

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

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

KYLA DUCKWORTH,  
Appellant,

v.

CARY DUCKWORTH, TRUSTEE;  
AND TARA DUCKWORTH,  
Respondents.

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Nov 16 2021 09:36 a.m.  
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Elizabeth A. Brown  
Clerk of Supreme Court  
Supreme Court  
Eighth Judicial Dist. Ct.  
Case No.: P-20-103183-T

**APPENDIX OF EXHIBITS TO RESPONDENT'S ANSWERING BRIEF**

**VOLUME 1**

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## INDEX OF RESPONDENTS APPENDIX

<b><u>VOLUME</u></b>	<b><u>BATES NUMBER</u></b>
1	000001-249
2	000250-492

**INDEX OF RESPONDENTS APPENDIX  
CHRONOLOGICAL ORDER**

<b>Volume</b>	<b>Date</b>	<b>Document Title</b>	<b>Bates Numbers</b>
1	03/12/2015	The Duckworth Family Trust, dated 03/12/2015	R.APP000001-26
1	07/18/2018	Letter from HM Courts & Tribunals confirming the Caveat	R.APP000027
1	06/10/2020	Kyla Duckworth's Petition for Construction of Trust Term; Petition to Compel Proper Accounting and to Compel Turnover of Trust Documents, with Exhibits	R.APP000028-141
1	07/30/2020	Cary Duckworth's Opposition to Petition for Construction of Trust Term; Petition to Compel Proper Accounting and to Compel Turnover of Trust Documents, with Exhibits	R.APP000142-195
1 & 2	08/21/2020	Kyla Duckworth's Supplement to Petition to Compel Proper Accounting and to Compel Turnover of Trust Documents; and Response to Counter- Petition, with Exhibits	R.APP000196-249, R.APP000250-294
2	09/01/2020	Cary Duckworth's Reply as Trustee of Duckworth Family Trust, dated March 12, 2015 to the Supplement of Kyla Duckworth, with Exhibits	R.APP000295-383
2	10/06/2020	Report and Recommendations from Hearing on 09/11/2020	R.APP000384-387

2	10/16/2020	Kyla Duckworth's Objection to Report and Recommendations	R.APP000388-393
2	10/26/2020	Cary Duckworth's Opposition as Trustee of the Duckworth Family Trust, dated March 12, 2015 ("Trust") to Kyla Duckworth's Objection to Report and Recommendation with Exhibits	R.APP000395-459
2	12/09/2020	Order Denying Objection to Probate Commissioner's Report and Recommendations	R.APP000460-463
2	02/17/2021	Excerpts from Kyla Duckworth's Deposition	R.APP000464-469, and R.APP000470-477
2	06/14/2021	Excerpts from Marilyn Legg's Deposition	R.APP000478-480
2	07/06/2021	Excerpts from Dr. Christopher Choi's Deposition	R.APP000481-483
2	07/19/2021	Order Granting Motion to Compel the Completion of Kyla Duckworth's Deposition, Motion to Compel Discovery Responses for Discovery Sanctions, and for Attorneys' Fees and Costs	R.APP000484-492

## ALPHABETICAL INDEX

Volume	Date	Document Title	Bates Number
2	10/26/2020	Cary Duckworth's Opposition as Trustee of the Duckworth Family Trust, dated March 12, 2015 ("Trust") to Kyla Duckworth's Objection to Report and Recommendation with Exhibits	R.APP000395-459
1	7/30/2020	Cary Duckworth's Opposition to Petition for Construction of Trust Term; Petition to Compel Proper Accounting and to Compel Turnover of Trust Documents with Exhibits	R.APP000142-195
2	9/1/2020	Cary Duckworth's Reply as Trustee of Duckworth Family Trust, dated March 12, 2015 to the Supplement of Kyla Duckworth with Exhibits	R.APP000295-383
1	7/18/2018	Caveat Number 94400 (Winchester DPR)	R.APP000027
2	7/6/2021	Excerpts from Dr. Christopher Choi's Deposition	R.APP000481-483
2	2/17/2021	Excerpts from Kyla Duckworth's Deposition	R.APP000464-469, and R.APP000470-477
2	6/14/2021	Excerpts from Marilyn Legg's Deposition	R.APP000478-480
2	10/16/2020	Kyla Duckworth's Objection to Report and Recommendations	R.APP000388-393

1	6/10/2020	Kyla Duckworth's Petition for Construction of Trust Term; Petition to Compel Proper Accounting and to Compel Turnover of Trust Documents with Exhibits	R.APP000028-141
1 & 2	8/21/2020	Kyla Duckworth's Supplement to Petition to Compel Proper Accounting and to Compel Turnover of Trust Documents; and Response to Counter-Petition with Exhibits	R.APP000196-249, R.APP000250-294
2	12/9/2020	Order Denying Objection to Probate Commissioner's Report and Recommendations	R.APP000460-463
2	7/19/2021	Order Granting Motion to Compel the Completion of Kyla Duckworth's Deposition, Motion to Compel Discovery Responses for Discovery Sanctions, and for Attorneys' Fees and Costs	R.APP000484-492
2	10/6/2020	Report and Recommendations from Hearing on 09/11/2020	R.APP000384-387
1	3/12/2015	The Duckworth Family Trust, dated 03/12/2015	R.APP000001-26

## CERTIFICATE OF SERVICE

I certify that on the 15<sup>th</sup> day of November, 2021, a true and correct copy of the foregoing **APPENDIX OF EXHIBITS TO RESPONDENT’S ANSWERING BRIEF – VOLUME 1** was submitted for filing via the Court’s eFlex electronic filing system, and electronic notification will be sent to the following:

Jerimy Kirschner, Esq.  
Jerimy Kirschner & Associates, PLLC  
5550 Painted Mirage Road, Suite 320  
Las Vegas, NV 89149  
*Attorneys for Appellant, Kyla Duckworth*

Liane K. Wakayama, Esq.  
Hayes Wakayama  
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Las Vegas, NV 89113

With a courtesy copy via email (pursuant to March 20, 2020 order of the Chief Judge of the EDJC that courtesy copies be submitted via email):

Judge Gloria Sturman  
Eighth Judicial District Court  
Clark County, Nevada  
Regional Justice Center  
200 Lewis Avenue  
Las Vegas, NV 89155

Via email on November 15<sup>th</sup>, 2021 to [DC26inbox@clarkcountycourts.us](mailto:DC26inbox@clarkcountycourts.us)

/s/ Paula Lamprea  
Paula Lamprea, An employee of  
Dawson & Lordahl PLLC.

# **THE DUCKWORTH FAMILY TRUST**

Prepared by:

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HURTIK LAW & ASSOCIATES  
7866 West Sahara Avenue  
Las Vegas, NV 89117

**THE DUCKWORTH FAMILY TRUST**

**DATED: March 12, 2015**

**BETWEEN:**

**GEORGE M. DUCKWORTH AND MAUREEN D. DUCKWORTH, TRUSTORS  
AND**

**GEORGE M. DUCKWORTH AND MAUREEN D. DUCKWORTH, TRUSTEES**

**ARTICLE ONE**

**Section 1.01 Trust Estate Defined**

This Revocable trust is formed to hold title to real and personal property for the benefit of the Trustor of the Trust and to provide the orderly use and transfer of these assets upon the death of the Trustor. The "Trust Estate" is defined as all property, transferred or conveyed to and received by the Trustee, held pursuant to the terms of this instrument. The Trustee is required to hold, administer, and distribute this property as provided in the Trust Agreement.

**Section 1.02 Definitions**

As used in this Trust Agreement,

- a) The term "husband" shall mean GEORGE M. DUCKWORTH.
- b) The term "wife" shall mean MAUREEN D. DUCKWORTH.
- c) The term "Trustors" shall refer individually and collectively as GEORGE M. DUCKWORTH and MAUREEN D. DUCKWORTH.
- d) The term "decendent" shall mean the lawful issue of a deceased parent in the line of descent but does not include the issue of any parent who is a descendent of the deceased person in question and is living at the time in question.
- e) The term "child" and "descendent" includes any issue born to decedent or legally adopted by the decedent or a posthumous child of a decedent, and a posthumous child is to be considered as living at the time of his or her parent's death.
- f) The term "survives" or "surviving," unless otherwise indicated herein, shall be construed to mean surviving the decedent for at least ninety (90) days. If the person referred to dies within ninety (90) days of the death of the decedent, the reference to him or her will be construed as if he or she had failed to survive the decedent; provided however, that any such person will have during such period the right to use the enjoyment as a life tenant of all property in which his or her interest will fail by reason of death during such period.
- g) The term "issue" will include all natural and adopted children, if applicable, and descendants and those legally adopted into the line of

- descent but does not include a step-child or step-grandchild, unless that person is entitled to inherit as a legally adopted person.
- h) The term "per stirpes" means strict per stirpes and does not mean per capita with representation. Beneficiaries entitled to take under a "per stirpes" clause will include both natural and adopted children and their descendants.
  - i) The term "Trust Assets" and "Trust Estate" include all assets of any trust created hereunder and income derived from such assets and all proceeds of any description derived from the sale, exchange, and other disposition of such assets.
  - j) When required to give reasonable effect to the context in which used, pronouns in the masculine, feminine or neuter gender include each other, and nouns and pronouns in the plural or singular number include each other.

#### Section 1.03 Trustee Designation

GEORGE M. DUCKWORTH and MAUREEN D. DUCKWORTH are the Trustees of the Trust and shall have full authority for the Trust independently. Should either of them become unable because of health, incapacity, or other cause, to serve as Trustee, or should either resign as Trustee before the natural termination of this Trust, the Successor Trustee shall thereafter serve as sole Trustee. The term "Trustees" as used in the Trust Agreement shall refer to GEORGE M. DUCKWORTH and MAUREEN D. DUCKWORTH as Trustees, and/or to any successor Trustee who assumes the role of Trustee. These Trustees serve in the order as provided in Section 9.01 of this Trust Agreement.

#### Section 1.04 Addition to Trust Properties

- a) The Trustees, at any time during the continuance of this Trust, in his or her sole discretion after consideration of the possible tax consequence to all concerned, is authorized to receive into the Trust additions of cash and other properties from any source whatsoever, whether by gift, will or otherwise. However, the Trustees shall accept all assets, which any person or persons may give, or bequeath by Last Will and Testament of this Trust document or documents.
- b) In addition, any person or persons may designate this Trust as the beneficiary, Primary or Contingent, or death benefits, whether insurance benefits pension benefits, or other benefits. Until such benefits mature, the Trustee shall have no responsibility with respect to those benefits.

#### Section 1.05 Appointment

The Trustees of the Trust is directed to apportion receipts expenditures of the types described below between principal and income as follows:

- a) Whenever the principal, or any part thereof, of the Trust property is invested in securities purchased at a premium or at a discount, any premium will be charged against principal and any discount will be credited to principal.
- b) Any stock dividends and rights to purchase additional stock issued on securities held in Trust will be treated as principal, by all other dividends, except liquidating distributions, will be treated as income; and
- c) The amount of any applicable allowance for federal income tax purposes will be treated as income.

#### Section 1.06 Separate Property to Remain Separate

All property that a Trustor transfers to the Trustee pursuant to this instrument which was separate property or, if applicable, community property or quasi community property, at the time of the transfer shall remain, respectively, separate, quasi-community, or community property of the Trustor transferring such property to be the Trust. Specifically, MAUREEN D. DUCKWORTH'S separate property shall remain her sole and separate property and is not included within this trust.

#### Section 1.07 Discretionary Termination

The Trustees may terminate any Trust when, in opinion of the Trustees, the principal is reduced to such an extent that it is not in the best interest of the Beneficiary or Beneficiaries to continue the Trust. The judgment of the Trustees with respect to this decision to terminate will be final and not subject to judicial review. If the Trustees terminates a Trust according to this Section, the date the Trust terminates will be deemed the date fixed for termination of the Trust, and the Trustees will distribute the assets of the terminating Trust to the Beneficiary or Beneficiaries pursuant to this Agreement.

#### Section 1.08 Amendment and Revocation

At any time during the life of the Trustors, the Trustors may

- a) Amend this Trust Agreement in any manner, and/or
- b) Revoke this Trust Agreement in part or in whole. If the Trust Agreement is revoked in whole, the Trustee shall transfer title to all Trust Property of every kind and description back into the individual names of the Trustors. The instrument of amendment or revocation shall be effective immediately upon its proper execution by the Trustors, but until a copy has been received by a Trustee, that Trustee shall not incur any liability or responsibility either (1) for failing to act in accordance with such instrument or (2) for acting in accordance with the provisions of this Trust Agreement without regard to such instrument.
- c) Withdraw from the Trust Estate all or any part of the principal and accumulated income of the Trust to satisfy liabilities lawful incurred in the administration of this Trust.

#### Section 1.09 Revocation or Alteration by Trustors Alone

The rights of revocation, withdrawal, alteration and amendment served in this Article must be exercised by the Trustors, and may not be exercised by any other person, including an agent, a guardian or a conservator.

#### Section 1.10 Irrevocability

Except as otherwise provided, following the death of the first Trustor the credit shelter trust and qualified terminable trust shall become irrevocable and shall not be subject to amendment or modifications after the death of the Trustor.

#### Section 1.11 Trustor Powers

The Trustors shall be the Trustees unless and until he or she resigns in writing, or is determined incompetent under the terms provided herein.

### **ARTICLE TWO**

#### Section 2.01 Trust Income

During the life of the Trustors, the Trustees shall at least annually, unless otherwise directed by the Trustor in writing, pay to or apply for the benefit of husband and wife, all of the net income from the Trust Estate in the same proportions as each of the spouse's respective interests in the Trust Estate.

#### Section 2.02 Protection of Trustor in Event of Incapacity

During the life of the Trustors, should either Trustor become incapacitated as defined in Section 2.03 below, the Trustee may, in the Trustee's absolute discretion, pay income and principal for the benefit of the incapacitated Trustor, and may pay to or apply for the benefit of the Trustor such sums from the net income and from the principal of the Trustor's separate Estate as the Trustee, in the Trustee's absolute discretion, believes or advisable for the medical care, comfortable maintenance, and welfare of the Trustor.

#### Section 2.03 Incapacity Defined

For purposes of this Trust Agreement, a Trustor shall be considered incapacitated in the event that any Trustee or any Beneficiary hereunder comes into possession of any of the following:

- a) A jurisdictional applicable court order holding the party to be legally incapacitated to act on his or her own behalf and appointing a guardian or conservator to act for him or her, or

- b) Written certificates which are duly executed, witnessed, and acknowledged of two licensed physicians, each certifying that the physician has examined the person and has concluded that, by reason of accident, mental deterioration, or other cause, such person has become incapacitated and can no longer act reasonably and prudently in his or her own financial best interests, or
- c) Evidence which such Trustee or Beneficiary deems to be credible and currently applicable that a person has disappeared, is unaccountably absent, or is being detained under duress, and that he or she is unable to effectively and prudently look after his or her own interests, then in that event and under those circumstances.
  - 1) Such person is deemed to have become incapacitated, as the term is used in this Trust Agreement, and
  - 2) Such incapacity is deemed to continue until such court order, certificates, and/or circumstances are inapplicable or have been revoked.

A physician certificate to the effect that the person is no longer incapacitated shall revoke a certificate declaring the person incapacitated. The certificate, which revokes the earlier certificate, may be executed either (1) by the originally certifying physician or (2) by two other licensed, board certified physicians. No Trustee shall be under any duty to institute any inquiry into a person's possible incapacity. The reasonable expenses of any such inquiry shall be paid from the Trust Assets.

#### Section 2.04 Principal Invasion

During the life of the Trustors, should the net income of assets contained in this Trust be insufficient to provide for the care, maintenance or support of the Trustors as herein defined, the Trustee may, in the Trustee's sole and absolute discretion pay to or apply for the benefit of the Trustors or any of his or her dependents, such amounts from the principal of the Trustee Estate as the Trustee deems necessary or advisable for the care, maintenance or support of the Trustor.

#### Section 2.05 Residence

If the Trustor's residence property is a part of the Trust, the Trustors shall have possession of and the full management of the residence and shall have the right to occupy it rent-free. Any expenses arising from the maintenance of the property and from all taxes, assessments, and insurance premiums are to be paid from the Trust to the extent that assets are available for payment. It is the intent of the Trustors to retain all homestead rights available to them under the applicable state law.

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### ARTICLE THREE

#### Section 3.01 Provisions After Death

On the death of the first Trustor, the Trustee shall distribute all the Trustors tangible personal property and real property of the deceased Trustor as outlined by the Trustor. Any property not included within the trust or in the Trustors Will shall be distributed as specifically set forth herein under the Trustors Specific Directives.

#### Section 3.02 Power to Appoint Agents

The Trustee is authorized to employ attorneys, accountants, investment managers, specialists, real estate brokers and any such other agents as the Trustee shall deem necessary or desirable. The Trustee shall have the authority to appoint an investment manager or managers to manage all or any part of the assets of the Trust, and to delegate to said investment manager the discretionary power to acquire and dispose of assets of the Trust. The Trustee may charge the compensation of such attorneys, accountants, investment managers, specialists and other agents against the Trust, including any other related expenses. The Trustee shall not be responsible for the acts of such agents beyond his or her obligation to use reasonable care in the selection of such agents.

#### Section 3.03 Last Expenses

On the death of either Trustor, the Trustee shall pay from the Trust the expenses of the deceased Trustor's last illness, funeral, burial, or cremation, including expenses of memorials and memorial services; Legally enforceable claims against us or the estate; Expenses of administering the trust and the estate, and Court ordered allowances for those dependent upon us and any inheritance, estate or death taxes that may be due by reason of the Trustor's death, unless the Trustor in his or her absolute discretion determines that other adequate provisions have been made for the payment of such expenses and taxes. All death taxes upon not passing under this Agreement shall be apportioned in the manner provided by law.

These payments are discretionary with the Trustee. The Trustee may make decisions on these payments without regard to any limitation on payment of the expenses and may make payments without the approval of any court. No third party may enforce any claim or right to payment against the trust by virtue of this discretionary authority.

The Trustee may not pay administrative expenses from assets passing to an organization that qualifies for the federal estate tax charitable deduction.

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## **ARTICLE FOUR**

### **Section 4.01 Trust Income and Principal Distribution**

- a) The Trustee shall apply and distribute the net income and principal of each of the shared or the resulting Trust Estate, after giving to the section of this Trust Agreement entitled "Special Directives" to the following Beneficiaries:

### **PRIMARY BENEFICIARIES:**

**TARA ELYZE KASSITY  
KYLA MICHELE DUCKWORTH  
CARY JAY DUCKWORTH**

### **Section 4.02 Predeceased Beneficiaries**

If a beneficiary of the Trustors should fail to survive to collect all or any portion of his or her share of the Trust Estate that share shall pass to the issue of the deceased beneficiary, per stirpes and with right of representation. The Trustors specifically omit Diane Varney from receiving any portion of their estate, and any and all of Diane Varney's issue, including but not limited to Shane P. Varney and Beau J. Varney, are specifically omitted from receiving any portion of our estate.

## **ARTICLE FIVE**

### **Section 5.01 Trust Powers**

The Trustee shall have all powers conferred upon a Trustee by law for the orderly administration of the Trust Estate. If any property is distributed outright under the provisions of this Trust Agreement to a person who is a minor, distribution may be made under the Nevada Uniform Gifts or Transfers to Minors Act. The Trustee is further authorized to sign, deliver, and/or receive any documents necessary to carry out the powers contained within this Section.

The Trustee of any Trust created under this Trust Agreement (including any substitute or Successor Trustee) will have and be subject to all the powers, duties, and responsibilities granted or imposed by the NEVADA REVISED STATUTES as such Code may provide at the time of administration of the Trust, except to the extent that the same are inconsistent with the provisions of this Agreement.

## Section 5.02 Specific Powers of Trustee

In addition, the Trustee will have the following specific powers:

- a) Trust Estate – The Trustee may leave invested, any property coming into his hands hereunder in any form of investment, even though the investment may not be of the character of investments permitted by law to Trustee, without liability for loss or depreciation in value. The Trustee may sell, exchange, or otherwise dispose of any reinvest property, which may at the time be a part of the Trustee Estate upon such terms and conditions as the Trustee may deem advisable. The Trustee may invest and reinvest the Trust Assets from time to time in any property, real, personal, or mixed, including without limitation securities of domestic and foreign corporations and investments trusts or companies, bonds, debentures, preferred stocks, common stocks, mortgages, mortgage participations, and interest in common trust funds, all with complete discretion to convert realty into personal or personally into realty or otherwise change the character of the Trust Estate, even though such investment (by reason of its character, amount, proportion to total Trust Estate, or otherwise) would not be considered appropriate for a fiduciary apart from this provision, and even though such investment caused part or all of the total Trust Estate to be invested in investment of one type of business or company.
- b) Holding Property – The Trustee may hold property in the Trustee's name, as Trustee or in the name of the nominee without disclosing the Trust.
- c) Release of Power – If the Trustee deems it to be in the best interest of the Trust and its beneficiaries, the Trustee, by written instrument signed by such Trustee, will have the power and authority to release, disclaim or restrict the scope of any power or discretion granted in this Trust Agreement or implied by law.
- d) Agents, Employees – The Trustee may employ one or more agents to perform any act of administration, whether or not discretionary, including attorneys, auditors, investment managers or others, as the Trustee shall deem necessary or advisable. The Trustee may compensate agents and other employees, and may delegate to them any and all discretions and powers.
- e) Leases – The Trustee may lease any Trust Assets generally or for oil, gas, and mineral development, even though the lease term may extend beyond the term of the trust of which the property is a part. The Trustee may enter into any covenants and agreements relating to the property so leased or any improvements, which may then or thereafter be erected on such property.
- f) Common Funds – The Trustee may hold any of the Trust Assets in a common fund with property from other trust estates and to make investments jointly with any other trust, the property of which is included in the common fund.

- g) Securities – With respect to securities held in the Trust Estate, the Trustee may exercise all the rights, powers, and privileges of an owner, including, but not limited to, the power to vote, give proxies, and to pay assessments and other sums deemed by the Trustee necessary for the protection of the Trust Estate; to participate in voting trusts, foreclosures, reorganization, consolidations, mergers, and liquidations, and in connection therewith to deposit securities with and transfer title to any protective or other committee under such terms as the Trustee may deem advisable; to exercise or sell stock subscription or conversion rights; and to accept and retain as an investment any securities or other property received through exercised of any of the forgoing powers, regardless of any limitations elsewhere in this instrument relative to investment by the Trustee.
- h) Purchases from Estate – The Trustee may purchase property of any kind from the executor or administrator of our estates.
- i) Lending – The Trustee may make loans, secured or unsecured, to the executor or administrator of our estates, to any beneficiary of the Trust or the Trustee. Further, the Trustee may use Trust Assets to guarantee obligations of any income beneficiary of the Trust (unless such beneficiary is serving as Trustee).
- j) Distribution to or for Beneficiaries – The Trustee may make any distribution contemplated by the Trust Agreement (1) to the beneficiary, (2) if the beneficiary is under a legal disability or if the Trustee determines that the beneficiary is unable to properly manage his or her affairs, to a person furnishing support, maintenance or education for the beneficiary or with whom the beneficiary is residing, for expenditures on the beneficiary's behalf, or (3) if the beneficiary is a minor, to a Trustee of an existing trust established exclusively for the benefit of such minor, whether created by this Trust Agreement or otherwise, or to a custodian for the beneficiary's benefit. Any distribution under this paragraph will be a full discharge of the Trustee with respect thereto. On any partial or final distribution of the Trust Assets, the Trustee may apportion and allocate the assets of the Trust Estate in cash or in kind, or partly in cash and partly in kind, or in undivided interests in the manner deemed advisable at the discretion of the Trustee and may sell any property deemed necessary by the Trustee to make the distribution. The Trustee may distribute gifts up to \$14,000 per year out of principal or interest.
- k) Insurance – The Trustee may purchase new medical and dental insurance from an insurance company rated AAA and licensed and bonded to conduct business in the State of Nevada. The Trustee may pay the premiums on existing life insurance for the benefit of the trust beneficiary and to procure and pay the premiums on other insurance of the kinds, forms and amounts deemed advisable by the Trustee to protect the assets of the Trust Estate.
- l) Borrowing – The Trustee may borrow money from the Trustee and others, and to secure the repayment thereof by mortgaging or pledging or otherwise encumbering any part or all of the Trust Assets, and in

- connection with the acquisition of any property, to assume a liability or to acquire property subject to a liability.
- m) Repairs – The Trustee may make ordinary and extraordinary repairs and alterations in buildings or other Trust Assets.
  - n) Reserves – The Trustee may establish such reserves out of income for taxes, assessments, repairs and maintenance as the Trustee considers appropriate.
  - o) Continuation of Business – The Trustee may continue any business or businesses in which we have an interest at the time of our death for so long as the Trustee may, in its sole discretion, consider necessary or desirable, whether or not the business is conducted by us at the time of our death individually, as a partnership or as a corporation wholly owned or controlled by us, with full authority to sell, settle, and discontinue any of them when and upon such terms and conditions as the Trustee may, in its sole discretion, consider necessary or desirable.
  - p) Retain Property for Personal Use – The Trustee may retain a residence or other property for the personal use of a beneficiary and to allow a beneficiary to use or occupy the retained property free of rent and maintenance expenses.
  - q) Dealing With Third Parties – The Trustee may deal with any person or entity regardless of relationship or identity of any Trustee to or with that person or entity and may hold or invest all or any part of the Trust Estate in common or undivided interest with that person or entity.
  - r) Partitions, Divisions, Distributions – The Trustee will have the power to make all partitions, divisions and distributions contemplated by this Trust Agreement. Any partitions, divisions or distributes may be made in cash, in kind, or partly in cash and partly in kind, in any manner that the Trustee deems appropriate (including composing shares differently). The Trustee may determine the value of any property, which valuation will be binding on all beneficiaries. No adjustments are required to compensate for any partitions, divisions, or distributions having unequal consequences to the beneficiaries.
  - s) Claims, Controversies – The Trustee may maintain and defend any claim or controversy by or against the Trust without the joinder or consent of any beneficiary. The Trustee may commence or defend at the expense of the Trust any litigation with respect to the trust or any property of the Trust Estate as the Trustee may deem advisable, and may employ, for reasonable compensation, such counsel as the Trustee shall deem advisable for that purpose.
  - t) Merger of Trusts – If at any time the Trustee of any trust created hereunder shall also be acting as Trustee of any other trust created by trust instrument or by trust declaration for the benefit of the same beneficiary or beneficiaries and upon substantially the same terms and conditions, the Trustee is authorized and empowered, if in the Trustee's discretion such action is the best interest of the beneficiary or beneficiaries, to transfer and merge all of the assets then held under such trust created pursuant to this

Trust Agreement to and with such other trust and thereupon to terminate the trust created of any other trust which may be transferred to any trust created hereunder and to administer and distribute such assets and properties so transferred in accordance with the provisions of this Agreement.

- u) Termination of Small Trust – Any corporate Trustee which is serving as the sole Trustee of any trust or any share thereof may at any time terminate such trust or share if, in the Trustee's sole judgment, the continued management of such trust or share is no longer economical because of the small size of such trust or share and if such action will be deemed to be in the best interest of the beneficiary or beneficiaries. In case of such termination, the Trustee will distribute forthwith the share of the Trust Estate so terminated to the income of beneficiary or beneficiaries, per stirpes. Upon such, distribution, such distribution, such trust or share will terminate and the Trustee will not be liable or responsible to any person or persons whomsoever for its action. The Trustee will not be liable for failing or refusing at any time to terminate any trust or share thereof as authorized by this paragraph.
- v) Power to Determine Income and Principal – Dividends payable in stock of the issuing corporation, stock splits and capital gains will be treated as principal. Except as herein otherwise specified provided, the Trustee will have full power and authority to determine the manner in which expenses are to be borne and in which receipts are to be credited as between principal and income, and also to determine what will constitute principal or income, and may withhold from income such reserves for depreciation or depletion as the Trustee may deem fair or equitable. In determining such matters the Trustee may give consideration to the provisions of the Nevada Revised Statutes (or its successor statutes) relating to such matters, but will not be bound by such provisions.
- w) Generation-Skipping Taxes and Payment – If the Trustee considers any distribution or termination of an interest or power hereunder as a distributor or termination subject to a generation-skipping tax, the Trustee is authorized:
  - 1) To argue any taxable distribution by an amount which the Trustee estimate to be sufficient to pay such tax and charge the same to the particular trust to which the trust related without adjustment of the relative of the beneficiaries.
  - 2) To pay such tax, in the case of taxable termination, from the particular trust to which the tax related without adjustment of the relative interests of the beneficiaries. If such tax is imposed in part by reason of the trust Assets, the Trustee will pay only the portion of such tax attributable to the taxable termination hereunder taking into consideration deductions, exemptions, credits and other factors which the Trustee deems advisable; and
  - 3) To postpone final termination of any particular trust and to withhold all or any portion of the trust estate until the Trustee is

satisfied that the trustee no longer has any liability to pay any generation-skipping tax with reference to such trust or its termination.

- x) Release of Healthcare Information including HIPAA Authority – Trustor intends for the Trustee to be treated as he would regard the use and disclosure of his individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 42 USC 1320d and 45 CFR 160-164. Trustor authorizes any physician, healthcare professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health provider, any insurance company and medical Information Bureau, Inc., or other care clearing house that has provided treatment or services or that has paid for or is seeking payment from Trustor for such services to give, disclose, and release, either orally or in writing, to the Trustee or Trustees, without restriction, all of Trustor’s individually identifiable health information and medical records regarding any past, present or future medical or mental health condition.

The authority given to the Trustee shall supersede any prior agreement that Trustors have made with their health care provider to restrict access to or disclosure of Trustor’s individually identifiable health information. The authority given to the Trustee has no expiration date shall expire only in the even that Trustors revoke the authority in writing and delivers such revocation to their health care providers.

#### Section 5.03 Special Provision for S. Corporation Stock

Notwithstanding what is otherwise provided in this Trust Agreement, if at any time the Trust contains any stock of a corporation which elects or has elected treatment as an “S Corporation” as defined by Section 1361 (a)(1) of the Internal Revenue Code (or any corresponding successor statute), such stock will be segregated from the other assets of such trust and treated as a separate trust. The Trustee will further divide the separate trust into shares for each beneficiary and such shares will be distributed outright or held in trust as herein provided. In addition, all other provisions of this Trust Agreement will apply to each share held in trust (and constituting a separate trust) except that the Trustee will distribute all of the income from each separate trust to its beneficiaries in convenient installments at least annually. It is our intent that each separate trust will be recognized as a “Qualified Subchapter S Trust” (QSST) under Section 1361(d)(3) of the Internal Revenue Code (or any corresponding successor statute). Notwithstanding any provisions of this Trust Agreement to the contrary, the Trustee’s Powers and discretions with respect to the administration of each separate trust (including methods of accounting, book keeping, making distributions and characterizing receipts and expenses) will not be exercised or exercisable in a manner consistent with allowing each separate trust to be treated as a QSST as above described.

## ARTICLE SIX

### Section 6.01 Coordination with Trustor's Probate Estate

- a) At any time during the continuance of this Trust including subsequent to the death of either Trustor the Trustee may, in their sole and uncontrolled discretion, distribute to the deceased Trustor's Probate Estate cash and/or other property as a beneficiary of the Trust.
- b) All other provisions to the contrary notwithstanding, under no circumstances shall any restricted proceeds, as hereinafter defined, be either directly or indirectly: (1) distributed to or for the benefit of the Trustor's Executors of the Trustor's Probate Estate: (2) used to pay any other obligations of the Trustor's Estate. The term "restricted proceeds" means:
  - 1) All qualified plans, individual retirement accounts, or similar benefits which are received or receivable by any Trustee hereunder, and which are paid solely to a beneficiary other than the Executor of the Trustor's Gross Estate for Federal Estate Tax purposes; and
  - 2) All proceeds of insurance on either Trustor's life, which, if paid to a beneficiary other than the Trustor's Estate, would be exempt from inheritance or similar death tax under applicable state death tax laws.

### Section 6.02 Direction to Minimize Taxes

In administration of the Trust hereunder, its Fiduciaries shall exercise all available tax related elections, options, and choices in such a manner as they, in their sole but reasonable judgment (where appropriate, receiving advice of tax counsel), believe will achieve the overall minimum in total combined present and reasonably anticipated future administrative expenses and taxes of all kinds. This applies not only to such trust but also to its beneficiaries, to the other trusts hereunder and their beneficiaries, and to the Trustor's Probate Estate.

Without limitation on the generality of the foregoing directions (which shall to that extent supersede the usual fiduciary duty of impartiality), such fiduciaries shall not be accountable to any person interested in this Trust or to Trustor's Estate for the manner in which they shall carry out this direction to minimize overall taxes and expenses (including any decision they may make not to incur the expenses of a detailed analysis of alternative choices). Even though their decisions in this regard may result in increased taxes or decreased distributions of the Trust, to the Estate, or to one or more beneficiaries. The fiduciaries shall not be obligated for compensation re-adjustments or reimbursements, which arise by reason of the manner in which the fiduciaries carry out this direction.

### Section 6.03 Judgment and Discretion of Trustee

In the absence of proof of bad faith, all questions of construction or interpretation of any trusts created by this Trust Agreement will be finally and conclusively determined solely by the Trustee, according to the Trustee's best judgment and without recourse to any court, and each determination by its Trustee is binding on the beneficiaries and prospective beneficiaries hereunder, both in being and unborn, as well as all other persons, firms, and corporations. The Trustee, when exercising any discretionary power relating to the distribution of accumulation of principal or income or to the termination of any trust, will be responsible only for lack of good faith in the exercise of such power. Each determination may be relied upon to the same extent as if it were a final and binding judicial determination. In the event of a conflict between the provisions of this Trust Agreement and those of the Nevada Revised Statutes, the provisions of this Agreement will control.

## ARTICLE SEVEN

### Section 7.01 Resolution to Conflict

Any controversy between the Trustor or Trustors and any other Trustee or Trustees, or between any other parties to this Trust, including Beneficiaries, involving the construction or application of any of the terms, provisions, or conditions of this Trust shall, on the written request of either or any disagreeing party served on the other or others, be submitted to arbitration. The parties to such arbitration shall each appoint one person to hear and determine the dispute and, if they are unable to agree, then the two persons so chosen shall select a third impartial arbitrator whose decision shall be final and conclusive upon both parties. The cost of arbitration shall be borne by the losing party or in such proportions as the arbitrator(s) shall decide. Such arbitration shall comply with the commercial arbitration rules of the American Arbitration Association, 4425 Spring Mountain Road, Las Vegas, Nevada 89102-8719.

### Section 7.02 Incontestability

The beneficial provisions of this Trust Agreement are intended to be in lieu of any other rights, claims, or interests of whatsoever nature, whether statutory or otherwise, except bona fide pre-death debts, which any beneficiary hereunder may have in Trustor's Estate or in the properties in trust hereunder. Accordingly, if any beneficiary hereunder asserts any claim (except a legally enforceable debt), statutory election, or other right or interest against or in Trustor's Estate, or any properties of this Trust, other than pursuant to the express terms hereof, or directly/indirectly contests, disputes, or calls into questions, before any court, the validity of this Trust Agreement, then:

- a) Such Beneficiary shall thereby absolutely forfeit any and all beneficial interest of whatsoever kind of nature which such beneficiary or his or her heirs might otherwise have under this Trust Agreement. Any beneficial

interest forfeited hereunder, shall thereupon be appropriately and proportionately increased for the benefit of the remaining Beneficiaries; and,

- b) All of the provisions of this Trust Agreement, to the extent that they confer any benefits, powers, or rights whatsoever upon such claiming, electing or contesting beneficiary, shall thereupon become absolutely void; and
- c) Such claiming, electing, or contesting beneficiary, if then action as Trustee hereunder, shall automatically cease to be a Trustee and shall thereafter be ineligible to select, remove, or become a Trustee hereunder.

#### Section 7.03 Specific Omissions

Any and all persons and entities, except those persons and entities specifically named herein, have been intentionally omitted from this Trust Agreement. In particular, anyone who may otherwise be entitled to a portion of the Trust Estate by operation of law, are specifically knowingly and intentionally omitted as beneficiaries of this Trust Estate. **If any person or entity shall successfully challenge any term or condition of this Trust Agreement, then, to that person or entity shall be given the sum of one dollar (\$1.00) in lieu and in place of any other benefit, grant, or interest which that person or interest may have in the Trust Estate.**

#### Section 7.04 Benefits Confidential

The Trustors further declare that it is their desire and intent that the provisions of this Trust Agreement are to remain confidential as to all parties. The Trustor directs that only the information concerning the benefits paid to any particular beneficiary shall be revealed to such individual and that no individual shall have a right to information concerning the benefits being paid to any other beneficiary.

### **ARTICLE EIGHT**

#### Section 8.01 Distribution in Kind or Cash

On any distribution of the assets of the Trust Estate into shares or partial shares, and on any final or partial distribution of the assets of the Trust Estate, the Trustee, at his or her absolute discretion, may divide and distribute undivided interests of such assets on a pro rata or non-pro rata basis, or may sell any part of such assets and may make divisions or distributions in cash or partly in cash and partly in Kind. The decision of the Trustee, either prior to or on any division or distribution of such assets, as to what constitutes a proper division of such assets of the Trust Estate shall be binding on all persons interested in any Trust provided for in this Trust Agreement.

#### Section 8.02 Spendthrift Provision

Neither the principal nor the income of the Trust shall be liable for the debts of a beneficiary. Except as otherwise expressly provided in this Agreement, no beneficiary of any trust shall have any right, power or authority to alienate, encumber or hypothecate his or her interest in the principal or income of this Trust in any manner, nor shall the interests of any beneficiary be subject to the claims of his or her creditors or liable to attachment, execution or other process of law. The limitations herein shall not restrict the exercise of any power of appointment or the right to disclaim.

#### Section 8.03 Handicapped Beneficiaries

Any beneficiary who is determined by a court of competent jurisdiction to be incompetent shall not have any discretionary rights of the beneficiary with respect to this trust, or to their share or portion thereof. The Trustee shall hold and maintain such incompetent beneficiary's share of the Trust Estate and shall, in the Trustee's sole discretion, provide for such beneficiary as that trustee would provide for a minor, notwithstanding the foregoing, any beneficiary who is diagnosed for the purposes of governmental benefits (as hereinafter delineated) as being not competent or as being disabled, and who shall be entitled to governmental support and benefits by reason of such incompetence or disability, shall cease to be a beneficiary of this Trust. Likewise, they shall cease to be a beneficiary of any share or portion of the principal or income of the trust shall become subject to the claims of any governmental agency for costs or benefits, fees or charges.

The portion of the Trust Estate which, absent the provisions of this section, would have been the share of such incompetent or handicapped person shall be retained in trust for as long as that individual lives. The Trustee, at his or her sole discretion, shall utilize such funds for the maintenance of the individual. If such individual recovers from his or her incompetence or disability, and is no longer eligible for aid from any governmental agency, including costs or benefits, fees or charges, such individual shall be reinstated as a beneficiary after 60 days from such recovery, and the allocation and distribution provisions of this section shall apply to such beneficiary. If said handicapped beneficiary is no longer living and shall leave children then living, the deceased child's share shall pass to those children per stirpes. If there are no children, the share shall be allocated proportionately among the remaining beneficiaries.

### ARTICLE NINE

#### Section 9.01 Trustees

All Trustees are to serve without bond. The following will act as Trustees of any Trusts created by this Trust Agreement, in the following order of succession:

First:           The undersigned, GEORGE M. DUCKWORTH and MAUREEN D. DUCKWORTH;

- Second: The surviving spouse;
- Third: At the death or incapacity of the surviving spouse, **TARA E. KASSITY, KYLA M. DUCKWORTH and CARY J. DUCKWORTH** as my Co-Trustees;
- Fourth: If any of the aforesaid Co-Trustees should be unable or unwilling to act or to continue to act as Co-Trustees, then the remaining Co-Trustees will act as Trustees.

#### Section 9.02 Allocation and Distribution of the Trust Assets

The Trustees shall allocate, hold, administer and distribute the Trust Assets as hereinafter provided:

- a) Upon the death of the first Trustor, the Trustee shall make any separate distributions that have been specified by the deceased Trustor. The Trustee shall also take into consideration the appropriate provisions of this Article.
- b) Upon the death of the surviving spouse, the Trustee shall hold, administer and distribute the Trust Assets in the manner hereinafter prescribed.

#### Section 9.03 Personal Property Distribution

Notwithstanding any provision of this Trust Agreement to the contrary, the Trustee must abide by any memorandum by the Trustor, particularly that contained in the section entitled "Special Directives": incorporated into this Trust Instrument, directing the disposition of Trust Assets of every kind including but not limited to furniture, appliances, furnishings, pictures, artwork, china, silverware, glass, books, jewelry, wearing apparel, and all policies of fire, burglary, property damage, and other insurance on or in connection with the use of this property. Otherwise, any personal and household effects of the Trustor shall be distributed with the remaining assets of the Trust Estate.

#### Section 9.04 Liability of Trustee

The Trustee will not be responsible or liable for any loss which may occur by reason of depreciation in value of the properties at any time belonging to the trust estate, nor for any loss which may occur, except that the Trustee will be liable for such Trustee's own negligence, default, or willful wrong. The Trustee will not be liable or responsible for the acts, omissions, or defaults of any agent or other person to whom duties may be properly delegated hereunder (except officers or regular employees of the Trustee) if such agent or person was appointed with due care. The Trustee may receive reimbursement from the Trust Estate for any liability, whether in contract or in tort, incurred in the administration of the Trust Estate in accordance with the provisions hereof, and the

Trustee may contract in such form that such trustee will be exempt from such personal liability and the such liability will be limited to the Trust Assets.

#### Section 9.05 Successor Trustee

Any Successor Trustee shall have all the power, rights, discretion and obligations conferred on a trustee by this Trust Agreement. All rights, titles and interests in the property of the Trust shall immediately vest in the successor Trustee at the time of appointment. The prior Trustee shall, without warranty, transfer the successor Trustee the existing Trust property. No successor Trustee shall be under any duty to examine, verify, question, or audit the books, records, accounts, or transactions of any preceding Trustee; and no successor Trustee shall be liable or responsible in any way for any acts, defaults or omissions or any predecessor Trustee, nor for any loss or expense form or occasioned by anything done or neglected to be done by any predecessor Trustee. A successor Trustee shall be liable only for his or her own acts and defaults.

### ARTICLE TEN

#### Section 10.01 Perpetuities Savings Clause

Notwithstanding any provisions of this instrument, the Trusts created hereunder shall terminate no later than twenty-one (21) years after the death of the last survivor of all Trustors and any other Beneficiaries named or defined in this Trust living on the date of the death of the first spouse to die. The Trustee shall distribute each remaining Trust principal and all accrued or undistributed net income hereunder to the Beneficiaries. If there is more than one beneficiary the distribution shall be in the proportion in which they are beneficiaries; if no proportion is designated, the distribution shall be in equal shared to such beneficiaries.

It is not intended that the laws of only one particular state shall necessarily govern all questions pertaining to all the Trust hereunder.

- a) The validity of the Trust hereunder, as well as the validity of the particular provisions of that Trust, shall be governed by the laws of the state which has sufficient connection with this Trust to support such validity.
- b) The meaning and effect of the terms of this Trust Agreement shall be governed by the laws of the State of Nevada.
- c) The meaning of this trust shall be governed by the laws of the state in which the principal office of the Trustee then having custody of the Trust's principal assets and records is located.

The foregoing shall apply even though the sites of some Trust Assets or the home of the Trustor, a Trustee or a Beneficiary may at some time or times be elsewhere.

#### Section 10.02 Invalidity of any Provision

If a court finds that any provisions of this Trust Agreement are void, invalid or unenforceable, the remaining provisions of this Agreement will continue to be fully effective.

#### Section 10.03 Headings

The use of headings in connection with the various articles and sections of this Trust Agreement is solely for convenience, and the headings are to be given no meaning or significance whatsoever in construing the terms and provisions of this Agreement.

#### Section 10.04 Internal Revenue Code Terminology

As used herein, the words "Gross Estate," "Adjusted Gross Estate," "Taxable Estate," "Unified Credit," "State Death Tax Credit," "Maximum Marital Deduction," "Marital Deduction," and any other word or words which from the context in which it or they are used refer to the Internal Revenue Code shall be assigned the same meaning as such words have for the purposes of applying the Internal Revenue Code to a deceased Trustor's Estate. Reference to sections of the Internal Revenue Code amended to the date of such Trustor's death.

### **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 wife – MAUREEN D. DUCKWORTH;
- 2) My daughter – TARA ELYZE KASSITY;
- 3) My daughter – KYLA MICHELE DUCKWORTH;
- 4) 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 our 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

3.1 Upon both my wife and my death, I specifically direct the Trustees to distribute immediately Three Hundred Thousand Dollars (\$300,000.00) to CARY J. DUCKWORTH and thereafter all of the remainder of our estate shall be split equally between our three children:

TARA ELYZE KASSITY  
KYLA MICHELE DUCKWORTH  
CARY JAY DUCKWORTH

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

OLIVIA DUCKWORTH  
ASHLEY DUCKWORTH  
LAUREN KASSITY  
CHASE KASSITY

- b) Should TARA ELYZE KASSITY predecease my wife or myself then TARA ELYZE KASSITY'S share of my estate shall pass equally to our 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 my wife or myself KYLA MICHELE DUCKWORTH's portion of my estate shall pass to our 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 my wife or myself then CARY JAY DUCKWORTH's portion of my estate shall pass equally to our 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 my husband and myself. The grandchildren shall not receive any inheritance until they attain the age of twenty-five years (25) old.

#### FOURTH

I direct that before any distributions of the assets of the Trust Estate are made to the named Beneficiary, certain specific distributions, if any, shall be made from the assets as set forth on the list attached hereto and marked "Exhibit A."

#### FIFTH

I hereby acknowledge and accept the "Special Directives" if any of my spouse.

  
GEORGE M. DUCKWORTH

  
MAUREEN D. DUCKWORTH

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**SPECIAL DIRECTIVES  
OF  
MAUREEN D. DUCKWORTH**

I, MAUREEN D. 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 husband – GEORGE M. DUCKWORTH
- 2) My daughter – TARA ELYZE KASSITY;
- 3) My daughter – KYLA MICHELE DUCKWORTH.
- 4) 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. There are no other children that are my descendants.

**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**

3.1 Upon both my husband's and my death, I specifically direct the Trustees to distribute immediately Three Hundred Thousand Dollars (\$300,000.00) to CARY JAY DUCKWORTH and thereafter all of the remainder of our estate shall be split equally between our three children:

TARA ELYZE KASSITY  
KYLA MICHELE DUCKWORTH  
CARY JAY DUCKWORTH

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

OLIVIA DUCKWORTH  
ASHLEY DUCKWORTH  
LAUREN KASSITY

CHASE KASSITY

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

LAUREN KASSITY  
CHASE KASSITY

- c) Should KYLA MICHELE DUCKWORTH predecease my husband or myself KYLA MICHELE DUCKWORTH's portion of my estate shall pass to our 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 my husband or myself then CARY JAY DUCKWORTH's portion of my estate shall pass equally to our 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 my husband and myself. The grandchildren shall not receive any inheritance until they attain the age of twenty-five years (25) old.

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#### FOURTH

I direct that before any distributions of the assets of the Trust Estate are made to the named Beneficiary, certain specific distributions, if any, shall be made from the assets as set forth on the list attached hereto and marked "Exhibit A."

#### FIFTH

I hereby acknowledge and accept the "Special Directives" if any of my spouse.

  
MAUREEN D. DUCKWORTH

  
GEORGE M. DUCKWORTH

THEREFORE, THIS REVOCABLE TRUST AGREEMENT, DATED THIS 12 DAY OF MARCH 2015, WE, GEORGE M. DUCKWORTH AND MAUREEN D. DUCKWORTH, AFFIX OUR SIGNATURES TO THIS TRUST AGREEMENT, DATED MARCH 12 2015.

#### TRUSTORS:

  
GEORGE M. DUCKWORTH

  
MAUREEN D. DUCKWORTH

#### ACCEPTED BY TRUSTEES:

  
GEORGE M. DUCKWORTH

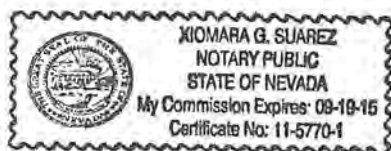
  
MAUREEN D. DUCKWORTH

///

STATE OF NEVADA       )  
                                      )ss.  
COUNTY OF CLARK       )

On this 12<sup>th</sup> day of MARCH, 2015, before me, the undersigned notary public, personally appeared GEORGE M. DUCKWORTH and MAUREEN D. DUCKWORTH, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed hereto, and acknowledged to me that they did execute the same for the purpose expressed therein.

Witness my hand and official seal.



*Xiomara G. Suarez*  
Notary Public in and for said  
County and State.



**HM Courts  
& Tribunals  
Service**

**HM Courts & Tribunals Service**  
Winchester District Probate Registry  
1st Floor  
Southside Offices  
The Law Courts  
Winchester Hants  
SO23 9EL  
DX 96900 WINCHESTER 2  
T 01962 814100  
F

TRICIA LONGMORE TL/DUCKWORTH/17333/1  
c/o QUALITY SOLICITORS LARGE & GIBSON  
DX 2248 PORTSMOUTH 1

Date: 18 July 2018

Dear Sir/Madam,

**Caveat Number : 94400 (WINCHESTER DPR)**

I confirm that a caveat in the estate of **MAUREEN DAPHNE DUCKWORTH** deceased otherwise **KIM DUCKWORTH**

who died between the **12th June 2018 and the 20th June 2018**  
and who lived at **1829 Corta Bella Drive Las Vegas Nevada 89134 United States of America** was entered on the  
**18th July 2018** at your request, and will remain effective for six months from the date it was entered.

In the month before it is due to expire, you may apply to extend the caveat for another six months, on payment of  
a further fee of £20.00 (cheques should be made payable to HM Courts & Tribunals Service).

The name of the Deceased and the caveat number should be stated in all correspondence. If you wish to withdraw the  
caveat, you must produce this letter.


Yours faithfully,

for **PROBATE MANAGER**

**Important Information About Caveats Generally**

- Procedures are governed by the Non Contentious Probate Rules 1987.
- A caveat will not prevent the issue of a grant on the day the caveat is entered.
- The name and date of death of the deceased as recorded on the death certificate are required to be stated in your caveat.
- Your caveat will be effective only if the details you have given us correspond with any other records already held, or subsequently entered, in the estate. You are recommended to check the spellings of the deceased's name, and the date of death shown above, and let me know immediately if there is anything wrong or which you wish to change. (If it is stated in this letter that the deceased died between two dates, it is only necessary to check that the date of death occurred between the dates shown).
- We cannot accept responsibility for failure to identify any other records in the estate, as a result of information given by yourself or by any other party that is not in accordance with the information recorded in the death certificate.

R.APP000027  
002788



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

CASE NO: P-20-103183-T  
Department 26

*Attorney for Kyla Duckworth*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

In the Matter of the

THE DUCKWORTH FAMILY TRUST

Case No.:

Dept:

Dated March 12, 2015

**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, Jerimy Kirschner & Associates, PLLC., and hereby submits this Petition for Declaration regarding Construction of Trust Term; Petition To Compel Proper Accounting And To Compel Turnover Of Trust Documents ("Petition"). This Petition is based upon the following Memorandum of Points and Authorities, the exhibits thereto, the papers and pleadings already on file herein and any oral argument the Court may permit at a hearing of this matter.

## MEMORANDUM OF POINTS AND AUTHORITIES

### I. INTRODUCTION

Petitioner seeks an initial declaration from the Court whether proceeding with a petition regarding objection to an accounting would allow a trustee for Duckworth Family Trust dated, March 12, 2015 (“Trust”) to enforce the forfeiture provisions with the Trust. Then if, and only if, proceeding with an objection would not permit invocation of the forfeiture provisions, then Petitioner asks that the Court compel the trustee to provide a proper NRS 165.135 accounting, to hold the trustee personally liable for costs incurred as well as attorney fees, and to compel the trustee to turn over all documents related to the succession of trustees for the Trust.

### II. BRIEF STATEMENT OF FACTS

#### A. ESTATE PLANNING DOCUMENTS

1. The Duckworth Family Trust Dated, March 12, 2015 (“Trust”) was executed by settlors George M. Duckworth (“Settlor George”) and Maureen D. Duckworth (“Settlor Maureen”) (collectively, “Settlors”) . **See, Exhibit 1 – A true and accurate copy of Duckworth Family Trust, Dated March 12, 2015.**

2. The same day, Settlor Maureen executed a Last Will and Testament which gifted all her property to the Trust, excluding property identified as her sole and separate property (“Maureen’s Will”). **See, Exhibit 2 – Last Will and Testament of Maureen.**<sup>1</sup>

3. The same day, Petitioner witnessed Settlor George execute a last will and testament mirroring that of Maureen’s Will.

4. Petitioner lived with and cared for Settlors in their marital residence from December 18, 2013 until Settlor Maureen became too ill to continue living at the home.

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<sup>1</sup> The original of Maureen’s Will has not been filed with the Court. Petitioner sent written demands for the original to all parties which could have been in possession of the same but was informed they do not possess the original.

1           5.       On or about January 31, 2018, Settlor Maureen was admitted to Las Ventanas Skilled  
2 Nursing Facility (“Las Ventanas”) where she stayed, with brief visits to the hospital, until her death  
3 on June 16, 2018.

4           6.       Petitioner continuously stayed with Settlor Maureen at Las Ventanas from the time  
5 she was admitted until the time of her death.

6           7.       On or about February 5, 2018 and on information and belief, Cary Duckworth  
7 (“Cary”) arranged for Settlor George to execute a new will, however it continued to gifted all  
8 George’s property to the Trust. (“George’s Will”). *See, Exhibit 3 – Last Will and Testament of*  
9 **George and Codicil.**

10           8.       On June 16, 2018, Settlor Maureen passed away without her or Petitioner ever  
11 having returned to the marital home.

12           9.       Cary had moved into the home with Settlor George around this time.

13           10.      Petitioner was barred from the home by Cary and was only granted limited contact  
14 with Settlor George.

15           11.      On or about January 23, 2019, and on information and belief, Cary arranged for  
16 Settlor George to execute an amendment to the Trust (the “First Amendment”). *See, Exhibit 4 –*  
17 **First Amendment to Trust.**

18           12.      The First Amendment changed distributions to provide a greater share for Cary, and  
19 also designated Cary as the sole successor trustee whereas the prior version had named all three of  
20 Settlers’ children as successor trustees. *Id.* Sect. 9.01 and Sect. 9.03; *c.f.* Exhibit 1 Sect. 9.01 &  
21 9.03.

22           13.      The same day and on information and belief, Cary arranged for Settlor George to  
23 execute a codicil to his will (“Codicil”). **Exhibit 5 – Will Codicil.**

1 14. George's Will and the Codicil maintained the "pour over" provisions depositing all  
2 personal property into the Trust.

3 15. On or about March 20, 2019 and on information and belief, Cary arranged for Settlor  
4 George to execute a second amendment to the Trust. *See, Exhibit 6 – Second Amendment to*  
5 **Trust.**

6 16. On November 16, 2019, George passed away after several weeks in hospice.

7 17. Petitioner was not notified that her father was in hospice.

8 18. Petitioner was notified that her father passed away via a text message from Cary.

9 **B. DEMAND FOR AN ACCOUNTING**

10 19. On January 17, 2020, Petitioner made a demand upon Cary for an accounting  
11 pursuant to NRS 165.141 and expressly demand the accounting comport with NRS 165.135. *See,*  
12 **Exhibit 7 – Demand for Accounting.**

13 20. On March 13, 2020, Cary produced an accounting which was materially deficient of  
14 NRS 161.135 requirements ("Accounting"). *See, Exhibit 8 – Cary March 13, 2020 Accounting.*

15 *i. Personal Property*

16 21. The Accounting did not provide valuations for the "personal property" of Settlers  
17 which had been deposited in the Trust. *Id.* at pg. 3.

18 22. On information and belief, the value of Settlers' personal property exceeded one  
19 million dollars, *at a minimum* ("Personal Property").

20 23. The Personal Property includes multi-carat diamond rings, gold watches, marble  
21 statues, one of a kind antiques, exotic rugs, wall hangings, and other artwork from around the world.  
22 *See, Exhibit 9 – Non-Exhaustive list of Personal Property.*

23 *ii. Accounting & Trustee Start Date*

24 24. The Accounting provides a start date of January 23, 2019.

25. However, charges under the accounting begin December 19, 2018, and include charges for “Love Diamond Nails,” “Off Broadway Shoes,” “Popcorn Girl,” “The Jewelers” and dozens of fast food purchases. *See*, Exhibit 8 at DU000693-DU000694, *en passim*.

26. The Accounting also shows, at times, the trustee spending over a \$1,000 in a single week for groceries. *Id.* at DU000693-DU000694

27. At that time of these charges George was ninety-four (94) years old, immobile, homebound, and on a strict diet.

28. The Accounting does not identify any liabilities for “Love Diamond Nails,” “Off Broadway Shoes,” “Popcorn Girl,” or “The Jewelers.”

*iii. End Date and Additional Records of Concern*

29. The Accounting also identifies an “advance” to Cary for \$178,400.00, and a “loan” to Cary for \$43,646.03. *Id.* at DU000718.

30. The Accounting also identifies a new caretaker for George who was paid over eighteen thousand dollars (\$18,000) in the forty-one days surrounding the First Amendment and Second Amendment. *Id.* at DU000693- DU000693. By way of comparison, George’s other three existing caregivers were paid a total of five thousand four hundred and sixteen dollars (\$5,416.00) during the same period. *Id.*

31. Several times, the Accounting identifies charges from fast food locations in which the amount charged exceeds one hundred dollars. *Id.*, *en passim*.

32. There are also several other large unexplained charges during the same time.

33. The Accounting ends December 31, 2019, however the request for the accounting was made on January 17, 2020. *Id.*

34. The Accounting does not identify any liabilities.

**C. OBJECTION AND ATTEMPT TO OBTAIN ADDITIONAL INFORMATION**

35. On April 16, 2020, Petitioner sent a request to Cary asking for information on Trust documents, disclosures of Personal Property values, and explanations for various charges in the Accounting. *See, Exhibit 10 – April 16, 2020 Letter to Cary’s Counsel.*

36. To date, there has been no response from Cary.

**III. ARGUMENT**

**A. THE TRUSTEE HAS NOT PROVIDED A PROPER ACCOUNTING**

NRS 165.141 empowers a beneficiary of a trust to make a formal demand for an accounting from the trustee. Moreover,

[N]otwithstanding any provision to the contrary in the trust instrument, but subject to the right of the trustee to petition the court for further instructions pursuant to subsection 2 of NRS 165.148, and subject to the exceptions set forth under paragraph (b) of subsection 1 of NRS 165.1207, *a trustee shall provide an account conforming with the requirements of NRS 165.135 to a beneficiary pursuant to a demand by such beneficiary pursuant to NRS 165.141.*

*See, NRS 165.138 (emphasis added).* The requirements of NRS 165.135 are unmistakable and require, in particular:

(b) With respect to the trust principal:

(1) The trust principal held at the beginning of the accounting period, and in what form held, and the approximate market value thereof at the beginning of the accounting period...

(3) Investments collected, sold or charged off during the accounting period...

(5) Any deductions from the trust principal during the accounting period, with the date and purpose of each deduction...

(6) The trust principal, invested or uninvested, on hand at the end of the accounting period, reflecting the approximate market value thereof at that time

(e) A brief summary of the account, which must include:

(1) The beginning value of the trust estate:

(I) For the first accounting, the beginning value of the trust estate shall consist of the total of all original assets contained in the beginning inventory.

(II) For accountings other than the first account, the beginning value of the trust estate for the applicable accounting period must be the ending value of the prior accounting.

(2) The total of all receipts received during the accounting period, excluding capital items.

(3) The total of all gains on sales or other disposition of assets, if any, during the accounting period.

(4) The total of disbursements and distributions during the accounting period.

(5) The total of all losses on sales or other disposition of assets, if any, during the accounting period.

(6) The total value of the trust assets remaining on hand at the end of the accounting period.

The collective effect of these provisions is to put an onus on a trustee to provide full disclosure and transparency without the requirement for court intervention.

A beneficiary is permitted to petition the Court for any aspect of the affairs of a trust, including:

Determining the construction of the trust instrument;

Settling the accounts and reviewing the acts of the trustee, including the exercise of discretionary powers;

Subject to the requirements of chapter 165 of NRS, compelling the trustee to report information about the trust or account, to the beneficiary

*See*, NRS 153.031 (1)(b), (1)(f) & (1)(h). Moreover,

Unless the court determines that the trustee was acting in good faith, a trustee who fails to provide an account pursuant to the terms of the trust instrument, or when required pursuant to the provision of this chapter, *is personally liable to each person entitled to receive an account who demanded the account in writing pursuant to this chapter or all costs reasonably incurred by each such person to enforce the terms of the trust or this chapter, including, without limitation, reasonable attorney's fees and court costs.* The trustee shall not expend trust funds to satisfy the trustee's personal liability imposed under this subsection.

*See*, NRS 165.148(1); *See Also*, NRS 153.031 (3)(b).

As an initial matter, Petitioner seeks a determination from this Court whether proceeding with this matter would permit Cary to invoke Section 7.02 and Section 7.03 of the Trust. *See* NRS 153.031 (1)(b), Exhibit 1, DU000311. If and only if this Petition would not allow Cary in invoke

1 and apply Section 7.02 and 7.03, then Petitioner would request the Court consider its following  
2 arguments and request for relief.

3       Herein, Cary has failed to comply with the accounting requirements of NRS 165.135 despite  
4 Petitioner providing an express request in writing for the same. Cary does not account for the  
5 Personal Property which is comprised of valuable artwork, jewelry and one of a kind memorabilia  
6 which exceeds over one million dollars in value. *See*, Exhibit 9. In addition, there are tens of  
7 thousands of dollars in charges from Trust principle for which no purpose is identified and which  
8 had no discernible benefit to the Trust or George during his life. *supra*, Sec. II.B..

9  
10       Petitioner tried in vain to resolve this matter without Court intervention, providing specific  
11 objections to the Accounting and requesting additional documents related to Cary's tenure as  
12 trustee. *See*, Sec. II.C. The silence from Cary coupled with the questionable spending patterns  
13 identified in the Accounting, justify involvement of this Court. Moreover, Cary's lack of  
14 cooperation to detailed request for statutorily required disclosures is not in good faith, and justifies  
15 imposition of personal liability for Petitioner's attorney fees and costs incurred in bringing this  
16 matter to the Court.

#### 17       **IV. CONCLUSION AND REQUEST FOR RELIEF**

18       Based on the forgoing points and authorities, Petitioner requests the following relief:

19       A.       A determination regarding construction of Section 7.02 and Section 7.03 of the Trust  
20 and whether a challenge to the Accounting would be grounds for Cary to invoke the remedies  
21 therein, then if and only if the Court finds that proceeding would not allow for invocation of  
22 Section 7.02 and Section 7.03 of the Trust, then Petition asks for the following relief:  
23

24       B.       Find that the Cary failed to provide an accounting complying with requirements of  
25 NRS 165.135;  
26  
27  
28

1 C. Order that Cary be personally liable for the costs of providing the non-complying  
2 accounting since January 17, 2020 as well as the costs of preparing a proper inventory and  
3 accounting of the Trust;

4 D. Order that Cary be personally liable for attorneys fees and costs of Petitioner from  
5 March 13, 2020 to the present, including the costs of bring this Petition which is currently seven  
6 thousand fifty-two dollars and fifty-cents (\$7,052.50) and an estimated one thousand dollars  
7 (\$1,000.00) expected to be incurred as part of responding to any opposition and hearing;  
8

9 E. Order that Cary provide a proper accounting that comports with NRS 165.135;

10 F. Order that Cary turnover all documents related to the succession for the trustees of  
11 the Trust; and

12 G. Any other relief this court deems necessary and proper.  
13

14  
15 DATED this 10TH day of JUNE, 2020.

16 JERIMY KIRSCHNER & ASSOCIATES, PLLC

17 /s/Jerimy L. Kirschner, Esq.  
18 JERIMY L. KIRSCHNER, ESQ.  
19 Nevada Bar No. 12012  
20 5550 Painted Mirage Rd., Suite 320  
21 Las Vegas, NV 89149  
22 Telephone:(702) 563-4444  
23  
24  
25  
26  
27  
28

VERIFICATION

I, KYLA DUCKWORTH, declare that:

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

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

  
Kyla Duckworth

**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of Jerimy Kirschner & Associates, PLLC, and on June 10, 2020, I caused a copy of the foregoing Petition for Declaration regarding Construction of Trust Term; Petition to Compel Proper Accounting and to Compel Turnover Of Trust Documents to be served through the electronic court filing system or via first class, US mail, postage prepaid upon the following persons/entities:

Kenneth A. Burns, Esq  
400 S Rampart Blvd, #400  
Las Vegas, NV 89145  
[kburns@klnevada.com](mailto:kburns@klnevada.com)  
*Attorney for Cary Duckworth*

/s/ Sarah Mintz

An Employee of JERIMY KIRSCHNER & ASSOCIATES, PLLC

# EXHIBIT 1

# **THE DUCKWORTH FAMILY TRUST**

Prepared by:

Carrie E. Hurtik, Esq.  
HURTIK LAW & ASSOCIATES  
7866 West Sahara Avenue  
Las Vegas, NV 89117

**THE DUCKWORTH FAMILY TRUST**

**DATED: March 12, 2015**

**BETWEEN:**

**GEORGE M. DUCKWORTH AND MAUREEN D. DUCKWORTH, TRUSTORS**

**AND**

**GEORGE M. DUCKWORTH AND MAUREEN D. DUCKWORTH, TRUSTEES**

**ARTICLE ONE**

**Section 1.01 Trust Estate Defined**

This Revocable trust is formed to hold title to real and personal property for the benefit of the Trustor of the Trust and to provide the orderly use and transfer of these assets upon the death of the Trustor. The "Trust Estate" is defined as all property, transferred or conveyed to and received by the Trustee, held pursuant to the terms of this instrument. The Trustee is required to hold, administer, and distribute this property as provided in the Trust Agreement.

**Section 1.02 Definitions**

As used in this Trust Agreement,

- a) The term "husband" shall mean GEORGE M. DUCKWORTH.
- b) The term "wife" shall mean MAUREEN D. DUCKWORTH.
- c) The term "Trustors" shall refer individually and collectively as GEORGE M. DUCKWORTH and MAUREEN D. DUCKWORTH.
- d) The term "decendent" shall mean the lawful issue of a deceased parent in the line of descent but does not include the issue of any parent who is a descendent of the deceased person in question and is living at the time in question.
- e) The term "child" and "descendent" includes any issue born to decedent or legally adopted by the decedent or a posthumous child of a decedent, and a posthumous child is to be considered as living at the time of his or her parent's death.
- f) The term "survives" or "surviving," unless otherwise indicated herein, shall be construed to mean surviving the decedent for at least ninety (90) days. If the person referred to dies within ninety (90) days of the death of the decedent, the reference to him or her will be construed as if he or she had failed to survive the decedent; provided however, that any such person will have during such period the right to use the enjoyment as a life tenant of all property in which his or her interest will fail by reason of death during such period.
- g) The term "issue" will include all natural and adopted children, if applicable, and descendants and those legally adopted into the line of

- descent but does not include a step-child or step-grandchild, unless that person is entitled to inherit as a legally adopted person.
- h) The term “per stirpes” means strict per stirpes and does not mean per capita with representation. Beneficiaries entitled to take under a “per stirpes” clause will include both natural and adopted children and their descendants.
  - i) The term “Trust Assets” and “Trust Estate” include all assets of any trust created hereunder and income derived from such assets and all proceeds of any description derived from the sale, exchange, and other disposition of such assets.
  - j) When required to give reasonable effect to the context in which used, pronouns in the masculine, feminine or neuter gender include each other, and nouns and pronouns in the plural or singular number include each other.

#### Section 1.03 Trustee Designation

GEORGE M. DUCKWORTH and MAUREEN D. DUCKWORTH are the Trustees of the Trust and shall have full authority for the Trust independently. Should either of them become unable because of health, incapacity, or other cause, to serve as Trustee, or should either resign as Trustee before the natural termination of this Trust, the Successor Trustee shall thereafter serve as sole Trustee. The term “Trustees” as used in the Trust Agreement shall refer to GEORGE M. DUCKWORTH and MAUREEN D. DUCKWORTH as Trustees, and/or to any successor Trustee who assumes the role of Trustee. These Trustees serve in the order as provided in Section 9.01 of this Trust Agreement.

#### Section 1.04 Addition to Trust Properties

- a) The Trustees, at any time during the continuance of this Trust, in his or her sole discretion after consideration of the possible tax consequence to all concerned, is authorized to receive into the Trust additions of cash and other properties from any source whatsoever, whether by gift, will or otherwise. However, the Trustees shall accept all assets, which any person or persons may give, or bequeath by Last Will and Testament of this Trust document or documents.
- b) In addition, any person or persons may designate this Trust as the beneficiary, Primary or Contingent, or death benefits, whether insurance benefits pension benefits, or other benefits. Until such benefits mature, the Trustee shall have no responsibility with respect to those benefits.

#### Section 1.05 Appointment

The Trustees of the Trust is directed to apportion receipts expenditures of the types described below between principal and income as follows:

- a) Whenever the principal, or any part thereof, of the Trust property is invested in securities purchased at a premium or at a discount, any premium will be charged against principal and any discount will be credited to principal.
- b) Any stock dividends and rights to purchase additional stock issued on securities held in Trust will be treated as principal, by all other dividends, except liquidating distributions, will be treated as income; and
- c) The amount of any applicable allowance for federal income tax purposes will be treated as income.

#### Section 1.06 Separate Property to Remain Separate

All property that a Trustor transfers to the Trustee pursuant to this instrument which was separate property or, if applicable, community property or quasi community property, at the time of the transfer shall remain, respectively, separate, quasi-community, or community property of the Trustor transferring such property to be the Trust. Specifically, MAUREEN D. DUCKWORTH'S separate property shall remain her sole and separate property and is not included within this trust.

#### Section 1.07 Discretionary Termination

The Trustees may terminate any Trust when, in opinion of the Trustees, the principal is reduced to such an extent that it is not in the best interest of the Beneficiary or Beneficiaries to continue the Trust. The judgment of the Trustees with respect to this decision to terminate will be final and not subject to judicial review. If the Trustees terminates a Trust according to this Section, the date the Trust terminates will be deemed the date fixed for termination of the Trust, and the Trustees will distribute the assets of the terminating Trust to the Beneficiary or Beneficiaries pursuant to this Agreement.

#### Section 1.08 Amendment and Revocation

At any time during the life of the Trustors, the Trustors may

- a) Amend this Trust Agreement in any manner, and/or
- b) Revoke this Trust Agreement in part or in whole. If the Trust Agreement is revoked in whole, the Trustee shall transfer title to all Trust Property of every kind and description back into the individual names of the Trustors. The instrument of amendment or revocation shall be effective immediately upon its proper execution by the Trustors, but until a copy has been received by a Trustee, that Trustee shall not incur any liability or responsibility either (1) for failing to act in accordance with such instrument or (2) for acting in accordance with the provisions of this Trust Agreement without regard to such instrument.
- c) Withdraw from the Trust Estate all or any part of the principal and accumulated income of the Trust to satisfy liabilities lawful incurred in the administration of this Trust.

Section 1.09 Revocation or Alteration by Trustors Alone

The rights of revocation, withdrawal, alteration and amendment served in this Article must be exercised by the Trustors, and may not be exercised by any other person, including an agent, a guardian or a conservator.

Section 1.10 Irrevocability

Except as otherwise provided, following the death of the first Trustor the credit shelter trust and qualified terminable trust shall become irrevocable and shall not be subject to amendment or modifications after the death of the Trustor.

Section 1.11 Trustor Powers

The Trustors shall be the Trustees unless and until he or she resigns in writing, or is determined incompetent under the terms provided herein.

**ARTICLE TWO**

Section 2.01 Trust Income

During the life of the Trustors, the Trustees shall at least annually, unless otherwise directed by the Trustor in writing, pay to or apply for the benefit of husband and wife, all of the net income from the Trust Estate in the same proportions as each of the spouse's respective interests in the Trust Estate.

Section 2.02 Protection of Trustor in Event of Incapacity

During the life of the Trustors, should either Trustor become incapacitated as defined in Section 2.03 below, the Trustee may, in the Trustee's absolute discretion, pay income and principal for the benefit of the incapacitated Trustor, and may pay to or apply for the benefit of the Trustor such sums from the net income and from the principal of the Trustor's separate Estate as the Trustee, in the Trustee's absolute discretion, believes or advisable for the medical care, comfortable maintenance, and welfare of the Trustor.

Section 2.03 Incapacity Defined

For purposes of this Trust Agreement, a Trustor shall be considered incapacitated in the event that any Trustee or any Beneficiary hereunder comes into possession of any of the following:

- a) A jurisdictional applicable court order holding the party to be legally incapacitated to act on his or her own behalf and appointing a guardian or conservator to act for him or her, or

- b) Written certificates which are duly executed, witnessed, and acknowledged of two licensed physicians, each certifying that the physician has examined the person and has concluded that, by reason of accident, mental deterioration, or other cause, such person has become incapacitated and can no longer act reasonably and prudently in his or her own financial best interests, or
- c) Evidence which such Trustee or Beneficiary deems to be credible and currently applicable that a person has disappeared, is unaccountably absent, or is being detained under duress, and that he or she is unable to effectively and prudently look after his or her own interests, then in that event and under those circumstances.
  - 1) Such person is deemed to have become incapacitated, as the term is used in this Trust Agreement, and
  - 2) Such incapacity is deemed to continue until such court order, certificates, and/or circumstances are inapplicable or have been revoked.

A physician certificate to the effect that the person is no longer incapacitated shall revoke a certificate declaring the person incapacitated. The certificate, which revokes the earlier certificate, may be executed either (1) by the originally certifying physician or (2) by two other licensed, board certified physicians. No Trustee shall be under any duty to institute any inquiry into a person's possible incapacity. The reasonable expenses of any such inquiry shall be paid from the Trust Assets.

#### Section 2.04 Principal Invasion

During the life of the Trustors, should the net income of assets contained in this Trust be insufficient to provide for the care, maintenance or support of the Trustors as herein defined, the Trustee may, in the Trustee's sole and absolute discretion pay to or apply for the benefit of the Trustors or any of his or her dependents, such amounts from the principal of the Trustee Estate as the Trustee deems necessary or advisable for the care, maintenance or support of the Trustor.

#### Section 2.05 Residence

If the Trustor's residence property is a part of the Trust, the Trustors shall have possession of and the full management of the residence and shall have the right to occupy it rent-free. Any expenses arising from the maintenance of the property and from all taxes, assessments, and insurance premiums are to be paid from the Trust to the extent that assets are available for payment. It is the intent of the Trustors to retain all homestead rights available to them under the applicable state law.

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///

### ARTICLE THREE

#### Section 3.01 Provisions After Death

On the death of the first Trustor, the Trustee shall distribute all the Trustors tangible personal property and real property of the deceased Trustor as outlined by the Trustor. Any property not included within the trust or in the Trustors Will shall be distributed as specifically set forth herein under the Trustors Specific Directives.

#### Section 3.02 Power to Appoint Agents

The Trustee is authorized to employ attorneys, accountants, investment managers, specialists, real estate brokers and any such other agents as the Trustee shall deem necessary or desirable. The Trustee shall have the authority to appoint an investment manager or managers to manage all or any part of the assets of the Trust, and to delegate to said investment manager the discretionary power to acquire and dispose of assets of the Trust. The Trustee may charge the compensation of such attorneys, accountants, investment managers, specialists and other agents against the Trust, including any other related expenses. The Trustee shall not be responsible for the acts of such agents beyond his or her obligation to use reasonable care in the selection of such agents.

#### Section 3.03 Last Expenses

On the death of either Trustor, the Trustee shall pay from the Trust the expenses of the deceased Trustor's last illness, funeral, burial, or cremation, including expenses of memorials and memorial services; Legally enforceable claims against us or the estate; Expenses of administering the trust and the estate, and Court ordered allowances for those dependent upon us and any inheritance, estate or death taxes that may be due by reason of the Trustor's death, unless the Trustor in his or her absolute discretion determines that other adequate provisions have been made for the payment of such expenses and taxes. All death taxes upon not passing under this Agreement shall be apportioned in the manner provided by law.

These payments are discretionary with the Trustee. The Trustee may make decisions on these payments without regard to any limitation on payment of the expenses and may make payments without the approval of any court. No third party may enforce any claim or right to payment against the trust by virtue of this discretionary authority.

The Trustee may not pay administrative expenses from assets passing to an organization that qualifies for the federal estate tax charitable deduction.

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///

## **ARTICLE FOUR**

### **Section 4.01 Trust Income and Principal Distribution**

- a) The Trustee shall apply and distribute the net income and principal of each of the shared or the resulting Trust Estate, after giving to the section of this Trust Agreement entitled "Special Directives" to the following Beneficiaries:

### **PRIMARY BENEFICIARIES:**

**TARA ELYZE KASSITY  
KYLA MICHELE DUCKWORTH  
CARY JAY DUCKWORTH**

### **Section 4.02 Predeceased Beneficiaries**

If a beneficiary of the Trustors should fail to survive to collect all or any portion of his or her share of the Trust Estate that share shall pass to the issue of the deceased beneficiary, per stirpes and with right of representation. The Trustors specifically omit Diane Varney from receiving any portion of their estate, and any and all of Diane Varney's issue, including but not limited to Shane P. Varney and Beau J. Varney, are specifically omitted from receiving any portion of our estate.

## **ARTICLE FIVE**

### **Section 5.01 Trust Powers**

The Trustee shall have all powers conferred upon a Trustee by law for the orderly administration of the Trust Estate. If any property is distributed outright under the provisions of this Trust Agreement to a person who is a minor, distribution may be made under the Nevada Uniform Gifts or Transfers to Minors Act. The Trustee is further authorized to sign, deliver, and/or receive any documents necessary to carry out the powers contained within this Section.

The Trustee of any Trust created under this Trust Agreement (including any substitute or Successor Trustee) will have and be subject to all the powers, duties, and responsibilities granted or imposed by the NEVADA REVISED STATUTES as such Code may provide at the time of administration of the Trust, except to the extent that the same are inconsistent with the provisions of this Agreement.

## Section 5.02 Specific Powers of Trustee

In addition, the Trustee will have the following specific powers:

- a) Trust Estate – The Trustee may leave invested, any property coming into his hands hereunder in any form of investment, even though the investment may not be of the character of investments permitted by law to Trustee, without liability for loss or depreciation in value. The Trustee may sell, exchange, or otherwise dispose of any reinvest property, which may at the time be a part of the Trustee Estate upon such terms and conditions as the Trustee may deem advisable. The Trustee may invest and reinvest the Trust Assets from time to time in any property, real, personal, or mixed, including without limitation securities of domestic and foreign corporations and investments trusts or companies, bonds, debentures, preferred stocks, common stocks, mortgages, mortgage participations, and interest in common trust funds, all with complete discretion to convert realty into personal or personally into realty or otherwise change the character of the Trust Estate, even though such investment (by reason of its character, amount, proportion to total Trust Estate, or otherwise) would not be considered appropriate for a fiduciary apart from this provision, and even though such investment caused part or all of the total Trust Estate to be invested in investment of one type of business or company.
- b) Holding Property – The Trustee may hold property in the Trustee's name, as Trustee or in the name of the nominee without disclosing the Trust.
- c) Release of Power – If the Trustee deems it to be in the best interest of the Trust and its beneficiaries, the Trustee, by written instrument signed by such Trustee, will have the power and authority to release, disclaim or restrict the scope of any power or discretion granted in this Trust Agreement or implied by law.
- d) Agents, Employees – The Trustee may employ one or more agents to perform any act of administration, whether or not discretionary, including attorneys, auditors, investment managers or others, as the Trustee shall deem necessary or advisable. The Trustee may compensate agents and other employees, and may delegate to them any and all discretions and powers.
- e) Leases – The Trustee may lease any Trust Assets generally or for oil, gas, and mineral development, even though the lease term may extend beyond the term of the trust of which the property is a part. The Trustee may enter into any covenants and agreements relating to the property so leased or any improvements, which may then or thereafter be erected on such property.
- f) Common Funds – The Trustee may hold any of the Trust Assets in a common fund with property from other trust estates and to make investments jointly with any other trust, the property of which is included in the common fund.

- g) Securities – With respect to securities held in the Trust Estate, the Trustee may exercise all the rights, powers, and privileges of an owner, including, but not limited to, the power to vote, give proxies, and to pay assessments and other sums deemed by the Trustee necessary for the protection of the Trust Estate; to participate in voting trusts, foreclosures, reorganization, consolidations, mergers, and liquidations, and in connection therewith to deposit securities with and transfer title to any protective or other committee under such terms as the Trustee may deem advisable; to exercise or sell stock subscription or conversion rights; and to accept and retain as an investment any securities or other property received through exercised of any of the forgoing powers, regardless of any limitations elsewhere in this instrument relative to investment by the Trustee.
- h) Purchases from Estate – The Trustee may purchase property of any kind from the executor or administrator of our estates.
- i) Lending – The Trustee may make loans, secured or unsecured, to the executor or administrator of our estates, to any beneficiary of the Trust or the Trustee. Further, the Trustee may use Trust Assets to guarantee obligations of any income beneficiary of the Trust (unless such beneficiary is serving as Trustee).
- j) Distribution to or for Beneficiaries – The Trustee may make any distribution contemplated by the Trust Agreement (1) to the beneficiary, (2) if the beneficiary is under a legal disability or if the Trustee determines that the beneficiary is unable to properly manage his or her affairs, to a person furnishing support, maintenance or education for the beneficiary or with whom the beneficiary is residing, for expenditures on the beneficiary's behalf, or (3) if the beneficiary is a minor, to a Trustee of an existing trust established exclusively for the benefit of such minor, whether created by this Trust Agreement or otherwise, or to a custodian for the beneficiary's benefit. Any distribution under this paragraph will be a full discharge of the Trustee with respect thereto. On any partial or final distribution of the Trust Assets, the Trustee may apportion and allocate the assets of the Trust Estate in cash or in kind, or partly in cash and partly in kind, or in undivided interests in the manner deemed advisable at the discretion of the Trustee and may sell any property deemed necessary by the Trustee to make the distribution. The Trustee may distribute gifts up to \$14,000 per year out of principal or interest.
- k) Insurance – The Trustee may purchase new medical and dental insurance from an insurance company rated AAA and licensed and bonded to conduct business in the State of Nevada. The Trustee may pay the premiums on existing life insurance for the benefit of the trust beneficiary and to procure and pay the premiums on other insurance of the kinds, forms and amounts deemed advisable by the Trustee to protect the assets of the Trust Estate.
- l) Borrowing – The Trustee may borrow money from the Trustee and others, and to secure the repayment thereof by mortgaging or pledging or otherwise encumbering any part or all of the Trust Assets, and in

- connection with the acquisition of any property, to assume a liability or to acquire property subject to a liability.
- m) Repairs – The Trustee may make ordinary and extraordinary repairs and alterations in buildings or other Trust Assets.
  - n) Reserves – The Trustee may establish such reserves out of income for taxes, assessments, repairs and maintenance as the Trustee considers appropriate.
  - o) Continuation of Business – The Trustee may continue any business or businesses in which we have an interest at the time of our death for so long as the Trustee may, in its sole discretion, consider necessary or desirable, whether or not the business is conducted by us at the time of our death individually, as a partnership or as a corporation wholly owned or controlled by us, with full authority to sell, settle, and discontinue any of them when and upon such terms and conditions as the Trustee may, in its sole discretion, consider necessary or desirable.
  - p) Retain Property for Personal Use – The Trustee may retain a residence or other property for the personal use of a beneficiary and to allow a beneficiary to use or occupy the retained property free of rent and maintenance expenses.
  - q) Dealing With Third Parties – The Trustee may deal with any person or entity regardless of relationship or identity of any Trustee to or with that person or entity and may hold or invest all or any part of the Trust Estate in common or undivided interest with that person or entity.
  - r) Partitions, Divisions, Distributions – The Trustee will have the power to make all partitions, divisions and distributions contemplated by this Trust Agreement. Any partitions, divisions or distributes may be made in cash, in kind, or partly in cash and partly in kind, in any manner that the Trustee deems appropriate (including composing shares differently). The Trustee may determine the value of any property, which valuation will be binding on all beneficiaries. No adjustments are required to compensate for any partitions, divisions, or distributions having unequal consequences to the beneficiaries.
  - s) Claims, Controversies – The Trustee may maintain and defend any claim or controversy by or against the Trust without the joiner or consent of any beneficiary. The Trustee may commence or defend at the expense of the Trust any litigation with respect to the trust or any property of the Trust Estate as the Trustee may deem advisable, and may employ, for reasonable compensation, such counsel as the Trustee shall deem advisable for that purpose.
  - t) Merger of Trusts – If at any time the Trustee of any trust created hereunder shall also be acting as Trustee of any other trust created by trust instrument or by trust declaration for the benefit of the same beneficiary or beneficiaries and upon substantially the same terms and conditions, the Trustee is authorized and empowered, if in the Trustee's discretion such action is the best interest of the beneficiary or beneficiaries, to transfer and merge all of the assets then held under such trust created pursuant to this

Trust Agreement to and with such other trust and thereupon to terminate the trust created of any other trust which may be transferred to any trust created hereunder and to administer and distribute such assets and properties so transferred in accordance with the provisions of this Agreement.

- u) Termination of Small Trust – Any corporate Trustee which is serving as the sole Trustee of any trust or any share thereof may at any time terminate such trust or share if, in the Trustee's sole judgment, the continued management of such trust or share is no longer economical because of the small size of such trust or share and if such action will be deemed to be in the best interest of the beneficiary or beneficiaries. In case of such termination, the Trustee will distribute forthwith the share of the Trust Estate so terminated to the income of beneficiary or beneficiaries, per stirpes. Upon such, distribution, such distribution, such trust or share will terminate and the Trustee will not be liable or responsible to any person or persons whomsoever for its action. The Trustee will not be liable for failing or refusing at any time to terminate any trust or share thereof as authorized by this paragraph.
- v) Power to Determine Income and Principal – Dividends payable in stock of the issuing corporation, stock splits and capital gains will be treated as principal. Except as herein otherwise specified provided, the Trustee will have full power and authority to determine the manner in which expenses are to be borne and in which receipts are to be credited as between principal and income, and also to determine what will constitute principal or income, and may withhold from income such reserves for depreciation or depletion as the Trustee may deem fair or equitable. In determining such matters the Trustee may give consideration to the provisions of the Nevada Revised Statutes (or its successor statutes) relating to such matters, but will not be bound by such provisions.
- w) Generation-Skipping Taxes and Payment – If the Trustee considers any distribution or termination of an interest or power hereunder as a distributor or termination subject to a generation-skipping tax, the Trustee is authorized:
  - 1) To argue any taxable distribution by an amount which the Trustee estimate to be sufficient to pay such tax and charge the same to the particular trust to which the trust related without adjustment of the relative of the beneficiaries.
  - 2) To pay such tax, in the case of taxable termination, from the particular trust to which the tax related without adjustment of the relative interests of the beneficiaries. If such tax is imposed in part by reason of the trust Assets, the Trustee will pay only the portion of such tax attributable to the taxable termination hereunder taking into consideration deductions, exemptions, credits and other factors which the Trustee deems advisable; and
  - 3) To postpone final termination of any particular trust and to withhold all or any portion of the trust estate until the Trustee is

satisfied that the trustee no longer has any liability to pay any generation-skipping tax with reference to such trust or its termination.

- x) Release of Healthcare Information including HIPAA Authority – Trustor intends for the Trustee to be treated as he would regard the use and disclosure of his individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 42 USC 1320d and 45 CFR 160-164. Trustor authorizes any physician, healthcare professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health provider, any insurance company and medical Information Bureau, Inc., or other care clearing house that has provided treatment or services or that has paid for or is seeking payment from Trustor for such services to give, disclose, and release, either orally or in writing, to the Trustee or Trustees, without restriction, all of Trustor’s individually identifiable health information and medical records regarding any past, present or future medical or mental health condition.

The authority given to the Trustee shall supersede any prior agreement that Trustors have made with their health care provider to restrict access to or disclosure of Trustor’s individually identifiable health information. The authority given to the Trustee has no expiration date shall expire only in the even that Trustors revoke the authority in writing and delivers such revocation to their health care providers.

#### Section 5.03 Special Provision for S. Corporation Stock

Notwithstanding what is otherwise provided in this Trust Agreement, if at any time the Trust contains any stock of a corporation which elects or has elected treatment as an “S Corporation” as defined by Section 1361 (a)(1) of the Internal Revenue Code (or any corresponding successor statute), such stock will be segregated from the other assets of such trust and treated as a separate trust. The Trustee will further divide the separate trust into shares for each beneficiary and such shares will be distributed outright or held in trust as herein provided. In addition, all other provisions of this Trust Agreement will apply to each share held in trust (and constituting a separate trust) except that the Trustee will distribute all of the income from each separate trust to its beneficiaries in convenient installments at least annually. It is our intent that each separate trust will be recognized as a “Qualified Subchapter S Trust” (QSST) under Section 1361(d)(3) of the Internal Revenue Code (or any corresponding successor statute). Notwithstanding any provisions of this Trust Agreement to the contrary, the Trustee’s Powers and discretions with respect to the administration of each separate trust (including methods of accounting, book keeping, making distributions and characterizing receipts and expenses) will not be exercised or exercisable in a manner consistent with allowing each separate trust to be treated as a QSST as above described.

## ARTICLE SIX

### Section 6.01 Coordination with Trustor's Probate Estate

- a) At any time during the continuance of this Trust including subsequent to the death of either Trustor the Trustee may, in their sole and uncontrolled discretion, distribute to the deceased Trustor's Probate Estate cash and/or other property as a beneficiary of the Trust.
- b) All other provisions to the contrary notwithstanding, under no circumstances shall any restricted proceeds, as hereinafter defined, be either directly or indirectly: (1) distributed to or for the benefit of the Trustor's Executors of the Trustor's Probate Estate: (2) used to pay any other obligations of the Trustor's Estate. The term "restricted proceeds" means:
  - 1) All qualified plans, individual retirement accounts, or similar benefits which are received or receivable by any Trustee hereunder, and which are paid solely to a beneficiary other than the Executor of the Trustor's Gross Estate for Federal Estate Tax purposes; and
  - 2) All proceeds of insurance on either Trustor's life, which, if paid to a beneficiary other than the Trustor's Estate, would be exempt from inheritance or similar death tax under applicable state death tax laws.

### Section 6.02 Direction to Minimize Taxes

In administration of the Trust hereunder, its Fiduciaries shall exercise all available tax related elections, options, and choices in such a manner as they, in their sole but reasonable judgment (where appropriate, receiving advice of tax counsel), believe will achieve the overall minimum in total combined present and reasonably anticipated future administrative expenses and taxes of all kinds. This applies not only to such trust but also to its beneficiaries, to the other trusts hereunder and their beneficiaries, and to the Trustor's Probate Estate.

Without limitation on the generality of the foregoing directions (which shall to that extent supersede the usual fiduciary duty of impartiality), such fiduciaries shall not be accountable to any person interested in this Trust or to Trustor's Estate for the manner in which they shall carry out this direction to minimize overall taxes and expenses (including any decision they may make not to incur the expenses of a detailed analysis of alternative choices). Even though their decisions in this regard may result in increased taxes or decreased distributions of the Trust, to the Estate, or to one or more beneficiaries. The fiduciaries shall not be obligated for compensation re-adjustments or reimbursements, which arise by reason of the manner in which the fiduciaries carry out this direction.

### Section 6.03 Judgment and Discretion of Trustee

In the absence of proof of bad faith, all questions of construction or interpretation of any trusts created by this Trust Agreement will be finally and conclusively determined solely by the Trustee, according to the Trustee's best judgment and without recourse to any court, and each determination by its Trustee is binding on the beneficiaries and prospective beneficiaries hereunder, both in being and unborn, as well as all other persons, firms, and corporations. The Trustee, when exercising any discretionary power relating to the distribution of accumulation of principal or income or to the termination of any trust, will be responsible only for lack of good faith in the exercise of such power. Each determination may be relied upon to the same extent as if it were a final and binding judicial determination. In the event of a conflict between the provisions of this Trust Agreement and those of the Nevada Revised Statutes, the provisions of this Agreement will control.

## ARTICLE SEVEN

### Section 7.01 Resolution to Conflict

Any controversy between the Trustor or Trustors and any other Trustee or Trustees, or between any other parties to this Trust, including Beneficiaries, involving the construction or application of any of the terms, provisions, or conditions of this Trust shall, on the written request of either or any disagreeing party served on the other or others, be submitted to arbitration. The parties to such arbitration shall each appoint one person to hear and determine the dispute and, if they are unable to agree, then the two persons so chosen shall select a third impartial arbitrator whose decision shall be final and conclusive upon both parties. The cost of arbitration shall be borne by the losing party or in such proportions as the arbitrator(s) shall decide. Such arbitration shall comply with the commercial arbitration rules of the American Arbitration Association, 4425 Spring Mountain Road, Las Vegas, Nevada 89102-8719.

### Section 7.02 Incontestability

The beneficial provisions of this Trust Agreement are intended to be in lieu of any other rights, claims, or interests of whatsoever nature, whether statutory or otherwise, except bona fide pre-death debts, which any beneficiary hereunder may have in Trustor's Estate or in the properties in trust hereunder. Accordingly, if any beneficiary hereunder asserts any claim (except a legally enforceable debt), statutory election, or other right or interest against or in Trustor's Estate, or any properties of this Trust, other than pursuant to the express terms hereof, or directly/indirectly contests, disputes, or calls into questions, before any court, the validity of this Trust Agreement, then:

- a) Such Beneficiary shall thereby absolutely forfeit any and all beneficial interest of whatsoever kind of nature which such beneficiary or his or her heirs might otherwise have under this Trust Agreement. Any beneficial

interest forfeited hereunder, shall thereupon be appropriately and proportionately increased for the benefit of the remaining Beneficiaries; and,

- b) All of the provisions of this Trust Agreement, to the extent that they confer any benefits, powers, or rights whatsoever upon such claiming, electing or contesting beneficiary, shall thereupon become absolutely void; and
- c) Such claiming, electing, or contesting beneficiary, if then action as Trustee hereunder, shall automatically cease to be a Trustee and shall thereafter be ineligible to select, remove, or become a Trustee hereunder.

#### Section 7.03 Specific Omissions

Any and all persons and entities, except those persons and entities specifically named herein, have been intentionally omitted from this Trust Agreement. In particular, anyone who may otherwise be entitled to a portion of the Trust Estate by operation of law, are specifically knowingly and intentionally omitted as beneficiaries of this Trust Estate. **If any person or entity shall successfully challenge any term or condition of this Trust Agreement, then, to that person or entity shall be given the sum of one dollar (\$1.00) in lieu and in place of any other benefit, grant, or interest which that person or interest may have in the Trust Estate.**

#### Section 7.04 Benefits Confidential

The Trustors further declare that it is their desire and intent that the provisions of this Trust Agreement are to remain confidential as to all parties. The Trustor directs that only the information concerning the benefits paid to any particular beneficiary shall be revealed to such individual and that no individual shall have a right to information concerning the benefits being paid to any other beneficiary.

### ARTICLE EIGHT

#### Section 8.01 Distribution in Kind or Cash

On any distribution of the assets of the Trust Estate into shares or partial shares, and on any final or partial distribution of the assets of the Trust Estate, the Trustee, at his or her absolute discretion, may divide and distribute undivided interests of such assets on a pro rata or non-pro rata basis, or may sell any part of such assets and may make divisions or distributions in cash or partly in cash and partly in Kind. The decision of the Trustee, either prior to or on any division or distribution of such assets, as to what constitutes a proper division of such assets of the Trust Estate shall be binding on all persons interested in any Trust provided for in this Trust Agreement.

#### Section 8.02 Spendthrift Provision

Neither the principal nor the income of the Trust shall be liable for the debts of a beneficiary. Except as otherwise expressly provided in this Agreement, no beneficiary of any trust shall have any right, power or authority to alienate, encumber or hypothecate his or her interest in the principal or income of this Trust in any manner, nor shall the interests of any beneficiary be subject to the claims of his or her creditors or liable to attachment, execution or other process of law. The limitations herein shall not restrict the exercise of any power of appointment or the right to disclaim.

#### Section 8.03 Handicapped Beneficiaries

Any beneficiary who is determined by a court of competent jurisdiction to be incompetent shall not have any discretionary rights of the beneficiary with respect to this trust, or to their share or portion thereof. The Trustee shall hold and maintain such incompetent beneficiary's share of the Trust Estate and shall, in the Trustee's sole discretion, provide for such beneficiary as that trustee would provide for a minor, notwithstanding the foregoing, any beneficiary who is diagnosed for the purposes of governmental benefits (as hereinafter delineated) as being not competent or as being disabled, and who shall be entitled to governmental support and benefits by reason of such incompetence or disability, shall cease to be a beneficiary of this Trust. Likewise, they shall cease to be a beneficiary of any share or portion of the principal or income of the trust shall become subject to the claims of any governmental agency for costs or benefits, fees or charges.

The portion of the Trust Estate which, absent the provisions of this section, would have been the share of such incompetent or handicapped person shall be retained in trust for as long as that individual lives. The Trustee, at his or her sole discretion, shall utilize such funds for the maintenance of the individual. If such individual recovers from his or her incompetence or disability, and is no longer eligible for aid from any governmental agency, including costs or benefits, fees or charges, such individual shall be reinstated as a beneficiary after 60 days from such recovery, and the allocation and distribution provisions of this section shall apply to such beneficiary. If said handicapped beneficiary is no longer living and shall leave children then living, the deceased child's share shall pass to those children per stirpes. If there are no children, the share shall be allocated proportionately among the remaining beneficiaries.

### **ARTICLE NINE**

#### Section 9.01 Trustees

All Trustees are to serve without bond. The following will act as Trustees of any Trusts created by this Trust Agreement, in the following order of succession:

First:           The undersigned, GEORGE M. DUCKWORTH and MAUREEN D. DUCKWORTH;

- Second: The surviving spouse;
- Third: At the death or incapacity of the surviving spouse, **TARA E. KASSITY, KYLA M. DUCKWORTH and CARY J. DUCKWORTH** as my Co-Trustees;
- Fourth: If any of the aforesaid Co-Trustees should be unable or unwilling to act or to continue to act as Co-Trustees, then the remaining Co-Trustees will act as Trustees.

#### Section 9.02 Allocation and Distribution of the Trust Assets

The Trustees shall allocate, hold, administer and distribute the Trust Assets as hereinafter provided:

- a) Upon the death of the first Trustor, the Trustee shall make any separate distributions that have been specified by the deceased Trustor. The Trustee shall also take into consideration the appropriate provisions of this Article.
- b) Upon the death of the surviving spouse, the Trustee shall hold, administer and distribute the Trust Assets in the manner hereinafter prescribed.

#### Section 9.03 Personal Property Distribution

Notwithstanding any provision of this Trust Agreement to the contrary, the Trustee must abide by any memorandum by the Trustor, particularly that contained in the section entitled "Special Directives": incorporated into this Trust Instrument, directing the disposition of Trust Assets of every kind including but not limited to furniture, appliances, furnishings, pictures, artwork, china, silverware, glass, books, jewelry, wearing apparel, and all policies of fire, burglary, property damage, and other insurance on or in connection with the use of this property. Otherwise, any personal and household effects of the Trustor shall be distributed with the remaining assets of the Trust Estate.

#### Section 9.04 Liability of Trustee

The Trustee will not be responsible or liable for any loss which may occur by reason of depreciation in value of the properties at any time belonging to the trust estate, nor for any loss which may occur, except that the Trustee will be liable for such Trustee's own negligence, default, or willful wrong. The Trustee will not be liable or responsible for the acts, omissions, or defaults of any agent or other person to whom duties may be properly delegated hereunder (except officers or regular employees of the Trustee) if such agent or person was appointed with due care. The Trustee may receive reimbursement from the Trust Estate for any liability, whether in contract or in tort, incurred in the administration of the Trust Estate in accordance with the provisions hereof, and the

Trustee may contract in such form that such trustee will be exempt from such personal liability and the such liability will be limited to the Trust Assets.

#### Section 9.05 Successor Trustee

Any Successor Trustee shall have all the power, rights, discretion and obligations conferred on a trustee by this Trust Agreement. All rights, titles and interests in the property of the Trust shall immediately vest in the successor Trustee at the time of appointment. The prior Trustee shall, without warranty, transfer the successor Trustee the existing Trust property. No successor Trustee shall be under any duty to examine, verify, question, or audit the books, records, accounts, or transactions of any preceding Trustee; and no successor Trustee shall be liable or responsible in any way for any acts, defaults or omissions or any predecessor Trustee, nor for any loss or expense form or occasioned by anything done or neglected to be done by any predecessor Trustee. A successor Trustee shall be liable only for his or her own acts and defaults.

### ARTICLE TEN

#### Section 10.01 Perpetuities Savings Clause

Notwithstanding any provisions of this instrument, the Trusts created hereunder shall terminate no later than twenty-one (21) years after the death of the last survivor of all Trustors and any other Beneficiaries named or defined in this Trust living on the date of the death of the first spouse to die. The Trustee shall distribute each remaining Trust principal and all accrued or undistributed net income hereunder to the Beneficiaries. If there is more than one beneficiary the distribution shall be in the proportion in which they are beneficiaries; if no proportion is designated, the distribution shall be in equal shared to such beneficiaries.

It is not intended that the laws of only one particular state shall necessarily govern all questions pertaining to all the Trust hereunder.

- a) The validity of the Trust hereunder, as well as the validity of the particular provisions of that Trust, shall be governed by the laws of the state which has sufficient connection with this Trust to support such validity.
- b) The meaning and effect of the terms of this Trust Agreement shall be governed by the laws of the State of Nevada.
- c) The meaning of this trust shall be governed by the laws of the state in which the principal office of the Trustee then having custody of the Trust's principal assets and records is located.

The foregoing shall apply even though the sites of some Trust Assets or the home of the Trustor, a Trustee or a Beneficiary may at some time or times be elsewhere.

Section 10.02 Invalidity of any Provision

If a court finds that any provisions of this Trust Agreement are void, invalid or unenforceable, the remaining provisions of this Agreement will continue to be fully effective.

Section 10.03 Headings

The use of headings in connection with the various articles and sections of this Trust Agreement is solely for convenience, and the headings are to be given no meaning or significance whatsoever in construing the terms and provisions of this Agreement.

Section 10.04 Internal Revenue Code Terminology

As used herein, the words "Gross Estate," "Adjusted Gross Estate," "Taxable Estate," "Unified Credit," "State Death Tax Credit," "Maximum Marital Deduction," "Marital Deduction," and any other word or words which from the context in which it or they are used refer to the Internal Revenue Code shall be assigned the same meaning as such words have for the purposes of applying the Internal Revenue Code to a deceased Trustor's Estate. Reference to sections of the Internal Revenue Code amended to the date of such Trustor's death.

**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 wife – MAUREEN D. DUCKWORTH;
- 2) My daughter – TARA ELYZE KASSITY;
- 3) My daughter – KYLA MICHELE DUCKWORTH;
- 4) 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 our 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**

3.1 Upon both my wife and my death, I specifically direct the Trustees to distribute immediately Three Hundred Thousand Dollars (\$300,000.00) to CARY J. DUCKWORTH and thereafter all of the remainder of our estate shall be split equally between our three children:

TARA ELYZE KASSITY  
KYLA MICHELE DUCKWORTH  
CARY JAY DUCKWORTH

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

OLIVIA DUCKWORTH  
ASHLEY DUCKWORTH  
LAUREN KASSITY  
CHASE KASSITY

- b) Should TARA ELYZE KASSITY predecease my wife or myself then TARA ELYZE KASSITY'S share of my estate shall pass equally to our 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 my wife or myself KYLA MICHELE DUCKWORTH's portion of my estate shall pass to our 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 my wife or myself then CARY JAY DUCKWORTH's portion of my estate shall pass equally to our 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 my husband and myself. The grandchildren shall not receive any inheritance until they attain the age of twenty-five years (25) old.

#### FOURTH

I direct that before any distributions of the assets of the Trust Estate are made to the named Beneficiary, certain specific distributions, if any, shall be made from the assets as set forth on the list attached hereto and marked "Exhibit A."

#### FIFTH

I hereby acknowledge and accept the "Special Directives" if any of my spouse.

  
GEORGE M. DUCKWORTH

  
MAUREEN D. DUCKWORTH

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**SPECIAL DIRECTIVES  
OF  
MAUREEN D. DUCKWORTH**

I, MAUREEN D. 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 husband – GEORGE M. DUCKWORTH
- 2) My daughter – TARA ELYZE KASSITY;
- 3) My daughter – KYLA MICHELE DUCKWORTH.
- 4) 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. There are no other children that are my descendants.

**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**

3.1 Upon both my husband's and my death, I specifically direct the Trustees to distribute immediately Three Hundred Thousand Dollars (\$300,000.00) to CARY JAY DUCKWORTH and thereafter all of the remainder of our estate shall be split equally between our three children:

TARA ELYZE KASSITY  
KYLA MICHELE DUCKWORTH  
CARY JAY DUCKWORTH

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

OLIVIA DUCKWORTH  
ASHLEY DUCKWORTH  
LAUREN KASSITY

CHASE KASSITY

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

LAUREN KASSITY  
CHASE KASSITY

- c) Should KYLA MICHELE DUCKWORTH predecease my husband or myself KYLA MICHELE DUCKWORTH's portion of my estate shall pass to our 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 my husband or myself then CARY JAY DUCKWORTH's portion of my estate shall pass equally to our 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 my husband and myself. The grandchildren shall not receive any inheritance until they attain the age of twenty-five years (25) old.

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#### FOURTH

I direct that before any distributions of the assets of the Trust Estate are made to the named Beneficiary, certain specific distributions, if any, shall be made from the assets as set forth on the list attached hereto and marked "Exhibit A."

#### FIFTH

I hereby acknowledge and accept the "Special Directives" if any of my spouse.

  
MAUREEN D. DUCKWORTH

  
GEORGE M. DUCKWORTH

THEREFORE, THIS REVOCABLE TRUST AGREEMENT, DATED THIS 12 DAY OF MARCH 2015, WE, GEORGE M. DUCKWORTH AND MAUREEN D. DUCKWORTH, AFFIX OUR SIGNATURES TO THIS TRUST AGREEMENT, DATED MARCH 12 2015.

#### TRUSTORS:

  
GEORGE M. DUCKWORTH

  
MAUREEN D. DUCKWORTH

#### ACCEPTED BY TRUSTEES:

  
GEORGE M. DUCKWORTH

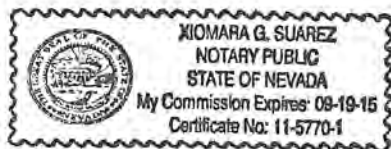
  
MAUREEN D. DUCKWORTH

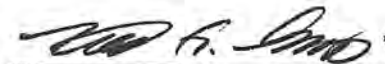
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STATE OF NEVADA       )  
                                      )ss:  
COUNTY OF CLARK       )

On this 12<sup>th</sup> day of MARCH, 2015, before me, the undersigned notary public, personally appeared GEORGE M. DUCKWORTH and MAUREEN D. DUCKWORTH, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed hereto, and acknowledged to me that they did execute the same for the purpose expressed therein.

Witness my hand and official seal.





Notary Public in and for said  
County and State.

**EXHIBIT A:**  
**SPECIFIC DISTRIBUTIONS**

# EXHIBIT 2

**LAST WILL AND TESTAMENT  
OF  
MAUREEN DAPHNE DUCKWORTH**

I, MAUREEN DAPHNE DUCKWORTH, a resident of Clark County, Nevada, make, publish and declare this to be my Last Will and Testament. I hereby revoke all of my prior wills and codicils.

**ARTICLE ONE**

**Declarations**

- 1.1 **Marital Status and Family.** I am married to GEORGE M. DUCKWORTH, and we are now residing together. I have three (3) children whose names are:

- 1) TARA ELYZE KASSITY, date of birth September 29, 1967;
- 2) KYLA MICHELLE DUCKWORTH, date of birth November 8, 1968;
- 3) CARY JAY DUCKWORTH, date of birth April 29, 1974.

I have no other children living or deceased. I do not intend to provide in this Will for anyone except as may be specifically set forth in this Will.

- 1.2 **Trust Agreement.** The term "TRUST AGREEMENT" as used in this Will shall refer to that certain unrecorded trust instrument known as THE DUCKWORTH FAMILY TRUST, previously created by me. Any of my sole and separate property will be specifically excluded from the above-referenced trust.

**ARTICLE TWO**

**Fiduciaries**

I nominate **TARA E. KASSITY, KYLA M. DUCKWORTH and CARY J. DUCKWORTH**, as Co-Executors of my Will. If any of these individuals shall fail to qualify or shall cease to act, the remaining individuals will continue to act as my co-executors.

The term "my Executor" as used in this Will shall include any personal representative of my estate and all named Executors shall serve without bond being required.

**ARTICLE THREE**

**Distribution of Estate**

- 3.1 **Payment of Estate Expenses.** My Co-Executors shall pay from my estate, after consulting with the then-acting Trustee or Trustees of THE DUCKWORTH

FAMILY TRUST, all debts which are due and enforceable against my estate, the expenses of my last illness and funeral, the expenses of administering my estate, and all death taxes and governmental charges imposed and made payable under the laws of the United States or of any state or country by reason of my death. Such taxes shall include taxes imposed upon all other property, whether passing under my Will or otherwise; provided that the assets, if any, over which I hold any taxable power of appointment at my death shall bear the entire increment and the burden of death taxes and other governmental charges to the extent that the total of such taxes and charges is greater than would have been imposed and made payable if I did not hold such a power of appointment, to the extent required by law, I exercise such power of appointment in favor of the appropriate taxing authorities to discharge such taxes. Other than the above direction for the taxation of a power of appointment, the pro-ration of taxes imposed upon my estate shall be in the manner directed in said Trust.

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

- 3.2 **Gift to Trust.** I give, devise, and bequeath the remainder of my estate, with the exception of my sole and separate property, to the then-acting Trustee or Trustees of THE DUCKWORTH FAMILY TRUST, together with any additions or amendments thereto, to be added to the principal of that trust and to be held, administered and distributed under the Trust Agreement and any amendments to such Trust Agreement. I direct that such Trust Agreement shall not be administered under court supervision, control or accounting, and the Trustee shall not be required to give bond in such capacity.

## ARTICLE FOUR

### Estate Administration

- 4.1 **General Powers of Executor.** Subject to any limitations stated elsewhere in this Will, my Executor shall have, in addition to all of the powers now or hereafter conferred on Executors by law, and any powers enumerated elsewhere in this Will, the power to perform any of the acts specified in this section without the necessity of court approval:
- A. To take possession or control of all of my Estate subject to disposition by this Will, and to collect all debts due to me or to my Estate;
  - B. To receive the rents, issues and profits from all real and personal property in my Estate until the Estate is settled or delivered over by order of court to my heirs or beneficiaries;

- C. To pay taxes on, and take all steps reasonably necessary for the management, protection, and preservation of, all property in my Estate;
- D. To insure the property of my Estate against damage or loss, and insure the Personal Representative against liability to third persons;
- E. To deposit money belonging to my Estate in an insured account in a financial institution in Nevada;
- F. If any asset of my Estate consists of an option right, to exercise the option and to use any funds or property in my Estate to acquire the property covered by the option;
- G. To hold any securities or other property, both real and personal, in the name of the Executor, in the name of such nominee as my Executor shall select, or in the form of "street certificates," without in any of such cases disclosing the fact that such property is held in a fiduciary capacity, and to indemnify any such nominee against any loss resulting from holding such property as nominee;
- H. To vote in person, and give proxies to exercise, any voting rights with respect to any stock, any membership in a nonprofit corporation, or any other property in my Estate, and waive notice of a meeting, give consent to the holding of a meeting, and authorize, ratify, approve, or confirm any action that could be taken by shareholders, members, or property owners;
- I. To make any elections permitted under any pension, profit sharing, employee stock ownership or other benefit plan;
- J. To sell and to grant options to purchase all or any part of my estate, both real and personal, at any time, at public or private sale, for such consideration, whether or not the highest possible consideration, and upon such terms, including credit, as the Executor shall deem advisable, and to execute, acknowledge and deliver deeds or other instruments in connection therewith. No purchaser shall be held to see the application of the purchase money;
- K. To lease any real estate for such term or terms and upon such provisions and conditions as the Executor shall deem advisable, including the granting of options to renew, options to extend the term or terms, and options to purchase;
- L. To borrow and to pledge or mortgage any property as collateral, and to make secured or unsecured loans. The Executor is specifically authorized to make loans without interest to any beneficiary hereunder. No

individual or entity loaning property to the Executor shall be held to see to the application of such property;

- M. To pay any and all charges reasonably incurred in connection with or incidental to the distribution of any property of my Estate, including but not limited to expenses of storage, freight, shipping, delivery, packing, and insurance; and on any accounting, treat any such expenditures as expenses of the administration of my Estate;
- N. To dispose of or abandon tangible personal property (including donation to any charitable organization or organizations of the Executor's choice), except tangible personal property that is a specific gift, when the cost of collecting, maintaining, and safeguarding the property would exceed its fair market value;
- O. To commence and prosecute, either individually or jointly with my heirs or beneficiaries, any action necessary or proper to quiet title to or recover possession of any real or personal property in my Estate;
- P. To pay, compromise or settle any claim, action, or proceeding by or for the benefit of, or against, me, my Estate, or the Executor, subject only to any confirmation of court that may be required by law; and
- Q. To employ others in connection with the administration of my Estate, including legal counsel, investment advisors, brokers, accountants and agents, notwithstanding the fact that the Executor may receive a direct or indirect financial benefit as a result of such employment or may otherwise be affiliated with any of them, and to pay reasonable compensation thereto in addition to that to be paid to the Executor.

4.2 **Power to Invest.** To retain for whatever period the Executor shall deem advisable any property, including property owned by me at my death, and to invest and reinvest any money of my Estate not reasonably required for the immediate administration of my Estate in any kind of property, real, personal, or mixed and in any kind of investment, including but not limited to improved and unimproved real property, interest-bearing accounts, certificates of deposit, corporate and governmental obligations of any kind, preferred or common stocks, mutual funds (including mutual funds of the "load" and "no load" variety), investment trusts, money-market funds, taxable and tax-exempt commercial paper, repurchase and reverse repurchase agreements, and stocks, obligations, and shares or units of common trust funds of any corporate fiduciary; regardless of whether any particular investment would be proper for an Executor and regardless of the extent of diversification of the assets held hereunder.

4.3 **Power to Make Tax Elections.** To the extent permitted by law, and without regard to the resulting effect on any other provision of this Will, on any person

interested in my Estate, or on the amount of taxes that may be payable, the Executor shall have the power to choose a valuation date for tax purposes; choose the methods to pay any death taxes; elect to treat or use any item for state or federal estate or income tax purposes as an income tax deduction or an estate tax deduction; disclaim all or any portion of any interest in property passing to my Estate at or after my death; and determine when an item is to be treated as taken into income or used as a tax deduction.

- 4.4 **Division or Distribution in Cash or in Kind.** In order to satisfy a pecuniary gift or to distribute or divide estate assets into shares or partial shares, the Executor may distribute or divide those assets in kind, or divide undivided interests in those assets or sell all or any part of those assets and distribute or divide the property in cash, in kind, or partly in cash and partly in kind, with or without regard to tax basis. Property distributed to satisfy a pecuniary gift under this Will shall be valued at its fair market value at the time of distribution.
- 4.5 **Payments to Legally Incapacitated Persons.** If at any time any beneficiary under this Will is a minor or it appears to the Executor that any beneficiary is incapacitated, incompetent, or for any other reason not able to receive payments or make intelligent or responsible use of the payments, then the Executor, in lieu of making direct payments to the beneficiary, may make payments to the beneficiary's conservator or guardian; to the beneficiary's custodian under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of any state; to one or more suitable persons, as the Executor deems proper, such as a relative or a person residing with the beneficiary, to be used for the benefit of the beneficiary; to any other person, firm, or agency for services rendered or to be rendered for the beneficiary's assistance or benefit; or to accounts in the beneficiary's name with financial institutions, and the receipt of the person to whom such money or property is paid shall be a full and complete discharge to the Executor;
- 4.6 **Liability.** Unless due to such Executor's own willful default or gross negligence, no Executor shall be liable for such Executor's acts or omissions or those of any co-Executor or prior Executor.

## ARTICLE FIVE

### Miscellaneous Provisions

- 5.1 **No Contest.** To the extent permitted under the laws of the State of Nevada, if any person who is, or claims under or through a devisee, legatee or beneficiary under this Will, or any person who, if I died intestate, would be entitled to share in my estate, shall in any manner whatsoever, directly or indirectly contest this Will or attack, oppose or seek to impair or invalidate any provision hereof or of the Trust hereinabove mentioned, or seek to succeed to any part of my Estate otherwise than in the manner specified in this Will, or conspire or cooperate with anyone attempting to do any of the acts or things aforesaid, then the right of that person to

take any interest given him or her by this Will or as an heir-at-law shall be determined as it would have been determined had the person predeceased me without being survived by issue.

5.2 **Miscellaneous.**

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

5.3 **Period of Survivorship.** For the purposes of this Will, a beneficiary shall not be deemed to have survived me if that beneficiary dies within three (3) months after my death.

5.4 **Guardian Ad Litem.** I direct that the representation by a guardian ad litem of the interests of persons unborn, unascertained, or legally incompetent to act in proceedings for the allowance of accounts hereunder be dispensed with to the extent permitted by law.

5.5 **Beneficial Interests.** The interests of any beneficiary in any share or part of this Will, both as to principal and income, shall not be alienable, assignable, attachable, transferable, nor paid by way of anticipation, nor in compliance with any order, assignment or covenant, and shall not be applied to, or held liable for, any of their debts or obligations either in law or equity and shall not in any event pass to his, her or their assignee under any instrument or under any insolvency or bankruptcy law, and shall not be subject to the interference or control of creditors, spouses or others.

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

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

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IN WITNESS WHEREOF, I, MAUREEN DAPHNE DUCKWORTH, the Testator, sign my name to this instrument this 6 day of March, 2015, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and Testament and that I sign it willingly, in the presence of each and all of the subscribing witnesses, each of whom I have requested, in the presence of each of the others, to subscribe his or her name as an attesting witness, in my presence and in the presence of the others. That I execute it my Last Will and Testament in my capacity as a free and voluntary act for the purposes expressed in it, and that I am of legal age, of sound mind, and under no constraint or undue influence.

Maureen D. Duckworth  
MAUREEN DAPHNE DUCKWORTH, Testator

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

Executed on the 6 day of March, 2015, in Clark County, Nevada.

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

Matthew Walker  
WITNESS (printed)

[Signature]  
WITNESS (signature)

7366 W Sahara Ave, Las Vegas NV 89117  
WITNESS (address)

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Nancy Ramirez  
WITNESS (printed)

Nancy Ramirez  
WITNESS (signature)

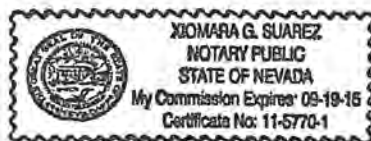
7066 W. Sahara Ave Las Vegas, NV 89117  
WITNESS (address)

**ACKNOWLEDGEMENT**

STATE OF NEVADA       )  
                                      ) ss  
COUNTY OF CLARK     )

On this 6<sup>th</sup> day of March, 2015, before me, a Notary Public for the State of Nevada, personally appeared MAUREEN DAPHNE DUCKWORTH personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the same.

NOTARY SEAL



[Signature]  
NOTARY PUBLIC in and for said  
County and State.

# EXHIBIT 3

**LAST WILL AND TESTAMENT  
OF  
GEORGE M. DUCKWORTH**

I, GEORGE M. DUCKWORTH, a resident of Clark County, Nevada, make, publish and declare this to be my Last Will and Testament. I hereby revoke all of my prior wills and codicils.

**ARTICLE ONE**

**Declarations**

- 1.1 **Marital Status and Family.** I am married to MAUREEN D. DUCKWORTH, and we are now residing together. I have three (3) children whose names are:

- 1) TARA ELYZE KASSITY, date of birth September 29, 1967.
- 2) KYLA MICHELE DUCKWORTH, date of birth November 8, 1968.
- 3) CARY JAY DUCKWORTH, date of birth April 29, 1974.

I have no other children living or deceased. I do not intend to provide in this Will for anyone except as may be specifically set forth in this Will.

I specifically omit Diane Varney from receiving any portion of my estate. Moreover, no issue of Diane Varney, including but not limited to Shane P. Varney and Beau J. Varney, shall receive any portion of my estate.

- 1.2 **Trust Agreement.** The term "TRUST AGREEMENT" as used in this Will shall refer to that certain unrecorded trust instrument known as THE DUCKWORTH FAMILY TRUST, previously created by me.

**ARTICLE TWO**

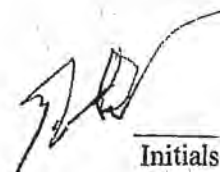
**Fiduciaries**

I nominate **TARA E. KASSITY** and **CARY J. DUCKWORTH**, as Co-Executors of my Will. If any of these individuals shall fail to qualify or shall cease to act, the remaining individuals will continue to act as my co-executors.

The term "my Executor" as used in this Will shall include any personal representative of my estate and all named Executors shall serve without bond being required.

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Initials

## ARTICLE THREE

### Distribution of Estate

- 3.1 **Payment of Estate Expenses.** **Payment of Estate Expenses.** My Co-Executors shall pay from my estate, after consulting with the then-acting Trustee or Trustees of THE DUCKWORTH FAMILY TRUST, all debts which are due and enforceable against my estate, the expenses of my last illness and funeral, the expenses of administering my estate, and all death taxes and governmental charges imposed and made payable under the laws of the United States or of any state or country by reason of my death. Such taxes shall include taxes imposed upon all other property, whether passing under my Will or otherwise; provided that the assets, if any, over which I hold any taxable power of appointment at my death shall bear the entire increment and the burden of death taxes and other governmental charges to the extent that the total of such taxes and charges is greater than would have been imposed and made payable if I did not hold such a power of appointment, to the extent required by law, I exercise such power of appointment in favor of the appropriate taxing authorities to discharge such taxes. Other than the above direction for the taxation of a power of appointment, the pro-ration of taxes imposed upon my estate shall be in the manner directed in said Trust.

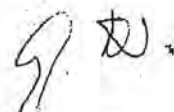
If my residuary estate is insufficient for such payments, in whole or in part, or if, in the discretion of my Executor, all or a part of such payments from my estate would prejudice the best interests of my estate, then my Executor shall direct the then-acting Trustee or Trustees of said Trust to pay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

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

## ARTICLE FOUR

### Estate Administration

- 4.1 **General Powers of Executor.** Subject to any limitations stated elsewhere in this Will, my Executor shall have, in addition to all of the powers now or hereafter conferred on Executors by law, and any powers enumerated elsewhere in this Will, the power to perform any of the acts specified in this section without the necessity of court approval:

  
\_\_\_\_\_  
Initials

- A. To take possession or control of all of my Estate subject to disposition by this Will, and to collect all debts due to me or to my Estate;
- B. To receive the rents, issues and profits from all real and personal property in my Estate until the Estate is settled or delivered over by order of court to my heirs or beneficiaries;
- C. To pay taxes on, and take all steps reasonably necessary for the management, protection, and preservation of, all property in my Estate;
- D. To insure the property of my Estate against damage or loss, and insure the Personal Representative against liability to third persons;
- E. To deposit money belonging to my Estate in an insured account in a financial institution in Nevada;
- F. If any asset of my Estate consists of an option right, to exercise the option and to use any funds or property in my Estate to acquire the property covered by the option;
- G. To hold any securities or other property, both real and personal, in the name of the Executor, in the name of such nominee as my Executor shall select, or in the form of "street certificates," without in any of such cases disclosing the fact that such property is held in a fiduciary capacity, and to indemnify any such nominee against any loss resulting from holding such property as nominee;
- H. To vote in person, and give proxies to exercise, any voting rights with respect to any stock, any membership in a nonprofit corporation, or any other property in my Estate, and waive notice of a meeting, give consent to the holding of a meeting, and authorize, ratify, approve, or confirm any action that could be taken by shareholders, members, or property owners;
- I. To make any elections permitted under any pension, profit sharing, employee stock ownership or other benefit plan;
- J. To sell and to grant options to purchase all or any part of my estate, both real and personal, at any time, at public or private sale, for such consideration, whether or not the highest possible consideration, and upon such terms, including credit, as the Executor shall deem advisable, and to execute, acknowledge and deliver deeds or other instruments in connection therewith. No purchaser shall be held to see the application of the purchase money;



Initials

- K. To lease any real estate for such term or terms and upon such provisions and conditions as the Executor shall deem advisable, including the granting of options to renew, options to extend the term or terms, and options to purchase;
- L. To borrow and to pledge or mortgage any property as collateral, and to make secured or unsecured loans. The Executor is specifically authorized to make loans without interest to any beneficiary hereunder. No individual or entity loaning property to the Executor shall be held to see to the application of such property;
- M. To pay any and all charges reasonably incurred in connection with or incidental to the distribution of any property of my Estate, including but not limited to expenses of storage, freight, shipping, delivery, packing, and insurance; and on any accounting, treat any such expenditures as expenses of the administration of my Estate;
- N. To dispose of or abandon tangible personal property (including donation to any charitable organization or organizations of the Executor's choice), except tangible personal property that is a specific gift, when the cost of collecting, maintaining, and safeguarding the property would exceed its fair market value;
- O. To commence and prosecute, either individually or jointly with my heirs or beneficiaries, any action necessary or proper to quiet title to or recover possession of any real or personal property in my Estate;
- P. To pay, compromise or settle any claim, action, or proceeding by or for the benefit of, or against, me, my Estate, or the Executor, subject only to any confirmation of court that may be required by law; and
- Q. To employ others in connection with the administration of my Estate, including legal counsel, investment advisors, brokers, accountants and agents, notwithstanding the fact that the Executor may receive a direct or indirect financial benefit as a result of such employment or may otherwise be affiliated with any of them, and to pay reasonable compensation thereto in addition to that to be paid to the Executor.

4.2 **Power to Invest.** To retain for whatever period the Executor shall deem advisable any property, including property owned by me at my death, and to invest and reinvest any money of my Estate not reasonably required for the immediate administration of my Estate in any kind of property, real, personal, or mixed and in any kind of investment, including but not limited to improved and unimproved real property, interest-bearing accounts, certificates of deposit, corporate and governmental obligations of any kind, preferred or common stocks, mutual funds (including mutual funds of the "load" and "no load" variety).

investment trusts, money-market funds, taxable and tax-exempt commercial paper, repurchase and reverse repurchase agreements, and stocks, obligations, and shares or units of common trust funds of any corporate fiduciary; regardless of whether any particular investment would be proper for an Executor and regardless of the extent of diversification of the assets held hereunder.

- 4.3 **Power to Make Tax Elections.** To the extent permitted by law, and without regard to the resulting effect on any other provision of this Will, on any person interested in my Estate, or on the amount of taxes that may be payable, the Executor shall have the power to choose a valuation date for tax purposes; choose the methods to pay any death taxes; elect to treat or use any item for state or federal estate or income tax purposes as an income tax deduction or an estate tax deduction; disclaim all or any portion of any interest in property passing to my Estate at or after my death; and determine when an item is to be treated as taken into income or used as a tax deduction.
- 4.4 **Division or Distribution in Cash or in Kind.** In order to satisfy a pecuniary gift or to distribute or divide estate assets into shares or partial shares, the Executor may distribute or divide those assets in kind, or divide undivided interests in those assets or sell all or any part of those assets and distribute or divide the property in cash, in kind, or partly in cash and partly in kind, with or without regard to tax basis. Property distributed to satisfy a pecuniary gift under this Will shall be valued at its fair market value at the time of distribution.
- 4.5 **Payments to Legally Incapacitated Persons.** If at any time any beneficiary under this Will is a minor or it appears to the Executor that any beneficiary is incapacitated, incompetent, or for any other reason not able to receive payments or make intelligent or responsible use of the payments, then the Executor, in lieu of making direct payments to the beneficiary, may make payments to the beneficiary's conservator or guardian; to the beneficiary's custodian under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of any state; to one or more suitable persons, as the Executor deems proper, such as a relative or a person residing with the beneficiary, to be used for the benefit of the beneficiary; to any other person, firm, or agency for services rendered or to be rendered for the beneficiary's assistance or benefit; or to accounts in the beneficiary's name with financial institutions, and the receipt of the person to whom such money or property is paid shall be a full and complete discharge to the Executor;
- 4.6 **Liability.** Unless due to such Executor's own willful default or gross negligence, no Executor shall be liable for such Executor's acts or omissions or those of any co-Executor or prior Executor.



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## ARTICLE FIVE

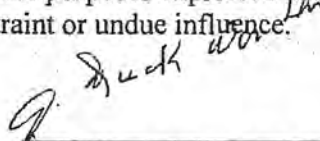
### Miscellaneous Provisions

- 5.1 **No Contest.** To the extent permitted under the laws of the State of Nevada, if any person who is, or claims under or through a devisee, legatee or beneficiary under this Will, or any person who, if I died intestate, would be entitled to share in my estate, shall in any manner whatsoever, directly or indirectly contest this Will or attack, oppose or seek to impair or invalidate any provision hereof or of the Trust hereinabove mentioned, or seek to succeed to any part of my Estate otherwise than in the manner specified in this Will, or conspire or cooperate with anyone attempting to do any of the acts or things aforesaid, then the right of that person to take any interest given him or her by this Will or as an heir-at-law shall be determined as it would have been determined had the person predeceased me without being survived by issue. They shall take nothing from my estate under any circumstance.
- 5.2 **Miscellaneous.**
- A. As used in this Will, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the extent so indicates.
  - B. Article headings in this Will are inserted for convenience only, and are not to be considered in the construction of the provisions thereof.
- 5.3 **Period of Survivorship.** For the purposes of this Will, a beneficiary shall not be deemed to have survived me if that beneficiary dies within three (3) months after my death.
- 5.4 **Guardian Ad Litem.** I direct that the representation by a guardian ad litem of the interests of persons unborn, unascertained, or legally incompetent to act in proceedings for the allowance of accounts hereunder be dispensed with to the extent permitted by law.
- 5.5 **Beneficial Interests.** The interests of any beneficiary in any share or part of this Will, both as to principal and income, shall not be alienable, assignable, attachable, transferable, nor paid by way of anticipation, nor in compliance with any order, assignment or covenant, and shall not be applied to, or held liable for, any of their debts or obligations either in law or equity and shall not in any event pass to his, her or their assignee under any instrument or under any insolvency or bankruptcy law, and shall not be subject to the interference or control of creditors, spouses or others.
- 5.6 **Severability Clause.** If any provision of this Will is invalid, that provision shall be disregarded, and the remainder of this Will shall be construed as if the invalid provision had not been included.

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

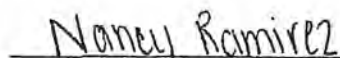
IN WITNESS WHEREOF, I, GEORGE MICHAEL DUCKWORTH, the Testator, sign my name to this instrument this 5 day of February, 2018, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and Testament and that I sign it willingly, in the presence of each and all of the subscribing witnesses, each of whom I have requested, in the presence of each of the others, to subscribe his or her name as an attesting witness, in my presence and in the presence of the others. That I execute it my Last Will and Testament in my capacity as a free and voluntary act for the purposes expressed in it, and that I am of legal age, of sound mind, and under no constraint or undue influence.

  
\_\_\_\_\_  
GEORGE MICHAEL DUCKWORTH, Testator

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

Executed on the 5 day of February, 2018, in Clark County, Nevada.

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


  
\_\_\_\_\_  
WITNESS (printed)

  
\_\_\_\_\_  
WITNESS (signature)

7800 W. Sahara Ave. Las Vegas, NV 89117  
\_\_\_\_\_  
WITNESS (address)

///

///

  
\_\_\_\_\_  
Initials

CORNELIA LOPEZ  
WITNESS (printed)

Cornelia Lopez  
WITNESS (signature)

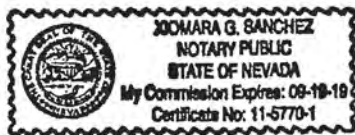
7806 W. SAHARA AVE  
LAS VEGAS NV 89117  
WITNESS (address)

**ACKNOWLEDGEMENT**

STATE OF NEVADA     )  
                                  ) ss  
COUNTY OF CLARK    )

On this 5<sup>th</sup> day of February, 2018, before me, a Notary Public for the State of Nevada, personally appeared GEORGE MICHAEL DUCKWORTH personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the same.

NOTARY SEAL



[Signature]  
NOTARY PUBLIC in and for said  
County and State.

g  
Initials

# EXHIBIT 4

**FIRST AMENDMENT  
TO THE “DUCKWORTH FAMILY TRUST”  
(DATED MARCH 12, 2015)  
BETWEEN  
GEORGE M. DUCKWORTH  
(SURVIVING TRUSTOR)  
AND  
GEORGE M. DUCKWORTH  
(SURVIVING TRUSTEE)**

\* \* \*

In exercise of the rights reserved to the Surviving Grantor under ARTICLE ONE, Section 1.08 of the “DUCKWORTH FAMILY TRUST” dated March 12, 2015, I hereby amend said Trust Agreement, effective for all purposes from and after the time of execution of this instrument, in the following respects:

1. I hereby add Section 7.05 to ARTICLE SEVEN as follows:

Section 7.05 United Kingdom Contest

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. Any such action will result in the proponent of such action to no longer be considered a beneficiary of this Trust and shall receive no distribution from this Trust including any distribution of specific assets provided for herein.

2. I hereby revise Section 9.01 of ARTICLE NINE to read as follows:

Section 9.01 Trustees.

All Trustees are to serve without bond. The following will act as Trustees of any Trusts created by this Trust Agreement, in the following order of succession:

- First: The undersigned, GEORGE M. DUCKWORTH, the surviving Trustee;
- Second: At the death, incapacity or resignation of GEORGE M. DUCKWORTH, CARY J. DUCKWORTH as my Successor Trustee;
- Third: If Cary J. Duckworth should be unable or unwilling to act or to continue to act as Successor Trustee, then TARA E. KASSITY shall act as Second Successor Trustee;
- Fourth: If Tara E. Kassity should be unable or unwilling to act or to continue to act as Successor Trustee, then KYLA M. DUCKWORTH shall act as Third Successor Trustee;

3. I hereby revise Section 9.03 of ARTICLE NINE to read as follows:

Section 9.03 Personal Property Distribution

Notwithstanding any provision of this Trust Agreement to the contrary, the Trustee must abide by any memorandum by the Trustor, particularly that contained in the section entitled "Special Directives" incorporated into this Trust Instrument, directing the disposition of Trust Assets of every kind, including, but not limited to, furniture, appliances, furnishings, pictures, artwork, china, silverware, glass, books, jewelry, wearing apparel, and all policies of fire, burglary, property damage, and other insurance on or in connection with the use of this property.

Any other personal and household effects of Trustor shall be distributed as 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, if living or, if not living, to TARA E. KASSITY.

4. I hereby revise the Special Directives of George M. Duckworth to read as follows:

**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.

• • •

• • •

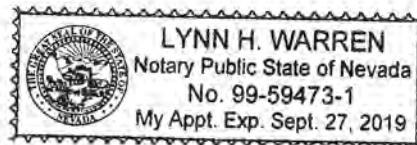
IN WITNESS WHEREOF, the Surviving Trustor and the Surviving Trustees has executed this First Amendment to the Trust Agreement on this 23<sup>rd</sup> day of January, 2019.

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 5

FILED

DEC 11 2019

*Shirley L. Johnson*  
CLERK OF COURT

**FIRST CODICIL TO  
LAST WILL AND TESTAMENT  
OF  
GEORGE M. DUCKWORTH  
DATED FEBRUARY 5, 2018**

I declare that I am a resident of and domiciled in the State of Nevada, and do hereby make, publish, and declare this to be the First Codicil to my Last Will and Testament executed February 5, 2018, which I hereby amend in the following respects:

**ARTICLE TWO**

**Fiduciaries**

I nominate CARY J. DUCKWORTH, as Executor of my Will. If he shall fail to qualify or shall cease to act, TARA E. KASSITY shall act as my Executor.

The term "my Executor" as used in this Last Will and Testament shall include any personal representative of my estate and all named Executors shall serve without bond being required.

I HAVE EXECUTED this instrument on the 23<sup>rd</sup> day of JANUARY,  
2019.

*g. Duckworth*  
\_\_\_\_\_  
GEORGE M. DUCKWORTH, Testator

*KAB*      *lw*  
\_\_\_\_\_  
3048399 (10596-1)

*g. R.*  
\_\_\_\_\_

## SELF-PROVING DECLARATION

Under penalty of perjury pursuant to the law of the State of Nevada, the undersigned, KENNETH A. BURNS and Lynn H. Warren, declare that the following is true of their own knowledge:

That they witnessed the execution of the foregoing First Codicil to the Last Will and Testament of the Testator, GEORGE M. DUCKWORTH; and

that the Testator subscribed the Last Will and Testament and declared it to be the First Codicil to his Last Will and Testament in their presence; and

that they thereafter subscribed the Last Will and Testament as witnesses in the presence of the Testator and in the presence of each other and at the request of the Testator; and

that the Testator, at the time of the execution of the will, appeared to them to be of full age and of sound mind and memory.

Dated this 23<sup>rd</sup> day of JANUARY, 2018.

Kenneth A. Burns  
Witness

Lynn H. Warren  
Witness

KB lw

3048399 (10596-1)

[Signature]

R.APP000094

DU000679

# EXHIBIT 6

**SECOND AMENDMENT  
TO THE “DUCKWORTH FAMILY TRUST”  
(DATED MARCH 12, 2015)  
BETWEEN  
GEORGE M. DUCKWORTH  
(SURVIVING TRUSTOR)  
AND  
GEORGE M. DUCKWORTH  
(SURVIVING TRUSTEE)**

\* \* \*

In exercise of the rights reserved to the Surviving Grantor under ARTICLE ONE, Section 1.08 of the “DUCKWORTH FAMILY TRUST” dated March 12, 2015, I hereby amend said Trust Agreement, effective for all purposes from and after the time of execution of this instrument, in the following respects:

1. I hereby revise the Fourth Special Directive of George M. Duckworth to read as follows:

**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 and/or in the Isle of Man, a British Crown dependency, belonging as

separate property of my late wife, MAUREEN. To the extent these accounts, or any other financial accounts wherever located held by MAUREEN with KYLA as a co-signatory or jointly, 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 or elsewhere may be subject to estate, death or inheritance taxes in the United Kingdom or elsewhere and any such tax required to be paid by MAUREEN's estate in the United Kingdom or elsewhere with respect to those accounts shall be considered an advancement toward her one-third share of the residuary.

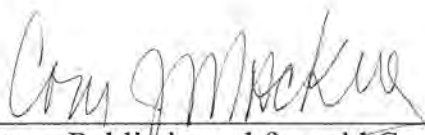
IN WITNESS WHEREOF, the Surviving Trustor and the Surviving Trustees has executed this Second Amendment to the Trust Agreement on this 20<sup>th</sup> day of MARCH, 2019.

  
\_\_\_\_\_  
GEORGE M. DUCKWORTH, Surviving  
Trustor & Surviving Trustee

STATE OF NEVADA     )  
                                  ) ss:  
COUNTY OF CLARK    )

On March 20<sup>th</sup>, 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

# EXHIBIT 7

# Certified Mail Electronic Delivery Confirmation™

USPS CERTIFIED MAIL™

Jeremy Kirschner & Associates PLLC  
2302 S UNION AVE  
C-30  
TACOMA WA 98405-1300

US POSTAGE AND FEES PAID

FIRST-CLASS  
Jan 17 2020  
Mailed from ZIP 98405  
1 oz First-Class Mail Letter



071S00777793

USPS CERTIFIED MAIL



9407 1108 9876 5052 0800 08

Kolesar & Leatham  
Kenneth Burns  
400 S RAMPART BLVD STE 400  
LAS VEGAS NV 89145-5725



## Reference

USPS #	9407110898765052080008
USPS Mail Class	Certified with Electronic Delivery Confirmation
USPS Status	Your item was delivered to an individual at the address at 11:49 am on January 24, 2020 in LAS VEGAS, NV 89145.
USPS History	Departed USPS Regional Destination Facility, 01/24/2020, 4:39 am, LAS VEGAS NV DISTRIBUTION CENTER Arrived at USPS Regional Destination Facility, 01/23/2020, 3:48 pm, LAS VEGAS NV DISTRIBUTION CENTER In Transit to Next Facility, 01/23/2020 Departed USPS Regional Facility, January 22, 2020, 2:37 am, TACOMA WA DISTRIBUTION CENTER Arrived at USPS Regional Origin Facility, 01/21/2020, 11:18 pm, TACOMA WA DISTRIBUTION CENTER Accepted at USPS Origin Facility, January 21, 2020, 10:03 pm, TACOMA, WA 98405 Shipping Label Created, USPS Awaiting Item, January 17, 2020, 3:32 pm, TACOMA, WA 98405

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Date Verified: 01/25/2020 (UTC)

RAPP000099

5550 Painted Mirage Rd, #320  
Las Vegas, NV 89149  
(702) 563-4444 Fax (702) 563-4445  
Website: JKirschnerLaw.com



**JERIMY  
KIRSCHNER**  
— & ASSOCIATES PLLC

2302 S Union Ave, #30  
Tacoma, WA 98405  
(253) 240-4444 Fax (206) 538-2008

January 17, 2020

**Sent Via Certified Mail/Email:** [info@klnevada.com](mailto:info@klnevada.com)

Kolesar & Leatham  
Attn: Kenneth Burns  
400 S Rampart Blvd, #400  
Las Vegas, NV 89145

**Re: Demand for Accounting**

Dear Mr. Burns,

Our firm represents Kyla Duckworth, beneficiary of The Duckworth Family Trust, dated March 12, 2015 ("Duckworth Trust"). Pursuant to NRS 165.141 Kyla Duckworth is hereby demanding an accounting of all Duckworth Trust property from the earlier of November 16, 2019 or when your client first became trustee until the present. The accounting should include the sale proceeds of any trust property, whether personal property (tangible and intangible) or real property. Please provide an accounting that satisfies the form and content of the accounting required by NRS 165.135 within sixty (60) days as required by NRS 165.141(2)(a).

Sincerely,

  
JERIMY KIRSCHNER, ESQ.

JLK/sjm

R.APP000100



Sarah Mintz <sarah@jkirschnerlaw.com>

---

## Duckworth

1 message

---

**Sarah Mintz** <sarah@jkirschnerlaw.com>  
To: info@klnevada.com

Fri, Jan 17, 2020 at 3:23 PM

Hello,

Please see the attached Demand to Produce on behalf of our client, Kyla Duckworth.

Thank you

--

Sarah Mintz  
Paralegal  
Jeremy Kirschner & Associates PLLC

**NEVADA**

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

**WASHINGTON**

2302 S Union Ave, C-30  
Tacoma, WA 98405  
Phone: (253) 240-4444  
Fax (206) 538-2008

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**2020.01.15 Maureens Will Demand to Produce - Kolesar & Leatham v.2.pdf**

166K

R.APP000101



Sarah Mintz <sarah@jkirschnerlaw.com>

---

## RE: Duckworth Estate

1 message

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**Cindy Kishi** <CKishi@klnevada.com>  
To: "sarah@jkirschnerlaw.com" <sarah@jkirschnerlaw.com>  
Cc: "Kenneth A. Burns" <kburns@klnevada.com>

Thu, Jan 23, 2020 at 8:33 AM

This message was sent securely using Zix®

Good morning, Sarah. In the future, please send any emails related to the Duckworth Estate to Ken Burns at (kburns@klnevada.com) with a copy to me (ckishi@klnevada.com). Although we do eventually receive the emails you send to info@klnevada.com, it needs to be forwarded to Ken and it adds time to his receipt. Thank you.

**Cindy Kishi**  
Legal Assistant



P: 702.362.7800 F: 702.362.9472  
Web: [www.klnevada.com](http://www.klnevada.com)  
400 S. Rampart | Suite 400 | Las Vegas | NV 89145

Send Files To: LegalShare

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---

**From:** Sarah Mintz [mailto:sarah@jkirschnerlaw.com]  
**Sent:** Friday, January 17, 2020 3:24 PM  
**To:** info <info@klnevada.com>  
**Subject:** Duckworth

Hello,

Please see the attached Demand to Produce on behalf of our client, Kyla Duckworth.

R.APP000102

Thank you

--

Sarah Mintz

Paralegal

Jerimy Kirschner & Associates PLLC

**NEVADA**

5550 Painted Mirage Rd., Suite 320

Las Vegas, NV 89149

Phone: (702) 563-4444

Fax (702) 563-4445

**WASHINGTON**

2302 S Union Ave, C-30

Tacoma, WA 98405

Phone: (253) 240-4444

Fax (206) 538-2008

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KolesarLeathamLogo\_RGB\_548aae63-8453-4a70-9ef2-bf1b7caad26d.jpg  
28K

R.APP000103

# EXHIBIT 8

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## Inventory of the Duckworth Family trust

---

**Kenneth A. Burns** <kburns@nvbusinesslaw.com>

Fri, Mar 13, 2020 at 5:24 PM

To: "jerimy@jkirschnerlaw.com" <jerimy@jkirschnerlaw.com>

Attached is the accounting from the time Cary Duckworth took over as trustee until December 31, 2019.

Ken



**The Duckworth Family Trust - 2019 Accounting.pdf**

861K

R.APP000105

The Duckworth Family Trust  
Trust Accounting  
for the period January 23, 2019 through December 31, 2019

Amount of inventory and appraisal (Schedule 1)		\$ 2,111,444.98
Receipts (Schedule 2)		\$ 19,848.32
Disbursements		
January 2019 (Schedule 3)	6,794.25	
February 2019 (Schedule 4)	25,667.12	
March 2019 (Schedule 5)	30,494.06	
April 2019 (Schedule 6)	65,697.00	
May 2019 (Schedule 7)	34,147.98	
June 2019 (Schedule 8)	20,788.65	
July 2019 (Schedule 9)	12,791.51	
August 2019 (Schedule 10)	26,814.94	
September 2019 (Schedule 11)	17,058.56	
October 2019 (Schedule 12)	77,859.89	
November 2019 (Schedule 13)	69,986.23	
December 2019 (Schedule 14)	14,370.63	
		\$ (402,470.82)
Loan Receivable - Cary Duckworth (Schedule 15)		\$ 43,464.03
Property on Hand at 12/31/2019 (Schedule 16)		\$ 1,772,286.51

The Duckworth Family Trust  
for the period January 23, 2019 through December 31, 2019  
Schedule 1 - Inventory and Appraisal January 23, 2019

1627 Hinson St Las Vegas NV 89102 (50% interest)	\$	180,000.00
Furnishings and personal effects (value not determined)	\$	-
Bank of America, Solana Beach - Cash in Safe Deposit Box	\$	3,000.00
Bank of America Acct # 3106	\$	10,609.97
Bank of America Acct # 7306	\$	1,739,435.01
Advancement to Cary Duckworth on transfer of 1629 Corta Bella Dr. residence	\$	<u>178,400.00</u>
Total Inventory & Appraisal at 1/23/2019	\$	<u><u>2,111,444.98</u></u> *

\* Estimated advancement to Kyla Duckworth of approximately \$350,000 from UK and Isle of Man accounts not included above.

R.APP000107

DU000691

The Duckworth Family Trust  
for the period January 23, 2019 through December 31, 2019  
Schedule 2 - Receipts

**Bank of America Account # 3106**

Date	Source	Amount
1/28/2019	Maureen Duckworth Pension	237.67
2/1/2019	George Duckworth Social Security	1,591.40
2/25/2019	Maureen Duckworth Pension	237.95
3/1/2019	George Duckworth Social Security	1,591.40
3/25/2019	Maureen Duckworth Pension	237.56
4/3/2019	George Duckworth Social Security	1,591.40
5/3/2019	George Duckworth Social Security	1,591.40
6/3/2019	George Duckworth Social Security	1,591.40
7/3/2019	George Duckworth Social Security	1,591.40
8/2/2019	George Duckworth Social Security	1,591.40
9/3/2019	George Duckworth Social Security	1,591.40
10/3/2019	George Duckworth Social Security	1,591.40
11/1/2019	George Duckworth Social Security	1,591.40
11/4/2019	UnitedHealthcare Insurance Company - Refund	150.64
12/3/2019	George Duckworth Social Security	1,591.40
12/20/2019	George Duckworth Social Security Reversal	(1,591.40)
	Subtotal Account # 3106	<u>16,777.82</u>

**Bank of America Account # 7036**

Date	Source	Amount
2/8/2019	Short & Associates Ltd. (Returned Bill Pymt)	70.50
3/13/2019	Bank of America, Solana Beach - Safe Deposit Box Funds	<u>3,000.00</u>
	Subtotal Account # 7036	<u>3,070.50</u>
	Total Receipts	<u><u>19,848.32</u></u>

The Duckworth Family Trust  
for the period January 23, through December 31, 2019  
Schedule 3 - January 2019 Disbursements

**Bank of America Account # 7036**

Date	Check #	Payee	Amount
1/23/2019	Bill Pay	NV Energy	412.55
1/23/2019	Bill Pay	Corfa Bella Comm. Assn.	240.00
1/23/2019	Bill Pay	Summerlin North	50.00
1/25/2019	Bill Pay	Pest Control Inc.	80.00
1/25/2019	5145	Cox Communications	430.73
1/28/2019	1133	Caregiver - Angelica Avila	200.00
1/29/2019	1134	Caregiver - Adeline Vasquez	550.00
1/30/2019	1135	Caregiver - Auora Paz	288.00
1/30/2019	Checkcard	DMV	12.25
1/31/2019	Bill Pay	Chase Credit Cards:	
	12/19/2018	Love Diamond Nails	70.00
	12/20/2018	Love Diamond Nails	80.00
	12/20/2018	Off Broadway Shoes	135.29
	12/20/2018	Off Broadway Shoes	75.76
	12/20/2018	Smith's Food	177.78
	12/20/2018	Life's A Bagel	100.45
	12/23/2018	Omelet House Summerlin	48.00
	12/23/2018	Smith's Food	100.43
	12/24/2018	CVS Pharmacy	11.90
	12/24/2018	The Jewelers	297.69
	12/24/2018	Popcorn Girl	56.85
	12/24/2018	Walgreen's	39.44
	1/2/2019	Extra Space Storage	361.95
	1/4/2019	Smith's Food	17.95
	1/4/2019	Life's A Bagel	14.78
	1/4/2019	Life's A Bagel	55.88
	1/5/2019	Smith's Food	170.56
	1/6/2019	Smith's Food	35.34
	1/8/2019	Wal-Mart	264.42
	1/8/2019	Walgreen's	20.99
	1/8/2019	Big Lots Stores	44.65
	1/8/2019	Costco Warehouse	332.76
	1/8/2019	Panda Express	16.45
	1/8/2019	Rocco's NY Pizzeria	73.97
	1/8/2019	Extra Space Storage	189.50
	1/10/2019	Walgreen's	59.73
	1/10/2019	Smith's Food	198.58
	1/10/2019	Walgreen's	30.80
	1/10/2019	Life's A Bagel	41.09
	1/11/2019	Chevron	29.85
	1/11/2019	Smith's Food	28.09
	1/12/2019	Love Diamond Nails	33.00
	1/12/2019	Omelet House Summerlin	64.63
	1/12/2019	Supercuts	16.65

R.APP000109

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The Duckworth Family Trust  
for the period January 23, through December 31, 2019  
Schedule 3 - January 2019 Disbursements

**Bank of America Account # 7036**

Date	Check #	Payee	Amount
1/13/2019		DS Services	74.98
1/14/2019		Walgreen's	374.31
1/15/2019		Albertson's	235.85
1/15/2019		Smith's Food	312.43
1/16/2019		Smith's Food	130.78
1/17/2019		Walgreen's	20.89
1/18/2019		Interest Charged	86.27
			<u>4,530.72</u>
		Total January Disbursements	<u><u>6,794.25</u></u>

The Duckworth Family Trust  
for the period January 23, 2019 through December 31, 2019  
Schedule 4 - February 2019 Disbursements

**Bank of America Account # 7036**

Date	Check #	Payee	Amount
2/1/2019	1136	Caregiver - Angelica Avila	200.00
2/1/2019	Bill Pay	AARP Insurance Program	342.50
2/4/2019	Bill Pay	Southwest Gas Corporation	137.80
2/4/2019	1137	Caregiver - Adeline Vasquez	550.00
2/4/2019	1138	Caregiver - Auora Paz	288.00
2/4/2019	1140	Caregiver - Adeline Vasquez	670.00
2/8/2019	Fee	Wire Transfer Fee	30.00
2/8/2019	Bill Pay	Caregiver - Patricia Van Holton	6,000.00
2/8/2019	Bill Pay	Las Vegas Valley Water Dist.	54.60
2/11/2019	1139	Caregiver - Angelica Avila	200.00
2/11/2019	1141	Caregiver - Pat Van Holton	415.00
2/11/2019	1142	Caregiver - Auora Paz	288.00
2/12/2019	Bill Pay	Kat's Pool Service	150.00
2/12/2019	Bill Pay	Short & Associates, Ltd.	72.00
2/14/2019	Bill Pay	City of Las Vegas - Sewer	70.37
2/14/2019	Bill Pay	Las Vegas Valley Water Dist.	54.60
2/18/2019	1143	Caregiver - Auora Paz	288.00
2/18/2019	1144	Caregiver - Adeline Vasquez	550.00
2/20/2019	Fee	Wire Transfer Fee	30.00
2/20/2019	Bill Pay	Caregiver - Patricia Van Holton	6,000.00
2/22/2019	1145	Caregiver - Angelica Avila	400.00
2/26/2019	1146	Caregiver - Adeline Vasquez	670.00
2/26/2019	1147	Caregiver - Auora Paz	324.00
2/26/2019	Bill Pay	Caregiver - Patricia Van Holton	6,000.00
2/27/2019	Fee	External Transfer Fee	3.00
Subtotal Account # 7036			23,787.87

**Bank of America Account # 3106**

Date	Check #	Payee	Amount
2/15/2019	Bill Pay	Kolesar & Leatham	1,876.25
2/19/2019	Fee	External Transfer Fee	3.00
Subtotal Account # 3106			1,879.25
Total February Disbursements			25,667.12

R.APP000111

DU000695

The Duckworth Family Trust  
for the period January 23, 2019 through December 31, 2019  
Schedule 5 - March 2019 Disbursements

**Bank of America Account # 7036**

Date	Check #	Payee	Amount
3/1/2019	Bill Pay	AARP Insurance Program	342.50
3/1/2019	Bill Pay	Corta Bella Comm. Assn.	240.00
3/1/2019	Bill Pay	Summerlin North	50.00
3/2/2019	1148	Caregiver - Angelica Avila	200.00
3/5/2019	1150	Caregiver - Auora Paz	396.00
3/5/2019	1151	Caregiver - Adeline Vasquez	888.00
3/5/2019	Bill Pay	Southwest Gas Corporation	161.25
3/7/2019	Bill Pay	NV Energy	351.88
3/7/2019	5161	Cox Communications	424.04
3/11/2019	1152	Caregiver - Auora Paz	468.00
3/11/2019	1153	Caregiver - Adeline Vasquez	864.00
3/12/2019	Bill Pay	Republic Services	62.55
3/13/2019	Bill Pay	Caregiver - Patricia Van Holton	6,000.00
3/14/2019	Fee	External Transfer Fee	3.00
3/14/2019	Bill Pay	Chase Credit Cards:	
	1/23/2019	Interest Charge Reversal	(0.12)
	1/19/2019	Smith's Food	87.48
	1/20/2019	Costco Warehouse	648.21
	1/21/2019	Smith's Food	51.38
	1/22/2019	Office Max/Depot	43.82
	1/22/2019	Wal-Mart	168.59
	1/22/2019	Life's A Bagel	27.94
	1/24/2019	Big Lots Stores	40.24
	1/25/2019	Smith's Food	13.98
	1/25/2019	Venmo	61.80
	1/25/2019	Life's A Bagel	49.96
	1/26/2019	DoorDash *Cheesecake Factory	140.20
	1/26/2019	Big Lots Stores	21.92
	1/27/2019	Life's A Bagel	40.92
	1/29/2019	Smith's Food	19.55
	1/30/2019	Life's A Bagel	46.19
	1/30/2019	Garage & Gate	198.00
	1/30/2019	Big Lots Stores	94.72
	1/31/2019	Smith's Food	221.75
	1/31/2019	Walgreen's	89.47
	2/1/2019	Life Extension Foundation	165.38
	2/2/2019	Extra Space Storage	351.95
	2/3/2019	Smith's Food	106.27
	2/3/2019	Rocco's NY Pizzeria	56.58
	2/5/2019	Smith's Food	65.38
	2/5/2019	Walgreen's	32.58
	2/6/2019	Life's A Bagel	29.21
	2/7/2019	Target	60.71
	2/7/2019	Kohl's	162.36

R.APP000112

DU000696

The Duckworth Family Trust  
for the period January 23, 2019 through December 31, 2019  
Schedule 5 - March 2019 Disbursements

**Bank of America Account # 7036**

Date	Check #	Payee	Amount
	2/7/2019	Smith's Food	21.60
	2/7/2019	Smith's Food	63.22
	2/8/2019	Rocco's NY Pizzeria	34.70
	2/8/2019	Rocco's NY Pizzeria	50.08
	2/8/2019	Extra Space Storage	198.50
	2/10/2019	Whole Foods	27.58
	2/10/2019	DS Services	88.97
	2/12/2019	Office Max/Depot	47.60
	2/12/2019	Walgreen's	889.63
	2/12/2019	Wal-Mart	128.21
	2/12/2019	Target	81.74
	2/13/2019	Smith's Food	9.00
	2/14/2019	Popcorn Girl	37.90
	2/14/2019	Roberto's Tacos	39.94
	2/14/2019	Chevron	50.00
	2/14/2019	Life's A Bagel	33.51
			4,898.60
3/18/2019	Bill Pay	Pest Control Inc.	40.00
3/18/2019	1154	Caregiver - Angelica Avila	200.00
3/18/2019	1155	Caregiver - Adeline Vasquez	864.00
3/18/2019	1156	Caregiver - Auora Paz	288.00
3/19/2019	Bill Pay	Diego Garrica	420.00
3/21/2019	Bill Pay	NV Energy	255.97
3/25/2019	5169	Cox Communications	840.27
3/25/2019	Bill Pay	Kat's Pool Service	150.00
3/25/2019	1157	Caregiver - Auora Paz	600.00
3/25/2019	1158	Caregiver - Maria Vasquez	408.00
3/25/2019	1159	Caregiver - Adeline Vasquez	720.00
3/25/2019	1160	Caregiver - Laura Justice	420.00
3/27/2019	1161	Caregiver - Angelica Avila	280.00
3/28/2019	Bill Pay	Caregiver - Patricia Van Holton	6,000.00
3/28/2019	Bill Pay	Summerlin Hosp Med CTR LLC	185.00
3/29/2019	1162	Caregiver - Angelica Avila	200.00
3/29/2019	1163	Caregiver - Laura Justice	270.00
3/29/2019	Fee	External Transfer Fee	3.00
		Subtotal Account # 7036	27,494.06

**Bank of America Safe Deposit Box**

Date	Check #	Payee	Amount
3/13/2019	Cashier's Ck	Cash Transfer to Account # 7036	3,000.00
		Subtotal - Safe Deposit Box	3,000.00
		Total March Disbursements	30,494.06

R.APP000113

DU000697

The Duckworth Family Trust  
for the period January 23, 2019 through December 31, 2019  
Schedule 6 - April 2019 Disbursements

**Bank of America Account # 7036**

Date	Check #	Payee	Amount
4/1/2019	1164	Caregiver - Maria Vasquez	324.00
4/1/2019	1165	Caregiver - Adeline Vasquez	864.00
4/1/2019	1166	Caregiver - Auora Paz	540.00
4/1/2019	Bill Pay	AARP Insurance Program	342.50
4/1/2019	Bill Pay	Southwest Gas Corporation	124.85
4/1/2019	5172	Chase Card Services:	
	2/19/2019	Smith's Food	124.98
	2/19/2019	Rocco's NY Pizzeria	65.40
	2/19/2019	Omelet House Summerlin	36.68
	2/19/2019	Big Lots Stores	90.01
	2/20/2019	Smith's Food	21.35
	2/20/2019	Big Lots Stores	63.54
	2/20/2019	Panda Express	33.77
	2/20/2019	The Home Depot	110.49
	2/21/2019	Smith's Food	11.37
	2/21/2019	Life's A Bagel	37.49
	2/22/2019	Life's A Bagel	128.03
	2/23/2019	Life's A Bagel	37.78
	2/24/2019	Wendy's	10.01
	2/24/2019	Walgreen's	89.93
	2/24/2019	Rocco's NY Pizzeria	46.55
	2/26/2019	Walgreen's	115.15
	2/26/2019	Smith's Food	16.42
	2/27/2019	Omelet House Summerlin	58.96
	2/27/2019	Supercuts	26.65
	2/27/2019	Smith's Food	166.25
	2/28/2019	Summerlin Hospital Café	27.76
	3/1/2019	Summerlin Hospital Café	14.09
	3/1/2019	Summerlin Hospital Café	25.31
	3/2/2019	Extra Space Storage	361.95
	3/2/2019	Walgreen's	189.60
	3/4/2019	Wal-Mart Supercenter	102.21
	3/4/2019	Walgreen's	25.40
	3/5/2019	Walgreen's	45.19
	3/5/2019	Smith's Food	34.52
	3/6/2019	Christopher S Choi, MD	2,200.00
	3/6/2019	Omelet House Summerlin	31.68
	3/6/2019	Big Lots Stores	16.14
	3/6/2019	Life's A Bagel	69.05
	3/7/2019	Costco Warehouse	136.85
	3/8/2019	Dillard's	86.60
	3/8/2019	The Home Depot	552.31
	3/8/2019	Smith's Food	160.59
	3/8/2019	Total Wine and More	28.95

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DU000698

The Duckworth Family Trust  
for the period January 23, 2019 through December 31, 2019  
Schedule 6 - April 2019 Disbursements

**Bank of America Account # 7036**

Date	Check #	Payee	Amount	
	3/8/2019	Extra Space Storage	198.50	
	3/9/2019	Hawthorne Plumbing & Heating	149.00	
	3/9/2019	Life's A Bagel	91.88	
	3/10/2019	DS Services	88.87	
	3/12/2019	Smith's Food	112.98	
	3/13/2019	Sunburst Window Cleaning	525.00	
	3/14/2019	Burger King	14.69	
	3/14/2019	Walgreen's	953.91	
	3/15/2019	WM Supercenter	130.55	
	3/15/2019	Arco	67.00	
	3/16/2019	Life's A Bagel	83.92	
	3/16/2019	Christopher S Choi, MD	3,435.00	11,250.31
4/2/2019	Bill Pay	Corta Bella Comm. Assn.		240.00
4/2/2019	Bill Pay	Summerlin North		50.00
4/7/2019	1167	Caregiver - Adeline Vasquez		864.00
4/9/2019	Bill Pay	Kat's Pool Service		112.00
4/9/2019	1168	Caregiver - Angelica Avila		280.00
4/10/2019	Bill Pay	Lloyds Bank		34,623.24
4/11/2019	Bill Pay	Las Vegas Valley Water Dist.		64.10
4/12/2019	Bill Pay	Caregiver - Patricia Van Holton		6,000.00
4/15/2019	Fee	External Transfer Fee		3.00
4/15/2019	Bill Pay	Pest Control Inc.		40.00
4/17/2019	1169	Caregiver - Auora Paz		300.00
4/17/2019	1170	Caregiver - Adeline Vasquez		864.00
4/24/2019	1171	Caregiver - Adeline Vasquez		864.00
4/24/2019	1172	Caregiver - Auora Paz		288.00
4/26/2019	1173	Caregiver - Angelica Avila		480.00
4/26/2019	Bill Pay	Caregiver - Patricia Van Holton		6,000.00
4/29/2019	Fee	External Transfer Fee		3.00
4/30/2019	1174	Caregiver - Adeline Vasquez		792.00
4/30/2019	1175	Caregiver - Auora Paz		384.00
Total April Disbursements				<u>65,697.00</u>

The Duckworth Family Trust  
for the period January 23, 2019 through December 31, 2019  
Schedule 7 - May 2019 Disbursements

**Bank of America Account # 7036**

Date	Check #	Payee	Amount
5/1/2019	Bill Pay	AARP Insurance Program	342.50
5/2/2019	1176	Cary Duckworth (Costco Reimbursement)	260.19
5/2/2019	Bill Pay	Corta Bella Comm. Assn.	240.00
5/2/2019	Bill Pay	Summerlin North	50.00
5/3/2019	Fee	External Transfer Fee	3.00
5/4/2019	1190	Caregiver - Adeline Vasquez	792.00
5/5/2019	1192	Caregiver - Angelica Avila	300.00
5/8/2019	1177	Caregiver - Angelica Avila	300.00
5/9/2019	1178	Caregiver - Auora Paz	384.00
5/9/2019	1179	Caregiver - Adeline Vasquez	660.00
5/9/2019	Bill Pay	Chase Credit Cards:	
	3/16/2019	Christopher S Choi, MD	265.00
	3/19/2019	Smith's Food	359.93
	3/19/2019	Chevron	48.88
	3/19/2019	Rocco's NY Pizzeria	57.66
	3/20/2019	CONI J. MACKEY GOSQ.C	50.00
	3/20/2019	Life's A Bagel	43.67
	3/26/2019	DoorDash *BJ's Restaurant	172.70
	3/27/2019	Albertson's	94.56
	3/28/2019	Smith's Food	201.01
	3/29/2019	Walgreen's	32.58
	3/29/2019	Life's A Bagel	76.88
	3/30/2019	Smith's Food	306.02
	3/30/2019	Dairy Queen	16.37
	3/31/2019	Walgreen's	24.13
	4/2/2019	Extra Space Storage	361.95
	4/2/2019	Best Beauty, Inc.	33.00
	4/2/2019	Walgreen's	81.83
	4/2/2019	Smith's Food	64.46
	4/4/2019	Wal-Mart	130.04
	4/4/2019	Albertson's	180.46
	4/6/2019	Life's A Bagel	87.76
	4/6/2019	Rocco's NY Pizzeria	41.68
	4/7/2019	DS Services	74.88
	4/8/2019	Extra Space Storage	198.50
	4/9/2019	Albertson's	146.37
	4/9/2019	Dairy Queen	16.58
	4/9/2019	Walgreen's	27.47
	4/10/2019	Jersey Mike's	33.86
	4/12/2019	Walgreen's	872.53
	4/13/2019	Life's A Bagel	60.95
	4/13/2019	Rocco's NY Pizzeria	34.57

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DU000700

The Duckworth Family Trust  
for the period January 23, 2019 through December 31, 2019  
Schedule 7 - May 2019 Disbursements

**Bank of America Account # 7036**

Date	Check #	Payee	Amount
	4/14/2019	Sprouts Farmers Market	19.59
	4/14/2019	Dairy Queen	23.47
	4/15/2019	Amazon.com	100.00
	4/16/2019	Albertson's	131.32
	4/16/2019	Medical Mobility	167.32
	4/16/2019	WM Supercenter	146.92
5/9/2019		Protective Life	4,784.90
5/9/2019		Southwest Gas Corporation	1,750.00
5/9/2019		NV Energy	372.01
5/9/2019		Las Vegas Valley Water Dist.	299.90
5/10/2019		Caregiver - Patricia Van Holton	89.81
5/10/2019	1193	Caregiver - Maria Vasquez	6,000.00
5/10/2019	1194	Caregiver - Adeline Vasquez	288.00
5/10/2019	1195	Caregiver - Auora Paz	984.00
5/12/2019	1180	Caregiver - Maria Vasquez	696.00
5/13/2019	1181	Caregiver - Adeline Vasquez	480.00
5/13/2019	1182	Caregiver - Auora Paz	864.00
5/13/2019		Kat's Pool Service	576.00
5/13/2019		Diego Garrica	150.00
5/13/2019		City of Las Vegas - Sewer	140.00
5/15/2019	1183	Caregiver - Maria Vasquez	70.37
5/16/2019	1184	Caregiver - Auora Paz	288.00
5/17/2019		R.C. Willey Home	360.00
5/17/2019		Cox Communications	3,310.76
5/17/2019		Pest Control Inc.	369.04
5/20/2019	1185	Caregiver - Adeline Vasquez	40.00
5/24/2019		Caregiver - Patricia Van Holton	696.00
5/25/2019	1186	Caregiver - Angelica Avila	6,000.00
5/27/2019	1187	Caregiver - Adeline Vasquez	300.00
5/27/2019	1188	Caregiver - Auora Paz	792.00
5/28/2019		External Transfer Fee	384.00
5/30/2019	1189	Caregiver - Maria Vasquez	3.00
5/31/2019		AARP Insurance Program	96.00
5/31/2019		Corta Bella Comm. Assn.	342.50
5/31/2019		Summerlin North	240.00
			50.00
		Total May Disbursements	<u>34,147.98</u>

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The Duckworth Family Trust  
for the period January 23, 2019 through December 31, 2019  
Schedule 8 - June 2019 Disbursements

**Bank of America Account # 7036**

Date	Check #	Payee	Amount
6/4/2019	Bill Pay	Chase Credit Cards:	
	4/16/2019	WM Supercenter	154.28
	4/17/2019	Walgreen's	110.72
	4/17/2019	Albertson's	118.68
	4/18/2019	Albertson's	17.89
	4/20/2019	Rocco's NY Pizzeria	59.51
	4/22/2019	Honey Baked Ham	82.27
	4/22/2019	Albertson's	191.50
	4/22/2019	Target	31.83
	4/23/2019	Chevron	70.00
	4/24/2019	Walgreen's	32.58
	4/25/2019	Von's	62.46
	4/25/2019	Jersey Mike's	44.64
	4/26/2019	Best Beauty Inc.	33.00
	4/26/2019	Von's	463.65
	4/26/2019	Ross Stores	21.63
	4/26/2019	Target	25.92
	4/29/2019	Albertson's	205.74
	4/29/2019	Big Lots Stores	66.60
	4/30/2019	Office Max/Depot	78.44
	4/30/2019	Wal-Mart	169.98
	4/30/2019	Target	55.18
	4/30/2019	Walgreen's	45.73
	4/30/2019	Life's A Bagel	36.34
	5/1/2019	Omelet House Summerlin	25.95
	5/1/2019	Life Extension Foundation	185.38
	5/2/2019	Extra Space Storage	361.95
	5/2/2019	Omelet House Summerlin	56.26
	5/3/2019	Albertson's	114.83
	5/5/2019	DS Services	69.45
	5/6/2019	Albertson's	279.66
	5/6/2019	Chevron	31.50
	5/6/2019	Big Lots Stores	39.60
	5/7/2019	Life's A Bagel	145.76
	5/8/2019	Extra Space Storage	39.90
			3,528.81
6/4/2019	Bill Pay	NV Energy	370.82
6/4/2019	1191	Caregiver - Auora Paz	384.00
6/6/2019	Bill Pay	Southwest Gas Corporation	270.03
6/10/2019	Bill Pay	Las Vegas Valley Water District	153.38
6/10/2019	Bill Pay	Republic Services	59.71
6/11/2019	Bill Pay	Caregiver - Patricia Van Holton	6,000.00

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DU000702

The Duckworth Family Trust  
for the period January 23, 2019 through December 31, 2019  
Schedule 8 - June 2019 Disbursements

**Bank of America Account # 7036**

Date	Check #	Payee	Amount
6/13/2019	Fee	External Transfer Fee	3.00
6/14/2019	1196	Caregiver - Auora Paz	348.00
6/14/2019	Bill Pay	Pest Control Inc.	40.00
6/15/2019	1197	Caregiver - Angelica Avila	300.00
6/18/2019	1198	Caregiver - Adeline Vasquez	684.00
6/19/2019	1199	Cary Duckworth (Costco Reimbursement)	337.17
6/20/2019	1200	Caregiver - Maria Vasquez	300.00
6/25/2019	1201	Caregiver - Adeline Vasquez	792.00
6/25/2019	1202	Caregiver - Maria Vasquez	168.00
6/25/2019	Bill Pay	Kat's Pool Service	150.00
6/26/2019	Bill Pay	Caregiver - Patricia Van Holton	6,000.00
6/26/2019	Bill Pay	NV Energy	406.68
6/27/2019	Fee	External Transfer Fee	3.00
6/28/2019	Bill Pay	Republic Services	59.71
6/28/2019	5202	Cox Communications	430.34
Total June Disbursements			<u>20,788.65</u>

The Duckworth Family Trust  
for the period January 23, 2019 through December 31, 2019  
Schedule 9 - July 2019 Disbursements

**Bank of America Account # 7036**

Date	Check #	Payee	Amount
7/1/2019	Bill Pay	AARP Insurance Program	342.50
7/1/2019	Bill Pay	Southwest Gas Corporation	268.54
7/2/2019	Bill Pay	Corta Bella Comm. Assn.	240.00
7/2/2019	Bill Pay	Summerlin North	50.00
7/2/2019	1203	Caregiver - Maria Vasquez	72.00
7/2/2019	1204	Caregiver - Adeline Vasquez	792.00
7/2/2019	1205	Caregiver - Auora Paz	288.00
7/7/2019	1206	Caregiver - Maria Vasquez	300.00
7/7/2019	1207	Caregiver - Auora Paz	420.00
7/8/2019	Bill Pay	Las Vegas Valley Water District	223.49
7/9/2019	1208	Caregiver - Adeline Vasquez	948.00
7/15/2019	Bill Pay	Kat's Pool Service	150.00
7/15/2019	1209	Caregiver - Maria Vasquez	480.00
7/15/2019	1210	Caregiver - Auora Paz	588.00
7/15/2019	1211	Caregiver - Adeline Vasquez	1,008.00
7/15/2019	1212	Caregiver - Angelica Avila	360.00
7/18/2019	Bill Pay	Diego Garrica	280.00
7/18/2019	Bill Pay	Pest Control Inc.	40.00
7/23/2019	1213	Caregiver - Adeline Vasquez	972.00
7/23/2019	1214	Caregiver - Auora Paz	636.00
7/23/2019	1215	Caregiver - Maria Vasquez	492.00
7/24/2019	1216	Caregiver - Michelle Lopez	240.00
7/29/2019	1217	Caregiver - Auora Paz	624.00
7/29/2019	1218	Caregiver - Auora Paz	100.00
7/29/2019	1219	Caregiver - Maria Vasquez	528.00
7/29/2019	1220	Caregiver - Adeline Vasquez	960.00
7/29/2019	1221	Caregiver - Michelle Lopez	240.00
7/29/2019	Bill Pay	NV Energy	570.09
7/29/2019	Bill Pay	Southwest Gas Corporation	106.93
7/31/2019	5213	Cox Communications	471.96
Total July Disbursements			<u>12,791.51</u>

The Duckworth Family Trust  
for the period January 23, 2019 through December 31, 2019  
Schedule 10 - August 2019 Disbursements

**Bank of America Account # 7036**

Date	Check #	Payee	Amount
8/1/2019	1222	Cary Duckworth (Expense Reimbursement)	2,413.32
8/1/2019	Bill Pay	Chase Credit Cards:	
	5/8/2019	Extra Space Storage	158.60
	5/16/2019	CVS Pharmacy	30.19
	5/17/2019	Life's A Bagel	76.21
	5/16/2019	Albertson's	298.11
	5/18/2019	Best Beauty, Inc.	33.00
	5/18/2019	Walgreen's	995.36
	5/20/2019	Walgreen's	53.57
	5/21/2019	Albertson's	60.06
	5/21/2019	The Home Depot	23.19
	5/21/2019	WM Supercenter	119.55
	5/21/2019	Walgreen's	56.25
	5/21/2019	Rocco's NY Pizzeria	49.62
	5/22/2019	Von's	13.96
	5/22/2019	Panda Express	33.50
	5/22/2019	Target	164.72
	5/23/2019	Burger King	22.25
	5/23/2019	CVS Pharmacy	29.71
	5/24/2019	Roberto's Taco Shop	30.25
	5/24/2019	Albertson's	338.01
	5/25/2019	German Bread Bakery	29.60
	5/26/2019	Life's A Bagel	21.89
	5/27/2019	Von's	174.67
	5/27/2019	Walgreen's	32.13
	5/28/2019	Roberto's Taco Shop	24.36
	5/28/2019	Albertson's	17.48
	5/28/2019	Albertson's	70.20
	5/28/2019	Marie Callender's Restaurant	27.08
	5/29/2019	Walgreen's	68.94
	5/30/2019	Albertson's	72.31
	5/31/2019	Marie Callender's Restaurant	13.29
	5/31/2019	Albertson's	215.18
	5/31/2019	Life's A Bagel	33.98
	6/1/2019	Cheesecake Summerlin	67.66
	6/2/2019	Rocco's NY Pizzeria	34.73
	6/2/2019	Bebbee Nails	50.00
	6/2/2019	Extra Space Storage	361.95
	6/2/2019	DS Services	91.46
	6/3/2019	Albertson's	273.00
	6/3/2019	German Bread Bakery	35.30

R.APP000121

DU000705

The Duckworth Family Trust  
for the period January 23, 2019 through December 31, 2019  
Schedule 10 - August 2019 Disbursements

**Bank of America Account # 7036**

Date	Check #	Payee	Amount
6/4/2019		Life's A Bagel	151.07
6/4/2019		Omelet House Summerlin	32.77
6/4/2019		Walgreen's	5.02
6/4/2019		Target	53.65
6/5/2019		Walgreen's	348.98
6/8/2019		Extra Space Storage	198.50
6/11/2019		DoorDash *Islands Restaurant	32.49
6/12/2019		Omelet House Summerlin	127.60
6/13/2019		Whole Foods	49.20
6/13/2019		Big Lots Stores	57.77
6/13/2019		Albertson's	251.25
6/13/2019		Pier 1	211.73
6/14/2019		Von's	417.27
6/14/2019		Kohl's	108.22
6/14/2019		Walgreen's	950.14
6/14/2019		Life's A Bagel	66.64
6/15/2019		Best Beauty, Inc.	53.00
6/15/2019		Target	128.67
6/16/2019		Omelet House Summerlin	138.05
6/17/2019		Amazon.com	82.44
6/18/2019		Rocco's NY Pizzeria	64.31
6/18/2019		Amazon.com	11.99
6/18/2019		Buyseasons Enterprises	46.38
6/19/2019		Party USA	156.74
6/19/2019		Walgreen's	32.58
6/19/2019		Chevron	52.80
6/19/2019		WM Supercenter	65.01
6/19/2019		Life's A Bagel	31.98
6/19/2019		Shell Oil	32.00
6/20/2019		Albertson's	99.96
6/20/2019		Buyseasons Enterprises	46.38
6/20/2019		Panda Express	33.77
6/21/2019		The Cookie Zoo	90.60
6/22/2019		Chicago Joe's	335.00
6/22/2019		Big Lots Stores	34.06
6/24/2019		Jersey Mike's	23.89
6/24/2019		Amazon.com	31.99
6/25/2019		Albertson's	174.41
6/25/2019		Burger King	17.94
6/25/2019		Target	145.54
6/25/2019		Big Lots Stores	51.09

R.APP000122

The Duckworth Family Trust  
for the period January 23, 2019 through December 31, 2019  
Schedule 10 - August 2019 Disbursements

**Bank of America Account # 7036**

Date	Check #	Payee	Amount
6/26/2019		Angel Park Restaurant	272.26
6/26/2019		Walgreen's	39.26
6/27/2019		Panda Express	32.15
6/27/2019		Wal-Mart	34.55
6/28/2019		Von's	36.00
6/29/2019		Omelet House Summerlin	42.86
6/30/2019		DS Services	91.50
7/2/2019		Albertson's	238.77
7/2/2019		Extra Space Storage	361.95
7/3/2019		Smog Express	29.00
7/8/2019		Extra Space Storage	198.50
7/8/2019		Albertson's	16.22
7/8/2019		Albertson's	69.94
7/8/2019		Walgreen's	20.99
7/9/2019		Sprouts Farmers Market	162.15
7/10/2019		Trader Joe's	75.14
7/12/2019		Albertson's	129.76
7/13/2019		DoorDash *Islands Restaurant	95.01
7/15/2019		Burger King	38.04
7/15/2019		Albertson's	173.72
7/15/2019		Walgreen's	980.55
7/15/2019		Cary Duckworth CC Overpayment to Schedule 15	(1,731.11)
7/16/2019		Rocco's NY Pizzeria	53.51
7/17/2019		Big Lots Stores	10.83
7/17/2019		DoorDash *Islands Restaurant	17.83
7/17/2019		DoorDash *Islands Restaurant	88.01
7/18/2019		Interest Charged	136.68
7/18/2019		Life's A Bagel	36.94
8/1/2019	Bill Pay	AARP Insurance Program	342.50
8/2/2019	Bill Pay	Corta Bella Comm. Assn.	240.00
8/2/2019	Bill Pay	Summerlin North	50.00
8/5/2019	1224	Caregiver - Auora Paz	684.00
8/5/2019	1225	Caregiver - Maria Vasquez	480.00
8/5/2019	1226	Caregiver - Adeline Vasquez	948.00
8/5/2019	1227	Caregiver - Michelle Lopez	240.00
8/8/2019	Bill Pay	Kolesar & Leatham	225.00
8/8/2019	Bill Pay	Corta Bella Comm. DES	2,000.00
8/9/2019	Fee	External Transfer Fee	3.00
8/11/2019	1228	Caregiver - Michelle Lopez	256.00
8/12/2019	Bill Pay	Las Vegas Valley Water District	232.63

R.APP000123

DU000707

The Duckworth Family Trust  
for the period January 23, 2019 through December 31, 2019  
Schedule 10 - August 2019 Disbursements

**Bank of America Account # 7036**

Date	Check #	Payee	Amount
8/12/2019	1229	Caregiver - Maria Vasquez	360.00
8/12/2019	1231	Caregiver - Adeline Vasquez	972.00
8/12/2019	1230	Caregiver - Auora Paz	616.00
8/12/2019	1232	Caregiver - Auora Paz	90.78
8/14/2019	Bill Pay	Kat's Pool Service	150.00
8/14/2019	Bill Pay	Diego Garrica	140.00
8/18/2019	1233	Caregiver - Michelle Lopez	192.00
8/20/2019	1235	Caregiver - Maria Vasquez	324.00
8/20/2019	1236	Caregiver - Adeline Vasquez	864.00
8/20/2019	1237	Caregiver - Auora Paz	780.00
8/25/2019	1241	Caregiver - Michelle Lopez	192.00
8/26/2019	1238	Caregiver - Auora Paz	900.00
8/26/2019	1239	Caregiver - Maria Vasquez	144.00
8/26/2019	1240	Caregiver - Adeline Vasquez	864.00
8/28/2019	1242	Caregiver - Maria Vasquez	384.00
8/30/2019	Bill Pay	AARP Insurance Program	342.50
8/30/2019	Bill Pay	Corta Bella Comm. Assn.	240.00
8/30/2019	Bill Pay	Summerlin North	50.00
Total August Disbursements			<u>26,814.94</u>

R.APP000124

DU000708

The Duckworth Family Trust  
for the period January 23, 2019 through December 31, 2019  
Schedule 11 - September 2019 Disbursements

**Bank of America Account # 7036**

Date	Check #	Payee	Amount
9/1/2019	1243	Caregiver - Michelle Lopez	192.00
9/3/2019	1244	Caregiver - Auora Paz	810.00
9/3/2019	1245	Caregiver - Adeline Vasquez	804.00
9/3/2019	Bill Pay	Cox Communications	459.62
9/4/2019	Bill Pay	NV Energy	526.42
9/4/2019	Bill Pay	Southwest Gas Corporation	91.45
9/9/2019	1246	Caregiver - Michelle Lopez	256.00
9/10/2019	1248	Caregiver - Adeline Vasquez	852.00
9/10/2019	Bill Pay	Las Vegas Valley Water District	238.17
9/10/2019	Bill Pay	Republic Services	2.47
9/10/2019	1247	Caregiver - Auora Paz	990.00
9/11/2019	Bill Pay	Kolesar & Leatham	1,125.00
9/12/2019	Bill Pay	Chase Credit Cards:	
	7/25/2019	Rocco's NY Pizzeria	56.48
	7/28/2019	DS Services	99.42
	8/1/2019	Café Rio Lake Mead	31.89
	8/1/2019	Life Extension Foundation	184.58
	8/1/2019	Nest Labs	170.00
	8/2/2019	Extra Space Storage	399.95
	8/3/2019	Target	263.95
	8/3/2019	Walgreen's	2.74
	8/5/2019	Wal-Mart	260.46
	8/6/2019	Burger King	32.19
	8/6/2019	Whole Foods	105.24
	8/7/2019	Best Beauty Inc.	140.00
	8/8/2019	Target	89.75
	8/8/2019	Cheesecake Summerlin	78.36
	8/8/2019	Extra Space Storage	198.50
	8/8/2019	Jersey Mike's	42.22
	8/10/2019	Albertson's	179.51
	8/12/2019	Target	118.61
	8/13/2019	Trader Joe's	81.36
	8/14/2019	Republic Services	69.95
	8/14/2019	Life's A Bagel	47.33
	8/15/2019	Walgreen's	1,100.14
	8/15/2019	Walgreen's	177.40
	8/18/2019	Interest Charged	82.50
9/12/2019	Fee	External Transfer Fee	3.00
9/13/2019	1249	Caregiver - Angelica Avila	300.00
9/13/2019	Bill Pay	Pest Control Inc.	80.00
9/15/2019	1250	Caregiver - Michelle Lopez	200.00

R.APP000125

DU000709

The Duckworth Family Trust  
for the period January 23, 2019 through December 31, 2019  
Schedule 11 - September 2019 Disbursements

**Bank of America Account # 7036**

Date	Check #	Payee	Amount
9/16/2019	1251	Caregiver - Auora Paz	750.00
9/16/2019	1252	Caregiver - Adeline Vasquez	816.00
9/16/2019	1253	Caregiver - Maria Vasquez	372.00
9/16/2019	Bill Pay	Kat's Pool Service	150.00
9/16/2019	Bill Pay	Diego Garrica	140.00
9/20/2019	5234	Cox Communications	444.90
9/22/2019	1254	Caregiver - Michelle Lopez	243.00
9/24/2019	1255	Caregiver - Maria Vasquez	372.00
9/24/2019	1256	Caregiver - Auora Paz	570.00
9/24/2019	1257	Caregiver - Adeline Vasquez	936.00
9/24/2019	1258	Caregiver - Angelica Avila	200.00
9/24/2019	1259	Caregiver - Auora Paz	915.00
9/29/2019	1260	Caregiver - Michelle Lopez	207.00
Total September Disbursements			<u>17,058.56</u>

R.APP000126

DU000710

The Duckworth Family Trust  
for the period January 23, 2019 through December 31, 2019  
Schedule 12 - October 2019 Disbursements

**Bank of America Account # 7036**

Date	Check #	Payee	Amount
10/1/2019	Bill Pay	AARP Insurance Program	342.50
10/1/2019	1261	Caregiver - Maria Vasquez	384.00
10/1/2019	1262	Caregiver - Adeline Vasquez	792.00
10/2/2019	Bill Pay	Corta Bella Comm. Assn.	240.00
10/2/2019	Bill Pay	Summerlin North	50.00
10/3/2019	Bill Pay	Chase Credit Cards:	
	8/20/2019	Whole Foods	165.70
	8/20/2019	Walgreen's	40.26
	8/20/2019	Home Chef	79.50
	8/21/2019	Pink Street Estate Agents	9,127.26
	8/22/2019	Foreign Transaction Fee	273.81
	8/23/2019	Home Chef	21.96
	8/24/2019	Walgreen's	68.94
	8/24/2019	Jersey Mike's	59.17
	8/25/2019	Bed Bath & Beyond	497.85
	8/25/2019	Bed Bath & Beyond	29.00
	8/25/2019	Whole Foods	197.48
	8/25/2019	DS Services	139.37
	8/27/2019	Best Beauty Inc.	58.00
	8/27/2019	CVS Pharmacy	53.65
	8/28/2019	Life's A Bagel	57.34
	8/29/2019	Burger King	19.03
	8/29/2019	Jersey Mike's	31.77
	8/30/2019	Home Chef	95.48
	8/30/2019	Whole Foods	231.33
	9/1/2019	Whole Foods	147.78
	9/2/2019	Extra Space Storage	399.95
	9/4/2019	Life's A Bagel	58.69
	9/4/2019	Bed Bath & Beyond	(307.38)
	9/5/2019	Wendy's	23.10
	9/6/2019	Wal-Mart	573.92
	9/8/2019	Extra Space Storage	198.50
	9/9/2019	Burger King	17.84
	9/10/2019	Albertson's	129.59
	9/11/2019	Target	269.03
	9/14/2019	The Home Depot	183.30
	9/15/2019	Walgreen's	30.41
	9/15/2019	Albertson's	57.62
	9/16/2019	Whole Foods	248.16
	9/18/2019	Life's A Bagel	60.94
			13,338.35

R.APP000127

DU000711

The Duckworth Family Trust  
for the period January 23, 2019 through December 31, 2019  
Schedule 12 - October 2019 Disbursements

**Bank of America Account # 7036**

Date	Check #	Payee	Amount
10/3/2019	Bill Pay	NV Energy	538.24
10/3/2019	Bill Pay	Southwest Gas Corporation	151.32
10/6/2019	1263	Caregiver - Michelle Lopez	216.00
10/7/2019	1264	Caregiver - Maria Vasquez	456.00
10/7/2019	1265	Caregiver - Adeline Vasquez	792.00
10/7/2019	1266	Caregiver - Auora Paz	705.00
10/7/2019	1267	Caregiver - Auora Paz	100.00
10/8/2019	Transfer	Online banking transfer to Cary Duckworth	40,000.00
		<i>to Schedule 15</i>	
10/9/2019	1268	Ruiter Construction	1,014.00
10/13/2019	1269	Caregiver - Maria Vasquez	444.00
10/13/2019	1270	Caregiver - Auora Paz	870.00
10/15/2019	1272	Caregiver - Adeline Vasquez	864.00
10/16/2019	Bill Pay	Las Vegas Valley Water Dist.	180.01
10/17/2019	1271	Caregiver - Michelle Lopez	234.00
10/18/2019	Bill Pay	Kat's Pool Service	195.00
10/18/2019	Bill Pay	Pest Control Inc.	40.00
10/21/2019	1273	Caregiver - Adeline Vasquez	1,968.00
10/21/2019	1274	Caregiver - Maria Vasquez	810.00
10/21/2019	1275	Caregiver - Auora Paz	1,116.00
10/21/2019	1276	Caregiver - Auora Paz	279.00
10/21/2019	1277	Caregiver - Michelle Lopez	189.00
10/21/2019	5244	Cox Communications	471.55
10/21/2019	Bill Pay	Diego Garrica	140.00
10/22/2019	1278	Caregiver - Angelica Avila	100.00
10/26/2019	1279	Caregiver - Maria Vasquez	774.00
10/28/2019	1280	Caregiver - Adeline Vasquez	1,224.00
10/28/2019	1281	Caregiver - Auora Paz	1,440.00
10/28/2019	1282	Caregiver - Michelle Lopez	445.50
10/28/2019	1283	Caregiver - Adeline Vasquez	408.00
10/29/2019	Bill Pay	NV Energy	280.60
10/29/2019	Bill Pay	Southwest Gas Corporation	121.39
10/30/2019	Bill Pay	Chase Credit Cards:	
	9/19/2019	SWA (Cary Duckworth)	50.00
		<i>to Schedule 15</i>	
	9/19/2019	Walgreen's	1,202.31
	9/19/2019	Coversure Insurance	322.91
	9/20/2019	CVS Pharmacy	22.72
	9/20/2019	Foreign Transaction Fee	9.68
	9/21/2019	Rocco's NY Pizzeria	63.28
	9/21/2019	Jersey Mike's	64.42

R.APP000128

DU000712

The Duckworth Family Trust  
for the period January 23, 2019 through December 31, 2019  
Schedule 12 - October 2019 Disbursements

**Bank of America Account # 7036**

Date	Check #	Payee	Amount
9/22/2019		Sultan's Grill	107.48
9/22/2019		DS Services	83.66
9/24/2019		Whole Foods	267.47
9/26/2019		Life's A Bagel	120.48
9/26/2019		WM Supercenter	412.27
9/27/2019		Bed Bath & Beyond	413.12
9/27/2019		Home Chef	79.50
9/27/2019		Whole Foods	273.40
9/27/2019		Target	26.50
9/28/2019		Bed Bath & Beyond	86.51
9/28/2019		Whole Foods	92.78
9/29/2019		Islands Restaurant	95.02
9/30/2019		Albertson's	51.48
10/1/2019		Best Beauty Inc.	43.00
10/1/2019		Cheesecake Summerlin	39.48
10/1/2019		Walgreen's	24.13
10/2/2019		Extra Space Storage	399.95
10/2/2019		Target	161.78
10/2/2019		Whole Foods	43.82
10/2/2019		Whole Foods	65.41
10/3/2019		CVS Pharmacy	58.18
10/3/2019		Cheesecake Summerlin	129.12
10/4/2019		Target	(43.29)
10/6/2019		Café Rio Lake Mead	59.94
10/7/2019		Trader Joe's	56.56
10/8/2019		Extra Space Storage	198.50
10/8/2019		Trader Joe's	214.62
10/8/2019		Sultan's Grill	50.85
10/10/2019		Life's A Bagel	43.12
10/10/2019		Trader Joe's	13.89
10/10/2019		Trader Joe's	45.59
10/12/2019		Sprouts Farmers Market	39.42
10/13/2019		Albertson's	69.23
10/13/2019		Jersey Mike's	55.58
10/13/2019		Rocco's NY Pizzeria	29.57
10/13/2019		Sultan's Grill	41.52
10/14/2019		Buca Di Beppo	126.50
10/16/2019		WM Supercenter	218.67
10/17/2019		Whole Foods	116.30
			<u>6,146.43</u>
Total October Disbursements			<u>77,859.89</u>

R.APP000129

DU000713

The Duckworth Family Trust  
for the period January 23, 2019 through December 31, 2019  
Schedule 13 - November 2019 Disbursements

**Bank of America Account # 7036**

Date	Check #	Payee	Amount
11/1/2019	Bill Pay	Protective Life	1,750.00
11/1/2019	Bill Pay	AARP Insurance Program	342.50
11/1/2019	Bill Pay	Corta Bella Comm. Assn.	240.00
11/1/2019	Bill Pay	Summerlin North	50.00
11/4/2019	1284	Caregiver - Auora Paz	1,530.00
11/4/2019	1285	Caregiver - Adeline Vasquez	1,776.00
11/4/2019	1286	Caregiver - Maria Vasquez	702.00
11/4/2019	1287	Caregiver - Michelle Lopez	553.00
11/6/2019	Bill Pay	Las Vegas Valley Water Dist.	160.71
11/7/2019	Bill Pay	Short & Associates, Ltd.	1,523.00
11/8/2019	Bill Pay	Kat's Pool Service	150.00
1/8/2019	Bill Pay	Diego Garrica	140.00
11/8/2019	Bill Pay	Pest Control Inc.	40.00
11/11/2019	1288	Caregiver - Auora Paz	1,687.50
11/11/2019	1289	Caregiver - Maria Vasquez	774.00
11/11/2019	1290	Caregiver - Adeline Vasquez	1,776.00
11/11/2019	1291	Caregiver - Michelle Lopez	445.50
11/18/2019	1292	Caregiver - Maria Vasquez	418.00
11/18/2019	1293	Caregiver - Adeline Vasquez	1,260.00
11/18/2019	1294	Caregiver - Auora Paz	2,002.50
11/18/2019	1295	Caregiver - Adeline Vasquez	420.00
11/18/2019	1296	Caregiver - Maria Vasquez	500.00
11/20/2019	Bill Pay	NV Energy	168.28
11/22/2019	Bill Pay	Chase Credit Cards:	
	10/18/2019	Wal-Mart	(32.22)
	10/20/2019	DS Services	43.96
	10/21/2019	Whole Foods	180.57
	10/23/2019	Trader Joe's	70.26
	10/23/2019	Whole Foods	54.23
	10/28/2019	Life's A Bagel	61.25
	11/1/2019	Life Extension Foundation	188.31
	11/2/2019	Extra Space Storage	399.95
	11/4/2019	Walgreen's	1,202.88
	11/6/2019	Summerlin Hospital	12,600.00
	11/8/2019	Wal-Mart	244.52
	11/8/2019	Allstate Vehicle & Property Insur	3,197.35
	11/8/2019	Extra Space Storage	218.50
	11/9/2019	Smith's	76.68
	11/12/2019	Bramsdon & Childs Solicitors	9,656.78
	11/13/2019	Ruiter Construction	5,222.00
	11/13/2019	Foreign Transaction Fee	289.70

R.APP000130

DU000714

The Duckworth Family Trust  
for the period January 23, 2019 through December 31, 2019  
Schedule 13 - November 2019 Disbursements

**Bank of America Account # 7036**

Date	Check #	Payee	Amount
	11/17/2019	DS Services	53.92
	11/18/2019	Omelet House Summerlin	82.48
	11/18/2019	Palm Downtown Cemetery	9,109.55
11/22/2019	5257	Cox Communications	439.07
11/23/2019	1297	Caregiver - Adeline Vasquez	2,500.00
11/23/2019	1298	Caregiver - Adeline Vasquez	2,500.00
11/23/2019	1299	Caregiver - Auora Paz	2,500.00
11/23/2019	1300	Caregiver - Auora Paz	375.00
11/29/2019	Bill Pay	AARP Insurance Program	342.50
		Total November Disbursements	<u>69,986.23</u>

R.APP000131

DU000715

The Duckworth Family Trust  
for the period January 23, 2019 through December 31, 2019  
Schedule 14 - December 2019 Disbursements

**Bank of America Account # 7036**

Date	Check #	Payee	Amount
12/2/2019	Bill Pay	Corta Bella Comm. Assn.	240.00
12/2/2019	Bill Pay	Summerlin North	50.00
12/9/2019	Bill Pay	Southwest Gas Corporation	87.46
12/9/2019	Bill Pay	Las Vegas Valley Water Dist.	52.04
12/9/2019	1301	Caregiver - Auora Paz	720.00
12/11/2019	Bill Pay	Kat's Pool Service	150.00
12/11/2019	Bill Pay	Diego Garrica	140.00
12/12/2019	Bill Pay	Republic Services	65.51
12/16/2019	1302	Caregiver - Auora Paz	360.00
12/20/2019	1303	Caregiver - Auora Paz	435.00
12/20/2019	Bill Pay	NV Energy	182.32
12/27/2019	Bill Pay	Pest Control Inc.	40.00
12/30/2019	Bill Pay	Chase Credit Cards:	
	11/21/2019	VIP Floral Designs	1,845.72
	11/22/2019	Palm Downtown Cemetery	9,596.74
	11/22/2019	Palm Downtown Cemetery	9,109.55
	11/23/2019	Allstate Vehicle & Property Insur	(2,900.00)
	11/29/2019	Grand Hyatt Kauai (Cary Duckworth)	5,145.14
		<i>to Schedule 15</i>	
	12/1/2019	Annual Membership Fee	69.00
	12/4/2019	Palm Downtown Cemetery	198.00
	12/4/2019	Summerlin Hospital	(12,600.00)
	12/5/2019	Wendy's	65.63
	12/6/2019	Extra Space Storage	618.45
	12/15/2019	DS Services	63.98
			11,212.21
12/30/2019	Bill Pay	Cox Communications	462.10
12/30/2019	Bill Pay	Southwest Gas Corporation	173.99
		<b>Total December Disbursements</b>	<b><u>14,370.63</u></b>

The Duckworth Family Trust  
for the period January 23, 2019 through December 31, 2019  
Schedule 15 - Loan Receivable-Cary Duckworth

7/15/2019	Cary Duckworth CC Overpayment	(Schedule 10)	(1,731.11)
9/19/2019	SWA (Cary Duckworth)	(Schedule 12)	50.00
10/8/2019	Online banking transfer Cary Duckworth	(Schedule 12)	40,000.00
11/29/2019	Grand Hyatt Kauai	(Schedule 14)	<u>5,145.14</u>
Total Loan Receivable-Cary Duckworth at 12/31/2019			<u><u>43,464.03</u></u>

The Duckworth Family Trust  
for the period January 23, 2019 through December 31, 2019  
Schedule 16 - Property on Hand at 12/31/2019

1627 Hinson St Las Vegas NV 89102 (50% interest)	180,000.00
Bank of America Acct # 3106	25,508.54
Bank of America Acct # 7306	1,344,913.94
Loan Receivable-Cary Duckworth (Schedule 15)	43,464.03
Advancement to Cary Duckworth	<u>178,400.00</u>
Total Property on Hand at 12/31/2019	<u><u>1,772,286.51</u></u> *

\* Estimated advancement to Kyla Duckworth of approximately \$350,000 from UK and Isle of Man accounts not included above.

# EXHIBIT 9

<u>GS</u>	<u>DESCRIPTION</u>
10 CARAT DIAMOND RING	PEAR SHAPED DIAMOND /PLATINUM BAND
4 CARAT DIAMOND RING PERFECT GEM	ROUND BRILLIANT FLAWLESS /PLATINUM BAND
4 1/2 -5 CARAT DIAMOND RING	ROUND DIAMOND WITH PAVE DIAMONDS/GOLD BAND
BAGUETTE DIAMOND RING	TWO ROWS OF BAGUETTE DIAMONDS/PLATINUM BAND
LARGE PAVE DIAMOND RING	DOME SHAPED RING W/PAVE DIAMONDS IN GOLD
GOLD WEDDING BAND	MY GRANDMOTHER'S GOLD WEDDING BAND
GOLD WIDE BAND RING W/DIAMOND	PEAR SHAPED DIAMOND SET IN WIDE GOLD BAND
MULTI DIAMOND COCKTAIL RING	SNOWFLAKE SHAPED RING/PLATINUM BAND
LARGE DIAMOND EARRINGS	ROUND STUD DIAMOND EARRINGS
DIAMOND TENNIS NECKLACE	ROUND DIAMONDS ALL THE WAY AROUND
DIAMOND TENNIS BRACELET	ROUND DIAMONDS ALL THE WAY AROUND
GOLD NECKLACE WITH DIAMONDS	V SHAPED W/ SINGLE DIAMOND AND PAVE DIAMONDS
GOLD NECKLACE WITH DIAMOND HEART	HEART WITH PAVE DIAMONDS
MUTLI DIAMOND BROOCH	MISSING SOME DIAMONDS
OPAL & DIAMOND NECKLACE/BROOCH	OPAL SURROUNDED BY DIAMONDS
OPAL RING WITH DIAMONDS	SET IN PLATINUM
GOLD BANGLE BRACELET W/DIAMONDS	GOLD BANGLE HAS DIAMONDS HALF WAY ROUND
GOLD THICK BANGLE W/ DIAMONDS	DIAMONDS IN CENTER ALL THE WAY AROUND
GOLD BRACELET W/ GOLD COINS	GOLD COINS ALL THE WAY AROUND
GOLD LARGE LINK BRACELET	GOLD LINKS ALL THE WAY AROUND
GOLD SHELL SHAPED RING	LARGE TWISTED DOME SHAPED RING
GOLD SHELL SHAPED EARRINGS	MATCH W/SHELL RING
GOLD LION HEAD NECKLACE	GOLD CHAIN WITH LARGE LION HEAD WITH DIAMONDS
GOLD AND DIAMOND EARRINGS	GOLD EARRINGS WITH PAVE DIAMONDS
SILVER LONG CHAIN NECKLACE	NECKLACE HAS ALL 3 OF US KIDS SEPARATELY DANGLING
GOLD LONG FIGARO CHAIN NECKLACE	NECKLACE HAS ALL 3 OF US KIDS SEPARATELY DANGLING
GOLD LETTER "K" NECKLACE	LONG TWISTED CHAIN WITH LARGE "K" AT THE BOTTOM
LONG PEARL NECKLACE	PEARLS ALL THE WAY AROUND
CHOKER STYLE PEARL NECKLACE	PEARLS ALL THE WAY AROUND
PEARL EARRINGS	
GOLD BRACELETS	ASSORTED APPROX 5
HUGE COLLECTION /INDIAN JEWELRY	TURQUOISE/SILVER NECKLACES, RINGS, BRACELETS
HUGE COLLECTION /COSTUME JEWELRY	VINTAGE BROOCHES, NECKLACES, BRACELETS, RINGS
VINTAGE PLATINUM WATCHES	2 W/DIAMONDS
VINTAGE PLATINUM WATCHES	1 AUDEMARS PIGUET WATCH/1 PIAGET WATCH
BUFFET WITH GLASS TOP	8 FOOT LONG WALNUT WOOD BUFFET W/GLASS TOP
INDONESIAN WALL HANGING	LARGE INDONESIAN WALL PAINTING
LARGE QUAN YIN STATUE	4-4 1/2 FEET TALL MARBLE /STONE
LARGE CLOISONNE ENAMELED URNS	TWO 4-4 1/2 FEET TALL URNS BLACK/MULTI COLORED
ANTIQUE LARGE STONE URNS/PLANTERS	TWO 4-4 1/2 FEET TALL URNS BROWN /GOLD
LARGE PLANTER	LARGE STONE PLANTER WITH PEDESTAL
LARGE CHINESE FOO DOGS	TWO 2 1/2 FEET TALL CARVED WOOD
LARGE BRASS PLATTER	4 FEET IN DIAMETER BRASS PLATTER
ELEPHANT IVORY TUSK W/CARVINGS	1 1/2 TO 2 FEET LONG ON WOODEN BASE

R.APP000136

VINTAGE ORIENTAL SILK PAN IRONS	COLLECTION OF 8 SILK PAN IRONS
VINTAGE METAL BRONZE CHAIRS	SET OF TWO WITH METALLIC LEATHER SEATS AND BACKS
ANTIQUE GRAND PIANO	WALNUT/WITH ORNATE CARVING (CARY GRANT PLAYED)
LARGE FRAMED CHINESE PRINTS	2 GOLD FRAMED ORIENTAL FIGURES APPROX 5 X 4 FEET
BRONZE STATUE OF LADY WITH BASKET	APPROX 2 1/2 - 3 FEET TALL
LARGE COLLECTION OF BUDDHAS	10 -15 ASSORTED SIZES
LARGE PERSIAN RUG	APPROX 8 X 10 FEET
LARGE ANTIQUE COFFEE TABLE	APPROX. 7 X 4 FEET W/ORNATE CARVING
HUGE ANTIQUE MIRROR	CARVED WOOD APPROX 6 FEET WIDE AND TALL
BRASS BUDDHA HEADS	2 APPROX 10 X 6 INCHES
ORIENTAL CLOISONNE URNS WITH LIDS	2 APPROX 12 -15 INCHES TALL
ANTIQUE ALADDIN STYLE TREASURE BOX	APPROX. 2 FEET TALL, ENAMELED GOLD AND BLACK
ORIENTAL ART CHARACTER PRINTS	3 FRAMED CALLIGRAPHY PIECES APPROX 3 X 6 FT EA
ORIENTAL EMPEROR FIGURE /FIST IN AIR	CARVED WOOD APPROX 2-2 1/2 FEET TALL
BUDDHA HEADS ON ACRYLIC STANDS	3 OR 4 WOOD CARVED APPROX 5 - 10 INCHES TALL
HUGE COLLECTION OF AFRICAN ART	MASKS, SPEARS AND OTHER WEAPONS, TALL FIGURES
HUGE COLLECTION OF CRYSTAL	VASES, GLASSES, BOWLS, DECANTERS, ICE BUCKETS ETC.
HUGE COLLECTION OF STERLING SILVER	TRAYS, SRVG. PIECES, TEA SET, CUTLERY
ANTIQUE CHINESE BAR CABINET	MARBLE TOP APPROX. 5 FEET LONG
ANTIQUE CONSOLE TABLE WITH MIRROR	PHYLLIS MORRIS HOLLYWOOD REGENCY GOLD
LOTUS ENAMELED TREASURE BOX	APPROX 1 FOOT TALL
HUGE SILVER AND COPPER SEMOVAR	APPROX 3-4 FEET TALL (RUSSIAN/PERSIAN TEAPOT)
ANTIQUE WOOD HORSE CARVING	BIG HORSE W/LITTLE HORSE APPROX 3-4 FEET TALL
ANTIQUE WOOL PRAYER RUG	RED AND MULTI COLORED APPROX 8 X 6 FEET
ANTIQUE GOLD /RED METAL CABINET	HALF ROUND PRAYER CABINET WITH RED METAL CHAIR
ANTIQUE OLD ENGLISH DINNER GONG	BRONZE/METAL GONG SUSPENDED BY HORNS
ANTIQUE LARGE PAINTING SIGNED	APPROX 6 X 8 FEET STREET VENDORS WITH FLOWERS
LARGE ANTIQUE PHONOGRAPH	APPROX 4 FT. TALL, VICTROLA, FROM THE EARLY 1900'S
LARGE WOOD HORSE HEAD WITH SPIRES	BLACK APPROX. 2-2 1/2 FEET TALL
ANTIQUE VITRINE CABINET	APPROX 5 1/2 - 6 FEET TALL WALNUT AND GLASS SHELVES
ANTIQUE MEISSEN PORCELAIN FIGURES	18TH CENTURY MONKEY ORCHESTRA, PORCELAIN
ANTIQUE CRYSTAL/ STERLING JARS	COLLECTION OF APPROX 10-15 DRESSING TABLE JARS
LARGE PAPER WALL HANGING	MIXED COLOR IN ACRYLIC FRAME APPROX 8 X 10 FEET
CRYSTAL CANDELABRAS	2 APPROXIMATELY 1 1/2 - 2 FEET TALL
INDONESIAN WALL HANGING	APPROX. 5 FEET X 3 FEET GOLD AND BLACK MULTI
ANTIQUE MEISSEN/DRESDEN PORCELAIN	PEDESTAL COMPOTE BOWL/BOWL HELD UP BY CHERUBS
ANTIQUE CANDLE HOLDERS W/CRYSTALS	2 PINK AND WHITE BOHEMIAN LUSTRE CANDLE HOLDERS
MARBLE/STONE STATUE OF GODDESS	3-4 FEET TALL WHITE
LARGE ANTIQUE SECRETARY ARMOIRE	ABOUT 8 FEET TALL DESIGNER PIECE FILLED W COLLECTIBLES
BLACK SOAPSTONE SCULPTURE	NATIVE NORTHERN AMERICAN INUIT SCULPTURE
PORCELAIN SCULPTURE OF LADY	LADY RECLINING ON DAYBED
INDONESIAN WALL HANGING	APPROX. LADY CARVED OUT OF WOOD PINK/GREEN
MERCEDES ML 350	SILVER / NOT SURE OF YEAR
CARVED CANOPY BED PHYLLIS MORRIS	KING SIZE
LARGE PERSIAN RUG	APPROX 8 X 10 FEET
BLACK / BRONZE LAMP	APPROX 4 FT TALL, VERY HEAVY
DUNES HOTEL PICS/CHIPS/MEMORABILIA	

R.APP000137

FAMILY PICS/PHOTO ALBUMS	OLD PHOTOS, RECORDS, WEDDING ALBUMS,DOCUMENTS
CARY GRANT PICS/SIGNED BOOKS	
STORAGE UNITS FULL OF PERSONAL PROPERTY	
ITEMS FROM SOLANA BEACH CONDO THAT WAS SOLD	

# EXHIBIT 10

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Las Vegas, NV 89149  
(702) 563-4444 Fax (702) 563-4445  
Website: JKirschnerLaw.com



**JERIMY  
KIRSCHNER**  
— & ASSOCIATES PLLC

2302 S Union Ave, #30  
Tacoma, WA 98405  
(253) 240-4444 Fax (206) 538-2008

April 16, 2020

**Sent Via Certified Mail/Email:** [kburns@nvbusinesslaw.com](mailto:kburns@nvbusinesslaw.com)

Saltzman Mugan Dushoff  
Attn: Kenneth Burns  
1835 Village Center Circle  
Las Vegas, NV 89134

**Re: Accounting for Duckworth Family Trust, Dated March 12, 2015**

Dear Mr. Burns,

Our office has received and reviewed the accounting that was provided by Cary Duckworth ("Cary") on March 13, 2020 (the "Accounting") for the Duckworth Family Trust, Dated March 12, 2015 (the "Duckworth Trust"). Unfortunately, there are issues with the Accounting which we are asking your client to address immediately.

First, the Accounting does not provide valuations for personal property. In most estates, this is a minor amount, but not for this one. George Duckworth ("George") and Maureen Duckworth ("Maureen") owned valuable personal property, and it would be unsurprising if the value of these assets exceeded one million dollars. As Cary is aware, Kyla Duckworth ("Kyla") lived in the home for a number of years and was familiar with its contents. Please have Cary submit an amended accounting, which includes the aforementioned personal property values.

Second, the Accounting does not cover the entire time period required. At a minimum, this should include the start date Cary became trustee to the date the Accounting was requested. As a show of good faith this should also include up to the present date. In addition, there appears to be some confusion regarding Cary's start date as trustee that he should clear up. Were Duckworth Trust expenses incurred by him prior to January 23, 2019 a result of him operating under a power of attorney, or did he get the start date for his trusteeship incorrect? If the start date is incorrect, please have the Accounting relate back to the actual start date.

Third, please provide us any resignations of prior trustees for the Duckworth Trust, including but not limited to, resignations for Kyla Duckworth ("Kyla"), Tara Kassity ("Tara"), and George.

R.APP000140

April 16, 2020

**Re: Accounting for Duckworth Family Trust, Dated March 12, 2015**

Page 2

Fourth, we have specific questions regarding individual entries in the Accounting. Specifically:

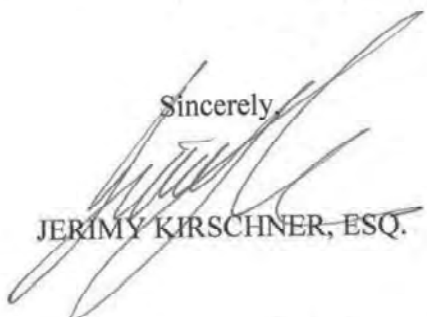
- Can you confirm the loan to Cary Duckworth is supported by a valid promissory note or other document evidencing such loan? Does the loan include interest within its terms of repayment?
- Can you provide the date of the advance to Cary of the 1829 Corta Bella Dr. property ("Corta Bella Property")?
- Were all of the expenses in the Accounting incurred for the benefit of George? If any of the expenses were not incurred for the benefit of George, does Cary have a plan for repayment?

Cary's prompt answers to these questions will be helpful.

Finally, has Cary made a plan of distribution to beneficiaries or an anticipated date of distribution? If so, please provide the plan and dates.

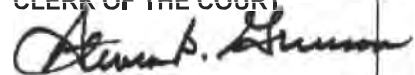
We are requesting that the amended accounting with the aforementioned information and answers be delivered to our office **within two weeks of receipt of this letter**. If you have any questions, feel free to call our office at (702) 563-4444 or email me at [jerimy@jkirschnerlaw.com](mailto:jerimy@jkirschnerlaw.com).

Sincerely,



JERIMY KIRSCHNER, ESQ.

JLK/sjm



1 **OPPS**

2 R. Gardner Jolley

3 Nevada Bar No. 266

4 Email: [nt@juwlaw.com](mailto:nt@juwlaw.com)

5 JOLLEY URG A WOODBURY & HOLTHUS

6 330 S. Rampart Boulevard, Suite 380

7 Las Vegas, Nevada 89145

8 (702) 699-7500 Telephone

9 (702) 699-7555 Facsimile

10 *Attorneys for Trustee*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 In the Matter of

) Case No. P-20-103183-T

) Dept No. 26

14 THE DUCKWORTH FAMILY TRUST

15 Dated March 12, 2015

) **Hearing Date: August 7, 2020**

) **Hearing Time: 9:30 a.m.**

16 **OPPOSITION TO PETITION FOR CONSTRUCTION OF TRUST TERM; PETITION**  
17 **TO COMPEL PROPER ACCOUNTING AND TO COMPEL TURNOVER OF TRUST**  
18 **DOCUMENTS**

19 Cary Duckworth (Cary), as Trustee of the Duckworth Family Trust dated March  
20 12, 2015 by and through his attorneys Jolley Urga Woodbury & Holthus files his  
21 Opposition to the Petition of Kyla Duckworth (Petitioner).

22 **I. Petitioner has not complied with Chapter 165**

23 Petitioner alleged in her Petition that the accounting she received from the Trustee  
24 was "materially deficient" and would not be accepted in the present form. NRS 165.143  
25 specifically provides that if the beneficiary states the accounting does not comply with  
26 the statute, the beneficiary may file a Petition to demand that the Accounting be in  
27 compliance with NRS 165.141. Under NRS 165.143(3) if the court previously has not  
28 accepted jurisdiction over the Trust pursuant to NRS 164.010 and to confirm the Trustee,

1 the beneficiary must include those requests with the Petition relating to rejection of the  
2 Trustee's accounting.

3  
4 For the above reasons, the Petition should be dismissed or at least the Petitioner  
5 should file an amended Petition in compliance with NRS 165.143.

6 **II. Introduction**

7 This Opposition is based upon the following, including the Points and Authorities.  
8  
9 On March 12, 2015 Maureen ("Maureen") and George ("George") Duckworth  
10 established the Duckworth Family Trust hereinafter referred to as the ("Trust"). Both  
11 Maureen and George were named as the original Trustees of the revocable Trust and  
12 upon Maureen's death on June 6, 2018 George became the sole Trustee. Kyla  
13 Duckworth (Kyla), one of the three children of Maureen and George, was caring for her  
14 mother while living at the parents' house at, 1829 Corta Bella Drive, Las Vegas, Nevada  
15 89134 ("Corta Bella" or "Residence"), for approximately four and a half years. In January  
16 2018 Maureen was taken to the hospital by ambulance. After she was released, Kyla  
17 against Maureen's wishes and the other family members; was moved to Las Ventana  
18 Skilled Nursing Facility ("Las Ventana"). However, prior to the time she left the  
19 Residence, Maureen had a house and bank accounts in England ("Bank Accounts" or  
20 "Barclays Account") containing approximately \$350,000.00 which she considered as part  
21 of her separate property. Maureen had always told the family that all of the English  
22 assets were to be distributed equally among the three children. Petitioner had apparently  
23 been made a joint signator on the largest account at Barclays Bank while living at the  
24 Residence.  
25  
26  
27  
28

1 Because of all of the expenses, including medical bills incurred relating to  
2 Maureen, it was necessary for George, based upon his attorney's advice, to request that  
3 monies be paid from the Bank Accounts to pay those bills. (See letter of attorney as  
4 attached as Exhibit A). Prior to the time of her removal to Las Ventana, George and  
5 Maureen were living at the Residence and all of the bills were paid from their joint  
6 account. The attorney for the parents, their accountant and the other children were aware  
7 that the parents were running out of money, but the parents were advised not to sell the  
8 bonds in the Trust because it would be at a loss of tax-free income. Kyla refused to allow  
9 any monies to be released from Maureen's Bank Accounts forcing George to sell the  
10 bonds. Kyla refused to provide to George any money from the Bank Accounts to pay  
11 those bills even though this was an account that was established by Maureen. Instead,  
12 George was forced to pay those bills by selling the bonds in the joint stock brokerage  
13 account in the Trust which created a loss at the time because it was necessary to sell  
14 those bonds. This obviously created a problem in the relationship between Kyla and the  
15 family members by her refusal to provide those monies.

### 16 III. Kyla's Conduct Violates the Contest Clauses

17 Section 7.02 Incontestability on page 15 of the Trust (Exhibit 1) specifically  
18 states that where a beneficiary asserts any claim or other right or interest against the  
19 Trustor's Estate or properties of this Trust, other than pursuant to the express terms  
20 hereof, or directly/indirectly contests, disputes or calls into question, before any of the  
21 validity of this Trust Agreement then such beneficiary shall thereby absolutely forfeit any  
22 and all beneficiary interest whatsoever.

1 The Trust stated that on the death of the Surviving Grantor, the children would  
2 each receive 1/3 of the Trust Estate. Because of the problems with Kyla, George  
3 executed a First Amendment on January 23, 2019 to the Trust pointing out the fact that  
4 Kyla had refused to provide that money for Maureen's care and for that reason the  
5 \$350,000.00 was to be a setoff against her one-third interest in any property that was to  
6 be distributed to her from the Trust. The First Amendment that George made to the Trust  
7 is attached as **Exhibit C**. Kyla's claim to the English assets is a violation of Section  
8 7.05. Furthermore, in Article Fourth in the Special Directives which is attached to the  
9 First Amendment any refusal to provide information relating to the balance in that  
10 account was a result in an "advancement to Kyla of \$350,000.00" from the account in the  
11 United Kingdom. Based upon Article Fourth of the Directive that was attached to the  
12 First Amendment, Kyla was to receive a fifty percent (50%) interest in the Hinson Street  
13 property which was to be valued \$144,000.00 and would be considered as part of her  
14 one-third (1/3) distribution of the Trust Estate. Secondly, this is also reflected in Second  
15 Amendment which is part of **Exhibit C**.

16 Kyla retained an attorney in England (also referred to as the "United Kingdom")  
17 who stated Kyla was making a claim to all of Maureen's Probate assets in England and  
18 also filed a Caveat which caused a delay of the Administration of the Probate. On August  
19 14, 2019, Ken Burns wrote the English attorney for Kyla since he had renewed the Caveat  
20 which prevented the Administration of the estate in the United Kingdom. (**Exhibit B**) The  
21 letter informed Kyla's attorney that the Caveat would be construed as a "contest" of the  
22 Trust and would result in her being eliminated as a beneficiary of the Trust. The letter  
23  
24  
25  
26  
27  
28

1 went into the background of Mr. Burns' position concluding that any further actions by  
2 Kyla would result her no longer being a beneficiary of the Trust. A copy of that letter was  
3 sent to Kyla.  
4

5 In the Amendments by George (**Exhibit C**) any interference with the separate  
6 property of his wife that would be governed by English Law would create a forfeit of  
7 Kyla's interest. George after his wife died did retain a English lawyer to Probate the  
8 separate property of his wife which consisted of a house and Bank Accounts which  
9 contained approximately \$350,000.00 which unfortunately, the majority of the funds had  
10 been put into a Barclays Account by Kyla whereby she was a co-signature on the  
11 account. Kyla's English attorney made a claim for Kyla that she was entitled to the house  
12 and the Bank Accounts in England. George stated that if the Bank Accounts were not  
13 returned to the Estate in England, it would be considered a forfeit of her interest in the  
14 Trust. Kyla has refused to provide any information to the Estate's English attorneys or to  
15 the American attorneys, along with her siblings as to what amount of money was in the  
16 Barclays Account, and also refuses to provide a list of personal property that belonged to  
17 Maureen that Kyla has in her possession of which would be considered part of the Trust  
18 based on Maureen's Will. Maureen's Will and the Trust stated that all personal property  
19 was to be delivered to her husband, George. See Section 3.01 of the Trust/and Section  
20 3.2 in the Will and Amendments (**Exhibit C and Exhibits 1 and 2**).  
21  
22  
23  
24

25 These actions on the part of Kyla therefore bring into play the no contest clauses,  
26 (copies of the clauses are attached to **Exhibit C**). Secondly, her attorney renewed the  
27 "Caveat" challenging the Probate in England (see **Exhibit B**, the August 14, 2019 letter).  
28

#### IV. After Maureen's Death Kyla Hired Her Own Attorney

In the spring of 2018 Kyla hired Brian Steadman of the firm Solomon Dwiggin & Freer. Maureen died on June 16, 2018. Carrie E. Hurtik had been the attorney who prepared the Duckworth Family Trust and continued to represent George and the Trust; however, she did not handle litigation and referred George to Kenneth A. Burns Esquire ("Ken Burns") as the attorney for the Trust since he handled Trust matters regarding issues or any litigation that arose out of those issues.

George died on November 16, 2019. Jerimy Kirschner was hired as the attorney in place of Mr. Steadman. On December 10, 2019, Mr. Kirschner contacted Ken Burns and advised Mr. Burns that he was now the attorney for Kyla (**Exhibit D**). The Probate Petition was filed on December 13, 2019 in Case No. P-19-101561-E and Mr. Kirschner was served with the Probate Petition and the Notice of Hearing. Mr. Kirschner demanded a hearing on the matter for the appointment of Cary as the Executor and requested the Probate Judge hear the matter pursuant to EDCR 4.08. However, Mr. Kirschner failed to appear at the hearing that he had requested (**Exhibit E**). Cary was appointed the Executor on January 31, 2020 and has acted in that position since that time.

Although there was no Court Trust proceeding, Mr. Kirschner sent a letter dated January 17, 2020 to Mr. Burns demanding a Trust accounting within 60 days. Cary requested that the accountant for George and Maureen prepare the accounting which she prepared and then delivered it to Ken Burns for review who in fact finalized the accounting and served Mr. Kirschner. On April 16<sup>th</sup> Mr. Kirschner sent a letter

1 complaining about portions of the accounting claiming it was “materially deficient” and  
2 demanding that Mr. Burns respond within two weeks.

3  
4 Unfortunately, Mr. Burns died suddenly on May 24, 2020. Cary was informed of  
5 his death in the beginning of June. On June 10, 2020, Cary contacted R. Gardner Jolley to  
6 represent him. Mr. Jolley on June 11, 2020 emailed Mr. Kirschner advising him that Ken  
7 Burns had died and he had been contacted to represent the Trust. It wasn’t until after he  
8 was retained that Mr. Jolley discovered that Mr. Kirschner had filed on June 10, 2020 a  
9 Petition for Construction of the Trust Term, Petition to Compel Proper Accounting and to  
10 Compel Turnover of Trust Documents consisting of 11 pages and 10 Exhibits. Cary was  
11 sent a copy of that Petition by Ken Burns’ law firm and Cary forwarded it to Mr. Jolley.  
12 Mr. Kirschner never contacted Mr. Jolley to advise him of the Petition. The Petition was  
13 set for hearing on July 17<sup>th</sup>. Mr. Jolley on June 29, 2020 wrote Mr. Kirschner and asked  
14 that a continuance be granted for two weeks; however, Mr. Jolley never received a  
15 response to that letter.<sup>1</sup> It wasn’t until after Mr. Jolley contacted the Probate  
16 Commissioner’s office and the Clerk’s office who advised him that they would continue  
17 the matter to August 7, 2020 that Mr. Kirschner finally agreed to that on Monday, July 6,  
18 2020.

22 **V. Petitioner has Requested a Construction Regarding the Contest Clause**  
23 **Section and to Compel a Proper Accounting**

24 Petitioner is concerned about the fact that there are two separate contest clauses  
25

26  
27 <sup>1</sup> Interesting enough Mr. Kirschner wrote Ken Burns on December 10, 2019 the he had been retained by  
28 Kyla. On December 13<sup>th</sup>, Ken Burns sent the Notice of Hearing of the Petition for Probate of Will to Mr.  
Kirschner. Over six weeks later, on January 29, 2020 two days before the Probate hearing Mr. Kirschner  
requested a continuance (**Exhibit G**), yet he did not respond to Mr. Jolley requesting a continuance.

1 within the Trust and the Amendment to the Trust. Section 7.02 in the Trust sets forth the  
2 contest clause which provides if any beneficiary asserts any claim (which would include  
3 Kyla's conduct in the English Probate), therefore, the First Amendment indicates George  
4 did plan on Kyla having an interest in the Trust, but based on 7.05 she had to agree not to  
5 challenge the Probate in England (**Exhibit C**). Under English law, 75% of the English  
6 Estate would go to George which would then be deposited in the Trust. 25% would be  
7 distributed directly to the three children in equal shares.  
8  
9

10 After Kyla's attorney made claims as to all of the English assets, George executed  
11 the First Amendment to the Trust (**Exhibit C**) which he was entitled to do adding a  
12 provision 7.05 regarding the "United Kingdom Contest" whereby if Kyla tried to take or  
13 claim any assets under the laws of the United Kingdom it would be considered a contest  
14 whereby she would no longer be considered a beneficiary. As stated in George's Special  
15 Directives, George explained the children were to be treated equally and that was the  
16 reason \$300,000 was used to compensate the inheritance of Cary (page 23 of Special  
17 Directives, **Exhibit F**). In the Amendment, he had also pointed out that the \$350,000.00  
18 in the bank account was a setoff against any interest that Kyla was to receive from the  
19 Trust. Kyla in fact through her attorney that she retained in England made a claim  
20 against those assets thereby bringing into play Section 7.05.  
21  
22

23 George specifically set out in the Amendments what Kyla was to receive and that  
24 the \$350,000 from the Bank Accounts in the United Kingdom would be a set off on any  
25 interest of Kyla. Any remaining assets would then be distributed among the three  
26 children as set for in Paragraph Fifth.  
27  
28

1           **VI. Many of the Allegations Made by the Petitioner are not Correct**

2           First of all, numerous witnesses, including the other children will testify that Kyla  
3           did not have a good relationship with her father, especially going against the wishes of  
4           her father and mother and the other siblings regarding the care of their mother.

5  
6           George and all of the children had been advised by Maureen that she had assets in  
7           England and that upon her death the three children were to receive in equal shares those  
8           assets. The Trustee believes that those assets consist of the present funds in the Bank  
9           Accounts and the Residence in England that is valued in excess of \$400,000.00.  
10          According to the advice given to George when he was Trustee, because there is no Will in  
11          England the Estate of Maureen will be distributed 75% to George which since he is  
12          deceased, will go into the Trust and 25% will be divided among the three children.  
13          However, because Kyla won't provide information, the necessary tax filing was prepared  
14          listing the assets, however, the Probate attorney had to make estimates of value because  
15          Kyla would not provide information regarding the Barclays Account and also has failed to  
16          provide a list of personal property that are in the hands of Kyla, believed to be jewelry and  
17          other items of a similar nature belonging to Maureen.  
18  
19  
20

21          Secondly, Kyla is upset that George did not allow her to make a claim to the  
22          English assets as set forth in the First Amendment that was executed when Kyla went  
23          against the wishes of the rest of the family by claiming the assets in England that was  
24          property that belonged to Maureen and was to go to all three children. For that reason,  
25          George stated that "Kyla Will Be Treated as Having Received an Advancement of  
26          \$350,000.00 from the Account in the United Kingdom."  
27  
28

1           **VII. Kyla Alleges that the \$300,000.00 Gift to Cary is Not Appropriate**

2           George and Maureen in their Wills and in the Trust both stated that Cary was to  
3 receive \$300,000.00 from the Trust assets, because the two other siblings had received  
4 \$300,000.00 each from their grandmother before Cary was born. Both Maureen and  
5 George stated that this would not be a setoff of Cary's one-third interest but merely an  
6 effort to make it equal to what the daughters had received from their grandmother. Kyla  
7 has complained about that advancement in the Petition.  
8

9           It should be noted that in the Special Directives of Maureen in Paragraph 3.1 of  
10 the Trust on page 23 (**Exhibit 1 and Exhibit F**), she specifically provided that \$300,000  
11 would immediately be conveyed to Cary since the sisters, Kyla and Tara had received  
12 money from their grandmother in that amount before the birth of Cary. George put in the  
13 same provision in his Special Directives on page 21 of the Trust and the one attached to  
14 the First Amendment (**Exhibit F**).  
15

16           **VIII. The Response to Statement of Facts in the Petition**

17           Paragraph 1, Admit. Section 3.2 of the Will, attached as **Exhibit 2** to the Petition  
18 conveys all of the assets in which Maureen had an interest were to be distributed to the  
19 Trust save and except the separate property held by her. She also stated "I direct that such  
20 Trust Agreement shall not be administered under court supervision, control or accounting.  
21  
22  
23  
24

25           Paragraph 2, Admit that Maureen executed a Will, attached as **Exhibit 2 to the**  
26 **Petition** was a copy of the Will of Maureen. The Trustee has no information or belief so  
27 therefore denies the other allegations, except to point out that the sole and separate  
28

1 property she referred to was a residence in England and the Bank Accounts containing  
2 \$350,000.00.

3 Paragraph 3 The Trustee has no information or belief and therefore denies this  
4 allegation.  
5

6 Paragraph 4, Deny. Kyla acted against the wishes of Maureen and the rest of the  
7 family.  
8

9 Paragraph 5 and 6, Admit. What is not pointed out is that the facility did not  
10 approve of Kyla living at the Las Ventana claiming she was homeless, but she has a  
11 home in San Diego since 2008 she could have leased out while living in Las Vegas.

12 Paragraph 7, Cary acknowledges that he set up appointments for George to  
13 execute a new Will, dated February 5, 2018 that was prepared by the Trust attorney  
14 Carrie E. Hurtik however, he did it at the instruction of George. The First Codicil to the  
15 last Will was also executed on February 5, 2018 (and set up appoints regarding those  
16 documents referred to in Paragraphs 11, 13 and 15).  
17

18 Paragraphs 8, Admit  
19

20 Paragraph 9, Deny. George in fact on many occasions stated he was lonely and  
21 wanted Maureen to come back to the residence. Late in August 2018, Cary moved in  
22 with his wife and children after Maureen died in June 2018.

23 Paragraph 10, Cary denies that the Petitioner was barred from the home. In fact,  
24 Kyla had taken an adverse position with the family members and in fact did not appear at  
25 the funeral for Maureen. Secondly, although invited to George's birthday, Kyla did not  
26 appear at the event.  
27  
28

1 Cary had tried to contact Kyla on numerous occasions by telephone, but he never  
2 received a return call. Cary did not notify Kyla that her father was in hospice because he  
3 did not know how long George would be in hospice since that he had been advised that  
4 some people are in hospice for as long as six (6) months and then return to their home.  
5

6 Paragraph 11, see Paragraph 7. George in fact met with Ken Burns on at least two  
7 or three occasions at George's home at Corta Bella. The terms of the First Amendment  
8 will speak for themselves and are described below in Paragraph 12.  
9

10 Paragraph 12, Kyla would not cooperate with George by providing monies to pay  
11 Maureen's medical bills and would not cooperate in any way with George as the Trustee  
12 which included her not providing information regarding the Bank Accounts and personal  
13 property that belonged to Maureen that was in the possession of Kyla. For that reason,  
14 Kyla was removed as a Successor Trustee. To date she has never provided that  
15 information to George, Cary or the English Court.  
16

17 Kyla had removed Maureen from the home and because of Kyla's conduct George  
18 executed a new Will dated February 5, 2018 prepared by George's attorney. George then  
19 changed the fiduciaries to eliminate Kyla because of her conduct. Maureen wanted to  
20 remain in her home until her death and always stated that she did not want to go to an  
21 assisted living or another location other than her home. Cary, Tara and George were all  
22 opposed but Kyla made the move without obtaining their approval.  
23  
24

25 Section 7.05 to the Trust came into play because of Kyla's conduct relating to the  
26 assets that were to be Probated in England. George also changed the Trustee to make  
27 Cary Duckworth the Successor Trustee and if Cary was unable to act then Tara. He  
28

1 purposely put Kyla last because of the problems he had had with her. In addition,  
2 because Kyla had not provided information regarding any personal property in her  
3 possession that belonged to Maureen he stated in the First Amendment that the personal  
4 property would be distributed pursuant to any Memorandum and the Trustee would abide  
5 by that Memorandum; however, if there was no Memorandum Cary's discretion as  
6 Trustee would allow him to keep the personal property and if Cary was not living it was  
7 to be distributed to Tara.  
8

9  
10 In Article Fourth of the First Amendment on his death George also gave 50% of  
11 the Hinson house to Kyla and valued it at \$144,000.00 and gave the Las Vegas Residence  
12 to Cary and valued it at \$178,000.00. Both gifts were treated as advancements. He also  
13 pointed out that Kyla would need to provide information regarding the \$350,000.00  
14 otherwise it would be an advancement to her from her 1/3 share. George as the  
15 remaining Trustor was entitled to amend the Trust pursuant to the terms of the original  
16 Trust document.  
17

18 Paragraph 13, see Paragraph 7 and 11  
19

20 Paragraphs 14, Admit  
21

22 Paragraph 15, see Paragraph 7 and 11  
23

24 Paragraphs 16, George died on November 16, 2019; however, he had been in  
25 hospice for only three days.  
26

27 Paragraph 17, Cary had no way of notifying Kyla that her father was in hospice,  
28 since she wouldn't return calls. Cary attempted to contact her by telephone, but she did  
not return the call. The next day, he texted her to advise her that George had died.

1       Paragraph 18, see Paragraph 17

2       Paragraph 19, Deny. The demand was not made upon Cary but instead was a  
3 demand on Mr. Burns who received the letter dated January 17, 2020 (Petitioner's  
4 **Exhibit 7**).

5  
6       Paragraphs 20, Deny

7       Paragraph 21, Deny. Pursuant to the terms of the Trust and the Will, Cary was not  
8 required to produce that information as reflected in Section 9.03 of the First Amendment  
9 of the Trust, (**Exhibit C**) since Kyla was not entitled to receive any of the personal  
10 property. Section 3.2 of the Will provides that on the death of a Trustor all of the  
11 personal property was to be distributed to the Trust, and then distributed pursuant to the  
12 instructions given to the Trustee by Memorandum or "Special Directives" attached as  
13 Exhibit A, however, there was nothing in the Memorandum or Exhibit A. The Trust in  
14 Section 3.01 specifically stated that on the death of the first Trustor all of the personal  
15 property would be distributed to the surviving Grantor as Trustee. George as the  
16 surviving Grantor conveyed the property to Cary to follow the Memorandum for  
17 distribution of the property and if there was no Memorandum, Cary could keep the  
18 property if there were any objections on his method of distributions (**Exhibit C**).

19  
20  
21  
22       The accounting did not have to provide the valuations of the personal property for  
23 two reasons: Pursuant to the Will of Maureen Section 3.2 all of the personal property  
24 would go to the Trust to be distributed as set forth in Exhibit A, however, there was no  
25 Exhibit A list so the assets went to George. On George's death, he provided in the First  
26 Amendment all of that property would be distributed solely by the decision of Cary as the  
27  
28

1 Successor Trustee and that Cary in fact could keep all of the personal property as a  
2 distribution if any claims to the contrary. See Section 9.03 of the First Amendment  
3 **(Exhibit C)** and Section 8.01 of the Trust **(Exhibit 1)**.  
4

5 Paragraph 22, Deny. Section 7.04 of the Trust stated that all the information  
6 relating to the Trust was confidential and only had to be provided to the beneficiary that  
7 would receive the property.  
8

9 Paragraph 23, see Paragraph 21 and 22. Also Kyla failed to provide a list of  
10 personal property that belonged to Maureen, and therefore lost her right to receive any  
11 personal property.  
12

13 Paragraph 24, Admit.  
14

15 Paragraphs 25 and 28, Love Diamond Nails, Off Broadway Shoes or The Jewelers  
16 were expenses for George purchases. Three Popcorn Girl was popcorn that George  
17 bought for Cary's two female minor children. The objection was that Cary did not  
18 provide the liabilities however the credit cards were the liabilities as were the household  
19 expenses for utilities, et al. so that payment of those liabilities were paid after January  
20 2019 even if the debt was incurred before January 23, 2019. The dozens of fast food  
21 purchases were for the benefit of George and the family that were living with George in  
22 2019. The accounting doesn't identify liabilities for any of those entries because those  
23 bills were paid; therefore, they are listed in the credit card and other payments.  
24

25 Paragraph 26, George and Cary had the right to spend money for the family,  
26 keeping in mind that George was the Surviving Trustor of the revocable Trust. Kyla  
27 lived in the house for four and one-half (4 ½) years and used Maureen's credit card to  
28

1 pay the charges which averaged \$4,000.00 - \$5,000.00 per month. Cary was paying the  
2 bulk of the bills, including medical bills by using the parents' checkbook. Kyla refused  
3 to give him her mother's credit card statements which she rerouted to her P. O. Box along  
4 with all of the English mail. Instead she went online to pay the bills which showed up on  
5 the parents' bank account statements without any information as to the charge, therefore,  
6 Cary had no idea what charges were paid by use of the credit card.  
7

8 Paragraph 27, Deny  
9

10 Paragraph 28, see Paragraph 25

11 Paragraph 29, the "advances" to Cary were based upon the Trust Amendments  
12 filed by George whereby Cary was to receive the house at 1829 Corta Bella Drive, Las  
13 Vegas, Nevada 89134 and that the house would be valued at \$178,400 but also was an  
14 advancement of his 1/3 share. The loan of \$43,000.000 was used for improvements to  
15 the house. The First Amendment also conveyed on George's death the 50% interest in  
16 the Hinton residence to Kyla and valued it as \$144, 000.00 as an advancement of her 1/3  
17 share.  
18

19 Paragraph 30, The caretaker, Ms. Van Holten, was a fulltime caregiver for George  
20 at the time because of George's condition which improved, then her assistance was no  
21 longer necessary. Kyla didn't like Ms. Van Holten who was retained after Kyla moved  
22 Maureen out of the Residence. Mr. Jolley has a Guardianship where the caregiver fees  
23 for 24-hour care are in excess of \$13,000 every two weeks which has been approved by  
24 the Court. Cary should not be criticized for spending the money for the care of George  
25 and then reducing it when a fulltime caregiver was not necessary. See also Paragraph 26.  
26  
27  
28

1       Paragraph 31, George, Cary and Tara were entitled to have purchases at fast food  
2 locations, especially on visits to Love Diamond Nails where George often bought lunch  
3 for the employees.  
4

5       Paragraph 32, This Paragraph is denied because the Petition fails to state what  
6 other large unexplained charges were made during the same time and without having  
7 specific information this Paragraph to be denied.  
8

9       Paragraph 33, Mr. Burns believed he needed to do the accounting for 2019. There  
10 are minor expenses after December 31, 2019 through January 17, 2020 which total  
11 approximately \$3,000.00 consisting of money spent to remove items from the house and  
12 storage that had belonged Kyla or to George. These storage units are available for  
13 inspection by Kyla. The accounting was prepared by the accountant for the Trust and put  
14 in final form by Ken Burns who believed that based on the letter he received that he was  
15 to provide an accounting for the year 2019 which he did.  
16

17       Paragraph 34, Deny. All the liabilities were shown as paid that were incurred  
18 during that period of time in 2019.  
19

20       Paragraph 35, Deny. The letter was sent to Ken Burns who died on May 24, 2020.  
21 No other attorney other than Mr. Burns was involved in the Trust. Secondly, as stated in  
22 Paragraph 19, Kyla had no right to that information since she was not to receive any of  
23 the personal property that was referred to in George's Amendments to the Trust. Under  
24 Section 7.04 of the Trust, benefits were confidential and since Kyla did not receive any  
25 of the personal property she was not entitled a value of that personal property, see also  
26 Sections 3.01 of the Trust and also Section 9.03 of the First Amendment.  
27  
28

1           Paragraph 36, Deny.

2           The present attorney, R. Gardner Jolley sent a letter on June 11, 2020 to Mr.  
3           Kirschner advising him that he had been contacted to represent Cary as Trustee of the  
4           Trust but had not been retained. Mr. Jolley was not aware the Petition had been filed by  
5           Mr. Kirschner. Mr. Jolley never received a response to that letter. Mr. Jolley did not  
6           receive a copy of the Petition until Ken Burns former firm, Saltzman Mugan Dushoff  
7           sent a copy to Cary and advised him to provide it to his new attorney who ever that may  
8           be. Mr. Jolley after he had been retained, then sent a second letter after he had been  
9           retained requesting Mr. Kirschner meet with Mr. Jolley to discuss the matter and maybe  
10          resolve certain things or in the alternative at least give Mr. Jolley an additional two weeks  
11          to respond to the Petition that had been filed. Mr. Kirschner never responded to the  
12          second letter although requested to do so by June 29, 2020 until July 6, 2020 after the  
13          hearing had been continued (see Paragraph 5 and 6).

14                   **IX. Kyla is Not Entitled to Require that the Personal Property in the**  
15                   **Possession of the Trustee Needs to be Valued Since She is Not Entitled to**  
16                   **Receive Any of that Property**

17           In the Trust, Maureen gave all the personal property to George as Trustee.  
18           **(Exhibit 1)** Section 3.01 and in her Will in Section 3.2 **(Exhibit 2)**. George in his First  
19           Amendment provided that all of the personal property would be given to the Trustee who  
20           could distribute the property pursuant to a Memorandum however if there was no  
21           Memorandum or if Cary didn't distribute the personal property it would all belong to  
22           Cary. The Trust specifically states in Section 7.04 that any benefits are confidential and  
23           stating the Trustors' further declare that it is "their desire and intent that the provisions of  
24           George in his First Amendment provided that all of the personal property would be given to the Trustee who  
25           could distribute the property pursuant to a Memorandum however if there was no  
26           Memorandum or if Cary didn't distribute the personal property it would all belong to  
27           Cary. The Trust specifically states in Section 7.04 that any benefits are confidential and  
28           stating the Trustors' further declare that it is "their desire and intent that the provisions of

1 this Trust Agreement are to remain confidential as to all parties.” The Trustor directs that  
2 only the information concerning the benefits to any particular beneficiary shall be  
3 revealed to such individual and that no individual shall have a right to information  
4 concerning the benefits to any other beneficiary. Since Kyla will not provide information  
5 on Maureen’s personal property in her possession, Cary is entitled to keep all of the  
6 personal property and there is no need for him to provide a valuation. Secondly, this  
7 information is confidential and therefore does not have to be produced.  
8  
9

10 **X. Cary was Entitled to Receive \$300,000.00 since Kyla and Tara had Each**  
11 **Previously Received \$300,000.00**

12 Both George and Maureen specifically stated in the Trust that because the two  
13 daughters had received \$300,000.00 each from their grandmother before Cary was born  
14 that Cary was to receive \$300,000.00 before the remainder of the Trust that was to be  
15 divided between the three children. This was stated in Article Third of Maureen’s Special  
16 Directives to the Trustee and in Article Third of George’s Special Directives and also  
17 restated in his Amendments to the Trust.  
18

19 **XI. CONCLUSION**

20 A. Contrary to Kyla’s position, George in the Amendments to the Trust also stated  
21 that if Kyla refused to provide information regarding the Bank Accounts containing  
22 \$350,000.00 that the \$350,000.00 would be a setoff against her one-third (1/3) interest in  
23 the Estate. In fact based upon the contest clauses attached in **Exhibit C**, based on Kyla’s  
24 conduct, Care as Trustee could declare at this point in time she is no longer a beneficiary  
25 of the Trust.  
26  
27

28 B. Kyla has no right to receive information or value of personal property.

1 C. The Accounting met the requirements of Nevada Revised Statutes.

2 D. It was obvious from the way Mr. Kischner wrote his Demand Letter for an  
3 Accounting that the period was to cover in compliance with Chapter 165. Cary took over  
4 on January 23, 2019. Ken Burns, correctly or not believed that meant that the Accounting  
5 should be for the year 2019 which is what Mr. Kirschner received. In the period January  
6 1 through January 17, 2020 amounted to bills totaling less than \$3,000.00 since George  
7 had died in November 2019. If the Petitioner continues to demand the account covers the  
8 period through January 17, 2020 under NRS 165.1214(3)a beneficiary is only entitled to  
9 one accounting per calendar year so Kyla cannot demand any further accounting through  
10 2020.

11 E. Kyla also claimed there were no liability statements in the accounting but she is  
12 incorrect. The accounting specifically referred to the credit cards and the payment of  
13 utility bills which are all set forth in the Accounting which consists of 18 pages  
14 (Exhibit 8).

15 F. Cary as Trustee cannot make a plan for settlement of the Trust because of Kyla's  
16 refusal to provide the information in her possession relating to the English assets. The  
17 only alternatives are to declare that Kyla has violated the no contest clauses or for her to  
18 accept a settlement that sets off \$350,000.00 from her 1/3 share.

19 G. Cary as the Trustee should be awarded attorney's fees and costs for having to  
20 respond to Kyla's Petition based upon the fact that she has not complied with Chapter  
21 165 and that she has failed to honor her parents' wishes as to the distribution of the assets  
22  
23  
24  
25  
26  
27  
28

WOODBURY & HOLMES  
ATTORNEYS AT LAW  
300 S. MAIN STREET, SUITE 300, LAS VEGAS, NV 89101  
TEL: (702) 659-7500 FAX: (702) 659-7555

041175

VERIFICATION

I, Cary Duckworth, declare under penalty of perjury of the State of Nevada that he is the Trustee of the Duckworth Family Trust, dated March 12, 2015 in the above matter; he has read the foregoing Opposition to Petition for Construction of Trust Terms; Petition to Compel Proper Accounting and to Compel Turnover of Trust Documents, knows the contents therein, and the same is true of his own knowledge, except as to those matters therein stated on information and belief, and as to those matters, he believes them to be true.

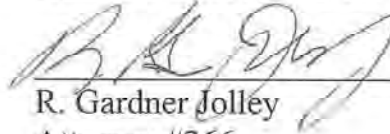
DATED this 50 of July, 2020.

  
Cary Duckworth

1 that belonged to Maureen and George which in fact may lead to her losing her right to be  
2 a beneficiary of the Trust and the English Estate.

3 DATED this 30<sup>th</sup> day of July, 2020.  
4

5 JOLLEY URGAL WOODBURY & HOLTHUS

6   
7

8 R. Gardner Jolley

9 Attorney #266

10 330 S. Rampart Boulevard, Suite 380

11 Las Vegas, Nevada 89145  
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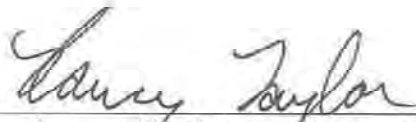
**CERTIFICATE OF SERVICE**

I hereby certify that I am employed in the County of Clark, State of Nevada, am over the age of 18 years and not a party to this action. My business address is Jolley Urga Woodbury & Holthus, 330 S. Rampart Boulevard, Suite 380, Las Vegas, Nevada, 89145.

On this day I served the Substitution of Attorneys in this action or proceeding electronically with the Clerk of the Court via the Odyssey E-File and Serve system, which will cause this document to be served upon the following counsel of record:

Jerimy L. Kirschner, Esq.  
JERIMY KIRSCHNER & ASSOCIATES, PLLC  
5550 Painted Mirage Road, Suite 320  
Las Vegas, Nevada 89149  
*Attorney for Kyla Duckworth*

I certify under penalty of perjury that the foregoing is true and correct, and that I executed this Certificate of Service on July 30, 2020, at Las Vegas, Nevada.



An employee of Jolley Urga Woodbury & Holthus

# EXHIBIT “A”

R.APP000165

# HURTIK LAW & ASSOCIATES

ATTORNEYS AT LAW  
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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.

R.APP000166

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.

HURTIK LAW & ASSOCIATES  
August 31, 2017  
Page 3 of 3

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.

R.APP000168

# EXHIBIT “B”

R.APP000169

# KOLESAR & LEATHAM

ATTORNEYS AT LAW

400 SOUTH RAMPART BLVD., SUITE 400  
LAS VEGAS, NEVADA 89145  
702.362.7800  
klinevada.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)

# EXHIBIT “C”

R.APP000172

**FIRST AMENDMENT  
TO THE "DUCKWORTH FAMILY TRUST"  
(DATED MARCH 12, 2015)  
BETWEEN  
GEORGE M. DUCKWORTH  
(SURVIVING TRUSTOR)  
AND  
GEORGE M. DUCKWORTH  
(SURVIVING TRUSTEE)**

\* \* \*

In exercise of the rights reserved to the Surviving Grantor under ARTICLE ONE, Section 1.08 of the "DUCKWORTH FAMILY TRUST" dated March 12, 2015, I hereby amend said Trust Agreement, effective for all purposes from and after the time of execution of this instrument, in the following respects:

1. I hereby add Section 7.05 to ARTICLE SEVEN as follows:

Section 7.05 United Kingdom Contest

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. Any such action will result in the proponent of such action to no longer be considered a beneficiary of this Trust and shall receive no distribution from this Trust including any distribution of specific assets provided for herein.

2. I hereby revise Section 9.01 of ARTICLE NINE to read as follows:

Section 9.01 Trustees.

All Trustees are to serve without bond. The following will act as Trustees of any Trusts created by this Trust Agreement, in the following order of succession:

- First: The undersigned, GEORGE M. DUCKWORTH, the surviving Trustee;
- Second: At the death, incapacity or resignation of GEORGE M. DUCKWORTH, CARY J. DUCKWORTH as my Successor Trustee;
- Third: If Cary J. Duckworth should be unable or unwilling to act or to continue to act as Successor Trustee, then TARA E. KASSITY shall act as Second Successor Trustee;
- Fourth: If Tara E. Kassity should be unable or unwilling to act or to continue to act as Successor Trustee, then KYLA M. DUCKWORTH shall act as Third Successor Trustee;

3. I hereby revise Section 9.03 of ARTICLE NINE to read as follows:

Section 9.03 Personal Property Distribution

Notwithstanding any provision of this Trust Agreement to the contrary, the Trustee must abide by any memorandum by the Trustor, particularly that contained in the section entitled "Special Directives" incorporated into this Trust Instrument, directing the disposition of Trust Assets of every kind, including, but not limited to, furniture, appliances, furnishings, pictures, artwork, china, silverware, glass, books, jewelry, wearing apparel, and all policies of fire, burglary, property damage, and other insurance on or in connection with the use of this property.

Any other personal and household effects of Trustor shall be distributed as 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, if living or, if not living, to TARA E. KASSITY.

4. I hereby revise the Special Directives of George M. Duckworth to read as follows:

**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.

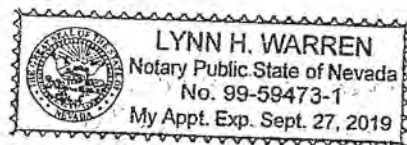
IN WITNESS WHEREOF, the Surviving Trustor and the Surviving Trustees has  
executed this First Amendment to the Trust Agreement on this 23<sup>rd</sup> day of  
January, 2019.

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



**SECOND AMENDMENT  
TO THE "DUCKWORTH FAMILY TRUST"  
(DATED MARCH 12, 2015)  
BETWEEN  
GEORGE M. DUCKWORTH  
(SURVIVING TRUSTOR)  
AND  
GEORGE M. DUCKWORTH  
(SURVIVING TRUSTEE)**

\* \* \*

In exercise of the rights reserved to the Surviving Grantor under ARTICLE ONE, Section 1.08 of the "DUCKWORTH FAMILY TRUST" dated March 12, 2015, I hereby amend said Trust Agreement, effective for all purposes from and after the time of execution of this instrument, in the following respects:

1. I hereby revise the Fourth Special Directive of George M. Duckworth to read as follows:

**FOURTH**

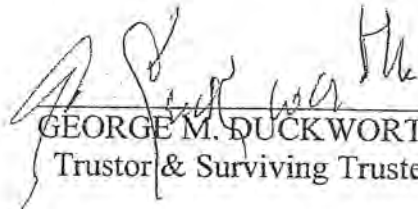
My daughter KYLA is to receive the one-half interest in the residence located at 1627 Hinson Street, Las Vegas, NV 89102, (in which this Trust has a 50% interest) which was appraised of a total value of \$360,000 on June 16, 2018, with the trust's one-half interest being \$180,000. For purposes of the 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 and/or in the Isle of Man, a British Crown dependency, belonging as

separate property of my late wife, MAUREEN. To the extent these accounts, or any other financial accounts wherever located held by MAUREEN with KYLA as a co-signatory or jointly, 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 or elsewhere may be subject to estate, death or inheritance taxes in the United Kingdom or elsewhere and any such tax required to be paid by MAUREEN's estate in the United Kingdom or elsewhere with respect to those accounts shall be considered an advancement toward her one-third share of the residuary.


IN WITNESS WHEREOF, the Surviving Trustor and the Surviving Trustees has executed this Second Amendment to the Trust Agreement on this 20<sup>th</sup> day of MARCH, 2019.

  
\_\_\_\_\_  
GEORGE M. DUCKWORTH, Surviving  
Trustor & Surviving Trustee

STATE OF NEVADA     )  
                                  ) ss:  
COUNTY OF CLARK    )

On March 20<sup>th</sup>, 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

# THE DUCKWORTH FAMILY TRUST

## Section 7.02 Incontestability

The beneficial provisions of this Trust Agreement are intended to be in lieu of any other rights, claims, or interests of whatsoever nature, whether statutory or otherwise, except bona fide pre-death debts, which any beneficiary hereunder may have in Trustor's Estate or in the properties in trust hereunder. Accordingly, if any beneficiary hereunder asserts any claim (except a legally enforceable debt), statutory election, or other right or interest against or in Trustor's Estate, or any properties of this Trust, other than pursuant to the express terms hereof, or directly/indirectly contests, disputes, or calls into questions, before any court, the validity of this Trust Agreement, then:

- a) Such Beneficiary shall thereby absolutely forfeit any and all beneficial interest of whatsoever kind of nature which such beneficiary or his or her heirs might otherwise have under this Trust Agreement. Any beneficial interest forfeited hereunder, shall thereupon be appropriately and proportionately increased for the benefit of the remaining Beneficiaries; and,
- b) All of the provisions of this Trust Agreement, to the extent that they confer any benefits, powers, or rights whatsoever upon such claiming, electing or contesting beneficiary, shall thereupon become absolutely void; and
- c) Such claiming, electing, or contesting beneficiary, if then action as Trustee hereunder, shall automatically cease to be a Trustee and shall thereafter be ineligible to select, remove, or become a Trustee hereunder.

## FIRST AMENDMENT TO THE "DUCKWORTH FAMILY TRUST"

1. I hereby add Section 7.05 to ARTICLE SEVEN as follows:

### Section 7.05 United Kingdom Contest

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. Any such action will result in the proponent of such action to no longer be considered a beneficiary of this Trust and shall receive no distribution from this Trust including any distribution of specific assets provided for herein.

# EXHIBIT “D”

R.APP000182



**JERIMY  
KIRSCHNER**  
— & ASSOCIATES PLLC

JERIMY L. KIRSCHNER, ESQ.  
Admitted in Nevada and Washington

December 10, 2019

Sent Via Certified Mail/Email: [info@klnevada.com](mailto:info@klnevada.com)

Cary Duckworth  
c/o Kolesar & Leatham  
Attn: Kenneth Burns  
400 S Rampart Blvd, #400  
Las Vegas, NV 89145

Re: Cary Duckworth, Trustee the Duckworth Family Trust Dated March 12, 2015.


Hello Mr. Burns,

Please be advised that our office represents Kyla Duckworth ("Kyla"). As you are aware, Kyla is a beneficiary of the Duckworth Family Trust Dated March 12, 2015 (the "Duckworth Trust"). To date, Kyla has only been provided redacted copies of amendments to the Duckworth Trust which post-date her mother's passing.

Pursuant to NRS 165.147, Kyla is hereby requesting that your client, Cary Duckworth, provide a copy of the entire Duckworth Trust, including amendments, without redaction by December 31, 2019.

Thank you for your prompt attention to this matter.

Sincerely,

  
JERIMY KIRSCHNER, ESQ.

JLK/sjm

cc: Kyla Duckworth

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

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

2302 S Union Ave, C-30  
Tacoma, WA 98405  
(253) 240-4444 Fax (206) 538-2008  
R APP000183

# EXHIBIT “E”

R.APP000184

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P-19-101561-E      In the matter of:  
George Duckworth, Deceased

---

January 31, 2020      09:30 AM      Petition for Probate of Will and for Issuance of Letters

HEARD BY:      Yamashita, Wesley      COURTROOM: RJC Courtroom 16B

COURT CLERK: Chun, Sharon

RECORDER:

REPORTER:

PARTIES PRESENT:

**JOURNAL ENTRIES**

Matter being on the Approved List and there being no objection heard, COMMISSIONER RECOMMENDED, PETITION GRANTED, Will Admitted, No Bond, Full/General Administration APPROVED.

# EXHIBIT “F”

R.APP000186

**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.

...

...

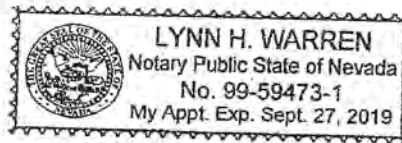
IN WITNESS WHEREOF, the Surviving Trustor and the Surviving Trustees has  
executed this First Amendment to the Trust Agreement on this 23<sup>rd</sup> day of  
January, 2019.

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



**SPECIAL DIRECTIVES  
OF  
MAUREEN D. DUCKWORTH**

I, MAUREEN D. 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 husband – GEORGE M. DUCKWORTH
- 2) My daughter – TARA ELYZE KASSITY;
- 3) My daughter – KYLA MICHELE DUCKWORTH.
- 4) 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. There are no other children that are my descendants.

**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**

3.1 Upon both my husband's and my death, I specifically direct the Trustees to distribute immediately Three Hundred Thousand Dollars (\$300,000.00) to CARY JAY DUCKWORTH and thereafter all of the remainder of our estate shall be split equally between our three children:

TARA ELYZE KASSITY  
KYLA MICHELE DUCKWORTH  
CARY JAY DUCKWORTH

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

OLIVIA DUCKWORTH  
ASHLEY DUCKWORTH  
LAUREN KASSITY

CHASE KASSITY

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

LAUREN KASSITY  
CHASE KASSITY

- c) Should KYLA MICHELE DUCKWORTH predecease my husband or myself KYLA MICHELE DUCKWORTH's portion of my estate shall pass to our 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 my husband or myself then CARY JAY DUCKWORTH's portion of my estate shall pass equally to our 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 my husband and myself. The grandchildren shall not receive any inheritance until they attain the age of twenty-five years (25) old.

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#### FOURTH

I direct that before any distributions of the assets of the Trust Estate are made to the named Beneficiary, certain specific distributions, if any, shall be made from the assets as set forth on the list attached hereto and marked "Exhibit A."

#### FIFTH

I hereby acknowledge and accept the "Special Directives" if any of my spouse.

Maureen D Duckworth  
MAUREEN D. DUCKWORTH

George M Duckworth  
GEORGE M. DUCKWORTH

THEREFORE, THIS REVOCABLE TRUST AGREEMENT, DATED THIS 12 DAY OF MARCH 2015, WE, GEORGE M. DUCKWORTH AND MAUREEN D. DUCKWORTH, AFFIX OUR SIGNATURES TO THIS TRUST AGREEMENT, DATED MARCH 12 2015.

#### TRUSTORS:

George M Duckworth  
GEORGE M. DUCKWORTH

Maureen D Duckworth  
MAUREEN D. DUCKWORTH

#### ACCEPTED BY TRUSTEES:

George M Duckworth  
GEORGE M. DUCKWORTH

Maureen D Duckworth  
MAUREEN D. DUCKWORTH

///

STATE OF NEVADA       )  
                                  )ss:  
COUNTY OF CLARK     )

On this 12<sup>th</sup> day of MARCH, 2015, before me, the undersigned notary public, personally appeared GEORGE M. DUCKWORTH and MAUREEN D. DUCKWORTH, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed hereto, and acknowledged to me that they did execute the same for the purpose expressed therein.

Witness my hand and official seal.



*Xiomara G. Suarez*  
Notary Public in and for said  
County and State.

**EXHIBIT A:**  
**SPECIFIC DISTRIBUTIONS**



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  
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[jerimy@jkirschnerlaw.com](mailto: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.

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

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

## II. STATEMENT OF FACTS.

### A. GEORGE DUCKWORTH’S SEVERE COGNITION IMPAIRMENTS & PHYSICAL CONDITION

On November 16, 2019, George Duckworth (“George”) died of “End Stage Senile Degeneration of the Brain.”<sup>1</sup> George had been battling Alzheimer’s for a number of years prior to his death, with a caregiver’s letter on June 9, 2016 noting that his cognition impairment began in early 2016.<sup>2</sup> Petitioner and George’s financial advisor, Mansoor Kisat (“Mansoor”) were also discussing George’s cognition failures in emails as far back as June 16, 2016. In one such exchange, Mansoor and Petitioner stated:

Thank you for sending the letter to [George]. 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).*<sup>3</sup>

...

When I spoke to [George] he tried to write the information down, could not follow the number and got upset with me as he was getting frustrated... I did suggest that maybe he should have you or your brother get involved in this but he adamantly refused<sup>4</sup>

<sup>1</sup> Exhibit 13 – Death Certificate for George Duckworth.

<sup>2</sup> Exhibit 14 – June 9, 2016, Letter from Caregiver Marcos Gomez, PA-C

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

<sup>4</sup> *Id.* (Mansoor)

In June 2017, per doctor's orders, George starting taking the powerful Memantine.<sup>5</sup> 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)."<sup>6</sup> 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.<sup>7</sup>

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."<sup>8</sup> 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.<sup>9</sup> 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

<sup>5</sup> **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**

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

<sup>7</sup> *See*, Exhibit 16

<sup>8</sup> *See*, Exhibit 14; *See also*, Exhibit 16-17

<sup>9</sup> *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:

<b>Pneumonia</b> (J18.9)	Anticoagulated on Coumadin (Z51.81)
<b>Severe sepsis</b> (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) <sup>10</sup>
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.<sup>11</sup> 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”).<sup>12</sup> Neither Cary, Tara nor the counsel drafting the Amended POA notified Petitioner the old power of attorney had been revoked.

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

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

<sup>12</sup> 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.<sup>13</sup> 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 5JCER92 JEEP WILL HAVE A CB STICKER CALL CARY IF SHE ARRIVES ON PROPERTY .....

<sup>14</sup> (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."<sup>15</sup>

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.<sup>16</sup> 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.

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

<sup>14</sup> Exhibit 21 – Picture of of HOA Guardhouse Orders (emphasis added).

<sup>15</sup> Exhibit 22 – March 2, 2018 Email from Tara to Kyla and Cary

<sup>16</sup> 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."<sup>17</sup>

### 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 Brain,"<sup>18</sup> Cary again arranged for George to amend his estate planning.<sup>19</sup> The January 23, 2019, estate planning changes consisted of (1) a codicil to his Will ("Codicil");<sup>20</sup> (2) a special directive relating to George's property ("Special Directive");<sup>21</sup> and (3) the First Amendment to the Duckworth Family Trust ("First Amendment to Trust").<sup>22</sup> 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 George<sup>23</sup> who suffered from a host of disabilities.<sup>24</sup>

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

#### 1. January 23, 2019 Special Directive

The Special Directive<sup>26</sup> 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.<sup>27</sup> The Special Directive identifies the Corta Bella Property is being valued at "\$598,000,"<sup>28</sup> however, comparable values show the Corta Bella Property being worth over \$870,000 at the time of transfer.<sup>29</sup> The Special Directive then gave Cary an *additional* "20%" discount on the value of the Corta Bella Property as part of its transfer to

<sup>17</sup> See, Opposition, Pg. 16, Ln. 1-2.

<sup>18</sup> See, Exhibit 13.

<sup>19</sup> See, Exhibit 13; See Also, Opposition, Pg. 1, Ln. 12-17.

<sup>20</sup> See, Petition, Exhibit 5.

<sup>21</sup> See, **Exhibit 23 – January 23, 2019 Special Directive regarding Property**

<sup>22</sup> See, Petition, Exhibit 4.

<sup>23</sup> See, Opposition, Pg. 16, Ln. 1-2.

<sup>24</sup> See, e.g. Exhibit 16-17.

<sup>25</sup> See, Petitioner, Exhibit 5.

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

<sup>27</sup> See, Exhibit 23, Section 3.

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

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

him. When Cary transferred the home to himself the very next day there was no value declared at all.<sup>30</sup>

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

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

## 2. January 23, 2019 First Amendment To Trust

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

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

<sup>31</sup> See, Exhibit 23, Section 3.

<sup>32</sup> See, Petition, Exhibit 9.

<sup>33</sup> See, Exhibit 23, Section 4.

<sup>34</sup> 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")

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

<sup>36</sup> See, Exhibit 1, Section 9.01

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

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.<sup>39</sup> 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."<sup>40</sup> 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.<sup>41</sup> The amendment broadened the definition of Maureen's separate property which could be used to reduce Petitioner's distribution under the Trust.

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<sup>37</sup> See, Petition, Exhibit 4, Pg. 2, Section 9.01.

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

<sup>39</sup> 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")

<sup>40</sup> See, Petitioner, Exhibit 4, Pg. 1, Section 7.05.

<sup>41</sup> 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.<sup>42</sup> 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.<sup>43</sup> Although Cary had already transferred the Corta Bella Property to himself on January 23, 2019,<sup>44</sup> 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 Associations<sup>45</sup>

This does not include the thousands in unexplained furniture purchases,<sup>46</sup> unexplained large "reimbursements" to Cary,<sup>47</sup> expenses for construction companies when George had no home as a result of the Special Directive,<sup>48</sup> 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.<sup>49</sup> Many of these same expenses continued to be paid with trust funds after George had passed away.<sup>50</sup>

#### 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,<sup>51</sup> and I know they will listen to your

<sup>42</sup> See, Petition, Section II (B)(ii).

<sup>43</sup> See, Petition, Exhibit 8 *en passim*.

<sup>44</sup> See, Exhibit 23-24.

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

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

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

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

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

<sup>50</sup> See, Petition, Exhibit 8 DU000716.

<sup>51</sup> The Hurtik and Associates, PLLC employee.

voice of reason.”<sup>52</sup> 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.”<sup>53</sup>

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.”<sup>54</sup> 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).”<sup>55</sup> 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,<sup>56</sup> however Mrs. Hurtik was supposed to create a separate trust for Maureen’s separate property.<sup>57</sup>

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.<sup>58</sup> 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.”<sup>59</sup> In the letters, Ms. Hurtik accused Petitioner of

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<sup>52</sup> See, Exhibit 26 – January 31, 2015 Email from Tara to Rachel Shelstad

<sup>53</sup> *Id.*

<sup>54</sup> *Id.*

<sup>55</sup> *Id.*

<sup>56</sup> See, Exhibit 1.

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

<sup>58</sup> See, Exhibit 28 – August 31, 2017 Letter from Hurtik to Siblings.

<sup>59</sup> See, Exhibit 29 – April 30, 2018, Hurtik Letters Maureen Care Providers

1 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.<sup>60</sup> 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 the US attorney on November 8, 2018. In addition to the letters being wrong on the facts,  
6 neither George or Maureen had engaged Mrs. Hurtik at this time, so her appearance was not on  
7 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.<sup>61</sup> In the message Mrs. Hurtik alleged Petitioner was wrong for  
10 allowing her mother to be in Las Ventanas, accusing Petitioner ”sticking Maureen in a nursing  
11 home,” of wasting money on caregivers, and claiming that Petitioner had taken family funds.  
12 Again, Ms. Hurtik was wrong on each point, but Ms. 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 Petitioners 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 over four and 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

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

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

1 evidencing those appointments.<sup>62</sup> 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,<sup>63</sup> 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 paused  
11 administration of Maureen's English estate.

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

13 We are instructing our Solicitors, Bramsdon & Childs, to file a warning off on or  
14 about August 22, 2019, and it is our understanding that your client will have seven  
15 (7) days to respond to prevent the removal of the caveat. *We wish to inform your*  
16 *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.<sup>64</sup>

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

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

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

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

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

<sup>65</sup> *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.<sup>66</sup> 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.<sup>67</sup> On its face, the Special Directive gave Cary a 20% discount on the value of the Corta Bella Property,<sup>68</sup> 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.

<sup>66</sup> See, Fn. 12 & 17.

<sup>67</sup> See, Exhibit 23.

<sup>68</sup> *Id.*, Section 3.

There was no benefit to George, the principle under the Amended POA,<sup>69</sup> of losing his home and all of his furnishings which he used and relied upon every day of his life. George was a vulnerable<sup>70</sup> and dependent adult<sup>71</sup> which had been successfully isolated from Petitioner<sup>72</sup> and which made him particularly susceptible Cary's undue influence. Cary then continued the abuse, using George's remaining funds in the Trust to continue paying for ongoing utilities and maintenance of the Corta Bella Property despite Cary having transferred the home to himself on January 24, 2019.<sup>73</sup> In every way the First Amendment was a massive detriment to George and an unconscionable benefit to Cary.

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

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<sup>69</sup> or his old POA for that matter.

<sup>70</sup> See, NRS 205.4629

<sup>71</sup> See, NRS 155.0937

<sup>72</sup> *Supra*

<sup>73</sup> See, Exhibit 24.

<sup>74</sup> See, Exhibit 1, Section 2.01 and Section 2.04.

<sup>75</sup> See, Exhibit 1, Section 2.05

<sup>76</sup> See, Exhibit 1, Section 4.01, Pg. 20-21 - Special Directive

<sup>77</sup> See, Exhibit 1, Section 9.01.

<sup>78</sup> See, Exhibit 23, Section 3.

<sup>79</sup> *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.<sup>80</sup> 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)*.

<sup>80</sup> *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.<sup>81</sup> 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

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28 <sup>81</sup> *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.<sup>82</sup> George was noted as having mental cognition problems as far back as 2016, with physician assistants<sup>83</sup>, family members<sup>84</sup>, and financial advisors<sup>85</sup> all noticing substantial cognition problems. George was on powerful medications designed to ameliorate, but not eliminate the effects of his Alzheimer's for

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<sup>82</sup> *See*, Exhibit 13.

<sup>83</sup> *See*, Exhibit 14

<sup>84</sup> *See*, Exhibit 14 and 16.

<sup>85</sup> *See*, Exhibit 15.

years before the First Amendment and Second Amendment.<sup>86</sup> George was often in a fog of confusion and had severe short term memory issues.<sup>87</sup> 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.<sup>88</sup> 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.<sup>89</sup>

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.<sup>90</sup> When required to list the value in the home under penalty of perjury on the Declaration of Value, George listed nothing.<sup>91</sup> 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.<sup>92</sup> 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**

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<sup>86</sup> See, Exhibit 16 and Exhibit 17.

<sup>87</sup> See, Exhibit 15.

<sup>88</sup> See, Exhibit 23, Section 3.

<sup>89</sup> See, Exhibit 16, Exhibit 17.

<sup>90</sup> See, Exhibit 23; *c.f.* Exhibit 24.

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

<sup>92</sup> *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

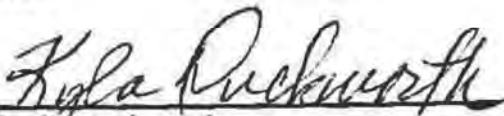
13 /s/Jerimy L. Kirschner, Esq. \_\_\_\_\_  
14 JERIMY L. KIRSCHNER, ESQ.  
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17 Las Vegas, NV 89149  
18 Telephone:(702) 563-4444  
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VERIFICATION

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  
OCCURRED  
IMMEDIATE  
CAUSE  
STATING THE  
UNDERLYING  
CAUSE LAST

1a. DECEASED-NAME (FIRST,MIDDLE, LAST,SUFFIX) <b>George Michael DUCKWORTH</b>		2. DATE OF DEATH (Mo/Day/Year) <b>November 16, 2019</b>		3a. COUNTY OF DEATH <b>Clark</b>	
3b. CITY, TOWN, OR LOCATION OF DEATH <b>Las Vegas</b>		3c. HOSPITAL OR OTHER INSTITUTION -Name (If not either, give street or Inpatient (Specify) <b>Nathan Adelson Hospice-Tenaya Hospice Facility (HFS)</b>		4. SEX <b>Male</b>	
5. RACE (Specify) <b>White</b>		6. Hispanic Origin? Specify No - Non-Hispanic		7a. AGE-Last Birthday (Years) <b>95</b>	
9a. STATE OF BIRTH (If not US/CA, name country) <b>Missouri</b>		9b. CITIZEN OF WHAT COUNTRY <b>United States</b>		10. EDUCATION <b>13</b>	
11. MARITAL STATUS (Specify) <b>Widowed</b>		12. SURVIVING SPOUSE'S NAME (Last name prior to first marriage)		8. DATE OF BIRTH (Mo/Day/Yr) <b>June 26, 1924</b>	
13. SOCIAL SECURITY NUMBER <b>3584</b>		14a. USUAL OCCUPATION (Give Kind of Work Done During Most of <b>Owner</b>		14b. KIND OF BUSINESS OR INDUSTRY <b>HOTEL/CASINO</b>	
15a. RESIDENCE - STATE <b>Nevada</b>		15b. COUNTY <b>Clark</b>		15c. CITY, TOWN OR LOCATION <b>Las Vegas</b>	
15d. STREET AND NUMBER <b>1829 Corta Bella Drive</b>		15e. INSIDE CITY LIMITS (Specify Yes or No) <b>Yes</b>		14c. Ever in US Armed Forces? <b>Yes</b>	
16. FATHER/PARENT - NAME (First Middle Last Suffix) <b>Charles J RICH</b>			17. MOTHER/PARENT - NAME (First Middle Last Suffix) <b>Evelyn MCGRATH</b>		
18a. INFORMANT - NAME (Type or Print) <b>Cary DUCKWORTH</b>		18b. MAILING ADDRESS (Street or R.F.D. No, City or Town, State, Zip) <b>1829 Corta Bella Drive Las Vegas, Nevada 89134</b>			
19a. BURIAL, CREMATION, REMOVAL, OTHER (Specify) <b>Entombment</b>		19b. CEMETERY OR CREMATORY - NAME <b>Palm Downtown Cemetery</b>		19c. LOCATION City or Town State <b>Las Vegas Nevada 89101</b>	
20a. FUNERAL DIRECTOR - SIGNATURE (Or Person Acting as Such) <b>JENNA DAUNT</b> SIGNATURE AUTHENTICATED		20b. FUNERAL DIRECTOR LICENSE NUMBER <b>FD881</b>		20c. NAME AND ADDRESS OF FACILITY <b>Palm Mortuary-Downtown</b> <b>1325 North Main Street Las Vegas NV 89101</b>	
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) <b>MIKE Y JEONG DO</b> 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)			
21b. DATE SIGNED (Mo/Day/Yr) <b>November 20, 2019</b>		21c. HOUR OF DEATH <b>12:45</b>		22b. DATE SIGNED (Mo/Day/Yr)	
21d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)		22c. HOUR OF DEATH		22d. PRONOUNCED DEAD (Mo/Day/Yr)	
23a. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, ATTENDING PHYSICIAN, MEDICAL EXAMINER, OR CORONER) (Type or Print) <b>Mike Y Jeong DO 3150 N Tenaya Las Vegas, NV 89128</b>		23b. LICENSE NUMBER <b>DO1024</b>		23c. DEATH DUE TO COMMUNICABLE DISEASE <b>YES</b> <input type="checkbox"/> <b>NO</b> <input checked="" type="checkbox"/>	
24a. REGISTRAR (Signature) <b>NANCY BARRY</b> SIGNATURE AUTHENTICATED		24b. DATE RECEIVED BY REGISTRAR (Mo/Day/Yr) <b>November 21, 2019</b>		24c. DEATH DUE TO COMMUNICABLE DISEASE <b>YES</b> <input type="checkbox"/> <b>NO</b> <input checked="" type="checkbox"/>	
25. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).) PART I (a) <b>End Stage Senile Degeneration Of The Brain</b> DUE TO, OR AS A CONSEQUENCE OF: (b) DUE TO, OR AS A CONSEQUENCE OF: (c) DUE TO, OR AS A CONSEQUENCE OF: (d) Interval between onset and death					
PART II OTHER SIGNIFICANT CONDITIONS-Conditions contributing to death but not resulting in the underlying cause given in Part I.					
26a. ACC. BURIAL, HSM, UNDET. OR PENDING INVEST. (Specify)		26b. DATE OF INJURY (Mo/Day/Yr)		26c. HOUR OF INJURY	
26d. DESCRIBE HOW INJURY OCCURRED		26e. INJURY AT WORK (Specify Yes or No)			
26f. PLACE OF INJURY: At home, farm, street, factory, office building, etc. (Specify)		26g. LOCATION 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

By

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 • Tax ID # 88-0151573

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



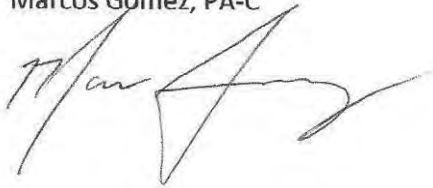
# EXHIBIT 14

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.

R.APP000224

# 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](mailto:mansoor.kisat@morganstanley.com)

NMLS#1431032

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

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

R.APP000226

DU000275

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.

R.APP000227

DU000276

# 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](http://www.avast.com)



George Duckworth Medical Recap.xlsx

R.APP000229

DU000413

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

Phan 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

dated on 2/12/2018

## Patient Instructions Report

Page 2

**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

R.APP000236

**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

R.APP000237

**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  
WOODBURY & HOLTHUS | attorneys  
at law

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

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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 2<sup>nd</sup> 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.

R.APP000242

Jerimy Kirschner, Esq.

July 27, 2020

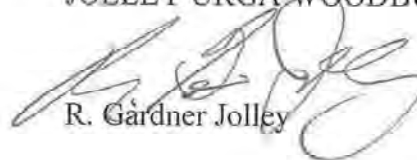
Page | 2

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](http://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

Duckworth, George & Kim - Sorobella HSA

Resident Name: Duckworth, George & Kim  
 Patient ID: Duckworth, George & Kim  
 Homeowner Name: Duckworth, George & Kim  
 Status of house: occupied by owner

Resident Address: 1629 Corbin Blvd  
 Phone: 563  
 Cell 1: 02611 (PAT CALL #1 ST)  
 Cell 2: 1311 (AYIA)  
 Business:

Emergency Contact 1:  
 Emergency Contact 2:  
 Emergency Contact 3:  
 Other #

(NOTE) - PAT VAN HOLTEN IS LIVING @ THE DUCKWORTH'S (PRIVATE NURSE) PH 402-576-0203  
 (NOTE) - ADMIT LOLA, ADALINE R MARIA (CARE GIVERS) AT ALL TIMES  
 DO NOT LET KYLA DUCKWORTH ONTO PROPERTY SHE DRIVES A GREY JEEP GRAND CHEROKEE WITH CA PLATES SJCDMSJ JEEP WILL HAVE A CB STICKER  
 CALL CARY IF SHE ARRIVES ON PROPERTY.....  
 6/22 - ADMST POD ACR APPROVED

R.APP000247

# EXHIBIT 22

## Re: Tara and Cary

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

To: kmd118@yahoo.com

Cc: cary@star7vegas.com

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

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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](mailto:tkassity@surewest.net)

On Mar 2, 2018, at 1:38 PM, Kyla Duckworth <[kmd118@yahoo.com](mailto: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

R.APP000249