

Stephanie S. [Signature]
CLERK OF THE COURT

DVJ

Spouse's Name: CHARI DANA COLMAN
Address: 5788 Turtle River Ave
City, State, Zip: LAS VEGAS, NV 89156-2791
Phone: (702) 437-7075
Email: chari.dana.colman@comcast.net

Spouse's Name: PAUL VALERIO COLMAN
Address: 5788 Turtle River Ave
City, State, Zip: LAS VEGAS, NV 89156-2791
Phone: (702) 437-7075
Email: paucolman@hotmail.com
Self-Represented

DISTRICT COURT
CLARK COUNTY, NEVADA

CHARI DANA COLMAN
First Joint Petitioner (Spouse Name),

And

PAUL VALERIO COLMAN
Second Joint Petitioner (Spouse Name)

CASE N:
DEPT:

D-17-557861-Z
DEPT: P

JOINT PETITION FOR DIVORCE (No Children)

Petitioners, in proper person, hereby petition this Court pursuant to the terms of Chapter 125 of the Nevada Revised Statutes, to grant them a divorce. Petitioners respectfully show, and under oath, state to the Court that every condition of NRS 125.181 has been met and further state as follows:

1. **Residency.** The following spouse has been a resident of the State of Nevada for at least six weeks prior to filing this Complaint and intends to make Nevada his/her home for an indefinite period of time: (name of Nevada resident) CHARI COLMAN.
2. **Marriage.** The parties were married on (date) 12-15-2009 in (city) LAS VEGAS, (state) NEVADA. The parties are incompatible.

3. The current addresses of the Petitioners are:

First Petitioner:

Name: Chani A. Coleman

Address: 5986 Turtle River Ave

City, State, Zip: Las Vegas, NV 89152-4799

Second Petitioner:

Name: Wesley V. Coleman

Address: 5986 Turtle River Ave

City, State, Zip: Las Vegas, NV 89152-4799

4. Children. There are no minor children in common born to or adopted by the Petitioners. (☒ check one)

☒ Neither spouse is pregnant.

☐ The following spouse is pregnant: (name of pregnant spouse) _____.

The other spouse ☐ is / ☐ is not the parent of the unborn child. The child is due to be born on (date): _____.

☐ It is unknown whether either spouse is currently pregnant.

5. Division of Community Property. (☒ check one)

☒ There is no community property to divide.

☐ Any community property has already been divided.

☐ The community property should be divided as follows:

(Name of spouse) _____ shall receive:

1. _____
2. _____
3. _____
4. _____

(Name of spouse) _____ shall receive:

1. _____
2. _____
3. _____
4. _____

6. Division of Community Debt. (☒ check one)

- ☒ There is no community debt to divide.
- ☐ Any community debt has already been divided.
- ☐ The community debt should be divided as follows:

(Name of spouse) _____ shall be liable for:

1. _____
2. _____
3. _____
4. _____

(Name of spouse) _____ shall be liable for:

1. _____
2. _____
3. _____
4. _____

7. Alimony. (☒ check one)

- ☒ Neither petitioner should be awarded alimony.

☐ (Name of spouse who will pay alimony) _____
should pay (amount) \$_____ per month in alimony for the next (number)
_____ years. Spousal support should begin on (date) _____ and
end on (date) _____.

8. Name Change. (☒ check all that apply)

- ☒ Neither party changed their name or neither party wishes to have a former or maiden name restored.
- ☐ The name of (spouse's name) _____ should be restored to his / her former or maiden name of (write the full name the person wants to go back to) _____.
- ☐ The name of (spouse's name) _____ should be restored to his / her former or maiden name of (write the full name the person wants to go back to) _____.

9. Petitioners certify that they have disclosed all community assets and debts and that there are no other community assets or debts for this Court to divide.
10. Petitioners hereby request that this Court enter a Decree of Divorce, incorporating into that Decree the provisions made in this Joint Petition.
11. It is understood by the Petitioners that entry of a Decree of Divorce constitutes a final adjudication of the rights and obligations of the parties with respect to the status of the marriage. Petitioners each expressly give up their respective rights to receive written notice of entry of any judgment or decree of divorce, and Petitioners give up their right to request formal findings of fact and conclusions of law. Petitioners waive their right to appeal the Decree of Divorce, and the right to move for a new trial.
12. It is further understood by the Petitioners that a final Decree of Divorce entered by this summary procedure does not prejudice or prevent the rights of either Petitioner to bring an action to set aside the final decree for fraud, duress, accident, mistake, or the grounds recognized at law or in equity.

Petitioners request:

1. That they be granted a Decree of Divorce and that each of the Petitioners be restored to the status of a single, unmarried person;
2. That the terms agreed upon in this Joint Petition be included in the Decree.

Date: August 29, 2017
Charles A. Coleman
(First Petitioner's signature)

Charles A. Coleman
(First Petitioner's printed name)

Date: August 29, 2017
Paul V. Coleman
(Second Petitioner's signature)

Paul V. Coleman
(Second Petitioner's printed name)

FIRST PETITIONER'S VERIFICATION

STATE OF NEVADA)
)
COUNTY OF CLARK)

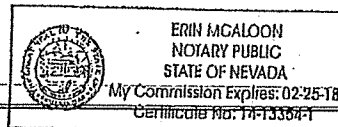
(Spouse's name) Charli A. Colman being first duly sworn under penalties of perjury, deposes and says:

I am the Petitioner herein, and I have read the foregoing Joint Petition for Divorce and know the contents thereof; that the pleading is true to the best of my own knowledge, except as to those matters therein stated upon information and belief, and as to those matters, I believe them to be true.

Charli A. Colman
(Spouse's signature)

Signed and sworn to (or affirmed) before me on
(date) 8/29/2017 by (name) CHARLI COLMAN

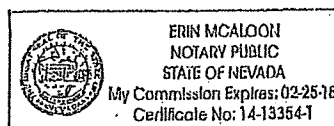
[Signature]
Signature of notarial officer



STATE OF NEVADA)
)
COUNTY OF CLARK)

On this 29th day of August 2017, personally appeared before me, a Notary Public, (Spouse's name) Charli Colman, known or proved to me to be the person who executed the foregoing Joint Petition for Divorce, and who acknowledged to me that he/she did so freely and voluntarily and for the uses and purposes herein stated.

[Signature]
Signature of notarial officer




SECOND PETITIONER'S VERIFICATION


STATE OF NEVADA)
)
COUNTY OF CLARK)

(Spouse's name) Paul V. Colman being first duly sworn under penalties of perjury, deposes and says:

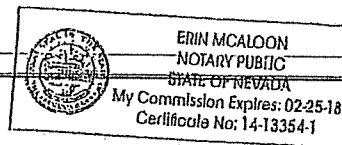
I am the Petitioner herein, and I have read the foregoing Joint Petition for Divorce and know the contents thereof; that the pleading is true to the best of my own knowledge, except as to those matters therein stated upon information and belief, and as to those matters, I believe them to be true.


(Spouse's signature)

Signed and sworn to (or affirmed) before me on
(date) 8/29/2017 by (name) Paul Colman



Signature of notarial officer



STATE OF NEVADA)
)
COUNTY OF CLARK)

On this 29th day of August 20 17, personally appeared before me, a Notary Public, (Spouse's name) Paul Colman, known or proved to me to be the person who executed the foregoing Joint Petition for Divorce, and who acknowledged to me that he/she did so freely and voluntarily and for the uses and purposes herein stated.



Signature of notarial officer

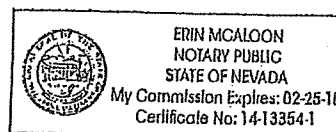


Exhibit 6

Exhibit 6

Electronically Filed
09/28/2017

Alana S. Spencer
CLERK OF THE COURT

DECD

Spouse's Name: CHARI COLMAN
Address: 5988 TURTLE RIVER AVE
City, State, Zip: LV NV 89156
Phone: _____
Email: _____

Spouse's Name: PAUL COLMAN
Address: 5988 TURTLE RIVER AVE
City, State, Zip: LV NV 89156
Phone: _____
Email: _____

Self-Represented

DISTRICT COURT
CLARK COUNTY, NEVADA

CHARI COLMAN
First Joint Petitioner (Spouse Name),
And
PAUL COLMAN
Second Joint Petitioner (Spouse Name).

CASE NO.: D-17-557861-Z
DEPT: DEPT: P

DECREE OF DIVORCE

The above entitled cause, having been submitted to this Court for decision pursuant to Chapter 125 of the Nevada Revised Statutes, and based upon the Joint Petition by the Petitioners, and all of the papers and pleadings on file, the Court finds as follows:

1. That all of the allegations contained in the documents on file are true;
2. That all of the requirements of NRS 125.181 and NRS 125.182 have been met;
3. That (name of party who lives in Nevada) CHARI COLMAN is now and has been an actual bona fide resident of the State of Nevada and has been actually domiciled in the State of Nevada for more than six weeks immediately prior to the commencement of this action.

RECEIVED

AUG 31 2017

Joint Petition
FAMILY COURT
DEPARTMENT P

Settled/Withdrawn:
☒ Without Judicial Conf/Hrg
☐ With Judicial Conf/Hrg
☐ ADR
☐ Dismissed - Want of Prosecution
☐ Involuntary (Statutory) Dismissal
☐ Default Judgment
☐ Other
☐ Judgment reached by Trial
☐ Agreed After Trial Start

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1 4. That Petitioners were married on (date) Dec. 15, 2009 in the city of
2 LAS VEGAS, State of NV and have since
3 remained married. The parties have become, and continue to be, incompatible in
4 marriage, and no reconciliation is possible. The Petitioners are entitled to a Decree of
5 Divorce.

6 5. **Pregnancy.** (☒ check one)

7 ☒ Neither spouse is pregnant.

8 ☐ The following spouse is pregnant: (name of pregnant spouse) _____

9 The other spouse ☐ is / ☐ is not the parent of the unborn child. The child is due to be
10 born on (date): _____.

11 6. That the Petitioners have no minor children in common who are either biological or
12 adopted.

13 7. That the Petitioners have entered into an equitable agreement settling all issues
14 regarding the division and distribution of assets and debts which is outlined in the Joint
15 Petition, a filed copy of which is attached as Exhibit A. The Petitioners request that this
16 ~~agreement be ratified, confirmed, and incorporated into this Decree as though fully set~~
17 forth.

18 8. That the Petitioners have entered into an equitable agreement settling the issue of
19 spousal support which is outlined in the Joint Petition, a filed copy of which is attached
20 as Exhibit A. The Petitioners request that this agreement be ratified, confirmed, and
21 incorporated into this Decree as though fully set forth.

22 9. That this Court has complete jurisdiction to enter this Decree and the orders regarding
23 the distribution of assets and debts.

24 10. That the Petitioners waive their rights to a written notice of entry of decree or judgment,
25 to request findings of fact and conclusions of law, to appeal, and to move for a new trial.

26 11. That any other necessary findings of fact are attached and incorporated herein.
27
28

NOW THEREFORE, IT IS HEREBY ORDERED that the bonds of matrimony now existing between the parties are hereby wholly dissolved, and an absolute Decree of Divorce is hereby granted to the parties, and each of the parties are hereby restored to the status of a single, unmarried person.

IT IS FURTHER ORDERED that the terms, as stated in the Petitioner's Joint Petition, regarding the division of assets and debts are hereby ratified, confirmed and incorporated into this Decree as though fully set forth.

IT IS FURTHER ORDERED that the terms, as stated in the Petitioner's Joint Petition, regarding the issue of spousal support are hereby ratified, confirmed and incorporated into this Decree as though fully set forth.

IT IS FURTHER ORDERED that (☒ check all that apply)

☒ Neither party changed their name or neither party wishes to have a former or maiden name restored.

☐ The name of (spouse's name) _____ should be restored to his / her former or maiden name of (write full name the person wants to go back to) _____.

☐ The name of (spouse's name) _____ should be restored to his / her former or maiden name of (write full name the person wants to go back to) _____.

IT IS FURTHER ORDERED that each party shall submit the information required in NRS 125.130 on a separate form to the Court. Such information shall be maintained by the Clerk in a confidential manner and not part of the public record.

DATED this 27 day of September, 2017.


DISTRICT COURT JUDGE

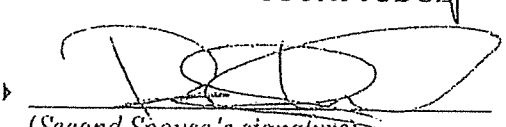
Respectfully Submitted By:

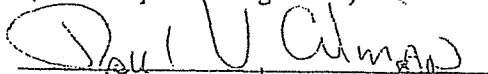


(First Spouse's signature)



(First Spouse's printed name)


(Second Spouse's signature)


(Second Spouse's printed name)

(Attach a filed copy of the Petitioner's Joint Petition for Divorce as Exhibit A)

Electronically Filed
08/29/2017

Heather K. Stinson
CLERK OF THE COURT

DVI

Spouse's Name: Charli Dawn Colman
Address: 5788 Turtle River Drive
City, State, Zip: Las Vegas NV 89156-4771
Phone: 702-437-7075
Email: charlicolman@charli.com

Spouse's Name: Rui Valsen Colman
Address: 5788 Turtle River Drive
City, State, Zip: Las Vegas NV 89156-4771
Phone: 702-437-7075
Email: rvcolman@charli.com
Self-Represented

DISTRICT COURT
CLARK COUNTY, NEVADA

Charli Dawn Colman
First Joint Petitioner (Spouse Name),

And

Rui Valsen Colman
Second Joint Petitioner (Spouse Name)

CASE N:
DEPT:

D-17-557861-Z
DEPT: P

JOINT PETITION FOR DIVORCE (No Children)

Petitioners, in proper person, hereby petition this Court pursuant to the terms of Chapter 125 of the Nevada Revised Statutes, to grant them a divorce. Petitioners respectfully show, and under oath, state to the Court that every condition of NRS 125.181 has been met and further state as follows:

1. Residency. The following spouse has been a resident of the State of Nevada for at least six weeks prior to filing this Complaint and intends to make Nevada his/her home for an indefinite period of time: (name of Nevada resident) CHARLI COLMAN.
2. Marriage. The parties were married on (date) Dec 15 2009 in (city) Las Vegas, (state) Nevada. The parties are incompatible.

3. The current addresses of the Petitioners are:

First Petitioner:

Name: Chari D. Coleman

Address: 5986 Turtle River Ave

City, State, Zip: Las Vegas, NV 89151-5247

Second Petitioner:

Name: Walter V. Coleman

Address: 5986 Turtle River Ave

City, State, Zip: Las Vegas, NV 89151-5247

4. Children. There are no minor children in common born to or adopted by the Petitioners. (☒ check one)

☒ Neither spouse is pregnant.

☐ The following spouse is pregnant: (name of pregnant spouse) _____

The other spouse ☐ is / ☐ is not the parent of the unborn child. The child is due to be born on (date): _____

☐ It is unknown whether either spouse is currently pregnant.

5. Division of Community Property. (☒ check one)

☒ There is no community property to divide.

☐ Any community property has already been divided.

☐ The community property should be divided as follows:

(Name of spouse) _____ shall receive:

1. _____
2. _____
3. _____
4. _____

(Name of spouse) _____ shall receive:

1. _____
2. _____
3. _____
4. _____

6. Division of Community Debt. (☒ check one)

- ☒ There is no community debt to divide.
- ☐ Any community debt has already been divided.
- ☐ The community debt should be divided as follows:

(Name of spouse) _____ shall be liable for:

1. _____
2. _____
3. _____
4. _____

(Name of spouse) _____ shall be liable for:

1. _____
2. _____
3. _____
4. _____

7. Alimony. (☒ check one)

- ☒ Neither petitioner should be awarded alimony.

☐ (Name of spouse who will pay alimony) _____
should pay (amount) \$ _____ per month in alimony for the next (number)
_____ years. Spousal support should begin on (date) _____ and
end on (date) _____.

8. Name Change. (☒ check all that apply)

- ☒ Neither party changed their name or neither party wishes to have a former or maiden name restored.
- ☐ The name of (spouse's name) _____ should be restored to his / her former or maiden name of (write the full name the person wants to go back to) _____.
- ☐ The name of (spouse's name) _____ should be restored to his / her former or maiden name of (write the full name the person wants to go back to) _____.

9. Petitioners certify that they have disclosed all community assets and debts and that there are no other community assets or debts for this Court to divide.

10. Petitioners hereby request that this Court enter a Decree of Divorce, incorporating into that Decree the provisions made in this Joint Petition.

11. It is understood by the Petitioners that entry of a Decree of Divorce constitutes a final adjudication of the rights and obligations of the parties with respect to the status of the marriage. Petitioners each expressly give up their respective rights to receive written notice of entry of any judgment or decree of divorce, and Petitioners give up their right to request formal findings of fact and conclusions of law. Petitioners waive their right to appeal the Decree of Divorce, and the right to move for a new trial.

12. It is further understood by the Petitioners that a final Decree of Divorce entered by this summary procedure does not prejudice or prevent the rights of either Petitioner to bring an action to set aside the final decree for fraud, duress, accident, mistake, or the grounds recognized at law or in equity.

Petitioners request:

1. That they be granted a Decree of Divorce and that each of the Petitioners be restored to the status of a single, unmarried person;
2. That the terms agreed upon in this Joint Petition be included in the Decree.

Date: August 29, 2017
Charles A. Coleman
(First Petitioner's signature)

Charles A. Coleman
(First Petitioner's printed name)

Date: August 29, 2017
Paul V. Coleman
(Second Petitioner's signature)

Paul V. Coleman
(Second Petitioner's printed name)

FIRST PETITIONER'S VERIFICATION

STATE OF NEVADA)
)
COUNTY OF CLARK)

(Spouse's name) CHARI A. COLMAN being first duly sworn under penalties of perjury, deposes and says:

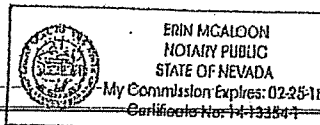
I am the Petitioner herein, and I have read the foregoing Joint Petition for Divorce and know the contents thereof; that the pleading is true to the best of my own knowledge, except as to those matters therein stated upon information and belief, and as to those matters, I believe them to be true.

CHARI A. COLMAN
(Spouse's signature)

Signed and sworn to (or affirmed) before me on

(date) 8/29/2017 by (name) CHARI COLMAN

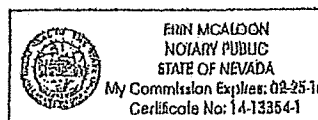
[Signature]
Signature of notarial officer



STATE OF NEVADA)
)
COUNTY OF CLARK)

On this 29th day of August, 2017, personally appeared before me, a Notary Public, (Spouse's name) CHARI COLMAN, known or proved to me to be the person who executed the foregoing Joint Petition for Divorce, and who acknowledged to me that he/she did so freely and voluntarily and for the uses and purposes herein stated.

[Signature]
Signature of notarial officer




SECOND PETITIONER'S VERIFICATION

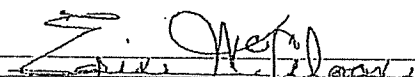
STATE OF NEVADA)
)
COUNTY OF CLARK)

(Spouse's name) Paul V. Colman being first duly sworn under penalties of perjury, deposes and says:

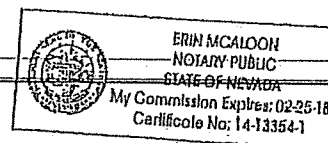
I am the Petitioner herein, and I have read the foregoing Joint Petition for Divorce and know the contents thereof; that the pleading is true to the best of my own knowledge, except as to those matters therein stated upon information and belief, and as to those matters, I believe them to be true.


(Spouse's signature)

Signed and sworn to (or affirmed) before me on
(date) 8/29/2017 by (name) PAUL COLMAN



Signature of notarial officer

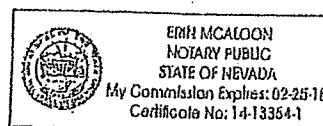


STATE OF NEVADA)
)
COUNTY OF CLARK)

On this 29th day of August 20 17, personally appeared before me, a Notary Public, (Spouse's name) PAUL COLMAN, known or proved to me to be the person who executed the foregoing Joint Petition for Divorce, and who acknowledged to me that he/she did so freely and voluntarily and for the uses and purposes herein stated.



Signature of notarial officer



STATE OF NEVADA

CERTIFICATION OF VITAL RECORD

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
VITAL STATISTICS

CASE FILE NO. 3983888

CERTIFICATE OF DEATH

2017019460

STATE FILE NUMBER

TYPE OR
PRINT IN
PERMANENT
BLACK INK

PRECEDENT

IF DEATH
OCCURRED IN
STITUTION SEE
HANDBOOK
REGARDING
COMPLETION OF
RESIDENCE
ITEMS

PARENTS

POSITION

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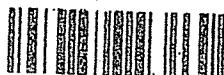
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| | | | | | |
|---|--|---|--|---|--|
| 1a. DECEASED-NAME (FIRST,MIDDLE,LAST,SUFFIX) Chari Ann COLMAN | | 2. DATE OF DEATH (Mo/Day/Year) October 18, 2017 | | 3a. COUNTRY OF DEATH Clark | |
| 3b. CITY, TOWN, OR LOCATION OF DEATH Las Vegas | | 3c. HOSPITAL OR OTHER INSTITUTION - Name (If not either, give street and city) 5988 Turtle River Ave | | 3e. If Hosp. or Inst. indicate DOA, OPI/Emer. Rm. Home | |
| 5. RACE (Specify) White | | 6. Hispanic Origin? Specify No - Non-Hispanic | | 7a. AGE-Last birthday (Years) 69 | |
| 7b. UNDER 1 YEAR MOS | | 7c. UNDER 1 DAY HOURS | | 7d. UNDER 1 MIN MIN | |
| 9a. STATE OF BIRTH (If not US/CA, name country) California | | 9b. CITIZEN OF WHAT COUNTRY United States | | 10. EDUCATION 16 | |
| 11. MARITAL STATUS (Specify) Married | | 12. SURVIVING SPOUSE'S NAME (Last name prior to first marriage) Paul V COLMAN | | 8. DATE OF BIRTH (Mo/Day/Yr) November 15, 1947 | |
| 13. SOCIAL SECURITY NUMBER 550-78-8628 | | 14a. USUAL OCCUPATION (Give Kind of Work Done During Most of Supervisor | | 14b. KIND OF BUSINESS OR INDUSTRY Casino | |
| 15a. RESIDENCE - STATE Nevada | | 15b. COUNTY Clark | | 15c. CITY, TOWN OR LOCATION Las Vegas | |
| 15d. STREET AND NUMBER 5988 Turtle River Ave | | 15e. INSIDE CITY LIMITS (Specify Yes or No) No | | Ever in US Armed Forces? No | |
| 16. FATHER/PARENT - NAME (First Middle Last Suffix) Charles A FRAZIER | | 17. MOTHER/PARENT - NAME (First Middle Last Suffix) Bertha L DEVERS | | | |
| 18a. INFORMANT-NAME (Type or Print) Paul V. COLMAN | | 18b. MAILING ADDRESS (Street or R.F.D. No, City or Town, State, Zip) 5988 Turtle River Ave., Las Vegas, Nevada 89156 | | | |
| 19a. BURIAL, CREMATION, REMOVAL, OTHER (Specify) Cremation | | 19b. CEMETERY OR CREMATORY - NAME Paradise Valley Crematory | | 19c. LOCATION City or Town State Las Vegas Nevada 89119 | |
| 20a. FUNERAL DIRECTOR - SIGNATURE (Or Person Acting as Such) ALLEN KOPP | | 20b. FUNERAL DIRECTOR LICENSE NUMBER FD772 | | 20c. NAME AND ADDRESS OF FACILITY Davis Funeral Home and Memorial Park 6200 S Eastern Las Vegas NV 89119 | |
| 20d. SIGNATURE AUTHENTICATED | | | | | |
| 21a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title) JENNIFER N CORNEAL MD | | 21b. DATE SIGNED (Mo/Day/Yr) October 20, 2017 | | 21c. HOUR OF DEATH 15:00 | |
| 21d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print) Jennifer N Corneal MD 1704 Pinto Lane Las Vegas, NV 89106 | | 22a. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title) JENNIFER N CORNEAL MD | | 22b. DATE SIGNED (Mo/Day/Yr) October 20, 2017 | |
| | | 22c. HOUR OF DEATH 15:00 | | 22d. PRONOUNCED DEAD (Mo/Day/Yr) October 18, 2017 | |
| | | 22e. PRONOUNCED DEAD AT (Hour) 15:00 | | | |
| 23a. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, ATTENDING PHYSICIAN, MEDICAL EXAMINER, OR CORONER) (Type or Print) Jennifer N Corneal MD 1704 Pinto Lane Las Vegas, NV 89106 | | 23b. LICENSE NUMBER 15917 | | | |
| 24a. REGISTRAR (Signature) NANCY BARRY | | 24b. DATE RECEIVED BY REGISTRAR (Mo/Day/Yr) October 20, 2017 | | 24c. DEATH DUE TO COMMUNICABLE DISEASE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | |
| 24d. SIGNATURE AUTHENTICATED | | | | | |
| 25. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).) PART I (a) Hypertensive And Arteriosclerotic Cardiovascular Disease DUE TO, OR AS A CONSEQUENCE OF: (b) DUE TO, OR AS A CONSEQUENCE OF: (c) DUE TO, OR AS A CONSEQUENCE OF: (d) Interval between onset and death | | | | | |
| PART II OTHER SIGNIFICANT CONDITIONS-Conditions contributing to death but not resulting in the underlying cause given in Part 1. Diabetes Mellitus; Chronic Obstructive Pulmonary Disease | | | | | |
| 26a. ACC., SUICIDE, HOM., UNDET. OR PENDING INVEST. (Specify) No | | 26b. DATE OF INJURY (Mo/Day/Yr) No | | 26c. HOUR OF INJURY No | |
| 26d. DESCRIBE HOW INJURY OCCURRED No | | 26e. AUTOPSY (Specify Yes or No) No | | 26f. WAS CASE REFERRED TO CORONER (Specify Yes or No) Yes | |
| 27a. INJURY AT WORK (Specify Yes or No) No | | 27b. PLACE OF INJURY- At home, farm, street, factory, office building, etc. (Specify) No | | 27c. LOCATION STREET OR R.F.D. No. CITY OR TOWN STATE No | |

STATE REGISTRAR

"CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE WITH THE REGISTRAR OF VITAL STATISTICS, STATE OF NEVADA." This copy was issued by the Southern Nevada Health District from State certified documents authorized by state Board of Health pursuant to NRS 440.175.

VRS-Rev-20120523a



472623

DATE ISSUED:

OCT 23 2017

Registrar of Vital Statistics

By:

J. Corneal

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SOUTHERN NEVADA HEALTH DISTRICT • P.O. Box 3902 • Las Vegas, NV 89127 • 702-759-1010 • Tax ID # 88-0151573

COL 00074

A.P.N. 140-15-317-012

Steven D. Grierson

NOLP

KENNEDY E. LEE (State Bar No. 12429)
DANIEL P. KIEFER (State Bar No. 12419)
RUSHFORTH LEE & KIEFER, LLP
1707 Village Center Circle, Suite 150
Las Vegas, NV 89134
Phone: (702) 255-4552
Fax: (702) 255-4677
Email: probate@rlklegal.com
Attorneys for Tonya Collier

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the

Colman Family Revocable Living Trust,
dated June 23, 2011,

A Non-Testamentary Trust.

Case No. P-17-093518-T
Department PC1 (Probate)

NOTICE OF LIS PENDENS

NOTICE IS HEREBY GIVEN that a "Petition to Assume Jurisdiction of Trust, and for Confirmation of Beneficiary of Real Property" (the "Petition") has been filed in the above titled action.

in the District Court of Clark County, Nevada, by Petitioner, Tonya Collier, beneficiary of the Colman Family Revocable Living Trust, dated June 23, 2011, against Respondents Paul Valer Colman. The Petition seeks to have Tonya Collier declared the rightful beneficiary to certain real property (which is currently titled in the name of the above referenced trust) which is situated in Clark County, Nevada (the "Property"). The Property is commonly known as 5988 Turtle River Avenue, Las Vegas, NV 89156, APN 140-15-317-012, and formally known by the legal description contained on the following page.

///

///

///

///

KENNEDY E. LEE & DANIEL P. KIEFER LLP
TRUST AND ESTATE ATTORNEYS

1 PARCEL ONE (1):
2 LOT 374 IN BLOCK 1 OF YORKSHIRE HEIGHTS - PHASE 3, AS SHOWN BY MAP THEREOF ON
3 FILE IN BOOK 93 OF PLATS, PAGE 30, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK
4 COUNTY, NEVADA.
5 PARCEL TWO (2):
6 A NON-EXCLUSIVE EASEMENT FOR INGRESS/EGRESS, USE AND ENJOYMENT, OVER THOSE
7 PORTIONS OF SAID MAP DELINEATED AS "PRIVATE STREETS/P.U.E." AS SHOWN BY MAP
8 THEREOF ON FILE IN BOOK 93 OF PLATS, PAGE 30, OFFICIAL RECORDS OF THE COUNTY
9 RECORDER OF CLARK COUNTY, NEVADA, AND FURTHER DESCRIBED IN THAT CERTAIN
10 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED September 24,
11 1999 IN BOOK 990924 AS DOCUMENT NO. 01463, CLARK COUNTY, NEVADA.

12 Assessor's Parcel Number: 140-15-317-012

13 Respectfully submitted by:

14 

15 KENNEDY E. LEE (State Bar No. 12429)
16 DANIEL P. KIEFER (State Bar No. 12419)
17 Attorneys for Tonya Collier

NOV 13 2017

DATE

Inst #: 200908140001937

Fees: \$16.00 N/C Fee: \$0.00

RPTT: \$433.50 Ex: #

08/14/2009 09:13:03 AM

Receipt #: 15361

Requestor:

TICOR TITLE LAS VEGAS

Recorded By: RNS Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN No.: 140-15-317-012

WHEN RECORDED MAIL TO:

Chari Hayes

5988 Turtle River Ave.

Las Vegas, NV 89156

MAIL TAX STATEMENTS TO:

Same As Above

Escrow No. 9154183-JEH

SPACE ABOVE FOR RECORDER'S USE ONLY

R.P.T.T. \$ 433.50

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That HSB Bank USA, National Association, as Trustee for WFASC Home Equity Asset-Backed Certificates, Series 2007-1

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do/does hereby Grant, Bargain, Sell and Convey to Chari Hayes, a single woman

all that real property situated in the County of Clark, State of Nevada, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

SEE PAGE TWO (2) FOR SIGNATURES AND NOTARY ACKNOWLEDGEMENT

SIGNATURES AND NOTARY ACKNOWLEDGEMENT FOR GRANT, BARGAIN, SALE DEED.

HSBC Bank USA, National Association, as Trustee
for WFASC Home Equity Asset-Backed
Certificates, Series 2007-1

Janene Brennan **JANENE BRENNAN**
Vice President Loan Documentation
Janene Brennan
Vice President Loan
Documentation
By Wells Fargo Bank, N.A., as attorney in fact
for HSBC Bank USA, National Association, as
Trustee for WFASC Home Equity Asset-Backed
Certificates, Series 2007-1

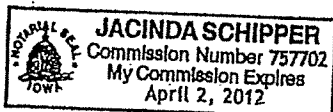
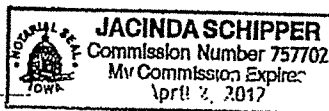
STATE OF Iowa) ss:
COUNTY OF Polk

On this 7/29/09
appeared before me, a Notary Public,

Janene Brennan

personally known or proven to me to be the person(s)
whose name(s) is/are subscribed to the above
instrument, who acknowledged that he/she/they executed
the instrument for the purposes therein contained.

Jacinda Schipper
NOTARY PUBLIC



My commission expires: _____

Jacinda Schipper
757702
exp April 2, 2012

Escrow No. 9154183-JEH

EXHIBIT "A"

PARCEL ONE (1):

LOT 374 IN BLOCK 1 OF YORKSHIRE HEIGHTS - PHASE 3. AS SHOWN BY MAP THEREOF ON FILE IN BOOK 93 OF PLATS, PAGE 30, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL TWO (2):

A NON-EXCLUSIVE EASEMENT FOR INGRESS/EGRESS, USE AND ENJOYMENT, OVER THOSE PORTIONS OF SAID MAP DELINEATED AS "PRIVATE STREETS/P.U.E." AS SHOWN BY MAP THEREOF ON FILE IN BOOK 93 OF PLATS, PAGE 30, OFFICIAL RECORDS OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AND FURTHER DESCRIBED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED September 24, 1999 IN BOOK 990924 AS DOCUMENT NO. 01463, CLARK COUNTY, NEVADA.

Assessor's Parcel Number: 140-15-317-012

EXHIBIT 1

**DECLARATION OF PAUL VALER COLMAN IN SUPPORT OF OBJECTION TO
PETITION TO ASSUME JURISDICTION OF TRUST AND FOR CONFIRMATION OF
BENEFICIARY OF REAL PROPERTY, MOTION TO DISMISS PETITION AND MOTION
TO QUASH UNLAWFUL LIS PENDENS**

Paul Valer Colman, being duly sworn, states as follows:

1. I am the Trustee of the Colman Family Revocable Living Trust dated June 23, 2011. That I am familiar with the facts and circumstances referred to in the Petition filed by Tonya Collier, and prepared to testify to the facts in this Declaration and the Petition if necessary.

2. Chari Colman and I were married on December 15, 2009. At that time we decided to live at Chari's house, located at 5988 Turtle River Avenue, Las Vegas, NV 89156, APN: 140-15-317-012 (the "property").

3. That prior to and following our marriage I made payments for the house, provided general upkeep, paid bills for the property and we generally treated the property like it was our home. There were never any discussions between Chari and I, where she mentioned that the property was only hers, we treated the property much like any other couple would when they get married and one spouse already has a personal residence; we believed it was both ours.

4. We continued to both maintain the property and later on June 23, 2011, my Chari and I executed the Trust documents, in conjunction with our respective wills and powers of attorneys. A true and correct copy of the trust is attached herein as Exhibit 2.

5. Because we treated the property as equally ours, we transferred the property into the Trust by Quitclaim Deed filed on June 30, 2011. A true and correct copy of the Quitclaim Deed is attached herein as Exhibit 3.

6. After the property was transferred to the Trust, approximately six months later on December 19, 2011 I filed for divorce with Chari. Even though there was tension between us, Chari or I never considered transferring the property to another party. The case was eventually dismissed as we chose to remain husband and wife. Docket report for Paul Valer Colman v. Chari Ann Colman, Clark County District Court, Family Division, Case No. D-11-456480, attached herein as Exhibit 4.

1 7. Following this time, we continued to live together, supporting each other and together
2 maintaining the marital residence and property.

3 8. Several years later on August 29, 2017, Chari and I filed a joint petition for divorce.
4 See Exhibit 5 to the Petition. In that Joint Petition we did not include the property as an asset or
5 community property because it had already been placed in our Trust. Even though we were going to
6 be divorced we still considered it property of the trust, which we were both the primary
7 beneficiaries.

8 9. A Decree of Divorce was later entered on September 28, 2017. Even after that time
9 we still continued to live in the property together that had been placed in our Trust. Yet even though
10 we were divorced, there were no discussions that we were going to quitclaim deed the property back
11 to Chari alone, to both of us individually, etc.

12 10. It was our desire to have the property remain in the trust. This was done primarily
13 because we did not want to deal with the uncertainties in transferring the property if something
14 should happen to one of us. Tragically, an event that we had planned for, but did not anticipate
15 coming so soon occurred when Chari passed away on October 18, 2017.

16 11. Tonya Collier is now trying to take advantage of this unfortunate situation. Even
17 though she is not a beneficiary under the Trust she claims is of no effect, but only if Chari and I both
18 die, she claims that she can assume the trust property.

19 12. Ms. Collier's motives are self-evident by filing a lis pendens for property which
20 cannot be a beneficiary. Ms. Collier discovered that the property was going to sold and filed the lis
21 pendens.

22 13. Ms. Collier's claim of being a beneficiary is misplaced. As Section 5.2 plainly reads:

23 **5.2 Distribution of Assets Upon Death of Grantors**

24 Upon the death of the last Grantor [Chari Colman and Paul Colman] of this Trust, the trust
25 estate shall be distributed as follows. The Trustee shall distribute the real property located at
26 5988 Turtle River, Las Vegas, Nevada to TONYA COLLIER....

27 14. Based on this Ms. Collier's attorneys have also contacted me and the title company
28 and informed them that they believe Ms. Collier is the rightful beneficiary, though that is not

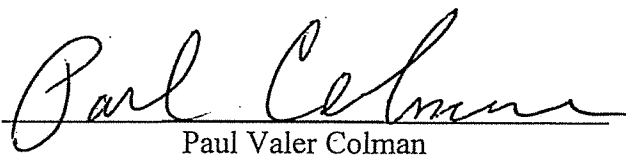
1 possible because I am still alive, and that they are hoping that the matter can be settled without Court
2 intervention.

3 15. It is obvious that Ms. Collier is using these trying circumstances to receive sale
4 proceeds from the property though she cannot be a beneficiary under the trust. Nor was she
5 provided with any trustee powers outlined in the trust documents.

6 16. Because Ms. Collier has no beneficiary status, or any rightful claim to the property,
7 her petition should be dismissed and the lis pendens removed, which is unfairly preventing the sale
8 of the property.
9

10 Pursuant to NRS 53.045 "I declare under penalty of perjury that the foregoing is true and
11 correct.

12 Dated this 11 day of November 2017.

13
14 
15 Paul Valer Colman

Steven D. Grierson

1 RAR

2 KENNEDY E. LEE (STATE BAR NO. 12429)
3 DANIEL P. KIEFER (STATE BAR NO. 12419)
4 RUSHFORTH LEE & KIEFER, LLP
5 1707 Village Center Circle, Suite 150
6 Las Vegas, NV 89134
7 Telephone: (702) 255-4552
8 Email: probate@rlklegal.com
9 Attorneys for Tonya Collier

10 DISTRICT COURT
11 CLARK COUNTY, NEVADA

12 In the Matter of the

13 Colman Family Revocable Living Trust,
14 dated June 23, 2011,

Case No. P-17-093518-T
Department PC1 (Probate)

15 A Non-Testamentary Trust.

16 REPORT AND RECOMMENDATIONS REGARDING PETITION TO ASSUME JURISDICTION OF TRUST,
17 AND FOR CONFIRMATION OF BENEFICIARY OF REAL PROPERTY

18 Date of hearing: December 15, 2017
19 Time of hearing: 9:30 a.m.

20 On November 13, 2017, Tonya Collier ("Tonya") filed Petition to Assume Jurisdiction of Trust,
21 and for Confirmation of Beneficiary of Real Property (the "Petition"). On November 17, 2017, Paul Valer
22 Colman ("Paul") filed his Objection to Petition to Assume Jurisdiction of Trust, and for Confirmation of
23 Beneficiary of Real Property, Motion to Dismiss Petition and Motion to Quash Unlawful Lis Pendens (the
24 "Objection"). On December 12, 2017, Tonya filed her Reply in Support of Petition to Assume Jurisdiction
25 of Trust, and for Confirmation of Beneficiary of Real Property (the Reply"). The Petition, Objection, and
26 Reply came on for hearing on December 15, 2017 before the Honorable Commissioner Wesley Yamashita.
27 Daniel P. Kiefer of Rushforth Lee & Kiefer, LLP was present and represented Tonya; Scott B. Olifant of
TCM Law Group was present and represented Paul. After reviewing the pleadings and papers on file, and
having heard arguments of counsel, the Probate Commissioner makes the following findings of fact,
conclusions of law, and recommendations:

///

///

I. FINDINGS OF FACT

THE COURT FINDS THAT:

1. Notice of the hearing on the Petition was given as required by law.

2. Chari Ann Colman ("Chari") and Paul were married on December 15, 2009.

3. Prior to their marriage, Chari owned the real property located at 5988 Turtle River Avenue, Las Vegas, NV 89156, APN 140-15-317-012 (the "Real Property") as her separate property.

4. The Real Property had no purchase money mortgage. Chari paid the entire purchase price prior to marrying Paul. Neither the marital community, nor Paul individually, contributed to the purchase price of the Real Property.

5. No material improvements were made to the Real Property that increased the value of the home.

6. On June 23, 2011, Chari and Paul created the Colman Family Revocable Living Trust, dated June 23, 2011 (the "Trust"). The Trust was a revocable trust. Chari transferred the Real Property to the Trust by Quitclaim Deed on June 30, 2011.

7. A spouse must expressly declare they are transmuting their separate property. Chari never transmuted the Real Property. Chari never executed a transmutation agreement changing the character of the Real Property from separate property to community property.

8. Chari executed a deed transferring the Real Property to the Trust. The deed makes no mention of transmuting the Real Property from separate property to community property.

9. At all relevant times, the Trust was a revocable trust.

10. The Trust includes no provision transmuting contributed assets from separate property into community property.

11. The Trust (prior to the divorce) disposed of the Trust property—including the Real Property—to Chari and Mr. Colman.

12. Chari and Paul were divorced on September 28, 2017.

13. Upon their divorce, NRS 111.781 revoked any revocable dispositions from Chari to Paul. Specifically, disposition of the Real Property to Paul was revoked.

14. Chari died on October 18, 2017.

15. Upon Chari's death, Tonya became the vested beneficiary of the Real Property.

II. RECOMMENDATIONS

IT IS THEREFORE RECOMMENDED THAT:

A. This Court assume jurisdiction over the Trust as a proceeding *in rem*.

B. All gifts to Paul of Chari's property were revoked pursuant to NRS 111.781.

C. Tonya Collier is the beneficiary of the Trust real property located at 5988 Turtle River Avenue, Las Vegas, NV 89156, APN 140-15-317-012.

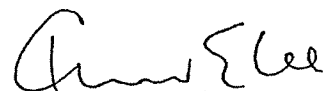
D. The Real Property be distributed to Tonya Collier.

E. The trustee be required to execute a deed transferring the Real Property to Tonya Collier.


~~DISTRICT COURT JUDGE~~ Probate Commissioner

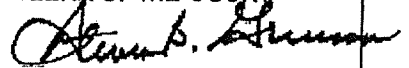
1/18/18 DATE

Respectfully submitted by:


Kennedy E. Lee (State Bar No. 12429)
Attorneys for Tonya Collier

Approved as to form and content by:
TCM Law Group

By: _____
Scott B. Olifant (State Bar No. 7471)
TCM Law Group
1614 S. Maryland Pkwy.
Las Vegas, NV 89104
Attorneys for Paul Valer Colman



OPPS
TCM LAW
SCOTT B. OLIFANT, ESQ.
Nevada Bar No. 7471
1614 S. Maryland Pkwy.
Las Vegas, NV 89104
Telephone: (702) 462-6161
Facsimile: (702) 413-6255
Email: tcm@tcmllawgroup.com
*Attorneys for Paul Valer Colman and
The Colman Family Revocable Living
Trust dated June 23, 2011*

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Colman Family Revocable
Living Trust date June 23, 2011,

Case No.: P-17-093518 -T
Dept. No.: PC1 (Probate)

A Non-Testamentary Trust.

OBJECTION TO THE REPORT AND RECOMMENDATIONS
BY THE PROBATE COMMISSIONER

COMES NOW, Paul Valer Colman, individually and as Trustee of the The Colman Family
Revocable Living Trust dated June 23, 2011 (the "Trust") (collectively referred to herein as "Paul")
and hereby files this Objection to the Report and Recommendations by the Probate Commissioner.

///

///

1 This Objection is based on the Memorandum of Points and Authorities, the Declaration of Paul
2 Valer Colman, any documents on file herein and any arguments which may be considered at the time
3 of the hearing of this matter.

4 Dated this 5th day of February 2018.

TCM LAW

By: 

SCOTT B. OLIFANT, ESQ.

Nevada Bar No. 7471

1614 S. Maryland Pkwy

Las Vegas, Nevada 89104

*Attorneys for Paul Valer Colman and
The Colman Family Revocable Living
Trust dated June 23, 2011*

MEMORANDUM OF POINTS AND AUTHORITIES

I.

BRIEF STATEMENT OF FACTS

1614 S. Maryland Pkwy.
LAS VEGAS, NEVADA 89104
TEL.: (702) 462-6161 - FAX: (702) 413-6255

15 Chari Colman and Paul Colman were married on December 15, 2009. At that time they
16 decided to live at Chari's house, located at 5988 Turtle River Avenue, Las Vegas, NV 89156, APN:
17 140-15-317-012 (the "property"). Prior to and following the marriage the Colmans made payments for
18 the house, provided general upkeep, paid bills for the property and Paul generally treated the property
19 like it was their home. There were never any discussions between Chari and Paul where Chari
20 mentioned that the property was only hers. They treated the property much like any other couple would
21 when they get married and one spouse already has a personal residence; they believed it was both ours.
22
23 *Id.* at ¶ 3.

25 The Colmans both continued to maintain the property and later on June 23, 2011, Chari and
26 Paul executed the Trust documents, in conjunction with our respective wills and powers of attorneys.
27 (A true and correct copy of the trust is attached herein as Exhibit 2. Paul Colman Declaration, ¶ 4.)
28 Because they treated the property as equally ours, the Colmans transferred the property into the Trust.

1 by Quitclaim Deed filed on June 30, 2011. (A true and correct copy of the Quitclaim Deed is attached
2 herein as Exhibit 3. Paul Colman Declaration, ¶ 5.)

3 Mr. Colman after the property was transferred to the Trust, approximately six months later on
4 December 19, 2011 filed for divorce with Chari. Even though there was tension between them, Chari
5 or Paul never considered transferring the property to another party. The case was eventually dismissed
6 as they chose to remain husband and wife. Docket report for Paul Valer Colman v. Chari Ann Colman,
7 Clark County District Court, Family Division, Case No. D-11-456480, attached herein as Exhibit 4.
8 Paul Colman Declaration, ¶ 6. Following this time, the Colmans continued to live together, supporting
9 each other and together maintaining the marital residence and property. *Id.* at ¶ 7.

10 Several years later on August 29, 2017, Chari and Paul filed a joint petition for divorce. (See
11 Exhibit 5 to the Petition.) In that Joint Petition the Colmans did not include the property as an asset
12 or community property because it had already been placed in the Trust. Even though they were going
13 to be divorced they still considered it property of the trust, which we were both the primary
14 beneficiaries. Paul Colman Declaration, ¶ 8. A Decree of Divorce was later entered on September 28,
15 2017. Even after that time the Colmans continued to live in the property together that had been placed
16 in their Trust. Yet even though they were divorced, there were no discussions that they were going to
17 quitclaim deed the property back to Chari alone, to both of them individually, etc. *Id.* at ¶ 9.

18 It was the Colmans desire to have the property remain in the Trust. This was done primarily
19 because they did not want to deal with the uncertainties in transferring the property if something should
20 happen to one of them. Tragically, an event that they had planned for, but did not anticipate coming
21 so soon occurred when Chari passed away on October 18, 2017. *Id.* at ¶ 10.

22 Tonya Collier is now trying to take advantage of this unfortunate situation. Even though she
23 is not a beneficiary under the Trust she claims is of no effect, but only if Chari and Paul both die, she
24 claims that she can assume the trust property. *Id.* at ¶ 11. Ms. Collier's motives are self-evident by
25 filing a *lis pendens* for property in which she is not a beneficiary to until Mr. Colmans demise. Mr.
26 Colman has a lifelong interest in the property as stated in Section 5.2 of the Trust. Ms. Collier
27 discovered that the property was going to sold and filed the *lis pendens*. *Id.* at ¶ 12. Ms. Collier's
28 claim of being a beneficiary is misplaced. As Section 5.2 of the Trust plainly reads:

1 5.2 **Distribution of Assets Upon Death of Grantors**

2 Upon the death of the last Grantor [Chari Colman and Paul Colman] of this Trust, the trust
3 estate shall be distributed as follows. The Trustee shall distribute the real property located at
4 5988 Turtle River, Las Vegas, Nevada to TONYA COLLIER....

5 Trust; Paul Colman Declaration, ¶ 13.

6 Based on this Ms. Collier's attorneys have also contacted Paul and the title company and
7 informed them that they believe Ms. Collier is the rightful beneficiary, though that is not possible
8 because Paul is still alive, and that they are hoping that the matter can be settled without Court
9 intervention. *Id.* at ¶ 14. It is obvious that Ms. Collier is using these trying circumstances to receive
10 sale proceeds from the property though she cannot be a beneficiary under the trust. Nor was she
11 provided with any trustee powers outlined in the trust documents. *Id.* at ¶ 15. Because Ms. Collier
12 has no beneficiary status, or any rightful claim to the property until Mr. Colman's demise, her petition
13 should be dismissed. Mr. Colman no longer wants to sell his home. He wants to remain in his home
14 that him and his wife lived for many years. This whole ordeal has made him realize he does not want
15 to sell the property.

16
17 **II.**

18 **LEGAL ARGUMENT**

19 **A. Paul Colman hereby objects to the finding and recommendations of the probate**
20 **commissioner.**

21 Paul Colman hereby objects to the findings and recommendations of the probate
22 commissioner as follows:

- 23
24 1) The Commissioner failed to consider that in the interim time from the date of the divorce to
25 the date of death, Mr. Coleman remained in the residence that is the subject of this litigation.
26
27
28

- 1 2) The Commissioner failed to draw the appropriate inferences from the undisputed fact that
2 Mr. Coleman was the decedent's full-time care taker without interruption from the time of
3 the divorce until the time of her death from the terminal cancer that was the cause of death.
4 3) The Commissioner failed to infer that although the divorce was legal, the parties conduct
5 thereafter did not demonstrate a division of interests, financial or personal.
6 4) The probate commissioner's conclusions are erroneous because the statute is designed to
7 protect those whose interests are both legally and factually divided after the divorce yet
8 overlook the effect of failing to address before the death of one of the parties.
9 5) The Commissioner misapplied the statute N.R.S. §163.565 so as to protect the oversights of
10 the individuals whose post-divorce conduct interests are demonstrably divergent, while
11 denying the oversights of parties whose post-divorce conduct reflects a convergence of
12 interest couples with an inverse oversight of failing to include the matter in their Pro per joint
13 decree of divorce.
14
15

16 ///

17 ///

1614 S. Maryland Pkwy.
LAS VEGAS, NEVADA 89104
TEL.: (702) 462-6161 - FAX: (702) 413-6255

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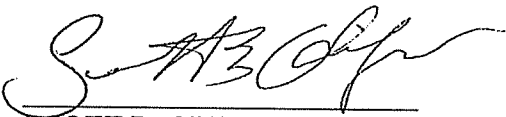
III.

CONCLUSION

Wherefore, based upon the court to order that the trust is valid, and Mr. Colman should retain ownership of the residence.

Dated this 5th day of February 2018.

TCM LAW

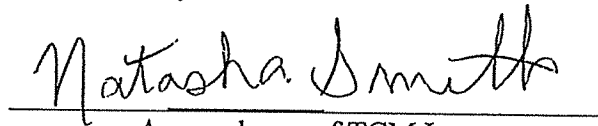
By: 
SCOTT B. OLIFANT, ESQ.
Nevada Bar No. 7471
1614 S. Maryland Pkwy
Las Vegas, Nevada 89104
*Attorneys for Paul Valer Colman and
The Colman Family Revocable Living
Trust dated June 23, 2011*

CERTIFICATE OF SERVICE

I hereby certify that on the 5 day of February 2017, I served a copy of the foregoing
OBJECTION TO THE REPORT AND RECOMMENDATIONS BY THE PROBATE
COMMISSIONER upon each of the parties registered with the Court's electronic filing via Odyssey
E-Filing System pursuant to NRCP 5(b)(2)(D) and EDCR 8.05:

Rushforth Lee & Kiefer LLP
Kenneth E. Lee, Esq.
kenny@rlklegal.com
1707 Village Center Circle, Suite 150
Las Vegas, NV 89134

Dated this 5 day of February 2018.


An employee of TCM Law

1614 S. Maryland Pkwy.
LAS VEGAS, NEVADA 89104
TEL.: (702) 462-6161 - FAX: (702) 413-6255

1 **DECLARATION OF PAUL VALER COLMAN IN SUPPORT OF OBJECTION TO**
2 **PETITION TO ASSUME JURISDICTION OF TRUST AND FOR CONFIRMATION OF**
3 **BENEFICIARY OF REAL PROPERTY, MOTION TO DISMISS PETITION AND MOTION**
4 **TO QUASH UNLAWFUL LIS PENDENS**

5 I, Paul Valer Colman, declare as follows:

6 1. I am the Trustee of the Colman Family Revocable Living Trust dated June 23, 2011.
7 That I am familiar with the facts and circumstances referred to in the Petition filed by Tonya Collier,
8 and prepared to testify to the facts in this Declaration and the Petition if necessary.

9 2. Chari Colman and I were married on December 15, 2009. At that time we decided to
10 live at Chari's house, located at 5988 Turtle River Avenue, Las Vegas, NV 89156, APN: 140-15-317-
11 012 (the "property").

12 3. That prior to and following our marriage I made payments for the house, provided
13 general upkeep, paid bills for the property and we generally treated the property like it was our home.
14 There were never any discussions between Chari and I, where she mentioned that the property was
15 only hers, we treated the property much like any other couple would when they get married and one
16 spouse already has a personal residence; we believed it was both ours.

17 4. We continued to both maintain the property and later on June 23, 2011, my Chari and
18 I executed the Trust documents, in conjunction with our respective wills and powers of attorneys. A
19 true and correct copy of the trust is attached herein as Exhibit 2.

20 5. Because we treated the property as equally ours, we transferred the property into the
21 Trust by Quitclaim Deed filed on June 30, 2011. A true and correct copy of the Quitclaim Deed is
22 attached herein as Exhibit 3.

23 6. After the property was transferred to the Trust, approximately six months later on
24 December 19, 2011 I filed for divorce with Chari. Even though there was tension between us, Chari
25 or I never considered transferring the property to another party. The case was dismissed as we chose
26 to remain husband and wife. Docket report for Paul Valer Colman v. Chari Ann Colman, Clark County
27 District Court, Family Division, Case No. D-11-456480, attached herein as Exhibit 4.

28 7. Following this time, we continued to live together, supporting each other and together
 maintaining the marital residence and property.

TCM LAW

1314 S. Maryland Pkwy.
LAS VEGAS, NEVADA 89104
TEL.: (702) 460-6161 - FAX: (702) 413-6255

1 8. Several years later on August 29, 2017, Chari and I filed a joint petition for divorce.
2 See Exhibit 5 to the Petition. In that Joint Petition we did not include the property as an asset or
3 community property because it had already been placed in our Trust. Even though we were going to
4 be divorced we still considered it property of the trust, which we were both the primary beneficiaries.
5 We obtained a divorced solely for the purposes of my wife obtaining affordable medical care.

6 9. A Decree of Divorce was later entered on September 28, 2017. Even after that time we
7 still continued to live in the property together that had been placed in our Trust. Yet even though we
8 were divorced, there were no discussions that we were going to quitclaim deed the property back to
9 Chari alone, to both of us individually, etc.

10 10. It was our desire to have the property remain in the trust. This was done primarily
11 because we did not want to deal with the uncertainties in transferring the property if something should
12 happen to one of us. Tragically, an event that we had planned for, but did not anticipate coming so
13 soon occurred when Chari passed away on October 18, 2017.

14 12. The document attached to this Objection as Exhibit 2 is a true and correct copy of the
15 Trust instrument that is the subject of this litigation

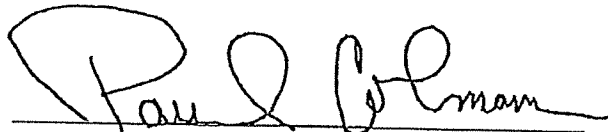
16 13. The Document attached to this Objection as Exhibit 3 is a true and correct copy of the
17 quitclaim deed the deceased, ms. Coleman executed to place the subject real property in the trust
18 established by Exhibit 2.

19 14. The document attached to this Objection as Exhibit 4 is a true and correct copy of the
20 register of actions in my divorce action from Ms. Coleman, now deceased.

21 15. I am above the age of 18 and have personal knowledge of the facts set forth in this
22 declaration, except those matters set forth on information and belief, and as to those matters, I believe
23 them to be true. If called to testify about the contents of this declaration, I could and would provide
24 competent testimony as to its contents.
25
26
27
28

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

3
4 Dated this 17 day of November 2017.

5
6 
7 Paul Valer Colman, declarant

8 N.R.S. §53.045
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TCM LAW

614 S. Maryland Pkwy.
LAS VEGAS, NEVADA 89104
TEL.: (702) 462-6161 - FAX: (702) 413-6255

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EXHIBIT 2

CASSADY LAW OFFICES
(702) 650-4480 • (702) 650-5561 FAX

HENDERSON;
2425 W. HORIZON RIDGE PKWY
HENDERSON, NEVADA 89052

JASEN E. CASSADY, ESQ.

SUMMERLIN;
7201 W. LAKE MEAD, SUITE 500
LAS VEGAS, NEVADA 89128

The Colman Family
Revocable Living Trust

dated

June 28, 2011

Prepared by:
CASSADY LAW OFFICES, P.C.
(702) 650-4480

THE COLMAN FAMILY
REVOCABLE LIVING TRUST

THIS TRUST AGREEMENT is made this June 23, 2011, by and between Paul Valer Colman and Chari Ann Colman, residents of Clark County, Nevada, as Grantors (hereinafter sometimes referred to as "Grantors"), and Paul Valer Colman and Chari Ann Colman, as Trustees (hereinafter referred to sometimes as "Original Trustees"). All prior Trusts predating this Trust are hereafter revoked absolutely.

ARTICLE I

1.1 Trust Name.

This Trust shall be known and officially referred to as "The Colman Family Revocable Living Trust of June 23, 2011."

1.2 Grantors' Intent.

It is the intent of the Grantors that the property listed in Schedule "A," which is incorporated herein by reference, be presently assigned, transferred, and conveyed to the Trustees for the purposes of establishing a Revocable Living Trust. By signing below, the Trustees acknowledge and confirm receipt of said property for the Trust. The property of Schedule "A" shall be held in Trust for the uses and purposes and on the terms and conditions set forth herein. The Grantors attest to the fact that this property is owned outright by the Grantors and not subject to any equitable or real interest by any other party and agree to indemnify the Trust if any challenges of ownership of the property are raised by any other person or entity.

ARTICLE II

2.1 Trustee Selection.

The Original Trustees named above have agreed, for consideration, to act as the Trustees of this Trust. As such, the Trustees shall have the unrestricted rights as defined in this Agreement to act with the Trust property in any manner deemed in the Trustees' sole discretion to be in the best interest of the Trust or Beneficiaries for as long as said Trustees are living, desire to act as Trustees or are competent to act as Trustees.

A. Trustee Right of Resignation. Any Original Trustee shall have the unlimited right to resign as Trustee. Any Successor Trustee may only resign after meeting the following conditions:

- (1) The Successor Trustee cannot abandon the Trust at a time in which the rights of the Trust would be significantly damaged if immediate action was not taken by a Trustee;
- (2) The Successor Trustee must give all Beneficiaries and any surviving Grantor

sixty (60) days written notice, mailed to the last known addresses of the named Beneficiaries and/or Grantor, by Certified Mail, Return Receipt Requested; and

(3) The Successor Trustee must arrange for a final accounting.

II. Annual Reporting of the Successor Trustee. The Successor Trustee agrees to make an annual written report to the Grantors and Beneficiaries detailing the state of the property in the Trust, listing the assets and investments of the Trust, describing the character of the investments made by the Trustee, and listing the expenses incurred and disbursements made by the Trust throughout the prior year. While alive, annual tax statements of the Grantor(s) will suffice for this purpose if it is based upon the appropriate records.

C. Trustee's Absolute Discretion. After conducting due diligence and making a full survey of the opportunities and circumstances of any matter affecting the Trust, the Trustees shall have full and absolute discretion to act with the Trust property and to make or not make disbursements to beneficiaries. There is no requirement that any consent be obtained from any person, entity or court prior to making a final decision as to any matter relating to this Trust. The Trustees may act in such a manner as to benefit another entity, organization or individual that might have conflicting interests in the decision being made by the Trustees without breaching their duties to this Trust as long as the decision does not breach a Trustee's fiduciary duty owed to the Trust and Beneficiaries.

D. Trustee Bond. No Court shall require a bond of any Trustee or Successor Trustee and no bond shall be required of any Trustee or Successor Trustee, unless a Successor Trustee is named by the court and is not expressly identified by name in this trust, in which case the court may require a bond at its discretion.

E. Trustee's Concurrent Duties. A Trustee may serve as both Trustee of this Trust and Guardian of any of the Beneficiaries named within this Trust without creating any conflict to the Trust or any other Beneficiary.

F. Trustee Reimbursement and Compensation. A Trustee shall be entitled to just and reasonable compensation for the services performed for the Trust. The Compensation cannot exceed the reasonable amount that can be charged by bank and trust companies for performing like services. A Trustee is also entitled to full reimbursement for all costs that he or she has incurred in managing, investing and governing the Trust.

2.2 Trustee's Confirmation of Property Receipt

The property of this trust as granted and transferred to the Trust by the Grantors is contained within Schedule "A." The Trustees confirm that they are in physical or constructive receipt of these items and agree to manage, control, govern and guide the Trust Property under the express and implied terms of this Agreement.

2.3 Successor Trustee Appointment.

Upon the death or incompetency of one of the Original Trustees, the surviving Original Trustees shall have all authority to act as Trustee. Upon the death or incompetency of both Original Trustees, a Successor Trustee shall serve as Trustee and shall serve with all authority and power as found in the Original Trustees to the extent allowed under the provisions contained within this Trust Agreement.

The Successor Trustee of this Trust shall be WELLS FARGO, N.A.

If none of these persons are willing and able to serve as Successor Trustee, any beneficiary under this Trust may petition the District Court Judge of Clark County who is responsible for probate matters to appoint a Successor Trustee. A Trustee shall serve until all of the assets of the estate are either distributed as contained herein or depleted by liabilities of the Trust.

A. **Limited Liability of Successor Trustee.** A Successor Trustee is not liable for the affirmative acts or omissions of a prior Trustee or Trustees and shall be indemnified by the Trust to the extent that the person or entity has been held financially responsible for any of the acts or omissions of any prior Trustees. Further, the Successor Trustee has no duty to make any accounting of any prior dealings of any prior Trustee; however, if a written request is submitted by the majority of the Beneficiaries or their representatives to conduct an audit on the Trust upon the appointment of the person or entity, or ninety (90) days thereafter, the Successor Trustee shall submit the Trust financial books to an independent Certified Public Accountant or qualified Attorney for the purposes of obtaining a certified accounting of the prior Trustee's activities. The expense of this audit shall be charged to the beneficiaries requesting such an audit, unless it can be shown to the Successor Trustee that there existed reasonable grounds upon which to base such a request. If no request is made, and no accounting is conducted, the Successor Trustee is not liable for relying upon the prior representations of the Prior Trustee and is not liable to any beneficiary or any other person having either a direct or indirect interest in the Trust.

B. **Transfer and Acceptance of Trustee Duties.** If the transfer of the Trustee position occurs at a time wherein the Original or prior Trustees are competent to transfer the powers and duties of the office of Trustee to another in writing, then the prior Trustee shall make a formal writing wherein he or she requests the Successor Trustee to accept the position of Trustee and wherein the Successor accepts the Trustee powers as described herein. The original of that document shall be joined with an original of this Trust Agreement which should be in a place of safekeeping, one copy shall be given to any Grantor then living, and one copy shall be given to the new Trustee. The signatures of this writing shall be notarized and witnessed by two witnesses.

2.4 Majority Vote of Multiple Trustees.

If for any reason more than one Trustee is appointed, a majority of the vote of the Trustees shall be binding upon the Trust. If there are only two Trustees and a deadlock occurs, the next Successor Trustee shall cast the deciding vote. If the Successor Trustee is unable or unwilling to

appoint, then the District Court Judge of Clark County, Nevada who is responsible for probate matters shall be petitioned to decide the matter after hearing all of the facts relating to the decision. If a Judge must be used to break this deadlock, then the Judge shall have the authority to appoint an Attorney of Record that shall not as a tie breaking vote for all future voting deadlocks.

ARTICLE III

3.1 Limits to Trustee Powers.

A Trustee is limited in the exercising of his or her powers in that the Trustee must protect the Trust from the demands of Beneficiaries and the Grantors and may not exchange, purchase or otherwise deal with the Trust Property in any transaction or event involving the Beneficiaries or Grantors without receiving reasonable consideration for the value of the property. Further, the Trustee is limited in that he or she may not allow any encumbrances upon the Trust Property for the benefit of the Grantors without receiving adequate and reasonable security and interest. Substituting like-kind property is prohibited unless the property is of equal value. In this regard, the Trustee is not liable to the Beneficiaries or Grantors for refusing to act against the express limitations of this Trust unless the Trustee has acted with gross negligence or willful intent.

3.2 Trustee's Enumerated Powers.

A Trustee is authorized and empowered to manage, care for, improve, protect, control, deal with, sell and otherwise dispose of the trust estate or any part of it, in his or her absolute discretion, in any and every way in which any responsible and prudent owner could manage, care for, improve, protect, control, deal with and otherwise dispose of the same. In acting as a fiduciary capacity, the Trustee may exercise the following express and enumerated powers:

- A. To register any securities or other property held hereunder in the name of Trustee or in the name of a nominee, with or without the addition of words indicating that such securities or other property are held in a fiduciary capacity, and to hold in bearer form any securities or other property held hereunder so that title thereto will pass by delivery, but the books and records of Trustee shall show that all such investments are part of their respective funds.
- B. To hold, manage, invest and account for the separate Trusts in one or more consolidated funds, in whole or in part, as he or she may determine. As to each consolidated fund, the division into the various shares comprising such fund need be made only upon Trustee's books of account.
- C. To lease Trust property for terms within or beyond the term of the Trust and for any purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling and unitization agreements.
- D. To borrow money, mortgage, pledge or lease Trust assets for whatever period of time the Trustee shall determine, even beyond the expected term of the respective Trust.

- II. To hold and retain any property, real or personal, in the form in which the same may be at the time of the receipt thereof, as long as in the exercise of their discretion it may be advisable so to do, notwithstanding same may not be of a character authorized by law for investment of Trust funds.
- III. To invest and reinvest in his or her absolute discretion, and he or she shall not be restricted in his or her choice of investments to such investments as are permissible for fiduciaries under any present or future applicable law, notwithstanding that the same may constitute an interest in a partnership.
- IV. To advance funds to any of the Trusts for any Trust purpose. The interest rate imposed for such advances shall not exceed the current rates.
- V. To institute, compromise, and defend any legal actions and proceedings.
- VI. To vote, in person or by proxy, at corporate meetings any shares of stock in any Trust created herein, and to participate in or consent to any voting Trust, reorganization, dissolution, liquidation, merger, or other action affecting any such shares of stock or any corporation which has issued such shares of stock.
- VII. To partition, allot, and distribute, in undivided interest or in kind, or partly in money and partly in kind, and to sell such property as the Trustees may deem necessary to make division or partial or final distribution of any of the Trusts.
- VIII. ~~To determine what is principal or income of the Trusts and apportion and allocate receipts and expenses as between these accounts.~~
- IX. To make payments hereunder directly to any beneficiary under disability, to the guardian of his or her person or estate, to any other person deemed suitable by the Trustee, or by direct payment of such beneficiary's expenses.
- X. To employ agents, attorneys, brokers, and other employees, individual or corporate, and to pay them reasonable compensation, which shall be deemed part of the expenses of the Trusts and powers hereunder.
- XI. To accept additions of property to the Trusts, whether made by a Grantor, a member of a Grantor's family, by any beneficiaries hereunder, or by any one interested in such beneficiaries.
- XII. To hold on deposit or to deposit any funds of any Trust created herein, whether part of the original Trust fund or received thereafter, in one or more savings and loan associations, bank or other financing institution and in such form of account, whether or not interest bearing, as Trustee may determine, without regard to the amount of

any such deposit or to whether or not it would otherwise be a suitable investment for funds of a trust.

- P. To open and maintain safety deposit boxes in the name of this Trust.
- Q. To make distributions to any Trust or beneficiary hereunder in cash or in specific property, real or personal, or an undivided interest therein, or partly in cash and partly in such property, and to do so without regard to the income tax basis of specific property so distributed. The Grantor requests but does not direct, that the Trustee make distributions in a manner which will result in maximizing the aggregate increase in income tax basis of assets of the estate on account of federal and state estate, inheritance and succession taxes attributable to appreciation of such assets.
- R. The powers enumerated in NRS 163.263 to NRS 163.410, inclusive, are hereby incorporated herein to the extent they do not conflict with any other provisions of this instrument.
- S. The enumeration of certain powers of the Trustee shall not limit his or her general powers, subject always to the discharge of his fiduciary obligations, and being vested with and having all the rights, powers, and privileges which an absolute owner of the same property would have.
- T. The Trustee shall have the power to invest Trust assets in securities of every kind, ~~including debt and equity securities, to buy and sell securities, to write covered securities options or recognized options exchanges, to buy back covered securities~~ options listed on such exchanges, to buy and sell listed securities options, individually and in combination, employing recognized investment techniques such as, but not limited to, spreads, straddles, and other documents, including margin and option agreements which may be required by securities brokerage firms in connection with the opening of accounts in which such option transactions will be effected.
- U. In regard to the operation of any closely held business of the Trust, the Trustee shall have the following powers:
1. The power to retain and continue the business engaged in by the Trust or to recapitalize, liquidate or sell the same.
 2. The power to direct, control, supervise, manage, or participate in the operation of the business and to determine the manner and degree of the fiduciary's active participation in the management of the business and to that end to delegate all or any part of the power to supervise, manage or operate the business to such person or persons as the fiduciary may select, including any individual who may be a beneficiary or Trustee hereunder.

3. The power to engage, compensate and discharge, or as a stockholder owning the stock of the Corporation, to vote for the engagement, compensation and discharge of such managers, employees, agents, attorneys, accountants, consultants or other representatives, including anyone who may be a beneficiary or Trustee hereunder.
4. The power to become or continue to be an officer, director or employee of a Corporation and to be paid reasonable compensation from such Corporation as such officer, director and employee, in addition to any compensation otherwise allowed by law.
5. The power to invest or employ in such business such other assets of the Trust estate.

ARTICLE IV

4.1 Primary Beneficiaries

The Primary Beneficiaries of this Trust shall be Paul Vater Colman and Charl Ann Colman during their lifetimes. The Primary Beneficiaries of this trust shall be entitled to all benefits of this Trust until their deaths.

ARTICLE V

5.1 Distribution of Assets During the Lifetime of the Primary Beneficiaries

With the death of the Primary Beneficiaries, the net income and principal from the Trust shall be distributed to the Primary Beneficiaries as is necessary, in the sole discretion of the Trustee or Trustees, for the support, happiness and health needs of the Primary Beneficiaries. The Trustee(s) may also make distributions to other named beneficiaries within this Trust at the sole discretion of the Trustee(s), but no distribution shall be made to any other beneficiary under this Trust if the Primary Beneficiaries are in want or need of any of the income or principal of this Trust. The Trustee has full discretion to withhold all income and principal if such is in the best interest of any of the Beneficiaries.

5.2 Distribution of Assets Upon Death of Grantors

Upon the death of the last Grantor of this Trust, the trust estate shall be distributed as follows. The Trustee shall distribute the real property located at 5988 Tuttle River, Las Vegas, Nevada to TONYA COLLIER. The real property in South Dakota shall be sold to ROBERT BOOTH of Ridgview, South Dakota and DANIEL BOOTH, JR of Timber Lake, South Dakota. The rest, residue and remainder of the estate shall be distributed to JESSICA DIANE COLMAN, pursuant to Article VI herein


Paul Vater Colman


Charl Ann Colman

5.3 Will Safe Provision.

In the event that the principal of the Trust administered under this Article is not disposed of under the foregoing provisions, the remainder of the Trust, if any, shall be distributed free of Trust to the heirs at law of Paul Valer Colman and Charl Ann Colman, their identities and shares to be determined according to the intestacy laws of the State of Nevada then in effect. The estate shall be divided in two equal halves and one-half shall be given to the lawful heirs of each Grantor. If either Grantor shall die without any heirs at law according to the laws of the State of Nevada then in effect, the entire corpus of the trust shall be distributed to the heirs at law of the other Grantor.

5.4 No Contest Provision

The Grantors specifically desire that this Trust be administered as set forth herein without litigation or dispute of any kind. To that end, if any beneficiary hereunder, any person on behalf of any beneficiary, any heir or other successor-in-interest of any beneficiary, or any other person, seeks to establish or assert any claim to the assets of this Trust, or attack, oppose or seek to set aside the administration or any distribution of this Trust, have this Trust declared null, void or diminished, or to defeat or change any part of the provisions of this Trust, such beneficiary, heir or other person shall receive, free of trust, one dollar (\$1.00) and no more lien of any claimed interest in this Trust or its assets.

ARTICLE VI

6.1. Distribution to Minors.

If at the time of any distributions under this Trust, any of the beneficiaries or persons who are entitled to distribution under this Trust are under the age of thirty-five (35), then the Trustee shall hold the funds in trust and shall have sole and exclusive discretion to distribute the property from the Trust for the education, health, welfare and maintenance of any such beneficiary until they reach the age of thirty-five, at which time an absolute distribution shall be made to the beneficiary.

ARTICLE VII

7.1. Incompetency of Beneficiaries.

If a beneficiary is declared judicially incompetent, is a ward of any state, or is in the Trustee's determination unable to manage either the estate or his or her person, or both, the Trustee may pay to any appointed guardian, other entity or person responsible for the care of said beneficiary, the net income or any part of the principal of the Trust estate to which the beneficiary would be entitled, in such a manner as is in the best interest of the beneficiary, as the Trustee deems reasonable and appropriate under the circumstances. If said distribution would disqualify said beneficiary from public assistance, these funds may be used as necessary by the Trustee in such a way and means so as to avoid the loss of such public assistance at the Trustee's sole discretion and according to the law and rules of such public assistance. Where no funds can reasonably be distributed in such a manner as to not cause the public assistance to fail or be lost, then the funds dedicated to such beneficiary shall be directed in equal shares to the other beneficiaries for distribution.

7.2. Preferred Guardians

The name of a preferred guardians for the Grantors shall be identified in their respective Last Will and Testament.

ARTICLE VIII

8.1 Distributions in Kind.

When distributions are required under this Trust, a Trustee is authorized to make distributions of the Trust estate in kind, or partly in cash and partly in kind, or by arranging and transferring or assigning an undivided interest. The Trustee's discretion and exercise of this authority is absolute and binding upon all beneficiaries and all other interested parties.

ARTICLE IX

9.1 Revocability of Trust.

This trust is absolutely revocable with the consent of both Grantors, and the Grantors may at their discretion make demands upon the Trustee to return all of the Grantors' former property that is now property of the estate to the Grantors. The Grantors are not entitled, however, to other property put into the Trust by other persons or entities without a written agreement from the Trustee. If such property is transferred to the Grantors, then the transfer will be deemed a gift from the Trust to the Grantors. Where such property had a prior ownership status, such as community property or joint tenancy, then the release of said property outside of the Trust shall return the property to its prior condition.

ARTICLE X

10.1 Additional Properties.

The type, kind or proportion of property of this Trust shall not be limited by the Trustee in any way. The Grantor, and any other person willing or able, may transfer, devise, bequeath, give, convey or donate any personal or real property into the Trust by an inter vivos act or by will, as long as there are no restrictions or conditions as to the use of the property placed upon the Trustee and as long as the property becomes fully subject to the terms and conditions of the Trust. Property additions to this Trust must be acknowledged and received by the Trustee by a writing or by a transfer of title of the Property into the Trustee's name.

ARTICLE XI

11.1 Modifications and Additions to the Trust.

Modifications to this trust may occur only where all surviving Grantors or their respective agents expressly agree by way of written amendment executed in a similar fashion as this Trust and signed by the Grantors, their agents and the Trustee(s). Additional property may be accepted by the Trustee(s) at a later time. Property subject to this instrument is referred to as the "Trust estate."

11.2 Calendar Year.

The Trust shall be on a calendar year, ending December 31st of each year, for trust, tax and accounting purposes.

ARTICLE XII

12.1 Applicable Law.

The validity, construction and effect of this agreement and of the trust created hereunder and its enforcement shall be determined by the laws and courts of the State of Nevada.

12.2 Perpetuities Savings Clause.

Unless sooner terminated as otherwise provided in this agreement, this trust and any other trust created directly or indirectly by this trust shall fully cease and completely terminate twenty-one (21) years after the death of the last survivor of the Grantor, and all children of the Grantor living or conceived as of the date of this agreement. Upon such termination, the entire principal of the trust estate of each said trust, together with any undistributed income therefrom, shall vest in and be distributed to the persons entitled to take under the provisions of the respective trust. If at the time of this termination the rights to income are not fixed by the terms of the Trust, distribution under this clause shall be made, by right of representation, to the persons who are then entitled or authorized, in the Trustee's discretion, to receive distributions from this Trust.

12.3 Integration of Agreement.

This document constitutes the full understanding and agreement between the Grantor and the Trustee. If any provision of this instrument is adjudged invalid or is unenforceable for any reason, the remaining provisions of this Trust shall be carried into effect and shall survive the striking of the respective term.

~~12.4 Terms.~~

~~Whenever the terms "child", "children", "descendants" or "issue" are used in this Trust, the terms shall include legally adopted children. The term "issue" shall include all lineal descendants. Whenever provision is made in this Trust indenture for payment for the "education" of a beneficiary, the term "education" shall be construed to include technical schooling, college or post-graduate study, so long as pursued to advantage by the beneficiary at an institution of the beneficiary's choice. In determining payments to be made for such college or postgraduate education, the Trustee shall take into consideration the beneficiary's related living and traveling expenses to the extent that they are reasonable.~~

12.5 Spendthrift Provision.

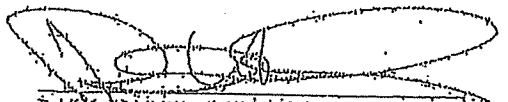
Each and every beneficiary under this Trust is hereby restrained from and shall be without right, power or authority to sell, transfer, assign, pledge, mortgage, hypothecate, alienate, anticipate, bequeath or devise or in any manner affect or impair his, or her, or their beneficial right, title, interest, claim and Estate in and to either the income or principal of any Trust created hereunder, or to any part thereof, during the entire term of said Trust; nor shall the right, title, interest, or estate of any beneficiary be subject to any right, claim, demand, lien or judgment of any creditor of any such beneficiary, nor be subject nor liable to any process of law or equity, but all of the income and principal, except as otherwise provided in this Trust Agreement shall be payable and deliverable to or for the benefit of only the before named and designated beneficiaries, at the time hereinbefore set out, and receipt by such beneficiaries shall relieve the Trustee from responsibility for such good faith distributions.

12.6 Court Instructions.

The Trustee may seek the assistance of the Courts in all matters affecting the administration of this Trust or its properties, including advice on the interpretation of the Trust or for settlement of any account by invoking the jurisdiction of any Nevada District Court (including quasi-in-rem jurisdiction) over the Trust, the Trustee, or the Trust res, in a non-adversarial ~~ex parte~~ proceeding. The decision of the Court shall be binding upon all interested parties who were given ten (10) day written notice by first class U.S. Mail of the proceedings. Notice must be given in the last known addresses of any interested party.

SIGNED AND SEALED by the Grantors and Trustees on this 23 day of June, 2011.

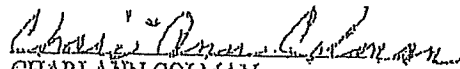
GRANTORS:


PAUL VALER COLMAN


CHARI ANN COLMAN

TRUSTEES:


PAUL VALER COLMAN


CHARI ANN COLMAN

SUBSCRIBED AND SWORN TO

before me this 23 day of June, 2011.


NOTARY PUBLIC



RALPH GOODY
Notary Public
State of Nevada
Appt. No. 10-1602-1
My Appt. Expires July 27, 2014

2-1

Inst #: 201106300001368

Fees: \$14.00 M/C Fee: \$0.00

RPTT: \$0.00 Ex: #007

06/30/2011 00:00:30 AM

Receipt #: 020000

Requestor:

CABBY LAW (LEGAL WIN08)

Recorded By: DH0 Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 140-15-317-012

Mall Tax Statements To:
When Recorded Mall To:

Paul Valer Colman and
Charl Ann Colman, Trustees
COLMAN FAMILY REVOCABLE
LIVING TRUST DATED JUNE 23, 2011
5988 Turtle Rive Avenue
Las Vegas, Nevada 89156

RECEIVED
QUITCLAIM DEED
22

FOR A VALUABLE CONSIDERATION, receipt of which is acknowledged,

Charl Ann Colman, who took title as, Charl Hayes

does hereby RELEASE AND FOREVER QUITCLAIM to

Paul Valer Colman and Charl Ann Colman, as Trustees of
~~The Colman Family Revocable Living Trust Dated June 23, 2011~~

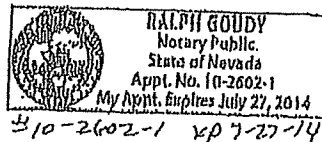
~~all the right, title and interest of the undersigned in and to real property located 5988 Turtle
River Avenue, Las Vegas, in the County of Clark, State of Nevada, and legally described as~~
follows:

~~Yorkshire Hgts-Phase 3 Plat Book 93 Page 30 Lot 37 Block 1
SEC 15 TWP 20 RNG 62~~

Charl Ann Colman
Charl Ann Colman

STATE OF NEVADA

COUNTY OF CLARK



510-2602-1 xp 7-27-14

On the 23rd day of June, 2011, personally appeared before me, a Notary Public in and for said County and State, Charl Ann Colman, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that she executed the instrument.

Ralph Goudy
NOTARY PUBLIC

201

Inst#: 201100300001350

Fee: \$14.00 N/C Fee: \$0.00

RPTT: \$0.00 Ex: #007

06/30/2011 09:06:30 AM

Receipt #: 020000

Requestor:

CABODDY LAW (LEGAL WING)

Recorded By: DHG Page: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 140-15-317-012

Mail Tax Statements To:
When Recorded Mail To:

Paul Valer Colman and
Charl Ann Colman, Trustees
COLMAN FAMILY REVOCABLE
LIVING TRUST DATED JUNE 23, 2011
5988 Turtle Rive Avenue
Las Vegas, Nevada 89156

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is acknowledged,

Charl Ann Colman, who together with us, Charl Hayes
does hereby RELEASE AND FOREVER QUITCLAIM to

Paul Valer Colman and Charl Ann Colman, as Trustees of
The Colman Family Revocable Living Trust Dated June 23, 2011

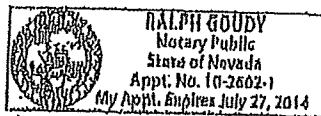
all the right, title and interest of the undersigned in and to real property located 5988 Turtle
River Avenue, Las Vegas, in the County of Clark, State of Nevada, and legally described as
follows:

Yorkshire Hgts-Phase 3 Plat Book 93 Page 30 Lot 378 Block 1
SEC 15 TWP 20 RNG 62

Charl Ann Colman
Charl Ann Colman

STATE OF NEVADA

COUNTY OF CLARK



10-2602-1 10-27-14

On the 23rd day of June, 2011, personally appeared before me, a Notary Public in and for said
County and State, Charl Ann Colman, personally known (or proved) to me to be the person
whose name is subscribed to the above instrument who acknowledged that she executed the
instrument.

Ralph Goudy
NOTARY PUBLIC

COL 00110

EXHIBIT 3

Incl #: 201106300001355

Fees: \$14.00 N/C Fee: \$0.00

RPTT: \$0.00 Ex: #007

06/30/2011 00:00:30 AM

Receipt #: 020000

Requestor:

CASBARY LAW (LEGAL WING)

Recorded By: DHQ Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 140-15-317-012

Mall Tax Statements To:
When Recorded Mall To:

Paul Valer Colman and
Charl Ann Colman, Trustees
COLMAN FAMILY REVOCABLE
LIVING TRUST DATED JUNE 23, 2011
5988 Turtle River Avenue
Las Vegas, Nevada 89156

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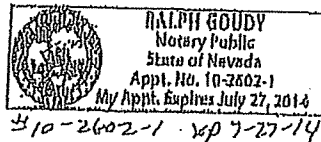
Yorkshire Hgts-Phase 3 Plat Book 93 Page 30 Lot 37 Block 1
SEC 15 TWP 20 RNG 62

Charl Ann Colman
Charl Ann Colman

STATE OF NEVADA

COUNTY OF CLARK

} ss.



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whose name is subscribed to the above instrument who acknowledged that she executed the
instrument.

Ralph Goudy
NOTARY PUBLIC

EXHIBIT 4

<https://www.clarkcountycourts.us/Anonymous/CaseDetail.aspx?CaseID=9134188>

| Location | Family | No. of |
|----------|--------|--------|
|----------|--------|--------|

Paul Valer Colman, Plaintiff vs. Charl Ann Colman, Defendant,

Case Type: Divorce - Complaint
Date Filed: 12/20/2011
Location: Department P
Case Number: D458480

Related Cases

D-17-567861-Z (1J1F Related - Rule 5.103)

Defendant Colman, Charl Ann

Lead Attorneys

Plaintiff Colman, Paul Valer

OTHER EVENTS AND HEARINGS

| | | |
|------------|--|------------|
| 12/19/2011 | Complaint for Divorce <i>Complaint for Divorce</i> | |
| 12/20/2011 | Affidavit of Resident Witness <i>Affidavit of Resident Witness</i> | |
| 01/06/2012 | Summons Coleman, Charl Ann | Unreserved |
| 03/26/2012 | Affidavit of Plaintiff <i>Affidavit of Paul Valer Colman, Plaintiff</i> | |
| 03/26/2012 | Child Support and Welfare Party Identification Sheet | |
| 04/02/2013 | Order of Dismissal Without Prejudice <i>Order of Dismissal Without Prejudice</i> | |
| 04/03/2013 | Notice of Entry of Dismissal without Prejudice <i>Notice of Entry of Order of Dismissal Without Prejudice</i> | |

Plaintiff Colman, Paul Valer
Total Financial Assessment
Total Payments and Credits
Balance Due as of 11/16/2017

289.00
289.00
0.00

| | |
|------------|------------------------|
| 12/20/2011 | Transaction Assessment |
| 12/20/2011 | File Payment |

Receipt # 2011-144521-CCCLK

Colman, Paul Valer

289.00
(289.00)

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

PAUL VALER COLMAN; AND
THE COLMAN FAMILY
REVOCABLE LIVING TRUST,

Appellant,

vs.

TONYA COLLIER,

Respondent.

Electronically Filed
Apr 21 2019 10:43 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPELLANTS' OPENING BRIEF – APPENDIX VOLUME II

TCM LAW GROUP
THOMAS C. MICHAELIDES, ESQ
NEVADA BAR NO. 5425
2620 REGATTA DRIVE #219
LAS VEGAS, NV 89128
PHONE:702-462-6161
FAX:702-413-6255

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| 6 | 00074 | 8/11/14 | Death Certificate of Chari Ann Colman |
| 7 | 00075 | 11/13/17 | Notice of Lis Pendens |
| 8 | 00077 | 8/14/09 | Grant, Bargain, Sale Deed |
| 9 | 00080 | 10/8/14 | Declaration of Paul Valer Colman in Support of Objection to Petition to Assume Jurisdiction of Trust and for Confirmation of Beneficiary of Real Property, Motion to Dismiss Petition and Motion to Quash Unlawful Lis Pendens |
| 10 | 00083 | 1/19/18 | Report and Recommendations Regarding Petition to Assume Jurisdiction of Trust, and for Confirmation of Beneficiary of Real Property |
| 11 | 00086 | 2/5/18 | Objection to the Report and Recommendations by the Probate Commissioner |