

Supreme Court Case No. 82314

IN THE SUPREME COURT OF THE STATE OF NEVADA
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Elizabeth A. Brown
Clerk of Supreme Court

IN THE MATTER OF: THE
DUCKWORTH FAMILY TRUST,
Dated March 12, 2015.

KYLA DUCKWORTH
Appellant

v.

CARY DUCKWORTH, TRUSTEE OF THE
DUCKWORTH FAMILY TRUST
Respondent

APPELLANT'S APPENDIX
VOLUME II

Eighth Judicial District Court, Clark County
The Honorable Kathleen E. Delaney, Dept. XXVI
Probate Case No. P-20-103183-T

JERIMY L. KIRSCHNER, ESQ.
Nevada Bar No. 12012
JERIMY KIRSCHNER & ASSOCIATES, PLLC.
5550 Painted Mirage Road, Suite 320
Las Vegas, Nevada 89149
Telephone: (702) 563-4444
Fax: (702) 563-4445
Attorney for Appellant

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Dated this 15 day of September 2021.

JERIMY KIRSCHNER & ASSOCIATES, PLLC

/s/ Jerimiy L. Kirschner, Esq.

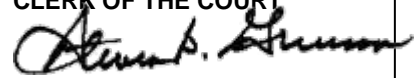
JERIMY L. KIRSCHNER, ESQ.

Nevada Bar No. 12012

5550 Painted Mirage Rd., Suite 320

Las Vegas, NV 89149

Attorney for Appellant Kyla Duckworth



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

Attorney for Kyla Duckworth

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the

THE DUCKWORTH FAMILY TRUST

Case No.: P-20-103183-T

Dept: 26

Dated March 12, 2015

**AMENDED RESPONSE TO OPPOSITION TO PETITION FOR CONSTRUCTION OF
TRUST TERM; PETITION TO COMPEL PROPER ACCOUNTING AND TO COMPEL
TURNOVER OF TRUST DOCUMENTS**

COMES NOW, Respondent Kyla Duckworth ("Petitioner"), by and through her attorneys of record, Jeremy Kirschner & Associates, PLLC., and hereby submits this Amended Response to Opposition to Petition for Declaration regarding Construction of Trust Term; Petition to Compel Proper Accounting and To Compel Turnover of Trust Documents ("Response").

I. ARGUMENT

As an initial point, Cary Duckworth ("Cary") opposition is more than a simple response to the original Petition. It is a full on counter-petition to disinherit Kyla Duckworth ("Kyla") which engages in a gish gallop. Kyla provides her response herein which is abbreviated due to time constraints, but would request a continuance and additional time to file supplemental briefings to respond.

1 **A. KYLA PLED PROPER JURISDICTION OVER THE**
2 **TRUST, BUT WOULD NOW SEEK TO HAVE ANSWER**
3 **QUESTIONS REGARDING THE VALIDITY OF THE**
4 **FIRST AND SECOND AMENDMENTS**

5 NRS 153.031(1) empowers a Court to take jurisdiction over a trust and to:

- 6 (b) Determining the construction of the trust instrument...
7 (d) Determining the validity of a provision of the trust;...
8 (k) Appoint[] or remov[e] a trustee;
9 (q) Compelling compliance with the terms of the trust or other applicable law;

10 Herein, Petitioner Kyla Duckworth (“Kyla”) is expressly requested that this Court take
11 jurisdiction over the THE DUCKWORTH FAMILY TRUST Dated March 12, 2015 (“Duckworth
12 Trust” or “Trust”) for the purposes of having Cary Duckworth (“Cary”) comply with the statutory
13 provisions of NRS 165.138. The Opposition cites NRS 165.141 and NRS 165.143, however those
14 provisions apply to when a demand for an accounting has been *rejected*. Cary did not reject Kyla’s
15 demand, rather Cary provided an imperfect accounting, and Kyla has now sought to have him
16 provide the corrected accounting pursuant to “NRS 153.031 (1)(b), (1)(f) & (1)(h).” *See*, Petition
17 Pg. 7. NRS 153.031 serves as a separate and independent basis for obtaining jurisdiction over the
18 Trust, and more closely rejects the relief requested by Kyla in the original Petition. To the extent
19 more is needed, Kyla request the court allow her to supplement her original petition.

20 **B. RESPONSE OF ALLEGATIONS IN OPPOSITION**

21 The Opposition is riddled with errors and misrepresentations, while at other times address
22 challenges which have never been made. Cary made each of the representations in his Opposition
23 “under penalty of perjury,” however it does not appear he takes such the oath seriously.

- 24 1. *Allegation: Kyla, against Maureen's wishes and the other family members,*
25 *moved Maureen to Las Ventanas Skilled Nursing Facility*

26 Maureen entered into a skilled nursing facility under doctor’s orders, not Kyla’s unilateral
27 decision. Kyla could not have made that decision alone because the siblings were *joint* medical
28 POA’s which required unanimous consent for such decisions. *See, Exhibit 11 – Maureen*
 Duckworth Health Care Power of Attorney. Maureen, who had been hospitalized many times
 and had always returned to her home, was taken by ambulance to Summerlin Hospital on January

20, 2018 and was kept in isolation until January 31, 2018. When Maureen was released to Las Ventanas on January 31, 2018, she was still bedridden. Maureen struggled with multiple infections during this time and was in and out of isolation. Medical records will show that Cary and Tara Duckworth (“Tara”) never involved themselves with Maureen's care at Las Ventanas until June of 2018 (4 months after she was admitted), and just days before Maureen was taken by ambulance to Summerlin Hospital for the last time and passed away on June 16, 2018.

More concerning, Cary contends this verifiably false “rationale” was the reason Cary arranged for George to amend his power of attorney and Will just five-days later.

2. *Allegation: Kyla was not barred from the home with George Duckworth*

Cary changed the locks on the doors to the home and removed Kyla from the access list for the home in the gated community. He also directed guards at the gate to contact him if Kyla attempted to access the home. **See, Exhibit 12 –Instruction to Guard Gate.** On information and belief, Cary used his newfound power of attorney drafted on February 5, 2018. He accessed Kyla’s room at the home, then moved her belongings into a “POD” and told her to arrange pickup of her things. This was not constructive eviction; it was actual eviction along with a denial of access to her father.

Kyla last saw George on July 5, 2018, when she had to call for a police escort to help her gain access to the family home to see George. During this interaction Cary admitted to taking all of the above actions against Kyla and claimed they were "run by Carrie Hurtik" (George and Maureen's Estate Planning Attorney) and approved by George. George vehemently denied that he approved the same actions.

3. *Allegation: Kyla unjustly sought to withhold Maureen’s assets in England*

Maureen was insistent as far back as 2015 that she wanted to keep her inherited assets in England (which included two bank accounts and her family home) separate from assets in the US and out of the US trust. She went so far as to spell this out in her Trust and Will. *See, Exhibit 1, Duckworth Trust Section 1.06* (“Specifically, MAUREEN D. DUCKWORTH’S separate property shall remain her sole and separate property and is not included within this trust.”); Exhibit 2,

1 Marueen's Will, Section 1.2 ("Any of my sole and separate property will be specifically excluded
2 from the above-referenced trust"). Maureen's decision to hold her separate property out of the
3 trust was a sore point for Cary and Tara who continually pressured Maureen to sell her English
4 Home and bring these assets over to the states. They also unsuccessfully sought to enlist Kyla to
5 pressure Maureen to move the assets to the United States while Kyla lived with and cared for
6 Maureen and George.

7 Maureen had every right to withhold this property during her lifetime, and did actually bring
8 over \$83,498.50 between 7/26/17 and 1/3/18 to help pay family expenses, but thereafter refused to
9 bring over further funds.

10 4. *Allegation: Kyla made a claim to the English Estate*

11 Kyla has never made a claim on Maureen's English Estate, although Cary has claimed this in
12 his Opposition as a reason for George changing his estate planning to Kyla's detriment. There was a
13 caveat with the English estate (which is a hold not a contest or asset demand) due in no small part to
14 the Cary's failure to produce Maureen's original Will or to open her probate in the U.S.. Upon
15 receipt of a letter from Cary's English counsel that continuation of the caveat would be seen as a
16 contest, Kyla allowed the caveat to expire.

17 5. *Allegation: Kyla has Maureen's personal property*

18 Kyla was evicted from her parents' home by Cary with her belongings placed in a POD
19 outside of the home by Cary. Kyla never retained or possessed Maureen's belongings, and
20 Maureen's personal property was not placed in the POD by Cary. The only way Kyla would have
21 anything of Maureen's is if Cary put it in the storage POD. As is stated in great detail in the
22 Petition, Cary is in possession of every item in the family home including all of Maureen's jewelry
23 which exceeds \$1,000,000. In the four and a half years that Kyla lived in the family home, she had
24 every opportunity to take anything jewelry or otherwise that she wanted, but she didn't.

25 6. *Allegation: Kyla contests the \$300,000 gift to Cary*

26 This is simply wrong, and there is no hint of it in the Petition.

27 7. *Other Allegations*

Cary alleges that Kyla had a poor relationship with her father, which is the hallmark allegation an exploiter makes to explain their sudden increased share of the estate. Four and a half years of meticulously recorded caregiving, numerous witness, and medical records will put this very obvious lie to bed. Kyla's relationship with her father was beyond reproach, and Cary's attempt to justify his exploitation by casting aspirations on it are repulsive.

There is also a wealth of wrong, but ultimately irrelevant allegations relating to communications between Cary's counsel and Kyla's counsel. Simply put, Kyla request an accounting and that accounting was not properly provided. Numerous attempts to resolve problems with the accounting were ultimately unsuccessful and now requires court action.

C. RESPONSE OF REQUEST TO DISINHERIT KYLA

Cary Opposition is a substantial counter-petition which seeks to disinherit Kyla under three different grounds which are found nowhere within the original petition. Kyla would request the court provide her an opportunity to supplement her Reply to address all of the assertions, to permit discovery, and to also set these matters out for an evidentiary hearing.

II. CONCLUSION

Kyla would request the Court compel Cary to provide a property accounting as requested in the original Petition. In addition, Kyla would request an opportunity to properly respond to the *de facto* counter petition of Cary to disinherit her under new and intendent grounds.

DATED this 7th day of August, 2020.

JERIMY KIRSCHNER & ASSOCIATES, PLLC

/s/Jerimy L. Kirschner, Esq. _____
JERIMY L. KIRSCHNER, ESQ.
Nevada Bar No. 12012
5550 Painted Mirage Rd., Suite 320
Las Vegas, NV 89149
Telephone:(702) 563-4444

VERIFICATION

I, KYLA DUCKWORTH, declare that:

1. I am submitting Response To Opposition To Petition For Construction Of Trust Term; Petition To Compel Proper Accounting And To Compel Turnover Of Trust Documents
2. I know the contents of the Response which I know to be true of my own knowledge, except for those matters stated on information and belief.

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


Kyla Duckworth

EXHIBIT 11

**DURABLE POWER OF ATTORNEY
FOR
HEALTH CARE DECISIONS
OF
MAUREEN D. DUCKWORTH**

WARNING TO PERSON EXECUTING THIS DOCUMENT:

THIS IS AN IMPORTANT LEGAL DOCUMENT. IT CREATES A DURABLE POWER OF ATTORNEY FOR HEALTH CARE. BEFORE EXECUTING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS:

1. THIS DOCUMENT GIVES THE PERSON YOU DESIGNATE AS YOUR ATTORNEY-IN-FACT THE POWER TO MAKE HEALTH CARE DECISIONS FOR YOU. THIS POWER IS SUBJECT TO ANY LIMITATIONS OR STATEMENT OF YOUR DESIRES THAT YOU INCLUDE IN THIS DOCUMENT. THE POWER TO MAKE HEALTH CARE DECISIONS FOR YOU MAY INCLUDE CONSENT, REFUSAL OF CONSENT, OR WITHDRAWAL OF CONSENT TO ANY CARE, TREATMENT, SERVICE, OR PROCEDURE TO MAINTAIN, DIAGNOSE, OR TREAT A PHYSICAL OR MENTAL CONDITION. YOU MAY STATE IN THIS DOCUMENT ANY TYPES OF TREATMENT OR PLACEMENTS THAT YOU DO NOT DESIRE.
2. THE PERSON YOU DESIGNATE IN THIS DOCUMENT HAS A DUTY TO ACT CONSISTENT WITH YOUR DESIRES AS STATED IN THIS DOCUMENT OR OTHERWISE MADE KNOWN OR, IF YOUR DESIRES ARE UNKNOWN, TO ACT IN YOUR BEST INTERESTS.
3. EXCEPT AS YOU OTHERWISE SPECIFY IN THIS DOCUMENT, THE POWER OF THE PERSON YOU DESIGNATE TO MAKE HEALTH CARE DECISIONS FOR YOU MAY INCLUDE THE POWER TO CONSENT TO YOUR DOCTOR NOT GIVING TREATMENT OR STOPPING TREATMENT WHICH WOULD KEEP YOU ALIVE.
4. UNLESS YOU SPECIFY A SHORTER PERIOD IN THIS DOCUMENT, THIS POWER WILL EXIST INDEFINITELY FROM THE DATE YOU EXECUTE THIS DOCUMENT AND, IF YOU ARE UNABLE TO MAKE HEALTH CARE DECISIONS FOR YOURSELF, THIS POWER WILL CONTINUE TO EXIST UNTIL THE TIME WHEN YOU BECOME ABLE TO MAKE HEALTH CARE DECISIONS FOR YOURSELF.
5. NOTWITHSTANDING THIS DOCUMENT, YOU HAVE THE RIGHT TO MAKE MEDICAL AND OTHER HEALTH CARE DECISIONS FOR YOURSELF SO LONG AS YOU CAN GIVE INFORMED CONSENT WITH RESPECT TO THE PARTICULAR DECISION. IN ADDITION, NO TREATMENT MAY BE GIVEN TO

YOU OVER YOUR OBJECTION, AND HEALTH CARE NECESSARY TO KEEP YOU ALIVE MAY NOT BE STOPPED IF YOU OBJECT.

6. YOU HAVE THE RIGHT TO REVOKE THE APPOINTMENT OF THE PERSON DESIGNATED IN THIS DOCUMENT TO MAKE HEALTH CARE DECISIONS FOR YOU BY NOTIFYING THAT PERSON OF THE REVOCATION ORALLY OR IN WRITING.

7. YOU HAVE THE RIGHT TO REVOKE THE AUTHORITY GRANTED TO THE PERSON DESIGNATED IN THIS DOCUMENT TO MAKE HEALTH CARE DECISIONS FOR YOU BY NOTIFYING THE TREATING PHYSICIAN, HOSPITAL, OR OTHER PROVIDER OF HEALTH CARE ORALLY OR IN WRITING.

8. THE PERSON DESIGNATED IN THIS DOCUMENT TO MAKE HEALTH CARE DECISIONS FOR YOU HAS THE RIGHT TO EXAMINE YOUR MEDICAL RECORDS AND TO CONSENT TO THEIR DISCLOSURE UNLESS YOU LIMIT THIS RIGHT IN THIS DOCUMENT.

9. THIS DOCUMENT REVOKES ANY PRIOR DURABLE POWER OF ATTORNEY FOR HEALTH CARE.

10. IF THERE IS ANYTHING IN THIS DOCUMENT THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.

1. DESIGNATION OF HEALTH CARE AGENT

I, MAUREEN D. DUCKWORTH, do hereby designate and appoint Designations of Co-Health Care Agents to make decisions together, as follows:

Name	:	TARA E. KASSITY
Address	:	9200 Silverwood Ct. Granite Bay, CA 95746
Telephone	:	(916)716-1424
-AND-		
Name	:	KYLA M. DUCKWORTH
Address	:	930 Via Mil Cumbres #206 Solana Beach, CA 92075
Telephone	:	(760)604-9333
-AND-		
Name	:	CARY J. DUCKWORTH
Address	:	2105 Henniker Way Las Vegas, Nevada 89134
Telephone	:	(702) 265-3660

My co-attorneys-in-fact will jointly make health care decisions for me as authorized in this document.

2. **CREATION OF DURABLE POWER OF ATTORNEY FOR HEALTH CARE**

By this document I intend to create a durable power of attorney by appointing the individuals designated above to make health care decisions for me. This power of attorney shall not be affected by my subsequent incapacity.

3. **GENERAL STATEMENT OF AUTHORITY GRANTED**

In the event that I am incapable of giving informed consent with respect to health care decisions, I hereby grant to the co-attorney-in-facts named above full power and authority to make health care decisions for me before, or after my death, including: consent, refusal of consent, or withdrawal of consent to any care, treatment, service, or procedure to maintain, diagnose, or treat a physical or mental condition, subject only to the limitations and special provisions, if any, set forth in paragraph 4 or 6.

4. **SPECIAL PROVISIONS AND LIMITATIONS**

My co-attorney-in-facts are not permitted to consent to any of the following: commitment to or placement in a mental health treatment facility, convulsive treatment, psycho surgery, sterilization, or abortion.

In exercising the authority under this durable power of attorney for health care, the authority of my co-attorney-in-facts is subject to the following special provisions and limitations: none.

5. **DURATION**

I understand that this power of attorney will exist indefinitely from the date I execute this document unless I establish a shorter time. If I am unable to make health care decisions for myself when this power of attorney expires, the authority I have granted my co-attorney-in-facts will continue to exist until the time when I become able to make health care decisions for myself.

6. **STATEMENT OF DESIRES**

With respect to decisions to withhold or withdraw life-sustaining treatment, my attorney-in-fact must make health care decisions that are consistent with my known desires.

(If the statement reflects your desires, initial the box next to the statement.)

Do not keep me alive at any cost. [X]

6.1 I desire that my life be prolonged to the greatest extent possible, without regard to my condition, the []

chances I have for recovery or long-term survival,
or the cost of the procedures.

If the coma is not reversible, do not prolong my life. [X]

6.2 If I am in a coma which my doctors have []
reasonably concluded is irreversible, I desire that
life-sustaining or prolonging treatments not be
used. (Also should utilize provisions of NRS
449.535 to 449.690, inclusive, if this subparagraph
is initialed.)

If it is incurable or terminal, do not prolong my life. [X]

6.3 If I have an incurable or terminal condition or []
illness and no reasonable hope of long-term
recovery or survival, I desire that life sustaining or
prolonging treatments not be used. (Also should
utilize provisions of NRS 449.535 to 449.690,
inclusive, if this subparagraph is initialed.)

Do not keep giving me food and water after you stop the other treatment(s). [X]

6.4 Withholding or withdrawal of artificial nutrition []
and hydration may result in death by starvation or
dehydration. I want to receive or continue
receiving artificial nutrition and hydration by way
of gastro-intestinal tract after all other treatment is
withheld.

Do not treat me if the burdens outweigh the expected benefits. []

6.5 I do not desire treatment to be provided and/or [X]
continued if the burdens of the treatment outweigh
the expected benefits. My attorney-in-fact is to
consider the relief of suffering, the preservation or
restoration of functioning, and the quality as well
as the extent of the possible extension of my life.

(If you wish to change your answer, you may do so by drawing an "X" through the
answer you do not want, and circling the answer you prefer.)

Other or Additional Statements of Desires:

7. **DESIGNATION OF ALTERNATE ATTORNEY-IN-FACT**

If any of the persons designated in paragraph 1 as my co-attorney-in-fact are unable to make health care decisions for me, then the remaining co-attorney-in-facts I will continue to serve as my attorney-in-facts to make health care decisions for me as authorized in this document.

8. **PRIOR DESIGNATIONS REVOKED**

I revoke any prior durable power of attorney for health care. I sign my name to this Durable Power of Attorney for Health Care Decisions on this 16 day of March, 2015, in Las Vegas, Nevada.

Maureen D Duckworth
MAUREEN D. DUCKWORTH

(THIS POWER OF ATTORNEY WILL NOT BE VALID FOR MAKING HEALTH CARE DECISIONS UNLESS IT IS EITHER (1) SIGNED BY AT LEAST TWO QUALIFIED WITNESSES WHO ARE PERSONALLY KNOWN TO YOU AND WHO ARE PRESENT WHEN YOU SIGN OR ACKNOWLEDGE YOUR SIGNATURE OR (2) ACKNOWLEDGED BEFORE A NOTARY PUBLIC.)

The Declarant voluntarily signed this writing in my presence. I am not entitled to any portion of the estate of the Declarant upon her death under any will or codicil thereto of the Declarant now existing or by operation of law. I am not a health care provider, an employee of a health care provider, the operator of a community care facility, an employee of an operator of a community care facility, an operator of a residential care facility for the elderly, or an employee of an operator of a residential care facility for the elderly.

Matthew Walker
WITNESS (printed)

[Signature]
WITNESS (signature)

7866 W Sahara Ave., Las Vegas NV 89117
WITNESS (address)

The Declarant voluntarily signed this writing in my presence. I am not entitled to any portion of the estate of the Declarant upon her death under any will or codicil thereto of the Declarant now existing or by operation of law. I am not a health care provider, an employee of a health care provider, the operator of a community care facility, an employee of an operator of a community care facility, an operator of a residential care

facility for the elderly, or an employee of an operator of a residential care facility for the elderly.

Nancy Ramirez
WITNESS (printed)

Nancy Ramirez
WITNESS (signature)

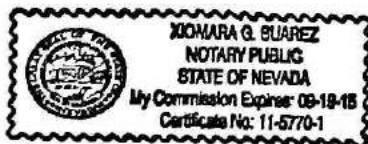
7866 W. Sahara Ave. Las Vegas, NV 89117
WITNESS (address)

-OR-

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of Nevada)
) ss:
County of Clark)

On this 6th day of March, 2015, before me, a Notary Public, personally appeared MAUREEN D. DUCKWORTH, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Durable Power of Attorney for Health Care Decisions, and acknowledged that he executed it. I declare under penalty of perjury that the person whose name is ascribed to this instrument appears to be of sound mind and under no duress, fraud, or undue influence.





XOMARA G. SUAREZ
Notary Public in and for said
County and State.

EXHIBIT 12

Done

2 of 2

Resident Name :	
	Duckworth, George
Resident Address :	
	1829 Corta Bella
Home:	
Cell 1:	
Cell 2:	
Business:	

(NOTE) > PAT VAN HOLTON IS LIVING @ THE DUCKWORTH'S (PRIVATE NU
(NOTE) > ADMIT LOLA, ADALINE & MARIA (CARE GIVERS) AT ALL TIMES

KAYLA DUCKWORTH IS NOT ALLOWED ON PROPERTY

11/20 ADMIT HOLIDAY DECORATIONS

|

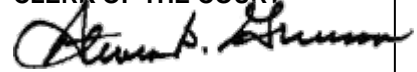
Contacts...	
254 wif	136 stu
055 yshw	3
smhsh19	8081647

700-242-2009



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

Attorney for Kyla Duckworth

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the

THE DUCKWORTH FAMILY TRUST

Case No.: P-20-103183-T
Dept: 26

Dated March 12, 2015

**SUPPLEMENT TO PETITION TO COMPEL PROPER ACCOUNTING AND TO
COMPEL TURNOVER OF TRUST DOCUMENTS; AND RESPONSE TO COUNTER-
PETITION**

COMES NOW, Respondent Kyla Duckworth ("Petitioner"), by and through her attorneys of record, Jeremy Kirschner & Associates, PLLC., and hereby submits this Supplement To Petition To Compel Proper Accounting And To Compel Turnover Of Trust Documents; AND Response To Counter-Petition ("Response").

SUPPLEMENT

I. ARGUMENT

Petitioner hereby requests that this Court take jurisdiction over the trust and confirm Cary Duckworth (“Cary”) as its trustee pursuant to NRS164.010 (1) and NRS164.010 (5)(b). In addition, Petitioner requests that the court exercise its jurisdiction to:

- (b) Determine the construction of the trust instrument...
- (d) Determine the validity of a provision of the trust;...
- (k) Appoint or remove a trustee;
- (q) Compel compliance with the terms of the trust or other applicable law;

See, NRS 155.031. Originally, Petitioner simply requested a court order compelling the acting trustee for THE DUCKWORTH FAMILY TRUST Dated March 12, 2015 (the “Duckworth Trust” or “Trust”) to comply with the statutory accounting requirements for an accounting which had been requested, and she was entitled to. However, now that Cary has responded with requests to disinherit Petitioner based on invalid amendments and false premises, Petitioner now also asks for an Order from this Court declaring the First Amendment and Second Amendment (collectively “Amendments”) as invalid, an Order from this Court removing Cary and appointing Petitioner or an independent trustee, and that Cary be personally made to pay all costs and attorney fees incurred by Petitioner pursuant to NRS 165.148(1)

RESPONSE TO COUNTER PETITION

I. INTRODUCTION

George Duckworth (“George”) and Maureen Duckworth (“Maureen”) *knew* what their son Cary Duckworth (“Cary”) was capable of and took steps to chain his ambitions by making every fiduciary decision in their 2015 estate planning subject to joint agreement amongst their three children. But the moment Cary saw a gap in the walls of protection surrounding his parents, he seized his opportunity to siphon off every drop of his parents’ wealth. Cary corrupted professionals, who had a moral and ethical obligation to protect George and Maureen, while projecting his malfeasance onto innocent parties in an attempt to deflect from his bad acts.

Unfortunately for Cary, he was a fiduciary and caregiver at the time he exploited his vulnerable and elderly father, which renders his legal machinations presumptively void. Even without the legal presumption, Cary’s actual behavior is more than sufficient to show undue influence and exploitation of a vulnerable person. Moreover, George was a ninety-five-year-old man suffering from end stage senile degeneration of the brain and who plainly lacked capacity to amend the Trust. Sadly, none of Cary’s heinous acts could have been accomplished without the willing participation of Tara Duckworth Kassity (“Tara”) who has now joined his attack.

The painful reality is the red flags were everywhere: (1) a caregiver and fiduciary suddenly arranging new estate planning that benefitted only him; (2) removal of safeguards on decision-making; (3) removal of joint-oversight which could have detected abuse; (4) isolating George from Petitioner, his daughter and fulltime caregiver for 4 plus years, and (5) of course, a multi-millionaire elderly man with immediately obvious physical and mental impairments giving away his life’s wealth to become a dependent pauper.

Cary’s attempts, to project his malfeasance on others via slander and libel, fail miserably. The objective evidence reveals Cary as an exploiter and abuser of his vulnerable father. On the other hand, the objective evidence shows Petitioner acted beyond reproach, as a devoted daughter who helped her parents for over four and half years and never once in that time did she seek to have them amend their wills or trust for her benefit.

1 Alternatively, even if the later amendments are deemed valid by this Court, Petitioner still
2 did not violate the “no contest” provisions in later amendments.

3 As such, Petitioner seeks an order from this Court taking jurisdiction of the Trust,
4 compelling Cary to give a full account, removing Cary and appointing Petitioner or an independent
5 trustee, as well as declaring the First Amendment and Second Amendment to the trusts invalid; or
6 alternatively finding that Petitioner did not violate the “no contest” provisions of the later
7 amendments. Finally, Petitioner would request an evidentiary hearing to take place after she has
8 had an opportunity to conduct discovery.

9 **II. STATEMENT OF FACTS.**

10 **A. GEORGE DUCKWORTH’S SEVERE COGNITION IMPAIRMENTS &**
11 **PHYSICAL CONDITION**

12 On November 16, 2019, George Duckworth (“George”) died of “End Stage Senile
13 Degeneration of the Brian.”¹ George had been battling Alzheimer’s for a number of years prior to
14 his death, with a caregiver’s letter on June 9, 2016 noting that his cognition impairment began in
15 early 2016.² Petitioner and George’s financial advisor, Mansoor Kisat (“Mansoor”) were also
16 discussing George’s cognition failures in emails as far back as June 16, 2016. In one such
17 exchange, Mansoor and Petitioner stated:

18 Thank you for sending the letter to [George]. I have tried my very best to
19 explain it to him but to no avail. *Tragically, he is having some severe*
20 *cognition problems and he is just not understanding it. He gets easily*
21 *frustrated with and angry (at me).*³

22 ...

23 When I spoke to [George] he tried to write the information down, could
24 not follow the number and got upset with me as he was getting
25 frustrated... I did suggest that maybe he should have you or your brother
26 get involved in this but he adamantly refused⁴

27 ¹ Exhibit 13 – Death Certificate for George Duckworth.

28 ² Exhibit 14 – June 9, 2016, Letter from Caregiver Marcos Gomez, PA-C

³ Exhibit 15 – June 16, 2016 Email Chain Between Petitioner and Financial Advisors Mansoor Kisat (Petitioner)

⁴ *Id.* (Monsoor)

In June 2017, per doctor's orders, George starting taking the powerful Memantine.⁵ The National Library of Medicine states "Memantine is used to treat the symptoms of Alzheimer's disease (AD; a brain disease that slowly destroys the memory and the ability to think, learn, communicate and handle daily activities)."⁶ By early 2017, George was experiencing significant gaps in his cognitive functions which was apparent to anyone who interacted with him regularly. Petitioner's siblings Tara and Cary (the "Siblings") were also aware of this. On February 11, 2018, Tara emailed Petitioner with "a current list/history of [George's] medical issues," acknowledging that George suffered from "lingering effects of confusion and anxiety from anesthesia or heavy pain killers or sedatives" and also acknowledged that George had been taking a prescription for the powerful Memantine since 2017s.⁷

For over three years prior to his death, George was in poor health and "required physical assistance with daily activities of living due to age-related physical debility."⁸ He suffered from severe macular degeneration, poor functioning kidneys, neuropathy in his legs, and a host of other health issues related to his bouts with cancer.⁹ George was also hospitalized numerous times from 2014-2018, including several multi-day hospital stays and one lengthy 5 week stay. George required a full-time in-home caregiver and also required regular meetings with physical therapists, occupational therapists and others.

B. CARY WAS A FIDUCIARY AND CAREGIVER WHEN HE ARRANGED FOR GEORGE TO AMEND HIS ESTATE PLANNING

Cary waited until George was isolated from protectors before he began pressuring him to make changes to his estate planning for Cary's benefit. On January 20, 2018, Maureen Duckworth

⁵ **Exhibit 16 – February 11, 2018, Email from Tara Duckworth** (Tara identified a prescription for the powerful Memantine which George had been taking since 2017.); *See also*, **Exhibit 17 – Encompass Home Health Patient Instructions Report Printed February 12, 2018**

⁶ <https://medlineplus.gov/druginfo/meds/a604006.html#:~:text=Memantine%20is%20in%20a%20class,in%20people%20who%20have%20AD.>

⁷ *See*, Exhibit 16

⁸ *See*, Exhibit 14; *See also*, Exhibit 16-17

⁹ *See*, Exhibit 16-17

was hospitalized with serious health problems. On January 31, 2018 Maureen was transferred to Las Ventanas Skilled Nursing Facility (“Las Ventanas”) while still suffering from:

Pneumonia (J18.9)	Anticoagulated on Coumadin (Z51.81)
Severe sepsis (R65.20)	Atrial fibrillation (I48.91)
Abdominal distension (R14.0)	C. difficile colitis (A04.7)
Abdominal pain (R10.9)	Chest wall trauma (S29.9XXA)
Acute UTI (N39.0)	Debility (R53.81)
Acute encephalopathy (G93.40)	Diarrhea (R19.7)
Acute onset sepsis (A41.9)	Metabolic encephalopathy (G93.41) ¹⁰
Acute pain (R52)	

While Petitioner wanted Maureen to return home, the admission to the skilled nursing facility, per doctor recommendation, reflected the unfortunate reality that Maureen was not yet. Maureen had several extended stays in the hospital and rehabilitation facilities from 2015-2018 and always returned home, so her admission was not unusual. Petitioner then communicated to her siblings that she would be staying with her mother during her stay at Las Ventanas. Because of multiple ongoing serious infections, Maureen would be in and out of isolation at Las Ventanas with visits back to the hospital, however George came to visit Maureen on multiple occasions with the assistance of his caregivers. Petitioner would stay by Maureen’s side until her death on June 16, 2018.

While Maureen and Petitioner were away, Cary saw an opportunity and within three business days he began the isolation and control of George. On February 5, 2018, Cary arranged for George to amend his Last Will and Testament.¹¹ The February 5, 2018 amendment removed Petitioner as a co-executor, leaving only Cary and Tara. The same day Cary arranged for George to amend his durable power of attorney to remove Petitioner as a joint-power of attorney (“Amended POA”).¹² Neither Cary, Tara nor the counsel drafting the Amended POA notified Petitioner the old power of attorney had been revoked.

¹⁰ See, **Exhibit 18 – January 31, 2018 Discharge Diagnosis for Maureen Duckworth**, Pg. 1 (emphasis added)

¹¹ See, Petitioner, Exhibit 3 – Last Will and Testament of George Duckworth and Codicil.

¹² See, **Exhibit 19 - July 27, 2020 Letter from Cary counsel** (“you blame Mr. Bums claiming that in February of 2018 Cary arranged for George to amend his Estate Planning to benefit Cary. The fact is the only document created was a Power of Attorney prepared by Carrie Hurtik”)

The same day or the next, Cary used the Amended POA to add himself as a contact to the Trust's Morgan Stanley accounts.¹³ Upon information and belief, Cary also used the Amended POA to order guards at George's gated residence to deny access to Petitioner, isolating George from Petitioner. Specifically, George's Corta Bella HOA guards were ordered: **"DO NOT LET KYLA DUCKWORTH ONTO PROPERTY SHE DRIVES A GRAY JEEP GRAND CHEROKEE WITH CA PLATES [] JEEP WILL HAVE A CB STICKER CALL CARY IF SHE ARRIVES ON PROPERTY."** (This ban on Petitioner remained in effect, isolating George from Petitioner until George's passing on November 16, 2019.)

DO NOT LET KYLA DUCKWORTH ONTO PROPERTY SHE DRIVES A GREY JEEP GRAND CHEROKEE WITH CA PLATES 5JCEB92 JEEP WILL HAVE A CB STICKER CALL CARY IF SHE ARRIVES ON PROPERTY

¹⁴ (emphasis added); *c.f.* Cary Opposition, *signed under penalty of perjury*, Pg. 11, Ln.23-24 ("Cary denies that the Petitioner was barred from the home.") Starting from at least February 5, 2018, Cary was a statutory fiduciary who was actively using the Amended POA to make decisions for George and to control access to George.

After Maureen admittance to Las Ventana's, Petitioner was staying with her mother and was unable to simultaneously manage care for George. Petitioner was accused of not monitoring the caregivers overseeing George during this time, so Petitioner requested the Siblings help. By March 2, 2018, Cary and Tara announced that they had "taken over all aspects of [George's] care."¹⁵

In August 2018, after blocking Petitioner from accessing her father and then evicting her, Cary moved his family into George's home to take over as caregiver, because George was "lonely" after his wife Maureen passed away.¹⁶ The period of George's loneliness parallels the period in which Cary had ordered Petitioner barred from the residence and evicted Petitioner from the home.

¹³ Exhibit 20, 2018, February 7, 2018 Letter for Change of Contact Information - Adding Cary Duckworth contact information to account.

¹⁴ Exhibit 21 – Picture of of HOA Guardhouse Orders (emphasis added).

¹⁵ Exhibit 22 – March 2, 2018 Email from Tara to Kyla and Cary

¹⁶ See, Opposition, Pg. 11, Ln. 21-22 ("Late in August 2018, Cary moved in with his wife and children after Maureen died in June 2018")

While staying at the home Cary took over George's finances and "Cary was paying the bulk of the bills, including medical bills by using the parents' checkbook."¹⁷

C. INVALID AMENDMENTS TO ESTATE PLANNING

On January 23, 2019, less than ten months before George would die of "End Stage Senile Degeneration of the Brian,"¹⁸ Cary again arranged for George to amend his estate planning.¹⁹ The January 23, 2019, estate planning changes consisted of (1) a codicil to his Will ("Codicil");²⁰ (2) a special directive relating to George's property ("Special Directive");²¹ and (3) the First Amendment to the Duckworth Family Trust ("First Amendment to Trust").²² At the time Cary arranged for these to be executed, Cary was a fiduciary operating under the Amended POA, a durable power of attorney, and a caregiver assisting George²³ who suffered from a host of disabilities.²⁴

The Codicil was simple in that it removed Tara as co-executor of George's estate, leaving Cary with sole control.²⁵ Cary now had complete control of his father's multimillion-dollar estate.

1. January 23, 2019 Special Directive

The Special Directive²⁶ was a significant departure from George's prior estate planning, and immediately transferred the bulk of his wealth to Cary. The Special Directive provided that George's primary residence located at 1829 Corta Bella Drive, Las Vegas, Nevada 89134 ("Corta Bella Property") was to be *immediately* transferred to Cary.²⁷ The Special Directive identifies the Corta Bella Property is being valued at "\$598,000,"²⁸ however, comparable values show the Corta Bella Property being worth over \$870,000 at the time of transfer.²⁹ The Special Directive then gave Cary an *additional* "20%" discount on the value of the Corta Bella Property as part of its transfer to

¹⁷ See, Opposition, Pg. 16, Ln. 1-2.

¹⁸ See, Exhibit 13.

¹⁹ See, Exhibit 13; See Also, Opposition, Pg. 1, Ln. 12-17.

²⁰ See, Petition, Exhibit 5.

²¹ See, **Exhibit 23 – January 23, 2019 Special Directive regarding Property**

²² See, Petition, Exhibit 4.

²³ See, Opposition, Pg. 16, Ln. 1-2.

²⁴ See, e.g. Exhibit 16-17.

²⁵ See, Petitioner, Exhibit 5.

²⁶ The Special Directive is part of the First Amendment, but is given separate treatment here to highlight is significant changes.

²⁷ See, Exhibit 23, Section 3.

²⁸ C.f. Opposition, Pg. 13 values the property at \$178,000.00.

²⁹ See, **Exhibit 24 – Zillow Valuation for 1829 Corta Bella Dr. Las Vegas, NV 89134 for January 2019.**

1 him. When Cary transferred the home to himself the very next day there was no value declared at
2 all.³⁰

3 The Special Directive also immediately transferred all household furnishings at the Corta
4 Bella Property to Cary without identifying their value or designating it as an advance on his
5 inheritance.³¹ The furnishings/personal property in the Corta Bella Property contained one of a
6 kind artworks from around the world and were worth hundreds of thousands of dollars and very
7 likely exceeded one million dollars (\$1,000,000).³² Upon information and belief, the Special
8 Directive transferred the majority of George's wealth to Cary in a single day. From January 23,
9 2019, George no longer owned the home he lived in, the bed he slept in or any of the trappings of
10 the home that he used every day of his remaining life.

11 The Special Directive also sought to compel Petitioner to identify her mother's foreign
12 assets from England and to be put under Cary's control in the Trust.³³ The Special Directive was a
13 departure from Maureen and George's prior estate planning and was an attempt to do an end run
14 around Maureen's unmistakable intention; Maureen did not want her English assets subject to the
15 Trust.³⁴ To the extent Petitioner would not give in to the compulsion, Petitioner's distribution
16 under the Trust would be reduced. *Id.*

17 2. January 23, 2019 First Amendment To Trust

18 On January 23, 2019, Cary also arranged for George to amend other provisions of the Trust
19 beyond the Special Directive.³⁵ Prior to the First Amendment, all three of George and Maureen's
20 children were to be joint successor-trustees after their death.³⁶ The First Amendment changed this
21 to name George the sole trustee, but in the event of his "death, incapacity or resignation" then Cary
22
23

24 ³⁰ See, Exhibit 25 – Transfer Deed and Declaration of Value for 1829 Corta Bella Drive, Las Vegas NV 89134-
6144.

25 ³¹ See, Exhibit 23, Section 3.

26 ³² See, Petition, Exhibit 9.

27 ³³ See, Exhibit 23, Section 4.

28 ³⁴ See, See, Exhibit 1, Duckworth Trust Section 1.06 ("Specifically, MAUREEN D. DUCKWORTH'S separate property shall remain her sole and separate property and is not included within this trust."); Exhibit 2, Marueen's Will, Section 1.2 ("Any of my sole and separate property will be specifically excluded from the above-referenced trust")

³⁵ See, Petition, Exhibit 4; See Also, Opposition, Pg. 11, Ln. 12-18.

³⁶ See, Exhibit 1, Section 9.01

would be the first sole Successor Trustee.³⁷ Cary took over as Successor Trustee the same day the First Amendment was executed.³⁸

The First Amendment also gave the successor trustee, Cary, sole discretion to distribute George's personal property, and in the event *any* party challenged Cary's discretion then Cary was to receive 100% of the personal property.³⁹ This authority was not conditioned upon the death of George, it went into effect immediately upon Cary becoming the successor trustee. It was not limited to Petitioner or Tara, it also applied to a challenge coming from George. On January 23, 2018, George, a ninety-five-year-old multi-millionaire suffering from end stage senile degeneration of the brain, became a pauper overnight. George lost a lifetime of wealth... his wishes, his advanced estate planning and his control were all nullified.

The First Amendment also amends the Trust's incontestability provisions to provide that anyone who interfered in Cary's attempt to control his mother's estate in England or "that seeks to have such property (or the proceeds of sale of such property) to be distributed in any manner other than provided for by the intestacy laws of the United Kingdom shall be considered a contest of the provisions of this Trust."⁴⁰ In addition, it sought to reduce Petitioner's distribution from the Trust by any separate property she received from Maureen.

3. Second Amendment to Trust

On March 20, 2019, eight months before George would die of "End Stage Senile Degeneration of the Brian," Cary again arranged for George to amend his estate planning.⁴¹ The amendment broadened the definition of Maureen's separate property which could be used to reduce Petitioner's distribution under the Trust.

³⁷ See, Petition, Exhibit 4, Pg. 2, Section 9.01.

³⁸ See, Opposition, Pg. 20, Ln. 3-5; See Also, Petition, Exhibit 8 – Accounting starting January 23, 2019.

³⁹ See, Petition, Exhibit 4, Pg. 2, Section 9.03 ("my Successor Trustee shall determine in his or her absolute discretion, the exercise of which shall not be subject to review or, in the alternative, if there is any attempt to challenge the exercise of such discretion, all items of personal property not disposed of by a memorandum shall be distributed to CARY J. DUCKWORTH")

⁴⁰ See, Petitioner, Exhibit 4, Pg. 1, Section 7.05.

⁴¹ See, Petition, Exhibit 6.

D. CARY'S FIDUCIARY SPENDING

After taking George's home and furnishings, Cary the caretaker and fiduciary, began spending the cash in George's bank accounts for Cary's personal expenses.⁴² The Accounting, *which only covers 11 months*, is littered with well over a hundred itemized expenses which were not incurred for George, including over a hundred visits to fast food locations which could not have been attributed to the then ninety-five-year-old George.⁴³ Although Cary had already transferred the Corta Bella Property to himself on January 23, 2019,⁴⁴ Cary continued to use Trust funds to pay the following for the Corta Bella Property:

1. Water, Gas, Electricity, Cable, Sewer & Trash
2. Pest Control & Pool Cleaning Service
3. Two Home Owners Associations⁴⁵

This does not include the thousands in unexplained furniture purchases,⁴⁶ unexplained large "reimbursements" to Cary,⁴⁷ expenses for construction companies when George had no home as a result of the Special Directive,⁴⁸ as well as a \$40,000 transfer to Cary for "home renovations" and a trip to Hawaii (shortly after George's death) which were retroactively classified as a "loan" to Cary.⁴⁹ Many of these same expenses continued to be paid with trust funds after George had passed away.⁵⁰

E. THE DRAFTER OF LATER ESTATE PLANNING BECAME CONFLICTED

Cary will undoubtedly identify the oddly behaving Carrie Hurtik, Esq. ("Mrs. Hurtik") of Hurtik and Associates, PLLC as proof the estate planning was valid. Mrs. Hurtik's firm was initially selected because a close family member, Rachel Shelstad, worked there. As Tara put it in a January 31, 2015 email, both "my parents both adore you,⁵¹ and I know they will listen to your

⁴² See, Petition, Section II (B)(ii).

⁴³ See, Petition, Exhibit 8 *en passim*.

⁴⁴ See, Exhibit 23-24.

⁴⁵ See, Petition, Exhibit 8, *en passim* (NV Energy, Las Vegas Valley Water Authority, Southwest Gas, Cox, Republic Services, etc..)

⁴⁶ See, Petition, Exhibit 8, (DU000701 5/17/2020 RC Willey Home \$3,310.76)

⁴⁷ See, Petition, Exhibit 8, (08/01/2019 \$2,413.32)

⁴⁸ See, Petition, Exhibit 8 (10/09/2019 Rutter Construction \$1,014.00; 11/13/2019 Rutter Construction \$5,222.00)

⁴⁹ See, Petition, Exhibit 8 (11/29/2019 Grand Hyatt Kuani \$5,145.14)

⁵⁰ See, Petition, Exhibit 8 DU000716.

⁵¹ The Hurtik and Associates, PLLC employee.

voice of reason.”⁵² In the same email, Tara admitted “I know CJ [Cary] has shared with you about their [Maureen and Cary’s] volatile relationship especially when it comes to money.”⁵³

Maureen in particular was worried the meeting with Ms. Hurtik was an attempt “to tell her what to do, and how much money she can spend.”⁵⁴ There is a well-documented history of Cary and Tara trying to force Maureen to bring her English assets over to the US. In fact in an email, Tara suggested “*CJ and I think it might disarm my Mom* a bit if the first part of the meeting was regarding England, and that my Dad sat that out (he won’t have a problem with that).”⁵⁵ Ultimately, the Trust was created designating the three siblings as joint successor trustees as well as joint durable power of attorneys for finances and health,⁵⁶ however Mrs. Hurtik was supposed to create a separate trust for Maureen’s separate property.⁵⁷

After the Trust and related documents were completed in 2015, Ms. Hurtik behaved like Cary and Tara’s attorney, not that of George and Maureen. For example, in August 2017, Ms. Hurtik sent out a letter to the siblings, purportedly on behalf of George and Maureen, wherein she declared her knowledge about family finances and then directed the parties to bring over Maureen separate property from England to pay George and Maureen’s bills.⁵⁸ This was the same property that Maureen had taken efforts to separate from family finances and for which Mrs. Hurtik was supposed to have created a separate trust. More strangely, *Petitioner was then living with her parents at the time and Ms. Hurtik had not been retained outside of the initial estate planning, and had not spoken George and Maureen anytime up to that point in 2017.*

On April 30, 2018, Ms. Hurtik sent out three letters to Maureen’s care providers wherein she identified herself as both George and Maureen’s attorney” stating she was “gravely concerned about what is happening with regard to Maureen.”⁵⁹ In the letters, Ms. Hurtik accused Petitioner of

⁵² See, Exhibit 26 – January 31, 2015 Email from Tara to Rachel Shelstad

⁵³ *Id.*

⁵⁴ *Id.*

⁵⁵ *Id.*

⁵⁶ See, Exhibit 1.

⁵⁷ Exhibit 27 – March 12, 2015 Tara-Hurtik Email Chain (“We will still have to do a separate Trust for your mother’s separate property”)

⁵⁸ See, Exhibit 28 – August 31, 2017 Letter from Hurtik to Siblings.

⁵⁹ See, Exhibit 29 – April 30, 2018, Hurtik Letters Maureen Care Providers

making unilateral decisions for Maureen and informed the doctors that Cary and Tara held joint health power of attorney (“Maureen HPOA”) with Petitioner, enclosing a copy of the Maureen HPOA.⁶⁰ Tara and Cary are cc’d on each letter, but not George, Maureen or Petitioner. In fact, Petitioner never even saw these letters dated April 30, 2018 until they were accompanied by another letter by the US attorney on November 8, 2018. In addition to the letters being wrong on the facts, neither George or Maureen had engaged Mrs. Hurtik at this time, so her appearance was not on George and Maureen’s behalf.

Mrs. Hurtik also called and left a threatening message for Petitioner again claiming she was George’s and Maureen’s attorney.⁶¹ In the message Mrs. Hurtik alleged Petitioner was wrong for allowing her mother to be in Las Ventanas, accusing Petitioner ”sticking Maureen in a nursing home,” of wasting money on caregivers, and claiming that Petitioner had taken family funds. Again, Ms. Hurtik was wrong on each point, but Ms. Hurtik also disclosed that she had met with Tara and Cary earlier that day.

In a July 2018 incident, after having been evicted from the family home and blocked at the gate, Petitioner sought access to the Corta Bella Property to see her father with the assistance of a police presence. Cary told police that he was being advised by Mrs. Hurtik, and that Mrs. Hurtik had advised him to move Petitioners belongings, (Petitioner’s room had a lock on her bedroom) out of the house. Mrs. Hurtik was meeting with, advising, and directing Cary’s actions, and was undoubtedly his attorney at the time.

F. KYLA’S TIME AS CAREGIVER

For over four and half years Petitioner lived with and assisted her elderly parents. Petitioner managed the bulk of the responsibility for day-to-day caregiving for George and Maureen. Petitioner scheduled the doctors, nurses, physical therapists, occupational therapists, speech therapists, lab techs, xray / ultrasound techs, podiatrists, social workers, and counselors. From 2014 to 2018, Petitioner arranged and /or attended over 880 such appointments and kept daily calendars

⁶⁰ Notably, Petitioner had requested copies of the Maureen HPOA from Mrs. Hurtik several times, but was denied a copy of the same.

⁶¹ See, Exhibit 30 – Transcription of April 30, 2018 Voicemail from Carrie Hurtik, Esq.

evidencing those appointments.⁶² During the time she lived with her parents she did not pressure them to amend their trust, wills, powers of attorney or sign over their house to her. Instead, when Petitioner was blocked from paying for Maureen and George's expenses using community funds by Cary and/or Tara,⁶³ Petitioner paid out those expenses from her *personal* funds. While George and Maureen did assist Petitioner with living expenses during her stay with them, these expenses over four and a half years was less than the single year of the cost of a full-time live-in caregiver hired by Cary to help with George alone.

G. THE ENGLISH ESTATE

Despite the invalidity of the First Amendment and Second Amendment, Petitioner has never contested or made a claim on the English estate. Petitioner filed a caveat which paused administration of Maureen's English estate.

On August 14, 2020, Cary's counsel sent a letter to Petitioner in which he stated:

We are instructing our Solicitors, Bramsdon & Childs, to file a warning off on or about August 22, 2019, and it is our understanding that your client will have seven (7) days to respond to prevent the removal of the caveat. *We wish to inform your client that her responding to prevent the caveat from being removed will be construed as a "contest" of the Duckworth Family Trust in the United States* and will result in her being eliminated as a beneficiary of said trust.⁶⁴

Also provided in the letter to Petitioner, for the first time, was a copy of the First Amendment which had added the provision about the English estate.⁶⁵ Petitioner did not renew her caveat or contest the removal of her caveat.

The First and Second Amendments do not compel Petitioner to turn over the English accounts provided to her under threat of forfeiture, instead the invalid amendments state she would have a reduction in the amount she would receive under the Trust.

⁶² See, **Exhibit 31 – Kyla Duckworth Daily Calendars 2015-2018**. Petitioner was not able to obtain records for 2014, so this number is incomplete.

⁶³ In retaliation for not forcing Maureen to bring over her English assets to the US.

⁶⁴ See, **Exhibit 32 – August 14, 2019 Letter from Mr. Kenneth Burns** (emphasis added)

⁶⁵ *Id.*

1 **III. ARGUMENT**

2 **A. THE FIRST AND SECOND TRUST AMENDMENTS ARE VOID**

3 Regardless of when a transfer instrument is made, to the extent the court
4 finds that a transfer was the product of fraud, duress or undue influence,
5 the transfer is void and each transferee who is found responsible for the
6 fraud, duress or undue influence shall bear the costs of the proceedings,
7 including, without limitation, reasonable attorney's fees.

8 *See*, NRS 155.097(1). Herein, there is little doubt that undue influence was present and pervasive,
9 and as such voids the First Amendment and Second Amendments.

10 1. Undue influence is presumed as a matter of law because Cary was a
11 fiduciary.

12 “A presumption of undue influence arises when a fiduciary relationship exists and the
13 fiduciary benefits from the questioned transaction.” *See*, In re Jane Tiffany Living Tr. 2001, U/A/D
14 Nov. 5, 2001, 124 Nev. 74, 78, 177 P.3d 1060, 1062 (2008); Peardon v. Peardon, 65 Nev. 717, 201
15 P.2d 309 (1948). This is “specially active and searching in dealing with gifts, but is applied when
16 necessary to conveyances, contracts executory and executed, and wills.” *See* Peardon v. Peardon, 65
17 Nev. 717, 201 P.2d 309 (1948). “*Where confidential relations between parent and child are shown*
18 *to have existed and where a conveyance of property is made by the weaker to the dominant party*, a
19 presumption arises that the conveyance was obtained through the undue influence of the dominant
20 party.” *See*, Schmidt v. Merriweather, 82 Nev. 372, 376, 418 P.2d 991, 993 (1966) (emphasis
21 added) (quoting Walters v. Walters, 26 N.M. 22, 188 P. 1105, 1106 (1920)). “The doctrine of equity
22 concerning undue influence is very broad, and is based upon principles of the highest morality. It
23 reaches every case, and grants relief ‘where influence is acquired and abused, or where confidence
24 is reposed and betrayed.’” *See*, Peardon at 333

25 Nevada imposes a fiduciary relationship on agents acting under a power of attorney, and
26 requires an agent acting under a power of attorney to act in good faith. *See*, NRS 162A.310
27 (1)(b)(“an agent that has accepted appointment shall... Act in good faith”); *See also*, Executive
28 Mgmt. Ltd. v. Ticor Title Ins. Co., 114 Nev. 823, 963 P.2d 465 (1998) (A fiduciary or confidential
 relationship exists when one reposes a special confidence in another so that the latter, in equity and

good conscience, is bound to act in good faith and with due regard to the interests of the one reposing the confidence.) In addition, an agent who has accepted appointment under the power of attorney shall:

(a) Act loyally for the principal's benefit

...

(f) Attempt to preserve the principal's estate plan, to the extent actually known by the agent, if preserving the plan is consistent with the principal's best interest based on all relevant factors, including:

- (1) The value and nature of the principal's property;
- (2) The principal's foreseeable obligations and need for maintenance;
- (3) Minimization of taxes, including income, estate, inheritance, generation-skipping transfer and gift taxes; and
- (4) Eligibility for a benefit, a program or assistance under a statute or regulation.

See, NRS 162A.310 (2)(a) and (2)(f).

Herein it is undisputed, Cary has admitted to acting as George's agent under the Amended POA Cary arranged to have drafted on February 5, 2018.⁶⁶ As George's agent and child, Cary held a dominate position with a host of fiduciary duties, not the least of which was to act for George's benefit *and preserve George's estate planning*, yet Cary did exactly the opposite. On January 23, 2019, Cary, a fiduciary operating under a durable power of attorney, had his elderly dependent father transfer his only remaining home and all of his furnishings within it.⁶⁷ On its face, the Special Directive gave Cary a 20% discount on the value of the Corta Bella Property,⁶⁸ while comparable values reveals it to be closer to a 50% discount. This is to say nothing of the hundreds of thousands, if not millions, of dollars in furnishings/personal property that Cary received at the same time. Meanwhile, Cary became the successor trustee the very same day with unfettered discretion to transfer all of George's assets away, and if anyone, *including George*, challenged it then Cary got 100% of the assets.

⁶⁶ *See*, Fn. 12 & 17.

⁶⁷ *See*, Exhibit 23.

⁶⁸ *Id.*, Section 3.

1 There was no benefit to George, the principle under the Amended POA,⁶⁹ of losing his
2 home and all of his furnishings which he used and relied upon every day of his life. George was a
3 vulnerable⁷⁰ and dependent adult⁷¹ which had been successfully isolated from Petitioner⁷² and
4 which made him particularly susceptible Cary's undue influence. Cary then continued the abuse,
5 using George's remaining funds in the Trust to continue paying for ongoing utilities and
6 maintenance of the Corta Bella Property despite Cary having transferred the home to himself on
7 January 24, 2019.⁷³ In every way the First Amendment was a massive detriment to George and an
8 unconscionable benefit to Cary.

9 In addition to the financial devastation above, George had a significant loss of rights due to
10 the changes to his original estate planning *which Cary was statutorily required to preserve as his*
11 *agent*. The original terms of George's (1) gave him an absolute right to all income and principle of
12 the Trust to be used for his care during his lifetime;⁷⁴ (2) gave him an absolute right to live in his
13 home rent free;⁷⁵ (3) had his Trust residuary split equally between him and Maureen's children;⁷⁶
14 and (4) had George's his three children acting as co-successor trustees,⁷⁷ which served as a check
15 on Cary's greed. The First Amendment and Special Directive resulted in the loss of substantial
16 amounts of Trust principal and made the remaining principle Trust that was to support George
17 subject to immediate and unconditional loss.⁷⁸ George lost the right to live rent free in the home,
18 because the Trust no longer owned the home.⁷⁹ The combined effect of all the furnishings being
19 transferred to Cary, as well as the personal property discretion, was to fundamentally alter the equal
20 distribution of the residuary envisioned under the Trust. Finally, Cary had achieved absolute and
21
22

23 ⁶⁹ or his old POA for that matter.

24 ⁷⁰ See, NRS 205.4629

25 ⁷¹ See, NRS 155.0937

26 ⁷² *Supra*

27 ⁷³ See, Exhibit 24.

28 ⁷⁴ See, Exhibit 1, Section 2.01 and Section 2.04.

⁷⁵ See, Exhibit 1, Section 2.05

⁷⁶ See, Exhibit 1, Section 4.01, Pg. 20-21 - Special Directive

⁷⁷ See, Exhibit 1, Section 9.01.

⁷⁸ See, Exhibit 23, Section 3.

⁷⁹ *Id.*

unquestioned control of George's life by being his POA, Trustee, and live in caregiver, a fate George had tried to fight off by completing his estate planning while he still had cognition.

Cary's fiduciary and unquestionably dominate position over George renders these First and Second Amendments presumptively void. Moreover, the facts establish undue influence even in the absence a presumption. *See, In re Estate of Bethurem*, 129 Nev. 869, 874, 313 P.3d 237, 241 (2013) ("Undue influence may also be shown in the absence of a presumption." *See, In re Estate of Bethurem*, 129 Nev. 869, 874, 313 P.3d 237, 241 (2013)).

2. Cary participated and/or paid for the First and Second Amendments.

Additionally and in the alternative, the First and Second Amendments are void because Cary materially participated in the formation of the dispositive provisions and/or paid for their drafting. A transfer instrument is presumptively void if it is to a transferee who is "a person who materially participated in formulating the dispositive provisions of the transfer instrument or paid for the drafting of the transfer instrument" *See, NRS 155.097(2)(c)*.

As Cary has repeatedly admitted, he arranged for each the documents to be created: the February 5, 2018 Will, the Amended POA, First Amendment and Special Directive, and the Second Amendment.⁸⁰ It is also believed, and therefore asserted, that Cary paid the attorney for each of these documents to be created.

3. The Will, First Amendment and Second Amendment were drafted by Cary's attorney Mrs. Hurtik

A transfer instrument is presumptively void if it is to a transferee who is:

- (a) The person who drafted the transfer instrument;
- (b) A caregiver of the transferor who is a dependent adult;
- (c) A person who materially participated in formulating the dispositive provisions of the transfer instrument or paid for the drafting of the transfer instrument; or
- (d) A person who is *related to, affiliated with or subordinate to any person described in paragraph (a), (b) or (c)*.

⁸⁰ *See, Opposition*, Pg. 11, Ln. 12-18.

1 *See*, NRS 155.097 (2) (emphasis added). “Related to, affiliated with or subordinate to any person”
2 includes: “An attorney ... for which the person is or was a client.” *See*, NRS 155.0945(5).

3 Herein, Mrs. Hurtik was acting as Cary’s attorney, despite the insistence that she was
4 operating as Maureen or George attorney. At a bare minimum, Mrs. Hurtik was not engaged by
5 either Maureen or George in 2017 when she was sending out threatening letters telling Petitioner to
6 bring Maureen’s separate assets back to the United States.⁸¹ She did not communicate with them or
7 meet with them in advance of the letter, because Petitioner was living with them at the time and
8 would have known it. The source of that information and the request for action came from Cary,
9 Mrs. Hurtik’s client. Mrs. Hurtik also admitted to meeting with and advising Tara and Cary in a
10 dispute over Maureen’s health care power of attorney. Months later, Cary admitted that Mrs.
11 Hurtik was advising him on how to deal with Petitioner’s personal belongings. At each phase after
12 the 2015 estate planning, Mrs. Hurtik has been acting as Cary’s attorney.

13 Now, Mrs. Hurtik held undeniable conflict of interests which should have kept her from
14 getting involved. For example, Maureen did not want her separate property returned to the US and
15 had even asked Mrs. Hurtik to draft a separate property trust for her, which Mrs. Hurtik never
16 completed. Cary wanted the separate property brought back to the US, and convinced Mrs. Hurtik
17 to write letters designed to pressure Maureen and Petitioner to bring the property back to the US.
18 Similarly, Mrs. Hurtik’s conflict should have prevented her from stepping into a dispute between
19 the three joint durable powers of attorney over George and Maureen, but she acted nevertheless
20 when she sent out letters to care providers on behalf of Cary and Tara. Mrs. Hurtik has been
21 conflict, undaunted and acting as Cary’s attorney since at least 2017. The result is the Will, First
22 Amendment and Second Amendment are void.

23 4. The Trust Amendments Are Invalid Because George Lacked Capacity

24 Alternatively, George lacked the necessary capacity to execute the First Amendment and
25 Second Amendment. Nevada trusts are contracts and court must employ contractual principals
26 when construing them. *See*, NRS 111.707; *See Also*, Matter of W.N. Connell & Marjorie T.
27

28 ⁸¹ *See*, Exhibit 28.

Connell Living Tr., dated May 18, 1972, 134 Nev. 613, 616, 426 P.3d 599, 602 (2018). In Nevada, “[n]o one can be bound by contract who has not legal capacity to incur at least voidable contractual duties” *See, Gen. Motors v. Jackson*, 111 Nev. 1026, 1031, 900 P.2d 345, 348 (1995); *see also, In re Carlotta D. Martin Living Tr.*, 461 P.3d 879 (Nev. 2020) (“ In construing a trust, we strive to give effect to the settlor's intent, employing contract principles such as considering the trust as a whole and favoring an interpretation that is fair and reasonable.”) “[A] natural person who manifests assent to a transaction has full legal capacity to incur contractual duties thereby unless he is (a) under guardianship, or (b) an infant, or (c) mentally ill or defective, or (d) intoxicated.” *See, Gen. Motors* at 348. “The term “mentally defective” in the context of entering into a contract. ‘[w]here one of the parties, for any reason, is incapable of understanding the force and effect of the alleged agreement.’ *Id.* at 349 (citing, Restatement (Second) of Contracts § 12 (1981)). Accordingly, “the capacity to contract involves a person's inability to understand the terms of an agreement, not his [or her] actual understanding.” *Id.*

Testamentary capacity exists when the testator (1) understands the nature of the act he is doing, (2) recollects and understands the nature and situation of his property, and (3) recognizes his relations to the persons who would inherit via intestacy. *See, In re Lingenfelter's Estate*, 241 P.2d 990, 997 (Cal. 1952). “Testamentary capacity is always presumed to exist unless the contrary is established.” *See, Moore v. Anderson Zeigler Disharoon Gallagher & Gray, P.C.*, 135 Cal. Rptr. 2d 888, 900 (Ct. App. 2003) (citation omitted).

Herein, George lacked both contractual and testamentary capacity as he could not have understood the nature and act of what he was doing. George was a ninety-five-year-old dependent adult less than ten months away from dying by end stage senile degeneration of the brain.⁸² George was noted as having mental cognition problems as far back as 2016, with physician assistants⁸³, family members⁸⁴, and financial advisors⁸⁵ all noticing substantial cognition problems. George was on powerful medications designed to ameliorate, but not eliminate the effects of his Alzheimer's for

⁸² *See*, Exhibit 13.

⁸³ *See*, Exhibit 14

⁸⁴ *See*, Exhibit 14 and 16.

⁸⁵ *See*, Exhibit 15.

years before the First Amendment and Second Amendment.⁸⁶ George was often in a fog of confusion and had severe short term memory issues.⁸⁷ The Duckworth Trust was a complex twenty-seven page document, and the First Amendment was sinisterly complex, giving away all of George's furnishings and personal belongings, worth over a million dollars, without so much as identifying their value.⁸⁸ George unknowingly made himself homeless while continuing to make all payments on the house as if he still owned it. On top of all this, George had suffered from severe macular degeneration for years which made it impossible for him to have even read the First Amendment or Second Amendment.⁸⁹

Next, the face of the First Amendment shows George did not know the value of his estate. The First Amendment undervalues his Corta Bella Property by approximately three hundred thousand dollars.⁹⁰ When required to list the value in the home under penalty of perjury on the Declaration of Value, George listed nothing.⁹¹ It was also bizarre that George would express the value of his Corta Bella Property, but fail to value the furnishings that he was transferring which greatly exceed the value of the home.⁹² George did not act as if he realized he had transferred away his home considering that his Trust continued to pay for all the expenses of ownership from utilities, to maintenance, to HOA fees. George was also an individual, that since 2016, was unable to understand his finances despite multiple attempts from multiple people trying to explain it to him, even when George was actively trying to write the information down.

The combined objective evidence demonstrates that George could not have had capacity to execute the First Amendment and the Second Amendment, and Petitioner is confident that testimony elicited from his caregivers around the time of the amendments would undoubtedly reveal the same.

B. CARY MUST BE REMOVED AS SOLE TRUSTEE AS A RESULT OF INVALID APPOINTMENT FIDUCIARY BREACHES

⁸⁶ See, Exhibit 16 and Exhibit 17.

⁸⁷ See, Exhibit 15.

⁸⁸ See, Exhibit 23, Section 3.

⁸⁹ See, Exhibit 16, Exhibit 17.

⁹⁰ See, Exhibit 23; *c.f.* Exhibit 24.

⁹¹ See, Exhibit 25 (Although the document is signed by Kenneth Burns, as the Principal George was responsible for the information within)

⁹² *Id.*

1 If the Court agrees that the First Amendment and Second Amendment are invalid, then it
2 should, at a minimum, appoint Tara, Cary and Petition as joint trustees. However, the better option
3 is to remove Cary as a trustee in his entirety as a result of the fiduciary breaches identified above,
4 including: the financial exploitation of George; the undue influence he exerted to obtain the First
5 Amend and Second Amendment to the Trust; and the misuse of Trust funds for his personal
6 expenses.

7
8 **C. THE TRUSTEE CANNOT ADVOCATE FOR A POSITION BENEFITING
HIMSELF AS A BENEFICAIKY**

9 The Nevada Supreme Court has recently ruled that a trustee breaches their fiduciary duties
10 “when she advocated as trustee for a trust interpretation favoring herself as beneficiary.” *See Ahern*
11 *v. Montoya (In re Connell Tr.)*, 393 P.3d 1090, 1094 (Nev. 2017). Herein, there can be no doubt
12 that Cary’s is advocating for a trust position that only benefits him as a fiduciary, where it is how
13 much personal property he gets, the validity of documents which benefited only him, or a twisted
14 interpretation of the First Amendment and Second Amendments “no contest” clause. Since Cary
15 cannot help but have a breach of fiduciary duty, it is appropriate to name an independent trustee
16 until the court has resolved this issue, and an independent trustee who can account for *all* of the
17 assets of the trust.

18 **D. EVEN IF THE AMENDMENTS PETITIONER DID NOT PERFORM ACTS
19 JUSTIFYING FORFUTURE OF HER INHERITNANCE RIGHTS**

20 A no-contest clause “express[es] a directive to reduce or eliminate the share allocated to a
21 beneficiary ... if the beneficiary takes action to frustrate or defeat the settlor’s intent as expressed in
22 the trust.” *See*, NRS 163.00195(6)(a). If triggered, a no-contest clause generally “must be enforced
23 by the court.” *See*, NRS 163.00195(1). “Whether there has been a ‘contest’ within the meaning of a
24 particular no-contest clause depends upon the circumstances of the particular case and the language
25 used.” *See, Johnson v. Greenelsh*, 47 Cal.4th 598, 100 Cal.Rptr.3d 622, 217 P.3d 1194, 1198 (2009)
26 (internal quotations omitted). No-contest clauses exist to “protect estates from costly and time-
27 consuming litigation and minimize the bickering over the competence and capacity of testators, and
28 the various amounts bequeathed.” *See, Russell v. Wachovia Bank, N.A.*, 370 S.C. 5, 633 S.E.2d

722, 725-26 (2006) (internal quotation marks omitted). Still, “[t]he law abhors a forfeiture.” *See, Organ v. Winnemucca State Bank & Trust Co.*, 55 Nev. 72, 77, 26 P.2d 237, 238 (1933). Therefore, “[a]lthough no contest clauses are enforceable and favored by the public policies of discouraging litigation and preserving the transferor’s intent, they are nevertheless strictly construed and may not be extended beyond their plainly intended function.” *See, Johnson*, 100 Cal.Rptr.3d 622, 217 P.3d at 1198; *See also Ivancovich v. Meier*, 122 Ariz. 346, 595 P.2d 24, 30 (1979); *Saier v. Saier*, 366 Mich. 515, 115 N.W.2d 279, 281 (1962).

Assuming arguendo they are valid, neither the First Amendment nor Second Amendment allude to a caveat as being grounds to invoke the “no contest” clause. The amendments state:

For purposes of the Incontestability provisions of Section 7.02 above, any action commenced in the United Kingdom by a beneficiary of this Trust with respect to property owned there by the deceased Trustor, MAUREEN D. DUCKWORTH, that seeks to have such property (or the proceeds of sale of such property) to be distributed in any manner other than provided for by the intestacy laws of the United Kingdom shall be considered a contest of the provisions of this Trust.

Petitioner has taken no action to have her mother’s property distributed in a way that deviates from intestacy laws. Instead Petitioner filed a “caveat” which was a hold, and she did so prior to even being made aware of the First Amendment. After the August 14, 2019 letter from Cary’s counsel reveal notifying her that a *renewal* of her “caveat” or disputing of the “warning off” would be deemed a contest, she took no further action. Cary has produced no evidence in his Opposition that shows her taking any further action after the August 14, 2019 letter was sent. Thus, she did not provoke the “no contest” clauses of the later, dubious, amendments.

WHEREAS, Petitioner request from this Court,

- A. An Order from this Court taking jurisdiction of the Trust
- B. An Order compelling Cary to give a full account of Trust assets
- C. An Order removing Cary and appointing an independent trustee;
- D. An Order declaring the First Amendment and Second Amendment to the Trust void;

- 1 E. An Order removing Cary as the Trustee and appointing Petitioner; alternative an Order
2 removing Cary and appointing an independent trustee;
3 F. An Order finding that Petitioner did not violate the “no contest” provisions of the later
4 amendments.
5 G. An Order for Cary to pay Petitioners Attorney Fees and Cost incurred in bringing this
6 matter;
7 H. An Order opening discovery and setting an evidentiary hearing; and
8 I. On Order for others such relief as the Court deems proper.
9

10 DATED this 21st day of August, 2020.

11 JERIMY KIRSCHNER & ASSOCIATES, PLLC
12

13 /s/Jerimy L. Kirschner, Esq. _____
14 JERIMY L. KIRSCHNER, ESQ.
15 Nevada Bar No. 12012
16 5550 Painted Mirage Rd., Suite 320
17 Las Vegas, NV 89149
18 Telephone:(702) 563-4444
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VERIFICATION

I, KYLA DUCKWORTH, declare that:

1. Supplement To Petition To Compel Proper Accounting And To Compel Turnover Of Trust Documents; AND Response To Counter-Petition

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


Kyla Duckworth

EXHIBIT 13

STATE OF NEVADA

CERTIFICATION OF VITAL RECORD

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

CASE FILE NO. 4114287

2019022817
STATE FILE NUMBER

TYPE OR
PRINT IN
PERMANENT
BLACK INK

DECEDENT

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

PARENTS

DISPOSITION

TRADE CALL

CERTIFIER

REGISTRAR

CAUSE OF
DEATH

CONDITIONS IF
ANY WHICH
GAVE RISE TO
IMMEDIATE
CAUSE
STATING THE
UNDERLYING
CAUSE LAST

1a. DECEASED NAME (FIRST, MIDDLE, LAST, SUFFIX) George Michael DUCKWORTH		2. DATE OF DEATH (Mo/Day/Year) November 16, 2019		3a. COUNTY OF DEATH Clark	
3b. CITY, TOWN, OR LOCATION OF DEATH Las Vegas		3c. HOSPITAL OR OTHER INSTITUTION (Name; if not either, give street or apt. no.) Nathan Adelson Hospice-Tenaya Hospice Facility (HFS)		4. SEX Male	
5. RACE (Specify) White		6. Hispanic Origin? Specify No - Non-Hispanic		7a. AGE - Last Birthday (Years) 95	
8. STATE OF BIRTH (If not US/CA, name country) Missouri		9b. CITIZEN OF WHAT COUNTRY United States		10. EDUCATION 13	
11. SOCIAL SECURITY NUMBER 3584		12. USUAL OCCUPATION (Give kind of work done during most of life) Owner		13. DATE OF BIRTH (Mo/Day/Year) June 26, 1924	
14a. RESIDENCE - STATE Nevada		14b. COUNTY Clark		14c. CITY, TOWN OR LOCATION Las Vegas	
15a. STREET AND NUMBER 1829 Costa Bella Drive		15b. KIND OF BUSINESS OR INDUSTRY HOTEL/CASINO		15c. Ever in US Armed Forces? Yes	
16. FATHER/PARENT - NAME (First, Middle, Last, Suffix) Charles J RICH			17. MOTHER/PARENT - NAME (First, Middle, Last, Suffix) Evelyn MCGRATH		
18a. INFORMANT - NAME (Type or Print) Cary DUCKWORTH			18b. MAILING ADDRESS (Street or R.F.D. No., City or Town, State, Zip) 1829 Costa Bella Drive Las Vegas, Nevada 89134		
19a. BURIAL, CREMATION, REMOVAL, OTHER (Specify) Entombment			19b. CEMETERY OR CREMATORY - NAME Palm Downtown Cemetery		
20a. FUNERAL DIRECTOR - SIGNATURE (Or Person Acting as Such) JENNA DAUNT			20b. FUNERAL DIRECTOR LICENSE NUMBER FD661		
20c. NAME AND ADDRESS OF FACILITY Palm Mortuary-Downtown			20d. ADDRESS OF FACILITY 1325 North Main Street Las Vegas NV 89101		
21a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title) MIKE Y JEONG DO					
21b. DATE SIGNED (Mo/Day/Year) November 20, 2019		21c. HOUR OF DEATH 12:45		22a. DATE SIGNED (Mo/Day/Year)	
21d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)		21e. PRONOUNCED DEAD (Mo/Day/Year)		22b. PRONOUNCED DEAD AT (Hour)	
23a. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, ATTENDING PHYSICIAN, MEDICAL EXAMINER, OR CORONER) (Type or Print) Mike Y Jeong DO 3150 N Tenaya Las Vegas, NV 89128				23b. LICENSE NUMBER DO1024	
24a. REGISTRAR (Signature) NANCY BARRY		24b. DATE RECEIVED BY REGISTRAR (Mo/Day/Year) November 21, 2019		24c. DEATH DUE TO COMMUNICABLE DISEASE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
25. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).) End Stage Senile Degeneration Of The Brain					
25a. DUE TO, OR AS A CONSEQUENCE OF:					
25b. DUE TO, OR AS A CONSEQUENCE OF:					
25c. DUE TO, OR AS A CONSEQUENCE OF:					
25d. DUE TO, OR AS A CONSEQUENCE OF:					
PART II OTHER SIGNIFICANT CONDITIONS-Conditions contributing to death but not resulting in the underlying cause given in Part I.					
26a. ACC. BY OTHER MEAN, UNDER OR PENDING INVEST. (Specify)		26b. DATE OF INJURY (Mo/Day/Year)		26c. HOUR OF INJURY	
26d. INJURY AT WORK (Specify Yes or No)		26e. PLACE OF INJURY: At home, farm, street, factory, office building, etc. (Specify)		26f. DESCRIBE HOW INJURY OCCURRED	
26g. LOCATION		26h. STREET OR R.F.D. No.		26i. CITY OR TOWN	
26j. STATE		26k. ZIP CODE			

LOCAL REGISTRAR

VRS Rev 20120523a

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

Registrar of Vital Statistics

DATE ISSUED:

NOV 26 2019

This Copy not valid unless prepared on engraved border displaying date, seal and signature of Registrar.
SOUTHERN NEVADA HEALTH DISTRICT • P.O. Box 3902 • Las Vegas, NV 89127 • 702-759-1010 • Fax ID # 88-0151573

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



EXHIBIT 14

To Whom This May Concern,

6/9/2016

George Duckworth has been my patient since the beginning of 2016 and it is in my medical judgment that he regularly requires physical assistance with daily activities of living due to age-related physical debility as well as mild decreased cognition. Contact me with any questions. Thank you.

Marcos Gomez, PA-C

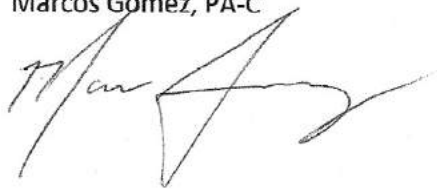
A handwritten signature in black ink, appearing to read 'Marcos Gomez', with a stylized flourish at the end.

EXHIBIT 15

RE: Thank you for the letter

From: Kisat, Mansoor (Mansoor.Kisat@morganstanley.com)

To: kmd118@yahoo.com

Date: Thursday, June 16, 2016, 12:57 PM PDT

Hi. Kyla

Truly appreciate all your efforts, I know and understand how frustrating this is for you, When I spoke to him he tried to write the information down, could not follow the number and got upset with me as he was getting frustrated. I did not take his anger personally as I knew the history.

I did suggest that maybe he should have you or your brother get involved in this but he adamantly refused, When I suggested that maybe your wife can help, he started to bad mouth her, so I cut the conversation short and went the letter route.

I will call him later today as they want to debit his account to clear up this matter.

Thanks again for your help.

Regards,

All your accounts. Any institution. One view. Learn more - watch the three minute OneView Video

Mansoor Kisat

Financial Planning Specialist

Senior Vice President

Morgan Stanley - Wealth Management

3993 Howard Hughes Parkway

Suite 800

Las Vegas NV 89169

Tel 702-792-2045

Tel 800-247-2265

Fax 702-369-3434

mansoor.kisat@morganstanley.com

NMLS#1431032

-----Original Message-----

From: Kyla Duckworth [mailto:kmd118@yahoo.com]

Sent: Thursday, June 16, 2016 12:32 PM

To: Kisat, Mansoor (Wealth Mgmt MS)

Subject: Thank you for the letter

Hi Mansoor,

Thank you for sending the letter to my Dad. I have tried my very best to explain it to him but to no avail. Tragically, he is having some severe cognition problems and he is just not understanding it. He gets easily frustrated with and angry (at me) which makes me very sad and overwhelmed, so I have had to walk away from this. I just wanted to give you a heads up and let you know I have tried my very best to resolve this. He said he may be calling you.

Take care,

Kyla

Sent from my iPhone

Important Notice to Recipients:

Please do not use e-mail to request, authorize or effect the purchase or sale of any security or commodity. Unfortunately, we cannot execute such instructions provided in e-mail. Thank you.

10/18/2019

Yahoo Mail - RE: Thank you for the letter

The sender of this e-mail is an employee of Morgan Stanley Smith Barney LLC ("Morgan Stanley"). If you have received this communication in error, please destroy all electronic and paper copies and notify the sender immediately. Erroneous transmission is not intended to waive confidentiality or privilege. Morgan Stanley reserves the right, to the extent permitted under applicable law, to monitor electronic communications. This message is subject to terms available at the following link: <http://www.morganstanley.com/disclaimers/mssbemail.html>. If you cannot access this link, please notify us by reply message and we will send the contents to you. By messaging with Morgan Stanley you consent to the foregoing.

EXHIBIT 16

FYI

From: Tara Kassity (tkassity@surewest.net)

To: kmd118@yahoo.com; cary@star7vegas.com; Diane.Varney@cbvegas.com

Cc: daniel.kassity@partners.mcd.com

Date: Sunday, February 11, 2018, 02:27 PM PST

Here is a current list/history of Dads medical issues.

Thanks,

Tara

Tara Kassity



Virus-free. www.avast.com



George Duckworth Medical Recap.xlsx

George Duckworth
1829 Corta Bella Drive
Las Vegas,NV 89134
DOB [REDACTED]

ALLERGIES
Seroquel or any anti-psychotic, Advil, Codeine, Delautid/Morphine
NOTES:
Metabolizes meds very slowly, lingering affects of confusion and anxiety from anesthesia or heavy pain killers or sedatives

*Current Primary Care Doctor-Amanda Aydin with Visiting Medical Clinic 702-749-9979

Home Health & PT provided by Encompass Home Health 702-384-1962

CURRENT MEDS

		Morning	Mid-Morning	Afternoon	With Dinner	Before Bed
(1) Preservision Eye Vitamin Areds2	macular degeneration	X			X	
(1) Docusate Sodium stool softener 100mg	blocked bowels in past	X			X	
(1) Vitamin D-3 - 5000 IU	low levels in past	X				
(1) Folic Acid (Deplin) 1 mg	low iron level	X				
Miralax (17mg)	blocked bowels in past		X	X		
(1) 81 mg Ecotrin Aspirin	preventative				X	
(1) Finasteride 5 mg	prescribed after prostate cancer 2010				X	
(1) Tamsulosin .4mg	prescribed after prostate cancer 2010				X	
(1) Memantine 5mg	Prescribed 2017 by Dr Thummala -short term issues					X
(1) Gabapentin 100mg	Neuropathy in legs					X
(1) Amitriptyline 50 mg	restless legs					X

SURGERIES/TREATMENTS/CONDITIONS

PHYSICIAN

CONTACT

1972 Gall Bladder removed	General Surgeon in Los Angeles	
1995 Left knee replaced with Titanium	Ortho in San Diego CA	
2009 blood clot in left lung - dissolved with meds	Dr Thummala	702-952-2140
2010 Cyberknife on left lung lobe -(adenocarcinoma) one lesion	Dr Sinopoli-Comp Cancer Center	702-952-2140
2010 Prostate radiation	Dr Sinopoli-Comp Cancer Center	702-952-2140
2014 Hermia Surgery	Dr Wydell Williams	702-383-4040
2014 Bowel Resection/ Ileus	Dr Wydell Williams	
2011-present low white blood cell following pelvic radaition, has recd shot	Dr Thummala	702-952-2140
Ongoing shots in both eyes for wet and drymacular degeneration	Dr Kwong Lee/ Nevada Retina Ctr	702-732-4500
Poor kidney function- not on dialysis	Dr Jeffrey Ryu	702-727-3099
Has been told he is pre-diabetic by home health	Home Health through Encompass	
High Blood pressure in past (just stopped meds)	Home Health through Encompass	
MTHFR Gene Mutation C677T (tested because daughter has it)	Home Health through Encompass	
Dermatology - basal cell, melanoma, squamous, keratosis	Dr Nate Morgan	702-255-6647
Cardiology - High Triglycerides in past	Dr Cuong Nguyen	702-360-7600
Routine Dentistry	Dr James Saycich	702-367-9599
Routine eye exam - Shepard eye clinic		702-781-2088

EXHIBIT 17

Brian Wood

GEORGE DUCKWORTH - DOB: [REDACTED]

1829 CORTA BELLA DRIVE, LAS VEGAS, NV 89134

Share any questions or concerns you have with your health care team.

LVS - LAS VEGAS, NV, (702) 384-1962

Branch Contact: TINA HINZE, RN

Dates of Service: 02/11/2018 - 04/11/2018			Visit Frequency/Schedule					
Week	Week Dates	Skilled Nurse	Physical Therapist	Occupational Therapist	Speech Therapist	Medical Social Worker	Home Health Aide	Other
Week: 1	02/11/2018 to 02/17/2018	1	2		1			
Week: 2	02/18/2018 to 02/24/2018	1	2					
Week: 3	02/25/2018 to 03/03/2018	1	2					
Week: 4	03/04/2018 to 03/10/2018							
Week: 5	03/11/2018 to 03/17/2018	1						
Week: 6	03/18/2018 to 03/24/2018							
Week: 7	03/25/2018 to 03/31/2018	1						
Week: 8	04/01/2018 to 04/07/2018							
Week: 9	04/08/2018 to 04/14/2018	1						

Allergies: NO KNOWN ALLERGIES

Current Medications					
Medicine name and how to take	Strength of medicine	How much to take	When to take	Reason to take	Notes: Agency Administered
Alprazolam Oral	0.25 mg	1Tab	2 Times Daily	Relaxant	N
Amitriptyline Oral	25 mg	1Tab	Daily	Anti Depressant	N
Aspir-81 Oral	81 mg	1Tab	Daily	Blood Thinner	N

GEORGE DUCKWORTH - DOB: [REDACTED]

1829 CORTA BELLA DRIVE, LAS VEGAS, NV 89134

Share any questions or concerns you have with your health care team.

LVS - LAS VEGAS, NV, (702) 384-1962

Current Medications						
Medicine name and how to take	Strength of medicine	How much to take	When to take	Reason to take	Notes:	Agency Administered
Benzonatate Oral	100 mg	1 Cap	3 Times Daily - Take Only As Needed	Cough		N
Ferrous Sulfate Oral	325 mg (65 mg iron)	1 Tab	2 Times Daily	Iron Supplement		N
Finasteride Oral	5 mg	1 Tab	Daily	For Bph		N
Folic Acid Oral	1 mg	1 Tab	Daily	Supplement		N
Levalbuterol Hcl Inhalation	0.63 mg/3 mL	1 Vial	Every 6 Hours	Breathing	Every 6 Hours While Awake.	N
Memantine Oral	5 mg	1 Tab	Daily	For Dementia		N
Miralax Oral	17 gram	17Gm	2 Times Daily	Fiber		N
Preservision Areds 2 Oral	1tab	1Tab	Daily	Supplement		N
Stool Softener Oral	100 mg	1Tab	2 Times Daily	Stool Softener		N
Tamsulosin Oral	0.4 mg	1Tab	Daily	For Bph		N
Vitamin B Complex Oral	1tab	1Tab	Daily	Supplement		N
Vitamin D3 Oral	5,000 unit	1Tab	Daily	Supplement		N
Zyrtec Oral	10 mg	1Tab	Daily	Anti Allergy		N

Patient Instructions Report

GEORGE DUCKWORTH - DOB: [REDACTED]

1829 CORTA BELLA DRIVE, LAS VEGAS, NV 89134

Share any questions or concerns you have with your health care team.
LVS - LAS VEGAS, NV, (702) 384-1962

Treatments

PHYSICAL THERAPIST

Physical therapy to be provided

Physical therapy: balance training exercises

Physical therapy: gait training and/or home walking program

Physical therapy: strength training

EXHIBIT 18

SHM- Summerlin Hospital Medical Center
657 Town Center Drive
Las Vegas, NV 89144-6367
(702) 233-7000

Patient Summary

Visit Summary For MAUREEN DUCKWORTH

We would like to thank you for allowing us to assist you with your healthcare needs. Our entire staff strives to provide an excellent experience for our patients and their families. The following includes information regarding your visit.

Age: 80 years **Sex:** Female **DOB:** [REDACTED] **MRN:** 4136759
Address: 1829 CORTA BELLA DR LAS VEGAS, NV 891346144
Home: [REDACTED] **Work:** -- **Mobile:** --
Primary Care Provider: Aydin, Amanda L APRN
Race: White **Ethnicity:** Non-Hispanic
Language: ENG-English
Health Plan: --

Discharge Diagnoses

Abdominal distension (R14.0)
Abdominal pain (R10.9)
Acute UTI (N39.0)
Acute encephalopathy (G93.40)
Acute onset sepsis (A41.9)
Acute pain (R52)
Anticoagulated on Coumadin (Z51.81)
Atrial fibrillation (I48.91)
C. difficile colitis (A04.7)
Chest wall trauma (S29.9XXA)
Debility (R53.81)
Diarrhea (R19.7)
Metabolic encephalopathy (G93.41)
Pneumonia (J18.9)
Severe sepsis (R65.20)

Encounter Type:Inpatient

Discharge Date/Time:

Patient Name: DUCKWORTH, MAUREEN
MRN: SHM4136759

FIN: SHM0000014816656

3 of 35
01/31/2018 18:46:42

Provider Information:

Primary Care Provider:

Name: Aydin, Amanda L APRN

Phone: (702)749-9979

Attending Physician: Alim MD, Khwaja S

Comment:

Call your physician if symptoms worsen, pain occurs and/or it is not relieved by medication, or fever greater than 100 degrees. If you have persistent vomiting, chest pain, or difficulty breathing seek immediate medical attention.

The physicians and staff of SHM- Summerlin Hospital Medical Center encourage you to lead a healthy lifestyle. If you smoke, we strongly urge you to quit. Contact your local American Lung association for additional information.

DUCKWORTH, MAUREEN has been given the following list of patient education materials, prescriptions and follow-up instructions:

Allergies

Percocet 10/325

Dilaudid-HP

MEDICATION INFORMATION

Below is the list you should now take at home after discharge. Do not stop taking these medications unless advised by your Primary Care Physician. If there are medications not on this list you have questions about, please contact your Primary Care Physician.

Discharge Medications

Home Medications

acetaminophen (acetaminophen 325 mg oral tablet) 650 mg, 2 Tabs, Oral, q4H, PRN: Pain (1-3)/Fever, 0 Refill(s)

albuterol (Proventil HFA 90 mcg/inh inhalation aerosol) 2 Puffs, Inhalation, QID, PRN: for wheezing, 25 gm, 0 Refill(s)

baclofen (baclofen 10 mg oral tablet) 10 mg, 1 Tabs, Oral, q8H, PRN: as needed for muscle spasm, 0 Refill(s)

cholecalciferol (cholecalciferol 1000 intl units oral tablet) 5,000 Intl_units, 5 Tabs, Oral, Daily, 0 Refill(s)

cyanocobalamin (cyanocobalamin 1000 mcg/mL injectable solution) 1,000 mcg, 1 mL, IntraMuscular, q30days, 0 Refill(s)

dronedarone (Multaq 400 mg oral tablet) 400 mg, 1 Tabs, Oral, BID, 0 Refill(s)

Patient Name: DUCKWORTH, MAUREEN
MRN: SHM4136759

FIN: SHM0000014816656

4 of 35
01/31/2018 18:46:42

DULoxetine (Cymbalta 60 mg oral delayed release capsule) 60 mg, 1 Caps, Oral, qHS, 90 Caps, 0 Refill(s)

fluticasone nasal (fluticasone 50 mcg/inh nasal spray) 100 mcg, 2 Sprays, Nasal, BID, 0 Refill(s)

gabapentin (gabapentin 100 mg oral capsule) 100 mg, 1 Caps, Oral, qHS, 0 Refill(s)

hydrocodone-acetaminophen (Norco 5 mg-325 mg oral tablet) 1 Tabs, Oral, TID, for 1 Days, PRN: Pain 4 - 6 (Moderate), 3 Tabs, 0 Refill(s)

ipratropium-albuterol (albuterol-ipratropium 2.5 mg-0.5 mg/3 mL Inh Sol) 3 mL, NEB, RT q6H, PRN: Shortness of Breath, 0 Refill(s)

levothyroxine (levothyroxine 50 mcg (0.05 mg) oral tablet) 50 mcg, 1 Tabs, Oral, qAM, 0 Refill(s)

metroNIDAZOLE (metroNIDAZOLE 500 mg/100 mL intravenous solution) 500 mg, 100 mL, IV Piggyback, q8H, 0 Refill(s)

ondansetron (ondansetron 2 mg/mL injectable solution) 4 mg, 2 mL, IV Push, q4H, PRN: Nausea/Vomiting, 0 Refill(s)

vancomycin (vancomycin 25 mg/mL oral liquid) 500 mg, 20 mL, Oral, q6H Interval, 0 Refill(s)

warfarin (warfarin 5 mg oral tablet) 5 mg, 1 Tabs, Oral, qSunday, 0 Refill(s)

Below is a list of medications you were taking at home before your visit, during your hospital stay and new prescriptions. The list provides an explanation of what changes were made to those medications.

New Medications

OTC, No Rx, Other Medications

acetaminophen (acetaminophen 325 mg oral tablet) 2 Tabs By Mouth Every 4 hours as needed Pain (1-3)/Fever.

cyanocobalamin (cyanocobalamin 1000 mcg/mL injectable solution) 1 Milliliter Intramuscular Every 30 days.

fluticasone nasal (fluticasone 50 mcg/inh nasal spray) 2 Sprays Nasal Inhalation 2 Times a Day.

gabapentin (gabapentin 100 mg oral capsule) 1 Capsules By Mouth at Bedtime.

ipratropium-albuterol (albuterol-ipratropium 2.5 mg-0.5 mg/3 mL Inh Sol) 3 Milliliter Nebulized inhalation (aerosol) every 6 hours as needed Shortness of Breath.

metroNIDAZOLE (metroNIDAZOLE 500 mg/100 mL intravenous solution) 100 Milliliter Intravenous Piggyback Every 8 hours

ondansetron (ondansetron 2 mg/mL injectable solution) 2 Milliliter IV Push Every 4 hours as needed Nausea/Vomiting.

vancomycin (vancomycin 25 mg/mL oral liquid) 20 Milliliter By Mouth Now and Every 6 hours.

Medications to Continue Taking That Have Changed

Printed Prescriptions

START: **hydrocodone-acetaminophen (Norco 5 mg-325 mg oral tablet)** 1 Tabs By Mouth 3 Times a Day as needed Pain 4 - 6 (Moderate) for 1 Days. Refills: 0.

OTC, No Rx, Other Medications

START: **cholecalciferol (cholecalciferol 1000 intl units oral tablet)** 5 Tabs By Mouth Daily.

START: **warfarin (warfarin 5 mg oral tablet)** 1 Tabs By Mouth Every Sunday.

Continued Medications (No Change)

OTC, No Rx, Other Medications

albuterol (Proventil HFA 90 mcg/inh inhalation aerosol) 2 Puffs Inhalation 4 Times a Day as needed for wheezing. Refills: 0.

baclofen (baclofen 10 mg oral tablet) 1 Tabs By Mouth Every 8 hours as needed as needed for muscle spasm.

dronedarone (Multaq 400 mg oral tablet) 1 Tabs By Mouth 2 Times a Day.

DULoxetine (Cymbalta 60 mg oral delayed release capsule) 1 Capsules By Mouth at Bedtime.

levothyroxine (levothyroxine 50 mcg (0.05 mg) oral tablet) 1 Tabs By Mouth Every AM.

No Longer Take the Following Medications

diphenhydramine (Benadryl 25 mg oral capsule) 1 Capsules By Mouth 3 Times a Day as needed as needed for allergy symptoms.

furosemide (furosemide 20 mg oral tablet) 1 Tabs By Mouth Every AM.

Patient's Own Med , Potassium Chloride 20meq/5ml. Give 7.5ml daily

Patient's Own Med #2 , Fluticasone Nasal Spray 2 Spray each nostril daily

Patient's Own Med #2 , Methylated B complex 1 tab bid

Medications on Hold (Contact Primary care provider with questions)

None

Immunizations

No Immunizations Documented This Visit

Comment:

Discharge Orders

Discharge Request

01/31/18 10:43:00 PST, Skilled Nursing Facility, Alim MD, Khwaja S

Disposition Arrangement Status:

Discharge Transportation Arrangement:

Transportation Provider:

Transportation Planned Date and Time:

Home Equipment Arrangement Status:N/A

EXHIBIT 19

R. GARDNER JOLLEY
WILLIAM R. URG
BRUCE L. WOODBURY
BRIAN E. HOLTHUS
DAVID J. MALLEY

OF COUNSEL
CHARLES T. COOK
MICHAEL R. ERNST
JOSEPH W. BROWN
ROBERT F. LIST

JOLLEY URG attorneys
WOODBURY & HOLTHUS at law

330 S. RAMPART BOULEVARD
SUITE 380
LAS VEGAS, NEVADA 89145
TELEPHONE (702) 699-7500
FACSIMILE (702) 699-7555

juwlaw.com

BOULDER CITY OFFICE

1000 NEVADA WAY
SUITE 105
BOULDER CITY, NEVADA
89005
(702) 293-3674

BARBARA YAMAMOTO
OFFICE ADMINISTRATOR

July 27, 2020

Via Email – jerimy@jkirschnerlaw.com and U.S. Mail

Jerimy Kirschner, Esq.
JERIMY KIRSCHNER & ASSOCIATES PLLC
5550 painted Mirage Road, #320
Las Vegas, NV 89149

**Re: In the Matter of the Duckworth Family Trust, Dated March 12, 2015
Case No.: P-20-103183-T**

Dear Mr. Kirschner

I was disappointed in your response in that both of my previous letters where I discussed the matter I proposed that we should try to resolve it. Instead, you chose in your letter to take a hostile attitude stating what a horrible person Cary is and attacking the accounting even though it was prepared by the accountant and finalized by Mr. Burns. Then you chose to attack Mr. Burns although he's deceased mentioning that his estate planning practice are under review by not only Kyla but other people keep in mind my letter merely disagreed with your comments in your July 2nd letter.

I don't agree at all with you five points set forth on page 2. I find number 5. especially offensive especially when you blame Mr. Burns claiming that in February of 2018 Cary arranged for George to amend his Estate Planning to benefit Cary. The fact is the only document created was a Power of Attorney prepared by Carrie Hurtik. George, Cary and Tara were very upset that against the wishes of all of them that Kyla removed Maureen from the residence against the wishes of all of the family members, including Maureen. Ms. Hurtik had previously advised all three siblings that they should use the monies from the English bank accounts and a refusal to do so would be a violation of their fiduciary duty. Kyla still refused to allow the release of any monies from the English bank accounts. George ask Ms. Hurtik to prepare a Power of Attorney removing Kyla and keeping Cary and Tara as the co-holders of the power. Ms. Hurtik previously sent correspondence to the three siblings advising them the parents was out of monies and recommended they use the monies in the English bank accounts. Ms. Hurtik was very upset at Kyla because Kyla refused to provide monies from the English bank accounts to pay the bills of George and Maureen which forced them to sell the bonds owned by them at a loss.

Jeremy Kirschner, Esq.

July 27, 2020

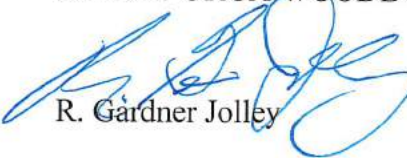
Page | 2

Based upon your latest letter it is clear this matter will have to be litigated which I think is a waste of time. I just spent four years winning a case where I represented a Trustee where I tried to convince the attorney in the beginning to resolve the matter prior to first hearing date but I was unsuccessful. We were in trial for 11 days and after I won the case it was subject to numerous appeals and motions and the final ruling was entered in June of this year. As a result, most of the funds in the Trust were used to pay Trustee fees and costs whereby the ones who would have received the assets were left with nominal amounts consisting of the beneficiaries who chose to attack the Trustee.

As far as requesting an extension, I noted in the beginning that by letter you had requested a continuance from Mr. Burns on January 29, 2020 two days before the hearing although you notified Mr. Burns on December 10, 2019 that you had been retained by Kyla. Although normally, I would have made a phone call to another attorney, keep in mind I have never previously dealt with you and didn't know what you would consider normal procedure since everything I saw relating to you was in writing.

Yours truly,

JOLLEY URGAL WOODBURY & HOLTHUS



R. Gardner Jolley

RGJ/nt

cc: Cary Duckworth – via email

EXHIBIT 20

Morgan Stanley

February 7, 2018



002925 MSHRROA1 000000 137 160
MSL FBO GEORGE M & MAUREEN D
DUCKWORTH TTEES DUCKWORTH FAMILY
TRUST U/A/D 03-12-15
1829 CORTA BELLA DRIVE
LAS VEGAS NV 89134-6144

MANSOOR KISAT
Financial Advisor
702-792-2000
www.morganstanley.com

ACCOUNT NUMBERS: [REDACTED] 273
[REDACTED] 887

PLEASE REVIEW | CHANGE OF CONTACT INFORMATION

Morgan Stanley is committed to providing you with timely information about any changes that may affect your account.

What you need to know:

A change of email address and/or telephone number has recently been processed for your account(s). For your protection, we are sending you this confirmation to verify that you requested the change(s) below and that the information is correct.

Please note that any change indicated below will not affect your Morgan Stanley Online access or eDelivery preferences.

What you need to do:

Please review these details carefully and contact us with any questions.

If you would like to update your email address associated with Morgan Stanley Online, or to update your eDelivery preferences, please visit www.morganstanley.com/online.

However, if your change was to add, delete or modify a mobile number and you subscribe to text messages from Morgan Stanley Online, those messages have been disabled.

- To re-enable text messages, please go to Morgan Stanley Online, access the Services Menu, then select Manage Alerts followed by Delivery Preferences. Here you will need to re-accept texting Terms and Conditions when you choose SMS as a delivery method.

Phone Numbers on Record for GEORGE M DUCKWORTH

[REDACTED] 3382 [REDACTED] 3660 [REDACTED] 4598

Email Address on Record for GEORGE M DUCKWORTH

GDUCKWORTH@cox.net

We value you as a client and thank you for the opportunity to serve your financial needs.

EXHIBIT 21

Deckworth, George & Kim - Cortabella HOA

Save & New - Save & Close

Insert Format Text

General Limited List Details All Fields Residents Vehicle Information Activities Certificates

Unlimited List P.O. Show

Communicate

Picture Categorize Follow Up Callings

ABC Snelling Contact Notes

Priority OneNote

Resident Name: Duckworth, George & Kim

File As: Duckworth, George & Kim

Homeowner name: Duckworth, George & Kim

Status of house: occupied by owner

Resident Address: 1829 Costa Bella

Home: [REDACTED] 353

Cell 1: [REDACTED] 0263 (PAT CALL #1 ST)

Cell 2: [REDACTED] 333 (Kyla)

Business:

Emergency Contact:

Emergency Contact 2:

Emergency Contact 3:

Other #:

(NOTE) > PAT VAN HOLTON IS LIVING @ THE DUCKWORTH'S (PRIVATE NURSE) CW 602-576-0263

(NOTE) > ADMIT LOLA, ADALINE & MARIA (CARE GIVERS) AT ALL TIMES

DO NOT LET KYLA DUCKWORTH ONTO PROPERTY SHE DRIVES A GREY JEEP GRAND CHEROKEE WITH CA PLATES SJCE892 JEEP WILL HAVE A CB STICKER CALL CARY IF SHE ARRIVES ON PROPERTY

6/22 > ADMIT POD ACR APPROVED

Categories...

0235

EXHIBIT 22

Re: Tara and Cary

From: Tara's Surewest (tkassity@surewest.net)

To: kmd118@yahoo.com

Cc: cary@star7vegas.com

Date: Friday, March 2, 2018, 02:21 PM PST

Thank you for your email Kyla.

It reiterates what I said yesterday... that CJ and I have taken over all aspects of Dads care.

I know it has been a lot for you and I am appreciative for what you have done.

I was hoping that Maria, Lola or Adeline could help out from time to time because Dad enjoys them.

Thanks,
Tara

Tara

Sent from Tara Kassity's iPhone

██████████ 1424

tkassity@surewest.net

On Mar 2, 2018, at 1:38 PM, Kyla Duckworth <kmd118@yahoo.com> wrote:

Tara and Cary,

As you both know, I have dedicated the last four plus years of my life to caring for every need health and otherwise of Mom and Dad, by myself. I have been away from home taking care of Mom by myself 24/7 since Jan 20 2018, first in critical care at Summerlin Hospital and now at Las Ventanas Skilled Nursing. I have continued to do my best by myself, to manage Dad's healthcare remotely, including scheduling and communicating with caregivers, managing his home health, addressing and assisting with his health issues, including requesting X-rays, blood work, urine tests, making sure his prescriptions are filled, etc etc etc. Regardless of the fact that I haven't been living at home for over a month now, I have found and continue to find myself a perpetual target of almost daily criticism and false accusations and am confronted with and held responsible for issues and problems at home that I have no control over. I have been advised that it is in my best interest to remove myself immediately from responsibility for all aspects of Dad's healthcare, safety, well being, illnesses known and unknown.

I will no longer choose, schedule, manage or monitor (the actions and behaviors of) Dad's caregivers. I will no longer pay for Dad's caregivers out of my personal banking account as I have been doing for some time now due to insufficient funds in the family bank account.

In response to your accusations about "shenanigans", going on in the house and violent tendencies of caregivers, please be advised that all caregivers for Dad have been cancelled. I am asking Lola to leave the house immediately.

Sent from my iPhone

EXHIBIT 23

**SPECIAL DIRECTIVES
OF
GEORGE M. DUCKWORTH**

I, GEORGE M. DUCKWORTH, a resident of Clark County, State of Nevada, being of lawful age, sound and disposing mind and memory, and not acting under duress, fraud or undue influence, hereby make, publish and declare this to be my Special Directive, and I incorporate this into THE DUCKWORTH FAMILY TRUST.

FIRST

I declare that the natural objects of my affection are:

- 1) My daughter - TARA ELYZE KASSITY;
- 2) My daughter - KYLA MICHELE DUCKWORTH; and
- 3) My son - CARY JAY DUCKWORTH.

All references in this agreement to "my children" are references to these children. References to "my descendants" are to my children and their descendants. I specifically omit Diane Varney and any of her "issue," including but not limited to Shane P. Varney and Beau J. Varney, from receiving any assets from my estate.

SECOND

I direct that all estate and inheritance taxes payable as a result of my death, not limited to taxes assessed on property, shall be paid out of the residue of my Estate, and shall not be deducted or collected from any Legatee, Devisee or Beneficiary hereunder.

THIRD

My late wife MAUREEN and I both desired to treat our children equally and provided for our son to receive the sum of Three Hundred Thousand Dollars (\$300,000) to compensate for inheritance received by our two (2) daughters from their grandmother, EVELYN RICH, since our son was not born at the time her provisions were made and he did not share in the inheritance from his grandmother. I intend to transfer my residence at 1829 Corta Bella Drive, Las Vegas, Nevada 89134 to CARY J. DUCKWORTH contemporaneous with the execution of this amendment. The residence was appraised at a fair market value of \$598,000 as of June 16, 2018. For purposes of this distribution to CARY, he shall be considered to have received a distribution of 80% of the fair market value to account for selling costs, etc., for a total distribution of \$478,400 to CARY with \$300,000 to be treated as the equalizing distribution for our daughters receiving the inheritance from their grandmother and \$178,400 shall be treated as an advancement of his one-third distribution of the residuary estate. Further, it is my intent to give all

household furnishings to CARY contemporaneous with the transfer of the residence, but the transfer of such furnishings shall not be considered an advancement and his share shall not be reduced by the value of such items.

FOURTH

My daughter KYLA is to receive the one-half interest in the residence located at 1627 Hinson Street, Las Vegas, NV 89102, (in which this Trust has a 50% interest) which was appraised of a total value of \$360,000 on June 16, 2018, with the trust's one-half interest being \$180,000. For purposes of the distribution to KYLA will be valued at 80% of the fair market value with a resulting value for distribution purposes of \$144,000 and to be part of her one-third distribution of the residuary estate.

Further, KYLA was made a co-signatory on certain bank or financial accounts in the United Kingdom belonging as separate property of my late wife, MAUREEN. To the extent these accounts were transferred to KYLA following MAUREEN's death, such amounts shall be treated as an advancement toward her one-third share of the residuary. KYLA will need to provide the Trustee with account balance received by her and the failure of KYLA to provide evidence through account statements or other documentation, KYLA will be treated as having received an advancement of \$350,000 from the account in the United Kingdom.

Further, the accounts that KYLA receives in the United Kingdom may be subject to estate, death or inheritance taxes in the United Kingdom and any such tax required to be paid by MAUREEN's estate in the United Kingdom with respect to those accounts shall be considered an advancement toward her one-third share of the residuary.

FIFTH

5.1 Upon my death (my wife having predeceased me) and subject to accounting for the advancements set forth above and the distribution of the two properties to CARY and KYLA, the remainder of my estate shall be split equally between my three children:

TARA ELYZE KASSITY
KYLA MICHELE DUCKWORTH
CARY JAY DUCKWORTH

Subject, however, to the Incontestability provisions of Sections 7.02 and 7.05, the violation of which shall eliminate such beneficiary from sharing in this Trust.

- a) If a child or grandchild is not named they shall receive nothing from my estate. My grandchildren are as follows:

OLIVIA DUCKWORTH
ASHLEY DUCKWORTH
LAUREN KASSITY
CHASE KASSITY

- b) Should TARA ELYZE KASSITY predecease me then TARA ELYZE KASSITY's share of my estate shall pass equally to my grandchildren as listed below. If a child or grandchild is not named they shall receive nothing from TARA ELYZE KASSITY's share of my estate.

LAUREN KASSITY
CHASE KASSITY

- c) Should KYLA MICHELE DUCKWORTH predecease me then KYLA MICHELE DUCKWORTH's portion of my estate shall pass to my grandchildren as listed below. If a child or grandchild is not named they shall receive nothing from KYLA MICHELE DUCKWORTH's portion of my estate.

OLIVIA DUCKWORTH
ASHLEY DUCKWORTH
LAUREN KASSITY
CHASE KASSITY

- d) Should CARY JAY DUCKWORTH predecease me then CARY JAY DUCKWORTH's portion of my estate shall pass equally to my grandchildren as listed below. If a child or grandchild is not named they shall receive nothing from CARY JAY DUCKWORTH's portion of my estate.

OLIVIA DUCKWORTH
ASHLEY DUCKWORTH

- e) The inheritance that these grandchildren receive will be managed by RACHEL L. SHELSTAD, who shall be appointed as Trustee of the "grandchildren's trust" should their parents predecease me. The grandchildren shall not receive any inheritance until they attain the age of twenty-five years (25) old.

...

...

IN WITNESS WHEREOF, the Surviving Trustor and the Surviving Trustees has
executed this First Amendment to the Trust Agreement on this 23rd day of
January, 2019.

George M. Duckworth
GEORGE M. DUCKWORTH, Surviving
Trustor & Surviving Trustee

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On January 23, 2019, before me, the undersigned, a Notary Public
in and for said County and State, personally appeared GEORGE M. DUCKWORTH,
known to me to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he executed the same.

Lynn H. Warren
Notary Public in and for said County and
State

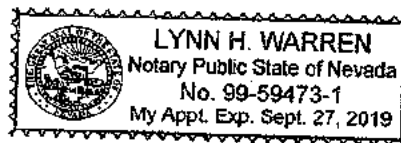
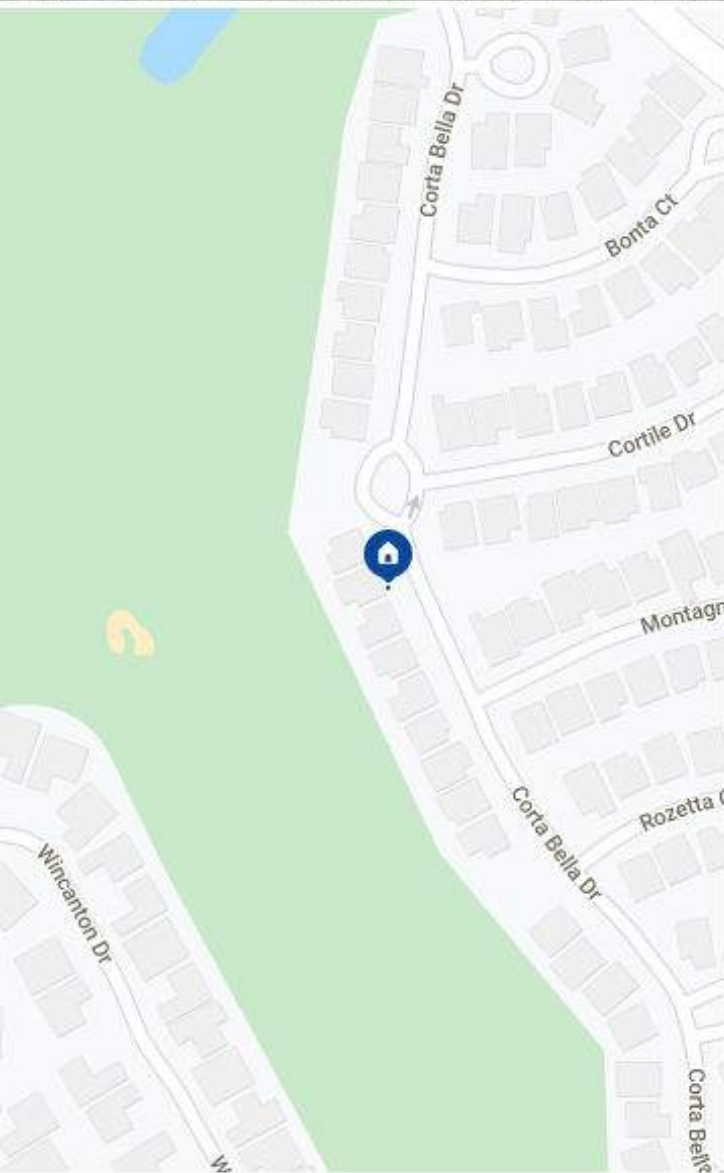


EXHIBIT 24



© 2020 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency



3 bd | 3.5 ba | 4,034 Square Feet

1829 Corta Bella Dr, Las Vegas, NV 89134

● Off market | Zestimate®: \$913,591 | Rent Zestimate®: \$4,282/mo

Est. refi payment: \$4,683/mo [Get current rates](#)

[Home value](#) [Owner tools](#) [Home details](#) [Neighborhood details](#) [Similar homes](#)

Local tax assessments

\$882,347

Local Home Values ▾

1 year 5 years **10 years**



■ RENTAL ZESTIMATE : \$4,282/mo

[Close](#)

EXHIBIT 25

Inst #: 20190124-0000481

Fees: \$40.00

RPTT: \$0.00 Ex #: 007

01/24/2019 09:31:36 AM

Receipt #: 3615950

Requestor:

KOLESAR & LEATHAM, CHTD.

Recorded By: KVHO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

A.P.N. 138-20-314-004

RECORDATION REQUESTED BY:

Kenneth A. Burns, Esq.
KOLESAR & LEATHAM
400 South Rampart Boulevard, Suite 400
Las Vegas, NV 89145

**MAIL TAX STATEMENTS TO AND
WHEN RECORDED, MAIL TO:**

CARY J. DUCKWORTH
1829 Corta Bella Drive
Las Vegas, NV 89134-6144

R.P.T.T. \$ -0-

GRANT, BARGAIN and SALE DEED

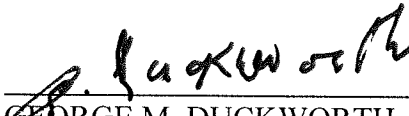
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GEORGE M. DUCKWORTH, as Surviving Trustee of the Duckworth Family Trust, does hereby GRANT, BARGAIN and SELL to CARY J. DUCKWORTH, a married man as his sole and separate property, the real property situate in the County of Clark, State of Nevada, described as follows:

Lot SIXTY-TWO (62) in Block Three (3) of CORTA BELLA AT SUMMERLIN BY COLEMAN HOMES PHASE 2, as shown by map thereof on file in Book 58 of Plats, Page 24, in the Office of the County Recorder of Clark County, Nevada.

SUBJECT TO:

- 1) All general and special taxes for the current fiscal year.
- 2) Covenants, conditions, restrictions, rights of way, easements, and reservations of record, if any.

TOGETHER with all tenements, hereditaments, and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.




GEORGE M. DUCKWORTH, as Surviving
Trustee of the Duckworth Family Trust

STATE OF NEVADA

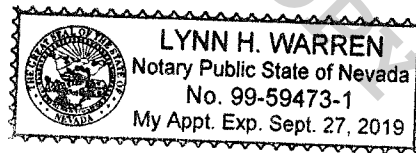
COUNTY OF CLARK

} ss:

On January 23, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared GEORGE M. DUCKWORTH, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Notary Public in and for said County
and State



**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a. 138-20-314-004
b. _____
c. _____
d. _____

2. Type of Property:

- a. ☐ Vacant Land b. ☒ Single Fam. Res.
c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
g. ☐ Agricultural h. ☐ Mobile Home
Other _____

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3.a. Total Value/Sales Price of Property

\$ _____

b. Deed in Lieu of Foreclosure Only (value of property (_____)

c. Transfer Tax Value: \$ _____

d. Real Property Transfer Tax Due \$ _____

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section 07

b. Explain Reason for Exemption: Declarant is transferring said real property from
Duckworth Family Trust, without consideration.

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Kenneth A Burns Capacity: Attorney

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Duckworth Family Trust

Address: 1829 Corta Bella Drive

City: Las Vegas

State: NV Zip: 89134-6144

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Cary J. Duckworth

Address: 1829 Corta Bella Drive

City: Las Vegas

State: NV Zip: 89134-6144

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)

Print Name: Kenneth A. Burns

Escrow # Accommodation

Address: 400 South Rampart Blvd., #400

City: Las Vegas

State: NV Zip: 89145

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 26

Today

From: Tara Kassity (tkassity@surewest.net)

To: rshelstad@hurtiklaw.com; cary@star7vegas.com; kmd118@yahoo.com

Date: Saturday, January 31, 2015, 09:30 AM PST

Hi Rachel,

I just received a "top secret" call from my Dad regarding the meeting today. He said my Mom feels as though today's meeting is aimed towards her. He asked that we "tread lightly". I told him that this meeting is to protect them, especially the surviving spouse. It's about being smart and making sure that we can provide for them with their money.

My Mom thinks we are all going to tell her what to do, and how much money she can spend. I know CJ has shared with you about their volatile relationship especially when it comes to money. CJ and I think it might disarm my Mom a bit if the first part of the meeting was regarding England, and that my Dad sat that out (he won't have a problem with that). If you can assure her that you are trying to protect her and her future she might feel more comfortable.

I explained to my Dad that "with everything going on", they have to move swiftly. If one of them passed today, the other one would basically go into financial lockdown. I think they both need to hear (from you) that they are currently in a very precarious spot. I want them to realize this is not about us kids getting their money. It's about them using their money to enjoy the rest of their life, and be provided for in an appropriate manner. If they don't cooperate, their final years could be a disaster...for all of us.

I feel bad that we have you in this position, but my parents both adore you, and I know they will listen to your voice of reason. They really have no clue how screwed up this all is. I think they believe they did "all the right things" with Burr and Gamage and that they are covered. They don't believe it when Cary and I are telling them all the documents are conflicting and nothing was ever transferred in the trust. They think it's all ok.

Talk to you at 12.

Tara

EXHIBIT 27

RE: Signed Retainer Agreement for George and Maureen Duckworth

From: Tara Kassity (tkassity@surewest.net)
To: CHurtik@hurtiklaw.com
Cc: cary@star7vegas.com; kmd118@yahoo.com
Date: Thursday, March 12, 2015, 07:56 AM PDT

Hi Carrie,

I apologize that this retainer has not been paid. My parents are actually paying it. I was just signing on their behalf as they do not have email.

I will speak with my Dad this morning and ask him to bring in a check as I believe they are signing today. We truly appreciate all of your and Rachel's efforts.

Sincerely,

Tara Kassity

From: Carrie Hurtik [mailto:CHurtik@hurtiklaw.com]
Sent: Thursday, March 12, 2015 7:25 AM
To: Tara Kassity
Subject: FW: Signed Retainer Agreement for George and Maureen Duckworth

Hi Tara,

Attached is a credit card payment information sheet, as well as the retainer agreement that was previously sent to you at the beginning of February, can you please take care of this today. My understanding was that you would be paying the retainer, if this is incorrect please let me know.

This has been handled a little differently than we normally handle a matter, as I gave a discount, as you are Rachel's family and we usually have the retainer paid prior to doing any work. Your parents have executed the wills and power of attorneys and will be in this afternoon to execute the Trust.

We will still have to do a separate Trust for your mother's separate property and take care of potentially a will and trust for Marilyn to ensure the house that she is in is protected as well.

If you have any questions, you may certainly call me, I am in the office today. Thank you!

Sincerely,

Carrie E. Hurtik, Esq.

Carrie E. Hurtik, Esq.

HURTIK LAW & ASSOCIATES

7866 West Sahara Avenue

Las Vegas, Nevada 89117

(702) 966-5200 Telephone

(702) 966-5206 Facsimile

churtik@hurtiklaw.com

www.hurtiklaw.com

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From: Carrie Hurtik
Sent: Monday, February 09, 2015 10:44 AM
To: 'Tara Kassity '
Cc: Rachel Shelstad
Subject: RE: Signed Retainer Agreement for George and Maureen Duckworth

Thank you Tara, Not sure who I am supposed to send this to for payment of the retainer, so I am forwarding to you. Once we have the drafts done we will set up a time to go over and sign, with notaries and witnesses at your parents house. If you have any questions, let me know!

Sincerely,

Carrie

Carrie E. Hurtik, Esq.

HURTIK LAW & ASSOCIATES

7866 West Sahara Avenue

Las Vegas, Nevada 89117

(702) 966-5200 Telephone

(702) 966-5206 Facsimile

churtik@hurtiklaw.com

www.hurtiklaw.com

PRIVACY NOTICE - This E-Mail message and any documents accompanying this transmission may contain privileged and/or confidential information and is intended solely for the addressee(s) named above. If you are not the intended addressee/recipient, you are hereby notified that any use of, disclosure, copying, distribution, or reliance on the contents of this E-Mail information is strictly prohibited and may result in legal action against you. Please

reply to the sender advising of the error in transmission and immediately delete/destroy the message and any accompanying documents, or immediately call (702) 966-5200 to arrange for return via U.S. postal delivery at our expense. Thank you.

From: Tara Kassity [<mailto:tkassity@surewest.net>]

Sent: Saturday, February 07, 2015 5:34 PM

To: Carrie Hurtik; Rachel Shelstad

Cc: Cary Duckworth

Subject: Signed Retainer Agreement fro George and Maureen Duckworth

Thanks You,

Tara

EXHIBIT 28

HURTIK LAW & ASSOCIATES

ATTORNEYS AT LAW
7866 WEST SAHARA AVENUE
LAS VEGAS, NEVADA 89117
(702) 966-5200 TELEPHONE
(702) 966-5206 FACSIMILE
Writer's e-mail address: churtik@hurtiklaw.com

August 31, 2017

Via Certified Mail and electronic mail

Kyla Duckworth
1829 Corta Bella Drive
Las Vegas, Nevada, 89134

Cary Duckworth
2105 Henniker Way
Las Vegas, NV 89134

Tara Kassity
9200 Silverwood Ct.
Granite Bay, CA 95746

Re: **George and Maureen Duckworth**

Dear Kyla, Cary and Tara;

This correspondence is being sent to you as I understand that the financial situation for your parents has deteriorated rapidly over the last few years and that ***their assets*** which are to be used solely for **both** their care and well-being are compromised. Please understand that you are all "Co-Attorney's in fact, pursuant to your parent's wishes, and you have an ethical and fiduciary duty to act in their best interests. **As such, you all have a duty to ensure that the estate assets are being used not for any personal gain, or personal bills other than bills for your parents care and benefit.**

It is my understanding that the 2016 tax return has not been filed at this time and the latest date this is to be filed is October 15, 2016. The accountant, Diane Short will need to be provided the items she requested in her May 25, 2017 email.

This information should be provided no later than September 10, 2017 to the accountant so that no penalties are incurred, or an issue arises wherein the Internal Revenue Service would decide to Audit all of the records. This could seriously harm your parent's financial situation and no one should want that to occur.

Furthermore, I understand that Diane Short, met with you and your parents on May 17, 2017 and advised that you need to keep the bonds intact, as this is Thirty-Thousand Dollars and Zero Cents (\$30,000.00) of tax free income annually which is in jeopardy at this time. My understanding is that the balance owed on the bonds currently is Four Hundred Eighty Thousand Dollars (\$480,000.00) and that the account does not have ample funds for the September 1, 2017 payment. If the payment is not made on time, or cannot be paid the Bonds could be called and the entire amount would have to be paid in full. Thus, the income would be lost and another asset would have to pay the bonds. This is fiscally not a good move and disasterous for tax purposes and cash flow.

Additionally, it is my understanding that the credit card has not been paid and is over fifteen (15) days late, which affects your parents credit; this again is not a situation that should be happening and needs to be remedied.

The accountant has reviewed everything and provided an analysis of what financially needs to be done to ensure that your parents are protected from large tax liability and to ensure they have the funds to pay for necessities and care for the last years of their lives. Diane has advised that the condominium should not be sold or mortgaged at this time, which would result into dire tax consequences due to the cost basis. The house is paid in full and no liens should encumber the home as your parents may need funds in the future from this source and they do not have the means to pay any liens placed on the properties.

It has been advised that the funds in England be immediately brought over to stop the bleeding that is currently occurring in overdrafts and improper budgeting of your PARENT'S funds. It is my understanding the checking account is overdrawn by approximately Three Thousand Dollars (\$3,000.00). The CD should be broken immediately, as the fee to release the funds is minor compared to the disaster that is currently occurring. All funds from Lloyds and Barclay need to be brought over to your parent's accounts in the States. The amount in the Barclay accounts I understand is around Two Hundred and Fifty Thousand Dollars US (\$250,000.00) and Lloyds should be around One Hundred and Fifty Dollars US (\$150,000.00) according to Diane Short's email dated May 30, 2017.

This correspondence is to advise you all that anyone who is grossly negligent and is putting their best interests in front of the care of your parents can be held legally responsible for depletion of the funds meant to care for your parents during their lifetime. Since all of you were appointed jointly to make decisions that were for the good of your parents and further tasked with the responsibility to appoint professionals if you could not manage things responsibly, I suggest you begin doing so. If the above-referenced steps are not taken by September 10, 2017, I believe that action should be taken to appoint a receiver or Guardian over the Estate to ensure that correct decisions are being made and the estate is not depleted further.

It is disconcerting to say the least that joint decisions are not being made for the benefit of your parents, my clients are your parents and my sole interest is for their well-being please take the necessary steps together to fix the situation.

Sincerely,
HURTIK LAW & ASSOCIATES

CARRIE E. HURTIK

CARRIE E. HURTIK, ESQ.

EXHIBIT 29

HURTIK LAW & ASSOCIATES

ATTORNEYS AT LAW
7866 WEST SAHARA AVENUE
LAS VEGAS, NEVADA 89117
(702) 966-5200 TELEPHONE
(702) 966-5206 FACSIMILE
Writer's e-mail address: churtik@hurtiklaw.com

April 30, 2018

Via Certified Mail and facsimile

Cleveland Clinic-
Lou Ruvo Center for Brain Health
Dr. Brent Bluett
888 West Bonneville Avenue
Las Vegas, NV 89106

Re: *Maureen Duckworth*

Dear Dr. Bluett:

This correspondence is to advise you that it is my understanding that Maureen Duckworth is under your care and that you have potentially been advised that the only information to be provided to the family is to Kyla Duckworth. As, both George and Maureen's attorney, I am gravely concerned about what is happening with regard to Maureen. Please find attached the current Power of Attorney that Maureen executed on March 6th, 2015. As you can clearly see the Power of Attorney for Health Care and Asset Management appoints Tara Kassity, Kyla Duckworth and Cary Duckworth as co-attorney's in fact.

In fact, Maureen's specific wishes were that all three of her children act jointly on her behalf and be involved in her care and protection, further if any of the three did not agree they would have to have an arbitrator make decisions.

At this juncture, one child is breaching all of her fiduciary duties to her mother, namely Kyla and we believe she has instructed that she is the only one to be apprised of her mother's condition and is making unilateral decisions for her mother. We believe that there is significant undue influence in this situation and are reaching out to the professional care givers so this situation does not continue. It is further my understanding that Maureen is not capable of making her own decisions at this juncture. We are requesting a meeting with you to discuss Maureen's prognosis and the potential care decisions that need to be made for the future.

It is my understanding that despite several attempts from Tara Kassity, Ms. Duckworth's other Power of Attorney, your office has not responded to Ms. Kassity. Please advise if you would be willing to arrange a meeting or conference call with the Powers of Attorney for Maureen Duckworth, at your earliest convenience.

HURTIK LAW & ASSOCIATES

April 30, 2018

Page 2 of 2

Thank you in advance for your cooperation. It is disconcerting to say the least that joint decisions are not being made for the benefit of Maureen.

Sincerely,

HURTIK LAW & ASSOCIATES

CARRIE E. HURTIK, ESQ.

Enclosures

Cc: Tara Kassity

Cary Duckworth

HURTIK LAW & ASSOCIATES

ATTORNEYS AT LAW
7866 WEST SAHARA AVENUE
LAS VEGAS, NEVADA 89117
(702) 966-5200 TELEPHONE
(702) 966-5206 FACSIMILE
Writer's e-mail address: churik@hurtiklaw.com

April 30, 2018

Via Certified Mail and facsimile

Jonathan Boyar, Executive Director
David Conway, Health Care Administrator
Las Ventanas at Summerlin
10401 W. Charleston Blvd.
Las Vegas, NV 89135

Re: **Maureen Duckworth**

Dear Mr. Boyar and Mr. Conway:

This correspondence is to advise you that it is my understanding that Maureen Duckworth is under your care and that you have potentially been advised that the only information to be provided to the family is to Kyla Duckworth. As, both George and Maureen's attorney, I am gravely concerned about what is happening with regard to Maureen. Please find attached the current Power of Attorney that Maureen executed on March 6th, 2015. As you can clearly see the Power of Attorney for Health Care and Asset Management appoints Tara Kassity, Kyla Duckworth and Cary Duckworth as co-attorney's in fact.

In fact, Maureen's specific wishes were that all three of her children act jointly on her behalf and be involved in her care and protection, further if any of the three did not agree they would have to have an arbitrator make decisions.

At this juncture, one child is breaching all of her fiduciary duties to her mother, namely Kyla and we believe she has instructed that she is the only one to be apprised of her mother's condition and is making unilateral decisions for her mother. We believe that there is significant undue influence in this situation and are reaching out to the professional care givers so this situation does not continue. It is further my understanding that Maureen is not capable of making her own decisions at this juncture. We are requesting a meeting with you to discuss Maureen's prognosis and the potential care decisions that need to be made for the future.

It is my understanding that despite several attempts from Tara Kassity, Ms. Duckworth's other Power of Attorney, your office has not responded to Ms. Kassity or Mr. Duckworth. Please advise if you would be willing to arrange a meeting with the Powers of Attorney for Maureen Duckworth, and

HURTIK LAW & ASSOCIATES

April 30, 2018

Page 2 of 2

the care givers at Las Ventanas at your earliest convenience. Thank you in advance for your cooperation. It is disconcerting to say the least that joint decisions are not being made for the benefit of Maureen.

Sincerely,

HURTIK LAW & ASSOCIATES

CARRIE E. HURTIK, ESQ.

Enclosures

Cc: Tara Kassity

Cary Duckworth

HURTIK LAW & ASSOCIATES

ATTORNEYS AT LAW
7866 WEST SAHARA AVENUE
LAS VEGAS, NEVADA 89117
(702) 966-5200 TELEPHONE
(702) 966-5206 FACSIMILE
Writer's e-mail address: churtik@hurtiklaw.com

April 30, 2018

Via Certified Mail and facsimile

Dr. Mike Y. Jeong
Geriatric Medical Associates of Nevada
9811 W. Charleston Blvd. Ste. 2-304
Las Vegas, NV 89117

Re: **Maureen Duckworth**

Dear Dr. Jeong:

This correspondence is to advise you that it is my understanding that Maureen Duckworth is under your care and that you have potentially been advised that the only information to be provided to the family is to Kyla Duckworth. As, both George and Maureen's attorney, I am gravely concerned about what is happening with regard to Maureen. Please find attached the current Power of Attorney that Maureen executed on March 6th, 2015. As you can clearly see the Power of Attorney for Health Care and Asset Management appoints Tara Kassity, Kyla Duckworth and Cary Duckworth as co-attorney's in fact.

In fact, Maureen's specific wishes were that all three of her children act jointly on her behalf and be involved in her care and protection, further if any of the three did not agree they would have to have an arbitrator make decisions.

At this juncture, one child is breaching all of her fiduciary duties to her mother, namely Kyla and we believe she has instructed that she is the only one to be apprised of her mother's condition and is making unilateral decisions for her mother. We believe that there is significant undue influence in this situation and are reaching out to the professional care givers so this situation does not continue. It is further my understanding that Maureen is not capable of making her own decisions at this juncture. We are requesting a meeting with you to discuss Maureen's prognosis and the potential care decisions that need to be made for the future.

It is my understanding that despite several attempts from Tara Kassity, Ms. Duckworth's other Power of Attorney, your office has not responded to Ms. Kassity. Please advise if you would be willing to arrange a meeting with the Powers of Attorney for Maureen Duckworth, and

HURTIK LAW & ASSOCIATES

April 30, 2018

Page 2 of 2

the care givers at Las Ventanas at your earliest convenience. Thank you in advance for your cooperation. It is disconcerting to say the least that joint decisions are not being made for the benefit of Maureen.

Sincerely,

HURTIK LAW & ASSOCIATES

CARRIE E. HURTIK, ESQ.

Enclosures

Cc: Tara Kassity

Cary Duckworth

EXHIBIT 30

I, Kyla Duckworth, declare that, to the best of my knowledge and belief, the following transcription of a voicemail left on my cell phone on April 30th, 2018 by attorney Carrie Hurtik, is true and accurate.

Transcription of Carrie Hurtik Voicemail
April 30th, 2018
(2:17 - 2 minutes and 17 seconds long)

"Kyla this is Carrie Hurtik. We had an appointment today with your sister and your brother. You may think-- I understand that you're sick... um, we could do a conference call or whatever, but you are not the power of attorney. You all three are together, that was the wishes of your mother and father, they were very strong on those wishes that it was all three of you and one person would not be ramrodding the rest of them and they were concerned that you were going to be the one ramrodded. It seems to me that you're not playing fairly and I think you -- that you need to call me back because you're heading down a path that I would seek counsel if I were you. It's time to quit playing games. Your moms health is at risk, and your dad is at risk, you're also playing with their assets because maybe you don't understand, MediCare has recovery rights when somebody is in long term care and that means they can go after people things when they have money and your mom and dad have more than one house with significant assets. So, you are playing with things that you don't even know what you're doing. Um -- I would appreciate a phone call. You don't need to tell your sister and brother that you've been calling me back and I don't call you back because that's not true -- I'm not playing games anymore. I represent your mother and father's rights and you have done nothing but hinder their care. Just because you stick your mother in a nursing home and you've got caregivers, that's not care. And the other issue is why are you paying for a caregiver, depleting their assets, when she's in a long-term care facility? That makes no sense to me. None of the decisions you've made have made sense at all, except the money -- the significant money has been disappearing. and that's all traceable whether you think it is or not, and whether or not your father or anyone else wants to go after you. I'm not here to... um... go after you right now but I am here to tell you that you need to start coming to the table or you need to probably get an attorney. Please call me back 702- 966-5200."

Transcription Accuracy Approved By:

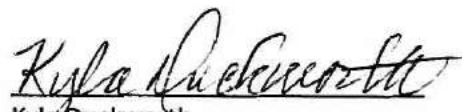

Kyla Duckworth
8/20/20
Date

EXHIBIT 31

2015

JANUARY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
28	29	30	31	1	2	3	4
				5	6	7	8
				9	10	11	12
				13	14	15	16
				17	18	19	20
				21	22	23	24
				25	26	27	28
				29	30	31	

2015

FEBRUARY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	2	3	4	5	6	7	8
9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	

2015

MARCH

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	2	3	4	5	6	7	8
9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	

2015

APRIL

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
29	30	31	1	2	3	4	5
6	7	8	9	10	11	12	13
14	15	16	17	18	19	20	21
22	23	24	25	26	27	28	29
30	31						

2015

MAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Notes
26	27	28	29	30	1	2	Lab work Sund. 10:00 to 11:00 AM and 1:00 PM to 2:00 PM
3	4	5	6	7	8	9	Can leave on Sat. 10:00 AM to 11:00 AM
							Can leave on Sat. 10:00 AM to 11:00 AM
10	11	12	13	14	15	16	Can leave on Sat. 10:00 AM to 11:00 AM
							Can leave on Sat. 10:00 AM to 11:00 AM
17	18	19	20	21	22	23	Can leave on Sat. 10:00 AM to 11:00 AM
							Can leave on Sat. 10:00 AM to 11:00 AM
24	25	26	27	28	29	30	Can leave on Sat. 10:00 AM to 11:00 AM

000001

2015

JUNE

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Notes
31	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30	1	2	3	4	

000042

2015

JULY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Notes
26	27	28	29	30	31	1	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31	1	

000001

2015

AUGUST

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Notes
30	31	1	2	3	4	5	
12	13	14	15	16	17	18	
25	26	27	28	29	30	31	

0270

000042

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
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24	25	26	27	28	29	30
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5
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27	28	29	30	31	1	2
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31	1	2	3	4	5	6
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21	22	23	24	25	26	27
28	29	30	31	1	2	3
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8

Week	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
28	29	30	1	2	3	4	5
6	7	8	9	10	11	12	13
14	15	16	17	18	19	20	21
22	23	24	25	26	27	28	29
30	31						

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	2	3	4	5	6	7
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

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30 Shirley AM MOM Richard After 3pm JAN 1 3pm NANCIE PM SHIRLEY AM	31 JUDY AM DAD 3:10 PM JAN 1 3pm Dad 3:10 PM NANCIE PM JUDY AM	1 Shirley AM MOM NANCIE PM JUDY AM	2 JUDY AM DAD 3:10 PM JAN 1 3pm Dad 3:10 PM NANCIE PM JUDY AM	3 JUDY AM DAD 3:10 PM JAN 1 3pm Dad 3:10 PM NANCIE PM JUDY AM	4 JUDY AM DAD 3:10 PM JAN 1 3pm Dad 3:10 PM NANCIE PM JUDY AM
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17 Shirley AM MOM Richard After 3pm JAN 1 3pm NANCIE PM SHIRLEY AM	18 JUDY AM DAD 3:10 PM JAN 1 3pm Dad 3:10 PM NANCIE PM JUDY AM	19 Shirley AM MOM NANCIE PM JUDY AM	20 JUDY AM DAD 3:10 PM JAN 1 3pm Dad 3:10 PM NANCIE PM JUDY AM	21 JUDY AM DAD 3:10 PM JAN 1 3pm Dad 3:10 PM NANCIE PM JUDY AM	22 JUDY AM DAD 3:10 PM JAN 1 3pm Dad 3:10 PM NANCIE PM JUDY AM
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8 Judy R. H.	9 Judy R. H.	10 Judy R. H.	11 Judy R. H.	12 Judy R. H.	13 Judy R. H.	14 Judy R. H.
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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
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2017

JANUARY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Notes
1	2	3	4	5	6	7	
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22	23	24	25	26	27	28	
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2017

FEBRUARY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Notes
29	30	31	1	2	3	4	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
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2017

MARCH

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Notes
26	27	28	1	2	3	4	
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2017

APRIL

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Notes
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2017							MAY
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Notes
30	1	2	3	4	5	6	
	Mom w/ Emily 11:50 AM	Mom - Rebecca Nursing Visit - Albert 2nd 2.6	Mom w/ Emily 11:15 OT	Dad w/ Dr. RYU 2:15	Mom w/ Emily OT 10:30		
7	8	9	10	11	12	13	
	Mom - Dad - Dr. Vignati w/ Nurade	Mom - INR w/ Albert	Mom w/ Emily	Mom 2:30 PM Nurade	Mom w/ Emily 12:15 PM		
14	15	16	17	18	19	20	
	Dad - tooth pated	Mom - INR w/ Albert 2.2	Diane Short meeting	Mom w/ Emily 1:30 PM	Mom w/ Emily 1:30 PM		
21	22	23	24	25	26	27	
		DAD - EYES LEE 1 PM	Mom w/ Emily		Mom w/ Dr. Blunt 10:30 AM		
28	29	30	31	1	2	3	
	Mom - Emily OT	* Visit	Mom w/ Emily 11:30 AM	Mom - Laurie 1:30 PM	Mom w/ Dr. Blunt 10:30 AM		

2017							JUNE
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Notes
28	29	30	31	1	2	3	
				Mom - Laurie 12 PM	Mom - Laurie 12 PM		
5	6	7	8	9	10	11	
	Mom - Dad - Amanda Visit	Mom - PT/DR w/ BGS	Mom - Emily OT 1 PM	Mom - PT/DR w/ BGS	Mom - 2:30 BGS		
12	13	14	15	16	17	18	
	Mom - Dad - Emily 10 AM	Mom - PT/DR w/ BGS	Mom - Emily OT 1 PM	Mom - PT/DR w/ BGS	Mom - 2:30 BGS		
19	20	21	22	23	24	25	
	Mom - Emily 10 AM	Mom - PT/DR w/ BGS	Mom - Emily OT 1 PM	Mom - PT/DR w/ BGS	Mom - 2:30 BGS		
26	27	28	29	30	1	2	
	Mom - Emily 10 AM	Mom - PT/DR w/ BGS	Mom - Emily OT 1 PM	Mom - PT/DR w/ BGS	Mom - 2:30 BGS		

2017							JULY
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Notes
23	24	25	26	27	28	29	
3	4	5	6	7	8	9	
	Mom - Brian 11/12 PT	Mom - Brian 11/12 PT	Mom - Brian 11/12 PT	Mom - Brian 11/12 PT	Mom - Brian 11/12 PT	Mom - Brian 11/12 PT	
10	11	12	13	14	15	16	
	Mom - Brian 11/12 PT	Mom - Brian 11/12 PT	Mom - Brian 11/12 PT	Mom - Brian 11/12 PT	Mom - Brian 11/12 PT	Mom - Brian 11/12 PT	
17	18	19	20	21	22	23	
	Mom - Brian 11/12 PT	Mom - Brian 11/12 PT	Mom - Brian 11/12 PT	Mom - Brian 11/12 PT	Mom - Brian 11/12 PT	Mom - Brian 11/12 PT	

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27	28	29	30	31	1	2	
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CAMBRIDGE

*CHECK FOR MENETTE MIB
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FEBRUARY 2018

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MARCH

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APRIL 2018

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APRIL

CAMBRIDGE

MAY 2018

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MAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 KEYS	2 EMERSON
3 EMERSON WENDE 19-12P	4 ELY	5 ELY	6 ELY	7 VANGIE	8 ELY WENDE	9 WENDE WENDE
10 ELY 10/11/11 124 hrs. 1am - 7am	11 ELY WENDE	12 WENDE WENDE ELY	13 WENDE ELY	14 WENDE WENDE	15 ELY ELY	16 ELY WENDE WENDE
17 ELY	18 ELY	19 ELY	20 WENDE	21 WENDE	22 ELY	23 WENDE
24	25	26	27	28	29	30

EXHIBIT 32

KOLESAR & LEATHAM

ATTORNEYS AT LAW

400 SOUTH RAMPART BLVD., SUITE 400

LAS VEGAS, NEVADA 89145

702.362.7800

klnevada.com

August 14, 2019

VIA EMAIL

Peter Dymock, Esq.
QUALITY SOLICITORS LARGE & GIBSON
Kent House
49 Kent Road
Portsmouth
PO8 3EJ

Re: The Estate of the Late Maureen Daphne Duckworth
Our Client: George M. Duckworth

Dear Sirs:

Our firm represents George M. Duckworth, father of your client, with respect to his trust and estate within the United States. We understand that you have filed (and renewed) a caveat on behalf of your client, Kyla Michele Duckworth, which prevents the intestate administration of Maureen Duckworth's estate in the United Kingdom. We are providing this information so that Kyla Duckworth is on notice of the consequences of her actions.

We are instructing our Solicitors, Bramsdon & Childs, to file a warning off on or about August 22, 2019, and it is our understanding that your client will have seven (7) days to respond to prevent the removal of the caveat. We wish to inform your client that her responding to prevent the caveat from being removed will be construed as a "contest" of the Duckworth Family Trust in the United States and will result in her being eliminated as a beneficiary of said trust.

We are enclosing a copy of the First Amendment to the Duckworth Family Trust from which provisions which do not apply to Kyla Duckworth have been redacted. A Section 7.05 United Kingdom Contest has been added to the terms of the trust to provide that any attempt to have Maureen's UK property distributed other than in the manner provided for by the intestacy laws of the United Kingdom shall be considered a contest of the trust and such proponent shall no longer be a beneficiary of the trust.

Other provisions of the first amendment include a specific bequest to Kyla of the trust's fifty percent (50%) interest in a residence at 1627 Hinson Street, which shall be valued for credit against her share based upon the appraised value at the time of her mother's death, with an allowance for a twenty percent (20%) discount of illiquidity. The amendment further provides that Kyla's one-third share shall be reduced by any funds from accounts of her mother over which

Peter Dymock, Esq.
QUALITY SOLICITORS LARGE & GIBSON
Page 2
August 14, 2019

KOLESAR & LEATHAM
ATTORNEYS AT LAW

Kyla had signature authority and that she received or withdrew after her mother's death. The amendment provides that if Kyla is not forthcoming with account statements her one-third share shall be reduced by \$350,000. A second amendment is also attached and its sole purpose was to clarify that the financial account referred to would include any held in the Isle of Man or elsewhere.

The contents of this letter and the attachments are specifically provided for the purpose of giving Kyla Duckworth notice that continuing her opposition to an orderly disposition of Maureen Duckworth's estate in the UK under the laws of intestacy shall eliminate her as a beneficiary in the U.S. While the filing of the caveat originally may be grounds to consider it a contest, the courts in the U.S. are reluctant to enforce "no contest" provisions if a potential beneficiary has no notice of such provisions. Any actions by Kyla Duckworth after this letter has been transmitted shall be considered to be actions taken to contest the trust and she will no longer be a beneficiary of the Duckworth Family Trust.

Since your firm is not licensed to practice in the State of Nevada where the trust is located, we are forwarding a copy of the letter and attachments to Kyla Duckworth at addresses known to my client that Kyla has used in the recent past.

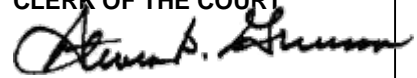
Very truly yours,

KOLESAR & LEATHAM



Kenneth A. Burns, Esq.

KAB/chk
Enclosures
cc: Ms. Kyla Duckworth (with Enclosures)



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

Attorney for Kyla Duckworth

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the

THE DUCKWORTH FAMILY TRUST

Case No.: P-20-103183-T
Dept: 26

Dated March 12, 2015

**AMENDED SUPPLEMENT TO PETITION TO COMPEL PROPER ACCOUNTING AND
TO COMPEL TURNOVER OF TRUST DOCUMENTS; AND RESPONSE TO COUNTER-
PETITION**

COMES NOW, Respondent Kyla Duckworth ("Petitioner"), by and through her attorneys of record, Jeremy Kirschner & Associates, PLLC., and hereby submits this Amended Supplement To Petition To Compel Proper Accounting And To Compel Turnover Of Trust Documents; AND Response To Counter-Petition ("Response").

SUPPLEMENT

I. ARGUMENT

Petitioner hereby requests that this Court take jurisdiction over the trust and confirm Cary Duckworth ("Cary") as its trustee pursuant to NRS164.010 (1) and NRS164.010 (5)(b). In addition, Petitioner requests that the court exercise its jurisdiction to:

- (b) Determine the construction of the trust instrument...
- (d) Determine the validity of a provision of the trust;...
- (k) Appoint or remove a trustee;
- (q) Compel compliance with the terms of the trust or other applicable law;

See, NRS 155.031. Originally, Petitioner simply requested a court order compelling the acting trustee for THE DUCKWORTH FAMILY TRUST Dated March 12, 2015 (the "Duckworth Trust" or "Trust") to comply with the statutory accounting requirements for an accounting which had been requested, and she was entitled to. However, now that Cary has responded with requests to disinherit Petitioner based on invalid amendments and false premises, Petitioner now also asks for an Order from this Court declaring the First Amendment and Second Amendment (collectively "Amendments") as invalid, an Order from this Court removing Cary and appointing Petitioner or an independent trustee, and that Cary be personally made to pay all costs and attorney fees incurred by Petitioner pursuant to NRS 165.148(1)

RESPONSE TO COUNTER PETITION

I. INTRODUCTION

George Duckworth ("George") and Maureen Duckworth ("Maureen") *knew* what their son Cary Duckworth ("Cary") was capable of and took steps to chain his ambitions by making every fiduciary decision in their 2015 estate planning subject to joint agreement amongst their three children. But the moment Cary saw a gap in the walls of protection surrounding his parents, he seized his opportunity to siphon off every drop of his parents' wealth. Cary corrupted professionals, who had a moral and ethical obligation to protect George and Maureen, while projecting his malfeasance onto innocent parties in an attempt to deflect from his bad acts.

Unfortunately for Cary, he was a fiduciary and caregiver at the time he exploited his vulnerable and elderly father, which renders his legal machinations presumptively void. Even without the legal presumption, Cary's actual behavior is more than sufficient to show undue influence and exploitation of a vulnerable person. Moreover, George was a ninety-five-year-old man suffering from end stage senile degeneration of the brain and who plainly lacked capacity to amend the Trust. Sadly, none of Cary's heinous acts could have been accomplished without the willing participation of Tara Duckworth Kassity ("Tara") who has now joined his attack.

The painful reality is the red flags were everywhere: (1) a caregiver and fiduciary suddenly arranging new estate planning that benefitted only him; (2) removal of safeguards on decision-making; (3) removal of joint-oversight which could have detected abuse; (4) isolating George from Petitioner, his daughter and fulltime caregiver for 4 plus years, and (5) of course, a multi-millionaire elderly man with immediately obvious physical and mental impairments giving away his life's wealth to become a dependent pauper.

Cary's attempts, to project his malfeasance on others via slander and libel, fail miserably. The objective evidence reveals Cary as an exploiter and abuser of his vulnerable father. On the other hand, the objective evidence shows Petitioner acted beyond reproach, as a devoted daughter who helped her parents for four and a half years and never once in that time did she seek to have them amend their wills or trust for her benefit.

1 Alternatively, even if the later amendments are deemed valid by this Court, Petitioner still
2 did not violate the "no contest" provisions in later amendments.

3 As such, Petitioner seeks an order from this Court taking jurisdiction of the Trust,
4 compelling Cary to give a full account, removing Cary and appointing Petitioner or an independent
5 trustee, as well as declaring the First Amendment and Second Amendment to the trusts invalid; or
6 alternatively finding that Petitioner did not violate the "no contest" provisions of the later
7 amendments. Finally, Petitioner would request an evidentiary hearing to take place after she has
8 had an opportunity to conduct discovery.

9 **II. STATEMENT OF FACTS.**

10 **A. GEORGE DUCKWORTH'S SEVERE COGNITION IMPAIRMENTS &**
11 **PHYSICAL CONDITION**

12 On November 16, 2019, George Duckworth ("George") died of "End Stage Senile
13 Degeneration of the Brain."¹ George had been battling Alzheimer's for a number of years prior to
14 his death, with a caregiver's letter on June 9, 2016 noting that his cognition impairment began in
15 early 2016.² Petitioner and George's financial advisor, Mansoor Kisat ("Mansoor") were also
16 discussing George's cognition failures in emails as far back as June 16, 2016. In one such
17 exchange, Mansoor and Petitioner stated:

18 Thank you for sending the letter to Dad [George]. I have tried my very best
19 to explain it to him but to no avail. *Tragically, he is having some severe*
20 *cognition problems and he is just not understanding it. He gets easily*
21 *frustrated with and angry (at me).³*
22 ...

23 When I spoke to [George] he tried to write the information down, could
24 not follow the number and got upset with me as he was getting
25 frustrated... I did suggest that maybe he should have you or your brother
26 get involved in this but he adamantly refused⁴

27 ¹ Exhibit 13 – Death Certificate for George Duckworth.

28 ² Exhibit 14 – June 9, 2016, Letter from Caregiver Marcos Gomez, PA-C

³ Exhibit 15 – June 16, 2016 Email Chain Between Petitioner and Financial Advisors Mansoor Kisat (Petitioner)

⁴ *Id.* (Mansoor)

1 In June 2017, per doctor's orders, George starting taking the powerful Memantine.⁵ The
2 National Library of Medicine states "Memantine is used to treat the symptoms of Alzheimer's
3 disease (AD; a brain disease that slowly destroys the memory and the ability to think, learn,
4 communicate and handle daily activities)."⁶ By early 2017, George was experiencing significant
5 gaps in his cognitive functions which was apparent to anyone who interacted with him regularly.
6 Petitioner's siblings Tara and Cary (the "Siblings") were also aware of this. On February 11, 2018,
7 Tara emailed Petitioner with "a current list/history of [George's] medical issues," acknowledging
8 that George suffered from "lingering effects of confusion and anxiety from anesthesia or heavy pain
9 killers or sedatives" and also acknowledged that George had been taking a prescription for the
10 powerful Memantine since 2017s.⁷

11 For over three years prior to his death, George was in poor health and "required physical
12 assistance with daily activities of living due to age-related physical debility."⁸ He suffered from
13 severe macular degeneration, poor functioning kidneys, digestive system issues, neuropathy in his
14 legs, and a host of other health issues related to his bouts with cancer.⁹ George was also
15 hospitalized numerous times from 2014-2018, including several multi-day hospital stays and one
16 lengthy 5 week stay. George required a full-time in-home caregiver and also required regular
17 meetings with physical therapists, occupational therapists and others.

18 **B. CARY WAS A FIDUCIARY AND CAREGIVER WHEN HE ARRANGED**
19 **FOR GEORGE TO AMEND HIS ESTATE PLANNING**

20 Cary waited until George was isolated from protectors before he began pressuring him to
21 make changes to his estate planning for Cary's benefit. On January 20, 2018, Maureen Duckworth
22
23

24 ⁵ Exhibit 16 – February 11, 2018, Email from Tara Duckworth (Tara identified a prescription for the powerful
25 Memantine which George had been taking since 2017.); See also, Exhibit 17 – Encompass Home Health Patient
Instructions Report Printed February 12, 2018

26 ⁶ <https://medlineplus.gov/druginfo/meds/a604006.html#:~:text=Memantine%20is%20in%20a%20class,in%20people%20who%20have%20AD>.

27 ⁷ See, Exhibit 16

28 ⁸ See, Exhibit 14; See also, Exhibit 16-17

⁹ See, Exhibit 16-17

was hospitalized with serious health problems. On January 31, 2018 Maureen was transferred to Las Ventanas Skilled Nursing Facility ("Las Ventanas") while still suffering from:

Pneumonia (J18.9)	Anticoagulated on Coumadin (Z51.81)
Severe sepsis (R65.20)	Atrial fibrillation (I48.91)
Abdominal distension (R14.0)	C. difficile colitis (A04.7)
Abdominal pain (R10.9)	Chest wall trauma (S29.9XXA)
Acute UTI (N59.0)	Debility (R53.81)
Acute encephalopathy (G93.40)	Diarrhea (R19.7)
Acute onset sepsis (A41.9)	Metabolic encephalopathy (G93.41) ¹⁰
Acute pain (R52)	

While Petitioner wanted Maureen to return home, the admission to the skilled nursing facility, per doctor recommendation, reflected the unfortunate reality that Maureen was not yet ready to return home. Maureen had several extended stays in the hospital and rehabilitation facilities from 2015-2018 and always returned home, so her admission was not unusual. Petitioner then communicated to her siblings that she would be staying with her mother during her stay at Las Ventanas. Because of multiple ongoing serious infections, Maureen would be in and out of isolation at Las Ventanas with visits back to the hospital, however George came to visit Maureen on multiple occasions with the assistance of his caregivers. Petitioner would stay by Maureen's side until her death on June 16, 2018.

While Maureen and Petitioner were away, Cary saw an opportunity and within three business days he began the isolation and control of George. On February 5, 2018, Cary arranged for George to amend his Last Will and Testament.¹¹ The February 5, 2018 amendment removed Petitioner as a co-executor, leaving only Cary and Tara. The same day Cary arranged for George to amend his durable power of attorney to remove Petitioner as a joint-power of attorney ("Amended POA").¹² Neither Cary, Tara nor the counsel drafting the Amended POA notified Petitioner the old power of attorney had been revoked.

¹⁰ See, Exhibit 18 – January 31, 2018 Discharge Diagnosis for Maureen Duckworth, Pg. 1 (emphasis added)

¹¹ See, Petitioner, Exhibit 3 – Last Will and Testament of George Duckworth and Codicil.

¹² See, Exhibit 19 - July 27, 2020 Letter from Cary counsel ("you blame Mr. Bums claiming that in February of 2018 Cary arranged for George to amend his Estate Planning to benefit Cary. The fact is the only document created was a Power of Attorney prepared by Carrie Hurtik")

The same day or the next, Cary used the Amended POA to add himself as a contact to the Trust's Morgan Stanley accounts.¹³ Upon information and belief, Cary also used the Amended POA to order guards at George's gated residence to deny access to Petitioner, isolating George from Petitioner. Specifically, George's Corta Bella HOA guards were ordered: "**DO NOT LET KYLA DUCKWORTH ONTO PROPERTY SHE DRIVES A GRAY JEEP GRAND CHEROKEE WITH CA PLATES [] JEEP WILL HAVE A CB STICKER CALL CARY IF SHE ARRIVES ON PROPERTY.**" (This ban on Petitioner remained in effect, isolating George from Petitioner until George's passing on November 16, 2019.)

DO NOT LET KYLA DUCKWORTH ONTO PROPERTY SHE DRIVES A GREY JEEP GRAND CHEROKEE WITH CA PLATES 5JCB892 JEEP WILL HAVE A CB STICKER CALL CARY IF SHE ARRIVES ON PROPERTY

¹⁴ (emphasis added); *c.f.* Cary Opposition, *signed under penalty of perjury*, Pg. 11, Ln.23-24 ("Cary denies that the Petitioner was barred from the home.") Starting from at least February 5, 2018, Cary was a statutory fiduciary who was actively using the Amended POA to make decisions for George and to control access to George.

After Maureen's admittance to Las Ventanas, Petitioner was staying with her mother and was unable to simultaneously manage care for George. Petitioner was accused of not monitoring the caregivers overseeing George during this time, so Petitioner requested the Siblings help. By March 2, 2018, Cary and Tara announced that they had "taken over all aspects of [George's] care."¹⁵

In August 2018, after blocking Petitioner from accessing her father and then evicting her, Cary moved his family into George's home to take over as caregiver, because George was "lonely" after his wife Maureen passed away.¹⁶ The period of George's loneliness parallels the period in which Cary had ordered Petitioner barred from the residence and evicted Petitioner from the home.

¹³ Exhibit 20, 2018, February 7, 2018 Letter for Change of Contact Information - Adding Cary Duckworth contact information to account.

¹⁴ Exhibit 21 – Picture of gf HOA Guardhouse Orders (emphasis added).

¹⁵ Exhibit 22 – March 2, 2018 Email from Tara to Kyla and Cary

¹⁶ See, Opposition, Pg. 11, Ln. 21-22 ("Late in August 2018, Cary moved in with his wife and children after Maureen died in June 2018")

1 While staying at the home Cary took over George's finances and "Cary was paying the bulk of the
2 bills, including medical bills by using the parents' checkbook."¹⁷

3 C. INVALID AMENDMENTS TO ESTATE PLANNING

4 On January 23, 2019, less than ten months before George would die of "End Stage Senile
5 Degeneration of the Brain,"¹⁸ Cary again arranged for George to amend his estate planning.¹⁹ The
6 January 23, 2019, estate planning changes consisted of (1) a codicil to his Will ("Codicil");²⁰ (2) a
7 special directive relating to George's property ("Special Directive");²¹ and (3) the First Amendment
8 to the Duckworth Family Trust ("First Amendment to Trust").²² At the time Cary arranged for these
9 to be executed, Cary was a fiduciary operating under the Amended POA, a durable power of
10 attorney, and a caregiver assisting George²³ who suffered from a host of disabilities.²⁴

11 The Codicil was simple in that it removed Tara as co-executor of George's estate, leaving
12 Cary with sole control.²⁵ Cary now had complete control of his father's multimillion-dollar estate.

13 1. January 23, 2019 Special Directive

14 The Special Directive²⁶ was a significant departure from George's prior estate planning, and
15 immediately transferred the bulk of his wealth to Cary. The Special Directive provided that
16 George's primary residence located at 1829 Corta Bella Drive, Las Vegas, Nevada 89134 ("Corta
17 Bella Property") was to be *immediately* transferred to Cary.²⁷ The Special Directive identifies the
18 Corta Bella Property is being valued at "\$598,000,"²⁸ however, comparable values show the Corta
19 Bella Property being worth over \$870,000 at the time of transfer.²⁹ The Special Directive then gave
20 Cary an *additional* "20%" discount on the value of the Corta Bella Property as part of its transfer to
21

22 ¹⁷ See, Opposition, Pg. 16, Ln. 1-2.

23 ¹⁸ See, Exhibit 13.

24 ¹⁹ See, Exhibit 13; See Also, Opposition, Pg. 1, Ln. 12-17.

25 ²⁰ See, Petition, Exhibit 5.

26 ²¹ See, **Exhibit 23 – January 23, 2019 Special Directive regarding Property**

27 ²² See, Petition, Exhibit 4.

28 ²³ See, Opposition, Pg. 16, Ln. 1-2.

²⁴ See, e.g. Exhibit 16-17.

²⁵ See, Petitioner, Exhibit 5.

²⁶ The Special Directive is part of the First Amendment, but is given separate treatment here to highlight its significant changes.

²⁷ See, Exhibit 23, Section 3.

²⁸ C.f. Opposition, Pg. 13 values the property at \$178,000.00.

²⁹ See, **Exhibit 24 – Zillow Valuation for 1829 Corta Bella Dr. Las Vegas, NV 89134 for January 2019.**

1 him. When Cary transferred the home to himself the very next day there was no value declared at
2 all.³⁰

3 The Special Directive also immediately transferred all household furnishings at the Corta
4 Bella Property to Cary without identifying their value or designating it as an advance on his
5 inheritance.³¹ The furnishings/personal property in the Corta Bella Property contained one of a
6 kind artworks from around the world and were worth hundreds of thousands of dollars and very
7 likely exceeded one million dollars (\$1,000,000).³² Upon information and belief, the Special
8 Directive transferred the majority of George's wealth to Cary in a single day. From January 23,
9 2019, George no longer owned the home he lived in, the bed he slept in or any of the trappings of
10 the home that he used every day of his remaining life.

11 The Special Directive also sought to compel Petitioner to identify her mother's foreign
12 assets from England and to be put under Cary's control in the Trust.³³ The Special Directive was a
13 departure from Maureen and George's prior estate planning and was an attempt to do an end run
14 around Maureen's unmistakable intention; Maureen did not want her English assets subject to the
15 Trust.³⁴ To the extent Petitioner would not give in to the compulsion, Petitioner's distribution
16 under the Trust would be reduced. *Id.*

17 2. January 23, 2019 First Amendment To Trust

18 On January 23, 2019, Cary also arranged for George to amend other provisions of the Trust
19 beyond the Special Directive.³⁵ Prior to the First Amendment, all three of George and Maureen's
20 children were to be joint successor-trustees after their death. ³⁶ The First Amendment changed this
21 to name George the sole trustee, but in the event of his "death, incapacity or resignation" then Cary
22
23

24 ³⁰ See, Exhibit 25 – Transfer Deed and Declaration of Value for 1829 Corta Bella Drive, Las Vegas NV 89134-
6144.

25 ³¹ See, Exhibit 23, Section 3.

26 ³² See, Petition, Exhibit 9.

27 ³³ See, Exhibit 23, Section 4.

28 ³⁴ See, See, Exhibit 1, Duckworth Trust Section 1.06 ("Specifically, MAUREEN D. DUCKWORTH'S separate property shall remain her sole and separate property and is not included within this trust."); Exhibit 2, Maureen's Will, Section 1.2 ("Any of my sole and separate property will be specifically excluded from the above-referenced trust")

³⁵ See, Petition, Exhibit 4; See Also, Opposition, Pg. 11, Ln. 12-18.

³⁶ See, Exhibit 1, Section 9.01

1 would be the first sole Successor Trustee.³⁷ Cary took over as Successor Trustee the same day the
2 First Amendment was executed.³⁸

3 The First Amendment also gave the successor trustee, Cary, sole discretion to distribute
4 George's personal property, and in the event *any* party challenged Cary's discretion then Cary was
5 to receive 100% of the personal property.³⁹ This authority was not conditioned upon the death of
6 George, it went into effect immediately upon Cary becoming the successor trustee. It was not
7 limited to Petitioner or Tara, it also applied to a challenge coming from George. On January 23,
8 2018, George, a ninety-five-year-old multi-millionaire suffering from end stage senile degeneration
9 of the brain, became a pauper overnight. George lost a lifetime of wealth... his wishes, his advanced
10 estate planning and his control were all nullified.

11 The First Amendment also amends the Trust's incontestability provisions to provide that
12 anyone who interfered in Cary's attempt to control his mother's estate in England or "that seeks to
13 have such property (or the proceeds of sale of such property) to be distributed in any manner other
14 than provided for by the intestacy laws of the United Kingdom shall be considered a contest of the
15 provisions of this Trust."⁴⁰ In addition, it sought to reduce Petitioner's distribution from the Trust
16 by any separate property she received from Maureen.

17 3. Second Amendment to Trust

18 On March 20, 2019, eight months before George would die of "End Stage Senile
19 Degeneration of the Brain," Cary again arranged for George to amend his estate planning.⁴¹ The
20 amendment broadened the definition of Maureen's separate property which could be used to reduce
21 Petitioner's distribution under the Trust.

22
23
24
25 ³⁷ See, Petition, Exhibit 4, Pg. 2, Section 9.01.

26 ³⁸ See, Opposition, Pg. 20, Ln. 3-5; See Also, Petition, Exhibit 8 – Accounting starting January 23, 2019.

27 ³⁹ See, Petition, Exhibit 4, Pg. 2, Section 9.03 ("my Successor Trustee shall determine in his or her absolute discretion,
the exercise of which shall not be subject to review or, in the alternative, if there is any attempt to challenge the exercise
of such discretion, all items of personal property not disposed of by a memorandum shall be distributed to CARY J.
DUCKWORTH")

28 ⁴⁰ See, Petitioner, Exhibit 4, Pg. 1, Section 7.05.

⁴¹ See, Petition, Exhibit 6.

D. CARY'S FIDUCIARY SPENDING

After taking George's home and furnishings, Cary the caretaker and fiduciary, began spending the cash in George's bank accounts for Cary's personal expenses.⁴² The Accounting, which only covers 11 months, is littered with well over a hundred itemized expenses which were not incurred for George, including over a hundred visits to fast food locations which could not have been attributed to the then ninety-five-year-old George.⁴³ Although Cary had already transferred the Corta Bella Property to himself on January 23, 2019,⁴⁴ Cary continued to use Trust funds to pay the following for the Corta Bella Property:

1. Water, Gas, Electricity, Cable, Sewer & Trash
2. Pest Control & Pool Cleaning Service
3. Two Home Owners Associations⁴⁵

This does not include the thousands in unexplained furniture purchases,⁴⁶ unexplained large "reimbursements" to Cary,⁴⁷ expenses for construction companies when George had no home as a result of the Special Directive,⁴⁸ as well as a \$40,000 transfer to Cary for "home renovations" and a trip to Hawaii (shortly after George's death) which were retroactively classified as a "loan" to Cary.⁴⁹ Many of these same expenses continued to be paid with trust funds after George had passed away.⁵⁰

E. THE DRAFTER OF LATER ESTATE PLANNING BECAME CONFLICTED

Cary will undoubtedly identify the oddly behaving Carrie Hurtik, Esq. ("Mrs. Hurtik") of Hurtik and Associates, PLLC as proof the estate planning was valid. Mrs. Hurtik's firm was initially selected because a close family member, Rachel Shelstad, worked there. As Tara put it in a January 31, 2015 email, both "my parents both adore you,⁵¹ and I know they will listen to your

⁴² See, Petition, Section II (B)(ii).

⁴³ See, Petition, Exhibit 8 *en passim*.

⁴⁴ See, Exhibit 23-24.

⁴⁵ See, Petition, Exhibit 8, *en passim* (NV Energy, Las Vegas Valley Water Authority, Southwest Gas, Cox, Republic Services, etc.)

⁴⁶ See, Petition, Exhibit 8, (DU000701 5/17/2020 RC Willey Home \$3,310.76)

⁴⁷ See, Petition, Exhibit 8, (08/01/2019 \$2,413.32)

⁴⁸ See, Petition, Exhibit 8 (10/09/2019 Ruiter Construction \$1,014.00; 11/13/2019 Ruiter Construction \$5,222.00)

⁴⁹ See, Petition, Exhibit 8 (11/29/2019 Grand Hyatt Kuani \$5,145.14)

⁵⁰ See, Petition, Exhibit 8 DU000716.

⁵¹ The Hurtik and Associates, PLLC employee.

1 voice of reason.”⁵² In the same email, Tara admitted “I know CJ [Cary] has shared with you about
2 their [Maureen and Cary’s] volatile relationship especially when it comes to money.”⁵³

3 Maureen in particular was worried the meeting with Mrs. Hurtik was an attempt “to tell her
4 what to do, and how much money she can spend.”⁵⁴ There is a well-documented history of Cary
5 and Tara trying to force Maureen to bring her English assets over to the US. In fact in an email,
6 Tara suggested “*CJ and I think it might disarm my Mom* a bit if the first part of the meeting was
7 regarding England, and that my Dad sat that out (he won’t have a problem with that).”⁵⁵
8 Ultimately, the Trust was created designating the three siblings as joint successor trustees as well as
9 joint durable power of attorneys for finances and health,⁵⁶ however Mrs. Hurtik was supposed
10 create a separate trust for Maureen’s separate property.⁵⁷

11 After the Trust and related documents were completed in 2015, Mrs. Hurtik behaved like
12 Cary and Tara’s attorney, not that of George and Maureen. For example, in August 2017, Mrs.
13 Hurtik sent out a letter to the siblings, purportedly on behalf of George and Maureen, wherein she
14 declared her knowledge about family finances and then directed the parties to bring over Maureen
15 separate property from England to pay George and Maureen’s bills.⁵⁸ This was the same property
16 that Maureen had taken efforts to separate from family finances and for which Mrs. Hurtik was
17 supposed to have created a separate trust. More strangely, *Petitioner was then living with her*
18 *parents at the time and Mrs. Hurtik had not been retained outside of the initial estate planning, and*
19 *had not spoken with George and Maureen anytime up to that point in 2017.*

20 On April 30, 2018, Mrs. Hurtik sent out three letters to Maureen’s care providers wherein
21 she identified herself as both George and Maureen’s attorney” stating she was “gravely concerned
22 about what is happening with regard to Maureen.”⁵⁹ In the letters, Mrs. Hurtik accused Petitioner
23

24 ⁵² See, Exhibit 26 – January 31, 2015 Email from Tara to Rachel Shelstad

25 ⁵³ *Id.*

26 ⁵⁴ *Id.*

27 ⁵⁵ *Id.*

28 ⁵⁶ See, Exhibit 1.

⁵⁷ Exhibit 27 – March 12, 2015 Tara-Hurtik Email Chain (“We will still have to do a separate Trust for your mother’s separate property”)

⁵⁸ See, Exhibit 28 – August 31, 2017 Letter from Hurtik to Siblings.

⁵⁹ See, Exhibit 29 – April 30, 2018, Hurtik Letters Maureen Care Providers

1 of making unilateral decisions for Maureen and informed the doctors that Cary and Tara held joint
2 health power of attorney ("Maureen HPOA") with Petitioner, enclosing a copy of the Maureen
3 HPOA.⁶⁰ Tara and Cary are cc'd on each letter, but not George, Maureen or Petitioner. In fact,
4 Petitioner never even saw these letters dated April 30, 2018 until they were accompanied by another
5 letter by a letter from British Solicitors Bramsdon & Childs on November 8, 2018. In addition to
6 the letters being wrong on the facts, neither George or Maureen had engaged Mrs. Hurtik at this
7 time, so her appearance was not on George and Maureen's behalf.

8 Mrs. Hurtik also called and left a threatening message for Petitioner again claiming she was
9 George's and Maureen's attorney.⁶¹ In the message Mrs. Hurtik alleged Petitioner was wrong for
10 allowing her mother to be in Las Ventanas, accusing Petitioner of "sticking Maureen in a nursing
11 home," of wasting money on caregivers, and claiming that Petitioner had taken family funds.
12 Again, Mrs. Hurtik was wrong on each point, but Mrs. Hurtik also disclosed that she had met with
13 Tara and Cary earlier that day.

14 In a July 2018 incident, after having been evicted from the family home and blocked at the
15 gate, Petitioner sought access to the Corta Bella Property to see her father with the assistance of a
16 police presence. Cary told police that he was being advised by Mrs. Hurtik, and that Mrs. Hurtik
17 had advised him to move Petitioner's belongings, (Petitioner's room had a lock on her bedroom) out
18 of the house. Mrs. Hurtik was meeting with, advising, and directing Cary's actions, and was
19 undoubtedly his attorney at the time.

20 F. KYLA'S TIME AS CAREGIVER

21 For four and a half years Petitioner lived with and assisted her elderly parents. Petitioner
22 managed the bulk of the responsibility for day-to-day caregiving for George and Maureen.
23 Petitioner scheduled the doctors, nurses, physical therapists, occupational therapists, speech
24 therapists, lab techs, xray / ultrasound techs, podiatrists, social workers, and counselors. From 2014
25 to 2018, Petitioner arranged and /or attended over 880 such appointments and kept daily calendars
26

27 ⁶⁰ Notably, Petitioner had requested copies of the Maureen HPOA from Mrs. Hurtik several times, but was denied a
copy of the same.

28 ⁶¹ See, Exhibit 30 – Transcription of April 30, 2018 Voicemail from Carrie Hurtik, Esq.

1 evidencing those appointments.⁶² During the time she lived with her parents she did not pressure
2 them to amend their trust, wills, powers of attorney or sign over their house to her. Instead, when
3 Petitioner was blocked from paying for Maureen and George's expenses using community funds by
4 Cary and/or Tara,⁶³ Petitioner paid out those expenses from her *personal* funds. While George and
5 Maureen did assist Petitioner with living expenses during her stay with them, these expenses over
6 four and a half years was less than the single year of the cost of a full-time live-in caregiver hired
7 by Cary to help with George alone.

8 G. THE ENGLISH ESTATE

9 Despite the invalidity of the First Amendment and Second Amendment, Petitioner has never
10 contested or made a claim on the English estate. Petitioner filed a caveat which would notify
11 Petitioner when the Administrator of the English Estate had applied for a grant, and would pause
12 administration of Maureen's English estate. This is the equivalent to a request for special notice in
13 Nevada courts.

14 On August 14, 2020, Cary's counsel sent a letter to Petitioner in which he stated:

15 We are instructing our Solicitors, Bramsdon & Childs, to file a warning off on or
16 about August 22, 2019, and it is our understanding that your client will have seven
17 (7) days to respond to prevent the removal of the caveat. *We wish to inform your*
18 *client that her responding to prevent the caveat from being removed will be*
construed as a "contest" of the Duckworth Family Trust in the United States and
*will result in her being eliminated as a beneficiary of said trust.*⁶⁴

19 Also provided in the letter to Petitioner, for the first time, was a copy of the First Amendment
20 which had added the provision about the English estate.⁶⁵ Petitioner did not renew her caveat or
21 contest the removal of her caveat.

22 The First and Second Amendments do not compel Petitioner to turn over the English
23 accounts provided to her under threat of forfeiture, instead the invalid amendments state she would
24 have a reduction in the amount she would receive under the Trust.

25
26 ⁶² See, Exhibit 31 – Kyla Duckworth Daily Calendars 2015-2018. Petitioner was not able to obtain records for 2014,
so this number is incomplete.

27 ⁶³ In retaliation for not forcing Maureen to bring over her English assets to the US.

28 ⁶⁴ See, Exhibit 32 – August 14, 2019 Letter from Mr. Kenneth Burns (emphasis added)

⁶⁵ *Id.*

III. ARGUMENT

A. THE FIRST AND SECOND TRUST AMENDMENTS ARE VOID

Regardless of when a transfer instrument is made, to the extent the court finds that a transfer was the product of fraud, duress or undue influence, the transfer is void and each transferee who is found responsible for the fraud, duress or undue influence shall bear the costs of the proceedings, including, without limitation, reasonable attorney's fees.

See, NRS 155.097(1). Herein, there is little doubt that undue influence was present and pervasive, and as such voids the First Amendment and Second Amendments.

1. Undue influence is presumed as a matter of law because Cary was a fiduciary.

"A presumption of undue influence arises when a fiduciary relationship exists and the fiduciary benefits from the questioned transaction." See, In re Jane Tiffany Living Tr. 2001, U/A/D Nov. 5, 2001, 124 Nev. 74, 78, 177 P.3d 1060, 1062 (2008); Peardon v. Peardon, 65 Nev. 717, 201 P.2d 309 (1948). This is "specially active and searching in dealing with gifts, but is applied when necessary to conveyances, contracts executory and executed, and wills." See Peardon v. Peardon, 65 Nev. 717, 201 P.2d 309 (1948). "*Where confidential relations between parent and child are shown to have existed and where a conveyance of property is made by the weaker to the dominant party, a presumption arises that the conveyance was obtained through the undue influence of the dominant party.*" See, Schmidt v. Merriweather, 82 Nev. 372, 376, 418 P.2d 991, 993 (1966) (emphasis added) (quoting Walters v. Walters, 26 N.M. 22, 188 P. 1105, 1106 (1920)). "The doctrine of equity concerning undue influence is very broad, and is based upon principles of the highest morality. It reaches every case, and grants relief where influence is acquired and abused, or where confidence is reposed and betrayed." See, Peardon at 333

Nevada imposes a fiduciary relationship on agents acting under a power of attorney, and requires an agent acting under a power of attorney to act in good faith. See, NRS 162A.310 (1)(b) ("an agent that has accepted appointment shall... Act in good faith"); See also, Executive

1 Mgmt. Ltd. v. Ticor Title Ins. Co., 114 Nev. 823, 963 P.2d 465 (1998) (A fiduciary or confidential
2 relationship exists when one reposes a special confidence in another so that the latter, in equity and
3 good conscience, is bound to act in good faith and with due regard to the interests of the one
4 reposing the confidence.) In addition, an agent who has accepted appointment under the power of
5 attorney shall:

6 (a) Act loyally for the principal's benefit

7 ...
8 (f) **Attempt to preserve the principal's estate plan**, to the extent actually known
9 by the agent, if preserving the plan is consistent with the principal's best interest
10 based on all relevant factors, including:

- 11 (1) The value and nature of the principal's property;
12 (2) The principal's foreseeable obligations and need for maintenance;
13 (3) Minimization of taxes, including income, estate, inheritance, generation-
14 skipping transfer and gift taxes; and
15 (4) Eligibility for a benefit, a program or assistance under a statute or
16 regulation.

17 See, NRS 162A.310 (2)(a) and (2)(f).

18 Herein it is undisputed, Cary has admitted to acting as George's agent under the Amended
19 POA Cary arranged to have drafted on February 5, 2018.⁶⁶ As George's agent and child, Cary held
20 a dominate position with a host of fiduciary duties, not the least of which was to act for George's
21 benefit *and preserve George's estate planning*, yet Cary did exactly the opposite. On January 23,
22 2019, Cary, a fiduciary operating under a durable power of attorney, had his elderly dependent
23 father transfer his only remaining home and all of his furnishings within it.⁶⁷ On its face, the
24 Special Directive gave Cary a 20% discount on the value of the Corta Bella Property,⁶⁸ while
25 comparable values reveals it to be closer to a 50% discount. This is to say nothing of the hundreds
26 of thousands, if not millions, of dollars in furnishings/personal property that Cary received at the
27 same time. Meanwhile, Cary became the successor trustee the very same day with unfettered

28 ⁶⁶ See, Fn. 12 & 17.

⁶⁷ See, Exhibit 23.

⁶⁸ *Id.*, Section 3.

1 discretion to transfer all of George's assets away, and if anyone, *including George*, challenged it
2 then Cary got 100% of the assets.

3 There was no benefit to George, the principle under the Amended POA,⁶⁹ of losing his
4 home and all of his furnishings which he used and relied upon every day of his life. George was a
5 vulnerable⁷⁰ and dependent adult⁷¹ who had been successfully isolated from Petitioner⁷² and which
6 made him particularly susceptible Cary's undue influence. Cary then continued the abuse, using
7 George's remaining funds in the Trust to continue paying for ongoing utilities and maintenance of
8 the Corta Bella Property despite Cary having transferred the home to himself on January 24, 2019.⁷³
9 In every way the First Amendment was a massive detriment to George and an unconscionable
10 benefit to Cary.

11 In addition to the financial devastation above, George had a significant loss of rights due to
12 the changes to his original estate planning *which Cary was statutorily required to preserve as his*
13 *agent*. The original terms of George's (1) gave him an absolute right to all income and principle of
14 the Trust to be used for his care during his lifetime;⁷⁴ (2) gave him an absolute right to live in his
15 home rent free;⁷⁵ (3) had his Trust residuary split equally between him and Maureen's children;⁷⁶
16 and (4) had George's his three children acting as co-successor trustees,⁷⁷ which served as a check
17 on Cary's greed. The First Amendment and Special Directive resulted in the loss of substantial
18 amounts of Trust principal and made the remaining principle Trust that was to support George
19 subject to immediate and unconditional loss.⁷⁸ George lost the right to live rent free in the home,
20 because the Trust no longer owned the home.⁷⁹ The combined effect of all the furnishings being
21 transferred to Cary, as well as the personal property discretion, was to fundamentally alter the equal
22

23 ⁶⁹ or his old POA for that matter.

24 ⁷⁰ See, NRS 205.4629

25 ⁷¹ See, NRS 155.0937

26 ⁷² *Supra*

27 ⁷³ See, Exhibit 24.

28 ⁷⁴ See, Exhibit 1, Section 2.01 and Section 2.04.

⁷⁵ See, Exhibit 1, Section 2.05

⁷⁶ See, Exhibit 1, Section 4.01, Pg. 20-21 - Special Directive

⁷⁷ See, Exhibit 1, Section 9.01.

⁷⁸ See, Exhibit 23, Section 3.

⁷⁹ *Id.*

1 distribution of the residuary envisioned under the Trust. Finally, Cary had achieved absolute and
2 unquestioned control of George's life by being his POA, Trustee, and live in caregiver, a fate
3 George had tried to fight off by completing his estate planning while he still had cognition.

4 Cary's fiduciary and unquestionably dominate position over George renders these First and
5 Second Amendments presumptively void. Moreover, the facts establish undue influence even in
6 the absence a presumption. *See, In re Estate of Bethurem*, 129 Nev. 869, 874, 313 P.3d 237, 241
7 (2013) ("Undue influence may also be shown in the absence of a presumption." *See, In re Estate of*
8 *Bethurem*, 129 Nev. 869, 874, 313 P.3d 237, 241 (2013)).

9 2. Cary participated and/or paid for the First and Second Amendments.

10 Additionally, and in the alternative, the First and Second Amendments are void because
11 Cary materially participated in the formation of the dispositive provisions and/or paid for their
12 drafting. A transfer instrument is presumptively void if it is to a transferee who is "a person who
13 materially participated in formulating the dispositive provisions of the transfer instrument or paid
14 for the drafting of the transfer instrument" *See*, NRS 155.097(2)(c).

15 As Cary has repeatedly admitted, he arranged for each the documents to be created: the
16 February 5, 2018 Will, the Amended POA, First Amendment and Special Directive, and the Second
17 Amendment.⁸⁰ It is also believed, and therefore asserted, that Cary paid the attorney for each of
18 these documents to be created.

19 3. The Will was drafted by Cary's attorney Mrs. Hurtik

20 A transfer instrument is presumptively void if it is to a transferee who is:

- 21 (a) The person who drafted the transfer instrument;
22 (b) A caregiver of the transferor who is a dependent adult;
23 (c) A person who materially participated in formulating the dispositive
24 provisions of the transfer instrument or paid for the drafting of the transfer
25 instrument; or
26 (d) A person who is *related to, affiliated with or subordinate to any person*
27 *described in paragraph (a), (b) or (c).*

28 ⁸⁰ *See*, Opposition, Pg. 11, Ln. 12-18.

1 See, NRS 155.097 (2) (emphasis added). "Related to, affiliated with or subordinate to any person"
2 includes: "An attorney ... for which the person is or was a client." See, NRS 155.0945(5).

3 Herein, Mrs. Hurtik was acting as Cary's attorney, despite the insistence that she was
4 operating as Maureen or George's attorney. At a bare minimum, Mrs. Hurtik was not engaged by
5 either Maureen or George in 2017 when she was sending out threatening letters telling Petitioner to
6 bring Maureen's separate assets back to the United States.⁸¹ She did not communicate with them or
7 meet with them in advance of the letter, because Petitioner was living with them at the time and
8 would have known it. The source of that information and the request for action came from Cary,
9 Mrs. Hurtik's client. Mrs. Hurtik also admitted to meeting with and advising Tara and Cary in a
10 dispute over Maureen's health care power of attorney. Months later, Cary admitted that Mrs.
11 Hurtik was advising him on how to deal with Petitioner's personal belongings. At each phase after
12 the 2015 estate planning, Mrs. Hurtik has been acting as Cary's attorney.

13 Now, Mrs. Hurtik held an undeniable conflict of interests which should have kept her from
14 getting involved. For example, Maureen did not want her separate property brought to the US and
15 had even asked Mrs. Hurtik to draft a separate property trust for her, which Mrs. Hurtik never
16 completed. Cary wanted the separate property brought to the US, and convinced Mrs. Hurtik to
17 write letters designed to pressure Maureen and Petitioner to bring the property to the US. Similarly,
18 Mrs. Hurtik's conflict should have prevented her from stepping into a dispute between the three
19 joint durable powers of attorney over George and Maureen, but she acted nevertheless when she
20 sent out letters to care providers on behalf of Cary and Tara. Mrs. Hurtik has been conflicted,
21 undaunted and acting as Cary's attorney since at least 2017. The result is the Will is void.

22 In addition, the attorney drafting the First Amendment and Second Amendment was actually
23 paid by Cary. The result is they are presumptively invalid.

24 4. The Trust Amendments Are Invalid Because George Lacked Capacity

25 Alternatively, George lacked the necessary capacity to execute the First Amendment and
26 Second Amendment. Nevada trusts are contracts and court must employ contractual principals
27

28 ⁸¹ See, Exhibit 28.

1 when construing them. *See*, NRS 111.707; *See Also*, Matter of W.N. Connell & Marjorie T.
2 Connell Living Tr., dated May 18, 1972, 134 Nev. 613, 616, 426 P.3d 599, 602 (2018). In Nevada,
3 “[n]o one can be bound by contract who has not legal capacity to incur at least voidable contractual
4 duties” *See*, Gen. Motors v. Jackson, 111 Nev. 1026, 1031, 900 P.2d 345, 348 (1995); *see also*, In
5 re Carlotta D. Martin Living Tr., 461 P.3d 879 (Nev. 2020) (“ In construing a trust, we strive to
6 give effect to the settlor's intent, employing contract principles such as considering the trust as a
7 whole and favoring an interpretation that is fair and reasonable.”) “[A] natural person who
8 manifests assent to a transaction has full legal capacity to incur contractual duties thereby unless he
9 is (a) under guardianship, or (b) an infant, or (c) mentally ill or defective, or (d) intoxicated.” *See*,
10 Gen. Motors at 348. “The term “mentally defective” in the context of entering into a contract.
11 ‘[w]here one of the parties, for any reason, is incapable of understanding the force and effect of the
12 alleged agreement.’ *Id.* at 349 (citing, Restatement (Second) of Contracts § 12 (1981)).
13 Accordingly, “the capacity to contract involves a person's inability to understand the terms of an
14 agreement, not his [or her] actual understanding.” *Id.*

15 Testamentary capacity exists when the testator (1) understands the nature of the act he is
16 doing, (2) recollects and understands the nature and situation of his property, and (3) recognizes his
17 relations to the persons who would inherit via intestacy. *See*, In re Lingenfelter's Estate, 241 P.2d
18 990, 997 (Cal. 1952). “Testamentary capacity is always presumed to exist unless the contrary is
19 established.” *See*, Moore v. Anderson Zeigler Disharoon Gallagher & Gray, P.C., 135 Cal. Rptr. 2d
20 888, 900 (Ct. App. 2003) (citation omitted).

21 Herein, George lacked both contractual and testamentary capacity as he could not have
22 understood the nature and act of what he was doing. George was a ninety-five-year-old dependent
23 adult less than ten months away from dying by end stage senile degeneration of the brain.⁸² George
24 was noted as having mental cognition problems as far back as 2016, with physician assistants⁸³,
25 family members⁸⁴, and financial advisors⁸⁵ all noticing substantial cognition problems. George was

26
27 ⁸² *See*, Exhibit 13.

⁸³ *See*, Exhibit 14

⁸⁴ *See*, Exhibit 14 and 16.

⁸⁵ *See*, Exhibit 15.

on powerful medications designed to ameliorate, but not eliminate the effects of his Alzheimer's for years before the First Amendment and Second Amendment.⁸⁶ George was often in a fog of confusion and had severe short term memory issues.⁸⁷ The Duckworth Trust was a complex twenty-seven page document, and the First Amendment was sinisterly complex, giving away all of George's furnishings and personal belongings, worth over a million dollars, without so much as identifying their value.⁸⁸ George unknowingly made himself homeless while continuing to make all payments on the house as if he still owned it. On top of all this, George had suffered from severe macular degeneration for years which made it impossible for him to have even read the First Amendment or Second Amendment.⁸⁹

Next, the face of the First Amendment shows George did not know the value of his estate. The First Amendment undervalues his Corta Bella Property by approximately three hundred thousand dollars.⁹⁰ When required to list the value in the home under penalty of perjury on the Declaration of Value, George listed nothing.⁹¹ It was also bizarre that George would express the value of his Corta Bella Property, but fail to value the furnishings that he was transferring which greatly exceeded the value of the home.⁹² George did not act as if he realized he had transferred away his home considering that his Trust continued to pay for all the expenses of ownership from utilities, to maintenance, to HOA fees. George was also an individual, that since 2016, was unable to understand his finances despite multiple attempts from multiple people trying to explain it to him, even when George was actively trying to write the information down.

The combined objective evidence demonstrates that George could not have had capacity to execute the First Amendment and the Second Amendment, and Petitioner is confident that testimony elicited from his caregivers around the time of the amendments would undoubtedly reveal the same.

⁸⁶ See, Exhibit 16 and Exhibit 17.

⁸⁷ See, Exhibit 15.

⁸⁸ See, Exhibit 23, Section 3.

⁸⁹ See, Exhibit 16, Exhibit 17.

⁹⁰ See, Exhibit 23; c.f. Exhibit 24.

⁹¹ See, Exhibit 25 (Although the document is signed by Kenneth Burns, as the principle George was responsible for the information within)

⁹² *Id.*

**B. CARY MUST BE REMOVED AS SOLE TRUSTEE AS A RESULT OF
INVALID APPOINTMENT AND FIDUCIARY BREACHES**

If the Court agrees that the First Amendment and Second Amendment are invalid, then it should, at a minimum, appoint Tara, Cary and Petition as joint trustees. However, the better option is to remove Cary as a trustee in his entirety as a result of the fiduciary breaches identified above, including: the financial exploitation of George; the undue influence he exerted to obtain the First Amend and Second Amendment to the Trust; and the misuse of Trust funds for his personal expenses.

**C. THE TRUSTEE CANNOT ADVOCATE FOR A POSITION BENEFITING
HIMSELF AS A BENEFICAIRY**

The Nevada Supreme Court has recently ruled that a trustee breaches their fiduciary duties “when she advocated as trustee for a trust interpretation favoring herself as beneficiary.” See Ahern v. Montoya (In re Connell Tr.), 393 P.3d 1090, 1094 (Nev. 2017). Herein, there can be no doubt that Cary’s is advocating for a trust position that only benefits him as a fiduciary, where it is how much personal property he gets, the validity of documents which benefited only him, or a twisted interpretation of the First Amendment and Second Amendments “no contest” clause. Since Cary cannot help but have a breach of fiduciary duty, it is appropriate to name an independent trustee until the court has resolved this issue, and an independent trustee who can account for *all* of the assets of the trust.

**D. EVEN IF THE AMENDMENTS ARE VALID PETITIONER DID NOT
PERFORM ACTS JUSTIFYING FORFEITURE OF HER INHERITNANCE
RIGHTS**

A no-contest clause “express[es] a directive to reduce or eliminate the share allocated to a beneficiary ... if the beneficiary takes action to frustrate or defeat the settlor’s intent as expressed in the trust.” See, NRS 163.00195(6)(a). If triggered, a no-contest clause generally “must be enforced by the court.” See, NRS 163.00195(1). “Whether there has been a ‘contest’ within the meaning of a particular no-contest clause depends upon the circumstances of the particular case and the language used.” See, Johnson v. Greenelsh, 47 Cal.4th 598, 100 Cal.Rptr.3d 622, 217 P.3d 1194, 1198 (2009)

(internal quotations omitted). No-contest clauses exist to “protect estates from costly and time-consuming litigation and minimize the bickering over the competence and capacity of testators, and the various amounts bequeathed.” See, Russell v. Wachovia Bank, N.A., 370 S.C. 5, 633 S.E.2d 722, 725-26 (2006) (internal quotation marks omitted). Still, “[t]he law abhors a forfeiture.” See, Organ v. Winnemucca State Bank & Trust Co., 55 Nev. 72, 77, 26 P.2d 237, 238 (1933). Therefore, “[a]lthough no contest clauses are enforceable and favored by the public policies of discouraging litigation and preserving the transferor’s intent, they are nevertheless strictly construed and may not be extended beyond their plainly intended function.” See, Johnson, 100 Cal.Rptr.3d 622, 217 P.3d at 1198; See also Ivancovich v. Meier, 122 Ariz. 346, 595 P.2d 24, 30 (1979); Saier v. Saier, 366 Mich. 515, 115 N.W.2d 279, 281 (1962).

Assuming *arguendo* they are valid, neither the First Amendment nor Second Amendment allude to a caveat as being grounds to invoke the “no contest” clause. The amendments state:

For purposes of the Incontestability provisions of Section 7.02 above, any action commenced in the United Kingdom by a beneficiary of this Trust with respect to property owned there by the deceased Trustor, MAUREEN D. DUCKWORTH, that seeks to have such property (or the proceeds of sale of such property) to be distributed in any manner other than provided for by the intestacy laws of the United Kingdom shall be considered a contest of the provisions of this Trust.

Petitioner has taken no action to have her mother’s property distributed in a way that deviates from intestacy laws. Instead Petitioner filed a “caveat” which was a hold, and she did so prior to even being made aware of the First Amendment. After the August 14, 2019 letter from Cary’s counsel reveal notifying her that a *renewal* of her “caveat” or disputing of the “warning off” would be deemed a contest, she took no further action. Cary has produced no evidence in his Opposition that shows her taking any further action after the August 14, 2019 letter was sent. Thus, she did not provoke the “no contest” clauses of the later, dubious, amendments.

WHEREAS, Petitioner request from this Court,

A. An Order from this Court taking jurisdiction of the Trust

B. An Order compelling Cary to give a full account of Trust assets

- 1 C. An Order removing Cary and appointing an independent trustee;
- 2 D. An Order declaring the First Amendment and Second Amendment to the Trust void;
- 3 E. An Order removing Cary as the Trustee and appointing Petitioner; alternative an Order
- 4 removing Cary and appointing an independent trustee;
- 5 F. An Order finding that Petitioner did not violate the "no contest" provisions of the later
- 6 amendments.
- 7 G. An Order for Cary to pay Petitioners Attorney Fees and Cost incurred in bringing this
- 8 matter;
- 9 H. An Order opening discovery and setting an evidentiary hearing; and
- 10 I. On Order for others such relief as the Court deems proper.

11
12 DATED this ^{25th} ~~21st~~ day of August, 2020.

13 JERIMY KIRSCHNER & ASSOCIATES, PLLC

14
15 /s/Jerimy L. Kirschner, Esq.
16 JERIMY L. KIRSCHNER, ESQ.
17 Nevada Bar No. 12012
18 5550 Painted Mirage Rd., Suite 320
19 Las Vegas, NV 89149
20 Telephone: (702) 563-4444
21
22
23
24
25
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28

VERIFICATION

I, KYLA DUCKWORTH, declare that:

1. Supplement To Petition To Compel Proper Accounting And To Compel Turnover Of Trust Documents; AND Response To Counter-Petition

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


Kyla Duckworth

EXHIBIT 13

STATE OF NEVADA

CERTIFICATION OF VITAL RECORD

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

CASE FILE NO. 4114287

2019022817
STATE FILE NUMBER

TYPE OR
PRINT IN
PERMANENT
BLACK INK

DECEDENT

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

PARENTS

DISPOSITION

TRADE CALL

CERTIFIER

REGISTRAR

CAUSE OF
DEATH

CONDITIONS IF
ANY WHICH
GAVE RISE TO
IMMEDIATE
CAUSE
STATING THE
UNDERLYING
CAUSE LAST

1a. DECEASED NAME (FIRST, MIDDLE, LAST, SUFFIX) George Michael DUCKWORTH		2. DATE OF DEATH (Mo/Day/Year) November 16, 2019		3a. COUNTY OF DEATH Clark	
3b. CITY, TOWN, OR LOCATION OF DEATH Las Vegas		3c. HOSPITAL OR OTHER INSTITUTION (Name; if not either, give street or apt. no.) Nathan Adelson Hospice-Tenaya Hospice Facility (HFS)		4. SEX Male	
5. RACE (Specify) White		6. Hispanic Origin? Specify No - Non-Hispanic		7a. AGE - Last Birthday (Years) 95	
7b. UNDER 1 YEAR (Specify) MOSES DAYS HOURS MINS		8. DATE OF BIRTH (Mo/Day/Yr) June 26, 1924			
9a. STATE OF BIRTH (If not US/CA, name country) Missouri		9b. CITIZEN OF WHAT COUNTRY United States		10. EDUCATION 13	
11. MARITAL STATUS (Specify) Widowed		12. SURVIVING SPOUSE'S NAME (Last name prior to first marriage) Evelyn MCGRATH			
13. SOCIAL SECURITY NUMBER 3584		14a. USUAL OCCUPATION (Give kind of work done during most of life) Owner		14b. KIND OF BUSINESS OR INDUSTRY HOTEL/CASINO	
15a. RESIDENCE - STATE Nevada		15b. COUNTY Clark		15c. CITY, TOWN OR LOCATION Las Vegas	
15d. STREET AND NUMBER 1829 Corta Bella Drive		15e. WIDE CITY UNITS (Specify Yes or No) Yes			
16. FATHER/PARENT - NAME (First, Middle, Last, Suffix) Charles J RICH			17. MOTHER/PARENT - NAME (First, Middle, Last, Suffix) Evelyn MCGRATH		
18a. INFORMANT - NAME (Type or Print) Cary DUCKWORTH			18b. MAILING ADDRESS (Street or R.F.D. No., City or Town, State, Zip) 1829 Corta Bella Drive Las Vegas, Nevada 89134		
19a. BURIAL, CREMATION, REMOVAL, OTHER (Specify) Entombment		19b. CEMETERY OR CREMATORY - NAME Palm Downtown Cemetery		19c. LOCATION - City or Town, State Las Vegas Nevada 89101	
20a. FUNERAL DIRECTOR - SIGNATURE (Or Person Acting as Such) JENNA DAUNT		20b. FUNERAL DIRECTOR LICENSE NUMBER FD661		20c. NAME AND ADDRESS OF FACILITY Palm Mortuary-Downtown 1325 North Main Street Las Vegas NV 89101	
21. TRADE CALL - NAME AND ADDRESS					
21a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title) MIKE Y JEONG DO		21b. DATE SIGNED (Mo/Day/Yr) November 20, 2019			
21c. HOUR OF DEATH 12:45		21d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)		21e. SIGNATURE AUTHENTICATED	
22a. On the basis of examination and/or investigation, in my opinion, death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title)		22b. DATE SIGNED (Mo/Day/Yr)		22c. HOUR OF DEATH	
22d. PRONOUNCED DEAD (Mo/Day/Yr)		22e. PRONOUNCED DEAD AT (Hour)		22f. SIGNATURE AUTHENTICATED	
23a. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, ATTENDING PHYSICIAN, MEDICAL EXAMINER, OR CORONER) (Type or Print) Mike Y Jeong DO 3150 N Tenaya Las Vegas, NV 89128				23b. LICENSE NUMBER DO1024	
24a. REGISTRAR (Signature) NANCY BARRY		24b. DATE RECEIVED BY REGISTRAR (Mo/Day/Yr) November 21, 2019		24c. DEATH DUE TO COMMUNICABLE DISEASE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
25. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).) End Stage Senile Degeneration Of The Brain					
PART I				Interval between onset and death	
(a) DUE TO, OR AS A CONSEQUENCE OF:				Interval between onset and death	
(b) DUE TO, OR AS A CONSEQUENCE OF:				Interval between onset and death	
(c) DUE TO, OR AS A CONSEQUENCE OF:				Interval between onset and death	
(d) DUE TO, OR AS A CONSEQUENCE OF:				Interval between onset and death	
PART II OTHER SIGNIFICANT CONDITIONS-Conditions contributing to death but not resulting in the underlying cause given in Part I.				25. AUTOPSY (Specify Yes or No) No	
26a. ACC. RULING, HAIL, UNDER, OR PENDING INVEST. (Specify)		26b. DATE OF INQUIRY (Mo/Day/Yr)		26c. HOUR OF INQUIRY	
26d. DESCRIBE HOW INQUIRY OCCURRED		26e. PLACE OF INQUIRY - At home, farm, street, factory, office building, etc. (Specify)			
26f. INQUIRY AT WORK (Specify Yes or No)		26g. LOCATION		26h. STREET OR R.F.D. No. CITY OR TOWN STATE	

LOCAL REGISTRAR

VRS Rev 20120523a

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

Registrar of Vital Statistics

DATE ISSUED:

NOV 26 2019

This Copy not valid unless prepared on engraved border displaying date, seal and signature of Registrar.
SOUTHERN NEVADA HEALTH DISTRICT • P.O. Box 3902 • Las Vegas, NV 89127 • 702-759-1010 • Fax ID # 88-0151573

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



EXHIBIT 14

To Whom This May Concern,

6/9/2016

George Duckworth has been my patient since the beginning of 2016 and it is in my medical judgment that he regularly requires physical assistance with daily activities of living due to age-related physical debility as well as mild decreased cognition. Contact me with any questions. Thank you.

Marcos Gomez, PA-C

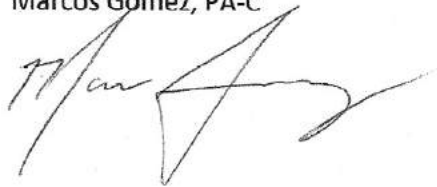
A handwritten signature in black ink, appearing to read 'Marcos Gomez', with a stylized flourish at the end.

EXHIBIT 15

RE: Thank you for the letter

From: Kisat, Mansoor (Mansoor.Kisat@morganstanley.com)

To: kmd118@yahoo.com

Date: Thursday, June 16, 2016, 12:57 PM PDT

Hi. Kyla

Truly appreciate all your efforts, I know and understand how frustrating this is for you, When I spoke to him he tried to write the information down, could not follow the number and got upset with me as he was getting frustrated. I did not take his anger personally as I knew the history.

I did suggest that maybe he should have you or your brother get involved in this but he adamantly refused, When I suggested that maybe your wife can help, he started to bad mouth her, so I cut the conversation short and went the letter route.

I will call him later today as they want to debit his account to clear up this matter.

Thanks again for your help.

Regards,

All your accounts. Any institution. One view. Learn more - watch the three minute OneView Video

Mansoor Kisat

Financial Planning Specialist

Senior Vice President

Morgan Stanley - Wealth Management

3993 Howard Hughes Parkway

Suite 800

Las Vegas NV 89169

Tel 702-792-2045

Tel 800-247-2265

Fax 702-369-3434

mansoor.kisat@morganstanley.com

NMLS#1431032

-----Original Message-----

From: Kyla Duckworth [mailto:kmd118@yahoo.com]

Sent: Thursday, June 16, 2016 12:32 PM

To: Kisat, Mansoor (Wealth Mgmt MS)

Subject: Thank you for the letter

Hi Mansoor,

Thank you for sending the letter to my Dad. I have tried my very best to explain it to him but to no avail. Tragically, he is having some severe cognition problems and he is just not understanding it. He gets easily frustrated with and angry (at me) which makes me very sad and overwhelmed, so I have had to walk away from this. I just wanted to give you a heads up and let you know I have tried my very best to resolve this. He said he may be calling you.

Take care,

Kyla

Sent from my iPhone

Important Notice to Recipients:

Please do not use e-mail to request, authorize or effect the purchase or sale of any security or commodity. Unfortunately, we cannot execute such instructions provided in e-mail. Thank you.

10/18/2019

Yahoo Mail - RE: Thank you for the letter

The sender of this e-mail is an employee of Morgan Stanley Smith Barney LLC ("Morgan Stanley"). If you have received this communication in error, please destroy all electronic and paper copies and notify the sender immediately. Erroneous transmission is not intended to waive confidentiality or privilege. Morgan Stanley reserves the right, to the extent permitted under applicable law, to monitor electronic communications. This message is subject to terms available at the following link: <http://www.morganstanley.com/disclaimers/mssbemail.html>. If you cannot access this link, please notify us by reply message and we will send the contents to you. By messaging with Morgan Stanley you consent to the foregoing.

EXHIBIT 16

FYI


From: Tara Kassity (tkassity@surewest.net)
To: kmd118@yahoo.com; cary@star7vegas.com; Diane.Varney@cbvegas.com
Cc: daniel.kassity@partners.mcd.com
Date: Sunday, February 11, 2018, 02:27 PM PST


Here is a current list/history of Dads medical issues.

Thanks,

Tara

Tara Kassity

 Virus-free. www.avast.com

 George Duckworth Medical Recap.xlsx

George Duckworth
1829 Corta Bella Drive
Las Vegas,NV 89134
DOB [REDACTED]

ALLERGIES
Seroquel or any anti-psychotic, Advil, Codeine, Delautid/Morphine
NOTES:
Metabolizes meds very slowly, lingering affects of confusion and anxiety from anesthesia or heavy pain killers or sedatives

*Current Primary Care Doctor-Amanda Aydin with Visiting Medical Clinic 702-749-9979

Home Health & PT provided by Encompass Home Health 702-384-1962

CURRENT MEDS

		Morning	Mid-Morning	Afternoon	With Dinner	Before Bed
(1) Preservision Eye Vitamin Areds2	macular degeneration	X			X	
(1) Docusate Sodium stool softener 100mg	blocked bowels in past	X			X	
(1) Vitamin D-3 - 5000 IU	low levels in past	X				
(1) Folic Acid (Deplin) 1 mg	low iron level	X				
Miralax (17mg)	blocked bowels in past		X	X		
(1) 81 mg Ecotrin Aspirin	preventative				X	
(1) Finasteride 5 mg	prescribed after prostate cancer 2010				X	
(1) Tamsulosin .4mg	prescribed after prostate cancer 2010				X	
(1) Memantine 5mg	Prescribed 2017 by Dr Thummala -short term issues					X
(1) Gabapentin 100mg	Neuropathy in legs					X
(1) Amitriptyline 50 mg	restless legs					X

SURGERIES/TREATMENTS/CONDITIONS

PHYSICIAN

CONTACT

1972 Gall Bladder removed	General Surgeon in Los Angeles	
1995 Left knee replaced with Titanium	Ortho in San Diego CA	
2009 blood clot in left lung - dissolved with meds	Dr Thummala	702-952-2140
2010 Cyberknife on left lung lobe -(adenocarcinoma) one lesion	Dr Sinopoli-Comp Cancer Center	702-952-2140
2010 Prostate radiation	Dr Sinopoli-Comp Cancer Center	702-952-2140
2014 Hermia Surgery	Dr Wydell Williams	702-383-4040
2014 Bowel Resection/ Ileus	Dr Wydell Williams	
2011-present low white blood cell following pelvic radaition, has recd shots	Dr Thummala	702-952-2140
Ongoing shots in both eyes for wet and drymacular degeneration	Dr Kwong Lee/ Nevada Retina Ctr	702-732-4500
Poor kidney function- not on dialysis	Dr Jeffrey Ryu	702-727-3099
Has been told he is pre-diabetic by home health	Home Health through Encompass	
High Blood pressure in past (just stopped meds)	Home Health through Encompass	
MTHFR Gene Mutation C677T (tested because daughter has it)	Home Health through Encompass	
Dermatology - basal cell, melanoma, squamous, keratosis	Dr Nate Morgan	702-255-6647
Cardiology - High Triglycerides in past	Dr Cuong Nguyen	702-360-7600
Routine Dentistry	Dr James Saycich	702-367-9599
Routine eye exam - Shepard eye clinic		702-781-2088

EXHIBIT 17

Brian Wood

GEORGE DUCKWORTH - DOB: [REDACTED]

1829 CORTA BELLA DRIVE, LAS VEGAS, NV 89134

Share any questions or concerns you have with your health care team.

LVS - LAS VEGAS, NV, (702) 384-1962

Branch Contact: TINA HINZE, RN

Dates of Service: 02/11/2018 - 04/11/2018			Visit Frequency/Schedule					
Week	Week Dates	Skilled Nurse	Physical Therapist	Occupational Therapist	Speech Therapist	Medical Social Worker	Home Health Aide	Other
Week: 1	02/11/2018 to 02/17/2018	1	2		1			
Week: 2	02/18/2018 to 02/24/2018	1	2					
Week: 3	02/25/2018 to 03/03/2018	1	2					
Week: 4	03/04/2018 to 03/10/2018							
Week: 5	03/11/2018 to 03/17/2018	1						
Week: 6	03/18/2018 to 03/24/2018							
Week: 7	03/25/2018 to 03/31/2018	1						
Week: 8	04/01/2018 to 04/07/2018							
Week: 9	04/08/2018 to 04/14/2018	1						

Allergies: NO KNOWN ALLERGIES

Current Medications					
Medicine name and how to take	Strength of medicine	How much to take	When to take	Reason to take	Notes: Agency Administered
Alprazolam Oral	0.25 mg	1Tab	2 Times Daily	Relaxant	N
Amitriptyline Oral	25 mg	1Tab	Daily	Anti Depressant	N
Aspir-81 Oral	81 mg	1Tab	Daily	Blood Thinner	N

GEORGE DUCKWORTH - DOB: [REDACTED]

1829 CORTA BELLA DRIVE, LAS VEGAS, NV 89134

Share any questions or concerns you have with your health care team.

LVS - LAS VEGAS, NV, (702) 384-1962

Current Medications						
Medicine name and how to take	Strength of medicine	How much to take	When to take	Reason to take	Notes:	Agency Administered
Benzonatate Oral	100 mg	1 Cap	3 Times Daily - Take Only As Needed	Cough		N
Ferrous Sulfate Oral	325 mg (65 mg iron)	1 Tab	2 Times Daily	Iron Supplement		N
Finasteride Oral	5 mg	1 Tab	Daily	For Bph		N
Folic Acid Oral	1 mg	1 Tab	Daily	Supplement		N
Levalbuterol Hcl Inhalation	0.63 mg/3 mL	1 Vial	Every 6 Hours	Breathing	Every 6 Hours While Awake.	N
Memantine Oral	5 mg	1 Tab	Daily	For Dementia		N
Miralax Oral	17 gram	17Gm	2 Times Daily	Fiber		N
Preservision Areds 2 Oral	1tab	1Tab	Daily	Supplement		N
Stool Softener Oral	100 mg	1Tab	2 Times Daily	Stool Softener		N
Tamsulosin Oral	0.4 mg	1Tab	Daily	For Bph		N
Vitamin B Complex Oral	1tab	1Tab	Daily	Supplement		N
Vitamin D3 Oral	5,000 unit	1Tab	Daily	Supplement		N
Zyrtec Oral	10 mg	1Tab	Daily	Anti Allergy		N

GEORGE DUCKWORTH - DOB: [REDACTED]

1829 CORTA BELLA DRIVE, LAS VEGAS, NV 89134

Share any questions or concerns you have with your health care team.

LVS - LAS VEGAS, NV, (702) 384-1962

Treatments

PHYSICAL THERAPIST

Physical therapy to be provided

Physical therapy: balance training exercises

Physical therapy: gait training and/or home walking program

Physical therapy: strength training

EXHIBIT 18

SHM- Summerlin Hospital Medical Center
657 Town Center Drive
Las Vegas, NV 89144-6367
(702) 233-7000

Patient Summary

Visit Summary For MAUREEN DUCKWORTH

We would like to thank you for allowing us to assist you with your healthcare needs. Our entire staff strives to provide an excellent experience for our patients and their families. The following includes information regarding your visit.

Age: 80 years **Sex:** Female **DOB:** [REDACTED] **MRN:** 4136759
Address: 1829 CORTA BELLA DR LAS VEGAS, NV 891346144
Home: [REDACTED] **Work:** -- **Mobile:** --
Primary Care Provider: Aydin, Amanda L APRN
Race: White **Ethnicity:** Non-Hispanic
Language: ENG-English
Health Plan: --

Discharge Diagnoses

Abdominal distension (R14.0)
Abdominal pain (R10.9)
Acute UTI (N39.0)
Acute encephalopathy (G93.40)
Acute onset sepsis (A41.9)
Acute pain (R52)
Anticoagulated on Coumadin (Z51.81)
Atrial fibrillation (I48.91)
C. difficile colitis (A04.7)
Chest wall trauma (S29.9XXA)
Debility (R53.81)
Diarrhea (R19.7)
Metabolic encephalopathy (G93.41)
Pneumonia (J18.9)
Severe sepsis (R65.20)

Encounter Type:Inpatient
Discharge Date/Time:

Patient Name: DUCKWORTH, MAUREEN
MRN: SHM4136759

FIN: SHM0000014816656

3 of 35
01/31/2018 18:46:42

Provider Information:

Primary Care Provider:

Name: Aydin, Amanda L APRN

Phone: (702)749-9979

Attending Physician: Alim MD, Khwaja S

Comment:

Call your physician if symptoms worsen, pain occurs and/or it is not relieved by medication, or fever greater than 100 degrees. If you have persistent vomiting, chest pain, or difficulty breathing seek immediate medical attention.

The physicians and staff of SHM- Summerlin Hospital Medical Center encourage you to lead a healthy lifestyle. If you smoke, we strongly urge you to quit. Contact your local American Lung association for additional information.

DUCKWORTH, MAUREEN has been given the following list of patient education materials, prescriptions and follow-up instructions:

Allergies

Percocet 10/325

Dilaudid-HP

MEDICATION INFORMATION

Below is the list you should now take at home after discharge. Do not stop taking these medications unless advised by your Primary Care Physician. If there are medications not on this list you have questions about, please contact your Primary Care Physician.

Discharge Medications

Home Medications

acetaminophen (acetaminophen 325 mg oral tablet) 650 mg, 2 Tabs, Oral, q4H, PRN: Pain (1-3)/Fever, 0 Refill(s)

albuterol (Proventil HFA 90 mcg/inh inhalation aerosol) 2 Puffs, Inhalation, QID, PRN: for wheezing, 25 gm, 0 Refill(s)

baclofen (baclofen 10 mg oral tablet) 10 mg, 1 Tabs, Oral, q8H, PRN: as needed for muscle spasm, 0 Refill(s)

cholecalciferol (cholecalciferol 1000 intl units oral tablet) 5,000 Intl_units, 5 Tabs, Oral, Daily, 0 Refill(s)

cyanocobalamin (cyanocobalamin 1000 mcg/mL injectable solution) 1,000 mcg, 1 mL, IntraMuscular, q30days, 0 Refill(s)

dronedarone (Multaq 400 mg oral tablet) 400 mg, 1 Tabs, Oral, BID, 0 Refill(s)

Patient Name: DUCKWORTH, MAUREEN
MRN: SHM4136759

FIN: SHM0000014816656

4 of 35
01/31/2018 18:46:42

DULoxetine (Cymbalta 60 mg oral delayed release capsule) 60 mg, 1 Caps, Oral, qHS, 90 Caps, 0 Refill(s)

fluticasone nasal (fluticasone 50 mcg/inh nasal spray) 100 mcg, 2 Sprays, Nasal, BID, 0 Refill(s)

gabapentin (gabapentin 100 mg oral capsule) 100 mg, 1 Caps, Oral, qHS, 0 Refill(s)

hydrocodone-acetaminophen (Norco 5 mg-325 mg oral tablet) 1 Tabs, Oral, TID, for 1 Days, PRN: Pain 4 - 6 (Moderate), 3 Tabs, 0 Refill(s)

ipratropium-albuterol (albuterol-ipratropium 2.5 mg-0.5 mg/3 mL Inh Sol) 3 mL, NEB, RT q6H, PRN: Shortness of Breath, 0 Refill(s)

levothyroxine (levothyroxine 50 mcg (0.05 mg) oral tablet) 50 mcg, 1 Tabs, Oral, qAM, 0 Refill(s)

metroNIDAZOLE (metroNIDAZOLE 500 mg/100 mL intravenous solution) 500 mg, 100 mL, IV Piggyback, q8H, 0 Refill(s)

ondansetron (ondansetron 2 mg/mL injectable solution) 4 mg, 2 mL, IV Push, q4H, PRN: Nausea/Vomiting, 0 Refill(s)

vancomycin (vancomycin 25 mg/mL oral liquid) 500 mg, 20 mL, Oral, q6H Interval, 0 Refill(s)

warfarin (warfarin 5 mg oral tablet) 5 mg, 1 Tabs, Oral, qSunday, 0 Refill(s)

Below is a list of medications you were taking at home before your visit, during your hospital stay and new prescriptions. The list provides an explanation of what changes were made to those medications.

New Medications

OTC, No Rx, Other Medications

acetaminophen (acetaminophen 325 mg oral tablet) 2 Tabs By Mouth Every 4 hours as needed Pain (1-3)/Fever.

cyanocobalamin (cyanocobalamin 1000 mcg/mL injectable solution) 1 Milliliter Intramuscular Every 30 days.

fluticasone nasal (fluticasone 50 mcg/inh nasal spray) 2 Sprays Nasal Inhalation 2 Times a Day.

gabapentin (gabapentin 100 mg oral capsule) 1 Capsules By Mouth at Bedtime.

ipratropium-albuterol (albuterol-ipratropium 2.5 mg-0.5 mg/3 mL Inh Sol) 3 Milliliter Nebulized inhalation (aerosol) every 6 hours as needed Shortness of Breath.

metroNIDAZOLE (metroNIDAZOLE 500 mg/100 mL intravenous solution) 100 Milliliter Intravenous Piggyback Every 8 hours

ondansetron (ondansetron 2 mg/mL injectable solution) 2 Milliliter IV Push Every 4 hours as needed Nausea/Vomiting.

vancomycin (vancomycin 25 mg/mL oral liquid) 20 Milliliter By Mouth Now and Every 6 hours.

Medications to Continue Taking That Have Changed

Printed Prescriptions

START: **hydrocodone-acetaminophen (Norco 5 mg-325 mg oral tablet)** 1 Tabs By Mouth 3 Times a Day as needed Pain 4 - 6 (Moderate) for 1 Days. Refills: 0.

OTC, No Rx, Other Medications

START: **cholecalciferol (cholecalciferol 1000 intl units oral tablet)** 5 Tabs By Mouth Daily.

START: **warfarin (warfarin 5 mg oral tablet)** 1 Tabs By Mouth Every Sunday.

Continued Medications (No Change)

OTC, No Rx, Other Medications

albuterol (Proventil HFA 90 mcg/inh inhalation aerosol) 2 Puffs Inhalation 4 Times a Day as needed for wheezing. Refills: 0.

baclofen (baclofen 10 mg oral tablet) 1 Tabs By Mouth Every 8 hours as needed as needed for muscle spasm.

dronedarone (Multaq 400 mg oral tablet) 1 Tabs By Mouth 2 Times a Day.

DULoxetine (Cymbalta 60 mg oral delayed release capsule) 1 Capsules By Mouth at Bedtime.

levothyroxine (levothyroxine 50 mcg (0.05 mg) oral tablet) 1 Tabs By Mouth Every AM.

No Longer Take the Following Medications

diphenhydramine (Benadryl 25 mg oral capsule) 1 Capsules By Mouth 3 Times a Day as needed as needed for allergy symptoms.

furosemide (furosemide 20 mg oral tablet) 1 Tabs By Mouth Every AM.

Patient's Own Med , Potassium Chloride 20meq/5ml. Give 7.5ml daily

Patient's Own Med #2 , Fluticasone Nasal Spray 2 Spray each nostril daily

Patient's Own Med #2 , Methylated B complex 1 tab bid

Medications on Hold (Contact Primary care provider with questions)

None

Immunizations

No Immunizations Documented This Visit

Comment:

Discharge Orders

Discharge Request

01/31/18 10:43:00 PST, Skilled Nursing Facility, Alim MD, Khwaja S

Disposition Arrangement Status:

Discharge Transportation Arrangement:

Transportation Provider:

Transportation Planned Date and Time:

Home Equipment Arrangement Status:N/A

EXHIBIT 19

R. GARDNER JOLLEY
WILLIAM R. URGAL
BRUCE L. WOODBURY
BRIAN E. HOLTHUS
DAVID J. MALLEY

OF COUNSEL
CHARLES T. COOK
MICHAEL R. ERNST
JOSEPH W. BROWN
ROBERT F. LIST

JOLLEY URGAL attorneys
WOODBURY & HOLTHUS at law

330 S. RAMPART BOULEVARD
SUITE 380
LAS VEGAS, NEVADA 89145
TELEPHONE (702) 699-7500
FACSIMILE (702) 699-7555

juwlaw.com

BOULDER CITY OFFICE

1000 NEVADA WAY
SUITE 105
BOULDER CITY, NEVADA
89005
(702) 293-3674

BARBARA YAMAMOTO
OFFICE ADMINISTRATOR

July 27, 2020

Via Email – jerimy@jkirschnerlaw.com and U.S. Mail

Jerimy Kirschner, Esq.
JERIMY KIRSCHNER & ASSOCIATES PLLC
5550 painted Mirage Road, #320
Las Vegas, NV 89149

Re: In the Matter of the Duckworth Family Trust, Dated March 12, 2015
Case No.: P-20-103183-T

Dear Mr. Kirschner

I was disappointed in your response in that both of my previous letters where I discussed the matter I proposed that we should try to resolve it. Instead, you chose in your letter to take a hostile attitude stating what a horrible person Cary is and attacking the accounting even though it was prepared by the accountant and finalized by Mr. Burns. Then you chose to attack Mr. Burns although he's deceased mentioning that his estate planning practice are under review by not only Kyla but other people keep in mind my letter merely disagreed with your comments in your July 2nd letter.

I don't agree at all with you five points set forth on page 2. I find number 5. especially offensive especially when you blame Mr. Burns claiming that in February of 2018 Cary arranged for George to amend his Estate Planning to benefit Cary. The fact is the only document created was a Power of Attorney prepared by Carrie Hurtik. George, Cary and Tara were very upset that against the wishes of all of them that Kyla removed Maureen from the residence against the wishes of all of the family members, including Maureen. Ms. Hurtik had previously advised all three siblings that they should use the monies from the English bank accounts and a refusal to do so would be a violation of their fiduciary duty. Kyla still refused to allow the release of any monies from the English bank accounts. George ask Ms. Hurtik to prepare a Power of Attorney removing Kyla and keeping Cary and Tara as the co-holders of the power. Ms. Hurtik previously sent correspondence to the three siblings advising them the parents was out of monies and recommended they use the monies in the English bank accounts. Ms. Hurtik was very upset at Kyla because Kyla refused to provide monies from the English bank accounts to pay the bills of George and Maureen which forced them to sell the bonds owned by them at a loss.

Jeremy Kirschner, Esq.

July 27, 2020

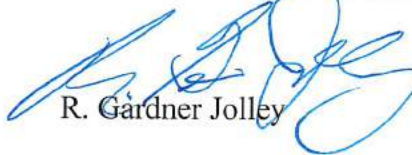
Page | 2

Based upon your latest letter it is clear this matter will have to be litigated which I think is a waste of time. I just spent four years winning a case where I represented a Trustee where I tried to convince the attorney in the beginning to resolve the matter prior to first hearing date but I was unsuccessful. We were in trial for 11 days and after I won the case it was subject to numerous appeals and motions and the final ruling was entered in June of this year. As a result, most of the funds in the Trust were used to pay Trustee fees and costs whereby the ones who would have received the assets were left with nominal amounts consisting of the beneficiaries who chose to attack the Trustee.

As far as requesting an extension, I noted in the beginning that by letter you had requested a continuance from Mr. Burns on January 29, 2020 two days before the hearing although you notified Mr. Burns on December 10, 2019 that you had been retained by Kyla. Although normally, I would have made a phone call to another attorney, keep in mind I have never previously dealt with you and didn't know what you would consider normal procedure since everything I saw relating to you was in writing.

Yours truly,

JOLLEY URGAL WOODBURY & HOLTHUS



R. Gardner Jolley

RGJ/nt

cc: Cary Duckworth – via email

EXHIBIT 20

Morgan Stanley

February 7, 2018



002925 MSHRR0A1 000000 137 160
MSL FBO GEORGE M & MAUREEN D
DUCKWORTH TTEES DUCKWORTH FAMILY
TRUST U/A/D 03-12-15
1829 CORTA BELLA DRIVE
LAS VEGAS NV 89134-6144

MANSOOR KISAT
Financial Advisor
702-792-2000
www.morganstanley.com

ACCOUNT NUMBERS: [REDACTED] 273
[REDACTED] 887

PLEASE REVIEW | CHANGE OF CONTACT INFORMATION

Morgan Stanley is committed to providing you with timely information about any changes that may affect your account.

What you need to know:

A change of email address and/or telephone number has recently been processed for your account(s). For your protection, we are sending you this confirmation to verify that you requested the change(s) below and that the information is correct.

Please note that any change indicated below will not affect your Morgan Stanley Online access or eDelivery preferences.

What you need to do:

Please review these details carefully and contact us with any questions.

If you would like to update your email address associated with Morgan Stanley Online, or to update your eDelivery preferences, please visit www.morganstanley.com/online.

However, if your change was to add, delete or modify a mobile number and you subscribe to text messages from Morgan Stanley Online, those messages have been disabled.

- To re-enable text messages, please go to Morgan Stanley Online, access the Services Menu, then select Manage Alerts followed by Delivery Preferences. Here you will need to re-accept texting Terms and Conditions when you choose SMS as a delivery method.

Phone Numbers on Record for GEORGE M DUCKWORTH

[REDACTED] 3382 [REDACTED] 3660 [REDACTED] 4598

Email Address on Record for GEORGE M DUCKWORTH

GDUCKWORTH@cox.net

We value you as a client and thank you for the opportunity to serve your financial needs.

EXHIBIT 21

Deckworth, George & Kim - Cortabella HOA

Cortabella HOA Insert Format Text

Save & New - Save & Send - Save & Close - Delete - Actions

General United List Details All Fields Residents Vehicle Information Activities Certificates Show

Email Meeting Call Business Card Picture Categorize Follow Up Callings ABC Shipping Contact Notes Printing OneNote

Communicate

Resident Name: Duckworth, George & Kim

File As: Duckworth, George & Kim

Homeowner name: Duckworth, George & Kim

Status of house: occupied by owner

Resident Address: 1829 Costa Bella

Home: [REDACTED] 353

Cell 1: [REDACTED] 0263 (PAT CALL #1 ST)

Cell 2: [REDACTED] 333 (Kyla)

Business:

Emergency Contact:

Emergency Contact 2:

Emergency Contact 3:

Other #:

(NOTE) > PAT VAN HOLTON IS LIVING @ THE DUCKWORTH'S (PRIVATE NURSE) CW 602-576-0263

(NOTE) > ADMIT LOLA, ADALINE & MARIA (CARE GIVERS) AT ALL TIMES

DO NOT LET KYLA DUCKWORTH ONTO PROPERTY SHE DRIVES A GREY JEEP GRAND CHEROKEE WITH CA PLATES 5JCE892 JEEP WILL HAVE A CB STICKER CALL CARY IF SHE ARRIVES ON PROPERTY

6/22 > ADMIT POD ACR APPROVED

Categories...

0334

EXHIBIT 22

Re: Tara and Cary

From: Tara's Surewest (tkassity@surewest.net)

To: kmd118@yahoo.com

Cc: cary@star7vegas.com

Date: Friday, March 2, 2018, 02:21 PM PST

Thank you for your email Kyla.

It reiterates what I said yesterday... that CJ and I have taken over all aspects of Dads care.

I know it has been a lot for you and I am appreciative for what you have done.

I was hoping that Maria, Lola or Adeline could help out from time to time because Dad enjoys them.

Thanks,
Tara

Tara

Sent from Tara Kassity's iPhone

██████████ 1424

tkassity@surewest.net

On Mar 2, 2018, at 1:38 PM, Kyla Duckworth <kmd118@yahoo.com> wrote:

Tara and Cary,

As you both know, I have dedicated the last four plus years of my life to caring for every need health and otherwise of Mom and Dad, by myself. I have been away from home taking care of Mom by myself 24/7 since Jan 20 2018, first in critical care at Summerlin Hospital and now at Las Ventanas Skilled Nursing. I have continued to do my best by myself, to manage Dad's healthcare remotely, including scheduling and communicating with caregivers, managing his home health, addressing and assisting with his health issues, including requesting X-rays, blood work, urine tests, making sure his prescriptions are filled, etc etc etc. Regardless of the fact that I haven't been living at home for over a month now, I have found and continue to find myself a perpetual target of almost daily criticism and false accusations and am confronted with and held responsible for issues and problems at home that I have no control over. I have been advised that it is in my best interest to remove myself immediately from responsibility for all aspects of Dad's healthcare, safety, well being, illnesses known and unknown.

I will no longer choose, schedule, manage or monitor (the actions and behaviors of) Dad's caregivers. I will no longer pay for Dad's caregivers out of my personal banking account as I have been doing for some time now due to insufficient funds in the family bank account.

In response to your accusations about "shenanigans", going on in the house and violent tendencies of caregivers, please be advised that all caregivers for Dad have been cancelled. I am asking Lola to leave the house immediately.

Sent from my iPhone

EXHIBIT 23

**SPECIAL DIRECTIVES
OF
GEORGE M. DUCKWORTH**

I, GEORGE M. DUCKWORTH, a resident of Clark County, State of Nevada, being of lawful age, sound and disposing mind and memory, and not acting under duress, fraud or undue influence, hereby make, publish and declare this to be my Special Directive, and I incorporate this into THE DUCKWORTH FAMILY TRUST.

FIRST

I declare that the natural objects of my affection are:

- 1) My daughter - TARA ELYZE KASSITY;
- 2) My daughter - KYLA MICHELE DUCKWORTH; and
- 3) My son - CARY JAY DUCKWORTH.

All references in this agreement to "my children" are references to these children. References to "my descendants" are to my children and their descendants. I specifically omit Diane Varney and any of her "issue," including but not limited to Shane P. Varney and Beau J. Varney, from receiving any assets from my estate.

SECOND

I direct that all estate and inheritance taxes payable as a result of my death, not limited to taxes assessed on property, shall be paid out of the residue of my Estate, and shall not be deducted or collected from any Legatee, Devisee or Beneficiary hereunder.

THIRD

My late wife MAUREEN and I both desired to treat our children equally and provided for our son to receive the sum of Three Hundred Thousand Dollars (\$300,000) to compensate for inheritance received by our two (2) daughters from their grandmother, EVELYN RICH, since our son was not born at the time her provisions were made and he did not share in the inheritance from his grandmother. I intend to transfer my residence at 1829 Corta Bella Drive, Las Vegas, Nevada 89134 to CARY J. DUCKWORTH contemporaneous with the execution of this amendment. The residence was appraised at a fair market value of \$598,000 as of June 16, 2018. For purposes of this distribution to CARY, he shall be considered to have received a distribution of 80% of the fair market value to account for selling costs, etc., for a total distribution of \$478,400 to CARY with \$300,000 to be treated as the equalizing distribution for our daughters receiving the inheritance from their grandmother and \$178,400 shall be treated as an advancement of his one-third distribution of the residuary estate. Further, it is my intent to give all

household furnishings to CARY contemporaneous with the transfer of the residence, but the transfer of such furnishings shall not be considered an advancement and his share shall not be reduced by the value of such items.

FOURTH

My daughter KYLA is to receive the one-half interest in the residence located at 1627 Hinson Street, Las Vegas, NV 89102, (in which this Trust has a 50% interest) which was appraised of a total value of \$360,000 on June 16, 2018, with the trust's one-half interest being \$180,000. For purposes of the distribution to KYLA will be valued at 80% of the fair market value with a resulting value for distribution purposes of \$144,000 and to be part of her one-third distribution of the residuary estate.

Further, KYLA was made a co-signatory on certain bank or financial accounts in the United Kingdom belonging as separate property of my late wife, MAUREEN. To the extent these accounts were transferred to KYLA following MAUREEN's death, such amounts shall be treated as an advancement toward her one-third share of the residuary. KYLA will need to provide the Trustee with account balance received by her and the failure of KYLA to provide evidence through account statements or other documentation, KYLA will be treated as having received an advancement of \$350,000 from the account in the United Kingdom.

Further, the accounts that KYLA receives in the United Kingdom may be subject to estate, death or inheritance taxes in the United Kingdom and any such tax required to be paid by MAUREEN's estate in the United Kingdom with respect to those accounts shall be considered an advancement toward her one-third share of the residuary.

FIFTH

5.1 Upon my death (my wife having predeceased me) and subject to accounting for the advancements set forth above and the distribution of the two properties to CARY and KYLA, the remainder of my estate shall be split equally between my three children:

TARA ELYZE KASSITY
KYLA MICHELE DUCKWORTH
CARY JAY DUCKWORTH

Subject, however, to the Incontestability provisions of Sections 7.02 and 7.05, the violation of which shall eliminate such beneficiary from sharing in this Trust.

- a) If a child or grandchild is not named they shall receive nothing from my estate. My grandchildren are as follows:

OLIVIA DUCKWORTH
ASHLEY DUCKWORTH
LAUREN KASSITY
CHASE KASSITY

- b) Should TARA ELYZE KASSITY predecease me then TARA ELYZE KASSITY's share of my estate shall pass equally to my grandchildren as listed below. If a child or grandchild is not named they shall receive nothing from TARA ELYZE KASSITY's share of my estate.

LAUREN KASSITY
CHASE KASSITY

- c) Should KYLA MICHELE DUCKWORTH predecease me then KYLA MICHELE DUCKWORTH's portion of my estate shall pass to my grandchildren as listed below. If a child or grandchild is not named they shall receive nothing from KYLA MICHELE DUCKWORTH's portion of my estate.

OLIVIA DUCKWORTH
ASHLEY DUCKWORTH
LAUREN KASSITY
CHASE KASSITY

- d) Should CARY JAY DUCKWORTH predecease me then CARY JAY DUCKWORTH's portion of my estate shall pass equally to my grandchildren as listed below. If a child or grandchild is not named they shall receive nothing from CARY JAY DUCKWORTH's portion of my estate.

OLIVIA DUCKWORTH
ASHLEY DUCKWORTH

- e) The inheritance that these grandchildren receive will be managed by RACHEL L. SHELSTAD, who shall be appointed as Trustee of the "grandchildren's trust" should their parents predecease me. The grandchildren shall not receive any inheritance until they attain the age of twenty-five years (25) old.

...

...

IN WITNESS WHEREOF, the Surviving Trustor and the Surviving Trustees has
executed this First Amendment to the Trust Agreement on this 23rd day of
January, 2019.

g. Duckworth
GEORGE M. DUCKWORTH, Surviving
Trustor & Surviving Trustee

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On January 23, 2019, before me, the undersigned, a Notary Public
in and for said County and State, personally appeared GEORGE M. DUCKWORTH,
known to me to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he executed the same.

Lynn H. Warren
Notary Public in and for said County and
State

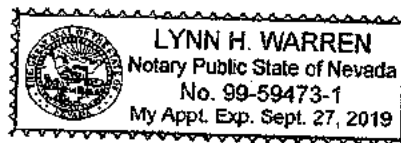
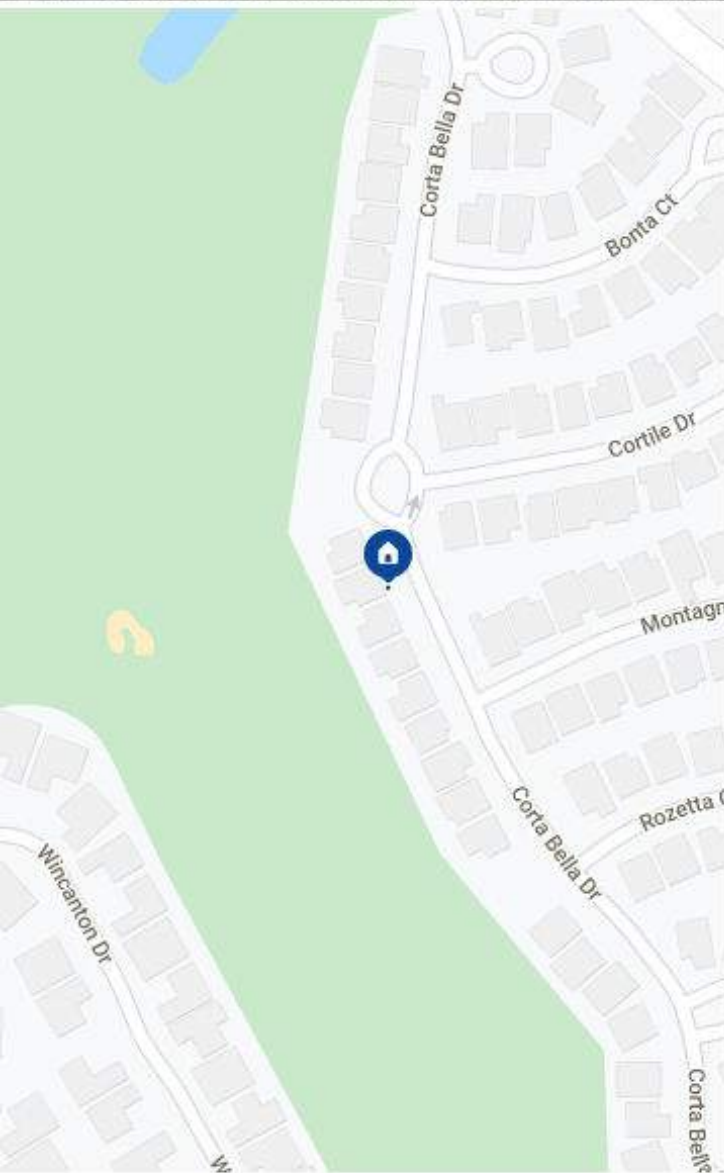


EXHIBIT 24



© 2020 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency



3 bd | 3.5 ba | 4,034 Square Feet

1829 Corta Bella Dr, Las Vegas, NV 89134

Off market Zestimate®: \$913,591 Rent Zestimate®: \$4,282/mo

Est. refi payment: \$4,683/mo [Get current rates](#)

[Home value](#) Owner tools Home details Neighborhood details Similar homes

Local tax assessments

\$882,347

Local Home Values

1 year 5 years 10 years



RENTAL ZESTIMATE : \$4,282/mo

Close

EXHIBIT 25

Inst #: 20190124-0000481

Fees: \$40.00

RPTT: \$0.00 Ex #: 007

01/24/2019 09:31:36 AM

Receipt #: 3615950

Requestor:

KOLESAR & LEATHAM, CHTD.

Recorded By: KVHO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

A.P.N. 138-20-314-004

RECORDATION REQUESTED BY:

Kenneth A. Burns, Esq.
KOLESAR & LEATHAM
400 South Rampart Boulevard, Suite 400
Las Vegas, NV 89145

**MAIL TAX STATEMENTS TO AND
WHEN RECORDED, MAIL TO:**

CARY J. DUCKWORTH
1829 Corta Bella Drive
Las Vegas, NV 89134-6144

R.P.T.T. \$ -0-

GRANT, BARGAIN and SALE DEED

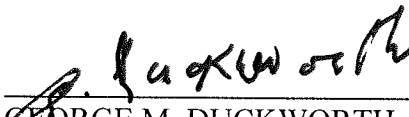
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GEORGE M. DUCKWORTH, as Surviving Trustee of the Duckworth Family Trust, does hereby GRANT, BARGAIN and SELL to CARY J. DUCKWORTH, a married man as his sole and separate property, the real property situate in the County of Clark, State of Nevada, described as follows:

Lot SIXTY-TWO (62) in Block Three (3) of CORTA BELLA AT SUMMERLIN BY COLEMAN HOMES PHASE 2, as shown by map thereof on file in Book 58 of Plats, Page 24, in the Office of the County Recorder of Clark County, Nevada.

SUBJECT TO:

- 1) All general and special taxes for the current fiscal year.
- 2) Covenants, conditions, restrictions, rights of way, easements, and reservations of record, if any.

TOGETHER with all tenements, hereditaments, and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.




GEORGE M. DUCKWORTH, as Surviving
Trustee of the Duckworth Family Trust

STATE OF NEVADA

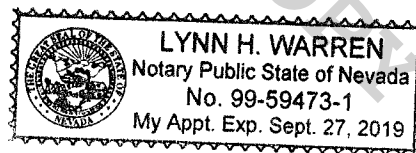
COUNTY OF CLARK

} ss:

On January 23, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared GEORGE M. DUCKWORTH, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Notary Public in and for said County
and State



**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a. 138-20-314-004
b. _____
c. _____
d. _____

2. Type of Property:

- a. ☐ Vacant Land b. ☒ Single Fam. Res.
c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
g. ☐ Agricultural h. ☐ Mobile Home
☐ Other

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3.a. Total Value/Sales Price of Property

\$ _____

b. Deed in Lieu of Foreclosure Only (value of property (_____)

c. Transfer Tax Value: \$ _____

d. Real Property Transfer Tax Due \$ _____

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section 07

b. Explain Reason for Exemption: Declarant is transferring said real property from
Duckworth Family Trust, without consideration.

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Kenneth A. Burns Capacity: Attorney

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Duckworth Family Trust

Address: 1829 Corta Bella Drive

City: Las Vegas

State: NV Zip: 89134-6144

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Cary J. Duckworth

Address: 1829 Corta Bella Drive

City: Las Vegas

State: NV Zip: 89134-6144

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)

Print Name: Kenneth A. Burns

Escrow # Accommodation

Address: 400 South Rampart Blvd., #400

City: Las Vegas

State: NV Zip: 89145

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 26

Today

From: Tara Kassity (tkassity@surewest.net)

To: rshelstad@hurtiklaw.com; cary@star7vegas.com; kmd118@yahoo.com

Date: Saturday, January 31, 2015, 09:30 AM PST

Hi Rachel,

I just received a "top secret" call from my Dad regarding the meeting today. He said my Mom feels as though today's meeting is aimed towards her. He asked that we "tread lightly". I told him that this meeting is to protect them, especially the surviving spouse. It's about being smart and making sure that we can provide for them with their money.

My Mom thinks we are all going to tell her what to do, and how much money she can spend. I know CJ has shared with you about their volatile relationship especially when it comes to money. CJ and I think it might disarm my Mom a bit if the first part of the meeting was regarding England, and that my Dad sat that out (he won't have a problem with that). If you can assure her that you are trying to protect her and her future she might feel more comfortable.

I explained to my Dad that "with everything going on", they have to move swiftly. If one of them passed today, the other one would basically go into financial lockdown. I think they both need to hear (from you) that they are currently in a very precarious spot. I want them to realize this is not about us kids getting their money. It's about them using their money to enjoy the rest of their life, and be provided for in an appropriate manner. If they don't cooperate, their final years could be a disaster...for all of us.

I feel bad that we have you in this position, but my parents both adore you, and I know they will listen to your voice of reason. They really have no clue how screwed up this all is. I think they believe they did "all the right things" with Burr and Gamage and that they are covered. They don't believe it when Cary and I are telling them all the documents are conflicting and nothing was ever transferred in the trust. They think it's all ok.

Talk to you at 12.

Tara

EXHIBIT 27

RE: Signed Retainer Agreement for George and Maureen Duckworth

From: Tara Kassity (tkassity@surewest.net)
To: CHurtik@hurtiklaw.com
Cc: cary@star7vegas.com; kmd118@yahoo.com
Date: Thursday, March 12, 2015, 07:56 AM PDT

Hi Carrie,

I apologize that this retainer has not been paid. My parents are actually paying it. I was just signing on their behalf as they do not have email.

I will speak with my Dad this morning and ask him to bring in a check as I believe they are signing today. We truly appreciate all of your and Rachel's efforts.

Sincerely,

Tara Kassity

From: Carrie Hurtik [mailto:CHurtik@hurtiklaw.com]
Sent: Thursday, March 12, 2015 7:25 AM
To: Tara Kassity
Subject: FW: Signed Retainer Agreement for George and Maureen Duckworth

Hi Tara,

Attached is a credit card payment information sheet, as well as the retainer agreement that was previously sent to you at the beginning of February, can you please take care of this today. My understanding was that you would be paying the retainer, if this is incorrect please let me know.

This has been handled a little differently than we normally handle a matter, as I gave a discount, as you are Rachel's family and we usually have the retainer paid prior to doing any work. Your parents have executed the wills and power of attorneys and will be in this afternoon to execute the Trust.

We will still have to do a separate Trust for your mother's separate property and take care of potentially a will and trust for Marilyn to ensure the house that she is in is protected as well.

If you have any questions, you may certainly call me, I am in the office today. Thank you!

Sincerely,

Carrie E. Hurtik, Esq.

Carrie E. Hurtik, Esq.

HURTIK LAW & ASSOCIATES

7866 West Sahara Avenue

Las Vegas, Nevada 89117

(702) 966-5200 Telephone

(702) 966-5206 Facsimile

churtik@hurtiklaw.com

www.hurtiklaw.com

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From: Carrie Hurtik
Sent: Monday, February 09, 2015 10:44 AM
To: 'Tara Kassity '
Cc: Rachel Shelstad
Subject: RE: Signed Retainer Agreement for George and Maureen Duckworth

Thank you Tara, Not sure who I am supposed to send this to for payment of the retainer, so I am forwarding to you. Once we have the drafts done we will set up a time to go over and sign, with notaries and witnesses at your parents house. If you have any questions, let me know!

Sincerely,

Carrie

Carrie E. Hurtik, Esq.

HURTIK LAW & ASSOCIATES

7866 West Sahara Avenue

Las Vegas, Nevada 89117

(702) 966-5200 Telephone

(702) 966-5206 Facsimile

churtik@hurtiklaw.com

www.hurtiklaw.com

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reply to the sender advising of the error in transmission and immediately delete/destroy the message and any accompanying documents, or immediately call (702) 966-5200 to arrange for return via U.S. postal delivery at our expense. Thank you.

From: Tara Kassity [<mailto:tkassity@surewest.net>]

Sent: Saturday, February 07, 2015 5:34 PM

To: Carrie Hurtik; Rachel Shelstad

Cc: Cary Duckworth

Subject: Signed Retainer Agreement fro George and Maureen Duckworth

Thanks You,

Tara

EXHIBIT 28

HURTIK LAW & ASSOCIATES

ATTORNEYS AT LAW
7866 WEST SAHARA AVENUE
LAS VEGAS, NEVADA 89117
(702) 966-5200 TELEPHONE
(702) 966-5206 FACSIMILE
Writer's e-mail address: churtik@hurtiklaw.com

August 31, 2017

Via Certified Mail and electronic mail

Kyla Duckworth
1829 Corta Bella Drive
Las Vegas, Nevada, 89134

Cary Duckworth
2105 Henniker Way
Las Vegas, NV 89134

Tara Kassity
9200 Silverwood Ct.
Granite Bay, CA 95746

Re: **George and Maureen Duckworth**

Dear Kyla, Cary and Tara;

This correspondence is being sent to you as I understand that the financial situation for your parents has deteriorated rapidly over the last few years and that ***their assets*** which are to be used solely for **both** their care and well-being are compromised. Please understand that you are all "Co-Attorney's in fact, pursuant to your parent's wishes, and you have an ethical and fiduciary duty to act in their best interests. **As such, you all have a duty to ensure that the estate assets are being used not for any personal gain, or personal bills other than bills for your parents care and benefit.**

It is my understanding that the 2016 tax return has not been filed at this time and the latest date this is to be filed is October 15, 2016. The accountant, Diane Short will need to be provided the items she requested in her May 25, 2017 email.

This information should be provided no later than September 10, 2017 to the accountant so that no penalties are incurred, or an issue arises wherein the Internal Revenue Service would decide to Audit all of the records. This could seriously harm your parent's financial situation and no one should want that to occur.

Furthermore, I understand that Diane Short, met with you and your parents on May 17, 2017 and advised that you need to keep the bonds intact, as this is Thirty-Thousand Dollars and Zero Cents (\$30,000.00) of tax free income annually which is in jeopardy at this time. My understanding is that the balance owed on the bonds currently is Four Hundred Eighty Thousand Dollars (\$480,000.00) and that the account does not have ample funds for the September 1, 2017 payment. If the payment is not made on time, or cannot be paid the Bonds could be called and the entire amount would have to be paid in full. Thus, the income would be lost and another asset would have to pay the bonds. This is fiscally not a good move and disasterous for tax purposes and cash flow.

Additionally, it is my understanding that the credit card has not been paid and is over fifteen (15) days late, which affects your parents credit; this again is not a situation that should be happening and needs to be remedied.

The accountant has reviewed everything and provided an analysis of what financially needs to be done to ensure that your parents are protected from large tax liability and to ensure they have the funds to pay for necessities and care for the last years of their lives. Diane has advised that the condominium should not be sold or mortgaged at this time, which would result into dire tax consequences due to the cost basis. The house is paid in full and no liens should encumber the home as your parents may need funds in the future from this source and they do not have the means to pay any liens placed on the properties.

It has been advised that the funds in England be immediately brought over to stop the bleeding that is currently occurring in overdrafts and improper budgeting of your PARENT'S funds. It is my understanding the checking account is overdrawn by approximately Three Thousand Dollars (\$3,000.00). The CD should be broken immediately, as the fee to release the funds is minor compared to the disaster that is currently occurring. All funds from Lloyds and Barclay need to be brought over to your parent's accounts in the States. The amount in the Barclay accounts I understand is around Two Hundred and Fifty Thousand Dollars US (\$250,000.00) and Lloyds should be around One Hundred and Fifty Dollars US (\$150,000.00) according to Diane Short's email dated May 30, 2017.

This correspondence is to advise you all that anyone who is grossly negligent and is putting their best interests in front of the care of your parents can be held legally responsible for depletion of the funds meant to care for your parents during their lifetime. Since all of you were appointed jointly to make decisions that were for the good of your parents and further tasked with the responsibility to appoint professionals if you could not manage things responsibly, I suggest you begin doing so. If the above-referenced steps are not taken by September 10, 2017, I believe that action should be taken to appoint a receiver or Guardian over the Estate to ensure that correct decisions are being made and the estate is not depleted further.

It is disconcerting to say the least that joint decisions are not being made for the benefit of your parents, my clients are your parents and my sole interest is for their well-being please take the necessary steps together to fix the situation.

Sincerely,
HURTIK LAW & ASSOCIATES

CARRIE E. HURTIK

CARRIE E. HURTIK, ESQ.

EXHIBIT 29

HURTIK LAW & ASSOCIATES

ATTORNEYS AT LAW
7866 WEST SAHARA AVENUE
LAS VEGAS, NEVADA 89117
(702) 966-5200 TELEPHONE
(702) 966-5206 FACSIMILE
Writer's e-mail address: churtik@hurtiklaw.com

April 30, 2018

Via Certified Mail and facsimile

Cleveland Clinic-
Lou Ruvo Center for Brain Health
Dr. Brent Bluett
888 West Bonneville Avenue
Las Vegas, NV 89106

Re: *Maureen Duckworth*

Dear Dr. Bluett:

This correspondence is to advise you that it is my understanding that Maureen Duckworth is under your care and that you have potentially been advised that the only information to be provided to the family is to Kyla Duckworth. As, both George and Maureen's attorney, I am gravely concerned about what is happening with regard to Maureen. Please find attached the current Power of Attorney that Maureen executed on March 6th, 2015. As you can clearly see the Power of Attorney for Health Care and Asset Management appoints Tara Kassity, Kyla Duckworth and Cary Duckworth as co-attorney's in fact.

In fact, Maureen's specific wishes were that all three of her children act jointly on her behalf and be involved in her care and protection, further if any of the three did not agree they would have to have an arbitrator make decisions.

At this juncture, one child is breaching all of her fiduciary duties to her mother, namely Kyla and we believe she has instructed that she is the only one to be apprised of her mother's condition and is making unilateral decisions for her mother. We believe that there is significant undue influence in this situation and are reaching out to the professional care givers so this situation does not continue. It is further my understanding that Maureen is not capable of making her own decisions at this juncture. We are requesting a meeting with you to discuss Maureen's prognosis and the potential care decisions that need to be made for the future.

It is my understanding that despite several attempts from Tara Kassity, Ms. Duckworth's other Power of Attorney, your office has not responded to Ms. Kassity. Please advise if you would be willing to arrange a meeting or conference call with the Powers of Attorney for Maureen Duckworth, at your earliest convenience.

HURTIK LAW & ASSOCIATES

April 30, 2018

Page 2 of 2

Thank you in advance for your cooperation. It is disconcerting to say the least that joint decisions are not being made for the benefit of Maureen.

Sincerely,

HURTIK LAW & ASSOCIATES

CARRIE E. HURTIK, ESQ.

Enclosures

Cc: Tara Kassity

Cary Duckworth

HURTIK LAW & ASSOCIATES

ATTORNEYS AT LAW
7866 WEST SAHARA AVENUE
LAS VEGAS, NEVADA 89117
(702) 966-5200 TELEPHONE
(702) 966-5206 FACSIMILE
Writer's e-mail address: churik@hurtiklaw.com

April 30, 2018

Via Certified Mail and facsimile

Jonathan Boyar, Executive Director
David Conway, Health Care Administrator
Las Ventanas at Summerlin
10401 W. Charleston Blvd.
Las Vegas, NV 89135

Re: *Maureen Duckworth*

Dear Mr. Boyar and Mr. Conway:

This correspondence is to advise you that it is my understanding that Maureen Duckworth is under your care and that you have potentially been advised that the only information to be provided to the family is to Kyla Duckworth. As, both George and Maureen's attorney, I am gravely concerned about what is happening with regard to Maureen. Please find attached the current Power of Attorney that Maureen executed on March 6th, 2015. As you can clearly see the Power of Attorney for Health Care and Asset Management appoints Tara Kassity, Kyla Duckworth and Cary Duckworth as co-attorney's in fact.

In fact, Maureen's specific wishes were that all three of her children act jointly on her behalf and be involved in her care and protection, further if any of the three did not agree they would have to have an arbitrator make decisions.

At this juncture, one child is breaching all of her fiduciary duties to her mother, namely Kyla and we believe she has instructed that she is the only one to be apprised of her mother's condition and is making unilateral decisions for her mother. We believe that there is significant undue influence in this situation and are reaching out to the professional care givers so this situation does not continue. It is further my understanding that Maureen is not capable of making her own decisions at this juncture. We are requesting a meeting with you to discuss Maureen's prognosis and the potential care decisions that need to be made for the future.

It is my understanding that despite several attempts from Tara Kassity, Ms. Duckworth's other Power of Attorney, your office has not responded to Ms. Kassity or Mr. Duckworth. Please advise if you would be willing to arrange a meeting with the Powers of Attorney for Maureen Duckworth, and

HURTIK LAW & ASSOCIATES

April 30, 2018

Page 2 of 2

the care givers at Las Ventanas at your earliest convenience. Thank you in advance for your cooperation. It is disconcerting to say the least that joint decisions are not being made for the benefit of Maureen.

Sincerely,

HURTIK LAW & ASSOCIATES

CARRIE E. HURTIK, ESQ.

Enclosures

Cc: Tara Kassity

Cary Duckworth

HURTIK LAW & ASSOCIATES

ATTORNEYS AT LAW
7866 WEST SAHARA AVENUE
LAS VEGAS, NEVADA 89117
(702) 966-5200 TELEPHONE
(702) 966-5206 FACSIMILE
Writer's e-mail address: churtik@hurtiklaw.com

April 30, 2018

Via Certified Mail and facsimile

Dr. Mike Y. Jeong
Geriatric Medical Associates of Nevada
9811 W. Charleston Blvd. Ste. 2-304
Las Vegas, NV 89117

Re: **Maureen Duckworth**

Dear Dr. Jeong:

This correspondence is to advise you that it is my understanding that Maureen Duckworth is under your care and that you have potentially been advised that the only information to be provided to the family is to Kyla Duckworth. As, both George and Maureen's attorney, I am gravely concerned about what is happening with regard to Maureen. Please find attached the current Power of Attorney that Maureen executed on March 6th, 2015. As you can clearly see the Power of Attorney for Health Care and Asset Management appoints Tara Kassity, Kyla Duckworth and Cary Duckworth as co-attorney's in fact.

In fact, Maureen's specific wishes were that all three of her children act jointly on her behalf and be involved in her care and protection, further if any of the three did not agree they would have to have an arbitrator make decisions.

At this juncture, one child is breaching all of her fiduciary duties to her mother, namely Kyla and we believe she has instructed that she is the only one to be apprised of her mother's condition and is making unilateral decisions for her mother. We believe that there is significant undue influence in this situation and are reaching out to the professional care givers so this situation does not continue. It is further my understanding that Maureen is not capable of making her own decisions at this juncture. We are requesting a meeting with you to discuss Maureen's prognosis and the potential care decisions that need to be made for the future.

It is my understanding that despite several attempts from Tara Kassity, Ms. Duckworth's other Power of Attorney, your office has not responded to Ms. Kassity. Please advise if you would be willing to arrange a meeting with the Powers of Attorney for Maureen Duckworth, and

HURTIK LAW & ASSOCIATES

April 30, 2018

Page 2 of 2

the care givers at Las Ventanas at your earliest convenience. Thank you in advance for your cooperation. It is disconcerting to say the least that joint decisions are not being made for the benefit of Maureen.

Sincerely,

HURTIK LAW & ASSOCIATES

CARRIE E. HURTIK, ESQ.

Enclosures

Cc: Tara Kassity

Cary Duckworth

EXHIBIT 30

I, Kyla Duckworth, declare that, to the best of my knowledge and belief, the following transcription of a voicemail left on my cell phone on April 30th, 2018 by attorney Carrie Hurtik, is true and accurate.

Transcription of Carrie Hurtik Voicemail
April 30th, 2018
(2:17 - 2 minutes and 17 seconds long)

"Kyla this is Carrie Hurtik. We had an appointment today with your sister and your brother. You may think-- I understand that you're sick... um, we could do a conference call or whatever, but you are not the power of attorney. You all three are together, that was the wishes of your mother and father, they were very strong on those wishes that it was all three of you and one person would not be ramrodding the rest of them and they were concerned that you were going to be the one ramrodded. It seems to me that you're not playing fairly and I think you -- that you need to call me back because you're heading down a path that I would seek counsel if I were you. It's time to quit playing games. Your moms health is at risk, and your dad is at risk, you're also playing with their assets because maybe you don't understand, MediCare has recovery rights when somebody is in long term care and that means they can go after people things when they have money and your mom and dad have more than one house with significant assets. So, you are playing with things that you don't even know what you're doing. Um -- I would appreciate a phone call. You don't need to tell your sister and brother that you've been calling me back and I don't call you back because that's not true -- I'm not playing games anymore. I represent your mother and father's rights and you have done nothing but hinder their care. Just because you stick your mother in a nursing home and you've got caregivers, that's not care. And the other issue is why are you paying for a caregiver, depleting their assets, when she's in a long-term care facility? That makes no sense to me. None of the decisions you've made have made sense at all, except the money -- the significant money has been disappearing. and that's all traceable whether you think it is or not, and whether or not your father or anyone else wants to go after you. I'm not here to... um... go after you right now but I am here to tell you that you need to start coming to the table or you need to probably get an attorney. Please call me back 702- 966-5200."

Transcription Accuracy Approved By:

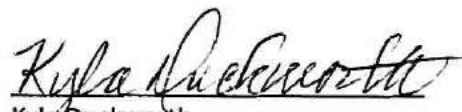

Kyla Duckworth
8/20/20
Date

EXHIBIT 31

2015

MAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Notes
26	27	28	29	30	1	2	Lab work Sund. 10:30 to 11:30 AM and 1:30 PM to 2:30 PM
3	4	5	6	7	8	9	Lab work Sund. 10:30 to 11:30 AM and 1:30 PM to 2:30 PM
							Lab work Sund. 10:30 to 11:30 AM and 1:30 PM to 2:30 PM
10	11	12	13	14	15	16	Lab work Sund. 10:30 to 11:30 AM and 1:30 PM to 2:30 PM
17	18	19	20	21	22	23	Lab work Sund. 10:30 to 11:30 AM and 1:30 PM to 2:30 PM
24	25	26	27	28	29	30	Lab work Sund. 10:30 to 11:30 AM and 1:30 PM to 2:30 PM

000911

2015

JUNE

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Notes
31	1	2	3	4	5	6	Lab work Sund. 10:30 to 11:30 AM and 1:30 PM to 2:30 PM
7	8	9	10	11	12	13	Lab work Sund. 10:30 to 11:30 AM and 1:30 PM to 2:30 PM
14	15	16	17	18	19	20	Lab work Sund. 10:30 to 11:30 AM and 1:30 PM to 2:30 PM
21	22	23	24	25	26	27	Lab work Sund. 10:30 to 11:30 AM and 1:30 PM to 2:30 PM
28	29	30	1	2	3	4	Lab work Sund. 10:30 to 11:30 AM and 1:30 PM to 2:30 PM

000942

2015

JULY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Notes
29	30	1	2	3	4	5	Lab work Sund. 10:30 to 11:30 AM and 1:30 PM to 2:30 PM
6	7	8	9	10	11	12	Lab work Sund. 10:30 to 11:30 AM and 1:30 PM to 2:30 PM
13	14	15	16	17	18	19	Lab work Sund. 10:30 to 11:30 AM and 1:30 PM to 2:30 PM
20	21	22	23	24	25	26	Lab work Sund. 10:30 to 11:30 AM and 1:30 PM to 2:30 PM
27	28	29	30	31			Lab work Sund. 10:30 to 11:30 AM and 1:30 PM to 2:30 PM

000911

2015

AUGUST

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Notes
29	30	31	1	2	3	4	Lab work Sund. 10:30 to 11:30 AM and 1:30 PM to 2:30 PM
6	7	8	9	10	11	12	Lab work Sund. 10:30 to 11:30 AM and 1:30 PM to 2:30 PM
13	14	15	16	17	18	19	Lab work Sund. 10:30 to 11:30 AM and 1:30 PM to 2:30 PM
20	21	22	23	24	25	26	Lab work Sund. 10:30 to 11:30 AM and 1:30 PM to 2:30 PM
27	28	29	30	31			Lab work Sund. 10:30 to 11:30 AM and 1:30 PM to 2:30 PM

0369

000942

[illegible][illegible][illegible][illegible]



10



August 2012	September 2012	October 2012	November 2012	December 2012	January 2013	February 2013	March 2013	April 2013	May 2013	June 2013	July 2013	August 2013	September 2013	October 2013	November 2013	December 2013	January 2014	February 2014	March 2014	April 2014	May 2014	June 2014	July 2014	August 2014	September 2014	October 2014	November 2014	December 2014	January 2015	February 2015	March 2015	April 2015	May 2015	June 2015	July 2015	August 2015	September 2015	October 2015	November 2015	December 2015	January 2016	February 2016	March 2016	April 2016	May 2016	June 2016	July 2016	August 2016	September 2016	October 2016	November 2016	December 2016	January 2017	February 2017	March 2017	April 2017	May 2017	June 2017	July 2017	August 2017	September 2017	October 2017	November 2017	December 2017	January 2018	February 2018	March 2018	April 2018	May 2018	June 2018	July 2018	August 2018	September 2018	October 2018	November 2018	December 2018	January 2019	February 2019	March 2019	April 2019	May 2019	June 2019	July 2019	August 2019	September 2019	October 2019	November 2019	December 2019	January 2020	February 2020	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020	January 2021	February 2021	March 2021	April 2021	May 2021	June 2021	July 2021	August 2021	September 2021	October 2021	November 2021	December 2021	January 2022	February 2022	March 2022	April 2022	May 2022	June 2022	July 2022	August 2022	September 2022	October 2022	November 2022	December 2022	January 2023	February 2023	March 2023	April 2023	May 2023	June 2023	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	November 2024	December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	April 2026	May 2026	June 2026	July 2026	August 2026	September 2026	October 2026	November 2026	December 2026	January 2027	February 2027	March 2027	April 2027	May 2027	June 2027	July 2027	August 2027	September 2027	October 2027	November 2027	December 2027	January 2028	February 2028	March 2028	April 2028	May 2028	June 2028	July 2028	August 2028	September 2028	October 2028	November 2028	December 2028	January 2029	February 2029	March 2029	April 2029	May 2029	June 2029	July 2029	August 2029	September 2029	October 2029	November 2029	December 2029	January 2030	February 2030	March 2030	April 2030	May 2030	June 2030	July 2030	August 2030	September 2030	October 2030	November 2030	December 2030	January 2031	February 2031	March 2031	April 2031	May 2031	June 2031	July 2031	August 2031	September 2031	October 2031	November 2031	December 2031	January 2032	February 2032	March 2032	April 2032	May 2032	June 2032	July 2032	August 2032	September 2032	October 2032	November 2032	December 2032	January 2033	February 2033	March 2033	April 2033	May 2033	June 2033	July 2033	August 2033	September 2033	October 2033	November 2033	December 2033	January 2034	February 2034	March 2034	April 2034	May 2034	June 2034	July 2034	August 2034	September 2034	October 2034	November 2034	December 2034	January 2035	February 2035	March 2035	April 2035	May 2035	June 2035	July 2035	August 2035	September 2035	October 2035	November 2035	December 2035	January 2036	February 2036	March 2036	April 2036	May 2036	June 2036	July 2036	August 2036	September 2036	October 2036	November 2036	December 2036	January 2037	February 2037	March 2037	April 2037	May 2037	June 2037	July 2037	August 2037	September 2037	October 2037	November 2037	December 2037	January 2038	February 2038	March 2038	April 2038	May 2038	June 2038	July 2038	August 2038	September 2038	October 2038	November 2038	December 2038	January 2039	February 2039	March 2039	April 2039	May 2039	June 2039	July 2039	August 2039	September 2039	October 2039	November 2039	December 2039	January 2040	February 2040	March 2040	April 2040	May 2040	June 2040	July 2040	August 2040	September 2040	October 2040	November 2040	December
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1997年12月

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
10	31	1	2	3	4	
6	7	8	9	10	11	
13	14	15	16	17	18	
20	21	22	23	24	25	
27	28	1	2	3	4	

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2017											
January	February	March	April	May	June	July	August	September	October	November	December
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Notes				
30	1	2	3	4	5	6					
	Mom w/ Emily 11:50 AM	Mom - Rebecca Nursing Visit - Albert Dist 2.6	Mom w/ Emily 11:15 OT	Dad w/ Dr. RYU 2:15	Mom w/ Emily OT 10:30						
7	8	9	10	11	12	13					
	Mom Dad - Dr. Vignishw Murade	Mom INR w/ Albert	Mom w/ Emily	Mom 2:30 PM	Mom w/ Emily 12:15 PM						
14	15	16	17	18	19	20					
	Dad tooth pated	Mom - INR w/ Albert 2.2	Diane Short meeting	Mom w/ Emily	Mom w/ Emily 1 PM						
21	22	23	24	25	26	27					
		DAD EYES LEE 1 PM	Mom w/ Emily		Mom w/ Dr. Blunt 10:30 AM						
28	29	30	31	1	2	3					
	Mom Emily - OT	*Visit	Mom w/ Emily 11:30 AM	Mom LAURIE 1:30 PM w/ Shayla Nurse Visit	Mom w/ Dr. Blunt 10:30 AM						

2017											
January	February	March	April	May	June	July	August	September	October	November	December
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Notes				
28	29	30	31	1	2	3					
				Mom - Laurie 12 PM	Mom - 2:30 BORN INSTRUCTIONS						
5	6	7	8	9	10	11					
	Mom - Dad - Amanda Visit	Mom - PT/DR w/ BGS	Mom - Emily OT 1 PM	Mom - PT/DR w/ BGS 10:11	Mom - 2:30 BORN INSTRUCTIONS						
12	13	14	15	16	17	18					
	Mom - 10/11 Emily 10 AM	Mom - 10/11 Emily 10 AM	Mom - 10/11 Emily 10 AM	Mom - 10/11 Emily 10 AM	Mom - 10/11 Emily 10 AM						
19	20	21	22	23	24	25					
	Mom - Emily 10	Mom - Brian 11/2	Mom - Emily 10	Mom - 10/11 Emily 10 AM	Mom - 10/11 Emily 10 AM						
26	27	28	29	30	31						
	Brian w/ 11/2 Mom	DR. BLUNT 10:30 AM	DR. BLUNT 10:30 AM	DR. BLUNT 10:30 AM	DR. BLUNT 10:30 AM						

2017											
January	February	March	April	May	June	July	August	September	October	November	December
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Notes				
26	27	28	29	30	31						
	Mom Brian 11/2 PT	Mom w/ Emily 2:45 PM	Mom w/ Emily 2:45 PM	Mom w/ Emily 2:45 PM	Mom w/ Emily 2:45 PM						
3	4	5	6	7	8	9					
	Mom w/ Brian 11/2 PT	Mom w/ Emily 2:45 PM	Mom w/ Emily 2:45 PM	Mom w/ Emily 2:45 PM	Mom w/ Emily 2:45 PM						
10	11	12	13	14	15	16					
	Mom w/ Brian 11/2 PT	Mom w/ Emily 2:45 PM	Mom w/ Emily 2:45 PM	Mom w/ Emily 2:45 PM	Mom w/ Emily 2:45 PM						
17	18	19	20	21	22	23					
	Mom w/ Brian 11/2 PT	Mom w/ Emily 2:45 PM	Mom w/ Emily 2:45 PM	Mom w/ Emily 2:45 PM	Mom w/ Emily 2:45 PM						
24	25	26	27	28	29	30					
	Mom w/ Brian 11/2 PT	Mom w/ Emily 2:45 PM	Mom w/ Emily 2:45 PM	Mom w/ Emily 2:45 PM	Mom w/ Emily 2:45 PM						

2017											
January	February	March	April	May	June	July	August	September	October	November	December
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Notes				
26	27	28	29	30	31						
	Mom Brian 11/2 PT	Mom w/ Emily 2:45 PM	Mom w/ Emily 2:45 PM	Mom w/ Emily 2:45 PM	Mom w/ Emily 2:45 PM						
3	4	5	6	7	8	9					
	Mom w/ Brian 11/2 PT	Mom w/ Emily 2:45 PM	Mom w/ Emily 2:45 PM	Mom w/ Emily 2:45 PM	Mom w/ Emily 2:45 PM						
10	11	12	13	14	15	16					
	Mom w/ Brian 11/2 PT	Mom w/ Emily 2:45 PM	Mom w/ Emily 2:45 PM	Mom w/ Emily 2:45 PM	Mom w/ Emily 2:45 PM						
17	18	19	20	21	22	23					
	Mom w/ Brian 11/2 PT	Mom w/ Emily 2:45 PM	Mom w/ Emily 2:45 PM	Mom w/ Emily 2:45 PM	Mom w/ Emily 2:45 PM						
24	25	26	27	28	29	30					
	Mom w/ Brian 11/2 PT	Mom w/ Emily 2:45 PM	Mom w/ Emily 2:45 PM	Mom w/ Emily 2:45 PM	Mom w/ Emily 2:45 PM						

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Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
26	<p>10:00 AM - 12:00 PM: English 101</p> <p>12:00 PM - 1:00 PM: Lunch</p> <p>1:00 PM - 2:00 PM: Math 101</p> <p>2:00 PM - 3:00 PM: Science 101</p> <p>3:00 PM - 4:00 PM: History 101</p> <p>4:00 PM - 5:00 PM: Art 101</p> <p>5:00 PM - 6:00 PM: Music 101</p> <p>6:00 PM - 7:00 PM: Dance 101</p> <p>7:00 PM - 8:00 PM: Sports 101</p> <p>8:00 PM - 9:00 PM: Guest Lecture: Dr. Smith</p> <p>9:00 PM - 10:00 PM: Free Time</p>	<p>10:00 AM - 12:00 PM: English 101</p> <p>12:00 PM - 1:00 PM: Lunch</p> <p>1:00 PM - 2:00 PM: Math 101</p> <p>2:00 PM - 3:00 PM: Science 101</p> <p>3:00 PM - 4:00 PM: History 101</p> <p>4:00 PM - 5:00 PM: Art 101</p> <p>5:00 PM - 6:00 PM: Music 101</p> <p>6:00 PM - 7:00 PM: Dance 101</p> <p>7:00 PM - 8:00 PM: Sports 101</p> <p>8:00 PM - 9:00 PM: Guest Lecture: Dr. Smith</p> <p>9:00 PM - 10:00 PM: Free Time</p>	<p>10:00 AM - 12:00 PM: English 101</p> <p>12:00 PM - 1:00 PM: Lunch</p> <p>1:00 PM - 2:00 PM: Math 101</p> <p>2:00 PM - 3:00 PM: Science 101</p> <p>3:00 PM - 4:00 PM: History 101</p> <p>4:00 PM - 5:00 PM: Art 101</p> <p>5:00 PM - 6:00 PM: Music 101</p> <p>6:00 PM - 7:00 PM: Dance 101</p> <p>7:00 PM - 8:00 PM: Sports 101</p> <p>8:00 PM - 9:00 PM: Guest Lecture: Dr. Smith</p> <p>9:00 PM - 10:00 PM: Free Time</p>	<p>10:00 AM - 12:00 PM: English 101</p> <p>12:00 PM - 1:00 PM: Lunch</p> <p>1:00 PM - 2:00 PM: Math 101</p> <p>2:00 PM - 3:00 PM: Science 101</p> <p>3:00 PM - 4:00 PM: History 101</p> <p>4:00 PM - 5:00 PM: Art 101</p> <p>5:00 PM - 6:00 PM: Music 101</p> <p>6:00 PM - 7:00 PM: Dance 101</p> <p>7:00 PM - 8:00 PM: Sports 101</p> <p>8:00 PM - 9:00 PM: Guest Lecture: Dr. Smith</p> <p>9:00 PM - 10:00 PM: Free Time</p>	<p>10:00 AM - 12:00 PM: English 101</p> <p>12:00 PM - 1:00 PM: Lunch</p> <p>1:00 PM - 2:00 PM: Math 101</p> <p>2:00 PM - 3:00 PM: Science 101</p> <p>3:00 PM - 4:00 PM: History 101</p> <p>4:00 PM - 5:00 PM: Art 101</p> <p>5:00 PM - 6:00 PM: Music 101</p> <p>6:00 PM - 7:00 PM: Dance 101</p> <p>7:00 PM - 8:00 PM: Sports 101</p> <p>8:00 PM - 9:00 PM: Guest Lecture: Dr. Smith</p> <p>9:00 PM - 10:00 PM: Free Time</p>	<p>10:00 AM - 12:00 PM: English 101</p> <p>12:00 PM - 1:00 PM: Lunch</p> <p>1:00 PM - 2:00 PM: Math 101</p> <p>2:00 PM - 3:00 PM: Science 101</p> <p>3:00 PM - 4:00 PM: History 101</p> <p>4:00 PM - 5:00 PM: Art 101</p> <p>5:00 PM - 6:00 PM: Music 101</p> <p>6:00 PM - 7:00 PM: Dance 101</p> <p>7:00 PM - 8:00 PM: Sports 101</p> <p>8:00 PM - 9:00 PM: Guest Lecture: Dr. Smith</p> <p>9:00 PM - 10:00 PM: Free Time</p>	<p>10:00 AM - 12:00 PM: English 101</p> <p>12:00 PM - 1:00 PM: Lunch</p> <p>1:00 PM - 2:00 PM: Math 101</p> <p>2:00 PM - 3:00 PM: Science 101</p> <p>3:00 PM - 4:00 PM: History 101</p> <p>4:00 PM - 5:00 PM: Art 101</p> <p>5:00 PM - 6:00 PM: Music 101</p> <p>6:00 PM - 7:00 PM: Dance 101</p> <p>7:00 PM - 8:00 PM: Sports 101</p> <p>8:00 PM - 9:00 PM: Guest Lecture: Dr. Smith</p> <p>9:00 PM - 10:00 PM: Free Time</p>

CAMBRIDGE

*CHECK FOR MENETTE MIB
ADD 4 HOURS FOR 2/18

FEBRUARY 2018

1st WEDNESDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		Jan 30	Jan 31	1st WEDNESDAY	2nd THURSDAY	3rd FRIDAY
4th SUNDAY	5th MONDAY	6th TUESDAY	7th WEDNESDAY	8th THURSDAY	9th FRIDAY	10th SATURDAY
11th SUNDAY	12th MONDAY	13th TUESDAY	14th WEDNESDAY	15th THURSDAY	16th FRIDAY	17th SATURDAY
18th SUNDAY	19th MONDAY	20th TUESDAY	21st WEDNESDAY	22nd THURSDAY	23rd FRIDAY	24th SATURDAY
25th SUNDAY	26th MONDAY	27th TUESDAY	28th WEDNESDAY	1st THURSDAY	2nd FRIDAY	3rd SATURDAY

NEVETTE IS AVAILABLE FEBRUARY MON-THURS SHIT FOR SURE

CAMBRIDGE

MARCH 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

MARCH

CAMBRIDGE

APRIL 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

CAMBRIDGE

MAY 2018

Red River Health + Holistic Wellness

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

MAY

JUNE 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 KEYS	2 ENTERTAIN
3 CONCERT VENETIE 12-12p	4 ELY	5 ELY	6 ELIZ	7 VANGIE	8 ELIZ KEYS	9 VENETIE AMIRJAN
10 ELY AMIRJAN 9am - 7pm	11 ELIZ ELY	12 VENETIE ELIZ	13 VENETIE ELIZ	14 VENETIE ELIZ	15 ELY ELIZ	16 ELY AMIRJAN
17 ELY	18 ELIZ	19 ELY	20 VENETIE	21 VENETIE	22 ELIZ	23 VENETIE
24	25	26	27	28	29	30
O-URGENT DAY OFF						O-URGENT DAY OFF DAY TO HIDE

EXHIBIT 32

KOLESAR & LEATHAM

ATTORNEYS AT LAW

400 SOUTH RAMPART BLVD., SUITE 400

LAS VEGAS, NEVADA 89145

702.362.7800

klnevada.com

August 14, 2019

VIA EMAIL

Peter Dymock, Esq.
QUALITY SOLICITORS LARGE & GIBSON
Kent House
49 Kent Road
Portsmouth
PO8 3EJ

Re: The Estate of the Late Maureen Daphne Duckworth
Our Client: George M. Duckworth

Dear Sirs:

Our firm represents George M. Duckworth, father of your client, with respect to his trust and estate within the United States. We understand that you have filed (and renewed) a caveat on behalf of your client, Kyla Michele Duckworth, which prevents the intestate administration of Maureen Duckworth's estate in the United Kingdom. We are providing this information so that Kyla Duckworth is on notice of the consequences of her actions.

We are instructing our Solicitors, Bramsdon & Childs, to file a warning off on or about August 22, 2019, and it is our understanding that your client will have seven (7) days to respond to prevent the removal of the caveat. We wish to inform your client that her responding to prevent the caveat from being removed will be construed as a "contest" of the Duckworth Family Trust in the United States and will result in her being eliminated as a beneficiary of said trust.

We are enclosing a copy of the First Amendment to the Duckworth Family Trust from which provisions which do not apply to Kyla Duckworth have been redacted. A Section 7.05 United Kingdom Contest has been added to the terms of the trust to provide that any attempt to have Maureen's UK property distributed other than in the manner provided for by the intestacy laws of the United Kingdom shall be considered a contest of the trust and such proponent shall no longer be a beneficiary of the trust.

Other provisions of the first amendment include a specific bequest to Kyla of the trust's fifty percent (50%) interest in a residence at 1627 Hinson Street, which shall be valued for credit against her share based upon the appraised value at the time of her mother's death, with an allowance for a twenty percent (20%) discount of illiquidity. The amendment further provides that Kyla's one-third share shall be reduced by any funds from accounts of her mother over which

Peter Dymock, Esq.
QUALITY SOLICITORS LARGE & GIBSON
Page 2
August 14, 2019

KOLESAR & LEATHAM
ATTORNEYS AT LAW

Kyla had signature authority and that she received or withdrew after her mother's death. The amendment provides that if Kyla is not forthcoming with account statements her one-third share shall be reduced by \$350,000. A second amendment is also attached and its sole purpose was to clarify that the financial account referred to would include any held in the Isle of Man or elsewhere.

The contents of this letter and the attachments are specifically provided for the purpose of giving Kyla Duckworth notice that continuing her opposition to an orderly disposition of Maureen Duckworth's estate in the UK under the laws of intestacy shall eliminate her as a beneficiary in the U.S. While the filing of the caveat originally may be grounds to consider it a contest, the courts in the U.S. are reluctant to enforce "no contest" provisions if a potential beneficiary has no notice of such provisions. Any actions by Kyla Duckworth after this letter has been transmitted shall be considered to be actions taken to contest the trust and she will no longer be a beneficiary of the Duckworth Family Trust.

Since your firm is not licensed to practice in the State of Nevada where the trust is located, we are forwarding a copy of the letter and attachments to Kyla Duckworth at addresses known to my client that Kyla has used in the recent past.

Very truly yours,

KOLESAR & LEATHAM



Kenneth A. Burns, Esq.

KAB/chk
Enclosures
cc: Ms. Kyla Duckworth (with Enclosures)