

IN THE SUPREME COURT OF THE STATE OF NEVADA

IN THE MATTER OF THE ESTATE
OF THEODORE ERNEST SCHEIDE,
JR.

ST. JUDE CHILDREN'S RESEARCH
HOSPITAL,

Appellant,

v.

THEODORE E. SCHEIDE, III.,

Respondent.

) Supreme Court No. 76924

) District Case No. ~~P082619~~ Electronically Filed

) Jun 07 2019 06:37 p.m.

) Elizabeth A. Brown

) Clerk of Supreme Court

APPENDIX TO
APPELLANT'S OPENING BRIEF
VOLUME VII of IX

Appeal from the Eighth Judicial District Court
Case No. P082619

HUTCHISON & STEFFEN, PLLC

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1	Ex Parte Petition for Appointment of Special Administrator; filed 10/02/2014	I	AA000001-000005
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3	Letters of Special Administration; filed 10/13/2014	I	AA000007
4	Notice of Entry of Ex Parte Order Appointing Special Administrator; filed 01/12/2015	I	AA000008-000010
5	Petition for Appointment of Administrator of Intestate Estate Under Full Administration; filed 01/29/2015	I	AA000011-000030
6	Notice of Hearing for Appointment of Administrator with Will Annexed Under Full Administration; filed 01/29/2015	I	AA000031
7	Certificate of Mailing - Notice of Hearing for Appointment of Administrator with Will Annexed Under Full Administration; filed 01/29/2015	I	AA000032
8	Petition for Instructions; filed 05/06/2015	I	AA000033-000055
9	Notice of Hearing on Petition for Instructions; filed 05/06/2015	I	AA000056
10	Certificate of Mailing - Notice of Hearing on Petition for Instructions; filed 05/06/2015	I	AA000057

11	Court Minutes; issued 05/22/2015	I	AA000058-000059
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13	Notice to Creditors; filed 05/27/2015	I	AA000062
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32	Objection to First and Final Account, Report of Administration and Petition for Final Distribution and Approval of Costs and Fees; filed 09/13/2016	II	AA000194-000238
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49	Respondent's Opposition to Motion for Partial Summary Judgment; filed 05/12/2017	IV	AA000796-000839
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51	St. Jude Children's Research Hospital's Reply in Support of Motion for Partial Summary Judgment on Non-Revocation of Will Prior to the Decedent's Guardianship and on Decedent's Testamentary Capacity After the Establishment of a Guardianship; filed 05/23/2017	V	AA000873-000917
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53	St. Jude Children's Research Hospital's Reply to Respondent's Supplement Regarding Kristin Tyler's Testimony, Etc.; filed 06/02/2017	V	AA000965-000970
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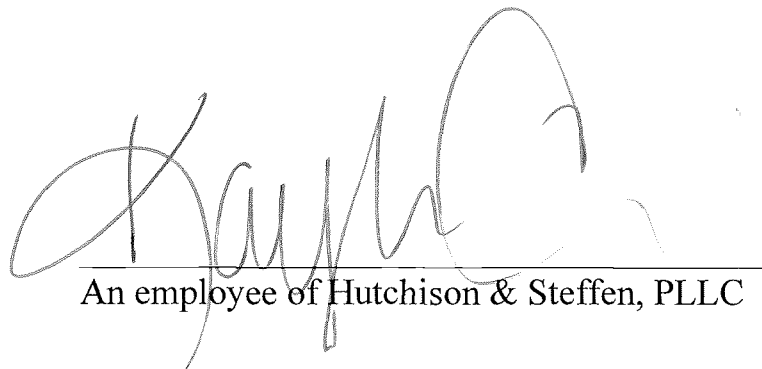
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CERTIFICATE OF SERVICE

I certify that I am an employee of HUTCHISON & STEFFEN, PLLC and that on this date **APPENDIX TO APPELLANT'S OPENING BRIEF VOLUME VII of IX** was filed electronically with the Clerk of the Nevada Supreme Court, and therefore electronic service was made in accordance with the master service list as follows:

Cary Colt Payne, Esq.
700 S. 8th Street
Las Vegas, NV 89101
Attorney for Theodore "Chip" E. Scheide, III

DATED this 7th day of June, 2018.



An employee of Hutchison & Steffen, PLLC

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A Yes.

Q If I understood your testimony, did Kristin Tyler tell you to start a guardianship over Mr. Scheide?

A I don't know that she said start the guardianship. I think we determined that this would be the best alternative --

Q But this was a result --

A -- since there was no agent --

Q -- a result of --

A -- to act.

Q -- Ms. Tyler's contacting your office?

A Yes, there was no agent to act as power of attorney and he didn't have the capacity at that time to --

Q But you didn't know Mr. Scheide before that point, correct?

A Before February 13th?

Q Yes.

A No, we had seen him prior to --

THE COURT: Are you asking her personally --

MR. PAYNE: Yes.

THE WITNESS: Oh, I --

THE COURT: -- or Nevada Guardianship (sic)?

MR. PAYNE: Right.

THE COURT: Okay.

BY MR. PAYNE:

Q Asking you.

A Asking me personally?

1 Q Yes. Yes.

2 A I had never met him.

3 Q Okay. But I think your testimony was that Kristin Tyler brought
4 you and your organization in.

5 A That is correct.

6 Q And then you interviewed him and at some point you filed a
7 petition for guardianship?

8 A Yes.

9 Q Okay. And so was it Kristin Tyler that was one that was
10 pushing the guardianship?

11 A Well I don't know that anyone was really pushing the
12 guardianship, we just determined that it was the, you know -- the best
13 alternative method to provide him with some --

14 Q Well you're familiar with --

15 A -- advocate.

16 Q -- less restrictive alternatives, right, and that concept?

17 A I am familiar.

18 Q And in fact you served recently on the guardianship
19 commission?

20 A Yes.

21 Q And by all accounts did an excellent job and I do commend
22 you for listening and spending all of that time. Since that guardianship
23 commission has been around and since you have -- and made
24 recommendations to the supreme court, knowing what you know now,
25 would you have started that petition on February 13, 2014 for a full

1 general -- a plenary guardianship?

2 A I would have because he did not have the capacity to
3 nominate another agent at that time.

4 Q So it was your opinion that he lacked the ability to designate
5 somebody else?

6 A Well I'm not a medical person, but based on the records that
7 were provided to us in support of a guardianship, yes.

8 Q Now, if I understand these records, he was having telephone
9 calls with -- and you were having telephone calls, correct, with him and
10 with other people regarding him?

11 A Yes.

12 Q Okay. Was he -- did -- when you started the guardianship,
13 was he still driving?

14 A Not to my knowledge, no.

15 Q Did he still have a car?

16 A He did have a car.

17 Q Okay. Did -- you didn't take his keys away, did you?

18 A We didn't take his keys away, he didn't really express a desire
19 to drive.

20 Q Was he asking you for money?

21 A Yes.

22 Q You smiled.

23 A Yes, he was asking for money.

24 Q He wanted his money back?

25 A He wanted spending money.

1 Q Okay. So you were giving him money?

2 A We had purchased for him a spend card. So we weren't
3 giving him cash, we were -- we gave him a -- like a Visa debit card. We
4 do that for all of our clients.

5 Q And what was he using this cash for if you know?

6 A I really don't know. When we put in our budget personal
7 spending monies, we don't micromanage those -- that spending.

8 Q Now, just per reading these records, it would appear that you
9 had actually telephone calls with the ward.

10 A Yes, that is correct.

11 Q So did he have a cell phone?

12 A There was a phone available to him at the facility.

13 Q Okay. So he would -- he -- if he needed to get a hold of you,
14 he could call you?

15 A He could call the office, yes.

16 Q Didn't he at some point fire Kristin Tyler?

17 A He -- yes.

18 Q And in fact, he didn't want anything to do with this
19 guardianship, right?

20 A That --

21 Q He was quite adamant that he wanted out of this thing?

22 A He fired all of us, yes.

23 Q Now, it appears from these records that you were also paying
24 for his cable bill?

25 A Yeah, he may have had cable in the room at the assisted

1 living where he resided.

2 Q Okay.

3 A Let me look.

4 Q Did you attend -- did you accompany him to the doctor's
5 offices?

6 A Me personally or my agency?

7 Q You.

8 A Not me personally, no.

9 Q Okay, so the entry on Bate stamp 022, dated 4/14 --

10 A Okay.

11 Q I'm sorry, 4/11.

12 A Oh.

13 Q Travel to from Dr. Takasi (phonetic), attend and accompany
14 ward during appointment, it's got four hours. Was that you?

15 A That was not me. And since the guardianship commission
16 now we have the case manager's initials on our bills so we know who
17 would have attended that.

18 Q Okay. So but you didn't -- if I understand your testimony, you
19 didn't go to any of his doctor's appointments?

20 A I did not go to any of the doctor's appointments.

21 Q On 4/14, below that, do you see that it says email and
22 telephone correspondence with senior looks like residential care
23 administer regarding ward's outing.

24 A Okay.

25 Q You see that?

1 A Yes.

2 Q Were you in contact regarding a ward's outing?

3 A She would probably let us know if he went out -- if he went
4 out.

5 Q So during this period was he going out?

6 A He was. We had scheduled personal care attendants to
7 accompany him and take him shopping or out to eat or really, you know.

8 Q And during that period did he go to casinos?

9 A I would not know that.

10 Q Okay. During that period did he -- isn't it true that he -- didn't
11 he buy food for some of the other caregivers and that's -- was the other
12 reason he was asking for money?

13 A I was never informed of that.

14 Q Okay.

15 A Or if I was I forgotten that.

16 Q All right.

17 A He bought a lot of food.

18 Q And this was food for him?

19 A Yes, that was my understanding.

20 Q Direct your attention to Bate stamp 23, which is the next page,
21 there's an entry on 4/27/2014. Tell me when you're there.

22 A I'm there.

23 Q Telephone call from ward and caregiver Princes (phonetic) at
24 senior residential. Do you see that?

25 A I do.

1 Q So is that -- did he call you?

2 A He probably did call our office.

3 Q Okay. And -- now I think if I understand your testimony, there
4 was a discussion about his son with counsel earlier on and the medical
5 records seem to indicate that he was capable or strike that. Medical
6 records --

7 [Colloquy between counsel]

8 BY MR. PAYNE:

9 Q Medical records and this would be binder four, Bate stamp
10 1011 under Scheide. Doctor's visit form. Tell me when you're there.

11 A Okay. What was the page number again?

12 Q Bate stamp 1011 under Scheide or PNGS1019.

13 A One zero one nine, okay. Yes.

14 Q You familiar with that record?

15 A Yes.

16 Q And can you read under the comment section there?

17 A My copy's not that great.

18 Q Let me look.

19 A Discussed -- I think it says discussed with Marge but I can't
20 read the rest of that. PT podiatry, social worker dietician, discussed
21 address -- I can't read the rest of it. For delivery to NVG -- I mean I just
22 have a very poor copy, Mr. Payne. And then son, Chipper Scheide. I
23 think it says fifties and I can't read the rest of that.

24 Q Did --

25 A My copy is very poor.

1 Q -- Mr. Scheide tell you that he wanted to reinitiate contact with
2 his son?

3 A He did not tell me that personally. I was not there during --

4 Q Were you aware of a conversation --

5 A I was made aware of the conversation.

6 Q And when was this?

7 A This was right after this doctor's appointment.

8 Q And who was present?

9 A Diane Prosser (phonetic), guardian case manager.

10 Q And she works for you?

11 A Not any longer.

12 Q Okay, but she worked for you at the time?

13 A She did.

14 Q And what did she tell you?

15 A She said that at a -- she -- this is not verbatim because been
16 several years but she indicated --

17 MR. MOODY: I'm going to object. It's hearsay.

18 MR. PAYNE: It's not for the matter --

19 THE COURT: Sustained.

20 MR. PAYNE: So you --

21 THE COURT: So to the extent that she says it's not verbatim,
22 I did kind of have a worry about it being hearsay. But if she's got some
23 general knowledge that she took some action based on, that I think is
24 different so just to clarify how we're using this because --

25 MR. MOODY: So in other words, as long as it's not offered for

1 the truth of the matter --

2 THE COURT: Right, if she's just --

3 MR. MOODY: -- it's allowed.

4 THE COURT: -- like -- I'm not quoting her, but I understood
5 such and such and I took such action, that I think is an okay use of it.

6 So I think that's what you were doing.

7 MR. PAYNE: Exactly.

8 THE COURT: Okay.

9 BY MR. PAYNE:

10 Q So Diane told you?

11 A Diane did come to me. She said that at the appointment Mr.
12 Scheide had brought up his son and his ex-wife and that he believed
13 they lived in Pennsylvania and finding her -- if Diane could find her, then
14 she could find Chip.

15 Q You're represented by counsel here today, correct?

16 A Correct.

17 Q And you know who Kristin Tyler is?

18 A Yes I do.

19 Q And is Ms. Tyler your attorney too?

20 A She -- not in this matter, no.

21 Q Not in this matter but do you use Ms. Tyler in other matters?

22 A Yes.

23 Q Did you talk to Ms. Tyler -- excuse me, did you talk to Mrs.
24 Tyler about this conversation with her son?

25 A The conversation I had with Ms. Prosser?

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Q Correct.

A No I did not.

Q Back to your invoice, Nevada Guardian Services, Exhibit 0024, when did you become aware of the size of this estate?

A Probably pretty -- probably right about the time of the guardianship.

Q So back in February?

A Yes.

Q Okay. And in the guardianship you had to prepare an inventory. Do you agree?

A Yes.

Q Okay. And on your billing records on 5/12/014 (sic) -- tell me when you're there.

A I'm here.

Q All right. An entry says review, sign and return to Kim Boyer's office the inventory appraisal and record of value. See that?

A Yes.

Q Okay, so at some point you filed an inventory in the guardianship. Do you recall the value of that inventory?

A I would have to look at it.

Q Roughly?

A It was over two million.

Q And in an estate context for -- strike that. In guardianship context, is that a large estate or small estate?

A That's a large estate.

1 Q Above that on 5/5/2014, do you see that?

2 A Yes.

3 Q Telephone calls with appraiser, Cheyenne Storage and
4 Clearview to schedule inventory of storage unit.

5 A Yes.

6 Q Counsel asked you early on as a professional guardian one of
7 your jobs is to inventory the contents, correct?

8 A Correct.

9 Q And you take great care to make sure that you do that; isn't
10 that correct?

11 A Yes.

12 Q And you take -- tell me just the steps that you direct your
13 people to inventory contents as an example.

14 A Contents of a storage of a home?

15 Q Well, walk us through the storage at home. How would you --
16 what would you do there?

17 A So --

18 Q Just big items?

19 A No. Everything in -- everything that's within the house or
20 within a storage unit is inventoried, and we don't typically -- if it's a
21 home, we don't do the inventory ourselves, we hire someone to do the
22 inventory and appraisal.

23 Q Okay. Now are you -- do you still have a storage unit?

24 A For --

25 Q For Mr. Scheide?

1 A No I do not.

2 Q Okay. And at some point did you search through the storage
3 unit?

4 A There was just very little in the storage unit so there was really
5 nothing to search. We met the certified appraiser there because we
6 didn't know what was inside and then we got his report there was -- well
7 I know there was nothing -- there was very little items inside.

8 Q Tell us the steps that you took to search for an original will.

9 A The steps. Well I knew that there -- well there was no longer
10 a storage unit. We went back and looked through all of the items that
11 were brought over from senior residential several times. There was talk
12 about a bag so we were concerned that this bag had been left either at
13 senior residential or at the original facility where he had been when we
14 first appointed but there were no personal items left there. The safe box
15 was empty.

16 Q Tell me what -- tell us what you were looking for.

17 A I was looking for an original will.

18 Q Okay. At some point did you file a petition in the probate
19 case?

20 A Yes.

21 Q Okay. And you brought a petition in fact specifically to open
22 up the safe deposit box?

23 A Yes.

24 Q Okay. Walk us through that process.

25 A Present the order to the bank and open up the safe deposit

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box.

Q And what did you find?

A Nothing.

Q Completely empty?

A Completely empty.

Q Did you at some point bring a petition in the probate court to declare what efforts you had done and to declare that he died intestate?

A Yes.

Q And you're represented by Ms. Boyer?

A Yes.

Q And you signed the verified petition?

A Yes.

Q And in fact you signed two petitions, correct? One that said -- the petition to open up the safe deposit box, correct?

A Correct.

Q Did Ms. Tyler ever tell you that she had an original will?

A Not from the date that we were -- not from the October 2012, no.

Q Did she ever tell you that she had an original will of the June will?

A No.

Q So you then bring a petition on for instruction. Do you recall that?

A Yes.

Q Okay. So you brought your petition to open up the safe

1 deposit box, found out that there was nothing in there. Then what did
2 you do? Instructed your attorney to prepare a petition for instruction
3 explaining to the court what you did?

4 A Yes.

5 Q Okay. And in that process you laid out that you had done X, Y
6 and Z with respect to the original and you couldn't find it.

7 A Yes.

8 Q Fair characterization?

9 A (No audible response.)

10 Q And do you know whether St. Jude's received notice --

11 THE COURT: I'm sorry. We didn't get a verbal response.

12 MR. PAYNE: I'm sorry.

13 THE WITNESS: Oh. Yes.

14 THE COURT: You know, in our old courtroom we could see
15 but this one's so horizontal --

16 THE WITNESS: Okay.

17 THE COURT: -- we can't see you. So if you can just
18 remember.

19 THE WITNESS: I'll speak up.

20 THE COURT: Thanks.

21 BY MR. PAYNE:

22 Q When you went to the safe deposit box, you said there was
23 nothing in it. Did you -- how big a box was it?

24 A I do so many. Not very big.

25 Q Was anybody with you?

1 A No.

2 Q By yourself?

3 A The bank rep.

4 Q Bank rep, okay.

5 A Sorry.

6 Q And you communicated that to your attorney?

7 A Yes.

8 Q Now back to your billing records, on June 30th indicates that

9 there's travel to and from Check City. What does that indicate?

10 A That is the spend card that we use. We fund it through Check

11 City because there's no charge.

12 Q Okay, so you go --

13 A Well there's no charge on the Check -- on the spend card

14 side.

15 Q Okay. And says load funds on the Visa cards.

16 A Right.

17 Q And then travel to and from Wells Fargo to obtain personal

18 funds for the ward. You see that?

19 A I do.

20 Q Okay. So on June 30th, is this you or someone from your

21 office doing this?

22 A That would be someone from the office.

23 Q Okay, but someone from your office is traveling to Check City,

24 giving them I assume a check?

25 A Well, the entry's actually backwards.

1 Q Okay.

2 A It should be obtaining the funds first and then the cash is
3 loaded on to the spend card.

4 Q Okay. How do they decide how much cash that they're going
5 to give Mr. Scheide?

6 A We talk to -- talk to him, what his needs are, what he wants to
7 use the funds for, develop the budget and then how often the card is
8 going to be loaded.

9 Q So he's out --

10 A So just --

11 Q -- he's out of the -- he's not in the hospital at this point,
12 correct?

13 A Well I'd have to double check dates but I assume he's not in
14 the hospital at that point. We have those things on a schedule so --

15 Q Okay. Back to June 30th. So he's out of the hospital,
16 someone's going to -- he's -- is he calling you to tell you -- is this done
17 weekly, monthly?

18 A I'd have to really look to see how his was set up. It just
19 depends on the individual protected person's needs if it's weekly or
20 monthly or -- and their ability to handle the funds.

21 Q Okay. If you go to the beginning of this exhibit, Exhibit 16, do
22 you see that? Same exhibit it's --

23 A Yes.

24 Q -- Bate stamp --

25 A Uh-huh.

1 Q Okay. And it has personal monies. Do you see that?

2 A I do.

3 Q Okay. On 4/11 it looks like cash is being -- is that given or
4 taken out?

5 A That -- those are disbursements so those are the monies that
6 are taken out and loaded onto the spend card.

7 Q Okay. So you did that on 4/11, someone did it on 4/29,
8 someone did it on 5/13, someone did it on 5/26, 6/26 looks like twice,
9 and in fact at that point it's \$506 you see that?

10 A I do.

11 Q Okay, and then that has a debit card. Is this something
12 different?

13 A No, it's just whoever entered that into the system.

14 Q Okay. But it's \$506.95.

15 A He may have made a request for extra funds.

16 Q And he would have contacted you or someone in your
17 organization?

18 A Yes.

19 Q Okay. And then on 7/24 do you see that? Someone is giving
20 cash or is that --

21 A No, that would be the same, the debit card.

22 Q The debit card.

23 A Uh-huh.

24 Q And that debit card does it have -- does he have to produce
25 identification with this thing?

1 A No, it's just like your ATM card.

2 Q Okay. Now, above that -- on 5/13/2014, do you see that on
3 that same exhibit?

4 A Yes.

5 Q You -- someone's paying Allstate -- looks like -- is it Indemnity
6 or is it -- looks -- Allstate. Do you see that? One thousand --

7 A I do see that.

8 Q What was that paid for?

9 A There should be receipts. I'd have to look at the receipt.

10 Q Do you have any reason to believe that wasn't for his
11 insurance on his car?

12 A That could be the insurance for the car.

13 Q Now he was a veteran, right?

14 A Yes.

15 Q And in fact, it looks like on 7/31 the veteran -- Department of
16 Veteran Affairs was reimbursing him for med copay. Do you see that?

17 A No, that's a disbursement.

18 Q Okay.

19 A So that's us paying for a copay.

20 Q Okay. And these records then accurately would represent any
21 other payments on his behalf, correct?

22 A Correct.

23 Q Okay. It looks like you've got pharmacy medication. Do you
24 see that?

25 A Medication pharmacy, yes.

1 Q On both on April 8th and on June 6th, so he's taking
2 medications as far as you know?

3 A Yes.

4 Q Okay. Turn the page to 17. 7/24/2014 you see that
5 transaction cash to load money on the card?

6 A Yes.

7 Q Three hundred dollars?

8 A Uh-huh.

9 Q 8/14, do you see that?

10 A Yes.

11 Q There's an entry of Adoptive (sic) Comfort-Wear. What is
12 that?

13 A Adaptive Comfort-Wear is like they -- they'll deliver, you know,
14 personal need items; diapers, wipes --

15 Q So --

16 A -- things of that nature.

17 Q So on August 14th they're still delivering those things?

18 A Well it looks like it only happened one time, so without seeing
19 the bill I wouldn't really know what Adaptive Comfort-Wear provided to
20 him.

21 Q Okay. Now, the next category says professional fees. Do you
22 see that?

23 A Yes.

24 Q Okay. And on 5/14 there's an entry to David Arenas
25 (phonetic). Do you see that?

1 A Yes.

2 Q Scheide inventory?

3 A Uh-huh.

4 Q So you hired somebody to inventory Mr. Scheide's property?

5 A The storage unit. Yes.

6 Q And this was his own storage unit?

7 A That was our understanding. He had set -- well it was in his
8 name. He had set it up. So we weren't sure what was in the storage
9 unit.

10 Q Okay. So he had a storage unit that was different than -- you
11 didn't -- he didn't establish this after he was in the guardianship?

12 A No, it was established prior to the guardianship.

13 Q And how did you get into it?

14 A We would have provided our documents to the storage
15 company and then I believe we had to cut the lock off.

16 Q Did Mr. Scheide accompany you? Did he go with you to that?

17 A No, he did not.

18 Q Okay. At some point he wanted his items back, correct?

19 A What items?

20 Q He wanted his personal effects back. He wanted his bags, his
21 clothes, his scissors, some of the things you'd secured earlier.

22 A Yes, like when he would go back to the group home, it was
23 usually like within a couple hours he wanted all of his things.

24 Q He wanted his stuff back.

25 A Yes, he wanted -- yes, he wanted his things.

1 Q And it looks like if I'm reading your bills correctly he -- this
2 storage unit was maintained all through March and April, correct? And
3 May. Excuse me, March and April.

4 A Yes. Without looking at exact dates, I would assume that's
5 correct.

6 Q Now, utilities, gas, power, that entry on 6/7/2014, you see
7 that?

8 A I do.

9 Q Credit Bureau Central invoice, what is that?

10 A Well that -- Credit Bureau Central's a debt collector so that
11 might have been a debt, previous gas or power bill.

12 Q If you could turn to Bate number 028, SCHEIDE028, entry on
13 7/10/2014.

14 A 7/10? Okay.

15 Q Tell me when you're there.

16 A I'm there.

17 Q Entry for travel to and from Dr. Tasilki's (phonetic) office,
18 attend and accompany ward during doctor's appointment. Do you see
19 that?

20 A I do.

21 Q I think we -- and that was three hours but you weren't there?

22 A No.

23 Q But one of your caregivers was with him at the doctor's office
24 for three hours?

25 A One of the guardians would have been with him.

1 Q Guardians, correct, okay.

2 A Uh-huh.

3 Q And he didn't go by ambulance, right?

4 A No, he would not have went by ambulance.

5 Q So normally you would pick up Mr. Scheide, someone would
6 put him in your employee's cars?

7 A No, we use a personal care attendant company to do that.

8 Q So you hire somebody to pick him up?

9 A Right, and then we just meet at the doctor's office.

10 Q Okay. So you don't -- your people aren't instructed to be with
11 him the entire time so there's a period where he wouldn't be with you
12 guys --

13 A That's correct.

14 Q -- during that travel, right?

15 A That's correct.

16 Q Okay. And you didn't have any concerns about Mr. Scheide
17 slipping or falling or running away or some other incident?

18 A Well there's always a concern --

19 Q Right.

20 A -- for a slip or fall --

21 Q Right.

22 A -- but no, we didn't feel like he needed to be transported via
23 ambulance.

24 Q Next entry, 7/16, travel to and from the veteran's clinic, attend
25 and accompany the ward during the doctor, and three hours and 25

1 minutes. Do you see that?

2 A Yes.

3 Q So again, you would have sent a van to pick him up, your
4 agent would have met him there at the doctor's office, would have been
5 with him there for three hours --

6 A Yeah.

7 Q -- and then he would be transported back to the -- his home
8 facility?

9 A Yes.

10 Q Did you make any trips to Kristin Tyler's office to pick up any
11 documents?

12 A Not to pick up documents, but I did make a trip to Kristin
13 Tyler's office.

14 Q And the purpose of going to Ms. Tyler's office was to do what?

15 A Pick up his gun.

16 Q His gun. Okay. Did you discuss with Ms. Tyler anything
17 about Mr. Scheide other than the gun on that day?

18 A Not that I can recall.

19 Q So the entry on 7/28/2014, tell me when you're there.

20 A I'm there.

21 Q Travel to and from Attorney Kristin Tyler's office, obtain ward's
22 personal item.

23 A Yes.

24 Q Is that the gun?

25 A That was his gun.

1 Q Okay. Now, did you have any discussions with Kristin Tyler at
2 that point about Chip Scheide?

3 A No.

4 Q Did Mrs. Tyler ever tell you that we don't, we shouldn't, we
5 can't or will not notify Chip Scheide?

6 A No. She did not.

7 Q Did she ever tell you or indicate that you shouldn't give Mr.
8 Scheide notice of any proceedings?

9 A No, she did not.

10 Q The next entry on 8/1, travel to from the Check City to load
11 funds. Do you see that?

12 A I do.

13 Q Below that, telephone call with ward, August 4th. Did Mr.
14 Scheide have a -- if you're aware of a hearing impediment?

15 A I wouldn't be able to recall that specifically.

16 Q Okay, if you can look at 7/31/2014?

17 A Yes.

18 Q Tell me when you're there.

19 A I'm there.

20 Q Travel to and from the cardiologist office, attend and
21 accompany ward during doctor's appointment. So do you know when
22 he had a cardiologist appointment set up for his hearing?

23 A A cardiologist for his hearing?

24 Q I'm sorry. That's obviously a heart doctor.

25 A Heart doctor, yes.

1 Q Yes, I misspoke.

2 A That's okay.

3 Q I thought I saw -- oh, okay. Was there a -- there it is. August
4 11th, I apologize, on 30. Tell me when you're there.

5 A I'm there.

6 Q Telephone call with Margo from senior residential regarding
7 upcoming VA looks like audiogal (phonetic) --

8 A Audiology.

9 Q Thank you. Getting tired. So he had an appointment set up
10 for his hearing? You agree?

11 A It would appear, yes.

12 Q All right. In fact the next one below that, 8/12, travel to and
13 from the Veterans Hospital to attend the appointment. You see that?

14 A I do.

15 Q Now that one says ward did not attend. See that?

16 A I do.

17 Q What happened there?

18 A I was not the case manager -- obviously I wasn't the one
19 meeting him there, but he did not -- he refused to go. I mean that's what
20 the note says, but I remember that they waited thinking that he would go
21 eventually, because we were working towards getting him on the VA
22 homebound program through the -- because he was a veteran, it was a
23 benefit available to him and it would have saved a lot of doctor's
24 appointments. So --

25 Q So if I understand these records, and tell me if you disagree, it

1 looks like until literally August 16th or thereabouts, Mr. Scheide's still at
2 home, still setting doctor's appointments, still spending money --

3 A Yes.

4 Q Would you agree? And that for all essential purposes, he's,
5 for lack of a better word, capable and competent to do these kinds of
6 things?

7 A Well I don't -- I don't want to speak --

8 MR. MOODY: Objection.

9 THE COURT: Pardon?

10 MR. MOODY: Foundation.

11 THE COURT: She did testify that she doesn't have any
12 medical training herself. I mean she does rely on --

13 MR. PAYNE: I understand that. Mr. Geist --

14 THE COURT: -- recommendation (phonetic) for judges but --

15 MR. PAYNE: Mr. Geist spends all this time to establish this
16 guardianship that he's supposedly incompetent from this time period of
17 February 14th until he dies on August 17th. I think Ms. Hoy can say with
18 relatively degree of certainty whether or not the guardianship was
19 actually even needed.

20 THE COURT: I don't necessarily agree with you because I do
21 think that is ultimately a question for the judge.

22 MR. PAYNE: Okay.

23 THE COURT: Whoever that was that presided over that
24 guardianship. She never moved to close it down.

25 [Colloquy between counsel]

1 BY MR. PAYNE:

2 Q Did Mr. Scheide ask you for certain financial information
3 back?

4 A He asked to see his bank statements, yes.

5 Q Okay. When did he ask you for those bank statements?

6 A Typically when he would call in he would ask, you know, for
7 the statements.

8 Q Were you keeping him informed by giving him the bank
9 statements?

10 A Yes.

11 Q Okay. So he knew what -- generally speaking what money he
12 had, correct?

13 A Yes.

14 Q And he knew that he had a son, right? Chip Scheide?

15 A Yes.

16 Q Okay. And he was capable of communicating these sorts of
17 issues to people, you agree?

18 A Yes, he was capable of communicating.

19 Q Did you ever -- did he ever say don't pay this bill or I'm refuting
20 those charges and I don't want you to pay them?

21 A Not in those exact words, but he didn't like the amount that
22 was being paid at the facility. You know, he did not -- he didn't agree
23 that the car was under a lease, he thought it was a purchase. I mean
24 there was those types of disagreements.

25 THE COURT: Ms. Hoy, here here's some --

1 THE WITNESS: Oh.

2 THE COURT: -- in case you need them.

3 THE WITNESS: Thank you.

4 THE COURT: Thanks.

5 BY MR. PAYNE:

6 Q At some point Mr. Scheide passed away. You --

7 A Yes.

8 Q You agree? Okay, and I'm still looking at your billing records
9 and I see that on August 22nd, 2014 -- tell me when you're there.

10 A Okay.

11 Q Well let me back up. On August 19th, you -- there was a
12 telephone call exchange and email with Chip Scheide. You see that?

13 A Yes.

14 Q So you got a hold of Chip Scheide, correct?

15 A Well I don't know if that was me personally --

16 Q But your organization --

17 A -- but someone my organization, yes.

18 Q Okay. And do you know how they got a hold of him?
19 Googled him?

20 A I think they Googled him and we have a program that in the
21 office that we can do family search.

22 Q You would assume -- it's safe to say that it's not very difficult
23 to get a hold of Chip Scheide?

24 A It was not very difficult to get a hold of Chip Scheide.

25 Q On 8/22/2014, you indicate there was a telephone call with

1 Kristin Tyler, Attorney, provided ward's family contact information. Do
2 you see that?

3 A Yes I do.

4 Q Okay. So you're -- just so I understand, you're getting
5 information from Ms. Tyler or you're giving Ms. Tyler the information?

6 A It looks like we provided the information to Ms. Tyler.

7 Q Okay. Turning the page now we're into September. Entry on
8 9/4/24 -- '14, you see that?

9 A Yes.

10 Q Says fax letter to Cox Communications to cancel services.

11 A Uh-huh.

12 Q So it's safe to assume that Mr. Scheide still had cable at that
13 point?

14 A Yes.

15 Q Okay. Now on November 11th there's two -- two entries, the
16 first being a telephone call to Chip Scheide. Do you see that?

17 A I do.

18 Q Was that a telephone call you made?

19 A No.

20 Q Was that someone from your organization?

21 A Yes.

22 Q And what were they trying to determine?

23 A I'm -- it looks like interment. Maybe they were finalizing the
24 burial plans.

25 Q Okay. And then on that same day you have search personal

1 records for original last will and testament. You see that?

2 A Yes.

3 Q And is that something that you did or was it somebody else in
4 your organization?

5 A I did that. And there was two of us that day.

6 Q Okay. And an hour and half. Do you see that?

7 A Yes.

8 Q Now turning to Exhibit (sic) 38, these are records that
9 represent what?

10 A The bottom 38, page 38?

11 Q Yes, 38 and 39.

12 A Same binder?

13 Q Yes, same binder; 37, 38 and 39.

14 A This is Ms. Boyer's bill.

15 Q Okay. So this is a bill that she would have prepared for you or
16 the estate --

17 A Uh-huh.

18 Q -- or the guardianship which represents time served in these
19 matters; would you agree?

20 A Yes.

21 Q Okay. And drawing your attention to August 29th, 2014,
22 shows there a review of a last will and testament. You see that?

23 A Yes.

24 Q And if I understood your testimony, there was a copy that you
25 gave to your attorney?

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A Yes.

Q In the guardianship matter, you had also prepared a petition --
excuse me, an inventory, correct?

A Yes.

Q And you prepared also a -- an inventory in the probate matter,
correct?

A Yes.

Q And both of those matters would require you to put down
personal property, you would agree?

A Yes, I would agree.

Q And you would agree that in the guardianship you put zero
down for personal property? In the guardianship matter, not petition.
Excuse me, on the inventory. I misspoke.

A I think it would be in one of these binders if I can look.

Q Well the -- I think I have an exhibit.

A Yes.

Q Okay. And where are you looking for the record?

A Volume three, page 52.

Q And that's --

A Oh I'm not looking in yours.

Q No, no, that's okay.

A I recognized where it would --

Q Stay there.

A -- be in here.

Q It's the same inventory -- you only filed one inventory in the

1 guardianship, correct?

2 A Correct.

3 Q All right. And this was on May 13th, 2014. Do you see that?

4 A Yes.

5 Q And miscellaneous personal property, do you see that line 23?

6 A Yes.

7 Q And you have none.

8 A I do.

9 Q Okay. And again, this would have been the contents of Mr.
10 Scheide's totality of his property during the guardianship period?

11 A Well, it wouldn't be during the guardianship period, it would be
12 on initial on appointment.

13 Q Okay.

14 A So --

15 Q So for the record, when you file the guardianship, you're
16 indicating to the court that there is no personal property?

17 A I did initially indicate --

18 Q Okay.

19 A -- to the court there's no personal property.

20 Q And in the estate when you filed your inventory, you filed an
21 estate inventory, correct?

22 A Yes, I believe so.

23 Q And give me one moment. Court has courtesy copies of these
24 and this is what was filed in inventory. Excuse me, in regard in probate
25 estate. And I apologize if you don't have that document in front of you.

1 MR. PAYNE: May I approach, Your Honor? To let -- to give
2 her this?

3 THE COURT: Sure. If Mr. Geist or Mr. Moody, I don't know,
4 is this your witness, Mr. Moody?

5 [Colloquy between counsel]

6 MR. PAYNE: Your Honor, I'm handing her what has been
7 identified as the inventory appraisal and record of value, Theodore
8 Scheide, P114082619.

9 BY MR. PAYNE:

10 Q You ever seen that document before?

11 A Yes, I have.

12 Q And that's the inventory you filed in the estate matter?

13 A Yes.

14 Q And that would represent the property that would have come
15 into your possession at the beginning of the estate or shortly thereafter,
16 correct?

17 A Correct.

18 Q And you list nothing for personal property? Except for some
19 household effects?

20 A Correct.

21 Q All right. And do you recall the petition for instructions the
22 date of that filed in the probate matter?

23 A I do not recall the date.

24 Q Do you have any reason to believe it wasn't May 6th, 2015?

25 A That sounds correct.

1 Q Okay. And you would have reviewed that petition before you
2 filed it?

3 A Yes.

4 Q And in that petition on page -- paragraph 6, the drafting
5 attorney gave the original will to the decedent. This is what you're
6 saying in your verified petition that the special administrator was
7 decedent's guardian prior to his death and no original estate planning
8 documents were received or found during the guardianship. The special
9 administrator believes that the decedent destroyed any original estate
10 planning documents he may have executed prior to his death. Do you
11 still agree with that?

12 A That is still my position.

13 Q And in fact you filed a second petition just recently, correct?

14 A Uh-huh.

15 Q And since you brought this petition in April of 2015 up until the
16 petition that you just filed or your counsel just filed for you I think was it
17 yesterday?

18 A I believe it was yesterday.

19 Q Yeah. There's nothing out there that would make you lead to
20 believe that you come to any other different conclusion at this point,
21 correct?

22 A That is correct. But it's clearly my position is, you know,
23 speculation. I don't know that to be a fact, I just --

24 Q But you never found the original will?

25 A Right.

1 Q And you made substantial efforts to try and find the original
2 will?

3 A Yes.

4 Q And you relied upon legal advice in filing these proceedings?

5 A Yes.

6 Q And since that matter has transcribed, are you -- you have
7 filed a petition to distribute the estate to Theodore Scheide, III, correct?

8 A I filed a petition -- I filed a first and final accounting and to
9 distribute the estate. Yes.

10 Q Right. And it was your intention when that petition was filed
11 that if it was granted, that Mr. Scheide, III was to take Mr. Scheide's
12 estate, correct?

13 A That is correct.

14 MR. PAYNE: Court's indulgence.

15 THE COURT: Uh-huh.

16 MR. PAYNE: Your Honor, I'm done with Ms. Hoy.

17 THE COURT: Okay. Thanks.

18 THE WITNESS: Mr. Payne.

19 MR. PAYNE: Yes. Oh.

20 THE COURT: Okay. Mr. Geist, any redirect?

21 MR. GEIST: Yes.

22 [Colloquy between counsel]

23 REDIRECT EXAMINATION

24 BY MR. GEIST:

25 Q Susie, you testified that you went to Kristin Tyler's office to

1 pick up Mr. Scheide's gun. Who asked you to do that?

2 A Kristin had indicated that -- Ms. Tyler indicated that she had
3 the gun in her possession and she preferred not to have it any longer.

4 Q Did you discuss that with Mr. Scheide beforehand?

5 A No I did not.

6 Q Did you discuss it with Mr. Scheide afterwards?

7 A No we did not.

8 Q Did you give that gun to Mr. Scheide?

9 A No we did not.

10 Q Okay. Little binder under tab A, this would be Mr. Payne's -- I
11 believe it's Exhibit A. Page 22 there's an entry about three-quarters of
12 the way down on April 16th, 2014, telephone call with Alzheimer's and
13 memory care group home owner regarding placement for ward. Did
14 someone from your office contact Alzheimer's and memory care group
15 home?

16 A Yes.

17 Q Okay. Flip to page 28. Second entry is July 9th, 2014.

18 There's again a telephone call with Ricky Lopez from Alzheimer and
19 memory care group home regarding ward's previously resident.

20 Someone from your office talked to Ricky Lopez?

21 A Uh-huh.

22 Q And who is Ricky Lopez?

23 A I believe he's the owner of the group home.

24 Q The Alzheimer and memory care --

25 A Yes.

1 Q -- group home? So during that time you were considering
2 moving Mr. Scheide to a Alzheimer and memory care group home?

3 A I think he might have lived there at one time, but I wouldn't
4 know without reviewing, you know, my whole file to see. I know he was
5 unhappy at senior residential so we had looked at some other options
6 for him.

7 Q Okay. Thank you. You testified that Mr. Scheide had a
8 shredder or acquired a shredder during the guardianship?

9 A Yes.

10 Q Okay, and have you ever found shredded documents among
11 his personal items?

12 A No. Not shredded documents, no.

13 Q Okay. When the guardianship started, let me make sure I
14 understand, you testified that you found a copy of his will with his
15 handwriting on it or hand -- I'm sorry, blue ink handwriting on it?

16 A Yes.

17 Q Okay, and after his death you also found a copy of the will
18 with blue ink handwriting on it?

19 MR. PAYNE: Objection; misstates her testimony.

20 [Pause]

21 THE COURT: Okay.

22 MR. GEIST: Let me start over, Your Honor.

23 THE COURT: Uh-huh.

24 BY MR. GEIST:

25 Q At the beginning of the guardianship, you testified that you

1 took an inventory of Mr. Scheide's personal items, correct?

2 A Correct.

3 Q And you testified previously that you found a copy of Mr.
4 Scheide's will with blue ink handwriting on it, Exhibit 1 that we admitted
5 today, correct?

6 A Correct.

7 Q And you also testified that after his passing you found a copy
8 of his will with blue ink handwriting on it, that Exhibit 1, correct?

9 A The same -- it was the same document.

10 Q It was the same document --

11 A Yes.

12 Q So isn't it true that he didn't shred that document that you
13 found at the beginning of the guardianship?

14 A Well he wouldn't have shredded it. We found it when he
15 passed away.

16 Q Okay. Thank you. You testified that you believe that Mr.
17 Scheide destroyed his original will. Did he tell you he destroyed his
18 original will?

19 A He did not.

20 Q Okay. On what basis do you believe that he destroyed his
21 original will?

22 A He was very angry at everybody that had been involved with
23 him, including up to us, our agency, and he didn't want anything to do
24 with anyone and he was constantly firing all of us. So I just assumed
25 that -- I just -- like I said it was a speculation that he most likely

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destroyed it --

Q You assume but you --

A -- because of his anger.

Q Yeah.

A You know, he would --

Q You assume but you didn't know?

A Correct. He would call and he --you know, he would scream and yell at me on the phone about everything and, you know, we would give him copies of all of the bank statements because he insisted on having them, you know, against our better judgment, but we never found any of those copies that we had given him.

Q Okay.

A So --

Q Thank you.

MR. GEIST: No further questions.

THE COURT: Thank you.

Anything further?

MR. PAYNE: Nothing further, Your Honor.

THE COURT: Okay. So Ms. Hoy can step down?

You had no questions, Ms. Boyer, again? Just to confirm.

MS. BOYER: The only remaining issue is regarding the sealing. I know that --

THE COURT: Okay.

MS. BOYER: -- you sealed all of 6 and we kind of left 7 open if there's no objection to sealing that entire business record?

1 THE COURT: Okay. So if we can just have somebody gives
2 us an actual physical order, because the clerk's office has to have an
3 order in hand, that indicates -- and I -- that goes to the vault, right?
4 Because it's the -- it's evidence so the evidence vault has to have it.

5 THE CLERK: Uh-huh.

6 THE COURT: Okay. Yeah. So we need to know that
7 Exhibits 6 and 7 are to be sealed. Just that's all we need in an order.
8 Thanks.

9 MR. GEIST: Kim, do you want to prepare that since it
10 protects --

11 MS. BOYER: Yes.

12 MR. GEIST: -- Susie in this case?

13 MS. BOYER: I'm going to create it.

14 MR. GEIST: Okay.

15 THE COURT: Okay. Thanks.

16 THE WITNESS: Okay.

17 THE COURT: All right. Thank you, Ms. Hoy.

18 So is that for the evening?

19 MR. MOODY: Your Honor, we have one final witness and
20 she'll be very short, maybe five minutes.

21 THE COURT: Oh, okay.

22 MR. MOODY: I don't know. I can't speak for Ms. Payne
23 obviously.

24 THE COURT: Yeah. Okay.

25 MR. PAYNE: Who is it?

1 MR. MOODY: It is Jennifer. It's the representative from St.
2 Jude.

3 MR. PAYNE: Your Honor, she was not ever previously
4 identified as a witness in these proceedings. This is the first time I've
5 heard of her.

6 THE COURT: Okay. So counsel --

7 MR. GEIST: We disclosed her --

8 THE COURT: -- but you indicated you would call a
9 representative of St. Jude?

10 MR. GEIST: I'm sorry?

11 THE COURT: Did you indicate you'd be calling a
12 representative of St. Jude?

13 MR. GEIST: We did in our list of witnesses.

14 THE COURT: Okay. All right, then we'll accept her as the -- I
15 don't know how you named her.

16 MR. GEIST: By name.

17 THE COURT: Oh, okay. Okay, so Jennifer --

18 MR. PAYNE: Your Honor, they listed Fred Jones --

19 MR. GEIST: We did not.

20 MR. PAYNE: -- as -- Fred Jones is the person that signed the
21 petition. Fred Jones was the agent that was supposed to be here. I
22 wrote counsel letter and said why isn't Fred -- is Fred -- Fred Jones is
23 going to be here, right? And he writes back and says no, he's not
24 available. If he's a -- why is he unavailable? What kind of foundation
25 are they going to say to say wait a minute and now call her without any

1 disclosure of this later until last week?

2 MR. MOODY: Your Honor, I'm looking at our list of witnesses
3 that was filed June 12th and she's listed by name.

4 MR. PAYNE: June 12th. Your Honor, we had already
5 argued, this matter was been submitted and they're disclosing on June
6 12th. Today is what, the 15th?

7 THE COURT: Okay. If they had indicated they were going to
8 be bringing some sort of a representative of St. Jude, if the person -- I
9 don't know if Mr. Fred whatever his name was, was ever named, but
10 they indicated they were bringing somebody so -- I'm not sure what she
11 knows but we'll see. We'll take her testimony and see what she has to
12 say.

13 MR. PAYNE: We're doing this tomorrow?

14 THE COURT: No, right now --

15 MR. PAYNE: Oh.

16 THE COURT: -- and then they're going to rest.

17 MR. MOODY: That's correct.

18 THE COURT: Yeah. Okay. So we'll do this and then we'll
19 rest.

20 MR. PAYNE: Is there a reason why she can't be here
21 tomorrow?

22 THE COURT: Because they want to rest. They just want to
23 be rest then they're done.

24 MR. MOODY: Right.

25 THE CLERK: You'll please raise your right hand.

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JENNIFER MAFFEO-MORRISSEY

[having been called as a witness and being first duly sworn, testified as follows:]

THE CLERK: Please be seated and if you will state and spell your name for the record, please?

THE WITNESS: Jennifer Maffeo Morrissey, Jennifer Maffeo hyphen Morrissey.

THE CLERK: Thank you.

DIRECT EXAMINATION OF JENNIFER MAFFEO-MORRISSEY
BY MR. MOODY:

Q Okay if I call you Jennifer?

A Yes.

Q Jennifer, who's your employer?

A I am employed by ALSAC St. Jude Children's Research Hospital.

Q And what is your title with St. Jude?

A Philanthropic Advisor.

Q What are your responsibilities as a philanthropic advisor?

A I work with donors specifically who have left the hospital in their estate plan.

Q In a sentence or two can you tell the Court what St. Jude's is and does?

A Yes. So at St. Jude Children's Research Hospital our mission is twofold. St. Jude is leading the way the world treats, defeats and understands childhood cancer. Research discoveries made at St. Jude

1 have brought what was previously thought to be an incurable disease
2 before the hospital opened in 1962 to 80 percent today.

3 The other half of our mission is that we provide care to
4 families at absolutely no expense, which means that a child and a
5 parent's treatment -- I'm sorry, the child's treatment and then the family's
6 travel, housing and food are all completely provided for while the child's
7 under our care to ensure that all a parent has to worry about is helping
8 their child live.

9 Q Very good. As a philanthropic advisor for St. Jude's, are you
10 familiar with philanthropists and their donation histories?

11 A Generally speaking, yes.

12 Q Okay. Are you familiar with Mr. Scheide's donation history?

13 A I am familiar with is donation history.

14 Q And did you hear the testimony of Kathy Longo earlier today
15 about in late 2013 about a check that she wrote on behalf of Mr. Scheide
16 to St. Jude?

17 A Yes.

18 Q And can you confirm that that donation was paid?

19 A Yes.

20 Q Do you recall how much that donation was for?

21 A The donation that she was referencing was for \$10,000.

22 Q Okay. Is that all he donated in 2013?

23 A No, he also made one additional gift of \$5,000.

24 Q All right. When was the last donation you received from Mr.
25 Scheide?

1 A It was the \$10,000 gift reference really (phonetic) 2013.

2 Q Can you tell the Court over how many years Mr. Scheide
3 donated to St. Jude?

4 A Mr. Scheide's first donation to St. Jude was made in 1993.

5 Q And over the next, if I -- my math is correct, about 20 years,
6 did he continue to be a regular donor?

7 A He did. Over the course of the 20 years that he was on -- that
8 he was actively contributing he sent St. Jude 22 gifts.

9 Q Okay. And did those gifts increase over time?

10 A Yes.

11 Q And when was the highest gift that you received from Mr.
12 Scheide?

13 A If my memory serves me correctly, it was the last one for
14 \$10,000.

15 Q Okay. That's all the questions I have.

16 MR. MOODY: Thank you, Your Honor.

17 THE COURT: Thank you.

18 Any cross-examination?

19 MR. PAYNE: No, Your Honor.

20 THE COURT: Okay. Thank you very much.

21 All right. You may step down. Appreciate it.

22 Oh, unless Ms. Boyer, I'm assuming you didn't have any
23 questions. No. Okay.

24 So with that, does the petitioner rest?

25 MR. GEIST: We do rest, Your Honor, and we would move for

1 a directed verdict. We believe that we've met our burden in this case.

2 THE COURT: Can we take the motions tomorrow?

3 MR. GEIST: We can.

4 THE COURT: Okay, I will need to start at 10 a.m. due to
5 another appointment. So we'll start at 10 in the morning and we'll hear
6 those motions at that time.

7 MR. CHRISTOPHERSON: Can we leave our stuff here?

8 THE COURT: Pardon?

9 MR. CHRISTOPHERSON: Do we need to leave -- do we
10 need take our stuff or?

11 MR. PAYNE: Let's take it.

12 THE COURT: Well it's up -- yeah, it's -- we lock the
13 courtroom, but our regular marshal's out of town and so I don't know
14 who will be opening up tomorrow.

15 MR. MOODY: Your Honor, is it possible to get an idea of who
16 else will be testifying tomorrow?

17 THE COURT: Well, certainly if you wish to speak to Mr.
18 Payne, you could do that. It would make things a little more efficient if
19 we all -- if we knew but -- so we'll be in recess. You guys can discuss
20 who's present tomorrow.

21 THE CLERK: Counsel, before you leave I just want to confirm
22 the exhibits that came in today. I've got 1 through 7.

23 MS. BECK: Yep.

24 THE CLERK: That's it?

25 MR. MOODY: That's it.

1 THE CLERK: Okay.
2 MS. BECK: That's correct.
3 THE CLERK: Mr. Payne?
4 MR. PAYNE: Yeah, I'm looking.
5 THE CLERK: My apologies. I don't have 4 coming in.
6 MR. PAYNE: That's --
7 THE CLERK: Oh no, it was -- it did come in, I'm sorry.
8 MS. BECK: It did.
9 THE CLERK: Yes.
10 MR. PAYNE: That's the affidavit?
11 THE CLERK: Yes, the affidavit of proof of lost will Dewalt.
12 MR. GEIST: Yes.
13 THE CLERK: Wait a minute.
14 MS. BECK: And Exhibit 5 was 1 through 350.
15 THE CLERK: Right.
16 MR. MOODY: And two are sealed.
17 MS. BECK: And 6 and 7 are sealed.
18 MR. MOODY: Yeah.
19 THE CLERK: I'm sorry? Six and seven --
20 MS. BECK: Six and 7 were going to be sealed.
21 THE CLERK: Yes.
22 MS. BOYER: And 6 and 7 will be the ones that will be
23 sealed --
24 MR. PAYNE: Correct.
25 MS. BOYER: -- and that encompasses the entire business

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record.

MR. GEIST: Right. Right.

THE CLERK: Mr. Payne, were you okay with that?

MR. PAYNE: I am in agreement.

THE CLERK: Okay. Because if -- otherwise we can address it again tomorrow morning if you'd like.

MR. PAYNE: Right. Sure.

THE COURT: Okay. Thank you.

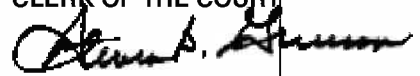
[Proceedings concluded at 4:57 p.m.]

* * * * *

ATTEST: I hereby certify that I have truly and correctly transcribed the audio/visual proceedings in the above-entitled case to the best of my ability.



Tracy A. Gegenheimer, CER-282, CET-282
Court Recorder/Transcriber



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RTRAN

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of:

THEODORE SCHEIDE JR., deceased.

CASE#: P-14-082619-E

DEPT. XXVI

BEFORE THE HONORABLE GLORIA STURMAN,
DISTRICT COURT JUDGE

FRIDAY, JUNE 16, 2017

**RECORDER'S TRANSCRIPT OF PROCEEDINGS
NON-JURY TRIAL - DAY 2**

APPEARANCES:

For St. Jude Children's Research
Hospital:

RUSSEL J. GEIST, ESQ.
TODD L. MOODY, ESQ.

For Theodore E. Scheide:

CARY C. PAYNE, ESQ.

RECORDED BY: KERRY ESPARZA, COURT RECORDER

1 Las Vegas, Nevada, Friday, June 16, 2017

2
3 [Case called at 10:19 a.m.]

4 THE COURT: ... on the record Ms. Boyer is not returning
5 today as her client testified yesterday so we can proceed then.

6 MR. GEIST: Okay. Thank you, Your Honor. We had a
7 pending motion that I just presented before we closed yesterday.

8 THE COURT: Okay.

9 MR. GEIST: Your Honor, we believe that we have met our
10 burden under the statute and case law and as established by testimony
11 and evidence presented yesterday at the hearing and we would move
12 for a directed verdict to admit the will to probate.

13 THE COURT: Okay. Thanks.

14 Mr. Payne.

15 MR. PAYNE: Obviously oppose that, Your Honor, and I think
16 Your Honor's kind of ready for closing.

17 THE COURT: Well I mean if you want -- did you want to
18 oppose their motion or did you want to renew your motion?

19 MR. PAYNE: I want to renew my motion.

20 THE COURT: Okay. All right.

21 MR. PAYNE: And Your Honor, the motion for directed verdict
22 should be granted in this case for a bevy of reasons, but most
23 importantly because they haven't complied with the statute. When we
24 got here, I was under the impression that this was a probate of a lost will
25 and if you recall, Your Honor, when the petition was first brought, we

1 objected to the petition, said that as a matter of law it's insufficient, that it
2 doesn't comply with 136.230, if a will is lost by accident or destroyed by
3 fraud without the knowledge of the testator, the court may take proof of
4 the execution and the validity of the will and establish after notice is
5 given to all persons as prescribed for proof of will in these cases.

6 Now you could dismiss this case outright and you could
7 dismiss this petition outright for the failure to give Karen Hoagland or
8 Patricia Bolen (phonetic) notice, or Nevada State Bank. They were
9 required to be given personal notice and to be served with notice so you
10 could grant the petition to -- on that grounds alone.

11 Moreover, Your Honor, I want to go into -- maybe I'll reserve
12 that for closing, but I think that based upon what we saw in this case
13 there was no evidence of lost by accident or destroyed by fraud without
14 the knowledge of the testator. They had that burden to bring that
15 petition. Their petition was defective. It didn't state a claim. Your Honor
16 gave them time to do discovery. They did not amend their position. You
17 gave -- we came in here under the guise of *Doyle* and that that had a -- I
18 had to give them some time, Your Honor.

19 We then came back, they took the depositions of these parties
20 and the only two affidavits that they're relying upon in their petition are
21 Kristin Tyler and Diane Dewitt (sic throughout), and neither of these
22 affidavits state that it was lost by accident or destroyed by fraud. And in
23 fact, Kristin Tyler's affidavit is argument to the contrary that it was in
24 legal existence.

25 I don't think they get around 136.240 (sic) -- Your Honor,

1 you're the gatekeeper of these petitions. As the gatekeeper, the -- if this
2 would have been a more developed petition where they said that Mr.
3 Scheide had lost his will or that there was a fire, there was an
4 intervening act, maybe they would then have a burden to go and allege
5 that in their petition as to what happened. For example, Mr. Scheide
6 told me that he lost his original document and he went to Kristin Tyler
7 and Kristin Tyler said it's okay, Mr. Scheide, let's do another will or let's
8 confirm that these are still your last wishes and put that in writing and
9 have him confirm that. Could have done that. Didn't happen.

10 Mr. Scheide could have said I had a flood in my condo and the
11 will is gone and I can't find it. They had no evidence -- there's no
12 evidence in any of this petition that he couldn't find his will; that it was
13 lost or accidentally been destroyed. You didn't hear any evidence that
14 Mr. Scheide in this petition again, Your Honor, and I -- that's all I have to
15 go on. All we have to go on is their petition which says it was merely
16 lost.

17 How was it lost, Your Honor? How was it lost? They have no
18 facts in their petition to substantiate how it was lost. Was it a swarm of
19 locusts, was it termites that ate the original, was there a fire, did Mr.
20 Scheide drive his car down to the home where he was living and his car
21 combustibly exploded? They've got nothing. They've got -- the bare
22 bones of the affidavits Diane and Kirstin Tyler do not meet the standard
23 under 136.230. You're the gatekeeper of these kinds of claims.

24 Can you imagine how many people would be showing up at
25 this courthouse saying I've got a copy? Well, how did you get that

1 copy? They've got to lay out a foundation as to how it was lost or
2 whether it was intentionally destroyed by fraud without the knowledge of
3 the testator.

4 And in this case their pleadings don't make any allegations
5 against Mr. Scheide. Obviously he was in Pennsylvania. So -- there's
6 no allegations against Diane Dewitt that she did something with the will.
7 There's no allegations that Karen or Kathy Longo did anything. You
8 have to rely upon the two affidavits, Diane Dewitt -- Diane Dewitt didn't
9 even know he had died and never saw him after October. And she
10 submits an affidavit that says well -- the only thing she says is I further
11 attest that to my knowledge the decedent did not intentionally destroy or
12 revoke the last will. We asked her on the stand did you ever even have
13 any contact with him after October 2nd? Nope. She barely even knew
14 who he was.

15 So Your Honor, they don't meet the test, they haven't stated a
16 claim, they -- Your Honor can enter a directed verdict, and lastly, again
17 this provision that they rely upon in 5(a) applies to nontestamentary
18 trust. It's quite clear. So they must prove these allegations before they
19 can get on to the next part of this thing.

20 I was -- kept waiting for Kristin Tyler to tell Your Honor
21 something differently; that Mr. Scheide called me up and said, Kristin, I
22 can't find my will. Didn't happen. In fact, she had no contact with him
23 after that point.

24 And she had to come up with this in legal existence, okay?
25 When she took her deposition, she said after I handed him the original,

1 never saw it again, never saw the original again. Well how is that in
2 legal existence around the time that he died?

3 And this whole big challenge to his competency is irrelevant,
4 Your Honor. It's -- and if you don't grant this motion, I can talk a little bit
5 more about that. But --

6 THE COURT: Well there are a few issues that you've raised.
7 One is I think earlier you had raised the issue of the timing that St.
8 Jude's didn't bring this in a timely fashion, but I think it was -- you know, I
9 have some -- well, with respect to is that is a defense, I have some
10 problems with that in that how -- a lack of notice on their part. They -- I
11 am not clear that they were expecting a bequest. They knew Mr.
12 Scheide made substantial donations, you know, many thousands of
13 dollars every year up to right there at the end 10,000, so -- I mean they
14 knew he was a donor, but I don't have anything, you know, that would
15 tell me that they should have known they're -- we're supposed to be in a
16 will, here's a copy he sent to us and told us, you know, I'm leaving
17 everything to you, so they should have known and should have filed
18 sooner.

19 Until Ms. Tyler found out that this was being probated as
20 intestate and she knew -- even though she didn't see him, she knew that
21 Mr. Scheide still had a will because when he called her up and talked to
22 her about, you know, I don't like -- I don't want this person to be my
23 power of attorney anymore and she told him you -- well you need to fix
24 the will too, he said well just send me the power of attorney for right now
25 and so she didn't -- I grant you she did not see him. But he did not tell

1 her at that time I do or I don't have a will. I mean he didn't tell her
2 anything. He just said I'm going to revoke those powers of attorney.

3 So up to some point there was some sort of a will and -- and
4 Ms. Hoy doesn't know. I mean she's assuming he destroyed it. And I
5 appreciate your point that since he had the shredder and he would
6 always shred everything because he wanted Ms. Hoy to send him all of
7 his -- all financials records as they came and he shredded them, that he
8 has a shredder maybe he shredded his will.

9 Because he was always firing people. I think that's an
10 interesting question with respect to how does that affect this whole
11 argument? I mean if somebody in the early stages of dementia even --
12 or even a more advanced stage of dementia wants to destroy their
13 estate planning documents, is it effective? They lack capacity. Ms. Hoy
14 would have had to -- if you wanted to -- if he had discussion with Ms.
15 Hoy, she could have gone in and petitioned the court to change his
16 estate planning documents as his guardian if -- if she felt that he really
17 had that intent and he understood what he was doing and he wanted to
18 do it, I mean -- so that's why I kind of have some questions about it,
19 although I understand and I take as a good point the issue that neither
20 Ms. Tyler or Ms. Dewitt can actually say at any point he talked to them
21 again about it or showed it to it (sic) or said can we maybe change this
22 little paragraph? I mean he didn't know those kinds of things.

23 So I mean it's an interesting question and that's why I said in
24 the end, you know, a couple weeks ago I think you just have to put the
25 evidence on and see if anything else develops that we can figure out --

1 because it's really just a different interpretation of the same facts and
2 each side has a different interpretation of what those facts mean. But
3 we can't get over that nobody could find one in his personal effects
4 when he died, but I can't remember how many -- I was trying to add up
5 how many times he moved and how many times Ms. Hoy like took
6 possession of his belongings. At least twice took them and returned
7 them and took them and -- that was after he died. So -- she didn't do a
8 detailed inventory to say there was a will the first time and there is no
9 will the second time so we don't know. I mean -- and only Ms. Longo,
10 she's not sure if what she saw was an original or a copy when she
11 moved him into the home. She saw a will. She just doesn't know was it
12 an original or copy and I don't know -- I don't know that Ms. Tyler told us
13 if she stamps her copies on every page with a nice big copy so which is
14 always helpful.

15 So I don't know. To me, I have a problem at this point in time
16 think that if there is any more evidence, I'd like to -- I want to hear all the
17 evidence. I can't say for sure that with Mr. Geist's affirmative we have
18 proved it. I understand the will, because it says the first you have to do
19 is prove up the will. Okay. Validly executed, he was still competent, I've
20 got no problems with any of that.

21 But what happened to it? And that's my problem with it, so if
22 there's any more evidence, I just think we need to get all the evidence
23 on the record so that we -- there is no question that the Court didn't have
24 something, know something or consider something because we didn't
25 have a complete record before us so I would like -- if there's any further

1 evidence, I want to hear all of it before I make a ruling on this so that we
2 have a -- we know exactly what each side was contending.

3 And then yes, with respect to the facts that we've got all of our
4 facts out and then it is, purely it's a legal argument with respect to
5 whether the evidence meets the weight of the burden. But I think we
6 need to have a complete record on -- complete record, and if we have
7 the complete record now, then we can discuss and move on to closings
8 and make a ruling. But I just think that we need to make sure we've got
9 every single fact on the record and there's no question that I didn't
10 consider something somebody -- was somewhere in somebody's
11 pleadings or something because I -- at this point it's going to come down
12 to how those facts are interpreted by the court because the parties
13 disagree on their interpretation of those facts so just want to make sure
14 we've got every single thing in the record and we're ready to move on
15 then.

16 So I don't know, Mr. Payne, if you have any witnesses you
17 were planning on calling --

18 MR. PAYNE: No, it's --

19 THE COURT: -- or if it's just going to be --

20 MR. PAYNE: Your Honor, it's their burden and I think they've
21 rested if I understand their position.

22 THE COURT: Yes. I think they did rest and they made their
23 motion.

24 MR. PAYNE: Your Honor, the move to strike was the last
25 witness. They didn't disclose that. She referred to these documents

1 that supposedly Mr. Scheide had sent and I would move to strike her
2 and that entire testimony.

3 THE COURT: Okay.

4 MR. MOODY: Your Honor, I think we made it clear yesterday
5 with our pretrial disclosures that we did name Ms. Maffeo-Morrissey and
6 I don't know what documents she testified about --

7 THE COURT: She -- oh she just testified about reviewing --

8 MR. MOODY: Donations.

9 THE COURT: -- her own business records.

10 MR. MOODY: Exactly.

11 THE COURT: That the donation history that they have --

12 MR. MOODY: Exactly.

13 THE COURT: -- at St. Jude's.

14 MR. MOODY: She was here as a representative of St. Jude.
15 She testified very briefly about what they do and about the donations
16 that Mr. Scheide made. She was properly disclosed. Her testimony
17 should not be stricken.

18 THE COURT: Okay. Well --

19 MR. PAYNE: Your Honor, just they -- they didn't respond to
20 discovery. I sent discovery out said give me everything that you're going
21 to rely upon in this evidentiary hearing and they gave me nothing.

22 THE COURT: Okay. All right. Well, there were no records
23 that Ms. Morrissey brought with her. I mean this is just her own personal
24 knowledge working in that department. So I'm going to deny the motion
25 to strike and if we're -- if we're done then and ready to proceed then to

1 our closing arguments, I'd like to hear the closing arguments and we'll
2 take it from there.

3 MR. PAYNE: Fine.

4 MR. GEIST: Thank you, Your Honor.

5 THE COURT: So Mr. Geist, it's your burden of proof so you
6 get to go first.

7 MR. GEIST: Your Honor, our burden as petitioners was to
8 establish by a preponderance of the evidence, number one, to prove
9 that the lost will was in existence at the death of the person whose will it
10 is claimed to be or is shown to have been fraudulently destroyed in the
11 lifetime of that person. And number two, to clearly and distinctly prove
12 the provisions of the lost will by at least two credible witnesses and
13 that's from NRS 136.240 Subsection (3).

14 The term in existence in that statute has been interpreted by
15 the Nevada Supreme Court in the case *Estate of of Irvine versus Doyle*,
16 that's 101 Nevada 698, a 1985 case. And legal existence means a will
17 is said to be in legal existence if it has been validly executed and has not
18 been revoked by the testator; thus, a will lost or destroyed without the
19 testator's knowledge could be probated because it was in legal
20 existence at the testator's death.

21 The facts of the case I think are relevant to what we're
22 discussing today. In *Irvine*, the proponent of the lost will was prohibited
23 by the district court from putting on evidence, quote, to establish that the
24 deceased did in fact execute a valid will leaving the property to her and
25 that the document presented for probate was an accurate copy of that

1 will, unquote. The district court, quote, refused to allow any of this
2 testimony to be admitted on the ground that it was irrelevant to the issue
3 of whether the original will had been in actual physical existence at the
4 time of Irvine's death. The Nevada Supreme Court declared that the
5 decision of the district court in this case was based on an invalid
6 construction of NRS 136.240 Subsection (3) and must be reversed.

7 In this case, the opponent of the lost will, Theodore Chip
8 Scheide, III, the decedent's son who was specifically disinherited in the
9 October 2nd, 2012 will and the decedent's prior will, has repeatedly
10 claimed that St. Jude Children's Research Hospital must present proof
11 that someone saw the actual will at the death of Theo.

12 In this case, under Nevada law, a lost will may be admitted to
13 probate even if the original will cannot be found. What is a lost will?
14 Black's Law Dictionary says an executed will that cannot be found at the
15 testator's death. If I were to lose my car keys, how could I prove to you
16 that I lost them other than to say I can't find it? Thus, a lost will, the
17 proof of a lost will is we can't find it.

18 And the proof, as declared in *Irvine*, that St. Jude Children's
19 Research Hospital is required to prove is not that the original will had
20 been in actual physical existence at the time of Theo's death. St. Jude
21 Children's Research Hospital, as the proponent of Theo's lost will, bears
22 the burden of overcoming the presumption that the lost will was revoked
23 by destruction by the testator. However, this presumption is rebuttable.

24 All that St. Jude Children's Research Hospital is required to
25 prove that the testator did not revoke the lost or destroyed will during his

1 lifetime. That is straight from *Irvine versus Doyle*. Accordingly, we hold
2 that the words in existence and fraudulently destroyed taken together
3 convey the legislative intent to require the proponent of a lost or
4 destroyed will to prove that the testator did not revoke the lost or
5 destroyed will during his lifetime.

6 To overcome the presumption of revocation, a proponent of a
7 will has the burden of proving that the testator's will was more likely than
8 not left unrevoked at his death. Because the statute and the case law
9 do not set a burden of proof for the proponent, we have to rely on NRS
10 47.180 which describes the burden under presumptions generally. A
11 presumption -- under Subsection 1, a presumption under than a
12 presumption against the accused in a criminal action imposes on the
13 party against whom it is directed the burden of proving that the
14 nonexistence of the presumed fact is more probable than its existence.

15 Your Honor, we have provided substantial evidence to
16 overcome this burden. First of all, Theo carefully put his affairs in order,
17 solemnly committing his testamentary wishes to writing, by hiring Kristin
18 Tyler, a well-respected and experienced estate planning attorney, to
19 prepare his last will and testament. Kristin testified that Theo instructed
20 her to draft his will specifically to disinherit his son, Chip. Kristin testified
21 that Theo was estranged from Chip for 20 or more years.

22 Theo's October 2nd, 2012 will was signed by Theo in the
23 presence of two witnesses. Kristin Tyler and Diane Dewalt both testified
24 to the valid execution of the October 2012 will. Both Kristin and Diane
25 testified that they witnessed Theo sign the will, that they signed the will

1 in each other's presence as well as the presence of Theo and that they
2 believed Theo to be of sound mind at the time that he signed the will.

3 Both Kristin and Diane testified that they reviewed a copy of the will
4 which Kristin Tyler, the drafting attorney, retained in her files after
5 execution and it is identical to the will which they witnessed Theo sign.

6 We have demonstrated that Theo himself kept a copy of his
7 will on which he wrote October 2nd, 2012 updated includes a signature
8 that looks very much like Theo's signature on the will on the execution
9 page and notes in the margin which read, quote, note, organ donor
10 recorded on my drivers license.

11 Susie Hoy testified that that writing was wet ink original writing
12 on that copy. She testified that Theo's copy of his will with the
13 handwritten notes in blue ink stating October 2nd, 2012 updated was
14 found among his possessions at the start of the guardianship in
15 February 2014. Susie further testified that Theo's copy of the will was
16 also found among his possessions after his death.

17 Why would Theo keep a copy of his will with a note on it
18 indicating he was an organ donor? To notify whomever found Theo's
19 copy of his will after his death that he consents to the donation of his
20 organs as indicated on his drivers license.

21 Why would Theo keep a copy of his will with a note on it
22 indicating his will was updated October 2nd, 2012? To notify whomever
23 found Theo's copy after his death that his will was updated and
24 executed on October 2nd, 2012 as indicated in the copy.

25 Theo's copy is identical in all testamentary provisions to the

1 attorney's copy kept in Kristin's file. The handwritten notes in blue ink on
2 Theo's copy do not express any change to the attorney's will or its
3 provisions. Instead they appear to be notes which Theo himself kept as
4 a notice that he updated his will on October 2nd, 2012, and that he was
5 an organ donor as recorded on his drivers license.

6 Kristin also testified that Theo remained in contact with her
7 after the execution of the will for the next year and three months, asking
8 her for advice with various legal questions and issues. At no time during
9 this period did Theo tell Kristin that he wanted to revoke his October
10 2012 will. Theo knew how to revoke an estate planning document; he
11 revoked a power of attorney through Kristin before.

12 In fact, Theo reaffirmed to Kristin Tyler on August 22nd, 2013
13 that his desire was for his estate to be distributed to St. Jude Children's
14 Research Hospital as the beneficiary of his will. Susie Hoy testified that
15 Kristin remained Theo's attorney up to and through the guardianship of
16 Theo until his death.

17 Theo's stepdaughter, Kathy Longo, testified that in 2013 she
18 helped Theo pay his bills, do shopping and took him to lunch. In
19 October of 2013, she testified she helped Theo write a check for
20 \$10,000, what she believed, for what was -- for what he called was his
21 annual donation to St. Jude Children's Research Hospital.

22 Kathy testified that the last time she saw or heard from her
23 stepbrother, Chip, was back in the 1970s.

24 Kathy said that Theo's health decline was accompanied by
25 changes in behavior that were drastic and worrisome, including leaving

1 the keys to his house in the front door overnight and forgetting about
2 them. Theo's -- also Theo's request to keep his gun made her fearful for
3 the safety of others at the group home where he lived at the time.

4 Recall that Kathy also testified that Theo refused to let the
5 rehab facility and group home shower him or cut his hair. She felt
6 embarrassed to take him out in public because he insisted on wearing
7 pajamas and slippers to go to restaurants.

8 Kathy also testified that he pulled his pants down in a parking
9 lot and urinated next to her car at a store. She testified that all of this
10 was uncharacteristic for Theo and it wasn't the Theo that she knew.

11 As Theo needed more help than Kathy could give, Kathy was
12 willing to give, Kristin arranged for Theo to begin interviewing fiduciaries
13 to assist him. It was at one of these meetings with Theo in December
14 2013 that Kathy recalls hearing Theo say I'm leaving everything to St.
15 Jude's in Memphis, Tennessee.

16 Ultimately Theo settled on Nevada Guardian Services, who
17 was later appointed as the guardian of the person and the estate. Susie
18 testified that Nevada Guardian Services petitioned for a guardianship
19 after Theo was hospitalized in February 2014 for altered mental status.
20 The guardianship was established for the person and estate of Theo on
21 February 18th, 2014.

22 During the guardianship, Theo's health continued to decline as
23 he was transitioned from group home facility to hospital to rehabilitation
24 center to group home and back numerous times. Susie testified to the
25 documents that they received and relied on that showed as of May 21st,

1 2014 when he was hospitalized at MountainView Hospital, the doctor
2 indicated that Theo had progressively worsening dementia.

3 During the guardianship, that condition remained with him until
4 his death on August 17th, 2014. Even if Theo is presumed to have
5 testamentary capacity during the guardianship, we have presented
6 evidence to rebut such presumption and make his intentional revocation
7 of that will less likely during that time.

8 The Nevada Supreme Court has reaffirmed that testamentary
9 capacity is presumed and continues even after the testator has been
10 presumed incompetent to handle his affairs. That's from the case *In*
11 *Regarding the Estate of Blanchard*.

12 This presumption, however, is rebuttable by the party
13 challenging the will or the revocation by providing evidence that the
14 testator lacks such capacity. *Blanchard* establishes that.

15 In the *Blanchard* case, the Nevada Supreme Court considered
16 the following factors which supported determination that the testator in
17 that case lacked capacity to change his estate plan:

18 Number 1, the Nevada guardianship judge determined just a
19 few days after the execution of the will that the testator, age 94, was
20 incapacitated to the extent that a temporary guardian of the person and
21 the estate should be appointed.

22 Number 2, medical evidence in the form of a physician
23 statement supported the guardianship petition.

24 Number 3, in the new will, the testator gave his entire estate to
25 his two previously disinherited sons, a complete repudiation of the

1 testator's prior estate plan.

2 Number 4, one of the testator's disinherited sons took him
3 from his home in Las Vegas to California where the new will was
4 executed.

5 Five, the testator's estate plan was clearly established to
6 transfer assets by trust, not a will.

7 And finally, the testator died less than five months after
8 executing the new will while guardianship proceedings were still
9 pending.

10 As in the *Blanchard* case, substantial evidence shows that
11 Theo lacked testamentary capacity during the guardianship to revoke his
12 will. A Nevada guardianship judge determined in February of 2014 that
13 Theo, age 86, was incapacitated to the extent that a temporary guardian
14 of the person and the estate should be appointed. A general
15 guardianship was established about a month later.

16 Medical evidence in the form of the February 14th, 2017
17 physician statement from Dr. Man- -- Mardip (sic) Arora, M.D. supported
18 the guardianship petition. Additional medical evidence indicated that
19 three months after the establishment of the temporary guardianship,
20 Theo's dementia was, quote, progressively worsening.

21 Next, a revocation would pass Theo's estate to his disinherited
22 son, a complete repudiation of Theo's prior estate plan as evidence in
23 the copy of the will that he had in his possession and the prior original
24 will that he had executed and his attorney had held on to.

25 Next, Theo was transient during the guardianship, although

1 the disinherited son had no contact with Theo during this time. There
2 were numerous instances that his transition could have resulted in the
3 loss of the will.

4 Theo's estate plan was established to transfer assets by will,
5 not by intestate succession, hence the disinherited sole heir named in
6 the will.

7 And finally, Theo died while guardianship proceedings were
8 still pending almost six months after the establishment of the
9 guardianship. Therefore, it is less likely that the lost original 2012 will
10 was intentionally revoked after the establishment of the guardianship
11 and more likely that it was simply lost during that period.

12 You heard testimony from Susie Hoy that Theo was angry at
13 everyone, that he fired everyone. He fired Susie and Nevada Guardian
14 Services. He fired Kristin and her firm. But what you didn't hear was
15 that he ever fired St. Jude. He started making annual donations to St.
16 Jude clear back in 1993 and those donations continued and increased
17 until his last donation of \$10,000 in 2013. He never fired St. Jude and
18 the evidence and testimony has shown that until his death in August
19 2014, he intended to give his entire estate to St. Jude.

20 In the end, Susie Hoy testified that she assumed that he
21 destroyed the original will, that it was based on speculation and she
22 admitted that. No one has testified that Theo ever expressed his wish to
23 revoke his will. Although Theo had a shredder at the time during the
24 guardianship, he did not shred his copy of the will that he specifically
25 wrote on with post-death instructions. He kept it until his death.

1 Opposing counsel has provided no evidence which proves a
2 revocation in this. The *Irvine* court favorably cited the Colorado
3 Supreme Court's comment that, quote, there is no good reason a
4 testator should be decreed to have died intestate and his wishes
5 solemnly committed to writing be defeated by the loss or destruction of
6 what is after all merely the best and not the only evidence of his desires.
7 And that's from the case *Regarding Eder's Estate*, 94 Colorado 173,
8 1934, cited in *Irvine*.

9 The *Irvine* court further stated after that to ignore a testator's
10 desires when the testator has done all in his power to comply with the
11 laws concerning wills would be an injustice. We do not believe the
12 legislature intended such a result, close quote.

13 Theo's desires in leaving his estate to St. Jude Children's
14 Research Hospital must not be ignored. Your Honor, had Chip testified
15 that he spoke with his dad and that Ted said, son, I'm going to change
16 my will and make you the beneficiary, had Susie testified that she saw a
17 will, an original will in Ted's possession when she was appointed
18 guardian and it was gone after he died, or if we had a statute that said
19 no original, no will, we would be in a very different position. This case is
20 exactly why the statute provides for a rebuttable presumption.

21 St. Jude Children's Research Hospital has rebutted that
22 presumption and established that based on the evidence presented,
23 Theo left his last will and testament, dated October 2nd, 2012,
24 unrevoked at the time of his death as evidenced by the copy of the will
25 with his writing on it found in his possession at his death. And number

1 two, the provisions of the last will and testament dated October 2nd,
2 2012 are clearly and distinctly proved by at least two credible witnesses.

3 Theo's signature on that will can be interpreted as an
4 endorsement of the sentence that he put before that, October 2nd, 2012
5 updated. Therefore, Theo's October 2012 will should be admitted to
6 probate. Thank you, Your Honor.

7 THE COURT: Thank you.

8 MR. PAYNE: Your Honor, I'll just briefly comment about this
9 issue of the will, the previous Court's orders, because I don't think that
10 was really addressed. There was a petition brought that St. Jude's was
11 on notice to appoint Susie Hoy. They didn't appear at that hearing, they
12 didn't object. Susie Hoy asked the Court for time to look for an original
13 will. She presented a petition based upon the testimony of Kristin Tyler,
14 the estate planning lawyer, that she was advised the original was in his
15 possession. She had been his guardian at this point and there was no
16 evidence during that process that Mr. Scheide said, oh, I can't find my
17 will; where's my will, Susie? To the contrary, he remained quiet.

18 If St. Jude's would have come here to Your Honor and said,
19 oh, Mr. Scheide in the last weeks of his life had mailed a copy of this will
20 to us and we have it and we were going to mail it back to Ms. Kristin
21 Tyler so that she could probate it and somewhere somehow it
22 disappeared, we then would be talking about NRS 136.230, lost or
23 destroyed wills.

24 They bring a petition. The petition is based upon the affidavits
25 of Diane Dewitt and Kristin Tyler. Kristin Tyler's telling Your Honor that

1 this document is in existence based upon all speculation. She
2 speculates that her client would have called her; the client would have
3 told me he wanted somebody other than St. Jude's. There's one huge
4 problem. She quit communicating with her client.

5 Your Honor, they have in her file all of her correspondence
6 with her client. They made a big deal this is -- Ms. Tyler, this is your
7 complete file, yes, this is my complete file all of my correspondence with
8 my client. There's not one piece of evidence in that file, there's not one
9 letter that was written by Mrs. Tyler -- you got to remember, Your Honor.
10 Velma Shay died. The object of this will died. She died on January
11 31st. So he did the June will, did the October will.

12 Now you know that he -- that Karen Hoagland, the executor of
13 the June will, has quit, had a falling out, whatever describes it, and he
14 within three months, June, July, September, October, does a new will.
15 And he knows that Karen is out and that Patricia Bolen or somebody like
16 that is now going to be in.

17 The problem was and the evidence was is that Patricia Bolen
18 also quit. Or had a falling out. I think she was a housekeeper. The
19 testimony was that she got caught stealing and he wanted her out. And
20 in fact, she resigned; she sends a letter resigning.

21 Now what's interesting about that dichotomy, Your Honor, is
22 that she resigns only as to the power of attorney, but she's still the
23 executor under the October will. And again, Your Honor, I wouldn't
24 make this a big point except for the statutes make it a big point. Service
25 of a petition -- NRS 136.120, service of a petition presented by a person

1 other than the named personal representatives, which in this case would
2 be Karen and Patricia Bolen, if a petition for probate is presented by a
3 person other than the personal representative, which wasn't Susie Hoy,
4 named in the will or if presented by fewer than all the PRs, the petition
5 must be served upon the personal representative not joining in the
6 petition.

7 And the reason why that's in there, Your Honor, is the
8 personal that's the executor, the fiduciary of your estate is a big deal.
9 Okay? It was a big deal that he -- they couldn't find anybody take care
10 of him. They couldn't find - you heard lots of evidence they couldn't find
11 anybody that wanted to do this. Well we know Karen resigned, we know
12 Patricia resigned and we know Velma died. And you know what he
13 does? He rips up his will. That's a very natural circumstances based
14 upon what had gone on in his life.

15 Don't forget, Your Honor, you're the one that said there wasn't
16 enough evidence presented that he didn't rebut the -- let me back up.
17 Your Honor, the common law, as Your Honor is well aware, says that if
18 you can't find the original will, then presumed to be revoked. There's a
19 good reason why that is. There's a good reason why you need the
20 original document because we don't know what Mr. Scheide wrote on
21 the original.

22 Now we know he wrote on a copy. I don't think there was a
23 foundation laid as to his handwriting but he wrote on that I'm an organ
24 donor. In fact it makes as much sense to keep that copy around that I'm
25 an organ donor so that if somebody finds (sic) that, they can check his

1 drivers license, right? Oh he's an organ donor.

2 And he writes updated. Updated. That means there's another
3 document, or that this document has been changed. And that's the key
4 is why the courts need the original document is so that -- and Your
5 Honor knows that sitting in probate court you probably have seen
6 multiple copies that come through the courthouse that have lines on
7 them and scratches and scribbles and all kinds of notes, what have you.
8 Happens all the time. That's why we need the original.

9 Now the copy that was admitted can only be admitted as if
10 you had the original to compare it to. An unaltered copy, an -- excuse
11 me, an original. If you had the original, you could compare it to the copy
12 to see what's changed. The copy that was presented as evidence is not
13 an authenticated copy. They didn't even get their copy in properly.

14 The copy that they needed was the copy that Kim Boyer had,
15 or Susie Hoy. They never presented that to this Court with this alleged
16 blue handwriting on it. And if you also would have seen that, it's
17 highlighted. It's been altered. It's highlighted. If you look at these
18 exhibits and their copy of their will, it's been highlighted. So that
19 document has been altered and in order to admit a copy, you need the
20 original so that you can compare what was in the original to the copy
21 and that's why the statutes require originals.

22 Now, this presumption that they did not overcome has a very
23 -- and these facts with a man who did a will in June of 2012 and passes
24 in August of 2014 -- and you heard the testimony of Susie Hoy. Susie
25 Hoy was quite clear that this guy was not your typical guardian who was

1 bedridden. He was not your typical garden (sic) -- excuse me, propo- --
2 or ward that was in a bed with IVs, et cetera. Yes he was in and out of
3 the hospital which as we heard. And this really was not an issue of
4 competency when I brought up this motion to dismiss or the motion to --
5 excuse me, to object to this matter was -- and I think Your Honor was
6 there, said no, we're not going to have a competency test.

7 And in fact, Your Honor, we didn't really know where you were
8 going with this until you issued your minute order last week when you
9 said I need more evidence from Kristin Tyler. So when you were looking
10 at this two weeks ago, you must have been thinking well Ms. Kristin
11 Tyler is going to say -- going to have to say something about it was this
12 copy got lost and that's why we kept waiting for Kristin Tyler to say
13 something. Is it lost or do you know know?

14 Now, she took a legal position that it was in legal existence
15 based upon her affidavit, but again we asked her what is the basis of
16 that. I gave him the original in 2012. And so you never saw the original
17 document again? That's right. Okay.

18 Now, Ms. Tyler, who is a -- by all accounts a qualified, careful
19 estate planning lawyer, the problem is she had an agenda, Your Honor.
20 Her agenda was to help St. Jude's.

21 How hard or how difficult would it have been to have a letter in
22 her file that said dear Mr. Scheide, I understand that Velma has died and
23 it's okay because we have St. Jude's as the contingent beneficiary and if
24 you're in agreement with this, please sign and date this and return this to
25 my file? Boom. We wouldn't even be here, Your Honor. We wouldn't

1 be here.

2 One of the earlier letters that were submitted in the pleadings
3 in this matter was correspondence that I had with Ms. Tyler and I was
4 concerned about a letter that came back and reaffirmed these
5 documents. Any evidence that reaffirmed that after June 2012 or
6 October 2012, that in light of the things that had transpired in this guy's
7 life, that he didn't come back and say you know what, everything is
8 okay, maintain everything the way it is. Over a two-year window, there's
9 nothing in the file to confirm that and Kristin Tyler sat there under oath
10 and said I did not communicate with my client after January -- excuse
11 me, after December or January of 2013 (sic). She had no
12 communication with him. She was quite adamant about that.

13 How do you communicate with a client if you're not speaking
14 to them? How do you communicate with a client if you're not writing
15 letters? She didn't want to communicate with him, Your Honor. She
16 had him put in a guardianship without notice to her (sic) son, and Your
17 Honor, as an officer of the court, I have to tell you I've got to scratch my
18 head on this one. There was a petition for guardianship that was filed,
19 there were citations that were issued, there was notice of entry of an
20 order, there was an inventory that was filed, there was a guardianship
21 first and final accounting. Two seasoned attorneys, two seasoned
22 attorneys that do a lot of probate, a lot of guardianship and a lot of
23 estate planning should have said wait a minute, this petition is -- needs
24 to be noticed.

25 Kristin Tyler knew she had Chip Scheide around. You know,

1 he -- counsel here makes this huge deal that oh he wanted her (sic)
2 disinherited. Well Kristin Tyler should have said to Kim Boyer why isn't
3 Mr. Scheide on this petition. We know he has a son, the two of them
4 exchanged information.

5 And let me tell you about Susie Hoy. Susie Hoy was stuck in
6 the middle between Kristin Tyler and Kim Boyer. Susie Hoy admitted on
7 the stand that she uses Kristin Tyler as her attorney. Susie Hoy and
8 Kim Tyler -- and Kim Boyer got thrown under the bus. Kristin Tyler gives
9 her only the information that they want when it's convenient, doesn't say
10 anything after the petition has been filed and until he's dead, and then
11 two years later she pulls out a June will that she'd been sitting on in her
12 file. She'd been sitting on the original of the June will for two years and
13 she lodges it. She lodges the June will.

14 And you know why she -- Your Honor, there's a statute right
15 on point. 136.050, a person having possession of a will within 30 days --
16 excuse me, shall within 30 days after knowledge of the death of the
17 person who executed the will deliver to the clerk of the district court
18 which has jurisdiction. Any person named as a personal rep in a will
19 within 30 days after that sound mind blah blah blah present to the clerk.
20 Every person who neglects to perform any of these duties required in
21 subsections 1 and 2 without reasonable cause is liable to every person
22 interested in the will for damages the interested person may sustain by
23 reason of neglect.

24 Now, you can't tell me that Kristin Tyler -- excuse -- Kristin
25 Tyler didn't know he was dead. She's sending correspondence over to

1 Kim Boyer to pay her bills. Kristin Tyler can't sit there in good faith and
2 said I didn't know Mr. Scheide died, I just happened to be checking the
3 probate records two years later and oh, I see it's going to -- going to go
4 to Chip Scheide and I better do something about this.

5 She lodges the June will two years later. You know why she
6 didn't lodge that when he died? Because she knew it wasn't any good.
7 It was revoked as a matter of law by the October will. She knows she's
8 got an unrevoked document in her file, yet she lodges it?

9 And Your Honor, if you'd have looked at that petition that they
10 filed, that petition that they filed to probate the June will -- Your Honor's
11 done a lot of this. You look at that petition, they don't even reference the
12 October will. They don't reference what they had done previously when
13 they came to the court and said he died without a will, he died intestate,
14 they don't reference the petition for instructions.

15 And had nobody had seen that, including the probate
16 commissioner, that will would have been -- that petition would have been
17 granted. It's -- if I had not been involved in this case and told Mrs. Boyer
18 to take that off calendar, that petition would have been granted. That'd
19 been fraud on the court. That would have been fraud on you, that would
20 have been fraud on my client and would have been fraud on the court.

21 That petition is extremely misleading. And I strongly
22 recommend you take a look at it because you're going to look at it and
23 you're going to go there's something not right here. It was taken off
24 calendar. St. Jude's then says well, we want you, Kristin Tyler, to re-file
25 it. Excuse me, Ms. Boyer, want you re-file it. No, we're not going to

1 re-file it. I've got to remain neutral. Mr. Payne's on one side, St. Jude's
2 on the other, I've got to remain neutral.

3 St. Jude's then decides to file this petition in September, which
4 we pointed out earlier on is late on its face. And all's I have to go, Your
5 Honor, is -- and all Your Honor has to go by is what was presented in
6 this petition filed September 13th, 2016, petition for probate of lost will.
7 Goes through all this back story of who did what, why Susie Hoy did
8 what she did, why we did what we were going to do. They allege
9 jurisdiction under 136.012. That's the wrong provision. Jurisdiction is
10 under -- this case the lost will statute under 136.230 so this petition was
11 rushed to -- brought to Your Honor.

12 Based upon information and belief, but the only paragraph in
13 the entire petition that we really need to even talk about is paragraph 13.
14 The original will has not be found, but petitioner alleges that the October
15 2012 will is merely lost by accident. So they don't even go on the rest of
16 the statute which is or by -- or destroyed by fraud without the knowledge
17 of the testator.

18 So they're stuck with what they alleged in their petition, merely
19 lost. What does merely mean? Am I merely pregnant? It's either lost or
20 it's not.

21 Now, Your Honor, I sent them discovery and I said your
22 petition fails; it does tell me what lost means. And they send back in
23 their discovery -- and I asked them specifically in their interrogatory in
24 your petition for probate of lost will, you assert, and I put this in quotes,
25 that the October 2012 will is merely lost by accident. Please state with

1 specificity each fact and opinion upon which this contention is based and
2 state the identity of each person having witnessed this or has personal
3 knowledge or accept knowledge of the facts and provide a copy of each
4 document which contains information which tends to substantiate the
5 facts alleged in your petition.

6 Answer to interrogatory filed by St. Jude's on January 5th,
7 2017: Prior to filing the petition, St. Jude's obtained the affidavits of
8 Diane Dewalt and Kristin Tyler, witnesses to the October 2012 will, who
9 both attest to the best of their knowledge the decedent did not
10 intentionally destroy or revoke their will.

11 What knowledge did you have, Mrs. Diane Dewalt? I had no
12 knowledge after June -- October 2nd, I never saw this guy, barely even
13 remembered him.

14 Kristin Tyler, what knowledge do you have that the will's lost
15 by accident? She doesn't have any knowledge, Your Honor. Her
16 affidavit says that it's still in existence.

17 And that's why I brought the second motion for judgment on
18 the pleadings. You can go through this entire affidavit, it's three pages,
19 which if you recall, Your Honor, she changed. She changed her affidavit
20 and she took out the provision -- if you look at what she -- what she's
21 changed, it had to do with Mr. Theodore Chip Scheide, III. It -- she
22 wouldn't -- she was comfortable signing the magic language that he
23 wanted her -- that she could say that he wanted her (sic) disinherited.
24 She took that out. And she also took out that she couldn't say that he
25 didn't have any contact with her (sic) son.

1 You know why? She wasn't communicating with her client.
2 She put him into a bogus guardianship. She had -- and the testimony
3 wasn't crystal clear on that. Susie Hoy shows up at Kim Boyer's office,
4 signs this petition, puts him under guardianship, but Susie Hoy hedged
5 her bet a little bit, she wasn't sure if she'd spoke to Kristin Tyler or
6 whether she's talked to Kim Boyer, but there's real strong evidence
7 between the two that Kristin Tyler and Kim Boyer are having this
8 communications about Mr. Scheide and we need to bring this petition.

9 Your Honor, do you remember what the guardianship
10 commission -- one of the single reasons why the guardianship
11 commission was -- Justice Hardesty caught wind of this thing? It was
12 this isolation of people from their friends and family. You find an
13 individual that has no friends and family, you find an individual that has a
14 little bit of money and you isolate them. And you isolate the people that
15 their friends and family aren't in the state of Nevada. And this
16 guardianship commission listened to case after case after case of
17 people coming in there and these parents and family members are taken
18 away from them and put under guardianship and the -- and you, Your
19 Honor, as the new guardianship judge know how important notice is.
20 There's a citation that has to be issued. You don't think Ms. Tyler knows
21 about a citation process that has to be served on Mr. Scheide? You
22 don't think that Kim Boyer knows about a citation process that needs to
23 be served on Mr. Scheide, personally served?

24 My client, if he had been served, would have been on an
25 airplane in a minute out here to see his father. He was denied access to

1 his father, he was denied access to --

2 THE COURT: He didn't testify.

3 MR. PAYNE: I'm sorry?

4 THE COURT: He didn't testify.

5 MR. PAYNE: I understand that, Your Honor --

6 THE COURT: So don't quote --

7 MR. PAYNE: -- but I can make an offer of proof.

8 THE COURT: I mean he didn't testify, you need to move on.

9 He did not testify. He could have told the Court that, he didn't.

10 MR. PAYNE: Your Honor, fine. Bottom line is that these
11 people kept him isolated from his family. They didn't provide him notice.
12 The guardianship is void.

13 Now, I brought this issue up to you before and you said I don't
14 really think I have jurisdiction because he's dead. But I said, Your
15 Honor, I can move to set aside that guardianship at any time. If they
16 don't have the jurisdictional requirement, it's void as a matter of law.
17 And I think Your Honor has to void that guardianship in these
18 proceedings. I think Your Honor can and I think it's the right thing to do.

19 And the problem with that and the reason why they're not
20 going to want guardian voided because this was about fees. Kim Boyer
21 and Susie Hoy charged \$100,000 in fees in the guardianship case. Can
22 you imagine if that guardianship is set aside what's going to happen?
23 They're going to have to pay these fees back.

24 Why didn't they give notice of these proceedings -- it's bad
25 enough that St. Jude didn't give notice to Patricia and Karen and

1 Nevada State Bank, but Kim Boyer's office didn't give notice of the
2 personal representatives under these documents. There was a lot of
3 little things that were slipping through the cracks on this thing. A lot of
4 times notice wasn't given and you start after a while to recognize a
5 pattern and practice.

6 And they didn't give notice and whose fault is that? Is it the
7 lawyer's fault? We got two lawyers in this case. You had Susie Hoy in
8 the middle of this. Somebody's got some problems here, Your Honor.

9 Now, again, I'm sitting in this trial and I'm waiting for evidence
10 of a lost will or that it was (sic) been accidentally destroyed, and you're
11 the gatekeeper of that and in fact I think Your Honor was perplexed at
12 Mr. Geist's opening statement because I kept thinking he's going to go,
13 Your Honor, we've got all this great evidence that we found that Mr.
14 Scheide had lost his will and that he had told everybody about losing it
15 and he couldn't find it and I thought for sure, you know, you'd have some
16 evidence that Mr. Scheide said goddammit where's my will, Kristin Tyler,
17 I -- I've told you I can't find my will, I think Chip Scheide has stolen it --
18 and that's the purpose of that statute. That statute is designed for a
19 situation where somebody has lost their will by an intervening act.

20 And I told you that, Your Honor, I was a little confused by the
21 question that you asked at the hearing before. You said I don't get the
22 statute in existence at the time of death. Well it's got to be in existence
23 at the time died because of the normal -- the presumption that it's
24 revoked, but if you can prove it was in existence at the time of his death,
25 you've got to have somebody that said on or around August 17th, 2014

1 that I saw the document. That's the law, okay? In existence.

2 And then we had this side bet or side discussion whether you
3 need one or two. Remember, Your Honor, you need two credible
4 witnesses, two credible witnesses. We don't have one credible witness.

5 And Your Honor, the normal situation where -- is again where
6 somebody has Aunt Jilly -- Jill in Nevada and Aunt Jill did a will in
7 Minnesota and someone picks up the will in Minnesota after Aunt Jill
8 dies, mails it out here and the original gets lost or destroyed. And then
9 that's a very easy case where you come in and you say it was in
10 existence. In other words, I had the original before she died and I sent it
11 to Nevada and it didn't show up.

12 We don't have that in this case. We don't have proof -- again
13 that's -- Your Honor, I kept expecting this trial of a lost will. Well what it
14 was a trial of trying to -- and counsel did a very good job at obfuscating
15 the issues. You have to get over the issue of a -- of alleging -- it's fraud,
16 Your Honor. A lost will or is -- is a fraud case and their pleadings have
17 to allege with specificity, and that's what I said when I brought my first
18 motion said, Your Honor, I object to this motion, it doesn't have the
19 specificity of how the will was lost.

20 Oh, I got to give them time, Mr. Payne. You know, Your
21 Honor, you said to us, you said well how much time do I give these
22 guys? And you looked at Mr. Geist and you said well, how much time
23 do you need? You were on notice of the original petition, you didn't
24 react to that. You got the petition for instructions, you didn't act to that --
25 act for that. There's an order declaring it's gone intestacy, and now in

1 September they come back and say two years later that we've got this
2 story that we've created.

3 Karen Longo, Your Honor. Kathy Longo. She didn't know if it
4 was a copy or a will. She called him mean, she called him
5 embarrassing, she called him cruel. She didn't work. She told the story
6 about him supposedly going -- urinating in the public. She doesn't know
7 anything about this being lost or destroyed. She didn't even see the
8 original.

9 And in fact if you'd have read her deposition, she said I
10 thought -- strike that. If you would have listened to her, she's telling you
11 a story that doesn't make any sense. She was -- wanted to be his
12 guardian, she wanted to charge a fee and he didn't want anything to do
13 with her. She owed him money and if you look in Kristin Tyler's notes,
14 she wanted money from him. That's what she said. She said he
15 wouldn't -- he didn't want to pay me; I lived across town and he didn't
16 want to pay me. And we had this major misunderstanding, falling out,
17 whatever you want to call it. If they're going to go and rely upon Kathy
18 Longo, I think it's a very difficult road to travel.

19 I thought that Kathy Longo was going to come in and say,
20 Your Honor, I moved him, I saw the original will, I remember putting it in
21 an envelope, I remember putting it in a box, I very carefully took that box
22 to his rest home, we unpacked it, we put everything up in the bookshelf
23 and then he went into the hospital and I left it up on the bookshelf and
24 when he died we came back to look at it and it's now missing. That's a
25 lost will by accident, Your Honor, an intervening act.

1 And *Irvine versus Doyle* which they love to rely upon if you
2 recall, Your Honor, was an intervening act. That was a case when
3 Judge Pavlikowski didn't give them enough time and the supreme court
4 reversed it and said you need to have an evidentiary hearing on this,
5 and Your Honor picked up on that.

6 So -- and you don't know what the outcome was, you don't
7 know what the evidence of a lost will was in that case. You know there
8 was an intervening act, but you don't know whether they proved it. And
9 that case is not what applies to these facts.

10 Now Mr. Geist likes to talk about this other case that was
11 recently reversed I -- or was issued by the supreme court and that's a
12 case where I clearly argue that I think you still have testamentary
13 capacity during a guardianship. In fact Your Honor asked a really good
14 question. What's the legal effect of a guardianship? Once somebody's
15 in a guardianship, what's the legal effect?

16 And Your Honor said, you know, well, if Mr. Scheide would
17 have not wanted to do a new will, he would have contacted Susie Hoy.
18 Really? Well does Susie Hoy have some duty to say hey, Mr. Scheide, I
19 need to see your original will? Where is it? And if he says no because
20 by their very nature they're private. These are confidential documents.
21 And by their very nature they don't come into play until you die.
22 Remember it's a last will and testament, a testamentary document.

23 You think Mr. Scheide was going to go around -- you know, he
24 probably did, for sake of argument, I'm going to give it all to St. Jude's,
25 I'll give it to St. Jude's, I'll give it to whoever I want to, get out of my

1 house, don't tell me what to do. Well you heard the evidence he was an
2 angry guy, you know. He -- people were coming at him, but nobody
3 wanted to help him. You heard that over and over again, nobody
4 wanted to help him. Nobody gave a rat's ass including Kristin Tyler.

5 Kristin Tyler didn't communicate with her client. By her own
6 admission, she didn't write a letter and says this is what he wants. You
7 know, there wasn't a letter and said hey dear client, your -- Velma died,
8 I'm so sorry, but this will confirm that your will is still in place and that
9 should go to St. Jude's. I wouldn't even be here, Your Honor. I wouldn't
10 be making these arguments.

11 Your Honor, the law is so clear in this case. They don't have
12 the facts, so what do they do? They create a diversion. They don't
13 have a law, they don't have the law on their side so what do they do?
14 They argue this ridiculous more probable than not under paragraph 5(a)
15 of that statute.

16 They submit an unverified petition by a guy who knows
17 nothing about this case. They don't -- it's not even under penalties of
18 perjury. It's done in accordance with Tennessee law based upon
19 information and belief. Their petition is defective because they didn't
20 give notice to Patricia Bolen and Karen. Their affidavits don't meet the
21 burden of a lost will. Their evidence that they submitted to you was all
22 speculation, was all a bunch of well what about this and if he would only
23 have told me he didn't want St. Jude's.

24 Your Honor, how many people go around telling their clients --
25 what you don't know, Your Honor, is who he spoke to. He may have

1 spoken to Jasen Cassady. In fact, Kristin Tyler sat up there and said
2 well I got the file from Jasen Cassady. What was interesting about
3 Jasen Cassady's file and Kristin Tyler's file is it didn't even have the
4 previous will, the previous will that Velma was in, or a previous will that
5 her children were in.

6 So we don't know if he spoke to another attorney. We don't
7 know if he called up anybody and said how do I get rid of this will? What
8 do you think the attorney's going to say? He's going to say rip it up, tear
9 it up. That's how you get a -- destroy a will. You rip it up. I mean
10 almost everybody knows that.

11 I think they have abandoned their petition to probate the June
12 will. Your Honor, as a matter of law, Kristin Tyler October will revokes
13 that. That's out. June will's out as a matter of law. Only leaves the
14 October will. Statute says they need to prove that it's in existence the
15 time of the death. August 7th, at that time. Not one week later, not a
16 month earlier, not during the guardianship.

17 And Your Honor, there was more than ample opportunity for
18 Mr. Scheide to revoke this will. Patricia Bolen didn't want to do -- wrote
19 a letter says I'm out of here, you're fired, you were stealing from me, rips
20 it up. Velma Shay, his girlfriend, the object of this will, dies, rips it up.
21 The 2013 removal of Patricia Bolen which happened in 2013, Patricia
22 Bolen says I don't want anything to do with this guy, ripped it up.

23 What do you do if you can't communicate with your attorney?
24 He's Mr. Scheide. Kristin Tyler's not returning his phone calls. What
25 does he do? Kristin Tyler you're fired. You put me into this

1 guardianship. She's the one that was pushing on him to have these
2 interviews with Susie Hoy -- you heard all about this. And Susie Hoy
3 was involved in these meetings, she's pushing this guardianship, she's
4 pushing this guardianship. He's a mad, angry individual. What do you
5 think he did? He's going to take it out on somebody. Kristin Tyler's got
6 his original because that's the one that was done in the hospital. He's
7 got the October will. He rips it up. Kristin Tyler's not going to benefit
8 from this. I have a son. He tells people in the hospital he has a son.

9 Their case is based upon speculation, law that doesn't exist --

10 MR. CHRISTOPHERSON: And defective petition. And a bad
11 petition.

12 MR. PAYNE: And a bad petition. Thank you.

13 And at that point I will rest, Your Honor.

14 THE COURT: Thank you.

15 Okay. Mr. Geist.

16 MR. GEIST: Thank you, Your Honor.

17 THE COURT: All right.

18 MR. GEIST: Counsel is right. The law is clear, Your Honor.

19 *Irvine versus Doyle* sets the standard upon which a lost will may be
20 admitted to probate. And it says -- if I can get to that. This is quoting
21 the *Fox* case in a New York court of appeals. In other words, all that
22 Section 143 in New York which the *Irvine* court indicates it is a corollary
23 to 136.240, all that section requires is proof that the testator himself had
24 not revoked the lost or destroyed will, proof that would overcome the
25 common law presumption of revocation. Accordingly we hold that the

1 words in existence and fraudulently destroyed taken together convey the
2 legislative intent to require the proponent of a lost or destroyed will to
3 prove that the testator did not revoke the lost or destroyed will during his
4 lifetime.

5 It does not say in there that the proponent has to prove an
6 intervening act. It does not say in there that the proponent of a lost or
7 destroyed will has to prove that will was physically in existence and if
8 you'll recall the facts of the case, that was what the district court had
9 decided, dismiss the case because the district court held you can't prove
10 that that will was physically in existence. The supreme court reversed.

11 The law is also clear, Your Honor, that an order declaring
12 intestacy is not a final act. It's not a final order. NRS 136.010 (sic) says
13 any other interested person may, at any time after the death of the
14 testator, petition the court having jurisdiction to have the will proved,
15 whether the will is in the possession of that person or not, or is lost or
16 destroyed, or is beyond the jurisdiction of the state.

17 NRS 141.050 describes the change in administration from one
18 administrator to another. In particular it says: If, after granting letters of
19 administration on the ground of intestacy, a will of the decedent is duly
20 proved and allowed by the court, the letters of administration must be
21 revoked and the power of the administrator ceases, and the
22 administrator shall render an account of his or her administration within
23 such time as the court directs.

24 Your Honor, this would not be the first case in a probate court
25 in Nevada where it began as an intestate administration, a will was

1 subsequently admitted and ended as a testate administration.

2 Your Honor, some of the statements by counsel are provably
3 false. He claims that the verification of St. Jude's petition was not done
4 under penalty of perjury, it fails. First of all, he claims it wasn't even
5 verified. There is a verification. Reading from the verification, Fred E.
6 Jones, Jr., on behalf of St. Jude Children's Research Hospital, being first
7 duly sworn under penalty of perjury.

8 Opposing counsel also stated numerous statements against
9 Kristin Tyler that just must be responded to. First of all, the guardianship
10 of Mr. Scheide was initiated by Kim Boyer as the attorney for Susie Hoy
11 and Nevada Guardian Services. Whether or not they knew about Theo
12 at the time, Kristin Tyler, in an email, May 19th, sent to Susie Hoy and
13 others at the office, said here are his estate planning documents, I
14 wondered what the status was, he has a son. Prior to that, when the
15 guardianship was established and she emailed those copies to Kim
16 Boyer she said the same thing. He has a son.

17 Susie Hoy of Nevada Guardian Services testified that she met
18 with Theo prior to the guardianship. Nevada Guardian Services was
19 involved. Judy Coulter (phonetic) from their office was involved with
20 that. There was no conspiracy.

21 Your Honor, the law is clear that the two credible witnesses
22 required for a proponent of the lost will are required to prove the
23 provisions of that lost will. Quoting from the statute, NRS 136.240
24 Subsection 3: In addition, no will may be proved as a lost or destroyed
25 will unless it is proved to have been in existence at the death of the

1 person whose will it is claimed to be, or is shown to have been
2 fraudulently destroyed in the lifetime of that person. That has been
3 interpreted by *Irvine versus Doyle*.

4 Now, comma, nor unless its provisions are clearly and
5 distinctly proved by at least two credible witnesses. It's common
6 practice when trying to admit a lost will that we don't have the original
7 that we get two witnesses to that will to testify that the provisions are
8 there. We don't even need to get there because we have a copy of that
9 decedent's will.

10 Finally regarding the petition for instructions that was filed in
11 this case, May of 2015, we don't believe Chip has standing to challenge
12 the lack of notice to the named executors. But if that issue were
13 properly raised, if notice were given and either of those executors from
14 the June will that he claims, Karen Hoagland, or Patricia Bolen from the
15 October will appeared in favor of admission, we would assume Chip
16 would likely have opposed them as well like he's opposing St. Jude.

17 Lack of notice of the petition then in this is a head fake. This
18 estate is ready to be closed. That was what prompted this was a
19 petition to approve the final accounting and distribute this. And it was
20 Kristin Tyler's notice that this was being administered contrary to Theo's
21 wishes in his will that prompted her to reach out to St. Jude Children's
22 Research.

23 Now regarding St. Jude's notice of the initial petition for
24 instructions May 5th -- or May 6th, 2015, looking at paragraph 4 of Ms.
25 Hoy's petition, it says due search and inquiry has been made to

1 ascertain if the decedent left a valid will and copy -- valid will, and a copy
2 of a last will and testament dated October 2nd, 2012 was located but the
3 original has not been found. See copy attached hereto.

4 That does not say that a copy was found with wet ink writing
5 from the testator on that copy. It just says a copy of the will. It did not
6 provide adequate facts for anybody to ascertain what the status of that
7 will was.

8 She further says in paragraph 6 the special administrator,
9 Susie Hoy, believes the decedent destroyed any original estate planning
10 documents he may have executed prior to his death. She's already
11 testified that that was based on mere speculation. She had no basis to
12 believe that other than he was angry at everybody and she speculated
13 that he destroyed it because of that.

14 St. Jude is properly before this Court with their petition to
15 admit the lost will. We have met the burden and we would ask that the
16 Court admit the will of the decedent.

17 THE COURT: Okay. Thanks. Well, I appreciate the time and
18 effort everybody put into this. As I said, I did want to hear for myself
19 what the witnesses had to say. So I'll take it under advisement and I'll
20 send you a decision.

21 [Colloquy between the Court and the Clerk]

22 THE COURT: My girl is to get it to you before August 15th, so
23 my two-month deadline.

24 MR. PAYNE: Thank you and your staff, Your Honor.

25 THE COURT: Okay, well thank you everybody. I appreciate

1 everybody coming and from, you know, Pennsylvania and Tennessee.
2 Appreciate the fact that all the witnesses took the time to be here and
3 Ms. Hoy and Ms. Tyler, their cooperation as well. This involved a lot of
4 people and a lot of documents.

5 I just want to make sure we've got it clear what the exhibits
6 were you -- you went over that yesterday --

7 THE CLERK: Yes.

8 THE COURT: -- I think I heard you doing? Uh-huh.

9 THE CLERK: And Mr. Payne confirmed this morning he's
10 okay with that.

11 THE COURT: Okay. All right. So we know what the exhibits
12 that are in evidence are and that's what we'll be sending you a decision
13 on in a few weeks. So thank you all very much.

14 MR. GEIST: Thank you, Your Honor.

15 MR. MOODY: Thank you, Your Honor.

16 THE COURT: Good to see you guys.

17 THE MARSHAL: All rise.

18 [Proceedings concluded at 11:38 a.m.]

19 * * * * *

20
21 ATTEST: I hereby certify that I have truly and correctly transcribed the
22 audio/visual proceedings in the above-entitled case to the best of my
23 ability.



24
25 Tracy A. Gegenheimer, CER-282, CET-282
Court Recorder/Transcriber



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DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Estate of
THEODORE E. SCHEIDE JR. aka
THEODORE ERNEST SCHEIDE JR.,
Deceased.

Case No.: P-14-082619-E

ORDER SEALING TRIAL EXHIBITS

This matter having come on for trial before this Honorable Court on June 15, 2017, and argument having been heard; for good cause appearing:


IT IS HEREBY ORDERED that all of Exhibit 6 and all of Exhibits 7(a) and 7(b), which were admitted into evidence shall be SEALED by the Clerk.

IT IS FURTHER ORDERED that the Clerk of the Court shall SEAL all of Exhibit 6 and all of Exhibits 7(a) and 7(b).

DATED this 22nd day of June, 2017.


DISTRICT COURT JUDGE

Submitted by:


KIM BOYER, ESQ.
Nevada Bar #5587



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9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 In the Matter of the Estate of

Case No.: P-14-082619-E

12 THEODORE E. SCHEIDE JR. aka
13 THEODORE EARNEST SCHEIDE JR.,

14 Deceased.

15 **PETITION FOR APPROVAL OF ACCOUNTING AND REPORT OF**
16 **ADMINISTRATION; PETITION FOR APPROVAL OF FEES AND COSTS**

17 SUSAN M. HOY, renders to the court her Petition for Approval of Accounting
18 and Report of Administration; Petition for Approval of Fees and Costs for the Estate of
19 THEODORE E. SCHEIDE JR. aka THEODORE ERNEST SCHEIDE JR., and represents as
20 follows:

21 1. On or about August 17, 2014, the decedent died testate in Clark County,
22 Nevada, leaving an interest in and to certain personal property located in Las Vegas, Nevada, the
23 nature and extent of which is as described by the Inventory, Appraisal and Record of Value on
24 file with the court.

25 2. Petitioner has been since May 26, 2015, and now is, the duly appointed
26 and qualified Administrator of said estate. Notice to Creditors was duly published as required by
27 law, as appears from the affidavit of publication on file herein and more than 90 days have
28 elapsed since the first publication thereof. The time for presentation of claims against said estate
expired on or about August 26, 2015, and all claims presented have been paid.

1 3. An evidentiary hearing occurred on June 15, 2017 and June 16, 2017
2 regarding the distribution of the estate. At this point, Susan M. Hoy is requesting the accounting
3 be approved and fees be paid, as it is anticipated an appeal will occur regarding the distribution.
4

5 4. The Summary of Account for the estate is as follows:

6	(a)	Net value of estate per inventory and record of value	\$2,356,773.56
7	(i)	Charles Schwab Acct. #x-6113	\$1,099,355.86
8	(ii)	Charles Schwab Acct. #x-3691	\$1,229,424.33
9	(iii)	Wells Fargo Guardianship Account	\$ 27,993.37
10	(b)	Changes in Value of Assets Listed on Inventory	\$261,078.08
11	(i)	Charles Schwab Account #x-3691 and Charles Schwab Account #x-6113 were stated on the Inventory at a total value of \$2,328,780.19; those two accounts were combined into an estate account and there were dividends and increases in market value as shown on Exhibit "1." The sum of \$100,000.00 was placed in the Durham Jones & Pinegar trust account for expenses and fees.	\$ 271,978.99
12	(ii)	The Wells Fargo Guardianship Account was listed on the Inventory at \$27,993.37; the amount received was \$17,092.46, after payment of approved guardianship fees and costs.	(\$ 10,900.91)
13	(c)	Income	\$250.21
14		In addition to dividends detailed on Exhibit "1," there was a refund of \$250.21	
15	(d)	Expenses to Estate	(\$4,473.10)
16	(i)	United States Treasury – 2014 Form 1041	(\$447.00)
17	(ii)	Gamett and King – tax preparation for 2014	(\$1,800.00)
18	(iii)	Gamett and King – tax preparation for 2015	(\$500.00)
19	(iv)	Durham Jones & Pinegar – costs	(\$796.10)
20	(e)	Current Value of Estate	\$2,622,074.53
21	(i)	Charles Schwab Acct. #x-3684 as of 12/31/17 (Ex. 1)	\$2,508,274.66
22	(ii)	Durham Jones & Pinegar Trust Acct. (Ex. 2)	\$113,799.87

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2 5. Susan M. Hoy is entitled to fees for services rendered in administering the
3 estate in the amount of \$53,591.49 as and for compensation, calculated as follows:

4	Total Assets:	\$2,622,074.53
5	\$15,000.00 x .04 =	\$ 600.00
6	\$85,000.00 x .03 =	\$ 2,550.00
7	\$2,522,074.53 x .02 =	<u>\$ 50,441.49</u>
8	Total Administrative fee:	\$ 53,591.49.

9 6. DURHAM JONES & PINEGAR, as attorneys for the estate have
10 performed all legal services in connection with the administration of the estate, for which
11 services your Petitioner has agreed to pay from the assets of the estate in the total amount of
12 \$65,458.75, \$26,238.00 for extraordinary fees as set forth on Exhibit "3," and \$39,220.75 for
13 statutory fees which are calculated as follows: for the first \$100,000.00, at the rate of 4 percent;
14 for the next \$100,000.00, at the rate of 3 percent; for the next \$800,000.00, at the rate of 2
15 percent; for the next \$9,000,000.00, at the rate of 1 percent; calculated as follows:

16	Total Assets:	\$2,622,074.53
17	\$100,000.00 x .04 =	\$ 4,000.00
18	\$100,000.00 x .03 =	\$ 3,000.00
19	\$800,000.00 x .02 =	\$ 16,000.00
20	\$1,622,074.53 x .01 =	<u>\$ 16,220.75</u>
21	Total Attorney's fee:	\$ 39,220.75

22 7. At the request of the litigants, Petitioner kept the Estate assets invested as
23 the decedent had, other than funds liquidated for expenses and fees. On June 14, 2017, Petitioner
24 filed a Petition for Instructions addressing the investments and requesting the Court Order the
25 assets to remain invested as the decedent had wished, during the pendency of the anticipated
26 appeal regarding distribution. See attached Exhibit "4." Petitioner requests that this Court enter
27 an Order directing that the estate assets remain invested as they currently are or order that they
28 be liquidated and placed in an interest bearing account. In addition, Petitioner requests the estate
pay the sum of \$1,325.00 to Prudent Investors Network. See Exhibit "5."

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8. All notices and requirements of statute have been duly and regularly had and taken prior to the filing of this account, report and petition.

9. After the anticipated appeal, Petitioner will distribute as finally Ordered.

WHEREFORE, Petitioner prays as follows:

1. That the foregoing account be approved, allowed and settled.

2. That Susan M. Hoy pay the sum of \$53,591.49 to Susan M. Hoy from the estate as the Administrative fee.


3. That Susan M. Hoy pay the sum of \$65,458.75 to DURHAM JONES & PINEGAR as and for attorney's fees.

4. That this Court Order assets remain invested or liquidated to in interest bearing account.

5. That this Court Order the amount of \$1,325.00 be paid to Prudent Investors Network.


6. For such other and further relief as to the court may seem just and proper in the premises.

DATED this 18 day of January, 2018.



SUSAN M. HOY

Submitted by:



KIM BOYER, ESQ.
Nevada Bar #5587

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VERIFICATION

STATE OF NEVADA

COUNTY OF CLARK

SUSAN M. HOY, under penalties of perjury, being first duly sworn deposes and says:

That she is the petitioner named in the foregoing Petition for Approval of Accounting and Report of Administration; Petition for Approval of Fees and Costs and knows the contents thereof; that the petition is true of her own knowledge, except as to those matters stated on information and belief, and that as to those matters she believes it to be true.


SUSAN M. HOY

SUBSCRIBED and SWORN TO before me this 18 day of JANUARY, 2018 by Susan M. Hoy.


NOTARY PUBLIC





Schwab One® Account of
SUSAN M HOY ADM
EST OF THEODORE SCHEIDE

Account Number
-3684

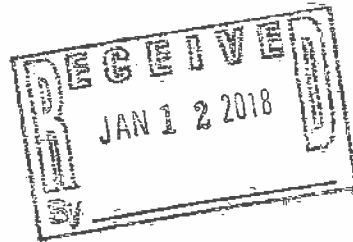
Statement Period
December 1-31, 2017

Protect your privacy and the environment. Switch to eStatements at www.schwab.com/lesspaper. Visit www.schwab.com/premiumstatement to explore the features and benefits of this statement.

Your Consultant

Patrick Maj
 VP, Financial Consultant
 tel: 1 (702) 269-7670
 email: Patrick.Maj@schwab.com

EXHIBIT
AA001414



AB 03 011895 47291 H 104 A
 SUSAN M HOY ADM
 EST OF THEODORE SCHEIDE
 6626 S VALLEY VIEW #216
 LAS VEGAS NV 89118-4543



Customer Service and Account Information

Customer Service and Trading:
 Call your Schwab Representative
 1 (800) 435-9050

Bank Inquiries:
 1 (800) 435-9050

Schwab by Phone™
 Automated Services:
 1 (800) 435-8804

TeleBroker®:
 1 (800) 272-4922

Visit Our Web Site:
schwab.com

Cost Basis Updates:
 To provide updates for incomplete cost basis information, please visit schwab.com/gainloss

Market Monitor

Rates	Yield
Value Adv Money Fd SWVXX	1.17%
Sch Investor Money Fund	1.16%
Bank Sweep: Interest Rate as of 12/29 ^Z	0.12%
Treasury Bill - 6 Months	1.63%
Treasury Bond - 30 Year	2.33%

Indices	Year To Date Change
Dow Jones Industrial Average	25.08%
Standard & Poor's 500 Index®	19.42%
Schwab 1000 Index®	19.35%
NASDAQ Composite Index	28.24%





Schwab One® Account of
SUSAN M HOY ADM
EST OF THEODORE SCHEIDE

Account Number
3684

Statement Period
December 1-31, 2017

AA001415

Terms and Conditions

GENERAL INFORMATION AND KEY TERMS:

All references to "Schwab" in this document refer to the broker-dealer Charles Schwab & Co., Inc. Unless otherwise defined herein, capitalized terms have the same meanings as in your Account Agreement. If you receive any other communication from any source other than Schwab which purports to represent your holdings you should verify its content with this statement. Securities, products, and services are not available in all countries and are subject to country specific restrictions.

AIP (Automatic Investment Plan) Customers: Schwab receives remuneration in connection with certain transactions effected through Schwab. If you participate in a systematic investment program through Schwab, the additional information normally detailed on a trade confirmation will be provided upon request.

Average Daily Balance: Average daily composite of all cash balances that earn interest and all loans from Schwab that are charged interest.

Bank Sweep Feature: Schwab acts as your agent and custodian in establishing and maintaining your Bank Sweep feature as a Schwab Cash Feature for your brokerage account. Deposit accounts held through the Bank Sweep feature constitute direct obligations of Charles Schwab Bank and are not obligations of Schwab. Deposit accounts are insured by the FDIC within applicable limits. The balance in the bank deposit accounts can be withdrawn on your order and the proceeds returned to your securities account or remitted to you as provided in your Account Agreement. For information on FDIC insurance and its limits, as well as other important disclosures about the Bank Sweep feature, please refer to the Cash Features Disclosure Statement available online or from a Schwab representative.

Cash: Any Free Credit Balance owed by us to you payable upon demand which, although accounted for on our books of record, is not segregated and may be used in the conduct of this firm's business.

Dividend Reinvestment Customers: Dividend reinvestment transactions were effected by Schwab acting as a principal for its own account, except for the reinvestment of Schwab dividends, for which an independent broker-dealer acted as the buying agent. Further information on these transactions will be furnished upon written request.

Estimated Annual Income: Derived from information provided by outside parties. Schwab cannot guarantee the accuracy of such information. Since the interest and dividends are subject to change at any time, they should not be relied upon for making investment decisions.

Fees and Charges: It is your responsibility, and not Schwab's, to verify the accuracy of all fees. Margin interest charged to your Account during the statement period is included in this section of the statement.

Interest: For the Schwab One Interest feature and the Bank Sweep feature, interest is paid for a period that differs from the Statement Period. Balances include interest paid as indicated on your statement by Schwab or Charles Schwab Bank. These balances do not include interest that may have accrued during the Statement Period after interest is paid. The interest paid may include interest that accrued in the prior Statement Period. For the Schwab One Interest feature, interest accrues daily from the second-to-last business day of the prior month and is posted on the second-to-last business day of the current month. For the Bank Sweep feature, interest accrues daily from the 16th day of the prior month and is credited/posted on the first business day after the 15th of the current month. If, on any given day, the interest that Schwab calculates for the Free Credit Balances in the Schwab One Interest feature in your brokerage account is less than \$.005, you will not accrue any interest on that day. For balances held at Charles Schwab Bank in the Bank Sweep feature, interest will accrue even if the amount is less than \$.005.

Latest Price/Price (Investment Detail Section Only): The most recent price evaluation available on the last business day of the statement period, normally the last trade price or bid. Unpriced securities denote that no market evaluation update is currently available. Price evaluations are obtained from outside parties. Schwab shall have no responsibility for the accuracy or timeliness of any such valuations. Pricing of assets not held at Schwab is for informational purposes only. Some securities, especially thinly traded securities in the OTC market or foreign markets, may not report the most current price and are indicated as State Priced. For Limited Partnerships (LP) and Real Estate Investment Trust (REIT) securities, you may see that the value reflected on your periodic statement for this security is unpriced. FINRA rules require that certain LP and REIT securities, that have not been priced within 18 months, must show as unpriced on customer statements. Note that these securities are generally illiquid, the value of the securities will be different than its purchase price; if applicable, that accurate valuation information may not be available.

Margin Account Customers: This is a combined statement of your margin account and special memorandum account maintained for you under Section 220.5 of Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the separate account as required by Regulation T is available for your inspection.

Non-Publicly Traded Securities: All assets shown on this statement, other than certain direct investments which may be held by a third party, are held in your Account. Values of certain Non-Publicly Traded Securities may be furnished by a third party and Schwab shall have no responsibility for the accuracy or timeliness of such valuations. The Securities Investor Protection Corporation (SIPC) does not cover many limited partnership interests.

Option Customers: Be aware of the following: 1) Commissions and other charges related to the execution of option transactions have been included in confirmations of such transactions previously furnished to you and will be made available promptly upon request 2) You should advise us promptly of any material changes in your investment objectives or financial situation 3) Exercise assignment notices for the option contracts are allocated among customer short positions by an automated procedure which randomly selects from among all customer short option positions those contracts which are subject to exercise, including positions established on the day of assignment 4) Realized gain/loss of underlying securities is adjusted to reflect the premiums of assigned or exercised options. Please consult your tax advisor or IRS publication 560, Investment Income and Expenses, for additional information on Options.

Schwab Sweep Money Funds: Includes the primary money market funds into which Free Credit Balances may be automatically invested pursuant to your Account Agreement. Schwab or an affiliate acts and receives compensation as the Investment Advisor, Transfer Agent, Shareholder Service Agent and Distributor for the Schwab Sweep Money Funds. The amount of such compensation is disclosed in the prospectus. The yield information for Schwab Sweep Money Funds is the current 7-day yield as of the statement period. Yields vary. If, on any given day, the accrued daily dividend for your selected sweep money fund as calculated for your account is less than 1/2 of 1 cent (\$.005), your account will not earn a dividend for that day. In addition, if you do not accrue at least 1 daily dividend of \$.01 during a pay period, you will not receive a money market dividend for that period. Schwab and the Schwab Sweep Money Funds Investment Advisor may be voluntarily reducing a portion of a Schwab Sweep Money Fund's expenses. Without these reductions, yields would have been lower. The shares of the money market mutual fund can be liquidated on your order and the proceeds returned to your securities account or remitted to you as provided in your Account Agreement and the applicable prospectus.

Securities Products and Services: Securities products and services are offered by Charles Schwab & Co., Inc., Member SIPC. Securities products and services, including unswept intraday funds and net credit balances held in brokerage accounts are not guaranteed deposits or obligations of Charles Schwab Bank, and are subject to investment risk, are not FDIC insured, may lose value, and are not bank guaranteed. SIPC does not cover balances held at Charles Schwab Bank in the Bank Sweep feature.

Gain (or Loss): Unrealized Gain or (Loss) and Realized Gain or (Loss) sections ("Gain/Loss Section(s)") contain a gain or a loss summary of your Account. This information is not a solicitation or a recommendation to buy or sell. It may, however, be helpful for investment and tax planning strategies. Schwab does not provide tax advice and encourages you to consult with your tax professional. Please view the Cost Basis Disclosure Statement for additional information on how gain (or loss) is calculated and how Schwab reports adjusted cost basis information to the IRS.

IN CASE OF ERRORS OR DISCREPANCIES: If you find an error or discrepancy relating to your brokerage activity (other than an electronic fund transfer) you must notify us promptly, but no later than 10 days after this statement is sent or made available to you. If this statement shows that we have mailed or delivered security certificate(s) that you have not received, notify Schwab immediately. You may call us at 800-435-4000. (Outside the U.S., call +1-415-667-8400.) Any oral communications should be re-confirmed in writing to further protect your rights, including rights under the Securities Investor Protection Act (SIPA). If you do not so notify us, you agree that the statement activity and Account balance are correct for all purposes with respect to those brokerage transactions.

COMPLAINT CONTACT INFORMATION: Complaints about Schwab statements, products or services may be directed to 1-800-435-4000. For clients residing outside of the U.S., call collect +1-415-667-8400. Please send any written complaints to the Client Advocacy Team, 211 Main St., San Francisco, CA 94105, USA.

Address Changes: It is your obligation to keep Schwab informed of any changes in your address, telephone number or other contact information. If you fail to notify Schwab of those changes, you may not receive important notifications about your Account, and trading or other restrictions might be placed on your Account. For assistance, you may contact Schwab at 1-800-435-4000. Clients residing outside of the U.S. may call Schwab collect at +1-415-667-8400.

Additional Information: We are required by law to report to the Internal Revenue Service adjusted cost basis information (if applicable), certain payments to you and credits to your Account during the calendar year. Retain this statement for income tax purposes. Schwab or an affiliate acts as the Investment Advisor, Transfer Agent, Shareholder Service Agent and Distributor for the Sweep Funds and as Transaction Services Agent for the Government Money Fund. Schwab or an affiliate is compensated by the Sweep Funds for acting in each of these capacities other than as Distributor. The amount of such compensation is disclosed in the prospectus. Additional information will be provided upon written request. A financial statement for your inspection is available at Schwab's offices or a copy will be mailed to you upon written request.

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 (0516-1411)

SIPC has taken the position that it will not cover the balances held in your deposit accounts maintained under programs like our Bank Sweep feature. Please see your Cash Feature Disclosure Statement for more information on insurance coverage.
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Schwab One® Account for
SUSAN M HOY ADM
 EST OF THEODORE SCHEIDE

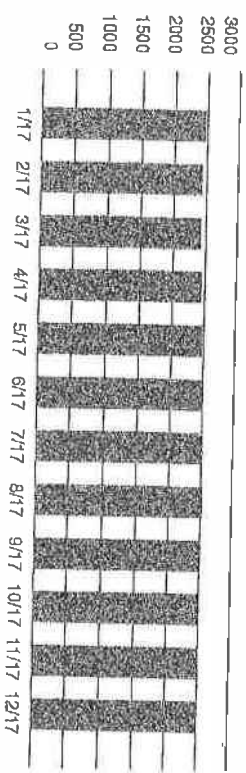
Account Number
3684

Statement Period
 December 1-31, 2017

Change in Account Value

	This Period	Year to Date
Starting Value	\$ 2,485,810.04	\$ 2,422,009.41
Cash Value of Purchases & Sales	0.00	105,000.00
Investments Purchased/Sold	0.00	(105,000.00)
Deposits & Withdrawals	0.00	0.00
Dividends & Interest	10,854.99	97,679.43
Fees & Charges	0.00	0.00
Transfers	0.00	0.00
Income Reinvested	0.00	0.00
Change in Value of Investments	11,809.63	(11,414.18)
Ending Value on 12/31/2017	\$ 2,508,274.66	\$ 2,508,274.66
Accrued Income	11,772.06	
Ending Value with Accrued Income	\$ 2,520,046.72	
Total Change in Account Value:	\$ 22,464.62	\$ 86,265.25
Including Deposits, Withdrawals, and	<1%	3.56%
Accrued Income	\$ 34,236.68	

Account Value (\$) Over Last 12 Months (in Thousands)



Asset Composition

	Market Value	% of Account Assets
Cash and Bank Sweep	\$ 638,018.75	25%
Fixed Income	824,108.85	33%
Equities	1,046,147.06	42%
Total Assets Long	\$ 2,508,274.66	
Total Account Value	\$ 2,508,274.66	100%

Overview



- 25% Cash, Bank Sweep
- 33% Fixed Income
- 42% Equities

Gain or (Loss) Summary

Realized Gain or (Loss) This Period	\$0.00
Short Term	\$0.00
Long Term	\$0.00
Unrealized Gain or (Loss)	\$11,141.40 ^b

All Investments
 Values may not reflect all of your gains/losses.

Account Notes

- Accrued Interest is \$9,799.57
- Accrued Dividend is \$1,972.49

AA001416



Schwab One® Account of
 SUSAN M HOY ADM
 EST OF THEODORE SCHEIDE

Account Number
 -3684

Statement Period
 December 1-31, 2017

	This Period	Year to Date	Federally Tax-Exempt ¹	Federally Taxable	Federally Tax-Exempt ¹	Federally Taxable
Income Summary						
Bank Sweep Interest	0.00	51.76	0.00	388.74	0.00	0.00
Cash Dividends	7,365.87	0.00	55,345.60	1,062.36	0.00	0.00
Total Capital Gains	0.00	1,062.36	0.00	38,638.75	0.00	0.00
Municipal Bond Interest	2,375.00	0.00	93,984.35	1,451.10		
Total Income	9,740.87	1,114.12				

¹Certain income in this category may qualify for state tax exemption; consult your tax advisor.

Cash Transactions Summary

	This Period	Year to Date
Starting Cash and Bank Sweep ^{1,2}	\$ 627,163.76	\$ 435,339.32
Total Transaction Detail	10,654.99	202,679.43
Deposits and other Cash Credits	0.00	105,000.00
Investments Sold	0.00	97,679.43
Dividends and Interest	0.00	0.00
Withdrawals and other Debits	0.00	0.00
Investments Purchased	0.00	0.00
Fees and Charges		
Ending Cash and Bank Sweep ^{1,2}	\$ 638,018.75	\$ 638,018.75

Schwab has provided accurate gain and loss information whenever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. Please see Endnotes for Your Account section for an explanation of the endnote codes and symbols on this statement.



Schwab One® Account of
 SUSAN M HOY ADM
 EST OF THEODORE SCHEIDE

Account Number
 -3684

Statement Period
 December 1-31, 2017

Investment Detail - Cash and Bank Sweep

	Starting Balance	Ending Balance	% of Account Assets
Cash			
Cash	283.38	4,050.67	<1%
Total Cash	283.38	4,050.67	<1%
Bank Sweep			
Bank Sweep XZ	626,880.38	633,968.08	25%
Total Bank Sweep	626,880.38	633,968.08	25%
Total Cash and Bank Sweep		638,018.75	25%

Investment Detail - Fixed Income

Municipal Bonds	Units Purchased	Par	Market Price	Market Value	Adjusted Cost Basis	% of Account Assets	Unrealized Gain or (Loss)	Estimated Annual Income	Yield to Maturity
MOBILE AL 5.4%Z0	5,000.0000		100.4400	5,022.00	5,095.85	<1%	(73.85)	270.00	2.81%
GO UTX DUE 02/15/20	5,000.0000		113.0956	5,654.78	5,095.85	08/17/14	(73.85)		
AMT									
PRE-REFUNDED 02/15/18									
AT 100.00000									
CUSIP: 6071142A2									
MOODY'S: NR S&P: AA-									
Accrued Interest: 102.00									

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Schwab One® Account of
SUSAN M HOY ADM
EST OF THEODORE SCHEIDE

Account Number
3684

Statement Period
December 1-31, 2017

AA001419

Investment Detail - Fixed Income (continued)

	Par	Market Price	Market Value	Adjusted	% of	Unrealized	Estimated
	Units Purchased	Cost Per Unit	Cost Basis	Cost Basis	Account	Gain or (Loss)	Annual Income
					Assets		Yield to Maturity
					Acquired		
Municipal Bonds (continued)							
MOBILE AL 5.4%20	20,000.0000	100.4340	20,086.80	20,383.40	<1%	(296.60)^b	1,080.00
GO UTX DUE 02/15/20	20,000.0000	113.0955	22,619.10	20,383.40	08/17/14	(296.60) ^b	2.81%
AMT PRE-REFUNDED 02/15/18 AT 100.00000 CUSIP: 607114Z99							
						Accrued Interest: 408.00	
HONOLULU HI C&C 5%21	85,000.0000	104.1960	88,566.60	89,897.26	4%	(1,130.66)^b	4,250.00
GO UTX DUE 04/01/21	85,000.0000	116.6964	99,192.02	89,897.26	08/17/14	(1,130.66) ^b	2.26%
PRE-REFUNDED 04/01/19 AT 100.00000 CUSIP: 438670RL7							
						Accrued Interest: 1,082.50	
ALLEN CNTY OH HOSP 4%19	65,000.0000	102.9250	66,901.25	67,432.11	3%	(530.86)^b	2,600.00
HOSP HLTH DUE 05/01/19	65,000.0000	111.4660	72,452.90	67,432.11	08/17/14	(530.86) ^b	1.46%
XTRO CUSIP: 01757LES1							
						Accrued Interest: 433.33	
GEORGIA ST 5%19	95,000.0000	105.1070	99,851.65	102,311.18	4%	(2,459.53)^b	4,750.00
VP DUE 07/01/19	95,000.0000	118.4560	112,533.20	102,311.18	08/17/14	(2,459.53) ^b	1.09%
CUSIP: 373384PL4							
						Accrued Interest: 2,375.00	
MOODY'S: Aa1 S&P: NR							
MOODY'S: Aa S&P: A+							
MOODY'S: Aaa S&P: AAA							

Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.



Schwab One® Account of
SUSAN M HOY ADM
EST OF THEODORE SCHEIDE

Account Number
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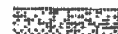
Statement Period
December 1-31, 2017

AA001420

Investment Detail - Fixed Income (continued)

	Par	Market Price	Market Value	Adjusted Cost Basis	% of Account Assets	Unrealized Gain or (Loss)	Estimated Annual Income
	Units Purchased	Cost Per Unit	Cost Basis		Acquired		Yield to Maturity
Municipal Bonds (continued)							
SAN MATEO CA CCD 4%19	100,000.0000	104.1180	104,118.00	105,878.04	4%	(1,760.04) ^b	4,000.00
COLL EDUC DUE 09/01/19 CUSIP: 799038KC7 MOODY'S: Aaa S&P: AAA	100,000.0000	114.5825	114,582.50	105,878.04	08/17/14	(1,760.04) ^b	1.02%
						<i>Accrued Interest: 1,333.33</i>	
CO ST CTFS PART 4.25%20	100,000.0000	106.5520	106,552.00	106,695.22	4%	(143.22) ^b	4,250.00
EDUC COPS DUE 11/01/20 CUSIP: 196711NU5 MOODY'S: Aa2 S&P: AA-	100,000.0000	113.4305	113,430.50	106,695.22	08/17/14	(143.22) ^b	1.94%
						<i>Accrued Interest: 708.33</i>	
HILLSBORO CO FL A 5.5%24	40,000.0000	118.1860	47,274.40	45,167.27	2%	2,107.13 ^b	2,200.00
AIR TRAN DUE 10/01/24 AMT CALLABLE 10/01/23 AT 100.00000 CUSIP: 432308C51 MOODY'S: A1 S&P: A+	40,000.0000	118.7445	47,497.80	45,167.27	08/17/14	2,107.13 ^b	3.30%
						<i>Accrued Interest: 550.00</i>	
BERKELEY CNTY SC SD 5%24	95,000.0000	117.9290	112,032.55	107,050.24	4%	4,982.31 ^b	4,750.00
EQPT SCH DUE 12/01/24 CUSIP: 084211AM3 MOODY'S: NR S&P: AA-	95,000.0000	117.7914	111,901.92	107,050.24	08/17/14	4,982.31 ^b	2.97%
						<i>Accrued Interest: 395.83</i>	

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Schwab One® Account of
SUSAN M HOY ADM
EST OF THEODORE SCHEIDE

Account Number
3684

Statement Period
December 1-31, 2017

AA001421

Investment Detail - Fixed Income (continued)

	Par Units Purchased	Market Price Cost Per Unit	Market Value Cost Basis	Adjusted Cost Basis	% of Account Assets Acquired	Unrealized Gain or (Loss)	Estimated Annual Income Yield to Maturity
Municipal Bonds (continued)							
INDIANA BOND BAN 5.25%25	90,000.0000	119.0520	107,146.80	102,748.87	4%	4,397.93 ^b	4,725.00
HOSP HLTH DUE 04/01/25 AMBAC INDEMNITY CORP CUSIP: 454624UN5 MOODY'S: WR S&P: AA	90,000.0000	119.1560	107,240.40	102,748.87	08/17/14	4,397.93 ^b	3.11%
						Accrued Interest: 1,181.25	
NEW YORK NY 5%27	60,000.0000	110.9280	66,556.80	65,935.49	3%	621.31 ^b	3,000.00
GO UTX DUE 08/01/27 CALLABLE 08/01/21 AT 100.00000 CUSIP: 64966JMY9 MOODY'S: Aa2 S&P: AA	60,000.0000	116.6195	69,971.70	65,935.49	08/17/14	621.31 ^b	3.40%
						Accrued Interest: 1,250.00	
Total Municipal Bonds	755,000.0000		824,108.85	818,394.93	33%	5,713.92^b	35,875.00
		Total Cost Basis:	877,076.82			Total Accrued Interest for Municipal Bonds: 9,799.57	
Total Fixed Income	755,000.0000		824,108.85	818,394.93	33%	5,713.92^b	35,875.00
		Total Cost Basis:	877,076.82				

Accrued Interest represents the interest that would be received if the fixed income investment was sold prior to the coupon payment. Estimated Annual Income ("EAI") and Estimated Yield ("EY") calculations are for informational purposes only. The actual income and yield might be lower or higher than the estimated amounts. EY is based upon EAI and the current price of the security and will fluctuate. For certain types of securities, the calculations could include a return of principal or capital gains in which case EAI and EY would be overstated. EY and EAI are not promptly updated to reflect when an issuer has missed a regular payment or announced changes to future payments, in which case EAI and EY will continue to display at a prior rate.

Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.



Schwab One® Account of
SUSAN M HOY ADM
EST OF THEODORE SCHEIDE

Account Number
3684

Statement Period
December 1-31, 2017

AA001422

Investment Detail - Equities

Equities	Quantity Units Purchased	Market Price Cost Per Share	Market Value Cost Basis	% of Account Assets Acquired	Unrealized Gain or (Loss)	Estimated Yield Holding Days	Estimated Annual Income Holding Period
INVESCO VALUE MUNI INCM	4,570.5961	14.9000	68,101.88	3%	(443.35)	4.99%	3,400.52
TRUST	94.7273	14.9970	1,420.63	08/17/14	(9.19)	1232	Long-Term
SBI	1,255.1377	14.9969	18,823.30	08/17/14	(121.75)	1232	Long-Term
SYMBOL: IIM	3,220.7309	14.9969	48,301.30	08/17/14	(312.41)	1232	Long-Term
<i>Cost Basis</i>			68,545.23				
NUVEEN AMT FREE MUNICIPA	5,850.0000	17.2600	100,971.00	4%	5,893.87	4.17%	4,212.00
SYMBOL: NUW	100.0000	16.2525	1,625.25	08/17/14	100.75	1232	Long-Term
	100.0000	16.2525	1,625.25	08/17/14	100.75	1232	Long-Term
	644.0000	16.2525	10,466.61	08/17/14	648.83	1232	Long-Term
	737.0000	16.2524	11,978.09	08/17/14	742.53	1232	Long-Term
	1,324.0000	16.2525	21,518.31	08/17/14	1,333.93	1232	Long-Term
	1,358.0000	16.2525	22,070.90	08/17/14	1,368.18	1232	Long-Term
	1,587.0000	16.2525	25,792.72	08/17/14	1,598.90	1232	Long-Term
<i>Cost Basis</i>			95,077.13				Accrued Dividend: 111.74
NUVEEN AMT FREE QUALITY	15,986.0000	13.7500	219,807.50	9%	4,963.85	5.06%	11,126.26
SYMBOL: NEA	67.8189	13.4394	911.45	08/17/14	21.06	1232	Long-Term
	106.6673	13.4395	1,433.56	08/17/14	33.12	1232	Long-Term
	107.6491	13.4394	1,446.75	08/17/14	33.43	1232	Long-Term
	215.2983	13.4394	2,893.50	08/17/14	66.85	1232	Long-Term
	215.2983	13.4394	2,893.50	08/17/14	66.85	1232	Long-Term
	215.2983	13.4394	2,893.50	08/17/14	66.85	1232	Long-Term
	215.2983	13.4394	2,893.50	08/17/14	66.85	1232	Long-Term
	215.2983	13.4394	2,893.50	08/17/14	66.85	1232	Long-Term
	322.9475	13.4394	4,340.25	08/17/14	100.28	1232	Long-Term
	430.5967	13.4394	5,787.00	08/17/14	133.71	1232	Long-Term
	538.2459	13.4394	7,233.75	08/17/14	167.13	1232	Long-Term
	538.2459	13.4394	7,233.75	08/17/14	167.13	1232	Long-Term
	645.8951	13.4394	8,680.50	08/17/14	200.56	1232	Long-Term
	861.1935	13.4394	11,574.00	08/17/14	267.41	1232	Long-Term

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Schwab One® Account of
SUSAN M HOY ADM
EST OF THEODORE SCHEIDE

Account Number
3684

Statement Period
December 1-31, 2017

AA001423

Investment Detail - Equities (continued)

	Quantity	Market Price	Market Value	% of Account Assets	Unrealized Gain or (Loss)	Estimated Yield	Estimated Annual Income
	Units Purchased	Cost Per Share	Cost Basis	Acquired		Holding Days	Holding Period
Equities (continued)							
NUVEEN AMT FREE QUALITY	861.1935	13.4394	11,574.00	08/17/14	267.41	1232	Long-Term
	1,184.1411	13.4394	15,914.25	08/17/14	367.69	1232	Long-Term
	1,399.4395	13.4394	18,807.75	08/17/14	434.54	1232	Long-Term
	3,444.7742	13.4394	46,296.00	08/17/14	1,069.65	1232	Long-Term
	4,400.6990	13.4394	59,143.14	08/17/14	1,366.47	1232	Long-Term
<i>Cost Basis</i>			214,843.65				<i>Accrued Dividend: 71.94</i>
NUVEEN MUNICIPAL CREDIT	20,382.0000	15.2400	310,621.68	12%	24,611.26	5.51%	17,120.88
SYMBOL: NZF	68.0000	14.0325	954.21	08/17/14	82.11	1232	Long-Term
	100.0000	14.0325	1,403.25	08/17/14	120.75	1232	Long-Term
	1,200.0000	14.0325	16,839.00	08/17/14	1,449.00	1232	Long-Term
	1,532.0000	14.0325	21,497.79	08/17/14	1,849.89	1232	Long-Term
	1,600.0000	14.0325	22,452.00	08/17/14	1,932.00	1232	Long-Term
	2,300.0000	14.0325	32,274.75	08/17/14	2,777.25	1232	Long-Term
	2,900.0000	14.0325	40,694.25	08/17/14	3,501.75	1232	Long-Term
	3,000.0000	14.0325	42,097.50	08/17/14	3,622.50	1232	Long-Term
	3,782.0000	14.0325	53,070.92	08/17/14	4,566.76	1232	Long-Term
	3,900.0000	14.0325	54,726.75	08/17/14	4,709.25	1232	Long-Term
<i>Cost Basis</i>			286,010.42				<i>Accrued Dividend: 197.71</i>
PIMCO MUNICIPAL INCOME C	26,665.0000	13.0000	346,645.00	14%	(29,598.15)	5.50%	19,093.21
SYMBOL: PMF	22.0000	14.1100	310.42	08/17/14	(24.42)	1232	Long-Term
	114.0000	14.1100	1,608.54	08/17/14	(126.54)	1232	Long-Term
	114.0000	14.1100	1,608.54	08/17/14	(126.54)	1232	Long-Term
	130.0000	14.1100	1,834.30	08/17/14	(144.30)	1232	Long-Term
	186.0000	14.1100	2,624.46	08/17/14	(206.46)	1232	Long-Term
	600.0000	14.1100	8,466.00	08/17/14	(666.00)	1232	Long-Term
	1,000.0000	14.1100	14,110.00	08/17/14	(1,110.00)	1232	Long-Term
	1,200.0000	14.1100	16,932.00	08/17/14	(1,332.00)	1232	Long-Term
	1,400.0000	14.1100	19,754.00	08/17/14	(1,554.00)	1232	Long-Term

Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.



Schwab One® Account of
SUSAN M HOY ADM
EST OF THEODORE SCHEIDE

Account Number
3684

Statement Period
December 1-31, 2017

AA001424

Investment Detail - Equities (continued)

Equities (continued)	Quantity	Market Price	Market Value	% of Account Assets	Unrealized Gain or (Loss)	Estimated Yield	Estimated Annual Income
	Units Purchased	Cost Per Share	Cost Basis	Acquired		Holding Days	Holding Period
PIMCO MUNICIPAL INCOME C	2,161.0000	14.1100	30,491.71	08/17/14	(2,398.71)	1232	Long-Term
	3,100.0000	14.1100	43,741.00	08/17/14	(3,441.00)	1232	Long-Term
	16,698.0000	14.1100	234,762.18	08/17/14	(18,468.18)	1232	Long-Term
<i>Cost Basis</i>			376,243.15				Accrued Dividend: 1,591.10
Total Equities	73,453.5961		1,046,147.06	42%	5,427.48		54,952.87
		Total Cost Basis:	1,040,719.58				

Total Accrued Dividend for Equities: 1,972.49

Estimated Annual Income ("EAI") and Estimated Yield ("EY") calculations are for informational purposes only. The actual income and yield might be lower or higher than the estimated amounts. EY is based upon EAI and the current price of the security and will fluctuate. For certain types of securities, the calculations could include a return of principal or capital gains in which case EAI and EY would be overstated. EY and EAI are not promptly updated to reflect when an issuer has missed a regular payment or announced changes to future payments, in which case EAI and EY will continue to display at a prior rate.

Total Investment Detail	2,508,274.66
Total Account Value	2,508,274.66
Total Cost Basis	1,917,796.40

Transaction Detail - Dividends & Interest (including Money Market Fund dividends reinvested)

Transaction Process Date	Date	Activity	Description	Credit/(Debit)
12/01/17	12/01/17	Bond Interest	BERKELEY CNTY SC SD 5%24: 084211AM3	2,375.00
12/01/17	12/01/17	Cash Dividend	NUVEEN AMT FREE MUNICIPA: NUW	351.00
12/01/17	12/01/17	Cash Dividend	NUVEEN AMT FREE QUALITY: NEA	927.19
12/01/17	12/01/17	Cash Dividend	NUVEEN MUNICIPAL CREDIT: NZF	1,508.27
12/01/17	12/01/17	Cash Dividend	PIMCO MUNICIPAL INCOME C: PMF	1,591.10

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Schwab One® Account of
 SUSAN M HOY ADM
 EST OF THEODORE SCHEIDE

Account Number
 3684

Statement Period
 December 1-31, 2017

Transaction Detail - Dividends & Interest (including Money Market Fund dividends reinvested) (continued)

Transaction Process	Date	Activity	Description	Credit/Debit
	12/15/17	12/18/17	BANK INT 111617-121517	51.76
	12/29/17	Cash Dividend	INVECO VALUE MUNI INCM: IIM	283.38
	12/29/17	LT Cap Gain	NUVEEN AMT FREE MUNICIPAL: NUW	1,062.36
	12/29/17	Cash Dividend	NUVEEN AMT FREE MUNICIPAL: NUW	351.00
	12/29/17	Cash Dividend	NUVEEN AMT FREE QUALITY: NEA	927.19
	12/29/17	Cash Dividend	NUVEEN MUNICIPAL CREDIT: NZF	1,426.74
Total Dividends & Interest				10,854.99

Total Transaction Detail 10,854.99

Bank Sweep Activity

Transaction Date	Transaction	Description	Withdrawal	Deposit	Balance XZ
	Opening Balance XZ				626,880.38
12/01/17	Auto Transfer	BANK CREDIT FROM BROKERAGE X		283.38	627,163.76
12/04/17	Auto Transfer	BANK CREDIT FROM BROKERAGE X		6,752.56	633,916.32
12/5/17	Interest Paid XZ	BANK INTEREST		51.76	633,968.08
Total Activity				0.00	7,087.70
Ending Balance XZ					633,968.08

Bank Sweep: Interest Rate as of 12/29/17 was 0.12%. Your interest period was 11/16/17 - 12/15/17. Z

Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.



Schwab One® Account of
 SUSAN M HOY ADM
 EST OF THEODORE SCHEIDE

Account Number
 3684

Statement Period
 December 1-31, 2017

Pending Corporate Actions

Transaction	Quantity	Payable Date	Rate per Share	Share Distribution	Cash Distribution
NUVEEN AMT FREE MUNICIPA	Special Dividend	12/29/17	0.0191		111.74
NUVEEN AMT FREE QUALITY	Special Dividend	12/29/17	0.0045		71.94
NUVEEN MUNICIPAL CREDIT	Special Dividend	12/29/17	0.0097		197.71
PIMCO MUNICIPAL INCOME C	Cash Dividend	01/02/18	0.0596		1,591.10
Total Pending Corporate Actions					1,972.49

Pending transactions are not included in account value.

Endnotes For Your Account

Symbol Endnote Legend

- b** When available, Adjusted Cost Basis values are used in Gain or (Loss) calculations.
 - d** Accrued Income is the sum of the total accrued interest and/or accrued dividends on positions held in your brokerage account, but the income and/or dividends have not been received into your account and Schwab makes no representation that they will. Accrued amounts are not covered by SIPC account protection until actually received and held in the account.
 - X** Bank Sweep deposits are held at FDIC-insured bank(s) ("Banks") that are affiliated with Charles Schwab & Co., Inc.
 - Z** For Bank Sweep and Bank Sweep for Benefit Plans features, interest is paid for a period that differs from the Statement Period. Balances include interest paid as indicated on your statement by Schwab or one or more of its affiliated banks. These balances do not include interest that may have accrued during the Statement Period after interest is paid. The interest paid may include interest that accrued in the prior Statement Period.
- For information on how Schwab pays its representatives, go to <http://www.schwab.com/compensation>.

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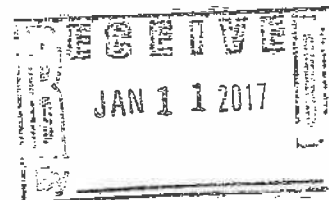
Schwab One® Account of
SUSAN M HOY ADM
EST OF THEODORE SCHEIDE

Account Number
3684

Statement Period
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AA001427

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Market Monitor

Rates	Yield
Value Adv Money Fd SWVXX	0.53%
Sch Investor Money Fund	0.42%
Deposit Accounts: Interest Rate as of 12/30 ²	0.03%
Treasury Bill - 6 Months	0.70%
Treasury Bond - 30 Year	2.70%

Year To Date

Indices	Change
Dow Jones Industrial Average	13.42%
Standard & Poor's 500 Index®	9.54%
Schwab 1000 Index®	9.48%
NASDAQ Composite Index	7.50%

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 SUSAN M HOY ADM
 EST OF THEODORE SCHEIDE
 6625 S VALLEY VIEW #216
 LAS VEGAS NV 89118-4543



Handwritten mark



Schwab One® Account of
SUSAN M HOY ADM
EST OF THEODORE SCHEIDE

Account Number
3684

Statement Period
December 1-31, 2016

AA001428

Terms and Conditions

GENERAL INFORMATION AND KEY TERMS:

All references to "Schwab" in this document refer to the broker-dealer Charles Schwab & Co., Inc. Unless otherwise defined herein, capitalized terms have the same meanings as in your Account Agreement. If you receive any other communication from any source other than Schwab which purports to represent your holdings you should verify its content with this statement. Securities, products, and services are not available in all countries and are subject to country specific restrictions.

AIP (Automatic Investment Plan) Customers: Schwab receives remuneration in connection with certain transactions effected through Schwab. If you participate in a systematic investment program through Schwab, the additional information normally detailed on a trade confirmation will be provided upon request.

Average Daily Balance: Average daily composite of all cash balances that earn interest and all loans from Schwab that are charged interest.

Bank Sweep Feature: Schwab acts as your agent and custodian in establishing and maintaining your Bank Sweep feature as a Schwab Cash Feature for your brokerage account. Deposit accounts held through the Bank Sweep feature constitute direct obligations of Charles Schwab Bank and are not obligations of Schwab. Deposit accounts are insured by the FDIC within applicable limits. The balance in the bank deposit accounts can be withdrawn on your order and the proceeds returned to your securities account or remitted to you as provided in your Account Agreement. For information on FDIC insurance and its limits, as well as other important disclosures about the Bank Sweep feature, please refer to the Cash Features Disclosure Statement available online or from a Schwab representative.

Cash: Any Free Credit Balance owed by us to you payable upon demand which, although accounted for on our books of record, is not segregated and may be used in the conduct of this firm's business.

Dividend Reinvestment Customers: Dividend reinvestment transactions were effected by Schwab acting as a principal for its own account, except for the reinvestment of Schwab dividends, for which an independent broker-dealer acted as the buying agent. Further information on these transactions will be furnished upon written request.

Estimated Annual Income: Derived from information provided by outside parties. Schwab cannot guarantee the accuracy of such information. Since the interest and dividends are subject to change at any time, they should not be relied upon for making investment decisions.

Fees and Charges: It is your responsibility, and not Schwab's, to verify the accuracy of all fees. Margin interest charged to your Account during the statement period is included in this section of the statement.

Interest: For the Schwab One Interest feature and the Bank Sweep feature, interest is paid for a period that differs from the Statement Period. Balances include interest paid as indicated on your statement by Schwab or Charles Schwab Bank. These balances do not include interest that may have accrued during the Statement Period after interest is paid. The interest paid may include interest that accrued in the prior Statement Period. For the Schwab One Interest feature, interest accrues daily from the second-to-last business day of the prior month and is posted on the second-to-last business day of the current month. For the Bank Sweep feature, interest accrues daily from the 15th day of the prior month and is credited/posted on the first business day after the 15th of the current month. If, on any given day, the interest that Schwab calculates for the Free Credit Balances in the Schwab One Interest feature in your brokerage account is less than \$.005, you will not accrue any interest on that day. For balances held at Charles Schwab Bank in the Bank Sweep feature, interest will accrue even if the amount is less than \$.005.

Latest Price/Price (Investment Detail Section Only): The most recent price evaluation available on the last business day of the statement period, normally the last trade price or bid. Unpriced securities denote that no market evaluation update is currently available. Price evaluations are obtained from outside parties. Schwab shall have no responsibility for the accuracy or timeliness of any such valuations. Pricing of assets not held at Schwab is for informational purposes only. Some securities, especially thinly traded equities in the OTC market or foreign markets, may not report the most current price and are indicated as Stale Priced. For Limited Partnerships (LP) and Real Estate Investment Trust (REIT) securities, you may see that the value reflected on your periodic statement for this security is unpriced. FINRA rules require that certain LP and REIT securities, that have not been priced within 18 months, must show as unpriced on customer statements. Note that these securities are generally illiquid, the value of the securities will be different than its purchase price; if applicable, that accurate valuation information may not be available.

Margin Account Customers: This is a combined statement of your margin account and special memorandum account maintained for you under Section 220.5 of Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the separate account as required by Regulation T is available for your inspection.

Non-Publicly Traded Securities: All assets shown on this statement, other than certain direct investments which may be held by a third party, are held in your Account. Values of certain Non-Publicly Traded Securities may be furnished by a third party and Schwab shall have no responsibility for the accuracy or timeliness of such valuations. The Securities Investor Protection Corporation (SIPC) does not cover many limited partnership interests.

Option Customers: Be aware of the following: 1) Commissions and other charges related to the execution of option transactions have been included in confirmations of such transactions previously furnished to you and will be made available promptly upon request 2) You should advise us promptly of any material changes in your investment objectives or financial situation 3) Exercise assignment notices for the option contracts are allocated among customer short positions by an automated procedure which randomly selects from among all customer short option positions those contracts which are subject to exercise, including positions established on the day of assignment 4) Realized gain/loss of underlying securities is adjusted to reflect the premiums of assigned or exercised options. Please consult your tax advisor or IRS publication 550, Investment Income and Expenses, for additional information on Options.

Schwab Sweep Money Funds: Includes the primary money market funds into which Free Credit Balances may be automatically invested pursuant to your Account Agreement. Schwab or an affiliate acts and receives compensation as the Investment Advisor, Transfer Agent, Shareholder Service Agent and Distributor for the Schwab Sweep Money Funds. The amount of such compensation is disclosed in the prospectus. The yield information for Schwab Sweep Money Funds is the current 7-day yield as of the statement period. Yields vary. If, on any given day, the accrued daily dividend for your selected sweep money fund as calculated for your account is less than 1/2 of 1 cent (\$.005), your account will not earn a dividend for that day. In addition, if you do not accrue at least 1 daily dividend of \$.01 during a pay period, you will not receive a money market dividend for that period. Schwab and the Schwab Sweep Money Funds investment advisor may be voluntarily reducing a portion of a Schwab Sweep Money Fund's expenses. Without these reductions, yields would have been lower. The shares of the money market mutual fund can be liquidated on your order and the proceeds returned to your securities account or remitted to you as provided in your Account Agreement and the applicable prospectus.

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Gain (or Loss): Unrealized Gain or (Loss) and Realized Gain or (Loss) sections ("Gain/Loss Section(s)") contain a gain or a loss summary of your Account. This information is not a solicitation or a recommendation to buy or sell. It may, however, be helpful for investment and tax planning strategies. Schwab does not provide tax advice and encourages you to consult with your tax professional. Please view the Cost Basis Disclosure Statement for additional information on how gain (or loss) is calculated and how Schwab reports adjusted cost basis information to the IRS.

IN CASE OF ERRORS OR DISCREPANCIES: If you find an error or discrepancy relating to your brokerage activity (other than an electronic fund transfer) you must notify us promptly, but no later than 10 days after this statement is sent or made available to you. If this statement shows that we have mailed or delivered security certificate(s) that you have not received, notify Schwab immediately. You may call us at 800-435-4000. (Outside the U.S., call +1-415-867-8400.) Any oral communications should be re-confirmed in writing to further protect your rights, including rights under the Securities Investor Protection Act (SIPA). If you do not so notify us, you agree that the statement activity and Account balance are correct for all purposes with respect to those brokerage transactions.

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Additional Information: We are required by law to report to the Internal Revenue Service adjusted cost basis information (if applicable), certain payments to you and credits to your Account during the calendar year. Retain this statement for income tax purposes. Schwab or an affiliate acts as the Investment Advisor, Transfer Agent, Shareholder Service Agent and Distributor for the Sweep Funds and as Transaction Services Agent for the Government Money Fund. Schwab or an affiliate is compensated by the Sweep Funds for acting in each of these capacities other than as Distributor. The amount of such compensation is disclosed in the prospectus. Additional information will be provided upon written request. A financial statement for your inspection is available at Schwab's offices or a copy will be mailed to you upon written request.

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(0515-1411)



Schwab One® Account of
SUSAN M HOY ADM
EST OF THEODORE SCHEIDE

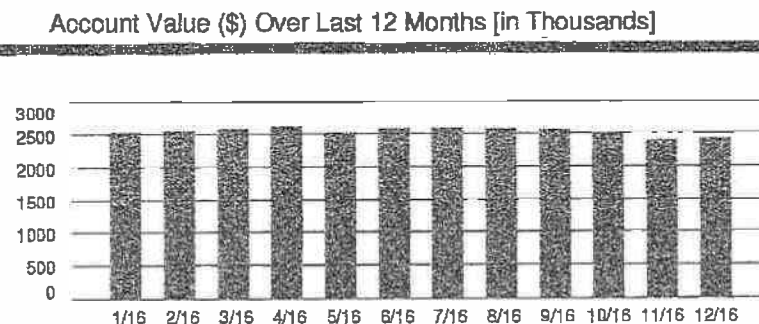
Account Number
-3684

Statement Period
December 1-31, 2016

AA001429

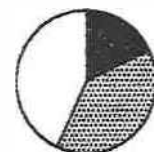
Account Value as of 12/31/2016: \$ 2,422,009.41

Change in Account Value	This Period	Year to Date
Starting Value	\$ 2,394,464.11	\$ 0.00
Cash Value of Purchases & Sales	0.00	60,014.18
Investments Purchased/Sold	0.00	(60,014.18)
Deposits & Withdrawals	0.00	270,790.11
Dividends & Interest ^z	10,708.02	104,555.03
Fees & Charges	0.00	(20.00)
Transfers	0.00	2,149,297.90
Income Reinvested	0.00	0.00
Change in Value of Investments	16,837.28	(102,613.63)
Ending Value on 12/31/2016	\$ 2,422,009.41	\$ 2,422,009.41
Accrued Income ^d	13,078.80	
Ending Value with Accrued Income^d	\$ 2,435,088.21	
Total Change in Account Value	\$ 2,435,088.21	\$ 2,422,009.41



Asset Composition	Market Value	% of Account Assets
Cash and Deposit Accounts ^{X,Z}	\$ 435,389.32	18%
Fixed Income	939,517.20	39%
Equities	1,047,152.89	43%
Total Assets Long	\$ 2,422,009.41	
Total Account Value	\$ 2,422,009.41	
Total Value with Accrued Income^d	\$ 2,435,088.21	

Overview



- 18% Cash, Deposit Accounts [X,Z]
- ▨ 39% Fixed Income
- 43% Equities

Gain or (Loss) Summary

Realized Gain or (Loss) This Period	
Short Term	\$0.00
Long Term	\$0.00
Unrealized Gain or (Loss)	
All Investments	\$722.53 ^b

Values may not reflect all of your gains/losses.

Account Notes

- Accrued Interest is \$10,634.82
- Accrued Dividend is \$2,243.98

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Schwab One® Account of
SUSAN M HOY ADM
EST OF THEODORE SCHEIDE

Account Number
3684

Statement Period
December 1-31, 2016

This Period

Year to Date

	Federally Tax-Exempt ¹	Federally Taxable	Federally Tax-Exempt ¹	Federally Taxable
Deposit Accounts Interest	0.00	3.51	0.00	33.93
Cash Dividends	8,329.51	0.00	63,993.50	0.00
Municipal Bond Interest	2,375.00	0.00	40,527.50	0.00

¹Certain income in this category may qualify for state tax exemption; consult your tax advisor.

Investment Detail - Cash and Deposit Accounts

	Market Value	% of Account Assets
Cash	3,175.90	<1%
Deposit Accounts xz	432,163.42	18%
Total Cash and Deposit Accounts	435,339.32	

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Schwab One® Account of
SUSAN M HOY ADM
EST OF THEODORE SCHEIDE

Account Number
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Statement Period
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AA001431

Investment Detail - Fixed Income

	Par	Market Price	Market Value	Adjusted Cost Basis	% of Account Assets	Unrealized Gain or (Loss)	Estimated Annual Income
	Units Purchased	Cost Per Unit	Cost Basis		Acquired		Yield to Maturity
Municipal Bonds							
NC ST CAP IMPT L 5.25%17	95,000.0000	101.4700	96,396.50	97,214.79	4%	(818.29) ^b	4,987.50
VP DUE 05/01/17	95,000.0000	112.5350	106,908.25	97,214.79	08/17/14	(818.29) ^b	0.57%
CUSIP: 65825PAH3							
MOODY'S: Aa1 S&P: AA+							Accrued Interest: 831.25
HONOLULU HI C&C 5%21	85,000.0000	108.0360	91,830.60	92,779.61	4%	(949.01) ^b	4,250.00
GO UTX DUE 04/01/21	85,000.0000	116.6964	99,192.02	92,779.61	08/17/14	(949.01) ^b	2.26%
PRE-REFUNDED 04/01/19							
AT 100.00000							
CUSIP: 438670RL7							
MOODY'S: Aa1 S&P: NR							Accrued Interest: 1,062.50
ALLEN CNTY OH HOSP 4%19	65,000.0000	105.3240	68,460.60	69,024.11	3%	(563.51) ^b	2,600.00
HLTH HOSP DUE 05/01/19	65,000.0000	111.4660	72,452.90	69,024.11	08/17/14	(563.51) ^b	1.46%
XTRO							
CUSIP: 01757LES1							
MOODY'S: A2 S&P: A+							Accrued Interest: 433.33
GEORGIA ST 5%19	95,000.0000	108.9270	103,480.65	105,907.11	4%	(2,426.46) ^b	4,750.00
VP DUE 07/01/19	95,000.0000	118.4560	112,533.20	105,907.11	08/17/14	(2,426.46) ^b	1.09%
CUSIP: 373384PL4							
MOODY'S: Aaa S&P: AAA							Accrued Interest: 2,375.00
SAN MATEO CA CCD 4%19	100,000.0000	106.8490	106,849.00	108,772.37	4%	(1,923.37) ^b	4,000.00
EDUC COLL DUE 09/01/19	100,000.0000	114.5825	114,582.50	108,772.37	08/17/14	(1,923.37) ^b	1.02%
CUSIP: 799038KC7							
MOODY'S: Aaa S&P: AAA							Accrued Interest: 1,333.33

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Schwab One® Account of
SUSAN M HOY ADM
EST OF THEODORE SCHEIDE

Account Number
-3684

Statement Period
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Investment Detail - Fixed Income (continued)

	Par Units Purchased	Market Price Cost Per Unit	Market Value Cost Basis	Adjusted Cost Basis	% of Account Assets Acquired	Unrealized Gain or (Loss)	Estimated Annual Income Yield to Maturity
Municipal Bonds (continued)							
MOBILE AL 5.4%20	25,000.0000	103.9480	25,987.00	36,997.53	1%	(615.73) ^b	1,890.00
GO UTX DUE 02/15/20	35,000.0000	113.0955	39,583.43	36,997.53	08/17/14	(615.73) ^b	2.81%
AMT CALLABLE 02/15/18 AT 100.00000 CUSIP: 607114U29 MOODY'S: Aa2 S&P: AA-							
							<i>Accrued Interest: 714.00</i>
CO ST CTFS PART 4.25%20	100,000.0000	107.9310	107,931.00	108,842.09	4%	(911.09) ^b	4,250.00
COPS EDUC DUE 11/01/20	100,000.0000	113.4305	113,430.50	108,842.09	08/17/14	(911.09) ^b	1.94%
XTRO CUSIP: 198711NU5 MOODY'S: Aa2 S&P: AA-							
							<i>Accrued Interest: 708.33</i>
HILLSBORO CO FL A 5.5%24	40,000.0000	116.2350	46,494.00	45,938.90	2%	555.10 ^b	2,200.00
TRAN AIR DUE 10/01/24	40,000.0000	118.7445	47,497.80	45,938.90	08/17/14	555.10 ^b	3.30%
AMT CALLABLE 10/01/23 AT 100.00000 CUSIP: 432308C51 MOODY'S: A1 S&P: A+							
							<i>Accrued Interest: 550.00</i>
BERKELEY CNTY SC SD 5%24	95,000.0000	114.9770	109,228.15	108,576.99	5%	651.16 ^b	4,750.00
SCH EQPT DUE 12/01/24	95,000.0000	117.7914	111,901.92	108,576.99	08/17/14	651.16 ^b	2.97%
CUSIP: 084211AM3 MOODY'S: NR S&P: AA-							
							<i>Accrued Interest: 395.83</i>

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Schwab One® Account of
SUSAN M HOY ADM
EST OF THEODORE SCHEIDE

Account Number
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AA001433

Investment Detail - Fixed Income (continued)

	Par	Market Price	Market Value	Adjusted Cost Basis	% of Account Assets	Unrealized Gain or (Loss)	Estimated Annual Income
Municipal Bonds (continued)	Units Purchased	Cost Per Unit	Cost Basis		Acquired		Yield to Maturity
INDIANA BOND BAN 5.25%25	90,000.0000	117.2950	105,565.50	104,236.04	4%	1,329.46 ^b	4,725.00
HLTH HOSP DUE 04/01/25	90,000.0000	119.1560	107,240.40	104,236.04	08/17/14	1,329.46 ^b	3.11%
XTRO AMBAC INDEMNITY COR CUSIP: 454624UN5 MOODY'S: WR S&P: AA							<i>Accrued Interest: 1,181.25</i>
NEW YORK NY 5%27	60,000.0000	112.1570	67,294.20	67,333.24	3%	(39.04) ^b	3,000.00
GO UTX DUE 08/01/27	60,000.0000	116.6195	69,971.70	67,333.24	08/17/14	(39.04) ^b	3.40%
CALLABLE 08/01/21 AT 100.00000 CUSIP: 64966JMY9 MOODY'S: Aa2 S&P: AA							<i>Accrued Interest: 1,250.00</i>
Total Municipal Bonds	150,000.0000		172,836.70	171,569.28	3%	1,250.42	4,725.00
			171,569.28				

Total Accrued Interest for Municipal Bonds: 10,834.82

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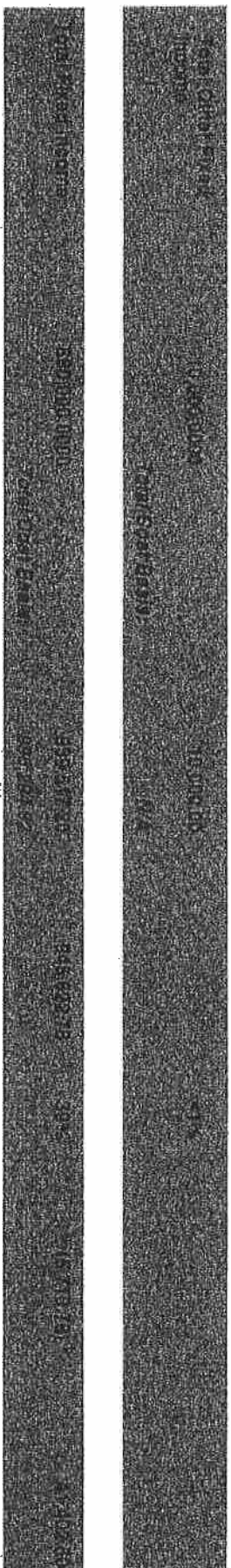
Schwab One® Account of
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Investment Detail - Fixed Income (continued)

Other Fixed Income	Par	Market Price	Market Value	Adjusted Cost Basis	% of Account Assets Acquired	Unrealized Gain or (Loss)	Estimated Annual Income Yield to Maturity
MOBILE AL	5.4000	100.0000	10,000.00		<1%		
PARTIAL CALL							
@100 EFF: 02/15/2017							
MOODY'S: NR	S&P: NR						



Accrued interest represents the interest that would be received if the fixed income investment was sold prior to the coupon payment. Estimated Annual Income ("EAI") and Estimated Yield ("EY") calculations are for informational purposes only. The actual income and yield might be lower or higher than the estimated amounts. EY is based upon EAI and the current price of the security and will fluctuate. For certain types of securities, the calculations could include a return of principal or capital gains in which cases EAI and EY would be overstated. EY and EAI are not promptly updated to reflect when an issuer has missed a regular payment or announced changes to future payments, in which cases EAI and EY will continue to display at a prior rate.

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Schwab One® Account of
SUSAN M HOY ADM
EST OF THEODORE SCHEIDE

Account Number
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Investment Detail - Equities

Equities	Quantity	Market Price	Market Value	% of	Unrealized	Estimated	Estimated
	Units Purchased	Cost Per Share	Cost Basis	Account Assets Acquired	Gain or (Loss)	Yield Holding Days	Annual Income Holding Period
INVESCO VALUE MUNI INCM TRUST	4,570.5961	14.6300	66,867.82	3%	(1,677.41)	5.08%	3,400.52
	94.7273	14.9970	1,420.63	08/17/14	(34.77)	867	Long-Term
SBI	1,255.1377	14.9969	18,823.30	08/17/14	(460.63)	867	Long-Term
SYMBOL: IIM	3,220.7309	14.9969	48,301.30	08/17/14	(1,182.01)	867	Long-Term
<i>Cost Basis</i>			<i>68,545.23</i>				
NUVEEN AMT FREE MUNICIPA	5,850.0000	16.2600	95,121.00	4%	43.87	4.42%	4,212.00
SYMBOL: NUW	100.0000	16.2525	1,625.25	08/17/14	0.75	867	Long-Term
	100.0000	16.2525	1,625.25	08/17/14	0.75	867	Long-Term
	644.0000	16.2525	10,466.61	08/17/14	4.83	867	Long-Term
	737.0000	16.2524	11,978.09	08/17/14	5.53	867	Long-Term
	1,324.0000	16.2525	21,518.31	08/17/14	9.93	867	Long-Term
	1,358.0000	16.2525	22,070.90	08/17/14	10.18	867	Long-Term
<i>Cost Basis</i>	<i>1,587.0000</i>	<i>16.2525</i>	<i>25,792.72</i>	<i>08/17/14</i>	<i>11.90</i>	<i>867</i>	<i>Long-Term</i>
			<i>95,077.13</i>				
NUVEEN AMT FREE QUALITY	15,986.0000	13.3400	213,253.24	9%	(1,590.41)	5.57%	11,893.58
SYMBOL: NEA	67.8189	13.4394	911.45	08/17/14	(6.74)	867	Long-Term
	106.6673	13.4395	1,433.56	08/17/14	(10.62)	867	Long-Term
	107.6491	13.4394	1,446.75	08/17/14	(10.71)	867	Long-Term
	215.2983	13.4394	2,893.50	08/17/14	(21.42)	867	Long-Term
	215.2983	13.4394	2,893.50	08/17/14	(21.42)	867	Long-Term
	215.2983	13.4394	2,893.50	08/17/14	(21.42)	867	Long-Term
	215.2983	13.4394	2,893.50	08/17/14	(21.42)	867	Long-Term
	215.2983	13.4394	2,893.50	08/17/14	(21.42)	867	Long-Term
	322.9475	13.4394	4,340.25	08/17/14	(32.13)	867	Long-Term
	430.5967	13.4394	5,787.00	08/17/14	(42.84)	867	Long-Term
	538.2459	13.4394	7,233.75	08/17/14	(53.55)	867	Long-Term
	538.2459	13.4394	7,233.75	08/17/14	(53.55)	867	Long-Term
	645.8951	13.4394	8,680.50	08/17/14	(64.26)	867	Long-Term
	861.1935	13.4394	11,574.00	08/17/14	(85.68)	867	Long-Term

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Schwab One® Account of
SUSAN M HOY ADM
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Investment Detail - Equities (continued)

Equities (continued)	Quantity	Market Price	Market Value	% of Account Assets	Unrealized Gain or (Loss)	Estimated Yield	Estimated Annual Income
	Units Purchased	Cost Per Share	Cost Basis	Acquired		Holding Days	Holding Period
NUVEEN AMT FREE QUALITY	861.1935	13.4394	11,574.00	08/17/14	(85.68)	867	Long-Term
	1,184.1411	13.4394	15,914.25	08/17/14	(117.81)	867	Long-Term
	1,399.4395	13.4394	18,807.75	08/17/14	(139.23)	867	Long-Term
	3,444.7742	13.4394	46,296.00	08/17/14	(342.71)	867	Long-Term
	4,400.6990	13.4394	59,143.14	08/17/14	(437.81)	867	Long-Term
<i>Cost Basis</i>			214,843.65				
NUVEEN MUNICIPAL CREDIT	20,382.0000	14.1400	288,201.48	12%	2,191.06	6.28%	18,099.22
SYMBOL: NZF	68.0000	14.0325	954.21	08/17/14	7.31	867	Long-Term
	100.0000	14.0325	1,403.25	08/17/14	10.75	867	Long-Term
	1,200.0000	14.0325	16,839.00	08/17/14	129.00	867	Long-Term
	1,532.0000	14.0325	21,497.79	08/17/14	164.69	867	Long-Term
	1,600.0000	14.0325	22,452.00	08/17/14	172.00	867	Long-Term
	2,300.0000	14.0325	32,274.75	08/17/14	247.25	867	Long-Term
	2,900.0000	14.0325	40,694.25	08/17/14	311.75	867	Long-Term
	3,000.0000	14.0325	42,097.50	08/17/14	322.50	867	Long-Term
	3,782.0000	14.0325	53,070.92	08/17/14	406.56	867	Long-Term
	3,900.0000	14.0325	54,726.75	08/17/14	419.25	867	Long-Term
<i>Cost Basis</i>			286,010.42				Accrued Dividend: 77.45
PIMCO MUNICIPAL INCOME C	26,565.0000	14.3900	383,709.35	16%	7,466.20	6.77%	25,998.38
SYMBOL: PMF	22.0000	14.1100	310.42	08/17/14	6.16	867	Long-Term
	114.0000	14.1100	1,608.54	08/17/14	31.92	867	Long-Term
	114.0000	14.1100	1,608.54	08/17/14	31.92	867	Long-Term
	130.0000	14.1100	1,834.30	08/17/14	36.40	867	Long-Term
	186.0000	14.1100	2,624.46	08/17/14	52.08	867	Long-Term
	600.0000	14.1100	8,466.00	08/17/14	168.00	867	Long-Term
	1,000.0000	14.1100	14,110.00	08/17/14	280.00	867	Long-Term
	1,200.0000	14.1100	16,932.00	08/17/14	336.00	867	Long-Term

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Schwab One® Account of
SUSAN M HOY ADM
EST OF THEODORE SCHEIDE

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Investment Detail - Equities (continued)

Equities (continued)	Quantity	Market Price	Market Value	% of Account Assets	Unrealized Gain or (Loss)	Estimated Yield	Estimated Annual Income
	Units Purchased	Cost Per Share	Cost Basis	Acquired	Holding Days	Holding Period	
PIMCO MUNICIPAL INCOME C	1,400.0000	14.1100	19,754.00	08/17/14	392.00	867	Long-Term
	2,161.0000	14.1100	30,491.71	08/17/14	605.08	867	Long-Term
	3,100.0000	14.1100	43,741.00	08/17/14	868.00	867	Long-Term
	16,638.0000	14.1100	234,762.18	08/17/14	4,658.64	867	Long-Term
Cost Basis			376,243.15				Accrued Dividend: 2,166.53
Total Equities			1,047,152.89	43%	4,433.31		63,903.70
			Total Cost Basis				
			1,040,713.98				

Total Accrued Dividend for Equities: 2,243.98

Estimated Annual Income ("EAI") and Estimated Yield ("EY") calculations are for informational purposes only. The actual income and yield might be lower or higher than the estimated amounts. EY is based upon EAI and the current price of the security and will fluctuate. For certain types of securities, the calculations could include a return of principal or capital gains in which case EAI and EY would be overstated. EY and EAI are not promptly updated to reflect when an issuer has missed a regular payment or announced changes to future payments, in which case EAI and EY will continue to display at a prior rate.

Total Investment Detail	2,422,008.41
Total Account Value	2,422,008.41
Total Cost Basis	2,066,014.20

Transaction Detail - Purchases & Sales

Fixed Income Activity

Settle Date	Trade Date	Transaction	Description	Par	Unit Price	Total Amount
12/21/16	12/21/16	Reorganized Issue	MOBILE AL 5.4%20	(10,000.0000)		
			GO UTX DUE 02/15/20: 607114U29			

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Schwab One® Account of
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Transaction Detail - Purchases & Sales (continued)

Fixed Income Activity (continued)

Settle Date	Trade Date	Transaction	Description	Par	Unit Price	Total Amount
12/21/16	12/21/16	Reorganized Issue	MOBILE AL PARTIAL CALL	5.4XXX	10,000.0000	
Total Fixed Income Activity						0.00
Total Purchases & Sales						0.00

Transaction Detail - Dividends & Interest (including Money Market Fund dividends reinvested)

Transaction Date	Process Date	Activity	Description	Credit/(Debit)
12/01/16	12/01/16	Bond Interest	BERKELEY CNTY SC SD 5%24: 084211AM3	2,375.00
12/01/16	12/01/16	Cash Dividend	NUVEEN AMT FREE MUNICIPA: NUW	351.00
12/01/16	12/01/16	Cash Dividend	NUVEEN AMT FREE QUALITY: NEA	1,087.05
12/01/16	12/01/16	Cash Dividend	NUVEEN ENHANCED MCPL CRE: NZF	1,549.03
12/01/16	12/01/16	Cash Dividend	PIMCO MUNICIPAL INCOME C: PMF	2,166.53
12/15/16	12/16/16	Bank Interest ^{XZ}	BANK INT 111616-121516	3.51
12/30/16	12/30/16	Cash Dividend	INVESCO VALUE MUNI INCM: IIM	283.38
12/30/16	12/30/16	Cash Dividend	NUVEEN AMT FREE MUNICIPA: NUW	351.00
12/30/16	12/30/16	Special Dividend	NUVEEN AMT FREE MUNICIPA: NUW	42.12
12/30/16	12/30/16	Cash Dividend	NUVEEN AMT FREE QUALITY: NEA	991.13
12/30/16	12/30/16	Cash Dividend	NUVEEN MUNICIPAL CREDIT: NZF	1,508.27
Total Dividends & Interest				10,768.02
Total Transaction Detail				10,768.02

Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.



Schwab One® Account of
SUSAN M HOY ADM
EST OF THEODORE SCHEIDE

Account Number
-3684

Statement Period
December 1-31, 2016

AA001439

Charles Schwab Bank Deposit Accounts Activity

Transaction Date	Transaction	Description	Withdrawal	Deposit	Balance ^{x,z}
Opening Balance					424,347.82
12/01/16	Auto Transfer	BANK CREDIT FROM BROKERAGE ^x		283.38	424,631.30
12/02/16	Auto Transfer	BANK CREDIT FROM BROKERAGE ^x		7,528.61	432,159.91
12/15/16	Interest Paid ^{x,z}	BANK INTEREST		3.51	432,163.42
Total Activity			0.00	7,811.50	
Ending Balance					432,163.42

Deposit Accounts: Interest Rate as of 12/30/16 was 0.03%. Your interest period was 11/16/16 - 12/15/16. ^z

Pending Corporate Actions

	Transaction	Quantity	Payable Date	Rate per Share	Share Distribution	Cash Distribution
NUVEEN MUNICIPAL CREDIT	Capital Gain Div	20,382.0000	12/30/16	0.0018		36.69
NUVEEN MUNICIPAL CREDIT	Special Dividend	20,382.0000	12/30/16	0.0020		40.76
PIMCO MUNICIPAL INCOME C	Cash Dividend	26,665.0000	01/03/17	0.0812		2,166.53
Total Pending Corporate Actions						2,243.98

Pending transactions are not included in account value.

Endnotes For Your Account

Symbol Endnote Legend

- b** When available, Adjusted Cost Basis values are used in Gain or (Loss) calculations.
- d** Accrued Income is the sum of the total accrued interest and/or accrued dividends on positions held in your brokerage account, but the income and/or dividends have not been received into your account and Schwab makes no representation that they will. Accrued amounts are not covered by SIPC account protection until actually received and held in the account.

Schwab has provided accurate gain and loss information whenever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.





Schwab One® Account of
SUSAN M HOY ADM
EST OF THEODORE SCHEIDE

Account Number
-3684

Statement Period
December 1-31, 2016

AA001440

Endnotes For Your Account (continued)

Symbol Endnote Legend

X Balances held at Charles Schwab Bank, member FDIC.

Z Please note that the interest is paid for a period that differs from the Statement Period. Bank balances include any interest that Charles Schwab Bank paid as indicated on the Deposit Accounts Activity page. Bank balances do not include any interest that may have accrued during the Statement Period after interest is paid. The interest paid may include interest that accrued in the prior Statement Period.

For information on how Schwab pays its representatives, go to <http://www.schwab.com/compensation>.



Schwab One® Account of
THEODORE SCHEIDE

Account Number
-6113

Statement Period
December 1-31, 2015

AA001441

Protect your privacy and the environment. Switch to eStatements at www.schwab.com/lesspaper. Visit www.schwab.com/premiumstatement to explore the features and benefits of this statement.

THEODORE SCHEIDE
8333 JEREMIAHS LODGE AVE
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Customer Service and Account Information

Customer Service and Trading:
Call your Schwab Representative
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Bank Inquiries:
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Schwab by Phone™
Automated Services:
1 (800) 435-8804

TeleBroker@:
1 (800) 272-4922

Visit Our Web Site:
schwab.com

Cost Basis Updates:
To provide updates for incomplete cost basis information, please visit schwab.com/gainloss

Market Monitor

Rates	Yield
Value Adv Money Fd SWVXX	0.03%
Sch Investor Money Fund	0.01%
Deposit Accounts: Interest Rate as of 12/31 ^Z	0.01%

Indices	Year To Date Change
Dow Jones Industrial Average	-2.23%
Standard & Poor's 500 Index®	-0.73%
Schwab 1000 Index®	-0.95%
NASDAQ Composite Index	5.73%

Terms and Conditions

GENERAL INFORMATION AND KEY TERMS:

All references to "Schwab" in this document refer to the broker-dealer Charles Schwab & Co., Inc. Unless otherwise defined herein, capitalized terms have the same meanings as in your Account Agreement. If you receive any other communication from any source other than Schwab which purports to represent your holdings you should verify its content with this statement. Securities, products, and services are not available in all countries and are subject to country specific restrictions.

AIP (Automatic Investment Plan) Customers: Schwab receives remuneration in connection with certain transactions effected through Schwab. If you participate in a systematic investment program through Schwab, the additional information normally detailed on a trade confirmation will be provided upon request.

Average Daily Balance: Average daily composite of all cash balances that earn interest and all loans from Schwab that are charged interest.
Bank Sweep Feature: Schwab acts as your agent and custodian in establishing and maintaining your Bank Sweep feature as a Schwab Cash Feature for your brokerage account. Deposit accounts held through the Bank Sweep feature constitute direct obligations of Charles Schwab Bank and are not obligations of Schwab. Deposit accounts are insured by the FDIC within applicable limits. The balance in the bank deposit accounts can be withdrawn on your order and the proceeds returned to your securities account or remitted to you as provided in your Account Agreement. For information on FDIC insurance and its limits, as well as other important disclosures about the Bank Sweep feature, please refer to the Cash Features Disclosure Statement available online or from a Schwab representative.

Cash: Any Free Credit Balances owed by us to you payable upon demand which, although accounted for on our books of record, is not segregated and may be used in the conduct of this firm's business.

Dividend Reinvestment Customers: Dividend reinvestment transactions were effected by Schwab acting as a principal for its own account, except for the reinvestment of Schwab dividends, for which an independent broker-dealer acted as the buying agent. Further information on these transactions will be furnished upon written request.

Estimated Annual Income: Derived from information provided by outside parties. Schwab cannot guarantee the accuracy of such information. Since the interest and dividends are subject to change at any time, they should not be relied upon for making investment decisions.

Fees and Charges: It is your responsibility, and not Schwab's, to verify the accuracy of all fees. Margin interest charged to your Account during the statement period is included in this section of the statement.
Interest: For the Schwab One interest feature and the Bank Sweep feature, interest is paid for a period that differs from the Statement Period. Balances include interest paid as indicated on your statement by Schwab or Charles Schwab Bank. These balances do not include interest that may have accrued during the Statement Period after interest is paid. The interest paid may include interest that accrued in the prior Statement Period. For the Schwab One interest feature, interest accrues daily from the second-to-last business day of the prior month and is posted on the second-to-last business day of the current month. For the Bank Sweep feature, interest accrues daily from the 16th day of the prior month and is credited/posted on the first business day after the 15th of the current month. If, on any given day, the interest that Schwab calculates for the Free Credit Balances in the Schwab One interest feature in your brokerage account is less than \$.005, you will not accrue any interest on that day. For balances held at Charles Schwab Bank in the Bank Sweep feature, interest will accrue even if the amount is less than \$.005.

Latest Price/Price (Investment Detail Section Only): The most recent price evaluation available on the last business day of the statement period, normally the last trade price or bid. Unpriced securities denote that no market evaluation update is currently available. Price evaluations are obtained from outside parties. Schwab shall have no responsibility for the accuracy or timeliness of any such valuations. Pricing of assets not held at Schwab is for informational purposes only. Some securities, especially thinly-traded equities in the OTC market or foreign markets, may not report the most current price and are indicated as Stale Priced. For Limited Partnerships (LP) and Real Estate Investment Trust (REIT) securities, you may see that the value reflected on your periodic statement for this security is unpriced. FINRA rules require that certain LP and REIT securities, that have not been priced within 18 months, must show as unpriced on customer statements. Note that these securities are generally illiquid, the value of the securities will be different than its purchase price; if applicable, that accurate valuation information may not be available.

Margin Account Customers: This is a combined statement of your margin account and special memorandum account maintained for you under Section 220.5 of Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the separate account as required by Regulation T is available for your inspection.

Non-Publicly Traded Securities: All assets shown on this statement, other than certain direct investments which may be held by a third party, are held in your Account. Values of certain Non-Publicly Traded Securities may be furnished by a third party and Schwab shall have no responsibility for the accuracy or timeliness of such valuations. The Securities Investor Protection Corporation (SIPC) does not cover many limited partnership interests.

Option Customers: Be aware of the following: 1) Commissions and other charges related to the execution of option transactions have been included in confirmations of such transactions previously furnished to you and will be made available promptly upon request 2) You should advise us promptly of any material changes in your investment objectives or financial situation 3) Exercise assignment notices for the option contracts are allocated among customer short positions by an automated procedure which randomly selects from among all customer short option positions those contracts which are subject to exercise, including positions established on the day of assignment 4) Realized gain/loss of underlying securities is adjusted to reflect the premiums of assigned or exercised options. Please consult your tax advisor or IRS publication 550, Investment Income and Expenses, for additional information on Options.

Schwab Sweep Money Funds: Includes the primary money market funds into which Free Credit Balances may be automatically invested pursuant to your Account Agreement. Schwab or an affiliate acts and receives compensation as the Investment Advisor, Transfer Agent, Shareholder Service Agent and Distributor for the Schwab Sweep Money Funds. The amount of such compensation is disclosed in the prospectus. The yield information for Schwab Sweep Money Funds is the current 7-day yield as of the statement period. Yields vary. If, on any given day, the accrued daily dividend for your selected sweep money fund as calculated for your account is less than 1/2 of 1 cent (\$.005), your account will not earn a dividend for that day. In addition, if you do not accrue at least 1 daily dividend of \$.01 during a pay period, you will not receive a money market dividend for that period. Schwab and the Schwab Sweep Money Funds investment advisor may be voluntarily reducing a portion of a Schwab Sweep Money Fund's expenses. Without these reductions, yields would have been lower. The shares of the money market mutual fund can be liquidated on your order and the proceeds returned to your securities account or remitted to you as provided in your Account Agreement and the applicable prospectus.

Securities Products and Services: Securities products and services are offered by Charles Schwab & Co., Inc., Member SIPC. Securities products and services, including unswept intraday funds and net credit balances held in brokerage accounts are not guaranteed deposits or obligations of Charles Schwab Bank, and are subject to investment risk, are not FDIC insured, may lose value, and are not bank guaranteed. SIPC does not cover balances held at Charles Schwab Bank in the Bank Sweep feature.

Gain (or Loss): Unrealized Gain (or Loss) and Realized Gain (or Loss) sections ("Gain/Loss Section(s)") contain a gain or a loss summary of your Account. This information is not a solicitation or a recommendation to buy or sell. It may, however, be helpful for investment and tax planning strategies. Schwab does not provide tax advice and encourages you to consult with your tax professional. Please view the Cost Basis Disclosure Statement for additional information on how gain (or loss) is calculated and how Schwab reports adjusted cost basis information to the IRS.

IN CASE OF ERRORS OR DISCREPANCIES: If you find an error or discrepancy relating to your brokerage activity (other than an electronic fund transfer) you must notify us promptly, but no later than 10 days after this statement is sent or made available to you. If this statement shows that we have mailed or delivered security certificate(s) that you have not received, notify Schwab immediately. You may call us at 800-435-4000. (Outside the U.S., call +1-415-667-8400.) Any oral communications should be re-confirmed in writing to further protect your rights, including rights under the Securities Investor Protection Act (SIPA). If you do not so notify us, you agree that the statement activity and account balance are correct for all purposes with respect to those brokerage transactions.

COMPLAINT CONTACT INFORMATION: Complaints about Schwab statements, products or services may be directed to 1-800-435-4000. For clients residing outside of the U.S., call collect +1-415-667-8400. Please send any written complaints to the Client Advocacy Team, 211 Main St., San Francisco, CA 94105, USA.

Address Changes: It is your obligation to keep Schwab informed of any changes in your address, telephone number or other contact information. If you fail to notify Schwab of those changes, you may not receive important notifications about your Account, and trading or other restrictions might be placed on your Account. For assistance, you may contact Schwab at 1-800-435-4000. Clients residing outside of the U.S. may call Schwab collect at +1-415-667-8400.

Additional Information: We are required by law to report to the Internal Revenue Service adjusted cost basis information (if applicable), certain payments to you and credits to your Account during the calendar year. Retain this statement for income tax purposes. Schwab or an affiliate acts as the Investment Advisor, Transfer Agent, Shareholder Service Agent and Distributor for the Sweep Funds and as Transaction Services Agent for the Government Money Fund. Schwab or an affiliate is compensated by the Sweep Funds for acting in each of these capacities other than as Distributor. The amount of such compensation is disclosed in the prospectus. Additional information will be provided upon written request. A financial statement for your inspection is available at Schwab's offices or a copy will be mailed to you upon written request. Any third party trademarks appearing herein are the property of their respective owners. (0515-1411)



Schwab One® Account of
THEODORE SCHEIDE

Account Number
-6113

Statement Period
December 1-31, 2015

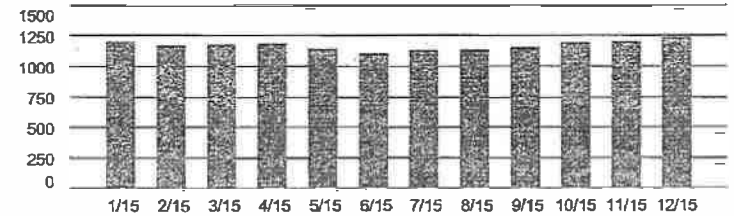
AA001443

Change in Account Value This Period Year to Date

Starting Value	\$ 1,204,134.01	\$ 1,131,664.50
Cash Value of Purchases & Sales	0.00	0.00
Investments Purchased/Sold	0.00	0.00
Deposits & Withdrawals	0.00	0.00
Dividends & Interest ^Z	6,404.80	62,031.77
Fees & Charges	0.00	0.00
Transfers	0.00	0.00
Income Reinvested	0.00	0.00
Change in Value of Investments	29,662.65	46,505.19
Ending Value on 12/31/2015	\$ 1,240,201.46	\$ 1,240,201.46
Accrued Income ^d	4,152.12	
Ending Value with Accrued Income ^d	\$ 1,244,353.58	

Total Change in Account Value Including Deposits and Withdrawals	36,067.45	3,108,536.4%
Including Deposits, Withdrawals and Accrued Income	0.21%	

Account Value (\$) Over Last 12 Months [in Thousands]



Asset Composition	Market Value	% of Account Assets
Cash and Deposit Accounts ^{XZ}	\$ 134,617.54	11%
Equities	1,105,583.92	89%
Total Assets Long	\$ 1,240,201.46	
Margin Loan Balance	0.00	

Total Account Value	\$ 1,240,201.46	100%
Accrued Income	4,152.12	
Total Value with Accrued Income	\$ 1,244,353.58	

Overview



- 11% Cash, Deposit Accounts [X,Z]
- 89% Equities

Gain or (Loss) Summary

Realized Gain or (Loss) This Period	
Short Term	\$0.00
Long Term	\$0.00
Unrealized Gain or (Loss)	
All Investments	\$1,395.22 ⁱ

Values may not reflect all of your gains/losses.

Account Notes

- Accrued Dividend is \$4,152.12

Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.



Schwab One® Account of
THEODORE SCHEIDE

Account Number
6113

Statement Period
December 1-31, 2015

AA001444

Income Summary	This Period		Year to Date	
	Federally Tax-Exempt ¹	Federally Taxable	Federally Tax-Exempt ¹	Federally Taxable
Deposit Accounts Interest	0.00	1.07	0.00	10.09
Cash Dividends	6,403.73	0.00	59,790.08	0.00
Total Income	6,403.73	1.07	59,790.08	10.09

¹Certain income in this category may qualify for state tax exemption; consult your tax advisor.

Margin Loan Information	Margin Loan Balance	Funds Available to Withdraw*	Securities Buying Power*	Margin Loan Rates Vary by Balance
This Period	0.00	0.00	0.00	6.00% - 8.50%

The opening margin loan balance for the statement period was \$0.00.

For more information about the margin feature, please visit schwab.com/margin.

*Values include any cash plus the amount available using margin borrowing.

Investment Detail - Cash and Deposit Accounts

Cash	Market Value	% of Account Assets
Cash	1,417.43	<1%
Total Cash	1,417.43	<1%
Deposit Accounts	Market Value	% of Account Assets
Deposit Accounts ^{XZ}	133,200.11	11%
Total Deposit Accounts	133,200.11	11%
Total Cash and Deposit Accounts	134,617.54	11%

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Schwab One® Account of
THEODORE SCHEIDE

Account Number
-6113

Statement Period
December 1-31, 2015

AA001445

Investment Detail - Equities

Equities	Quantity	Market Price	Market Value Cost Basis	% of Account Assets	Unrealized Gain or (Loss)	Estimated Yield	Estimated Annual Income
INVESCO VALUE MUNI INCM (M) TRUST SBI SYMBOL: IIM	4,570.5961	16.2500	74,272.19 71,692.91	6%	2,579.28	5.16%	3,839.30
NUVEEN AMT FREE MUNICIPA (M) SYMBOL: NUW	5,850.0000	17.8600	104,481.00 99,675.85	8%	4,805.15	4.36%	4,563.00
							<i>Accrued Dividend: 469.17</i>
NUVEEN DIVID ADV MUN FD (M) SYMBOL: NZF	20,382.0000	14.3600	292,685.52 320,930.85	24%	(28,245.33)	5.55%	16,264.84
							<i>Accrued Dividend: 1,516.42</i>
NUVEEN PERFORMANCE PLUS (M) SYMBOL: NPP	14,851.0000	14.9600	222,170.96 209,948.05	18%	12,222.91	5.85%	13,009.48
PIMCO MUNICIPAL INCOME C (M) SYMBOL: PMF	26,665.0000	15.4500	411,974.25 144,883.94	33%	10,033.21	6.31%	25,998.38
							<i>Accrued Dividend: 2,166.53</i>
Total Equities	72,338.5961		1,055,513.02 <i>Total Cost Basis</i>	80%	1,385.22		16,575.00

Total Accrued Dividend for Equities: 4,152.12

Estimated Annual Income ("EAI") and Estimated Yield ("EY") calculations are for informational purposes only. The actual income and yield might be lower or higher than the estimated amounts. EY is based upon EAI and the current price of the security and will fluctuate. For certain types of securities, the calculations could include a return of principal or capital gains in which case EAI and EY would be overstated. EY and EAI are not promptly updated to reflect when an issuer has missed a regular payment or announced changes to future payments, in which case EAI and EY will continue to display at a prior rate.

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Investment Detail - Total

Total Investment	1,240,204.46
Total Account Value	1,240,204.46
Total Cost Basis	84,133.50

Transaction Detail - Dividends & Interest (including Money Market Fund dividends reinvested)

Transaction Date	Process Date	Activity	Description	Credit/(Debit)
12/01/15	12/01/15	Cash Dividend	NUVEEN AMT FREE MUNICIPA: NUW	380.25
12/01/15	12/01/15	Cash Dividend	NUVEEN DIVID ADV MUN FD: NZF	1,355.40
12/01/15	12/01/15	Cash Dividend	NUVEEN PERFORMANCE PLUS: NPP	1,084.12
12/01/15	12/01/15	Cash Dividend	PIMCO MUNICIPAL INCOME C: PMF	2,166.53
12/15/15	12/16/15	Bank Interest ^{XZ}	BANK INT 111615-121515	1.07
12/31/15	12/31/15	Cash Dividend	INVESCO VALUE MUNI INCM: IIM	319.94
12/31/15	12/31/15	Special Dividend	NUVEEN PERFORMANCE PLUS: NPP	13.37
12/31/15	12/31/15	Cash Dividend	NUVEEN PERFORMANCE PLUS: NPP	1,084.12
Total Dividends & Interest				6,404.80

Total Transaction Detail	6,404.80
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Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.



Schwab One® Account of
THEODORE SCHEIDE

Account Number
6-6113

Statement Period
December 1-31, 2015

AA001447

Charles Schwab Bank Deposit Accounts Activity

Transaction Date	Transaction	Description	Withdrawal	Deposit	Balance ^{x,z}
Opening Balance					127,882.80
12/01/15	Auto Transfer	BANK CREDIT FROM BROKERAGE ^x		319.94	128,212.74
12/02/15	Auto Transfer	BANK CREDIT FROM BROKERAGE ^x		4,986.30	133,199.04
12/15/15	Interest Paid ^{x,z}	BANK INTEREST		1.07	133,200.11
Total Activity					5,307.31
Closing Balance					133,200.11

Deposit Accounts: Interest Rate as of 12/31/15 was 0.01%. Your interest period was 11/16/15 - 12/15/15. ^z

Pending Corporate Actions

Transaction	Quantity	Payable Date	Rate per Share	Share Distribution	Cash Distribution
NUVEEN AMT FREE MUNICIPA	Cash Dividend	5,850.0000	12/31/15	0.0650	380.25
NUVEEN AMT FREE MUNICIPA	Special Dividend	5,850.0000	12/31/15	0.0152	88.92
NUVEEN DIVID ADV MUN FD	Cash Dividend	20,382.0000	12/31/15	0.0690	1,406.36
NUVEEN DIVID ADV MUN FD	Special Dividend	20,382.0000	12/31/15	0.0054	110.06
PIMCO MUNICIPAL INCOME C	Cash Dividend	26,665.0000	01/04/16	0.0812	2,166.53
Total Pending Corporate Actions					4,152.12

Pending transactions are not included in account value.

Endnotes For Your Account

Symbol Endnote Legend

(M) Denotes a security that is marginable. Some mutual fund or ETF investments may not be immediately marginable.

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Endnotes For Your Account (continued)

Symbol Endnote Legend

- d Accrued Income is the sum of the total accrued interest and/or accrued dividends on positions held in your brokerage account, but the income and/or dividends have not been received into your account and Schwab makes no representation that they will. Accrued amounts are not covered by SIPC account protection until actually received and held in the account.
- i Value includes incomplete cost basis. If cost basis is not available for an investment, you may be able to provide updates. Please refer to the first page of this statement for instructions or contact information.
- X Balances held at Charles Schwab Bank, member FDIC.
- Z Please note that the interest is paid for a period that differs from the Statement Period. Bank balances include any interest that Charles Schwab Bank paid as indicated on the Deposit Accounts Activity page. Bank balances do not include any interest that may have accrued during the Statement Period after interest is paid. The interest paid may include interest that accrued in the prior Statement Period.

For information on how Schwab pays its representatives, go to <http://www.schwab.com/compensation>.



Schwab One® Account of
THEODORE SCHEIDE

Account Number
-6113

Statement Period
November 1-30, 2015

AA001449

Protect your privacy and the environment. Switch to eStatements at www.schwab.com/lesspaper. Visit www.schwab.com/premiumstatement to explore the features and benefits of this statement.

THEODORE SCHEIDE
8333 JEREMIAH'S LODGE AVE
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Customer Service and Account Information

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TeleBroker®:

1 (800) 272-4922

Visit Our Web Site:

schwab.com

Cost Basis Updates:

To provide updates for incomplete cost basis information, please visit schwab.com/gainloss

Market Monitor

Rates	Yield
Value Adv Money Fd SWVXX	0.01%
Sch Investor Money Fund	0.01%
Deposit Accounts: Interest Rate as of 11/30 ^z	0.01%

Indices	Year To Date Change
Dow Jones Industrial Average	-0.58%
Standard & Poor's 500 Index®	1.04%
Schwab 1000 Index®	0.98%
NASDAQ Composite Index	7.87%

Terms and Conditions

GENERAL INFORMATION AND KEY TERMS:

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Average Daily Balance: Average daily composite of all cash balances that earn interest and all loans from Schwab that are charged interest.

Bank Sweep Feature: Schwab acts as your agent and custodian in establishing and maintaining your Bank Sweep feature as a Schwab Cash Feature for your brokerage account, Deposit accounts held through the Bank Sweep feature constitute direct obligations of Charles Schwab Bank and are not obligations of Schwab. Deposit accounts are insured by the FDIC within applicable limits. The balance in the bank deposit accounts can be withdrawn on your order and the proceeds returned to your securities account or remitted to you as provided in your Account Agreement. For information on FDIC insurance and its limits, as well as other important disclosures about the Bank Sweep feature, please refer to the Cash Features Disclosure Statement available online or from a Schwab representative.

Cash: Any Free Credit Balance owed by us to you payable upon demand which, although accounted for on our books of record, is not segregated and may be used in the conduct of this firm's business.

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Fees and Charges: It is your responsibility, and not Schwab's, to verify the accuracy of all fees. Margin interest charged to your Account during the statement period is included in this section of the statement.

Interest: For the Schwab One Interest feature and the Bank Sweep feature, interest is paid for a period that differs from the Statement Period. Balances include interest paid as indicated on your statement by Schwab or Charles Schwab Bank. These balances do not include interest that may have accrued during the Statement Period after interest is paid. The interest paid may include interest that accrued in the prior Statement Period. For the Schwab One Interest feature, interest accrues daily from the second-to-last business day of the prior month and is posted on the second-to-last business day of the current month. For the Bank Sweep feature, interest accrues daily from the 15th day of the prior month and is credited/posted on the first business day after the 15th of the current month. If, on any given day, the interest that Schwab calculates for the Free Credit Balances in the Schwab One Interest feature in your brokerage account is less than \$.005, you will not accrue any interest on that day. For balances held at Charles Schwab Bank in the Bank Sweep feature, interest will accrue even if the amount is less than \$.005.

Latest Price/Price (Investment Detail Section Only): The most recent price evaluation available on the last business day of the statement period, normally the last trade price or bid. Unpriced securities denote that no market evaluation update is currently available. Price evaluations are obtained from outside parties. Schwab shall have no responsibility for the accuracy or timeliness of any such valuations. Pricing of assets not held at Schwab is for informational purposes only. Some securities, especially thinly traded equities in the OTC market or foreign markets, may not report the most current price and are indicated as *Stale Priced*. For Limited Partnerships (LP) and Real Estate Investment Trust (REIT) securities, you may see that the value reflected on your periodic statement for this security is unpriced. FINRA rules require that certain LP and REIT securities, that have not been priced within 18 months, must show as unpriced on customer statements. Note that these securities are generally illiquid, the value of the securities will be different than its purchase price; if applicable, that accurate valuation information may not be available.

Margin Account Customers: This is a combined statement of your margin account and special memorandum account maintained for you under Section 220.6 of Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the separate account as required by Regulation T is available for your inspection.

Non-Publicly Traded Securities: All assets shown on this statement, other than certain direct investments which may be held by a third party, are held in your Account. Values of certain Non-Publicly Traded Securities may be furnished by a third party and Schwab shall have no responsibility for the accuracy or timeliness of such valuations. The Securities Investor Protection Corporation (SIPC) does not cover many limited partnership interests.

Option Customers: Be aware of the following: 1) Commissions and other charges related to the execution of option transactions have been included in confirmations of such transactions previously furnished to you and will be made available promptly upon request 2) You should advise us promptly of any material changes in your investment objectives or financial situation 3) Exercise assignment notices for the option contracts are allocated among customer short positions by an automated procedure which randomly selects from among all customer short option positions those contracts which are subject to exercise, including positions established on the day of assignment 4) Realized gain/loss of underlying securities is adjusted to reflect the premiums of assigned or exercised options. Please consult your tax advisor or IRS publication 550, Investment Income and Expenses, for additional information on Options.

Schwab Sweep Money Funds: Includes the primary money market funds into which Free Credit Balances may be automatically invested pursuant to your Account Agreement. Schwab or an affiliate acts and receives compensation as the Investment Advisor, Transfer Agent, Shareholder Service Agent and Distributor for the Schwab Sweep Money Funds. The amount of such compensation is disclosed in the prospectus. The yield information for Schwab Sweep Money Funds is the current 7-day yield as of the statement period. Yields vary. If, on any given day, the accrued daily dividend for your selected sweep money fund as calculated (or your account is less than 1/2 of 1 cent (\$0.005), your account will not earn a dividend for that day. In addition, if you do not accrue at least 1 daily dividend of \$0.01 during a pay period, you will not receive a money market dividend for that period. Schwab and the Schwab Sweep Money Funds investment advisor may be voluntarily reducing a portion of a Schwab Sweep Money Fund's expenses. Without these reductions, yields would have been lower. The shares of the money market mutual fund can be liquidated on your order and the proceeds returned to your securities account or remitted to you as provided in your Account Agreement and the applicable prospectus.

Securities Products and Services: Securities products and services are offered by Charles Schwab & Co., Inc., Member SIPC. Securities products and services, including unswept intraday funds and net credit balances held in brokerage accounts are not guaranteed deposits or obligations of Charles Schwab Bank, and are subject to investment risk, are not FDIC insured, may lose value, and are not bank guaranteed. SIPC does not cover balances held at Charles Schwab Bank in the Bank Sweep feature.

Gain (or Loss): Unrealized Gain (or Loss) and Realized Gain (or Loss) sections ("Gain/Loss Section(s)") contain a gain or a loss summary of your Account. This information is not a solicitation or a recommendation to buy or sell. It may, however, be helpful for investment and tax planning strategies. Schwab does not provide tax advice and encourages you to consult with your tax professional. Please view the Cost Basis Disclosure Statement for additional information on how gain (or loss) is calculated and how Schwab reports adjusted cost basis information to the IRS.

IN CASE OF ERRORS OR DISCREPANCIES: If you find an error or discrepancy relating to your brokerage activity (other than an electronic fund transfer) you must notify us promptly, but no later than 10 days after this statement is sent or made available to you. If this statement shows that we have mailed or delivered security certificate(s) that you have not received, notify Schwab immediately. You may call us at 800-435-4000. (Outside the U.S., call +1-415-667-8400.) Any oral communications should be re-confirmed in writing to further protect your rights, including rights under the Securities Investor Protection Act (SIPA). If you do not so notify us, you agree that the statement activity and Account balance are correct for all purposes with respect to those brokerage transactions.

COMPLAINT CONTACT INFORMATION: Complaints about Schwab statements, products or services may be directed to 1-800-435-4000. For clients residing outside of the U.S., call collect +1-415-667-8400. Please send any written complaints to the Client Advocacy Team, 211 Main St., San Francisco, CA 94105, USA.

Address Changes: It is your obligation to keep Schwab informed of any changes in your address, telephone number or other contact information. If you fail to notify Schwab of these changes, you may not receive important notifications about your Account, and trading or other restrictions might be placed on your Account. For assistance, you may contact Schwab at 1-800-435-4000. Clients residing outside of the U.S. may call Schwab collect at +1-415-667-8400.

Additional Information: We are required by law to report to the Internal Revenue Service adjusted cost basis information (if applicable), certain payments to you and credits to your Account during the calendar year. Retain this statement for income tax purposes. Schwab or an affiliate acts as the Investment Advisor, Transfer Agent, Shareholder Service Agent and Distributor for the Sweep Funds and as Transaction Services Agent for the Government Money Fund. Schwab or an affiliate is compensated by the Sweep Funds for acting in each of these capacities other than as Distributor. The amount of such compensation is disclosed in the prospectus. Additional information will be provided upon written request. A financial statement for your inspection is available at Schwab's offices or a copy will be mailed to you upon written request.

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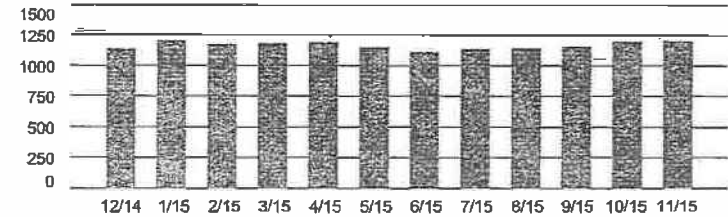
SIPC has taken the position that it will not cover the balances held in your deposit accounts maintained under programs like our Bank Sweep feature or the Insured Bank Network feature. Please see your Cash Features Disclosure Statement for more information on insurance coverage.
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Change in Account Value

	This Period	Year to Date
Starting Value	\$ 1,198,453.65	\$ 1,131,664.50
Cash Value of Purchases & Sales	0.00	0.00
Investments Purchased/Sold	0.00	0.00
Deposits & Withdrawals	0.00	0.00
Dividends & Interest ²	5,307.30	55,626.97
Fees & Charges	0.00	0.00
Transfers	0.00	0.00
Income Reinvested	0.00	0.00
Change in Value of Investments	373.06	16,842.54
Ending Value on 11/30/2015	\$ 1,204,134.01	\$ 1,204,134.01
Accrued Income ^d	4,986.30	
Ending Value with Accrued Income ^d	\$ 1,209,120.31	

Total Change in Account Value	\$ 6,686.30	\$ 72,469.51
Including Deposits and Withdrawals	0.00	0.00
Including Dividends, Interest and Accrued Income	5,307.30	55,626.97

Account Value (\$) Over Last 12 Months [in Thousands]



Asset Composition

	Market Value	% of Account Assets
Cash and Deposit Accounts ^{X,Z}	\$ 128,212.74	11%
Equities	1,075,921.27	89%
Total Assets Long	\$ 1,204,134.01	
Margin Loan Balance	0.00	

Total Account Value	\$ 1,204,134.01	100%
Accrued Income	4,986.30	
Total Value with Accrued Income ^d	\$ 1,209,120.31	

Overview



- 11% Cash, Deposit Accounts [X,Z]
- 89% Equities

Gain or (Loss) Summary

Realized Gain or (Loss) This Period	
Short Term	\$0.00
Long Term	\$0.00
Unrealized Gain or (Loss)	
All Investments	\$(21,778.61) [†]

Values may not reflect all of your gains/losses.

Account Notes

- Accrued Dividend is \$4,986.30

Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.



Schwab One® Account of THEODORE SCHEIDE

Account Number -6113

Statement Period November 1-30, 2015

AA001452

Income Summary	This Period		Year to Date	
	Federally Tax-Exempt ¹	Federally Taxable	Federally Tax-Exempt ¹	Federally Taxable
Deposit Accounts Interest	0.00	1.06	0.00	9.02
Cash Dividends	5,306.24	0.00	53,386.35	0.00
Total Income	5,306.24	1.06	53,386.35	9.02

¹Certain income in this category may qualify for state tax exemption; consult your tax advisor.

Margin Loan Information	Margin Loan Balance	Funds Available to Withdraw*	Securities Buying Power*	Margin Loan Rates Vary by Balance
This Period	0.00	0.00	0.00	6.00% - 8.50%

The opening margin loan balance for the statement period was \$0.00.
For more information about the margin feature, please visit schwab.com/margin.
*Values include any cash plus the amount available using margin borrowing.

Investment Detail - Cash and Deposit Accounts

Cash	Market Value	% of Account Assets
Cash	319.94	<1%
Total Cash	319.94	<1%

Deposit Accounts	Market Value	% of Account Assets
Deposit Accounts XZ	127,892.80	11%
Total Deposit Accounts	127,892.80	11%
Total Cash and Deposit Accounts	128,212.74	11%

Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.

Investment Detail - Equities

Equities	Quantity	Market Price	Market Value Cost Basis	% of Account Assets	Unrealized Gain or (Loss)	Estimated Yield	Estimated Annual Income
INVESCO VALUE MUNI INCM (M) TRUST SBI SYMBOL: IIM	4,570.5961	15.6400	71,484.12 71,692.91	6%	(208.79)	5.37%	3,839.30
NUVEEN AMT FREE MUNICIPA (M) SYMBOL: NUW	5,850.0000	17.2900	101,146.50 99,675.85	8%	1,470.65	4.51%	4,563.00
							<i>Accrued Dividend: 380.25</i>
NUVEEN DIVID ADV MUN FD (M) SYMBOL: NZF	20,382.0000	13.8100	281,475.42 320,930.85	23%	(39,455.43)	5.77%	16,284.84
							<i>Accrued Dividend: 1,355.40</i>
NUVEEN PERFORMANCE PLUS (M) SYMBOL: NPP	14,851.0000	14.8300	220,240.33 209,948.05	18%	10,292.28	5.90%	13,009.48
							<i>Accrued Dividend: 1,084.12</i>
PIMCO MUNICIPAL INCOME C (M) SYMBOL: PMF	26,665.0000	15.0600	401,574.90 144,883.94	33%	6,122.68	6.47%	25,998.38
							<i>Accrued Dividend: 2,166.53</i>
Total Equities							
							<i>Total Accrued Dividend for Equities: 4,986.30</i>

Estimated Annual Income ("EAI") and Estimated Yield ("EY") calculations are for informational purposes only. The actual income and yield might be lower or higher than the estimated amounts. EY is based upon EAI and the current price of the security and will fluctuate. For certain types of securities, the calculations could include a return of principal or capital gains in which case EAI and EY would be overstated. EY and EAI are not promptly updated to reflect when an issuer has missed a regular payment or announced changes to future payments, in which case EAI and EY will continue to display at a prior rate.



Schwab One® Account of
THEODORE SCHEIDE

Account Number
-6113

Statement Period
November 1-30, 2015

AA001454

Investment Detail - Total

Total Investment Detail	120,139.03
Total Asset Value	120,139.03
Total Cost Basis	0.00

Transaction Detail - Dividends & Interest (including Money Market Fund dividends reinvested)

Transaction Date	Process Date	Activity	Description	Credit/(Debit)
11/02/15	11/02/15	Cash Dividend	NUVEEN AMT FREE MUNICIPA: NUW	380.25
11/02/15	11/02/15	Cash Dividend	NUVEEN DIVID ADV MUN FD: NZF	1,355.40
11/02/15	11/02/15	Cash Dividend	NUVEEN PERFORMANCE PLUS: NPP	1,084.12
11/02/15	11/02/15	Cash Dividend	PIMCO MUNICIPAL INCOME C: PMF	2,166.53
11/15/15	11/16/15	Bank Interest ^{X,Z}	BANK INT 101615-111515	1.06
11/30/15	11/30/15	Cash Dividend	INVESCO VALUE MUNI INCM: IIM	319.94
Total Dividends & Interest				5,307.30
Total Transactions Detail				5,307.30

Charles Schwab Bank Deposit Accounts Activity

Transaction Date	Transaction	Description	Withdrawal	Deposit	Balance ^{X,Z}
Opening Balance					122,831.69
11/02/15	Auto Transfer	BANK CREDIT FROM BROKERAGE ^X		319.94	122,905.44

Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.



Schwab One® Account of
THEODORE SCHEIDE

Account Number
1-6113

Statement Period
November 1-30, 2015

AA001455

Charles Schwab Bank Deposit Accounts Activity (continued)

Transaction Date	Transaction	Description	Withdrawal	Deposit	Balance ^{XZ}
11/03/15	Auto Transfer	BANK CREDIT FROM BROKERAGE ^X		4,986.30	127,891.74
11/15/15	Interest Paid ^{XZ}	BANK INTEREST		1.06	127,892.80
Total Activity			0.00	5,987.30	
Ending Balance ^{XZ}					127,892.80

Deposit Accounts: Interest Rate as of 11/30/15 was 0.01%. Your interest period was 10/16/15 - 11/15/15. ^Z

Pending Corporate Actions

	Transaction	Quantity	Payable Date	Rate per Share	Share Distribution	Cash Distribution
NUVEEN AMT FREE MUNICIPA	Cash Dividend	5,850.0000	12/01/15	0.0650		380.25
NUVEEN DIVID ADV MUN FD	Cash Dividend	20,382.0000	12/01/15	0.0665		1,355.40
NUVEEN PERFORMANCE PLUS	Cash Dividend	14,851.0000	12/01/15	0.0730		1,084.12
PIMCO MUNICIPAL INCOME C	Cash Dividend	26,665.0000	12/01/15	0.0812		2,166.53
Total Pending Corporate Actions						4,986.30

Pending transactions are not included in account value.

Endnotes For Your Account

Symbol	Endnote Legend
(M)	Denotes a security that is marginable. Some mutual fund or ETF investments may not be immediately marginable.
d	Accrued Income is the sum of the total accrued interest and/or accrued dividends on positions held in your brokerage account, but the income and/or dividends have not been received into your account and Schwab makes no representation that they will. Accrued amounts are not covered by SIPC account protection until actually received and held in the account.
i	Value includes incomplete cost basis. If cost basis is not available for an investment, you may be able to provide updates. Please refer to the first page of this statement for instructions or contact information.
X	Balances held at Charles Schwab Bank, member FDIC.

Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.



Schwab One® Account of
THEODORE SCHEIDE

Account Number
6113

Statement Period
November 1-30, 2015

AA001456

Endnotes For Your Account (continued)

Symbol Endnote Legend

Z Please note that the interest is paid for a period that differs from the Statement Period. Bank balances include any interest that Charles Schwab Bank paid as indicated on the Deposit Accounts Activity page. Bank balances do not include any interest that may have accrued during the Statement Period after interest is paid. The interest paid may include interest that accrued in the prior Statement Period.

For information on how Schwab pays its representatives, go to <http://www.schwab.com/compensation>.

Receipt / Disbursement Records

Theodore Scheide (Probate)

Estate No. P-14-082619-E

04/01/2015 To 12/31/2017

Account Balances for end of period

Boyer Trust - Trust Account #Scheide:Probate \$113,799.87

Receipts

Date	Description	Amount
Boyer Trust - Trust Account #Scheide:Probate		
Other Income		
08/12/2016	Allstate Indemnity Co Refund	\$250.51
		\$250.51
Transfer Between		
04/09/2015	Estate of Theodore Scheide from Guardianship Checking	\$17,092.46
07/27/2016	Charles Schwab	\$100,000.00
		\$117,092.46
	Boyer Trust - Trust Account #Scheide:Probate	\$117,342.97
	Total For All	\$117,342.97

Disbursements

Date	Ck Number	Description	Amount
Boyer Trust - Trust Account #Scheide:Probate			
Attorney Fees			
09/27/2017	6828	Durham, Jones & Pinegar Costs	\$796.10
			\$796.10
Tax : Federal			
05/03/2016	6009	United States Treasury	\$447.00
			\$447.00
Tax Preparation Fee			
05/03/2016	6011	Gamett & King	\$1,800.00
12/06/2016	6441	Gamett & King	\$500.00
			\$2,300.00
		Boyer Trust - Trust Account #Scheide:Probate	\$3,543.10
		Total For All	\$3,543.10

EXHIBIT 2

Trust Details Report

Scheide, Theodore / Probate for Theodore Scheide (48490-2)

01/17/2018

Matter	Matter Description	Type	Status	Bank	Check Status	Check No.	Payee / Paid By	Invoice Reference	Amount	Date	Maturation	Override	Type	Days
2	Probate for Theodore Scheide	Receipt	Posted	1		6287900688	Estate of Theodore Sceide	0	17,092.46	04/10/2015				
Estate of Theodore Sceide														
2	Probate for Theodore Scheide	Check	Posted	1	Cleared	6009	United States Treasury	0	-447.00	05/03/2016				
Form 1041 Tax 2014 - Scheide, Theodore														
2	Probate for Theodore Scheide	Check	Posted	1	Cleared	6011	Gamett and King	0	-1,800.00	05/03/2016				
Tax prep fees 1040/1041 2014 - Scheide, Theodore														
2	Probate for Theodore Scheide	Receipt	Posted	1		0320374	Charles Schwab/S. Hoy adm T. Scheide	0	100,000.00	05/06/2016				
Charles Schwab/S. Hoy adm T. Scheide														
2	Probate for Theodore Scheide	Receipt	Posted	1		0084181854	Allstate/Theodore Schiede c/o NGS	0	250.51	08/16/2016				
Allstate/Theodore Schiede c/o NGS														
2	Probate for Theodore Scheide	Check	Posted	1	Cleared	6441	Gamett & King	0	-500.00	12/06/2016				
Tax Prep Fees 2016 1041 - T, Scheide - Gamett & King.														
2	Probate for Theodore Scheide	Check	Posted	1	Cleared	6828	Durham Jones & Pinegar	0	-796.10	09/27/2017				
Payment of Legal costs - Scheide, Theodore														
Report Totals:									113,799.87					

AA001458



DURHAM, JONES & PINEGAR, P.C.
10785 WEST TWAIN AVENUE, SUITE 200
LAS VEGAS, NEVADA 89135
702.870.6060
702.870.6090 FAX
WWW.DJPLAW.COM
F.E.I. # 87-0399832

January 17, 2018
Invoice #: 606676

Theodore Scheide
c/o Susan M. Hoy
6625 S Valley View Blvd Ste 216
Las Vegas, NV 89118

Invoice Summary

Client #: 48490 Theodore Scheide
Matter #: 2 Probate for Theodore Scheide

For professional services rendered and costs advanced through January 17, 2018:

Total Fees	\$ 26,238.00
Total Expenses	\$.00
Total of This Invoice	\$ 26,238.00
Trust Funds Held on Account	\$ 113,799.87
Balance of Unapplied Prepayments	\$ 26.95

Interest accrues at 1.5% per month on balance not paid after 30 days.

Terms: Total Balance Due Upon Receipt

EXHIBIT 3

Client #: 48490 Theodore Scheide
 Matter #: 2 Probate for Theodore Scheide
 Invoice #: 606676

Detail of Professional Fees

Date	Atty	Description of Services Rendered	Hours	Amount
5/22/15	PVA	Attend hearing regarding petition for instructions	2.00	720.00
12/15/15	KB	Review status report.	.20	80.00
1/04/16	KB	Review e-mail from Susan Hoy.	.10	40.00
2/23/16	KB	Review bank statements.	.20	80.00
2/23/16	KB	Review e-mail regarding taxes.	.10	40.00
2/23/16	KB	Review e-mail from Susan Hoy regarding taxes and closing estate; Draft e-mail regarding closing up estate.	.20	80.00
3/12/16	KB	Review e-mail to Susan Hoy.	.10	40.00
3/14/16	KB	Review financial statements.	.10	40.00
3/14/16	KB	Review e-mail from Anna Worthen.	.10	40.00
3/15/16	KB	Review e-mail from Susan Hoy; Review reply.	.10	40.00
3/15/16	KB	Review bank statements.	.20	80.00
6/03/16	KB	Review correspondence from Cary Colt Payne.	.10	40.00
6/03/16	KB	Telephone conference with Cary Colt Payne.	.30	120.00
6/06/16	KB	Telephone conference with Russell Geist.	.20	80.00
6/09/16	KB	Review correspondence from Russell Geist.	.20	80.00
6/21/16	KB	Review e-mail.	.10	40.00
6/22/16	KB	Review e-mail regarding taxes.	.20	80.00
6/22/16	KB	Review correspondence from Gary Colt Payne.	.20	80.00
6/27/16	KB	Review e-mail from Susan Hoy invoices.	.20	80.00
6/28/16	KB	Review correspondence from Cary Colt Payne.	.20	80.00
6/28/16	KB	Telephone conference with Susan Hoy regarding inventory.	.20	80.00
6/28/16	KB	Draft e-mail regarding petition.	.20	80.00
6/28/16	KB	Review correspondence from Cary Colt Payne regarding invoice and deposition.	.20	80.00
6/29/16	KB	Review e-mail from Susan Hoy regarding prudent investment.	.20	80.00
6/29/16	KB	Review e-mails regarding deposition.	.20	80.00
7/06/16	KB	Review e-mail regarding deposition.	.20	80.00
7/06/16	KB	Review e-mail from Jo.	.20	80.00
7/06/16	KB	Draft letter to Cary Colt Payne.	.20	80.00
7/07/16	PVA	Review and assess deposition subpoena and status of the probate	.50	180.00
7/07/16	KB	Review e-mail regarding deposition.	.20	80.00
7/08/16	KB	Draft letter to Cary Colt Payne.	.50	200.00
7/08/16	KB	Draft Notice of Withdrawal.	.30	120.00
7/12/16	KB	Review e-mail from Cary Colt Payne.	.20	80.00
7/12/16	KB	Review e-mail from Susan Hoy.	.20	80.00
7/12/16	KB	Review e-mail to Susan Hoy.	.10	40.00
7/13/16	PVA	Conference with J. Smith regarding facts and circumstances of the Will on file with the court and the missing Will	.50	180.00
7/20/16	KB	Review correspondence from Cary Colt Payne.	.10	40.00
7/22/16	KB	Review correspondence from Cary Colt Payne.	.20	80.00
7/26/16	PVA	Analyze Kristin request for consent to disclose attorney-client communications in a proposed affidavit; review NRS 49.115 and related case law concerning exceptions to the	1.40	504.00

Client #: 48490 Theodore Scheide
 Matter #: 2 Probate for Theodore Scheide
 Invoice #: 606676

Date	Atty	Description of Services Rendered	Hours	Amount
		privilege; e-mail to K. Boyer explaining reasons consent should not be granted		
8/02/16	PVA	Prepare correspondence to Kristin Tyler in response to her request for Susan Hoy's consent to sign an affidavit prepared by Russell Geist	.50	180.00
8/03/16	KB	Review proposed correspondence from Phil Van Alstyne.	.10	40.00
8/11/16	KB	Review of invoices.	.20	80.00
8/17/16	KB	Review correspondence from Cary Colt Payne.	.10	40.00
8/17/16	KB	Meeting with Susan Hoy.	.20	80.00
8/23/16	KB	Review message from Cary Colt Payne.	.10	40.00
8/23/16	KB	Review correspondence.	.20	80.00
8/23/16	KB	Telephone conference with Cary Colt Payne.	.20	80.00
8/23/16	KB	Draft e-mail to client regarding next steps.	.20	80.00
8/24/16	KB	Review e-mail from Susan Hoy.	.20	80.00
8/25/16	KB	Meeting Susan Hoy.	.20	80.00
8/25/16	KB	Telephone conference with Cary Colt Payne.	.20	80.00
9/06/16	KB	Telephone conference with Russell Geist regarding petition.	.30	120.00
9/09/16	KB	Prepare initial draft of Petition for Instructions.	.90	360.00
9/09/16	KB	Review investment recommendation.	.20	80.00
9/10/16	KB	Review e-mail dated 9-8-16 regarding investment and taxes.	.20	80.00
9/12/16	KB	Meeting with Phil Van Alstyne regarding case; Draft response.	.30	120.00
9/13/16	KB	Telephone conference with Cary Colt Payne regarding hearing.	.20	80.00
9/19/16	KB	Review objection.	.30	120.00
9/19/16	KB	Review petition,.	.30	120.00
10/03/16	KB	Review e-mail to Phil Van Alstyne regarding status check.	.20	80.00
10/03/16	KB	Review Order Scheduling Status Check.	.20	80.00
10/03/16	KB	Updates to Petition for Instruction.	.30	120.00
10/11/16	KB	Review e-mails regarding Court.	.20	80.00
10/12/16	PVA	Review pleadings for any arguments against Susan; attend hearing set by court regarding case status and pending cross motions filed by St. Jude's and Theodore Scheide II; e-mail to K. Boyer regarding result of the hearing	2.60	936.00
10/12/16	KB	Review e-mail from Philip.	.20	80.00
10/20/16	KB	Finalize letter regarding investments.	.20	80.00
10/20/16	KB	Review e-mail to counsel.	.20	80.00
10/28/16	KB	Review reply in support of Petition for Probate of Lost Will.	.30	120.00
11/03/16	PVA	Email to Susan Hoy regarding the hearing and the court's decision to set the case for an evidentiary hearing on St. Jude's petition to probate lost will	.30	108.00
11/03/16	KB	Review e-mail from Phil regarding evidentiary hearing.	.20	80.00
11/29/16	KB	Telephone conference with Cary Colt Payne.	.20	80.00
11/29/16	KB	Telephone conference with Susan Hoy.	.30	120.00
12/02/16	KB	Review T. Scheide III's First Set of Interrogatories.	.30	120.00
12/02/16	KB	Review request for Production of Documents.	.30	120.00

Client #: 48490 Theodore Scheide
Matter #: 2 Probate for Theodore Scheide
Invoice #: 606676

Date	Atty	Description of Services Rendered	Hours	Amount
12/06/16	KB	Review e-mail from paralegal regarding case.	.20	80.00
12/06/16	KB	Review e-mail from Susan Hoy regarding deposition.	.20	80.00
12/06/16	KB	Telephone conference to Russell Geist.	.10	40.00
12/07/16	KB	Review e-mail from Cary Colt Payne.	.20	80.00
12/07/16	KB	Telephone to Russell Geist; Telephone call from Russell Geist.	.20	80.00
12/08/16	KB	Review e-mail from paralegal regarding follow-up on Medical needs.	.20	80.00
12/08/16	KB	Telephone call to Russell Geist.	.20	80.00
12/08/16	KB	Telephone conference with Cary Colton Payne.	.20	80.00
12/20/16	KB	Review e-mail from Amber Anderson regarding medical authorization and deposition.	.20	80.00
12/20/16	KB	Telephone conference with Cary Colt Payne regarding case ; Telephone conference with Russell Geist.	.20	80.00
12/20/16	KB	Review e-mails regarding medical release, and disposition.	.20	80.00
12/20/16	KB	Draft reply.	.20	80.00
12/20/16	KB	Review correspondence from Cary Colt Payne regarding deposition.	.20	80.00
12/21/16	KB	Review correspondence from Cary Colt Payne regarding medical records.	.20	80.00
12/29/16	KB	Meeting with Russell Geist at Court.	.20	80.00
1/03/17	KB	Review e-mail from Amber regarding disposition.	.20	84.00
1/04/17	KB	Review e-mail from Susan Hoy.	.20	84.00
1/04/17	KB	Review e-mail regarding dates; Draft reply.	.20	84.00
1/04/17	KB	Telephone conference with Cary Colt Payne regarding deposition and discovery.	.20	84.00
1/06/17	KB	Review letter to Russell Geist regarding deposition and continuance.	.20	84.00
1/06/17	KB	Draft e-mail to Susan Hoy.	.20	84.00
1/06/17	KB	Review responses to discovery.	.30	126.00
1/06/17	KB	Review e-mail regarding depositions.	.20	84.00
1/06/17	KB	Review e-mail and correspondence from Cary Colt Payne regarding items needed.	.20	84.00
1/06/17	KB	Draft e-mail e-mail to Susan Hoy regarding medical.	.20	84.00
1/09/17	KB	Review e-mail from Susan Hoy regarding medical information; Reply.	.20	84.00
1/09/17	KB	Review e-mail regarding deposition; Reply.	.20	84.00
1/10/17	KB	Review e-mail regarding depositions.	.20	84.00
1/11/17	KB	Review e-mail regarding depositions.	.20	84.00
1/12/17	KB	Review correspondence from Cary Colt Payne.	.20	84.00
1/13/17	KB	Review notes regarding billing statements.	.20	84.00
1/23/17	KB	Initial draft of letter to Cary and Todd regarding billing statements and medical records.	.20	84.00
1/23/17	KB	Review Notice of Issuance of Subpoena Duces Tecum.	.20	84.00
1/23/17	KB	Review e-mail to Susan Hoy regarding subpoena.	.20	84.00
2/01/17	KB	Attendance at Court for hearing.	.20	84.00
2/02/17	KB	Review e-mail to Susan Hoy regarding pleading.	.20	84.00
2/02/17	KB	Review order.	.20	84.00

Client #: 48490 Theodore Scheide
 Matter #: 2 Probate for Theodore Scheide
 Invoice #: 606676

Date	Atty	Description of Services Rendered	Hours	Amount
2/14/17	KB	Review e-mail to Susan Hoy regarding deposition.	.10	42.00
2/16/17	KB	Attend deposition.	2.50	1,050.00
2/16/17	KB	Review e-mail to Susan Hoy; Review reply.	.20	84.00
2/16/17	KB	Review medical records.	.50	210.00
2/16/17	KB	Telephone[hone conference with Susan Hoy regarding deposition.	.20	84.00
2/16/17	KB	Review Notice of Motion and Motion and all exhibits.	.50	210.00
2/16/17	KB	Review Medical records.	.50	210.00
2/16/17	KB	Draft e-mail to Mr. Payne and Mr. Geist.	.20	84.00
2/21/17	KB	Telephone conference with Cary Colt Payne.	.50	210.00
2/27/17	KB	Review Order Setting Bench Trial.	.20	84.00
2/27/17	KB	Review e-mail to Susan Hoy.	.10	42.00
3/03/17	KB	Review correspondence from Cary Colt Payne.	.20	84.00
3/06/17	KB	Review opposition to motive.	.30	126.00
3/16/17	KB	Review correspondence from Russell Geist regarding discovery.	.20	84.00
3/20/17	KB	Review Motion to Extend Discovery and Continue Trial Date on Order Shortening Time.	.50	210.00
3/22/17	KB	Attending Court hearing.	1.00	420.00
3/24/17	KB	Review correspondence from Cary Colt Payne; Draft electronic mail to Susan Hoy.	.20	84.00
3/27/17	KB	Review electronic mail from paralegal.	.10	42.00
3/27/17	KB	Review electronic mail from Amber Anderson.	.10	42.00
3/29/17	KB	Review correspondence from Hutchison & Steffen, LLC.	.20	84.00
3/29/17	KB	Review electronic mail from Susan Hoy regarding retrieving from storage items requested.	.20	84.00
3/30/17	KB	Review electronic mail from Susan Hoy regarding file.	.20	84.00
3/30/17	KB	Draft electronic mail regarding discovery.	.20	84.00
3/30/17	KB	Draft HIPAA Release.	.30	126.00
3/30/17	KB	Review electronic mail to Susan Hoy; Review reply.	.20	84.00
3/31/17	KB	Review electronic mail to Russell Geist regarding medical release.	.20	84.00
4/14/17	KB	Review Notice of Taking De[osition.	.20	84.00
4/18/17	KB	Review Notice of Entry of Order on Order.	.10	42.00
4/20/17	KB	Review electronic mail from paralegal.	.10	42.00
4/20/17	KB	Review request for production, review interrogatories.	.20	84.00
4/21/17	KB	Review electronic mail from Susan Hoy; Review statement.	.10	42.00
4/21/17	KB	Draft electronic mail to Carey Colt Payne.	.10	42.00
4/21/17	KB	Review file from Nevada Guardian Services to prepare response to discovery.	.70	294.00
4/21/17	KB	Draft electronic mail to Susan Hoy regarding items for production,	.30	126.00
4/26/17	KB	Review electronic mail from Susan Hoy regarding items.	.10	42.00
4/28/17	KB	Prepare answers to St. Jude's Research Hospitals interrogatories.	1.00	420.00
5/01/17	KB	Review Notice of Taking Deposition.	.20	84.00
5/01/17	KB	Forward interrogatories to client for review.	.20	84.00
5/01/17	KB	Update to interrogatories.	.40	168.00

Client #: 48490 Theodore Scheide
 Matter #: 2 Probate for Theodore Scheide
 Invoice #: 606676

Date	Atty	Description of Services Rendered	Hours	Amount
5/01/17	KB	Review motion for Judgment on Pleading. (Theodore Scheide)	.50	210.00
5/01/17	KB	Review motion from Summary Judgment (St. Jude's).	.50	210.00
5/01/17	KB	Review electronic mail regarding information for interrogatories.	.20	84.00
5/02/17	KB	Finalize production.	.30	126.00
5/02/17	KB	Draft electronic mail to attorneys.	.20	84.00
5/03/17	KB	Review electronic mail to Mr. Geist and Mr. Payne regarding production.	.20	84.00
5/04/17	KB	Review correspondence from Russell Geist.	.20	84.00
5/04/17	KB	Telephone call to Russell Geist.	.20	84.00
5/04/17	KB	Telephone conference with Cary Colt Payne.	.30	126.00
5/05/17	KB	Review Order Regarding St. Jude's Children's Research Hospital's Motion to Extend Discovery.	.20	84.00
5/19/17	KB	Review Opposition to Motion for Partial Summary Judgment.	.40	168.00
5/22/17	KB	Draft Supplement to response.	.50	210.00
5/30/17	KB	Review supplemental courtesy.	.20	84.00
5/31/17	KB	Attend hearing on Summary Judgment.	1.90	798.00
6/02/17	KB	Review supplement.	.50	210.00
6/06/17	KB	Telephone conference with Cary Colt Payne.	.40	168.00
6/07/17	KB	Telephone conference with Russell Geist regarding settlement.	.50	210.00
6/07/17	KB	Review minutes.	.20	84.00
6/07/17	KB	Review demand for Jury Trial.	.10	42.00
6/08/17	KB	Meeting with Cary Colt Payne regarding settlement.	.30	126.00
6/12/17	KB	Review Trial Subpeona.	.20	84.00
6/13/17	KB	Draft Petition for Instruction.	2.50	1,050.00
6/13/17	KB	Review Respondent's Trial Brief.	.50	210.00
6/13/17	KB	Review electronic mail from client.	.20	84.00
6/14/17	KB	Meeting and Telephone conference with Russell Geist and Cary Colt Payne regarding possible settlement.	1.00	420.00
6/15/17	KB	Evidentiary hearing.	9.00	3,780.00
6/19/17	KB	Review minutes; Clarify regarding Order to Seal.	.20	84.00
6/19/17	KB	Draft Order Sealing Trial Exhibits.	.30	126.00

Total Fees: \$ 26,238.00

DURHAM
JONES &
PINEGAR

DURHAM, JONES & PINEGAR, P.C.
10785 WEST TWAIN AVENUE, SUITE 200
LAS VEGAS, NEVADA 89135
702.870.6060
702.870.6090 FAX
WWW.DJPLAW.COM
F.E.I. # 87-0399832

January 17, 2018

Theodore Scheide
c/o Susan M. Hoy
6625 S Valley View Blvd Ste 216
Las Vegas, NV 89118

Remittance Advice

To insure proper credit to your account, please return this remittance with your payment.

Client #: 48490 Theodore Scheide
Matter #: 2 Probate for Theodore Scheide
Invoice #: 606676
Billing Attorney: KB

Current Invoice	\$ 26,238.00
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Terms: Total Balance Is Due Upon Receipt

To Pay by Credit Card:

Visa _____ MasterCard _____ American Express _____ Discover _____
Account No. _____ Exp. Date: ____/____ Security Code: ____
Amount \$ _____ Name on Account: _____
Cardholder Billing Address: _____

Payments made by credit/debit card are subject to a convenience fee of 1.99%, which will be charged at the time of your payment transaction.

If you prefer that invoices be sent to you by e-mail, please provide your e-mail address below:



1 **PET**
2 KIM BOYER, ESQ.
3 Nevada Bar #5587
4 DURHAM JONES & PINEGAR
5 10785 W. Twain Avenue, Suite 200
6 Las Vegas, Nevada 89135
7 (702) 255-2000
8 E-Mail: kimboyer@elderlawnv.com
9 Attorney for Estate

DISTRICT COURT

CLARK COUNTY, NEVADA

9 In the Matter of the Estate of
10 THEODORE E. SCHEIDE JR. aka
11 THEODORE ERNEST SCHEIDE JR.,
12 Deceased.

Case No.: P-14-082619-E

PETITION FOR INSTRUCTIONS

13
14 Petitioner, SUSAN M. HOY, of Las Vegas, Nevada, respectfully represents to the
15 court as follows:

- 16 1. THEODORE SCHEIDE died on or about August 17, 2014 in Clark
17 County, Nevada.
18 2. On October 6, 2014, the Court entered an Order appointing SUSAN M.
19 HOY as Special Administrator. On May 6, 2015, SUSAN M. HOY filed her Petition for
20 Instructions. On May 26, 2015, the Court entered an Order based on the Petition for Instructions
21 that the Estate proceed intestate. SUSAN M. HOY administered the Estate and it remains in a
22 position to close. On May 18, 2016, the First and Final Account, Report of Administration and
23 Petition for Final Distribution and Approval of Costs and Fees was filed. On September 13,
24 2016, ST. JUDE'S CHILDREN'S RESEARCH HOSPITAL filed its Objection to the
25 accounting.
26 3. As stated in the Petition for Instructions dated May 6, 2015, the Special
27 Administrator believed the Decedent has destroyed any original estate planning documents he
28

1 may have executed prior to death. The Administrator's opinion remains the same. The
2 Administrator believes she acted property in providing notice to ST. JUDE'S CHILDREN'S
3 RESEARCH HOSPITAL, and is concerned about what time frame is permitted under law to
4 prove a lost will when the proponent of the lost will receives notice of a petition for instructions
5 involving that same will and fails to respond for over six months. SUSAN M. HOY requests this
6 Court make a finding that she exercised due diligence.
7

8 4. During the administration, THEODORE E. SCHEIDE, III believed that he
9 would inherit the Estate. He asked SUSAN M. HOY to keep the assets invested as his father had
10 invested them so that he would receive them in kind. SUSAN M. HOY followed his request and
11 kept the assets invested as the Decedent had (less liquidating funds to pay anticipated fees). The
12 value of the Estate has increased along with the market. The Special Administrator requests that
13 this Court provide instructions as to whether the Estate assets should remain invested in the
14 financial market during the remainder of the proceedings or be liquidated and placed into a
15 savings type account.
16

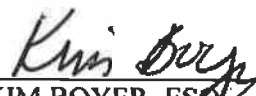
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18 **WHEREFORE**, Petitioner prays:

- 19 1. This Court enter a finding that the Administrator exercised due diligence.
20 2. That this Court enter an Order regarding the proper investment of Estate
21 assets.
22

23 DATED this 14 day of June, 2017.

24 
25 _____
SUSAN M. HOY

26 Submitted by:

27 
28 _____
KIM BOYER, ESQ.
Nevada Bar #5587

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VERIFICATION

STATE OF NEVADA

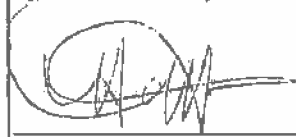
COUNTY OF CLARK

SUSAN M. HOY, under penalties of perjury, being first duly sworn deposes and says:

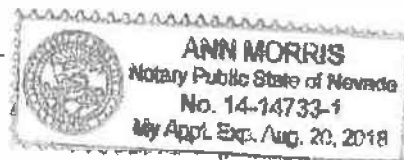
That she is the petitioner named in the foregoing Petition for Instructions and knows the contents thereof; that the petition is true of her own knowledge, except as to those matters stated on information and belief, and that as to those matters she believes it to be true.


SUSAN M. HOY

SUBSCRIBED and SWORN to before me
this 14th day of June, 2017
by Susan M. Hoy.



NOTARY PUBLIC



Theodore Scheide

Billable Hours

Lee Anke - Prudent Investors Network

2598 Fortune Way, Ste. G, Vista, CA 760-597-9255

Date	Start	End	Hours	Activity
6/29/2016	16:00	16:31	0.5	Ted looked up all the muni-bond funds to get their average durations/maturities.
6/30/2016	12:45	17:30	4.8	Lee reviewed the individual bonds & muni-bond funds; composed the analysis email for Suzan Hoy
5.3				Total Billable Hours
\$250				Billing Rate
\$1,325				Total due on billable hours
\$0.00				Pre-paid Retainer
\$1,325.00				Net balance on billable hours
\$1,325.00				Remaining Balance Due

Sent her the request for the above fee (in my 6/30) email.

EXHIBIT 5
AA001469

Theodore Scheide

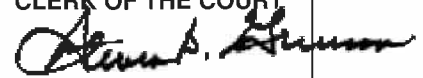
Billable Hours

Lee Anke - Prudent Investors Network

2598 Fortune Way, Ste. G, Vista, CA 760-597-9255

Date	Start	End	Hours	Activity
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AA001470



1 **ORDR**

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

5
6 *In the Matter of the Estate of:*

CASE NO.: P-14-082619-E

7 THEODORE E. SCHEIDE, JR. aka
8 THEODORE ERNEST SCHEIDE, JR.,

DEPT NO.: XXVI

9 Deceased.

10
11 **DECISION AND ORDER**

12 The above captioned matter came on for evidentiary hearing on June 15
13 and 16, 2017, on St. Jude Research Hospital's petition to admit Decedent's October 2,
14 2012, Will. Susan Hoy, Special Administrator, was represented by Counsel Kim Boyer of
15 Durham Jones & Pinegar; Respondent Theodore E. Scheide III, was represented by
16 counsel Cary Colt Payne and Objector/Petitioner St. Jude Children's Research Hospital,
17 was represented by counsel Todd Moody and Russel Geist of Hutchison & Steffen. After
18 hearing the testimony of witnesses, receiving evidence introduced at the evidentiary
19 hearing, and considering argument of the parties, the matter was taken under advisement.

20 Upon consideration of the arguments, testimony, exhibits in evidence, in addition to
21 the pleadings and papers on file the Court finds as follows:

22
23 **FACTS**

24 Decedent Theodore Scheide, Jr., ("Decedent" or "Theo") passed away August 17,
25 2014. His only statutory heir is his estranged son, Theodore Scheide, III (known as
26 "Chip"). Decedent and his first wife, the mother of his only child, Theodore III, had been
27 divorced for some time; Decedent had only sporadic contact with his son after the

1 divorce. A second marriage ended in 1999, but he remained in contact with his step-
2 daughter Kathy Longo; although, they did not see each other on a regular basis.
3 Decedent and Velma Shay were companions for many years and, although they were
4 never married, they made complementary estate plans providing for one another.
5 Decedent was not married at the time of his death.

6 In June 2012 Decedent executed a Will, disinheriting his son and leaving his
7 estate to Velma Shay; if she predeceased him (she did), then to St. Jude Children's
8 Hospital. In October 2012 Decedent revoked the June 2012 Will with a new October
9 2012 Will that only changed the Executor. Velma passed away in February, 2013, at
10 which time Theo advised Kristin Tyler, Esq., his estate planning attorney, that everything
11 would now go to St. Jude Children's Hospital. There is no evidence that Theo prepared a
12 new will after Velma's passing.

13 Decedent had been appointed a guardian, Susan Hoy, in February 2014 due to his
14 dementia and strokes. See G-14-039853-A. After Decedent passed away, his guardian,
15 Susan Hoy, was appointed as Special Administrator of his Estate. Hoy found a copy of
16 the October 2012 Will, but was not able to find the original.

17 In May 2016 after Hoy filed her First and Final Account, Attorney Kristin Tyler,
18 Decedent's estate planning attorney and drafter of the October 2012 Will, discovered that
19 the Court determined in May 2015 that decedent died intestate.

20 Ms. Tyler had maintained the original June 2012 Will in her files, but Decedent
21 took the original October 2012 Will with him after executing the document. Ms. Tyler
22 lodged the June 2012 Will with the Court. See W-16-010344.

23 This litigation was initiated with the Petition of the Special Administrator for
24 Proof of the Will and Issuance of Letters Testamentary; Ms. Hoy later withdrew her
25 Petition. Subsequently St. Jude filed its Petition for Probate of the Will and Revocation
26 of Letters of Administration, and Issuance of Letters Testamentary. The Petition for
27 Probate of the Lost Will was granted with the burden of proof on the proponent to prove

28

1 the testator did not revoke the lost or destroyed will during his lifetime. See, Estate of
2 Irvine v Doyle, 101 Nev. 698. 710 P.2d 1366 (1985). Further, since the Decedent had
3 been appointed a guardian in February 2014, he lacked testamentary capacity to revoke
4 his will as of the date of adjudication of the Petition for Guardianship.

5 Ms. Tyler testified to the preparation and contents of the July and October 2012
6 Wills. In addition to the October 2012 copy, the original Will, dated June 2012, was also
7 presented to the court. (The "June 2012 Original"). The October 2012 copy was
8 annotated with the word "updated" written by the Decedent. Under the terms of both
9 wills, St. Jude is listed as the beneficiary; neither Will listed Decedent's son as a
10 beneficiary.

11 Ms. Tyler described the steps she always takes when a client comes to her office
12 to sign a will. In October 2012 Theo confirmed that he understood the contents of his
13 Will, and that no one was forcing him to make the will. Ms. Tyler and her assistant,
14 Diane DeWalt, witnessed Theo sign his Will.

15 After a search of Decedent's storage facility, no one could find an original version
16 of the October 2012 Will or the document that the guardian recalls being packed and
17 placed in storage. There was no evidence that the Decedent ever visited his storage
18 facility, and he was not capable of transporting himself whereby he could have obtained
19 possession of any of the above-referenced Wills. After the appointment of Ms. Hoy as
20 his Guardian, Decedent would have lacked capacity to have effectively revoked his Will.

22 BACKGROUND

23 Approximately six (6) months prior to his death, Decedent was placed under the
24 care of a guardian as a result of a medical/mental examination. After the appointment of
25 the guardian, Decedent was moved into a nursing home and the majority of his
26 belongings were moved to a storage facility. Before his items were placed in storage, the
27 guardian recalls seeing a Will with the words "updated October 2012" printed on it

1 followed by Decedent's signature, and believes that document was packed with
2 Decedent's personal effects to be placed in storage. The Guardian, Susan Hoy, testified
3 she believed Decedent destroyed his estate planning documents as none could be located
4 after his death.

5 Decedent maintained his relationship with Kathy Longo, his step-daughter from a
6 25-year marriage that ended in 1999 with death of his second wife. After Kathy moved
7 to Las Vegas she visited Theo and at his request began assisting him with some of his
8 needs, such as writing checks. As these activities were time consuming (four trips per
9 week from the other side of town), Kathy charged Theo for her time. Kathy refused to
10 take on the responsibility of guardianship as she was not in town on a full time basis.
11 While helping Theo pack up his home office in preparation to move to assisted living,
12 Kathy saw a will on a shelf. Kathy does not know if that document was an original or a
13 copy. Theo originally agreed to the move to assisted living, then he changed his mind.
14 Kathy only saw the will in the Decedent's office prior to his admission into the nursing
15 home and before he was appointed a Guardian. Kathy did not read it, nor could she
16 testify to the date the will she saw was executed. However, the Decedent did inform her
17 that he intended to leave his estate to St. Jude. Theo never talked to her about his son
18 Chip. Kathy also testified that after Theo moved into the nursing home, he told her that
19 his important papers were in storage.

20 In December 2013 Kathy went out of town for the holidays and notified Ms. Tyler
21 she would not be able to continue and someone else would need to assist Theo. Kathy
22 testified that Theo's behavior the last time she saw him prompted her resignation. Theo
23 was diabetic and refused care; when Kathy arrived at the rehab facility to pick him up, he
24 was unkempt (wearing pajamas, no socks). Kathy testified that Theo's behavior was
25 embarrassing; he had no bladder or bowel control and relieved himself in the bushes at
26 the rehabilitation hospital. That was the last time Kathy saw him.

1 Decedent's apparent testamentary intent to leave his estate to St. Jude is further
2 supported by the fact that he donated approximately \$130,000.00 over 20 years to the
3 organization, with his last donation in the amount of \$10,000.00 made in 2013. Kathy
4 recalled being asked to prepare that check for Theo's signature.

5 Decedent's mental condition prior to death was such that he lacked testamentary
6 capacity. Just days before he passed, Decedent became agitated and attempted to fire
7 those who were responsible for his care, including the guardian.

8 At the hearing to determine if Decedent's estate would pass by intestate
9 succession or through a testamentary will, the Decedent's son Chip argued that the
10 original October 2012 Will was in Decedent's possession prior to his death, and he
11 intentionally destroyed/revoked it prior to the determination that he was in need of a
12 guardian and lacked capacity.

14 LEGAL ISSUES

15 I. Alternative Theories Under Nevada Law

16 Under common law, a presumption exists that a missing will was revoked and/or
17 destroyed by the testator.¹ NRS 136.240 provides a mechanism to overcome this
18 presumption whereby a lost or destroyed will can be probated when the petitioner is able
19 to provide: (1) two or more credible witnesses that provide clear and distinct testimony
20 concerning the will's provisions, and was (a) in legal existence at the time of the
21 testator's death, or (b) fraudulently destroyed during the testator's lifetime. But a
22 testator's declarations "cannot be substituted for one of the witnesses required by NRS
23 136.240".²

24 In addition to NRS 136.240, the doctrine of dependent relative revocation has been
25 recognized in Nevada to nullify a prior will's revocation if it was made "in connection
26

27 ¹ See Estate of Irvine v. Doyle, 710 P.2d 1366, 1369 (1985).

28 ² See Howard Hughes Medical Institute v. Gavin, 621 P.2d 489, 491 (1980).

1 with an attempt to achieve a dispositive objective that fails under applicable law” OR
2 because of a false belief/assumption that is either recited in the revoking instrument or
3 established by clear and convincing evidence.³ The Nevada Supreme Court stated a
4 “crucial distinction” of the dependent relative revocation doctrine is “that it does not
5 revive a revoked will; rather, it renders a revocation ineffective.”⁴

6 7 **II. Application of Nevada Law to the Facts**

8 In order to prevail in its efforts to probate the October 2012 copy,
9 Petitioner/Objector (St. Jude) must establish that the original Will was in legal existence
10 at the time of Decedent’s death and produce two witnesses who can provide “clear and
11 distinct” evidence of the Will’s provisions. NRS 136.240⁵

12
13 ³ See In re Melton, 272 P.3d 668, 671 (2012) where the Nevada Supreme Court formally adopted the
14 doctrine of dependent relative revocation and distinguished it from the doctrine of revival that is expressly
15 prohibited under NRS 133.130. The statute provides that revocation of a subsequent will does not revive
the prior will unless there is an express term/provision of the testator’s intention to revise the prior will
within the revoking document.

16 ⁴ See In re Melton at 679, citing to Restatement (Third) of Prop.: Wills and Other Donative Transfers §4.3.

17 ⁵ **NRS 136.240 Petition for probate; same requirement of proof as other wills; testimony of
witnesses; rebuttable presumption concerning certain wills; prima facie showing that will was not
revoked; order.**

18 1. The petition for the probate of a lost or destroyed will must include a copy of the will, or if no copy
is available state, or be accompanied by a written statement of, the testamentary words, or the substance
thereof.

19 2. If offered for probate, a lost or destroyed will must be proved in the same manner as other wills are
proved under this chapter.

20 3. In addition, no will may be proved as a lost or destroyed will unless it is proved to have been in
existence at the death of the person whose will it is claimed to be, or is shown to have been fraudulently
21 destroyed in the lifetime of that person, nor unless its provisions are clearly and distinctly proved by at least
two credible witnesses.

22 4. The testimony of each witness must be reduced to writing, signed by the witness and filed, and is
admissible in evidence in any contest of the will if the witness has died or permanently moved from the
23 State.

24 5. Notwithstanding any provision of this section to the contrary:

(a) The production of a person’s lost or destroyed will, whose primary beneficiary is a nontestamentary
trust established by the person and in existence at his or her death, creates a rebuttable presumption that the
will had not been revoked.

(b) If the proponent of a lost or destroyed will makes a prima facie showing that it was more likely than
not left unrevoked by the person whose will it is claimed to be before his or her death, then the will must be
26 admitted to probate in absence of an objection. If such prima facie showing has been made, the court shall
27 accept a copy of such a will as sufficient proof of the terms thereof without requiring further evidence in
the absence of any objection.

1 The record is clear that after moving to the nursing home Decedent was not in
2 physical possession of the October 2012 Will such that he could have “revoked” it by
3 destroying or otherwise tearing it up. The evidence supports a finding that the original
4 version of the October 2012 Will was in his home office and at some point was lost.
5 What is less clear is whether Decedent destroyed the Will before leaving his home, or if it
6 was misplaced in the process of packing the contents of Decedent’s home and placing his
7 belongings into storage. No evidence was introduced to establish Decedent visited his
8 storage facility or that he instructed anyone to bring him the original version of the
9 October 2012 Will.

10 Even if Theo did manage to retrieve the original Will, he lacked the mental
11 capacity to “revoke” the October 2012 Will after February 2014 until his death in August.
12 No evidence was introduced to establish that Theo lacked capacity prior to the date he
13 was appointed a guardian. There is no evidence to establish Theo had possession of the
14 original October 201 Will after moving to assisted living. These facts provide a basis to
15 examine the remaining evidence introduced to prove the October 2012 Will was in legal
16 existence at the time of Decedent’s death.⁶

17 Petitioners were required to offer the testimony of two witnesses who could
18 provide “clear and distinct” evidence of the provisions of the October 2012 Will.⁷ The
19 drafting attorney had a clear recollection of drafting the Will and was in possession of a
20 copy of the Will. The second witness to the Will, Diane DeWalt, the legal assistant to the
21 drafting attorney, recalled she prepared the Will and served as a witness, but she did not

22 ⁶ NRS 136.240 states in part: “(t)he petition for the probate of a lost or destroyed will must include a copy
23 of the will ... [and] ... no will may be proved as a lost or destroyed will unless it is proved to have been in
24 existence at the death of the person whose will it is claimed to be, or is shown to have been fraudulently
25 destroyed in the lifetime of that person, nor unless its provisions are clearly and distinctly proved by at least
26 two credible witnesses...”

27 ⁷ Estate of Irvine v. Doyle, 710 P.2d 1366 (1985) – The Nevada Supreme Court held that a proponent of a
28 lost or destroyed will is required to prove that testator did not revoke the lost or destroyed will, but such
proof is not that the will was in “actual” existence at the time of testator’s death, only that it was in “legal”
existence. To combat “spurious wills”, the Court also noted that a proponent must prove the provisions of
the will by at least two credible witnesses that can provide clear and distinct testimony as to its provisions.

1 recall the specific terms of the Will. The remaining witness, Decedent's stepdaughter
2 Kathy Longo, testified that the decedent told her about his testamentary intent, which was
3 to leave his estate to St. Jude's. She also confirmed seeing the Will in the decedent's
4 home office; but she did not read the Will and thus could not confirm the provisions, nor
5 did she know the date the Will she saw was executed.

6 Under Nevada law the testator's declarations cannot be substituted for one of the
7 witnesses required under NRS 136.240. See, In re Duffill's Estate, 61 P.2d 985 (1936)
8 and Howard Hughes Medical Inst. v. Gavin, 621 P.2d 489 (1980).

9 In re Duffill's Estate, 61 P.2d 985 (1936) is the case establishing the requirements
10 for proving a lost will. The Nevada Supreme Court upheld the lower court's judgment
11 that decedent's mother failed to prove the existence of a lost will leaving her
12 \$200,000.00. The mother produced four witnesses to support the lost will. The first
13 witness actually signed the will as a subscribing witness but testified his only knowledge
14 of its terms was based on the decedent's statements, which the court noted was not
15 sufficient as decedent could not be substituted as one of the two witnesses required to
16 probate a lost will. The other three witnesses all testified to the contents of the will and
17 that their knowledge was gained during separate conversations with the decedent about
18 his failing health and that decedent prompted them to read the will. The trial court
19 rejected the testimony of these three witnesses as not being trustworthy.

20 In Howard Hughes Medical Inst. v. Gavin, 621 P.2d 489 (1980) the Nevada
21 Supreme Court again noted that a testator's declarations cannot be substituted for one of
22 the witnesses required by the Lost Will Statute, NRS 136.240. The Court found that
23 strict compliance with NRS 136.240 "precludes proof of the contents of a lost will by
24 hearsay declarations of deceased people, unless the declarant's testimony is written and
25 signed by the declarant." *Id.* at 491. Therefore, Theo's statements to Kathy cannot
26 overcome the statutory requirements.

27
28

1 In the instant matter Decedent's long time estate planning attorney Kristin Tyler
2 has a very distinct recollection of the terms of Theo's final October 2012 Will. The Will
3 was consistent with Theo's historical estate plans, his beneficiary designations did not
4 vary over time, nor did he ever leave anything to his son Chip. Therefore, it can be
5 assumed Theo understood the need to specifically disinherit his only child, as well as the
6 outcome if he failed to leave a Will that did so.

7 While the testimony of the other witnesses about Theo's stated testamentary
8 intention is credible and consistent, this Court cannot accept the hearsay declarations of
9 the decedent. The Hughes case provides a possible exception if the declarant's testimony
10 is signed. Here Decedent did hand write and sign the words "October 2, 2012 Up-dated."
11 The handwritten statement on the copy of the October 2012 Will does not clarify what
12 provisions were "up-dated"; the statement appears simply to reference the date the Will
13 was executed. This is not sufficient to satisfy the Hughes exception. The Hughes case
14 stands for the principal that strict compliance with the requirements of the statute is
15 necessary. Here, only one witness, the drafting attorney, provided testimony sufficient to
16 satisfy the statute.

17 III. Dependent Relative Revocation

18 An alternative theory presented by these facts is whether the June 2012 original
19 Will can be revived, or its revocation under the October 2012 copy deemed ineffective.
20 NRS 133.130 limits the revival of a prior will to only those instances where the
21 revocation occurred with intent to revive or the prior will is reexecuted.⁸ Nothing within
22 the above factual background supports either of these situations. In re Melton, 272 P.3d

23 ⁸ **NRS 133.130 Effect of revocation of subsequent will.**

24 If, after the making of any will, the testator executes a valid second will that includes provisions revoking
25 the first will, the destruction, cancellation or revocation of the second will does not revive the first will
26 unless:

27 1. It appears by the terms of the revocation or the manner in which the revocation occurred that it was
28 the intention to revive and give effect to the first will; or

2. After the destruction, cancellation or revocation, the first will is reexecuted;

....

6. If the will is established, its provisions must be set forth specifically in the order admitting it to
probate, or a copy of the will must be attached to the order.

1 668 (2012) dependent relative revocation does not revive a revoked will, but only applies
2 where a revocation was ineffective. As with revival, the above factual background does
3 not include any basis upon which the October 2012 copy and its revocation of the June
4 2012 Original was ineffective.

5 In Melton the Nevada Supreme Court distinguished NRS 133.130 and its
6 restriction against a revoked will's revival from the doctrine of *dependent relative*
7 *revocation*. The court found that the "doctrine of dependent relative revocation ... 'does
8 not revive a revoked will; rather, it renders a revocation ineffective.'" Therefore, the
9 Nevada Supreme Court expressly adopted the doctrine of dependent relative revocation,
10 but declined to apply it because the revocation of a prior will, and its disinheritance
11 provision, was not impacted or made conditional by a subsequent holographic will that
12 involved a different dispositive scheme.

13 The Melton decision is consistent with the longstanding California rule. See, In
14 re Lopes, 152 Cal.App.3d 302 (1984). The fact pattern in Lopes is very similar to the
15 background outlined above and petitioner attempts to argue that all provisions of a lost
16 will, including revocation of a prior will, should be nullified. The appellate court held
17 that a copy of a 1979 will could not be probated because it could not be shown to be in
18 existence on the date of death. Petitioner therefore argued that all provisions found
19 within the 1979 will failed, including the provision that revoked a prior will executed in
20 1977. The court noted that a will can be revoked by any writing and does not need to
21 meet the standards for proving a lost will and also noted that dependent relative
22 revocation offered an appropriate method to address revocations based upon a false
23 assumption of the effectiveness of a subsequently executed will.

24 Here the June 2012 Will was expressly revoked by the October 2012 Will, and
25 there is no evidence that revocation was ineffective in its express terms. Subsequently
26 the October 2012 Will was either lost or destroyed, however, there is no evidence it was
27 revoked in writing. Lacking sufficient evidence to prove the October 2012 "lost" will, the
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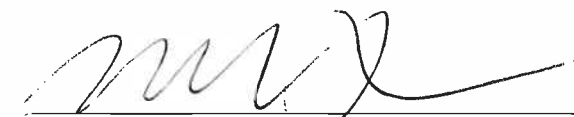
1 Court finds it is presumed to have been destroyed. Given the absence of a writing to
2 establish the October 2012 Will was revoked with the intent to revive the June 2012
3 Will, the doctrine of dependent relative revocation cannot revive the June 2012 Will.

4
5 **CONCLUSION**

6 St. Jude's failed to meet its burden of proof that the Will was not revoked during
7 Decedent's lifetime (while Decedent was competent). The lost will statute must be
8 strictly construed, and here only one witness provided clear and distinct testimony about
9 the contents of the October 2012 Will. None of the witnesses who saw a will in
10 Decedent's home prior to him entering assisted living could testify that the will they saw
11 was the Original of the October 2012 Will. While Decedent was not determined to lack
12 capacity until February 2014, his behavior during the time he was preparing to move to
13 assisted living was increasingly erratic. Decedent had been a careful planner and seems
14 to have understood the need to specifically disinherit his son, and alternatively, the fact
15 that without a will his son would inherit. Although he did not make a formal change to
16 his estate planning documents, he could simply have changed his mind and destroyed the
17 original will in his possession.

18 WHEREFOR, based on of testimony at trial, the exhibits, and the law that applies
19 in this case as set forth above, the Petitioner/Objector St. Jude Children's Hospital
20 Petition to admit Decedent's lost will dated October 2, 2012, is hereby DENIED.

21
22 DATED: This 3rd day of August, 2018

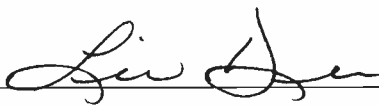
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25 _____
26 GLORIA J. STURMAN
27 District Court Judge, Dept. XXVI

28 Counsel for Respondent is directed to prepare a Notice of Entry of Decision and
Order.

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CERTIFICATE OF SERVICE

I hereby certify that on the date signed, a copy of the Foregoing Order was electronically served on all parties registered in P-14-082619.



Linda Denman,
Judicial Executive Assistant



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

8 DISTRICT COURT
9 CLARK COUNTY, NEVADA


10 In the Matter of the Estate of) Case No.: P-14-082619-E
11) Dept. No.: 26
12 THEODORE E. SCHEIDE JR. a/k/a)
13 THEODORE ERNEST SCHEIDE JR.)
14)
15 Deceased.)
16 ~~~~~)

17 NOTICE OF ENTRY

18 TO: ALL PERSONS INTERESTED IN THE WITHIN MATTER;

19 YOU AND EACH OF YOU, WILL PLEASE TAKE NOTICE that a Decision and
20 Order, a copy of which is attached hereto and incorporated herein by reference, was
21 entered by the court on August 6, 2018.

22 Dated: August 8, 2017

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
(702) 383-9010

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on August 8, 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;


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).

KIM BOYER, ESQ.
10785 W. Twain Avenue, Suite 200
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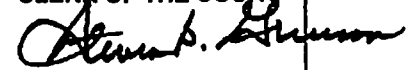
Russel J. Geist, Esq.
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An employee of CARY COLT PAYNE, CHTD.

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1 **ORDR**

2

3

DISTRICT COURT

4

CLARK COUNTY, NEVADA

5

6

In the Matter of the Estate of:

CASE NO.: P-14-082619-E

7

THEODORE E. SCHEIDE, JR. aka
THEODORE ERNEST SCHEIDE, JR.,

DEPT NO.: XXVI

8

Deceased.

9

10

11

DECISION AND ORDER

12

The above captioned matter came on for evidentiary hearing on June 15 and 16, 2017, on St. Jude Research Hospital's petition to admit Decedent's October 2, 2012, Will. Susan Hoy, Special Administrator, was represented by Counsel Kim Boyer of Durham Jones & Pinegar; Respondent Theodore E. Scheide III, was represented by counsel Cary Colt Payne and Objector/Petitioner St. Jude Children's Research Hospital, was represented by counsel Todd Moody and Russel Geist of Hutchison & Steffen. After hearing the testimony of witnesses, receiving evidence introduced at the evidentiary hearing, and considering argument of the parties, the matter was taken under advisement.

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Upon consideration of the arguments, testimony, exhibits in evidence, in addition to the pleadings and papers on file the Court finds as follows:

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FACTS

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Decedent Theodore Scheide, Jr.. ("Decedent" or "Theo") passed away August 17, 2014. His only statutory heir is his estranged son, Theodore Scheide, III (known as "Chip"). Decedent and his first wife, the mother of his only child, Theodore III, had been divorced for some time: Decedent had only sporadic contact with his son after the

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1 divorce. A second marriage ended in 1999, but he remained in contact with his step-
2 daughter Kathy Longo; although, they did not see each other on a regular basis.
3 Decedent and Velma Shay were companions for many years and, although they were
4 never married, they made complementary estate plans providing for one another.
5 Decedent was not married at the time of his death.

6 In June 2012 Decedent executed a Will, disinheriting his son and leaving his
7 estate to Velma Shay; if she predeceased him (she did), then to St. Jude Children's
8 Hospital. In October 2012 Decedent revoked the June 2012 Will with a new October
9 2012 Will that only changed the Executor. Velma passed away in February, 2013, at
10 which time Theo advised Kristin Tyler, Esq., his estate planning attorney, that everything
11 would now go to St. Jude Children's Hospital. There is no evidence that Theo prepared a
12 new will after Velma's passing.

13 Decedent had been appointed a guardian, Susan Hoy, in February 2014 due to his
14 dementia and strokes. See G-14-039853-A. After Decedent passed away, his guardian,
15 Susan Hoy, was appointed as Special Administrator of his Estate. Hoy found a copy of
16 the October 2012 Will, but was not able to find the original.

17 In May 2016 after Hoy filed her First and Final Account, Attorney Kristin Tyler,
18 Decedent's estate planning attorney and drafter of the October 2012 Will, discovered that
19 the Court determined in May 2015 that decedent died intestate.

20 Ms. Tyler had maintained the original June 2012 Will in her files, but Decedent
21 took the original October 2012 Will with him after executing the document. Ms. Tyler
22 lodged the June 2012 Will with the Court. See W-16-010344.

23 This litigation was initiated with the Petition of the Special Administrator for
24 Proof of the Will and Issuance of Letters Testamentary; Ms. Hoy later withdrew her
25 Petition. Subsequently St. Jude filed its Petition for Probate of the Will and Revocation
26 of Letters of Administration, and Issuance of Letters Testamentary. The Petition for
27 Probate of the Lost Will was granted with the burden of proof on the proponent to prove

1 the testator did not revoke the lost or destroyed will during his lifetime. See, Estate of
2 Irvine v Doyle, 101 Nev. 698. 710 P.2d 1366 (1985). Further, since the Decedent had
3 been appointed a guardian in February 2014, he lacked testamentary capacity to revoke
4 his will as of the date of adjudication of the Petition for Guardianship.

5 Ms. Tyler testified to the preparation and contents of the July and October 2012
6 Wills. In addition to the October 2012 copy, the original Will, dated June 2012, was also
7 presented to the court. (The "June 2012 Original"). The October 2012 copy was
8 annotated with the word "updated" written by the Decedent. Under the terms of both
9 wills, St. Jude is listed as the beneficiary; neither Will listed Decedent's son as a
10 beneficiary.

11 Ms. Tyler described the steps she always takes when a client comes to her office
12 to sign a will. In October 2012 Theo confirmed that he understood the contents of his
13 Will, and that no one was forcing him to make the will. Ms. Tyler and her assistant,
14 Diane DeWalt, witnessed Theo sign his Will.

15 After a search of Decedent's storage facility, no one could find an original version
16 of the October 2012 Will or the document that the guardian recalls being packed and
17 placed in storage. There was no evidence that the Decedent ever visited his storage
18 facility, and he was not capable of transporting himself whereby he could have obtained
19 possession of any of the above-referenced Wills. After the appointment of Ms. Hoy as
20 his Guardian, Decedent would have lacked capacity to have effectively revoked his Will.

21

22 **BACKGROUND**

23 Approximately six (6) months prior to his death, Decedent was placed under the
24 care of a guardian as a result of a medical/mental examination. After the appointment of
25 the guardian, Decedent was moved into a nursing home and the majority of his
26 belongings were moved to a storage facility. Before his items were placed in storage, the
27 guardian recalls seeing a Will with the words "updated October 2012" printed on it

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1 followed by Decedent's signature, and believes that document was packed with
2 Decedent's personal effects to be placed in storage. The Guardian, Susan Hoy, testified
3 she believed Decedent destroyed his estate planning documents as none could be located
4 after his death.

5 Decedent maintained his relationship with Kathy Longo, his step-daughter from a
6 25-year marriage that ended in 1999 with death of his second wife. After Kathy moved
7 to Las Vegas she visited Theo and at his request began assisting him with some of his
8 needs, such as writing checks. As these activities were time consuming (four trips per
9 week from the other side of town), Kathy charged Theo for her time. Kathy refused to
10 take on the responsibility of guardianship as she was not in town on a full time basis.
11 While helping Theo pack up his home office in preparation to move to assisted living,
12 Kathy saw a will on a shelf. Kathy does not know if that document was an original or a
13 copy. Theo originally agreed to the move to assisted living, then he changed his mind.
14 Kathy only saw the will in the Decedent's office prior to his admission into the nursing
15 home and before he was appointed a Guardian. Kathy did not read it, nor could she
16 testify to the date the will she saw was executed. However, the Decedent did inform her
17 that he intended to leave his estate to St. Jude. Theo never talked to her about his son
18 Chip. Kathy also testified that after Theo moved into the nursing home, he told her that
19 his important papers were in storage.

20 In December 2013 Kathy went out of town for the holidays and notified Ms. Tyler
21 she would not be able to continue and someone else would need to assist Theo. Kathy
22 testified that Theo's behavior the last time she saw him prompted her resignation. Theo
23 was diabetic and refused care; when Kathy arrived at the rehab facility to pick him up, he
24 was unkempt (wearing pajamas, no socks). Kathy testified that Theo's behavior was
25 embarrassing; he had no bladder or bowel control and relieved himself in the bushes at
26 the rehabilitation hospital. That was the last time Kathy saw him.

1 Decedent's apparent testamentary intent to leave his estate to St. Jude is further
2 supported by the fact that he donated approximately \$130,000.00 over 20 years to the
3 organization, with his last donation in the amount of \$10,000.00 made in 2013. Kathy
4 recalled being asked to prepare that check for Theo's signature.

5 Decedent's mental condition prior to death was such that he lacked testamentary
6 capacity. Just days before he passed, Decedent became agitated and attempted to fire
7 those who were responsible for his care, including the guardian.

8 At the hearing to determine if Decedent's estate would pass by intestate
9 succession or through a testamentary will, the Decedent's son Chip argued that the
10 original October 2012 Will was in Decedent's possession prior to his death, and he
11 intentionally destroyed/revoked it prior to the determination that he was in need of a
12 guardian and lacked capacity.

14 LEGAL ISSUES

15 I. Alternative Theories Under Nevada Law

16 Under common law, a presumption exists that a missing will was revoked and/or
17 destroyed by the testator.¹ NRS 136.240 provides a mechanism to overcome this
18 presumption whereby a lost or destroyed will can be probated when the petitioner is able
19 to provide: (1) two or more credible witnesses that provide clear and distinct testimony
20 concerning the will's provisions, and was (a) in legal existence at the time of the
21 testator's death, or (b) fraudulently destroyed during the testator's lifetime. But a
22 testator's declarations "cannot be substituted for one of the witnesses required by NRS
23 136.240".²

24 In addition to NRS 136.240, the doctrine of dependent relative revocation has been
25 recognized in Nevada to nullify a prior will's revocation if it was made "in connection
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27 ¹ See Estate of Irvine v. Doyle, 710 P.2d 1366, 1369 (1985).

28 ² See Howard Hughes Medical Institute v. Gavin, 621 P.2d 489, 491 (1980).

1 with an attempt to achieve a dispositive objective that fails under applicable law” OR
2 because of a false belief/assumption that is either recited in the revoking instrument or
3 established by clear and convincing evidence.³ The Nevada Supreme Court stated a
4 “crucial distinction” of the dependent relative revocation doctrine is “that it does not
5 revive a revoked will; rather, it renders a revocation ineffective.”⁴

6 7 **II. Application of Nevada Law to the Facts**

8 In order to prevail in its efforts to probate the October 2012 copy,
9 Petitioner/Objector (St. Jude) must establish that the original Will was in legal existence
10 at the time of Decedent’s death and produce two witnesses who can provide “clear and
11 distinct” evidence of the Will’s provisions. NRS 136.240⁵

12
13 ³ See *In re Melton*, 272 P.3d 668, 671 (2012) where the Nevada Supreme Court formally adopted the
14 doctrine of dependent relative revocation and distinguished it from the doctrine of revival that is expressly
15 prohibited under NRS 133.130. The statute provides that revocation of a subsequent will does not revive
16 the prior will unless there is an express term/provision of the testator’s intention to revise the prior will
17 within the revoking document.

18 ⁴ See *In re Melton* at 679, citing to Restatement (Third) of Prop.: Wills and Other Donative Transfers §4.3.

19 ⁵ NRS 136.240 **Petition for probate; same requirement of proof as other wills; testimony of
20 witnesses; rebuttable presumption concerning certain wills; prima facie showing that will was not
21 revoked; order.**

22 1. The petition for the probate of a lost or destroyed will must include a copy of the will, or if no copy
23 is available state, or be accompanied by a written statement of, the testamentary words, or the substance
24 thereof.

25 2. If offered for probate, a lost or destroyed will must be proved in the same manner as other wills are
26 proved under this chapter.

27 3. In addition, no will may be proved as a lost or destroyed will unless it is proved to have been in
28 existence at the death of the person whose will it is claimed to be, or is shown to have been fraudulently
destroyed in the lifetime of that person, nor unless its provisions are clearly and distinctly proved by at least
two credible witnesses.

4. The testimony of each witness must be reduced to writing, signed by the witness and filed, and is
admissible in evidence in any contest of the will if the witness has died or permanently moved from the
State.

5. Notwithstanding any provision of this section to the contrary:

(a) The production of a person’s lost or destroyed will, whose primary beneficiary is a nontestamentary
trust established by the person and in existence at his or her death, creates a rebuttable presumption that the
will had not been revoked.

(b) If the proponent of a lost or destroyed will makes a prima facie showing that it was more likely than
not left unrevoked by the person whose will it is claimed to be before his or her death, then the will must be
admitted to probate in absence of an objection. If such prima facie showing has been made, the court shall
accept a copy of such a will as sufficient proof of the terms thereof without requiring further evidence in
the absence of any objection.

1 The record is clear that after moving to the nursing home Decedent was not in
2 physical possession of the October 2012 Will such that he could have "revoked" it by
3 destroying or otherwise tearing it up. The evidence supports a finding that the original
4 version of the October 2012 Will was in his home office and at some point was lost.
5 What is less clear is whether Decedent destroyed the Will before leaving his home, or if it
6 was misplaced in the process of packing the contents of Decedent's home and placing his
7 belongings into storage. No evidence was introduced to establish Decedent visited his
8 storage facility or that he instructed anyone to bring him the original version of the
9 October 2012 Will.

10 Even if Theo did manage to retrieve the original Will, he lacked the mental
11 capacity to "revoke" the October 2012 Will after February 2014 until his death in August.
12 No evidence was introduced to establish that Theo lacked capacity prior to the date he
13 was appointed a guardian. There is no evidence to establish Theo had possession of the
14 original October 201 Will after moving to assisted living. These facts provide a basis to
15 examine the remaining evidence introduced to prove the October 2012 Will was in legal
16 existence at the time of Decedent's death.⁶

17 Petitioners were required to offer the testimony of two witnesses who could
18 provide "clear and distinct" evidence of the provisions of the October 2012 Will.⁷ The
19 drafting attorney had a clear recollection of drafting the Will and was in possession of a
20 copy of the Will. The second witness to the Will, Diane DeWalt, the legal assistant to the
21 drafting attorney, recalled she prepared the Will and served as a witness, but she did not

22 ⁶ NRS 136.240 states in part: "(t)he petition for the probate of a lost or destroyed will must include a copy
23 of the will ... [and] ... no will may be proved as a lost or destroyed will unless it is proved to have been in
24 existence at the death of the person whose will it is claimed to be, or is shown to have been fraudulently
destroyed in the lifetime of that person, nor unless its provisions are clearly and distinctly proved by at least
two credible witnesses..."

25 ⁷ Estate of Irvine v. Doyle, 710 P.2d 1366 (1985) - The Nevada Supreme Court held that a proponent of a
26 lost or destroyed will is required to prove that testator did not revoke the lost or destroyed will, but such
27 proof is not that the will was in "actual" existence at the time of testator's death, only that it was in "legal"
existence. To combat "spurious wills", the Court also noted that a proponent must prove the provisions of
the will by at least two credible witnesses that can provide clear and distinct testimony as to its provisions.

1 recall the specific terms of the Will. The remaining witness, Decedent's stepdaughter
2 Kathy Longo, testified that the decedent told her about his testamentary intent, which was
3 to leave his estate to St. Jude's. She also confirmed seeing the Will in the decedent's
4 home office; but she did not read the Will and thus could not confirm the provisions, nor
5 did she know the date the Will she saw was executed.

6 Under Nevada law the testator's declarations cannot be substituted for one of the
7 witnesses required under NRS 136.240. See, In re Duffill's Estate, 61 P.2d 985 (1936)
8 and Howard Hughes Medical Inst. v. Gavin, 621 P.2d 489 (1980).

9 In re Duffill's Estate, 61 P.2d 985 (1936) is the case establishing the requirements
10 for proving a lost will. The Nevada Supreme Court upheld the lower court's judgment
11 that decedent's mother failed to prove the existence of a lost will leaving her
12 \$200,000.00. The mother produced four witnesses to support the lost will. The first
13 witness actually signed the will as a subscribing witness but testified his only knowledge
14 of its terms was based on the decedent's statements, which the court noted was not
15 sufficient as decedent could not be substituted as one of the two witnesses required to
16 probate a lost will. The other three witnesses all testified to the contents of the will and
17 that their knowledge was gained during separate conversations with the decedent about
18 his failing health and that decedent prompted them to read the will. The trial court
19 rejected the testimony of these three witnesses as not being trustworthy.

20 In Howard Hughes Medical Inst. v. Gavin, 621 P.2d 489 (1980) the Nevada
21 Supreme Court again noted that a testator's declarations cannot be substituted for one of
22 the witnesses required by the Lost Will Statute, NRS 136.240. The Court found that
23 strict compliance with NRS 136.240 "precludes proof of the contents of a lost will by
24 hearsay declarations of deceased people, unless the declarant's testimony is written and
25 signed by the declarant." *Id.* at 491. Therefore, Theo's statements to Kathy cannot
26 overcome the statutory requirements.

27
28

1 In the instant matter Decedent's long time estate planning attorney Kristin Tyler
2 has a very distinct recollection of the terms of Theo's final October 2012 Will. The Will
3 was consistent with Theo's historical estate plans, his beneficiary designations did not
4 vary over time, nor did he ever leave anything to his son Chip. Therefore, it can be
5 assumed Theo understood the need to specifically disinherit his only child, as well as the
6 outcome if he failed to leave a Will that did so.

7 While the testimony of the other witnesses about Theo's stated testamentary
8 intention is credible and consistent, this Court cannot accept the hearsay declarations of
9 the decedent. The Hughes case provides a possible exception if the declarant's testimony
10 is signed. Here Decedent did hand write and sign the words "October 2, 2012 Up-dated."
11 The handwritten statement on the copy of the October 2012 Will does not clarify what
12 provisions were "up-dated": the statement appears simply to reference the date the Will
13 was executed. This is not sufficient to satisfy the Hughes exception. The Hughes case
14 stands for the principal that strict compliance with the requirements of the statute is
15 necessary. Here, only one witness, the drafting attorney, provided testimony sufficient to
16 satisfy the statute.

17 III. Dependent Relative Revocation

18 An alternative theory presented by these facts is whether the June 2012 original
19 Will can be revived, or its revocation under the October 2012 copy deemed ineffective.
20 NRS 133.130 limits the revival of a prior will to only those instances where the
21 revocation occurred with intent to revive or the prior will is reexecuted.⁸ Nothing within
22 the above factual background supports either of these situations. In re Melton, 272 P.3d

23 ^{*} NRS 133.130 Effect of revocation of subsequent will.

24 If, after the making of any will, the testator executes a valid second will that includes provisions revoking
25 the first will, the destruction, cancellation or revocation of the second will does not revive the first will
26 unless:

- 25 1. It appears by the terms of the revocation or the manner in which the revocation occurred that it was
26 the intention to revive and give effect to the first will; or
- 26 2. After the destruction, cancellation or revocation, the first will is reexecuted;
- 27
- 27 6. If the will is established, its provisions must be set forth specifically in the order admitting it to
28 probate, or a copy of the will must be attached to the order.

1 668 (2012) dependent relative revocation does not revive a revoked will, but only applies
2 where a revocation was ineffective. As with revival, the above factual background does
3 not include any basis upon which the October 2012 copy and its revocation of the June
4 2012 Original was ineffective.

5 In Melton the Nevada Supreme Court distinguished NRS 133.130 and its
6 restriction against a revoked will's revival from the doctrine of *dependent relative*
7 *revocation*. The court found that the "doctrine of dependent relative revocation ... "does
8 not revive a revoked will; rather, it renders a revocation ineffective." Therefore, the
9 Nevada Supreme Court expressly adopted the doctrine of dependent relative revocation,
10 but declined to apply it because the revocation of a prior will, and its disinheritance
11 provision, was not impacted or made conditional by a subsequent holographic will that
12 involved a different dispositive scheme.

13 The Melton decision is consistent with the longstanding California rule. See, In
14 re Lopes, 152 Cal.App.3d 302 (1984). The fact pattern in Lopes is very similar to the
15 background outlined above and petitioner attempts to argue that all provisions of a lost
16 will, including revocation of a prior will, should be nullified. The appellate court held
17 that a copy of a 1979 will could not be probated because it could not be shown to be in
18 existence on the date of death. Petitioner therefore argued that all provisions found
19 within the 1979 will failed, including the provision that revoked a prior will executed in
20 1977. The court noted that a will can be revoked by any writing and does not need to
21 meet the standards for proving a lost will and also noted that dependent relative
22 revocation offered an appropriate method to address revocations based upon a false
23 assumption of the effectiveness of a subsequently executed will.

24 Here the June 2012 Will was expressly revoked by the October 2012 Will, and
25 there is no evidence that revocation was ineffective in its express terms. Subsequently
26 the October 2012 Will was either lost or destroyed, however, there is no evidence it was
27 revoked in writing. Lacking sufficient evidence to prove the October 2012 "lost" will, the


1 Court finds it is presumed to have been destroyed. Given the absence of a writing to
2 establish the October 2012 Will was revoked with the intent to revive the June 2012
3 Will, the doctrine of dependent relative revocation cannot revive the June 2012 Will.
4

5 **CONCLUSION**

6 St. Jude's failed to meet its burden of proof that the Will was not revoked during
7 Decedent's lifetime (while Decedent was competent). The lost will statute must be
8 strictly construed, and here only one witness provided clear and distinct testimony about
9 the contents of the October 2012 Will. None of the witnesses who saw a will in
10 Decedent's home prior to him entering assisted living could testify that the will they saw
11 was the Original of the October 2012 Will. While Decedent was not determined to lack
12 capacity until February 2014, his behavior during the time he was preparing to move to
13 assisted living was increasingly erratic. Decedent had been a careful planner and seems
14 to have understood the need to specifically disinherit his son, and alternatively, the fact
15 that without a will his son would inherit. Although he did not make a formal change to
16 his estate planning documents, he could simply have changed his mind and destroyed the
17 original will in his possession.

18 WHEREFOR, based on of testimony at trial, the exhibits, and the law that applies
19 in this case as set forth above, the Petitioner/Objector St. Jude Children's Hospital
20 Petition to admit Decedent's lost will dated October 2, 2012, is hereby DENIED.

21
22 DATED: This 3rd day of August, 2018

23
24 


25 GLORIA J. STURMAN
26 District Court Judge, Dept. XXVI

27 Counsel for Respondent is directed to prepare a Notice of Entry of Decision and
28 Order.

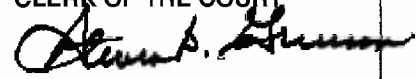
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CERTIFICATE OF SERVICE

I hereby certify that on the date signed, a copy of the Foregoing Order was electronically served on all parties registered in P-14-082619.



Linda Denman,
Judicial Executive Assistant



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2 Russel J. Geist (9030)
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6 *Attorneys for St. Jude Children's*
7 *Research Hospital*

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

10
11 In the Matter of the Estate of
12 THEODORE E. SCHEIDE JR. aka
THEODORE ERNEST SCHEIDE JR.,
13 Deceased.

Case No.: P-14-082619-E
Dept No.: 26

14
15 **NOTICE OF APPEAL**

16 Notice is given that ST. JUDE CHILDREN'S RESEARCH HOSPITAL, INC., petitioner in
17 the above-captioned matter, appeal to the Supreme Court of Nevada from the Decision and Order
18 entered by the district court on August 6, 2018, and from any other order of the district court
19 rendered final and appealable by the district court's Judgment of August 6, 2018.

20 Dated September 5, 2018.

HUTCHISON & STEFFEN, PLLC



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Attorneys for St. Jude Children's
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of HUTCHISON & STEFFEN, and that on this 6 day of September, 2018, I caused a true and correct copy of the above and foregoing **NOTICE OF APPEAL** to be served as follows:

- by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and/or
- pursuant to EDCR 7.26, to be sent **via facsimile**; and/or
- pursuant to EDCR 8.05(a) and 8.05(f), to be electronically served through the Eighth Judicial District Court's electronic filing system, with the date and time of the electronic service substituted for the date and place of deposit in the mail; and/or
- to be hand-delivered;

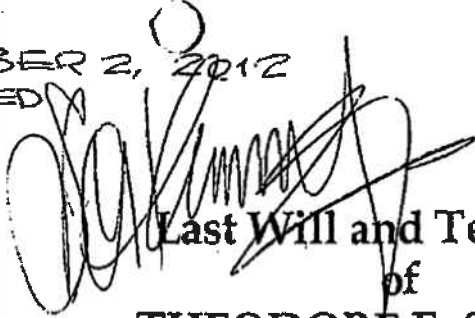
to the attorney(s) or parties listed below at the address and/or facsimile number indicated below:

Kim Boyer, Esq.
Durham Jones & Pinegar
10785 W. Twain Ave., Ste. 200
Las Vegas, NV 89135
Attorney for the Administrator

Cary Colt Payne, Esq.
700 S. 8th Street
Las Vegas, NV 89101
Attorney for Theodore "Chip" E. Scheide, III


An Employee of Hutchison & Steffen, LLC

OCTOBER 2, 2012
W.P. DATED



**Last Will and Testament
of
THEODORE E. SCHEIDE**

I, THEODORE E. SCHEIDE, a resident of Clark County, Nevada, being of sound mind and disposing memory, hereby revoke any prior wills and codicils made by me and declare this to be my Last Will and Testament.

**Article One
Family Information**

I am unmarried.

I have one child, THEODORE E. SCHEIDE, III.

However, I am specifically disinheriting THEODORE E. SCHEIDE, III and his descendants. Therefore, for the purposes of my Will, THEODORE E. SCHEIDE, III and his descendants will be deemed to have predeceased me.

**Article Two
Specific and General Gifts**

Section 2.01 Disposition of Tangible Personal Property

I give all my tangible personal property, together with any insurance policies covering the property and any claims under those policies in accordance with a "Memorandum for Distribution of Personal Property" or other similar writing directing the disposition of the property. Any writing prepared according to this provision must be dated and signed by me.

If I leave multiple written memoranda that conflict as to the disposition of any item of tangible personal property, the memorandum with the most recent date will control as to those items that are in conflict.



NOTE: ORGAN DONOR... RECORDED ON MY DRIVER'S LICENSE

EXHIBIT "2"

AA001499

P-EP-000001

If the memorandum with the most recent date conflicts with a provision of this Will as to the specific distribution of any item of tangible personal property, the provisions of the memorandum with the most recent date control as to those items that are in conflict.

I intend that the writing qualify to distribute my tangible personal property under applicable state law.

Section 2.02 Contingent Distribution of Tangible Personal Property

Any tangible personal property not disposed of by a written memorandum, or if I choose not to leave a written memorandum, all my tangible personal property will be distributed as part of my residuary estate.

Section 2.03 Definition of Tangible Personal Property

For purposes of this Article, the term "tangible personal property" includes but is not limited to my household furnishings, appliances and fixtures, works of art, motor vehicles, pictures, collectibles, personal wearing apparel and jewelry, books, sporting goods, and hobby paraphernalia. The term does not include any tangible property that my Executor, in its sole and absolute discretion, determines to be part of any business or business interest that I own at my death.

Section 2.04 Ademption

If property to be distributed under this Article becomes part of my probate estate in any manner after my death, then the gift will not adeem simply because it was not a part of my probate estate at my death. My Executor will distribute the property as a specific gift in accordance with this Article. But if property to be distributed under this Article is not part of my probate estate at my death and does not subsequently become part of my probate estate, then the specific gift made in this Article is null and void, without any legal or binding effect.

Section 2.05 Incidental Expenses and Encumbrances

Until property distributed in accordance with this Article is delivered to the appropriate beneficiary or to the beneficiary's legal representative, my Executor will pay the reasonable expenses of securing, storing, insuring, packing, transporting, and otherwise caring for the property as an administration expense. Except as otherwise provided in my Will, my Executor will distribute property under this Article subject to all liens, security interests, and other encumbrances on the property.

Last Will and Testament of THEODORE E. SCHEIDE

Page 2

Article Three My Residuary Estate

Section 3.01 Definition of My Residuary Estate

All the remainder of my estate, including property referred to above that is not effectively disposed of, will be referred to in my Will as my "residuary estate."

Section 3.02 Disposition of My Residuary Estate

I give my residuary estate to VELMA G. SHAY, if she survives me.

If VELMA G. SHAY predeceases me, then I give my residuary estate to ST. JUDE CHILDREN'S HOSPITAL located in Memphis, Tennessee.

Article Four Remote Contingent Distribution

If, at any time after my death, there is no person or entity then qualified to receive final distribution of my estate or any part of it under the foregoing provisions of my Will, then the portion of my estate with respect to which the failure of qualified recipients has occurred shall be distributed to those persons who would inherit it had I then died intestate owning the property, as determined and in the proportions provided by the laws of Nevada then in effect (other than THEODORE E. SCHEIDE, III and his descendants).

Article Five Designation of Executor

Section 5.01 Executor

I name PATRICIA BOWLIN as my Executor. If PATRICIA BOWLIN fails or ceases to act as my Executor, I name NEVADA STATE BANK as my Executor.



Section 5.02 Guardian for Testator

If I should become mentally incompetent to handle my affairs prior to my demise, I request that PATRICIA BOWLIN be appointed guardian of my estate and my person, to serve without bond. In the event that she is unable or unwilling to serve, then I request that a representative from NEVADA STATE BANK be appointed guardian of my estate and my person, to serve without bond.

**Article Six
General Administrative Provisions**

The provisions of this Article apply to my probate estate.

Section 6.01 No Bond

No Fiduciary is required to furnish any bond for the faithful performance of the Fiduciary's duties, unless required by a court of competent jurisdiction and only if the court finds that a bond is needed to protect the interests of the beneficiaries. No surety is required on any bond required by any law or rule of court, unless the court specifies that a surety is necessary.

Section 6.02 Distributions to Incapacitated Persons and Persons Under Twenty-One Years of Age

If my Executor is directed to distribute any share of my probate estate to any beneficiary who is under the age of 21 years or is in the opinion of my Executor, under any form of incapacity that renders such beneficiary unable to administer distributions properly when the distribution is to be made, my Executor may, as Trustee, in my Executor's discretion, continue to hold such beneficiary's share as a separate trust until the beneficiary reaches the age of 21 or overcomes the incapacity. My Executor shall then distribute such beneficiary's trust to him or her.

While any trust is being held under this Section, my Independent Trustee may pay to the beneficiary for whom the trust is held such amounts of the net income and principal as the Trustee determines to be necessary or advisable for any purpose. If there is no Independent Trustee, my Trustee shall pay to the beneficiary for whom the trust is held such amounts of the net income and



principal as the fiduciary determines to be necessary or advisable for the beneficiary's health, education, maintenance or support.

Upon the death of the beneficiary, my Trustee shall distribute any remaining property in the trust, including any accrued and undistributed income, to such persons as such beneficiary appoints by his or her Will. This general power may be exercised in favor of the beneficiary, the beneficiary's estate, the beneficiary's creditors, or the creditors of the beneficiary's estate. To the extent this general power of appointment is not exercised, on the death of the beneficiary, the trust property is to be distributed to the beneficiary's then living descendants, *per stirpes*, or, if none, *per stirpes* to the living descendants of the beneficiary's nearest lineal ancestor who was a descendant of mine, or if no such descendant is then living, to my then living descendants, *per stirpes*. If I have no then living descendants the property is to be distributed under the provisions of Article Four entitled "Remote Contingent Distribution."

Section 6.03 Maximum Term for Trusts

Notwithstanding any other provision of my Will to the contrary, unless terminated earlier under other provisions of my Will, each trust created under my Will will terminate 21 years after the last to die of the descendants of my maternal and paternal grandparents who are living at the time of my death.

At that time, the remaining trust property will vest in and be distributed to the persons entitled to receive mandatory distributions of net income of the trust and in the same proportions. If no beneficiary is entitled to mandatory distributions of net income, the remaining trust property will vest in and be distributed to the beneficiaries entitled to receive discretionary distributions of net income of the trust, in equal shares *per stirpes*.

Section 6.04 Representative of a Beneficiary

The guardian of the person of a beneficiary may act for such beneficiary for all purposes under my Will or may receive information on behalf of such beneficiary.

Section 6.05 Ancillary Administration

In the event ancillary administration is required or desired and my domiciliary Executor is unable or unwilling to act as an ancillary fiduciary, my domiciliary Executor will have the power to designate, compensate, and remove the ancillary fiduciary. The ancillary fiduciary may be either a natural person or a

 Last Will and Testament of THEODORE E. SCHEIDE

Page 5

corporation. My domiciliary Executor may delegate to such ancillary fiduciary such powers granted to my original Executor as my Executor may deem proper, including the right to serve without bond or surety on bond. The net proceeds of the ancillary estate are to be paid over to the domiciliary Executor.

Section 6.06 Delegation of Authority; Power of Attorney

Any Fiduciary may, by an instrument in writing, delegate to any other Fiduciary the right to exercise any power, including a discretionary power, granted the Fiduciary in my Will. During the time a delegation under this Section is in effect, the Fiduciary to whom the delegation was made may exercise the power to the same extent as if the delegating Fiduciary had personally joined in the exercise of the power. The delegating Fiduciary may revoke the delegation at any time by giving written notice to the Fiduciary to whom the power was delegated.

The Fiduciary may execute and deliver a revocable or irrevocable power of attorney appointing any individual or corporation to transact any and all business on behalf of the trust. The power of attorney may grant to the attorney-in-fact all of the rights, powers, and discretion that the Fiduciary could have exercised.

Section 6.07 Merger of Corporate Fiduciary

If any corporate fiduciary acting as my Fiduciary under my Will is merged with or transfers substantially all of its trust assets to another corporation or if a corporate fiduciary changes its name, the successor shall automatically succeed to the position of my Fiduciary as if originally named my Fiduciary. No document of acceptance of the position of my Fiduciary shall be required.

**Article Seven
Powers of My Fiduciaries**

Section 7.01 Fiduciaries' Powers Act

My Fiduciaries may, without prior authority from any court, exercise all powers conferred by my Will or by common law or by Nevada Revised Statutes or other statute of the State of Nevada or any other jurisdiction whose law applies to my Will. My Executor has absolute discretion in exercising these powers. Except as



Last Will and Testament of THEODORE E. SCHEIDE
Page 6

specifically limited by my Will, these powers extend to all property held by my fiduciaries until the actual distribution of the property.

Section 7.02 Powers Granted by State Law

In addition to all of the above powers, my Executor may, without prior authority from any court, exercise all powers conferred by my Will; by common law; by the laws of the State of Nevada, including, without limitation by reason of this enumeration, each and every power enumerated in NRS 163.265 to 163.410, inclusive; or any other jurisdiction whose law applies to my Will. My Executor has absolute discretion in exercising these powers. Except as specifically limited by my Will, these powers extend to all property held by my fiduciaries until the actual distribution of the property.

Section 7.03 Alternative Distribution Methods

My Fiduciary may make any payment provided for under my Will as follows:

Directly to the beneficiary;

In any form allowed by applicable state law for gifts or transfers to minors or persons under a disability;

To the beneficiary's guardian, conservator, agent under a durable power of attorney or caregiver for the benefit of the beneficiary; or

By direct payment of the beneficiary's expenses, made in a manner consistent with the proper exercise of the fiduciary's duties hereunder. A receipt by the recipient for any such distribution fully discharges my Fiduciary.

Article Eight
Provisions for Payment of Debts, Expenses and Taxes

Section 8.01 Payment of Debts and Expenses

I direct that all my legally enforceable debts, secured and unsecured, be paid as soon as practicable after my death.



Last Will and Testament of THEODORE E. SCHEIDE
Page 7

Section 8.02 No Apportionment

Except as otherwise provided in this Article or elsewhere in my will, my Executor shall provide for payment of all estate, inheritance and succession taxes payable by reason of my death ("death taxes") from my residuary estate as an administrative expense without apportionment and will not seek contribution toward or recovery of any death tax payments from any individual.

For the purposes of this Article, however, the term "death taxes" does not include any additional estate tax imposed by Section 2031(c)(5)(C), Section 2032A(c) or Section 2057(f) of the Internal Revenue Code or any other comparable taxes imposed by any other taxing authority. Nor does the term include any generation-skipping transfer tax, other than a direct skip.

Section 8.03 Protection of Exempt Property

Death taxes are not to be allocated to or paid from any assets that are not included in my gross estate for federal estate tax purposes. In addition, to the extent practicable, my Trustee should not pay any death taxes from assets that are exempt for generation-skipping transfer tax purposes.

Section 8.04 Protection of the Charitable Deduction

Death taxes are not to be allocated to or paid from any assets passing to any organization that qualifies for the federal estate tax charitable deduction, or from any assets passing to a split-interest charitable trust, unless my Executor has first used all other assets available to my Executor to pay the taxes.

Section 8.05 Property Passing Outside of My Will

Death taxes imposed with respect to property included in my gross estate for purposes of computing the tax and passing other than by my Will are to be apportioned among the persons and entities benefited in the proportion that the taxable value of the property or interest bears to the total taxable value of the property and interests received by all persons benefited. The values to be used for the apportionment are the values as finally determined under federal, state, or local law as the case may be.

Section 8.06 No Apportionment Between Current and Future Interests

No interest in income and no estate for years or for life or other temporary interest in any property or trust is to be subject to apportionment as between the



temporary interest and the remainder. The tax on the temporary interest and the tax, if any, on the remainder are chargeable against the corpus of the property or trust subject to the temporary interest and remainder.

Section 8.07 Tax Elections

In exercising any permitted elections regarding taxes, my fiduciaries may make any decisions that they deem to be appropriate in any circumstances, and my fiduciaries are not required to make any compensatory adjustment as a consequence of any election. My Executor may also pay taxes or interest and deal with any tax refunds, interest, or credits as my Executor deems to be necessary or advisable in the interest of my estate.

My Executor, in his or her sole and absolute discretion, may make any adjustments to the basis of my assets authorized by law, including but not limited to increasing the basis of any property included in my gross estate, whether or not passing under my Will, by allocating any amount by which the basis of my assets may be increased. My Executor is not required to allocate basis increase exclusively, primarily or at all to assets passing under my Will as opposed to other property included in my gross estate. My Executor may elect, in his or her sole and absolute discretion, to allocate basis increase to one or more assets that my Executor receives or in which my Executor has a personal interest, to the partial or total exclusion of other assets with respect to which such allocation could be made. My Executor may not be held liable to any person for the exercise of his or her discretion under this Section.

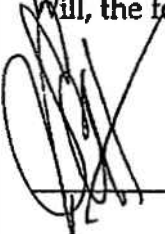
**Article Nine
Definitions and General Provisions**

Section 9.01 Cremation Instructions

I wish that my remains be cremated and buried in accordance with my pre-paid funeral arrangements with Palm Mortuary in Las Vegas, Nevada.

Section 9.02 Definitions

For purposes of my Will and for the purposes of any trust established under my Will, the following definitions apply:



Last Will and Testament of THEODORE E. SCHEIDE
Page 9

(a) Adopted and Afterborn Persons

A legally adopted person in any generation and his or her descendants, including adopted descendants, will have the same rights and will be treated in the same manner under my Will as natural children of the adopting parent, provided the person is legally adopted before attaining the age of 18 years. A person will be deemed to be legally adopted if the adoption was legal in the jurisdiction in which it occurred at the time that it occurred.

A fetus *in utero* that is later born alive will be considered a person in being during the period of gestation.

(b) Descendants

The term "descendants" means any one or more person who follows in direct descent (as opposed to collateral descent) from a person, such as a person's children, grandchildren, or other descended individuals of any generation.

(c) Fiduciary

"Fiduciary" or "Fiduciaries" refer to my Executor. My "Executor" includes any executor, ancillary executor, administrator, or ancillary administrator, whether local or foreign, and whether of all or part of my estate, multiple Executors, and their successors.

Except as otherwise provided in this Last Will and Testament, a fiduciary has no liability to any party for action (or inaction) taken in good faith.

(d) Good Faith

For the purposes of this Last Will and Testament, a fiduciary has acted in good faith if (i) its action or inaction is not a result of intentional wrongdoing, (ii) the fiduciary did not make the decision with reckless indifference to the interests of the beneficiaries, and (iii) its action or inaction does not result in an improper personal pecuniary benefit to the fiduciary.

(e) Incapacity

Except as otherwise provided in my Will, a person is deemed to be incapacitated in any of the following circumstances.

(1) The Opinion of Two Licensed Physicians

An individual is deemed to be incapacitated whenever, in the opinion of two licensed physicians, the individual is unable to effectively manage his or her property or financial affairs, whether as a result of age, illness, use of prescription medications, drugs or other substances, or any other cause.

An individual is deemed to be restored to capacity whenever the individual's personal or attending physician provides a written opinion that the individual is able to effectively manage his or her property and financial affairs.

(2) Court Determination

An individual is deemed to be incapacitated if a court of competent jurisdiction has declared the individual to be disabled, incompetent or legally incapacitated.

(3) Detention, Disappearance or Absence

An individual is deemed to be incapacitated whenever he or she cannot effectively manage his or her property or financial affairs due to the individual's unexplained disappearance or absence for more than 30 days, or whenever he or she is detained under duress.

An individual's disappearance, absence or detention under duress may be established by an affidavit of any fiduciary. The affidavit must describe the circumstances of an individual's detention under duress, disappearance, or absence and may be relied upon by any third party dealing in good faith with my fiduciary in reliance upon the affidavit.

An individual's disappearance, absence, or detention under duress may be established by an affidavit of my Executor.



(f) Internal Revenue Code

References to the "Internal Revenue Code" or to its provisions are to the Internal Revenue Code of 1986, as amended from time to time, and the corresponding Treasury Regulations, if any. References to the "Treasury Regulations," are to the Treasury Regulations under the Internal Revenue Code in effect from time to time. If a particular provision of the Internal Revenue Code is renumbered, or the Internal Revenue Code is superseded by a subsequent federal tax law, any reference will be deemed to be made to the renumbered provision or to the corresponding provision of the subsequent law, unless to do so would clearly be contrary to my intent as expressed in my Will. The same rule applies to references to the Treasury Regulations.

(g) Legal Representative

As used in my Will, the term "legal representative" means a person's guardian, conservator, personal representative, executor, administrator, Trustee, or any other person or entity personally representing a person or the person's estate.

(h) Per Stirpes

Whenever a distribution is to be made to a person's descendants *per stirpes*, the distribution will be divided into as many equal shares as there are then-living children of that person and deceased children of that person who left then-living descendants. Each then-living child will receive one share and the share of each deceased child will be divided among the deceased child's then-living descendants in the same manner.

(i) Primary Beneficiary

The Primary Beneficiary of a trust created under this agreement is the oldest Income Beneficiary of that trust unless some other individual is specifically designated as the Primary Beneficiary of that separate trust.

(j) Shall and May

Unless otherwise specifically provided in my Will or by the context in which used, I use the word "shall" in my Will to command, direct or require, and the word "may" to allow or permit, but not



require. In the context of my Trustee, when I use the word "may" I intend that my Trustee may act in its sole and absolute discretion unless otherwise stated in my Will.

(k) Trust

The term "trust," refers to any trusts created under the terms of my Will.

(l) Trustee

The term "my Trustee" refers to any person or entity that is from time to time acting as the Trustee and includes each Trustee individually, multiple Trustees, and their successors.

(m) Other Definitions

Except as otherwise provided in my Will, terms shall be as defined in Nevada Revised Statutes as amended after the date of my Will and after my death.

Section 9.03 Contest Provision

If any beneficiary of my Will or any trust created under the terms of my Will, alone or in conjunction with any other person engages in any of the following actions, the right of the beneficiary to take any interest given to the beneficiary under my Will or any trust created under the terms of my Will will be determined as it would have been determined as if the beneficiary predeceased me without leaving any surviving descendants.

Contests by a claim of undue influence, fraud, menace, duress, or lack of testamentary capacity, or otherwise objects in any court to the validity of (a) my Will, (b) any trust created under the terms of my Will, or (c) any beneficiary designation of an annuity, retirement plan, IRA, Keogh, pension or profit sharing plan, or insurance policy signed by me, (collectively referred to hereafter in this Section as "Document" or "Documents") or any amendments or codicils to any Document;

Seeks to obtain an adjudication in any court proceeding that a Document or any of its provisions is void, or otherwise seeks to void, nullify, or set aside a Document or any of its provisions;



Files suit on a creditor's claim filed in a probate of my estate, against my estate, or any other Document, after rejection or lack of action by the respective fiduciary;

Files a petition or other pleading to change the character (community, separate, joint tenancy, partnership, domestic partnership, real or personal, tangible or intangible) of property already so characterized by a Document;

Files a petition to impose a constructive trust or resulting trust on any assets of my estate; or

Participates in any of the above actions in a manner adverse to my estate, such as conspiring with or assisting any person who takes any of the above actions.

My Executor may defend, at the expense of my estate, any violation of this Section. A "contest" includes any action described above in an arbitration proceeding, but does not include any action described above solely in a mediation not preceded by a filing of a contest with a court.

Section 9.04 Survivorship Presumption

If any beneficiary is living at my death, but dies within 90 days thereafter, then the beneficiary will be deemed to have predeceased me for all purposes of my Will.

Section 9.05 General Provisions

The following general provisions and rules of construction apply to my Will:

(a) Singular and Plural; Gender

Unless the context requires otherwise, words denoting the singular may be construed as plural and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word "or" when used in a list of more than two items may function as both a conjunction and a disjunction as the context requires or permits.



(b) Headings of Articles, Sections, and Subsections

The headings of Articles, Sections, and subsections used within my Will are included solely for the convenience and reference of the reader. They have no significance in the interpretation or construction of my Will.

(c) Governing State Law

My Will shall be governed, construed and administered according to the laws of Nevada as from time to time amended. Questions of administration of any trust established under my Will are to be determined by the laws of the situs of administration of that trust.

(d) Notices

Unless otherwise stated, whenever my Will calls for notice, the notice will be in writing and will be personally delivered with proof of delivery, or mailed postage prepaid by certified mail, return receipt requested, to the last known address of the party requiring notice. Notice will be effective on the date personally delivered or on the date of the return receipt. If a party giving notice does not receive the return receipt but has proof that he or she mailed the notice, notice will be effective on the date it would normally have been received via certified mail. If notice is required to be given to a minor or incapacitated individual, notice will be given to the parent or legal representative of the minor or incapacitated individual.

(e) Severability

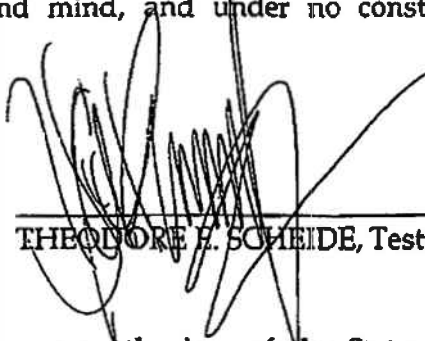
The invalidity or unenforceability of any provision of my Will does not affect the validity or enforceability of any other provision of my Will. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of my Will are to be interpreted and construed as if any invalid provision had never been included in my Will.

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Last Will and Testament of THEODORE E. SCHEIDE
Page 15

I, THEODORE E. SCHEIDE, sign my name to this instrument consisting of sixteen (16) pages on October 2, 2012, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and Testament, that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.



THEODORE E. SCHEIDE, Testator

Under penalty of perjury pursuant to the law of the State of Nevada, the undersigned, KRISTIN M. TYLER and DIANE L. DeWALT declare that the following is true of their own knowledge: That they witnessed the execution of the foregoing will of the testator, THEODORE E. SCHEIDE; that the testator subscribed the will and declared it to be his last will and testament in their presence; that they thereafter subscribed the will as witnesses in the presence of the testator and in the presence of each other and at the request of the testator; and that the testator at the time of the execution of the will appeared to them to be of full age and of sound mind and memory.

Dated this 2 day of October, 2012.


Declarant 1 - Kristin M. Tyler
Declarant 2 - Diane L. DeWalt

Residing at:

3960 Howard Hughes Parkway
9th Floor
Las Vegas, Nevada 89169

Residing at:

3960 Howard Hughes Parkway
9th Floor
Las Vegas, Nevada 89169



**Last Will and Testament
of
THEODORE E. SCHEIDE**

I, THEODORE E. SCHEIDE, a resident of Clark County, Nevada, being of sound mind and disposing memory, hereby revoke any prior wills and codicils made by me and declare this to be my Last Will and Testament.

**Article One
Family Information**

I am unmarried.

I have one child, THEODORE E. SCHEIDE, III.

However, I am specifically disinheriting THEODORE E. SCHEIDE, III and his descendants. Therefore, for the purposes of my Will, THEODORE E. SCHEIDE, III and his descendants will be deemed to have predeceased me.

**Article Two
Specific and General Gifts**

Section 2.01 Disposition of Tangible Personal Property

I give all my tangible personal property, together with any insurance policies covering the property and any claims under those policies in accordance with a "Memorandum for Distribution of Personal Property" or other similar writing directing the disposition of the property. Any writing prepared according to this provision must be dated and signed by me.

If I leave multiple written memoranda that conflict as to the disposition of any item of tangible personal property, the memorandum with the most recent date will control as to those items that are in conflict.



Last Will and Testament of THEODORE E. SCHEIDE

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If the memorandum with the most recent date conflicts with a provision of this Will as to the specific distribution of any item of tangible personal property, the provisions of the memorandum with the most recent date control as to those items that are in conflict.

I intend that the writing qualify to distribute my tangible personal property under applicable state law.

Section 2.02 Contingent Distribution of Tangible Personal Property

Any tangible personal property not disposed of by a written memorandum, or if I choose not to leave a written memorandum, all my tangible personal property will be distributed as part of my residuary estate.

Section 2.03 Definition of Tangible Personal Property

For purposes of this Article, the term "tangible personal property" includes but is not limited to my household furnishings, appliances and fixtures, works of art, motor vehicles, pictures, collectibles, personal wearing apparel and jewelry, books, sporting goods, and hobby paraphernalia. The term does not include any tangible property that my Executor, in its sole and absolute discretion, determines to be part of any business or business interest that I own at my death.

Section 2.04 Ademption

If property to be distributed under this Article becomes part of my probate estate in any manner after my death, then the gift will not adeem simply because it was not a part of my probate estate at my death. My Executor will distribute the property as a specific gift in accordance with this Article. But if property to be distributed under this Article is not part of my probate estate at my death and does not subsequently become part of my probate estate, then the specific gift made in this Article is null and void, without any legal or binding effect.

Section 2.05 Incidental Expenses and Encumbrances

Until property distributed in accordance with this Article is delivered to the appropriate beneficiary or to the beneficiary's legal representative, my Executor will pay the reasonable expenses of securing, storing, insuring, packing, transporting, and otherwise caring for the property as an administration expense. Except as otherwise provided in my Will, my Executor will distribute property under this Article subject to all liens, security interests, and other encumbrances on the property.



Last Will and Testament of THEODORE E. SCHEIDE

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Article Three My Residuary Estate

Section 3.01 Definition of My Residuary Estate

All the remainder of my estate, including property referred to above that is not effectively disposed of, will be referred to in my Will as my "residuary estate."

Section 3.02 Disposition of My Residuary Estate

I give my residuary estate to VELMA G. SHAY, if she survives me.

If VELMA G. SHAY predeceases me, then I give my residuary estate to ST. JUDE CHILDREN'S HOSPITAL located in Memphis, Tennessee.

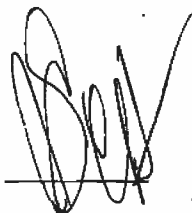
Article Four Remote Contingent Distribution

If, at any time after my death, there is no person or entity then qualified to receive final distribution of my estate or any part of it under the foregoing provisions of my Will, then the portion of my estate with respect to which the failure of qualified recipients has occurred shall be distributed to those persons who would inherit it had I then died intestate owning the property, as determined and in the proportions provided by the laws of Nevada then in effect (other than THEODORE E. SCHEIDE, III and his descendants).

Article Five Designation of Executor

Section 5.01 Executor

I name KAREN HOAGLAND as my Executor. If KAREN HOAGLAND fails or ceases to act as my Executor, I name NEVADA STATE BANK as my Executor.



Last Will and Testament of THEODORE E. SCHEIDE
Page 3

Section 5.02 Guardian for Testator

If I should become mentally incompetent to handle my affairs prior to my demise, I request that KAREN HOAGLAND be appointed guardian of my estate and my person, to serve without bond. In the event that she is unable or unwilling to serve, then I request that a representative from NEVADA STATE BANK be appointed guardian of my estate and my person, to serve without bond.

**Article Six
General Administrative Provisions**

The provisions of this Article apply to my probate estate.

Section 6.01 No Bond

No Fiduciary is required to furnish any bond for the faithful performance of the Fiduciary's duties, unless required by a court of competent jurisdiction and only if the court finds that a bond is needed to protect the interests of the beneficiaries. No surety is required on any bond required by any law or rule of court, unless the court specifies that a surety is necessary.

Section 6.02 Distributions to Incapacitated Persons and Persons Under Twenty-One Years of Age

If my Executor is directed to distribute any share of my probate estate to any beneficiary who is under the age of 21 years or is in the opinion of my Executor, under any form of incapacity that renders such beneficiary unable to administer distributions properly when the distribution is to be made, my Executor may, as Trustee, in my Executor's discretion, continue to hold such beneficiary's share as a separate trust until the beneficiary reaches the age of 21 or overcomes the incapacity. My Executor shall then distribute such beneficiary's trust to him or her.

While any trust is being held under this Section, my Independent Trustee may pay to the beneficiary for whom the trust is held such amounts of the net income and principal as the Trustee determines to be necessary or advisable for any purpose. If there is no Independent Trustee, my Trustee shall pay to the beneficiary for whom the trust is held such amounts of the net income and



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principal as the fiduciary determines to be necessary or advisable for the beneficiary's health, education, maintenance or support.

Upon the death of the beneficiary, my Trustee shall distribute any remaining property in the trust, including any accrued and undistributed income, to such persons as such beneficiary appoints by his or her Will. This general power may be exercised in favor of the beneficiary, the beneficiary's estate, the beneficiary's creditors, or the creditors of the beneficiary's estate. To the extent this general power of appointment is not exercised, on the death of the beneficiary, the trust property is to be distributed to the beneficiary's then living descendants, *per stirpes*, or, if none, *per stirpes* to the living descendants of the beneficiary's nearest lineal ancestor who was a descendant of mine, or if no such descendant is then living, to my then living descendants, *per stirpes*. If I have no then living descendants the property is to be distributed under the provisions of Article Four entitled "Remote Contingent Distribution."

Section 6.03 Maximum Term for Trusts

Notwithstanding any other provision of my Will to the contrary, unless terminated earlier under other provisions of my Will, each trust created under my Will will terminate 21 years after the last to die of the descendants of my maternal and paternal grandparents who are living at the time of my death.

At that time, the remaining trust property will vest in and be distributed to the persons entitled to receive mandatory distributions of net income of the trust and in the same proportions. If no beneficiary is entitled to mandatory distributions of net income, the remaining trust property will vest in and be distributed to the beneficiaries entitled to receive discretionary distributions of net income of the trust, in equal shares *per stirpes*.

Section 6.04 Representative of a Beneficiary

The guardian of the person of a beneficiary may act for such beneficiary for all purposes under my Will or may receive information on behalf of such beneficiary.

Section 6.05 Ancillary Administration

In the event ancillary administration is required or desired and my domiciliary Executor is unable or unwilling to act as an ancillary fiduciary, my domiciliary Executor will have the power to designate, compensate, and remove the ancillary fiduciary. The ancillary fiduciary may be either a natural person or a



corporation. My domiciliary Executor may delegate to such ancillary fiduciary such powers granted to my original Executor as my Executor may deem proper, including the right to serve without bond or surety on bond. The net proceeds of the ancillary estate are to be paid over to the domiciliary Executor.

Section 6.06 Delegation of Authority; Power of Attorney

Any Fiduciary may, by an instrument in writing, delegate to any other Fiduciary the right to exercise any power, including a discretionary power, granted the Fiduciary in my Will. During the time a delegation under this Section is in effect, the Fiduciary to whom the delegation was made may exercise the power to the same extent as if the delegating Fiduciary had personally joined in the exercise of the power. The delegating Fiduciary may revoke the delegation at any time by giving written notice to the Fiduciary to whom the power was delegated.

The Fiduciary may execute and deliver a revocable or irrevocable power of attorney appointing any individual or corporation to transact any and all business on behalf of the trust. The power of attorney may grant to the attorney-in-fact all of the rights, powers, and discretion that the Fiduciary could have exercised.

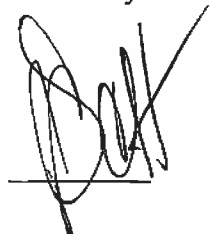
Section 6.07 Merger of Corporate Fiduciary

If any corporate fiduciary acting as my Fiduciary under my Will is merged with or transfers substantially all of its trust assets to another corporation or if a corporate fiduciary changes its name, the successor shall automatically succeed to the position of my Fiduciary as if originally named my Fiduciary. No document of acceptance of the position of my Fiduciary shall be required.

**Article Seven
Powers of My Fiduciaries**

Section 7.01 Fiduciaries' Powers Act

My Fiduciaries may, without prior authority from any court, exercise all powers conferred by my Will or by common law or by Nevada Revised Statutes or other statute of the State of Nevada or any other jurisdiction whose law applies to my Will. My Executor has absolute discretion in exercising these powers. Except as



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specifically limited by my Will, these powers extend to all property held by my fiduciaries until the actual distribution of the property.

Section 7.02 Powers Granted by State Law

In addition to all of the above powers, my Executor may, without prior authority from any court, exercise all powers conferred by my Will; by common law; by the laws of the State of Nevada, including, without limitation by reason of this enumeration, each and every power enumerated in NRS 163.265 to 163.410, inclusive; or any other jurisdiction whose law applies to my Will. My Executor has absolute discretion in exercising these powers. Except as specifically limited by my Will, these powers extend to all property held by my fiduciaries until the actual distribution of the property.

Section 7.03 Alternative Distribution Methods

My Fiduciary may make any payment provided for under my Will as follows:

Directly to the beneficiary;

In any form allowed by applicable state law for gifts or transfers to minors or persons under a disability;

To the beneficiary's guardian, conservator, agent under a durable power of attorney or caregiver for the benefit of the beneficiary; or

By direct payment of the beneficiary's expenses, made in a manner consistent with the proper exercise of the fiduciary's duties hereunder. A receipt by the recipient for any such distribution fully discharges my Fiduciary.

Article Eight
Provisions for Payment of Debts, Expenses and Taxes

Section 8.01 Payment of Debts and Expenses

I direct that all my legally enforceable debts, secured and unsecured, be paid as soon as practicable after my death.



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Section 8.02 No Apportionment

Except as otherwise provided in this Article or elsewhere in my will, my Executor shall provide for payment of all estate, inheritance and succession taxes payable by reason of my death ("death taxes") from my residuary estate as an administrative expense without apportionment and will not seek contribution toward or recovery of any death tax payments from any individual.

For the purposes of this Article, however, the term "death taxes" does not include any additional estate tax imposed by Section 2031(c)(5)(C), Section 2032A(c) or Section 2057(f) of the Internal Revenue Code or any other comparable taxes imposed by any other taxing authority. Nor does the term include any generation-skipping transfer tax, other than a direct skip.

Section 8.03 Protection of Exempt Property

Death taxes are not to be allocated to or paid from any assets that are not included in my gross estate for federal estate tax purposes. In addition, to the extent practicable, my Trustee should not pay any death taxes from assets that are exempt for generation-skipping transfer tax purposes.

Section 8.04 Protection of the Charitable Deduction

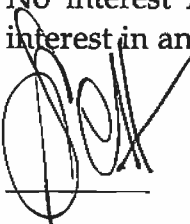
Death taxes are not to be allocated to or paid from any assets passing to any organization that qualifies for the federal estate tax charitable deduction, or from any assets passing to a split-interest charitable trust, unless my Executor has first used all other assets available to my Executor to pay the taxes.

Section 8.05 Property Passing Outside of My Will

Death taxes imposed with respect to property included in my gross estate for purposes of computing the tax and passing other than by my Will are to be apportioned among the persons and entities benefited in the proportion that the taxable value of the property or interest bears to the total taxable value of the property and interests received by all persons benefited. The values to be used for the apportionment are the values as finally determined under federal, state, or local law as the case may be.

Section 8.06 No Apportionment Between Current and Future Interests

No interest in income and no estate for years or for life or other temporary interest in any property or trust is to be subject to apportionment as between the



Last Will and Testament of THEODORE E. SCHEIDE

temporary interest and the remainder. The tax on the temporary interest and the tax, if any, on the remainder are chargeable against the corpus of the property or trust subject to the temporary interest and remainder.

Section 8.07 Tax Elections

In exercising any permitted elections regarding taxes, my fiduciaries may make any decisions that they deem to be appropriate in any circumstances, and my fiduciaries are not required to make any compensatory adjustment as a consequence of any election. My Executor may also pay taxes or interest and deal with any tax refunds, interest, or credits as my Executor deems to be necessary or advisable in the interest of my estate.

My Executor, in his or her sole and absolute discretion, may make any adjustments to the basis of my assets authorized by law, including but not limited to increasing the basis of any property included in my gross estate, whether or not passing under my Will, by allocating any amount by which the basis of my assets may be increased. My Executor is not required to allocate basis increase exclusively, primarily or at all to assets passing under my Will as opposed to other property included in my gross estate. My Executor may elect, in his or her sole and absolute discretion, to allocate basis increase to one or more assets that my Executor receives or in which my Executor has a personal interest, to the partial or total exclusion of other assets with respect to which such allocation could be made. My Executor may not be held liable to any person for the exercise of his or her discretion under this Section.

Article Nine Definitions and General Provisions

Section 9.01 Cremation Instructions

I wish that my remains be cremated and buried in accordance with my pre-paid funeral arrangements with Palm Mortuary in Las Vegas, Nevada.

Section 9.02 Definitions

For purposes of my Will and for the purposes of any trust established under my Will, the following definitions apply:



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(a) Adopted and Afterborn Persons

A legally adopted person in any generation and his or her descendants, including adopted descendants, will have the same rights and will be treated in the same manner under my Will as natural children of the adopting parent, provided the person is legally adopted before attaining the age of 18 years. A person will be deemed to be legally adopted if the adoption was legal in the jurisdiction in which it occurred at the time that it occurred.

A fetus *in utero* that is later born alive will be considered a person in being during the period of gestation.

(b) Descendants

The term "descendants" means any one or more person who follows in direct descent (as opposed to collateral descent) from a person, such as a person's children, grandchildren, or other descended individuals of any generation.

(c) Fiduciary

"Fiduciary" or "Fiduciaries" refer to my Executor. My "Executor" includes any executor, ancillary executor, administrator, or ancillary administrator, whether local or foreign, and whether of all or part of my estate, multiple Executors, and their successors.

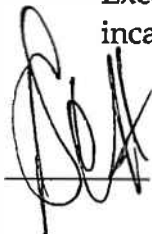
Except as otherwise provided in this Last Will and Testament, a fiduciary has no liability to any party for action (or inaction) taken in good faith.

(d) Good Faith

For the purposes of this Last Will and Testament, a fiduciary has acted in good faith if (i) its action or inaction is not a result of intentional wrongdoing, (ii) the fiduciary did not make the decision with reckless indifference to the interests of the beneficiaries, and (iii) its action or inaction does not result in an improper personal pecuniary benefit to the fiduciary.

(e) Incapacity

Except as otherwise provided in my Will, a person is deemed to be incapacitated in any of the following circumstances.



(1) The Opinion of Two Licensed Physicians

An individual is deemed to be incapacitated whenever, in the opinion of two licensed physicians, the individual is unable to effectively manage his or her property or financial affairs, whether as a result of age, illness, use of prescription medications, drugs or other substances, or any other cause.

An individual is deemed to be restored to capacity whenever the individual's personal or attending physician provides a written opinion that the individual is able to effectively manage his or her property and financial affairs.

(2) Court Determination

An individual is deemed to be incapacitated if a court of competent jurisdiction has declared the individual to be disabled, incompetent or legally incapacitated.

(3) Detention, Disappearance or Absence

An individual is deemed to be incapacitated whenever he or she cannot effectively manage his or her property or financial affairs due to the individual's unexplained disappearance or absence for more than 30 days, or whenever he or she is detained under duress.

An individual's disappearance, absence or detention under duress may be established by an affidavit of any fiduciary. The affidavit must describe the circumstances of an individual's detention under duress, disappearance, or absence and may be relied upon by any third party dealing in good faith with my fiduciary in reliance upon the affidavit.

An individual's disappearance, absence, or detention under duress may be established by an affidavit of my Executor.

A handwritten signature in black ink, appearing to be 'T. Scheide', is written over a horizontal line.

(f) Internal Revenue Code

References to the "Internal Revenue Code" or to its provisions are to the Internal Revenue Code of 1986, as amended from time to time, and the corresponding Treasury Regulations, if any. References to the "Treasury Regulations," are to the Treasury Regulations under the Internal Revenue Code in effect from time to time. If a particular provision of the Internal Revenue Code is renumbered, or the Internal Revenue Code is superseded by a subsequent federal tax law, any reference will be deemed to be made to the renumbered provision or to the corresponding provision of the subsequent law, unless to do so would clearly be contrary to my intent as expressed in my Will. The same rule applies to references to the Treasury Regulations.

(g) Legal Representative

As used in my Will, the term "legal representative" means a person's guardian, conservator, personal representative, executor, administrator, Trustee, or any other person or entity personally representing a person or the person's estate.

(h) Per Stirpes

Whenever a distribution is to be made to a person's descendants *per stirpes*, the distribution will be divided into as many equal shares as there are then-living children of that person and deceased children of that person who left then-living descendants. Each then-living child will receive one share and the share of each deceased child will be divided among the deceased child's then-living descendants in the same manner.

(i) Primary Beneficiary

The Primary Beneficiary of a trust created under this agreement is the oldest Income Beneficiary of that trust unless some other individual is specifically designated as the Primary Beneficiary of that separate trust.

(j) Shall and May

Unless otherwise specifically provided in my Will or by the context in which used, I use the word "shall" in my Will to command, direct or require, and the word "may" to allow or permit, but not



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require. In the context of my Trustee, when I use the word "may" I intend that my Trustee may act in its sole and absolute discretion unless otherwise stated in my Will.

(k) Trust

The term "trust," refers to any trusts created under the terms of my Will.

(l) Trustee

The term "my Trustee" refers to any person or entity that is from time to time acting as the Trustee and includes each Trustee individually, multiple Trustees, and their successors.

(m) Other Definitions

Except as otherwise provided in my Will, terms shall be as defined in Nevada Revised Statutes as amended after the date of my Will and after my death.

Section 9.03 Contest Provision

If any beneficiary of my Will or any trust created under the terms of my Will, alone or in conjunction with any other person engages in any of the following actions, the right of the beneficiary to take any interest given to the beneficiary under my Will or any trust created under the terms of my Will will be determined as it would have been determined as if the beneficiary predeceased me without leaving any surviving descendants.

Contests by a claim of undue influence, fraud, menace, duress, or lack of testamentary capacity, or otherwise objects in any court to the validity of (a) my Will, (b) any trust created under the terms of my Will, or (c) any beneficiary designation of an annuity, retirement plan, IRA, Keogh, pension or profit sharing plan, or insurance policy signed by me, (collectively referred to hereafter in this Section as "Document" or "Documents") or any amendments or codicils to any Document;

Seeks to obtain an adjudication in any court proceeding that a Document or any of its provisions is void, or otherwise seeks to void, nullify, or set aside a Document or any of its provisions;



Files suit on a creditor's claim filed in a probate of my estate, against my estate, or any other Document, after rejection or lack of action by the respective fiduciary;

Files a petition or other pleading to change the character (community, separate, joint tenancy, partnership, domestic partnership, real or personal, tangible or intangible) of property already so characterized by a Document;

Files a petition to impose a constructive trust or resulting trust on any assets of my estate; or

Participates in any of the above actions in a manner adverse to my estate, such as conspiring with or assisting any person who takes any of the above actions.

My Executor may defend, at the expense of my estate, any violation of this Section. A "contest" includes any action described above in an arbitration proceeding, but does not include any action described above solely in a mediation not preceded by a filing of a contest with a court.

Section 9.04 Survivorship Presumption

If any beneficiary is living at my death, but dies within 90 days thereafter, then the beneficiary will be deemed to have predeceased me for all purposes of my Will.

Section 9.05 General Provisions

The following general provisions and rules of construction apply to my Will:

(a) Singular and Plural; Gender

Unless the context requires otherwise, words denoting the singular may be construed as plural and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word "or" when used in a list of more than two items may function as both a conjunction and a disjunction as the context requires or permits.



(b) Headings of Articles, Sections, and Subsections

The headings of Articles, Sections, and subsections used within my Will are included solely for the convenience and reference of the reader. They have no significance in the interpretation or construction of my Will.

(c) Governing State Law

My Will shall be governed, construed and administered according to the laws of Nevada as from time to time amended. Questions of administration of any trust established under my Will are to be determined by the laws of the situs of administration of that trust.

(d) Notices

Unless otherwise stated, whenever my Will calls for notice, the notice will be in writing and will be personally delivered with proof of delivery, or mailed postage prepaid by certified mail, return receipt requested, to the last known address of the party requiring notice. Notice will be effective on the date personally delivered or on the date of the return receipt. If a party giving notice does not receive the return receipt but has proof that he or she mailed the notice, notice will be effective on the date it would normally have been received via certified mail. If notice is required to be given to a minor or incapacitated individual, notice will be given to the parent or legal representative of the minor or incapacitated individual.

(e) Severability

The invalidity or unenforceability of any provision of my Will does not affect the validity or enforceability of any other provision of my Will. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of my Will are to be interpreted and construed as if any invalid provision had never been included in my Will.

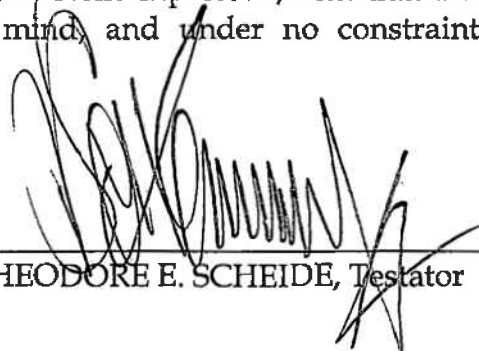
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Last Will and Testament of THEODORE E. SCHEIDE
Page 15

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P-EP-000031

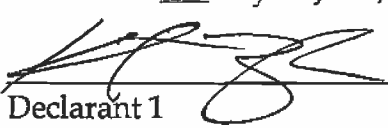
I, THEODORE E. SCHEIDE, sign my name to this instrument consisting of sixteen (16) pages on June 8, 2012, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and Testament, that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.



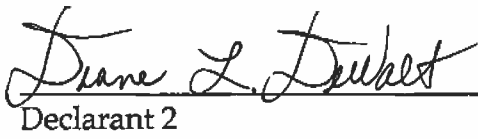
THEODORE E. SCHEIDE, Testator

Under penalty of perjury pursuant to the law of the State of Nevada, the undersigned, Kristin M. Tyler and DIANE L. DeWalt, declare that the following is true of their own knowledge: That they witnessed the execution of the foregoing will of the testator, THEODORE E. SCHEIDE; that the testator subscribed the will and declared it to be his last will and testament in their presence; that they thereafter subscribed the will as witnesses in the presence of the testator and in the presence of each other and at the request of the testator; and that the testator at the time of the execution of the will appeared to them to be of full age and of sound mind and memory.

Dated this 8 day of June, 2012.



Declarant 1



Declarant 2

Residing at:
541 Sierra Morena St
Las Vegas, NV 89144

Residing at:
8209 Jo Marcy Drive
Las Vegas, NV 89131



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AFF
Todd L. Moody (5430)
Russel J. Geist (9030)
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Peccole Professional Park
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Las Vegas, Nevada 89145
(702) 385-2500
(702) 385-2086
rgeist@hutchlegal.com

*Attorneys for St. Jude Children's
Research Hospital*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of the Estate of

THEODORE E. SCHEIDE JR. aka
THEODORE ERNEST SCHEIDE JR.,

Deceased.

Case No.: P-14-082619-E
Dept No.: PCI

AFFIDAVIT OF PROOF OF LOST WILL

I, KRISTIN M. TYLER, being first duly sworn, do hereby declare to the undersigned authority that I was a Witness to the Last Will and Testament dated October 2, 2012 ("Last Will") of THEODORE E. SCHEIDE, JR., also sometimes known as THEODORE E. SCHEIDE ("Decedent"), and did sign as a witness on that Last Will. I can further attest that the Decedent signed and executed the instrument as his Last Will on October 2, 2012, and that he signed it willingly, and that he executed it as his free and voluntary act for the purposes therein expressed and to the best of my knowledge the Decedent was at that time eighteen years of age or older, of sound mind and under no constraint or undue influence.

I further attest that the Decedent signed and executed the Last Will dated October 2, 2012 in the presence of myself and Diane DeWalt, and we both subscribed the Attestation to the Last Will in the presence of the Decedent.

I further attest that the Decedent contacted me as his estate planning counsel to

1 discuss changes in his wishes expressed in his previous Last Will and Testament dated June
2 8, 2012, which I had drafted as the attorney for the Decedent and was the Decedent's regular
3 course of action when he wanted to change the wishes expressed in his prior estate planning
4 documents. Specifically, the Decedent wanted to remove the nomination of KAREN
5 HOAGLAND as the Executor under Article Five of the Last Will and Testament dated June
6 8, 2012, and instead appoint PATRICIA BOWLIN as the Executor.

7 I further attest that in discussing the preparation of Last Will dated October 2, 2012,
8 the Decedent did not express any desire to change the disposition of his residuary estate
9 which was then designated to VELMA G. SHAY, if living, otherwise to ST. JUDE
10 CHILDREN'S RESEARCH HOSPITAL.

11 I further attest that I remained in contact with the Decedent after he executed his Last
12 Will dated October 2, 2012, as his health and mental condition declined afterward, and

13 I further attest that I continued to represent and advise the Decedent as his estate
14 planning counsel until NEVADA GUARDIAN SERVICES, LLC was appointed his
15 temporary guardian on February 18, 2014 and his general guardian over his person and estate
16 on March 19, 2014.

17 I can further attest that at no time after executing his Last Will dated October 2, 2012,
18 did the Decedent express to me any intention to change the disposition of his residuary estate
19 which was then designated to VELMA G. SHAY, if living, otherwise to ST. JUDE
20 CHILDREN'S RESEARCH HOSPITAL.

21 I further attest that, to my knowledge, the Decedent did not intentionally destroy or
22 revoke the Last Will dated October 2, 2012, and that to the best of my knowledge this was
23 the Decedent's Last Will and Testament. I can further attest that, to the best of my
24 knowledge, the Last Will dated October 2, 2012, was in existence at the death of the
25 Decedent.

26 I further attest that, after the death of the Decedent, I was contacted by
27 NEVADA GUARDIAN SERVICES, LLC or its counsel and asked if I had the original of
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Last Will dated October 2, 2012. I informed NEVADA GUARDIAN SERVICES, LLC or its counsel that the Decedent chose to retain the original executed Last Will dated October 2, 2012, but that I had the original of the Decedent's Last Will and Testament dated June 8, 2012, which differed only in the nomination of the Executor. I was not asked for the original of the Decedent's Last Will and Testament dated June 8, 2012, nor was I contacted by NEVADA GUARDIAN SERVICES, LLC or its counsel regarding the Decedent's estate to provide an affidavit of lost will pursuant to NRS 136.240(4) regarding the Last Will dated October 2, 2012.

DATED this September 7, 2016.


KRISTIN M. TYLER

STATE OF NEVADA)
) ss.
COUNTY OF CLARK

Subscribed and Sworn to before me this 7th day of September, 2016.


Notary Public



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AFF
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Russel J. Geist (9030)
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Las Vegas, Nevada 89145
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rgeist@hutchlegal.com

*Attorneys for St. Jude Children's
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**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of the Estate of
THEODORE E. SCHEIDE JR. aka
THEODORE ERNEST SCHEIDE JR.,

Deceased.

Case No.: P-14-082619-E
Dept No.: PCI

AFFIDAVIT OF PROOF OF LOST WILL

I, DIANE L. DeWALT, being first duly sworn, do hereby declare to the undersigned authority that I was a Witness to the Last Will and Testament dated October 2, 2012 ("Last Will") of THEODORE E. SCHEIDE, JR., also sometimes known as THEODORE E. SCHEIDE ("Decedent"), and did sign as a witness on that Last Will. I can further attest that the Decedent signed and executed the instrument as his Last Will on October 2, 2012, and that he signed it willingly, and that he executed it as his free and voluntary act for the purposes therein expressed and to the best of my knowledge the Decedent was at that time eighteen years of age or older, of sound mind and under no constraint or undue influence.

I further attest that the Decedent signed and executed the Last Will dated October 2, 2012 in the presence of myself and THEODORE E. SCHEIDE, and we both subscribed the Attestation to the Last Will in the presence of the Decedent.

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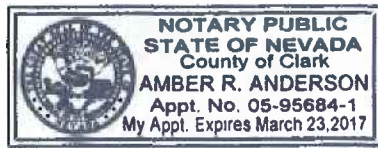
I further attest that, to my knowledge, the Decedent did not intentionally destroy or revoke the Last Will, dated October 2, 2012 , and that to the best of my knowledge this was the Decedent's Last Will and Testament.

DATED this July 26, 2016.

Diane L. DeWalt
DIANE L. DeWALT

STATE OF NEVADA)
COUNTY OF CLARK) ss.

Subscribed and Sworn to before me this 26 day of July, 2016.



Amber R. Anderson
Notary Public