

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

IN THE MATTER OF THE GUARDIANSHIP  
OF THE PERSONS: M. F. M. AND M. G. M.,  
PROTECTED MINORS.

ERIN NEWPORT,

Appellant,

vs.

MONTRAIL GREEN; AND JERMIA  
COAXUM-GREEN,

Respondents.

Electronically Filed  
Aug 09 2021 03:56 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

Case No. 82469

**APPEAL**

From the Eighth Judicial District Court, Clark County  
The Honorable Linda Marquis, District Judge  
District Court Case No.: G-19-052440-M

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**APPELLANT APPENDIX VOLUME II**

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TIMOTHY A. WISEMAN, ESQ.  
Nevada Bar No. 13786  
tim@morrislawcenter.com  
MORRIS LAW CENTER  
5450 W. Sahara Ave. Suite 330  
Las Vegas, Nevada 89146  
Telephone: (702) 850-7798  
Pro Bono Counsel in Association with LACSN  
*Attorneys for Appellant*

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I	Declaration of Petitioner Jermia Coaxum Per NRS 159.044(m), Dated October 30, 2019	AA010– AA011
I	Citation to Appear and Show Cause, Dated October 30, 2019	AA012– AA014
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III	Appendix of Exhibits in Support of Petition to Terminate Guardianship, Dated November 27, 2020	AA180– AA308
IV	Case Appeal Statement, Dated February 10, 2021	AA361– AA362
IV	Certificate of Mailing and Service, Dated November 27, 2020	AA309– AA311
I	Certificate of Mailing, Dated December 10, 2019	AA041– AA043
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II	Notice of Entry of Order Appointing Guardian(s) Over Minor Children, Dated June 2, 2020	AA083
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IV	Request for Authorization to Proceed in Proper Person; Waiver of Appeal Bond; and to Transmit Entire Record on File, Dated February 8, 2021	AA359
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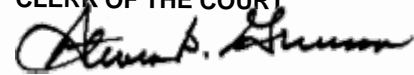
## CERTIFICATE OF SERVICE

Pursuant to NRAP 25, I certify that I am an employee of Morris Law Center and that on this 9<sup>th</sup> day of August, 2021, I served a true and correct copy of the foregoing **APPELLANT'S APPENDIX VOLUME II** as follows:

- ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and/or
- ☐ to be sent via facsimile (as a courtesy only); and/or
- ☐ to be hand-delivered to the attorneys at the address listed below:
- ☒ to be submitted to the above-entitled Court for electronic filing and service upon the Court's Service List for the above-referenced case.

John F. Schaller  
Patricia H. Warnock  
John Buchmiller & Associates  
400 S 4<sup>th</sup> St., #500  
Las Vegas, NV 89101

By: Anna M. Hepler  
An employee of Morris Law Center



IN THE FAMILY DIVISION  
OF THE EIGHTH DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF CLARK

In the Matter of the Guardianship of:

Mariah Grace McCallister  
Malan Faith McCallister

A Protected Minor

Case No.: G-19-052440-M

CONFIDENTIAL REPORT OF INVESTIGATOR

Dept. S

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of the Guardianship Compliance Office, and that on the 20<sup>th</sup> day of February 2020, I personally served a true and correct copy of the CONFIDENTIAL REPORT OF INVESTIGATOR to:

Erin Newport  
6500 Vegas Drive Apt #1043  
Las Vegas, Nevada 89108

Kelly Newport  
6500 Vegas Drive Apt #1043  
Las Vegas, Nevada 89108

Pursuant to NCRP 5(b), I certify that I am an employee of the Guardianship Compliance Office, and that on the 20<sup>th</sup> day of February 2020, I electronically filed the foregoing with the Clerk of the Court by using the ECF system, which will send a notice of electronic filing to the following:

Seth Strickland, Esq. & Patricia Warnock Esq.

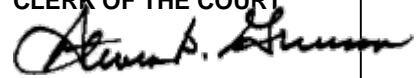
  
Guardianship Compliance Investigator

7018 1830 0001 2503 1000 0000 4827

<b>U.S. Postal Service™</b> <b>CERTIFIED MAIL® RECEIPT</b> <i>Domestic Mail Only</i>	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> ®.	
<b>OFFICIAL USE</b>	
Certified Mail Fee \$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage \$	
Sent To	Kelly Newport
Street and	6500 Vegas Drive Apt. #1043
City, State	Las Vegas, Nevada 89108
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

7018 1830 0001 2503 1000 0000 4810

<b>U.S. Postal Service™</b> <b>CERTIFIED MAIL® RECEIPT</b> <i>Domestic Mail Only</i>	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> ®.	
<b>OFFICIAL USE</b>	
Certified Mail Fee \$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage \$	
Sent To	Erin Newport
Street and	6500 Vegas Drive Apt. #1043
City, State	Las Vegas, Nevada 89108
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



DISTRICT COURT  
CLARK COUNTY, NEVADA

In the Matter of the Guardianship of:  
Mariah Grace McCallister, Malan Faith  
McCallister, Protected Minor(s)

Case No.: G-19-052440-M  
Department B

**NOTICE OF NON-COMPLIANCE**

**TO: Jermia Coaxum  
Montrail Green**

The Eighth Judicial District Court Guardianship Compliance Division has reviewed the above-entitled case and notes that the following document(s) are missing. The Court may set an Order to Show Cause hearing if you fail to file the following documents:

**One Time Filings:**

- ☒ Order Appointing Guardian
- ☒ Letters of Guardianship
- ☐ Guardian's Acknowledgment
- ☐ Inventory

**Annual Filings:**

- ☐ Accounting\*
- ☐ Report of the Guardian\*

\* File annually within 60 days after your anniversary date, February 25.

/s/ Angela Root

Guardianship Compliance Office

Guardianship forms may be obtained in person at the Legal Aid of Southern Nevada's Self-Help Centers or online at:

<https://www.familylawselfhelpcenter.org/self-help/guardianship/guardianship-forms#post>

All forms must be filed with the Clerk's office in person or online at:

<http://www.clarkcountycourts.us/departments/clerk/electronic-filing/>

Notice of Guardianship Non-Compliance (NNC) Page 1 of 2

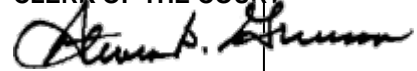
1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on the above file stamped date, a copy of the foregoing  
3 Notice was E-Served pursuant to NEFCR 9 or mailed to pro se litigants, via first class  
4 mail, postage fully prepaid to:

5 Patricia W. Warnock  
6 JOHN BUCHMILLER & ASSOCIATES  
7 400 South Fourth Street, Suite 500  
8 Las Vegas, NV 89101

9 Benjamin Durham Law Firm  
10 Attn: Seth Strickland  
11 601 S. Rancho Drive STEB14  
12 Las Vegas, NV 89106

13  
14 /s/ Angela Root  
15 Guardianship Compliance Employee  
16  
17  
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26  
27  
28



**LOGS**

**PATRICIA WARNOCK, ESQ.**

Nevada Bar #14432

Patricia@BuchmillerLaw.com

**JOHN BUCHMILLER & ASSOCIATES**

516 South Fourth Street

Las Vegas, Nevada 89191

Phone: (702) 278-9268

Fax: (702) 583-7373

*Attorneys for Petitioner Montrail Green and Jermia Coaxum*

**EIGHTH JUDICIAL DISTRICT COURT  
FAMILY DIVISION  
COUNTY OF CLARK, STATE OF NEVADA**

In the Matter of the Guardianship of the  
Persons:

CASE NO: G-19-052440-M

MALAN MCCALLISTER and MARIAH  
MCCALLISTER,

DEPT NO: B

Proposed Protected Minors.


**LETTERS OF CO-GUARDIANSHIP**

On the 25<sup>th</sup> day of February, 2020, an Order of the Court was issued appointing Montrail Green and Jermia Coaxum as General Guardians of the Person of Malan McCallister, a protected minor child, and Mariah McCallister, a protected minor child. The named General Guardians, having duly qualified, are authorized to act and have the authority to perform the duties of such Guardians as provided for by the Court and under Nevada law.


In testimony of which, I have this date signed these Letters and affixed the seal of the Court.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

By:



Elizabeth Odo  
Deputy Clerk



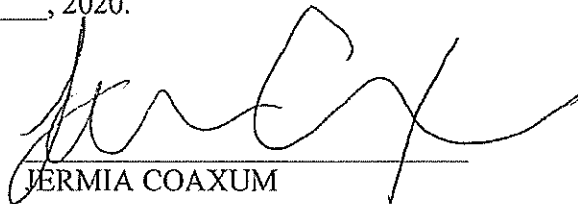
Electronically Issued  
6/2/2020

OATH

I, JERMIA COAXUM, residing at 3105 Avalon Avenue, Las Vegas, Nevada, 89017, whose mailing address is 3105 Avalon Avenue, Las Vegas, Nevada, 89017, solemnly affirm that I will well and faithfully perform the duties of Guardian according to law. I will file all reports, at least annually, and when ordered by the Court. I affirm that any matters stated in any petition, document or court proceeding are true of my own knowledge or if any matters are stated on information or belief, I believe them to be true. I affirm I will follow the Protected Person's Bill of Rights to the greatest extent possible.

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

EXECUTED this 1 day of MAY, 2020.

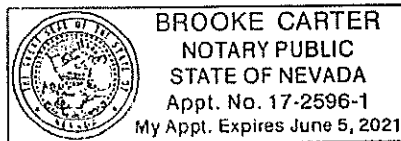
  
JERMIA COAXUM

State of Nevada  
County of Clark

Signed and sworn to before me

On this (day) 1st day of (month) MAY, 2020

  
DEPUTY CLERK/NOTARY PUBLIC



*Steven D. Grierson*

1 **ORDR**

2 **PATRICIA WARNOCK, ESQ.**

3 Nevada Bar #14432

4 Patricia@BuchmillerLaw.com

5 **JOHN BUCHMILLER & ASSOCIATES**

6 400 South Fourth Street, Suite 500

7 Las Vegas, Nevada

8 Phone: (702) 793-4023

9 Fax: (702) 493-4001

10 Patricia@BuchmillerLaw.com

11 Attorneys for Petitioners Montrail Green and Jermia Coaxum

12 **EIGHTH JUDICIAL DISTRICT COURT**  
13 **FAMILY DIVISION**  
14 **COUNTY OF CLARK, STATE OF NEVADA**

15 In the Matter of the Guardianship of the  
16 Persons:

CASE NO: G-19-052440-M

17 MALAN MCCALLISTER and MARIAH  
18 MCCALLISTER,

DEPT NO: B

19 Proposed Protected Minors.

20 **ORDER APPOINTING GUARDIAN(S) OVER MINOR CHILDREN**

21 This matter having been submitted to the court after a hearing on the 25<sup>th</sup> day of February,  
22 2020.

23 Petitioner MONTRAIL GREEN was present with counsel Patricia Warnock, Esq.

24 Petitioner JERMIA COAXUM was present with counsel Patricia Warnock, Esq.

25 Mother of the proposed minors, ERIN NEWPORT, appeared via telephone

26 Paternal Grandmother of the proposed minors, KELLY NEWPORT, was present.

27 Unbundled attorney, Jennifer Isso, was present and appeared on behalf of ERIN  
28 NEWPORT.

It appearing to the satisfaction of the Court that notice is sufficient; and

<b>Settled/Withdrawn:</b>	
<input type="checkbox"/> Without Judicial Conf/Hrg	<input type="checkbox"/> Death
<input checked="" type="checkbox"/> With Judicial Conf/Hrg	<input type="checkbox"/> Age of Majority
<input type="checkbox"/> Alternative Dispute Resolution	<input type="checkbox"/> Restoration of Competency
<input type="checkbox"/> Other Manner of Disposition	<input type="checkbox"/> Order Terminating Guard. or Final Accounting
<input type="checkbox"/> Dismissed - Want of Prosecution	<b>Bench (Non-Jury) Trials:</b>
<input type="checkbox"/> Involuntary (Statutory) Dismissal	<input type="checkbox"/> Disposed After Trial Start
<input type="checkbox"/> Default Judgement	<input type="checkbox"/> Judgement Reached
<input type="checkbox"/> Transferred	
<input type="checkbox"/> Close Case?	

**RECEIVED**  
**MAR 02 2020**  
**DISTRICT COURT**  
**DEPT B**

AA076

1 It appearing by clear and convincing evidence that it is necessary to appoint a guardian for  
2 the proposed protected minors;

3 **IT IS HEREBY ORDERED AND DETERMINED BY THE COURT** as follows:

- 4
- 5 1. MALAN MCCALLISTER, date of birth 3<sup>rd</sup> day of September, 2014, and MARIAH  
6 MCCALLISTER, date of birth 3<sup>rd</sup> day of September, 2014, are residents of the State of  
7 Nevada.
- 8 2. The children need the appointment of a guardian. This request is supported by recent  
9 documentation demonstrating the need for a guardianship.
- 10 3. Notice has been served upon any living relative within the second degree of consanguinity,  
11 or the public guardian, if necessary, and/or any other persons or agency having the care,  
12 custody and control of the minors.
- 13 4. It is necessary and in the best interest of the Protected Minors that Petitioners be appointed  
14 as guardians. The following are appointed to act as guardians of the persons and shall have  
15 the power and authority as may be necessary for the benefit of the above named protected  
16 minors until further order of this Court:

17 a. First Guardian: MONTRAIL GREEN

18 Street Address: 8904 Goldstone

19 City, State, ZIP: Las Vegas, NV 89143

20 Telephone: (702)748-1518

21 b. First Guardian: JERMIA COAXUM

22 Street Address: 8904 Goldstone

23 City, State, ZIP: Las Vegas, NV 89143

24 Telephone: (702)748-1518  
25  
26  
27  
28

1 5. The Guardians shall participate in the Minor Guardianship training class, if offered,  
2 through \_\_\_\_\_ -OR- N/A X.

3 6. The Guardians shall file an Annual Report every year between the anniversary date of  
4 2/25 and 4/25 for the first report  
5 and each year thereafter. This obligation continues until the guardianship of the person  
6 ends -OR- N/A \_\_\_\_.

7 7. Bond is:

8 X Not Applicable

9 \_\_\_\_\_ Reserved pending the filing of the inventory.

10 \_\_\_\_\_ Ordered in the amount of \$ \_\_\_\_\_.

11 \_\_\_\_\_ Waived.

12 \_\_\_\_\_ A blocked account in lieu of bond.

13 8. Inventory: This is a person only guardianship; no estate is involved.

14 9. Accounting: This is a person only guardianship; no estate is involved.

15 10. Future guardianship: The protected minor will not need a guardianship after reaching 18  
16 years of age.

17 11. The Guardians shall file a Guardian's Acknowledgement of Duties and Responsibilities  
18 upon entry of this Order and before entering into his/her duties as Guardian.

19 12. The Guardians shall properly maintain, care, educate, and support the Protected Minor.

20 13. The Guardians shall enjoy the normal powers conferred by the Nevada Revised Statutes  
21 to take those steps necessary to preserve the real and/or personal property of the Protected  
22 Minor.  
23  
24  
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1 14. The Guardians must immediately have the Letters of Guardianship and Oath issued. The  
2 Letters of Guardianship may be revoked for failure to file the annual report, inventory, or  
3 accounting.  
4

5 15. A copy of this order must be served personally or by mail upon the Protected Minor no  
6 later than 5 days after the date of the appointment of the guardian. A notice if entry of the  
7 order must be filed with the Court.

8 16. The relatives and interested persons/entities required to be served notice of this order are  
9 as follows:  
10

11 Patricia Horton  
12 3674 Santa Sabina Ave.  
Las Cruces, NM 88012

13 Montrail Green  
14 8904 Goldstone Ave.  
Las Vegas, NV 89143

15 Jermia Coaxum  
16 8904 Goldstone Ave.  
17 Las Vegas, NV 89143

18 Ryan McAllister Jr.  
19 1117101 P.O. Box 208SDCC  
Indian Springs, NV 89070

20 Kelly Newport  
21 1816 Soto Ln.  
22 North Las Vegas, NV 89032

and 6500 Vegas # 1043  
Las Vegas, NV 89108

23 Joy Anne Newport  
24 1816 Soto Ln.  
North Las Vegas, NV 89032

25 Erin Newport  
26 6006 Belleau Wood Ln.  
Sacramento, CA 95822

27 Ryan McCallister Sr.  
28

819 Red Sox Ave.  
North Las Vegas, NV 89030

ReAnn McCallister  
2293 Exeter Dr., Apt. D  
Las Vegas, NV 89156

William Cary  
4928 Crystal Breeze Ln.  
North Las Vegas, NV 89031

Leah Cary  
4928 Crystal Breeze Ln.  
North Las Vegas, NV 89031

Cindy Bean  
3708 Colfax Circle  
Las Vegas, NV 89084

Cindy Bean  
6916 Dipper Ave.  
North Las Vegas, NV, 89084

17. A notice of entry of order must be provided to those identified above.

18. Other:

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IT IS SO ORDERED.

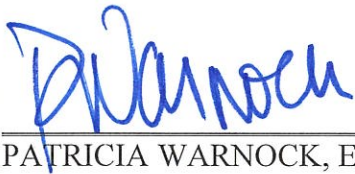
Dated this 3<sup>rd</sup> day of March, 2020.



HONORABLE LINDA MARQUIS  
DISTRICT COURT JUDGE- DEPT B



Submitted by:



PATRICIA WARNOCK, ESQ.

Nevada Bar # 14432

[PATRICIA@Buchmillerlaw.com](mailto:PATRICIA@Buchmillerlaw.com)

400 S. Fourth Street, Suite 500

Las Vegas, NV 89101

(702) 278-9268 (Phone/Text)

*Attorneys for Plaintiffs Montrail Green and Jeremia Coaxum*

**OATH**

I, MONTRAIL GREEN, residing at 3105 Avalon Avenue, Las Vegas, Nevada, 89017, whose mailing address is 3105 Avalon Avenue, Las Vegas, Nevada, 89017, solemnly affirm that I will well and faithfully perform the duties of Guardian according to law. I will file all reports, at least annually, and when ordered by the Court. I affirm that any matters stated in any petition, document or court proceeding are true of my own knowledge or if any matters are stated on information or belief, I believe them to be true. I affirm I will follow the Protected Person's Bill of Rights to the greatest extent possible.

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

EXECUTED this 1 day of May, 2020.

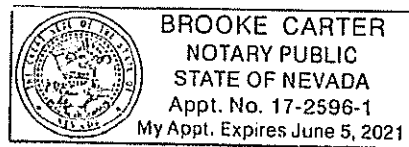
M Green  
MONTRAIL GREEN

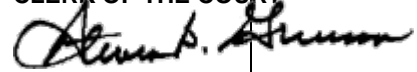
State of Nevada  
County of Clark

Signed and sworn to before me

On this (day) 1st day of (month) May, 2020

[Signature]  
DEPUTY CLERK/NOTARY PUBLIC





NEO  
PATRICIA WARNOCK, ESQ.  
Nevada Bar #14432  
Patricia@BuchmillerLaw.com  
JOHN BUCHMILLER & ASSOCIATES  
516 South Fourth Street  
Las Vegas, Nevada 89191  
Phone: (702) 278-9268  
Fax: (702) 583-7373  
*Attorneys for Petitioner Montrail Green and Jermia Coaxum*

**EIGHTH JUDICIAL DISTRICT COURT**  
**COUNTY OF CLARK, STATE OF NEVADA**

In the Matter of the Guardianship of the  
Persons:  
  
MALAN MCCALLISTER and MARIAH  
MCCALLISTER,  
  
Proposed Protected Minors.

Case No.: **G-19-052440-M**

Department: B

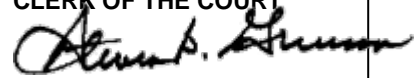
**NOTICE OF ENTRY OF ORDER APPOINTING GUARDIANS**

PLEASE TAKE NOTICE that an Order Appointing Guardians was entered in the above-entitled case on June 2<sup>nd</sup>, 2020. A true and accurate copy is attached hereto.

**DATED** this 2nd day of June, 2020.

Respectfully submitted,

/S/ PATRICIA WARNOCK, ESQ.  
PATRICIA WARNOCK, ESQ  
Nevada Bar # 14432  
[Patricia@Buchmillerlaw.com](mailto:Patricia@Buchmillerlaw.com)  
516 S. Fourth Street  
Las Vegas, NV 89101  
(702) 278-9268



1 **APET**  
2 **THE ISSO & HUGHES LAW FIRM**  
3 JENNIFER ISSO, ESQ.  
4 Nevada Bar No. 13157  
5 2470 Saint Rose Parkway #306F  
6 Henderson, Nevada 89074  
7 Telephone: (702) 434-4424  
8 ji@issohugheslaw.com  
9 Attorney for the Petitioner

6 DISTRICT COURT  
7 FAMILY DIVISION  
8 CLARK COUNTY, NEVADA

9 In the Matter of the Guardianship of the

CASE NO: G-19-052440-M

10 Persons:

DEPT NO: B

11 MALAN FAITH MCCALLISTER and  
12 MARIAH GRACE MCCALLISTER,  
Protected Minors.

13 **PETITION TO TERMINATE GUARDIANSHIP**

14 COMES NOW Petitioner, ERIN NEWPORT, by and through her attorney of record  
15 JENNIFER ISSO, ESQ., of the ISSO & HUGHES LAW FIRM, and Petitions for TERMINATION  
16 OF GUARDIANSHIP against Respondents MONTRAIL GREEN and JERMIA COAXUM as  
17 follows.

18 **I.**

19 That on June 2, 2020 this Court appointed MONTRAIL GREEN and JERMIA COAXUM as  
20 Guardian(s) of MALAN FAITH MCCALLISTER and MARIAH GRACE MCCALLISTER, twins born  
21 September 3, 2014.

22 **II.**

23 The Petitioner, ERIN NEWPORT, Is the biological mother of the above-named protected  
24 minors.

25 **III.**

26 The Guardians and the minors reside at 8904 Goldstone Avenue, Las Vegas, NV 89143.  
27  
28

1 **IV.**

2 The Petitioner resides at 7100 Grand Montecito Pkwy, Suite 1074, Las Vegas, Nevada.

3 **V.**

4 That the Petitioner has corrected the issues that initiated the guardianship and requests that the  
5 guardianship is terminated and her parental rights are reinstated.  
6

7 **VI.**

8 That the Petitioner has no outstanding warrants. That the petitioner is gainfully employed.

9 **VII.**

10 That the minor children are up to date with vaccinations.

11 **VIII.**

12 That the Petitioner has obtained a residence for the herself and the children in Las Vegas.

13 The children have their own room and belongings.  
14

15 **IX.**

16 That the Petitioner is able to fully care for the minor children.

17 **X.**

18  
19 Petitioner checked with school located in zoned area around residence and the school confirmed that it  
20 would be able to accept the minor children as students.

21 **XI.**

22 That it is in the best interest of the children that this guardianship be terminated, and they be  
23 returned to the care of the petitioner.  
24

25 **XII.**

26 That the Guardians refused the petitioner contact with the minor children since the Guardianship  
27 has been initiated.

28 WHEREFORE, the Petitioners pray for a judgment as follows:

1. That the Court shall enter an order terminating the guardianship.
2. That the Court grant the relief requested in this Petition; and
3. For such other and further relief as the Court deems just and proper.

**DATED** this 21st day of October, 2020

/s/ Jennifer Isso  
JENNIFER ISSO, ESQ.  
Nevada Bar No. 13157  
2470 Saint Rose Parkway #306F  
Henderson, Nevada 89074  
Telephone: (702) 434-4424  
ji@issohugheslaw.com  
Attorney for the Petitioner

**VERIFICATION**

ERIN NEWPORT, being first duly sworn, deposes and says: that I am the Petitioner in the foregoing matter, and that I have read the foregoing Petition, and that the same is true to the best of my knowledge, except those matters based on information and belief, and as to those matters, I believe them to be true.

/s/ Erin Newport  
ERIN NEWPORT



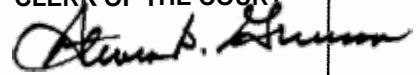
1 Leah Cary  
2 4928 Crystal Breeze Ln.  
3 North Las Vegas, NV 89031

4 Cindy Bean  
5 3708 Colfax Circle  
6 Las Vegas, NV 89084

7 Cindy Bean  
8 6916 Dipper Ave.  
9 North Las Vegas, NV, 89084

10 DATED this 2<sup>nd</sup> day of June, 2020.

11  
12 /S/ PATRICIA WARNOCK  
13 An Employee of John Buchmiller & Associates  
14  
15  
16  
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27



EXH  
THE ISSO & HUGHES LAW FIRM  
JENNIFER ISSO, ESQ.  
Nevada Bar No. 13157  
2470 Saint Rose Parkway #306F  
Henderson, Nevada 89074  
Telephone: (702) 712-7811  
ji@issohugheslaw.com  
*Attorney for Petitioner*

DISTRICT COURT, FAMILY DIVISION  
CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the Persons: MALAN FAITH MCCALLISTER and MARIAH GRACE MCCALLISTER, <b>Protected Minors.</b>	CASE NO: G-19-052440-M DEPT NO: B
---	--------------------------------------

**EXHIBITS IN SUPPORT OF PETITION TO TERMINATE GUARDIANSHIP**

COMES NOW Petitioner, ERIN NEWPORT, by and through her counsel of record,  
JENNIFER ISSO, Esq. of the ISSO & HUGHES LAW FIRM, and hereby submits the following  
exhibits in support of her opposition and counter motion:

1. Petitioner's Pay Stubs.
2. Petitioner's Lease Agreement.
3. Immunization Records.

Dated this 21st day of October, 2020.

/s/ Jennifer Isso  
JENNIFER ISSO, ESQ.  
Nevada Bar No. 13157  
2470 Saint Rose Parkway #306F  
Henderson, Nevada 89074  
Telephone: (702) 712-7811  
ji@issohugheslaw.com  
*Attorney for Defendant*

**CERTIFICATE OF SERVICE**

I, the undersigned, do hereby certify that on the 21st day of October 2020, a true and correct copy of the foregoing Exhibits to Petition was E-Served to the following:

All Interested Parties  
Via-Odyssey E-Service

/s/ Jennifer Isso

An employee of  
ISSO & HUGHES

# EXHIBIT 1

**PATTERSON FAMILY SHIPPING**

**PERSONAL AND CHECK INFORMATION**

Erin Newport  
6500 Vegas Drive #1043  
Las Vegas, Nevada 89108

**Employ. #:** EN3656

**Check #:** 51231922

**Soc Sec #:** XXX-XX-3656

**Pay Period:** 09/27/20 - 10/03/20

**Check Date:** 10/09/20

**PAY DISTRIBUTION**

Check Amounts: \$872.09

DESCRIPTIONS	THIS PERIOD (\$)	YTD (\$)
Pay	1,050.00	42,590.63
Withholdings	0.00	0.00
Taxes	-177.91	-7,157.81
<b>NET PAY</b>	<b>872.09</b>	<b>35,432.82</b>

<b>EARNINGS</b>	DESCRIPTIONS	UNITS	RATE	THIS PERIOD (\$)	YTD UNITS	YTD (\$)
	Hourly	40.00	26.25	1,050.00	1622.50	42,590.63
	Overtime	00.00	0.00	0.00	0.00	0.00
	Commission	00.00	0.00	0.00	0.00	0.00
	Bonus	00.00	0.00	0.00	0.00	0.00
	Miles	00.00	0.00	0.00	0.00	0.00
	Tips	00.00	0.00	0.00	0.00	0.00
	Vacation	00.00	0.00	0.00	0.00	0.00
	<b>EARNINGS</b>	<b>40.00</b>		<b>1,050.00</b>	<b>1622.50</b>	<b>42,590.63</b>
<b>WITHHOLDINGS</b>	DESCRIPTIONS	FILING STATUS		THIS PERIOD (\$)		YTD (\$)
	Social Security			65.10		2,640.75
	Medicare			15.23		617.43
	Fed Income Tax	Single 2		97.58		3,899.63
	NV Income Tax	Single 2		0.00		0.00
	Local			0.00		0.00
	Other			0.00		0.00
	Other			0.00		0.00
	<b>TOTAL</b>			<b>177.91</b>		<b>7,157.81</b>
<b>NET PAY</b>				<b>872.09</b>		<b>35,432.82</b>

0035 1800-6235

PATTERSON FAMILY SHIPPING | 3960 Howard Hughes Parkway, Suite 500 Las Vegas, Nevada 89169

### PERSONAL AND CHECK INFORMATION

PERSONAL AND CHECK INFORMATION			EARNINGS	DESCRIPTIONS	UNITS	RATE	THIS PERIOD (\$)	YTD UNITS	YTD (\$)
Erin Newport				Hourly	40.00	26.25	1,050.00	1662.50	43,640.63
6500 Vegas Drive #1043				Overtime	00.00	0.00	0.00	0.00	0.00
Las Vegas, Nevada 89108				Commission	00.00	0.00	0.00	0.00	0.00
				Bonus	00.00	0.00	0.00	0.00	0.00
				Miles	00.00	0.00	0.00	0.00	0.00
Employ. #: EN3656				Tips	00.00	0.00	0.00	0.00	0.00
Check #: 51232937				Vacation	00.00	0.00	0.00	0.00	0.00
Soc Sec #: XXX-XX-3656				EARNINGS	40.00		1,050.00	1662.50	43,640.63
Pay Period: 10/04/20 - 10/10/20			WITHHOLDINGS	DESCRIPTIONS	FILING STATUS		THIS PERIOD (\$)		YTD (\$)
Check Date: 10/16/20				Social Security			65.10		2,705.85
PAY DISTRIBUTION				Medicare			15.23		632.66
Check Amounts: \$872.09				Fed Income Tax	Single 2		97.58		3,997.21
				NV Income Tax	Single 2		0.00		0.00
				Local			0.00		0.00
DESCRIPTIONS				Other			0.00		0.00
	THIS PERIOD (\$)	YTD (\$)		Other			0.00		0.00
Pay	1,050.00	43,640.63		TOTAL			177.91		7,335.72
Withholdings	0.00	0.00							
Taxes	-177.91	-7,335.72							
NET PAY	872.09	36,304.91	NET PAY			THIS PERIOD (\$)			YTD (\$)
						872.09			36,304.91

# EXHIBIT 2

## ADDITIONAL SPECIAL PROVISIONS

**DWELLING UNIT DESCRIPTION.** Unit No. 1074, 7100 Grand Montecito Pkwy  
(street address) in  
Las Vegas (city), Nevada, 89149 (zip code).

**LEASE CONTRACT DESCRIPTION.** Lease Contract date: September 21, 2020

Owner's Name: Lofts at 7100

Residents (list all residents): Erin Newport

The Office does not accept packages.

**ANIMAL ADDENDUM**  
*Becomes part of Lease Contract*



Date: September 21, 2020  
(when this Addendum is filled out)

**Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for your animal, you'll be held liable if it causes any damage or disturbs other residents.**

*In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).*

**1. DWELLING UNIT DESCRIPTION.**

Apt. No. 1074, 7100 Grand  
Montecito Pkwy  
\_\_\_\_\_  
(street address) in  
Las Vegas  
(city), Nevada, 89149 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: September 21, 2020  
Owner's name: Lofts at 7100  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):

Erin Newport  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

- 3. A. ☐ NO APPROVED ANIMALS.** If this box is checked, you are not allowed to have animals (including mammals, reptiles, birds, fish, rodents, and insects), even temporarily, anywhere in the apartment or apartment community unless we've authorized so in writing. We will authorize support and/or service animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act, HUD regulatory guidelines, and any applicable state and/or local laws.

**B. ☐ CONDITIONAL AUTHORIZATION FOR ANIMAL.**

If this box is checked, you may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

- 6. ADDITIONAL FEE.** You must also pay a one-time non-refundable fee of \$ \_\_\_\_\_ for having the animal in the dwelling unit. It is our policy to not charge a deposit for support animals.

- 7. LIABILITY NOT LIMITED.** The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

- 8. DESCRIPTION OF ANIMAL(S).** You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or apartment community.

Animal's name: \_\_\_\_\_

Type: \_\_\_\_\_

Breed: \_\_\_\_\_

Color: \_\_\_\_\_

Weight: \_\_\_\_\_ Age: \_\_\_\_\_

City of license: \_\_\_\_\_

License no.: \_\_\_\_\_

Date of last rabies shot: \_\_\_\_\_

Housebroken? \_\_\_\_\_

Animal owner's name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Animal's name: \_\_\_\_\_

Type: \_\_\_\_\_

Breed: \_\_\_\_\_

Color: \_\_\_\_\_

Weight: \_\_\_\_\_ Age: \_\_\_\_\_

City of license: \_\_\_\_\_

License no.: \_\_\_\_\_

Date of last rabies shot: \_\_\_\_\_

Housebroken? \_\_\_\_\_

Animal owner's name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 9. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

1) No animals are permitted without the  
prior written consent of the Owner and/or  
Owner's representative. Any such consent  
may be revoked at any time. 3) Breed  
Restriction: Pit Bulls, Rottweiler's,  
Press Canario, German Shepherds, Huskies,  
Malamutes, Dobermans, Chowchows, St.  
Bernards, Great Danes, Akitas, Terriers

**10. EMERGENCY.** In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.

Doctor: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

**11. ANIMAL RULES.** You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate *only* in these designated areas: \_\_\_\_\_
- Outside, the animal may urinate or defecate *only* in these designated areas: \_\_\_\_\_
- Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.
- Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

**12. ADDITIONAL RULES.** We have the right to make reasonable changes to the animal rules from time to time upon thirty (30) days written notice if we distribute a written copy of any changes to every resident who is allowed to have animals.

**13. VIOLATION OF RULES.** If you, your guest, or any occupant violates any rule or provision of this Animal Addendum

all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees to the prevailing party to the extent allowed by law.

**14. COMPLAINTS ABOUT ANIMAL.** You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.

**15. OUR REMOVAL OF ANIMAL.** In some circumstances, we may enter the dwelling unit and remove the animal as provided above in the case of an emergency or as otherwise provided by law. We can do this if, in our sole judgment, you have:

- abandoned the animal;
- left the animal in the dwelling unit for an extended period of time without food or water;
- failed to care for a sick animal; or
- violated our animal rules.

In doing this, we must follow the procedures of the Lease Contract, and we may board the animal or turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within the time provided by law, it will be considered abandoned.

**16. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.** You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

**17. MOVE-OUT.** When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

**18. JOINT AND SEVERAL RESPONSIBILITY.** Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

**19. GENERAL.** You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract

## UTILITY ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this Addendum as "Lease Contract" or "Lease") dated September 21, 2020 between Lofts at 7100

("We" and/or "we" and/or "us") and Erin Newport

"You" and/or "you") of Apt. No. 1074 located at 7100 Grand Montecito Pkwy

(street address) in Las Vegas, NV 89149

and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.**

**a) Water service to your dwelling will be paid by you either:**

- ☐ directly to the utility service provider; or  
☒ water bills will be billed by the service provider to us and then allocated to you based on the following formula: 8  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☒ 3rd party billing company if applicable Conservice

**b) Sewer service to your dwelling will be paid by you either:**

- ☐ directly to the utility service provider; or  
☒ sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: 10  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☒ 3rd party billing company if applicable Conservice

**c) Gas service to your dwelling will be paid by you either:**

- ☒ directly to the utility service provider; or  
☐ gas bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

**d) Trash service to your dwelling will be paid by you either:**

- ☐ directly to the utility service provider; or  
☒ trash bills will be billed by the service provider to us and then allocated to you based on the following formula: 10  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☒ 3rd party billing company if applicable Conservice

**e) Electric service to your dwelling will be paid by you either:**

- ☒ directly to the utility service provider; or  
☐ electric bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

**f) Stormwater service to your dwelling will be paid by you either:**

- ☐ directly to the utility service provider; or  
☐ stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

**g) Cable TV service to your dwelling will be paid by you either:**

- ☒ directly to the utility service provider; or  
☐ cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

**h) Master Antenna service to your dwelling will be paid by you either:**

- ☐ directly to the utility service provider; or  
☐ master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

- 1) (Other) \_\_\_\_\_ service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
  - ☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - ☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - ☐ 3rd party billing company if applicable \_\_\_\_\_

#### METERING/ALLOCATION METHOD KEY

- "1" - Sub-metering of all of your water/gas/electric use
- "2" - Calculation of your total water use based on sub-metering of hot water
- "3" - Calculation of your total water use based on sub-metering of cold water
- "4" - Flat rate per month
- "5" - Allocation based on the number of persons residing in your dwelling unit
- "6" - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula
- "7" - Allocation based on square footage of your dwelling unit
- "8" - Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit
- "9" - Allocation based on the number of bedrooms in your dwelling unit
- "10" - Allocation based on a lawful formula not listed here  
(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within 1 days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below.

New Account Fee:	\$ <u>25.00</u> (not to exceed \$ <u>30.00</u> )
Monthly Administrative Billing Fee:	\$ <u>4.50</u> (not to exceed \$ <u>6.00</u> )
Late Fee:	\$ <u>25.00</u> (not to exceed \$ _____ )
Final Bill Fee:	\$ <u>10.00</u> (not to exceed \$ <u>15.00</u> )

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and may charge a reasonable administration fee for billing for the utility service in the amount of \$ 50.00.
5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations.
7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.
8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.
9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.
10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities. In the event additional services or utilities are requested by you during the lease term, the parties agree to amend this addendum as needed so as to include such additional service or utilities within the Lease.

12. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.

1) Formula "10" as noted above will be allocated evenly amongst each occupied unit during the billing period. 2) Per Section 5, a final utility bill will be issued at move out where applicable. This bill will be included on the Final Account Statement at the time of move out. 3) Resident(s) acknowledge that Owner has no control over the quality of water provided by local/regional water utility providers and their sources.

Resident Signature <u>Erin Newport</u>	Date <u>09/21/2020</u>
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Management <u>Elisa Tuft-Valdez</u>	Date <u>09/22/2020</u>

## BED BUG ADDENDUM

Date: September 21, 2020  
(when this Addendum is filled out)



***Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.***

### 1. DWELLING UNIT DESCRIPTION.

Unit No. 1074, 7100 Grand  
Montecito Pkwy  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
Las Vegas  
(city), Nevada, 89149 (zip code).

## 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: September 21, 2020  
Owner's name: Lofts at 7100

Residents (list all residents):

Erin Newport

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE.** This Addendum modifies the Lease Contract and addresses situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we are relying on your representations to us in this Addendum.

**4. INSPECTION AND INFESTATIONS.** BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- **YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION:**

OR

- **YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.**

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings.

### 5. ACCESS FOR INSPECTION AND PEST TREATMENT.

You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

**6. NOTIFICATION.** You must promptly notify us:

- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

**7. COOPERATION.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

**8. RESPONSIBILITIES.** You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we

**10. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

[illegible]

**You are legally bound by this document. Please read it carefully.**

**Resident or Residents**  
(All residents must sign)

*Erin Newport*

**Owner or Owner's Representative**  
(Signs below)

Elisa Tuft-Valdez

### Date of Signing Addendum

09/22/2020

*You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.*

## BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

### Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

### Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

### Identifying bed bugs

*Bed bugs can often be found in, around and between:*

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

### Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

### Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

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AA104

**8. COMPLIANCE.** Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

**9. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**Owner or Owner's Representative**  
(Signs here)

Erin Newport

Elisa Tuft-Valdez

**Date of Lease Contract**

September 21, 2020



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Lease Contract and you can be evicted. It makes no difference whether the inaccuracy of the information you furnished was intentional or unintentional. Should you become ineligible for participation in this government regulated affordable housing program for any reason and at any time, your ineligibility will be considered a substantial violation of the Lease Contract and you can be evicted.

Lease Contract Date: September 21, 2020  
Owner's name: Lofts at 7100

**7. NO LIEN FOR UNPAID SUMS.** We shall not have a lien on your property for unpaid rent or other sums, however, we do have the ability to charge and collect the reasonable and actual costs of inventory, moving and storage before releasing any property to you after your move out.

Residents (list all residents):

Erin Newport

**8. STUDENT STATUS.** By signing this addendum, you agree to notify the owner, in writing, if there are any changes in the student status of any residents (including replacement residents) occupying the unit.

**9. ELIMINATION OF JURY WAIVER.** Any provision in the lease that waives a trial by jury is hereby deleted and unenforceable.

**10. CONFLICT WITH GOVERNING LAW.** To the extent that any part of your Lease Contract or this addendum conflicts with applicable federal, state, or local laws or regulations, the law or regulation overrides that portion of your Lease Contract or this addendum.

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**11. PETS.** To the extent that you occupy your dwelling under the LIHTC program, you are permitted to keep one or more pets within the dwelling. For purposes of this section, "pets" includes any domesticated bird, cat, dog or aquatic animal or other animal kept for pleasure and not commercial use. You remain subject to, and must comply with, the Owner's pet policies, including, but not limited to, noise and sanitation standards, registration, vaccination and licensing requirements, leash and restraint rules, and excrement removal. You remain responsible for violations of the Owner's pet policies.

**3. PARTICIPATION IN GOVERNMENT PROGRAM.** We, as the owner of the dwelling you are renting, are participating in a government regulated affordable housing program. This program requires both you and us to verify certain information and to agree to certain provisions contained in this addendum.

**12. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

**4. ACCURATE INFORMATION IN APPLICATION.** By signing this addendum, you are certifying that the information provided in the Rental Application or any Supplemental Rental Application regarding your household annual income is true and accurate.

**5. FUTURE REQUEST FOR INFORMATION.** By signing this addendum, you agree that the annual income and other eligibility requirements for participation in this government regulated affordable housing program are substantial and material obligations under the Lease Contract. Within seven days after our request, you agree to comply with our requests for information regarding annual income and eligibility, including requests by the owner and the appropriate government monitoring agency. These requests to you may be made to you now and any time during the Lease Contract term or renewal period.

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*Erin Newport*

# LEASE CONTRACT BUY-OUT AGREEMENT

## 1. DWELLING UNIT DESCRIPTION.

Unit No. 1074, 7100 Grand  
Montecito Pkwy  
\_\_\_\_\_  
Las Vegas (street address) in  
(city), Nevada, 89149 (zip code).

## 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: September 21, 2020  
Owner's name: Lofts at 7100  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):

Erin Newport  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. PURPOSE OF AGREEMENT.** The purpose of this Buy-Out Agreement is to give you the right to buy out of your Lease Contract early—subject to any special provisions in paragraph 9 below. In order to buy out early, your notice must be signed by all residents listed in paragraph 1 of the Lease Contract and you must comply with all provisions of this Buy-Out Agreement.

**4. BUY-OUT PROCEDURES.** You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term if all of the following occur:

- (a) you give us written notice of buy-out at least 60 days prior to the new termination date (i.e., your new move-out date), which (check one) ☐ must be the last day of a month or ☒ may be during a month;
- (b) you specify the new termination date in the notice, i.e., the date by which you'll move out;
- (c) you are not in default under the Lease Contract on the date you give us the notice of buy-out;
- (d) you are not in default under the Lease Contract on the new termination date (move-out date);
- (e) you move out on or before the new termination date and do not hold over;
- (f) you pay us a buy-out fee (consideration) of \$ 3130.00 ;
- (g) you pay us the amount of any concessions you received when signing the Lease Contract; and
- (h) you comply with any special provisions in paragraph 9 below.

**5. WHEN PAYABLE.** The buy-out fee in paragraph 4(f) is due and payable no later than 30 days after you give us your buy-out notice. The total dollar amount of any concessions

**6. SHOWING UNIT TO PROSPECTIVE RESIDENTS.** After you give us notice of buy-out, the Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your new termination date.

**7. COMPLIANCE ESSENTIAL.** Our deposit of all amounts due under paragraphs 4(f) and 4(g) constitutes our approval of the new termination date stated in your notice of buy-out. If you fail to comply with any of the procedures or requirements in this agreement after we deposit such monies, your buy-out right and this agreement will be voided automatically; and (1) any amounts you have paid under this agreement will become part of your security deposit, and (2) the lease will continue without buy-out. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term.

**8. MISCELLANEOUS.** If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the dwelling unit to a successor resident. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the new termination date. Therefore, you may not hold over beyond such date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 4(c) and 4(d) of this agreement means default as defined in the Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the new termination date.

**9. SPECIAL PROVISIONS.** Your right of buy-out (check one) ☐ is or ☒ is not limited to a particular fact situation. If limited, buy-out may be exercised only if the following facts (see below) occur and any described documents are furnished to us. Any special provisions below will supersede any conflicting provision of this printed agreement. Any false statements or documents presented to us regarding buy-out will automatically void your right to buy-out of the Lease Contract. The special provisions are:

Resident(s) will be liable to owner for a  
Reletting Charge of \$500 if Resident(s):  
a) fail to give written move out notice as  
required by this Agreement b) move out  
without paying rent in full for the entire  
lease term or renewal period c) move out  
at Owner's demand because of Resident(s)  
default; or d) are judicially evicted. The  
Reletting Charge is not a cancellation fee  
and does not release Resident(s) from  
obligations under this Agreement.



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**10. LIABILITY INSURANCE.** You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \$ \_\_\_\_\_, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential

This additional security deposit is required to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails,screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost repair or restoration after removal, etc.

**12. WHEN YOU MAY BEGIN INSTALLATION.** You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 10 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 11; and (4) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld.

**14. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slightly textured appearance and is set against a dark background.

*Erin, Newport*

Elisa Tuft-Valdez

**Date of Lease Contract**

September 21, 2020

**LEASE CONTRACT ADDENDUM FOR  
ENCLOSED GARAGE, CARPORT, OR STORAGE UNIT**



**1. DWELLING UNIT DESCRIPTION.**

Unit No. 1074, 7100 Grand  
Montecito Pkwy  
\_\_\_\_\_  
\_\_\_\_\_  
Las Vegas  
(city), Nevada, 89149 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: September 21, 2020  
Owner's name: Lofts at 7100  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):

Erin Newport  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. GARAGE, CARPORT, OR STORAGE UNIT.** You are entitled to exclusive possession of: *(check as applicable)*

- ☐ garage or carport attached to the dwelling;  
☐ garage space number(s) \_\_\_\_\_;  
☐ carport space number(s) \_\_\_\_\_; and/or  
☐ storage unit number(s) \_\_\_\_\_.

All terms and conditions of the Lease Contract apply to the above areas unless modified by this addendum.

**4. SECURITY DEPOSIT.** An additional security deposit of \$ \_\_\_\_\_ will be charged for the checked areas above. We *[check one]* ☐ will consider or ☐ will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in the Security Deposit paragraph of the Lease Contract *[check one]* ☐ does or ☐ does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

**5. ADDITIONAL MONTHLY RENT.** Your total monthly rent (as stated in the Lease Contract) will be increased by \$ \_\_\_\_\_. The monthly rent amount in the Rent and Charges paragraph of the Lease Contract *[check one]*

**7. NO DANGEROUS ITEMS.** Items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors in our sole judgment or that violate any government regulation may not be stored. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.

**8. NO SMOKE, FIRE, OR CARBON MONOXIDE DETECTORS.** No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law.

**9. GARAGE DOOR OPENER.** If an enclosed garage is furnished, you ☐ will ☐ will not be provided with a ☐ garage door opener and/or ☐ garage key. You will be responsible for maintenance of any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent.

**10. SECURITY.** Always remember to lock any door of a garage or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.

**11. INSURANCE AND LOSS/DAMAGE TO YOUR PROPERTY.** You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We are not responsible for pest control in such areas.

**12. COMPLIANCE.** As allowed by law, we may periodically open and enter garages and storerooms to ensure compliance with this addendum. In the event we enter the garage or storerooms, we will comply with the notice provisions set forth in the Lease Contract.

**13. NO LOCK CHANGES, ALTERATIONS, OR IMPROVEMENTS.** Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.

**14. MOVE-OUT AND REMEDIES.** Any items remaining after you have vacated the dwelling will be removed, sold, or otherwise disposed of according to the Lease Contract, which addresses disposition or sale of property left in an abandoned or surrendered dwelling. All remedies in the Lease Contract apply to areas covered by this addendum.

## This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

*Erin Newport*

Elisa Tuft-Valdez

September 21, 2020

## COMMUNITY POLICIES, RULES AND REGULATIONS ADDENDUM



*This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:*

Property Owner: Lofts at 7100

Resident(s): Erin Newport

Unit No./Address: #1074, 7100 Grand Montecito Pkwy, Las Vegas, NV 89149

Lease Date: 09/21/2020

### I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Dwelling Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time in accordance with State statute.

Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.

### II. POOL. This Community ☒ DOES; ☐ DOES NOT have a pool. When using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
- For their safety, Residents should not swim alone.
- Pool hours are posted at the pool.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool
- No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
- Resident(s) must accompany their guests.
- Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

#### IN CASE OF EMERGENCY DIAL 911

### III. FITNESS CENTER. This Community ☒ DOES; ☐ DOES NOT have a fitness center. When using the fitness center, Resident agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
- The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment. AA113
- Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment

IV. **PACKAGE RELEASE.** This Community ☐ DOES; ☒ DOES NOT accept packages on behalf of Residents.

*For communities that do accept packages on behalf of its Residents:*

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

V. **BUSINESS CENTER.** This Community ☒ DOES; ☐ DOES NOT have a business center.

Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to \_\_\_\_\_ minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.

VI. **AUTOMOBILES/BOATS/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only 1 vehicle per licensed Resident is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, or violating the Lease, the Parking Addendum or the Community Rules, in the sole judgment of Management, will be towed at vehicle owner's expense and in accordance with the notice requirements contained in applicable statute.
- Notwithstanding this, any vehicle parked in a space reserved for another resident and clearly marked as such, illegally parked in a fire lane, handicapped space, or otherwise posing an imminent threat of causing a substantial adverse effect on the health, safety or welfare of other residents, will immediately be towed, without notice, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

VII. **FIRE HAZARDS.** In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:

- Residents and guests will adhere to the Community rules and regulations and other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of 10 feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

VIII. **EXTERMINATING.** Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' dwelling and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. **Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the dwelling.
- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.

- X. WATER BEDS.** Resident shall not have water beds or other water furniture in the dwelling without prior written permission of Owner.
- XI. BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.
- XII. SIGNS.** Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.
- XIII. SATELLITE DISHES/ANTENNAS.** You must complete a satellite addendum and abide by its terms prior to installation or use.
- XIV. WAIVER/SEVERABILITY CLAUSE.** No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.
- XV. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:  
1) Persons 18 years of age and younger should not use pool without an adult present. 2) Guests must be limited to (2) per Leased Premises. Resident(s) must accompany their guest(s) at all times while in the pool/spa area. 3) Noise: Residents, household members and guest(s) shall not make or allow to be made any disturbing noises upon the Lease Premises. Quiet Hours are between 10pm and 7am.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have read, understand and agree to comply with the preceding provisions.

Erin Newport 09/21/2020  
Resident Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

Elisa Tuft-Valdez  
Owner Representative

09/22/2020  
Date

**SURETY BOND ADDENDUM**  
*Becomes part of Lease Contract*



Date: September 21, 2020  
(when this Addendum is filled out)

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

We require that you provide us with a security deposit to protect us from any damage or other losses that may occur during the time you lease the dwelling. You may choose to reduce or eliminate the security deposit by purchasing a surety bond from another company. If you purchase a surety bond, the bond will be available to us for recovery of any damage or other loss. Also, if you choose the surety bond, the agreement between you and the surety company will not be part of this lease agreement.

THE MONEY YOU PAY THE SURETY COMPANY IS NOT A SECURITY DEPOSIT AND IS NOT REFUNDABLE. FURTHERMORE, EVEN IF WE MAKE NO CLAIM AGAINST THE SURETY BOND, YOU WILL NOT BE ENTITLED TO ANY REFUND OF THE SURETY BOND PREMIUM AT THE END OF THE LEASE TERM.

If you purchase a surety bond, you will have obligations to the surety that are separate and independent from the duties you have to us under this Lease Contract. YOU WILL NOT BE RELEASED FROM YOUR OBLIGATIONS TO US, EXCEPT TO THE EXTENT THAT WE RECEIVE PAYMENTS FROM THE SURETY WHICH SATISFY YOUR OBLIGATIONS TO US. Specifically, if the surety does not pay the total amount of damage or other loss that we experience (including legal fees), you will be required to pay us for the remaining amount.

**Resident or Residents**  
(All residents must sign here)

Erin Newport  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Owner or Owner's Representative**  
(signs here)

Elisa Tuft-Valdez  
\_\_\_\_\_

**Date of Lease Contract**

September 21, 2020  
\_\_\_\_\_

**NAA**  
NATIONAL APARTMENT ASSOCIATION  
We Lead the Way Home

(city), Nevada, 89149 (zip code).

Owner's name: **Lofts at 7100**

Erin Newport

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. CONCESSION/DISCOUNT AGREEMENT.** As consideration for your agreement to remain in your dwelling and to fulfill your Lease obligations throughout the full term of your Lease, you will receive the following rent Concession and or Discount.

*[Check all that apply]*

☐ **One-Time Concession.** You will receive a One-Time Concession off the rent indicated in the Rent and Charges paragraph of the Lease Contract in the total amount of \$ \_\_\_\_\_. This Concession will be credited to your rent due for the month(s) of: \_\_\_\_\_

☐ **Monthly Discount/Concession.** The rent indicated in the Rent and Charges paragraph of the Lease Contract includes a Monthly Discount of \$ \_\_\_\_\_ per month off of the suggested rental rate for your dwelling.

☐ **Other Discount/Concession.** You will receive the following discount off the rent indicated in the Rent and Charges paragraph of the Lease Contract:

☐ **Non-Monetary Concession.** You will receive the following non-monetary concession during the term of the Lease.

#### 4. CONCESSION CANCELLATION AND CHARGE-BACK.

The concession and discounts indicated above are provided to you as an incentive and with the understanding that you will fulfill your obligations under the Lease Contract through the entire term of your Lease.

If your lease is terminated early due to your default (for example, if you abandon the premises without paying rent or are evicted), this Concession/Discount Agreement will be immediately terminated, and you will be required to immediately repay to the Owner the amounts of all *[Check all that apply]*

- ☐ Concessions
- ☐ Discounts

that you have actually received for the months you resided in the Premises, and without further notice from us.

**5. MARKET RENT.** The market rent for this dwelling is the rent stated in the NAA Lease Contract. You acknowledge that the market rent is a fair representation of what the specific dwelling would actually rent for at the time the Lease Contract was negotiated and executed, and is reflective of the rent for a similar dwelling at comparable properties.

**6. SPECIAL PROVISIONS.** The following special provisions control over any conflicting provisions of this printed Addendum form or the Lease Contract.

**LEASE ADDENDUM  
LIABILITY INSURANCE REQUIRED OF RESIDENT**



**1. DWELLING UNIT DESCRIPTION.**

Unit No. 1074, 7100 Grand  
Montecito Pkwy  
\_\_\_\_\_  
\_\_\_\_\_  
Las Vegas (street address) in  
(city), Nevada, 89149 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: September 21, 2020  
Owner's name: Lofts at 7100  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):

Erin Newport  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. ACKNOWLEDGMENT CONCERNING INSURANCE OR DAMAGE WAIVER.**

You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) or the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. You understand that the Insurance paragraph of the Lease Contract requires you to maintain a liability insurance policy, which provides limits of liability to third parties in an amount not less than \$ 100000.00 per occurrence. You understand and agree to maintain at all times during the Term of the Lease Contract and any renewal periods a policy of personal liability insurance satisfying the requirements listed below, at your sole expense.

**4. REQUIRED POLICY.** You are required to purchase and maintain personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of

or better, licensed to do business in Nevada. The carrier is required to provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage.

**5. We may provide you with information of an insurance program that we make available to residents, which provides you with an opportunity to buy renter's insurance from a preferred company. However, you are free to contract for the required insurance with a provider of your choosing.**

**6. SUBROGATION ALLOWED.** You and we agree that subrogation is allowed by all parties and that this agreement supersedes any language to the contrary in the Lease Contract.

**7. YOUR INSURANCE COVERAGE.** You have purchased the required personal liability insurance from the insurance company of your choosing listed below that is licensed to do business in this state, and have provided us with written proof of this insurance prior to the execution and commencement of the Lease Contract. You will provide additional proof of insurance in the future at our request.

Insurance Company: \_\_\_\_\_  
\_\_\_\_\_

**8. DEFAULT.** Any default under the terms of this Addendum shall be deemed an immediate, material and incurable default under the terms of the Lease Contract, and we shall be entitled to exercise all rights and remedies under the law.

**9. MISCELLANEOUS.** Except as specifically stated in this Addendum, all other terms and conditions of the Lease Contract shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.

**10. SPECIAL PROVISIONS:**

Proof of Renter's Insurance is to be  
provided prior to move-in. You agree to  
maintain Renter's Insurance throughout  
the term of this Lease Agreement with a  
minimum of \$100,000 covering property  
damage and liability, to notify us within  
30 days of cancellation. Lofts at 7100  
must be listed as an "Additional  
Interested Party" or "Additional  
Certificate Holder" to: Avant P.O. BOX  
115009 Carrollton, TX 75011-5009.  
Liability Insurance DOES NOT protect  
personal property or belongings. No  
insurance is provided by Owner for  
Resident(s) personal property or  
additional living expense.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LEASE ADDENDUM  
FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE**



**1. DWELLING UNIT DESCRIPTION.**

Unit No. 1074, 7100 Grand  
Montecito Pkwy  
\_\_\_\_\_  
(street address) in  
Las Vegas  
(city), Nevada, 89149 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: September 21, 2020  
Owner's name: Lofts at 7100  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):

Erin Newport  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. REMOTE CONTROL/CARDS/CODE FOR GATE ACCESS.**

- ☐ **Remote control for gate access.** Each person who is listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or other occupants will require a \$ \_\_\_\_\_ non-refundable fee.
- ☒ **Cards for gate access.** Each person who is listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or other occupants will require a \$ \_\_\_\_\_ non-refundable fee.
- ☐ **Code for gate access.** Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

**4. DAMAGED, LOST OR UNRETURNED REMOTE CONTROLS, CARDS OR CODE CHANGES.**

- ☐ If a remote control is lost, stolen or damaged, a \$ \_\_\_\_\_ fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ \_\_\_\_\_

**5. REPORT DAMAGE OR MALFUNCTIONS.** Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

**6. FOLLOW WRITTEN INSTRUCTIONS.** We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or other occupants, guests or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

**7. PERSONAL INJURY AND/OR PERSONAL PROPERTY DAMAGE.** Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates, unless such injury, death, damage or loss was a direct result of negligence or intentional acts by us or our employees. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.

**8. RULES IN USING VEHICLE GATES.**

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby

(1) Key Fob per Lease Premises will be issued at move-in. Damaged, Lost or Unreturned Key Fob(s) will result in a \$50 charge to your Final Account Statement at move-out.

Erin Newport

Elisa Tuft-Valdez

September 21, 2020



**NAA**  
NATIONAL APARTMENT ASSOCIATION  
We Lead the Way Home

## AA121

## NO-SMOKING ADDENDUM



Date: September 21, 2020  
(when this Addendum is filled out)

*All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.*

### 1. DWELLING UNIT DESCRIPTION.

Unit No. 1074, 7100 Grand  
Montecito Pkwy  
\_\_\_\_\_  
Las Vegas (street address) in  
(city), Nevada, 89149 (zip code).

### 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: September 21, 2020  
Owner's name: Lofts at 7100

Residents (list all residents):

Erin Newport

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. DEFINITION OF SMOKING.** Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus *Nicotiana* or the species *N. tabacum* which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

**4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED.** All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any dwelling building or interior of any portion of the apartment

Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents inside any dwelling or building is also prohibited by this Addendum and other provisions of the Lease Contract.

**5. SMOKING OUTSIDE BUILDINGS OF THE APARTMENT COMMUNITY.** Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least \_\_\_\_\_ feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling ☐ is ☐ is not permitted.

The following outside areas of the community may be used for smoking: \_\_\_\_\_

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

### 6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING.

You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free apartment community.

### 7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS.

You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes

**9. EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING.**

Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

**10. YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS.** You are responsible

**FAMILY MEMBERS, AND GUESTS.** You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.

**11. THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT.** Although we prohibit smoking in all

**ENVIRONMENT.** Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your dwelling or the apartment community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

**12. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

This image shows a full page of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for handwriting practice or general writing. There are no margins, text, or other markings on the page.

**Resident or Residents**  
(All residents must sign here)

Erin Newport

**Owner or Owner's Representative**  
(Sign here)

Elisa Tuft-Valdez

**NAA**  
NATIONAL APARTMENT ASSOCIATION  
We Lead the Way Home

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

AA124

## RESIDENT PARKING ADDENDUM



Date: September 21, 2020  
(when this Addendum is filled out)

### 1. DWELLING UNIT DESCRIPTION.

Unit No. 1074, 7100 Grand  
Montecito Pkwy  
\_\_\_\_\_  
(street address) in  
Las Vegas  
(city), Nevada, 89149 (zip code).

### 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: September 21, 2020  
Owner's name: Lofts at 7100  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):

Erin Newport  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The term of this Parking Addendum is as follows:  
Begins on \_\_\_\_\_, \_\_\_\_\_ and  
ending on \_\_\_\_\_, \_\_\_\_\_.

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

### RESIDENT AND OWNER AGREE AS FOLLOWS:

3. You agree to properly register all vehicles with management. If you get a new or replacement vehicle you must notify us and complete a revised agreement.
4. If you are provided with a parking tag or sticker it must be properly installed and prominently displayed in the location and manner we require.
5. Unless your vehicle(s) has been assigned a specific space(s) you may park in any available space(s) in the parking areas, with the exception of spaces reserved for a particular use or any marked handicap space, unless you possess a government issued handicap decal or similar signage.
6. If you are assigned a specific parking space(s) we shall assign you the space(s) and retain the right to change assigned spaces

10. You understand that we will not be held liable for any damage or theft that may occur while your vehicle(s) is parked on any part of the property. Upon signing this agreement you knowingly accept the risk of parking any vehicle(s) on the property.

11. Any action by you, any occupant, guest, or visitor that violates this addendum shall constitute a violation of the Lease Contract.

12. You understand and agree that any judgment of possession entered against you shall be a judgment for possession of any parking spaces which you are entitled to under this addendum. Once such judgment is rendered and executed upon you, you shall immediately remove all vehicles from the property parking areas. If you fail to remove your vehicle(s), we shall tow the vehicle(s) at your expense and in accordance with applicable statutes. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).

### COST FOR PARKING

Resident agrees to pay a onetime fee of \$ \_\_\_\_\_ per vehicle on or before the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. Alternatively, resident agrees to pay \$ \_\_\_\_\_ monthly per vehicle due on or before the \_\_\_\_\_ day of the month. If no amount is filled in parking shall be free for properly registered and authorized vehicles.

Resident understands and accepts that all-parking rights and privileges will immediately be revoked in the case that Resident is \_\_\_\_\_ days delinquent in paying the required parking fee.

Resident agrees to pay \$ \_\_\_\_\_ NSF fee for all checks returned for non-sufficient funds. Resident agrees that unpaid parking fees shall become additional rent pursuant to the Lease Contract. Resident agrees that we are permitted to pursue any remedy contained in the Lease Contract or under applicable statute for your non-payment of these parking fees.

### VEHICLE INFORMATION:

#### Vehicle 1

Make: \_\_\_\_\_  
Model & Year: \_\_\_\_\_  
State: \_\_\_\_\_  
License Plate: \_\_\_\_\_  
Permit Number: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Parking Space: \_\_\_\_\_

#### Vehicle 2

Make: \_\_\_\_\_  
Model & Year: \_\_\_\_\_

## This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery.

*Erin, Newport*

Elisa Tuft-Valdez

09/22/2020

**NAA**  
NATIONAL APARTMENT ASSOCIATION  
We Lead the Way Home

Erin Newport

**NAA**  
NATIONAL APARTMENT ASSOCIATION  
We lead the Way Home

Unit No. \_\_\_\_\_ 1074 \_\_\_\_\_ , 7100 Grand  
Montecito Pkwy \_\_\_\_\_  
\_\_\_\_\_ (street address) in  
Las Vegas \_\_\_\_\_  
(city), Nevada, \_\_\_\_\_ 89149 \_\_\_\_\_ (zip code).

Lease Contract Date: September 21, 2020  
Owner's name: Lofts at 7100

Erin Newport

1. Engaging in any act intended to facilitate any type of criminal activity.
2. Permitting the Premises to be used for, or facilitating on the Premises any Criminal or drug related activity, by any member of the household or guest.
3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the

**6. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

[illegible]



**NAA**  
NATIONAL APARTMENT ASSOCIATION  
We Lead the Way Home

Unit No. 1074, 7100 Grand  
Montecito Pkwy  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
Las Vegas  
\_\_\_\_\_  
(city), Nevada, 89149 (zip code).

Lease Contract Date: September 21, 2020  
Owner's name: Lofts at 7100

Erin Newport

**3. PURPOSE OF ADDENDUM.** The purpose of this Addendum is to provide you with notice that the apartment is located in a mixed-use living environment. The area surrounding the apartment contains both residences and commercial businesses. These commercial entities will produce certain noises, sounds, and odors up to twenty-four (24) hours a day.

The apartment is located in the immediate area of commercial businesses, including, but not limited to, bars, nightclubs, restaurants and retail stores. Certain challenges may be associated with living in immediate proximity to such commercial businesses. These challenges may include these businesses emitting, but are not limited to: lights, noises, sounds (including but not limited to music, voices and other forms of entertainment), vibrations, odors and smoke, which may penetrate the walls and floors of the apartment. Such challenges may occur up to twenty-four (24) hours a day.

**6. ASSUMPTION OF RISK / WAIVER.** You have chosen to reside at the apartment despite any inconveniences such as those disclosed herein or any other inconvenience, which may be associated with living in a mixed-use environment. You further agree: You are voluntarily assuming the risks of inconvenience and nuisance related to residing in an apartment located in a mixed-use area. You agree that any inconvenience associated with the mixed-use and/or the surrounding area, such as, but not limited to, those disclosed herein, will not be deemed to give you any offset to rent obligations, nor will they be the basis for a complaint against us for rent relief, constructive eviction, fitness and habitability, peaceful and quiet enjoyment, nuisance, or any other claim, right or remedy. We shall have no duty to evict any commercial business for any lights, sounds, vibrations, odors, etc. that may occur as a result of their commercial business. As such, you waive any and all claims against us that arise out of or are in any way related to lights, noises, sounds, vibrations, smoke, odors or any other inconvenience that may be caused by commercial businesses within the mixed-use area and/or their guests.

**8. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

AA129

**NAA**  
NATIONAL APARTMENT ASSOCIATION  
We Lead the Way Home

without our prior written consent. Permitting your dwelling to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.

## AA130

**NAA**  
NATIONAL APARTMENT ASSOCIATION  
We Lead the Way Home

(city), Nevada, 89149 (zip code).

Owner's name: Lofts at 7100

Erin Newport

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE OF ADDENDUM.** In consideration of your agreeing to rent a washer and dryer from us and by signing this Addendum, you agree to the terms and conditions set forth herein.

**A. Washer and Dryer Rental Fees.** We agree to rent to you a washer and dryer for the sum of \$ \_\_\_\_\_ per month, beginning on \_\_\_\_\_ and expiring concurrently with the above referenced Lease Contract, including any renewal periods.

You shall pay the monthly washer and dryer rental amount in advance and without demand, as additional rent, along with your monthly rent payment. If any monthly washer and dryer rent is not paid on or before the due date, we or our agent(s) reserve the right to remove the equipment, as provided by law.

**B. Identification of Washer and Dryer.** You are entitled to exclusive use of a:

- ☐ Full Size  
☐ Stackable  
☐ Other: \_\_\_\_\_

consent will constitute theft, and result in our reporting to law enforcement and pursuit of both criminal and civil penalties against you.

**C. Responsibility for Damages.** You agree to immediately report any and all repairs or maintenance needed to the equipment to us. You will be responsible for any damages to our property, or to the personal property of others, if you fail to promptly report needed repairs or maintenance, and such needed repairs or maintenance not being able to be carried out causes damage to our property, or to the personal property of others. Except as may otherwise be prohibited by law, (1) you are responsible for any damage caused by a leaking washer, and will be billed by us for such damage; (2) we are not liable for any damage caused by the equipment; (3) you agree to waive any and all claims, liabilities and actions of any nature you may ever have against us and our agents for the delivery, repair, maintenance or removal of equipment unless such claims arise from any proximately caused negligence or intentional act committed by us or our agents; and (4) you agree to indemnify and to hold us and our agents harmless from and/or for any and all damages of any nature or kind arising from your willful or negligent misuse of the equipment.

**D. Insurance.** At all times you must carry renter's insurance that provides insurance coverage for damage to your personal belongings from accidental water discharge from the equipment or other causes. The insurance must also provide coverage for any potential liability, due to your fault, for water or other damage to other units and to personal property of others. You must verify with your insurance agent that such coverages are included in your policy and must furnish us a copy of the policy upon our request.

You agree to allow our agent(s) access to the dwelling and the equipment for the purpose of delivery, repair, maintenance, replacement or removal of the equipment in accordance with applicable statute. You agree to make any necessary preparations, including clearing a path to the laundry closet and securing all pets. Additionally, without advanced notice, you agree to allow our agent(s) access to the dwelling and the equipment in the event of an emergency, in accordance with applicable statute.

purposes, to use diligence in using the equipment, and to take proper care of the equipment. An equipment operations manual will be provided to you upon your request. You acknowledge that you know how to operate the equipment. You are liable to us for all damages to the equipment beyond normal wear and tear including, but not limited to, scratches, dents, dings and costs for repairs. You must pay us for all damages to the equipment upon demand. If not previously paid, we will assess the cost of equipment rent and damages to the equipment against your security deposit and/or final account upon move-out. If you remove the equipment from the dwelling, you shall pay us the actual cost of replacing the equipment.

8. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

**Resident or Residents**  
*(All residents must sign)*

*Eria Newport*

**Owner or Owner's Representative**  
*(signs below)*

*Elisa Tuft-Valdez*

**Date of Signing Addendum**

09/22/2020

**NAA**  
NATIONAL APARTMENT ASSOCIATION  
We Lead the Way Home

## AA133

**NAA**  
NATIONAL APARTMENT ASSOCIATION  
We Lead the Way Home

Unit No. 1074, 7100 Grand  
Montecito Pkwy  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
Las Vegas  
\_\_\_\_\_  
(city), Nevada, 89149 (zip code).

Lease Contract Date: September 21, 2020  
Owner's name: Lofts at 7100

Erin Newport

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**4. PHOTO AND VIDEO RELEASE.** You hereby grant us and our agents and affiliates (collectively, the "Released Parties") permission and a license to take, use, reuse, and publish the likeness of you and any minor occupants in all photographs or other electronic and/or digital media in any and all of our publications, including, without limitation, any website entries, advertising websites, and any other marketing materials. You understand and agree that these materials will become the property of the Released Parties and will not be returned. You agree to irrevocably authorize the Released Parties to edit, alter, copy, exhibit, publish, or distribute this media for any lawful purpose whatsoever including, without limitation, promotional and advertising uses. You waive the right to inspect or approve the finished product, including any written or electronic copy, wherein your likeness appears now or in the future. In addition, you waive any right to payment, royalties, or any other compensation arising or related to the use of the media.

**6. RELEASE OF LIABILITY.** You hereby release, hold harmless, and forever discharge us from any claims or causes of actions including, without limitation, any and all claims for libel or violation of any right of publicity or privacy, related to our use of the media in any and all of our publications, including any website entries, advertising websites, social media websites, and any other marketing material so long as the claim or cause of action does not result from our intentional misconduct or gross negligence. This consent and release shall be binding upon you and your heirs, legal representatives and assigns.

**8. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

**Resident or Residents**  
(All residents must sign)

*Erin Newport*

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---

---

**Owner or Owner's Representative**  
(signs below)

*Elisa Tuft-Valdez*

**Date of Signing Addendum**

---

09/22/2020

**NAA**  
NATIONAL APARTMENT ASSOCIATION  
We Love the Way You Live

**C. Reasonable Accommodation.** A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common areas.

**E. Restoration Reimbursement.** At the end of your tenancy, you may be responsible to restore the interior of your dwelling to its pre-modification condition at your expense,<sup>AA136</sup> depending on the nature of the modification. Again,

# EXHIBIT 3



Nevada Immunization Record  
Official Document

Registro de Inmunización  
Documento Oficial

Name/Nombre: **MARIAH MCALLISTER**

Date of Birth/Fecha de Nacimiento: **09/03/2014**

Gender/Género: **F**

Nevada WebIZ ID#: **3103178**

Date of Next Vaccination/Fecha de Próxima Vacuna: **10/13/2020**

Present this record at each medical visit.  
Presente este documento durante sus visitas médicas.

Immunization Provider:

SO NV HEALTH DIST - MAIN  
PO BOX 3902  
LAS VEGAS, NV 89127

702-759-0850

Allergies/Precautions/Contraindications  
Alergias/Precauciones/Contraindicaciones:

Vaccine Reactions / Reacciones contra Vacunas:

Comments

Date	Note

Vaccine/Vacuna	Date Given Dada en la Fecha MM/DD/YYYY	Age at Imm. Edad Cuando Imm.	Doctor or Clinic Doctor o Clínica
Influenza			
1			
2			
3			

Vaccine/Vacuna	Date Given Dada en la Fecha MM/DD/YYYY	Age at Imm. Edad Cuando Imm.	Doctor or Clinic Doctor o Clínica
DTaP/Td/Tdap			
1 DTaP-Hep B-IPV	11/26/2014	0Y 2M 23D	DVP-CENTER
2 DTaP-Hep B-IPV	01/13/2015	0Y 4M 10D	DVP-CENTER
3 DTaP-Hep B-IPV	03/17/2015	0Y 6M 14D	DVP-SUMRL
4 DTaP	02/07/2020	5Y 5M 4D	SNHD
5			
Polio			
1 DTaP-Hep B-IPV	11/26/2014	0Y 2M 23D	DVP-CENTER
2 DTaP-Hep B-IPV	01/13/2015	0Y 4M 10D	DVP-CENTER
3 DTaP-Hep B-IPV	03/17/2015	0Y 6M 14D	DVP-SUMRL
4 IPV	02/07/2020	5Y 5M 4D	SNHD
5			
MMR/Measles			
1 MMRV	02/07/2020	5Y 5M 4D	SNHD
2 MMRV	07/23/2020	5Y 10M 20D	SNHD
3			
4			
5			
Hib			
1 Hib (PRP-OMP)	11/26/2014	0Y 2M 23D	DVP-CENTER
2 Hib (PRP-OMP)	01/13/2015	0Y 4M 10D	DVP-CENTER
3			
4			
5			
HEPB			
1 Hep B, ped/adol	09/14/2014	0Y 0M 11D	CENHILLHO
2 DTaP-Hep B-IPV	11/26/2014	0Y 2M 23D	DVP-CENTER
3 DTaP-Hep B-IPV	01/13/2015	0Y 4M 10D	DVP-CENTER
4 DTaP-Hep B-IPV	03/17/2015	0Y 6M 14D	DVP-SUMRL
5			
HEPA			
1 Hep A, ped/adol	02/07/2020	5Y 5M 4D	SNHD
2 Hep A, ped/adol	08/11/2020	5Y 11M 8D	SNHD
3			
Pneumococcal			
1 PCV-13 (Prevnar 13)	11/26/2014	0Y 2M 23D	DVP-CENTER
2 PCV-13 (Prevnar 13)	01/13/2015	0Y 4M 10D	DVP-CENTER
3 PCV-13 (Prevnar 13)	01/23/2015	0Y 4M 20D	DVP-CENTER
4 PCV-13 (Prevnar 13)	03/17/2015	0Y 6M 14D	DVP-SUMRL
5			
ROTA			
1 Rotavirus (Rotarix)	11/26/2014	0Y 2M 23D	DVP-CENTER
2 Rotavirus (Rotarix)	01/13/2015	0Y 4M 10D	DVP-CENTER
3 Rotavirus (Rotarix)	01/23/2015	0Y 4M 20D	DVP-CENTER
4			
5			
Varicella(CPOX)			
1 MMRV	02/07/2020	5Y 5M 4D	SNHD
2 MMRV	07/23/2020	5Y 10M 20D	SNHD
3			
Other			
1			
2			
3			
Meningococcal			
1			
2			
3			
HPV			
1			
2			
3			



Nevada Immunization Record  
Official Document

Registro de Inmunización  
Documento Oficial

Name/Nombre: **MALAN F MCALLISTER**

Date of Birth/Fecha de Nacimiento: **09/03/2014**

Gender/Género: **F**

Nevada WebIZ ID#: **3103166**

Date of Next Vaccination/Fecha de Próxima Vacuna: **10/13/2020**

Present this record at each medical visit.  
Presente este documento durante sus visitas médicas.

Immunization Provider:

SO NV HEALTH DIST - MAIN  
PO BOX 3902  
LAS VEGAS, NV 89127

702-759-0850

COPY

Allergies/Precautions/Contraindications

Alergias/Precauciones/Contraindicaciones:

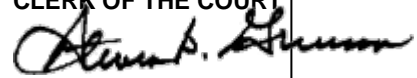
Vaccine Reactions / Reacciones contra Vacunas:

Comments

Date	Note

Vaccine/Vacuna	Date Given Dada en la Fecha MM/DD/YYYY	Age at Imm. Edad Cuando Imm.	Doctor or Clinic Doctor o Clínica
<b>DTaP/Td/Tdap</b>			
1 DTaP-Hep B-IPV	11/26/2014	0Y 2M 23D	DVP-CENTER
2 DTaP-Hep B-IPV	01/13/2015	0Y 4M 10D	DVP-CENTER
3 DTaP-Hep B-IPV	03/17/2015	0Y 6M 14D	DVP-SUMRL
4 DTaP	02/07/2020	5Y 5M 4D	SNHD
5			
<b>Polio</b>			
1 DTaP-Hep B-IPV	11/26/2014	0Y 2M 23D	DVP-CENTER
2 DTaP-Hep B-IPV	01/13/2015	0Y 4M 10D	DVP-CENTER
3 DTaP-Hep B-IPV	03/17/2015	0Y 6M 14D	DVP-SUMRL
4 IPV	02/07/2020	5Y 5M 4D	SNHD
<b>MMR/Measles</b>			
1 MMRV	02/07/2020	5Y 5M 4D	SNHD
2 MMRV	07/23/2020	5Y 10M 20D	SNHD
<b>Hib</b>			
1 Hib (PRP-OMP)	11/26/2014	0Y 2M 23D	DVP-CENTER
2 Hib (PRP-OMP)	01/13/2015	0Y 4M 10D	DVP-CENTER
3			
4			
<b>HEPB</b>			
1 Hep B, ped/adol	09/14/2014	0Y 0M 11D	PR
2 DTaP-Hep B-IPV	11/26/2014	0Y 2M 23D	DVP-CENTER
3 DTaP-Hep B-IPV	01/13/2015	0Y 4M 10D	DVP-CENTER
4 DTaP-Hep B-IPV	03/17/2015	0Y 6M 14D	DVP-SUMRL
5			
<b>HEPA</b>			
1 Hep A, ped/adol	02/07/2020	5Y 5M 4D	SNHD
2 Hep A, ped/adol	08/11/2020	5Y 11M 8D	SNHD
3			
<b>Pneumococcal</b>			
1 PCV-13 (Prevnar 13)	11/26/2014	0Y 2M 23D	DVP-CENTER
2 PCV-13 (Prevnar 13)	01/13/2015	0Y 4M 10D	DVP-CENTER
3 PCV-13 (Prevnar 13)	01/23/2015	0Y 4M 20D	DVP-CENTER
4 PCV-13 (Prevnar 13)	03/17/2015	0Y 6M 14D	DVP-SUMRL
5			
<b>ROTA</b>			
1 Rotavirus (Rotarix)	11/26/2014	0Y 2M 23D	DVP-CENTER
2 Rotavirus (Rotarix)	01/13/2015	0Y 4M 10D	DVP-CENTER
3 Rotavirus (Rotarix)	01/23/2015	0Y 4M 20D	DVP-CENTER
<b>Varicella(CPOX)</b>			
1 MMRV	02/07/2020	5Y 5M 4D	SNHD
2 MMRV	07/23/2020	5Y 10M 20D	SNHD
<b>Other</b>			
1			
<b>Meningococcal</b>			
1			
2			
<b>HPV</b>			
1			
2			
3			

Vaccine/Vacuna	Date Given Dada en la Fecha MM/DD/YYYY	Age at Imm. Edad Cuando Imm.	Doctor or Clinic Doctor o Clínica
<b>Influenza</b>			
1			
2			
3			



CITA  
**THE ISSO & HUGHES LAW FIRM**  
JENNIFER ISSO, ESQ.  
Nevada Bar No. 13157  
2470 Saint Rose Parkway #306F  
Henderson, Nevada 89074  
Telephone: (702) 712-7811  
ji@issohugheslaw.com  
*Attorney for Petitioners*

**DISTRICT COURT, FAMILY DIVISION  
CLARK COUNTY, NEVADA**

In the Matter of the Guardianship of the  
Persons:

MALAN FAITH MCCALLISTER and  
MARIAH GRACE MCCALLISTER,

**Protected Minors.**

CASE NO.: G-19-052440-M  
DEPT. NO.: B

DATE OF HEARING:  
TIME OF HEARING:

**CITATION TO APPEAR AND SHOW CAUSE**

TO: **MALAN FAITH MCCALLISTER and MARIAH GRACE MCCALLISTER,  
MONTRAIL GREEN, JERMIA COAXUM**

TO: THE PEOPLE OF THE STATE OF NEVADA, and,

TO: Any person having the care, custody and control of said wards, **MALAN FAITH  
MCCALLISTER and MARIAH GRACE MCCALLISTER.**

YOU ARE HEREBY CITED, and required to appear before a Judge of this Court at the  
date, time and place specified below and to show cause, if any, why a guardianship over the  
person and estate of **MALAN FAITH MCCALLISTER and MARIAH GRACE  
MCCALLISTER** should not be terminated.

THIS CITATION is based upon the verified Petition to Terminate Guardianship filed by  
ERIN GARCIA and upon Order of this Court.

1 NOTE: the Minor Ward and Petitioners need to appear at the scheduled hearing; all other  
2 interested persons do not need to appear unless they wish to enter an objection.

3 **DATE AND TIME OF COURT APPEARANCE**

4 The 20 day of November, 2020 at 10:30 AM o'clock \_\_\_\_\_ M.,  
5  
6 in Department B at.

7   X   ~~Family Court Services Center~~  
8 ~~////////601 North Pecos Road////////~~  
9 ~~////////Las Vegas, Nevada 89101~~

10   X   Regional Justice Center  
11 200 Lewis Avenue  
12 Las Vegas, Nevada 89101

13 Dated this 23 day of October, 2020.

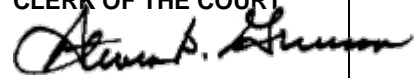
14 STEVEN D. GRIERSON  
15 CLERK OF COURT

16 BY

17 Deputy Clerk

18 Ruby Ochoa

19 Electronically Issued  
20 10/23/2020



COS  
THE ISSO & HUGHES LAW FIRM  
JENNIFER ISSO, ESQ.  
Nevada Bar No. 13157  
2470 Saint Rose Parkway #306f  
Henderson, Nevada 89074  
Telephone: (702) 712-7811  
ji@issohugheslaw.com  
Attorney for Petitioner

DISTRICT COURT, FAMILY DIVISION  
CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the Persons:	CASE NO: G-19-052440-M
<u>MALAN FAITH MCCALLISTER and</u> <u>MARIAHGRACE MCCALLISTER,</u>	DEPT NO: B
<b>Protected Minors.</b>	

**CERTIFICATE OF MAILING**

I, the undersigned, do hereby certify that on the 24th day of October 2020, a true and correct copy of the Petitioner's Petition to Terminate Guardianship, Exhibits, and Citation to Appear and Show Cause was Mailed, U.S. Postage Paid to the following:

Patricia Horton  
3674 Santa Sabina Ave.  
Las Cruces, NM. 88012

Montrail Green  
8904 Goldstar Ave.  
Las Vegas, NV. 89143

Jermia Coaxum  
8904 Goldstar Ave.  
Las Vegas, NV. 89143

1 Ryan McCallister Jr.  
2 1117101 P.O. Box 208SDCC  
3 Indian Springs, NV. 89070

4 Kelly Newport  
5 1860 Soto Lane and 6500 Vegas Dr. #1043  
6 N. Las Vegas, NV. 89032 Las Vegas, NV. 89108

7 Joy Anne Newport  
8 1860 Soto Lane  
9 N. Las Vegas, NV. 89032

10 Erin Newport  
11 6006 Belleau Wood Lane  
12 Sacramento, CA. 95822

13 Ryan McCallister Sr.  
14 819 Red Sox Ave.  
15 N. Las Vegas, NV. 89030

16 ReAnn McCallister  
17 2293 Exeter Dr. Apt. D  
18 Las Vegas, NV. 89156

19 William Cary  
20 4928 Crystal Breeze Lane  
21 N. Las Vegas, NV. 89031

22 Leah Cary  
23 4928 Crystal Breeze Lane  
24 N. Las Vegas, NV. 89031

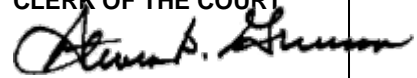
25 Cindy Bean  
26 3708 Colfax Circle  
27 Las Vegas, NV. 89084

28 Cindy Bean  
6916 Dipper Ave.  
N. Las Vegas, NV. 89084

Patricia Warnock, Esq.  
Via Odyssey E-Service

/s/ Jennifer Isso

An employee of  
ISSO & HUGHES



COS  
THE ISSO & HUGHES LAW FIRM  
JENNIFER ISSO, ESQ.  
Nevada Bar No. 13157  
2470 Saint Rose Parkway #306f  
Henderson, Nevada 89074  
Telephone: (702) 712-7811  
ji@issohugheslaw.com  
Attorney for Petitioner

DISTRICT COURT, FAMILY DIVISION  
CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the Persons:	CASE NO: G-19-052440-M
<u>MALAN FAITH MCCALLISTER and</u> <u>MARIAHGRACE MCCALLISTER,</u>	DEPT NO: B
<b>Protected Minors.</b>	

**AMENDED CERTIFICATE OF MAILING**

I, the undersigned, do hereby certify that on the 24th day of October 2020, a true and correct copy of the Petitioner's Petition to Terminate Guardianship, Exhibits, and Citation to Appear and Show Cause was Mailed, U.S. Postage Paid to the following:

Patricia Horton  
3674 Santa Sabina Ave.  
Las Cruces, NM. 88012

Montrail Green  
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Las Vegas, NV. 89143

Jermia Coaxum  
8904 Goldstar Ave.  
Las Vegas, NV. 89143

Ryan McCallister Jr.  
1117101 P.O. Box 208SDCC  
Indian Springs, NV. 89070

Kelly Newport  
1860 Soto Lane  
N. Las Vegas, NV. 89032

and 6500 Vegas Dr. #1043  
Las Vegas, NV. 89108

Joy Anne Newport  
1860 Soto Lane  
N. Las Vegas, NV. 89032

Ryan McCallister Sr.  
819 Red Sox Ave.  
N. Las Vegas, NV. 89030

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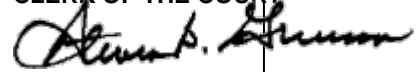
Cindy Bean  
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N. Las Vegas, NV. 89084

///

Patricia Warnock, Esq.  
Via Odyssey E-Service

/s/ Jennifer Isso

An employee of  
ISSO & HUGHES



1 **OBJ**

2 **PATRICIA WARNOCK, ESQ.**

3 Nevada Bar #14432

4 **JOHN SCHALLER, ESQ.**

5 Nevada Bar #15092

6 **JOHN BUCHMILLER & ASSOCIATES**

7 516 South Fourth Street

8 Las Vegas, Nevada 89101

9 Phone: (702) 849-0616 Fax: (702) 583-7373

10 patricia@buchmillerlaw.com

11 jschaller@buchmillerlaw.com

12 *Attorneys for Guardians Montrail Green and Jermia Coaxum-Green*

13  
14 EIGHTH JUDICIAL DISTRICT COURT  
15 FAMILY DIVISION  
16 COUNTY OF CLARK, STATE OF NEVADA  
17

18 In the Matter of the Guardianship of the  
19 Persons:

20 MALAN FAITH MCCALLISTER and  
21 MARIAH GRACE MCCALLISTER,

22 Protected Minors.

CASE NO: G-19-052440-M

DEPT NO: B

HEARING DATE: 11/20/20

HEARING TIME: 10:30 A.M.

23 **OBJECTION TO PETITION TO TERMINATE GUARDIANSHIP**

24 **NOW COMES** the named Guardians and Respondents, MONTRAIL GREEN and  
25 JERMIA COAXUM GREEN (“The Greens”), by and through their legal counsel PATRICIA  
26 WARNOCK, ESQ. and JOHN SCHALLER, ESQ., of JOHN BUCHMILLER & ASSOCIATES,  
27 LLC, and files this **OBJECTION TO PETITION TO TERMINATE GUARDIANSHIP** over  
28 MALAN FAITH MCCALLISTER and MARIAH GRACE MCCALLISTER (collectively,  
“Protected Minors”). In accordance with NRS 159A, the Greens object as follows:

///

///

1 **POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 **Background**

4 This action stems from the neglect of twin girls, Malan and Mariah McCallister. Over the  
5 course of their lives, the girls have been transferred from house to house. Erin Newport (“Mom”)  
6 and Ryan McCallister (“Dad”) were not married, but had been involved in an on and off again  
7 intimate relationship. Before Malan and Mariah came under the care of Guardians in or around  
8 May 2019, the primary caregiving responsibilities were satisfied by the children’s family members.  
9 After they were born in 2014, Malan and Mariah moved in with their paternal great-Aunt, Winifred  
10 McCallister, until she passed away in 2017. From 2017 to May 2019, the children lived with their  
11 maternal grandfather, Kelly Newport (“Kelly”), who was no longer able to care for them due to  
12 his health issues. Although they have never really lived with their mother or father, prior to this  
13 Guardianship there were not any current court orders concerning custody of Malan and Mariah  
14 McCallister.

15 “Dad” is not listed on either child’s birth certificate and there has never been a court order  
16 regarding child support, custody, or a finding of paternity. Dad has never been a primary caregiver  
17 for the children, nor has he ever fulfilled any substantial custodial responsibilities. Dad is in prison  
18 and has been incarcerated since before the birth of the girls. Mom is an *escort*.

19 Co-Guardian, Montrail Green is the paternal uncle of the girls and Co-Guardian Jermia  
20 Coaxum-Green is his wife<sup>1</sup>. The Greens were appointed Co-Guardians on or about February 25,  
21 2020, just before COVID-19 closures took place.

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<sup>1</sup> Ms. Coaxum and Mr. Green were married May 6, 2020.

1 The girls began living with the Greens because Kelly was sick, could no longer care for two  
2 four (4) (now six) year-old girls in his small apartment. Kelly called The Greens and asked them  
3 take the girls because he could no longer handle them because of his failing health. Mom was  
4 living in other states, advertising her escorting services online. Additionally, Mom had  
5 outstanding warrants in Clark County for unpaid traffic violations and in Hollywood, California  
6 for criminal charges.  
7

8 When the girls first came to live with the Greens, they were mostly non-verbal and were unable  
9 to read, write, or count past four (4). They spent most of their time on a tablet, watching videos  
10 and playing games. The Greens began to educate the girls, teaching them their alphabets, sight  
11 words, numbers, and how to properly speak. Additionally, Ms. Coaxum-Green began to care for  
12 their personal grooming, including caring for their severely neglected hair, which was matted and  
13 ratty. When the girls came to the Greens, they had lice, their hair was balled up and in very poor  
14 condition. The girls did not know how to brush their hair or teeth; and barely knew how to care  
15 for themselves in toileting. Ms. Coaxum-Green spent time with the girls showing them how to  
16 care for themselves and their personal grooming.  
17  
18

19 After several months, The Greens contacted Kelly to inquire about the children's medical  
20 records, shot records, etc., because The Greens wanted to get them enrolled into a preschool. At  
21 that point, Kelly asked for the girls back. The Greens were mortified as they had taken several  
22 months to get the girls in a shape that was somewhat healthy, but there was still a long way to go.  
23 After discussing it between themselves, The Greens declined to return the girls, so Kelly called  
24 CPS and the police. Both agencies refused to return the girls to Kelly. CPS came to the home and  
25 did a wellness check, which The Greens passed. The same happened with the Police. Finally, The  
26 Greens sought legal help and filed a petition for guardianship. After several hearings, and a CPS  
27  
28

1 investigative report, it was determined that The Greens were the best placement for the girls, and  
2 the girls remain with The Greens to this day. They have started school; they have gone to the  
3 dentist; they have received healthcare. The girls are thriving; they are happy and healthy  
4

### 5 **Mom's Minimal Efforts**

6  
7 Since The Greens were appointed Guardians, they have heard from Mom on exactly one  
8 occasion. Ms. Coaxum Green has the same number as she has had for over two years, as does Mr.  
9 Green. Mom has not reached out to see the girls, or even speak with them. Paternal Grandfather  
10 has reached out to see the girls back in March of 2020. However, Paternal Grandfather was  
11 unwilling to comply with the requests to allow visitation set by Mr. Green, so he was denied the  
12 ability to see the girls.  
13

14 Mom is not blocked from calling either Mr. Green's or Mrs. Green's telephone. Mr. Green  
15 has seen Mom exactly one time: Late one night, in the midnight-hours preceding the girls' fifth  
16 (5) birthday, as Mr. Green opened his garage door to leave his home and go out for a late-night  
17 run, he saw a car that looked like Mom's vehicle. He received a call a short time later from Mom,  
18 who claimed that she had just left presents for the girls on Mr. Green's porch. Mr. Green inquired  
19 if Mom wanted to give the presents to the girls herself the following morning; she declined. On  
20 his own accord, the following morning, Mr. Green texted Mom photos of the girls opening the  
21 gifts she had sent.  
22  
23

24 On or about Wednesday, October 24, 2020, Ms. Green received a call from the girls' school  
25 indicating that Mom was attempting to transfer them into Dean La Mar Allen Elementary School.  
26 The school called Ms. Green to inform her. Just a few days later, this petition to terminate  
27 guardianship was filed.  
28

1 Throughout the course of this guardianship, Mom has not attempted to see the girls. Mom,  
2 through counsel, reached out one weekend to attempt to schedule times to see the girls. Her offer  
3 was daily telephone calls with the girls and weekend visitation Friday through Sunday until the  
4 guardianship was terminated. The Greens declined and asked for a real offer for visitation as Mom  
5 was not in a position to visit with the children unsupervised or overnight. Additionally, at the time,  
6 Mom did not even have a home in Las Vegas. Mom did not reach back out with any further offers,  
7 nor has Mom or her counsel reached out to request video, telephone, or in person visitation. *See*  
8 correspondence between counsel Jennifer Isso and Patricia Warnock attached as Exhibit A.  
9

10 Those requests were at the beginning of March, 2020. There have been no calls, nor  
11 correspondence since that time, except what is referenced herein. Further, Mom cannot claim that  
12 she does not have Mr. Green or Mrs. Green's contact information, as she reached out to Mr. Green  
13 to inform, she had delivered presents for the girls' birthday.  
14

15 Mom has not, to date, attempted through herself or counsel, to see the girls. Neither Mom, nor  
16 her counsel, reached out to this office to discuss the filing of the petition to terminate. No efforts  
17 were made by Mom or her attorney to work at any visitation since March 2020. Mom has never  
18 even called and requested to speak with the girls. Mom only wants to be involved with the girls  
19 when it is fun, like a birthday or Christmas. The girls deserve more than that. They deserve  
20 someone to care for them, to show them love, to teach them self-care, and focus on their health  
21 and education. Handing them a tablet and letting them lay around in pajamas all day long is not  
22 enough. They deserve the love and caring that The Greens have shown them.  
23  
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1        **Guardianship Update**

2        Shortly after the Guardianship was granted, COVID-19 struck. The Greens had some difficulty  
3 getting the girls into a school, in addition to getting copies of their social security numbers/cards  
4 because Maternal Grandfather refused to turn them over. In fact, The Greens still await the social  
5 security card copies.  
6

7        In August, Malan and Mariah began school at Thomas O'Rourke Dean La Mar Allen  
8 Elementary School. They are thriving in their environment. The girls share a room in a five-  
9 bedroom home rented by The Greens. The girls have their own room; their house is within walking  
10 of two parks, and they play in their gated the backyard, which the girls were unable to do when  
11 they lived with Kelly. They are live in a safe part of the northwest valley.  
12

13        The girls have received awards in reading at school; Mariah just passed her first set of sight  
14 words and enjoys reading and Malan has a shining star award, and an Alexa Superstar Award in  
15 rhyming and letter matching, Considering they were barely verbal a year ago, the girls are really  
16 thriving. They are enrolled in (online) speech therapy through the school Mondays, Wednesdays  
17 and Fridays. The girls are scheduled for their IEP meeting next week, but have been working with  
18 a teacher to get a head start in the areas they are lacking. The girls have exercised behavior  
19 comparable to those with Fetal Alcohol Syndrome and the school has recommended speech outside  
20 of school and testing. The Guardians intend on setting the girls up in therapy and additional speech  
21 by the end of the year.  
22  
23

24        This Court awarded Guardianship over the person of Malan and Mariah McCallister to Mr.  
25 and Mrs. Green on or about February 2020. Since then, there have been positive changes in the  
26 girls' lives. They attend school, go to the doctor and dentist, have someone who understands their  
27 needs and cares for them and teaches them grooming daily. The minor children have resided with  
28

1 Mr. and Mrs. Green, Natural Father is currently incarcerated; Natural Mother has finally made  
2 attempts to clean herself up in such a way as to claim she is ready to take the girls back. This is  
3 not a lay-a-way. The girls need care, Mom needs to show more than a passing whim that she wants  
4 to care for the girls. Her lease was just signed, the company she works for is a front.

5  
6 The Greens are the proper guardians according to this court and the children are still in need  
7 of a guardian, as Mom has not proven herself responsible or invested enough to care for these  
8 protected persons. The Greens vehemently object to the Petition to Terminate Guardians.

9 The Greens applied for guardianship because in addition to Dad's incarceration, Mom has been  
10 unable to provide regular care to her children because of her illicit and transient lifestyle. Since  
11 Malan and Mariah's birth, Mom has engaged in prostitution and fraudulent activity involving  
12 credit cards. Additionally, Mom is addicted to and regularly abuses prescription medication such  
13 as oxycodone and other opioids.  
14

## 15 16 **II. LEGAL ARGUMENT**

### 17 18 **A. MOM MUST PROVE BY CLEAR AND CONVINCING EVIDENCE THAT** 19 **THERE HAS BEEN A MATERIAL CHANGE IN CIRCUMSTANCE SINCE THE** 20 **GUARDIANSHIP WAS CREATED.**

21 The Greens have acted in the best interest of the children since taking custody of them in 2019,  
22 and again when the children were returned to them after the hearing in late February 2020. Mom  
23 does not offer any proof of how it is in the best interest of the children that the guardianship be  
24 terminated. Further Mom has made little to no efforts to see or speak with the children for more  
25 than six months.

26 At this time, The Greens are the best persons to continue to care for and protect Malan and  
27 Mariah. The Greens offer a nurturing, stable environment in which Malan and Mariah can thrive.  
28

1 The Greens continue to have the capability to fulfill all of the responsibilities as Guardians for the  
2 two girls in the way that their grandparents and parents no longer can. In addition to showing how  
3 it is in the children's best interests that the guardianship NOT be terminated, Guardians request  
4 that prior to Mom having any physical custody of minor girls, that:

- 5 A. Mom must show the ability to provide for the children's' basic needs, including photos  
6 of her home, including the children's rooms with beds, clothing, and food. Mom must  
7 provide proof that she on the lease of her current apartment or home. The leasing  
8 information provided by Mom does not match the apartment's leasing company or  
9 forms. There must be proof that Mom actually lives in this apartment.
- 10 B. Mom must show an ability to care for the children full-time, including a plan for  
11 childcare and homeschool care, education plans and speech therapy when the children  
12 are distance learning.
- 13 C. Mom must provide a plan for distance-learning schooling for the minor children, and  
14 the ability to maintain contact with the school and the girls' teacher(s).
- 15 D. Mom must provide a schedule of visits with medical professionals and mental health  
16 professionals/therapists, and reunification therapy if the children are removed from the  
17 care of their guardians.
- 18 E. Mom must pass a drug and alcohol assessment/drug test to show that she is off drugs  
19 and alcohol, and be required to take random drug and alcohol tests.
- 20 F. Mom must show that all of her criminal violations, warrants, and outstanding charges  
21 in Nevada and elsewhere are cleared up (Los Angeles, New Jersey, Detroit, West  
22 Virginia, Colorado, and Washington D.C. and anywhere else Mom has been advertising  
23 as an escort).

1 G. Mom must prove that the documentation she has provided for her job is correct, as the  
2 documentation lists that Mom makes approximately \$52,000 per year for a trucking  
3 company which only has one working truck, and is located at an executive suite.  
4 Guardians believe this entity to be a false entity, or an illegal entity which provides  
5 transportation of escorts to various cities and is involved with human trafficking.  
6 Further, the company shows that of their four vehicles, three are out of service. *See*  
7 Exhibit B.  
8

9 Until Mom is able to provide this information and to care for the children, The Greens  
10 Guardians humbly request that they continue as guardians for the twin girls Malan and Mariah,  
11 indefinitely because it is NOT in the best interest of the girls that the guardianship be terminated.  
12

13 Mom, after only approximately 6 months, petitions this Court to terminate guardianship.  
14 Mom has not even reached out to request specific visitation or telephone/video contact with the  
15 girls. Mom has only shown that she remembers when their birthday is by dropping off presents  
16 without notice, showing up at co-guardians' home after midnight, the night before the girls'  
17 birthday.  
18

19 **WHEREFORE,** Guardians pray that this Honorable Court DENY petitioner's request to  
20 terminate guardianship and for an Order of this court which:  
21

- 22 1. Reaffirms the Guardians' guardianship over the Protected Minors, Malan and  
23 Mariah McCallister;
- 24 2. Denies the termination of the Guardianship;
- 25 3. Awards Attorney's fees and costs for having to respond to this Petition;
- 26 4. For such other and further relief as the court may deem proper and just in the  
27 premises.  
28

1       **DATED** this 19th day of November, 2020.

2                               Submitted by:

3   /S/ PATRICA H. WARNOCK            
4                               PATRICIA H. WARNOCK, ESQ.  
5                               Nevada Bar # 14432  
6                               patricia@buchmillerlaw.com  
7                               JOHN BUCHMILLER & ASSOCIATES  
8                               516 S. Fourth Street  
9                               Las Vegas, NV 89101  
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Jennifer Isso, Esq.  
ji@issohugheslaw.com

/S/ PATRICIA WARNOCK  
An Employee of John Buchmiller & Associates

# EXHIBIT A



Patricia Warnock &lt;patricia@buchmillerlaw.com&gt;

---

**McCallister - Newport**

7 messages

**Jennifer Isso** <ji@issohugheslaw.com>

Sat, Feb 29, 2020 at 8:50 AM

To: "patricia@buchmillerlaw.com" &lt;patricia@buchmillerlaw.com&gt;

Hello,

The Mom is requesting phone calls with the children and visitation. She is calling the Guardian and he is ignoring her calls. Why is he ignoring her calls? Mom is requesting to speak to the children regularly. Please let me know if your client will stipulate or I will request attorney's fees and costs if I must file a motion with the court. Thank you.

Jennifer Isso, Esq.  
Isso & Hughes Law Firm  
2470 Saint Rose Parkway, Suite 306  
Henderson, NV 89074  
702.434.4424 (main)  
702.712.7811 (cell)  
ji@issohugheslaw.com (email)  
www.issoandhugheslawfirm.com (website)

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**Patricia Warnock** <patricia@buchmillerlaw.com>

Sat, Feb 29, 2020 at 12:38 PM

To: Jennifer Isso &lt;ji@issohugheslaw.com&gt;

I spoke with Jermia this morning. Erin has left no voice messages for either guardian.

**Patricia Warnock, Esq.**  
John Buchmiller & Associates LLC  
400 South 4th Street, Suite 500  
Las Vegas, NV 89101  
702.278.9268

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**Jennifer Isso** <ji@issohugheslaw.com>

Sat, Feb 29, 2020 at 1:05 PM

To: Patricia Warnock &lt;patricia@buchmillerlaw.com&gt;

Ok are they receiving her calls and ignoring them? It doesn't mean if she didn't leave a message that she made no calls. Let's set up a schedule as to when she could speak to the children? What do the guardians propose?

Jennifer

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**From:** Patricia Warnock <patricia@buchmillerlaw.com>**Sent:** Saturday, February 29, 2020 12:38:53 PM**To:** Jennifer Isso <ji@issohugheslaw.com>**Subject:** Re: McCallister - Newport

[Quoted text hidden]

---

**Patricia Warnock** <patricia@buchmillerlaw.com>

Sat, Feb 29, 2020 at 2:35 PM

To: Jennifer Isso &lt;ji@issohugheslaw.com&gt;

Bcc: jermiacoaxum@gmail.com

First, Erin has made NO attempt to reach out to either Montrail or Jeremia, regardless of what she may have told you. Nothing. Please don't misunderstand my email about voice messages. I was only pointing out that if she had reached out via phone, and the phone call wasn't answered, she should have left a voice message asking for a return call. My clients are not "ignoring" her calls.

Next, my clients will not be making any proposals for visitation or calls. It is not their responsibility to ensure contact. If Erin has a proposal, I am happy to forward it to my clients on Monday.

**Patricia Warnock, Esq.**

John Buchmiller &amp; Associates LLC

400 South 4th Street, Suite 500

Las Vegas, NV 89101

702.278.9268

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---

**Jennifer Isso** <ji@issohugheslaw.com>

Sat, Feb 29, 2020 at 2:52 PM

To: Patricia Warnock &lt;patricia@buchmillerlaw.com&gt;

I'm not saying it's your client's responsibility to ensure contact. I was giving them the opportunity to provide a schedule that's convenient to them and the children, and also so we don't have to go back forth multiple times.

My client proposes daily phone calls and weekend visitation F-Su until the guardianship is terminated.

Jennifer

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---

**From:** Patricia Warnock <patricia@buchmillerlaw.com>**Sent:** Saturday, February 29, 2020 2:35:07 PM

[Quoted text hidden]

[Quoted text hidden]

---

**Jennifer Isso** <ji@issohugheslaw.com>  
To: Patricia Warnock <patricia@buchmillerlaw.com>

Wed, Mar 4, 2020 at 8:44 AM

Any response? My client would like to communicate with the children and visit with them.

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---

**From:** Jennifer Isso <ji@issohugheslaw.com>  
**Sent:** Saturday, February 29, 2020 2:52:16 PM  
**To:** Patricia Warnock <patricia@buchmillerlaw.com>

[Quoted text hidden]

[Quoted text hidden]

---

**Patricia Warnock** <patricia@buchmillerlaw.com>  
To: Jennifer Isso <ji@issohugheslaw.com>

Wed, Mar 4, 2020 at 8:52 AM

Good Morning

I have had an opportunity to speak with my clients with reference to visitation. They are interested in what is best for the girls. The whole point of my clients' initial guardianship filing was to get the girls in a better situation where they were going to school and getting medical care. My clients decline the offer that you have proposed for visitation and have asked me to tell you that the girls deserve better. They deserve someone who is interested in them all the time and not just when it is convenient or when someone has the time to fit them in. Mr. Green and Ms. Coaxum understand that the Court may order visitation, but for right now, they would prefer that Erin go through the Court to request visitation.

As a side note, my clients' have both checked their phones and they do not have any messages from Erin or missed calls. It is my understanding, however, that yesterday or today Kelly Newport reached out via text to Mr. Green inquiring on the girls and that Mr. Green has texted him back.

Please call me if you want to discuss this further.

**Patricia Warnock, Esq.**  
John Buchmiller & Associates LLC  
400 South 4th Street, Suite 500  
Las Vegas, NV 89101  
702.278.9268

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# EXHIBIT B

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☒ USDOT Number ☐ MC/MX Number ☐ Name

Enter Value: 3292121

Search

## Company Snapshot

PATTERSON FAMILY SHIPPING LLC

USDOT Number: 3292121

### **ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating**

**Carriers:** If you would like to update the following ID/Operations information, please complete and submit form [MCS-150](#) which can be obtained [online](#) or from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's [DataQs](#) system.

#### Other Information for this Carrier

▼ [SMS Results](#)

▼ [Licensing & Insurance](#)

**Carrier and other users:** FMCSA provides the Company Safety Profile (CSP) to motor carriers and the general public interested in obtaining greater detail on a particular motor carrier's safety performance than what is captured in the Company Snapshot. To obtain a CSP please visit the [CSP order page](#) or call (800)832-5660 or (703)280-4001 (Fee Required).

For help on the explanation of individual data fields, click on any field name or for help of a general nature go to [SAFER General Help](#).

The information below reflects the content of the FMCSA management information systems as of 11/18/2020.

To find out if this entity has a pending insurance cancellation, please [click here](#).

<b>Entity Type:</b>	CARRIER																																
<b>Operating Status:</b>	AUTHORIZED FOR Property	<b>Out of Service Date:</b>	None																														
<b>Legal Name:</b>	PATTERSON FAMILY SHIPPING LLC																																
<b>DBA Name:</b>																																	
<b>Physical Address:</b>	20 GRAND MIRAMAR DR HENDERSON, NV 89011																																
<b>Phone:</b>	(310) 707-7499																																
<b>Mailing Address:</b>	20 GRAND MIRAMAR DR HENDERSON, NV 89011																																
<b>USDOT Number:</b>	3292121	<b>State Carrier ID Number:</b>																															
<b>MC/MX/FF Number(s):</b>	MC-1042678	<b>DUNS Number:</b>	--																														
<b>Power Units:</b>	1	<b>Drivers:</b>	1																														
<b>MCS-150 Form Date:</b>	12/12/2019	<b>MCS-150 Mileage (Year):</b>	1 (2018)																														
<b>Operation Classification:</b>																																	
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## US Inspection results for 24 months prior to: 11/18/2020

Total Inspections: 7  
Total IEP Inspections: 0

**Note:** Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to [Inspections Help](#) for further information.

Inspections:				
Inspection Type	Vehicle	Driver	Hazmat	IEP
Inspections	4	7	0	0
Out of Service	3	2	0	0
Out of Service %	75%	28.6%	%	0%
Nat'l Average % as of DATE 10/30/2020*	20.65%	5.13%	4.43%	N/A

\*OOS rates calculated based on the most recent 24 months of inspection data per the latest monthly SAFER Snapshot.

## Crashes reported to FMCSA by states for 24 months prior to: 11/18/2020

**Note:** Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Crashes:				
Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

**ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating**

## Canadian Inspection results for 24 months prior to: 11/18/2020

Total inspections: 0

**Note:** Total inspections may be less than the sum of vehicle and driver inspections. Go to [Inspections Help](#) for further information.

Inspections:		
Inspection Type	Vehicle	Driver
Inspections	0	0
Out of Service	0	0
Out of Service %	0%	0%

## Crashes results for 24 months prior to: 11/18/2020

**Note:** Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Crashes:				
Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

**ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating**

*The Federal safety rating does not necessarily reflect the safety of the carrier when operating in intrastate commerce.*

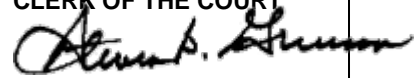
Carrier Safety Rating:

The rating below is current as of: 11/18/2020

## Review Information:

Rating Date:	None	Review Date:	None
Rating:	None	Type:	None

1200 New Jersey Avenue SE, Washington, DC 20590 • 1-800-832-5660 • TTY: 1-800-877-8339 •  
Field Office Contacts



1 **APET**  
2 **THE ISSO & HUGHES LAW FIRM**  
3 JENNIFER ISSO, ESQ.  
4 Nevada Bar No. 13157  
5 2470 Saint Rose Parkway #306F  
6 Henderson, Nevada 89074  
7 Telephone: (702) 712-7811  
8 ji@issohugheslaw.com  
9 *Attorney for Petitioner,*  
10 *Erin Newport, Natural Mother*

11 **DISTRICT COURT, FAMILY DIVISION**  
12 **CLARK COUNTY, NEVADA**

13 In the Matter of the Guardianship  
14 of the Minors:

15 Malan Faith McCallister and  
16 Mariah Grace McCallister  
17 Protected Minors.

CASE NO: **G-19-052440-M**  
DEPT: B

HEARING DATE:  
HEARING TIME:

**Oral Arguments Requested: ✓ YES**

18 **AMENDED PETITION TO TERMINATE GURADIANSHIP**

19  
20 **NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS**  
21 **MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE**  
22 **UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN (14) DAYS OF**  
23 **YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE**  
24 **WITH THE CLERK OF THE COURT WITHIN (14) DAYS OF YOUR RECEIPT OF**  
25 **THIS MOTION MAY RESULT IN THE REQUESTED RELIEF BEING GRANTED**  
26 **BY THE COURT WITHOUT HEARING PRIOR TO THE SCHEDULED HEARING**  
27 **DATE**

28 COMES NOW Petitioner and Natural Mother, **ERIN NEWPORT**, by and  
through her attorney JENNIFER ISSO, ESQ., of the ISSO & HUGHES LAW  
FIRM, *in an Unbundled Capacity*, and respectfully petitions this Court for

1 Termination of the Guardianship against Respondents Montrail Green and  
2 Jermia Coaxum pursuant to NRS 159A.1905<sup>1</sup> as follows:

3  
4 I.

5 That Petitioner, Erin Newport, is the natural mother of the above-named  
6 protected minors. Petitioner resides at 7100 Grand Montecito Parkway, Suite  
7 1074, Las Vegas, Nevada. NRS 159A.1905(a) and (b). Petitioner is seeking the  
8 termination of this Guardianship as to the protected persons named herein.  
9  
10 NRS 159A.1905(f). There is no property to evaluate. NRS 159A.1905(g).

11  
12 II.

13 That on February 25, 2020, this Court appointed Montrail Green and  
14 Jermia Coaxum as Guardians of Malan Faith McCallister and Mariah Grace  
15 McCallister, twins born on September 3, 2014. The Guardians and the Minors  
16 reside at 8904 Goldstone Ave., Las Vegas Nevada 89143. NRS 159A.1905(c) and  
17 (d). *See* Court Order Entered June 2, 2020, attached as “**Exhibit 1**” in the  
18  
19 Appendix of Exhibits.

20  
21 III.

22  
23 That during the February 25, 2020 hearing, this Court ordered a  
24 Guardianship over the minors because Erin Newport was living and working in  
25 California at the time. Ms. Newport intended on relocating the children to  
26

---

27 <sup>1</sup> A petition to terminate guardianship must state: the name and address of the petitioner, protected  
28 minor and guardian; the relationship of the petitioner to the protected minor; the age of the protected  
minor, the reasons for the termination and whether the termination is sought for guardianship of the  
person, estate or of the person and estate. *See* **NRS 159A.1905**.

1 California after she settled in. The children were living with the maternal  
2 grandfather. During the summer of 2019, the children were visiting with  
3 Montrail Green and Jermia Coaxum. The children went back and forth between  
4 the two homes until after a visit in September 2019 when Montrail Green and  
5 Jermia Coaxum refused to return the children to the maternal grandfather.  
6 Shortly thereafter, Erin Newport had executed guardianship documents for the  
7 maternal grandfather to be guardian over the children.  
8

#### 10 IV.

11  
12 Upon information and belief, the Court ordered<sup>2</sup> the Guardianship  
13 because Erin Newport was living and working in California at the time, the  
14 children were not enrolled in school<sup>3</sup> (Video Cite 10:14:32), the children were  
15 not up to date on vaccinations<sup>4</sup> (Video Cite 10:14:31) and because of Erin  
16  
17  
18

---

19  
20 <sup>2</sup> The June 2, 2020 court order failed to include *findings of fact* and *conclusions of law*. This is a  
21 violation of natural mother's due process rights as it does not give her proper notice as to the findings  
22 so she may remedy them in the future. Further, it fails to make express factual findings supporting its  
23 determination is in the children's best interest. *See Davis v. Ewalefo*, 131 Nev. 445 (2015). *See also*  
24 Order Appointing Guardians entered June 2, 2020 attached as "**Exhibit 1**" to the Appendix of  
25 Exhibits.

26 <sup>3</sup> Maternal Grandfather explained that he contacted the school district to enroll the children but he was  
27 told that the children are not eligible to enroll because the children were not five years old in August.  
28 (Video Cite: 10:10:13). Erin Newport contacted the school and that she looked up the eligibility online  
and called the school. (Video Cite 10:10:14). There was confusion as to the start date for kindergarten.  
The children are now enrolled in a school that is 7 minutes away from Erin Newport's new home.

<sup>4</sup> The Court was concerned that Erin Newport's beliefs on vaccinations changed. In 2013 and 2014 the  
children were vaccinated but then Ms. Newport no longer believed in vaccinations. Ms. Newport,  
however, made sure the children were up to date with vaccinations in order to please the Court. (Video  
Cite: 10:15:45). The children's vaccinations were up to date prior to the February 25, 2020 court  
hearing. (Video Cite: 9:55:00).

1 Newport's criminal background<sup>5</sup>. The Court was concerned that maternal  
2 grandfather is not able to care for the children. (Video Cite: 10:15:59). The CPS  
3 records reflect nothing of real concern. (Video Cite: 10:16:51). Mom plans to  
4 return to the jurisdiction. (Video Cite: 10:17:40). It was disputed as to whether  
5 the children were with Montrail Green and Jermia Coaxum for one month or six  
6 months (Video Cite 10:18:04). The court applied the presumption that the  
7 children have been with the guardians have been with the guardians for the last  
8 six months. (Video Cite: 10:18:20). This was disputed. If Erin Newport returns  
9 to the jurisdiction and she files a petition to terminate, then we could deal with  
10 that at that point. (Video Cite 10:19:17). The Guardians requested the  
11 guardianship because they were concerned about the maternal grandfather's  
12 health and the wellbeing of the children<sup>6</sup> (Video Cite: 10:06:50).

17 V.

18 That Erin Newport has remedied all issues that caused the guardianship  
19 to be granted. Therefore, the Guardianship is no longer needed. Erin Newport  
20 has relocated back to Las Vegas, Nevada, where she procured a 2 bedroom  
21 apartment (one room for herself and one room for the children), she has gainful  
22  
23  
24

25 \_\_\_\_\_  
26 <sup>5</sup> The Court ordered an investigation with the Guardianship Compliance Office. *See* Investigative  
27 Report.

28 <sup>6</sup> The Guardians made allegations that the children were not taken care of and they had ratty hair.  
However, images and videos attached hereto show that the children were in good physical and mental  
health, properly groomed and properly cared for. *See* "**Exhibit 3**" of pictures and videos attached to  
the Appendix of Exhibits.

1 fulltime employment<sup>7</sup> and she is able to provide for the children's basic needs,  
2 such as food, shelter, clothing, medical care, and education. See NRS 159.061(4).  
3 See "**Exhibits 2 and 3**" attached to the appendix of Exhibits (containing  
4 pictures of bedroom, lease agreement, and paystubs). The children have been up  
5 to date with vaccinations, they are enrolled in school and have a pediatrician.  
6 Erin Newport is not engaged in criminal activity and has no active warrants.  
7

## 8 VI.

9  
10 That on October 21, 2020, Erin Newport filed a petition to terminate the  
11 guardianship. At the hearing on the order to show cause on November 20, 2020,  
12 the court found that since the court ordered an investigation with the  
13 Guardianship Compliance Office that Erin Newport did not consent to the  
14 guardianship<sup>8</sup> (Video Cite 12:07:07). However, at the February 25, 2020  
15 hearing, the Court never inquired as to whether Erin Newport consented or  
16 objected to the Guardianship. A review of the court record shows that Erin  
17 Newport did file an objection. Rather maternal grandfather (who appeared at  
18 the hearing) raised an objection<sup>9</sup> as to **who will serve** as the Guardian<sup>10</sup>.  
19  
20  
21  
22

---

23 <sup>7</sup> Bank statements are available for review to show deposits of pay as indicated on paystubs.

24 <sup>8</sup> If the parent consented to the guardianship when it was created, then the parent seeking to terminate  
25 the guardianship is only required to show that there is a material change of circumstance since the  
26 guardianship was created and as part of that change they have been restore to suitability as described  
27 under NRS 159A.061. See NRS 159A.1915.

28 <sup>9</sup> Maternal Grandfather stated that the children like to be with him, and stay with him. They do not  
want to be with Montrail Green and Jermia Coaxum.

<sup>10</sup> Erin Newport did not file an objection to the guardianship. Further, during the February 25, 2020  
hearing, the Court did NOT inquire as to whether Erin Newport consents or objects to the court  
entering the guardianship. Erin Newport was in California at the time and agreed that a guardianship

1 Maternal grandfather was seeking to serve as the guardian. However, the court  
2 found that since he had a felony in the year of 1981, he was not eligible to serve.  
3 (Video Cite: 10:01:27). It is Erin Newport's position that she consented to the  
4 formation of the guardianship but who would serve as the guardian was at issue  
5  
6 <sup>11</sup>.

## 7 VII.

8  
9 The best interest of a child is usually served by awarding his custody to a  
10 fit parent. *McGlone v. McGlone*, 86 Nev. 14 (1970). That there is a rebuttable  
11 presumption that a parent should be the guardian of his or her child that must  
12 be overcome either by showing that the parent is unfit or other extraordinary  
13 circumstances<sup>12</sup>. *Litz v. Bennum*, 111 Nev. 35 (1995). That Erin Newport is  
14 suitable as defined by NRS 159A.061 as she is able to provide food, shelter,  
15 clothing, medical care, and education. Further, a natural parent voluntarily  
16 establishing the guardianship does not waive their right to the parental  
17 preference at the subsequent proceeding. *Troxel v. Granville*, 530 US 57 (2000).  
18 In addressing a petition to terminate, the district court must apply the parental  
19 preference and take evidence and make findings. *Locklin v. Duke*, 112 Nev. 1489  
20  
21  
22  
23

24  
25 should be put in place as she had executed guardianship documents for the maternal grandfather to be  
26 the guardian. The question before the court was not whether to order a guardianship, but *merely* who  
27 will serve as the guardian.

28 <sup>11</sup> Erin Newport had previously executed Guardianship papers so the paternal grandfather may serve as  
guardian. She consented to the guardianship. The issue before the court was who will serve as the  
guardian.

<sup>12</sup> Erin Newport is fit and there are no other extra ordinary circumstances to extend the guardianship.

(1996). The children's best interest must be considered even after a finding of [unfitness or] extraordinary circumstances that overcome the parental preference presumption. The children's best interest will be served. The children are not of age to form a preference but have communicated that they do not enjoy being with or living with the guardians<sup>13</sup>. The children will have stability with Erin Newport as they will not be living with strangers in a single home with multiple families<sup>14</sup>. The children have a strong bond with their mother. Erin Newport is willing to cooperate in order to meet her children's needs. There is no domestic violence, abuse or neglect. The children are twins and should remain together. The children are young but are doing well physically, developmentally and emotionally as they have earned awards during their first year of school. There are no other siblings. Erin Newport is in good mental and physical health. There are no acts of abduction on Erin Newport's part. Although the Guardians refused to return the children and have not permitted the children to have any phone contact or visitation with their mother.

#### VIII.

---

<sup>13</sup> The guardians claim that the children lived with them for six months but this was disputed. As Erin Newport was in California, the children stayed with maternal grandfather. In July 2020, the children began going back and forth between the grandpa's and the Jermia and Montrail's home until they refused to return the children after a visit in September 2019. The police were called. Then in October 2019, Montrail Green and Jermia Coaxum filed a petition for guardianship.

<sup>14</sup> The guardians live with their parents and upon information and belief there are 3-4 families living in the single home.

1 The children's welfare will be substantially enhanced by terminating the  
2 guardianship and returning the children to the natural mother's care. Erin  
3 Newport is the natural mother of the children and has been the sole provider  
4 since birth . She raised, provided for and lived with the children since they were  
5 born and for their entire lives. There is a strong bond between her and the  
6 children. The children will be living in their own home and not the home of  
7 others, possibly non-relatives<sup>15</sup> (where multiple families are living in a single  
8 home). Erin Newport is not involved in any illegal activity and there are no  
9 warrants issued in her name. There is no conflict, domestic violence, abuse or  
10 neglect. Erin Newport is the natural mother and it is in the children's best  
11 interest to be with a fit parent rather than a nonparent. The children will have a  
12 future their mother.

17 IX.

18 At the February 25, 2020 hearing, the Court ordered that the Guardian's  
19 to enroll the children in school within 30 days. However, the Guardian's did not  
20 enroll the children into school until four months later.

23 X.

24 That since the Guardianship was ordered, the Guardians refused contact  
25 between Erin Newport and the children. Erin Newport called the Guardians and  
26

---

27 <sup>15</sup> It is believed that the natural father of the children is Ryan McCallister, however, he is not listed on  
28 the birth certificate and he is incarcerated and has been since before the children were born. Paternity  
has not been established. Montrail Green and Ryan McCallister are half brothers.

1 the children's ipads multiple times but there was no answer. Further, the  
2 undersigned counsel reached out to the counsel for the Guardians and requested  
3 a visitation and phone contact schedule, but the Guardian's refused. **See** Emails  
4 between counsel, attached as "**Exhibit 4**" to the Appendix of Exhibits. The  
5 Guardians blocked Erin Newport so she could have no contact with the children.  
6 Erin Newport dropped off gifts for the children at the door step for their  
7 birthdays but the Guardians are not permitting any contact whatsoever.  
8

10 XI.

11  
12 That if the court is not inclined to terminate the guardianship, the  
13 Petitioner requests an evidentiary hearing, so the court consider evidence and  
14 testimony. Further, Ms. Newport would like joint legal custody, to be listed as a  
15 parent with the school and doctors, she would like regular visitation and phone  
16 contact until the Guardianship is terminated.  
17

18  
19 Based on the foregoing, Defendant respectfully requests that the Court  
20 award her the relief requested herein.

21 DATED this 25<sup>th</sup> day of November, 2020.

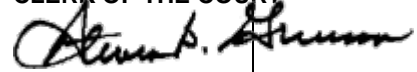
22  
23 **THE ISSO & HUGHES LAW FIRM**  
24 /s/ **Jennifer Isso, Esq.**  
25 JENNIFER ISSO, ESQ.  
26 Nevada Bar No. 13157  
27 *Attorney for Erin Newport Unbundled*  
28

1  
2  
3  
4  
5  
6  
7 **VERIFICATION**

8 I , Erin Newport, being first duly sworn , deposes and says: that I am the  
9 petitioner in the forgoing matter, and that I have read the foregoing petition,  
10 and that the same is true to the best of my knowledge, except those matters  
11 based on information and belief, and as to those matters, I believe them to be  
12 true. I have been the sole provider and caregiver of my children since birth.  
13  
14

15 /s/Erin Newport

16 Erin Newport  
17  
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28



**CTA**  
**THE ISSO & HUGHES LAW FIRM**  
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Henderson, Nevada 89074  
Telephone: (702) 712-7811  
ji@issohugheslaw.com  
*Attorney for Petitioner,*  
*Erin Newport, Natural Mother*

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

In the Matter of the Guardianship  
of the Minors:

CASE NO: **G-19-052440-M**  
DEPT: B

Malan Faith McCallister and  
Mariah Grace McCallister  
Protected Minors.

HEARING DATE:  
HEARING TIME:

Oral Arguments Requested: ✓  
YES

**CITATION TO APPEAR AND SHOW CAUSE**

TO: All Interested Parties, and

TO: THE PEOPLE OF THE STATE OF NEVADA, and

TO: Any person having the care, custody and control of the wards

YOU ARE HEREBY CITED AND NOTIFIED to appear before a judge of  
this court at the date, time and place specified below and to show cause, if

1 any, why the Guardianship currently in place in the above titled case  
2 number should not be TERMINATED.

3       YOU ARE NOTIFIED that you have the right to appear at the hearing,  
4 the right to oppose this petition at the hearing, and the right to be  
5 represented by an attorney, who may be appointed by the court if you are  
6 unable to retain one.  
7  
8

9       THIS CITATION is based upon the verified petition to terminate  
10 guardianship filed by the natural mother ERIN NEWPORT, and upon order  
11 of this court.  
12

13       NOTE: The Wards and the Petitioner need to appear at the Scheduled  
14 Hearing; All other interested parties do not need to appear unless they wish  
15 to enter objection.  
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1                                    DATE AND TIME OF COURT APPEARANCE

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3            The 28<sup>th</sup> day of December 2020, at the hours of 10 : 00 a.m.,

4 ~~Clark County Court House, 601 North Pecos, Las Vegas, Nevada 89101~~

5        Regaional Justice Center 200 Lewis Avenue, Las Vegas, NV 89101

6                                    Courtroom 10A

7        DATED this 25<sup>th</sup> day of November, 2020

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9                                    Respectfully submitted,

10                                   /s/ Jennifer Isso

11                                   \_\_\_\_\_

12        JENNIFER ISSO, ESQ.

13        Nevada Bar No. 13157

14        2470 Saint Rose Parkway #306F

15        Henderson, Nevada 89074

16        Telephone: (702) 712-7811

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18        *Attorney for Petitioner,*

19        *Erin Newport, Natural Mother*

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