

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

IN THE MATTER OF THE ESTATE OF:  
DENNIS JOHN CARVER, DECEASED.

COLONIAL REAL ESTATE  
PARTNERSHIP, LTD.; AND JOHN  
HOULIHAN,

Appellants,

vs.

RHONDA MORGAN, PERSONAL  
REPRESENTATIVE OF THE ESTATE  
DENNIS JOHN CARVER,

Respondent.

Electronically Filed  
Oct 15 2021 12:29 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court  
*Supreme Court No.: 81447*  
*Eighth Judicial District*  
*District Court Case No.: P-18-095892-E*

**APPELLANTS' APPENDIX INDEX – VOLUME 1 - ALPHABETICALLY**

FLANGAS CIVIL LAW FIRM, LTD.  
LEO P. FLANGAS, ESQ  
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Attorney for Appellants

<b><u>TAB NO.</u></b>	<b><u>PAGE NOS.</u></b>	<b><u>DATE</u></b>	<b><u>VOL.</u></b>	<b><u>DOCUMENT</u></b>
3	ROA000045- 46	7/3/2018	1	Addendum to Petition for Probate of Will and Issuance of Letters
6	ROA000049- 57	7/18/2018	1	Addendum to Petition for Probate of Will and Issuance of Letters
31	ROA000251- 52	3/21/2020	2	Affidavit of Mailing Notice of Interested Parties

<b><u>TAB NO.</u></b>	<b><u>PAGE NOS.</u></b>	<b><u>DATE</u></b>	<b><u>VOL.</u></b>	<b><u>DOCUMENT</u></b>
35	ROA000257-58	3/31/2020	2	Affidavit of Mailing Notice of Interested Parties
36	ROA000259-60	3/31/2020	2	Affidavit of Mailing Notice of Interested Parties
5	ROA000048	7/16/2018	1	Affidavit of Publication
11	ROA000066	8/10/2018	1	Affidavit of Publication
15	ROA000092	4/23/2019	1	Affidavit of Publication
22	ROA000116-17	2/6/2020	1	Amended Certificate of Service
39	ROA000263-65	3/31/2020	2	Amended Certificate of Service
51	ROA000368-71	7/21/2020	2	Case Appeal Statement
4	ROA000047	7/3/2018	1	Certificate of Mailing Petition for Probate of Will and Issuance of Letters, Addendum to Petition for Probate of Will and Issuance of Letters, and Notice of Hearing
14	ROA000091	4/10/2019	1	Certificate of Mailing Petition for Waiver of Accounting, for Payment of Attorney s Fees, and Petition for Distribution, for the Estate, and Notice of Hearing
21	ROA000114-15	2/6/2020	1	Certificate of Service

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23	ROA000118-19	2/11/2020	1	Certificate of Service
32	ROA000253-54	3/22/2020	2	Certificate of Service
33	ROA000255	3/22/2020	2	Certificate of Service
37	ROA000261	3/31/2020	2	Certificate of Service
38	ROA000262	3/31/2020	2	Certificate of Service
20	ROA000113	2/5/2020	1	Clerk's Notice of Hearing
29	ROA000247	3/17/2020	1	Clerk's Notice of Hearing
47	ROA000352	5/15/2020	2	Decision - Petition for Order to Show Cause Why Estate Should not be Re-opened for Creditors to Submit Proof of Claims and Accounting of the Estate Assets. Minute order denying petition
9	ROA000061-63	7/25/2018	1	Letters Testamentary
45	ROA000350	5/11/2020	2	Minute order re: May 14, 2020 BlueJeans Hearing Notice
8	ROA000060		1	Minutes – Petition - HM
17	ROA000106		1	Minutes – Petition - HM
40	ROA000266		2	Minutes – Petition - HM
50	ROA000366-67	7/2/2020	2	Notice of Appeal

<b><u>TAB NO.</u></b>	<b><u>PAGE NOS.</u></b>	<b><u>DATE</u></b>	<b><u>VOL.</u></b>	<b><u>DOCUMENT</u></b>
49	ROA000359-65	6/23/2020	2	Notice of entry of Order denying Petition
25	ROA000139-141	3/6/2020	1	Notice of Exercise of Right to have Hearing before Probate Court Judge
19	ROA000111-12	2/4/2020	1	Notice of Hearing
2	ROA000043-44	6/28/2018	1	Notice of Hearing on Petition for Probate of Will and Issuance of Letters
13	ROA000089-90	4/8/2019	1	Notice of Hearing on Petition for Waiver of Accounting, for Payment of Attorney s Fees, and Petition for Distribution
30	ROA000248-50	3/17/2020	1	Notice of Interested Parties
10	ROA000064-65	7/25/2018	1	Notice to Creditors - Ninety (90 Day Notice)
27	ROA000242-43	3/12/2020	1	Objection to Notice of Right to Have Hearing Before Probate Court Judge
24	ROA000120-138	2/18/2020	1	Objection to Petition for an Order to Show Cause Why Estate Should Not be Reopened for Creditors to Submit Proof of Claims and Accounting of the Estate Assets
48	ROA000353-58	6/23/2020	2	Order denying Petition



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7	ROA000058-59	7/20/2018	1	Order Granting Petition for Probate of Will and Issuance of Letters.
16	ROA000093-105	5/10/2019	1	Order Granting Petition for Waiver of Accounting, for Payment of Attorney's Fees, and Petition for Distribution
41	ROA00267	4/28/2020	2	Order Scheduling Status Check
42	ROA000268	4/30/2020	2	Order Scheduling Status Check
34	ROA000256		2	Petition - HM
18	ROA000107-10	2/2/2020	1	Petition for an Order to Show Cause Why Estate Should not be Re-opened for Creditors to Submit Proof of Claims and Accounting of the Estate Assets
1	ROA000001-42	6/28/2018	1	Petition for Probate of Will and Issuance of Letters
12	ROA000067-88	4/8/2019	1	Petition for Waiver of Accounting, for Payment of Attorney s Fees, and Petition for Distribution
26	ROA000142-241	3/6/2020	1	Petitioner's Response to Defendant's Objection to Petition Order to Show Cause Why Estate Should Not Be Reopened for Creditors to Submit Proof of Claims and Accounting of The Estate Assets

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53	ROA000375-93	8/5/2021	2	Recorder's Transcript of Proceedings Re: Petition for Order to Show Cause why Estate Should not be- Opened for Creditors to Submit Proof of Claims and Accounting of the Estate Assets May 14, 2020
28	ROA000244-46	3/16/2020	1	Re-Notice of Hearing
52	ROA000372-74	5/21/2021	2	Request for Transcript of Proceedings
46	ROA000351	5/14/2020	2	Status Check - Re: Petition for Order to Show Cause Why Estate Should not be Re-opened for Creditors to Submit Proof of Claims and Accounting of the Estate Assets. Minute order stating Matter taken under advisement
43	ROA000269-71	5/8/2020	2	Substitution of Attorney
44	ROA000272-349	5/8/2020	2	Sur Reply in Support of Objection to Petition for an Order to Show Cause Why Estate Should Not be Reopened for Creditors to Submit Proof of Claims and Accounting of the Estate Assets

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

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**APPELLANTS' APPENDIX VOLUME 1 - CHRONOLOGICALLY**

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Attorney for Appellants

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1	ROA000001 - 42	6/28/2018	1	Petition for Probate of Will and Issuance of Letters
2	ROA000043 - 44	6/28/2018	1	Notice of Hearing on Petition for Probate of Will and Issuance of Letters

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4	ROA000047	7/03/2018	1	Certificate of Mailing Petition for Probate of Will and Issuance of Letters, Addendum to Petition for Probate of Will and Issuance of Letters, and Notice of Hearing
5	ROA000048	7/16/2018	1	Affidavit of Publication
6	ROA000049 - 57	7/18/2018	1	Addendum to Petition for Probate of Will and Issuance of Letters
7	ROA000058 - 59	7/20/2018	1	Order Granting Petition for Probate of Will and Issuance of Letters.
8	ROA000060		1	Minutes – Petition - HM
9	ROA000061 - 63	7/25/2018	1	Letters Testamentary
10	ROA000064 - 65	7/25/2018	1	Notice to Creditors - Ninety (90 Day Notice)
11	ROA000066	8/10/2018	1	Affidavit of Publication
12	ROA000067 - 88	4/08/2019	1	Petition for Waiver of Accounting, for Payment of Attorney s Fees, and Petition for Distribution
13	ROA000089 - 90	4/08/2019	1	Notice of Hearing on Petition for Waiver of Accounting, for Payment of Attorney s Fees, and Petition for Distribution
14	ROA000091	4/10/2019	1	Certificate of Mailing Petition for Waiver of Accounting, for Payment of Attorney s Fees, and Petition for Distribution, for the Estate, and Notice of Hearing

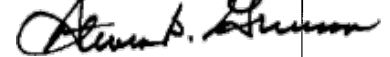
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15	ROA000092	4/23/2019	1	Affidavit of Publication
16	ROA000093 - 105	5/10/2019	1	Order Granting Petition for Waiver of Accounting, for Payment of Attorney's Fees, and Petition for Distribution
17	ROA000106		1	Minutes – Petition - HM
18	ROA000107 - 10	2/02/2020	1	Petition for an Order to Show Cause Why Estate Should not be Re-opened for Creditors to Submit Proof of Claims and Accounting of the Estate Assets
19	ROA000111 - 12	2/04/2020	1	Notice of Hearing
20	ROA000113	2/05/2020	1	Clerk's Notice of Hearing
21	ROA000114 - 15	2/06/2020	1	Certificate of Service
22	ROA000116 - 17	2/06/2020	1	Amended Certificate of Service
23	ROA000118 - 19	2/11/2020	1	Certificate of Service
24	ROA000120 -138	2/18/2020	1	Objection to Petition for an Order to Show Cause Why Estate Should Not be Reopened for Creditors to Submit Proof of Claims and Accounting of the Estate Assets
25	ROA000139 - 141	3/06/2020	1	Notice of Exercise of Right to have Hearing before Probate Court Judge
26	ROA000142 - 241	3/06/2020	1	Petitioner's Response to Defendant's Objection to Petition Order to Show Cause Why Estate Should Not Be Reopened for Creditors to Submit Proof of Claims and Accounting of The Estate Assets

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27	ROA000242 - 43	3/12/2020	1	Objection to Notice of Right to Have Hearing Before Probate Court Judge
28	ROA000244 - 46	3/16/2020	1	Re-Notice of Hearing
29	ROA000247	3/17/2020	1	Clerk's Notice of Hearing
30	ROA000248 - 50	3/17/2020	1	Notice of Interested Parties
31	ROA000251 - 52	3/21/2020	2	Affidavit of Mailing Notice of Interested Parties
32	ROA000253 - 54	3/22/2020	2	Certificate of Service
33	ROA000255	3/22/2020	2	Certificate of Service
34	ROA000256		2	Petition - HM
35	ROA000257 - 58	3/31/2020	2	Affidavit of Mailing Notice of Interested Parties
36	ROA000259 - 60	3/31/2020	2	Affidavit of Mailing Notice of Interested Parties
37	ROA000261	3/31/2020	2	Certificate of Service
38	ROA000262	3/31/2020	2	Certificate of Service
39	ROA000263 - 65	3/31/2020	2	Amended Certificate of Service
40	ROA000266		2	Minutes – Petition - HM
41	ROA000267	4/28/2020	2	Order Scheduling Status Check
42	ROA000268	4/30/2020	2	Order Scheduling Status Check
43	ROA000269 - 71	5/08/2020	2	Substitution of Attorney
44	ROA000272 - 349	5/08/2020	2	Sur Reply in Support of Objection to Petition for an Order to Show Cause Why Estate Should Not be Reopened for Creditors to Submit Proof of

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				Claims and Accounting of the Estate Assets
45	ROA000350	5/11/2020	2	Minute order re: May 14, 2020 BlueJeans Hearing Notice
46	ROA000351	5/14/2020	2	Status Check - Re: Petition for Order to Show Cause Why Estate Should not be Re-opened for Creditors to Submit Proof of Claims and Accounting of the Estate Assets. Minute order stating Matter taken under advisement
47	ROA000352	5/15/2020	2	Decision - Petition for Order to Show Cause Why Estate Should not be Re-opened for Creditors to Submit Proof of Claims and Accounting of the Estate Assets. Minute order denying petition
48	ROA000353 - 58	6/23/2020	2	Order denying Petition
49	ROA000359 - 65	6/23/2020	2	Notice of entry of Order denying Petition
50	ROA000366 - 67	7/02/2020	2	Notice of Appeal
51	ROA000368 - 71	7/21/2020	2	Case Appeal Statement
52	ROA000372 - 74	5/21/2021	2	Request for Transcript of Proceedings
53	ROA000375 - 93	8/05/2021	2	Recorder's Transcript of Proceedings Re: Petition for Order to Show Cause why Estate Should not be- Opened for Creditors to Submit Proof of Claims and Accounting of the Estate Assets May 14, 2020

# EXHIBIT 1





**PET**

DONNA STIDHAM, ESQ.  
Nevada Bar No. 9663  
LAW OFFICE OF DONNA STIDHAM, LLC  
2551 S Fort Apache Rd #103  
Las Vegas, NV 89117  
Phone: (702) 444-3713  
Facsimile: (702) 444-3714  
[donna@stidhamlawoffice.com](mailto:donna@stidhamlawoffice.com)  
Attorneys for Petitioner,  
Rhonda L. Morgan

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

IN THE MATTER OF THE ESTATE OF  
  
DENNIS JOHN CARVER  
  
Deceased,

Case No.: **P-18-095892-E**  
Dept. No. PC1

Date of Hearing:  
Time of Hearing: 9:30 a.m.

**PETITION FOR PROBATE OF WILL AND ISSUANCE OF LETTERS**

Petitioner, hereby presents Petition for Probate of Estate and for Letters Testamentary of Estate, and in support of this Petition, Petitioner respectfully states the following:

1. That Dennis John Carver died on the 16th day of October, 2017, in Riverside County, California. A certified copy of the Decedent's Death Certificate is attached hereto as Exhibit "1."
2. The Decedent was not a resident of Clark County, Nevada, but jurisdiction is proper under NRS 136.010 because the Decedent died owning real property in Clark County, Nevada.
3. That said decedent left a Last Will and Testament which your Petitioner alleges upon information and belief to be the Last Will and Testament of said decedent. The original Last Will and Testament was filed in the Superior Court of California, County of Riverside. A copy of said Last Will and Testament is attached hereto as Exhibit "2" and incorporated herein by this reference.

1           4.       That at the time said Last Will and Testament was executed, to wit, on January 22,  
2 2017, the said Testator was over the age of twenty-one years and was of sound and disposing mind  
3 and upon information and belief was not acting under duress, menace, fraud, or undue influence, and  
4 was in every respect competent, by Last Will, to dispose of all his estate.  
5

6           5.       That upon information and belief said Last Will and Testament was executed in the  
7 presence of two witnesses, all then residents of the State of California, and said Last Will and  
8 Testament was signed in the presence of said witnesses and in the presence of each other, and at the  
9 time the Testator subscribed said instruments he declared that it was his Last Will and Testament and  
10 said witnesses subscribed their names as witnesses thereto at the request of the Testator.  
11

12           6.       That upon information and belief the decedent executed his Last Will and Testament  
13 in the State of California and said Last Will and Testament is compliant and valid in accordance  
14 with the law and statutes of the State of California. Affidavit of Douglas M. Edwards, Esq., is  
15 attached hereto as Exhibit "3."

16           7.       That the Last Will and Testament names the then-acting Trustee or Trustees of The  
17 Living Trust of Dennis John Carver (the "Trust") as the Executor thereof to serve without bond.  
18

19           8.       That the Trust nominated Nicholas A. Alfano as the first successor trustee of the  
20 Trust, then Jennifer as the second alternative trustee. A copy of the Living Trust of Lorraine Susan  
21 Carver is attached as Exhibit "4."

22           9.       On or about April 18, 2018, Jennifer Shea was informed by Nicholas A. Alfano that  
23 he was resigning as successor trustee. Jennifer Shea executed a Declination to Serve. A copy of the  
24 Declination to Serve is attached as Exhibit "5."

25  
26           10.       On April 23, 2018, Nicholas A. Alfano resigned as Trustee and nominated Brooke  
27  
28

Nichole Carver and Rhonda L. Morgan as successor Co-Trustees of the Trustee, pursuant to the terms of the Trust (See Trust, Article III). A copy of the Trustee Resignation and Successor Trustee Acceptance is attached as Exhibit "6."

11. That Brooke Nichole Carver has declined to serve and has waived her right to serve as Executor. A Declination to Serve as Executor is attached hereto as Exhibit "7."

12. Petitioner, Rhonda L. Morgan, is competent and capable of executing said Will and acting as Executor thereof, and hereby consents to act as Executor thereof.

13. That Petitioner has not been convicted of a felony.

14. That the names, ages, and residences of the heirs, next of kin, legatees, and devisees of decedent, so far as are known to Petitioner, are:

<u>NAME</u>	<u>AGE</u>	<u>RELATIONSHIP</u>	<u>ADDRESS</u>
Brooke Nichole Carver	Adult	Daughter	38368 Via Calorin Murrieta, CA 92562
Madison Denise Carver	Minor(17)	Daughter	38368 Via Calorin Murrieta, CA 92562

15. That the character of the property of the estate is real property.

16. The character of the Estate subject to administration in Nevada consists of personal property with an estimated value of more than \$300,000. Therefore, General Administration is required.

17. That the name for whom Letters Testamentary are prayed for is Rhonda L. Morgan.

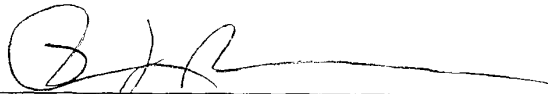
WHEREFORE, your Petitioner prays:

1. That said Last Will and Testament be admitted to probate and that Letters Testamentary may be issued to your Petitioner as Executor of said Will, and that for that purpose a time be appointed for proving said Will and that all interested persons be duly notified to appear at

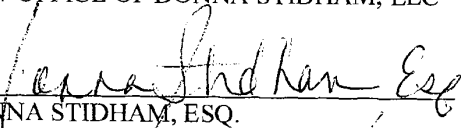
1 time be appointed for proving said Will and that all interested persons be duly notified to appear at  
2 the time appointed for proving the same, and that all necessary and proper orders may be made in the  
3 premises.

4 2. That such other and further orders be made as the Court considers proper.

5 DATED this 16 day of June, 2018.

7  
8   
9 Rhonda L. Morgan

10  
11 Submitted by:  
12 LAW OFFICE OF DONNA STIDHAM, LLC

13  
14 By:   
15 DONNA STIDHAM, ESQ.  
16 Nevada Bar No. 9663  
17 2551 S Fort Apache Rd #103  
18 Las Vegas, NV 89117  
19 Phone: (702) 444-3713  
20 Facsimile: (702) 444-3714  
21 donna@stidhamlawoffice.com  
22 Attorneys for Petitioner  
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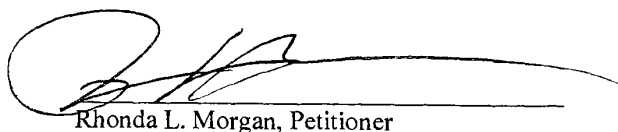
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VERIFICATION

STATE OF NEVADA       )  
  ) ss.  
COUNTY OF CLARK       )

Rhonda L. Morgan, being first duly sworn, deposes and says:

That she is the Petitioner in the PETITION FOR PROBATE OF WILL, SUMMARY  
ADMINISTRATION, AND ISSUANCE OF LETTERS; that she has read the foregoing Petition and  
know the contents thereof; that the same is true of her own knowledge, except as to those matters  
therein stated on information and belief, and as to those matters she believes them to be true.

  
Rhonda L. Morgan, Petitioner

SUBSCRIBED AND SWORN TO before me  
this \_\_\_\_ day of June, 2018.

\_\_\_\_\_  
Notary Public in and for said State

See Attached

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Riverside

Subscribed and sworn to (or affirmed) before me on this 18<sup>th</sup>  
day of June, 2018, by Phonda L. Morgan

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature

Jamie M. Frenzel

## STATE OF CALIFORNIA

## CERTIFICATION OF VITAL RECORD

## COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA

3052017211104

## CERTIFICATE OF DEATH

3201733012503

STATE FILE NUMBER		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT - FIRST (Given)		3. LAST (Family)	
DENNIS		CARVER	
2. MIDDLE		4. DATE OF BIRTH mm/dd/yyyy	
JOHN		08/19/1965	
5. AGE Yrs.		6. SEX	
52		M	
7. BIRTH STATE/FOREIGN COUNTRY		8. HOURS (24 Hours)	
CA		2315	
9. SOCIAL SECURITY NUMBER		10. MARITAL STATUS/SDP (at time of death)	
[REDACTED]		MAR/WID	
11. EVER IN U.S. ARMED FORCES?		12. DATE OF DEATH mm/dd/yyyy	
YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> UNK <input type="checkbox"/>		10/16/2017	
13. EDUCATION - Highest Level/Degree (see worksheet on back)		14. DECEDENT'S RACE - Up to 3 races may be listed (see worksheet on back)	
ASSOCIATE <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		CAUCASIAN	
15. USUAL OCCUPATION - Type of work for most of life, DO NOT USE RETIRED		16. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.)	
BUSINESS OWNER		PLUMBING	
17. DECEDENT'S RESIDENCE (Street and number, or location)		18. YEARS IN OCCUPATION	
38368 VIA CALORIN		26	
19. CITY		20. COUNTY/PROVINCE	
MURRIETA		RIVERSIDE	
21. ZIP CODE		22. YEARS IN COUNTY	
92562		22	
23. STATE/FOREIGN COUNTRY		24. INFORMATION'S MAILING ADDRESS (Street and number, or rural route number, city or town, state and zip)	
CA		38368 VIA CALORIN, MURRIETA, CA 92562	
25. INFORMANT'S NAME, RELATIONSHIP		26. NAME OF SURVIVING SPOUSE/SDP - FIRST	
BROOKE NICOLE CARVER, DAUGHTER		LORRAINE	
27. NAME OF FATHER/PARENT - FIRST		28. MIDDLE	
TERRY		SUSAN	
29. NAME OF MOTHER/PARENT - FIRST		30. LAST (BIRTH NAME)	
BETTY		PYLES	
31. MIDDLE		32. LAST	
LEE		CARVER	
33. MIDDLE		34. BIRTH STATE	
JO		MO	
35. LAST (BIRTH NAME)		36. BIRTH STATE	
FOX		KS	
37. DISPOSITION DATE mm/dd/yyyy		38. PLACE OF FINAL DISPOSITION	
10/23/2017		RES. BROOKE NICOLE CARVER 38368 VIA CALORIN, MURRIETA, CA 92562	
39. TYPE OF DISPOSITION		40. SIGNATURE OF EMBALMER	
CR/RES		NOT EMBALMED	
41. NAME OF FUNERAL ESTABLISHMENT		42. LICENSE NUMBER	
MURRIETA VALLEY FUNERAL HOME		FD1853	
43. SIGNATURE OF LOCAL REGISTRAR		44. DATE mm/dd/yyyy	
CAMERON KAISER, MD		10/23/2017	
45. PLACE OF DEATH		46. IF HOSPITAL, SPECIFY ONE	
IN FRONT OF A RESIDENCE		IF <input type="checkbox"/> ER/OP <input type="checkbox"/> OCA <input type="checkbox"/> Hospice <input type="checkbox"/> Nursing Home/LTC <input type="checkbox"/> Decedent's Home <input checked="" type="checkbox"/> Other	
47. COUNTY		48. CITY	
RIVERSIDE		MURRIETA	
49. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location)		50. CAUSE OF DEATH	
20200 AVENIDA DE ARBOLES		IMMEDIATE CAUSE (If not disease or condition resulting in death)	
107. CAUSE OF DEATH		(A) PENDING	
Enter the chain of events, diseases, injuries, or complications that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventilator failure without showing the etiology. DO NOT abbreviate.		(B) Sequence of events, list conditions, if any, leading to cause	
108. DEATH REPORTED TO CORONER?		109. BIOPSY PERFORMED?	
YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
110. AUTOPSY PERFORMED?		111. CASE IN DETERMINING CAUSE?	
YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107		113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? If yes, list type of operation and date.	
		YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	
114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.		115. SIGNATURE AND TITLE OF CERTIFIER	
Decedent Attended Since Decedent Last Seen Alive		116. LICENSE NUMBER	
(A) mm/dd/yyyy (B) mm/dd/yyyy		117. DATE mm/dd/yyyy	
118. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.		119. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE	
MANNER OF DEATH: <input type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Could not be determined		120. INJURED AT WORK?	
121. INJURY DATE mm/dd/yyyy		122. HOUR (24 Hours)	
123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)		YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	
124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)			
125. LOCATION OF INJURY (Street and number, or location, and city, state and zip)			
126. SIGNATURE OF CORONER/DEPUTY CORONER		127. DATE mm/dd/yyyy	
KIRSTEN RAMIREZ		10/20/2017	
128. TYPE NAME, TITLE OF CORONER/DEPUTY CORONER		129. TYPE NAME, TITLE OF CORONER/DEPUTY CORONER	
KIRSTEN RAMIREZ, DEPUTY CORONER		KIRSTEN RAMIREZ, DEPUTY CORONER	
STATE REGISTRAR		CENSUS TRACT	
A B C D E		FAX AUTH#	
"010001003693312"			

## CERTIFIED COPY OF VITAL RECORD

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

This is a true and exact reproduction of the document officially registered and placed on file by the Riverside University Health System, Department of Public Health.

DATE ISSUED Oct 24, 2017

PENC (Rev) 12/16

Dr. Cameron Kaiser, M.D., County Health Officer  
RIVERSIDE COUNTY, CALIFORNIA

This copy is not valid unless prepared on an engraved border, displaying the date, seal, and signature of the Registrar.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



ROA000007

MCP 1700877  
MWD 1700152  
**LAST WILL AND TESTAMENT**  
**OF**  
**DENNIS JOHN CARVER**

DEC 05 2017

I, **DENNIS JOHN CARVER**, a resident of Riverside County, California, declare that this is my Last Will and Testament, hereby revoking all prior Wills and Codicils.

DW2

FEB 07 2018

**ARTICLE ONE**  
**DECLARATIONS**

1.A. **Family.** I am married to LORRAINE SUSAN CARVER and all references to "my wife" shall be to her. I have two children of this marriage now living; their names and dates of birth are:

BROOKE NICOLE CARVER, born March 25, 1997  
MADISON DENISE CARVER, born February 6, 2001

I have intentionally, and not as a result of any mistake or inadvertence, omitted in this Will to provide for any other children and/or issue of mine, if any, however defined by law, presently living. Any child or children born after the date of this Will shall be treated as though they were named in this Paragraph.

1.B. **Trust Agreement.** The term "TRUST AGREEMENT" as used in this Will shall refer to that certain unrecorded trust instrument known as THE LIVING TRUST OF DENNIS JOHN CARVER, created by me concurrently herewith.

1.C. **Property.** I confirm to my wife her one-half interest in any of our community property, with or without the necessity of probate administration or other court order, at my wife's discretion. It is my intention by this Will to dispose of my separate property (if any) and my interest in the property owned by my wife and me (other than any property held in joint tenancy with my wife at the time of my death).

ADMITTED TO PROBATE 1-5-18 CP

**ARTICLE TWO**  
**FIDUCIARIES**

2.A. **Executor.** My nomination for the Executor of my Will, to serve without bond being required, shall be the then-acting Trustee or Trustees of THE LIVING TRUST OF DENNIS JOHN CARVER. The term "my Executor" as used in this Will shall include any personal representative of my estate.

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

JAN 05, 2018

C Powell

DC



Receipt on 11-29-17 of a Will  
of Dennis John Carter, deceased  
dated 1-22-17, pursuant to  
Sec. 320 Probate Code, is  
hereby acknowledged.

CLERK-SUPERIOR COURT

BY 2Hale Deputy

2.B. **Appointment of Special Executor.** If for any reason my Executor is unwilling or unable to act as Executor with respect to any provision of my Will or the administration of my estate, my Executor shall appoint, in writing, an individual, a bank, or a trust company that is not related or subordinate to my Executor within the meaning of §672(c) of the Internal Revenue Code (hereinafter referred to as "the Code") to act as a substitute or special Executor for such purpose, and may revoke any such appointment at will. Each substitute or special Executor so acting shall exercise all administrative and fiduciary powers granted by my Will unless expressly limited by the delegating Executor in the instrument appointing such substitute or special Executor. Any substitute or special Executor may resign at any time by delivering written notice to my Executor to that effect.

2.C. **Guardians.** I nominate my wife LORA as Guardian of the person and/or estate of any minor child of mine. If she fails to qualify or ceases to act, I nominate my Daughter BROOKE CARVER, 38368 Via Calorin Murrieta, CA 92562, as the successor Guardian. If the successor Guardian also fails to qualify or ceases to act, I nominate our Family Friends NICHOLAS AND LINDSY ALFANO, 28790 Butler Circle Menifee, CA 92584, as the alternate successor Guardian.

2.D. **No Bond Required.** Any fiduciary appointed under this Article Two shall serve without bond being required.

### **ARTICLE THREE**

#### **DISTRIBUTION OF ESTATE**

3.A. **Payment of Estate Expenses.** My Executor may pay from my estate, after consulting with the then-acting Trustee or Trustees of THE LIVING TRUST OF DENNIS JOHN CARVER, all debts which are then due and enforceable against my estate, the expenses of my last illness, the expenses of my final disposition without regard to statutory limitation or the necessity of prior court approval, the expenses of administering my estate, and all death taxes and governmental charges imposed and made payable under the laws of the United States or of any state or country by reason of my death. Such taxes shall include taxes imposed upon life insurance, endowment or annuity contracts upon my life, and upon all other property, whether passing under my Will or otherwise; provided that the assets, if any, over which I hold any taxable power of appointment at my death shall bear the entire increment and the burden of death taxes and other governmental charges to the extent that the total of such taxes and charges is greater than would have been imposed and made payable if I did not hold such a power of appointment, and to the extent required by law, I exercise such power of appointment in favor of the appropriate taxing authorities to discharge such taxes. Other than the above direction for the taxation of a power of appointment, the pro-ration of taxes imposed upon my estate shall be in the manner directed in said trust.

If my residuary estate is insufficient for such payments, in whole or in part, or if, in the discretion of my Executor, all or a part of such payments from my estate would prejudice the best interests of my estate, then my Executor shall direct the then-acting Trustee or Trustees of said trust to pay the appropriate amounts, either directly or to my Executor for such purposes.

  
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3.B. **Interest in Retirement Plans.** I give my wife all of my interest, if any, in any qualified retirement plans (i.e., IRA, Keogh, 401k, Pension and/or Profit-Sharing Plans) of which she is the owner/participant.

3.C. **Gift to Trust.** I give, devise and bequeath the remainder of my estate to the then-acting Trustee or Trustees of THE LIVING TRUST OF DENNIS JOHN CARVER, together with any additions or amendments thereto, to be added to the principal of that trust and to be held, administered and distributed under the Trust Agreement and any amendments to such Trust Agreement. I direct that such Trust Agreement shall not be administered under court supervision, control or accounting, and the Trustee shall not be required to give bond in such capacity.

3.D. **Alternate Disposition.** If the trust hereinabove referred to in Paragraph 1.B. of this Will is not in effect at my death, or if for any other reason the gift to said trust (as hereinabove set forth) cannot be accomplished, I specifically and completely incorporate the terms of said trust into this Will by reference. In such a situation, I direct my Executor to establish a trust in accordance with the provisions of said trust and give the remainder of my estate, excluding any property over which I might have a power of appointment, to the Trustee of such trust.

## ARTICLE FOUR

### ESTATE ADMINISTRATION

4.A. **General Powers of Executor.** My Executor shall have all of the powers now or hereafter conferred on the Executor by the California Probate Code, and any powers enumerated elsewhere in this Will.

4.B. **Digital Assets.** My Executor shall have the power to access, manage, and control any and all forms of digital assets, accounts and rights in which I have an interest at my death.

4.C. **Power to Make Tax Elections.** To the extent permitted by law, and without regard to the resulting effect on any other provision of this Will, on any person interested in my Estate, or on the amount of taxes that may be payable, my Executor shall have the power to choose a valuation date for tax purposes; choose the methods to pay any death taxes; elect to treat or use any item for state or federal estate or income tax purposes as an income tax deduction or an estate tax deduction; make such elections or allocations under the tax laws as the trustee of the trust hereinabove referenced in Paragraph 1.B. directs or, in the absence of such a direction, to the extent my executor deems advisable, without regard to the relative interests of the beneficiaries and without liability to any person; and, to disclaim all or any portion of any interest in property passing at or after my death to my Estate or to a trust created by me or established for my benefit (including, but not limited to, the trust hereinabove referenced in Paragraph 1.B.).

4.D. **Power to Elect "Portability".** In addition to the tax powers hereinabove set forth, my Executor is specifically authorized to elect, to the extent and in the manner authorized by §2010(c)(2) of the Code and any applicable regulations thereto, the allocation to my wife of any unused portion of my "applicable exclusion amount" for federal estate tax purposes; it is my intent that my Executor may affirmatively elect "portability" of the "deceased spousal unused exclusion

Will of Dennis John Carver: Page 3

  
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amount" [as said term is defined in §2010(c)(4) of the Code] pursuant to §2010(c)(5)(A) of the Code.

4.E. **Court Supervision.** My Estate may be managed, administered, distributed, and settled pursuant to the Independent Administration of Estates Act (specifically including all of the powers authorized by §§10400, *et seq.* of the California Probate Code, as though such powers were set forth herein).

## ARTICLE FIVE

### MISCELLANEOUS PROVISIONS

5.A. **No-Contest Provision.** Pursuant to §21310, *et seq.*, of the California Probate Code, in the event any beneficiary under this Will shall, singly or in conjunction with any other person or persons, undertake any of the following actions then the right of that person to take any interest given him or her by this Will shall be determined as it would have been determined had the person predeceased me without being survived by issue:

- (1) Directly contests, without probable cause, in any court the validity of my Will;
- (2) Seeks to obtain adjudication in any proceeding in any court that my Will or any of its provisions are void, except to the extent permitted by §21350 of the California Prob. Code;
- (3) Seeks otherwise to set aside my Will or any of its dispositive provisions;
- (4) Seeks to obtain adjudication in any proceeding in any court challenging the transfer of any property to or from my Estate on the grounds that such property was not mine at the time of the transfer or at the time of my death (for purposes of this subparagraph, a contest shall not include a responsive pleading, such as an objection, response, or answer, filed by a beneficiary in defense of a characterization or transfer of property); and/or,
- (5) Files a creditor's claim against my Estate or prosecutes an action against my Estate or this trust for any claim for damages or services alleged to have been incurred during my lifetime (for purposes of this subparagraph, a contest shall not include a creditor's claim filed by a beneficiary for reimbursement of administrative costs, expenses, funds advanced in preservation of my estate or sums advanced for payment of my last illness or for funeral expense).

My Executor is hereby authorized to defend, at the expense of my Estate, any contest or other attack of any nature on my Estate, this Will or any of its provisions.

5.B. **Severability Clause.** If any provision of this Will is invalid, that provision shall be disregarded, and the remainder of this Will shall be construed as if the invalid provision had not been included.

  
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5.C. **Governing Law.** All questions concerning the validity and interpretation of this Will, shall be governed by the laws of the State of California in effect at the time this Will is executed.

5.D. **Miscellaneous.**

- (1) As used in this Will, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates.
- (2) Article headings in this Will are inserted for convenience only, and are not to be considered in the construction of the provisions thereof.

IN WITNESS WHEREOF, I have on January 22, 2017, in the County of Riverside, State of California, signed, sealed, published and declared the foregoing instrument as and for my Last Will and Testament, in the presence of each and all of the subscribing witnesses, each of whom I have requested, in the presence of each of the others, to subscribe his or her name as an attesting witness, in my presence and in the presence of the others. I am of legal age, of sound mind, and under no constraint or undue influence.

  
DENNIS JOHN CARVER


On the date last above written, DENNIS JOHN CARVER declared to us, the undersigned, that the foregoing instrument was his Last Will and Testament and requested us to act as witnesses to it. To the best of our knowledge, DENNIS JOHN CARVER was of legal age, of sound mind, and under no constraint or undue influence. DENNIS JOHN CARVER thereupon signed this Will in our presence, all of us being present at the same time. We now, at his request, in his presence and in the presence of each other, subscribe our names as witnesses.

Executed on January 22, 2017, in the County of Riverside, State of California.

We declare under penalty of perjury that the foregoing is true and correct.

  
NICHOLAS J. ALFANO

29826 Haun Rd. #314 Menifee, CA 92586  
Menifee, California

  
JENNIFER SHEA

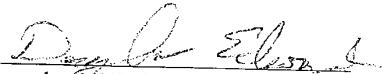
29826 Haun Rd. #314 Menifee, CA 92586  
Menifee, California

**AFFIDAVIT OF DOUGLAS M. EDWARDS, ESQ.**

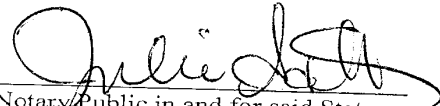
STATE OF NEVADA                     )  
  ) ss.  
COUNTY OF CLARK                 )

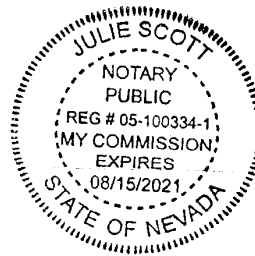
Douglas M. Edwards Esq., being first duly sworn, deposes and says:

1. I am over the age of twenty-one (21) years and competent to be a witness as to the matters hereinafter stated.
2. I am an attorney licensed to practice law in the State of California.
3. That I have knowledge and have read the Last Will and Testament of Dennis John Carver, dated January 22, 2017.
4. That said Last Will and Testament of Dennis John Carver is compliant and valid in accordance with the law and statutes of the State of California.

  
Douglas M. Edwards, Esq.

SUBSCRIBED AND SWORN TO before me  
this 14 day of June, 2018.

  
Notary Public in and for said State.



# THE LIVING TRUST OF DENNIS JOHN CARVER

THIS TRUST AGREEMENT is entered into by **DENNIS JOHN CARVER**, as Trustor, and **DENNIS JOHN CARVER** and **LORRAINE SUSAN CARVER**, as co-Trustees (hereinafter referred to as "the Trustee"). For all purposes hereunder, the words "I," "me," "my," "mine," and similar pronouns, shall refer to Trustor DENNIS JOHN CARVER and shall be construed as the possessive when the context would so indicate.

## ARTICLE I

### RECITALS AND CONVEYANCE

WHEREAS, I, DENNIS JOHN CARVER, desire to establish a trust of which, during my lifetime, I am the sole life beneficiary and the exclusive recipient of the economic benefits;

WHEREAS, this trust shall be initially funded with the assets described in the attached Schedule "A" entitled "INITIAL TRUST FUNDING"; these assets and any assets later added to the trust shall be known as the "trust fund" and shall be held, administered and distributed as provided in this document and any subsequent amendments to this document;

NOW, THEREFORE, the Trustee acknowledges receipt of the trust fund and shall hold the same in trust under the following terms, conditions and provisions:

## ARTICLE II

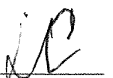
### DECLARATIONS

2.A. **Name.** This trust shall be known as **THE LIVING TRUST OF DENNIS JOHN CARVER**.

2.B. **Family.** I am married to LORRAINE SUSAN CARVER and all references to "my wife" shall be to her. There are two children of this marriage now living; their names and dates of birth are:

BROOKE NICOLE CARVER, born March 25, 1997  
MADISON DENISE CARVER, born February 6, 2001

2.C. **Successor Trustees.** If either of the above-named co-Trustees shall cease to act for any reason, the other shall act as sole Trustee of the trust. In the event that both of the above-named co-Trustees cease to act for any reason, Attorney and Friend NICHOLAS J. ALFANO, 28790 Butler Circle Menifee, CA 92584, shall act as the first alternate successor Trustee. If he fails to qualify or ceases to act, Business Manager and Friend JENNIFERSHEA shall act as the second alternate successor Trustee. While co-Trustees are acting, only one signature shall be required to

  
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conduct business with respect to property and/or assets held or owned by the trust. Any third party dealing with the trust may rely upon this singular authority without any further evidence. Any trust asset may be titled to reflect this authority, including the designation "and/or".

2.D. **Trust Fund.** I, and/or any other person, may add to the principal of the trust by deed, will, or otherwise.

2.E. **Definitions.** For any interpretation of this Trust Agreement, the following definitions shall apply:

(1) *Beneficiary.* The term "beneficiary" or "beneficiaries" shall mean any person and/or entity then eligible to receive current income or whose right to receive assets from the trust is currently vested;

(2) *Cease to Act.* The phrase "cease to act" shall mean the resignation, death, incapacity or disappearance of a Trustee;

(3) *Code.* Any reference to the "Code" shall refer to the Internal Revenue Code of 1986, as amended, and to any regulations pertaining to the referenced sections;

(4) *Descendants.* The term "descendants" shall include a person's lineal descendants of all generations;

(5) *Disappearance.* The term "disappearance" shall mean the individual's whereabouts remain unknown for a period of sixty (60) days. If any beneficiary (including me) is not seen or heard of for a period of one year and no physical remains or body has been recovered, it shall be presumed that such beneficiary is not alive;

(6) *Education.* As used in this Trust Agreement, the term "education" or "educational purposes" shall include any course of study or instruction which may, in the Trustee's discretion, be useful in preparing a beneficiary for any vocation consistent with such beneficiary's abilities and interests. Distributions for education may include tuition, fees, books, supplies, living expenses, travel and spending money to the extent that they are reasonable and necessary, again in the Trustee's absolute discretion;

(7) *Incapacity.*

(a) In the case of a question or dispute, incapacitation of a Trustee (whether such Trustee shall be me or a successor) shall be evidenced by written certification of two (2) physicians that the individual is unable to effectively manage his or her own property or financial affairs, whether as a result of age, illness, use of prescription medications, drugs or other substances, or any other cause;

(b) If there is no question or dispute, incapacitation of a Trustee shall be established by the written declaration of only one doctor;



- (c) An individual shall be deemed incapacitated if a court of competent jurisdiction has declared the individual to be incompetent or legally incapacitated. If an individual fails to grant the court making such determination valid authorization to disclose such individual's protected health information under any applicable federal and/or state statute, or if such individual subsequently revokes such authority, the individual shall be deemed incapacitated; and,
- (d) An individual shall be deemed restored to capacity whenever the individual's personal or attending physician provides a written opinion that the individual is able to effectively manage his or her own property and financial affairs and such individual shall then resume the position of Trustee or co-Trustee held immediately prior to the incapacitation;;
- (8) *Issue.* The term "issue" shall refer to lineal descendants of all degrees and shall include adopted persons; provided however, that such term shall refer only to the issue of lawful marriages and to children born outside of a lawful marriage only if a parent/child relationship (as determined under California law) existed between such child and his or her parent, living or deceased, who was a beneficiary hereunder. A child in gestation which is later born alive and survives for thirty (30) days shall be considered as issue in being throughout the period of gestation;
- (9) *Legal Representative or Personal Representative.* As used in this Trust Agreement, the term "legal representative" or "personal representative" shall mean a person's guardian, conservator, executor, administrator, trustee, or any other person or entity personally representing a person or the person's estate;
- (10) *Principal and Income.* The determination by the Trustee in all matters as to what shall constitute principal of the trust, gross income therefrom and distributable net income under the terms of the trust shall be governed by the provisions of the Principal and Income Act of the State of California, except as to any of such matters as may otherwise be provided for in this instrument. In the event and to the extent that any of such matters relating to what constitutes principal or income of the trust and in the allocation of receipts and disbursements between these accounts is not provided for either in this Trust Agreement or in such Principal and Income Act, the Trustee has full power and authority to determine such matters;
- (11) *Pronouns and Gender.* In this Trust Agreement, the feminine, masculine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates;
- (12) *Qualified Beneficiary.* The term "Qualified Beneficiary" shall mean any person and/or entity then eligible to receive current income or whose right to receive assets from the trust is currently vested as well as those who could receive distributions after termination of the interests of current beneficiaries;

(13) *Request in Writing.* When I am acting as the Trustee or as a co-Trustee, the requirement of a writing to be signed by me as the Trustor and/or the beneficiary and delivered to me as the Trustee shall be waived;

(14) *Right of Representation.* Whenever a distribution is to be made by "right of representation" or "per stirpes," the assets are to be divided into as many shares as there are then-living children and deceased children who left living descendants. Each living child shall receive one share and each deceased child's share shall be divided among such deceased child's then-living descendants in the same manner;

(15) *Shall or May.* Unless otherwise specifically provided in this agreement or by the context in which used, I use the word "shall" in this Trust Agreement to command, direct or require, and the word "may" to allow or permit, but not require. In the context of the Trustee, when I use the word "may" I intend that the Trustee may act in the Trustee's sole and absolute discretion unless otherwise stated in this Trust Agreement;

(16) *Trustee.* Any reference to "Trustee" shall be deemed to refer to whichever individual, individuals (including me) or corporation shall then be acting as the Trustee; and,

(17) *Trustor.* The term "Trustor" has the same legal meaning as "Grantor," "Settlor," "Trustmaker," or any other term referring to the maker of a trust.

2.F. **Governing Law.** This Trust Agreement is intended to create a California trust and all of the terms and provisions hereof shall be interpreted according to the California Trust Code (Division 9 of the California Probate Code beginning with §15000), except as shall be specifically modified herein. Nevertheless, the Trustee may change the situs of administration of the trust from one jurisdiction to another, thereby allowing this trust to be regulated and governed by the laws of another jurisdiction. Such action may be taken for any purpose the Trustee deems appropriate including minimization of taxes.

2.G. **Restrictions.** The interest of any beneficiary (whether entitled to current income or possessing only a future interest) in either the income or principal of the trust or any part of it shall not be alienated or in any other manner assigned or transferred by such beneficiary; and such interest shall be exempt from execution, attachment and other legal process which may be instituted by or on behalf of any creditor or assignee of such beneficiary; nor shall any part of such interest be liable for the debts or obligations (including spousal and/or child support, except as required under California law) of any such beneficiary. This paragraph is intended to impose a "Spendthrift Trust" on all interests held for any beneficiary. The rights of beneficiaries to withdraw trust property are personal and may not be exercised by a legal representative, attorney-in-fact, or others. IT IS MY INTENT THAT THE PRECEDING SPENDTHRIFT CLAUSE AND THE PROTECTIONS IT PROVIDES BE CONSIDERED A MATERIAL PURPOSE OF THIS TRUST AND ANY SUBSEQUENT TRUST CREATED HEREUNDER.

2.H. **Maximum Duration of Trusts.** Regardless of any other provision herein, the Maximum Duration for Trusts is the longest period that property may be held in trust under this Agreement

under the applicable rules of the State of California governing perpetuities, vesting, accumulations, the suspension of alienation and the like (including any applicable period in gross such as twenty-one (21) years or ninety-nine (99) years). If, under those rules, the Maximum Duration for Trusts shall be determined (or alternatively determined) with reference to the death of the last survivor of a group of individuals alive upon my death, or at such other time that the application of such rules limiting the maximum duration of trusts is deemed to begin, those individuals shall consist of all beneficiaries (including future and/or contingent) of this trust (as hereinafter named) alive at my death. Any trust created hereunder must end immediately prior to such maximum duration and, thereupon, the Trustee shall pay over the principal, free from such trust, to the person or persons then entitled to receive the net income.

**2.I. No-Contest Provision.** Pursuant to §21310, *et seq.*, of the California Probate Code, in the event any beneficiary under this trust shall, singly or in conjunction with any other person or persons, undertake any of the following actions then the right of that person to take any interest given him or her by this Trust Agreement shall be determined as it would have been determined had the person predeceased me without being survived by issue:

- (1) Contests in any court the validity of this Trust Agreement and/or of my last Will;
- (2) Seeks to obtain adjudication in any proceeding in any court that this Trust Agreement, or any of its provisions, and/or that my last Will, or any of its provisions, are void, except to the extent permitted by §21380 of the California Probate Code;
- (3) Seeks otherwise to set aside this Trust Agreement or any of its dispositive provisions;
- (4) Seeks to obtain adjudication in any proceeding in any court challenging the transfer of any property to or from this trust on the grounds that such property was not mine at the time of the transfer or at the time of my death; and/or,
- (5) Files a creditor's claim against my estate or prosecutes an action against my estate or this trust for any claim for damages or services alleged to have been incurred during my lifetime (this subparagraph shall not apply to a creditor's claim filed by a beneficiary solely for reimbursement of administrative costs, expenses, funds advanced in the preservation of my estate or for sums advanced for the payment of my last illness and/or funeral expenses).

The Trustee is hereby authorized to defend, at the expense of the trust, any contest or other attack of any nature on this Trust Agreement or any of its provisions. A "contest" shall include any action described above in an arbitration proceeding and shall not include any action described above solely in a mediation not preceded by a filing of a contest with a court, notwithstanding the foregoing; further, a "contest" shall not include a responsive pleading, such as an objection, response, or answer, filed by a beneficiary in defense of a characterization or transfer of property.

If California law governs the foregoing provisions of this Paragraph, then California Probate Code §21311 applies and the foregoing provisions of this Paragraph may only be enforced against the following types of contests:

- (1) a direct contest that is brought without probable cause;
- (2) a pleading to challenge a transfer of property on the grounds that it was not the transferor's property at the time of the transfer; and/or,
- (3) the filing of a creditor's claim or prosecution of an action based on it.

The terms "direct contest" and "pleading" have the same meanings as set forth in California Probate Code §21310. All trusts created in this agreement are "protected instruments" as provided in California Probate Code §21310(e).

2.J. **Presumptions.** Any beneficiary who shall not be living thirty (30) days after my death shall be deemed not to have survived me; except that in event of the simultaneous death of me and my wife, if the order of our deaths cannot be established by proof, each of us shall be deemed to have survived the other.

2.K. **Special Distributions.** If any income and/or principal of any trust hereunder ever vests outright under the provisions of this Trust Agreement in a person not yet twenty-one (21), or a person who suffers from substance abuse, or a person who the Trustee determines is incapacitated, or a person whose financial circumstances are such that failure to delay distributions will actually reduce the trust benefits to such person, then the Trustee, in the Trustee's discretion and without supervision of any court, shall hold or distribute such property (subsequently referred to in this Paragraph as the "protected property") in accordance with the following provisions:

- (1) The Trustee may hold any protected property in a separate trust for each such beneficiary, exercising as the Trustee of such trust all the administrative powers conferred in this Trust Agreement. The Trustee may accumulate or distribute to or for such beneficiary in accordance with subparagraph (2), as hereinbelow set forth, such amount or amounts of income and/or principal of the trust as the Trustee determines from time to time during the term of the trust to be appropriate. This separate trust shall terminate and vest absolutely when: (a) the beneficiary attains age twenty-one (21) if the beneficiary's age was the basis for the separate trust; (b) dies; (c) when the trust assets are exhausted by discretionary distributions; or, (d) the reason for the separate trust no longer exists in the Trustee's discretion. At such termination, the Trustee shall distribute the protected property then on hand in trust to the beneficiary or to the beneficiary's estate if the trust terminated at the beneficiary's death.
- (2) The Trustee may distribute any protected property to or for the benefit of such beneficiary: (a) directly to the beneficiary; (b) on behalf of the beneficiary for the beneficiary's exclusive benefit; (c) to any account in a bank, credit union, mutual fund and/or brokerage firm either in the name of such beneficiary or in a form reserving title,

management and custody of such account to a suitable person for the use of such beneficiary; (d) in any form of an annuity; and, (e) in all ways provided by law dealing with gifts or distributions to or for minors or persons under incapacity. The receipt for distributions by any such person shall fully discharge the Trustee.

(3) In determining whether to make distributions, the Trustee may consider other resources of the beneficiary, any governmental entitlements and the future needs of the beneficiary during the term of the trust. The protected property shall, at all times, remain free of all claims by any governmental agency and/or creditors of the beneficiary.

(4) Notwithstanding the provisions of the preceding subparagraphs or any other provision of this Agreement, the Trustee shall not suspend any mandatory distributions required for a trust to qualify, in whole or in part, for any Federal or state marital deduction or charitable deduction. Finally, nothing herein shall prevent a distribution mandated by the provisions hereinabove set forth relating to the Maximum Duration of Trusts.

**2.L. Conflict Resolution and Severability.** In order to save the cost of court proceedings and promote the prompt and final resolution of any dispute with regard to the interpretation of this Trust Agreement or the administration or distribution of my trust, I direct that any such dispute shall be settled by arbitration administered by the American Arbitration Association under its Arbitration Rules for Wills and Trusts then in effect. Nevertheless, the following matters shall not be arbitrable: (1) questions regarding my competency; or (2) attempts to remove a fiduciary. In addition, arbitration may be waived by all *sui juris* parties in interest.

The arbitrator(s) shall be a practicing lawyer licensed to practice law in the State of California (or such other state whose laws then govern this Trust Agreement) and whose practice has been devoted primarily to wills and trusts for at least ten (10) years. The arbitrator(s) shall apply the substantive law (and the law of remedies, if applicable) of the State of California (or such other state whose laws then govern this Trust Agreement). The arbitrator's decision shall not be appealable to any court, but shall be final and binding on any and all persons who have or may have an interest in this Trust Agreement, including unborn or incapacitated persons, such as minors or any person for whom a conservator has been appointed or any other protective order has been made.

Further, if any provision of this Trust Agreement is invalid, that provision shall be disregarded, and the remainder of this Trust Agreement shall be construed as if the invalid provision had not been included.

**2.M. Uneconomical Administration.** No other provision of this trust to the contrary, if at any time a share or trust being administered for any income beneficiary or group of income beneficiaries has such fair market value as to make the continued administration of the share or trust uneconomical as determined by the Trustee, in the Trustee's sole discretion, the Trustee may pay the entire balance of such share or trust to the person or persons then entitled to the income therefrom, in proportion to their interests therein.

## ARTICLE III

### TRUSTEESHIP

3.A. **Successor Trustees.** I may appoint individuals or corporations as co-Trustees or successor Trustees by a written instrument (other than a Will) delivered to the then-acting Trustee. If I am incapacitated, the person who I have nominated to serve as successor Trustee may designate his or her successor, if there is no named successor to that successor Trustee or if the person designated as his or her successor is unable or unwilling to serve.

3.B. **Appointment of Trustee.** If there is no Trustee acting hereunder, then a majority of the adult beneficiaries shall appoint a successor Trustee or co-Trustees by an instrument in writing, which appointment must be effective upon the date the last Trustee fails to qualify or ceases to act; provided however, if the Trustee who is being replaced was not related or subordinate (within the meaning of §672(c) of the Code) to the beneficiaries holding this power to appoint, the power to appoint a new Trustee or co-Trustees shall be limited to the appointment of a Trustee (or of co-Trustees) who is also not related or subordinate (within the meaning of §672(c) of the Code) to the beneficiaries holding this power to appoint. For purposes of this Paragraph, "beneficiaries" shall exclude charitable organizations.

3.C. **Resignation.** Any Trustee may resign at any time by giving written notice to me, if I am then-living, and thereafter to the other Trustees, if any, and, if not, to all the beneficiaries. Any such notice shall become effective as agreed by me or the majority of the beneficiaries, but no later than thirty (30) days after such written notice. Notwithstanding the foregoing, the Trustee may, at the expense of any trust created hereunder, secure the appointment of a successor Trustee of such trust by a court of competent jurisdiction.

3.D. **Liability.** No successor Trustee shall be under any obligation to examine the accounts of any prior trustee, and a successor Trustee shall be exonerated from all liability arising from any prior Trustee's acts or negligence. It is my intention that any Trustee serving hereunder shall be accountable only from the date such Trustee receives the assets of the trust.

3.E. **No Bond Required.** No bond shall be required of any person or institution named in this Trust Agreement as the Trustee.

3.F. **Compensation.** A Trustee shall be entitled to receive, out of the income and principal of the trust, compensation for its services hereunder to be determined, if a corporate Trustee, by the application of the current rates then charged by the Trustee for trusts of a similar size and character, and, if the Trustee shall be an individual, such compensation shall be the average of the current rates then charged by corporate fiduciaries doing trust business in the county of my residence for trusts of a similar size and character. The Trustee shall also be entitled to reimbursement for all travel and other necessary expenses incurred in the discharge of the Trustee's duties. The Trustee may impose any Trustee fees or other expenses of the trust against the principal or income of the trust without any duty to seek reimbursement from the interest not charged.

3.G. **Reports.** While I am living and if I am not acting as the Trustee or co-Trustee, the then-acting Trustee shall render an accounting at least annually to me unless I have waived such accounting. If I am incapacitated, such accounting shall be given to my legal conservator or, if no such conservator has been appointed, to my representative payee for Social Security purposes. After my death, and if my wife is then-acting as the Trustee or as a co-Trustee, and to the greatest extent permitted by law, the requirement for any notice, accounting and/or report to any qualified beneficiary concerning this trust shall be waived; thereafter, the Trustee shall render an annual accounting to each beneficiary, except as such reporting shall be waived by such beneficiary; provided however, if the only beneficiary then-entitled to an accounting is also the sole Trustee, the Trustee shall render an annual accounting to each qualified beneficiary, except as such reporting shall be waived by such qualified beneficiary.

(1) If beneficiaries entitled to an accounting are minors, their accounting shall be delivered to their parents or guardian. If beneficiaries entitled to an accounting are incapacitated, their accounting shall be delivered to their legal representative;

(2) Unless the accounting is objected to in writing within one hundred and eighty (180) days after mailing to the persons to whom the accounting is to be rendered, the account shall be deemed final and conclusive in respect to all transactions disclosed in the accounting. The accounting shall be binding on all persons interested in the trust, including beneficiaries who are not known or who are not yet born; and,

(3) The records of the Trustee shall be open at all reasonable times to inspections. The Trustee shall not be required to make any reports or accountings to the courts; however, nothing herein stated shall be deemed to restrict the Trustee from seeking judicial approval of the Trustee's accounts.

3.H. **Payments to Beneficiaries.**

(1) The Trustee shall pay the net income of any trust hereunder to the beneficiary to whom such income is directed to be paid, at such times and in such manner as shall be convenient to such beneficiary and agreed to by the Trustee;

(2) Any income and/or principal of any trust hereunder to which any beneficiary may be entitled may, without regard to any order or assignment purporting to transfer the same to any other person, be paid or distributed by the Trustee, in the Trustee's sole discretion, into the hands of such beneficiary, or to the guardian of the person of such beneficiary, or be mailed to such beneficiary's last known address, or deposited to the account of such beneficiary in a bank or trust company of good standing, or be applied for the benefit of such beneficiary and his or her dependents directly by the Trustee; and the receipt for any payment or distribution or evidence of the application of any income or principal made in conformity with the foregoing shall discharge the Trustee from any further liability therefore; and,

(3) Unless the Trustee shall have received actual written notice of the occurrence of an event affecting the beneficial interests of this Trust Agreement, the Trustee shall not be liable to any beneficiary of this Trust Agreement for distribution made as though the event had not occurred.

3.I. **Division of Trust Fund.** There shall be no requirement for the physical segregation or division of any trusts created hereunder except as segregation or division may be required by the termination of any of the trusts, but the Trustee shall keep separate accounts for the different undivided interests.

3.J. **Trustee Authority.**

(1) Subject to state law, a Trustee may appoint an "Attorney-in-Fact" and delegate to such agent the exercise of all or any of the powers conferred upon a Trustee and may at pleasure revoke such appointment. Any such appointment shall be made by a written, acknowledged instrument.

(2) No purchaser from or other person dealing with the Trustee shall be responsible for the application of any purchase money or thing of value paid or delivered to the Trustee, and the receipt by the Trustee shall be a full discharge; and no purchaser or other person dealing with the Trustee and no issuer, or transfer agent, or other agent of any issuer of any securities to which any dealings with the Trustee should relate, shall be under any obligation to ascertain or inquire into the power of the Trustee to purchase, sell, exchange, transfer, mortgage, pledge, lease, distribute or otherwise in any manner dispose of or deal with any security or any other property held by the Trustee or comprised in the trust.

(3) Prior to delivering the trust fund to a successor Trustee or to making any partial or complete distribution of principal hereunder (other than a distribution that is made in the exercise of the Trustee's discretion and does not terminate the trust), the Trustee may require an approval of the Trustee's accounts and a release and discharge from all beneficiaries having an interest in the distribution. If any beneficiary or beneficiaries shall refuse to provide a requested release and discharge, the Trustee may require court settlement of such accounts; all of the Trustee's fees and expenses (including attorneys' fees) attributable to court approval of such accounts shall be paid by the trust involved to the extent that the accounts are approved.

(4) The certification of a Trustee and/or Attorney-in-Fact that such Trustee and/or agent is acting according to the terms of this Trust Agreement shall fully protect all persons dealing with such Trustee and/or agent.

(5) Notwithstanding any power of individual signature contained in this Trust Agreement or hereafter conferred on the Trustees, no one co-Trustee shall have the right, power or authority to make any unilateral decision affecting the trust, other than of a purely ministerial nature.



3.K. **Release of Healthcare Information, including HIPAA Authority.** I intend for the Trustee to be treated as I would regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 USC 1320d and 45 CFR 160-164, and the California Confidentiality of Medical Information Act ("CMIA"), California Civil Code §56. I authorize any physician, healthcare professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health provider, any insurance company and medical information bureau or other health care clearinghouse that has provided treatment or services or that has paid for or is seeking payment from me for such services to give, disclose, and release, either orally or in writing, to the Trustee or Trustees, without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition. For the purpose of complying with §56.11 of the California Civil Code, I have executed a form entitled AUTHORIZATION AND WAIVER FOR THE INSPECTION AND DISCLOSURE OF INFORMATION RELATING TO MY PHYSICAL OR MENTAL HEALTH concurrently herewith.

The authority given to the Trustee shall supersede any prior agreement that I have made with my health care provider to restrict access to or disclosure of my individually identifiable health information. The authority given to the Trustee has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver such revocation to my health care providers.

3.L. **Life Insurance.** Upon my death, the Trustee shall proceed immediately to collect the net proceeds of policies, if any, on my life which are then payable to the Trustee and shall hold such proceeds for the purposes and upon the trusts provided in Article VI of this Trust Agreement. Payment to the Trustee by an insurance company of the proceeds of such policies and receipt of such proceeds by the Trustee shall be a full discharge of the liability of such insurance company with respect to such proceeds, and no insurance company need inquire into or take notice of this Trust Agreement or see to the application of such payments. The Trustee may prosecute and maintain any litigation necessary to enforce payment of such policies.

3.M. **Retirement Accounts.** To the extent any trust hereunder is the beneficiary of a Retirement Account (as hereinafter defined), the Trustee shall draw the benefits from the Retirement Account in amounts sufficient to meet the minimum distribution requirements of §401(a)(9) of the Code and the regulations thereunder (the "Required Minimum Distribution"). Notwithstanding any provision of the trust to the contrary, the Required Minimum Distribution shall be paid to or applied for the benefit of the person or persons then entitled to receive or have the benefit of the income from such trust, or if there is more than one income beneficiary, the Trustee shall make such distribution to such income beneficiaries in the proportion in which they are beneficiaries or if no proportion is designated in equal shares to such beneficiaries.

(1) "Retirement Account" means amounts held in or payable pursuant to a plan (of whatever type) qualified under Code §401, or an individual retirement arrangement under Code §408, or a Roth IRA under Code §408A, or a tax-sheltered annuity under Code §403 or any other benefit subject to the distribution rules of Code §401(a)(9), or the

corresponding provisions of any subsequent federal tax law. It is my intention that this trust qualify as a "conduit trust" under Code §401(a)(9) so that the trust's beneficiaries shall be considered designated beneficiaries for purposes of the minimum distribution rules, and that distributions may therefore be taken over the trust beneficiary's life expectancy (or the life expectancy of the oldest trust beneficiary).

(2) The Retirement Accounts shall not be subject to the claims of any creditor of my estate, they shall not be used for the satisfaction of any distributions to a "non-designated beneficiary" (as that term is defined in Treas. Reg. §1.401(a)(9)-4, Q&A 1) and they shall not be applied to the payment of my debts, taxes or other claims or charges against my estate unless and until all other assets available for such purposes have been exhausted, and even then only to the minimum extent that would be required under applicable law in the absence of any specific provision on this subject in this Trust, and, under no circumstances, shall they be used for such purpose after September 30<sup>th</sup> of the year following my death.

3.N. **Powers of Invasion.** A discretionary power given to a Trustee of any trust created hereunder to invade or utilize the principal of such trust for "health, support, maintenance or education" (or a similar use of such terms) shall be considered to be in compliance with §§2041 and 2514 of the Code and any exercise of such power shall be limited by those sections. Notwithstanding §16081(c) of the California Probate Code, any other discretionary power given to a Trustee of any trust created hereunder to invade or utilize the principal of such trust for any other purpose shall be deemed to be a broader power if a clear reading of the terms of such power would so indicate. Further, notwithstanding §16081(c) of the California Probate Code, any discretionary power to make distributions of income or principal of any trust created hereunder which is given to a current beneficiary as sole Trustee is specifically intended to be given to such sole Trustee and the right of any other beneficiary to have another Trustee appointed for the purpose of making such discretionary distributions is hereby specifically waived.

3.O. **Release of Powers.** Each Trustee shall have the power to release or to restrict the scope of any power that such Trustee may hold in connection with any trust created under this Trust Agreement, whether said power is expressly granted in this Trust Agreement or implied by law. The Trustee shall exercise this release in a written instrument specifying the powers to be released or restricted and the nature of any such restriction. Any released power shall pass to and be exercised by the other then-acting Trustees.

## ARTICLE IV

### TRUSTEE'S POWERS

Subject to the provisions and limitations set forth expressly herein, the Trustee shall have, in general, the power to do and perform any and all necessary acts and things in relation to the trust in the same manner and to the same extent as an individual might or could do with respect to his or her own property. No enumeration of specific powers made herein shall be construed as a limitation upon the foregoing general powers, nor shall any of the powers conferred herein upon the Trustee be exhausted by the use thereof, but each shall be continuing. In addition to the above, the Trustee shall have all of the powers authorized by §§16200, *et seq.*, of the California Probate

Code (as though such powers were set forth herein) and, in addition, the Trustee is specifically authorized and empowered to exercise those powers hereinafter set forth in Exhibit "A" (attached hereto and incorporated herein by reference as though fully set forth).

## ARTICLE V

### MY RETAINED POWERS

5.A. **Revocation.** During my lifetime, this Trust Agreement may be revoked in whole or in part by an acknowledged instrument in writing signed by me which shall refer to this Trust Agreement and this specific power and which shall be delivered to the then-acting Trustee.

5.B. **Amendment.** I may at any time during my lifetime amend any of the terms of this Trust Agreement by an acknowledged instrument in writing signed by me which shall refer to this Trust Agreement and this specific power and which shall be delivered to the then-acting Trustee.

5.C. **Powers Terminate on Death.** On my death, this Trust Agreement may not be amended, revoked, or terminated (except as hereinafter provided in Article VI).

5.D. **Powers Personal to Me.** My powers to revoke or amend this Trust Agreement are personal to me and shall not be exercisable on my behalf by any conservator or other person, except that revocation or amendment may be authorized, after notice to the Trustee, by the court that appointed the conservator. Notwithstanding the previous sentence, in the event that I appoint an "Attorney-in-Fact," I reserve the right to confer upon such Attorney-in-Fact the power (1) to add property to the trust with the consent of the Trustee; (2) by written instrument delivered to the Trustee, to withdraw any property held hereunder; and, (3) if specifically authorized in such appointment, by written instrument delivered to the Trustee, to modify or amend or revoke the trust (provided that the duties of the Trustee may not be increased or the Trustee's fees reduced without the consent of the Trustee). Any such appointment shall be made by a written, acknowledged instrument.

5.E. **Tangible Personal Property.** While I am living, I reserve the right to retain the control, use and possession of any or all of the tangible personal property included in the trust. I expressly limit the Trustee's responsibility with respect to the property so retained to the Trustee's function as the holder of legal title until I surrender my right to the use and possession of any such property or until my death. In addition, I shall have the right, exercisable by written notice to the Trustee on terms specified by me, to direct the sale, transfer, gift or other disposition of any such property, with or without consideration, and the Trustee shall take all actions necessary to comply with the terms of such notice. In the event I surrender any property to the Trustee, or upon my death, the Trustee shall take possession, preserve and maintain such property. The Trustee shall be responsible and accountable only for that tangible personal property which is actually in the Trustee's possession or control or, if retained by me, is found by application of reasonable diligence at my death or at such time that the Trustee asserts control.

5.F. **Residential Property.** I reserve the right to have complete and unlimited, possession, use and control of any real property which may ever constitute an asset of the trust estate and which is occupied by me for residential purposes, thereby retaining the requisite beneficial interest and

possessory rights in and to such real property to comply with the "Homestead" laws of the State in which such property is located, so that such requisite beneficial interest and possessory rights constitute in all respects "equitable title to real estate". Notwithstanding anything to the contrary contained in this Trust Agreement, my interest in such real property shall be an interest in real property, and not personalty, and such real property shall be deemed to be my homestead; such use and control shall be without rent or other accountability to the Trustee. As part of such use and control, I, and not the Trustee, shall have the responsibility to manage such property, pay taxes, insurance, utilities and all other charges against the property, and may, at my option, charge such expenses to the trust, or may request reimbursement for any advances made for such purposes.

## ARTICLE VI

### DISPOSITION OF TRUST FUND

6.A. **Trustee's Basic Duties.** During the term of this Trust Agreement, the Trustee shall hold, manage, invest and reinvest the trust fund, collect the income and profits from it, pay the necessary expenses of trust administration, and distribute the net income and principal as provided in this ARTICLE VI.

6.B. **Disposition During My Lifetime.** During my lifetime, the Trustee shall pay the net income of the trust fund as I shall direct. The Trustee shall also pay over to me, or to any person as directed by me, so much of the principal thereof as I shall request at any time or times during the remainder of my life. In the absence of direction from me, the Trustee is specifically authorized to pay over or apply the net income and/or the principal of the trust for the support and maintenance of any person or persons who is dependent upon my financial support.

6.C. **Disposition During My Incapacity.** If at any time, the Trustee determines that I have become physically or mentally incapacitated, whether or not a court of any jurisdiction has declared me in need of a conservator, the Trustee shall pay over or apply the net income and/or the principal of the trust to my support, maintenance, comfort, and/or well-being and/or to the payment of any taxes, bills or other obligations for which I may be liable. In addition to payments for my benefit, the Trustee is specifically authorized to initiate or continue any payments to a dependent person in the manner hereinabove set forth in Paragraph 6.B.; the initiation, continuation, amount and extent of such support shall be in the Trustee's sole and absolute discretion. The Trustee shall accumulate any of the net income not so paid over and/or applied and shall add the same to the principal of the trust, and shall thenceforth hold, administer and distribute the same as a part thereof.

As a guide to the Trustee, it is my intent that I shall remain in my primary residence as long as it is medically reasonable and, if I should ever need convalescent care, that I be able to return home as soon as it is medically reasonable; the expense of home care shall be of secondary importance. This paragraph is for the guidance of the Trustee only and should not be considered by any third party as a restriction or limitation on the Trustee's powers to manage the trust in the Trustee's absolute discretion.

6.D. **Deferral of Division or Distribution.** Whenever the Trustee is directed to make a distribution of trust assets or a division of trust assets into separate trusts or shares on my death, the Trustee may, in the Trustee's discretion, defer such distribution or division up to six (6) months after my death. When the Trustee defers distribution or division of the trust assets, the deferred division or distribution shall be made as if it had taken place at the time prescribed in this Trust Agreement in the absence of this Paragraph, and all rights given to the beneficiaries of such trust assets under other provisions of this Trust Agreement shall be deemed to have accrued and vested as of such prescribed time; further, the beneficiaries of such trust assets shall be entitled to receive interest on the delayed distribution pursuant to California law (if there is no provision expressly applicable to trusts, then interest shall be paid pursuant to California law applicable to decedents' estates).

Further, from time to time during the period between the death of the survivor of myself and Lora and the funding of any trust which is to come into existence under the terms of this Trust Agreement as a result of the death of the survivor of myself and Lora, Trustee may, in Trustee's discretion, distribute cash and/or other trust properties, not only to such trust, but also to or for the direct benefit of any individual beneficiary or beneficiaries of such trust (i.e., one to whom distributions of the income of such trust might then be made); provided however, that:

- (1) All such direct distributions to any beneficiary of any such trust shall be in lieu of (and thus credited toward) allocations otherwise required to be made to that trust as provided above; and,
- (2) No distribution which might thus be made to any beneficiary of any such trust shall exceed the amount then remaining to be allocated to that trust, or the amount which might properly be distributed by the trust to that beneficiary under the terms of that particular trust (nor shall it involve any trust assets which are prohibited by any other term of this Trust Agreement from allocation to that trust).

6.E. **Authorized Actions at My Death.** After my death, the Trustee is authorized and directed to pay over to my executor, administrator, or personal representative so much of the trust as such representative shall state in writing is necessary or desirable to provide my estate with funds with which to pay my funeral expenses, debts, cost of administration of my estate and/or the taxes on my taxable estate, including taxes which may be imposed upon the probate estate, upon the trust and/or upon any property or interest in property, legal or equitable, which is included in the taxable estate, and any such statement of such personal representative (regardless of the nature or extent of the assets held in my estate) shall be binding and conclusive upon the Trustee and upon all persons having any interest in the trust.

- (1) If such personal representative fails to furnish any such directions or if no such representative is appointed, the Trustee may, in its discretion, pay in whole or in part all debts which are due and enforceable against my estate, the expenses of the last illness, funeral, and administration and all taxes and other governmental charges imposed under the laws of the United States or of any state or country by reason of my death.

(2) Any estate taxes imposed on any trust assets, or on any assets included in my taxable estate not part of the trust (or not added to the trust following my death) shall be paid from the residue of the Trust Estate (i.e., after any specific distributions) and shall not be pro-rated among the beneficiaries and/or trusts who actually receive such property. Provided however:

- (a) No taxes shall be apportioned to, charged against or paid from any gift made to a charitable organization that qualifies for a charitable deduction under §2055 of the Code.
- (b) No taxes shall be apportioned to, charged against or paid from any property qualifying for the marital deduction under §2056 of the Code.
- (c) No taxes shall be apportioned to, charged against or paid from any other property excluded from the imposition of estate taxes by reason of any exemption, exclusion, or deduction applicable to the property, or because of (i) provisions of my Will or this Trust Agreement that expressly exclude the property from taxation; (ii) the relationship between me and the beneficiary of the property; or (iii) the character of the property. All such property shall pass free of estate taxes.

(3) Such authorized payments shall specifically exclude the payment of any generation-skipping transfer tax which shall be specifically borne by the asset(s) giving rise to such tax.

**6.F. Distribution at My Death if My Wife Survives.** On my death and if LORA survives me, the Trustee shall hold, administer and distribute the trust fund, as then constituted, plus any additions thereto as a result of my death (all of which is hereafter referred to as the "Trust Estate") as follows:

- (1) The Trustee shall distribute my tangible personal property to Lora.
- (2) The Trustee shall distribute the residue of the Trust Estate to the then-acting Trustee of that certain trust agreement known as THE LIVING TRUST OF LORRAINE SUSAN CARVER, executed by my wife concurrently herewith.

**6.G. Distribution at My Death if My Wife Predeceases Me.** On my death if LORA shall predecease me, the Trustee shall hold, administer and distribute the Trust Estate as follows:

- (1) The Trustee shall distribute, free of trust, such items of my tangible personal property as may then be included in the Trust Estate in accordance with any written instructions left by me and the remainder of such personal property, or all of it if no such instructions are left, to my daughters in equal shares.

(2) The Trustee shall divide the rest, remainder and residue of the Trust Estate into as many equal shares as there are daughters of mine then living and daughters of mine then deceased with issue then living. The Trustee shall allocate one (1) such share to each then-living daughter and one (1) such share to each group composed of the then-living issue of a deceased daughter. Each such share shall be distributed, or retained in trust, as hereafter provided:


- (a) As to each share set aside for either of my then-living daughters, the Trustee shall distribute the principal of the share, plus the accrued income of such share, to the daughter for whom such share shall be allocated.
- (b) For any share allocated to the issue of a deceased daughter, such share shall be distributed by right of representation. The Trustee shall hold, administer and distribute any such beneficiary's share in the following manner:
  - (i) As to each share so set aside, until each such beneficiary shall attain the age of 18 years, the Trustee shall pay over to, or apply for the benefit of such beneficiary so much of the net income and/or principal of his or her share as the Trustee, in the Trustee's discretion, shall deem advisable for such beneficiary's health, education, support, maintenance and welfare. Any income not so distributed shall be added to principal.
  - (ii) The Trustee shall also pay over to such beneficiary, after he or she shall have attained the age of 18 years, so much of the accrued income and principal of the Trust Estate set aside for such beneficiary as he or she shall request in writing at any time or times.
  - (iii) In the event of the death of any beneficiary while any undistributed part of his or her share shall then be held in trust hereunder, the Trustee shall (upon the death of said beneficiary) transfer and deliver forthwith his or her share to said deceased beneficiary's then-living issue, by right of representation. If said deceased beneficiary is not survived by issue, the Trustee shall (upon the death of said beneficiary) transfer and deliver forthwith his or her share to said beneficiary's then-living brothers and sisters, if any, and if none to my then-living issue, by right of representation.

(3) For all purposes hereunder, I am specifically not making any provision for ALEXA RAE CARVER, relationship undetermined or for her issue (if any).

Executed on January 22, 2017, in Riverside County, California.

  
\_\_\_\_\_  
**DENNIS JOHN CARVER,**  
Trustor

We hereby acknowledge receipt of the trust fund, accept the terms of THE LIVING TRUST OF DENNIS JOHN CARVER, and covenant that we will execute the trust with all due fidelity.

  
\_\_\_\_\_  
**DENNIS JOHN CARVER,**  
Co-Trustee

  
\_\_\_\_\_  
**LORRAINE SUSAN CARVER,**  
Co-Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

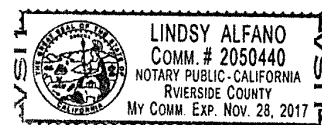
STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

On January 22, 2017, before me, LINDSY ALFANO, a Notary Public, personally appeared DENNIS JOHN CARVER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public Signature



Notary Public Seal



**EXHIBIT “A”**  
**OF**  
**THE LIVING TRUST OF DENNIS JOHN CARVER**  
*STANDARD TRUSTEE POWERS*

- (1) **Agreements.** To carry out the terms of any valid agreements which Trustor may have entered into during Trustor’s lifetime regarding property owned by the trust;
- (2) **Asset Title.** To hold securities or other property in the Trustee's name as trustee, or in "street name," or in bearer form.
- (3) **Bank Accounts.** To open and maintain bank accounts in the name of the Trustee with any bank, trust company or savings and loan association authorized and doing business in any State of the United States of America. If more than one the Trustee shall be acting, the Trustees may designate one or more of them to conduct banking activities and to make deposits, withdrawals and endorsements upon giving written notice of such designation to the bank, trust company, or savings and loan association in question; and such bank, trust company or savings and loan association shall be protected in relying upon such designation;
- (4) **Closely-Held Business.**
- (a) *Authority to Operate.* The Trustee may operate “the Business” (as defined below) and retain any equity interests in the Business, even if these interests would otherwise be a speculative or inappropriate investment for a Trust. This authority shall not supersede any right otherwise granted under this Trust Agreement to a surviving spouse to compel that certain trust assets be made productive. The Trustee may do all things related to the operation of the Business that may be appropriate, all in a fiduciary capacity:
    - (i) The Trustee may carry out the terms of any option or buy-sell agreements into which Trustor may have entered.
    - (ii) The Trustee may sell or liquidate any of the Business interests at such price and on such terms as the Trustee may deem advisable.
    - (iii) The Trustee may arrange for and supervise the continued operations of the Business.
    - (iv) The Trustee may vote (in person or by proxy) as stockholder or otherwise and in any matter involving the Business on behalf of the Trust.
    - (v) The Trustee may grant, exercise, sell or otherwise deal in any rights to subscribe to additional interests in the Business.
    - (vi) The Trustee may take any actions appropriate to cause the capital stock or securities in the Business to be registered for public sale under any state or Federal securities act; may enter into any underwriting agreements or other agreements

*Standard Trustee Powers*  
Exhibit “A” of The Dennis John Carver Living Trust

necessary or advisable for this registration and sale; and may grant indemnities to underwriters and others in connection with such registration.

- (vii) The Trustee may participate in any incorporation, dissolution, merger, reorganization or other change in the form of the Business and, where appropriate, deposit securities with any protective committees and participate in any voting trusts.
  - (viii) The Trustee may delegate to others discretionary power to take any action with respect to the management and affairs of the Business that Trustor could have taken as the owner of the Business.
  - (ix) The Trustee may invest additional capital in, subscribe to additional stock or securities of and lend money or credit to the Business from the Trust.
  - (x) The Trustee may accept as correct financial or other statements rendered by the Business as to its conditions and operations except when having actual notice to the contrary.
- (b) *Liabilities.* Any contractual and tort liabilities arising from the Business shall be satisfied first from its assets, and only secondarily from other assets of the Trust. The Trustee shall have no liability to anyone for any loss arising from the operations, retention or sale of the Business.
  - (c) *Compensation.* The Trustee shall be entitled to additional reasonable compensation for the performance of services with respect to the Business, which may be paid to the Trustee from the Business, the trust assets, or both, as the Trustee may deem advisable.
  - (d) *Conflict of Interest Waived.* The Trustee may exercise the authorities granted hereunder even if the Trustee personally shall own an interest in the Business.
  - (e) *"The Business" Defined.* "The Business" means any interest owned by Trustor, the Trust, or some combination of them, representing in the aggregate at least Five Percent (5%) of the total equity interests in any actively-conducted trade or business, whether incorporated or unincorporated. Trustor declares that the term "the Business" shall also include, but not be limited to, any five percent or greater equity interests in any general and/or limited partnerships, as well as membership interests in any limited liability company formed, operated, beneficially owned by or participated in (to the extent of five percent or more) by Trustor prior to Trustor's death, and shall also include any interest in SO CAL JETTINGS or its successor-in interest, if any. The term "the Business" does not include any interests that are regularly traded on an established exchange or over-the-counter.
- (5) **Contracts.** To enter into contracts which are reasonably incident to the administration of the trust;
  - (6) **Deal with Fiduciaries.** To buy from, sell to, and generally deal with the Trustee individually and as a fiduciary;
  - (7) **Depreciation Reserve.** The Trustee shall not be required to establish any reserve for depreciation or to make any charge for depreciation against any portion of the income of the trust fund;

(8) **Digital Assets.** To access, manage and control any and all forms of digital accounts, assets and rights;

(9) **Divisions and Distributions.** In any case in which the Trustee is required to divide any trust assets into shares for the purpose of distribution (or otherwise), such division may be in kind, including undivided interests in any real property, or partly in kind and partly in money, pro rata or non-pro rata. For such purposes, the Trustee may make such sales of trust assets as the Trustee may deem necessary on such terms and conditions as the Trustee shall deem fit, and to determine the relative value of the securities or other assets so allotted or distributed; the Trustee's determination of values and of the property for such distribution shall be conclusive. The decision of the Trustee in distributing assets in reliance on this paragraph shall be binding, and shall not be subject to challenge by any beneficiary;

(10) **Environmental Issues.** The Trustee may take into account any environmental law that may be relevant to any real estate included in the trust.

- (a) The Trustee may inspect property held directly or indirectly as part of the Trust assets, including any interests in incorporated or unincorporated business entities, to comply with environmental laws affecting this property and respond to a change in, or any actual or threatened violation of, any environmental law affecting property held as part of the Trust assets.
- (b) The Trustee may appropriately respond to a change in, or prevent, abate or otherwise remedy any actual or threatened violation of any environmental law affecting property held as part of the Trust assets, either before or after the initiation of an enforcement action by any governmental body.
- (c) The Trustee may refuse to accept the transfer to the Trust of additional property if the Trustee shall determine that this additional property either is or may reasonably be believed to be contaminated by any hazardous substance that could result in liability to the Trust.
- (d) The Trustee may disclaim any power granted by any document, statute or rule of law that, in the discretion of the Trustee, may reasonably be expected to cause the Trustee to incur personal liability under any environmental law.
- (e) The Trustee may charge the cost of any inspection, response or other action against the income or principal of the Trust.
- (f) The Trustee shall not be personally liable to any beneficiary for any decrease in value because of the compliance by the Trustee with any environmental law, including any reporting requirement. Neither the acceptance by the Trustee of property nor the failure by the Trustee to inspect property shall create any inference as to whether or not there is or may be any liability under any environmental law with respect to such property.
- (g) "Environmental law" means any Federal, state or local law relating to the protection of the environment or human health, and "hazardous substances" means any substances defined as hazardous or toxic or otherwise regulated by any environmental law.

(11) **Indebtedness.** With respect to any indebtedness owed to the trust, secured or unsecured:

- (a) To continue the same upon and after maturity, with or without renewal or extension, upon such terms as the Trustee deems advisable; and,

*Standard Trustee Powers*

Exhibit "A" of The Living Trust of Dennis John Carver

- (b) To foreclose any security for such indebtedness, to purchase any property securing such indebtedness and to acquire any property by conveyance from the debtor in lieu of foreclosure;

(12) **Invest and Reinvest.** To invest, reinvest, change investments and keep the trust fund invested in any kind of property, real, personal, or mixed, including by way of illustration but not limitation, oil and gas royalties and interests; precious metals; common and preferred stocks of any corporation; bonds; notes; debentures; trust deeds; mutual funds or common trust funds, including such funds administered by a the Trustee; interests in partnerships, whether limited or general and as a limited or general partner; intending hereby to authorize the Trustee to act in such manner as the Trustee shall believe to be in the best interests of the trust fund and the beneficiaries thereof. The Trustee is specifically vested with the power and authority to open, operate and maintain securities brokerage accounts wherein any securities may be bought and/or sold on margin, and to hypothecate, borrow upon, purchase and/or sell existing securities in such account as the Trustee shall deem appropriate or useful and, further, while Trustor is acting as the Trustee, such account(s) may deal in commodities, options, futures contracts, hedges, puts, calls and/or straddles (whether or not covered by like securities held in the brokerage account). These powers shall be construed as expanding the standards of the prudent investor rule as set forth in the Uniform Prudent Investor Act;

(13) **Loans.** To borrow for the trust fund from any person, corporation or other entity, including the Trustee, at such rates and upon such terms and conditions as the Trustee shall deem advisable, and to pledge as security therefore any of the assets of the trust fund for the benefit of which such loan is made; to execute, acknowledge and deliver mortgages, deeds of trust or other documents incidental thereto; to lend money upon such terms and such conditions as the Trustee deems to be in the best interests of the trust fund and the beneficiaries thereof, including the lending of money from one trust to any other trust created hereunder and to borrow on behalf of one trust from any other trust created hereunder, and further including the right to lend money to the probate estate of Trustor but in such event such loans shall be adequately secured and shall bear the then prevailing rate of interest for loans to such persons or entities for the purposes contemplated;

(14) **Manage and Control.** To manage, control, sell at public or private sale, convey, exchange, partition, divide, subdivide, improve, repair; to grant options and to sell upon deferred payments; to pledge or encumber by mortgage or deed of trust or any other form of hypothecation; to otherwise dispose of the whole or any part of the trust fund on such terms and for such property or cash or credit, or any combination thereof, as the Trustee may deem best; to lease for terms within or extending beyond the duration of the trust fund for any purposes; to create restrictions, easements, to compromise, arbitrate, or otherwise adjust claims in favor of or against the trust fund; to institute, compromise and defend actions and proceedings with respect to the trust fund; and to secure such insurance, at the expense of the trust fund, as the Trustee may deem advisable;

(15) **Professional Assistance.** To employ and compensate agents, investment managers, attorneys, accountants, and other professionals deemed by the Trustee to be reasonably necessary for the administration of the trust fund, and the Trustee shall not be liable for any losses occasioned by the good faith employment of such professionals, nor shall the Trustee be liable for any losses occasioned by any actions taken by the Trustee in good faith reliance upon any advice or recommendation thereof; to pay all costs, taxes, and charges in connection with the administration of the trust fund; and to be reimbursed for all reasonable expenses, including attorneys' fees, incurred in the management and protection of the trust fund and to pay such professionals a reasonable fee without court approval thereof. Any such payment by the Trustee of such fees shall be out of principal or income, as the Trustee may elect, or partially out of each. The discretion of the Trustee to pay these expenses from income or principal, or partially from each, is subject to the Trustee's fiduciary obligation to treat income beneficiaries and remaindermen equitably;

*Standard Trustee Powers*

Exhibit "A" of The Living Trust of Dennis John Carver

(16) **Purchase.** To purchase property at its fair market value as determined by the Trustee from the probate estate (if any) of Trustor;

(17) **Qualification for Government Benefits.** The Trustee is authorized to take any actions that the Trustee determines to be appropriate or necessary in connection with my qualification for or receipt of government benefits, including benefits (whether income, medical, disability, or otherwise) from any agency (whether state, federal, or otherwise), such as Social Security, MediCal, Medicare, or state supplemental programs;

(18) **Receive Assets.** To receive, take possession of, sue for, recover and preserve the assets of the trust fund, both real and personal, coming to its attention or knowledge, and the rents, issues and profits arising from such assets;

(19) **Retention of Trust Property.** To retain, without liability for loss or depreciation resulting from such retention, any assets received by the Trustee or any property that may from time to time be added to the trust fund or any trust created hereunder; or any property in which the funds of any trust may from time to time be invested, for such time as the Trustee shall deem best, even though such property may represent a large percentage of the total property of the trust fund;

(20) **Securities.** With respect to any corporation or partnership, the stocks, bonds or interests in which may form a part of the trust estate, to act in the same manner and to exercise any and all powers which an individual could exercise as the legal owner of any such corporate stock or partnership interest, including the right to vote in person or in proxy, or to surrender, exchange or substitute stocks, bonds, or other securities as an incident to the merger, consolidation, re-capitalization or dissolution of any of such corporation, or to exercise any option or privilege which may be conferred upon the holders of such stocks, bonds, or other securities, either for the exchange or conversion of the same into other securities or for the purchase of additional securities, and to make any and all payments which may be required in connection therewith;

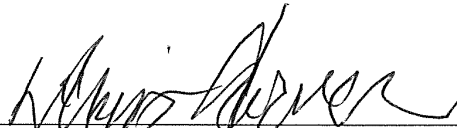
(21) **Tax Consequences.** To prepare and file returns and arrange for payment with respect to all local, state, federal and foreign taxes incident to this Trust Agreement; to take any action and to make any election, in the Trustee's discretion, to minimize the tax liabilities of this Trust Agreement and its beneficiaries; and,

(22) **General Powers.** To do any and all other acts necessary, proper or desirable for the benefit of the trust fund and its beneficiaries, and to effectuate the powers conferred upon the Trustee hereunder.

**SCHEDULE "A"**  
**OF**  
**THE LIVING TRUST OF DENNIS JOHN CARVER**  
*INITIAL TRUST FUNDING*

1. Account Number: \*\*\*Invest Number\*\*\*  
\*\*\*Invest Holder\*\*\*
2. All interest in SO CAL JETTINGS, a sole proprietorship
3. All articles of personal and household use and ornament of every kind and description  
and wheresoever situated.

Executed on January 22, 2017, in Riverside County, California.

  
\_\_\_\_\_  
**DENNIS JOHN CARVER,**  
Trustor

## Trustee Resignation

I, Nicholas A. Alfano, am currently serving as Trustee of the Living Trust of Dennis John Carver dated January 22, 2017, established by Dennis John Carver (the "Trust"). I, Nicholas A. Alfano was appointed to serve as first alternate Trustee upon the death or incapacity of the then acting Co-Trustees, Dennis John Carver and Lorraine Susan Carver. Dennis John Carver and Lorraine Susan Carver died on October 16, 2017. I agreed to act and accepted appointment as successor Trustee effective October 17, 2017.

Under Section 2.C. of the Trust, Jennifer Shea is nominated as second alternate Trustee if I fail or cease to act. Upon information and belief, Jennifer Shea has refused to act as successor Trustee. No additional alternates are named in the Trust.

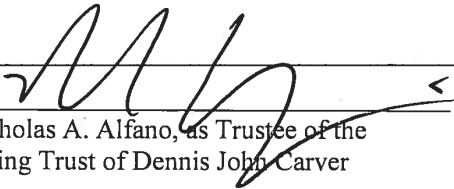
Pursuant to Section 3.A. of the Trust, a Trustee may designate the successor Trustee if the person designated as the alternate successor Trustee is unable or unwilling to serve. Based upon the declination to serve of Jennifer Shea, I have authority to appoint the successor Trustee upon my resignation and I hereby appoint Brooke Nicole Carver and Rhonda L. Morgan to act together as successor Co-Trustees. Brooke Nicole Carver and Rhonda L. Morgan have agreed to serve as successor Co-Trustees.

Pursuant to the terms of the Trust, notice of my resignation and appointment of the successor Trustees is being provided to all beneficiaries of the Trust.

In accordance with the above, I, Nicholas A. Alfano, hereby resign as Trustee of the Trust in favor of Brooke Nicole Carver and Rhonda L. Morgan, who I am appointing as successor Co-Trustees pursuant to Section 3.A. of the Trust. This resignation is effective immediately.

Dated: April 23, 2018.

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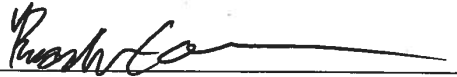


Nicholas A. Alfano, as Trustee of the  
Living Trust of Dennis John Carver

## Successor Trustee Acceptance

I, Brooke Nicole Carver, hereby accept my appointment as successor Co-Trustee of the Living Trust of Dennis John Carver dated January 22, 2017, effective immediately.

Dated: April 23, 2018.



Brooke Nicole Carver

## Successor Trustee Acceptance

I, Rhonda L. Morgan, hereby accept my appointment as successor Co-Trustee of the Living Trust of Dennis John Carver dated January 22, 2017, effective immediately.

Dated: April 23, 2018.



Rhonda L. Morgan

Successor Trustee Acceptance



1 **DECL**

2 DONNA STIDHAM, ESQ.

3 Nevada Bar No. 9663

4 LAW OFFICE OF DONNA STIDHAM, LLC

5 2551 S Fort Apache Rd #103

6 Las Vegas, NV 89117

7 Phone: (702) 444-3713

8 Facsimile: (702) 444-3714

9 donna@stidhamlawoffice.com

10 Attorneys for Petitioner,

11 Rhonda L. Morgan

12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 IN THE MATTER OF THE ESTATE OF

15 DENNIS JOHN CARVER

16 Deceased,

Case No.:

Dept. No. PC1


Date of Hearing:

Time of Hearing: 9:30 a.m.

17 **DECLINATION TO SERVE AS EXECUTOR**

18 I, Brooke Nichole Carver, under penalty of perjury state and acknowledge that I am named  
19 Executor of the Last Will and Testament, dated January 22, 2017, of Lorraine Susan Carver.

20 As such, I decline to serve as Executor of the Estate of Lorraine Susan Carver.

21   
22 Brooke Nicole Carver

23 SUBSCRIBED AND SWORN to before me  
24 this \_\_\_\_ day of \_\_\_\_\_, 2018.

25 \_\_\_\_\_  
26 Notary Public

27 See Attached  
28 \_\_\_\_\_

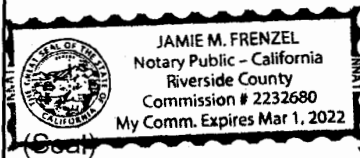
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me on this 15<sup>th</sup>  
day of June, 2018, by Brooke Nicole Carver

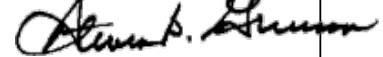
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature

Jamie M. Frenzel

## EXHIBIT 2



1 **NOH**  
2 DONNA STIDHAM, ESQ.  
3 Nevada Bar No. 9663  
4 LAW OFFICE OF DONNA STIDHAM, LLC  
5 2551 S Fort Apache Rd #103  
6 Las Vegas, NV 89117  
7 Phone: (702) 444-3713  
8 Facsimile: (702) 444-3714  
9 [donna@stidhamlawoffice.com](mailto:donna@stidhamlawoffice.com)  
10 Attorneys for Petitioner,  
11 Rhonda L. Morgan

9 **DISTRICT COURT**  
10 **CLARK COUNTY, NEVADA**

11 IN THE MATTER OF THE ESTATE OF  
12  
13 DENNIS JOHN CARVER  
14  
Deceased,

Case No.: P-18-095892-E  
Dept. No. PC1

Date of Hearing: July 20, 2018  
Time of Hearing: 9:30 a.m.

15 **NOTICE OF HEARING ON PETITION FOR PROBATE OF WILL AND ISSUANCE OF**  
16 **LETTERS**

17  
18 **PLEASE TAKE NOTICE** that Rhonda L. Morgan, Petitioner, filed with the Court a  
19 PETITION FOR PROBATE OF WILL AND ISSUANCE OF LETTERS, for the Estate of the above-  
20 named Decedent; that a hearing on the Petition has been set for the **20th day of July, 2018, at the**  
21 **hour of 9:30 A.M. in Dept. Probate** of the above-entitled Court which is located at REGIONAL  
22 JUSTICE CENTER, 200 Lewis Avenue, Las Vegas, Nevada, 89155, Courtroom to be determined.  
23 Further details concerning this Petition can be obtained by reviewing the Court file at the office of the  
24 County Clerk, Clark County Courthouse, or by contacting the Petitioner(s) or the attorney for the  
25 Petitioner(s) whose name, address and telephone number is:  
26

27 ///  
28

1 Donna Stidham, Esq., of the Law Office of Donna Stidham, LLC at 2551 S Fort Apache Rd #103 Las

2 Vegas, NV 89117, telephone no.: (702) 444-3713.

3  
4 Submitted by:

5  
6 LAW OFFICE OF DONNA STIDHAM, LLC

7 By: Donna Stidham, Esq.

8 DONNA STIDHAM, ESQ.

9 Nevada Bar No. 9663

10 2551 S Fort Apache Rd #103

11 Las Vegas, NV 89117

12 Phone: (702) 444-3713

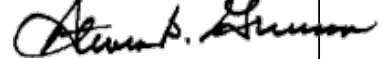
13 Facsimile: (702) 444-3714

14 [donna@stidhamlawoffice.com](mailto:donna@stidhamlawoffice.com)

15 Attorneys for Petitioner,

16 Rhonda L. Morgan

## EXHIBIT 3



**ADD**

DONNA STIDHAM, ESQ.  
Nevada Bar No. 9663  
LAW OFFICE OF DONNA STIDHAM, LLC  
2551 S Fort Apache Rd #103  
Las Vegas, NV 89117  
Phone: (702) 444-3713  
Facsimile: (702) 444-3714  
[donna@stidhamlawoffice.com](mailto:donna@stidhamlawoffice.com)  
Attorneys for Petitioner,  
Rhonda L. Morgan

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

IN THE MATTER OF THE ESTATE OF  
  
DENNIS JOHN CARVER  
  
Deceased,

Case No.: P-18-095892-E  
Dept. No. PC1

Date of Hearing: July 20, 2018  
Time of Hearing: 9:30 a.m.

**ADDENDUM TO PETITION FOR PROBATE OF WILL AND ISSUANCE OF LETTERS**

Petitioner, Rhonda L. Morgan, hereby presents Addendum to Petition for Probate of Will and Issuance of Letters, and in support of this Petition, Petitioner respectfully states the following:

1. On or about April 18, 2018, Jennifer Shea was informed by Nicholas A. Alfano that he was resigning as successor trustee. Jennifer Shea executed a Declination to Serve. A copy of the Declination to Serve is attached as Exhibit "1."

DATED this 3<sup>rd</sup> day of July, 2018.

Submitted by:  
LAW OFFICE OF DONNA STIDHAM, LLC

By: Donna Stidham, Esq.  
DONNA STIDHAM, ESQ.  
Nevada Bar No. 9663

DECLINATION TO ACT AS TRUSTEE

I, JENNIFER SHEA, am a named second alternate successor Trustee named in that declaration of trust executed by John Dennis Carver on January 22, 2017, known as The Living Trust of Dennis John Carver (the "Trust"). I hereby decline to serve as successor Trustee of The Living Trust of Dennis John Carver, dated January 22, 2017.

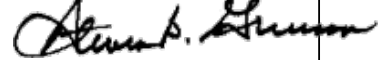
Dated: 4-18-2018

Jennifer Shea  
JENNIFER SHEA

RA000046



## EXHIBIT 4



**CRTM**  
DONNA STIDHAM, ESQ.  
Nevada Bar No. 9663  
LAW OFFICE OF DONNA STIDHAM, LLC  
2551 S Fort Apache Rd #103  
Las Vegas, NV 89117  
Phone: (702) 444-3713  
Facsimile: (702) 444-3714  
[donna@stidhamlawoffice.com](mailto:donna@stidhamlawoffice.com)  
Attorneys for Petitioner,  
Rhonda L. Morgan

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

IN THE MATTER OF THE ESTATE OF  
  
DENNIS JOHN CARVER  
  
Deceased,

Case No.: P-18-095892-E  
Dept. No. PC1

Date of Hearing: July 20, 2018  
Time of Hearing: 9:30 a.m.

**CERTIFICATE OF MAILING**

I HEREBY CERTIFY that on this date, I deposited for mailing in the U.S. Mail, postage prepaid, a true and correct copy of the foregoing PETITION FOR PROBATE OF WILL AND ISSUANCE OF LETTER, ADDENDUM TO PETITION FOR PROBATE OF WILL AND ISSUANCE OF LETTERS, and NOTICE OF HEARING in an envelope addressed to the following:

Medicaid Estate Recovery  
1100 E. William Street # 109  
Carson City, NV 89701

Rhonda L. Morgan  
31630 Railroad Canyon  
Road, Ste 10  
Canyon Lake, CA 92587

Brooke Nichole Carver  
38368 Via Calorin  
Murrieta, CA 92562

Madison Denise Carver  
38368 Via Calorin  
Murrieta, CA 92562

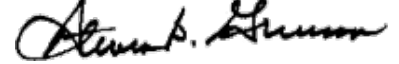
DATED this 3rd day of July, 2018.

  
an employee of the Law Office of Donna Stidham, LLC

## EXHIBIT 5

AFFP  
P-18-095892-E NOH

Electronically Filed  
7/16/2018 10:28 AM  
Steven D. Grierson  
CLERK OF THE COURT



## Affidavit of Publication

STATE OF NEVADA }  
COUNTY OF CLARK } SS

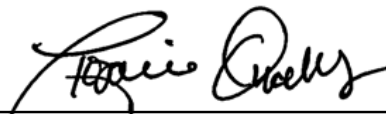
I, Rosalie Qualls state:

That I am Assistant Operations Manager of the Nevada Legal News, a daily newspaper of general circulation, printed and published in Las Vegas, Clark County, Nevada; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

Jul 02, 2018  
Jul 09, 2018  
Jul 16, 2018

That said newspaper was regularly issued and circulated on those dates. I declare under penalty of perjury that the foregoing is true and correct.

DATED: Jul 16, 2018

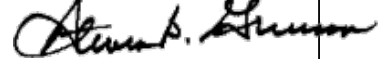
  
\_\_\_\_\_  
Rosalie Qualls

DISTRICT COURT  
CLARK COUNTY, NEVADA  
Case No.: P-18-095892-E Dept. No. PC1  
IN THE MATTER OF THE ESTATE OF DENNIS JOHN CARVER Deceased,  
NOTICE OF HEARING ON PETITION FOR PROBATE OF WILL AND ISSUANCE OF LETTERS  
Date of Hearing: July 20, 2018  
Time of Hearing: 9:30 a.m.  
PLEASE TAKE NOTICE that Rhonda L. Morgan, Petitioner, filed with the Court a PETITION FOR PROBATE OF WILL AND ISSUANCE OF LETTERS, for the Estate of the above-named Decedent; that a hearing on the Petition has been set for the 20th day of July, 2018, at the hour of 9:30 A.M. in Dept. Probate of the above-entitled Court which is located at REGIONAL JUSTICE CENTER, 200 Lewis Avenue, Las Vegas, Nevada, 89155, Courtroom to be determined. Further details concerning this Petition can be obtained by reviewing the Court file at the office of the County Clerk, Clark County Courthouse, or by contacting the Petitioner(s) or the attorney for the Petitioner(s) whose name, address and telephone number is: Donna Stidham, Esq., of the Law Office of Donna Stidham, LLC at 2551 S Fort Apache Rd #103 Las Vegas, NV 89117, telephone no.: (702) 444-3713. Submitted by: LAW OFFICE OF DONNA STIDHAM, LLC, By: DONNA STIDHAM, ESQ., Nevada Bar No. 9663, 2551 S Fort Apache Rd #103, Las Vegas, NV 89117, Phone: (702) 444-3713, Facsimile: (702) 444-3714, donna@stidhamlawoffice.com, Attorneys for Petitioner, Rhonda L. Morgan  
Published in Nevada Legal News  
July 2, 9, 16, 2018

04109007 00449043 702-444-3714

LAW OFFICE OF DONNA STIDHAM, LLC  
2551 S FORT APACHE RD, STE. 103  
LAS VEGAS, NV 89117

## EXHIBIT 6



**ADD**  
DONNA STIDHAM, ESQ.  
Nevada Bar No. 9663  
LAW OFFICE OF DONNA STIDHAM, LLC  
2551 S Fort Apache Rd #103  
Las Vegas, NV 89117  
Phone: (702) 444-3713  
Facsimile: (702) 444-3714  
[donna@stidhamlawoffice.com](mailto:donna@stidhamlawoffice.com)  
Attorneys for Petitioner,  
Rhonda L. Morgan

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

IN THE MATTER OF THE ESTATE OF  
  
DENNIS JOHN CARVER  
  
Deceased,

Case No.: P-18-095892-E  
Dept. No. PC1

Date of Hearing: July 20, 2018  
Time of Hearing: 9:30 a.m.

**ADDENDUM TO PETITION FOR PROBATE OF WILL AND ISSUANCE OF LETTERS**

Petitioner, Rhonda L. Morgan, hereby presents Addendum to Petition for Probate of Will and Issuance of Letters, and in support of this Petition, Petitioner respectfully states the following:

1. The Petitioner's address is 5004 Seashore Drive, Apt. B, Newport Beach, CA 92663.
2. That said decedent left a Last Will and Testament which your Petitioner alleges upon information and belief to be the Last Will and Testament of said decedent. The original Last Will and Testament was filed in the Superior Court of California, County of Riverside. A certified copy of said Last Will and Testament is attached hereto as Exhibit "1" and incorporated herein by this reference.

///

///

1 DATED this 18th day of July, 2018.

2

3 Submitted by:  
4 LAW OFFICE OF DONNA STIDHAM, LLC

5

6 By: Donna Stidham, Esq.  
7 DONNA STIDHAM, ESQ.  
8 Nevada Bar No. 9663

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MCP 1700877  
MWD 1700152  
LAST WILL AND TESTAMENT  
OF  
DENNIS JOHN CARVER

VG1  
DEC 05 2017

I, DENNIS JOHN CARVER, a resident of Riverside County, California, declare that this is my Last Will and Testament, hereby revoking all prior Wills and Codicils.

DW2  
FEB 07 2018

ARTICLE ONE  
DECLARATIONS

1.A. **Family.** I am married to LORRAINE SUSAN CARVER and all references to "my wife" shall be to her. I have two children of this marriage now living; their names and dates of birth are:

BROOKE NICOLE CARVER, born March 25, 1997  
MADISON DENISE CARVER, born February 6, 2001

I have intentionally, and not as a result of any mistake or inadvertence, omitted in this Will to provide for any other children and/or issue of mine, if any, however defined by law, presently living. Any child or children born after the date of this Will shall be treated as though they were named in this Paragraph.

1.B. **Trust Agreement.** The term "TRUST AGREEMENT" as used in this Will shall refer to that certain unrecorded trust instrument known as THE LIVING TRUST OF DENNIS JOHN CARVER, created by me concurrently herewith.

1.C. **Property.** I confirm to my wife her one-half interest in any of our community property, with or without the necessity of probate administration or other court order, at my wife's discretion. It is my intention by this Will to dispose of my separate property (if any) and my interest in the property owned by my wife and me (other than any property held in joint tenancy with my wife at the time of my death).

ADMITTED TO PROBATE 1-5-18 CP

ARTICLE TWO  
FIDUCIARIES

2.A. **Executor.** My nomination for the Executor of my Will, to serve without bond being required, shall be the then-acting Trustee or Trustees of THE LIVING TRUST OF DENNIS JOHN CARVER. The term "my Executor" as used in this Will shall include any personal representative of my estate.

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

JAN 05, 2018

CP C Powell

DC



Receipt on 11-29-17 of a Will  
of Dennis John Carver, deceased  
dated 1-22-17, pursuant to  
Sec. 320 Probate Code, is  
hereby acknowledged.

CLERK-SUPERIOR COURT

BY J. Hals Deputy

2.B. **Appointment of Special Executor.** If for any reason my Executor is unwilling or unable to act as Executor with respect to any provision of my Will or the administration of my estate, my Executor shall appoint, in writing, an individual, a bank, or a trust company that is not related or subordinate to my Executor within the meaning of §672(c) of the Internal Revenue Code (hereinafter referred to as "the Code") to act as a substitute or special Executor for such purpose, and may revoke any such appointment at will. Each substitute or special Executor so acting shall exercise all administrative and fiduciary powers granted by my Will unless expressly limited by the delegating Executor in the instrument appointing such substitute or special Executor. Any substitute or special Executor may resign at any time by delivering written notice to my Executor to that effect.

2.C. **Guardians.** I nominate my wife LORA as Guardian of the person and/or estate of any minor child of mine. If she fails to qualify or ceases to act, I nominate my Daughter BROOKE CARVER, 38368 Via Calorin Murrieta, CA 92562, as the successor Guardian. If the successor Guardian also fails to qualify or ceases to act, I nominate our Family Friends NICHOLAS AND LINDSY ALFANO, 28790 Butler Circle Menifee, CA 92584, as the alternate successor Guardian.

2.D. **No Bond Required.** Any fiduciary appointed under this Article Two shall serve without bond being required.

### ARTICLE THREE

#### DISTRIBUTION OF ESTATE

3.A. **Payment of Estate Expenses.** My Executor may pay from my estate, after consulting with the then-acting Trustee or Trustees of THE LIVING TRUST OF DENNIS JOHN CARVER, all debts which are then due and enforceable against my estate, the expenses of my last illness, the expenses of my final disposition without regard to statutory limitation or the necessity of prior court approval, the expenses of administering my estate, and all death taxes and governmental charges imposed and made payable under the laws of the United States or of any state or country by reason of my death. Such taxes shall include taxes imposed upon life insurance, endowment or annuity contracts upon my life, and upon all other property, whether passing under my Will or otherwise; provided that the assets, if any, over which I hold any taxable power of appointment at my death shall bear the entire increment and the burden of death taxes and other governmental charges to the extent that the total of such taxes and charges is greater than would have been imposed and made payable if I did not hold such a power of appointment, and to the extent required by law, I exercise such power of appointment in favor of the appropriate taxing authorities to discharge such taxes. Other than the above direction for the taxation of a power of appointment, the pro-ration of taxes imposed upon my estate shall be in the manner directed in said trust.

If my residuary estate is insufficient for such payments, in whole or in part, or if, in the discretion of my Executor, all or a part of such payments from my estate would prejudice the best interests of my estate, then my Executor shall direct the then-acting Trustee or Trustees of said trust to pay the appropriate amounts, either directly or to my Executor for such purposes.

  
DC



3.B. **Interest in Retirement Plans.** I give my wife all of my interest, if any, in any qualified retirement plans (i.e., IRA, Keogh, 401k, Pension and/or Profit-Sharing Plans) of which she is the owner/participant.

3.C. **Gift to Trust.** I give, devise and bequeath the remainder of my estate to the then-acting Trustee or Trustees of THE LIVING TRUST OF DENNIS JOHN CARVER, together with any additions or amendments thereto, to be added to the principal of that trust and to be held, administered and distributed under the Trust Agreement and any amendments to such Trust Agreement. I direct that such Trust Agreement shall not be administered under court supervision, control or accounting, and the Trustee shall not be required to give bond in such capacity.

3.D. **Alternate Disposition.** If the trust hereinabove referred to in Paragraph 1.B. of this Will is not in effect at my death, or if for any other reason the gift to said trust (as hereinabove set forth) cannot be accomplished, I specifically and completely incorporate the terms of said trust into this Will by reference. In such a situation, I direct my Executor to establish a trust in accordance with the provisions of said trust and give the remainder of my estate, excluding any property over which I might have a power of appointment, to the Trustee of such trust.

#### ARTICLE FOUR

##### ESTATE ADMINISTRATION

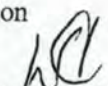
4.A. **General Powers of Executor.** My Executor shall have all of the powers now or hereafter conferred on the Executor by the California Probate Code, and any powers enumerated elsewhere in this Will.

4.B. **Digital Assets.** My Executor shall have the power to access, manage, and control any and all forms of digital assets, accounts and rights in which I have an interest at my death.

4.C. **Power to Make Tax Elections.** To the extent permitted by law, and without regard to the resulting effect on any other provision of this Will, on any person interested in my Estate, or on the amount of taxes that may be payable, my Executor shall have the power to choose a valuation date for tax purposes; choose the methods to pay any death taxes; elect to treat or use any item for state or federal estate or income tax purposes as an income tax deduction or an estate tax deduction; make such elections or allocations under the tax laws as the trustee of the trust hereinabove referenced in Paragraph 1.B. directs or, in the absence of such a direction, to the extent my executor deems advisable, without regard to the relative interests of the beneficiaries and without liability to any person; and, to disclaim all or any portion of any interest in property passing at or after my death to my Estate or to a trust created by me or established for my benefit (including, but not limited to, the trust hereinabove referenced in Paragraph 1.B.).

4.D. **Power to Elect "Portability".** In addition to the tax powers hereinabove set forth, my Executor is specifically authorized to elect, to the extent and in the manner authorized by §2010(c)(2) of the Code and any applicable regulations thereto, the allocation to my wife of any unused portion of my "applicable exclusion amount" for federal estate tax purposes; it is my intent that my Executor may affirmatively elect "portability" of the "deceased spousal unused exclusion

Will of Dennis John Carver: Page 3

  
DC



amount" [as said term is defined in §2010(c)(4) of the Code] pursuant to §2010(c)(5)(A) of the Code.

4.E. **Court Supervision.** My Estate may be managed, administered, distributed, and settled pursuant to the Independent Administration of Estates Act (specifically including all of the powers authorized by §§10400, *et seq.* of the California Probate Code, as though such powers were set forth herein).

## ARTICLE FIVE

### MISCELLANEOUS PROVISIONS

5.A. **No-Contest Provision.** Pursuant to §21310, *et seq.*, of the California Probate Code, in the event any beneficiary under this Will shall, singly or in conjunction with any other person or persons, undertake any of the following actions then the right of that person to take any interest given him or her by this Will shall be determined as it would have been determined had the person predeceased me without being survived by issue:

- (1) Directly contests, without probable cause, in any court the validity of my Will;
- (2) Seeks to obtain adjudication in any proceeding in any court that my Will or any of its provisions are void, except to the extent permitted by §21350 of the California Prob. Code;
- (3) Seeks otherwise to set aside my Will or any of its dispositive provisions;
- (4) Seeks to obtain adjudication in any proceeding in any court challenging the transfer of any property to or from my Estate on the grounds that such property was not mine at the time of the transfer or at the time of my death (for purposes of this subparagraph, a contest shall not include a responsive pleading, such as an objection, response, or answer, filed by a beneficiary in defense of a characterization or transfer of property); and/or,
- (5) Files a creditor's claim against my Estate or prosecutes an action against my Estate or this trust for any claim for damages or services alleged to have been incurred during my lifetime (for purposes of this subparagraph, a contest shall not include a creditor's claim filed by a beneficiary for reimbursement of administrative costs, expenses, funds advanced in preservation of my estate or sums advanced for payment of my last illness or for funeral expense).

My Executor is hereby authorized to defend, at the expense of my Estate, any contest or other attack of any nature on my Estate, this Will or any of its provisions.

5.B. **Severability Clause.** If any provision of this Will is invalid, that provision shall be disregarded, and the remainder of this Will shall be construed as if the invalid provision had not been included.

5.C. **Governing Law.** All questions concerning the validity and interpretation of this Will, shall be governed by the laws of the State of California in effect at the time this Will is executed.

5.D. **Miscellaneous.**

- (1) As used in this Will, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates.
- (2) Article headings in this Will are inserted for convenience only, and are not to be considered in the construction of the provisions thereof.


IN WITNESS WHEREOF, I have on January 22, 2017, in the County of Riverside, State of California, signed, sealed, published and declared the foregoing instrument as and for my Last Will and Testament, in the presence of each and all of the subscribing witnesses, each of whom I have requested, in the presence of each of the others, to subscribe his or her name as an attesting witness, in my presence and in the presence of the others. I am of legal age, of sound mind, and under no constraint or undue influence.

  
DENNIS JOHN CARVER

On the date last above written, DENNIS JOHN CARVER declared to us, the undersigned, that the foregoing instrument was his Last Will and Testament and requested us to act as witnesses to it. To the best of our knowledge, DENNIS JOHN CARVER was of legal age, of sound mind, and under no constraint or undue influence. DENNIS JOHN CARVER thereupon signed this Will in our presence, all of us being present at the same time. We now, at his request, in his presence and in the presence of each other, subscribe our names as witnesses.

Executed on January 22, 2017, in the County of Riverside, State of California.

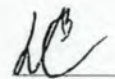
We declare under penalty of perjury that the foregoing is true and correct.

  
NICHOLAS J. ALFANO

29826 Haun Rd. #314 Menifee, CA 92586  
Menifee, California

  
JENNIFER SHEA

29826 Haun Rd. #314 Menifee, CA 92586  
Menifee, California

  
DC



3.1. Governing Law. All questions concerning the validity and interpretation of this Will shall be governed by the laws of the State of California in effect at the time this Will is executed.

3.2. Miscellaneous

- (1) As used in this Will, the masculine term shall include females of equal gender, and the singular or plural number shall be deemed to include the others whenever the context so indicates.
- (2) Article headings in this Will are inserted for convenience only, and are not to be considered in the construction of the provisions hereof.

IN WITNESS WHEREOF, I have on January 22, 2018, in the County of Riverside, State of California, signed, sealed, published and declared the foregoing instrument as and for my Last Will and Testament, in the presence of each and all of the subscribing witnesses, each of whom I have requested, in the presence of each of the others, to subscribe his or her name as an attesting witness, in my presence and in the presence of the others, I am of legal age, of sound mind, and under no constraint or undue influence.

*[Signature]*  
DENNIS JOHN CARVER

On the date last above written, DENNIS JOHN CARVER declared to us, the undersigned, that the foregoing instrument was his Last Will and Testament and requested us to act as witnesses to it. To the best of our knowledge, DENNIS JOHN CARVER was of legal age, of sound mind, and under no constraint or undue influence. DENNIS JOHN CARVER thereupon signed this Will in our presence, all of us being present at the time of signing, in the presence of DENNIS JOHN CARVER, and the foregoing is true and correct.

This must be in red to be a  
"CERTIFIED COPY"

Each document to which this certificate is attached is certified to be a full, true and correct copy of the original on file and of record in my office.

Superior Court of California  
County of Riverside



By *[Signature]*  
DEPUTY  
Dated: MAY 16 2018

Certification must be in red to be a  
"CERTIFIED COPY"

29826 Hunn Rd. #314 Menifee, CA 92586  
Menifee, California

*[Signature]*  
JENNIFER SHEA

## EXHIBIT 7

*Steven D. Grierson*

120  
1 **ORDR**  
2 DONNA STIDHAM, ESQ.  
3 Nevada Bar No. 9663  
4 LAW OFFICE OF DONNA STIDHAM, LLC  
5 2551 S Fort Apache Rd #103  
6 Las Vegas, NV 89117  
7 Phone: (702) 444-3713  
8 Facsimile: (702) 444-3714  
9 [donna@stidhamlawoffice.com](mailto:donna@stidhamlawoffice.com)  
10 Attorneys for Petitioner,  
11 Rhonda L. Morgan

9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 IN THE MATTER OF THE ESTATE OF  
12  
13 DENNIS JOHN CARVER  
14 Deceased,

Case No.: P-18-095892-E  
Dept. No. PC1

Date of Hearing: July 20, 2018  
Time of Hearing: 9:30 a.m.

15 **ORDER GRANTING PETITION FOR PROBATE OF**  
16 **WILL AND ISSUANCE OF LETTERS**

17  
18 The Petition of Rhonda L. Morgan, for Probate of Will and Issuance of Letters for the Estate  
19 of the above-named Decedent, having this date come on for hearing before the undersigned, that  
20 notice of the hearing on the Petition was duly given; that the Decedent at the time of his death left an  
21 estate in Clark County, Nevada, and good cause appearing therefor, it is hereby:

22 **ORDERED** that the Will of the Decedent is admitted to probate and that the Petitioner,  
23 Rhonda L. Morgan, is appointed Personal Representative of the Estate of the Decedent and that  
24 Letters be issued to the Petitioner after having duly qualified and requiring:  
25

26 ☒ A directive for no bond;

27 ☐ All monies received by this estate will be placed in a blocked account until further order by  
28



1 the court and proof of the blocked account shall be filed with the court within thirty (30) days from  
2 the date of entry of this court order.

3 ~~All liquid assets received by this estate will be placed in the attorney's trust account until~~  
4 ~~further order by the court.~~ *SLC*

5  
6 **IT IS FURTHER ORDERED** that all other necessary and proper orders may be made in the  
7 premises.

8 DATED this 20<sup>th</sup> day of July, 2018.

9  
10 *Vincent Ochoa*

11 District Court Judge *sa*

12  
13  
14 Submitted by:

15 LAW OFFICE OF DONNA STIDHAM, LLC

16  
17 By: *Donna Stidham, Esq.*  
18 DONNA STIDHAM, ESQ.  
19 Nevada Bar No. 9663  
20 2551 S Fort Apache Rd #103  
21 Las Vegas, NV 89117  
22 Phone: (702) 444-3713  
23 Facsimile: (702) 444-3714  
24 [donna@stidhamlawoffice.com](mailto:donna@stidhamlawoffice.com)  
25 Attorneys for Petitioner,  
26 Rhonda L. Morgan  
27  
28

## EXHIBIT 8

**DISTRICT COURT  
CLARK COUNTY, NEVADA****Probate - General Administration****COURT MINUTES****July 20, 2018**

---

P-18-095892-E            In the matter of:  
                                 Dennis Carver, Deceased

---

**July 20, 2018            09:30 AM    Petition - HM**

**HEARD BY:**            Yamashita, Wesley            **COURTROOM:** RJC Courtroom 17A

**COURT CLERK:**      Chun, Sharon

**PARTIES PRESENT:**

**Dennis John Carver, Decedent, Not Present            Donna Stidham, Attorney, Not Present**

**Rhonda L Morgan, Personal Representative,            Donna Stidham, Attorney, Not Present**  
**Petitioner, Not Present**

**JOURNAL ENTRIES**

Matter being on the Approved List and there being no objection heard, COMMISSIONER RECOMMENDED, Petition GRANTED, WILL ADMITTED, NO BOND, and Full/General Administration APPROVED.

**INTERIM CONDITIONS:****FUTURE HEARINGS:**

## EXHIBIT 9

*Heather S. Shuman*  
CLERK OF THE COURT

**LTA**  
DONNA STIDHAM, ESQ.  
Nevada Bar No. 9663  
LAW OFFICE OF DONNA STIDHAM, LLC  
2551 S Fort Apache Rd #103  
Las Vegas, NV 89117  
Phone: (702) 444-3713  
Facsimile: (702) 444-3714  
[donna@stidhamlawoffice.com](mailto:donna@stidhamlawoffice.com)  
Attorneys for Petitioner,  
Rhonda L. Morgan

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

IN THE MATTER OF THE ESTATE OF  
  
DENNIS JOHN CARVER  
  
Deceased,

Case No.: P-18-095892-E  
Dept. No. PC1  
  
Date of Hearing:  
Time of Hearing: 9:30 a.m.

**LETTERS TESTAMENTARY**

On the 20<sup>th</sup> day of July, 2018, the Court entered an Order appointing Rhonda L. Morgan as  
Executor of the Decedent's Estate. The Order includes:

- ☒ A directive for no bond;
- ☐ All monies received by this estate will be placed in a blocked account until further order by  
the court and proof of the blocked account shall be filed with the court within thirty (30) days from  
the date of entry of this court order.
- ☐ All liquid assets received by this estate will be placed in the attorney's trust account until  
further order by the court.

///

///

1 The Executrix having duly qualified may act and has the authority and duties of Executrix. In  
2 testimony of which, I have this date signed these Letters and affixed the Seal of the Court.

3 Steven D. Grierson, Clerk of the Court

4  
5 By:

6 Deputy Clerk

SHARLENN VITAL

Date

7/25/18

OATH



8  
9 I, Rhonda L. Morgan, whose mailing address is 31630 Railroad Canyon Road, Ste. 10,  
10 Canyon Lake, California 92587, do solemnly affirm that I will faithfully perform according to law the  
11 duties of Executrix and that all matters stated in any petition or paper filed with the Court by me are  
12 true of my own knowledge or, if any matters are stated on information and belief, I believe them to be  
13 true.  
14

15  
16 A handwritten signature in black ink, appearing to be "Rhonda L. Morgan".  
17 Rhonda L. Morgan

18  
19 SUBSCRIBED AND AFFIRMED before me  
20 this \_\_\_\_ day of June, 2018.

21  
22  
23 NOTARY PUBLIC

24  
25  
26 See Attached  
27  
28

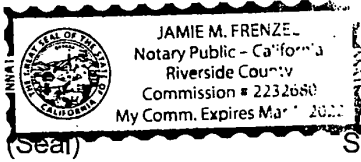
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me on this 18<sup>th</sup>  
day of June, 2018, by Phonda L. Morgan

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.

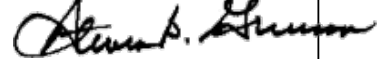


Signature

Jamie M. Frenze

## EXHIBIT 10





**NOTC**  
DONNA STIDHAM, ESQ.  
Nevada Bar No. 9663  
LAW OFFICE OF DONNA STIDHAM, LLC  
2551 S Fort Apache Rd #103  
Las Vegas, NV 89117  
Phone: (702) 444-3713  
Facsimile: (702) 444-3714  
[donna@stidhamlawoffice.com](mailto:donna@stidhamlawoffice.com)  
Attorneys for Petitioner,  
Rhonda L. Morgan

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

IN THE MATTER OF THE ESTATE OF  
  
DENNIS JOHN CARVER  
  
Deceased,

Case No.: P-18-095892-E  
Dept. No. PC1

**NOTICE TO CREDITORS**  
**NINETY (90) DAY NOTICE**

Pursuant to NRS 147.010 and 155.020, notice is hereby given that by an Order dated July 20, 2018, this Court appointed Rhonda L. Morgan as Personal Representative for the Estate of Dennis John Carver, who died October 16, 2017. All creditors having claims against the Estate are required to file their claims with the Court Clerk within ninety (90) days after the mailing or first publication of this notice (as the case may be), or their claims will be forever barred.

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1           Such claims must satisfy the requirements of NRS 147.070, NRS 147.080, and the other  
2 provisions of NRS Chapter 147.

3           DATED this 25th day of July, 2018.

4  
5 Submitted by:

6 LAW OFFICE OF DONNA STIDHAM, LLC

7  
8 By: Donna Stidham, Esq.  
9 DONNA STIDHAM, ESQ.

10 Nevada Bar No. 9663

2551 S Fort Apache Rd #103

Las Vegas, NV 89117

11 Phone: (702) 444-3713

12 Facsimile: (702) 444-3714

[donna@stidhamlawoffice.com](mailto:donna@stidhamlawoffice.com)

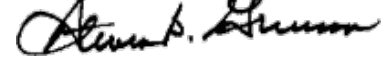
13 Attorneys for Petitioner,

14 Rhonda L. Morgan  
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## EXHIBIT 11

AFFP  
P-18-095892-E NTC

Electronically Filed  
8/10/2018 9:50 AM  
Steven D. Grierson  
CLERK OF THE COURT



## Affidavit of Publication

STATE OF NEVADA }  
COUNTY OF CLARK } SS

I, Rosalie Qualls state:


That I am Assistant Operations Manager of the Nevada Legal News, a daily newspaper of general circulation, printed and published in Las Vegas, Clark County, Nevada; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

Jul 27, 2018  
Aug 03, 2018  
Aug 10, 2018

DISTRICT COURT  
CLARK COUNTY, NEVADA  
Case No.: P-18-095892-E Dept. No. PC1  
IN THE MATTER OF THE ESTATE OF DENNIS JOHN CARVER Deceased,  
NOTICE TO CREDITORS  
NINETY (90) DAY NOTICE  
Pursuant to NRS 147.010 and 155.020, notice is hereby given that by an Order dated July 20, 2018, this Court appointed Rhonda L. Morgan as Personal Representative for the Estate of Dennis John Carver, who died October 16, 2017. All creditors having claims against the Estate are required to file their claims with the Court Clerk within ninety (90) days after the mailing or first publication of this notice (as the case may be), or their claims will be forever barred. Such claims must satisfy the requirements of NRS 147.070, NRS 147.080, and the other provisions of NRS Chapter 147. DATED this 25th day of July, 2018. Submitted by: LAW OFFICE OF DONNA STIDHAM, LLC, By: DONNA STIDHAM, ESQ., Nevada Bar No. 9663, 2551 S Fort Apache Rd #103, Las Vegas, NV 89117, Phone: (702) 444-3713, Facsimile: (702) 444-3714, donna@stidhamlawoffice.com, Attorneys for Petitioner, Rhonda L. Morgan  
July 27, August 3, 10, 2018

That said newspaper was regularly issued and circulated on those dates. I declare under penalty of perjury that the foregoing is true and correct.

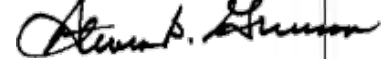
DATED: Aug 10, 2018

  
\_\_\_\_\_  
Rosalie Qualls

04109007 00450385 702-444-3714

LAW OFFICE OF DONNA STIDHAM, LLC  
2551 S FORT APACHE RD, STE. 103  
LAS VEGAS, NV 89117

## EXHIBIT 12



**PET**

DONNA STIDHAM, ESQ.  
Nevada Bar No. 9663  
LAW OFFICE OF DONNA STIDHAM, LLC  
2551 S Fort Apache Rd #103  
Las Vegas, NV 89117  
Phone: (702) 444-3713  
Facsimile: (702) 444-3714  
[donna@stidhamlawoffice.com](mailto:donna@stidhamlawoffice.com)  
Attorneys for Petitioner,  
Rhonda L. Morgan

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

IN THE MATTER OF THE ESTATE OF  
  
DENNIS JOHN CARVER

Deceased,

Case No.: P-18-095892-E  
Dept. No. PC1

Hearing Date: May 3, 2019  
Hearing Time: 9:30 a.m.

**PETITION FOR WAIVER OF ACCOUNTING, FOR PAYMENT OF ATTORNEY'S FEES,  
AND PETITION FOR DISTRIBUTION**

Rhonda L. Morgan, (the "Petitioner") as Executor for Estate of Dennis John Carver, (the "Estate") now presents to this Honorable Court this Petition for Waiver of Final Accounting, for Payment of Attorneys' Fees and Costs, and for Final Distribution of the Estate. In support of this petition, the Executor respectfully declares:

1. That Dennis John Carver died on the 16th day of October, 2017, in Riverside County, California. The Decedent was not a resident of Clark County, Nevada, but jurisdiction is proper under NRS 136.010 because the Decedent died owning real property in Clark County, Nevada.

2. That Letters Testamentary were issued to Petitioner by the Court herein on July 25, 2018, and that Petitioner has been, and now is, the duly appointed, qualified and acting Executor of the Estate of Dennis John Carver.

1           3.     That immediately after Letters Testamentary were issued to Petitioner in this estate  
2 matter, Petitioner caused to be duly published a Notice to Creditors as required by N.R.S. 147.010,  
3 and that an Affidavit of Publication of such notice has been filed herein.

4           4.     More than ninety (90) days have elapsed since publication of said Notice. No creditor  
5 claims have been filed in this matter.

6           5.     That Brooke Nichole Carver and Rhonda L. Morgan, as co-trustees of The Living  
7 Trust of Dennis John Carver, dated January 22, 2017, the sole beneficiary of the Estate, have waived  
8 the requirement of an inventory in this matter pursuant to NRS 144.010. The Waiver of Inventory is  
9 attached as Exhibit "1."

10           6.     In accordance with NRS 150.075, Brooke Nichole Carver and Rhonda L. Morgan, as  
11 co-trustees of The Living Trust of Dennis John Carver, dated January 22, 2017, the sole beneficiary  
12 of the Estate, have agreed to waive the final accounting. The Waiver of Accounting is attached as  
13 Exhibit "2."

14           7.     The Petitioner has waived the compensation to which she is entitled for her services as  
15 personal representative of the Estate under NRS 150.020.

16           8.     That the Law Office of Donna Stidham, LLC, as attorney for the Administrator of the  
17 estate, has rendered the legal services necessary to the administration of said estate, has performed  
18 services on behalf of the estate, including preparing and filing all necessary legal documents, notices  
19 and pleadings required to date in this estate matter, and other necessary services in connection with  
20 this estate matter, for which services the Petitioner has agreed to pay personally out of the estate the  
21 sum of \$12,180.00 for attorney's fees, a copy of which is attached hereto as Exhibit "3." This fee is  
22 just and reasonable in the circumstances. That the firm has advanced costs to the estate in the amount  
23 of \$1,383.12. That the Law Office of Donna Stidham, LLC, may also advance additional fees and  
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28

1 costs in conjunction with the closing of the Estate, which will not exceed \$2,000 in fees and \$500 in  
2 costs without prior Court approval. Petitioner request that she be authorized and directed to pay The  
3 Law Office of Donna Stidham, LLC, the total balance in the amount of \$16,063.12.

4  
5 9. All notices and requirements of statute have been duly and regularly had and taken  
6 prior to the filing of this account and petition for fees, and said estate is now in a condition to be  
7 finally settled and distributed.

8  
9 10. After allowance and payment of unpaid fees and closing expenses, this estate will be  
10 in a condition to be finally settled and distributed. It is appropriate to distribute the assets of the  
11 Estate pursuant to the Decedent's will. The will is a pour-over will and Article 3.C., directs that the  
12 entire Estate be distributed to The Living Trust of Dennis John Carver, dated January 22, 2017. In the  
13 event additional Estate assets are later discovered, such assets should also be distributed to The  
14 Living Trust of Dennis John Carver, dated January 22, 2017.

15  
16 11. Petitioner requests that she be authorized and directed to distribute and record an  
17 Executor's Deed, by virtue of which title to the decedent's real properties, listed on Exhibit "4," shall  
18 be vested in the name of The Living Trust of Dennis John Carver, dated January 22, 2017.

19  
20 12. In the event any assets are hereinafter found, said assets should be distributed to The  
21 Living Trust of Dennis John Carver, dated January 22, 2017.

22  
23 13. In the event there are any unpaid taxes due to any governmental agency, Petitioner  
24 requests that any such taxes remaining due and owing as a result of the death of Dennis John Carver  
25 be borne by The Living Trust of Dennis John Carver, dated January 22, 2017.

26  
27 14. That no requests for special notice have been filed in this estate proceeding.  
28



1        WHEREFORE, Petitioner prays that this account and petition shall be set for hearing; that  
2 notice of time and place for such hearing shall be given in the manner required by law; and that, after  
3 hearing the matters of this petition, this Court orders the following:

- 4            1.        Waiving the requirement of an inventory in accordance with NRS 144.010;
- 5            2.        Waiving the requirement of a final accounting in accordance with NRS 150.075;
- 6            3.        That the Petitioner be authorized and directed to pay The Law Office of Donna  
7 Stidham, LLC, the sum of \$13,563.12 for outstanding legal fees and costs in this matter and  
8 \$2,500.00 for the additional fees and costs in conjunction with the closing of the Estate for a total of  
9 \$16,063.12 due and owing;
- 10           4.        That the Petitioner be authorized and directed to distribute the remaining assets to The  
11 Living Trust of Dennis John Carver, dated January 22, 2017;
- 12           5.        That the Petitioner be authorized and directed to distribute and record an Executor's  
13 Deed, by virtue of which title to the decedent's real properties, listed on Exhibit "4," shall be vested  
14 in the name of The Living Trust of Dennis John Carver, dated January 22, 2017
- 15           6.        That the Petitioner be authorized and directed to distribute any assets hereinafter found  
16 to The Living Trust of Dennis John Carver, dated January 22, 2017;
- 17           7.        That this Court enter an order directing that any hereafter discovered unpaid taxes due  
18 any governmental agency as a result of the death of Dennis John Carver be borne by The Living  
19 Trust of Dennis John Carver, dated January 22, 2017.
- 20           8.        That on the filing of appropriate receipts, your Executor be discharged from further  
21 responsibilities as such Administrator and that said estate be then closed.
- 22
- 23
- 24
- 25

26        ///

27        ///

1           9.       That all other proper orders be made in the premises.

2           DATED this 8<sup>th</sup> day of April, 2019.

3  
4  
5       Submitted by:

6       LAW OFFICE OF DONNA STIDHAM, LLC

7  
8       By: Donna Stidham, Esq.

9       DONNA STIDHAM, ESQ.

10      Nevada Bar No. 9663

11      2551 S Fort Apache Rd #103

12      Las Vegas, NV 89117

13      Phone: (702) 444-3713

14      Facsimile: (702) 444-3714

15      donna@stidhamlawoffice.com

16      Attorneys for Petitioner

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VERIFICATION

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF CLARK     )

Rhonda L. Morgan, being first duly sworn, deposes and says:

That she is the Petitioner in the foregoing PETITION FOR WAIVER OF ACCOUNTING,  
FOR PAYMENT OF ATTORNEY'S FEES, AND PETITION FOR DISTRIBUTION; that she has  
read the foregoing Petition and know the contents thereof; that the same is true of her own  
knowledge, except as to those matters therein stated on information and belief, and as to those  
matters she believes them to be true.

  
Rhonda L. Morgan, Petitioner

SUBSCRIBED AND SWORN TO before me  
this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public in and for said State

*see attached*

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Riverside

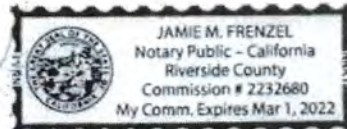
On April 3, 2019 before me, Jamie M. Frenzel, Notary Public  
(insert name and title of the officer)

personally appeared Shondal Morgan  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jamie M. Frenzel (Seal)



1 **WAIV**  
2 **DONNA STIDHAM, ESQ.**  
3 Nevada Bar No. 9663  
4 **LAW OFFICE OF DONNA STIDHAM, LLC**  
5 2551 S Fort Apache Rd #103  
6 Las Vegas, NV 89117  
7 Phone: (702) 444-3713  
8 Facsimile: (702) 444-3714  
9 [donna@stidhamlawoffice.com](mailto:donna@stidhamlawoffice.com)  
10 Attorneys for Petitioner,  
11 Rhonda L. Morgan

12 **DISTRICT COURT**  
13 **CLARK COUNTY, NEVADA**

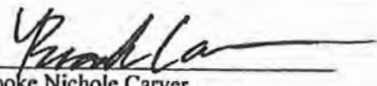
14 **IN THE MATTER OF THE ESTATE OF**  
15 **DENNIS JOHN CARVER**

Case No.: P-18-095892-E  
Dept. No. PC1


16 Deceased,

17 **WAIVER OF INVENTORY**

18 We, Brooke Nichole Carver and Rhonda L. Morgan, as co-trustees of The Living Trust of  
19 Dennis John Carver, dated January 22, 2017, the sole beneficiary of the Estate of Dennis John  
20 Carver, declare under penalties of perjury under the laws of the State of Nevada that we waive the  
21 requirement of an inventory in this matter pursuant to NRS 144.010.

22   
23 Brooke Nichole Carver

10-10-18  
DATE

24   
25 Rhonda L. Morgan

10-10-18  
DATE



1 **WAIV**  
2 **DONNA STIDHAM, ESQ.**  
3 Nevada Bar No. 9663  
4 **LAW OFFICE OF DONNA STIDHAM, LLC**  
5 2551 S Fort Apache Rd #103  
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9 [donna@stidhamlawoffice.com](mailto:donna@stidhamlawoffice.com)  
10 **Attorneys for Petitioner,**  
11 **Rhonda L. Morgan**

12 **DISTRICT COURT**  
13 **CLARK COUNTY, NEVADA**


14 **IN THE MATTER OF THE ESTATE OF**  
15 **DENNIS JOHN CARVER**

Case No.: P-18-095892-E  
Dept. No. PCI

16 Deceased,

17 **WAIVER OF ACCOUNTING**

18 We, Brooke Nichole Carver and Rhonda L. Morgan, as co-trustees of The Living Trust of  
19 Dennis John Carver, dated January 22, 2017, the sole beneficiary of the Estate of Dennis John  
20 Carver, declare under penalties of perjury under the laws of the State of Nevada that we waive the  
21 requirement of an accounting in this matter pursuant to NRS 150.075.

22   
23 Brooke Nichole Carver

10-10-18  
DATE

24   
25 Rhonda L. Morgan

10-10-18  
DATE

LAW OFFICE of  
DONNA STIDHAM  
LLC

# Invoice

2551 S Fort Apache Road, Suite 103  
Las Vegas, NV 89117

**Bill To:**

Estate of Dennis Carver  
Rhonda Morgan - Administrator

**Invoice Date:**

11/5/2018

**Invoice #:**

6135

Terms

Due on receipt

Date	Description	Hours/Qty	Rate	Amount
5/14/2018	Phone call with Rhonda Morgan about probate, create engagement letter and email to administrator and set up file.	0.6	300.00	180.00
6/7/2018	Prepare petition for probate of Will, notice of hearing, certificate of mailing, civil cover sheet, affidavit of Douglas Edwards, declination to serve and letters testamentary.	10	300.00	3,000.00
6/11/2018	Received phone call from Rhonda Morgan re: lawsuit filed against the estate. Read through lawsuit.	0.5	300.00	150.00
6/11/2018	Emailed Petition and Letters to Rhonda for signature.	0.1	300.00	30.00
6/28/2018	Prepare declination to serve for Jennifer Shea and email to administrator for signatures.	0.5	300.00	150.00
6/29/2018	Received signed copy of declination to serve, review, email administrator re: signature as it looked like it was electronically signed. Confirmed with administrator that Jennifer will actually sign and email the declination to serve.	0.5	300.00	150.00
7/3/2018	Prepare addendum to petition for probate.	1.5	300.00	450.00
7/18/2018	Received email from probate court for home address of administrator. Email administrator and provide information to the court.	0.6	300.00	180.00
7/18/2018	Received phone call from administrator about vehicle accident suit against Dennis' company and moving forward with probate. Research personal injury lawsuit case. Phone call with administrator with information on lawsuit and moving forward with probate.	1	300.00	300.00
7/18/2018	Prepare second addendum to petition for probate.	1	300.00	300.00
7/20/2018	Appear in court for approved list and pick up court order. Submit orders to be stamped.	1.3	300.00	390.00

Thank you for choosing the Law Office of Donna Stidham, LLC.

**Total**

Phone #

702-444-3713

**Payments/Credits**

Fax:

702-444-3714

**Balance Due**

Web Site

www.stidhamlawoffice.com

LAW OFFICE of  
DONNA STIDHAM  
LLC

# Invoice

2551 S Fort Apache Road, Suite 103  
Las Vegas, NV 89117

<b>Bill To:</b>
Estate of Dennis Carver Rhonda Morgan - Administrator

Invoice Date:	Invoice #:
11/5/2018	6135

Terms
Due on receipt

Date	Description	Hours/Qty	Rate	Amount
7/23/2018	Received stamped orders, save to file and emailed them to administrator.	0.2	300.00	60.00
7/25/2018	Prepare notice to creditors. Travel to court for Issuance of Letters, certified order.	1.5	300.00	450.00
7/26/2018	Email Letters Testamentary to administrator.	0.1	300.00	30.00
10/3/2018	Emails to residential and commercial appraisers with property info. Received email from both appraisers on cost and timing.	0.7	300.00	210.00
10/8/2018	Phone call with administrator re: law suits, waiving inventory and creditors. Prepare waiver of accounting and waiver of inventory.	1.5	300.00	450.00
10/15/2018	Prepare petition for waiver of accounting, petition for distribution, notice of hearing, certificate of mailing, order granting petition, notice of entry of order.	10	300.00	3,000.00
10/17/2018	Prepare Deed of Executor 250 Sunpac	1	300.00	300.00
10/17/2018	Prepare Deed of Executor 950 Empire Mesa	1	300.00	300.00
10/17/2018	Prepare Deed of Executor 958 Empire Mesa	1	300.00	300.00
10/17/2018	Prepare Deed of Executor 2316 Martinique	1	300.00	300.00
10/17/2018	Prepare Deed of Executor 4320 Alexander	1	300.00	300.00
10/17/2018	Prepare Deed of Executor Bayleaf Terrace	1	300.00	300.00
10/17/2018	Prepare Deed of Executor Four Kids	1	300.00	300.00
10/17/2018	Prepare Deed of Executor Pabco Rd.	1	300.00	300.00
11/5/2018	Prepare billing, email Petition for Final Distribution to administrator.	1	300.00	300.00
				12,180.00
7/23/2018	Fee to file court order/petition		17.50	17.50
7/23/2018	Nevada Legal News notice filing fee		79.00	79.00
7/23/2018	Fee to open probate		557.12	557.12
7/20/2018	Parking at courthouse		5.50	5.50
7/25/2018	Parking at courthouse		5.50	5.50
7/25/2018	Certified order fee		5.00	5.00

Thank you for choosing the Law Office of Donna Stidham, LLC.

**Total**

Phone #	702-444-3713
Fax:	702-444-3714

**Payments/Credits**

**Balance Due**

Web Site	www.stidhamlawoffice.com
----------	--------------------------



LAW OFFICE of  
DONNA STIDHAM  
LLC

# Invoice

2551 S Fort Apache Road, Suite 103  
Las Vegas, NV 89117

**Bill To:**

Estate of Dennis Carver  
Rhonda Morgan - Administrator

**Invoice Date:**

11/5/2018

**Invoice #:**

6135

Terms

Due on receipt

Date	Description	Hours/Qty	Rate	Amount
8/23/2018	Fee to file court order/petition		3.50	3.50
8/23/2018	Nevada Legal News notice filing fee		70.00	70.00
	Filing fee for court order on properties		320.00	320.00
	Filing fee for Deed of Executor		320.00	320.00
	Total Reimbursable Expenses			1,383.12
Thank you for choosing the Law Office of Donna Stidham, LLC.			<b>Total</b>	<b>\$13,563.12</b>
Phone #	702-444-3713		<b>Payments/Credits</b>	<b>\$0.00</b>
Fax:	702-444-3714		<b>Balance Due</b>	<b>\$13,563.12</b>
Web Site	www.stidhamlawoffice.com			

**PROPERTY 1:**

**LEGAL DESCRIPTION:** THE EASTERLY 90.01 FEET OF THE WESTERLY 180.01 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF LOT ONE (1) OF SUNPAC INDUSTRIAL PARK UNIT TWO, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 76 OF PLATS, PAGE 60, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, BEING A PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 62 EAST, M.D.M., IN THE CITY OF HENDERSON, COUNTY OF CLARK, STATE OF NEVADA, ALSO BEING LOT 4 AND 7, OF RECORD SURVEY PER FILE 89, PAGE 97, OFFICIAL RECORDS OF SAID CLARK COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY TERMINUS OF THE CENTERLINE OF SUNPAC AVENUE, SHOWN ON SAID RECORD OF SURVEY, AS HAVING A BEARING AND DISTANCE OF SOUTH 89°13'56" EAST A DISTANCE OF 1311.06 FEET; THENCE ALONG SAID CENTERLINE SOUTH 89°13'56" EAST A DISTANCE OF 406.44 FEET; THENCE LEAVING SAID CENTERLINE NORTH 00°14'21" EAST A DISTANCE OF 30.00 FEET TO THE NORTHERLY LINE OF SAID SUNPAC AVENUE, ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 4 AND THE TRUE POINT OF BEGINNING;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 4 NORTH 00°14'21" EAST A DISTANCE OF 250.01 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 4 AND 7 SOUTH 89°13'56" EAST A DISTANCE OF 360.02 FEET; THENCE LEAVING SAID NORTHERLY LINE OF LOT 7, SOUTH 00°43'47" WEST A DISTANCE OF 250.01 FEET TO THE SOUTHERLY LINE OF SAID LOT 7; THENCE ALONG THE SOUTHERLY LINE OF SAID LOTS 4 AND 7 NORTH 89°13'56" WEST A DISTANCE OF 360.02 FEET TO THE TRUE POINT OF BEGINNING.

FURTHER DELINEATED AS LOT TWO (2) OF COMMERCIAL RECORD OF SURVEY ON FILE, IN FILE 97, PAGE 88, OF OFFICIAL RECORDS OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

More commonly known as: **250 Sunpac Avenue, #100, Henderson, Nevada 89011**

**APN:** 178-01-511-045

**PROPERTY 2:**

**LEGAL DESCRIPTION:**

**PARCEL 1:**

A PORTION OF THE LOT 2 OF THE HILLSIDE BUSINESS PARK (A COMMERCIAL SUBDIVISION) AS SHOWN ON THE FINAL PLAT THEREOF RECORDED IN BOOK 98 OF PLATS ON PAGE 84, OFFICIAL RECORDS OF CLARK COUNTY, NEVADA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, THENCE SOUTH 01°01'23" EAST ALONG THE WEST LINE THEREOF 260.00 FEET; THENCE NORTH 88°58'37" EAST, 201.93 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°58'37" EAST, 198.16 FEET; THENCE SOUTH 01°01'23" EAST, 83.00 FEET; THENCE SOUTH 88°58'37" WEST, 198.16 FEET; THENCE NORTH 01°01'23" WEST 83.00 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY IS ALSO KNOWN AS LOT 23 OF THAT CERTAIN RECORD OF SURVEY IN FILE 123, PAGE 92, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED NOVEMBER 01, 2010 IN BOOK 20101101 AS INSTRUMENT NO. 03184, OF OFFICIAL RECORDS CLARK COUNTY, NEVADA.

**PARCEL 2:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, PUBLIC UTILITIES AND INCIDENTAL PURPOSES AS DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HILLSIDE BUSINESS PARK RECORDED MARCH 23, 2001 IN BOOK 20010323, DOCUMENT NO. 00483, OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS AMENDED BY DOCUMENT RECORDED SEPTEMBER 13, 2004 IN BOOK 20040913 AS INSTRUMENT NO. 00701 OF OFFICIAL RECORDS.

More commonly known as: **950 Mesa Empire Way, Henderson, Nevada 89011**

**APN:** 178-02-111-034

**PROPERTY 3:**

**LEGAL DESCRIPTION:**

**PARCEL 1:**

A PORTION OF LOT 2 OF THE HILLSIDE BUSINESS PARK (A COMMERCIAL SUBDIVISION) AS SHOWN ON THE FINAL PLAT THEREOF RECORDED IN BOOK 98 OF PLATS ON PAGE 84, OFFICIAL RECORDS OF CLARK COUNTY, NEVADA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 01°01'23" EAST ALONG THE WEST LINE THEREOF, 123.00 FEET; THENCE NORTH 88°58'37" EAST, 201.93 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°58'37" EAST, 198.16 FEET; THENCE SOUTH 01°01'23" EAST 83.00 FEET; THENCE SOUTH 88°58'37" WEST, 198.16 FEET; THENCE NORTH 01°01'23" WEST, 83.00 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY IS ALSO KNOWN AS LOT 20 OF THAT CERTAIN RECORD OF SURVEY IN FILE 123, PAGE 92, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AS AMENDED BY DOCUMENT RECORDED FEBRUARY 09, 2010 ON BOOK 20100209 AS INSTRUMENT NO. 02770 OF OFFICIAL RECORDS.

**PARCEL 2:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, PUBLIC UTILITIES AND INCIDENTAL PURPOSES AS DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HILLSIDE BUSINESS PARK RECORDED MARCH 23, 2001 IN BOOK 20010323, DOCUMENT NO. 00483, OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS AMENDED BY DOCUMENT RECORDED SEPTEMBER 13, 2004 IN BOOK 20040913 AS INSTRUMENT NO. 00701 OF OFFICIAL RECORDS.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED NOVEMBER 01, 2010 IN BOOK 20101101 AS INSTRUMENT NO. 03184.

More commonly known as: **958 Mesa Empire Way, Henderson, Nevada 89011**

**APN:** 178-02-111-031

**PROPERTY 4:**

**LEGAL DESCRIPTION:**

PARCEL ONE (1):

LOT THIRTEEN (13) IN BLOCK ONE (1) OF PROVENCE COUNTRY CLUB PARCEL 1 AS SHOWN BY MAP THEREOF ON FILE IN BOOK 121 OF PLATS, PAGE 93 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL TWO (2):

A NON-EXCLUSIVE EASEMENT FOR UTILITIES, INGRESS, EGRESS AND OF ENJOYMENT IN, TO AND OVER THE COMMON ELEMENTS AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CLUB AT MADEIRA CANYON RECORDED MAY 24, 2005 IN BOOK 20050524 AS DOCUMENT NO. 02413 OFFICIAL RECORDS.

More commonly known as: **2316 Martinique Avenue, Henderson, Nevada 89044**

**APN:** 190-19-810-013

**PROPERTY 5:**

**LEGAL DESCRIPTION:**

**PARCEL 1:**

BEING A PORTION OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.B. & M., CLARK COUNTY, NEVADA.

ALSO BEING A PORTION OF COLLINS BUSINESS PARK, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 73 OF PLATS, PAGE 40, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER (SW COR) OF SAID SECTION 5, SAID POINT BEING THE CENTERLINE INTERSECTION OF ALEXANDER ROAD AND LAMB BOULEVARD; THENCE NORTH 00°42'19" EAST, ALONG THE CENTERLINE OF LAMB BOULEVARD, 1082.95 FEET; THENCE SOUTH 89°17'41" EAST, 50.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF LAMB BOULEVARD; THENCE SOUTH 70°15'17" EAST, 74.32 FEET TO A POINT OF CURVATURE FOR A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 50.00 FEET AND RADIAL BEARING OF SOUTH 19°44'43" FEET WEST; THENCE FOLLOWING SAID CURVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 23°14'29" AN ARC DISTANCE 20.28 FEET; THENCE SOUTH 47°00'48" EAST, 70.00 FEET; THENCE SOUTH 42°59'12" WEST, 142.00 FEET; THENCE NORTH 47°00'48" WEST, 70.00 FEET; THENCE NORTH 42°59'12" EAST, 142.00 FEET TO THE TRUE POINT OF BEGINNING.

(ALSO KNOWN AS LOT 13-H OF THAT RECORD OF SURVEY ON FILE IN FILE 127 OF SURVEYS, PAGE 11, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.)

**PARCEL 2:**

A NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AND INCIDENTAL PURPOSES AS SET FORTH IN THAT CERTAIN CROSS ACCESS AND PARKING AGREEMENT RECORDED JUNE 12, 2001 IN BOOK 20010612 AS DOCUMENT NO. 01144 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

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PARCEL 3:

EASEMENTS FOR INGRESS, EGRESS AND INCIDENTAL PURPOSES AS SET FORTH IN THAT CERTAIN DECLARATION OF PROTECTIVE COVENANTS OF ALEXANDER BUSINESS PARK OWNER'S ASSOCIATION, INC., AS RECORDED APRIL 16, 2002 IN BOOK 20020416 AS DOCUMENT NO. 01011 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

More commonly known as: **4320 East Alexander Road, Las Vegas, Nevada 89115**

**APN:** 140-05-416-053

**PROPERTY 6:**

**LEGAL DESCRIPTION:**

**PARCEL 1:**

BEING A PORTION OF LOT 1 AS SHOWN BY THE AMENDED MAP ENTITLED "FOUR KIDS INDUSTRIAL PARK" A COMMERCIAL SUBDIVISION, RECORDED IN BOOK 139 OF PLATS, AT PAGE 16, SITUATED IN THE SOUTHWEST QUARTER (SW  $\frac{1}{4}$ ) OF THE NORTHWEST QUARTER (NW  $\frac{1}{4}$ ) OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 63 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA; DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 33, THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW  $\frac{1}{4}$ ) OF SAID SECTION 33, SOUTH  $03^{\circ}24'19''$  EAST, 1687.45 FEET TO THE CENTERLINE OF DUSAN WAY (60.00 FEET WIDE); THENCE DEPARTING SAID WEST LINE AND ALONG THE CENTERLINE OF SAID DUSAN WAY, NORTH  $86^{\circ}35'29''$  EAST, 343.00 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH  $03^{\circ}24'31''$  EAST, 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DUSAN WAY; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

NORTH  $86^{\circ}35'29''$  EAST, 101.50 FEET TO THE BEGINNING A TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 20.00 FEET; SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF  $90^{\circ}00'12''$ , AN ARC LENGTH OF 31.42 FEET; NORTH  $86^{\circ}35'41''$  EAST, 21.50 FEET; NORTH  $86^{\circ}35'29''$  EAST, 101.50 FEET TO THE BEGINNING A TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 20.00 FEET; SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF  $90^{\circ}00'12''$ , AN ARC LENGTH OF 31.42 FEET; NORTH  $86^{\circ}35'41''$  EAST, 21.50 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH  $03^{\circ}24'19''$  EAST, 450.09 FEET; THENCE NORTH  $86^{\circ}35'41''$  EAST, 9.75 FEET; THENCE SOUTH  $03^{\circ}24'19''$  EAST, 71.31 FEET TO THE POINT OF BEGINNING; THENCE NORTH  $86^{\circ}35'41''$  EAST, 132.27 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF NANCY JAY STREET (60.00 FEET WIDE); THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH  $03^{\circ}21'15''$  EAST, 86.00 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH  $86^{\circ}35'41''$  WEST, 132.19 FEET; THENCE NORTH  $03^{\circ}24'19''$  WEST, 86.00 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS LOT 12 AS SHOWN IN FILE 186 OF SURVEYS, PAGE 38, AS RECORDED APRIL 18, 2012 IN BOOK 20120418 AS INSTRUMENT NO. 02088 IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.



NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DEED RECORDED OCTOBER 04, 2013 IN BOOK 20131004 AS INSTRUMENT NO. 01279, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL 2:

A NON-EXCLUSIVE RECIPROCAL EASEMENT FOR INGRESS, EGRESS, USE, ACCESS AND PARKING FOR AND BY VEHICLES AND PEDESTRIANS TO AND FROM THE PARKING AREAS, DRIVEWAYS, DRIVE AISLES AND SIDEWALKS LOCATED ON OR WITHIN THE COMMON AREAS SET FORTH IN THAT CERTAIN "GRANT OF RECIPROCAL EASEMENTS AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RIDGE VIEW INDUSTRIAL PARK", RECORDED NOVEMBER 16, 2007 IN BOOK 20071116 AS INSTRUMENT NO. 02663, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

**APN:** 160-33-219-017

**PROPERTY 7:**

**LEGAL DESCRIPTION:**

LOT TEN (10) IN BLOCK E OF EMERALD VALLEY NO. 7, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 71 OF PLATS, PAGE 79, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

AND FURTHER RESERVING UNTO LEWIS HOMES OF NEVADA – A NEVADA GENERAL PARTNERSHIP ALL MINERAL, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND ALL GEOTHERMAL ENERGY SOURCES IN, UNDER OR WHICH MAY BE PRODUCED FROM THE WITHIN DESCRIBED LAND, WHICH LIE BELOW A PLANE PARALLEL TO AND 500 FEET BELOW THE SURFACE OF THE WITHIN DESCRIBED LAND, FOR THE PURPOSE OF PROSPECTING, EXPLORATION, DEVELOPMENT, PRODUCTION, OR EXTRACTION OF SAID SUBSTANCES BY MEANS OF MINES, WELLS, OR DERRICKS, OR OTHER EQUIPMENT, PROVIDED HOWEVER, THAT THE OWNER OF SAID SUBSTANCES SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OF THE WITHIN DESCRIBED LAND, NOR TO USE SAID LAND ABOVE SAID PLANE PARALLEL TO AND 500 FEET BELOW THE SURFACE OF SUCH LAND.

More commonly known as: **1262 Bayleaf Terrace Avenue, Las Vegas, Nevada 89014**

**APN:** 178-10-216-042

**PROPERTY 8:**

**LEGAL DESCRIPTION:**

Situate in the City of Henderson, Clark County, Nevada, being a portion of Lot 1 of SUNPAC INDUSTRIAL PARK UNIT TWO, per Book 76, Page 60 of Plats, Clark County, Nevada, Official Records, within the Northeast Quarter (NE ¼) of Section 1, Township 22 South, Range 62 East, M.D.M., more particularly described as follows:

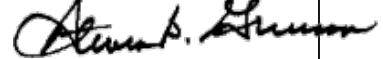
COMMENCING at the Northeast corner of SUNPAC INDUSTRIAL PARK UNIT ONE, per Book 71, Page 1 of Plats, Clark County, Nevada, Official Records;  
THENCE South 89°38'02" East along the North line of said SUNPAC INDUSTRIAL PARK UNIT TWO, a distance of 537.69 feet; THENCE South 00°21'58" West, 39.14 feet; THENCE South 14°08'40" East, 121.75 feet; THENCE South 89°38'02" East, 224.26 feet to the POINT OF BEGINNING' THENCE continuing South 89°38'02" East 80.00 feet; THENCE South 00°46'04" West, 214.41 feet; THENCE North 89°13'56" West, 80.00 feet; THENCE North 00°46'04" East, 213.85 feet to the POINT OF BEGINNING.

(Said land also known as Lot 114 as shown on that Record of Survey in File 131 of Surveys, Page 47 of Official Records.)

More commonly known as: **2039 Pabco Road, Henderson, Nevada 89011**

**APN:** 178-01-511-060

## EXHIBIT 14



NOH  
DONNA STIDHAM, ESQ.  
Nevada Bar No. 9663  
LAW OFFICE OF DONNA STIDHAM, LLC  
2551 S Fort Apache Rd #103  
Las Vegas, NV 89117  
Phone: (702) 444-3713  
Facsimile: (702) 444-3714  
[donna@stidhamlawoffice.com](mailto:donna@stidhamlawoffice.com)  
Attorneys for Petitioner,  
Rhonda L. Morgan

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

IN THE MATTER OF THE ESTATE OF  
  
DENNIS JOHN CARVER  
  
Deceased,

Case No.: P-18-095892-E  
Dept. No. PC1  
  
HEARING REQUESTED

**NOTICE OF HEARING ON PETITION FOR WAIVER OF ACCOUNTING, FOR  
PAYMENT OF ATTORNEY'S FEES, AND PETITION FOR DISTRIBUTION**

**PLEASE TAKE NOTICE** that Rhonda L. Morgan, Petitioner, filed with the Court a  
Petition for Waiver of Accounting, for Payment of Attorney's Fees, and Petition for Distribution, for  
the Estate of the above-named Decedent; that a hearing on the Petition has been set for the **3rd day of**  
**May, 2019, at the hour of 9:30 A.M. in Dept. Probate** of the above-entitled Court which is  
located at REGIONAL JUSTICE CENTER, 200 Lewis Avenue, Las Vegas, Nevada, 89155,  
Courtroom to be determined. Further details concerning this Petition can be obtained by reviewing  
the Court file at the office of the County Clerk, Clark County Courthouse, or by contacting the  
Petitioner(s) or the attorney for the Petitioner(s) whose name, address and telephone number is:

///

1 Donna Stidham, Esq., of the Law Office of Donna Stidham, LLC at 2551 S Fort Apache Rd #103 Las

2 Vegas, NV 89117, telephone no.: (702) 444-3713.

3  
4 Submitted by:

5  
6 LAW OFFICE OF DONNA STIDHAM, LLC

7 By: Donna Stidham, Esq.

8 DONNA STIDHAM, ESQ.

9 Nevada Bar No. 9663

10 2551 S Fort Apache Rd #103

11 Las Vegas, NV 89117

12 Phone: (702) 444-3713

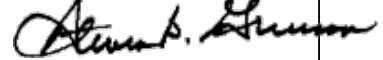
13 Facsimile: (702) 444-3714

14 [donna@stidhamlawoffice.com](mailto:donna@stidhamlawoffice.com)

15 Attorneys for Petitioner,

16 Rhonda L. Morgan

## EXHIBIT 14



**CRTM**  
DONNA STIDHAM, ESQ.  
Nevada Bar No. 9663  
LAW OFFICE OF DONNA STIDHAM, LLC  
2551 S Fort Apache Rd #103  
Las Vegas, NV 89117  
Phone: (702) 444-3713  
Facsimile: (702) 444-3714  
[donna@stidhamlawoffice.com](mailto:donna@stidhamlawoffice.com)  
Attorneys for Petitioner,  
Rhonda L. Morgan

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

IN THE MATTER OF THE ESTATE OF  
  
DENNIS JOHN CARVER  
  
Deceased,

Case No.: P-18-095892-E  
Dept. No. PC1

Date of Hearing: May 3, 2019  
Time of Hearing: 9:30 a.m.

**CERTIFICATE OF MAILING**

I HEREBY CERTIFY that on this date, I deposited for mailing in the U.S. Mail, postage prepaid, a true and correct copy of the foregoing Petition for Waiver of Accounting, for Payment of Attorney's Fees, and Petition for Distribution, for the Estate, and Notice of Hearing in an envelope addressed to the following:

Medicaid Estate Recovery  
1100 E. William Street # 109  
Carson City, NV 89701

Rhonda L. Morgan  
31630 Railroad Canyon  
Road, Ste 10  
Canyon Lake, CA 92587

Brooke Nichole Carver  
38368 Via Calorin  
Murrieta, CA 92562

Madison Denise Carver  
38368 Via Calorin  
Murrieta, CA 92562

DATED this 9th day of April, 2019.

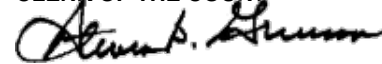
  
an employee of the Law Office of Donna Stidham, LLC



## EXHIBIT 15

AFFP  
P-18-095892-E NOH

Electronically Filed  
4/23/2019 9:38 AM  
Steven D. Grierson  
CLERK OF THE COURT



## Affidavit of Publication

STATE OF NEVADA }  
COUNTY OF CLARK } SS

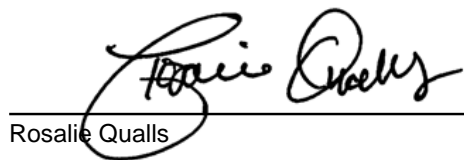
I, Rosalie Qualls state:

That I am Assistant Operations Manager of the Nevada Legal News, a daily newspaper of general circulation, printed and published in Las Vegas, Clark County, Nevada; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

Apr 09, 2019  
Apr 16, 2019  
Apr 23, 2019

That said newspaper was regularly issued and circulated on those dates. I declare under penalty of perjury that the foregoing is true and correct.

DATED: Apr 23, 2019

  
\_\_\_\_\_  
Rosalie Qualls

DISTRICT COURT  
CLARK COUNTY, NEVADA  
CASE NO.: P-18-095892-E Dept. No. PC1  
IN THE MATTER OF THE ESTATE OF DENNIS JOHN CARVER Deceased,  
NOTICE OF HEARING ON PETITION FOR WAIVER OF ACCOUNTING, FOR  
PAYMENT OF ATTORNEY'S FEES, AND PETITION FOR DISTRIBUTION  
HEARING REQUESTED  
PLEASE TAKE NOTICE that Rhonda L. Morgan, Petitioner, filed with the Court a Petition for Waiver of Accounting, for Payment of Attorney's Fees, and Petition for Distribution, for the Estate of the above-named Decedent; that a hearing on the Petition has been set for the 3rd day of May, 2019, at the hour of 9:30 A.M. in Dept. Probate of the above-entitled Court which is located at REGIONAL JUSTICE CENTER, 200 Lewis Avenue, Las Vegas, Nevada, 89155, Courtroom to be determined. Further details concerning this Petition can be obtained by reviewing the Court file at the office of the County Clerk, Clark County Courthouse, or by contacting the Petitioner(s) or the attorney for the Petitioner(s) whose name, address and telephone number is: Donna Stidham, Esq., of the Law Office of Donna Stidham, LLC at 2551 S Fort Apache Rd #103 Las Vegas, NV 89117, telephone no.: (702) 444-3713. Submitted by: LAW OFFICE OF DONNA STIDHAM, LLC, By: DONNA STIDHAM, ESQ., Nevada Bar No. 9663, 2551 S Fort Apache Rd #103 Las Vegas, NV 89117, Phone: (702) 444-3713, Facsimile: (702) 444-3714, donna@stidhamlawoffice.com, Attorneys for Petitioner, Rhonda L. Morgan  
Published in Nevada Legal News  
April 9, 16, 23, 2019

04109007 00462953 702-444-3714

LAW OFFICE OF DONNA STIDHAM, LLC  
2551 S FORT APACHE RD, STE. 103  
LAS VEGAS, NV 89117

## EXHIBIT 16

*Steven D. Grierson*

24  
1 **ORDR**

2 DONNA STIDHAM, ESQ.  
3 Nevada Bar No. 9663  
4 LAW OFFICE OF DONNA STIDHAM, LLC  
5 2551 S Fort Apache Rd #103  
6 Las Vegas, NV 89117  
7 Phone: (702) 444-3713  
8 Facsimile: (702) 444-3714  
9 [donna@stidhamlawoffice.com](mailto:donna@stidhamlawoffice.com)  
10 Attorneys for Petitioner,  
11 Rhonda L. Morgan

9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 IN THE MATTER OF THE ESTATE OF  
12 DENNIS JOHN CARVER

Case No.: P-18-095892-E  
Dept. No. PC1

13 Deceased,

14  
15 **ORDER GRANTING PETITION FOR WAIVER OF ACCOUNTING, FOR PAYMENT OF**  
16 **ATTORNEY'S FEES, AND PETITION FOR DISTRIBUTION**

17 Rhonda L. Morgan, (the "Petitioner") as Executor for Estate of Dennis John Carver, (the  
18 "Estate") entitled Petition for Waiver of Accounting, for Payment of Attorney's Fees, and Petition for  
19 Distribution, having this date come on for hearing before the undersigned, that notice of the hearing  
20 on the Petition was duly given; that the Decedents at the time of his death left a estate in Clark  
County, Nevada, and good cause appearing therefor:

**IT IS ORDERED, ADJUDGED, AND DECREED:**

1. The requirement of an inventory is waived in accordance with NRS 144.010;
2. The requirement of a final accounting is waived in accordance with NRS 150.075;
3. The Petitioner is authorized and directed to pay The Law Office of Donna Stidham, LLC, the sum of \$13,563.12 for outstanding legal fees and costs in this matter and \$2,500.00 for the

**DISPOSITIONS**  
☐ - Voluntary Dismissal  
☐ - Transferred (before/during trial)  
☐ - Involuntary (statutory) Dismissal  
☐ - Judgment on Arbitration Award  
☐ - Stipulated Dismissal  
☐ - Stipulated Judgment  
☒ - Summary Judgment  
☐ - Non-Jury (bench) Trial  
☐ - Jury Trial

1 additional fees and costs in conjunction with the closing of the Estate for a total of \$16,063.12 due  
2 and owing;

3 4. The Petitioner is authorized and directed to distribute the remaining assets to The  
4 Living Trust of Dennis John Carver, dated January 22, 2017;

5 5. The Petitioner is authorized and directed to distribute and record an Executor's Deed,  
6 by virtue of which title to the decedent's real properties, listed on Exhibit "1," shall be vested in the  
7 name of The Living Trust of Dennis John Carver, dated January 22, 2017

8 6. The Petitioner is authorized and directed to distribute any assets hereinafter found to  
9 The Living Trust of Dennis John Carver, dated January 22, 2017;

10 7. Any hereafter discovered unpaid taxes due any governmental agency as a result of the  
11 death of Dennis John Carver shall be borne by The Living Trust of Dennis John Carver, dated  
12 January 22, 2017.

13 8. That on the filing of appropriate receipts, your Executor shall be discharged from  
14 further responsibilities as such Administrator and that said estate shall be then closed.

15 DATED this 3<sup>rd</sup> day of May, 2019.

16  
17  
18  
19  
20  
21 District Court Judge *SW*

22 Submitted by:  
23 LAW OFFICE OF DONNA STIDHAM, LLC

24 By: *Donna Stidham*  
25 DONNA STIDHAM, ESQ.  
26 Nevada Bar No. 9663  
27 Attorneys for Petitioner  
28

## EXHIBIT 1

ROAD0000095



**PROPERTY 1:**

**LEGAL DESCRIPTION:** THE EASTERLY 90.01 FEET OF THE WESTERLY 180.01 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF LOT ONE (1) OF SUNPAC INDUSTRIAL PARK UNIT TWO, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 76 OF PLATS, PAGE 60, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, BEING A PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 62 EAST, M.D.M., IN THE CITY OF HENDERSON, COUNTY OF CLARK, STATE OF NEVADA, ALSO BEING LOT 4 AND 7, OF RECORD SURVEY PER FILE 89, PAGE 97, OFFICIAL RECORDS OF SAID CLARK COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY TERMINUS OF THE CENTERLINE OF SUNPAC AVENUE, SHOWN ON SAID RECORD OF SURVEY, AS HAVING A BEARING AND DISTANCE OF SOUTH 89°13'56" EAST A DISTANCE OF 1311.06 FEET; THENCE ALONG SAID CENTERLINE SOUTH 89°13'56" EAST A DISTANCE OF 406.44 FEET; THENCE LEAVING SAID CENTERLINE NORTH 00°14'21" EAST A DISTANCE OF 30.00 FEET TO THE NORTHERLY LINE OF SAID SUNPAC AVENUE, ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 4 AND THE TRUE POINT OF BEGINNING;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 4 NORTH 00°14'21" EAST A DISTANCE OF 250.01 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 4 AND 7 SOUTH 89°13'56" EAST A DISTANCE OF 360.02 FEET; THENCE LEAVING SAID NORTHERLY LINE OF LOT 7, SOUTH 00°43'47" WEST A DISTANCE OF 250.01 FEET TO THE SOUTHERLY LINE OF SAID LOT 7; THENCE ALONG THE SOUTHERLY LINE OF SAID LOTS 4 AND 7 NORTH 89°13'56" WEST A DISTANCE OF 360.02 FEET TO THE TRUE POINT OF BEGINNING.

FURTHER DELINEATED AS LOT TWO (2) OF COMMERCIAL RECORD OF SURVEY ON FILE, IN FILE 97, PAGE 88, OF OFFICIAL RECORDS OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

More commonly known as: **250 Sunpac Avenue, #100, Henderson, Nevada 89011**

**APN:** 178-01-511-045

**PROPERTY 2:**

**LEGAL DESCRIPTION:**

**PARCEL 1:**

A PORTION OF THE LOT 2 OF THE HILLSIDE BUSINESS PARK (A COMMERCIAL SUBDIVISION) AS SHOWN ON THE FINAL PLAT THEREOF RECORDED IN BOOK 98 OF PLATS ON PAGE 84, OFFICIAL RECORDS OF CLARK COUNTY, NEVADA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, THENCE SOUTH 01°01'23" EAST ALONG THE WEST LINE THEREOF 260.00 FEET; THENCE NORTH 88°58'37" EAST, 201.93 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°58'37" EAST, 198.16 FEET; THENCE SOUTH 01°01'23" EAST, 83.00 FEET; THENCE SOUTH 88°58'37" WEST, 198.16 FEET; THENCE NORTH 01°01'23" WEST 83.00 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY IS ALSO KNOWN AS LOT 23 OF THAT CERTAIN RECORD OF SURVEY IN FILE 123, PAGE 92, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED NOVEMBER 01, 2010 IN BOOK 20101101 AS INSTRUMENT NO. 03184, OF OFFICIAL RECORDS CLARK COUNTY, NEVADA.

**PARCEL 2:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, PUBLIC UTILITIES AND INCIDENTAL PURPOSES AS DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HILLSIDE BUSINESS PARK RECORDED MARCH 23, 2001 IN BOOK 20010323, DOCUMENT NO. 00483, OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS AMENDED BY DOCUMENT RECORDED SEPTEMBER 13, 2004 IN BOOK 20040913 AS INSTRUMENT NO. 00701 OF OFFICIAL RECORDS.

More commonly known as: **950 Mesa Empire Way, Henderson, Nevada 89011**

**APN:** 178-02-111-034



**PROPERTY 3:**

**LEGAL DESCRIPTION:**

**PARCEL 1:**

A PORTION OF LOT 2 OF THE HILLSIDE BUSINESS PARK (A COMMERCIAL SUBDIVISION) AS SHOWN ON THE FINAL PLAT THEREOF RECORDED IN BOOK 98 OF PLATS ON PAGE 84, OFFICIAL RECORDS OF CLARK COUNTY, NEVADA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 01°01'23" EAST ALONG THE WEST LINE THEREOF, 123.00 FEET; THENCE NORTH 88°58'37" EAST, 201.93 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°58'37" EAST, 198.16 FEET; THENCE SOUTH 01°01'23" EAST 83.00 FEET; THENCE SOUTH 88°58'37" WEST, 198.16 FEET; THENCE NORTH 01°01'23" WEST, 83.00 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY IS ALSO KNOWN AS LOT 20 OF THAT CERTAIN RECORD OF SURVEY IN FILE 123, PAGE 92, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AS AMENDED BY DOCUMENT RECORDED FEBRUARY 09, 2010 ON BOOK 20100209 AS INSTRUMENT NO. 02770 OF OFFICIAL RECORDS.

**PARCEL 2:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, PUBLIC UTILITIES AND INCIDENTAL PURPOSES AS DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HILLSIDE BUSINESS PARK RECORDED MARCH 23, 2001 IN BOOK 20010323, DOCUMENT NO. 00483, OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS AMENDED BY DOCUMENT RECORDED SEPTEMBER 13, 2004 IN BOOK 20040913 AS INSTRUMENT NO. 00701 OF OFFICIAL RECORDS.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED NOVEMBER 01, 2010 IN BOOK 20101101 AS INSTRUMENT NO. 03184.

More commonly known as: **958 Mesa Empire Way, Henderson, Nevada 89011**

**APN: 178-02-111-031**

**PROPERTY 4:**

**LEGAL DESCRIPTION:**

**PARCEL ONE (1):**

LOT THIRTEEN (13) IN BLOCK ONE (1) OF PROVENCE COUNTRY CLUB PARCEL 1 AS SHOWN BY MAP THEREOF ON FILE IN BOOK 121 OF PLATS, PAGE 93 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

**PARCEL TWO (2):**

A NON-EXCLUSIVE EASEMENT FOR UTILITIES, INGRESS, EGRESS AND OF ENJOYMENT IN, TO AND OVER THE COMMON ELEMENTS AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CLUB AT MADEIRA CANYON RECORDED MAY 24, 2005 IN BOOK 20050524 AS DOCUMENT NO. 02413 OFFICIAL RECORDS.

More commonly known as: **2316 Martinique Avenue, Henderson, Nevada 89044**

**APN:** 190-19-810-013

**PROPERTY 5:**

**LEGAL DESCRIPTION:**

**PARCEL 1:**

BEING A PORTION OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.B. & M., CLARK COUNTY, NEVADA.

ALSO BEING A PORTION OF COLLINS BUSINESS PARK, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 73 OF PLATS, PAGE 40, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER (SW COR) OF SAID SECTION 5, SAID POINT BEING THE CENTERLINE INTERSECTION OF ALEXANDER ROAD AND LAMB BOULEVARD; THENCE NORTH 00°42'19" EAST, ALONG THE CENTERLINE OF LAMB BOULEVARD, 1082.95 FEET; THENCE SOUTH 89°17'41" EAST, 50.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF LAMB BOULEVARD; THENCE SOUTH 70°15'17" EAST, 74.32 FEET TO A POINT OF CURVATURE FOR A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 50.00 FEET AND RADIAL BEARING OF SOUTH 19°44'43" FEET WEST; THENCE FOLLOWING SAID CURVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 23°14'29" AN ARC DISTANCE 20.28 FEET; THENCE SOUTH 47°00'48" EAST, 70.00 FEET; THENCE SOUTH 42°59'12" WEST, 142.00 FEET; THENCE NORTH 47°00'48" WEST, 70.00 FEET; THENCE NORTH 42°59'12" EAST, 142.00 FEET TO THE TRUE POINT OF BEGINNING.

(ALSO KNOWN AS LOT 13-H OF THAT RECORD OF SURVEY ON FILE IN FILE 127 OF SURVEYS, PAGE 11, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.)

**PARCEL 2:**

A NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AND INCIDENTAL PURPOSES AS SET FORTH IN THAT CERTAIN CROSS ACCESS AND PARKING AGREEMENT RECORDED JUNE 12, 2001 IN BOOK 20010612 AS DOCUMENT NO. 01144 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

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PARCEL 3:

EASEMENTS FOR INGRESS, EGRESS AND INCIDENTAL PURPOSES AS SET FORTH IN THAT CERTAIN DECLARATION OF PROTECTIVE COVENANTS OF ALEXANDER BUSINESS PARK OWNER'S ASSOCIATION, INC., AS RECORDED APRIL 16, 2002 IN BOOK 20020416 AS DOCUMENT NO. 01011 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

More commonly known as: **4320 East Alexander Road, Las Vegas, Nevada 89115**

**APN:** 140-05-416-053

**PROPERTY 6:**

**LEGAL DESCRIPTION:**

**PARCEL 1:**

BEING A PORTION OF LOT 1 AS SHOWN BY THE AMENDED MAP ENTITLED "FOUR KIDS INDUSTRIAL PARK" A COMMERCIAL SUBDIVISION, RECORDED IN BOOK 139 OF PLATS, AT PAGE 16, SITUATED IN THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 63 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA; DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 33, THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 33, SOUTH 03°24'19" EAST, 1687.45 FEET TO THE CENTERLINE OF DUSAN WAY (60.00 FEET WIDE); THENCE DEPARTING SAID WEST LINE AND ALONG THE CENTERLINE OF SAID DUSAN WAY, NORTH 86°35'29" EAST, 343.00 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 03°24'31" EAST, 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DUSAN WAY; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

NORTH 86°35'29" EAST, 101.50 FEET TO THE BEGINNING A TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 20.00 FEET; SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'12", AN ARC LENGTH OF 31.42 FEET; NORTH 86°35'41" EAST, 21.50 FEET; NORTH 86°35'29" EAST, 101.50 FEET TO THE BEGINNING A TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 20.00 FEET; SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'12", AN ARC LENGTH OF 31.42 FEET; NORTH 86°35'41" EAST, 21.50 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 03°24'19" EAST, 450.09 FEET; THENCE NORTH 86°35'41" EAST, 9.75 FEET; THENCE SOUTH 03°24'19" EAST, 71.31 FEET TO THE POINT OF BEGINNING; THENCE NORTH 86°35'41" EAST, 132.27 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF NANCY JAY STREET (60.00 FEET WIDE); THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 03°21'15" EAST, 86.00 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 86°35'41" WEST, 132.19 FEET; THENCE NORTH 03°24'19" WEST, 86.00 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS LOT 12 AS SHOWN IN FILE 186 OF SURVEYS, PAGE 38, AS RECORDED APRIL 18, 2012 IN BOOK 20120418 AS INSTRUMENT NO. 02088 IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DEED RECORDED OCTOBER 04, 2013 IN BOOK 20131004 AS INSTRUMENT NO. 01279, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

**PARCEL 2:**

A NON-EXCLUSIVE RECIPROCAL EASEMENT FOR INGRESS, EGRESS, USE, ACCESS AND PARKING FOR AND BY VEHICLES AND PEDESTRIANS TO AND FROM THE PARKING AREAS, DRIVEWAYS, DRIVE AISLES AND SIDEWALKS LOCATED ON OR WITHIN THE COMMON AREAS SET FORTH IN THAT CERTAIN "GRANT OF RECIPROCAL EASEMENTS AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RIDGE VIEW INDUSTRIAL PARK", RECORDED NOVEMBER 16, 2007 IN BOOK 20071116 AS INSTRUMENT NO. 02663, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

**APN:** 160-33-219-017



**PROPERTY 7:**

**LEGAL DESCRIPTION:**

LOT TEN (10) IN BLOCK E OF EMERALD VALLEY NO. 7, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 71 OF PLATS, PAGE 79, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

AND FURTHER RESERVING UNTO LEWIS HOMES OF NEVADA – A NEVADA GENERAL PARTNERSHIP ALL MINERAL, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND ALL GEOTHERMAL ENERGY SOURCES IN, UNDER OR WHICH MAY BE PRODUCED FROM THE WITHIN DESCRIBED LAND, WHICH LIE BELOW A PLANE PARALLEL TO AND 500 FEET BELOW THE SURFACE OF THE WITHIN DESCRIBED LAND, FOR THE PURPOSE OF PROSPECTING, EXPLORATION, DEVELOPMENT, PRODUCTION, OR EXTRACTION OF SAID SUBSTANCES BY MEANS OF MINES, WELLS, OR DERRICKS, OR OTHER EQUIPMENT, PROVIDED HOWEVER, THAT THE OWNER OF SAID SUBSTANCES SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OF THE WITHIN DESCRIBED LAND, NOR TO USE SAID LAND ABOVE SAID PLANE PARALLEL TO AND 500 FEET BELOW THE SURFACE OF SUCH LAND.

More commonly known as: **1262 Bayleaf Terrace Avenue, Las Vegas, Nevada 89014**

**APN: 178-10-216-042**

**PROPERTY 8:**

**LEGAL DESCRIPTION:**

Situate in the City of Henderson, Clark County, Nevada, being a portion of Lot 1 of SUNPAC INDUSTRIAL PARK UNIT TWO, per Book 76, Page 60 of Plats, Clark County, Nevada, Official Records, within the Northeast Quarter (NE ¼) of Section 1, Township 22 South, Range 62 East, M.D.M., more particularly described as follows:

COMMENCING at the Northeast corner of SUNPAC INDUSTRIAL PARK UNIT ONE, per Book 71, Page 1 of Plats, Clark County, Nevada, Official Records; THENCE South 89°38'02" East along the North line of said SUNPAC INDUSTRIAL PARK UNIT TWO, a distance of 537.69 feet; THENCE South 00°21'58" West, 39.14 feet; THENCE South 14°08'40" East, 121.75 feet; THENCE South 89°38'02" East, 224.26 feet to the POINT OF BEGINNING; THENCE continuing South 89°38'02" East 80.00 feet; THENCE South 00°46'04" West, 214.41 feet; THENCE North 89°13'56" West, 80.00 feet; THENCE North 00°46'04" East, 213.85 feet to the POINT OF BEGINNING.

(Said land also known as Lot 114 as shown on that Record of Survey in File 131 of Surveys, Page 47 of Official Records.)

More commonly known as: **2039 Pabco Road, Henderson, Nevada 89011**

**APN:** 178-01-511-060



## EXHIBIT 17

**DISTRICT COURT  
CLARK COUNTY, NEVADA****Probate - General Administration****COURT MINUTES****May 03, 2019**

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P-18-095892-E      In the matter of:  
Dennis Carver, Deceased

---

**May 03, 2019      09:30 AM      Petition - HM**

**HEARD BY:**      Yamashita, Wesley      **COURTROOM:** RJC Courtroom 14A

**COURT CLERK:**      Jacobson, Alice

**PARTIES PRESENT:**

**Dennis John Carver, Decedent, Not Present      Donna Stidham, Attorney, Not Present**

**Rhonda L Morgan, Personal Representative,      Donna Stidham, Attorney, Not Present**  
**Petitioner, Not Present**

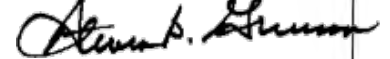
**JOURNAL ENTRIES**

Sean Tanko- Pro Tem Probate Commissioner, present.

Matter being on Approved List and there being no objection, COMMISSIONER RECOMMENDED,  
Petition APPROVED AND GRANTED; Case Closed.

**INTERIM CONDITIONS:****FUTURE HEARINGS:**

## EXHIBIT 18



1 **PET**  
2 **FLANGAS LAW FIRM, LTD.**  
3 LEO P. FLANGAS, ESQ.  
4 Nevada Bar No. 5637  
5 600 S. Third Street  
6 Las Vegas, Nevada 89101  
7 Email: [leo@flangaslawfirm.com](mailto:leo@flangaslawfirm.com)  
8 Telephone: (702) 384-1990  
9 Facsimile: (702) 384-1009

10 *Attorneys for Petitioners, John Houlihan and*  
11 *Colonial Real Estate Partnership, LTD.*

12 **EIGHTH JUDICIAL DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 In the Matter of the Estate of:

P-18-095892-E

15 DENNIS JOHN CARVER,

16 Deceased.

17 **PETITION FOR AN ORDER TO SHOW CAUSE WHY ESTATE SHOULD NOT BE**  
18 **REOPENED FOR CREDITORS TO SUBMIT PROOF OF CLAIMS AND ACCOUNTING**  
19 **OF THE ESTATE ASSETS**

20 COMES NOW, Petitioners, John Houlihan and Colonial Real Estate Partnership, LTD.,  
21 by and through their attorney, Leo P. Flangas, Esq., of the FLANGAS LAW FIRM, LTD., and  
22 hereby petitions this Court for an Order to Show Cause Why the Estate Should Not Be Reopened  
23 for Creditors to Submit Proof of Claims and for an Accounting of the Estate, as follows:

24 1. The Decedent died on October 16, 2017, in Riverside County, California. Petition  
25 for Probate of Will and Issuance of Letters, filed on June 28, 2018, ¶ 1.

26 2. The Decedent was not a resident of Clark County, Nevada but owned and operated  
27 a plumbing and air condition company in Clark County, Nevada known as Commercial Plumbing  
28 and A/C, which was a dba of Decedent. Fictitious Firm Name dated July 3, 2017, filed with the  
Clark County Recorder.

3. That on or about June 28, 2018 the Decedent's Petition for Probate of Will and

1 Issuance of Letters was filed.

2 4. That Decedent's Estate representative Rhonda L. Morgan was notified in  
3 November 2018 that Petitioners had a claim against the Estate.

4 5. Petitioners had previously paid Decedent \$121,851.64 for plumbing and related  
5 services for real property located at 3775 E. Sahara Ave., Las Vegas, NV 89104. No work was  
6 ever performed and no funds have been returned to Petitioners.

7  
8 6. Notice of the Petition or to file a proof of claim was not provided to the Petitioners.

9 7. Pursuant to Notice standards, as codified in the Chapter 147 of the Nevada Revised  
10 Statute, Rhonda L. Morgan reasonably knew that she was required to provide Petitioners with  
11 notice of the Petition and the instant probate.

12 8. Pursuant to NRS 143.400, the Rhonda Morgan, as Personal Representative does  
13 not have the authority to deny the Petitioners' notice of the Probate or an accounting of the  
14 Estate's assets.

15  
16 WHEREFORE, Petitioners prays as follows:

17 1. That this Court issue an Order to Show Cause and require the Personal  
18 Representative, Rhonda Morgan, to provide an Accounting of all Decedent's Assets, to include  
19 but not limited to all personal and real property disbursed, including the transfer or sale of assets  
20 involving Commercial Plumbing and A/C.

21 2. That the deadline to submit proofs of claim be reopened;

22 3. That the Order to Show Cause issue setting a date for the Personal Representative  
23 to provide an Accounting of Assets to all creditors and beneficiaries; and  
24

25 ///

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1           4.       For such other and further relief as the Court may deem proper in the premises.

2       DATED this 31<sup>st</sup> day of January 2020.

3                               **FLANGAS LAW FIRM, LTD.**

4  
5                               By: /s/ Leo P. Flangas  
6                               LEO P. FLANGAS, ESQ.  
7                               Nevada Bar No. 5637  
8                               600 S. Third Street  
9                               Las Vegas, Nevada 89101  
10                              *Attorneys for Petitioners, John Houlihan and*  
11                              *Colonial Real Estate Partnership, LTD.*  
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VERIFICATION

STATE OF Colorado )  
COUNTY OF Jefferson )ss

I, John Houlihan, being first duly sworn, deposes and says that I am the managing partner of Colonial Real Estate Partnership, LTD., and Petitioner in the above entitled action; that I have read the foregoing PETITION and know the contents thereof, and that the same is true of my own knowledge, except for those matters therein stated on information and belief, and as for those matters I believe it to be true.

DATED this 17 day of January, 2020.

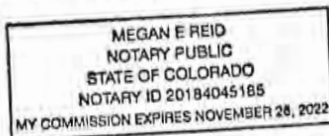
John Houlihan  
JOHN HOULIHAN, Managing Partner  
of Colonial Real Estate Partnership, LTD.  
Petitioner

ACKNOWLEDGMENT

STATE OF Colorado )  
COUNTY OF Jefferson )ss

On this 17<sup>th</sup> day of January, 2020, before me, the undersigned Notary Public, in and for said County and State, personally appeared, JOHN HOULIHAN, known to me to be the person described in, and who executed the foregoing instrument, and who acknowledged to me that she did so freely and voluntarily, and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

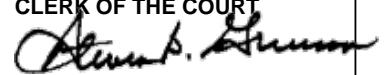


Megan E Reid  
NOTARY PUBLIC in and for  
said County and State

ROA000110

## EXHIBIT 19





**FLANGAS LAW FIRM, LTD.**  
LEO P FLANGAS, ESQ.  
Nevada Bar No. 5637  
600 South Third Street  
Las Vegas, Nevada 89101  
Telephone: (702) 384-1990  
Facsimile: (702) 384-1009  
Email: leo@flangaslawfirm.com  
*Attorney for Petitioners*

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

In the Matter of the Estate of:

Case No.: P-18-095892-E

DENNIS JOHN CARVER,

Deceased.

**NOTICE OF HEARING**

TO: ALL INTERESTED PARTIES

YOU WILL PLEASE TAKE NOTICE filed with the Court a **PETITION FOR AN ORDER TO SHOW CAUSE WHY ESTATE SHOULD NOT BE REOPENED FOR CREDITORS TO SUBMIT PROOF OF CLAIMS AND ACCOUNTING OF THE ESTATE ASSETS**; that a hearing on the Petition has been set for the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at the hour of \_:\_

--M

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1 a.m., in the Probate Court, which is located at the Regional Justice Center at 200 Lewis Avenue, Las  
2 Vegas, NV 89155.

3 Dated this 4<sup>th</sup> day of February 2020.

4  
5 **FLANGAS LAW FIRM, LTD.**

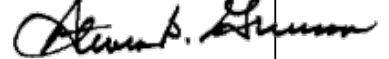
6 By: /s/ Leo P. Flangas  
7 LEO P FLANGAS, ESQ.  
8 Nevada Bar No. 5637  
9 600 South Third Street  
10 Las Vegas, Nevada 89101  
11 *Attorney for Petitioners*  
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## EXHIBIT 20

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

Electronically Filed  
2/5/2020 9:31 AM  
Steven D. Grierson  
CLERK OF THE COURT



In the matter of:  
Dennis Carver, Deceased

Case No.: P-18-095892-E

Department 8

**NOTICE OF HEARING**

Please be advised that the Petition for an Order to Show Cause Why Estate Should not be Re-Opened for Creditors to Submit Proof of Claims and Accounting of the Estate Assets in the above-entitled matter is set for hearing as follows:

**Date:** March 13, 2020

**Time:** 9:30 AM

**Location:** Courtroom TBA  
Regional Justice Center  
200 Lewis Ave.  
Las Vegas, NV 89101

**NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the Eighth Judicial District Court Electronic Filing System, the movant requesting a hearing must serve this notice on the party by traditional means.**

STEVEN D. GRIERSON, CEO/Clerk of the Court

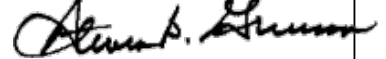
By: /s/ Marie Kramer  
Deputy Clerk of the Court

**CERTIFICATE OF SERVICE**

I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion Rules a copy of this Notice of Hearing was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

By: /s/ Marie Kramer  
Deputy Clerk of the Court

## EXHIBIT 21



**FLANGAS LAW FIRM, LTD.**  
LEO P FLANGAS, ESQ.  
Nevada Bar No. 5637  
600 South Third Street  
Las Vegas, Nevada 89101  
Telephone: (702) 384-1990  
Facsimile: (702) 384-1009  
Email: leo@flangaslawfirm.com  
*Attorney for Petitioners*

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

In the Matter of the Estate of:

Case No.: P-18-095892-E

DENNIS JOHN CARVER,

Deceased.

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I hereby certify that on this 6th day of February, 2020, service of the  
a **PETITION FOR AN ORDER TO SHOW CAUSE WHY ESTATE SHOULD NOT BE**  
**REOPENED FOR CREDITORS TO SUBMIT PROOF OF CLAIMS AND ACCOUNTING**  
**OF THE ESTATE ASSETS and NOTICE OF HEARING** was made by depositing a true and

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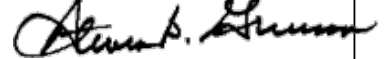
correct copy of the same service via Certified U.S. Mail addressed to the following:

Rhonda Morgan, Esq.  
The Legacy Firm of Southern California  
19800 MacArthur Blvd. Suite 300  
Irvine, CA 92612  
Tracking Number 7019 0700 0002 2112 6138  
Attorneys for the Estate of John Carver

/s/ Natasha Smith  
An employee of FLANGAS LAW FIRM

## EXHIBIT 22





**FLANGAS LAW FIRM, LTD.**  
LEO P FLANGAS, ESQ.  
Nevada Bar No. 5637  
600 South Third Street  
Las Vegas, Nevada 89101  
Telephone: (702) 384-1990  
Facsimile: (702) 384-1009  
Email: leo@flangaslawfirm.com  
*Attorney for Petitioners*

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

In the Matter of the Estate of:

Case No.: P-18-095892-E

DENNIS JOHN CARVER,

Deceased.

**AMENDED CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I hereby certify that on this 5th day of February, 2020, service of the  
a **PETITION FOR AN ORDER TO SHOW CAUSE WHY ESTATE SHOULD NOT BE**  
**REOPENED FOR CREDITORS TO SUBMIT PROOF OF CLAIMS AND ACCOUNTING**  
**OF THE ESTATE ASSETS and NOTICE OF HEARING** was made by depositing a true and

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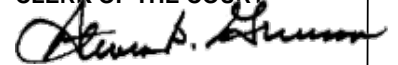
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1 correct copy of the same service via Certified U.S. Mail addressed to the following:

2 Rhonda Morgan, Esq.  
3 The Legacy Firm of Southern California  
4 19800 MacArthur Blvd. Suite 300  
5 Irvine, CA 92612  
6 Tracking Number 7019 0700 0002 2112 6138  
7 Attorneys for the Estate of John Carver

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\_\_\_\_\_/s/ Natasha Smith\_\_\_\_\_  
An employee of FLANGAS LAW FIRM

## EXHIBIT 23



**FLANGAS LAW FIRM, LTD.**  
LEO P FLANGAS, ESQ.  
Nevada Bar No. 5637  
600 South Third Street  
Las Vegas, Nevada 89101  
Telephone: (702) 384-1990  
Facsimile: (702) 384-1009  
Email: leo@flangaslawfirm.com  
*Attorney for Petitioners*

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

In the Matter of the Estate of:

Case No.: P-18-095892-E

DENNIS JOHN CARVER,

Deceased.

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I hereby certify that on this 11th day of February, 2020, service of the a **PETITION FOR AN ORDER TO SHOW CAUSE WHY ESTATE SHOULD NOT BE REOPENED FOR CREDITORS TO SUBMIT PROOF OF CLAIMS AND ACCOUNTING OF THE ESTATE ASSETS** and **NOTICE OF HEARING** was made by submission to the electronic filing service for the Clark County Nevada Eighth Judicial Court upon all the parties registered to the District Court Electronic Filing Program and depositing a true and correct copy

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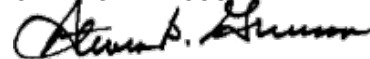
1 of the same service via Certified U.S. Mail addressed to the following:

2 Donna Stidham, Esq.  
3 Law Office of Donna Stidham, LLC  
4 2551 S. Fort Apache Rd. #103  
5 Las Vegas, NV 89117  
6 donna@stidhamlawoffice.com  
7 Tracking Number 7005 1160 0001 0616 1324  
8 *Attorneys for the Petitioner Rhonda L. Morgan*

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\_\_\_\_\_/s/ Natasha Smith\_\_\_\_\_  
An employee of FLANGAS LAW FIRM

ROA000119

## EXHIBIT 24



David T. Blake (# 11059)  
Clear Counsel Law Group  
50 S. Stephanie St., Ste. 101  
Henderson, Nevada 89012  
Telephone: (702) 476-5900  
Facsimile: (702) 924-0709  
dave@clearcounsel.com  
*Attorneys for the Estate of Rhonda Morgan*  
*Personal Representative of the Estate*

**DISTRICT COURT**

**DISTRICT OF NEVADA**

In the Matter of the Estate of:

CASE NO.: P-18-095892-E  
DEPT NO.: 8

Dennis John Carver

Deceased

**Objection to Petition for an Order to  
Show Cause Why Estate Should Not be  
Reopened for Creditors to Submit Proof  
of Claims and Accounting of the Estate  
Assets**

**I.**

**Introduction and Background**

The Petition by Colonial Real Estate Partnership, Ltd. (“Colonial”) is a baseless request by a creditor to reopen the creditor’s claim period that expired on October 25, 2018—more than a year ago. Colonial’s efforts to enforce its claim against the Estate of Dennis John Carver (the “Decedent”), administered by Personal Representative Rhonda Morgan, (collectively the “Estate”), reflects a fundamental misunderstanding of the procedure for handling creditor’s claims in Nevada. Colonial admits that it discovered the Decedent’s death in September of 2018. See Complaint in Case No. A-19-796234-C, attached hereto as Exhibit A, at ¶ 13. This knowledge gave Colonial a duty to inquire further and discover the existence of probate proceedings for itself. See Gardner Hotel Supply of Houston v. Clark’s Estate, 83 Nev. 388, 392, (1967) (“Knowledge of death is sufficient to put the claimant on notice that probate proceedings will follow, and charges him with the responsibility of further inquiry.”); Monette v. Estate of Murphy, No. 61212, 2014 WL 5173723, at \*1 (Nev. 2014); Bell Brand Ranches, Inc. v. First Nat. Bank of Nevada, 91 Nev. 88, 92, (1975).

1 The Estate began administration on July 20, 2018. The notice to creditor's was first  
2 published on July 27, 2018. See Affidavit of Publication, attached hereto as Exhibit B. The 90-  
3 day period for creditor's claims ended on October 25, 2018. See NRS 147.040(1). The Estate  
4 was closed, and the Personal Representative released from her duties on May 10, 2019. See May  
5 10, 2019 Order, on file herein. Despite its duty and these events, Colonial **did not file a**  
6 **creditor's claim at any time during the Estate's administration.**

7 Colonial's first formal legal filing against the Estate was on June 7, 2019, after the Estate  
8 had already closed. See Exhibit A. This filing came in the form of a civil suit against the Estate.  
9 Colonial filed a civil suit presumably because it knew that it had already missed the creditor's  
10 claim period. If the Complaint had been a creditor's claim against the estate (which it was not), it  
11 would have been 225 days late. After the Estate sent Colonial a letter demanding that it dismiss  
12 its Complaint, Colonial dismissed its Complaint without prejudice. Colonial then waited another  
13 240 days to file the instant Petition with the Probate court. Viewed in comparison to any deadline  
14 for creditor's claims, Colonial's Petition is inexcusably and egregiously untimely—especially in  
15 light of Colonial's charged knowledge of estate proceedings. The Petition was filed more than a  
16 year (465 days) after the October 25, 2018 deadline to file creditor's claims and more than 8  
17 months (268 days) after the estate was closed.

18 As argued below, the Petition is defective for four critical reasons, each of which are  
19 separate and independent bases to deny the Petition. First, the Petition does not identify a single  
20 authority—statute, case, or other source—that would authorize the court to reopen the creditor's  
21 claim period or issue an Order to Show Cause in these circumstances. The Estate is aware of no  
22 such authority. The Petition should be denied as unsupported and baseless.

23 Second, the Petition fails to rebut (or even address) the fact that Colonial's creditor's  
24 claim is hopelessly late. All possible deadlines by which Colonial could have filed its creditor's  
25 claim are discussed below and Colonial had notice of and could have met any applicable  
26 deadline. Critically, the latest deadline on which Colonial could rely is the close of the  
27 administration of the case, but Colonial cannot rely on that deadline because it is charged with  
28 actual knowledge of the probate proceedings under Gardner Hotel Supply of Houston, 83 Nev.



1 at, 392, Monette, 2014 WL 5173723, at \*1, and Bell Brand Ranches, Inc., 91 Nev. at 92 (all cited  
2 above). Additionally, Colonial had actual notice of the Estate administration as of February Of  
3 course, the point of Colonial's imputed knowledge of the Estate's administration is wholly  
4 academic because Colonial did not file a creditor's claim before the Estate closed.

5 Third, Colonial's entire Petition rests on the logic that the Estate was under a duty to  
6 notify colonial of the creditor period. However, Colonial's petition admits that it provided the  
7 Estate with notice of its potential claim in November of 2018. See Petition at ¶ 4. This admission  
8 is fatal to the Petition because, under NRS 155.020(5), the Estate was only under a duty to mail  
9 notice of the creditors period only to those creditors who are readily ascertainable "before the  
10 last day for the filing of a creditor's claim under NRS 147.040." That period ended on October  
11 25, 2018, meaning that the Estate had no obligation to provide Colonial with notice of the estate  
12 administration—by mail or otherwise.

13 Fourth and finally, reopening the estate would be an exercise in futility because the Estate  
14 assets have already been distributed. It would, therefore, be impossible to pay any amount to  
15 Colonial because there are no Estate assets to satisfy the Claim.

## 16 II.

### 17 Argument

#### 18 A. The Petition should be denied because it fails to identify any legal authority 19 suggesting that the Court has authority to issue an Order to Show Cause or reopen the creditor's claims period in these circumstances.

20 The Petition requests that the Court (a) issue an Order to Show Cause and require The  
21 Estate to provide an accounting of assets, including distribution of any assets of Commercial  
22 Plumbing and A/C, and (b) reopen the deadline for petitioners to submit a creditor's claim.  
23 Colonial asserts that it notified The Estate of its claim against the Estate in November of 2018  
24 and that it did not receive notice to creditors. See Petition at ¶ 4. Colonial further asserts that The  
25 Estate had a duty to notify Colonial of the Nevada probate proceedings pursuant to "Chapter 147  
26 of the Nevada Revised Statute[s]." Petition at ¶ 7. This is the total of substantive argument in the  
27 Petition. Colonial does not cite to any specific provision of NRS 147 which would authorize the  
28 Court to issue an Order to Show Cause or reopen any period for creditor's claims. The

1 conclusion the Court must reach is that there is no authority to support the requested relief.

2 The Court should decline to consider the Petition altogether. See EDCR 2.20 (c)  
3 (requiring moving party to support a motion with a memorandum of points and authorities) and  
4 (h)(i) (requiring the memorandum to contain more than bare citations to statutes, rules, or case  
5 authority). If the Court is inclined to consider the Petition, the relief of reopening the creditor's  
6 claims period until after the estate is administered, closed, and the final account rendered, is  
7 explicitly prohibited by statute. NRS 147.040 provides that a court may, in specific limited  
8 circumstances, extend the creditors' claim period only until the filing of the final account. Here,  
9 the estate has been closed and the final account waived. Accordingly, even if the limited  
10 circumstances were established (they are not), the court would not have authority to reopen the  
11 period for making creditor's claims because the estate has been fully administered and closed.

12 Additionally, the unsupported premise is directly rejected by NRS 155.020(5), as argued  
13 more fully in Section C, below. The Petition alleges that the Estate was required to notify  
14 Colonial of the creditor's claim period, but under NRS 155.020(5), Colonial was not a known  
15 creditor entitled to specific notice.

16 Finally, Colonial's unsupported request is also directly rejected by NRS 151.240, which  
17 authorizes the court to reopen an estate only for situations involving (a) newly discovered  
18 property or corrections to errors made in property descriptions, (b) the need for letters to be  
19 issued, or (c) a claim of fraud related to the probated will. Colonial's Petition does not raise any  
20 of these issues. Accordingly, the Court does not have authority to reopen the Estate.

21 **B. Colonial's creditor's claim is time barred.**

22 Reopening the Estate is unnecessary because Colonial's claim is time barred—and the  
23 question is not close. Under NRS 147, there are three possible deadlines for when a creditor must  
24 file a creditor's claim.

- 25 • **Earliest possible deadline:** 90 days after mailing or first publication of the notice to  
26 creditors. NRS 147.040(1).
- 27 • **Next earliest deadline:** 30 days after receiving notice by mail if the creditor became  
28 a Known Creditor during the 90-day creditor's claims period. NRS 147.040(2).
- **Last possible deadline:** any time before the filing of the final account if the claimant

1 did not receive notice as provided by NRS 155.020 and did not have actual notice of  
2 the administration of the estate.

3 The Nevada Supreme Court has enforced the deadlines as provided for in the probate  
4 statutes on multiple occasions and the district court does not have authority to ignore the probate  
5 statutes. See Bell Brand Ranches, Inc. v. First Nat. Bank of Nevada, 91 Nev. 88, 92, (1975);  
6 Monette v. Estate of Murphy, 2014 WL 5173723, at \*1 (Nev. 2014). As analyzed below,  
7 Colonial has not yet filed a creditor's claim and did not file a creditor's claim within any  
8 applicable deadline. Thus, it has no basis to argue that the creditor's period should be reopened.

9 **1. Deadline 1: 90 days after mailing or first publication of the notice to  
creditors – NRS 147.040(1)**

10 The earliest deadline to file a creditor's claim is within "90 days after the mailing for  
11 those required to be mailed, or 90 days after the first publication of the notice to creditors  
12 pursuant to NRS 155.020." NRS 147.040(1). NRS 155.020 requires a personal representative to  
13 publish notice to the public, which includes "creditors whose names and addresses are not  
14 readily ascertainable" (hereinafter "Unknown Creditors"). NRS 155.020(1)-(3). Additionally, the  
15 personal representative must mail a copy of the notice "to those creditors whose names and  
16 addresses are readily ascertainable as of the date of first publication of the notice . . ."  
17 (hereinafter "Known Creditors").

18 Here, the notice to Unknown Creditors was published on July 27, 2018. Colonial was not  
19 a Known Creditor at that time, by its own admission. See Petition ¶ 4. The 90-day period for  
20 Unknown Creditors to file a claim ended on October 25, 2018. Accordingly, Colonial is  
21 presumed to have received notice of the creditor's claims period by publication and is now  
22 barred from making a creditors' claim.

23 **2. Deadline 2: 30 days of receiving notice by mail if the creditor became a  
24 Known Creditor during the creditor's claims period – NRS 147.040(2)**

25 The next possible deadline applicable to Colonial's creditor's claim is for creditors that  
26 are Unknown Creditors when the notice to creditors is first published but who become Known  
27 Creditors during the 90-day claims period. If a personal representative "discovers the existence  
28 of a creditor who was not readily ascertainable at the time of first publication of the notice to  
creditors, the personal representative shall immediately mail a copy of the notice to the creditor."

1 See NRS 155.020(5). If this occurs, then the newly discovered creditor must file a creditor's  
2 claim within the later of (a) 30 days from the date of mailing or (b) 90 days from the original  
3 publication of the notice. See NRS 147.040(2).

4 Here, Colonial did not become a known creditor within the creditor's claims period and,  
5 accordingly was not entitled to notice by mailing under NRS 155.020(5) and was not entitled to  
6 receive additional time to file a creditor's claim under NRS 147.040(2). Colonial admits that the  
7 Estate's personal representative, Ms. Morgan, was notified in November of 2018 of Colonial's  
8 claim against the estate. See Petition ¶ 4. As noted previously, the creditor's claims period began  
9 on July 27, 2018, when The Estate published notice to creditors, and ended on October 25, 2018.  
10 Thus, Colonial was not a Known Creditor entitled to notice under NRS 155.020(5) and The  
11 Estate was not required to mail a notice to Colonial.

12 **3. Deadline 3: Any time before the filing of the final account – NRS 147.040(3)**

13 The final deadline potentially applicable to Colonial's creditor's claim is NRS  
14 147.040(3), which allows a creditor to file any time before the filing of the final account, but  
15 only if (a) the claimant did not have notice as provided in NRS 155.020 or actual notice of the  
16 administration of the estate. In terms of actual notice of the administration of an estate, the  
17 Nevada Supreme Court has ruled that knowledge of a decedent's death "constitute[s] actual  
18 notice of the estate's administration." See Monette v. Estate of Murphy, No. 61212, 2014 WL  
19 5173723, at \*1 (Nev. 2014) (citing Bell Brand Ranches, Inc. v. First Nat'l Bank of Nev., 91 Nev.  
20 88, 91 n. 3 (holding that knowledge of the death of the decedent charges a creditor with a duty of  
21 further inquiry)); Gardner Hotel Supply of Houston v. Clark's Estate, 83 Nev. 388, 392, (1967)  
22 ("Knowledge of death is sufficient to put the claimant on notice that probate proceedings will  
23 follow, and charges him with the responsibility of further inquiry.").

24 Here, again, Colonial's Petition fails to satisfy any element of subsection 3. First,  
25 Colonial did not file a creditor's claim within the final administration of this estate, which acts as  
26 a hard and fast cutoff date for filing of any creditor's claims. Colonials' request to extend a  
27 statutory period is akin to a request to enlarge a statute of limitations, which courts lack the  
28 authority to do.

1 Second, as argued above, Colonial **did** have notice as provided for in NRS 155.020. The  
2 Estate published notice to all Unknown Creditors as required by the statute and Colonial's  
3 Petition admits that it was an unknown creditor until November of 2018, after the period for  
4 creditor's claims ended. Publishing notice of the administration of the Estate gives Colonial  
5 constructive notice of the creditor's claims period—regardless of whether Colonial discovered  
6 the notice or not.

7 Third, Colonial had actual notice of the administration of the Estate because it was aware  
8 of the Decedent's death. Colonial's Complaint against The Estate states that Colonial became  
9 aware of the death in or around September of 2018. See Exhibit A at ¶ 13. Under the authority  
10 cited above, Colonial's knowledge of the Decedent's death provided Colonial with inquiry notice  
11 and a duty to discover the administration of the estate. Thus, Colonial cannot benefit from the  
12 additional time protections of NRS 147.040(3).

13 Nevada's probate statutes make clear that Colonial's creditor's claim is time barred.  
14 Colonial failed to file a claim within any of the deadlines provided in NRS 147.040 and,  
15 consequently, Colonial's Petition must be denied.

16 **C. The Estate had no duty to serve Colonial with a notice to creditors.**

17 The key premise underlying the Petition is that it was the Estate's obligation, not  
18 Colonial's to make sure the Colonial filed a creditor's claim. See Petition at ¶ 7 (arguing that The  
19 Estate knew that she was required to provide Colonial with a creditor's notice.). This is premise  
20 is flatly incorrect. As noted above, NRS 155.020(4) requires notice to be mailed to mail a copy  
21 of the notice to Known Creditors, that is, those creditors "whose names and addresses are readily  
22 ascertainable . . . ." NRS 155.020(5) requires notice to be mailed to creditors who are discovered  
23 during the 90-day claims period. This period started on July 27, 2018 and ended on October 25,  
24 2018. Colonial did not learn of its potential claim until September of 2018. See Ex. A at ¶ 13.  
25 And Colonial did not notify The Estate of the potential claim until after the 90-day period for  
26 creditor's claims. See Petition ¶ 4 ("Decedent's Estate representative Rhonda L. Morgan was  
27 notified in November 2018 that Petitioners had a claim against the Estate."). On these admitted  
28 facts, under NRS 155.020(5), the Estate did not have a duty to mail notice to Colonial, who was

1 discovered as a creditor outside of the 90-day creditor period of NRS 147.040.

2 The key premise of Colonial's petition is, therefore, directly contradicted by NRS  
3 155.020(5) together with the allegations in the Petition. Consequently, the Petition must be  
4 denied.

5 **D. Even if Colonial could file a creditor's claim, the Estate has already distributed its**  
6 **assets and it could not pay anything toward the creditors' claim.**

7 Finally, Colonial's Petition must be denied because it is futile. The Estate's assets have  
8 already been distributed and the Estate has nothing to pay toward satisfying Colonial's claim.  
9 Reopening the Estate and going through the creditor's claim process could not produce any  
10 tangible benefit to Colonial. Thus, the Petition must be denied.

### 11 III.

#### 12 Conclusion

13 Colonial's creditor's claim is 465 days late. Colonial was aware of the Decedent's death  
14 and did not file a creditor's claim at any time during the Estate's administration. Colonial's  
15 argument that the creditor's claim period should be reopened, and an accounting ordered is not  
16 only unsupported, but directly contradicted by statute. And even if the Estate could be reopened,  
17 there are no assets to satisfy Colonial's potential claim. Accordingly, the Estate respectfully  
18 requests that the Petition be denied.

19 Dated: February 18, 2020.

Clear Counsel Law Group

20 /s/ David Blake  
21 David T. Blake

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**CERTIFICATE OF SERVICE**

Pursuant to Nevada Rules of Civil Procedure 5(b), I hereby certify that on the 18<sup>th</sup> day of February, 2020, I caused the foregoing **Objection to Petition for an Order to Show Cause Why Estate Should Not be Reopened for Creditors to Submit Proof of Claims and Accounting of the Estate Assets** to be served as follows:

- ☐ by placing a true and correct copy of the same to be deposited for mailing in the U.S. Mail at Las Vegas, Nevada, enclosed in a sealed envelope upon which first class postage was fully prepaid addressed to the parties below; and/or
- ☐ pursuant to EDCR 7.26, by sending it via facsimile; and/or
- ☐ by hand delivery; and/or
- ☒ E-Service to all registered parties

/s/K.A/Gentile  
An employee of Clear Counsel Law Group

# **EXHIBIT “A”**

# **EXHIBIT “A”**





LEO P FLANGAS, ESQ.  
Nevada Bar No. 5637  
FLANGAS LAW FIRM, LTD.  
600 S. Third Street  
Las Vegas, Nevada 89101  
Telephone: (702) 384-1990  
Facsimile: (702) 384-1009  
E-mail: [leo@flangaslawfirm.com](mailto:leo@flangaslawfirm.com)  
*Attorney for Plaintiff,*  
*Colonial Real Estate Partnership, Ltd.*

CASE NO: A-19-796234-C  
Department 22

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

COLONIAL REAL ESTATE PARTNERSHIP,  
LTD., a Nevada Corporation,

Case No.:  
Dept. No.:

Plaintiff,

**EXEMPT FROM ARBITRATION**  
(Amount in Controversy Exceeds \$50,000.00)

vs.

COMMERCIAL PLUMBING AND AC, an  
unknown entity; DENNIS JOHN CARVER, an  
individual; RHONDA L. MORGAN, the special  
administrator of the ESTATE OF DENNIS  
JOHN CARVER; the ESTATE OF DENNIS  
JOHN CARVER; and DOES I-X, and ROE  
CORPORATIONS I-10, inclusive  
Defendants.

**COMPLAINT**

COMES NOW, Plaintiff, COLONIAL REAL ESTATE PARTNERSHIP, LTD., a Nevada  
Corporation, by and through its counsel, LEO P. FLANGAS, ESQ., of the FLANGAS LAW FIRM,  
LTD., and for their causes of action, allege as follows:

**PARTIES**

1. The Plaintiff, COLONIAL REAL ESTATE PARTNERSHIP, LTD., is now, and was  
at all times relevant hereto, a resident of Clark County, Nevada.

2. The Plaintiff is informed, believes and alleges that Defendant, DENNIS JOHN  
CARVER, was at all times relevant hereto, a resident of Clark County, Nevada.

1           3.     The Plaintiff is informed, believes and alleges that Defendant, DENNIS JOHN  
2 CARVER, died on October 16, 2017.

3           4.     The Plaintiff is informed, believes and alleges that the Defendant COMMERCIAL  
4 PLUMBING AND AC, an unknown entity, at all times relevant hereto conducted business in Clark  
5 County, state of Nevada.

6           5.     The Plaintiff is informed, believes and alleges that all conduct, actions and inactions  
7 contained in the allegations against the Defendants RHONDA L. MORGAN, the special  
8 administrator of the ESTATE OF DENNIS JOHN CARVER; and the ESTATE OF DENNIS JOHN  
9 CARVER occurred in Clark County, state of Nevada, and thus, subjects them to personal and subject  
10 matter jurisdiction to this Court.

11           6.     The true names and capacities of the Defendants named herein as DOES I-X,  
12 inclusive, whether individual, corporate, associate or otherwise, are presently unknown to Plaintiff  
13 who therefore sues the said Defendants by such fictitious names; and when the true names and  
14 capacities of DOES I-X inclusive are discovered, the Plaintiff will ask leave to amend this  
15 Complaint to substitute the true names of the said Defendants. The Plaintiff is informed, believes  
16 and therefore alleges that the Defendants so designated herein are responsible in some manner for  
17 the events and occurrences contained in this action.

18           7. Plaintiff is informed and believes, and thereupon alleges, that at all times mentioned in  
19 this complaint, defendants and Does 1-X were the agents and/or employees of each other, and in  
20 doing the things alleged in this complaint, were acting within the course and scope of that agency  
21 and/or employment.

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**JURISDICTION**

8. Plaintiffs repeat and reallege each and every allegation contained in the foregoing paragraphs as though fully set forth herein.

9. The foregoing causes of action are related to individuals, corporations, companies and an estate wherein either were residence and/or operations are or were located in this jurisdiction at all relevant times hereto or conducted business with Plaintiff within this jurisdiction. Additionally, the foregoing causes of actions are related to construction services on Plaintiff's real property with address 3775 E. Sahara Ave., Las Vegas, Nevada (the "***Building***") and, therefore is situated in Clark County, Nevada.

10. This Court has subject matter jurisdiction over this matter and venue of this action is proper in this Court on the basis that Plaintiffs' causes of action arose in this jurisdiction.

**GENERAL ALLEGATIONS**

11. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as though fully set forth herein.

12. On or about October of 2013, Plaintiff paid Defendants COMMERCIAL PLUMBING AND AC and DENNIS JOHN CARVER monies in the amount of \$121,851.64 for the installation of new equipment and storage of this equipment for the Building. The equipment included but not limited to toilets, water heaters, sinks, urinals, water fountains, heat-pump/air-conditioners, faucets, counters, valves and more items ("***Equipment***"). Plaintiff did not want the Equipment installed at this time because there existed no tenants in the Building and Plaintiff did not want the Equipment to be stolen or vandalized. Plaintiff and Defendants agreed to store the Equipment with Defendants and that Plaintiff would notify Defendants when to commence the install.

1           13.     On or about September of 2018, Plaintiff desired to commence the installation of the  
2 Equipment and discovered that the Defendant, DENNIS JOHN CARVER, had passed the year  
3 before.

4           14.     Plaintiff has made demands on the Defendants RHONDA L. MORGAN, the special  
5 administrator of the ESTATE OF DENNIS JOHN CARVER; and the ESTATE OF DENNIS JOHN  
6 CARVER, for them to either install the Equipment or return the monies paid.

7           15.     The special administrator RHONDA L. MORGAN was contacted and misled  
8 Plaintiff's counsel by stating that the probating of the Estate of Dennis John Carver was already  
9 complete and it was too late. This was a fabrication.

10          16.     Plaintiff as a creditor has never been procedurally notified by the Defendants of the  
11 Estate.

12          17.     On or about April 12, 2019, Plaintiff filed a creditor's claim against the Defendants,  
13 RHONDA L. MORGAN, the special administrator of the ESTATE OF DENNIS JOHN CARVER;  
14 and the ESTATE OF DENNIS JOHN CARVER.

15          18.     Since the passing of DENNIS JOHN CARVER, the Defendants RHONDA L.  
16 MORGAN, the special administrator of the ESTATE OF DENNIS JOHN CARVER; and the  
17 ESTATE OF DENNIS JOHN CARVER, now are in the place and stead of DENNIS JOHN  
18 CARVER and therefore the correct Defendants in this case.

19          19.     Plaintiff entered the agreement with DENNIS JOHN CARVER based on his  
20 representations and promises.

21          20.     Plaintiff now brings this action here in Clark County, Nevada because all the conduct  
22 regarding the contract, work to be performed, storage of Equipment and the Building occurred or  
23 was situated in Clark County, Nevada.

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**FIRST CLAIM FOR RELIEF**

**(Breach of Contract – As to all Defendants)**

21. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as though fully set forth herein.

22. On or about October of 2013, Plaintiff and Defendants entered into an agreement wherein Plaintiff paid monies to Defendants and in return Defendants was to store the Equipment and upon Plaintiff's request, install the Equipment into the Building.

23. Defendants breached the agreement.

24. As a direct and proximate result of the actions of the Defendants, the Plaintiffs were damaged in an amount in excess of \$15,000.

25. It has become necessary for Plaintiff to engage the services of an attorney to commence this action and Plaintiffs are, therefore, entitled to reasonable attorney's fees and costs as damages.

**SECOND CLAIM FOR RELIEF**

**(Breach of Covenants of Good Faith and Fair Dealing - As to All Defendant)**

26. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as though fully set forth herein.

27. That in every agreement there exist a covenant of good faith and fair dealing.

28. That Defendants failed to maintain the obligations which they agreed to in regards to the agreement between the parties, thereby breaching the covenant to act in good faith.

29. That Defendants have failed to deal fairly with the Plaintiff in regards to upholding their defined duties under the agreement.

30. As a result of the actions of the Defendants in failing to act in good faith and deal fairly with Plaintiffs, Plaintiffs have been damaged in a sum in excess of \$15,000.00.

31. It has become necessary for Plaintiffs to engage the services of an attorney to commence this action and Plaintiffs are, therefore, entitled to reasonable attorney's fees and costs as damages.

### THIRD CLAIM FOR RELIEF

**(Unjust Enrichment - As to all Defendants)**

32. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as though fully set forth herein.

33.. Through the actions of Defendants, Defendants enjoyed the benefit and have retained the benefit of the monies paid to them by the Plaintiff.

34. That allowing Defendants to retain possession of the benefits and monies is unlawful, inequitable and not in good conscience.

35. The such actions have resulted in the unjust enrichment of Defendants.

36. That as a direct and proximate result of Defendants' actions, Plaintiffs have been damaged in excess of \$15,000.00.

37. It has become necessary for Plaintiffs to engage the services of an attorney to commence this action and Plaintiffs are, therefore, entitled to reasonable attorney's fees and costs as damages.

#### FOURTH CLAIM FOR RELIEF

**(Alter Ego - As to all Defendants)**

38. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as though fully set forth herein.

1           39.    The Defendant COMMERCIAL PLUMBING AND AC was wholly controlled by  
2 DENNIS JOHN CARVER at the time of the parties agreement and thereafter until his passing, and  
3 who is the alter ego and the interest and ownership cannot be distinguished.

4           40.    Allowing Defendants COMMERCIAL PLUMBING AND AC and DENNIS JOHN  
5 CARVER to maintain a façade of this alternate entity would bring about an inequitable result for  
6 Plaintiff.

7           41.    That as a direct and proximate result of Defendants' actions, Plaintiffs have been  
8 damaged in excess of \$15,000.00.

9           42.    It has become necessary for Plaintiffs to engage the services of an attorney to  
10 commence this action and Plaintiffs are, therefore, entitled to reasonable attorney's fees and costs as  
11 damages.  
12

13           **THEREFORE**, Plaintiffs pray for judgment against Defendants, and each of them, as  
14 follows:

- 15           1.    For general damages in excess of \$15,000 and in a sum according to proof at trial;  
16           2.    For special damages in excess of \$15,000 and in a sum according to proof at trial;  
17           3.    For attorney's fees and costs of suit herein;  
18           4.    For such other and further relief as the Court may deem appropriate.  
19

20 DATED this 5<sup>th</sup> day of June, 2019

21 FLANGAS LAW FIRM, LTD.

22  
23   
24 LEO P FLANGAS, ESQ.  
Nevada Bar No. 5637  
FLANGAS LAW FIRM, LTD.  
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Attorney for Plaintiff,  
Colonial Real Estate Partnership, Ltd.  
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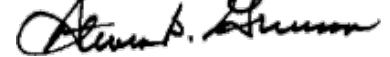
# **EXHIBIT “B”**

# **EXHIBIT “B”**



AFFP  
P-18-095892-E NTC

Electronically Filed  
8/10/2018 9:50 AM  
Steven D. Grierson  
CLERK OF THE COURT



## Affidavit of Publication

STATE OF NEVADA }  
COUNTY OF CLARK } SS

I, Rosalie Qualls state:


That I am Assistant Operations Manager of the Nevada Legal News, a daily newspaper of general circulation, printed and published in Las Vegas, Clark County, Nevada; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

Jul 27, 2018  
Aug 03, 2018  
Aug 10, 2018

DISTRICT COURT  
CLARK COUNTY, NEVADA  
Case No.: P-18-095892-E Dept. No. PC1  
IN THE MATTER OF THE ESTATE OF DENNIS JOHN CARVER Deceased,  
NOTICE TO CREDITORS  
NINETY (90) DAY NOTICE  
Pursuant to NRS 147.010 and 155.020, notice is hereby given that by an Order dated July 20, 2018, this Court appointed Rhonda L. Morgan as Personal Representative for the Estate of Dennis John Carver, who died October 16, 2017. All creditors having claims against the Estate are required to file their claims with the Court Clerk within ninety (90) days after the mailing or first publication of this notice (as the case may be), or their claims will be forever barred. Such claims must satisfy the requirements of NRS 147.070, NRS 147.080, and the other provisions of NRS Chapter 147. DATED this 25th day of July, 2018. Submitted by: LAW OFFICE OF DONNA STIDHAM, LLC, By: DONNA STIDHAM, ESQ., Nevada Bar No. 9663, 2551 S Fort Apache Rd #103, Las Vegas, NV 89117, Phone: (702) 444-3713, Facsimile: (702) 444-3714, donna@stidhamlawoffice.com, Attorneys for Petitioner, Rhonda L. Morgan  
July 27, August 3, 10, 2018

That said newspaper was regularly issued and circulated on those dates. I declare under penalty of perjury that the foregoing is true and correct.

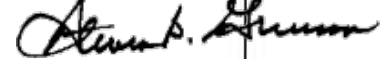
DATED: Aug 10, 2018

  
\_\_\_\_\_  
Rosalie Qualls

04109007 00450385 702-444-3714

LAW OFFICE OF DONNA STIDHAM, LLC  
2551 S FORT APACHE RD, STE. 103  
LAS VEGAS, NV 89117

## EXHIBIT 25



1 **NOTC**

2 LEO P FLANGAS, ESQ.  
3 Nevada Bar No. 004637  
4 FLANGAS LAW FIRM  
5 600 South Third Street  
6 Las Vegas, Nevada 89101  
7 Telephone: (702) 384-1990  
8 Facsimile: (702) 384-1009  
9 Email: [Leo@FlangasLawFirm.com](mailto:Leo@FlangasLawFirm.com)  
10 *Attorney for Petitioner,*  
11 *Colonial Real Estate Partnership, Ltd.*

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

10 In the Matter of the Estate of

11 DENNIS JOHN CARVER

12 Deceased

Case No.: P-18-095892-E

Dept No.: 8

13 **NOTICE OF EXERCISE OF RIGHT TO**  
14 **HAVE HEARING BEFORE PROBATE**  
15 **COURT JUDGE**

15 COMES NOW PETITIONER, COLONIAL REAL ESTATE PARTNERSHIP, LTD., a  
16 Nevada Corporation by and through attorney of record, LEO P. FLANGAS, ESQ., of FLANGAS  
17 LAW FIRM, LTD., and pursuant to NRCP 53 and EDCR 4.08, respectfully exercises the right to  
18 have the **following and subsequent matters**, be heard by the assigned District Court Judge. The  
19 current, pending matters include but not limited to the following Petitions / Motions:

<i>Date Filed</i>	<i>Description</i>	<i>Current Hearing Date</i>
2/2/20	Petition for an Order to Show Cause Why Estate should not be Reopened for Creditors to submit Proof of Claims and Accounting of the Estate Assets	3/13/20
2/18/20	Objection to Petition for an Order to Show Cause Why Estate Should Not be Reopened For Creditors to Submit Proof of Claims and	3/13/20

Accounting of the Estate Assets

together with any further Opposition / Objection and / or Counterpetition / Counter-motion filed thereto currently on the dates noted above be removed to the District Court and set for hearing before the District Court Judge assigned to this matter.

Dated: March 6<sup>th</sup>, 2020.



LEO P. FLANGAS, ESQ.  
Nevada Bar No. 005637  
FLANGAS LAW FIRM, LTD.  
600 South Third Street  
Las Vegas, Nevada 89101-6602  
Email: [Leo@flangaslawfirm.com](mailto:Leo@flangaslawfirm.com)  
Tele: (702) 384-1990  
Fax: (702) 384-1009  
Attorney for Petitioner

**CERTIFICATE OF SERVICE**

I hereby certify that on the 6 day of March, 2020, I served a true and correct copy of the NOTICE OF EXERCISE OF RIGHT TO HAVE HEARING BEFORE PROBATE COURT JUDGE; as indicated below:

☐ By first class mail, postage prepaid from Las Vegas, Nevada pursuant to NRCP 5(b) addressed as follows below

☐ By facsimile, pursuant to EDCR 7.26

☐ By receipt of copy as indicated below

X Via Electronic Service pursuant to Administrative Order 14-2, effective June 1, 2014  
(Note: All parties not registered pursuant to Administrative Order 14-2 have been served via mail)

All parties registered for electronic filing service for the Clark County Nevada Eighth Judicial court were e-served.



Employee of Flangas Law Firm, LTD.

## EXHIBIT 26



**RESP**

LEO P. FLANGAS, ESQ.  
Nevada Bar No. 5637  
FLANGAS LAW FIRM, LTD.  
600 S. 3rd Street  
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VOX: (702) 384-1990  
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*Attorney for Petitioner Colonial  
Real Estate Partnership, Ltd.*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Case No.: P-18-095892-E

Dept. No.: 8

In re the Matter of the Estate of

Dennis John Carver

Deceased

**PETITIONER'S RESPONSE TO  
DEFENDANT'S OBJECTION  
TO PETITION ORDER TO  
SHOW CAUSE WHY ESTATE  
SHOULD NOT BE REOPENED  
FOR CREDITORS TO SUBMIT  
PROOF OF CLAIMS AND  
ACCOUNTING OF THE  
ESTATE ASSETS**

COMES NOW, Petitioner COLONIAL REAL ESTATE PARTNERSHIP, LTD., a  
Nevada Corporation, ("*Colonial*") by and through its attorney of record Leo P. Flangas, Esq., of  
the FLANGAS LAW FIRM, LTD., and hereby requests this Court reopen probate proceedings in  
the estate of DENNIS JOHN CARVER, ("*Carver*") the decedent and order an evidentiary  
hearing.

**I. INTRODUCTION**

It is abundantly clear from the evidence that Petitioner is a readily ascertainable creditor,  
and that the Estate failed to provide Petitioner the required actual notice from which it could

1 have submitted its claim against the estate. This is the only issue in this case, and Petitioner has  
2 evidence of the following:

- 3  
4 (i) Carver owned a company and business called Commercial Plumbing and AC  
5 (“*Commercial Plumbing*”) and the company’s foreman knew of the Colonial’s debt that  
6 was owed by Commercial Plumbing and that Commercial Plumbing’s office manager who  
7 was tasked with the wind-up of the estate of Carver and his business. As such, the Estate  
8 had actual knowledge of Colonial’s debt. [See Exhibit 1: Affidavit of Robert  
9 McKenchnie];
- 10 (ii) Petitioner submitted made several phone calls to the administrator of the estate during the  
11 90-day publication period informing them of the debt owed and sent letters to the  
12 administrator regarding the debt [See Exhibit 2: Affidavit of Jack Houlihan];
- 13  
14 (iii) The estate administrator, Rhonda Morgan (“*Morgan*”) who replaced the previous  
15 administrator, knew there was fraud perpetrated against the estate which resulted in the  
16 dismissal of the previous administrator in the California probate case [See Exhibit 3:  
17 California Petition for Appointment of Successor Personal Representative and Issuance of  
18 Letters Testamentary, Request for Order For Accounting, Request for Order to Turn over  
19 Property and Documents and Request for Surcharge of Former Personal Representative,  
20 dated August 7, 2018 (Hereafter, “CA Petition for Appointment of Successor”), p. 4];
- 21  
22 (iv) Morgan knew that this fraud consisted of an intentional scheme to restrict the number of  
23 creditors and their liabilities against the estate, thus increasing the size and value of the  
24 estate for the benefit of a certain heir and the first personal representative [See Exhibit 3:  
25 CA Petition for Appointment of Successor, p. 4; and  
26  
27  
28



1 (v) A basic review of the accounting of Commercial Plumbing's ledger and business records  
2 would have clearly shown the receipt of funds of \$121,851.64 from Petitioner for the work  
3 agreed upon in the parties contract.  
4

5 \* \* \*

6 On or about October of 2013, Petitioner paid Commercial Plumbing and AC, a company  
7 owned by the decedent, Carver, monies in the amount of \$121,851.64 for the installation of new  
8 equipment and storage of this equipment for his building. The equipment included but was not  
9 limited to toilets, water heaters, sinks, urinals, water fountains, heat-ump/air conditioners,  
10 faucets, counters, and valves. Petitioner did not want the equipment installed at the time of the  
11 agreement's execution time because there were no tenants in the building, and Petitioner did not  
12 want the equipment to be stolen or vandalized. Petitioner and Carver agreed to store the  
13 equipment with his company and that Petitioner would notify him when to begin the install.  
14

15 Jennifer Shea was the office manager for the decedent Carver and Commercial Plumbing  
16 and knew of the debt owed to Colonial [Exhibit 1: Affidavit of Robert McKenchnie]. After  
17 Carver passed, Jennifer Shea continued to act as office manager and also coordinated the  
18 delivery of financial documents to the attorney for the estate and Carver's daughter. Colonial  
19 was always a known creditor of Commercial Plumbing to the head manager Robert McKenchnie  
20 and Jennifer Shea. In light of this, the Estate had actual knowledge of Colonial's debt. [Exhibit 1:  
21 Affidavit of Robert McKenchnie].  
22

23 On or about September of 2018, Petitioner wanted to begin installation of the equipment  
24 but discovered that Carver had died the prior year. Petitioner made demands on Morgan; and the  
25 Estate of Carver for them to either install the equipment or return the monies paid [See Exhibit 4:  
26 Letter dated September 21, 2018 from Houlihan to McKenchnie].  
27  
28

1 The special administrator Morgan was contacted and misled Petitioner's counsel by  
2 stating that the probating of the Estate of Carver was already complete, and it was too late to take  
3 any action. The Estate in California remains open, and Morgan's representation was inaccurate.

4 Petitioner as a readily ascertainable creditor but was never provided actual notice by the  
5 company or the estate. Because of this, Petitioner brought this request for relief.  
6

## 7 **II. TIMELINE OF CRITICAL EVENTS**

8 In the Estate's objection, its counsel claims that Petitioner has a "fundamental  
9 misunderstanding of the procedure for handling creditor's claims in Nevada." However, there is  
10 clear evidence that the Estate had actual knowledge of the debt owed; that Colonial was a  
11 creditor; and that the second administrator who was appointed had actual knowledge through  
12 phone calls and letters within the 90-day notice period for creditors that Colonial was a creditor.  
13 In light of this evidence, it is abundantly clear that the Estate's allegation is wholly untrue.  
14

15 On July 20, 2018, the probate court in Nevada entered an order appointing Morgan as the  
16 administrator of the Carver estate. On July 25, 2018, the administrator Morgan through her  
17 attorney, filed the 90-day notice to creditors. The notice stated, "[a]ll creditors having claims  
18 against the Estate are required to file their claims with the Court Clerk within ninety (90) days  
19 after the mailing or first publication of this notice (as the case may be), or their claims will be  
20 forever barred." [Exhibit 5, Notice to Creditors, Ninety (90) Day Notice, p. 1].  
21

22 Since the 90-day notice to creditors was filed on July 25, 2018, the time period expired  
23 on October 25, 2018. During that time frame, Petitioner sent written communications to Robert  
24 McKenchnie and the administrator Morgan of the Carver estate. These communications included  
25 the following:

- 26 • September 21, 2018: Colonial sends a letter to Robert McKenchnie of All Trades  
27 Company regarding the agreement between the parties for the installation of the  
28 equipment Exhibit 4].

- Several phone calls to Morgan with messages being left that Colonial was a creditor and asking for a call back. Colonial received no response from Morgan [Exhibit 2].

All this oral and written communications was within the 90-day notice to creditors. After this, the following communications were sent:

- On October 27, 2018, a day after the 90-day deadline had passed, Colonial sends a second letter to the administrator regarding the agreement between the parties for the installation of the equipment [Exhibit 6: Letter dated October 26, 2018 from Houlihan to Morgan].
- On November 15, 2018, Petitioner's attorney Leo Flangas sends the administrator another letter following up on the agreement [Exhibit 7: Letter dated November 15, 2018 from Flangas to Morgan].

Clearly, this shows that the Estate had actual knowledge of the debt owed to Colonial.

All of these events occurred under the backdrop of Administrator Morgan's actual knowledge of the fraudulent nature of the original administrator and attorney for the Estate when she filed the Petition for Probate in Nevada and the subsequent Notice to Creditors on July 25, 2018, in which she failed to apprise the Court of the fraud and the issues related to an accounting which she demanded in California. [See Exhibit 8: NV Petition for Probate; Exhibit 3: CA Petition for Appointment of Successor].

On April 8, 2019, the administrator Morgan filed the petition for the final distribution of Carver's estate in Nevada. She did so without informing the Court of the companion probate case then active in the state of California. Of the greatest significance is the fact that Morgan failed to inform this Court, and in effect *concealed* the fact that she had petitioned for the removal of the original administrator in California due to that individual's fraud and misappropriation of more than \$47,000 in estate assets [Exhibit 3, p. 4]. In fact, Morgan alleged in the California probate case that the former administrator and his company entered into a contract for services with the

1 daughter of Dennis John Carver to be paid a contingency fee of 30% for his efforts to collect  
2 amounts owed to the CP ANDAC business [*Id.*]. Morgan's California petition clearly evidences  
3 her knowledge of improprieties and inaccuracies with the accounting measures for the estate,  
4 which she intentionally kept from this Court. No accounting of the estate and the business was  
5 ever conducted, and the California court continues to demand this from both the former  
6 administrator and Morgan. The probating of this estate in California has not closed.  
7

8         Petitioner now asks this Court to reopen the estate probate and/or at the very minimum to  
9 order an evidentiary hearing.  
10

### 11 **III. LEGAL STANDARD**

12         Nev. Rev. Stat. § 151.250 provides:

13         An heir, devisee, creditor or other interested person may petition for the reopening  
14 of an estate upon the grounds provided in NRS 151.240. The petition must set forth  
15 the names of all heirs, devisees and creditors and their addresses, if known. If the  
16 address is unknown to the petitioner, the petitioner shall state that fact in the  
17 petition. The clerk shall set the petition for hearing and the petitioner shall give  
notice for the period and in the manner required by NRS 155.010.

18         Nev. Rev. Stat. § 151.240(1) states that the final settlement of an estate does not prevent:

- 19             a) The reopening of the estate for the purpose of administering other property  
20                 which has been discovered or for correcting errors made in the description  
21                 of the property administered.  
22             b) The subsequent issuance of letters if it becomes necessary or proper for any  
cause that letters should again be issued.

23         Nev. Rev. Stat. § 151.260 provides that upon hearing the petition, if good cause is  
24 shown, the court may: (1) reopen the estate; (2) order the administration of other property which  
25 has been discovered; and enter any necessary orders to correct errors made in the description of  
26 the estate previously administered. *Id.* The statute goes on to state:  
27  
28

1 In the absence of fraud, no proceedings may be taken by the court after the  
2 reopening of an estate except as necessary to administer other property which has  
3 been discovered or *to correct errors made in the description of the estate previously*  
4 *administered*. Any orders of the court made necessary by the reopening of the estate  
must be designated as supplemental orders.

5 *Id.* (emphasis added).

6 Clearly the failure to fully apprise this Court of the malfeasance of the first administrator  
7 of the Estate and the winding up of the business of Commercial Plumbing at issue herein is, if  
8 not fraud on the court, does demonstrate lack of candor and should have been disclosed.  
9

10 Finally, Nev. Rev. Stat. § 147.040(3) permits a claimant to file a late claim only when  
11 “the claimant did not have notice as provided in NRS § 155.020 or actual notice of the  
12 administration of the estate.” *Monette v. Estate of Murphy*, 2014 Nev. Unpub. LEXIS 1652, at \*2  
13 (Oct. 13, 2014).

#### 14 **IV. LEGAL ARGUMENT**

15 Petitioner requests that this Court reopen probate for Dennis John Carver and/or at the  
16 very minimum, order an evidentiary hearing for Petitioner to present evidence because Petitioner  
17 was clearly an ascertainable creditor, and the estate’s administrator erred in failing to provide  
18 actual notice to Petitioner and allow him due process to be heard on his claim against the estate.  
19

#### 20 **A. PLAINTIFF WAS AN ASCERTAINABLE CREDITOR**

21  
22 Petitioner was a creditor that was never procedurally notified with actual notice by the  
23 Estate. The Estate claims that proper notice was given to Petitioner pursuant to Nev. Rev. Stat. §  
24 155.020 (1)(b), which states:

25  
26 Notice of a petition for the probate of a will and the issuance of letters and the notice  
27 to creditors must be given to [...] [t]he public, including creditors whose names and  
28 addresses are not readily ascertainable, by publication on three dates of publication  
before the hearing, and if the newspaper is published more than once each week,

1           there must be at least 10 days from the first to last dates of publication, including  
2           both the first and last days.

3  
4       Nev. Rev. Stat. § 155.020 (1)(b).

5           Clearly, Petitioner was readily ascertainable in light of its many communications with the  
6       Estate [See Exhibits 2, 4, 6, and 7]. Even assuming, arguendo, that there was any question about  
7       plaintiff's status as a readily ascertainable creditor, there is ample support to show that any  
8       reasonable and diligent search would prove this to be the case.  
9

10           While the Nevada statute provides publication notice for creditors whose names and  
11       addresses are not readily ascertainable, it does not defined the term "readily ascertainable" as it  
12       applies to the statute. Nevada decisions do discuss the term; however, it is the context of  
13       foreclosure, trade secrets, and contracts. When an issue or question has not been considered in  
14       Nevada case law, courts will look to other jurisdictions for guidance. *Mason-McDuffie Real*  
15       *Estate, Inc. v. Villa Fiore Dev., Ltd. Liab. Co.*, 335 P.3d 211, 214 (Nev. 2014). See, e.g., *Cornett*  
16       *v. Gawker Media, Ltd. Liab. Co.*, 2014 U.S. Dist. LEXIS 175819, at \*7 (D. Nev. Dec. 19, 2014)  
17       ("Although the Nevada Supreme Court has not addressed where tort actions arise for purposes of  
18       the Nevada borrowing statute, the Court will look to California law for guidance."); *Whitemaine*  
19       *v. Aniskovich*, 124 Nev. 302, 311, 183 P.3d 137, 143 (2008) ("As this is an issue of first  
20       impression in Nevada, we look to persuasive authority for guidance."); *Greenberg Traurig, Ltd.*  
21       *Liab. P'ship v. Frias Holding Co.*, 331 P.3d 901, 903 (Nev. 2014); *Copper Sands Homeowners*  
22       *Ass'n v. Flamingo 94 L.L.C.*, 335 P.3d 203, 206 (Nev. 2014) (same).  
23  
24

25  
26       **1. Other states' definition of a "readily: or "reasonable ascertained creditor" - Statutes**

27           Washington Statutes define a "reasonably ascertainable" creditor of the decedent as:  
28

1 [O]ne that the notice agent would discover upon exercise of reasonable diligence.  
2 The notice agent is deemed to have exercised reasonable diligence upon conducting  
3 a reasonable review of the decedent's correspondence, including correspondence  
4 received after the date of death, and *financial records, including personal financial*  
5 *statements, loan documents, checkbooks, bank statements, and income tax returns,*  
6 *that are in the possession of or reasonably available to the notice agent.*

7 Wash. Rev. Code § 11.42.040(1) (emphasis added).

8 The North Dakota Supreme Court held that the definition of “reasonably ascertainable  
9 creditor” in N.D.C.C. § 30.1-19-01 did not exclude a creditor who submitted a bill to a  
10 decedent's guardian, rather than to the decedent or the estate, because such an exclusion would be  
11 contrary to due process and to the principle that the term “includes” in a definition is a word of  
12 enlargement and not a term of limitation. *Larson v. Fraase (In re Estate of Elken)*, 2007 ND 107,  
13 735 N.W.2d 842 (N.D. 2007).

14 California statutes state that “a personal representative has knowledge of a creditor of the  
15 decedent if the personal representative is *aware that the creditor has demanded payment* from the  
16 decedent or the estate.” Cal. Prob. Code § 9050(a) (emphasis added).

## 17 **2. Other states' definition of a “readily: or “reasonable ascertained creditor” – Court** 18 **Decisions**

19 The bankruptcy court in Delaware has said that a creditor's identity is “reasonably  
20 ascertainable”:  
21

22 ... if that creditor can be identified through *reasonably diligent efforts* . . .  
23 Reasonable diligence does not require impracticable and extended searches . . . in  
24 the name of due process . . . A debtor does not have a duty to search out each  
25 conceivable or possible creditor and urge that person or entity to make a claim  
26 against it . . . *The requisite search instead focuses on the debtor's own book and*  
27 *records.* Efforts beyond a careful examination of these documents are generally not  
28 required...

1 *In re Exide Techs.*, 600 B.R. 753, 763 (Bankr. D. Del. 2019) (citations omitted) (emphasis added).  
2 Similarly, other courts have defined this term with the words “reasonably diligent efforts.” See *In*  
3 *re PG&E Corp.*, 2020 Bankr. LEXIS 487, at \*6 (Bankr. N.D. Cal. Feb. 24, 2020) (“and all  
4 creditors' identities are reasonably ascertainable if they can be identified through reasonably  
5 diligent efforts.”); *Goodall v. Chrysler, Inc. (In re Old Carco LLC)*, 2018 Bankr. LEXIS 2401, at  
6 \*13-14 (Bankr. S.D.N.Y. Aug. 10, 2018) (Only those claimants who are identifiable through a  
7 diligent search are 'reasonably ascertainable' and hence 'known' creditors.); *Simpson v. Estate of*  
8 *Simpson*, 922 So. 2d 1027 (Fla. 5<sup>th</sup> DCA 2006) (finding the personal representative had actual  
9 knowledge of creditor's claim where testimony established she made statements about his stock  
10 interest); *In re Estate of Ortolano*, 766 So. 2d 330 (Fla. 4<sup>th</sup> DCA 2000) (finding appellant was a  
11 reasonably ascertainable creditor where it was undisputed that the personal representative knew of  
12 pending litigation against the deceased). Cf. *Evitt-Thorne v. Hiatt (In re Estate of Evitt)*, 245 Ariz.  
13 352, 353, 429 P.3d 1146, 1147 (Ariz. App. 2018) (Statements made years before the decedent's  
14 death and that only referenced an agreement that had already been satisfied, did not make  
15 petitioner a reasonably ascertainable creditor.).  
16  
17

### 18 **3. Due diligence and/or reasonable effort a critical component of this definition**

19  
20 The statutory definitions and those found in case law all focus upon the diligence or the  
21 reasonable effort of the administrator. See, e.g., *Chemetron Corp. v. Jones*, 72 F.3d 341, 346 (3d  
22 Cir.1995) (“Actual notice must be given to those whose identity could be ascertained with  
23 reasonable effort [...] in the cases of persons missing or unknown, employment of an indirect and  
24 even probably futile means of notification, such as notice by publication, is all that the situation  
25 permits”). Further, a creditor is “reasonably ascertainable” if the creditor is discoverable through  
26  
27  
28



1 “due diligence to identify the decedent's potential creditors from all available sources at hand.” *In*  
2 *re Estate of Novakovich*, 101 P.3d 931, 938, ¶ 27, 2004 WY 158 (Wyo. 2004) (citation omitted).  
3

4 In this case, applying such a standard to the definition of “readily ascertainable” or  
5 “reasonably ascertainable” means that an administrator such as Morgan should have taken all  
6 reasonable steps and conducted reasonable due diligence which would have clearly shown  
7 Petitioner to be a “readily ascertainable” creditor pursuant to Nevada statutes. In this case, the  
8 company officer manager and point of contact for the Estate (Jennifer Shea) had knowledge that  
9 Petitioner had paid for work to be performed and that the work had not been performed. In  
10 addition, Carver's company owed Colonial Real Estate Partnership money [Exhibit 1: Affidavit of  
11 Robert McKenchnie]. Likewise, the first administrator, Nicholas Alfano, also had actual  
12 knowledge that Colonial was a creditor. Shea was in contact with Alfano on Estate matters until  
13 she was fired on or about March/ April/May of 2018.[See Exhibits 1 and 3]. From this, it is  
14 abundantly clear that the Estate had actual knowledge of the debt owed to Colonial.  
15  
16

17 In addition, not only did the Estate have actual knowledge of Colonial being a creditor,  
18 Morgan herself was personally told through phone messages during the 90-day period of  
19 notification by publication. [See Exhibit 2: Affidavit John Houlihan]. Colonial also sent a letter to  
20 McKenchnie within the 90-day notification period. [See Exhibit 4: Letter dated September 21,  
21 2018 from Houlihan to McKenchnie]. After receiving a letter and personal notification from the  
22 individual responsible for Carver’s company in Nevada within the 90-day notification period for  
23 creditors, Colonial sent a second letter one day after that 90-fday period to Morgan. [See Exhibit  
24 6: Letter dated October 26, 2018 from Houlihan to Morgan]. Finally, Petitioner’s counsel shortly  
25 thereafter sent a letter to Morgan. [See Exhibit 7: Letter dated November 15, 2018 from Flangas  
26 to Morgan].  
27  
28

1 Clearly, any reasonable individual would find that Petitioner was readily ascertainable as a  
2 creditor to the estate and that Morgan did not take reasonable steps or conduct proper due  
3 diligence to include Petitioner and its claim as part of the liabilities of the estate, especially when  
4 she had all this evidence for nearly six months prior to petitioning the court to close probate.  
5

#### 6 **4. Adequate notice depends on the circumstances**

7  
8 "[W]hether adequate notice has been provided depends on the circumstances of a  
9 particular case." *Wright v. Corning*, 679 F.3d 101, 108 (3d Cir. 2012). In this case, it is  
10 abundantly clear that the notice given to Petitioner was not adequate. Petitioner has evidence from  
11 the business' head manager that the estate had actual knowledge that Colonial was a creditor  
12 [Exhibit 1: Affidavit of Robert McKenchnie]. Jennifer Shea, the company officer manager and  
13 point of contact for the Estate knew that Petitioner had paid for work to be performed and that the  
14 work had not been performed. In addition, Carver's company owed Houlihan and his company  
15 Colonial Real Estate Partnership money [Exhibit 1: Affidavit of Robert McKenchnie]. From this,  
16 it is clear that the Estate had actual knowledge of the debt owed to Colonial. A simple review of  
17 the financial books of Commercial Plumbing would have revealed that Colonial was owed money  
18 by Estate. In addition, Petitioner made several phone calls to Morgan leaving messages, sent two  
19 letters [Exhibit 2], and his counsel followed up with a third informing the administrator of the  
20 estate [Exhibit 7], Morgan, that it was owed performance or a refund based on a contract between  
21 Petitioner and the decedent Carver. It was an error for the administrator to totally disregard these  
22 letters—as well as the numerous phone calls—which were attempts to make contact with her to  
23 discuss Petitioner's claim.  
24  
25

26  
27 Further, as mentioned above, Morgan knew of the fraud by the first administrator in  
28 California who attempted to restrict the number of creditors and their liabilities against the estate

1 in an effort to increase the size and value of the estate for the benefit of a certain heir and himself  
2 [See Exhibit 3: CA Petition for Appointment of Successor]. Such circumstances certainly warrant  
3 actual notice, and Petitioner's request must thus be granted.  
4

5 **B. PLAINTIFF DID NOT RECEIVE THE REQUIRED ACTUAL NOTICE REQUIRED**  
6 **BY STATUTE AND THUS WAS DEPRIVED OF DUE PROCESS**

7 By its terms, Nev. Rev. Stat. § 147.040(3) permits a claimant to file a late claim only  
8 when "the claimant did not have notice as provided in NRS 155.020 or actual notice of the  
9 administration of the estate." Here, the evidence proves that the administrator failed to provide  
10 Petitioner with actual notice which was required by statute as a readily ascertainable creditor of  
11 the estate.  
12

13 In *Cont'l Ins. Co. v. Moseley*, 100 Nev. 337, 337, 683 P.2d 20, 20 (Nev. 1984), the Nevada  
14 Supreme Court found that the estate knew the insurance company had a claim against it. Similar  
15 to the case at bar, the estate had actual knowledge of creditor's claim against the decedent but did  
16 not give the insurance company notice of the probate proceeding, except by way of publication.  
17 *Id.* The insurance company filed an action against the estate, and the Nevada Supreme Court  
18 affirmed the district court's denial of the insurance company's motions for substitution of the  
19 executrix for the decedent and to publish notice, and its declaration that the insurance company's  
20 claim was forever barred. The court's opinion was vacated and the matter remanded by the U.S.  
21 Supreme Court, which held that the estate's publication of the pending probate proceeding was  
22 insufficient to provide the insurance company with notice that was reasonably calculated to  
23 apprise it of the proceeding. Because the insurance company was denied its right to procedural  
24 due process, the court reversed the district court's order. *Id.* Thus, it is clear that "more than  
25 service by publication was required in order to afford due process" to the creditor. *Id.*, at 338, 683  
26 P.2d at 21.  
27  
28

1           The Estate cites as support *Bell Brand Ranches v. First Nat'l Bank*, 91 Nev. 88, 92 n.3,  
2 531 P.2d 471, 473 (1975), however, that case is distinguishable.<sup>1</sup> Rather, the instant case is quite  
3 similar *Cont'l Ins. Co. v. Moseley*, in which the estate had actual knowledge of the creditor's  
4 claim against the decedent. Despite this, the Estate here took no action to notify Petitioner of the  
5 probate proceedings other than publishing notice pursuant to Nev. Rev. Stat. § 145.050. The issue  
6 presented in that case and the case at bar is whether the Estate's complete reliance on supplying  
7 notice by publication in these circumstances complied with the requirements of due process. Here,  
8 it is clear that the notice was deficient.<sup>2</sup> The Court went on to explain that in *Mennonite Bd. of*  
9 *Missions v. Adams*, 462 U.S. 791, 792, 103 S. Ct. 2706, 2708 (1983), the Supreme Court applied  
10 this due process principle and found that mere constructive notice afforded inadequate due  
11 process to a readily ascertainable mortgage holder. In light of the facts of *Moseley* and the  
12 holdings in *Mennonite* and *Mullane*, the Nevada Supreme Court concluded that more than service  
13 by publication was required in order to afford due process to the creditor. *Id.*, at 338.  
14  
15

16           Here, Jennifer Shea, the company officer manager and point of contact for the Estate knew  
17 that Petitioner had paid for work to be performed and that the work had not been performed. In  
18 addition, Carver's company owed Colonial Real Estate Partnership money [Exhibit 1: Affidavit of  
19  
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22 <sup>1</sup> That decision holds that late filing is permitted if the creditor had no notice of the appointment of the  
23 administratrix. The court also stated in *Bell Brand Ranches* that it will be allowed if the notice is not received by one  
24 with authority to act. 91 Nev. 92 n.3, 531 P.2d at 473, citing *Pahlmann v. First Nat'l Bank of Nev.*, 86 Nev. 151, 465  
25 P.2d 616 (1970). See *Estate of Hughes v. First Nat'l Bank*, 96 Nev. 178, 180, 605 P.2d 1149, 1150 (Nev. 1980)  
(bank permitted to file its late claim for promissory note). As such, this case can be distinguished from the current  
action.

26 <sup>2</sup> The Nevada Supreme Court said in *Moseley* that the guiding principle to be applied was expressed in *Mullane v.*  
27 *Central Hanover Tr. Co.*, 339 U.S. 306 (1950), which held that “[a]n elementary and fundamental requirement of due  
28 process in any proceeding which is to be accorded finality is notice reasonably calculated, under all the circumstances,  
to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections...”  
339 U.S. at 314.

1 Robert McKenchnie]. From this, it is clear that the Estate had actual knowledge of the debt owed  
2 to Colonial.

3  
4 The U.S. Supreme Court reversed a decision of the Supreme Court of Oklahoma denying  
5 a creditor's claim against the executor of an estate for expenses of the decedent's last illness on  
6 the ground that failure to give him actual notice of probate proceedings was a denial of due  
7 process. *Tulsa Prof'l Collection Servs., Inc. v. Pope*, 485 U.S. 478, 479, 108 S. Ct. 1340, 1342  
8 (1988). The Court reasoned that because appellant's claim was a private property interest that  
9 could be adversely affected by state action, and the probate court's involvement with the state  
10 notice statute was sufficient to constitute state action, due process required that appellant be given  
11 *actual notice if its identity could have been reasonably ascertained by appellee.*  
12

13 That case is much like the instant dispute. In *Pope*, the executor published notice of  
14 probate proceedings in accordance with the state nonclaim statute. The creditor filed a claim after  
15 expiration of the statutory period, and the state court denied the claim. The Supreme Court held  
16 that appellant's claim was a private property interest, protected from state action by U.S. Const.  
17 amend. XIV. The probate court's involvement was substantial enough to constitute state action  
18 because it was intimately involved throughout the notice procedure, and the nonclaim statute  
19 became operative only after commencement of probate. The Supreme Court held that because  
20 operation of the statute could have adversely affected the creditor's property interest, it was not a  
21 self-executing statute of limitations. If the creditor's identity was known or reasonably  
22 ascertainable by the executor, then due process required that it be given notice by mail or other  
23 means certain to ensure actual notice. *Id.* The Court held that "a requirement of actual notice to  
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1 *known or reasonably ascertainable creditors* is not so cumbersome as to unduly hinder the  
2 dispatch with which probate proceedings are conducted.” *Id.*, at 490 (emphasis added).<sup>3</sup>

3  
4 In sum, the Supreme Court has specifically held that "a cause of action is a species of  
5 property protected by the Fourteenth Amendment's Due Process Clause." *Logan v. Zimmerman*  
6 *Brush Co.*, 455 U.S. 422, 428, 102 S. Ct. 1148, 1154, 71 L. Ed. 2d 265 (1982). Procedural due  
7 process requires notice and an opportunity to be heard before any governmental deprivation of a  
8 property interest. *Boddie v. Connecticut*, 401 U.S. 371, 378-79, 91 S. Ct. 780, 786, 28 L. Ed. 2d  
9 113 (1971). Thus, failure to give Petitioner actual notice of probate proceedings was a denial of  
10 due process.

11  
12 **C. THE ESTATE ADMINISTRATOR HAD A DUTY TO PLAINTIFF WHEN SHE**  
13 **BECAME AWARE OF THE CLAIM PRIOR TO THE FINAL ACCOUNTING BUT**  
14 **FAILED TO DISCLOSE THIS**

15 “The duties of the executors are to preserve the estate, pay the indebtedness of the  
16 deceased, the charges of administration, and put the estate in such condition that distribution may  
17 be had to those entitled to it, under the will.” *In re Estate of Delaney*, 41 Nev. 384, 399, 171 P.  
18 383, 388 (Nev. 1918), quoting *In re Estate of Willey*, 140 Cal. 238, 241, 73 P. 998, 999 (Cal.  
19 1903).

20 Under Chapter 150 of Title 12 of the Nevada Revised Statutes, the executor of the estate  
21 has a duty to file regular accountings which showed, *inter alia*, “[t]he claims filed or presented  
22 against the estate, giving the name of each claimant, the nature of his or her claim, when it  
23

24  
25 \_\_\_\_\_  
26 <sup>3</sup> The *Pope* Court held that the Oklahoma nonclaim statute violated the due process clause of the Federal  
27 Constitution's Fourteenth Amendment, because, although the statute provided solely for publication by notice, due  
28 process required that actual notice be given to known or reasonably ascertainable creditors of the decedent by mail or  
other means as certain to insure actual notice because such a creditor's claim—a cause of action against the estate for  
an unpaid bill—was an intangible property interest protected by the due process clause. *Id.*

1 became due or will become due, whether it was allowed or rejected by the personal  
2 representative, or not yet acted upon.” Nev. Rev. Stat. § 150.080(2). In addition, that statute  
3 requires the executor to report on “[a]ll other matters necessary to show the condition of the  
4 estate.” Nev. Rev. Stat. § 150.080(3). See also Nev. Rev. Stat. § 150.105.

5  
6 Likewise, California Probate Code § 10952 provides that upon the resignation or removal  
7 of a Personal Representative, the Personal Representative must provide an accounting within 60  
8 days of their resignation. Morgan petitioned the California court to order Nicholas Alfano, the  
9 former Personal Representative, to provide a full accounting within 60 days of May 29, 2018.  
10 [Exhibit 3, Petition for Appointment of Successor, p. 6]. This was never completed, and Morgan  
11 intentionally moved forward without this examination after the fraudulent activity in the estate.  
12 To date, the California court has not received the accounting, and the case status shows “Under  
13 Court Supervision.”<sup>4</sup> That court has made repeated attempts to obtain an accounting. [California  
14 Superior Court Docket, Exhibit 9]. Yet, Morgan informs this Court that there is no outstanding  
15 claims and moves this Court in Nevada to close probate—waiving inventory and accounting.  
16 [See Exhibit 10: NV Petition to Close Without Accounting]. The accounting for the business and  
17 the Estate still has not been provided by the former administrator nor has it been completed and  
18 presented to the California court. Nonetheless, Morgan waives the accounting that she was  
19 demanding during the removal of the former administrator which still has yet to be produced.  
20  
21

22 In this matter, the administrator of the Estate breached her duty by failing to send a notice  
23 of creditor to Colonial and failing to report Petitioner’s claim when there was substantial evidence  
24 of that claim, and she was aware of the claim prior to closing the estate. She further breached her  
25

26  
27 <sup>4</sup> The case status also shows that there is an upcoming court date of March 17, 2020 concerning an order to show cause  
28 for the failure to provide accounting. *Id.*

1 duty in failing to conduct an accounting after becoming aware of the fraudulent activities of the  
2 first administrator of the estate.

3 **D. ADMINISTRATOR MORGAN CLEARLY KNEW THAT THERE WAS FRAUD BY**  
4 **THE FIRST ADMINISTRATOR IN AN ATTEMPT TO STRUCTURE A FEE TO**  
5 **MAXIMIZE PROFITS AND ELIMINATE CREDITORS SUCH AS PLAINTIFF**

6 The probate for the Carver Estate was initially brought in California court [Exhibit 9].  
7 Nicholas Alfano filed a Petition for Letters Testamentary on December 1, 2017. The Court issued  
8 an Order appointing Alfano as the Personal Representative on January 10, 2018. Letters  
9 Testamentary were issued by the court in California on January 10, 2018. Alfano subsequently  
10 resigned as executor on May 29, 2018. On July 3, 2018, Morgan, consented to act as the executor  
11 for the Carver Estate.  
12

13 In her Petition for Appointment of Successor, Administrator Morgan stated that she had:

14 ...obtained copies of the bank statements for the estate account at Bank of America  
15 for the Estate of Dennis John Carver. These bank statements show withdrawals of  
16 cash by the former personal representative in the amount of \$47,045. Petitioner  
17 alleges upon information and belief that there is *no reasonable explanation for*  
18 *these withdrawals of cash* that is related to the administration of the Estate.

19 [Exhibit 3, p. 4 (emphasis added)].

20 Further, Administrator Morgan alleged:

21 The former personal representative, by and through his company, A&N  
22 Acquisitions, which upon information and belief is a sole proprietorship owned by  
23 the former personal representative, purportedly entered into a contract for services  
24 with the daughter of Dennis John Carver, Brooke Nicole Carver, whom he  
25 identified as the CEO of Commercial Plumbing and AC ("CP ANDAC"), which  
26 provides that he will obtain fees equal to 30% for his efforts to collect amounts  
27 owed to the CP ANDAC business. (See Contract for Collection of Accounts,  
28 attached hereto as Exhibit "G." [...]) Petitioner alleges that it was improper for  
Nicholas Alfano, who was the Court appointed personal representative, to enter into  
a fee agreement with the 20 year old daughter of decedent to be paid additional  
funds in excess of his fee as personal representative. Furthermore, Petitioner alleges  
it was improper for Nicholas Alfano, as the personal representative of the Estate, to



1 collect any fees related to administration of the Estate, including collection efforts,  
2 without a Court order.

3 [*Id.*]

4 In light of the fact that Administrator Morgan herself petitioned the court for the removal  
5 of the first administrator due to fraud, there is clear and convincing evidence of her knowledge of  
6 improprieties and inaccuracies with the accounting measures for the estate. There can be no  
7 doubt that these illegalities demand an accounting of the business and the Estate.  
8

9 **1. Administrator Morgan concealed this fraud from this Court**

10 Administrator Morgan concealed this fraud by Nicholas Alfano and also failed to take  
11 even the most elementary of steps to investigate and to conduct due diligence and a forensic  
12 accounting of CPANDAC's business records. Had Morgan conducted even a cursory review of  
13 the decedent's business records, she would have readily ascertained that Petitioner was a creditor  
14 and was owed a return of his money or the completion of the project, not to mention actual  
15 notice of the probate. From this, it is clear that Petitioner is entitled to an evidentiary hearing.  
16

17 **2. Administrator Morgan had a heightened duty to conduct an accounting in light of the**  
18 **fact that she had evidence of fraud by the estate's initial personal representative**

19 Again, Morgan herself petitioned the court in California for the removal of the first  
20 administrator Alfano due to fraud [Exhibit 3]. This clearly evidences her knowledge of  
21 improprieties and inaccuracies with the accounting measures for the estate. The case in Nevada  
22 court was ancillary probate, but the issue of fraud in the underlying California probate action was  
23 concealed so real property in Nevada free from any creditor's claims other than taxes.

24 From the time she filed the aforementioned petition, Morgan was on notice that there  
25 were illegalities perpetrated by Alfano, and she should have made all reasonable and diligent  
26 efforts to produce an accurate accounting of the liabilities of the Carver state—which included  
27 the receipt of Petitioner's \$121,851.64 pursuant to contract.  
28

1 Further, Petitioner's numerous communications to Morgan informing her of the claim put  
2 her on notice to act pursuant to her duty as administrator prior to closing probate in the estate.  
3 These actions show her deliberate attempts to ignore and conceal Petitioner's claim after being  
4 placed on actual notice of its claim for performance or the return of the \$121,851.64.

5  
6 **3. Administrator Morgan had a duty to conduct a winding up of Commercial Plumbing  
and AC in accordance with state statute**

7  
8 Nev. Rev. Stat. § 78.610 provides in pertinent part:

9 The trustees or receivers, after payment of all allowances, expenses and costs, and  
10 the satisfaction of all special and general liens upon the funds of the corporation to  
11 the extent of their lawful priority, shall *pay the other debts due from the*  
12 *corporation*, if the funds in their hands shall be sufficient therefor, and if not, they  
13 shall distribute the same ratably among all the creditors who shall prove their debts  
in the manner that shall be directed by an order or decree of the court for that  
purpose.

14 *Id.* (emphasis added).

15 As the administrator of Carver's Estate, Morgan had the duty to properly "wind up"  
16 Commercial Plumbing and AC. The Nevada Supreme Court explains that "[w]inding up" is  
17 "[t]he process of settling accounts and liquidating assets in anticipation of a partnership's or a  
18 corporation's dissolution," which "is complete upon the final disposition of assets to the  
19 shareholders and the *payment of debt to creditors.*" *Canarelli v. Eighth Judicial Dist. Court*, 127  
20 Nev. 808, 815-16, 265 P.3d 673, 678 (2011) (internal quotation omitted) (emphasis added).

21 Because the business was not properly wound up, and there was no accounting, Morgan  
22 breached her duty and violated Nevada law in distributing assets and closing probate.<sup>5</sup>

23  
24 **4. Morgan's actions amount to a Fraud upon the Court**

25  
26  
27 <sup>5</sup> This Court did not waive the accounting pursuant to Nev. Rev. Stat. § 150.075; as a result, Morgan was required to  
28 provide an accounting pursuant to Nev. Rev. Stat. § 150.070. she did not do so, so her actions violated state statute.

1 Again, this probate action in this Nevada court was ancillary; nonetheless, the issue of  
2 fraud in the underlying California probate action was concealed from this Court in an attempt to  
3 transfer real property in Nevada without providing actual notice to Petitioner, a readily  
4 ascertainable creditor [Exhibit 10: NV Petition to Close Without Accounting]. Nowhere in the  
5 Nevada Petition for Probate of Will and Issuance of Letters filed by Morgan is there any mention  
6 of the fraud perpetrated upon the estate in the California probate proceeding [Exhibit 8]. Morgan  
7 simply recites that Alfano resigned as Trustee in this matter on April 23, 2018. This Court was  
8 not informed of his fraud. As such, Morgan did not provide a full disclosure to this Court as there  
9 was no accounting of the business.  
10

11 “A court may set aside its own judgments, or any fraudulently begotten judgment as  
12 necessary to ensure the integrity of the court, the integrity of the institutions set up to protect and  
13 safeguard the public, and the integrity of the process for the administration of justice.” *Chambers*  
14 *v. NASCO, Inc.*, 501 U.S. 32, 44, 111 S. Ct. 2123, 115 L. Ed. 2d 27 (1991). “Fraud upon the  
15 court” embraces “fraud perpetrated by officers of the court so that the judicial machinery can not  
16 perform in the usual manner its impartial task of adjudging cases that are presented for  
17 adjudication.” *Hester v. Vision Airlines, Inc.*, 2013 U.S. Dist. LEXIS 33837, at \*7-8 (D. Nev.  
18 Mar. 11, 2013), quoting *In re Levander*, 180 F.3d 1114, 1119 (9th Cir. 1999). Additionally  
19 “fraud on the court” also “may occur when *the acts of a party prevent his adversary from fully*  
20 *and fairly presenting his case or defense.*” *Id.*, quoting *Abatti v. C.I.R.*, 859 F.2d 115, 119 (9th  
21 Cir. 1988) (emphasis added).  
22  
23

24 The Nevada Supreme Court has held that “the policy of repose yields when ‘the court  
25 finds after a proper hearing that fraud has been practiced upon it, or the very temple of justice  
26 has been defiled.” *Id.*, quoting *Universal Oil Co. v. Root Rfg. Co.*, 328 U.S. 575, 580, 66 S. Ct.  
27 1176, 90 L. Ed. 1447 (1946). “When a judgment is shown to have been procured” by fraud upon  
28

1 the court, "no worthwhile interest is served in protecting the judgment." *Id.*, quoting  
2 RESTATEMENT (SECOND) OF JUDGMENTS § 70 cmt. b (1982).

3 In this case, fraud has been established by clear and convincing evidence. As such, relief  
4 for the Petitioner must be granted.

5 **E. THE ESTATE ADMINISTRATOR MORGAN HAS VIOLATED THE NEVADA**  
6 **RULES OF PROFESSIONAL CONDUCT BY HER LACK OF CANDOR TO THIS**  
7 **COURT IN CONCEALING THE FRAUD PERPETRATED BY THE FIRST**  
8 **ADMINISTRATOR OF THE ESTATE**

9 It is very clear from the evidence that Morgan has violated the Nevada and California  
10 Rules of Professional Conduct in failing to inform this Court of the fraud that was committed by  
11 the previous administrator.

12 Nev. Rules of Prof'l Conduct 3.3 addresses an attorneys lack of candor. Section (a)(1)  
13 provides that a lawyer shall not knowingly make a false statement of fact or law to a tribunal or  
14 fail to correct a false statement of material fact or law previously made to the tribunal by the  
15 lawyer. *Id.* the rule in California is identical. See Cal. Rules of Prof'l Conduct, Rule 3.3. As an  
16 attorney admitted to the State Bar of California, Morgan "should not engage in conduct that is  
17 unbecoming a member of the Bar and an officer of the court." *In re Marriage of Davenport*, 194  
18 Cal. App. 4th 1507, 1536, 125 Cal. Rptr. 3d 292, 316 (Cal. App. 2011).

19 One court has defined lack of candor to include "not only providing false information but  
20 also 'concealment, evasion or other failure to be fully informative accompanied by an intent to  
21 deceive.'" *Kay v. FCC*, 364 U.S. App. D.C. 448, 453, 396 F.3d 1184, 1189 (D.C. App. 2005),  
22 quoting *Trinity Broad. of Fla., Inc.*, 10 F.C.C.R. 12020, 12063 (F.C.C. 1995) (emphasis added).  
23 See also *Yale Diagnostic Radiology v. Kluczinsky*, 1998 Conn. Super. LEXIS 1569, at \*11  
24 (Conn. Super. 1998) ("where dismissal is the sought after sanction, lack of good faith means lack  
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1 of candor, honesty and an intention to mislead.”); In re Davey, 645 So. 2d 398, 406 (Fla. 1994)  
2 (“lack of candor must be knowing and willful...”).  
3

4 In this case, Morgan’s omission of the fraud perpetrated upon the Estate is a knowingly  
5 false statement of fact. Nowhere in the Petition to Probate that Morgan filed with this Court is  
6 there any mention of fraud or the legalities concerning the Estate. [Exhibit 8]. Morgan simply  
7 disregards the critical fact that there was fraud perpetrated upon the Estate. She has never  
8 received an accounting from the first administrator of the Estate as ordered by the court in  
9 California, and on April 8, 2019, Morgan petitioned this Court for a waiver of accounting  
10 [Exhibit 10]. In light of these facts, an accounting is essential. Morgan’s actions demonstrate her  
11 lack of candor, concealment of relevant facts, and an attempt to circumvent the proper probate  
12 process as outlined in Nevada statutes. This grave omission contaminates the entire probate  
13 process for the Carver Estate especially when now confronted with the Petitioner’s claims that  
14 they were not notified as a creditor and that the Estate had actual knowledge of the debt owed.  
15 Due to Morgan’s lack of candor and violation of both the California and Nevada Rules of  
16 Professional Conduct in her omission of the fraud and petitioning for a waiver of accounting,  
17 Petitioner is, at the bare minimum, entitled to an evidentiary hearing in this matter.  
18  
19

## 20 **F. THE ESTATE MUST BE REOPENED**

### 21 **1. The trial court has the authority to reopen the Estate**

22 “The burden is upon him who seeks to file a late creditor's claim in a probate proceeding  
23 to present facts to the trial court which justify favorable exercise of discretion.” *Cont'l Coffee Co.*  
24 *v. Estate of Clark*, 84 Nev. 208, 212, 438 P.2d 818, 821 (Nev. 1968).  
25

26 Nev. Rev. Stat. § 151.240 provides trial judge with authority to issue subsequent letters of  
27 administration should it become necessary or proper from any cause. *Reid v. Scheffler*, 95 Nev.  
28

1 265, 592 P.2d 948, 1979 Nev. LEXIS 488 (Nev. 1979). Under this section, the court may issue  
2 further letters when there is property not fully disposed of or some act to be done which only an  
3 administrator can do. *Kotecki v. Augusztiny*, 87 Nev. 393, 487 P.2d 925, 1971 Nev. LEXIS 434  
4 (Nev. 1971). As a result, it is clear that this Court has the authority to reopen the Estate.  
5

## 6 **2. Petitioner has provided ample evidence of good cause to reopen the Estate**

7 While the Estate claims in its objection that it is “aware of no such authority”,  
8 Petitioner’s petition should not be denied as “unsupported and baseless” as the Estate claims  
9 because there is good cause and ample evidence as to why Petitioner’s petition should be  
10 granted. This court has the discretion, upon good cause, to grant this petition.  
11

12 The case cited by the Estate, states, “[o]ur reading of NRS 147.040 warrants the  
13 conclusion that Nevada's nonclaim statute permits trial court discretion, upon good cause shown,  
14 to either allow the filing of a claim after it is barred; or upon failure to show good cause for not  
15 having filed, to refuse permission to file a late claim.” *Gardner Hotel Supply v. Estate of Clark*,  
16 83 Nev. 388, 392, 432 P.2d 495, 497 (Nev. 1967). The Nevada Supreme Court went on to say:  
17

18 Knowledge of death is sufficient to put the claimant on notice that probate  
19 proceedings will follow, and charges him with the responsibility of further inquiry.  
20 Knowledge of death, or any knowledge of the estate proceedings, coupled with the  
21 failure to act after receipt of the information are enough to support the exercise of  
22 the lower court's discretion either to grant permission to file the claim, or to deny  
it.

23 In *Gardner Hotel Supply*, the court reasoned that the creditors knew of the decedent's  
24 death and held conversations with the administrators and other interested persons, but still took  
25 **no action to preserve their claim** on the estate. Knowledge of decedent's death, or any  
26 knowledge of the estate proceedings, coupled with the claimant's failure to act after receipt of the  
27 information are enough to support the exercise of the lower court's discretion, either to grant  
28

1 permission to file the claim, or to deny it, the Court held. However, this case is distinguishable  
2 from the case at bar because plaintiffs did take action, and this is documented in affidavits and in  
3 the numerous letters sent by Petitioner and its counsel to the administrator of the estate.<sup>6</sup>  
4

## 5 **CONCLUSION**

6 In this case, it is abundantly clear from the evidence and testimony that the Estate had  
7 actual knowledge of Colonial being a creditor through the affidavit by the head manager of the  
8 business and that Petitioner made considerable efforts to communicate with the administrator of  
9 the Carver Estate to inform her of its claim. Numerous phone calls and letters are evidence that  
10 the administrator, Morgan, was notified of Petitioner's claim.  
11

12 In light of this, Morgan erred in failing to provide Petitioner with actual notice of the  
13 probating of the estate. This is especially true in light of the fact that Morgan clearly knew of the  
14 fraud on the Estate and the necessity to do a proper accounting. Petitioner has provided sufficient  
15 grounds to support this Court's decision to reopen probate.

16 WHEREFORE, Petitioner COLONIAL REAL ESTATE PARTNERSHIP, LTD. ask that  
17 this Court reopen the probate and order an evidentiary hearing on this matter.  
18

19  
20 DATED this [REDACTED] day of March 2020.  
21

22  
23 /s/ Leo Flangas  
24

25 <sup>6</sup> As soon as Plaintiff became aware of Carver's death, he did act. The court in *Gardner Hotel Supply* required  
26 knowledge of the decedent's death and the claimant's failure to act after receipt of that information. As a result, the  
27 court's holding in *Gardner Hotel Supply* can be distinguished from this case. Again, in this case, Plaintiff did act  
28 and it has provided substantial evidence to show that it did take measures to inform the administrator of its claim.  
See *Reid v. Scheffler*, 95 Nev. 265, 266, 592 P.2d 948, 949 (1979) (trial court had discretion under Nev. Rev. Stat. §  
151.240 to grant the claimants' motion to reopen the estate: "Respondent's failure to file creditor's claims in the  
probate proceedings was not the result of a lack of diligence.").

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**CERTIFICATE OF SERVICE**

I hereby certify that on the 6<sup>th</sup> day of March 2020, I served a true and correct copy of the forgoing Complaint; as indicated below:

- ☐ By first class mail, postage prepaid from Las Vegas, Nevada pursuant to NRCP 5(b) addressed as follows below
- ☐ By facsimile, pursuant to EDCR 7.26
- ☒ By receipt of copy as indicated below  
X Via Electronic Service pursuant to Administrative Order 14-2, effective June 1, 2014  
*(Note: All parties not registered pursuant to Administrative Order 14-2 have been served via mail)*

**ALL PARTIES WHO ARE REGISTERED TO THE EIGHTH DISTRICT COURT E-SERVICE PROGRAM HAVE BEEN E-SERVED.**

/s/ Natasha Smith  
An employee or associate of the law office of  
FLANGAS LAW FIRM, LTD.

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**Table of Exhibits**

Exhibit 1: Affidavit of Robert McKenchnie ..... ii

Exhibit 2: Affidavit of Jack Houlihan..... iii

Exhibit 3: California Petition for Appointment of Successor Personal Representative  
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Exhibit 4: Letter dated September 21, 2018 from Houlihan to McKenchnie ..... v

Exhibit 5, Notice to Creditors, Ninety (90) Day Notice ..... vi

Exhibit 6: Letter dated October 26, 2018 from Houlihan to Morgan ..... vii

Exhibit 7: Letter dated November 15, 2018 from Flangas to Morgan..... viii

Exhibit 8: NV Petition for Probate..... ix

Exhibit 9: California Superior Court Docket ..... x

Exhibit 10: Nevada Petition to Close Without Accounting ..... xi

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# Exhibit 1

County of Clark                     )  
  ) ss.  
State of Nevada                    )

**AFFIDAVIT OF ROBERT MCKENCHNIE**

I, Robert McKenchnie, being duly sworn, do hereby state as follows:

1. I am over the age of 18 years, and I am of sound mind.
2. I am an adult resident of the State of Nevada, and, if called as a witness herein, I would testify truthfully to the matters set forth herein.
3. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. Any matter that is an opinion is stated as an opinion.
4. I was the lead employee of a sole proprietorship company owned by the decedent Dennis John Carver in Nevada, Commercial Plumbing and for about 12 years.
5. Jennifer Shea was the office manager employed by Dennis Carver's company, Commercial Plumbing and AC, prior to his death and after his death.
6. After Carver's death in 2017, Jennifer Shea remained in her position as office manager and was the worker that was the only employee that was the point of contact for me on the Carver's estate and trust and she was assisting Carver's daughter and the attorney Nicholas Alfano for the estate and trust until she was fired on or about March/April/May of 2018.
7. After Carver's death but before Jennifer Shea was let go, Jennifer Shea was tasked with coordinating <sup>RM</sup> ~~the~~ documentation for the Carver's estate.
8. Jennifer Shea knew that Jack Houlihan of Colonial Real Estate Partnership had paid

1 for work to be performed and that the work had not been performed and Dennis  
2 Carver's company, Commercial Plumbing and AC, owed Houlihan and his company  
3 Colonial Real Estate Partnership money.

4 9. [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]

11 10. [REDACTED]  
12 IN SUMMER  
13 11. Sometime [REDACTED] in 2018, I talked to Jack Houlihan and told him that Carver had died  
14 the year earlier and that he better make sure he gets paid the money owed to him.

15  
16 FURTHER AFFIANT SAYETH NAUGHT.

17 [Signature]  
18 Robert McKenchnie

19  
20 SUBSRIBED AND SWORN before me  
21 this 5 day of March, 2020.

22 [Signature]  
23 NOTARY PUBLIC



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# Exhibit 2

1 County of Arapahoe )  
2 ) ss.  
3 State of Colorado )  
4

5 **AFFIDAVIT OF JOHN J. HOULIHAN**

6 I, John J. Houlihan, being duly sworn, do hereby state as follows:

- 7 1. I am over the age of 18 years and I am of sound mind.  
8 2. I am an adult resident of the State of Colorado, and, if called as a witness herein, I  
9 would testify truthfully to the matters set forth herein.  
10 3. All of the matters set forth herein are within my personal knowledge, except those  
11 matters that are stated to be upon information and belief. Any matter that is an  
12 opinion is stated as an opinion.  
13 4. I am one of the owners of Colonial Real Estate Partnership.  
14 5. On or about October of 2013, I paid Commercial Plumbing and AC and Dennis John  
15 Carver monies in the amount of \$121,851.64 for the installation of new equipment  
16 and storage of this equipment for my partnership's building. A portion of this  
17 money was for the labor by Commercial Plumbing and AC and Dennis John Carver  
18 to install all the equipment.  
19 6. The equipment included but was not limited to toilets, water heaters, sinks, urinals,  
20 water fountains, heat-ump/air conditioners, faucets, counters, valves and more items.  
21 7. I did not want the equipment installed at that time because there were no tenants in  
22 the building and I did not want the equipment to be stolen or vandalized.  
23 8. Dennis John Carver and Commercial Plumbing and AC and I agreed to store the  
24 equipment with Defendants until I notified Defendants when to begin the install.  
25 9. On or about September of 2018, I wanted to begin installation of the equipment.  
26  
27  
28

- 1 10. On or about September of 2018, I discovered that the Dennis John Carver, had died  
2 the prior year. Robert McKenzie, who was the foreman for Carver and Commercial  
3 Plumbing and AC told me that Carver had died. Mr. Mckenzie previously told me  
4 that he informed the estate that my partnership was owed money by Carver.  
5  
6 11. Immediately upon hearing this information, I called and left messages for Rhonda L.  
7 Morgan the special administrator of the Estate of Dennis John Carver explaining that  
8 my partnership was a creditor that was owed money by the estate. One time I left a  
9 voice message and the other time I left a message with the secretary who stated that  
10 Rhonda L. Morgan was unavailable.  
11  
12 12. On or about September 21, 2018, I sent a letter to Robert McKenzie asking for the  
13 installation of the equipment or the return of my money.  
14  
15 13. After no return phone calls from Ms. Morgan, on or about October 26, 2018, I sent a  
16 letter to Ms. Morgan notifying her of who we were and the situation regarding  
17 Carver and our money.  
18  
19 14. Each of these three letters contained an executed copy of the Installation and  
20 Storage Agreement contract and a copy of check #4016 for \$111,851.64 and a copy  
21 of a check for \$10,000.00 paid to CPAC as a deposit for start of the project.  
22  
23 15. In that letter, I informed Ms. Morgan of the money I paid Carver for the installation  
24 of the equipment and that the insulation had not taken place.  
25  
26 16. I did not receive any response from Ms. Morgan.  
27  
28 17. On or about November 15, 2018, I retained counsel and had him send a letter to Ms.  
Morgan again requesting a timely response as to the installation of the equipment or  
the return of my money.  
19. At that point in time, probate remained open, and I had sent Ms. Morgan three



1 letters notifying her of my claim.

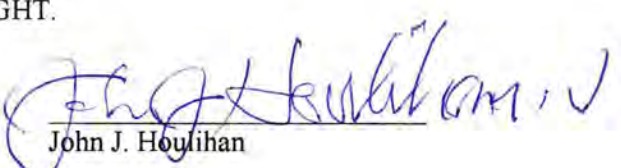
2 20. Further, Mr. Flangas' letter sent to Ms. Morgan two weeks later was months before  
3 Ms. Morgan filed the petition for the final distribution of Carver's estate on April 8,  
4 2019.

5 21. The financial books of Commercial Plumbing and AC would clearly show that we  
6 paid the money to Carver and his business and that they did not do the labor or  
7 install the equipment.  
8

9 22. Clearly, I was a readily ascertainable creditor but was never provided actual notice  
10 by the Defendants or the estate.

11 23. Because I was never afforded actual notice, I brought this action for relief.  
12

13 FURTHER AFFIANT SAYETH NAUGHT.  
14

15   
John J. Houlihan

16 SUBSRIBED AND SWORN before me  
17 this 5<sup>th</sup> day of March, 2020.

18   
19 NOTARY PUBLIC

20 JENNIFER L. MATLOCK  
21 NOTARY PUBLIC  
22 STATE OF COLORADO  
NOTARY ID 20164018617  
MY COMMISSION EXPIRES 05/16/20  
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# Exhibit 3

1 Rhonda L. Morgan SBN 288920  
2 Jamie Frenzel SBN 300322  
3 THE LEGACY FIRM OF SOUTHERN CALIFORNIA, P.C.  
4 19800 MacArthur Blvd., Ste. 300  
5 Irvine, CA 92612  
6 Tel.: (949) 835-4444  
7 Fax: (877) 244-6606  
8 [rhonda@socallegacy.com](mailto:rhonda@socallegacy.com)

9 Attorneys for Petitioner

**FILED**  
Superior Court of California  
County of Riverside

7/3/2018

C. Powell

By Fax

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

In re

ESTATE OF DENNIS JOHN CARVER

Case No. MCP1700877

PETITION FOR APPOINTMENT OF  
SUCCESSOR PERSONAL  
REPRESENTATIVE AND ISSUANCE  
OF LETTERS TESTAMENTARY,  
REQUEST FOR ORDER FOR  
ACCOUNTING, REQUEST FOR ORDER  
TO TURN OVER PROPERTY AND  
DOCUMENTS AND REQUEST FOR  
SURCHARGE OF FORMER PERSONAL  
REPRESENTATIVE

Date: 8-07-18

Time: 8:30 am

Dept: T1

Petitioner, Rhonda L. Morgan (hereafter referred to as "Petitioner"), as Co-trustee of The Living Trust of Dennis John Carver, dated January 22, 2017 (the "Trust") hereby submits this Petition for Appointment of Successor Personal Representative and Issuance of Letters, Request for Order for Accounting, Request for Order to Turn Over Property and Documents and Request for Surcharge of Former Personal Representative.

Petitioner alleges the following:

1. Nicholas Alfano filed a Petition for Letters Testamentary on December 1, 2017. The Court issued an Order appointing Nicholas Alfano as the Personal Representative on January 10,

1 2018. Letters Testamentary were issued on January 10, 2018. Nicholas Alfano thereafter resigned  
2 as executor on May 29, 2018, effective immediately. (See Resignation of Executor of the Estate  
3 of Dennis John Carver attached hereto as Exhibit "A".) There are no other currently acting personal  
4 representatives of the Estate of Dennis John Carver, creating a vacancy in the office of the personal  
5 representative of the Estate of Dennis John Carver.

6 2. Nicholas Alfano was appointed as a Personal Representative pursuant to the Last  
7 Will and Testament of Dennis John Carver dated January 22, 2017 ("Will"). The Will provides  
8 that the Personal Representative shall be the Trustee or Trustees of the Living Trust of Dennis John  
9 Carver (the "Trust.") (see Will attached hereto as Exhibit "B", Page 1, Par. 2A.)

10 3. Nicholas Alfano resigned as Trustee of the Trust on April 23, 2018. (see Trustee  
11 Resignation attached hereto as Exhibit "C".) The next named successor Trustee, Jennifer Shea,  
12 declined to act as Trustee. (see Declination to Act as Trustee, electronically signed by Jennifer  
13 Shea, attached hereto as Exhibit "D".) Pursuant to the terms of the Trust, Nicholas Alfano  
14 appointed Rhonda L. Morgan and Brooke Nicole Carver as successor co-trustees (see Ex. C,  
15 Trustee Resignation; see Trust, Page 8, Par. 3A., filed as a Confidential document concurrently  
16 herewith.)

17 4. Because the Will designates the then acting Trustee or Trustees of the Trust as the  
18 Personal Representative, Rhonda L. Morgan and Brooke Nicole Carver would be the next  
19 nominated personal representatives pursuant the terms of the Will. (see Will, Exhibit "B", Page 1,  
20 Par. 2A.)

21 5. Brooke Nicole Carver has declined to act as personal representative. (see  
22 Declination to Act of Brooke Nicole Carver attached hereto as Exhibit "E"). Rhonda L. Morgan  
23 has agreed to act as the sole personal representative. (See Consent to Serve as Executor by Rhonda  
24 L. Morgan, attached hereto as Exhibit "F".)

25 6. The then acting Trustee or Trustees of the Living Trust of Dennis John Carver is the  
26 named beneficiary of the Last Will and Testament of Dennis John Carver dated January 22, 2017.  
27

1 (See Ex. B, Will, pg. 3, par. 3C.) Rhonda L. Morgan and Brooke Nicole Carver are named as Co-  
2 Trustees of the Trust and are the currently acting Co-Trustees.

3 7. The Will waives bond. (See Ex. B, Will, pg. 1, par. 2A.)

4 8. Petitioner is a resident of California and a resident of the United States.

5 9. The decedent's will does not preclude administration of the estate under the  
6 Independent Administration of Estates Act.

7 10. A request for special notice has not been filed herein and notice of the time and  
8 place for hearing will be given as required by law.

9 11. The persons entitled to notice are:

10 Rhonda L. Morgan, Co-Trustee  
11 The Living Trust of Dennis John Carver dated January 22, 2017  
12 19800 MacArthur Blvd., Ste. 300  
Irvine, CA 92612

13 Brooke Nicole Carver, Co- Trustee  
14 The Living Trust of Dennis John Carver dated January 22, 2017  
15 38368 Via Calorin  
Murrieta, CA 92562

16 Nicholas Alfano, Former Personal Representative  
17 29826 Haun Rd., Ste. 314  
Menifee, CA 92584

18 Erik Dodd, Esq., Attorney for Former Personal Representative  
19 Law Office of Erik K. Dodd  
20 25096 Jefferson Ave., Ste. B172  
Temecula, CA 92592

21 12. The sole beneficiaries of the Trust are:

22 Brooke Nicole Carver Adult  
23 38368 Via Calorin  
Murrieta, CA 92562

24 Madison Carver Age: 17  
25 38368 Via Calorin  
Murrieta, CA 92562

26 //

27 //

13. The sole intestate heirs of Dennis John Carver are:

Brooke Nicole Carver Adult daughter  
38368 Via Calorin  
Murrieta, CA 92562

Madison Carver Age: 17 daughter  
38368 Via Calorin  
Murrieta, CA 92562

## II. REQUEST FOR ACCOUNTING

14. Probate Code Section 10952 provides that upon the resignation or removal of a Personal Representative, the Personal Representative must provide an accounting within sixty (60) days of their resignation. Petitioner requests that the Court order Nicholas Alfano to provide an accounting within sixty (60) days of May 29, 2018.

## III. REQUEST FOR ORDER TO TURN OVER PROPERTY AND RECORDS

15. Petitioner requests that the Court order Nicholas Alfano to turn over all assets and records of the estate, including electronic records, in his custody, control or possession, within 10 days of the date of the hearing on this petition. This specifically includes all files related to collection efforts through A&N Acquisitions or any other entity owned, controlled or managed by Nicholas Alfano.

## IV. REQUEST FOR SURCHARGE

16. Petitioner has obtained copies of the bank statements for the estate account at Bank of America for the Estate of Dennis John Carver. These bank statements show withdrawals of cash by the former personal representative in the amount of \$47,045. Petitioner alleges upon information and belief that there is no reasonable explanation for these withdrawals of cash that is related to the administration of the Estate. Petitioner requests that the Court surcharge the former personal representative in the amount of \$47,045 and order the former personal representative to return these funds to the Estate within thirty (30) days of the date of the hearing.

17. Petitioner further requests that the Court surcharge the former personal representative for fees improperly obtained related to collection efforts on behalf of the Estate.



18. The former personal representative, by and through his company, A&N Acquisitions, which upon information and belief is a sole proprietorship owned by the former personal representative, purportedly entered into a contract for services with the daughter of Dennis John Carver, Brooke Nicole Carver, whom he identified as the CEO of Commercial Plumbing and AC ("CPANDAC"), which provides that he will obtain fees equal to 30% for his efforts to collect amounts owed to the CPANDAC business. (See Contract for Collection of Accounts, attached hereto as Exhibit "G".)

19. CPANDAC is a business which was owned as a sole proprietorship of Dennis John Carver. Upon his death, the assets of the business became part of Dennis John Carver's estate. As such, it was the duty of the personal representative of Dennis John Carver's estate to either continue to operate the business or wind up the business. Upon information and belief, the former personal representative elected to wind up the business. Marshalling assets belonging to the estate, which would necessarily include accounts receivable of a sole proprietorship of the decedent, is one of the general duties of a personal representative.

20. The former personal representative should not be allowed to circumvent the prohibitions in the probate code against payment of fees without a court order simply by appointing the 20 year old daughter of the decedent as "CEO" of the decedent's sole proprietorship and thereafter entering into a contract with her, using his own sole proprietorship, which calls for the payment of fees which amounted to more than 30% of the value of those assets.

21. Petitioner alleges that it was improper for Nicholas Alfano, who was the Court appointed personal representative, to enter into a fee agreement with the 20 year old daughter of decedent to be paid additional funds in excess of his fee as personal representative. Furthermore, Petitioner alleges it was improper for Nicholas Alfano, as the personal representative of the Estate, to collect any fees related to administration of the Estate, including collection efforts, without a Court order. If Nicholas Alfano believed that his efforts to collect fees owed to the businesses was over and above his duties as personal representative, he should have sought a Court order allowing him to enter into an independent fee agreement or requested extraordinary fees at the time of his petition for fees.

22. Petitioner alleges upon information and belief that Nicholas Alfano has paid himself fees by and through A&N Acquisitions in excess of \$50,000 under the A&N Contract for Collection in violation of the probate code prohibition against collecting fees without a court order. Petitioner further alleges upon information and belief, that Nicholas Alfano paid himself additional fees of \$2,000 per month for several months in the guise of additional payments for bookkeeping staff, which upon information and belief was actually his wife. The payment of an additional \$2,000 a month was not included in the contract terms. Petitioner cannot state the exact amount of fees improperly paid to Nicholas Alfano at this time as she is not yet in possession of all the files related to the collection accounts.

23. Petitioner requests that the Court order the former personal representative to turn over these files as requested above, and surcharge Nicholas Alfano for all fees collected under the improper contract.

24. Petitioner further requests that the Court surcharge Nicholas Alfano for all attorneys' fees and expenses incurred in bringing this petition for surcharge, as well as any extraordinary fees which may be granted to the successor personal representative for actions taken related to this request for surcharge or which were caused by Nicholas Alfano's improper actions in his administration of the estate.

WHEREFORE, Petitioner requests that:

1. Petitioner be appointed as Personal Representative of the Estate of Dennis John Carver without bond;

2. The Court issue Letters Testamentary to Petitioner with Full Authority under the Independent Administration of Estates Act;

3. The Court waive bond;

4. The Court order Nicholas Alfano, former Personal Representative, to provide a full accounting within sixty (60) days of May 29, 2018;



1           5.     The Court order Nicholas Alfano, former Personal Representative, to turn over all  
2 assets and documents belonging to the estate, including electronic records and emails, within ten (10)  
3 days of the date of the hearing;

4           6.     The Court surcharge Nicholas Alfano for all sums improperly withdrawn from the  
5 estate bank account;

6           7.     The Court surcharge Nicholas Alfano for all sums paid to him as fees for collection of  
7 accounts belonging to the estate and for any attorneys' fees and expenses, as well as any extraordinary  
8 personal representative fees incurred, in bringing this petition for surcharge;

9           8.     For such other and further relief as the Court deems proper.

10  
11                   THE LEGACY FIRM OF  
12                   SOUTHERN CALIFORNIA, P.C.

13 DATED: July 3, 2018

14   
15 RHONDA L. MORGAN  
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# Exhibit 4

John J. Houlihan IV  
Partner  
Colonial Real Estate Partnership  
29 Huntwick Lane  
Englewood, Colorado 80113

September 21, 2018

**LECOND REQUEST**

Mr. Robert McKechnie  
Owner  
All Trades Company  
4262 Blue Diamond Road, Suite 102  
Las Vegas, Nevada 89139

Subject: Second Request, Contract agreement between Colonial Real Estate Partnership, Ltd., and Commercial Plumbing and AC (CPAC) for prepaid services and materials for the Property known as 3775 East Sahara Avenue, Las Vegas, Nevada

Dear Robert:

This is our **second request and attempt** to contact you about **this matter**. Please get back to us.

An executed copy of the Installation and Storage Agreement (Agreement) contract is attached, as well as a copy of check #4016 for \$111,851.64. Prior to this a check for \$10,000.00 was paid to CPAC in the amount of \$10,000.00 as a deposit for start of the project.

What is the next step in Colonial Real Estate receiving the prepaid labor and all materials agreed to in Agreement including the amount prepaid for four (4) swamp coolers but never delivered (\$17,011.08).

Your update on the information in this letter, and the name of CPAC's attorney including address and contact information is appreciated. CPAC's owner's estate information is appreciated too.

Sincerely,

ohnj. ulihanIV  
Partner  
Colonial Real Estate Partnership, Ltd.

Attach,:      Copy of executed Installation and Storage Agreement  
                    Copy of canceled Check# 4016

## INSTALLATION AND STORAGE AGREEMENT

THIS Agreement is by and between the **Colonial Real Estate Partnership, Ltd. (Colonial)**, and **Commercial Plumbing and AC (CPAC)**. It is for services and materials for Property commonly know as **3775 East Sahara Avenue, Las Vegas, Clark County, Nevada**, of which the Colonial Real Estate Partnership is the owner.

Colonial agrees to pay for amounts not to exceed those listed on estimates WO11656 (10/22/2013), 114, and WO11920 attached to and thereby made apart of the Agreement. In Exchange for said above listed payment CPAC agrees to perform all of the services and materials listed and or necessary to complete the services and installations on the estimates listed above now or in the future. In some instances the payment serves as prepayment for future services and materials needed to complete the listed and or required installation at a future time of Colonial's choosing.

Payment also serves as payment for the following materials (listed below) that from time and date of payment are the property of Colonial, and will be stored and secured by CPAC at no additional cost for a period lasting through October 31, 2014. Colonial and or its appointed agent(s) has the right to inspect the CPAC facility in which its materials and or property at any time with 24 hours notice. Colonial will insure the materials listed below at its own expense.

- 6 - New toilets with large p-trap with super flush
- 2 - New forty (40) gallon water heaters
- 6 - New wall mounting sinks
- 2 - New urinals
- 2 - New dual drinking fountains
- 8 - New ten (10) ton Goodman heat pump/air conditioner
- 2 - New five (5) ton Goodman heat pump/ air conditioner

Prepayment for the following items to be stored at 3775 E Sahara Avenue, Las Vegas, Nevada:

- 4 - New 3ph HVAC- Swamp cooler Phoenix as listed on Estimate #WO11656 dated 10/22/2013

Payment is prepayment for the following listed materials from the CPAC estimates listed above:

- 6 - New ADA approved faucets
- 2 - New drop in stainless steel sinks with faucets
- 2 - break room counters with sink drop in
- 1 - New Mop sink and faucet
- 2 - New Sloan flush valves for urinals
- 2 - New mixing valves for tempered water to hand sinks

Any and all other hardware, connections, fixtures, and or mountings to complete work and installations described in the estimates mentioned above and attached to the Agreement.

The Agreement states Colonial will pay the amount of \$121,851.64 minus \$10,000.00 deposit paid by Colonial in 2013 for a total of \$111,851.64 Check # \_\_\_\_\_ to CPAC. In exchange for that consideration CPAC agrees to perform and or complete all items listed on the attached estimates, to secure and to store the above listed items that will become property of Colonial at time and date of payment, and to provide all materials and services prepaid for by Colonial at time and date of Colonial's choosing.

The Agreement further shows that Colonial has paid the in full for all materials and or services provided by CPAC to date of this agreement, and further that Colonial has prepaid in full for any and all other materials and services outlined in the attached estimates listed in the Agreement and to provide the service set forth in the estimates.

Colonial shows their acceptance and ratification of the Agreement by signing below and by issuing CPAC payment in the amount listed above. CPAC shows their acceptance and ratification of the Agreement by signing below and or by cashing and or depositing the check number listed above.

**Agreed to by Colonial Real Estate Partnership, Ltd.:**

\_\_\_\_\_  
**Signed**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

**Agreed to by Commercial Plumbing and AC:**

\_\_\_\_\_  
**Signed**

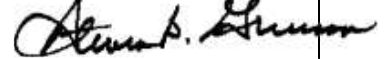
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# Exhibit 5



**NOTC**  
DONNA STIDHAM, ESQ.  
Nevada Bar No. 9663  
LAW OFFICE OF DONNA STIDHAM, LLC  
2551 S Fort Apache Rd #103  
Las Vegas, NV 89117  
Phone: (702) 444-3713  
Facsimile: (702) 444-3714  
[donna@stidhamlawoffice.com](mailto:donna@stidhamlawoffice.com)  
Attorneys for Petitioner,  
Rhonda L. Morgan

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

IN THE MATTER OF THE ESTATE OF  
  
DENNIS JOHN CARVER  
  
Deceased,

Case No.: P-18-095892-E  
Dept. No. PC1

**NOTICE TO CREDITORS**  
**NINETY (90) DAY NOTICE**

Pursuant to NRS 147.010 and 155.020, notice is hereby given that by an Order dated July 20, 2018, this Court appointed Rhonda L. Morgan as Personal Representative for the Estate of Dennis John Carver, who died October 16, 2017. All creditors having claims against the Estate are required to file their claims with the Court Clerk within ninety (90) days after the mailing or first publication of this notice (as the case may be), or their claims will be forever barred.

///

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///

1           Such claims must satisfy the requirements of NRS 147.070, NRS 147.080, and the other  
2 provisions of NRS Chapter 147.

3           DATED this 25th day of July, 2018.

4  
5 Submitted by:

6 LAW OFFICE OF DONNA STIDHAM, LLC

7  
8 By: Donna Stidham, Esq.

9 DONNA STIDHAM, ESQ.

10 Nevada Bar No. 9663

2551 S Fort Apache Rd #103

Las Vegas, NV 89117

11 Phone: (702) 444-3713

12 Facsimile: (702) 444-3714

[donna@stidhamlawoffice.com](mailto:donna@stidhamlawoffice.com)

13 Attorneys for Petitioner,

14 Rhonda L. Morgan



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# Exhibit 6

John J. Houlihan IV  
Partner  
Colonial Real Estate Partnership  
29 Huntwick Lane  
Englewood, Colorado 80113

October 26, 2018

Commercial Plumbing & AC  
do Rhonda Morgan  
The Legacy Firm of Southern California, PC  
19800 MacArthur Boulevard, Suite 300  
Irvine, CA 92612

Subject: Contract agreement between Colonial Real Estate Partnership, Ltd., and Commercial Plumbing and AC (CPAC) for **nrenaid services and materials** for the Property known as 3775 East Sahara Avenue, Las Vegas, Nevada

Dear Ms Morgan:

An executed copy of the Installation and Storage Agreement (Agreement) contract is attached, as well as a copy of check #4016 for \$111,851.64. Prior to this a check for \$10,000.00 was paid to CPAC in the amount of \$10,000.00 as a deposit for start of the project.

What is the next step in Colonial Real Estate receiving the prepaid labor and all materials agreed to in Agreement including the amount prepaid for four (4) swamp coolers but never delivered (\$17,011.08).

Your update on the information in this letter.. CPAC's owner's estate information is appreciated too.

Sincerely,

John J. Houlihan Pt  
Partner  
Colonial Real Estate Partnership, Ltd.

Attach.:       Copy of executed Installation and Storage Agreement  
                  Copy of canceled Check# 4016

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# Exhibit 7



**FLANGAS LAW FIRM, LTD.**

**LEO P. FLANGAS, ESQ.**

November 15, 2018

**Via Email and U.S. Mail**

Commercial Plumbing & AC

Attn: Rhonda Morgan

The Legacy Firm of Southern California, PC

19800 MacArthur Boulevard, Suite 300

Irvine, CA 92612

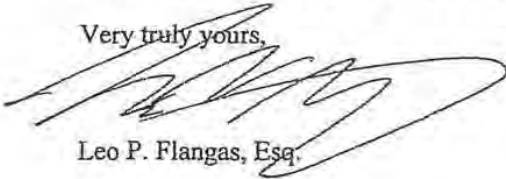
Email: [Rhonda@socallegacy.com](mailto:Rhonda@socallegacy.com)

**Re: Contract Agreement between Colonial Real Estate Partnership, LTD.  
and Commercial Plumbing & AC**

Dear Ms. Morgan,

I am the Nevada counsel for Colonial Real Estate Partnership and it has come to my attention that my client has not received a response regarding the payment of money made to your client and the services that need to be rendered. Please see the attached letter sent to you by my client on October 26, 2018. I am requesting that you contact Mr. Houlihan regarding the services that need to be rendered by your company. Mr. Houlihan has rented the property out and the tenant is preparing to start business so it is important that we get a timely response on the time table for rendering the service by your company.

Very truly yours,



Leo P. Flangas, Esq.

Enclosures: Letter dated October 26, 2018

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# Exhibit 8



**PET**  
DONNA STIDHAM, ESQ.  
Nevada Bar No. 9663  
LAW OFFICE OF DONNA STIDHAM, LLC  
2551 S Fort Apache Rd #103  
Las Vegas, NV 89117  
Phone: (702) 444-3713  
Facsimile: (702) 444-3714  
[donna@stidhamlawoffice.com](mailto:donna@stidhamlawoffice.com)  
Attorneys for Petitioner,  
Rhonda L. Morgan

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

IN THE MATTER OF THE ESTATE OF  
  
DENNIS JOHN CARVER  
  
Deceased.

Case No.: **P-18-095892-E**  
Dept. No. PCI  
  
Date of Hearing:  
Time of Hearing: 9:30 a.m.

**PETITION FOR PROBATE OF WILL AND ISSUANCE OF LETTERS**

Petitioner, hereby presents Petition for Probate of Estate and for Letters Testamentary of  
Estate, and in support of this Petition, Petitioner respectfully states the following:

1. That Dennis John Carver died on the 16th day of October, 2017, in Riverside County,  
California. A certified copy of the Decedent's Death Certificate is attached hereto as Exhibit "1."
2. The Decedent was not a resident of Clark County, Nevada, but jurisdiction is proper  
under NRS 136.010 because the Decedent died owning real property in Clark County, Nevada.
3. That said decedent left a Last Will and Testament which your Petitioner alleges upon  
information and belief to be the Last Will and Testament of said decedent. The original Last Will and  
Testament was filed in the Superior Court of California, County of Riverside. A copy of said Last  
Will and Testament is attached hereto as Exhibit "2" and incorporated herein by this reference.

1           4.       That at the time said Last Will and Testament was executed, to wit, on January 22,  
2 2017, the said Testator was over the age of twenty-one years and was of sound and disposing mind  
3 and upon information and belief was not acting under duress, menace, fraud, or undue influence, and  
4 was in every respect competent, by Last Will, to dispose of all his estate.

5           5.       That upon information and belief said Last Will and Testament was executed in the  
6 presence of two witnesses, all then residents of the State of California, and said Last Will and  
7 Testament was signed in the presence of said witnesses and in the presence of each other, and at the  
8 time the Testator subscribed said instruments he declared that it was his Last Will and Testament and  
9 said witnesses subscribed their names as witnesses thereto at the request of the Testator.  
10

11           6.       That upon information and belief the decedent executed his Last Will and Testament  
12 in the State of California and said Last Will and Testament is compliant and valid in accordance  
13 with the law and statutes of the State of California. Affidavit of Douglas M. Edwards, Esq., is  
14 attached hereto as Exhibit "3."

15           7.       That the Last Will and Testament names the then-acting Trustee or Trustees of The  
16 Living Trust of Dennis John Carver (the "Trust") as the Executor thereof to serve without bond.  
17

18           8.       That the Trust nominated Nicholas A. Alfano as the first successor trustee of the  
19 Trust, then Jennifer as the second alternative trustee. A copy of the Living Trust of Lorraine Susan  
20 Carver is attached as Exhibit "4."

21           9.       On or about April 18, 2018, Jennifer Shea was informed by Nicholas A. Alfano that  
22 he was resigning as successor trustee. Jennifer Shea executed a Declination to Serve. A copy of the  
23 Declination to Serve is attached as Exhibit "5."

24           10.      On April 23, 2018, Nicholas A. Alfano resigned as Trustee and nominated Brooke  
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1 Nichole Carver and Rhonda L. Morgan as successor Co-Trustees of the Trustee, pursuant to the  
2 terms of the Trust (See Trust, Article III). A copy of the Trustee Resignation and Successor Trustee  
3 Acceptance is attached as Exhibit "6."

4 11. That Brooke Nichole Carver has declined to serve and has waived her right to serve  
5 as Executor. A Declination to Serve as Executor is attached hereto as Exhibit "7."

6 12. Petitioner, Rhonda L. Morgan, is competent and capable of executing said Will and  
7 acting as Executor thereof, and hereby consents to act as Executor thereof.  
8

9 13. That Petitioner has not been convicted of a felony.

10 14. That the names, ages, and residences of the heirs, next of kin, legatees, and devisees of  
11 decedent, so far as are known to Petitioner, are:

13 <u>NAME</u>	<u>AGE</u>	<u>RELATIONSHIP</u>	<u>ADDRESS</u>
14 Brooke Nichole Carver	Adult	Daughter	38368Via Calorin Murrieta, CA 92562
15 Madison Denise Carver	Minor(17)	Daughter	38368Via Calorin Murrieta, CA 92562

16 15. That the character of the property of the estate is real property.

17 16. The character of the Estate subject to administration in Nevada consists of personal  
18 property with an estimated value of more than \$300,000. Therefore, General Administration is  
19 required.  
20

21 17. That the name for whom Letters Testamentary are prayed for is Rhonda L. Morgan.

22 WHEREFORE, your Petitioner prays:  
23


24 1. That said Last Will and Testament be admitted to probate and that Letters  
25 Testamentary may be issued to your Petitioner as Executor of said Will, and that for that purpose a  
26 time be appointed for proving said Will and that all interested persons be duly notified to appear at  
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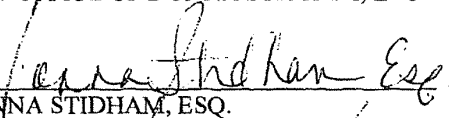
1 time be appointed for proving said Will and that all interested persons be duly notified to appear at  
2 the time appointed for proving the same, and that all necessary and proper orders may be made in the  
3 premises.

4 2. That such other and further orders be made as the Court considers proper.

5 DATED this 18 day of June, 2018.

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9 Rhonda L. Morgan

10  
11 Submitted by:  
12 LAW OFFICE OF DONNA STIDHAM, LLC

13  
14 By:   
15 DONNA STIDHAM, ESQ.  
16 Nevada Bar No. 9663  
17 2551 S Fort Apache Rd #103  
18 Las Vegas, NV 89117  
19 Phone: (702) 444-3713  
20 Facsimile: (702) 444-3714  
21 [donna@stidhamlawoffice.com](mailto:donna@stidhamlawoffice.com)  
22 Attorneys for Petitioner  
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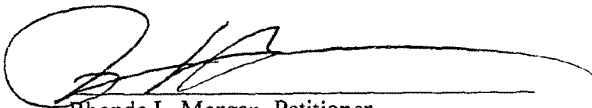
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VERIFICATION

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF CLARK       )

Rhonda L. Morgan, being first duly sworn, deposes and says:

That she is the Petitioner in the PETITION FOR PROBATE OF WILL, SUMMARY  
ADMINISTRATION, AND ISSUANCE OF LETTERS; that she has read the foregoing Petition and  
know the contents thereof; that the same is true of her own knowledge, except as to those matters  
therein stated on information and belief, and as to those matters she believes them to be true.

  
Rhonda L. Morgan, Petitioner

SUBSCRIBED AND SWORN TO before me  
this \_\_\_\_ day of June, 2018.

\_\_\_\_\_  
Notary Public in and for said State

See Attached

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# Exhibit 9

THE SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

**MCP1700877**

Estate of: DENNIS JOHN CARVER

Filed Date: **12/01/2017**

**Probate Decedent's Estates**



Case Status: **Under Court Supervision**

**Temecula - Department T1**

Case Summary

▼ PARTIES

Search

**Parties**

**Party Status**

**Represented By**

NICHOLAS ALFANO

Former Personal  
Representative

Jeremiah D Raxter

DENNIS JOHN CARVER

Decedent

BROOKE NICOLE CARVER

Rhonda L. Morgan  
Jamie Marie Frenzel

MADISON DENISE CARVER

Pro Per

RHONDA L MORGAN

Proposed Special  
Administrator

Rhonda L. Morgan  
Jamie Marie Frenzel

BROWN, WHITE & OSBORN

Guardian ad Litem

Brown White &  
Osborn

▼ COMPLAINTS/PETITIONS

**Filings**

**Represented  
By**

**Status**

**Dispositions**

**Estate of: DENNIS JOHN  
CARVER** Probate Decedent's Estates

Under  
Court  
Supervision

<b>Filings</b>	<b>Represented By</b>	<b>Status</b>	<b>Dispositions</b>
<b>Petition of Will &amp; Letters of Testamentary IAEA NICHOLAS ALFANO</b>		Filed: 12/01/2017	Judgment (Permanent Letters) 01/10/2018
<b>Subsequent Petition for Letters of Special Administration with Limited Authority NICHOLAS ALFANO</b>		Filed: 12/05/2017	Judgment (Permanent Letters) 12/15/2017
<b>Subsequent Petition for Letter of Special Administration with General Powers Appointing RHONDA L MORGAN</b>		Filed: 07/03/2018	
<b>Subsequent Miscellaneous Petition filed by RHONDA L MORGAN</b>		Filed: 07/03/2018	Judgment (Permanent Letters) 08/14/2018
<b>Breach of Fiduciary Duty; To Compel An Accounting; Legal Malpractice; Breach of Fiduciary Duty As Attorney and Executor RHONDA L MORGAN</b>		Filed: 12/27/2019	

#### ~ HEARINGS

<b>Date Time</b>	<b>Type</b>	<b>Judicial Officer</b>	<b>Location/Courtroom</b>	<b>Disposition</b>
12/15/2017 10:00 AM	Hearing on Subsequent Petition for Letters of Special Administration Appointing NICHOLAS ALFANO	Mark Cope	Department T1	Granted
01/05/2018 08:30 AM	Hearing on Petition for Probate of Will and for Letters Testamentary IAEA	Mark Cope	Department T1	Completed

<b>Date Time</b>	<b>Type</b>	<b>Judicial Officer</b>	<b>Location/Courtroom</b>	<b>Disposition</b>
08/22/2018 08:30 AM	Notice of Motion and Motion to be Relieved as Counsel NICHOLAS ALFANO	Mark Cope	Department T1	Completed
08/22/2018 08:30 AM	Hearing on Order to Show Cause for Failure to File Final Inventory and Appraisal as to Nicholas Alfano NICHOLAS ALFANO	Mark Cope	Department T1	Continued
09/19/2018 08:30 AM	Hearing on Order to Show Cause for Failure to Failure to File Final Accounting NICHOLAS ALFANO	Mark Cope	Department T1	Continued
09/19/2018 08:30 AM	Hearing on Order to Show Cause for Failure to File Final Inventory and Appraisal as to Nicholas Alfano NICHOLAS ALFANO	Mark Cope	Department T1	Continued
09/24/2018 10:42 AM	Court on its Own Motion	Mark Cope	Department T1	Completed
10/24/2018 08:30 AM	Hearing on Order to Show Cause for Failure to File Final Inventory and Appraisal as to Nicholas Alfano NICHOLAS ALFANO	Mark Cope	Department T1	Continued
10/24/2018 08:30 AM	Hearing on Order to Show Cause for Failure to Failure to File Final Accounting NICHOLAS ALFANO	Mark Cope	Department T1	Continued
01/09/2019 08:30 AM	Hearing on Order to Show Cause for Failure to Failure to File Final Accounting NICHOLAS ALFANO	Mark Cope	Department T1	Continued

<b>Date Time</b>	<b>Type</b>	<b>Judicial Officer</b>	<b>Location/Courtroom</b>	<b>Disposition</b>
01/09/2019 08:30 AM	Hearing on Order to Show Cause for Failure to File Final Inventory and Appraisal as to Nicholas Alfano NICHOLAS ALFANO	Mark Cope	Department T1	Continued
02/27/2019 08:30 AM	Hearing on Order to Show Cause for Failure to File Final Inventory and Appraisal as to Nicholas Alfano NICHOLAS ALFANO	Mark Cope	Department T1	Continued
02/27/2019 08:30 AM	Hearing on Order to Show Cause for Failure to Failure to File Final Accounting NICHOLAS ALFANO	Mark Cope	Department T1	Continued
04/17/2019 08:30 AM	Hearing on Order to Show Cause for Failure to Failure to File Final Accounting NICHOLAS ALFANO	Mark Cope	Department T1	Continued
04/17/2019 08:30 AM	Hearing on Order to Show Cause for Failure to File Final Inventory and Appraisal as to Nicholas Alfano NICHOLAS ALFANO	Mark Cope	Department T1	Continued
07/10/2019 08:30 AM	Hearing on Order to Show Cause for Failure to File Final Inventory and Appraisal as to Nicholas Alfano NICHOLAS ALFANO	Mark Cope	Department T1	Continued
07/10/2019 08:30 AM	Hearing on Order to Show Cause for Failure to Failure to File Final Accounting NICHOLAS ALFANO	Mark Cope	Department T1	Continued

Date Time	Type	Judicial Officer	Location/Courtroom	Disposition
09/04/2019 08:30 AM	Hearing on Order to Show Cause for <b>Failure to Failure to File Final Accounting</b> NICHOLAS ALFANO	Mark Cope	Department T1	Continued
09/04/2019 08:30 AM	Hearing on Order to Show Cause why Surcharge should not be imposed in the amount of \$50,000.00 NICHOLAS ALFANO	Mark Cope	Department T1	Continued
09/04/2019 08:30 AM	Hearing on Order to Show Cause for Failure to File Final Inventory and Appraisal as to Nicholas Alfano NICHOLAS ALFANO	Mark Cope	Department T1	Continued
11/06/2019 08:30 AM	Hearing on Order to Show Cause for <b>Failure to Failure to File Final Accounting</b> NICHOLAS ALFANO	Mark Cope	Department T1	Hearing Held
11/06/2019 08:30 AM	Hearing on Order to Show Cause for Failure to File Final Inventory and Appraisal as to Nicholas Alfano NICHOLAS ALFANO	Mark Cope	Department T1	Hearing Held
11/06/2019 08:30 AM	Hearing on Order to Show Cause why Surcharge should not be imposed in the amount of \$50,000.00 NICHOLAS ALFANO	Mark Cope	Department T1	Hearing Held
01/16/2020 11:24 AM	Court on its Own Motion	Mark Cope	Department T1	Completed
01/17/2020 08:30 AM	Hearing re: Notice of Motion and Motion to be Relieved as Counsel for	Mark Cope	Department T1	Vacated



Hearing Date Time	Probate Notes
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08/22/2018 08:30 AM	Hearing on Order to Show Cause for Failure to File Final Inventory and Appraisal as to Nicholas Alfano NICHOLAS ALFANO at 8:30 AM in Department T1
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-----RECOMMENDATIONS-----

Continue for filing inventory and appraisal

-----REQUESTS-----

Letters testamentary issued 01/10/18

Examiner refers court to declaration re inventory filed

05/18/18 and declaration filed 07/16/18

-----DEFICIENCIES-----

No inventory and appraisal filed (however, Rhonda Morgan appointed successor executor on 08/07/18; OSC for final accounting by Nicholas Alfano is set for 09/19/18)

2 continuance(s)

Examined by J. Real on 05/01/18

Updated by S. Garcia on 05/22/18

Updated by J Real on 06/13/18

Updated by S. Garcia on 07/16/18

Update by O. Ciftcikara on 08/02/2018

Updated by J Real on 08/17/18

09/19/2018 08:30 AM	Hearing on Order to Show Cause for Failure to Failure to File Final Accounting NICHOLAS ALFANO at 8:30 AM in Department T1
---------------------	--

-----RECOMMENDATIONS-----

Continue for filing first and final account of previous executor, Nicholas Alfano

-----REQUESTS-----

Letters testamentary issued to Nicholas Alfano on 01/10/18

At hearing on 08/07/18, Court appointed Rhonda Morgan as successor executor and set this OSC for filing of an account by Nicholas

-----DEFICIENCIES-----

No first and final account filed

Examined by J. Real on 08/20/18

Updated by J Real on 08/30/18

Reviewed by J. Real on 09/14/18. No new documents filed.

Hearing Date Time	Probate Notes
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09/19/2018 08:30 AM	Hearing on Order to Show Cause for Failure to File Final Inventory and Appraisal as to Nicholas Alfano NICHOLAS ALFANO at 8:30 AM in Department T1
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-----RECOMMENDATIONS-----

To be determined by Judge

-----REQUESTS-----

Letters testamentary issued 01/10/18

Examiner refers court to declaration re inventory filed

05/18/18 and declaration filed 07/16/18

-----DEFICIENCIES-----

No inventory and appraisal filed (however, Rhonda Morgan appointed successor executor on 08/07/18; OSC for final accounting by Nicholas Alfano is set for 09/19/18)

2 continuance(s)

Examined by J. Real on 05/01/18

Updated by S. Garcia on 05/22/18

Updated by J Real on 06/13/18

Updated by S. Garcia on 07/16/18

Update by O. Ciftcikara on 08/02/2018

Updated by J Real on 08/17/18

Updated by J Real on 08/30/18

Reviewed by J. Real on 09/14/18. No new documents filed.

Hearing Date Time	Probate Notes
-------------------	---------------

10/24/2018 08:30 AM	Hearing on Order to Show Cause for Failure to File Final Inventory and Appraisal as to Nicholas Alfano NICHOLAS ALFANO at 8:30 AM in Department T1
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-----RECOMMENDATIONS-----

To be determined by Judge

-----REQUESTS-----

Letters testamentary issued 01/10/18

Examiner refers court to declaration re inventory filed 05/18/18 and declaration filed 07/16/18

Sanctions of \$1500 imposed and stayed until 10/24/18 hearing

-----DEFICIENCIES-----

No inventory and appraisal filed (however, Rhonda Morgan appointed successor executor on 08/07/18; OSC for final accounting by Nicholas Alfano is set for 09/19/18)

3 continuance(s)

Examined by J. Real on 05/01/18

Updated by S. Garcia on 05/22/18

Updated by J Real on 06/13/18

Updated by S. Garcia on 07/16/18

Update by O. Ciftcikara on 08/02/2018

Updated by J Real on 08/17/18

Updated by J Real on 08/30/18

Reviewed by J. Real on 09/14/18. No new documents filed.

Updated by J Real on 10/01/18

Reviewed by Sheri Cruz on 10/19/18. No new documents filed.

Hearing Date Time	Probate Notes
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10/24/2018 08:30 AM	<b>Hearing on Order to Show Cause for Failure to Failure to File Final Accounting NICHOLAS ALFANO at 8:30 AM</b> in Department T1
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-----RECOMMENDATIONS-----

Continue for filing first and final account of previous executor, Nicholas Alfano

-----REQUESTS-----

Letters testamentary issued to Nicholas Alfano on 01/10/18  
At hearing on 08/07/18, Court appointed Rhonda Morgan as successor executor and set this OSC for filing of an account by Nicholas

Sanctions of \$1500 imposed and stayed until 10/24/18 hearing

-----DEFICIENCIES-----

No first and final account filed

-----  
1 continuance(s)

Examined by J. Real on 08/20/18

Updated by J Real on 08/30/18

Reviewed by J. Real on 09/14/18. No new documents filed.

Updated by J Real on 10/01/18

Reviewed by Sheri Cruz on 10/19/18. No new documents filed.

01/09/2019 08:30 AM	<b>Hearing on Order to Show Cause for Failure to Failure to File Final Accounting NICHOLAS ALFANO at 8:30 AM</b> in Department T1
---------------------	---

-----RECOMMENDATIONS-----

Continue for filing first and final account of previous executor, Nicholas Alfano

-----REQUESTS-----

Letters testamentary issued to Nicholas Alfano on 01/10/18  
At hearing on 08/07/18, Court appointed Rhonda Morgan as successor executor and set this OSC for filing of an account by Nicholas

-----DEFICIENCIES-----

No first and final account filed

-----  
2 continuance(s)

Examined by J. Real on 08/20/18

Updated by J Real on 08/30/18

Reviewed by J. Real on 09/14/18. No new documents filed.

Updated by J Real on 10/01/18

Reviewed by Sheri Cruz on 10/19/18. No new documents filed.

Updated by J Real on 12/12/18

Reviewed by H. Gonzales on 01/04/19. No new documents filed.

Hearing Date Time	Probate Notes
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02/27/2019 08:30 AM	Hearing on Order to Show Cause for Failure to Failure to File Final Accounting NICHOLAS ALFANO at 8:30 AM in Department T1
---------------------	--

-----RECOMMENDATIONS-----

Continue for filing first and final account of previous executor, Nicholas Alfano

-----REQUESTS-----

Letters testamentary issued to Nicholas Alfano on 01/10/18  
At hearing on 08/07/18, Court appointed Rhonda Morgan as successor executor and set this OSC for filing of an account by Nicholas

-----DEFICIENCIES-----

No first and final account filed

4 continuance(s)

Examined by J. Real on 08/20/18

Updated by J Real on 08/30/18

Reviewed by J. Real on 09/14/18. No new documents filed.

Updated by J Real on 10/01/18

Reviewed by Sheri Cruz on 10/19/18. No new documents filed.

Updated by J Real on 12/12/18

Reviewed by H. Gonzales on 01/04/19. No new documents filed.

Updated by S. Garcia on 01/25/19

Reviewed by S. Garcia on 02/22/19. No new documents filed.

Hearing Date Time	Probate Notes
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04/17/2019 08:30 AM	Hearing on Order to Show Cause for Failure to Failure to File Final Accounting NICHOLAS ALFANO at 8:30 AM in Department T1
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-----RECOMMENDATIONS-----

Continue for filing first and final account of previous executor, Nicholas Alfano

-----REQUESTS-----

Letters testamentary issued to Nicholas Alfano on 01/10/18  
At hearing on 08/07/18, Court appointed Rhonda Morgan as successor executor and set this OSC for filing of an account by Nicholas

-----DEFICIENCIES-----

No first and final account filed

5 continuance(s)

Examined by J. Real on 08/20/18

Updated by J Real on 08/30/18

Reviewed by J. Real on 09/14/18. No new documents filed.

Updated by J Real on 10/01/18

Reviewed by Sheri Cruz on 10/19/18. No new documents filed.

Updated by J Real on 12/12/18

Reviewed by H. Gonzales on 01/04/19. No new documents filed.

Updated by S. Garcia on 01/25/19

Reviewed by S. Garcia on 02/22/19. No new documents filed.

Updated by J Real on 03/05/19

Reviewed by J. Real on 04/12/19. No new documents filed.

Hearing Date Time	Probate Notes
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07/10/2019 08:30 AM	Hearing on Order to Show Cause for Failure to Failure to File Final Accounting NICHOLAS ALFANO at 8:30 AM in Department T1
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-----RECOMMENDATIONS-----

Continue for filing first and final account of previous executor, Nicholas Alfano

-----REQUESTS-----

Letters testamentary issued to Nicholas Alfano on 01/10/18  
At hearing on 08/07/18, Court appointed Rhonda Morgan as successor executor and set this OSC for filing of an account by Nicholas

-----DEFICIENCIES-----

No first and final account filed

6 continuance(s)

Examined by J. Real on 08/20/18

Updated by J Real on 08/30/18

Reviewed by J. Real on 09/14/18. No new documents filed.

Updated by J Real on 10/01/18

Reviewed by Sheri Cruz on 10/19/18. No new documents filed.

Updated by J Real on 12/12/18

Reviewed by H. Gonzales on 01/04/19. No new documents filed.

Updated by S. Garcia on 01/25/19

Reviewed by S. Garcia on 02/22/19. No new documents filed.

Updated by J Real on 03/05/19

Reviewed by J. Real on 04/12/19. No new documents filed.

Updated by L. Crosby on 05/29/2019

Reviewed by L. Crosby on 06/20/2019. No new documents filed.

Reviewed by H. Gonzales on 07/05/19. No new documents filed.

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Hearing Date Time	Probate Notes
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09/04/2019 08:30 AM	Hearing on Order to Show Cause for Failure to Failure to File Final Accounting NICHOLAS ALFANO at 8:30 AM in Department T1
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-----RECOMMENDATIONS-----

Continue for filing first and final account of previous executor, Nicholas Alfano

-----REQUESTS-----

Letters testamentary issued to Nicholas Alfano on 01/10/18  
At hearing on 08/07/18, Court appointed Rhonda Morgan as successor executor and set this OSC for filing of an account by Nicholas

-----DEFICIENCIES-----

No first and final account filed

-----  
7 continuance(s)

Examined by J. Real on 08/20/18

Updated by J Real on 08/30/18

Reviewed by J. Real on 09/14/18. No new documents filed.

Updated by J Real on 10/01/18

Reviewed by Sheri Cruz on 10/19/18. No new documents filed.

Updated by J Real on 12/12/18

Reviewed by H. Gonzales on 01/04/19. No new documents filed.

Updated by S. Garcia on 01/25/19

Reviewed by S. Garcia on 02/22/19. No new documents filed.

Updated by J Real on 03/05/19

Reviewed by J. Real on 04/12/19. No new documents filed.

Updated by L. Crosby on 05/29/2019

Reviewed by L. Crosby on 06/20/2019. No new documents filed.

Reviewed by H. Gonzales on 07/05/19. No new documents filed.

Updated by J Real on 07/26/19

Updated by L. Crosby on 08/15/19

Reviewed by L. Crosby on 08/29/19. No new documents filed.



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Hearing Date Time	Probate Notes
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11/06/2019 08:30 AM	Hearing on Order to Show Cause for Failure to Failure to File Final Accounting NICHOLAS ALFANO at 8:30 AM in Department T1
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-----RECOMMENDATIONS-----

Continue for filing first and final account of previous  
executor, Nicholas Alfano

-----REQUESTS-----

Letters testamentary issued to Nicholas Alfano on 01/10/18  
At hearing on 08/07/18, Court appointed Rhonda Morgan as  
successor executor and set this OSC for filing of an account  
by Nicholas

See 10/29/19 declaration filed by attorney

-----DEFICIENCIES-----

No first and final account filed

-----

8 continuance(s)

Examined by J. Real on 08/20/18

Updated by J Real on 08/30/18

Reviewed by J. Real on 09/14/18. No new documents filed.

Updated by J Real on 10/01/18

Reviewed by Sheri Cruz on 10/19/18. No new documents  
filed.

Updated by J Real on 12/12/18

Reviewed by H. Gonzales on 01/04/19. No new documents  
filed.

Updated by S. Garcia on 01/25/19

Reviewed by S. Garcia on 02/22/19. No new documents  
filed.

Updated by J Real on 03/05/19

Reviewed by J. Real on 04/12/19. No new documents filed.

Updated by L. Crosby on 05/29/2019

Reviewed by L. Crosby on 06/20/2019. No new documents  
filed.

Reviewed by H. Gonzales on 07/05/19. No new documents  
filed.

Updated by J Real on 07/26/19

Updated by L. Crosby on 08/15/19

Reviewed by L. Crosby on 08/29/19. No new documents  
filed.

Updated by S. Garcia on 10/03/19

Updated by S. Cruz on 11/01/19

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Hearing Date Time	Probate Notes
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02/06/2020 08:30 AM	Hearing on Subsequent Miscellaneous Petition filed by BROOKE NICOLE CARVER, RHONDA L MORGAN at 8:30 AM in Department T1
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-----RECOMMENDATIONS-----

Continue for notice

-----REQUESTS-----

Petitioner is/are Rhonda L. Morgan and Brooke Carver, as co-Trustees of the Dennis John Carver Trust and Lorraine Susan Carver trust, and Rhonda L. Morgan as executor of executors of the estates of both Trustors

Petitioner(s) alleges trust created 01/22/17

Petitioner(s) alleges both Trustors deceased 10/16/17

Petitioner(s) alleges Brooke N. Carver and Madison Carver are surviving children of Trustors

Petitioner(s) alleges Nicholas Alfano was named as successor Trustee and began serving on 10/17/17

Petitioner(s) alleges Nicholas was appointed special administrator of both estates on 12/20/17 and as executor on 01/08/18

Petitioner(s) alleges Nicholas resigned as Trustee on 04/23/18 and appointed Brooke Nicole Carver and Rhonda L. Morgan as successor Trustees

Petitioner(s) alleges Trustor owned sole proprietorship business known as So. Cal. Jetting and Commercial Plumbing and AC, which were assigned to the trust

Petitioner(s) alleges Nicholas caused Brooke Carver to execute documents wherein she purported to be come the CEO of the businesses as he was having difficulty cashing and depositing checks after he "dissolved" the business

Petitioner(s) alleges on 02/02/18 Nicholas released all accounts and trades of Commercial Plumbing to Robert McKechnie and gave away \$85,895 in materials and supplies to Robert McKechnie

Petitioner(s) alleges Nicholas wrote improper checks and was assisted by Lindsay Alfano

Petitioner(s) alleges Trustor loaned Nicholas \$70,000 and Nicholas persuaded Brooke to forgive loan and give him an additional \$30,000. They also allege he destroyed the note

Petitioner(s) alleges Nicholas took improper loans and sold assets under fair market value from the trust

Petitioner(s) alleges Nicholas and Lindsay took improper actions with regard to collection of accounts for Commercial Plumbing

Petitioner(s) alleges causes of action for breach of fiduciary duty, to compel an accounting, for legal malpractice, breach of fiduciary duty as an attorney, recovery of stolen property, fraud and deceit, conversion, civil conspiracy, breach of contract, breach of the covenant of good faith and fair dealing, unjust enrichment, and declaratory relief

Petitioner(s) request(s) double damages, attorney's fees

Hearing Date Time	Probate Notes
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03/17/2020 08:30 AM	Hearing on Subsequent Miscellaneous Petition filed by BROOKE NICOLE CARVER, RHONDA L MORGAN at 8:30 AM in Department T1
---------------------	---

-----RECOMMENDATIONS-----

Continue for notice

-----REQUESTS-----

Petitioner is/are Rhonda L. Morgan and Brooke Carver, as co-Trustees of the Dennis John Carver Trust and Lorraine Susan Carver trust, and Rhonda L. Morgan as executor of executors of the estates of both Trustors

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Petitioner(s) request(s) double damages, attorney's fees

Status	Date	Description	Filed By	Confidential
Filed	07/03/2018	Subsequent Miscellaneous Probate Petition for Appointment of Successor Personal Representative and Issuance of Letters Testamentary, Request for Order for Accounting, Request for Order to Turn Over Property and Documents and Request for Surcharge of Former Personal Representative	RHONDA L MORGAN	
Filed	07/05/2018	Duties and Liabilities of Personal Representative. (DE-147) on Subsequent Petition for Letter of Special Administration with General Powers Appointing RHONDA L MORGAN	RHONDA L MORGAN	
Filed	07/05/2018	Declaration of Regarding Notice of Ex Parte Application	RHONDA L MORGAN	
Filed	07/05/2018	Confidential Supplement to Duties and Liabilities of Personal Representative. on Subsequent Petition for Letter of Special Administration with General Powers Appointing RHONDA L MORGAN		YES
Proposed	07/06/2018	Proposed Letters Submitted for the hearing date 7/06/18 on Subsequent Petition for Letter of Special Administration with General Powers Appointing RHONDA L MORGAN	RHONDA L MORGAN	YES
Generated	07/06/2018	Minute Order: Hearing re: Petition for Letters of Special Administration Appointing RHONDA L MORGAN		

Status	Date	Description	Filed By	Confidential
Filed	08/22/2018	Order Granting Attorney's Motion to be Relieved as Counsel on Petition of Will & Letters of Testamentary IAEA NICHOLAS ALFANO		
Generated	08/22/2018	Minute Order: Hearing on Order to Show Cause for Failure to File Final Inventory and Appraisal as to Nicholas Alfano NICHOLAS ALFANO		
Generated	08/22/2018	Minute Order: Notice of Motion and Motion to be Relieved as Counsel NICHOLAS ALFANO		
Generated	09/19/2018	Minute Order: Hearing on Order to Show Cause for Failure to File Final Inventory and Appraisal as to Nicholas Alfano NICHOLAS ALFANO		
Generated	09/19/2018	Minute Order: Hearing on Order to Show Cause for Failure to Failure to File Final Accounting NICHOLAS ALFANO		
Generated	09/20/2018	Certificate of Mailing		
Generated	09/20/2018	Certificate of Mailing		
Generated	09/24/2018	Minute Order: Court on its Own Motion		
Generated	09/24/2018	Certificate of Mailing		
Filed	09/26/2018	Creditor's Claim from HTA Plumbing & Mechanical, Inc in the amount of \$19,022.51 on Subsequent Miscellaneous Petition filed by RHONDA L MORGAN		
Generated	10/24/2018	Minute Order: Hearing on Order to Show Cause for Failure to Failure to File Final Accounting NICHOLAS ALFANO		

Status	Date	Description	Filed By	Confidential
Generated	10/24/2018	Minute Order: Hearing on Order to Show Cause for Failure to File Final Inventory and Appraisal as to Nicholas Alfano NICHOLAS ALFANO		
Generated	01/09/2019	Minute Order: Hearing on Order to Show Cause for Failure to File Final Inventory and Appraisal as to Nicholas Alfano NICHOLAS ALFANO		
Generated	01/09/2019	Minute Order: Hearing on Order to Show Cause for Failure to Failure to File Final Accounting NICHOLAS ALFANO		
Generated	01/09/2019	Amended Minute Order: Hearing on Order to Show Cause for Failure to File Final Inventory and Appraisal as to Nicholas Alfano NICHOLAS ALFANO		
Filed	02/26/2019	Inventory and Appraisal (DE-160/GC-040), Partial No. 1 on Petition of Will & Letters of Testamentary IAEA NICHOLAS ALFANO	NICHOLAS ALFANO	
Generated	02/27/2019	Minute Order: Hearing on Order to Show Cause for Failure to Failure to File Final Accounting NICHOLAS ALFANO		
Generated	02/27/2019	Minute Order: Hearing on Order to Show Cause for Failure to File Final Inventory and Appraisal as to Nicholas Alfano NICHOLAS ALFANO		
Filed	04/12/2019	Creditor's Claim from Colonial Real Estate Partnership, Ltd in the amount of \$121,851.64		

Status	Date	Description	Filed By	Confidential
Generated	04/17/2019	Minute Order: Hearing on Order to Show Cause for Failure to File Final Inventory and Appraisal as to Nicholas Alfano NICHOLAS ALFANO		
Generated	04/17/2019	Minute Order: Hearing on Order to Show Cause for Failure to Failure to File Final Accounting NICHOLAS ALFANO		
Generated	07/10/2019	Minute Order: Hearing on Order to Show Cause for Failure to Failure to File Final Accounting NICHOLAS ALFANO		
Generated	07/10/2019	Minute Order: Hearing on Order to Show Cause for Failure to File Final Inventory and Appraisal as to Nicholas Alfano NICHOLAS ALFANO		
Generated	07/10/2019	Notice of Order to Show Cause why Surcharge should not be imposed.		
Proposed	07/11/2019	Proposed Order for Sanctions and Order to Show Cause As to Why Surcharge Should Not Be Granted	RHONDA L MORGAN	YES
Filed	07/16/2019	Order for Sanctions and Order to Show Cause as to Why Sucharge Should Not be Granted	RHONDA L MORGAN	
Filed	07/29/2019	Notice of Entry of Judgment	RHONDA L MORGAN	
Filed	09/04/2019	Substitution of Attorney		
Generated	09/04/2019	Minute Order: Hearing on Order to Show Cause for Failure to Failure to File Final Accounting NICHOLAS ALFANO		

Status	Date	Description	Filed By	Confidential
Generated	09/04/2019	Minute Order: Hearing on Order to Show Cause for Failure to File Final Inventory and Appraisal as to Nicholas Alfano NICHOLAS ALFANO		
Generated	09/04/2019	Minute Order: Hearing on Order to Show Cause why Surcharge should not be imposed in the amount of \$50,000.00 NICHOLAS ALFANO		
Filed	10/29/2019	Declaration of Nicholas Alfano in Response to Order to Show Cause for Failure to File Sufficient Inventory and Appraisal; Order to Show Cause for Failure to file Final Accounting and Order to Show Cause why Surcharge should not be imposed	NICHOLAS ALFANO	
Filed	11/05/2019	Declaration of Jamie M Frenzel	RHONDA L MORGAN	
Generated	11/06/2019	Minute Order: Hearing on Order to Show Cause for Failure to Failure to File Final Accounting NICHOLAS ALFANO		
Generated	11/06/2019	Minute Order: Hearing on Order to Show Cause why Surcharge should not be imposed in the amount of \$50,000.00 NICHOLAS ALFANO		
Generated	11/06/2019	Minute Order: Hearing on Order to Show Cause for Failure to File Final Inventory and Appraisal as to Nicholas Alfano NICHOLAS ALFANO		
Filed	12/05/2019	Notice of Motion and Motion to be Relieved as Counsel (MC-051)	NICHOLAS ALFANO	



Status	Date	Description	Filed By	Confidential
Filed	12/05/2019	Declaration in Support of Attorney's Motion to be Relieved as Counsel	NICHOLAS ALFANO	
Proposed	12/05/2019	Proposed Order Granting Attorney's Motion to be Relieved as Counsel		YES
Filed	12/27/2019	Subsequent Miscellaneous Probate Petition for Breach of Fiduciary Duty; To Compel An Accounting; Legal Malpractice; Breach of Fiduciary Duty As Attorney and Executor	RHONDA L MORGAN	
Filed	12/27/2019	Trust Document Coversheet (Confidential) Local Rule 7131	RHONDA L MORGAN	YES
Filed	01/16/2020	Request for Dismissal	NICHOLAS ALFANO	
Generated	01/16/2020	Minute Order: Court on its Own Motion		
Filed	01/17/2020	Notice of Hearing (Decedent's Estate or Trust) (DE-120) re: Petition for: 1.Breach of Fiduciary Duty; 2. To Compel an Accounting; 3. Legal Malpractice;		
Generated	02/06/2020	Minute Order: Hearing on Subsequent Miscellaneous Petition filed by BROOKE NICOLE CARVER, RHONDA L MORGAN		
Filed	02/13/2020	Summons Issued and Filed as to A&N Acquisitions		
Filed	02/13/2020	Summons Issued and Filed as to Madison Carver		
Filed	02/13/2020	Summons Issued and Filed as to Alfano Law		

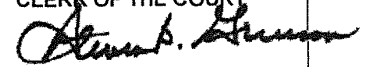
<b>Date Imposed</b>	<b>Fee/Fine Description</b>	<b>Amount</b>	<b>Paid</b>	<b>Balance</b>
09/06/2018	Preparing copies/copy fees (GC 70627A)	\$0.00	\$0.00	\$0.00
10/17/2018	Issuing writ for enforcement of order of judgment, writ of execution; abstract of judgment; certificate of satisfaction of judgment; certifying copy of paper, record, or proceeding on file; taking affidavit; etc. (GC 70626A1-8)	\$100.00	\$100.00	\$0.00
10/17/2018	Preparing copies/copy fees (GC 70627A)	\$7.00	\$7.00	\$0.00
04/12/2019	Direct fax filing/Shipping costs for transcripts for civil cases on appeal/Returning file stamped copies of documents by fax (CRC10.815)	\$24.00	\$24.00	\$0.00
07/10/2019	Sanctions imposed Due Date: 09/04/2019 Reason: Failure to File Final Accounting	\$1,500.00	\$0.00	\$1,500.00
07/10/2019	Sanctions imposed Due Date: 09/04/2019 Reason: Failure to File Final Inventory and Appraisal	\$1,500.00	\$0.00	\$1,500.00
07/11/2019	Fee for eSubmit (SAP 821157)	\$1.00	\$1.00	\$0.00
07/29/2019	Fee for eSubmit (SAP 821157)	\$1.00	\$1.00	\$0.00
09/05/2019	Fee for eSubmit (SAP 821157)	\$1.00	\$1.00	\$0.00
10/29/2019	Fee for eSubmit (SAP 821157)	\$1.00	\$1.00	\$0.00
11/06/2019	Fee for eSubmit (SAP 821157)	\$1.00	\$1.00	\$0.00
11/06/2019	Sanctions imposed Due Date: 12/06/2019 Reason: Failure to File Final Inventory and Appraisal.	\$1,500.00	\$0.00	\$0.00
12/06/2019	Probate Motion Fee	\$60.00	\$60.00	\$0.00
12/06/2019	Court Reporter Fee Under 1 Hour	\$30.00	\$30.00	\$0.00
12/06/2019	Fee for eSubmit (SAP 821157)	\$1.00	\$1.00	\$0.00

Date Imposed	Fee/Fine Description	Amount	Paid	Balance
12/27/2019	Court Reporter Fee Under 1 Hour	\$30.00	\$30.00	\$0.00
12/27/2019	Subsequent Papers: Petitions, objections, or other papers (GC70658(A))	\$435.00	\$435.00	\$0.00
01/17/2020	Fee for eSubmit (SAP 821157)	\$1.00	\$1.00	\$0.00
<p> <a href="#">OTHER CASES</a> </p>				
<div>Go Back</div>				

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# Exhibit 10



1 **PET**  
2 DONNA STIDHAM, ESQ.  
3 Nevada Bar No. 9663  
4 LAW OFFICE OF DONNA STIDHAM, LLC  
5 2551 S Fort Apache Rd #103  
6 Las Vegas, NV 89117  
7 Phone: (702) 444-3713  
8 Facsimile: (702) 444-3714  
9 [donna@stidhamlawoffice.com](mailto:donna@stidhamlawoffice.com)  
10 Attorneys for Petitioner,  
11 Rhonda L. Morgan

8  
9 **DISTRICT COURT**  
10 **CLARK COUNTY, NEVADA**

11 IN THE MATTER OF THE ESTATE OF  
12  
13 DENNIS JOHN CARVER  
14  
15 Deceased,

Case No.: P-18-095892-E  
Dept. No. PC1

Hearing Date: May 3, 2019  
Hearing Time: 9:30 a.m.

15 **PETITION FOR WAIVER OF ACCOUNTING, FOR PAYMENT OF ATTORNEY'S FEES,**  
16 **AND PETITION FOR DISTRIBUTION**

17 Rhonda L. Morgan, (the "Petitioner") as Executor for Estate of Dennis John Carver, (the  
18 "Estate") now presents to this Honorable Court this Petition for Waiver of Final Accounting, for  
19 Payment of Attorneys' Fees and Costs, and for Final Distribution of the Estate. In support of this  
20 petition, the Executor respectfully declares:

21  
22 1. That Dennis John Carver died on the 16th day of October, 2017, in Riverside County,  
23 California. The Decedent was not a resident of Clark County, Nevada, but jurisdiction is proper under  
24 NRS 136.010 because the Decedent died owning real property in Clark County, Nevada.

25  
26 2. That Letters Testamentary were issued to Petitioner by the Court herein on July 25,  
27 2018, and that Petitioner has been, and now is, the duly appointed, qualified and acting Executor of  
28 the Estate of Dennis John Carver.

1           3.       That immediately after Letters Testamentary were issued to Petitioner in this estate  
2 matter, Petitioner caused to be duly published a Notice to Creditors as required by N.R.S. 147.010,  
3 and that an Affidavit of Publication of such notice has been filed herein.

4           4.       More than ninety (90) days have elapsed since publication of said Notice. No creditor  
5 claims have been filed in this matter.

6           5.       That Brooke Nichole Carver and Rhonda L. Morgan, as co-trustees of The Living  
7 Trust of Dennis John Carver, dated January 22, 2017, the sole beneficiary of the Estate, have waived  
8 the requirement of an inventory in this matter pursuant to NRS 144.010. The Waiver of Inventory is  
9 attached as Exhibit "1."

10           6.       In accordance with NRS 150.075, Brooke Nichole Carver and Rhonda L. Morgan, as  
11 co-trustees of The Living Trust of Dennis John Carver, dated January 22, 2017, the sole beneficiary  
12 of the Estate, have agreed to waive the final accounting. The Waiver of Accounting is attached as  
13 Exhibit "2."

14           7.       The Petitioner has waived the compensation to which she is entitled for her services as  
15 personal representative of the Estate under NRS 150.020.

16           8.       That the Law Office of Donna Stidham, LLC, as attorney for the Administrator of the  
17 estate, has rendered the legal services necessary to the administration of said estate, has performed  
18 services on behalf of the estate, including preparing and filing all necessary legal documents, notices  
19 and pleadings required to date in this estate matter, and other necessary services in connection with  
20 this estate matter, for which services the Petitioner has agreed to pay personally out of the estate the  
21 sum of \$12,180.00 for attorney's fees, a copy of which is attached hereto as Exhibit "3." This fee is  
22 just and reasonable in the circumstances. That the firm has advanced costs to the estate in the amount  
23 of \$1,383.12. That the Law Office of Donna Stidham, LLC, may also advance additional fees and  
24  
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1 costs in conjunction with the closing of the Estate, which will not exceed \$2,000 in fees and \$500 in  
2 costs without prior Court approval. Petitioner request that she be authorized and directed to pay The  
3 Law Office of Donna Stidham, LLC, the total balance in the amount of \$16,063.12.

4           9. All notices and requirements of statute have been duly and regularly had and taken  
5 prior to the filing of this account and petition for fees, and said estate is now in a condition to be  
6 finally settled and distributed.

7  
8           10. After allowance and payment of unpaid fees and closing expenses, this estate will be  
9 in a condition to be finally settled and distributed. It is appropriate to distribute the assets of the  
10 Estate pursuant to the Decedent's will. The will is a pour-over will and Article 3.C., directs that the  
11 entire Estate be distributed to The Living Trust of Dennis John Carver, dated January 22, 2017. In the  
12 event additional Estate assets are later discovered, such assets should also be distributed to The  
13 Living Trust of Dennis John Carver, dated January 22, 2017.

14  
15           11. Petitioner requests that she be authorized and directed to distribute and record an  
16 Executor's Deed, by virtue of which title to the decedent's real properties, listed on Exhibit "4," shall  
17 be vested in the name of The Living Trust of Dennis John Carver, dated January 22, 2017.

18  
19           12. In the event any assets are hereinafter found, said assets should be distributed to The  
20 Living Trust of Dennis John Carver, dated January 22, 2017.

21           13. In the event there are any unpaid taxes due to any governmental agency, Petitioner  
22 requests that any such taxes remaining due and owing as a result of the death of Dennis John Carver  
23 be borne by The Living Trust of Dennis John Carver, dated January 22, 2017.

24           14. That no requests for special notice have been filed in this estate proceeding.  
25  
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1       WHEREFORE, Petitioner prays that this account and petition shall be set for hearing; that  
2 notice of time and place for such hearing shall be given in the manner required by law; and that, after  
3 hearing the matters of this petition, this Court orders the following:

- 4           1.       Waiving the requirement of an inventory in accordance with NRS 144.010;
- 5           2.       Waiving the requirement of a final accounting in accordance with NRS 150.075;
- 6           3.       That the Petitioner be authorized and directed to pay The Law Office of Donna  
7 Stidham, LLC, the sum of \$13,563.12 for outstanding legal fees and costs in this matter and  
8 \$2,500.00 for the additional fees and costs in conjunction with the closing of the Estate for a total of  
9 \$16,063.12 due and owing;
- 10          4.       That the Petitioner be authorized and directed to distribute the remaining assets to The  
11 Living Trust of Dennis John Carver, dated January 22, 2017;
- 12          5.       That the Petitioner be authorized and directed to distribute and record an Executor's  
13 Deed, by virtue of which title to the decedent's real properties, listed on Exhibit "4," shall be vested  
14 in the name of The Living Trust of Dennis John Carver, dated January 22, 2017
- 15          6.       That the Petitioner be authorized and directed to distribute any assets hereinafter found  
16 to The Living Trust of Dennis John Carver, dated January 22, 2017;
- 17          7.       That this Court enter an order directing that any hereafter discovered unpaid taxes due  
18 any governmental agency as a result of the death of Dennis John Carver be borne by The Living  
19 Trust of Dennis John Carver, dated January 22, 2017.
- 20          8.       That on the filing of appropriate receipts, your Executor be discharged from further  
21 responsibilities as such Administrator and that said estate be then closed.
- 22
- 23
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26 ///

27 ///



1           9.       That all other proper orders be made in the premises.

2           DATED this 8<sup>th</sup> day of April, 2019.

3  
4  
5 Submitted by:

6 LAW OFFICE OF DONNA STIDHAM, LLC

7  
8 By: Donna Stidham, Esq.  
9 DONNA STIDHAM, ESQ.  
10 Nevada Bar No. 9663  
11 2551 S Fort Apache Rd #103  
12 Las Vegas, NV 89117  
13 Phone: (702) 444-3713  
14 Facsimile: (702) 444-3714  
15 donna@stidhamlawoffice.com  
16 Attorneys for Petitioner  
17  
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1  
2 VERIFICATION

3 STATE OF NEVADA       )  
4                               ) ss.  
5 COUNTY OF CLARK       )

6 Rhonda L. Morgan, being first duly sworn, deposes and says:

7 That she is the Petitioner in the foregoing PETITION FOR WAIVER OF ACCOUNTING  
8 FOR PAYMENT OF ATTORNEY'S FEES, AND PETITION FOR DISTRIBUTION; that she has  
9 read the foregoing Petition and know the contents thereof; that the same is true of her own  
10 knowledge, except as to those matters therein stated on information and belief, and as to those  
11 matters she believes them to be true.

12  
13   
14 Rhonda L. Morgan, Petitioner

15  
16 SUBSCRIBED AND SWORN TO before me  
17 this \_\_\_\_ day of \_\_\_\_\_, 2019.

18  
19  
20 Notary Public in and for said State  
21  
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23  
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26  
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28

*see attached*

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Riverside

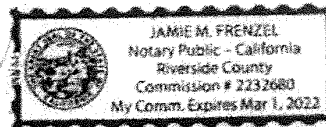
On April 3, 2019 before me, Jamie M Frenzel, Notary Public  
(insert name and title of the officer)

personally appeared Shonda L. Morgan  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jamie M Frenzel (Seal)



1 WAIV  
2 DONNA STIDHAM, ESQ.  
3 Nevada Bar No. 9663  
4 LAW OFFICE OF DONNA STIDHAM, LLC  
5 2551 S Fort Apache Rd #103  
6 Las Vegas, NV 89117  
7 Phone: (702) 444-3713  
8 Facsimile: (702) 444-3714  
9 [donna@stidhamlawoffice.com](mailto:donna@stidhamlawoffice.com)  
10 Attorneys for Petitioner,  
11 Rhonda L. Morgan

12 DISTRICT COURT  
13 CLARK COUNTY, NEVADA

14 IN THE MATTER OF THE ESTATE OF  
15 DENNIS JOHN CARVER

Case No.: P-18-095892-E  
Dept. No. PC1

16 Deceased,

17 WAIVER OF INVENTORY

18 We, Brooke Nichole Carver and Rhonda L. Morgan, as co-trustees of The Living Trust of  
19 Dennis John Carver, dated January 22, 2017, the sole beneficiary of the Estate of Dennis John  
20 Carver, declare under penalties of perjury under the laws of the State of Nevada that we waive the  
21 requirement of an inventory in this matter pursuant to NRS 144.010.

22   
23 Brooke Nichole Carver

10-10-18  
DATE

24   
25 Rhonda L. Morgan

10-10-18  
DATE

1 **WAIV**  
2 **DONNA STIDHAM, ESQ.**  
3 Nevada Bar No. 9663  
4 **LAW OFFICE OF DONNA STIDHAM, LLC**  
5 2551 S Fort Apache Rd #103  
6 Las Vegas, NV 89117  
7 Phone: (702) 444-3713  
8 Facsimile: (702) 444-3714  
9 [donna@stidhamlawoffice.com](mailto:donna@stidhamlawoffice.com)  
10 **Attorneys for Petitioner,**  
11 **Rhonda L. Morgan**

12 **DISTRICT COURT**  
13 **CLARK COUNTY, NEVADA**

14 **IN THE MATTER OF THE ESTATE OF**  
15 **DENNIS JOHN CARVER**

Case No.: P-18-095892-E  
Dept. No. PC1

16 Deceased,

17 **WAIVER OF ACCOUNTING**

18 We, Brooke Nichole Carver and Rhonda L. Morgan, as co-trustees of The Living Trust of  
19 Dennis John Carver, dated January 22, 2017, the sole beneficiary of the Estate of Dennis John  
20 Carver, declare under penalties of perjury under the laws of the State of Nevada that we waive the  
21 requirement of an accounting in this matter pursuant to NRS 150.075.

22   
23 Brooke Nichole Carver

10-10-18  
DATE

24   
25 Rhonda L. Morgan

10-10-18  
DATE

LAW OFFICE of  
DONNA STIDHAM  
LLC

# Invoice

2551 S Fort Apache Road, Suite 103  
Las Vegas, NV 89117

<b>Bill To:</b>
Estate of Dennis Carver Rhonda Morgan - Administrator

<b>Invoice Date:</b>	<b>Invoice #:</b>
11/5/2018	6135

Terms
Due on receipt

Date	Description	Hours/Qty	Rate	Amount
5/14/2018	Phone call with Rhonda Morgan about probate, create engagement letter and email to administrator and set up file.	0.6	300.00	180.00
6/7/2018	Prepare petition for probate of Will, notice of hearing, certificate of mailing, civil cover sheet, affidavit of Douglas Edwards, declination to serve and letters testamentary.	10	300.00	3,000.00
6/11/2018	Received phone call from Rhonda Morgan re: lawsuit filed against the estate. Read through lawsuit.	0.5	300.00	150.00
6/11/2018	Emailed Petition and Letters to Rhonda for signature.	0.1	300.00	30.00
6/28/2018	Prepare declination to serve for Jennifer Shea and email to administrator for signatures.	0.5	300.00	150.00
6/29/2018	Received signed copy of declination to serve, review, email administrator re: signature as it looked like it was electronically signed. Confirmed with administrator that Jennifer will actually sign and email the declination to serve.	0.5	300.00	150.00
7/3/2018	Prepare addendum to petition for probate.	1.5	300.00	450.00
7/18/2018	Received email from probate court for home address of administrator. Email administrator and provide information to the court.	0.6	300.00	180.00
7/18/2018	Received phone call from administrator about vehicle accident suit against Dennis' company and moving forward with probate. Research personal injury lawsuit case. Phone call with administrator with information on lawsuit and moving forward with probate.	1	300.00	300.00
7/18/2018	Prepare second addendum to petition for probate.	1	300.00	300.00
7/20/2018	Appear in court for approved list and pick up court order. Submit orders to be stamped.	1.3	300.00	390.00

Thank you for choosing the Law Office of Donna Stidham, LLC.

**Total**

Phone #	702-444-3713
Fax:	702-444-3714

**Payments/Credits**

**Balance Due**

Web Site	www.stidhamlawoffice.com
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LAW OFFICE of  
DONNA STIDHAM  
LLC

# Invoice

2551 S Fort Apache Road, Suite 103  
Las Vegas, NV 89117

<b>Bill To:</b>
Estate of Dennis Carver Rhonda Morgan - Administrator

Invoice Date:	Invoice #:
11/5/2018	6135

Terms
Due on receipt

Date	Description	Hours/Qty	Rate	Amount
7/23/2018	Received stamped orders, save to file and emailed them to administrator.	0.2	300.00	60.00
7/25/2018	Prepare notice to creditors. Travel to court for Issuance of Letters, certified order.	1.5	300.00	450.00
7/26/2018	Email Letters Testamentary to administrator.	0.1	300.00	30.00
10/3/2018	Emails to residential and commercial appraisers with property info. Received email from both appraisers on cost and timing.	0.7	300.00	210.00
10/8/2018	Phone call with administrator re: law suits, waiving inventory and creditors. Prepare waiver of accounting and waiver of inventory.	1.5	300.00	450.00
10/15/2018	Prepare petition for waiver of accounting, petition for distribution, notice of hearing, certificate of mailing, order granting petition, notice of entry of order.	10	300.00	3,000.00
10/17/2018	Prepare Deed of Executor 250 Sunpac	1	300.00	300.00
10/17/2018	Prepare Deed of Executor 950 Empire Mesa	1	300.00	300.00
10/17/2018	Prepare Deed of Executor 958 Empire Mesa	1	300.00	300.00
10/17/2018	Prepare Deed of Executor 2316 Martinique	1	300.00	300.00
10/17/2018	Prepare Deed of Executor 4320 Alexander	1	300.00	300.00
10/17/2018	Prepare Deed of Executor Bayleaf Terrace	1	300.00	300.00
10/17/2018	Prepare Deed of Executor Four Kids	1	300.00	300.00
10/17/2018	Prepare Deed of Executor Pabco Rd.	1	300.00	300.00
11/5/2018	Prepare billing, email Petition for Final Distribution to administrator.	1	300.00	300.00
				12,180.00
7/23/2018	Fee to file court order/petition		17.50	17.50
7/23/2018	Nevada Legal News notice filing fee		79.00	79.00
7/23/2018	Fee to open probate		557.12	557.12
7/20/2018	Parking at courthouse		5.50	5.50
7/25/2018	Parking at courthouse		5.50	5.50
7/25/2018	Certified order fee		5.00	5.00

Thank you for choosing the Law Office of Donna Stidham, LLC.

**Total**

Phone #	702-444-3713
Fax:	702-444-3714

**Payments/Credits**

**Balance Due**

Web Site	www.stidhamlawoffice.com
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# Invoice

<b>Bill To:</b>
Estate of Dennis Carver Rhonda Morgan - Administrator

<b>Invoice Date:</b>	<b>Invoice #:</b>
11/5/2018	6135

Terms
Due on receipt

Thank you for choosing the Law Office of Donna Stidham, LLC.		<b>Total</b>	\$13,563.12
Phone #	702-444-3713	<b>Payments/Credits</b>	\$0.00
Fax:	702-444-3714		
		<b>Balance Due</b>	\$13,563.12

Web Site	www.stidhamlawoffice.com
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**PROPERTY 1:**

**LEGAL DESCRIPTION:** THE EASTERLY 90.01 FEET OF THE WESTERLY 180.01 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF LOT ONE (1) OF SUNPAC INDUSTRIAL PARK UNIT TWO, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 76 OF PLATS, PAGE 60, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, BEING A PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 62 EAST, M.D.M., IN THE CITY OF HENDERSON, COUNTY OF CLARK, STATE OF NEVADA, ALSO BEING LOT 4 AND 7, OF RECORD SURVEY PER FILE 89, PAGE 97, OFFICIAL RECORDS OF SAID CLARK COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY TERMINUS OF THE CENTERLINE OF SUNPAC AVENUE, SHOWN ON SAID RECORD OF SURVEY, AS HAVING A BEARING AND DISTANCE OF SOUTH 89°13'56" EAST A DISTANCE OF 1311.06 FEET; THENCE ALONG SAID CENTERLINE SOUTH 89°13'56" EAST A DISTANCE OF 406.44 FEET; THENCE LEAVING SAID CENTERLINE NORTH 00°14'21" EAST A DISTANCE OF 30.00 FEET TO THE NORTHERLY LINE OF SAID SUNPAC AVENUE, ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 4 AND THE TRUE POINT OF BEGINNING;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 4 NORTH 00°14'21" EAST A DISTANCE OF 250.01 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 4 AND 7 SOUTH 89°13'56" EAST A DISTANCE OF 360.02 FEET; THENCE LEAVING SAID NORTHERLY LINE OF LOT 7, SOUTH 00°43'47" WEST A DISTANCE OF 250.01 FEET TO THE SOUTHERLY LINE OF SAID LOT 7; THENCE ALONG THE SOUTHERLY LINE OF SAID LOTS 4 AND 7 NORTH 89°13'56" WEST A DISTANCE OF 360.02 FEET TO THE TRUE POINT OF BEGINNING.

FURTHER DELINEATED AS LOT TWO (2) OF COMMERCIAL RECORD OF SURVEY ON FILE, IN FILE 97, PAGE 88, OF OFFICIAL RECORDS OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

More commonly known as: **250 Sunpac Avenue, #100, Henderson, Nevada 89011**

**APN:** 178-01-511-045

**PROPERTY 2:**

**LEGAL DESCRIPTION:**

**PARCEL 1:**

A PORTION OF THE LOT 2 OF THE HILLSIDE BUSINESS PARK (A COMMERCIAL SUBDIVISION) AS SHOWN ON THE FINAL PLAT THEREOF RECORDED IN BOOK 98 OF PLATS ON PAGE 84, OFFICIAL RECORDS OF CLARK COUNTY, NEVADA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, THENCE SOUTH 01°01'23" EAST ALONG THE WEST LINE THEREOF 260.00 FEET; THENCE NORTH 88°58'37" EAST, 201.93 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°58'37" EAST, 198.16 FEET; THENCE SOUTH 01°01'23" EAST, 83.00 FEET; THENCE SOUTH 88°58'37" WEST, 198.16 FEET; THENCE NORTH 01°01'23" WEST 83.00 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY IS ALSO KNOWN AS LOT 23 OF THAT CERTAIN RECORD OF SURVEY IN FILE 123, PAGE 92, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED NOVEMBER 01, 2010 IN BOOK 20101101 AS INSTRUMENT NO. 03184, OF OFFICIAL RECORDS CLARK COUNTY, NEVADA.

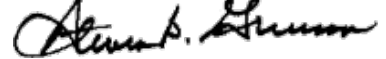
**PARCEL 2:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, PUBLIC UTILITIES AND INCIDENTAL PURPOSES AS DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HILLSIDE BUSINESS PARK RECORDED MARCH 23, 2001 IN BOOK 20010323, DOCUMENT NO. 00483, OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS AMENDED BY DOCUMENT RECORDED SEPTEMBER 13, 2004 IN BOOK 20040913 AS INSTRUMENT NO. 00701 OF OFFICIAL RECORDS.

More commonly known as: **950 Mesa Empire Way, Henderson, Nevada 89011**

**APN: 178-02-111-034**

## EXHIBIT 27



David T. Blake (# 11059)  
Clear Counsel Law Group  
50 S. Stephanie St., Ste. 101  
Henderson, Nevada 89012  
Telephone: (702) 476-5900  
Facsimile: (702) 924-0709  
dave@clearcounsel.com  
*Attorneys for the Estate of Rhonda Morgan*  
*Personal Representative of the Estate*

**DISTRICT COURT**

**DISTRICT OF NEVADA**

In the Matter of the Estate of:

CASE NO.: P-18-095892-E  
DEPT NO.: 8

Dennis John Carver

**Objection to Notice of Right to Have  
Hearing Before Probate Court Judge**

Deceased

Respondent, Rhonda Morgan as Personal Representative of the above-captioned estate, hereby objects to Colonial Real Estate Partnership Ltd.'s Notice of Right to Have Hearing Before Probate Court Judge pursuant to EDCR 4.08. The plain terms of EDCR 4.08 require such notice to occur before the Probate Commissioner makes a ruling on the contested matter. Here, the Probate Commissioner has already ruled on the Estate's Petition and closed the estate and the notice to remove this disputed matter to the Probate Court is not timely.

Dated: March 12, 2020.

Clear Counsel Law Group

/s/ David Blake  
David T. Blake

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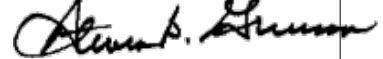
**CERTIFICATE OF SERVICE**

Pursuant to Nevada Rules of Civil Procedure 5(b), I hereby certify that on the 12<sup>th</sup> day of March 2020, I caused the foregoing **Objection to Notice of Right to Have Hearing Before Probate Court Judge** to be served as follows:

- ☐ by placing a true and correct copy of the same to be deposited for mailing in the U.S. Mail at Las Vegas, Nevada, enclosed in a sealed envelope upon which first class postage was fully prepaid addressed to the parties below; and/or
- ☐ pursuant to EDCR 7.26, by sending it via facsimile; and/or
- ☐ by hand delivery; and/or
- ☒ E-Service to all registered parties

/s/K.A/Gentile  
An employee of Clear Counsel Law Group

## EXHIBIT 28



LEO P. FLANGAS, ESQ.  
Nevada Bar No. 5637  
FLANGAS LAW FIRM, LTD.  
600 S. 3rd Street  
Las Vegas, Nevada 89101  
VOX: (702) 384-1990  
FAX: (702) 384-1009  
e-mail: [leo@flangaslawfirm.com](mailto:leo@flangaslawfirm.com)  
*Attorney for Petitioner Colonial  
Real Estate Partnership, Ltd.*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Case No.: P-18-095892-E

In re the Matter of the Estate of

Dept. No.: 8

Dennis John Carver

Deceased

**RE-NOTICE OF HEARING**

TO: ALL INTERESTED PARTIES

YOU WILL PLEASE TAKE NOTICE filed with the Court a **PETITION FOR AN ORDER TO SHOW CAUSE WHY ESTATE SHOULD NOT BE REOPENED FOR CREDITORS TO SUBMIT PROOF OF CLAIMS AND ACCOUNTING OF THE ESTATE ASSETS;** that a hearing on the Petition has been set for the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at the hour of \_:\_ \_M, in the District Court, which is located at the Regional Justice Center at 200 Lewis Avenue, Las Vegas, NV 89155.

This matter should be set in front of the District Court Probate Judge Department 8 pursuant to EDCR 4.08 because the Petitioner filed a Notice of Exercise of Right to Have

1 Hearing Before Probate Court Judge.

2 Dated this 16<sup>th</sup> day of March 2020.

3

4

**FLANGAS LAW FIRM, LTD.**

5

By: /s/ Leo P. Flangas  
LEO P FLANGAS, ESQ.  
Nevada Bar No. 5637  
600 South Third Street  
Las Vegas, Nevada 89101  
*Attorney for Petitioners*

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1 **CERTIFICATE OF SERVICE**

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3 I hereby certify that on the 16<sup>th</sup> day of March 2020, I served a true and correct copy of  
4 the forgoing document; as indicated below:

5 ☐ By first class mail, postage prepaid from Las Vegas, Nevada pursuant to NRCP  
6 5(b) addressed as follows below

7 ☐ By facsimile, pursuant to EDCR 7.26

8 ☐ By receipt of copy as indicated below

9 X Via Electronic Service pursuant to Administrative Order 14-2, effective June  
10 1, 2014

11 *(Note: All parties not registered pursuant to Administrative Order 14-2 have been served via  
12 mail)*

13 **ALL PARTIES WHO ARE REGISTERED TO THE EIGHTH DISTRICT COURT E-SERVICE  
14 PROGRAM HAVE BEEN E-SERVED.**

15 /s/ Natasha Smith

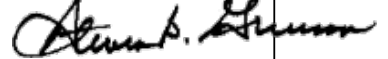
16 An employee or associate of the law office of  
17 FLANGAS LAW FIRM, LTD.  
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## EXHIBIT 29

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

Electronically Filed  
3/17/2020 1:13 PM  
Steven D. Grierson  
CLERK OF THE COURT



In the matter of:  
Dennis Carver, Deceased

Case No.: P-18-095892-E

Department 8

**NOTICE OF HEARING**

Please be advised that the Petition for an Order to Show Cause Why Estate Should not be Re-opened for Creditors to Submit Proof of Claims and Accounting of the Estate Assets in the above-entitled matter is set for hearing as follows:

**Date:** April 24, 2020

**Time:** 9:30 AM

**Location:** Courtroom TBA  
Regional Justice Center  
200 Lewis Ave.  
Las Vegas, NV 89101

**NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the Eighth Judicial District Court Electronic Filing System, the movant requesting a hearing must serve this notice on the party by traditional means.**

STEVEN D. GRIERSON, CEO/Clerk of the Court

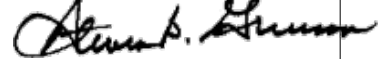
By: /s/ Kadira Beckom  
Deputy Clerk of the Court

**CERTIFICATE OF SERVICE**

I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion Rules a copy of this Notice of Hearing was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

By: /s/ Kadira Beckom  
Deputy Clerk of the Court

## EXHIBIT 30



LEO P. FLANGAS, ESQ.  
Nevada Bar No. 5637  
FLANGAS LAW FIRM, LTD.  
600 S. 3rd Street  
Las Vegas, Nevada 89101  
VOX: (702) 384-1990  
FAX: (702) 384-1009  
e-mail: [leo@flangaslawfirm.com](mailto:leo@flangaslawfirm.com)  
*Attorney for Petitioner Colonial  
Real Estate Partnership, Ltd.*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Case No.: P-18-095892-E

In re the Matter of the Estate of

Dept. No.: 8

Dennis John Carver

Deceased

**NOTICE OF  
INTERESTED PARTIES**

PLEASE TAKE NOTICE that COLONIAL REAL ESTATE PARTNERSHIP, LTD., a Nevada Corporation, ("*Colonial*") have filed with the Court a **PETITION FOR AN ORDER TO SHOW CAUSE WHY ESTATE SHOULD NOT BE REOPENED FOR CREDITORS TO SUBMIT PROOF OF CLAIMS AND ACCOUNTING OF THE ESTATE** in the above captioned estate.; that a hearing on the Petition has been set for the 24th day of April, 2020 at the hour of 9:30 A.M. , in Courtroom TBA of above entitled court which is located at the Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada 89155, and all persons interested in said estate are referred to said petition for further particulars and further notified to appear at the time and place and show cause, if any they have, why said petition should not be granted, Further details concerning this Petition can be had by reviewing the court file at the office of the County

1 Clerk located at 601 N. Pecos, Las Vegas, NV 89101 and/or 200 Lewis Avenue, Las Vegas, NV  
2 89155 or by contacting the Petitioner or the Attorney for the Petitioner whose name, address, and  
3 telephone number is: LEO P. FLANGAS, ESQ., 600 S. Third Street, Las Vegas, Nevada 89101  
4 (702) 384-1990.

5 Dated this 16<sup>th</sup> day of March 2020.  
6

7 **FLANGAS LAW FIRM, LTD.**

8  
9 By: /s/ Leo P. Flangas  
10 LEO P FLANGAS, ESQ.  
11 Nevada Bar No. 5637  
12 600 South Third Street  
13 Las Vegas, Nevada 89101  
14 *Attorney for Petitioners*  
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1 **CERTIFICATE OF SERVICE**

2  
3 I hereby certify that on the 17<sup>th</sup> day of March 2020, I served a true and correct copy of  
4 the forgoing document; as indicated below:

5 ☐ By first class mail, postage prepaid from Las Vegas, Nevada pursuant to NRCP  
6 5(b) addressed as follows below

7 ☐ By facsimile, pursuant to EDCR 7.26

8 ☐ By receipt of copy as indicated below

9 X Via Electronic Service pursuant to Administrative Order 14-2, effective June  
10 1, 2014

11 *(Note: All parties not registered pursuant to Administrative Order 14-2 have been served via  
12 mail)*

13 **ALL PARTIES WHO ARE REGISTERED TO THE EIGHTH DISTRICT COURT E-SERVICE  
14 PROGRAM HAVE BEEN E-SERVED.**

15 /s/ Natasha Smith

16 An employee or associate of the law office of  
17 FLANGAS LAW FIRM, LTD.  
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