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Attorney for Appellants/Cross-Rrespondents

Electronically Filed
Jun 28 2021 04:08 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

IN THE SUPREME COURT OF THE STATE OF NEVADA

IN THE MATTER OF THE TRUST AGREEMENT, 23 PARTNERS TRUST I, AN IRREVOCABLE TRUST.

MICHAEL T. NEDDER; AND DOUGLAS DELUCA,

Appellants/Cross-Respondents,

v.

JOANNE S. BRIGGS, AS PARENT AND GUARDIAN OF JULIA ANN DELUCA AND ALEXANDER IAN DELUCA, PRIMARY BENEFICIARIES OF THE 23 PARTNERS TRUST I,

Respondents/Cross-Appellants.

Supreme Court No: 82991
District Court Case No: P-20-104279-T

DOCKETING STATEMENT
CIVIL APPEALS

GENERAL INFORMATION

Appellants must complete this docketing statement in compliance with NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeals under NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases for expedited treatment and assignment to the Court of Appeals, and compiling statistical information.

WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. *See* KDI Sylvan Pools v. Workman, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District: Eighth Judicial District Court, State of Nevada

   Department: 26 County: Clark

   Judge: Gloria Sturman District Ct. Docket No. P-20-104279-T

2. **Attorney filing this docketing statement:**

   Attorney: Russel J. Geist Telephone: (702) 385-2500

   Firm: Hutchison & Steffen, PLLC

   Address: 10080 W. Alta Dr., Suite 200,
   Las Vegas, Nevada 89145

   Client(s): Attorney for Appellants/Cross-Respondents, Michael T. Nedder and Douglas DeLuca, Trustees

If this is a joint statement by multiple applicants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement

3. **Attorney(s) representing respondents/cross-appellants, Joanne S. Briggs, as parent and guardian of Alexander Ian DeLuca, and Julia Ann Briggs, beneficiaries of the 23 Partners Trust I:**

Attorney: Alexander G. LeVeque Telephone: (702) 997-7714
Roberto M. Campos

Firm: SOLOMON DWIGGINS FREER & STEADMAN, LTD

Address: 9060 West Cheyenne Avenue
Las Vegas, NV 89139

4. **Nature of disposition below (check all that apply):**

Judgment after bench trial
Judgment after jury verdict
Summary Judgment
Default Judgment
Dismissal
Lack of Jurisdiction
Failure to State a Claim
Failure to Prosecute

Grant/Denial of NRCP 60(b) relief
Grant/Denial of Injunction
Grant/Denial of declaratory relief
Review of agency determination
Divorce Decree
Original Modification
Other disposition (specify):

XXX Other (specify): Order Granting in Part and Denying in Part Petition to (1) Assume Jurisdiction Over Trust, (2) Confirm Douglas Scott DeLuca as Trustee, (3) Compel an Accounting, and (4) Obtain a Copy of Trust

5. **Does this appeal raise issues concerning any of the following:** No.

Child custody (visitation rights only)
Venue
Termination of parental rights

6. **Pending and prior proceedings in this court.** List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

None.

7. **Pending and prior proceedings in other courts.** List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

None.

8. **Nature of the action.** Briefly describe the nature of the action and the result below:

This action is a dispute over whether the Trustees were required to provide an accounting and a full copy of the Trust to the beneficiaries. After reviewing the pleadings, the Trust, and after oral argument of the parties, the district court found and ordered that the Trustees are not obligated to provide an annual accounting, but are required to:

> provide the Beneficiaries financial information about the Trust, specifically:
>
> A. The annual Federal Income Tax Return for the Trust, as well as any Form K-1, which the Beneficiaries would receive.
>
> B. A complete beginning and ending inventory of Trust assets, to be delivered no more frequently than annually.
>
> C. A summary of all financial transactions, including Trustees' fees, reconciling the ending inventory to the beginning inventory for the period provided, to be delivered annually.

The district court further found and ordered that "The Trustees have no obligation to provide a copy of the Trust agreement to the Beneficiaries," but required the Trustees to provide them "information in the Trust related to what sections affect them and their rights under the Trust agreement with respect to

their beneficial interest, the Trustees and the administration of the Trust" to be "conveyed by providing the Beneficiaries with copies of the pertinent sections or subsections of the Trust."

9. **Issues on appeal.** State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

   I. Whether the district court erred in ordering that the Trustees are not obligated to provide an annual accounting, but are required to:

      provide the Beneficiaries financial information about the Trust, specifically:

      A. The annual Federal Income Tax Return for the Trust, as well as any Form K-1, which the Beneficiaries would receive.

      B. A complete beginning and ending inventory of Trust assets, to be delivered no more frequently than annually.

      C. A summary of all financial transactions, including Trustees' fees, reconciling the ending inventory to the beginning inventory for the period provided, to be delivered annually.

   II. Whether the district court erred in finding and ordering that "The Trustees have no obligation to provide a copy of the Trust agreement to the Beneficiaries," but required the Trustees to provide them "information in the Trust related to what sections affect them and their rights under the Trust agreement with respect to their beneficial interest, the Trustees and the administration of the Trust" to be "conveyed by providing the Beneficiaries with copies of the pertinent sections or subsections of the Trust."

10. **Pending proceedings in this court raising the same or similar issues.** If you are aware of any proceeding presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket number and identify the same or similar issues raised:

    None

11. **Constitutional issues.** If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

N/A **X** Yes No

If not, explain

12. **Other issues.** Does this appeal involve any of the following: No.

Reversal of well-settled Nevada precedent (on an attachment, identify the case(s))
An issue arising under the United States and/or Nevada Constitutions
A substantial issue of first-impression
An issue of public policy
An issue where en banc consideration is necessary to maintain uniformity of this court's decisions
A ballot question
If so, explain:

13. **Assignment to the Court of appeals or retention in the Supreme Court.** Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstances(s) that warrant retaining the case, and include an explanation of their importance or significance:

This case is presumptively assigned to the Supreme Court pursuant to NRAP 17(b)(14). Corpus of Trust in Excess of $20 Million.

14. **Trial.** If this action proceeded to trial, how many days did the trial last?

N/A

Was it a bench or jury trial?

15. **Judicial disqualification.** Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal. If so, which Justice? No.

TIMELINESS OF NOTICE OF APPEAL

16. **Date of entry of written judgment or order appealed from:**

    1. The district court's Order Granting in Part and Denying in Part Petition to (1) Assume Jurisdiction Over Trust, (2) Confirm Douglas Scott DeLuca as Trustee, (3) Compel an Accounting, and (4) Obtain a Copy of Trust was entered on April 23, 2021.

    If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

17. **Date written notice of entry of judgment or order served:**

    1. Notice of entry of the district court's Order Granting in Part and Denying in Part Petition to (1) Assume Jurisdiction Over Trust, (2) Confirm Douglas Scott DeLuca as Trustee, (3) Compel an Accounting, and (4) Obtain a Copy of Trust was served on April 23, 2021 via e-service.

18. **If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52 (b), or 59)**

    (a) Specify the type of motion, and the date and method of service of the motion, and date of filing.

    NRCP 50(b) Date of filing N/A
    NRCP 52(b) Date of filing N/A
    NRCP 59 Date of filing N/A

Note: **Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal.** ***See*** **AA Primo Builders v. Washington, 126 Nev., 245 P.3d 1190 (2010).**

(b) Date of entry of written order resolving tolling motion:

(c) Date of written notice of entry of order resolving motion served:_____

Was service by delivery _____ or by mail _____.

19. **Date notice of appeal was filed:** June 3, 2021.

If more than one party has appealed from the judgment or order, list date each notice of appeal was filed and identify by name the party filing the notice of appeal:

a. June 3, 2021 - Michael T. Nedder and Douglas DeLuca
b. June 3, 2021 - Joanne S. Briggs and Julia Ann DeLuca

20. **Specify statute or rule governing the time limit for filing the notice of appeal, *e.g.*, NRAP 4(a) or other:**

NRAP 4(a)

SUBSTANTIVE APPEALABILITY

21. **Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:**

NRAP 3A(b)(1)	NRS 38.205
NRAP 3A(b)(2)	NRS 233B.150
NRAP 3A(b)(3)	NRS 703.376
Other (specify) _____	
XXX NRS 155.190 (h), (m), (n).	

Order is independently appealable.

Explain how each authority provides a basis for appeal from the judgment or order:

Independently appealable Trust litigation order.

22. **List all parties involved in the action in the district court:**

(a) Parties:

1. Joanne S. Briggs, as parent and guardian of Alexander Ian DeLuca; as beneficiary of the 23 Partners Trust I, Petitioner

2. Julia Ann DeLuca, as beneficiary of the 23 Partners Trust I, Petitioner

3. Michael T. Nedder and Douglas DeLuca, Trustees of the 23 Partners Trust I, Objector

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal *e.g.,* formally dismissed, not served, or other:

23. **Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims or third-party claims, and the date of formal disposition of each claim.**

Joanne S. Briggs and Julia Ann DeLuca claim that the trustees are required to provide a copy of the entire trust agreement and a full accounting of the trust pursuant to the terms of the trust and Nevada law.

Michael T. Nedder and Douglas DeLuca, Trustees of the 23 Partners Trust I deny the claims.

The case issued a summary disposition on April 23, 2021.

24. **Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below:**

Yes _____ No ___X___

25. **If you answered "No" to question 24, complete the following:**

(a) Specify the claims remaining pending below:

(b) Specify the parties remaining below:

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b):

Yes _____ No __X____

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment:

Yes _____ No __X___

26. **If you answered "No" to any part of question 25, explain the basis for seeking appellate review (*e.g.*, order is independently appealable under NRAP 3A(b)):**

Order is independently appealable under NRS 155.190 (h), (m), (n).

27. **Attach file-stamped copies of the following documents:**

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order

VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Name of Appellants/Cross-Respondents: Michael T. Nedder
and Douglas DeLuca

Name of counsel of record: Russel J. Geist

Date: 06/28/2021 ***/s/ Russel J. Geist***
Signature of counsel of record

Clark County, Nevada
State and county where signed

CERTIFICATE OF SERVICE

I certify that I am an employee of HUTCHISON & STEFFEN, PLLC and that on this date the **DOCKETING STATEMENT CIVIL APPEALS** was filed electronically with the Clerk of the Nevada Supreme Court, and therefore electronic service was made in accordance with the master service list as follows:

Alexander G. LeVeque, Esq.
Roberto M. Campos, Esq.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129

Attorney for Respondent/Cross-Appellant

A copy was served via U.S. Mail to the below:

Eleissa C. Lavelle
3800 Howard Hughes Pkwy.
11th Floor
Las Vegas, NV 89169

Settlement Judge

DATED this 28th day of June, 2021.

/s/ Amber Anderson-Reynolds

_____
An employee of Hutchison & Steffen, PLLC

Electronically Filed
9/21/2020 4:32 PM
Steven D. Grierson
CLERK OF THE COURT

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Attorneys for Joanne S. Briggs as Parent and Guardian of Julia Ann DeLuca and Alexander Ian DeLuca, Beneficiaries of 23 Partners Trust I

CASE NO: P-20-104279-T
Department 26

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of 23 PARTNERS TRUST I, dated August 31, 2017	Case No.: Dept.: Hearing Date: Hearing Time:

PETITION TO (1) ASSUME JURISDICTION OVER TRUST, (2) CONFIRM DOUGLAS SCOTT DELUCA AS TRUSTEE, (3) OBTAIN AN ACCOUNTING, AND (4) OBTAIN A COPY OF TRUST

Petitioner, Joanne S. Briggs, as Parent and Guardian of Julia Ann DeLuca and Alexander Ian DeLuca as Beneficiaries of 23 Partners Trust I ("Petitioner"), by and through her counsel of record, the law firm Solomon Dwiggins & Freer, Ltd., hereby petitions this Court to: (1) assume jurisdiction over the 23 Partners Trust I (the "Trust"); (2) confirm Douglas Scott DeLuca as Trustee of the Trust; (3) compel the Trustee of the Trust to provide an accounting of the Trust to Petitioner; and (4) compel the Trustee of the Trust to provide a copy of the Trust to Petitioner (collectively, the "Petition"). The foregoing Petition is brought pursuant to NRS 153.031(1)(a), (b), (e), (h), and (k), NRS 164.005, NRS 164.010, NRS 164.015, NRS 164.038(5), NRS 165.135, NRS 165.147 and, upon information and belief, the terms of the Trust. In support of the Petition, Petitioner alleges as follows:

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SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

Docket 82991 Document 2021-18588
Case Number: P-20-104279-T

I.

STATEMENT OF FACTS

A. INTERESTED PERSONS

Pursuant to NRS 153.031(2), Petitioner provides that, upon information and belief, the following individuals are interested persons under the Trust:

Name	Relation	Address
Douglas Scott DeLuca	Trustee, Brother of Settlor	2002 Mohican Court Cheswick, PA 15024 *and* c/o Nedder & Associates, LLC 3 Parklands Drive, Suite 201 Darien, CT 06820
Julia Ann DeLuca	Beneficiary, daughter of Settlor	c/o Solomon Dwiggins & Freer, Ltd. 9060 W. Cheyenne Ave. Las Vegas, NV 89129
Alexander Ian DeLuca	Beneficiary, son of Settlor	c/o Solomon Dwiggins & Freer, Ltd. 9060 W. Cheyenne Ave. Las Vegas, NV 89129
Joanne S. Briggs	Custodial mother of Beneficiaries Julia Ann DeLuca and Alexander DeLuca	c/o Solomon Dwiggins & Freer, Ltd. 9060 W. Cheyenne Ave. Las Vegas, NV 89129

B. BACKGROUND

1. Jon Adam DeLuca ("Jon") and Joanne S. Briggs ("Joanne") married on March 7, 2002. Together they had two children: Julia Ann DeLuca ("Julia") and Alexander Ian DeLuca ("Alexander"). Jon and Joanne divorced thereafter.

2. Later, Jon executed the Last Will and Testament of Jon Adam DeLuca (the "Will") on August 31, 2017.

3. The Will lists as its equal beneficiaries, of tangible personal property, Jon's children who survive him. The Will also expressly devises and bequeaths the residuary estate to the Trustees of the 23 Partners Trust I (the "Trust") and provides that the Trust is executed simultaneously with the Will, on August 31, 2017. The Will also provides that if Jon's residuary estate or the principal of any trust established under the Will is not effectively disposed of by the provisions therein, such

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property shall be distributed equally per stripes among Jon's nieces Caroline DeLuca and Meghan DeLuca and Jon's nephew Jon Paul DeLuca, or if deceased, their respective descendants.

4. The Will also provides that Jon is both the settlor and original Trustee of the *inter vivos* Trust.

5. The Will identifies Jon's brother Douglas Scott DeLuca ("Douglas") as its Executor, with Lloyd Nemerever, Jon's friend, as alternate Executor.

6. Jon died on July 14, 2018.

7. On information and belief, the Trust names Douglas as its Successor Trustee, and Julia and Alexander as beneficiaries thereunder.

8. Julia and Alexander are minors, ages 17 and 15, respectively, and Joanne is their custodial parent. There is no conflict of interest between either children, Julia or Alexander, and their mother Joanne.

9. Julia and Alexander have been receiving distributions from the Trust in various amounts since their father Jon's death to pay for Julia's and Alexander's private school education, medical expenses, vacations and extracurricular activities. The Trust has also provided a credit card to the children and their mother Joanne to purchase the children's clothing and incidentals. Also, the Trust reimburses Joanne for expenses she paid in cash for the children's activities or needs. On information and belief all these payments are made in accordance with the provisions of the divorce decree, and because it was Jon's intent to have the Trust pay for his children's expenses.

10. Julia, Alexander, and, or, their mother as their guardian, have requested from the Trustee or his law firm Nedder & Associates, LLC, information relating to the Trust but have been denied adequate information.

11. Neither Julia nor Alexander, nor Joanne, have ever been provided a copy of the Trust. Therefore, they: (i) do not know the terms of the Trust; (ii) do not know their rights as beneficiaries thereunder; (iii) are unable to assess the administration of the Trust and any accounting thereof; and (iv) are unable to enforce their rights as beneficiaries thereunder.

12. Also, under information and belief, the Trust's terms provide that Nevada law shall govern the Trust's administration.

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II.

ARGUMENT

A. THIS COURT SHOULD ASSUME *IN REM* JURISDICTION OVER THE TRUST.

NRS 164.010(1) provides in pertinent part:

> [U]pon petition of a settlor or beneficiary of the trust, the district court of the county ... in which the trust has been domiciled as of the time of the filing of the petition shall assume jurisdiction of the trust as a proceeding in rem *unless* another court has properly assumed continuing jurisdiction in rem in accordance with the laws of that jurisdiction and the district court determines that it is not appropriate for the district court to assume jurisdiction under the circumstances.

NRS 164.010(2)(a) states that a trust is "domiciled" pursuant to NRS 164.010(1) where "[t]he trust instrument expressly provides that the situs of the trust is in this State or that a court in this State has jurisdiction over the trust."

Here, Julia and Alexander are beneficiaries of the Trust. They have been receiving distributions from the Trust regularly since their father Jon's death, for various of their personal expenses including private school education, medical expenses, vacations and extracurricular activities. As Jon's surviving children, they were his beneficiaries, along with the Trust, under Jon's Will. As beneficiaries under the Trust, they may file this Petition with the Court concerning any aspect of the affairs of the Trust. *See* NRS 153.031(1). This includes petitioning the Court to assume jurisdiction over the Trust. *See* NRS 164.010(1).

Further, as minor beneficiaries of the Trust, Julia and Alexander may be represented by Joanne as their custodial parent, in this proceeding pertaining to the Trust. *See* NRS 164.038(5). There is also no conflict of interest between Julia or Alexander, and Joanne.

This Court has jurisdiction over the Trust pursuant to NRS 164.010, because Nevada is the Trust's situs, as upon information and belief, the Trust's terms provide that Nevada law shall govern the Trust's administration.

Accordingly, this Court should grant the foregoing Petition to assume jurisdiction over the Trust.

//

//

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B. THIS COURT SHOULD CONFIRM DOUGLAS SCOTT DELUCA AS TRUSTEE OF THE TRUST.

As beneficiaries under the Trust, Julia and Alexander, through their mother Joanne, may petition this Court to confirm the Trustee of the Trust. Accordingly, Petitioner requests that this Court confirm the decedent's brother Douglas, upon information and belief the Trustee of the Trust, as Trustee of the Trust. *See* NRS 153.031(1)(k).

C. THIS COURT SHOULD COMPEL THE TRUSTEE TO PROVIDE PETITIONER AN ACCOUNTING.

NRS 153.031(1)(h) provides that this Court can compel Douglas as Trustee of the Trust to prepare and produce to Petitioner, representative of Julia and Alexander as beneficiaries of the Trust, an accounting of the Trust that includes all of the information enumerated in NRS 165.135. Julia, Alexander, and, or, their mother as their guardian, have requested from the Trustee or his law firm Nedder & Associates, LLC, information relating to the Trust but have been denied adequate information. Indeed, no accounting has yet been made available to Petitioner. Therefore, Petitioner requests that this Court compel Douglas as Trustee of the Trust to provide an accounting of the Trust to Petitioner.

D. THIS COURT SHOULD COMPEL TRUSTEE TO PROVIDE PETITIONER A COPY OF THE TRUST.

Finally, the Court "may direct the trustee to provide a beneficiary who is entitled to receive an account … a copy of the trust instrument, or such portions as the [C]ourt deems to be pertinent to the determination of the adequacy of the trustee's account and to the enforcement of the beneficiary's rights under the trust." NRS 165.147(2).

Here, though information on the Trust has been requested, no copy of the Trust has ever been provided to Julia or Alexander even though they are beneficiaries of the Trust. Consequently, Neither Julia, Alexander nor their mother Joanne, know the terms of the trust, Julia's and Alexander's rights thereunder as beneficiaries, whether the Trust has been administered adequately, or whether their beneficiary rights have been fully respected. Thus, Petitioner requests that the Court also compel Douglas as Trustee of the Trust to provide Petitioner with a complete copy of the Trust to determine (i) the terms of the Trust, (ii) Julia's and Alexander's rights as beneficiaries

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under the Trust, (iii) the adequacy of Douglas's account as Trustee of the Trust, and (iv) enforcement of Julia's and Alexander's rights as beneficiaries under the Trust.

III.

CONCLUSION

WHEREFORE, Petitioner requests that this Petition be set for hearing, and that after hearing the matters of this Petition, this Court find that notice of the time and place of such hearing has been given in the manner required by law, and that this Court make and enter its Orders and Decrees pursuant to NRS 153.031(l), NRS 153.041, NRS 164.005, NRS 164.010, NRS 164.015, NRS 164.038(5), NRS 165.135, and NRS 165.147, as follows:

1. Assume jurisdiction over the Trust;

2. Confirm Douglas Scott DeLuca as Trustee of the Trust;

3. Compel Trustee Douglas Scott DeLuca to provide an Accounting of the Trust to Petitioner in accordance with Chapter 165 of the Nevada Revised Statutes;

4. Compel Trustee Douglas Scott DeLuca to provide a Copy of the Trust to Petitioner; and

5. For such other and further relief as the Court deems proper.

DATED this 21st day of September, 2020.

SOLOMON DWIGGINS & FREER, LTD.

By: _____

Alexander G. LeVeque (Nev. Bar # 11183)
aleveque@sdfnvlaw.com
Roberto M. Campos, (Nev. Bar # 15189)
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Attorneys for Joanne S. Briggs as Parent and Guardian of Julia Ann DeLuca and Alexander Ian DeLuca as Beneficiaries of 23 Partners Trust I

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VERIFICATION

I, JOANNE S. BRIGGS, hereby declare under penalty of perjury in the State of Nevada:

I am the Petitioner named in the above and foregoing PETITION TO (1) ASSUME JURISDICTION OVER TRUST, (2) CONFIRM DOUGLAS SCOTT DELUCA AS TRUSTEE, (3) OBTAIN AN ACCOUNTING, AND (4) OBTAIN A COPY OF TRUST on file with this Court; I have read the same and know the contents thereof; and the same are true to the best of my own personal knowledge, except for those statements made upon information and belief; and, as to those statements, I believe them to be true.

Dated this 21 day of September, 2020.

JOANNE S. BRIGGS

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CERTIFICATE OF MAILING

I hereby certify that on the 21st day of September, 2020, I mailed a true and correct copy of the **PETITION TO (1) ASSUME JURISDICTION OVER TRUST, (2) CONFIRM DOUGLAS SCOTT DELUCA AS TRUSTEE, (3) OBTAIN AN ACCOUNTING, AND (4) OBTAIN A COPY OF TRUST** by depositing the same in the United States Postal Service, by first class mail or certified mail, and email, as indicated below, postage prepaid thereon, to the following at their last known address:

Douglas Scott DeLuca

2002 Mohican Court
Cheswick, PA 15024
doug.deluca@gmail.com

and

c/o Nedder & Associates, LLC
3 Parklands Drive, Suite 201
Darien, CT 06820
mtnedder@nedderlaw.com
msalvin@nedderlaw.com

Terrie Marquel

An Employee of Solomon Dwiggins & Freer, Ltd.

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Steven D. Grierson
CLERK OF THE COURT

OBJ
Russel J. Geist (9030)
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Attorneys for Michael T. Nedder, Independent Trustee

DISTRICT COURT

CLARK COUNTY, NEVADA

In the matter of the trust agreement, 23 PARTNERS TRUST I, An Irrevocable Trust.	Case No.: P-20-104279-T Dept. No.: 26 Date of Hearing: November 6, 2020 Time of Hearing: 9:30 a.m.

OBJECTION TO PETITION TO (1) ASSUME JURISDICTION OVER TRUST, (2) CONFIRM DOUGLAS SCOTT DeLUCA AS TRUSTEE, (3) COMPEL AN ACCOUNTING, AND (4) OBTAIN A COPY OF TRUST

Independent Trustee Michael T. Nedder ("Trustee"), Trustee of the 23 Partners Trust I, dated February 1, 2017, hereby files his Objection to Joanne S. Briggs' ("Petitioner") Petition to (1) Assume Jurisdiction Over Trust, (2) Confirm Douglas Scott DeLuca as Trustee, (3) Compel an Accounting, and (4) Obtain a Copy of Trust ("Petition") filed on behalf of beneficiaries Julia Ann DeLuca and Alexander Ian DeLuca. In support, the Trustee alleges as follows:

POINTS & AUTHORITIES

1. Background.

Jon A. DeLuca, the trustor of the 23 Partners Trust I ("Trust"), dated February 1, 2017, created the Trust as an irrevocable trust for the benefit of his children, Julia Ann DeLuca and Alexander Ian DeLuca ("Beneficiaries") to be administered under the terms of the Trust. A copy of the Trust will be provided to the Court *in camera* to review. The Trustee is the currently serving Independent Trustee under the Trust and Douglas Scott DeLuca, the Trustor's brother, is the currently serving Family Trustee of the Trust.

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The Trust provides, "[u]pon the death of the Grantor, without the necessity of physical segregation, the trust estate shall be divided into as many equal shares as there are children of the Grantor then living, …." Jon A. DeLuca died on July 14, 2018, leaving two (2) children living and no deceased children. Each child is referred to as the "primary beneficiary" of his or her trust share to be administered according to the Trust terms.

Section 3.2.1 of the Trust provides completely discretionary distributions to the Beneficiaries for the "benefit, care, comfort, enjoyment, or for any other purposes" in the "sole, absolute and unreviewable discretion."

The Trust also provides a confidentiality clause at Section 5.1 E., specifically requiring that the Trustee not provide notice of the existence of the Trust to any beneficiary.

Section 5.2 A. of the Trust provides that a corporate trustee, if serving, shall make the books of account and records of the Trust available for inspection by vested income and principal beneficiaries of the Trust. A "corporate trustee" is defined by the Trust as a "bank or a trust company." The section concludes that the corporate trustee, if any, shall provide a summary of financial transactions to satisfy a request by a vested income and principal beneficiary.

On or about August 18, 2020, the Trustee, through his assistant Marisa Salvin, corresponded with Petitioner about a request from Julia Ann DeLuca for a copy of the trust and for an accounting, stating:

> As I have explained to her previously, the terms of the trust are explicitly private. With that said, the firm who created the trust has a one-page summary that can be shared with the children to hopefully give them some clarity. In addition, my office has been working on some summary of the trust's finances to review with Julia and Alex. I would like to have a meeting (either in person or electronically) to hopefully answer some of their questions and also review projections for trust expenditures into the future. If you find this agreeable, this would help to address many of the concerns Julia has expressed via email to me.

A copy of the email exchange between Petitioner and the Trustee is attached as **Exhibit 1**. After Petitioner relayed Julia's question about why the beneficiaries cannot receive "an accounting of or information about the trust,…", the Trustee replied:

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> As I have explained to her in the past, the trust is clear in what information can be shared with the beneficiaries and what cannot. The beneficiaries are not entitled to any information about the underlying document or the assets contained therein. This was their father's direction and I am obliged to uphold that.

Instead of accepting the offer to provide the summary of the Trust and Trust finances, which would have satisfied the demand by a beneficiary under Section 5.2.A. of the Trust, Petitioner filed the Petition forcing the Trustee to expend Trust resources to respond.

2. Legal Standard.

Petitioner correctly states that a party may petition the Court to compel the trustee to account under NRS 153.031(1)(h). However, such petition is "[s]ubject to the requirements of chapter 165 of NRS, …."

NRS 165.1207(1) establishes that the requirements upon the trustee to account are first established by the Trust, and the statutory requirements only apply "[t]o the extent that the trust instrument does not provide otherwise, …."

Additionally, NRS 165.1207(1)(b)(5) clearly provides, "A trustee is not required to provide an account to a beneficiary of an irrevocable trust while that beneficiary's only interest in the trust estate is a discretionary interest, as described in NRS 163.4185."

A distribution interest is defined under NRS 163.4185(1)(c) as a "discretionary interest if the trustee has discretion to determine whether a distribution should be made, when a distribution should be made and the amount of the distribution." NRS 163.4185(1)(b) defines a distribution interest as a "support interest" if it is subject to an "ascertainable standard" which is "a standard relating to a person's health, education, support or maintenance within the meaning of section 2041(b)(1)(A) or 2514(c)(1) of the Internal Revenue Code, 26 U.S.C. § 2041(b)(1)(A) or 2514(c)(1), and any regulations of the United States Treasury promulgated thereunder." NRS 163.4185(4)

NRS 163.419(1) provides, **"A beneficiary who has a discretionary interest in a trust does not have an enforceable right to a distribution from the trust**, and a court may review a

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trustee's exercise of discretion concerning a discretionary interest only if the trustee acts dishonestly, with bad faith or willful misconduct." (emphasis added). Nevada law also states that a "trustee given discretion in a trust instrument that is described as sole, absolute, uncontrolled, unrestricted or unfettered discretion, or with similar words, has no duty to act reasonably in the exercise of that discretion." NRS 163.419(2).

Under Nevada law, a trustee is required to provide a copy of the trust instrument upon demand to a beneficiary "who is entitled to receive an account pursuant to the terms of NRS 165.1201 to 165.148, inclusive, … except as expressly provided otherwise in the trust instrument." NRS 165.147(1). Notwithstanding any contrary provision in the trust instrument, the Court can only compel a trustee to provide a copy of the Trust to "a beneficiary who is entitled to receive an account pursuant to the terms of NRS 165.1201 to 165.148, inclusive."

Therefore, **a beneficiary not entitled to an accounting under NRS 165.1201 to 165.148, inclusive,** cannot compel the trustee to deliver a copy of the trust, particularly when the trust expressly provides otherwise. Additionally, the Court cannot direct the trustee to provide a copy of the trust to **a beneficiary not entitled to an accounting under NRS 165.1201 to 165.148, inclusive**.

3. Objection to Petition to Obtain an Accounting, and Obtain a Copy of Trust.

a. Objection to Petition to Obtain an Accounting

The Petition to obtain an accounting is based on NRS 153.031(1)(h), which is subject to the provisions of NRS 165. However, under NRS 165.1207(1)(b)(5), the Trustee is not required to provide an accounting to discretionary beneficiaries, nor does the Trust require an accounting to beneficiaries who are not vested income or principal beneficiaries, but only requires a corporate trustee to provide a summary of all financial transactions for the Trust. The Trustee is an individual and is not a corporate trustee under the Trust's definition.

The Beneficiaries' interest in the Trust is a "discretionary interest" under NRS

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163.4185(1)(c), because the only way they can receive distributions is if the Trustee "in its sole, absolute and unreviewable discretion" makes a distribution or applies for the benefit or use of the Beneficiaries, trust income or principal, or both. The Beneficiaries' interest is not a support interest because it does not follow an "ascertainable standard" as defined by NRS 163.4185(4) by referring to distributions for the Beneficiaries' health, education, support or maintenance. Instead, the Trust provides for discretionary distributions under a broad discretionary standard for the Beneficiaries' "benefit, care, comfort, enjoyment, or for any other purposes." **The Beneficiaries do not have an enforceable right to a distribution from the trust**. NRS 163.419(1). Therefore, the Beneficiaries do not have a right to compel an accounting under the terms of the Trust or under Nevada law. Notwithstanding the Trustee's offer to provide a summary of Trust transactions, the Trustee is under no obligation to provide an accounting of the Trust, and certainly not in the form enumerated in NRS 165.135.

The Trustee asks this Court to declare that the Beneficiaries' interests in the Trust are in the "sole, absolute and unreviewable discretion" of the Trustee, that the Trustee has no duty to act reasonably in the exercise of that discretion pursuant to NRS 163.419(2), and that the Trustee has no obligation to provide an accounting to the Beneficiaries pursuant to NRS 165.1207(1)(b)(5) or pursuant to the Trust, and that the Court denies the Petition to compel an accounting accordingly.

b. Objection to Petition to Obtain a Copy of the Trust

The Trustor included a confidentiality clause at Section 5.1 E. of the Trust, specifically requiring that the Trustee not provide notice of the existence of the Trust to any beneficiary. Therefore, the Trustee's prior denials of a copy of the Trust are appropriate and warranted by the Trustor's intent specifically stated in the Trust.

The Petition to obtain a copy of the Trust is based on NRS 165.147(2), and the mistaken belief that the Beneficiaries are entitled to an accounting. The Beneficiaries' interest in the Trust is in the "sole, absolute and unreviewable discretion" of the Trustee. Therefore, as discretionary beneficiaries they are not entitled to an accounting pursuant to NRS 165.1207(5).

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Consequently they are not entitled to a copy of the Trust. The Trustee has provided the Court an *in camera* copy of the Trust to verify that the representations in this Objection regarding the Trust terms are correct.

The Trustee asks this Court to declare that the Beneficiaries' interests in the Trust are in the "sole, absolute and unreviewable discretion" of the Trustee, that the Trustee has no duty to act reasonably in the exercise of that discretion pursuant to NRS 163.419(2), and that the Trustee has no obligation to provide an accounting to the Beneficiaries pursuant to NRS 165.1207(1)(b)(5) or pursuant to the Trust. Therefore, the Trustee has no obligation to provide a copy of the Trust to the Beneficiaries pursuant to NRS 165.147(2), and that the Court denies the Petition to compel an copy of the Trust accordingly.

5. Conclusion.

For the foregoing reasons, Michael T. Nedder requests that this Court deny Joanne S. Briggs' Petition to (1) Assume Jurisdiction Over Trust, (2) Confirm Douglas Scott DeLuca as Trustee, (3) Compel an Accounting, and (4) Obtain a Copy of Trust in full, since there is no relief which may be granted to her by this Court, as established herein.

However, if the Court is inclined to assume jurisdiction of the Trust and confirm the Trustee in order to consider Petitioner's other petitions for relief, Michael T. Nedder requests that this Court order that the proceeding initiated by Petitioner "does not result in continuing supervisory proceedings" (NRS 164.015(7)), and Michael T. Nedder petitions the Court for an order that as soon as the petitions to compel an accounting and obtain a copy of the Trust are denied, the Trust will be removed from the continuing jurisdiction of the Court pursuant to NRS 164.010(6).

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Wherefore, Petitioner prays that the Court enter its Order as set forth herein.

Dated November 4, 2020

HUTCHISON & STEFFEN, PLLC

/s/ Russel J. Geist
Russel J. Geist (9030)
Peccole Professional Park
10080 West Alta Drive, Suite 200
Las Vegas, Nevada 89145

Attorneys for Michael T. Nedder, Independent Trustee

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of HUTCHISON & STEFFEN, PLLC and that on this 4th day of November, 2020, I caused the above and foregoing documents entitled **OBJECTION TO PETITION TO (1) ASSUME JURISDICTION OVER TRUST, (2) CONFIRM DOUGLAS SCOTT DeLUCA AS TRUSTEE, (3) COMPEL AN ACCOUNTING, AND (4) OBTAIN A COPY OF TRUST** to be served 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

☒ sent electronically via the Court's electronic service system; the date and time of this electronic service is in place of the date and in place of deposit in the mail; and/or

☐ to be hand-delivered.

to the attorney(s) listed below at the address and/or facsimile number indicated below:

Via Electronic Service
Alexander G. LeVeque, Esq.
Roberto M. Campos, Esq.
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, NV 89129

Attorneys for Joanne S. Briggs as Parent and Guardian of Julia Ann DeLuca and Alexander Ian DeLuca, Beneficiaries of 23 Partners Trust I

/s/ Amber Anderson-Reynolds
An employee of Hutchison & Steffen, PLLC

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EXHIBIT PAGE ONLY

EXHIBIT 1

Michael Nedder

From: Jo Briggs <jjsbriggs@gmail.com>
Sent: Tuesday, August 18, 2020 3:45 PM
To: Marisa Salvin
Cc: Johnson, Daniel; Michael Nedder
Subject: Re: Alex CC

Marissa -

Alex and I were both on the call with UBS, as he is too young to be able to manage a fraud inquiry alone. I had Megan Yi (rom UBS financial services) looped into the call to make sure all protocols were followed. I am sure there is a recording of the call, but Alex answered all the questions about the charges that were made. The charges were mostly for Gophers (ice cream) and one for a gas station when Tatty and Alex were driving to a lacrosse game. There was one online charge for $5 that Alex told the agent was from a You Tube channel. I trusted that Alex was being truthful and had learned his lesson from the last time. On confronting Alex upon receipt of this email he has admitted that he lied about the charge. I have taken his credit card away. You can cancel it if you'd like and he will have to use my card when he is traveling without me (as I cannot be in 2 places with Julia and Alex at the same time). Alternatively you can leave his card active and I will only give it to him in limited circumstances.

With regard to Julia's emails, you need to respond to her directly. She is almost 18 and is acting on her own behalf. That being said, I have two comments: first, when I shared this email with Julia, she told me that Michael said he would provide that one page summary in January (when she independently chose to visit him at your offices); she also said that she sent two subsequent emails without any response. Second,, she does not understand how the beneficiaries of a trust are not entitled to any accounting of or information about the trust, she does not think (and nor do I) that this provides any checks and balances. In my view, Ellen Hain should be helping the children navigate this issue but she does not respond to emails or phone calls. As their guardian, I will help the children find a lawyer who can best answer these questions for them and provide representation (as needed) during any call or meeting.

Jo

On Aug 18, 2020, at 2:54 PM, Marisa Salvin <msalvin@nedderlaw.com> wrote:

Jo,
Mike is out on an emergency family matter but wanted me to relay this email to you.
We were recently contacted by UBS regarding charges to Alex's card. As you and I have previously discussed, we have flagged certain vendors as inappropriate. It appears that these charges have continued. Further it was brought to our attention that you called UBS to authorize these charges on Alex's behalf. Obviously, these types of charges are not in line with the objectives of Jon's estate. I am hoping this was some sort of misunderstanding, or that possibly someone pretending to be you reached out to UBS. If you could shed some clarity on this it would be helpful. We would like to keep Alex's card functioning, but we cannot have these types of charges continue.
In addition, Julia reached out to me looking for some clarity regarding Jon's estate and trust. As I have explained to her previously, the terms of the trust are explicitly private. With that said, the firm who created the trust has a one-page summary that can be shared with the children, to hopefully give them some clarity. In addition, my office has been working on some summary of the trust's finances to review with Julia and Alex. I would like to have a meeting (either in person or electronically) to hopefully

answer some of their questions and also review projections for trust expenditures into the future. If you find this agreeable, this would help to address many of the concerns Julia has expressed via email to me.

I hope all of you are well though these crazy times. I look forward to hearing from you.

Thank you,

Marisa Salvin
Head of Client Relations

<image001.png>

<image002.png><image003.png> <image004.png> <image005.png>

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Marisa Salvin

From: Marisa Salvin
Sent: Thursday, September 3, 2020 9:59 AM
To: Jo Briggs (jjsbriggs@gmail.com)
Cc: Michael Nedder
Subject: Alex's CC

Jo,

Mike is still out of the office but wanted me to send you this email in response to your email dated 8/18/2020.

Jo:

Thank you for your prompt response. Would you prefer that we suspend Alex's card from our end? As you know not having the physical card does not prevent use. Let me know your thoughts.

I realize Julia is quite mature, but she is still a minor and I thought it best to communicate through her guardian. As I have explained to her in the past, the trust is clear in what information can be shared with beneficiaries and what cannot. The beneficiaries are not entitled to any information about the underlying document or the assets contained therein. This was their father's direction and I am obliged to uphold that. As far as the summary that was suggested, I am working with counsel to prepare something that is appropriate. As you are also aware since that time there has been a worldwide pandemic which closed my offices for months, recently a storm that left us without power or internet for a week and most recently the passing of my father. To say the least, God has certainly tested me.

Hiring counsel for your children is certainly your decision. Ellen Hain was their court appointed Guardian ad Litem to determine your pursuit of funds from the estate. If you would like to engage her separately for additional meetings please feel free. Please note, the cost of her engagement or other counsel will not be paid for by either the trust or the estate.

What I had proposed in my earlier email was that Julia, Alex and I meet to further clarify their questions about the trust as best we can. Also to review the spending from the trust so that they have an idea of how much is being spent and what it is being spent on. I feel this would be a way to give them more perspective on today and in planning for the future. If you think this would help the kids, let me know and my office will coordinate. Given the current environment, we can schedule it in person or via an online meeting platform. Let me know how the kids would like to proceed.

Thank you,

Marisa Salvin
Head of Client Relations

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Attorneys for Joanne S. Briggs as Parent and Guardian of Julia Ann DeLuca and Alexander Ian DeLuca, Beneficiaries of 23 Partners Trust I

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of 23 PARTNERS TRUST I, dated August 31, 2017	Case No.: P-20-104279-T Dept.: 26 Hearing Date: December 9, 2020 Hearing Time: 10:00 a.m.

REPLY IN SUPPORT OF PETITION TO (1) ASSUME JURISDICTION OVER TRUST, (2) CONFIRM DOUGLAS SCOTT DELUCA AS TRUSTEE, (3) OBTAIN AN ACCOUNTING, AND (4) OBTAIN A COPY OF TRUST

I.

INTRODUCTION

A trustee who doesn't have to account to anyone is no trustee. Yet, an unaccountable trustee is essentially what results from the Independent Trustee's position here. It is all the more flagrant and untenable when considering that the trustees here are depriving two minor children[1] of basic *information* about a trust that was indisputably and expressly created by their deceased father for their benefit. Indeed, at some point there *must* be distributions of assets from the Trust, and on

[1] As minor beneficiaries of the Trust, Julia and Alex may be represented by Petitioner as their custodial parent, in this proceeding pertaining to the Trust. *See* NRS 164.038(5). There is also no conflict of interest between Julia or Alex, and Petitioner.

Case Number: P-20-104279-T

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TRUST AND ESTATE ATTORNEYS

information and belief, they *must* go entirely to the two children (or their own children someday). It is simply the children's money—not the uncle trustee's or lawyer trustee's money.

Accordingly, pursuant to Nevada trust law, fairness and common sense, the children (or, as minors, their mother) must be able to confirm what their rights are under the Trust. They must be able to verify whether or not the uncle and lawyer as trustees are discharging their fiduciary duties faithfully and competently over these considerable funds, per the intentions of the children's father. Finally, someone—Petitioner here—must be able to hold the trustees accountable, even with discretionary powers, to ensure Trust assets are preserved for eventual distributions.

In addition to the reasons already set forth in the Petition, and in response to the arguments advanced by Nedder in his Objection, the Petition should be granted in its entirety because:

- As acknowledged by Nedder, there is a duty to account under the express terms of the Trust.
- Keeping the existence of the Trust confidential from the children is moot because they, and their mother, are aware of its existence, its funding, and its essential terms, all of which were voluntarily disclosed by Jon – the Grantor.
- This Court has plenary authority, as expressly provided by Nevada statute, to compel an accounting notwithstanding a discretionary distribution standard.
- The Supreme Court of Nevada's 2018 unpublished *Amicon* decision does not apply to this matter – even if it were binding precedent which it is not – because (a) there is an express duty to account under the terms of the Trust; and (b) NRS 165.180 was neither amended nor removed in SB 484 (2015), which provides that all district courts can compel an accounting regardless of whether a beneficiary is statutorily entitled to one.

II.

ADDITIONAL FACTS

A. Jon's Meeting With Nedder

1. On May 24, 2018, shortly before his death, the Trustor, Jon A. DeLuca ("Jon"), met with his estate planning attorney and Independent Trustee of the Trust, Michael T. Nedder

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("Nedder") (the "Meeting") regarding Jon's estate plan and the Trust that Jon created over a year before, and dated February 1, 2017. The Meeting was audio-recorded with their consent.[2]

2. At the Meeting, Nedder explained Jon's estate plan and the related operation of the Trust to Jon. According to the recording, the whole purpose of the Trust was to benefit Jon's two children Julia Ann DeLuca ("Julia") and Alexander Ian DeLuca ("Alex"), to whom Jon was completely devoted.[3] For instance, Jon asks if there will be estate tax on the distributions to his children.[4] Further, Jon asks for the amount each child will end up with after all is said and done, and Nedder responds about $9-10 million.[5] Jon responds, emotionally pausing, that he had been trying his entire life to provide for and set up his children and family with support.[6]

3. At the Meeting, Nedder regularly refers to: (i) a flowchart document titled the DeLuca Estate Plan ("Estate Plan Flowchart") apparently showing all Jon's assets flowing into the Trust, and out "50% to Family Trust for benefit of Julia DeLuca" and "50% to Family Trust for benefit of Alexander De Luca;"[7] and (ii) a list titled Jon De[L]uca Assets ("List of Assets"), showing approximately $24.5 million in assets.[8]

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[2] *See* Tr., Mtg., May 24, 2018, between Jon A. DeLuca and Michael T. Nedder, a true and correct copy of which is attached hereto as **Exhibit 1**. Copy of audio recording is available upon request.

[3] *See* description of Jon posted on the Jon DeLuca Youth Tennis Memorial Fund's website at https://www.jondelucamemorialfund.com/about ("While an excellent leader, mentor and friend, Jon was best at being a father to Julia and Alex. He was completely devoted to his children and spent as much time as possible with them, and was incredibly proud of them. He followed the philosophy: a time to work and a time to play, and play was always with his kids. Jon accompanied his children to numerous tennis and soccer tournaments and wonderful family vacations. Jon is survived by his children, Julia and Alex, his father, Al and his brother, Doug.").

[4] Ex. 1, at p. 2:26; and at 2:52 ("Do they [the children] pay estate taxes on that?")

[5] *Id.*, at p. 7:6-12; and at 9:40.

[6] *Id.*, at p. 7:19; and at 10:20 ("my entire life I've been trying to do this, and it worked").

[7] *See* DeLuca Estate Plan, undated, a true and correct copy of which is attached hereto as **Exhibit 2**.

[8] *See* Jon De[L]uca Assets, undated, a true and correct copy of which is attached hereto as **Exhibit 3**.

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4. Jon and Nedder further discuss compensation of $100,000 annually for Jon's brother, Douglas Scott De Luca ("Douglas"), to serve as the Family Trustee.[9]

5. Nedder also poses the hypothetical that if "the kids become eighteen and they fire all the trustees …," thus contemplating the children's right to do so, at least by that age.[10]

6. At the Meeting, Jon and Nedder concluded that though the children already have IRS Section Code 529 educational funding plans, there may be educational "needs for other supplemental stuff like books, housing, that sort of stuff."[11] Further, other large expenditures from the Trust may be for "planning a wedding … buying their first house," and the like.[12] What Jon didn't want to fund is for example a "series of failed businesses" started by the children.[13]

7. Jon further asks if the children will get money every month, and Nedder responds that they don't have to receive it every month but "[t]he expectation is that they are going to want to keep doing a bunch of stuff they're doing" presently, like attending private school, etc…[14]

8. Nedder admits that Petitioner, then divorced from Jon, is "a good mom," to which Jon agrees.[15] Nedder continues that "it's just a matter of staying focused on what's important, and it's taking care of the kids."[16] Jon later asks if Petitioner will be involved in the budget that Nedder's office will prepare, and Nedder responds that "she will be."[17]

9. Although the Meeting was designated orally as attorney-client privileged,[18] weeks later, in or about mid-June 2018, and about a month before he died, Jon voluntarily transmitted a

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[9] Ex. 1, at p. 18:23-26; and at 29:10.

[10] Ex. 1, at p. 21:10-11; and at 38:00.

[11] *Id.*, at p. 21:23-24; and at 39:00.

[12] *Id.*, at p. 21:27-22:2; and at 39:00.

[13] *Id.*, at p. 22:11; and at 39:00.

[14] *Id.*, at p. 27:26-28:1; and at 51:35.

[15] *Id.*, at p. 23:16-17; and at 42:20.

[16] *Id.*, at p. 23:18-20; and at 42:40.

[17] *Id.*, at p. 28:11-12; and at 51:50.

[18] *Id.*, at p. 1:10-11; and at 00:01.

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copy of the audio recording to Petitioner via Dropbox (presumably due to data size).[19] He included the recording in a folder, along with photographs and other items he wanted Petitioner to have. Jon also showed Petitioner the Estate Plan Flowchart and the List of Assets either on the day the Meeting occurred (May 24, 2018), or shortly thereafter. Jon kept these documents by his bedside as he wanted to review them periodically and ensure Petitioner understood his plans for after his passing. After weeks, Jon requested that Petitioner put these documents somewhere for safekeeping.

10. Because Jon voluntarily shared the audio recording, the Estate Plan Flowchart and the List of Assets with Petitioner, he thereby voluntarily waived any privilege otherwise applicable to the Meeting, the documents, the Trust itself and its terms; thus constituting a subject matter waiver.[20]

B. <u>The Trust Terms</u>

11. The Objection admits that Jon "created the Trust as an irrevocable trust for the benefit of his children, Julia Ann DeLuca and Alexander Ian DeLuca."[21] The Trust states that, at the Trustor's death, "the Trust estate shall be divided into as many equal shares as there are children of the Grantor then living."[22] Upon his death, Jon left no other children, living or deceased.[23] Thus, Julia and Alex are each "referred to [in the Trust] as the 'primary beneficiary' of his or her trust share."[24]

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[19] Because Petitioner no longer has an account with Dropbox, she no longer can retrieve the exact date of such transmittal.

[20] For this additional reason, Petitioner is entitled to propound discovery requests upon Nedder regarding the Meeting, the documents, the Trust and its terms.

[21] Obj., at p. 1:22-24.

[22] The Trustees have withheld a copy of the Trust from Petitioner and so she must rely entirely on the Trustees' Objection for what the Trust provides and for any quoted language therein.

[23] Obj., at p. 2:3-4.

[24] *Id.*, at p. 2:4-5.

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12. The Trust's Section 3.2.1 provides that distributions are to be made for the children's "benefit, care, comfort, enjoyment, or for any other purpose."[25] But, the Objection omits language surrounding this quoted phrase, particularly whether the trustees "shall," or merely "may," make such distributions.[26]

13. The Objection provides no quoted language at all from the Trust's "confidentiality clause at Section 5.1 E," which purports, according only to the Objection, to require "that the Trustee not provide notice of the existence of the Trust to any beneficiary."[27]

14. Similarly, the Objection alleges that Section 5.2 A mandates that a trustee "shall provide a summary of financial transactions to satisfy a request by a vested income and principal beneficiary."[28] And although the Objection implies that this requirement is applicable only when requested of a "corporate trustee," no actual language from this section of the Trust can be found in the Objection.[29]

15. Soon after the Petition was filed in this matter, on September 21, 2020, the Trustees began cancelling checks and otherwise withholding ongoing disbursements to the beneficiary children:

a. Trustees put a stop payment on a check, dated September 24, 2020, for $18,208.18, form The Estate of Jon DeLuca to Joanne Briggs [Petitioner]. The payment was to reimburse Petitioner for her payment of the children's expenses, from May to August 2020, to be covered by the Trust.[30]

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[25] *Id.*, at p. 2:6-7.

[26] *Id.*, at p. 2:6-8.

[27] *Id.*, at p. 2:9-10.

[28] *Id.*, at p. 2:14-16.

[29] *Id.*, at p. 2:11-16.

[30] *See* Email chain dated October 2, 2020, involving, among others, Petitioner, her counsel (Alexander G. LeVeque) and Martie McBride of Nedder & associates, LLC, a true and correct copy of which is attached hereto as **Exhibit 4**.

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b. On or about October 16, 2020, Julia's credit card, upon which she relies on for a majority of her personal expenses, was declined abruptly without notice and when she was alone and in immediate need of money.[31]

c. The following morning, on or about October 17, 2020, Petitioner's credit card was also declined, again abruptly and without notice, when she was attempting to purchase school art supplies for Alex.[32]

d. That weekend of October 16-18, 2020, Julia's credit card was declined repeatedly, leaving her with an empty tank in her car when she needed to drive to school the following Monday.[33]

16. This sudden 'cutting off' of funds for the children's expenses, that were regularly and appropriately paid by the Trust in the past, is especially worrisome for Petitioner, as there are several such expenses set on automatic payment from such credit card(s), such as Julia's tennis activities. Moreover, these cards are the principal method the children pay for their expenses when their mother isn't present.

III.

ARGUMENT

A. PURSUANT TO NRS 165.180 AND TRUST LAW AUTHORITY, THIS COURT SHOULD COMPEL THE TRUSTEES TO PROVIDE AN ACCOUNTING AND A COPY OF THE TRUST TO PETITIONER

The Nevada Legislature provides Nevada District Courts with plenary authority to require trustees to account and otherwise provide information to beneficiaries, apart from NRS 165's specific provisions, and instead, as reason and fairness dictate:

> Accountability of trustees **at other times**. **This chapter [NRS 165] does not abridge the power of any court of competent jurisdiction** to require testamentary

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[31] *See* (redacted) Email dated October 17, 2020, from Petitioner to her counsel (Alexander G. LeVeque) and subsequent email chain, a true and correct copy of which is attached hereto as **Exhibit 5**.

[32] *Id.*

[33] *See* images of text messages between Julia and her uncle Douglas from October 17 and 18, 2020 inserted into redacted email in Exhibit 5.

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> or nontestamentary trustees to file an inventory, **to account**, to exhibit the trust property, or **to give beneficiaries information** or the privilege of **inspection of trust records and papers**, **at times other than those prescribed in this chapter**
>
> ...

NRS 165.180. Further, trust law authority provides similarly on the beneficiary's fundamental right of accountability:

> The beneficiary's fundamental right to have the trustee account ... is not dependent on statute or on there being a provision in the terms of the trust obligating the trustee to account. ... [T]he trustee is under a duty to provide detailed accountings from which the beneficiary can learn whether the trustee has performed its trust and what the current status of the trust is. Accordingly, the trustee can be compelled by the court at any time to present an account in court, where it can be subject to scrutiny by the court, as well as to review by the beneficiary and other interested parties.[34]

Indeed, "[a]ny other rule would defeat the basic purpose of the principle that a trustee is always accountable for his administration of the trust property."[35]

"In short, because there can be no fiduciary relationship without accountability, and no trust without a fiduciary relationship, the settlor of a trust cannot relieve the trustee of the fundamental duty to account."[36] And, "[f]or the beneficiary to be able to hold the trustee accountable for its administration of the trust, the beneficiary must know of the trust, the beneficiary's interest in it, its property, and how that property is being managed."[37]

Thus, the Objection's assertion that "the Court cannot direct the trustee to provide a copy of the trust to a beneficiary not entitled to an accounting under NRS 165.1201 to 165.148" is plainly

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[34] GEORGE G. BOGERT, ET AL., THE LAW OF TRUSTS AND TRUSTEES § 966. (June 2020); *see also* RESTATEMENT (THIRD) OF TRUSTS § 83, Comment *d* (2007) ("Occasionally the terms of a trust provide that the trustee shall have no accountability for his or her conduct in the administration of the trust. Assuming that the settlor intended to create a trust relationship, however, **this does not preclude the beneficiaries from holding the trustee liable for a breach of trust or otherwise accountable for the trust property and its administration**. A trust provision of this type may be interpreted as having the same effect as an exculpatory clause, and thus as being subject to the same limitations.") (emphasis added).

[35] *In re Bush's Trust*, 81 N.W.2d 615, 624 (1957) (cited in BOGERT'S § 966).

[36] BOGERT'S, § 965; *see also* RESTATEMENT (SECOND) OF TRUSTS § 173, Comment *c* (200) ("Although the terms of the trust may regulate the amount of information which the trustee must give and the frequency with which it must be given, the beneficiary is always entitled to such information as is reasonably necessary to enable him to enforce his rights under the trust or to prevent or redress a breach of trust.")

[37] BOGERT'S, § 962.

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incorrect under the unequivocal language of NRS 165.180, as well as trust law authority. The Court therefore has bases, separate from NRS 165.1201 to 165.148, for compelling the trustees not only to provide the beneficiary with a copy of the Trust but also an accounting, under the language of NRS 165.180 and established authority on trusts. Because the Trustees have not yet provided Petitioner any accounting or even a copy of the Trust, and because the Court has the authority to do so, it should compel both here. Otherwise, the Trustees' acts or omissions would go unaccountable, belying any so-called trust.

Even aside from these fundamental, beneficiary rights promulgated by NRS 165.180, BOGERT'S and the RESTATEMENTS OF TRUSTS, Nedder has not alleged a basis warranting denial of Petitioner's request for a copy of the Trust and an accounting thereof. First, the Objection fails to include *any* language from the purported "confidentiality clause" in the Trust. Further, the Objection cites to no language in the Trust prohibiting the trustee from affirmatively providing the beneficiaries with an accounting or with a copy of the Trust. Nor is there any quoted language prohibiting provision of the same when requested by the beneficiary. Second, there are not even *allegations* in the Objection of such prohibitions.[38] These omissions are glaring. *See Taylor v. Nationsbank Corp.*, 481 S.E.2d 358, 362 (1997) ("The wishes of the settlor to keep certain terms of the trust secret is understandable; however, absent an explicit provision in the trust instrument to the contrary, the trustee has a duty to reveal the terms of the trust to the beneficiaries.").

The Objection, at p. 2:9-10, asserts only that the Trust requires "that the Trustee not provide *notice of the existence* of the Trust to any beneficiary." (Emphasis added.) The Objection repeats this specific prohibition at p. 5:20-21, but again does not mention any other prohibition. Even if true, this mere notice prohibition is moot as Petitioner already knows of the Trust, and is simply requesting a copy of it (along with an accounting). The cat's out of the bag, and because even the two minor children know they are beneficiaries of such Trust there is no longer any benefit in the

---

[38] Although the Objection refers to circumstances when such a request is made to a corporate trustee, the Objection is silent on other situations where a similar request is made of a non-corporate trustee, or what affirmative duties a non-corporate trustee has on providing accountings and information to beneficiaries.

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trustees maintaining a façade of a secret Trust, or in keeping the kids in the dark on the provisions in *their* Trust. On the contrary, the anxiety of now knowing a trust exists, that was created by one's deceased father precisely for one's benefit, yet not knowing what the trust provides (or whether its assets are being properly safeguarded) outweighs any original benefit of a child's ignorance to being a trust beneficiary. This is especially vexing as both Julia and Alex, both teenage beneficiaries, approach adulthood, planning for college and similar consequential decisions.

Indeed, the right to be informed of the beneficiary's interest in a so-called *silent* or *quiet* trust, though permitted in Nevada, may be restricted only "for a period of time." NRS 163.004. Here, the Objection does not even claim the Trust restricts the beneficiary's right to be informed of his or her interest under NRS 163.004; only that the trustees are purportedly prohibited from providing notice of the existence of the Trust. In any event, the Objection provides no timeframe on when such prohibition, even if valid as written, expires, as it must under NRS 163.004 and public policy.[39]

Finally, no such claims exist as to keeping the children's mother in the dark on the children's beneficiary interests in the Trust. In fact, Jon and Nedder contemplated that Petitioner, "a good mom" according to Jon and Nedder, would play an active role in carrying out Jon's estate plans and administering the Trust as the children's mother. *See* Ex. 1, at 51:59 (Jon asking if Petitioner will be involved in the budget that Nedder's office will prepare, and Nedder responding that "she will be"). Just before his death, Jon even voluntarily shared with Petitioner a recording of the otherwise attorney-client privileged meeting he had with Nedder, along with the Estate Plan Flowchart and List of Assets, precisely because he wanted Petitioner to be informed about the children's Trust and its administration. As Nedder himself put it: "it's just a matter of staying focused on what's important, and it's taking care of the kids."[40] Accordingly, and consistent with Jon's intent,

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[39] *See* NRS 163.004 ("Except as otherwise provided by law, the terms of a trust instrument may expand, restrict, eliminate or otherwise vary the rights and interests of beneficiaries in any manner that is not illegal or against public policy …"). A silent trust that purports to remains silent indefinitely results in forever unaccountable trustees—whose potential mismanagement could go unaddressed over years and thus be magnified irreparably. That is no trust.

[40] Ex. 1, at p. 23:19-13; and at 42:40.

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Petitioner is the ideal *beneficiary surrogate*, often found in silent trusts. *See, e.g.*, Ohio Tr. Code 5801 (where a "Beneficiary Surrogate … a person, other than a trustee" must be designated by the settlor when creating a silent trust, "to receive notices, information, and reports otherwise required to be provided to a current beneficiary").

In sum, and notwithstanding even the Trust's terms, pursuant to NRS 165.180, trust law authority and common sense, the Court should compel the Trustees to immediately provide Petitioner with an accounting and a copy of the Trust. In any event, the Trust terms do not specifically prohibit the Trustees from providing Petitioner with an accounting or a copy of the Trust, particularly now that Petitioner and the children know of the Trust's existence.

B. PURSUANT TO SECTION 5.2 A OF THE TRUST, PETITIONER IS ENTITLED TO AN ACCOUNTING.

As the Objection concedes, NRS 165.1207(1) establishes that the requirements on the trustee to account in the form required under NRS 165.135 are set by the Trust. *See* Obj., at p. 3:12-14; *see also* NRS 165.1207(1) ("To the extent that the trust instrument does not provide otherwise," the trustee shall provide to a beneficiary an accounting that satisfies the form set out under NRS 165.135). The Objection further admits that the Trust's Section 5.2 A permits and mandates that, at minimum, certain trustees "shall provide a summary of financial transactions to satisfy a request by a vested income and principal beneficiary."[41]

First, the Objection nowhere denies that Julia and Alex are vested income and principal beneficiaries. Second, although the Objection *implies* that Section 5.2 A applies only to corporate trustees and not individual trustees, no language from the Trust is provided showing such distinction. Third, although Nedder is of course not a traditional corporate trustee, *i.e.*, a bank or trust company, he is also not a relative of the Trustor's, not the Family Trustee here and instead by his admission an "Independent Trustee," carrying out duties akin to a corporate trustee. For example, both emails attached to the Objection, between the Petitioner and the Independent Trustee

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[41] Obj. at p. 2:14-16.

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are actually between Petitioner and Marisa Salvin, "Head of Client Relations" at Nedder & Associates, LLC. Nedder is merely copied on such emails.[42] Moreover, a beneficiary's right to an accounting cannot be contingent on whether the trustee is a "corporate" trustee as such a contingency would yield absurdity.

Further, in the Objection, Nedder essentially admits that Petitioner is entitled to at least a summary of the Trust and Trust finances under Section 5.2 A, when describing his response to Petitioner's request for an accounting:

> Instead of accepting the offer to provide the summary of the Trust and Trust finances, **which would have satisfied the demand by a beneficiary under Section 5.2A of the Trust**, Petitioner filed the Petition …

Obj., at p. 3:4-6 (emphasis added). Also, it's reasonably contemplated such summary be in written form and not simply offered orally. Finally, Section 5.2A also places on the trustee an **affirmative duty**: that he "***shall make the books of account and records of the Trust available for inspection by vested income and principal beneficiaries of the Trust.***"[43] To date, Nedder has neither made the Trust's books of account and records available for inspection nor, as promised as far back as at least January 2020, provided such written summary.[44]

In sum, independent of NRS 165.180 and established trust law authority, Section 5.2 A of the Trust also entitles Petitioner to an accounting.

C. PETITIONER IS ENTITLED TO AN ACCOUNTING IN THE FORM DESCRIBED IN NRS 165.135 BECAUSE TRUSTEES HAVE FAILED TO SHOW THE CHILDREN'S BENEFICIARY INTERESTS ARE ENTIRELY DISCRETIONARY.

Under Nevada law, a beneficiary's interest in a Trust can be categorized as *mandatory*, *support* or *discretionary*. *See* NRS 163.4185(1)(a-c). An interest may also be classified as a combination thereof, and treated accordingly:

> If a trust contains a combination of a mandatory interest, a support or a discretionary interest, the trust must be separated as:

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42 *See* Obj., Exs. 1 and 2.

43 Obj. at p. 2:11-13 (emphasis added).

44 *See* Obj., Ex. 1.

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(a) A mandatory interest only to the extent of the mandatory language provided in the trust;
(b) A support interest only to the extent of the support language provided in the trust; and
(c) A discretionary interest for any remaining trust property.

NRS 163.4185(2). How such an interest is treated determines whether the beneficiary holding such interest is entitled to an accounting under NRS 165.1201 to 165.148; particularly, the beneficiary is entitled so, to the extent the interest is a mandatory or support interest, but not entitled to the same if the interest is "only" discretionary. *See* NRS 165.1207(1)(b)(5).

Here, the Trust contains *support* language as distributions are to be made for the children's "*benefit, care, comfort, enjoyment*, or for any other purposes."[45] But, tellingly missing in the Objection is whether the trustees either "shall" or merely "may" make such distributions. Indeed, the Trustees **do not cite to any Trust language giving the Trustees such broad discretion to withhold distributions entirely from Julia and Alex forever**. Nor does the Objection allege such an absurdity when, as Trustees admit, Jon "**created the Trust** as an irrevocable trust **for the benefit of his children, Julia Ann DeLuca and Alexander Ian DeLuca**," and "[e]ach child is referred to [in the Trust] as the 'primary beneficiary' of his or her trust share."[46] Indeed, when asked by Jon if the children would receive money every month from the Trust, Nedder admitted that while they don't have to receive it every month, "the expectation is that they'll want to keep doing a bunch of stuff they're doing … private school," etc...

D. THE SUPREME COURT OF NEVADA'S UNPUBLISHED *AMICON* DECISION IS INAPPOSITE.

The Court raised at the recent status hearing the *Matter of Keehle Amicon Property Trust*, No. 70026, 2018 WL 1448493 (Nev. March 21, 2018) (unpublished disposition)[47], and whether and to what extent it might apply here. In *Amicon*, the Supreme Court assessed whether a trustee could be excepted under NRS 165.1207(1)(b)(5) from providing a beneficiary an accounting in NRS

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[45] Obj., at p. 2:7 (emphasis added).

[46] Obj. at p. 1:22-2:5 (emphasis added).

[47] A true and correct copy of the *Amicon* decision is attached hereto as **Exhibit 6**.

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165.135 form. *Id.*, at *1-2. The Court ruled the trustee there did not have to provide such an accounting because "the beneficiary's *only* interest in the trust estate is a discretionary interest." *Id.*, at *1 (emphasis added).

Amicon is unpublished and therefore "does not establish mandatory precedent[.]" NRAP 36(c). Unlike in *Amicon*, the beneficiaries here are entitled to an accounting under the express terms of Section 5.2 A of the Trust, as discussed earlier. *See* NRS 165.1207(1). Moreover, in *Amicon*, neither the Supreme Court nor any of the parties' appellate briefs addressed NRS 165.180—yet a separate basis for the Court compelling an accounting and production of a copy of the Trust. Indeed, NRS 165.180 pre-dates the few exceptions to a trustee's required accounting listed in NRS 165.1207(1)(b), which strongly infers that the Nevada Legislature decided to preserve the Court's safety valve under NRS 165.180 for appropriate cases to compel trustees to account and provide trust information to beneficiaries notwithstanding there being no express statutory right. For the reasons detailed earlier, this is such a case.

E. THIS COURT SHOULD ASSUME *IN REM* JURISDICTION OVER THE TRUST AND CONFIRM DOUGLAS AND NEDDER AS ITS TRUSTEES.

Nedder requests that the Court deny the Petition in its entirety, but without offering any basis whatsoever for denying Nevada as the jurisdiction of the Trust or his or Douglas's role as Trustees of the Trust. On the contrary, Nedder implicitly admits that the Trust is a Nevada trust as he never claims otherwise, and relies exclusively on Nevada trust statutes governing trustee requirements and beneficiary entitlements under the Trust. Nedder also admits that he is the "currently serving Independent trustee under the Trust and Douglas ... is the currently serving Family Trustee of the Trust." As such, the Court should grant the petitions for this Court to assume jurisdiction of the Trust and to confirm Douglas and Nedder as its Trustees.

IV.

CONCLUSION

WHEREFORE, Petitioner requests that after hearing the matters of this Petition, this Court find that notice of the time and place of such hearing has been given in the manner required by law, and that this Court make and enter its Orders and Decrees, pursuant to NRS 153.031(l), 153.041,

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163.4185(2), 164.005, 164.010, 164.015, 164.038(5), 165.1207(1)(a), 165.135, 165.147, 165.180 and Section 5.02 A and any other applicable provision of the Trust, as follows:

1. Assume jurisdiction over the Trust;

2. Confirm Douglas Scott DeLuca and Michael T. Nedder as Trustees of the Trust;

3. Compel the Trustees to provide an Accounting of the Trust to Petitioner in accordance with Chapter 165 of the Nevada Revised Statutes and the terms of the Trust;

4. Compel the Trustees to provide a Copy of the Trust to Petitioner; and

5. For such other and further relief as the Court deems proper.

DATED this 2nd day of December, 2020.

SOLOMON DWIGGINS & FREER, LTD.

By: _____

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Attorneys for Joanne S. Briggs as Parent and Guardian of Julia Ann DeLuca and Alexander Ian DeLuca as Beneficiaries of 23 Partners Trust I

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VERIFICATION

I, JOANNE S. BRIGGS, hereby declare under penalty of perjury in the State of Nevada:

I am the Petitioner named in the above and foregoing REPLY IN SUPPORT OF PETITION TO (1) ASSUME JURISDICTION OVER TRUST, (2) CONFIRM DOUGLAS SCOTT DELUCA AS TRUSTEE, (3) OBTAIN AN ACCOUNTING, AND (4) OBTAIN A COPY OF TRUST on file with this Court; I have read the same and know the contents thereof; and the same are true to the best of my own personal knowledge, except for those statements made upon information and belief; and, as to those statements, I believe them to be true.

Dated this 2nd day of December, 2020.

JOANNE S. BRIGGS

CERTIFICATE OF SERVICE

PURSUANT to NRCP 5(b), I HEREBY CERTIFY that on December 2, 2020, I served a true and correct copy of the **REPLY IN SUPPORT OF PETITION TO (1) ASSUME JURISDICTION OVER TRUST, (2) CONFIRM DOUGLAS SCOTT DELUCA AS TRUSTEE, (3) OBTAIN AN ACCOUNTING, AND (4) OBTAIN A COPY OF TRUST** to the following in the manner set forth below:

Via:

[ ] Hand Delivery

[XX] U.S. Mail, Postage Prepaid

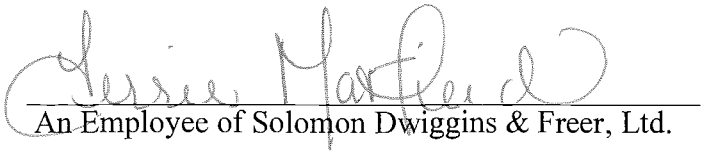
Douglas Scott DeLuca
2002 Mohican Court
Cheswick, PA 15024

[ ] Certified Mail, Receipt No.: _____

[ ] Return Receipt Request

[XX] E-Service through the Odyssey eFileNV/Nevada E-File and Serve System, as follows:

Russel J. Geist
Hutchison & Steffen, PLLC
10080 West Alta Drive, Suite 200
Las Vegas, Nevada 89145
rgeist@hutchlegal.com
Attorneys for Michael T. Nedder, Independent Trustee



An Employee of Solomon Dwiggins & Freer, Ltd.

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EXHIBIT 1

Transcript of May 24, 2018 Conversation between Jon Adam DeLuca ("DELUCA") and Michael Nedder, Esq. ("NEDDER")

NEDDER: Let's start with the basic mechanics of it.

DELUCA: Today's date is what?

NEDDER: Today is, one second, let me look at my phone. Today is Thursday, May 24th.

DELUCA: Thursday May 24th.

NEDDER: At 11:09.

DELUCA: At 11:09. Michael Nedder, Jon DeLuca discussing the DeLuca estate plan.

NEDDER: Correct.

DELUCA: Attorney-client privilege if that means anything.

NEDDER: Absolutely.

DELUCA: Ok.

NEDDER: So, if you look to, and we're going to go over a chart that is labeled the DeLuca Estate Plan. Um, it's an 8 ½ by 11 sheet with, which are blue square circles of various shapes indicating different vehicles…

DELUCA: Ok.

NEDDER: … but really it's pretty basic. So, what we do is we start on the left-hand side here, everything is flowing that way.

DELUCA: Ok.

NEDDER: So, everything is flowing left to right. Um and we've got a list of your brokerage accounts and assets up here.

DELUCA: Ok.

NEDDER: We've got your insurance trust here.

DELUCA: Ok.

NEDDER: And we've got your last will and testament here.

DELUCA: Ok.

NEDDER: So, these are all sources of funds, or this is where funds would flow from. Everything, if you notice, points into the 23 Partners Trust. So that is the trust you set up in Nevada.

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DELUCA: So, everything goes into that Trust?

NEDDER: Everything goes into that.

DELUCA: Ok.

NEDDER: So, the beneficiary designations on the life insurance policies don't go in to the life insurance trust anymore, they actually into the 23.

DELUCA: Ok.

NEDDER: So, everything gets encapsulated in that Trust. Um, your will does the same thing. It pours over everything into the 23 Trust, except for your tangible personal property.

DELUCA: Which is the house and?

NEDDER: No, tangible personal property is jewelry, furniture, paintings, um, things of that nature that are moveable objects.

DELUCA: Ok.

NEDDER: And those go in equal shares to your, to the kids.

DELUCA: Ok. I just bought the kids jewelry.

NEDDER: Mhm.

DELUCA: Is that a part of that?

NEDDER: That is not part of that. That's their personal asset…

DELUCA: Personal asset.

NEDDER: … that's the gift that you've given to them.

DELUCA: Ok.

NEDDER: Um, what you may want to do is, if you've got things that you want, let's say that you've got a watch you want Alex to have.

DELUCA: Exactly the case.

NEDDER: Ok, so what we need to do, and maybe we can enlist the help of your dad, or I can sit here with you and we can do it, but you need to make a list of what you want each of them to get.

DELUCA: Ok. Do they pay estate taxes on that?

NEDDER: There will be an estate tax. Nothing is specified in your will. Um, so if you give things away prior to your death, then there won't be an estate tax on that.

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DELUCA: Ok, so like Julia I bought diamond earrings, diamond pendants.

NEDDER: But your bought that for her?

DELUCA: Yes.

NEDDER: So, you have no ownership of that. That is her asset.

DELUCA: Correct. Alex, I gave three watches and I bought two new watches. And I gave them two -

NEDDER: But you gave those to Alex?

DELUCA: Yeah.

NEDDER: So that is his property. So, none of that is includable in your estate.

DELUCA: Ok, so.

NEDDER: Once you make those transfers, that's his property, he can do with it as he pleases.

DELUCA: Ok.

NEDDER: Things that would generally be includable, like contents of the house, you know…

DELUCA: Ok.

NEDDER: … so things that the kids probably don't want or have any attachment to…

DELUCA: Ok.

NEDDER: … then those will just get sold and added to the rest of the Estate.

DELUCA: Ok.

NEDDER: Unless there is something, like the art behind you, that one of the kids wants to keep or save or whatever. And when you're not here, you know, Jo and your dad and your brother will assist with that.

DELUCA: Ok, but I should give stuff away beforehand?

NEDDER: Yeah, I mean anything you specifically want to make sure that Alex or Julia gets…

DELUCA: Yeah.

NEDDER: … give it to them.

DELUCA: Ok.

NEDDER: Right? Just so there is no question about it later.

DELUCA: Ok.

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NEDDER: Alright?

DELUCA: Ok.

NEDDER: So that's tangible personal property. Um, like I said, all the other assets are titled in the name, well not titled, but are designed to go into the 23 Partners Trust. The life insurance, the beneficiaries of the 23 Partners Trust, and then the rest of the assets will go under the Will but they will just pour-over into the 23 Partners Trust.

DELUCA: Ok. This is where, this is why I wanted to meet with you. I got to understand this. Everything goes into the 23 Partners Trust…

NEDDER: Correct.

DELUCA: … essentially.

NEDDER: Correct.

DELUCA: And out of that Trust, everything goes to?

NEDDER: So, if you continue to the right, fifty percent goes to the benefit of Julia and her family, and fifty percent goes to the benefit of Alex and his family.

DELUCA: Ok. Except we've got certain things like my dad and Doug.

NEDDER: So, we drafted… um, so when we were working on this, we were assuming that the insurance was still in the Insurance Trust.

DELUCA: Ok.

NEDDER: It's been transferred into the 23 Partners. I don't think it makes sense at this point to try to transfer it back out.

DELUCA: Ok.

NEDDER: So, we did a lot of that through the Insurance Trust, which is no longer effective planning. So, things like your brother and your dad, the workaround would be to pay them through the trust for some service.

DELUCA: Yeah.

NEDDER: So, um, your dad for your example could be an investment advisor to the Trust…

DELUCA: Ok.

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NEDDER: … or a family advisor to the Trust, and for that, he could receive a salary. And then Doug is going to be the Trustee of the Trust…

DELUCA: Yeah.

NEDDER: … and for that, he can receive a salary. So, I thought, because the Trust is irrevocable and we can't put them into the terms of it…

DELUCA: Yeah.

NEDDER: … that's another workaround that we could come up with to get your wishes in there, which would be to basically just employ them through the Trust.

DELUCA: Ok. Are there tax implications for that?

NEDDER: There are. I mean, any income that they take either as a Trustee or an Advisor to the Trust is going to be taxable income to them.

DELUCA: Ok.

NEDDER: It's also going to be an offsetting deduction to the Trust. So, it's a bit of a wash.

DELUCA: Ok. Is there a more efficient way to do that or no? I just have to eat that.

NEDDER: Not under… where we are now, no there is not.

DELUCA: Ok. Ok.

NEDDER: I mean, we could try to retitle one of the policies back into the Insurance Trust, but I think you're throwing up a red flag for the IRS, I think you're going to end up with issues doing that.

DELUCA: Ok.

NEDDER: So, you are going to have… so, it continues on for their benefit, each of the kids are treated exactly the same. They have a power of appointment under their Will, so basically if Julia said I want this to go to these various people, she can make that appointment.

DELUCA: Ok.

NEDDER: And if she doesn't, it's held in further trust for her kids, until they reach the age of twenty-three.

DELUCA: So, what was the benefit of the Nevada Life Insurance Trust? Was there a benefit?

NEDDER: The Nevada trust… the way it's drafted, it can go on in perpetuity…

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DELUCA: Ok.

NEDDER: … meaning that it doesn't have to terminate. But the terms have it terminate at your grandkids twenty-third birthday.

DELUCA: Ok.

NEDDER: But Julia and Alex, if they want, and that's planning they will do as they get further in their life, can say, 'you know what, we don't want that to go that way. We want to skip another generation,' and they can push it out.

DELUCA: Ok. Ok.

NEDDER: So, it's got some optionality in it.

DELUCA: So, there was some benefit to it. And the dollar amount…

NEDDER: So that's on this sheet here.

DELUCA: Ok.

NEDDER: Asset values. We've got a few different classes of assets that you're aware of. Um, and we were able to get pretty good values. We're still missing a couple pieces of information, but I think you can make good sense. So, we've got a total net worth, including the insurance policies - actually, that's got the full value of the house, and there a mortgage on the house, so it's a little skewed - but it's about twenty-four million bucks.

DELUCA: Ok.

NEDDER: Of that, eight million is already outside of your estate because of the Life Insurance Trust.

DELUCA: Ok.

NEDDER: Right? Um, and another million you've already funded into the 23 Partners Trust. So, nine million of that is already outside of your Estate.

DELUCA: So, I don't pay taxes on that?

NEDDER: You don't pay taxes on that.

DELUCA: Ok.

NEDDER: The federal exemption is eleven million and change. I think its eleven point two right now, so there will be an estate tax.

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DELUCA: Ok.

NEDDER: Um, you're looking at an estate tax of approximately, a million to a million and a half.

DELUCA: Ok. So, getting to the point for my kids. Put aside what my dad and Doug get, what do the kids split? Because the kids split even.

NEDDER: The kids will split approximately…

DELUCA: Ballpark Michael. I don't want…

NEDDER: … about nineteen million bucks. So, they will each have about ten million bucks available to them. Roughly.

DELUCA: No taxes…

NEDDER: Call it nine …

DELUCA: … net net, no taxes…

NEDDER: … net net, after everything is said and done.

DELUCA: Ok.

NEDDER: It's a good head start.

DELUCA: It is a good head start.

NEDDER: Right?

DELUCA: Yeah.

NEDDER: You image what you would have done if you had that starting out?

DELUCA: It's so funny, my entire life I've been trying to do this, and it worked.

NEDDER: It worked.

DELUCA: Sorry.

NEDDER: No, no, it's emotional, right?

DELUCA: Yeah, it's a big part of what I wanted to do.

NEDDER: And you did it.

DELUCA: Sorry. Ok.

NEDDER: So, what we've talked about, and what I want to caution you with, is with having that available to them, and them knowing it…

DELUCA: Yeah.

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NEDDER: … there's an incentive, you want to incentivize them, what's the old adage: you want them to have enough not to have to worry, but not so much that they do nothing.

DELUCA: Ok.

NEDDER: Right?

DELUCA: I agree with that.

NEDDER: So, what I fear is that you pass away, these kids find out they each have ten million bucks set aside and they say, 'you know what, I'm done. That's enough for me. I can live the rest of my life on that.' And that's not what I think you want this money to do.

DELUCA: Not at all.

NEDDER: I think you've done a great job. You were able to accomplish a lot, and so we want them to do the same thing.

DELUCA: How do I prevent them from knowing?

NEDDER: So that's going to be Doug and Al's job…

DELUCA: Ok

NEDDER: … to try to keep them grounded. And Ken, which I have some documentation for Ken that I will need you to sign as well.

DELUCA: Ok.

NEDDER: We're going to bring in Ken as a Trustee.

DELUCA: How, so gossiping, [Nayer] said no? Did he give a reason for saying no?

NEDDER: Um, [Malones].

DELUCA: Oh, sorry, my [indistinguishable]

NEDDER: Um I didn't get a reason.

DELUCA: Didn't get a reason.

NEDDER: He just didn't feel comfortable taking on the role.

DELUCA: Ok.

NEDDER: And that's understandable. It's a lot. It's a big commitment.

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DELUCA: Ok. Um, Springer had no problem. He actually checked with his compliance department. He can't buy, he's in the pharmaceutical department, so he can't buy individual stocks, but he said he would run everything through the pharmaceutical compliance department.

NEDDER: So, he will just be, I mean, I think Doug will do a great job. I think you need someone in there to temper Doug with the expectations of [Fairfolk] County.

DELUCA: Yep.

NEDDER: And I think that's Ken's role. We'll make sure that he does that appropriately.

DELUCA: Did you put you in here?

NEDDER: I was in there. I am removing myself to put Ken in.

DELUCA: Don't you think you should be in there?

NEDDER: I don't think that you need all of those cooks.

DELUCA: Ok.

NEDDER: Um, I mean, I'll continue to be an advisor to Doug and Ken and work with them.

DELUCA: Is it more appropriate for you to be in there, or not?

NEDDER: It's really your decision. It's one hundred percent your decision.

DELUCA: Here's my thinking, and I'll be totally honest with you. The, um, having Doug in there, just as their Uncle makes perfect sense. Having Springer in there, um, he's a partner at Guggenheim…

NEDDER: Sure.

DELUCA: … so he has a financial background. And to me, this looks complicated. And my thinking was, one, I trust you…

NEDDER: Ok.

DELUCA: … is it better to have you involved as a Trustee, or is it better for you not to be involved as a Trustee and you seem more impartial.

NEDDER: There are going to be some positions that are going to be, and maybe this should be on the record and maybe it shouldn't, but we'll keep it on the record and decide what we do with it later.

DELUCA: Well tell me whatever you think.

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NEDDER: Um, there are going to be some decisions that are going to need to be made that Ken and Doug may not be comfortable with.

DELUCA: Yeah.

NEDDER: And I would be fine with being the fall guy in those decisions because I know what you want to accomplish.

DELUCA: Yeah.

NEDDER: Um, so in that scenario, I think it would make sense to keep me involved. But you know, I charge for those services. So, you know, I don't want to overstep and say, 'hey yeah keep me involved because you know, I can bill hours.' That's really not what tis about. But there are going to be decisions like paying your dad a fee that's technically not an appropriate decision for a trustee to be making, but I know you want that to happen. So, I can take that burden off of Ken and Doug and say, 'okay, I made this decision. you guys disagree with it or were impartial, but it's my liability and my responsibility.' So, if someone is going to come after me, I've got professional liability insurance, I've got a whole practice behind me to support that.

DELUCA: Yeah. That's what I think.

NEDDER: Ok.

DELUCA: I think there will be complicated legal decisions. I didn't know, quite honestly, if there were, if that went the other way. If there - it seems like a lawyer is inserting themselves just to make a fee.

NEDDER: And that's my concern. I don't want the outside view to be that this guy came in and put himself as a trustee. But on the flip side, there are going to be some issues that Doug and Ken are not going to be one hundred percent comfortable making. The other option is to appoint Ken, I'll step down for now, and if they want, they can bring me back in. It can be their decision or your decision.

DELUCA: I also like the idea of three people.

NEDDER: The holy trinity?

DELUCA: Yeah, the holy trinity. I would put you in my Trust. just because Ken doesn't have, Ken has no knowledge of this.

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NEDDER: Ok.

DELUCA: And my brother, has some knowledge of this, through you and me. But…

NEDDER: It's going to be a learning curve for him.

DELUCA: Yeah.

NEDDER: It's already been a learning curve for him. And I think he sort of gets it. You know, some of, um - it's difficult.

DELUCA: Yeah.

NEDDER: And he's got a very - its easy for me to step back form it because you know, we're friends and all that, but I can put on my professional hat and say, okay, here's what we have got to do for the kids. Here's what we have to do for,' you know?

DELUCA: Yeah.

NEDDER: Sort of manage the process a little better. So, I'm completely comfortable with that if you are. It changes the documentation a little bit, but that's fine. Um, I just have to get an appointment for Ken that doesn't have my removal in it. Which is fine. I can do that.

DELUCA: Ok. I would put you in.

NEDDER: Ok.

DELUCA: Because you know, at some point, the three of you are going to be having a conversation and turn and say, 'what's the legal?'

NEDDER: Right. And there's going to be that grey area of what's legally acceptable and what's not. And for them, they may back away from that decision, but I'm more than comfortable sort of moving forward. Meaning, making payments to you dad and things like that, that are going to be grey decisions.

DELUCA: Yeah. Right. Well, payments to Chris to pay the bills, right? That kind of stuff.

NEDDER: Right.

DELUCA: You know, what's arm's length from that? Someone just needs to use their judgment. Okay.

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NEDDER: So that the basic outline. It seems complicated, there's a bunch of squares and a bunch of assets. But really, if you think about it, everything ends up here and gets split two ways. And that's really what you need to think about.

DELUCA: And that's how the whole thing works. And then it says down at the bottom - I can't read right.

NEDDER: Is that the tangible property? The circle?

DELUCA: Yeah.

NEDDER: So, that's the tangible property. We talked about the watches, the jewelry. You know, any big pieces you want to make sure the kids get, give it to them now.

DELUCA: Ok.

NEDDER: Do you have any art, or collections, or baseball cards from growing up, things like that that you want to make sure - things that may not have massive monetary value, but have real sentimental value?

DELUCA: Yeah not really. Like, there's a [Harings], which is a china collection that my mother had. That's probably worth a few thousand bucks.

NEDDER: You want to see the kids just split that equally?

DELUCA: Yeah. Just put it in a self-storage and, you know, get it out of here so they don't have to think about it.

NEDDER: Mhm.

DELUCA: Um, but no art or anything like that. Okay, so, after Julia's stuff, after Alex's stuff, okay. What happens – what happens in terms of their, in terms of their death, when do they get the money?

NEDDER: They will - the way this is set up, they will never get the money outright.

DELUCA: Ok.

NEDDER: Julia and Alex will never see the money outright.

DELUCA: ok.

NEDDER: It will always be controlled through the trustees. Now, what we've done with some clients is, and this is going to be a decision to be made when they're older, but what we've done

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this some clients is make excess distributions so that they have some money to manage on their own and they get some sense of freedom and they are aren't completely tied to this Trust.

DELUCA: Yeah.

NEDDER: So, lets fast forward to, you know Julia's 32 and she's raising a family, and we start saying, you know, 'let's take an extra ten thousand a month and we'll put that into a brokerage account for you…'

DELUCA: Ok.

NEDDER: '… So, rather than just covering your living expenses, we're actually paying a little more so that you will build some accumulated wealth that you can manage and have discretionary use of.'

DELUCA: Ok.

NEDDER: And that's a function of… it's a balancing act. Is she responsible enough to do that? So, if we're giving her twenty thousand a month and she's blowing it on whatever, shoes and handbags, and she's not being financially responsible, then we're obviously not going to add more fuel to that fire. But if she's a financially responsible person, and we're saying, 'look, we think you need to have autonomy from this trust, we're going to overdistribute so you get some of that.'

DELUCA: Ok.

NEDDER: And that's just the trustees having that conversation.

DELUCA: That's my brother, you and…

NEDDER: Yeah us sitting at a table saying, 'hey, what do we think? Where is Julia at? Where's her head at?' And talk to the family and taking to Jo and really involving everyone in the process.

DELUCA: Ok. Other distributions to them, like paying for Brunkswick, or paying for Julia's tennis, is all discretionary?

NEDDER: It's all discretionary. But I mean, none of that - Chris in my office is working on a budget looking backwards.

DELUCA: OK.

NEDDER: So, what you've traditionally covered in payments, and we're going to project that forward.

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DELUCA: Ok.

NEDDER: I think Doug is concerned about cash flow and having enough funds to support all of this. Does Doug know any of these values?

DELUCA: No. At some point I said, 'probably fifteen to twenty.' But no, he and I don't talk about money.

NEDDER: Ok. So, at some point, he's going to get a sense for what we're dealing with and those projections will be important, but I don't think he will be so concerned about whether we pay an extra one thousand bucks for tennis lessons or fife thousand for Alex's school account. Right? I think he's highly focused on some of that stuff right now.

DELUCA: Right.

NEDDER: But once he gets a little more macro-picture, he will be less focused on that.

DELUCA: Ok.

NEDDER: And just to understand this, its an inefficient process, right? I mean, the most efficient way is to streamline this down and spend as little money as possible, right? but that's not how you want your kids raised and that's not how you've raised your kids.

DELUCA: Right.

NEDDER: So, there are inefficiencies that are built in from, you know, who you are and how you spend money.

DELUCA: Ok.

NEDDER: So, what the historical budget will do is give us some of that: so, what are Jon's tolerances for spending on x, y and z.

DELUCA: Ok.

NEDDER: The joke your dad has is Alex ordering the [RobEx]. And you're okay with that. That type of behavior should not be cut out of the budget because it's the most efficient way to run a budget.

DELUCA: Ok.

NEDDER: Does that make sense?

DELUCA: Yes. Um, with respect to my - I have that disability insurance.

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NEDDER: We just talked to Doug about that. And we're going to process a claim on it to see if we can get something. It won't hurt to try it.

DELUCA: Ok.

NEDDER: I'm not sure whether we'll get anything, but we'll give it a shot.

DELUCA: Ok. Let me add one account here that I know I have. I made a private equity investment in Pamlico Capital. I can't see if it's on here Michael.

NEDDER: It's not.

DELUCA: I think I put in -

NEDDER: P-A-M-L-E-C-O.

DELUCA: P-A-M-L-I-C-O. And that's, Pamlico Capital is in Charlotte, North Carolina. The other private equity firm that owned [Elcon].

NEDDER: Ok. And how much did you put in there?

DELUCA: Fifty or one hundred thousand.

NEDDER: Ok. Is that liquid at all or is that just - did you put it in one of their funds or?

DELUCA: One of their funds. Yeah, liquid.

NEDDER: Ok. So, liquid and eventually you will get paid out on it?

DELUCA: Yes. It requires capital calls.

NEDDER: Ok.

DELUCA: So, I have to put more money in before I get more money out. And I like them, they do a good job.

NEDDER: We'll make sure that those get funding.

DELUCA: Yeah keep funding them. That would be an investment that I would keep making because…

NEDDER: You had a couple of other smaller investments also [indistinguishable] shares from… did you have some exit shares from the company that you sold?

DELUCA: Yeah, like I have escrow account shares. They'll come out - that's all Wilcon, my old company, and those shares will come out. Just little stuff. Like, how does that little stuff?

NEDDER: As it comes in, it just gets swept up and added to the pot.

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DELUCA: Ok. But a lot of that is not part of any of these brokerage accounts.

NEDDER: No, I just have the brokerage accounts. So, are there any other small or side investments that you did?

DELUCA: I don't think so.

NEDDER: Or any personal loans you made, money that you gave five or ten grand to just to chomp off.

DELUCA: I don't think so. No.

NEDDER: Ok. if you think of anything like that, just shoot me an email.

DELUCA: Ok. I had a guy in California that has a company and in the past year, it has to do with telecom infrastructure, and he sent me a text saying, 'send me your lawyers name, I want to make a contribution to your kid's trust in your kid's name for everything… for your help.' Who the hell knows whether he's really going to do it.

NEDDER: I talked to, what's his name, Rubin Torres?

DELUCA: Yeah.

NEDDER: He knows the guy as well and what we thought might be appropriate is setting up like an education trust.

DELUCA: Ok.

NEDDER: And that can also benefit Doug's kids. So, if you have that trust, it would be another way to fund Doug's kid's education.

DELUCA: Ok.

NEDDER: So, we call it the DeLuca Family Education Trust.

DELUCA: Ok.

NEDDER: And people who contributed… we can use it for Julia and Alex's, or their kid's education. But we can also try to help out Doug's kids as well, because I know that was important to you.

DELUCA: Ok good. Great.

NEDDER: So, I thought that was a way to work that into your plan. Does that make sense?

DELUCA: That's perfect. The guy is nice enough to…

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NEDDER: I think he wanted to do something like a couple hundred thousand bucks. It was not a small…

DELUCA: I hadn't talked to him. Is his name, um -

NEDDER: Rubin didn't give me a name.

DELUCA: Ok. I think he's a nice guy, willing to help my kids.

NEDDER: Which is nice.

DELUCA: Yeah, very nice.

NEDDER: A lot of support. It's amazing how much. You know, we all live and work in this community, and we're all banging heads trying to make a buck, trying to get through it all. And when something like this happens, it's amazing how much support is out there. People really want to do the right thing.

DELUCA: It was really, really nice of him.

NEDDER: the other question that came up, what do you think is reasonable and fair compensation for Doug?

DELUCA: Well, I have to figure out Doug, my dad, and you have to tell me what you want for doing, besides… and I not going to negotiate. Just tell me what you.

NEDDER: I generally just bill on the time I spent. So, it's just billable hours.

DELUCA: And that's for the…

NEDDER: Trustee, for any of [this] time.

DELUCA: [indistinguishable] I won't even ask. What we said, my dad, fifty grand? And that's annually. That seems about right to me.

NEDDER: That's fine.

DELUCA: And then for Doug, what do you think is the right for Doug?

NEDDER: I mean, if you hired a professional trustee, they would charge you half a percent to a percent annually. Which is what, one hundred to two hundred thousand?

DELUCA: Yeah.

NEDDER: That's probably a little rich for a family member, but it's really up to you.

DELUCA: Is that income to them?

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NEDDER: It is.

DELUCA: Ok. Michael, you've got to tell me. I don't want to be a [snook] to my brother, but passing him income doesn't seem like an efficient way to pass him money.

NEDDER: It's really the only model we're stuck with.

DELUCA: Ok.

NEDDER: It's the only way we're going to get money to Doug without running massively afoul of the rules of the Trust.

DELUCA: Ok.

NEDDER: So, yes, it generates income, but its money he's getting so you really just need to offset that. Maybe if you wanted him to get one hundred thousand net, then maybe you have to pay him you know one fifty or one seventy-five gross.

DELUCA: Yeah. The thing is, I don't want to have to pay the other two guys because the other two guys are very wealthy guys.

NEDDER: You mean, you don't want to pay Ken and me?

DELUCA: Oh, I'm sorry, not you. Yes, you get paid. I was back to [Malones], which [Malones] is a very wealthy guy. Ken is too. Not that you're not, just a different relationship.

NEDDER: Different relationship, yep. Jon, it really, it's your decision. You don't have to pay Ken. You can pay one for serving in their position and not pay another. You don't have to treat everyone equally in that role, in that scenario. And I think Ken's role is going to be much more limited, compared to Doug's role, who is going to be much more proactive.

DELUCA: That's what I thought too. Doug will have to -

NEDDER: Doug is already doing a lot of the leg work and the lifting.

DELUCA: Yes. How about a hundred grand for Doug? Is that reasonable? Am I being totally cheap?

NEDDER: Nope, and we can revisit it.

DELUCA: Ok. And the other two, can you alter Doug's?

NEDDER: Yes. Do you want to start that, when do you want to start that?

DELUCA: Well that's the other question I have for you. do I want to wait until I'm dead?

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NEDDER: It's up to you. I hate to make all the decisions, your decisions, but -

DELUCA: I'll wait till I'm dead. Because no one is desperate, and I had a nurse in here, she pissed me off. She said, do you want to wait,' she said this last week, she said, 'do you want to die in the hospital or die at home?' And I said, 'I don't want to die.'

NEDDER: You want to keep going.

DELUCA: Yeah.

NEDDER: That's a horrible thought Jon.

DELUCA: Yeah, I said, 'I don't want to die.

NEDDER: Yeah where is option three?

DELUCA: That's terrible.

NEDDER: How is it going? What are the doctors saying?

DELUCA: Not good. I'm going to die. I went into the hospital several weeks ago for pulmonary embolisms.

NEDDER: You had them in your legs, right?

DELUCA: I had them in my legs, they went up to my lungs. And then I had - I can't remember what the name is - anyway, I'm on a blood thinner. Not looking good.

NEDDER: I'm sorry.

DELUCA: Thanks. It is what it is. Then she came by the next week and said, 'do you want to die at home or in the hospital?' I'm like - it was the weirdest thing. She came in in the morning and put her hand on my knee, like the angle of death, and is like 'do you want to die in the house?' I said, 'I don't want to die. What are you talking about?' And then she walked out, and my parents got really pissed.

NEDDER: At her?

DELUCA: At her. They thought that was an inappropriate.

NEDDER: Yeah, your dad is a good watchdog.

DELUCA: Yeah so, he fired her. My dad has fired four nurses already.

NEDDER: Has he really?

DELUCA: Yeah.

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NEDDER: Tough guy. So, Jon, does that make sense? Do you sort of understand where everything is now? I mean, I know this has been driving you bonkers.

DELUCA: Yes, I do. Thank you very much.

NEDDER: I mean, if you want to simplify this whole chart, its this and these two is really all you have to worry about. Everything goes into this bucket, and everything goes into equal shares for the kids. And that's really the basics of it.

DELUCA: And the only time - this is the general amount, and the taxes on this are?

NEDDER: Are about a million to a million and a half, depending on the state administration expenses. Excuse me, and when you pass away, the exemption is going up.

DELUCA: Oh, so Trump could be good for me? Ok.

NEDDER: Hang in there till the end of the year and you get another bump up in the basis.

DELUCA: That's an incentive.

NEDDER: Right?

DELUCA: Definitely another incentive.

NEDDER: Want another million bucks?

DELUCA: Yes.

NEDDER: We'll get the life support going.

DELUCA: Yeah, life support. I have a DNR, but -

NEDDER: What was, it was 2011 when all the billionaires died because that's when they had repealed the estate tax.

DELUCA: They took the chance to kick it. I had another question for you.

NEDDER: Before you go there, do you want to keep this or me to take it back?

DELUCA: Take that back. I don't want anybody…

NEDDER: I think the structure is good though. I wonder if I should show this to your dad in case you have questions -

DELUCA: No. I love my dad, but he's telling me how much Doug should get. I don't want anyone know how much anybody else is getting.

NEDDER: To put it into perspective, that's really what you're looking at.

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DELUCA: Ok.

NEDDER: Right between the lines.

DELUCA: How much is this final [indistinguishable]? When I set up the Nevada thing, the idea was that it would go on forever.

NEDDER: Mhm.

DELUCA: Is that the case?

NEDDER: Yeah. It's got some weird chips in it that allow those provisions for your grandchildren at 23. But I think with good planning and with talking to the kids, we do some appointments and we get it pushed down a few more generations. I mean, it's really going to be a function of what it looks like, right? So, if there is irresponsible spending and the kids become eighteen and they fire all the trustees, you know, pillage the trust and there's nothing left, then there's no reason to try to extend it out. But if it goes as it should, and I don't see any reason why it wouldn't, then we talk to the kids and say, 'you've got enough money. Let's push it out a couple more generations rather than you taking this and directly start giving it to your kids.' And that's the optionality that's built in there.

DELUCA: Ok.

NEDDER: And that happens over here -

DELUCA: That happens over here. So, where we had set up the dollar amount at twenty-four million. We'll draw some of that down to pay for education.

NEDDER: Well, not necessarily because outside of this, you've got the three hundred thousand [going] to the kids in 529 plans.

DELUCA: Ok.

NEDDER: So, you funded education. There will be needs for other supplemental stuff like books, housing, that sort of stuff. But you should be in pretty good shape for the education.

DELUCA: Ok.

NEDDER: You know, things you would envision them, you know, sort of large chunks drawn down will be if they need help with the marriage, like planning a wedding. I mean, you'll take

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some money out of the Trust to help cover that. Or buying their first house, you know, helping with the down payment and stuff like that.

DELUCA: Ok.

NEDDER: So that's really where you see some of the depletion.

DELUCA: Ok. There were certain things in there that I specifically said the money is not for.

NEDDER: Ok.

DELUCA: Does that ring a bell? Like…

NEDDER: I was more focused on the dispositive provisions, but I can take a look and see if there are any -

DELUCA: I think the only one I remember is investing in a business, or stuff like that. You know?

NEDDER: Ok. And we talked about that. We don't want to just fund a series of failed businesses.

DELUCA: Right.

NEDDER: Go get a job and a car and this will be a safety net for you.

DELUCA: Right. Exactly. Oh, in the divorce papers, you mentioned to me Alan - what's my divorce lawyers name – Alan, he sent -

NEDDER: Oh yeah. He sent over the divorce package and there was an insurances policy we were supposed to carry for Jo. Which I haven't seen, but there is a policy out there for Jo. But I think its less than what you were supposed to carry. So, you may, out of the Estate, you may have top that up.

DELUCA: Ok.

NEDDER: You were supposed to carry an eight hundred-thousand-dollar policy, and you had like a half a million-dollar policy. So, we may have to top it off with three hundred thousand dollars from the Estate.

DELUCA: Ok. But it wasn't like extraordinary?

NEDDER: No. No.

DELUCA: Ok.

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NEDDER: I mean, look. Its varying degrees of zeros, right? There's a lot of money, we're talking about throwing around a lot of money, but at the end of the day, we're still going to have a nine to ten-million-dollar pot for each of the kids.

DELUCA: Yeah.

NEDDER: um, and I think that's enough to manage and invest it properly, and you know, not… The cap requirements keep you relatively low when they are younger and grow as they get older. So, it should give us some runway to actually grow that and multiple that before actually drawing down on it. Does that make sense?

DELUCA: Yes. Do you have a copy of that policy?

NEDDER: No. I have to follow up with Jo. They would only send it to her house, so I have to follow up with her about that.

DELUCA: Ok. Anticipate lots of questions about that.

NEDDER: It's fine. You know, she's a um, I'm about to say this on the record or off, whatever, she's a tough lady.

DELUCA: Yeah.

NEDDER: But um, I also think she's a good mom.

DELUCA: Yes.

NEDDER: And, you know, we're going to have, as I've told her and I've told Doug, we're going to have some dust ups in this, and it's just a matter of staying focused on what's important, and it's taking care of the kids.

DELUCA: Ok. Can I have that dollar amount? I'm not going to show anyone, but I know - thank you. If I don't have it, I'm just going to keep wondering myself.

NEDDER: [indistinguishable] starting to look good though.

DELUCA: It is.

NEDDER: That's actually a [high point].

DELUCA: It is. Thank you for saying that. Because, very much so.

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NEDDER: Well, I remember you and I talking a bunch of times and you'd be like, 'okay, I want to do this.' And I'm like, 'Jon, you don't have enough yet. You don't have enough yet.' Now you have enough. You got there.

DELUCA: That was the goal. What, um, the two point three million in the house, is that equity in the house or is that…

NEDDER: That's gross, not net. So, you've got, what's the mortgage on it?

DELUCA: About nine hundred thousand.

NEDDER: Yeah, about a million bucks. So, you knock that down by a million and its one point three.

DELUCA: Ok. Ok. Do I need to do anything with the investment advisors?

NEDDER: No. We've taken care of all that.

DELUCA: That's all set?

NEDDER: Yep. We've talked to them all and they have the power of attorney in place and when something happens…

DELUCA: Ok.

NEDDER: … we'll get [a new one] appointed.

DELUCA: Ok. This is just what I was looking for Michael. Thank you so much for this.

NEDDER: No problem.

DELUCA: I really appreciate it.

NEDDER: But keep that some place safe.

DELUCA: Yeah. Absolutely.

NEDDER: And if you think of anything else that we're missing in there - I know you gave me two other ones – we'll update it. But if there's anything else that, you probably forgot I gave Johnny ten grand for half share of sail in [sailboat] or whatever.

DELUCA: Yeah. Ok, this is great.

NEDDER: What do you want to happen with the house?

DELUCA: Um, that's a really good question.

NEDDER: I mean, I know we sort of discussed it, gone back and forth.

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DELUCA: Yeah. I, the short answer is I don't know.

NEDDER: Ok.

DELUCA: Um, I really don't know. I, you know?

NEDDER: Ok. That's a fair answer.

DELUCA: We can keep the house, right? The Estate can keep the house?

NEDDER: Mhm.

DELUCA: Keep paying the mortgage and utilities and what have you. Um, part of me says the kids don't want to rush and do anything quickly. Um, you mentioned how we might be able to figure out how Julia can stay in [the current] school system.

NEDDER: In time, we'll figure that out. I'm not worried about that at all.

DELUCA: I really don't, don't know. All the bills, like paying for the pool, I mean, you got to clean the pool. And that stuff all just happens, right?

NEDDER: Yep.

DELUCA: So, I, I don't really know. What I wouldn't do is -

NEDDER: Put it up for sale the day you pass away?

DELUCA: Yeah

NEDDER: I understand. I think that you've got an emotional attachment and you'd like the kids to be able to separate from it in a time period that is natural for them, rather than having some artificial sort of – that's it. Your dad is gone, the house is gone.

DELUCA: Yeah.

NEDDER: Um, no I get it. Um, I think there will be a point though where it doesn't make sense to keep carrying the house.

DELUCA: I agree with you.

NEDDER: So, we'll just keep, we'll have to figure that out.

DELUCA: I agree with you. The emotional attachment of keeping the house is very small. I think it more as um, you know, is it the right time to put the house on the market? Are kids going back to school? You know, it is a desirable time to sell the house?

NEDDER: Right.

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DELUCA: I'm not, the emotional part is very small for me.

NEDDER: You know, but there's also the kid's emotions, I mean, you know?

DELUCA: Yeah.

NEDDER: I think we'll sort through that. We'll figure it out.

DELUCA: Yeah. I trust you guys. Whatever you guys think is the right thing to do, you know, is the right thing to do.

NEDDER: Ok. Have you don't any funeral arrangements.

DELUCA: Um, no. What should I be thinking in terms of that?

NEDDER: It's up to you. Sky is the limit. I mean, whatever you want to do.

DELUCA: Uh.

NEDDER: Viking funeral or [indistinguishable] sound where they send you out on a boat with [flaming arrows].

DELUCA: Exactly.

NEDDER: Or you know, just a simple ceremony. Um, you could talk to um, you know, Lawrence funeral home in town.

DELUCA: Yeah.

NEDDER: And just see what they would recommend.

DELUCA: Ok. I think that's what I'm going to do.

NEDDER: I mean, if you don't care, you can leave it to the family and let them sort it out. But if you have some wishes or you have some thoughts around it.

DELUCA: Yeah. I'm going to have to do something because that's a pain in the ass and it just takes it off everyone's plate.

NEDDER: It's a lot of work.

DELUCA: If you just make the arrangements ahead of time.

NEDDER: Then they don't have to decide if you get the oak casket, or the mahogany casket, or you know. And those decisions seem so important, but at the end of the day, I think you can make it in 5 minutes whereas your family may agonize over it for hours.

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DELUCA: Yeah, I think you're right. I think you're absolutely right. Are there other things I should be thinking about?

NEDDER: I don't think so. I think we've gone over pretty much all of it at one point or another. I think we've got it in good shape.

DELUCA: Ok. Well thank you very, very much.

NEDDER: I think we finally uh – this was very important. Getting the financial piece. Because I was missing some of that and that was scary and frustrating for me.

DELUCA: Ok. I can't thank you enough.

NEDDER: And I'm sure for you as well because… well, we've got that. We know where 90 percent of the stuff is. We've got a couple of tail ends we need to track down. But um, we know where the big stuff is, and that's important. And you know, all your financial advisors are on board. Um, so… you don't have to make any, I mean, I didn't look at your portfolios and see what you're invested in. Do you actively trade or is it pretty much set it and forget it?

DELUCA: Set it and forget it. I don't do anything. Springer came to me this past week and we walked about it and I said, 'if anyone tries to sell you anything creative…'

NEDDER: Bundled [long] term annuity that's tied to some variable life policy or…

DELUCA: Yeah, get rid of him quickly.

NEDDER: Yeah that's - no, there is no need for that. You don't need to do anything cute or, you know. There's enough there that if it's managed conservatively, it will be there for the family.

DELUCA: That's what I think. Is it, is that the case though? Is it like, just, I said to Ken, you know, just long-term conservative equities and just let it ride?

NEDDER: Yep. that's the plan

DELUCA: Ok.

NEDDER: The real work is when we need to do something. You know, we need to fund college. We don't have that issue here, but in general terms, somebody is buying a house and we need - that's where the real work comes in as a trustee is when you've got to sit there and evaluate it. Most of the time it's really, you know, um, you set up a budget, you know, it's a monthly draw on the budget, and the investments should cover all that. And there's really not a lot to do.

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DELUCA: Does, do the kids have to get money every month.

NEDDER: Well, they don't have to. The expectation is they are going to want to keep doing a bunch of stuff they're doing.

DELUCA: Ok.

NEDDER: Like the private school, and all that sort of stuff.

DELUCA: Ok.

NEDDER: But it doesn't necessarily have to go to them either. We can just keep doing what we've been doing with Chris, which is pay the bills.

DELUCA: Ok. Yeah so whatever.

NEDDER: So, their life doesn't really change.

DELUCA: Ok. And is Jo involved in that budget?

NEDDER: She will be, and that's probably going to be the hardest negotiation of the whole thing…

DELUCA: Ok.

NEDDER: … and sort of managing. And that's why I want to get, and we'll hopefully have one more meeting um to go over um historical budget and projected budget going forward.

DELUCA: Ok.

NEDDER: So, you can say, 'yeah, that's something that I wasn't to continue to fund, or no that seems ridiculous after I'm gone. why are we going to pay for x, y, and x?'

DELUCA: Like, stuff like, we talked about vacations.

NEDDER: Mhm.

DELUCA: That would be part of that conversation.

NEDDER: Mhm. Correct.

DELUCA: Ok.

NEDDER: So that will be, I'll drag Chris into that. But I wanted you to understand the basics of the plan.

DELUCA: Ok.

NEDDER: Alright.

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DELUCA: Alright. That's great.

NEDDER: God. I'm going to take off then, okay?

DELUCA: Perfect.

NEDDER: Turn off your recording.

DELUCA: Thank you. Do you want me to send you a copy of this?

NEDDER: Don't record the rest of your day. [Make sure] you shut it off.

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EXHIBIT 2

DeLUCA ESTATE PLAN

UBS Brokerage Accts

Premier Trust Brokerage Acct

ReliaStar Life Insurance

William Penn Life Insurance

Jon A. DeLuca Insurance Trust
dated 8/31/2017
Trustee: Doug DeLuca

Jon DeLuca's
Last Will & Testament
dated 8/31/2017

Residuary Estate
23 Partners Trust I
dated 2/1/2017
Co-Trustees: Doug DeLuca and
Ken Springer

Tangible Personal Property
50% Julia DeLuca
50% Alexander DeLuca

50% to Family Trust
for benefit of
Julia DeLuca

After Julia DeLuca's death:
(1) Distributrion under Julia's Will to Julia's descendants or Doug DeLuca's descendants;
(2) Held in further Trust for Julia's children under age 23 at Julia's death; or
(3) Distributed to Julia's children

50% to Family Trust
for benefit of
Alexander DeLuca

After Alexander DeLuca's death:
(1) Distribution under Alexander's Will to Alexander's descendants or Doug DeLuca's descendants;
(2) Held in further Trust for Alexander's children under age 23 at Alexander's death; or
(3) Distributed to Alexander's chikldren

EXHIBIT 3

Jon Deluca Assets

Company	Account Type	Account Title	Amount
Bank of America	Checking #1520	Jon A Deluca or Joanne S Deluca	$ 60,511.00
Bank of America	Savings # 4339	Jon A Deluca Custodian UGMA for Alexander	$ 471.00
Bank of America	Savings # 4566	Jon A Deluca Custodian UGMA for Julia	$ 357.00
Merrill Edge	Investment # 25X-61337	Jon A Deluca	$ 461,723.00
Morgan Stanley	Brokerage # 476-082725-293	Jon Adam Deluca	$ 1,053,577.00
UBS	various accounts (BX**070, SX**054, SX**068, SX**069, SX**071, SX**035)	Doug Deluca Trustee 23 Partner Trust I Irrevocable	$ 7,350,329.00
Premier Trust	Brokerage	23 Partners Trust I	$ 14,397.21
Voya Financial	Life Insurance	Beneficiary 23 Partners Trust I Douglas S Deluca Trustee	$ 5,000,000.00
William Penn	Life Insurance	Beneficiary 23 Partners Trust I Douglas S Deluca Trustee	$ 3,000,000.00
Goldman Sachs	#*****4295	Jon A Deluca GSAM	$ 1,804,847.00
Goldman Sachs	# *****1568	Jon Deluca	$ 225,500.00
Goldman Sachs	# *****3543	Jon Deluca	$ 1,325,611.00
Goldman Sachs	# *****4298	Jon Delcua IRA	$ 180,620.00
Goldman Sachs	#*****1566	Jon Deluca	$ 1,483,922.00
Goldman Sachs	#*****1558	Jon Delcua IRA	$ 47,694.00
Goldman Sachs	#*****4287	Jon Deluca SEP IRA	$ 158,890.00
Goldman Sachs	#*****1492	Jon Deluca SEP IRA	$ 61,833.00
House	23 Oak Park Ave	Jon A Deluca	$ 2,330,000.00
			$ 24,560,282.21

EXHIBIT 4

From: Alexander LeVeque
To: "mmcbride@nedderlaw.com"
Cc: "mtnedder@nedderlaw.com"; Renee Guastaferro; Roberto M. Campos
Subject: Jo Briggs - Issue with Expense Reimbursement
Date: Friday, October 2, 2020 11:43:25 AM
Attachments: image018.png
image013.png
image016.png

Dear Martie McBride:

I represent Jo Briggs, on behalf of her minor children, Julie DeLuca and Alexander DeLuca. It is my understanding that Ms. Briggs recently received notification from the bank that a stop payment was issued for the check, dated September 24, 2020 (see email chain below). It is further my understanding that she reached out to you for an explanation. You in turn refused to respond claiming that such communications should now go through counsel.

Be advised that I sent Mr. Nedder a letter, dated September 22, 2020, requesting a phone call to discuss the matters raised in the petition. I also called Mr. Nedder on Wednesday, September 28, 2020, regarding the stop payment and was forwarded to Kevin Florin, who in turn told me he would notify Mr. Nedder of my request for a return call. For whatever reason, Mr. Nedder has elected radio silence.

If it is your office's position that communication must go through counsel, consider this missive as Ms. Briggs' request for an explanation regarding the stop payment. If your office does not represent the Trustee of the 23 Partners Trust I, please inform me of that as well so that I can make arrangements to speak with the Trustee directly about the petition, or his counsel if he has retained another firm.

Sincerely,

Alexander G. LeVeque
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Begin forwarded message:

From: Martie McBride <mmcbride@nedderlaw.com>
Subject: RE: Issue with Expense Reimbursement
Date: October 2, 2020 at 11:28:03 AM EDT
To: Jo Briggs <jisbriggs@gmail.com>
Cc: Michael Nedder <mtnedder@nedderlaw.com>

Jo:
Due to pending litigation to which you are a party, all communications must go through counsel.

Martie McBride
Nedder & Associates, LLC
3 Parklands Drive
Suite 201
Darien, CT 06820

Tel: (203) 621-0577
Fax: (203) 621-0626

Sent wirelessly, please excuse any errors

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IRS CIRCULAR 230 DISCLOSURE: Although this written communication may address certain tax issues, it is not a reliance opinion as described in IRS Circular 230 and, therefore, it cannot be relied upon by itself to avoid any tax penalties. If you would like a reliance opinion letter, please contact us and we will discuss our procedures for preparing one.

From: Jo Briggs <jjsbriggs@gmail.com>
Sent: Wednesday, September 30, 2020 11:18 AM
To: Martie McBride <mmcbride@nedderlaw.com>
Cc: Michael Nedder <mtnedder@nedderlaw.com>
Subject: Issue with Expense Reimbursement

Martie -

I received this notification from the bank. Can you please explain. Thanks.

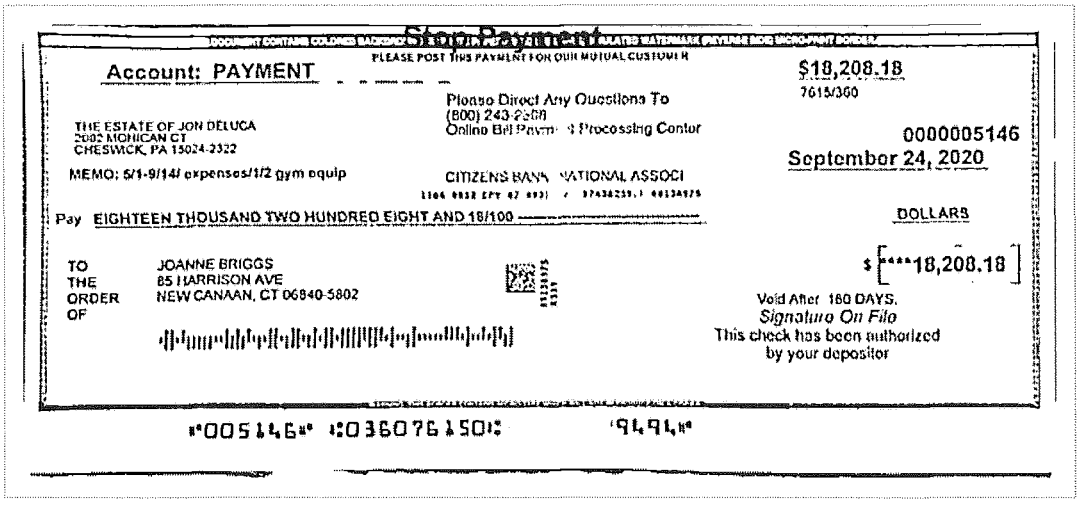
-$18,208.18
Total

Sep 28, 2020
Post date

1
Checks returned

○ The payer asked us to stop this payment so the check was returned unpaid.

Front | Back


Stop Payment

PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

Account: PAYMENT

$18,208.18
7615/300

Please Direct Any Questions To
(800) 243-2568
Online Bill Payment Processing Center

THE ESTATE OF JON DELUCA
2082 MOHICAN CT
CHESWICK, PA 15024-2322

0000005146
September 24, 2020

MEMO: 5/1-9/14/ expenses/1/2 gym equip

CITIZENS BANK NATIONAL ASSOCI

Pay EIGHTEEN THOUSAND TWO HUNDRED EIGHT AND 18/100 DOLLARS

$ [****18,208.18]

TO THE ORDER OF
JOANNE BRIGGS
85 HARRISON AVE
NEW CANAAN, CT 06840-5802

Void After 180 DAYS.
Signature On File
This check has been authorized by your depositor

⑈005146⑈ ⑆036076150⑆ 9494⑈

Account #	6312979494
Routing #	03607615
Check #	000000005146
Reason for return	Stop payment

See original deposit >

EXHIBIT 5

From: Alexander LeVeque
To: "Jo Briggs"; Johnson, Daniel
Cc: Roberto M. Campos; Renee Guastaferro
Subject: RE: Trust Credit Cards declined - Update
Date: Monday, October 19, 2020 06:23:47 AM
Attachments: image009.png
image012.png

[redacted]

From: Jo Briggs <jjsbriggs@gmail.com>
Sent: Monday, October 19, 2020 5:26 AM
To: Johnson, Daniel <djohnson@cl-law.com>; Alexander LeVeque <aleveque@sdfnvlaw.com>
Subject: Fwd: Trust Credit Cards declined - Update

[redacted]

8:51 LTE

Re: Credit Card Inbox

Doug DeLuca 8:44 PM

to Michael, juliadeluca23@gmail.com

Hi Julia,
I just saw this email and the one from last night. I reached Mike Nedder now and we will have this taken care of tomorrow. There are systems in place that should have prevented this. I'll reach you back when this is resolved. Please call or txt anytime, if anything is urgent, or if there is anything you need or have a question about. Hope you are good. Good luck in your tournament.
Uncle Doug

On Sun, Oct 18, 2020 at 8:09 PM Julia DeLuca <julia.deluca23@gmail.com> wrote:

> Hello,
>
> My gas tank is empty and I need to drive to school tomorrow. This is becoming very impractical.
>
> Julia
>
> On Sat, Oct 17, 2020 at 7:04 PM Julia DeLuca <julia.deluca23@gmail.com> wrote:
>
> > Hi Uncle Doug,
> >
> > This weekend my credit card was declined multiple times. I called the bank and they said that the bill had not been payed. I am hoping that you can please take care of this as I have

a tournament next weekend.

From,
Julia [redacted]

Begin forwarded message:

From: Jo Briggs <jjsbriggs@gmail.com>
Subject: Trust Credit Cards declined
Date: October 17, 2020 at 1:25:07 PM EDT
To: Alexander LeVeque <aleveque@sdfnvlaw.com>, Daniel Johnson <djohnson@cl-law.com>

[redacted]

EXHIBIT 6

414 P.3d 812 (Table)
Unpublished Disposition
This is an unpublished disposition. See Nevada Rules of Appellate Procedure, Rule 36(c) before citing.
Supreme Court of Nevada.

In the MATTER OF the KEEHLE AMICON PROPERTY TRUST, a Nevada Trust. Brent D. Whitehead, as Co–Trustee of the Keehle Amicon Property Trust, Appellant, v. Lori Westinghouse, as parent and natural guardian for Keehle Amicon, Respondent.

No. 70026
|
FILED MARCH 21, 2018

Attorneys and Law Firms

Smith & Shapiro, LLC

Goodsell & Olsen

ORDER OF REVERSAL

*1 This is an appeal from a district court order resolving a petition concerning the internal affairs of a nontestamentary trust. Eighth Judicial District Court, Clark County; Gloria Sturman, Judge.

Respondent Lori Westinghouse is the mother of Keehle Amicon, the sole beneficiary of the irrevocable Keehle Amicon Property Trust. The trust designated appellant Brent Whitehead as the co-trustee.

Among its provisions, the trust vested the beneficiary with a present interest, which provided that "[t]he Trustee may pay or apply such parts of the income and principal of the Trust to or for the benefit of the Beneficiary during her lifetime for her Support as the Trustee in its discretion shall determine." The trust also provided the beneficiary the following future remainder interest:

> When the Beneficiary attains age 35, the Trustee shall distribute one-third (⅓) of the principal and undistributed income of the trust estate to the Beneficiary outright and free of trust. When the Beneficiary attains age 40, the Trustee shall distribute one-half (½) of the remaining principal and undistributed income to the Beneficiary outright and free of trust. When the Beneficiary attains age 45, the Trustee shall distribute all of the remaining principal and undistributed income of the trust estate to the Beneficiary outright and free of trust and the Trust shall terminate. Notwithstanding the foregoing provisions of this [section], the then serving Trust Consultant shall have the right at any time, and from time to time, to cause the Trustee, by written direction to the Trustee, to distribute some or all of the principal and/or undistributed income of the Trust either outright to the Beneficiary free of the trust or to another trust established for the primary benefit of the Beneficiary and/or her descendants. The Trust Consultant's notice of distribution to the Trustee shall specify what principal or undistributed income is to be distributed to the Beneficiary.

In October 2015, respondent sent a letter to appellant, requesting an accounting of the trust. Appellant refused and filed a petition with the probate commissioner, seeking clarification on the recent amendments to Nevada's Uniform Trustees' Accounting Act. The case was transferred to the district court, which exercised jurisdiction over the trust. Ultimately, the district court ruled in favor of respondent, ordering appellant to provide an accounting of the trust, as required by Nevada law. This appeal followed.

Appellant argues that the district court erred in requiring him to provide an accounting of the trust. In particular, appellant claims that an exception to this duty applies when the beneficiary's only interest in the trust estate is a discretionary interest. We agree.

Statutory construction is a matter for de novo review. *J.D. Constr., Inc. v. IBEX Int'l Grp., LLC,* 126 Nev. 366, 375, 240 P.3d 1033, 1039 (2010). If a statute is clear and unambiguous, this court gives full effect to the plain and ordinary meaning of its language. *Id.* at 375, 240 P.3d at 1039–40.

*2 Nevada's Uniform Trustees' Accounting Act governs the obligations of a trustee with regard to accountings. Under the Act, certain beneficiaries may request an accounting, which must conform to specific statutory requirements. *See* NRS 165.141; NRS 165.135. Pursuant to NRS 165.1207(1), "the trustee of a nontestamentary trust shall satisfy the duty to **account** for the nontestamentary trust estate by

delivery of an **account** which conforms with the requirements of NRS 165.135." Further, "the trustee shall deliver an **account**, upon demand pursuant to NRS 165.141, to *each current beneficiary*, and to *each remainder beneficiary* of the trust." NRS 165.1207(1)(a) (emphases added). Therefore, both current and remainder beneficiaries are entitled to an accounting by the trustee of a nontestamentary trust. Notwithstanding these provisions, several exceptions to the Act exist. In particular, "[a] trustee is not required to provide an **account** to a beneficiary of an irrevocable trust while that beneficiary's only interest in the trust estate is a **discretionary** interest, as described in NRS 163.4185." NRS 165.1207(1)(b)(5). NRS 163.4185(1)(c) states that an interest is **discretionary** "if the trustee has discretion to determine whether a distribution should be made, when a distribution should be made and the amount of distribution."

Here, the beneficiary's present interest is a discretionary interest pursuant to NRS 163.4185(1)(c). The present interest provision states that the trustee may provide parts of the income and principal to the beneficiary at his discretion.

The beneficiary's future remainder interest, however, is not as straightforward. At first glance, the future remainder interest appears to be a support interest that contains mandatory language because the trustee is required to distribute principal and undistributed income based on the beneficiary attaining certain ages. *See* NRS 163.4185(1)(b) (a support interest requires the trustee "to make distributions to the beneficiary pursuant to an ascertainable standard"); NRS 163.4185(1)(a) (an interest is mandatory "if the trustee has no discretion to determine whether a distribution should be made, when a distribution should be made or the amount of the distribution"). However, the mandatory language is qualified by discretionary language because the trust consultant, at any time, can direct the trustee to make a distribution of principal and undistributed income to the beneficiary and determine the amount to be distributed. NRS 163.4185(3) provides, "[i]f a trust provides for a support interest that also includes mandatory language but the mandatory language is qualified by discretionary language, the support interest must be classified and separated as a discretionary interest." Thus, pursuant to NRS 163.4185(3), the beneficiary's future remainder interest must be classified as a discretionary interest.

Consequently, the beneficiary's only interest in the trust estate is discretionary, and therefore, we conclude that appellant is not required to provide respondent an accounting of the trust pursuant to NRS 165.1207(1)(b)(5). Based on the foregoing, we

ORDER the judgment of the district court REVERSED.

All Citations

414 P.3d 812 (Table), 2018 WL 1448493

End of Document

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TRUST AND ESTATE ATTORNEYS

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of 23 PARTNERS TRUST I, dated August 31, 2017	Case No.: P-20-104279-T Dept.: 26 Hearing Date: December 9, 2020 Hearing Time: 10:00 a.m.

STIPULATION AND ORDER TO REMOVE FROM THE PUBLIC RECORD EXHIBIT 4 ATTACHED TO THE *REPLY IN SUPPORT OF PETITION TO (1) ASSUME JURISDICTION OVER TRUST, (2) CONFIRM DOUGLAS SCOTT DELUCA AS TRUSTEE, (3) OBTAIN AN ACCOUNTING, AND (4) OBTAIN A COPY OF TRUST* AND PLACE (OR FILE) IT UNDER SEAL.

Petitioner, Joanne S. Briggs, as Parent and Guardian of Julia Ann DeLuca and Alexander Ian DeLuca as Beneficiaries of 23 Partners Trust I, by and through her counsel of record, the law firm Solomon Dwiggins & Freer, Ltd., and Independent Trustee Michael T. Nedder, by and through his counsel of record, the law firm Hutchison & Steffen, PLLC, hereby submit this Stipulation and Order to Remove From the Public Record Exhibit 4 Attached to the *Reply in Support of Petition to: (1) Assume Jurisdiction Over the Trust [23 Partners Trust I], (2) Confirm Douglas Scott DeLuca as Trustee; (3) Obtain an Accounting, and (4) Obtain a Copy of Trust* [the "Reply"], filed yesterday, December 2, 2020, and place (or file) it under seal.

//

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//

IT IS HEREBY STIPULATED THAT Exhibit 4 attached to the Reply be removed from the public record and filed (or placed) under seal, as it contains confidential, financial institution, account information.

DATED this 3rd of December, 2020

HUTCHISON & STEFFEN, PLLC

By: /s/ Russel J. Geist

Russel J. Geist (Nev. Bar # 9030)
rgeist@hutchlegal.com
10080 W. Alta Dr., Suite 200
Las Vegas, Nevada 89145
Telephone: (702) 385-2500
Facsimile: (702) 385-2086

Attorney for Michael T. Nedder as Independent Trustee

SOLOMON DWIGGINS & FREER, LTD.

By: /s/ Roberto M. Campos

Alexander G. LeVeque (Nev. Bar # 11183)
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Roberto M. Campos, (Nev. Bar # 15189)
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Attorneys for Joanne S. Briggs as Parent and Guardian of Julia Ann DeLuca and Alexander Ian DeLuca as Beneficiaries of 23 Partners Trust I

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ORDER

IT IS SO ORDERED that Exhibit 4 attached to the *Reply in Support of Petition to: (1) Assume Jurisdiction Over the Trust [23 Partners Trust I], (2) Confirm Douglas Scott DeLuca as Trustee; (3) Obtain an Accounting, and (4) Obtain a Copy of Trust Opposition*, filed on December 2, 2020, be removed from the public record and be filed (or placed) under seal.

Dated this 9th day of December, 2020

FF9 A5C 32AD 577B
Gloria Sturman
District Court Judge

From:	Russel J. Geist
To:	Roberto M. Campos
Cc:	Alexander LeVeque; Renee Guastaferro; Terrie Maxfield; Hailey Nicklin
Subject:	RE: 23 Partners Trust I: draft SAO and recording
Date:	Tuesday, December 8, 2020 5:30:34 PM
Attachments:	image003.png image005.png

Roberto,

I'm sorry for the delayed response. Please attach my e-signature to the stipulation.

Sincerely,
Russel

From: Roberto M. Campos [mailto:RCampos@sdfnvlaw.com]
Sent: Friday, December 04, 2020 9:21 AM
To: Russel J. Geist <RGeist@hutchlegal.com>
Cc: Alexander LeVeque <aleveque@sdfnvlaw.com>; Renee Guastaferro <RGuastaferro@sdfnvlaw.com>; Terrie Maxfield <TMaxfield@sdfnvlaw.com>; Hailey Nicklin <HNicklin@sdfnvlaw.com>
Subject: 23 Partners Trust I: draft SAO and recording

Good morning, Russel,

Nice chatting with you on the phone yesterday afternoon.

Attached please find the draft SAO and please let me know of any changes to it. If none, please let me know if I have your permission to affix your e-signature to it, or if you prefer, you could print, sign, scan and return to me.

Also, below is the link to the recording, as you requested. Let me know if you have any difficulty opening it. It may be best to download it first.

Thanks, again,

Roberto

https://drive.google.com/drive/folders/1oWjorppzCWHjnWME1BueC4GXKXfPEVWv

Roberto M. Campos

SOLOMON DWIGGINS & FREER, LTD.
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Website: www.sdfnvlaw.com

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Russel J. Geist
Partner
HS logo
HUTCHISON & STEFFEN, PLLC
(702) 385-2500
hutchlegal.com

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CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Trust of:	CASE NO: P-20-104279-T
23 Partners Trust I	DEPT. NO. Department 26

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Stipulation and Order was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 12/9/2020

Alexander LeVeque	aleveque@sdfnvlaw.com
Terrie Maxfield	tmaxfield@sdfnvlaw.com
Renee Guastaferro	rguastaferro@sdfnvlaw.com
Amber Anderson-Reynolds	aanderson@hutchlegal.com
Russel Geist	rgeist@hutchlegal.com
Roberto Campos	rcampos@sdfnvlaw.com

Electronically Filed
12/10/2020 10:02 AM
Steven D. Grierson
CLERK OF THE COURT

ALEXANDER G. LEVEQUE (#11183)
aleveque@sdfnvlaw.com
ROBERTO M. CAMPOS (#15189)
rcampos@sdfnvlaw.com
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: (702) 853-5483
Facsimile: (702) 853-5485

Attorneys for Joanne S. Briggs as Parent and Guardian of Julia Ann DeLuca and Alexander Ian DeLuca, Beneficiaries of 23 Partners Trust I

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of 23 PARTNERS TRUST I, dated August 31, 2017	Case No.: P-20-104279-T Dept.: 26 Hearing Date: December 9, 2020 Hearing Time: 10:00 a.m.

NOTICE OF ENTRY OF STIPULATION AND ORDER

PLEASE TAKE NOTICE that a **STIPULATION AND ORDER TO REMOVE FROM THE PUBLIC RECORD EXHIBIT 4 ATTACHED TO THE REPLY IN SUPPORT OF PETITION TO (1) ASSUME JURISDICTION OVER TRUST, (2) CONFIRM DOUGLAS SCOTT DELUCA AS TRUSTEE, (3) OBTAIN AN ACCOUNTING, AND (4) OBTAIN A**

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WWW.SDFNVLAW.COM
SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

COPY OF TRUST AND PLACE (OR FILE) IT UNDER SEAL was entered on the 9th day of December, 2020, a true and correct copy of which is attached hereto.

DATED this 10th day of December, 2020.

SOLOMON DWIGGINS & FREER, LTD.

By: /s/ Roberto M. Campos

Alexander G. LeVeque (Nev. Bar # 11183)
aleveque@sdfnvlaw.com
Roberto M. Campos, (Nev. Bar # 15189)
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Telephone: (702) 853-5483
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Attorneys for Joanne S. Briggs as Parent and Guardian of Julia Ann DeLuca and Alexander Ian DeLuca as Beneficiaries of 23 Partners Trust I

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CERTIFICATE OF SERVICE

PURSUANT to NRCP 5(b), I HEREBY CERTIFY that on December 10, 2020, I served a true and correct copy of the **STIPULATION AND ORDER TO REMOVE FROM THE PUBLIC RECORD EXHIBIT 4 ATTACHED TO THE REPLY IN SUPPORT OF PETITION TO (1) ASSUME JURISDICTION OVER TRUST, (2) CONFIRM DOUGLAS SCOTT DELUCA AS TRUSTEE, (3) OBTAIN AN ACCOUNTING, AND (4) OBTAIN A COPY OF TRUST AND PLACE (OR FILE) IT UNDER SEAL** to the following in the manner set forth below:

Via:

[____] Hand Delivery

[XX] U.S. Mail, Postage Prepaid

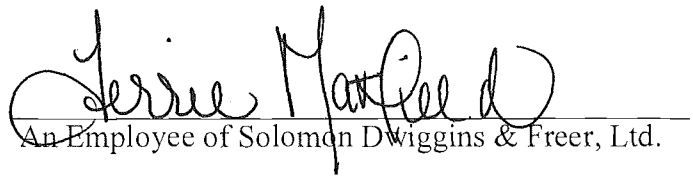
Douglas Scott DeLuca
2002 Mohican Court
Cheswick, PA 15024

[____] Certified Mail, Receipt No.: _____

[____] Return Receipt Request

[XX] E-Service through the Odyssey eFileNV/Nevada E-File and Serve System, as follows:

Russel J. Geist
Hutchison & Steffen, PLLC
10080 West Alta Drive, Suite 200
Las Vegas, Nevada 89145
rgeist@hutchlegal.com
Attorneys for Michael T. Nedder, Independent Trustee



An Employee of Solomon Dwiggins & Freer, Ltd.

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12/9/2020 4:08 PM

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CLERK OF THE COURT

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aleveque@sdfnvlaw.com
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DISTRICT COURT

CLARK COUNTY, NEVADA

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//

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IT IS HEREBY STIPULATED THAT Exhibit 4 attached to the Reply be removed from the public record and filed (or placed) under seal, as it contains confidential, financial institution, account information.

DATED this 3rd of December, 2020

HUTCHISON & STEFFEN, PLLC

By: /s/ Russel J. Geist
Russel J. Geist (Nev. Bar # 9030)
rgeist@hutchlegal.com
10080 W. Alta Dr., Suite 200
Las Vegas, Nevada 89145
Telephone: (702) 385-2500
Facsimile: (702) 385-2086

Attorney for Michael T. Nedder as Independent Trustee

SOLOMON DWIGGINS & FREER, LTD.

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aleveque@sdfnvlaw.com
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ORDER

IT IS SO ORDERED that Exhibit 4 attached to the *Reply in Support of Petition to: (1) Assume Jurisdiction Over the Trust [23 Partners Trust I], (2) Confirm Douglas Scott DeLuca as Trustee; (3) Obtain an Accounting, and (4) Obtain a Copy of Trust Opposition*, filed on December 2, 2020, be removed from the public record and be filed (or placed) under seal.

Dated this 9th day of December, 2020

FF9 A5C 32AD 577B
Gloria Sturman
District Court Judge

From:	Russel J. Geist
To:	Roberto M. Campos
Cc:	Alexander LeVeque; Renee Guastaferro; Terrie Maxfield; Hailey Nicklin
Subject:	RE: 23 Partners Trust I: draft SAO and recording
Date:	Tuesday, December 8, 2020 5:30:34 PM
Attachments:	image003.png image005.png

Roberto,

I'm sorry for the delayed response. Please attach my e-signature to the stipulation.

Sincerely,
Russel

From: Roberto M. Campos [mailto:RCampos@sdfnvlaw.com]
Sent: Friday, December 04, 2020 9:21 AM
To: Russel J. Geist <RGeist@hutchlegal.com>
Cc: Alexander LeVeque <aleveque@sdfnvlaw.com>; Renee Guastaferro <RGuastaferro@sdfnvlaw.com>; Terrie Maxfield <TMaxfield@sdfnvlaw.com>; Hailey Nicklin <HNicklin@sdfnvlaw.com>
Subject: 23 Partners Trust I: draft SAO and recording

Good morning, Russel,

Nice chatting with you on the phone yesterday afternoon.

Attached please find the draft SAO and please let me know of any changes to it. If none, please let me know if I have your permission to affix your e-signature to it, or if you prefer, you could print, sign, scan and return to me.

Also, below is the link to the recording, as you requested. Let me know if you have any difficulty opening it. It may be best to download it first.

Thanks, again,

Roberto

https://drive.google.com/drive/folders/1oWjorppzCWHjnWME1BueC4GXKXfPEVWv

Roberto M. Campos

SOLOMON DWIGGINS & FREER, LTD.
Cheyenne West Professional Center | 9060 W. Cheyenne Avenue | Las Vegas, NV 89129
Direct: 702.589.3581 | Office: 702.853.5483 | Facsimile: 702.853.5485
Website: www.sdfnvlaw.com

www.facebook.com/sdfnvlaw
www.linkedin.com/company/solomon-dwiggins-&-freer-ltd-

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TRUST AND ESTATE ATTORNEYS

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Russel J. Geist
Partner
HS logo

HUTCHISON & STEFFEN, PLLC
(702) 385-2500
hutchlegal.com

Notice of Confidentiality: The information transmitted is intended only for the person or entity to whom it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking any action in reliance upon, this information by anyone other than the intended recipient is not authorized.

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Trust of:	CASE NO: P-20-104279-T
23 Partners Trust I	DEPT. NO. Department 26

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Stipulation and Order was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 12/9/2020

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Terrie Maxfield	tmaxfield@sdfnvlaw.com
Renee Guastaferro	rguastaferro@sdfnvlaw.com
Amber Anderson-Reynolds	aanderson@hutchlegal.com
Russel Geist	rgeist@hutchlegal.com
Roberto Campos	rcampos@sdfnvlaw.com

ELECTRONICALLY SERVED
12/30/2020 11:20 AM

Electronically Filed
12/30/2020 11:19 AM
CLERK OF THE COURT

ORDR
ALEXANDER G. LEVEQUE (#11183)
aleveque@sdfnvlaw.com
ROBERTO M. CAMPOS (#15189)
rcampos@sdfnvlaw.com
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Attorneys for Joanne S. Briggs as Parent and Guardian of Julia Ann DeLuca and Alexander Ian DeLuca, Beneficiaries of 23 Partners Trust I

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TRUST AND ESTATE ATTORNEYS

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of 23 PARTNERS TRUST I, dated August 31, 2017	Case No.: P-20-104279-T Dept.: 26 Hearing Date: December 9, 2020 Hearing Time: 10:00 a.m.

ORDER

On September 21, 2020, Petitioner Joanne S. Briggs, as Parent and Guardian of Julia Ann DeLuca and Alexander Ian DeLuca as Beneficiaries of 23 Partners Trust I, dated August 31, 2017 (the "Trust"), by and through her counsel of record, the law firm Solomon Dwiggins & Freer, Ltd., filed her *Petition to: (1) Assume Jurisdiction Over the Trust, (2) Confirm Douglas Scott DeLuca as Trustee; (3) Obtain an Accounting, and (4) Obtain a Copy of Trust* (collectively, the "Petition"). On November 4, 2020, the Trust's Independent Trustee Michael T. Nedder, by and through his counsel of record, the law firm Hutchison & Steffen, PLLC, filed his Objection to the Petition. On December 2, 2020, Petitioner filed her reply in support of the Petition. Douglas Scott DeLuca, Family Trustee, despite being served, did not file any response to the Petition. The Court heard oral argument on the matter at a hearing on December 9, 2020.

DETERMINATIONS AND FINDINGS

THE COURT HEREBY FINDS that the Petition was submitted and fully advised in the premises.

THE COURT HEREBY FURHTER FINDS that good cause exists to permit Petitioner to represent her minor children in this proceeding pursuant to NRS 164.038(5) as there is no apparent conflict of interest by doing so.

THE COURT HEREBY FURTHER FINDS that there exist grounds supporting a finding that the Court has *in rem* jurisdiction of the Trust.

THE COURT HEREBY FURTHER FINDS that there exist grounds supporting a finding to confirm Douglas Scott DeLuca, Family Trustee, and Michael T. Nedder, Independent Trustee, as Trustees of the Trust, and to assert personal jurisdiction over the same.

THE COURT HEREBY FURTHER FINDS that there exist grounds supporting a finding to compel Trustees to produce a complete copy of the Trust, including all amendments if any, on an attorneys'-eyes-only basis at this time, *i.e.*, to Petitioner's counsel but not to Petitioner (nor her children).

THE COURT HEREBY FURTHER FINDS that there exist grounds to continue the hearing on the remainder of the Petition, which includes, but not is not limited to, Petitioner's demand for an accounting.

THE COURT HEREBY FURTHER FINDS that the Parties may supplement their briefing regarding the Petition after counsel has had an opportunity to review the Trust provided that, and absent an agreement by counsel to the contrary, the Trust instrument and its terms are redacted.

ORDER

IT IS HEREBY ORDERED that the Petition to assume *in rem* jurisdiction over the 23 Partners Trust I, dated August 31, 2017, is GRANTED.

IT IS HEREBY FURTHER ORDERED that the Petition to confirm Douglas Scott De Luca and Michael T. Nedder as the Trust's Trustees is GRANTED.

SOLOMON DWIGGINS & FREER
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IT IS HEREBY FURTHER ORDERED that Independent Trustee Michael T. Nedder produce a complete copy of the Trust, including all amendments if any, on an attorneys'-eyes-only basis at this time, *i.e.*, to Petitioner's counsel on or before January 4, 2021.

IT IS HEREBY FURTHER ORDERED that Petitioner shall have until January 11, 2021 to file a supplement to her Petition; Trustees shall have until January 18, 2021 to file any response to the supplement; and Petitioner shall have until January 25, 2021, to file a reply to Trustees' response.

IT IS HEREBY FURTHER ORDERED that the hearing on the Petition to obtain an accounting of the Trust be continued until January 28, 2021, at 10:30 a.m.

IT IS HEREBY FURTHER ORDERED that the hearing on the Petition to obtain a copy of the Trust be continued until January 28, 2021, at 10:30 a.m.

IT IS HEREBY FURTHER ORDERED that counsel for the respective parties coordinate to determine the extent, if any, to which Petitioner's counsel may orally disclose to Petitioner any portion(s) of the Trust that is/are reasonably necessary for his legal representation of Petitioner and that such disclosure, if determined reasonably necessary, be governed by a confidentiality agreement regarding the rest of the Trust.

Dated this 30th day of December, 2020

E6B CDE B4F5 33E3
Gloria Sturman
District Court Judge

Respectfully submitted by
SOLOMON DWIGGINS & FREER, LTD.
/s/ Roberto M. Campos
Alexander G. LeVeque (#11183)
Roberto M. Campos (#15189)
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: (702) 853-5483
Facsimile: (702) 853-5485

Attorneys for Joanne S. Briggs as Parent and Guardian of Julia Ann DeLuca and Alexander Ian DeLuca, Beneficiaries of 23 Partners Trust I

Approved as to form and content by
HUTCHISON & STEFFEN, PLLC
/s/ Russel J. Geist
Russel J. Geist (#9030)
1080 West Alta Drive, Suite 200
Las Vegas, Nevada 89145
Telephone: (702) 385-2500
Facsimile: (702) 385-2086

Attorneys for Michael T. Nedder, Independent Trustee

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From:	Russel J. Geist
To:	Roberto M. Campos
Cc:	Alexander LeVeque; Terrie Maxfield
Subject:	RE: 23 Partners Trust I: draft order
Date:	Wednesday, December 23, 2020 4:21:57 PM
Attachments:	image003.png image005.png 2020-12-16 Draft Order 4817-7890-9652 v.1.docx

---

Roberto,

Please find the attached order with my proposed revisions. If my suggestions are acceptable, please affix my e-signature to the draft. If not, please contact me to discuss.

Sincerely,
Russel

From: Roberto M. Campos [mailto:RCampos@sdfnvlaw.com]
Sent: Wednesday, December 23, 2020 4:11 PM
To: Russel J. Geist <RGeist@hutchlegal.com>
Cc: Alexander LeVeque <aleveque@sdfnvlaw.com>; Terrie Maxfield <TMaxfield@sdfnvlaw.com>
Subject: RE: 23 Partners Trust I: draft order

Hi, Russel,

Following up on this. Do we have your permission to affix your e-signature on the draft order?

Thanks,

RC

From: Roberto M. Campos
Sent: Wednesday, December 16, 2020 11:02 AM
To: 'Russel J. Geist' <RGeist@hutchlegal.com>
Cc: Alexander LeVeque <aleveque@sdfnvlaw.com>; Terrie Maxfield <TMaxfield@sdfnvlaw.com>
Subject: 23 Partners Trust I: draft order

Hello, Russel,

Please find attached for your review a draft proposed order pursuant to last week's hearing. Please let me also know of any changes, and if none, if I have your permission to affix your e-signature to the draft order.

Thanks,

Roberto

Roberto M. Campos

SOLOMON DWIGGINS & FREER, LTD.
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Russel J. Geist
Partner
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CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Trust of:	CASE NO: P-20-104279-T
23 Partners Trust I	DEPT. NO. Department 26

AUTOMATED CERTIFICATE OF SERVICE

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Service Date: 12/30/2020

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Terrie Maxfield	tmaxfield@sdfnvlaw.com
Amber Anderson-Reynolds	aanderson@hutchlegal.com
Russel Geist	rgeist@hutchlegal.com
Roberto Campos	rcampos@sdfnvlaw.com
Kelly Meade	kmeade@sdfnvlaw.com

Electronically Filed
12/30/2020 3:17 PM
Steven D. Grierson
CLERK OF THE COURT

ALEXANDER G. LEVEQUE (#11183)
aleveque@sdfnvlaw.com
ROBERTO M. CAMPOS (#15189)
rcampos@sdfnvlaw.com
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: (702) 853-5483
Facsimile: (702) 853-5485

Attorneys for Joanne S. Briggs as Parent and Guardian of Julia Ann DeLuca and Alexander Ian DeLuca, Beneficiaries of 23 Partners Trust I

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of 23 PARTNERS TRUST I, dated August 31, 2017	Case No.: P-20-104279-T Dept.: 26 Hearing Date: December 9, 2020 Hearing Time: 10:00 a.m.

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that an **ORDER** was entered on the 30th day of December, 2020, a true and correct copy of which is attached hereto.

DATED this 30th day of December, 2020.

SOLOMON DWIGGINS & FREER, LTD.

By: /s/ Roberto M. Campos
Alexander G. LeVeque (Nev. Bar # 11183)
aleveque@sdfnvlaw.com
Roberto M. Campos, (Nev. Bar # 15189)
rcampos@sdfnvlaw.com
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: (702) 853-5483
Facsimile: (702) 853-5485

Attorneys for Joanne S. Briggs as Parent and Guardian of Julia Ann DeLuca and Alexander Ian DeLuca as Beneficiaries of 23 Partners Trust I

///

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
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LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

CERTIFICATE OF SERVICE

PURSUANT to NRCP 5(b), I HEREBY CERTIFY that on December 30, 2020, I served a true and correct copy of the **ORDER** to the following in the manner set forth below:

Via:

[____] Hand Delivery

[XX] U.S. Mail, Postage Prepaid

Douglas Scott DeLuca
2002 Mohican Court
Cheswick, PA 15024

[____] Certified Mail, Receipt No.: _____

[____] Return Receipt Request

[XX] E-Service through the Odyssey eFileNV/Nevada E-File and Serve System, as follows:

Russel J. Geist
Hutchison & Steffen, PLLC
10080 West Alta Drive, Suite 200
Las Vegas, Nevada 89145
rgeist@hutchlegal.com
Attorneys for Michael T. Nedder, Independent Trustee

/s/ Terrie Maxfield
An Employee of Solomon Dwiggins & Freer, Ltd.

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
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LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

ELECTRONICALLY SERVED
12/30/2020 11:20 AM

Electronically Filed
12/30/2020 11:19 AM
CLERK OF THE COURT

ORDR
ALEXANDER G. LEVEQUE (#11183)
aleveque@sdfnvlaw.com
ROBERTO M. CAMPOS (#15189)
rcampos@sdfnvlaw.com
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Las Vegas, Nevada 89129
Telephone: (702) 853-5483
Facsimile: (702) 853-5485

Attorneys for Joanne S. Briggs as Parent and Guardian of Julia Ann DeLuca and Alexander Ian DeLuca, Beneficiaries of 23 Partners Trust I

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SOLOMON DWIGGINS & FREER

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of 23 PARTNERS TRUST I, dated August 31, 2017	Case No.: P-20-104279-T Dept.: 26 Hearing Date: December 9, 2020 Hearing Time: 10:00 a.m.

ORDER

On September 21, 2020, Petitioner Joanne S. Briggs, as Parent and Guardian of Julia Ann DeLuca and Alexander Ian DeLuca as Beneficiaries of 23 Partners Trust I, dated August 31, 2017 (the "Trust"), by and through her counsel of record, the law firm Solomon Dwiggins & Freer, Ltd., filed her *Petition to: (1) Assume Jurisdiction Over the Trust, (2) Confirm Douglas Scott DeLuca as Trustee; (3) Obtain an Accounting, and (4) Obtain a Copy of Trust* (collectively, the "Petition"). On November 4, 2020, the Trust's Independent Trustee Michael T. Nedder, by and through his counsel of record, the law firm Hutchison & Steffen, PLLC, filed his Objection to the Petition. On December 2, 2020, Petitioner filed her reply in support of the Petition. Douglas Scott DeLuca, Family Trustee, despite being served, did not file any response to the Petition. The Court heard oral argument on the matter at a hearing on December 9, 2020.

DETERMINATIONS AND FINDINGS

THE COURT HEREBY FINDS that the Petition was submitted and fully advised in the premises.

THE COURT HEREBY FURHTER FINDS that good cause exists to permit Petitioner to represent her minor children in this proceeding pursuant to NRS 164.038(5) as there is no apparent conflict of interest by doing so.

THE COURT HEREBY FURTHER FINDS that there exist grounds supporting a finding that the Court has *in rem* jurisdiction of the Trust.

THE COURT HEREBY FURTHER FINDS that there exist grounds supporting a finding to confirm Douglas Scott DeLuca, Family Trustee, and Michael T. Nedder, Independent Trustee, as Trustees of the Trust, and to assert personal jurisdiction over the same.

THE COURT HEREBY FURTHER FINDS that there exist grounds supporting a finding to compel Trustees to produce a complete copy of the Trust, including all amendments if any, on an attorneys'-eyes-only basis at this time, *i.e.*, to Petitioner's counsel but not to Petitioner (nor her children).

THE COURT HEREBY FURTHER FINDS that there exist grounds to continue the hearing on the remainder of the Petition, which includes, but not is not limited to, Petitioner's demand for an accounting.

THE COURT HEREBY FURTHER FINDS that the Parties may supplement their briefing regarding the Petition after counsel has had an opportunity to review the Trust provided that, and absent an agreement by counsel to the contrary, the Trust instrument and its terms are redacted.

ORDER

IT IS HEREBY ORDERED that the Petition to assume *in rem* jurisdiction over the 23 Partners Trust I, dated August 31, 2017, is GRANTED.

IT IS HEREBY FURTHER ORDERED that the Petition to confirm Douglas Scott De Luca and Michael T. Nedder as the Trust's Trustees is GRANTED.

SOLOMON DWIGGINS & FREER
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LAS VEGAS, NEVADA 89129
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FACSIMILE (702) 853-5485
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IT IS HEREBY FURTHER ORDERED that Independent Trustee Michael T. Nedder produce a complete copy of the Trust, including all amendments if any, on an attorneys'-eyes-only basis at this time, *i.e.*, to Petitioner's counsel on or before January 4, 2021.

IT IS HEREBY FURTHER ORDERED that Petitioner shall have until January 11, 2021 to file a supplement to her Petition; Trustees shall have until January 18, 2021 to file any response to the supplement; and Petitioner shall have until January 25, 2021, to file a reply to Trustees' response.

IT IS HEREBY FURTHER ORDERED that the hearing on the Petition to obtain an accounting of the Trust be continued until January 28, 2021, at 10:30 a.m.

IT IS HEREBY FURTHER ORDERED that the hearing on the Petition to obtain a copy of the Trust be continued until January 28, 2021, at 10:30 a.m.

IT IS HEREBY FURTHER ORDERED that counsel for the respective parties coordinate to determine the extent, if any, to which Petitioner's counsel may orally disclose to Petitioner any portion(s) of the Trust that is/are reasonably necessary for his legal representation of Petitioner and that such disclosure, if determined reasonably necessary, be governed by a confidentiality agreement regarding the rest of the Trust.

Dated this 30th day of December, 2020

E6B CDE B4F5 33E3
Gloria Sturman
District Court Judge

Respectfully submitted by
SOLOMON DWIGGINS & FREER, LTD.
/s/ Roberto M. Campos
Alexander G. LeVeque (#11183)
Roberto M. Campos (#15189)
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: (702) 853-5483
Facsimile: (702) 853-5485

Attorneys for Joanne S. Briggs as Parent and Guardian of Julia Ann DeLuca and Alexander Ian DeLuca, Beneficiaries of 23 Partners Trust I

Approved as to form and content by
HUTCHISON & STEFFEN, PLLC
/s/ Russel J. Geist
Russel J. Geist (#9030)
1080 West Alta Drive, Suite 200
Las Vegas, Nevada 89145
Telephone: (702) 385-2500
Facsimile: (702) 385-2086

Attorneys for Michael T. Nedder, Independent Trustee

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From:	Russel J. Geist
To:	Roberto M. Campos
Cc:	Alexander LeVeque; Terrie Maxfield
Subject:	RE: 23 Partners Trust I: draft order
Date:	Wednesday, December 23, 2020 4:21:57 PM
Attachments:	image003.png image005.png 2020-12-16 Draft Order 4817-7890-9652 v.1.docx

---

Roberto,

Please find the attached order with my proposed revisions. If my suggestions are acceptable, please affix my e-signature to the draft. If not, please contact me to discuss.

Sincerely,
Russel

From: Roberto M. Campos [mailto:RCampos@sdfnvlaw.com]
Sent: Wednesday, December 23, 2020 4:11 PM
To: Russel J. Geist <RGeist@hutchlegal.com>
Cc: Alexander LeVeque <aleveque@sdfnvlaw.com>; Terrie Maxfield <TMaxfield@sdfnvlaw.com>
Subject: RE: 23 Partners Trust I: draft order

Hi, Russel,

Following up on this. Do we have your permission to affix your e-signature on the draft order?

Thanks,

RC

From: Roberto M. Campos
Sent: Wednesday, December 16, 2020 11:02 AM
To: 'Russel J. Geist' <RGeist@hutchlegal.com>
Cc: Alexander LeVeque <aleveque@sdfnvlaw.com>; Terrie Maxfield <TMaxfield@sdfnvlaw.com>
Subject: 23 Partners Trust I: draft order

Hello, Russel,

Please find attached for your review a draft proposed order pursuant to last week's hearing. Please let me also know of any changes, and if none, if I have your permission to affix your e-signature to the draft order.

Thanks,

Roberto

Roberto M. Campos

SOLOMON DWIGGINS & FREER, LTD.
Cheyenne West Professional Center | 9060 W. Cheyenne Avenue | Las Vegas, NV 89129
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www.linkedin.com/company/solomon-dwiggins-&-freer-ltd-

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Russel J. Geist
Partner
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HUTCHISON & STEFFEN, PLLC
(702) 385-2500
hutchlegal.com

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CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Trust of:	CASE NO: P-20-104279-T
23 Partners Trust I	DEPT. NO. Department 26

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Order was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 12/30/2020

Alexander LeVeque	aleveque@sdfnvlaw.com
Terrie Maxfield	tmaxfield@sdfnvlaw.com
Amber Anderson-Reynolds	aanderson@hutchlegal.com
Russel Geist	rgeist@hutchlegal.com
Roberto Campos	rcampos@sdfnvlaw.com
Kelly Meade	kmeade@sdfnvlaw.com

Electronically Filed
1/11/2021 5:00 PM
Steven D. Grierson
CLERK OF THE COURT

ALEXANDER G. LEVEQUE (#11183)
aleveque@sdfnvlaw.com
ROBERTO M. CAMPOS (#15189)
rcampos@sdfnvlaw.com
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: (702) 853-5483
Facsimile: (702) 853-5485

Attorneys for Joanne S. Briggs as Parent and Guardian of Julia Ann DeLuca and Alexander Ian DeLuca, Primary Beneficiaries of 23 Partners Trust I

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
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WWW.SDFNVLAW.COM
SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of 23 PARTNERS TRUST I, dated February 1, 2017	Case No.: P-20-104279-T Dept.: 26 Hearing Date: January 28, 2021 Hearing Time: 10:30 a.m.

SUPPLEMENT TO PETITION TO (1) ASSUME JURISDICTION OVER TRUST, (2) CONFIRM DOUGLAS SCOTT DELUCA AS TRUSTEE, (3) OBTAIN AN ACCOUNTING, AND (4) OBTAIN A COPY OF TRUST[1]

I.

INTRODUCTION

A trustee who never has to account to anyone is no trustee. Yet, that's the trustees' position here. Worse still, it violates the terms of the trust at issue and the intent of its creator. Consequently, the trustees' actions (and inactions) over the considerably-funded trust are shielded entirely from any scrutiny from anyone, *indefinitely*. That cannot be and is not correct.

Even if initially, after the trust's creation four years ago, the trust's terms prohibited the trustees from tipping off the child beneficiaries as to *the existence* of the trust, that is no longer the

[1] Pursuant to the Order, Dec. 30, 2020, the Court granted the Petitions to assume *in rem* jurisdiction over the Trust and confirmed Douglas Scott DeLuca and Michael T. Nedder as its Trustees. Remaining to be resolved are the Petitions for the Petitioner to obtain an accounting of the Trust and a copy of the Trust.

case. The beneficiaries, who have all along (through their mother) been receiving distributions from the trustees, have since learned of the trust's existence and now request to know more about it and their rights thereunder. This is especially important as these two beneficiaries are nearing adulthood (the oldest being a couple months from the age of majority) and attendant decisions of consequence. [redacted] As such, the trustees frustrate the intent of the trust creator—the children's deceased father—who created the trust expressly for his children. It is their money, not the uncle trustee's money nor that of the lawyer added as trustee apparently after the father's death.

Petitioner, as the beneficiaries' mother and legal guardian, respectfully requests the Court put an end to this self-serving concealment,[2] and compel the trustees provide her *merely* a copy of the trust and an accounting, pursuant to the trust's terms, Nevada law, trust law authority and fairness and common sense. [redacted], the Court should also surcharge the trustees to pay Petitioner her attorneys' fees and costs for having to bring the petition and respond to the baseless objection, and order that that the trustees shall not pay attorneys' fees and costs incurred for objecting to the Petition from the Trust .

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[2] On information and belief, the trust holds over $20 million in assets; the trustee and related fees for which likely are commensurately considerable.

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II.

ADDITIONAL FACTS[3]

A. Background

1. Joanne S. Briggs, as Parent and Guardian of Julia Ann DeLuca ("Julia") and Alexander Ian DeLuca ("Alex") as Primary Beneficiaries of 23 Partners Trust I ("Petitioner"), petitioned this Court, on September 21, 2020, to: (1) assume jurisdiction over the 23 Partners Trust I (the "Trust"); (2) confirm Douglas Scott DeLuca as Trustee of the Trust; (3) compel the Trustee of the Trust to provide an accounting of the Trust to Petitioner; and (4) compel the Trustee of the Trust to provide a copy of the Trust to Petitioner (collectively, the "Petition").

2. At the Petition's hearing on December 9, 2020, as reflected in its Order entered December 30, 2020, the Court granted the Petitions to assume *in rem* jurisdiction over the Trust and to confirm Family Trustee Douglas Scott DeLuca ("Douglas") and Independent Trustee Michael T. Nedder ("Nedder") as its Trustees (collectively, the "Trustees").[4] The Court continued the remaining Petitions (for a copy of the Trust and an accounting of the same) until January 28, 2021, by which time a complete copy of the Trust was to be provided by Nedder to Petitioner's counsel on an attorneys'-eyes-only basis. Thus, remaining to be resolved are the Petitions to share the copy of the Trust with Petitioner and to to obtain an accounting of the Trust.

3. Nedder provided Petitioner's counsel with a copy of the Trust on January 4, 2021.

4. [redacted].[5]

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[3] The facts that follow are limited to those becoming known after a copy of the Trust was provided to Petitioner's counsel.

[4] Nedder filed an Objection to the Petition. Douglas did not, and therefore waived any objection thereto.

[5] *See* Obj. to the Pet., Nov. 4, 2020 ("Obj.").

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B. The Trust's Terms

[redacted]

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[6] *See* Trust, a true and correct copy of which is attached hereto as **Exhibit 1**.

[7] [redacted]

[8] Obj., at p. 2:3-5 (Jon died leaving only two live and no deceased children, "[e]ach child is referred to as the 'primary beneficiary' of his or her trust share to be administered according to the trust terms").

[9] *E.g.*, Oshins and Associates, LLC's Steve Oshins was named Top Estate Planning Attorney in 2018 by industry authority Wealth Advisor's magazine/website.

[10] *See*, Obj., at p. 2:9-10.

[redacted]

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[redacted]

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[14] Emphases added.

[15] Such refusal also violates NRS 165.147 entitling Julia and Alex to a copy of the Trust, because they have rights to an accounting under NRS 165.1201 to 165.148, inclusive, as Petitioner asserts in her Reply, at p. 12:18-13:19.

[16] *See* Tr., Hr'g, Dec. 9, 2020, a true and correct copy of which is attached hereto as **Exhibit 2**, at p. 33:7-9 ("The existence of the Trust -- if all the confidentiality agreement says is do not make this existence known, it's been waived. It's known."); *see Id.*, at p. 22:19-23 ("If his intent was to really be confidential about this, and to really not tell them anything, he wouldn't have told them anything, but he did.").

[17] This reading is also consistent with Nevada law on so-called *silent* or *quiet* trusts that, though permitted in Nevada, the beneficiary's right to know of such trust's existence may be restricted, but only "for a period of time." NRS 163.004 ((("Except as otherwise provided by law,

[redacted]

Accordingly, the Court should not permit Nedder to wield this now-inapplicable, limited "notice of the existence of the trust" language to (i) [redacted], (ii) keep all information from Julia and Alex about the Trust their father created expressly for them, (iii) override their father's intent, as Trust creator, (iv) override well-established trust law authority, and (v) perhaps of most concern, shield Nedder's and Douglas's actions (and inactions) as trustees from those most vested in the considerably-funded Trust—the beneficiaries.

[redacted]

As the Objection concedes, NRS 165.1207(1) establishes that the requirements on the trustee to account in the form required under NRS 165.135 are set by the Trust. *See* Obj., at p. 3:12-14; *see also* NRS 165.1207(1) ("To the extent that the trust instrument does not provide otherwise," the trustee shall provide to a beneficiary an accounting that satisfies the form set out under NRS 165.135) (emphasis added). The Objection further admits that the Trust's § 5.2(A) permits and mandates that the trustees must account to beneficiaries.

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the terms of a trust instrument may expand, restrict, eliminate or otherwise vary the rights and interests of beneficiaries in any manner that is not illegal or against public policy … (a) The right to be informed of the beneficiary's interest for a period of time…"). A trust that purports to remains silent indefinitely results in forever unaccountable trustees—whose potential mismanagement could go unaddressed over years and thus be magnified irreparably. That is no trust.

[18] Nedder's counsel admits as much. *See* Ex. 2, at p. 18:24-19:2 ("When we start cutting down the terms of the Trust, we're cutting down the grantor's intent. He created this document for the benefit of his kids…").

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[redacted]

Finally, undoubtedly, Julia and Alex are presently vested beneficiaries of the Trust. Indeed, Nedder in his Objection tellingly does not deny this. His Objection further admits that the Trust

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[19] *Id.* (emphases added).

[20] Petitioner maintains that Nedder, carried out his duties akin to a corporate trustee and is also directly responsible for accounting duties under § 5.2(A). *See* Petitioner's Reply, at p. 11:20-12:3.

identifies Julia and Alex as its primary beneficiaries. Moreover, Nedder himself, along with Douglas, as Trustees, have made substantial distributions regularly from the Trust to Julia and Alex since Jon's death over two years ago. Nedder's counsel admits to the same.[21] Thus, any contention that Julia and Alex are not presently vested beneficiaries would be absurd. In sum, Julia and Alex are entitled to the accounting and inspection rights under [redacted] NRS 165.1204, and NRS 165.1207(1).

To date, Nedder has neither made the Trust's books of account and records available for inspection nor provided any accounting to Petitioner. Therefore, the Court should compel Nedder and Douglas to abide by their duties under [redacted].

C. PURSUANT TO NRS 165.180 AND TRUST LAW AUTHORITY, THIS COURT SHOULD COMPEL THE TRUSTEES TO PROVIDE AN ACCOUNTING AND A COPY OF THE TRUST TO PETITIONER

Independent of the Trust's terms, the Nevada Legislature provides Nevada District Courts with plenary authority to require trustees to account and otherwise provide information to beneficiaries, apart from NRS 165's specific provisions, and instead, as reason and fairness dictate:

> Accountability of trustees **at other times**. **This chapter [NRS 165] does not abridge the power of any court of competent jurisdiction** to require testamentary or nontestamentary trustees to file an inventory, **to account**, to exhibit the trust property, or **to give beneficiaries information** or the privilege of **inspection of trust records and papers**, **at times other than those prescribed in this chapter** …

NRS 165.180. Further, trust law authority provides similarly on the beneficiary's fundamental right of accountability:

> The beneficiary's fundamental right to have the trustee account … is not dependent on statute or on there being a provision in the terms of the trust obligating the trustee to account. … [T]he trustee is under a duty to provide detailed accountings from which the beneficiary can learn whether the trustee has performed its trust and what the current status of the trust is. Accordingly, the trustee can be compelled by the court at any time to

---

[21] *See* Ex. 2, at p. 16:11-13, and 17:10-13 ("the Trustee since August of 2018, has been providing for the needs, so to speak, of the children. The Trustee has been paying for – … this has worked very well. They've had their clothing, health, medical, dental, educational, automobile transportation, travel, gas, extra-curricular activities, entertainment expenses. ….").

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> present an account in court, where it can be subject to scrutiny by the court, as well as to review by the beneficiary and other interested parties.[22]

Indeed, "[a]ny other rule would defeat the basic purpose of the principle that a trustee is always accountable for his administration of the trust property."[23]

"In short, because there can be no fiduciary relationship without accountability, and no trust without a fiduciary relationship, the settlor of a trust cannot relieve the trustee of the fundamental duty to account."[24] And, "[f]or the beneficiary to be able to hold the trustee accountable for its administration of the trust, the beneficiary must know of the trust, the beneficiary's interest in it, its property, and how that property is being managed."[25]

Thus, as elaborated in Petitioner's Reply, the Objection's assertion that "the Court cannot direct the trustee to provide a copy of the trust to a beneficiary not entitled to an accounting under NRS 165.1201 to 165.148" is plainly incorrect under the unequivocal language of NRS 165.180, as well as trust law authority.[26] The Court therefore has bases, separate from NRS 165.1201 to 165.148, for compelling the trustees not only to provide the beneficiary with a copy of the Trust but also an accounting, under the language of NRS 165.180 and established authority on trusts, as well as the Trust's [redacted]. Because the Trustees have not yet provided Petitioner any accounting or even a copy of the Trust, and because the Court has the authority to do so, it should compel both here. Otherwise, the Trustees' acts or omissions would go unaccountable, belying any so-called trust.[27]

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[22] GEORGE G. BOGERT, ET AL., THE LAW OF TRUSTS AND TRUSTEES § 966. (June 2020).

[23] *In re Bush's Trust*, 81 N.W.2d 615, 624 (Minn. 1957) (cited in BOGERT'S § 966).

[24] BOGERT'S, § 965; *see also* RESTATEMENT (SECOND) OF TRUSTS § 173, Comment *c* (200) ("Although the terms of the trust may regulate the amount of information which the trustee must give and the frequency with which it must be given, the **beneficiary is always entitled to such information as is reasonably necessary to enable him to enforce his rights** under the trust or to prevent or redress a breach of trust.") (emphasis added).

[25] BOGERT'S, § 962.

[26] *See* Obj., at p. 4:14-16.

[27] This complete lack of unaccountability would disturb any court as it did here (Ex. 2 at p. 23:20-24:5):

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In sum, and even independent of the Trust's terms (which mandate the trustees provide Petitioner with a copy of the Trust, an accounting and inspection rights), pursuant to NRS 165.180, trust law authority and common sense, the Court should compel the Trustees to immediately provide Petitioner with a copy of the Trust, an accounting and inspection rights to the books and records.

D. THE COURT SHOULD COMPEL PAYMENT OF PETITIONER'S ATTORNEYS' FEES AND COSTS AGAINST (I) NEDDER AND DOUGLAS FOR PETITIONER HAVING TO BRING THE PETITION, AND (II) NEDDER TO PAY FOR PETITIONER HAVING TO RESPOND TO NEDDER'S BASELESS OBJECTION.

[redacted]. Fairness dictates that Nedder should be required to personally pay for such trustee-induced expenses.[28] This award is particularly warranted given that the previously concealed Trust terms leave no doubt as their meaning. Worse still, and further underscoring the need for attorneys' fees and costs here are the Objection omissions made in bad faith of the highly relevant [redacted]

> And so I guess my problem here is what? We're not allowed -- the Court's not allowed to know? You've got a trust in Nevada that's operating without any kind of supervision, no ability or no right for the beneficiaries to ever ask the Court for any kind of assistance? I mean, seriously, these trustees are allowed to just operate with impunity and that there's no right to ever even have the -- ask the Court to say, you know, is our trustees acting in our best interest or not? I mean, I just find that really odd. … That would never be the intention of Nevada law or of this settlor, seems bizarre.

[28] *See* NRS 153.031(3)(b)("If the court grants any relief to the petition, the court, may, in its discretion, order any or all of the following additional relief is appropriate to redress or avoid an injustice: … (b) Order the trustee to pay the petition or any other party all reasonable costs incurred by the party to adjudicate the affairs of the trust pursuant to this section, including, without limitation, reasonable attorney's fees. The trustee may not be held personally liable for the payment of such costs unless the court determines that the trustee was negligent in the performance of or breached his or her fiduciary duties."); and EDCR 7.60(b)(1)("The court may, after notice and an opportunity to be heard, impose upon an attorney or a party any and all sanctions which may, under the facts of the case, be reasonable, including the imposition of fines, costs or attorney's fees when an attorney or a party without just cause: (1) Presents to the court a motion or an opposition which is obviously frivolous, unnecessary, or unwarranted.").

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[redacted]

For these reasons, Petitioner respectfully requests that the Court compel the Trustees to personally pay for Petitioner's associated attorneys' fees and costs, and to reimburse the Trust any attorneys' fees and costs paid by Nedder to the law firm Hutchison & Steffen that were used to advance Nedder's meritless Objection.

IV.

CONCLUSION

WHEREFORE, Petitioner requests that after hearing the matters of this Petition, this Court find that notice of the time and place of such hearing has been given in the manner required by law, and that this Court make and enter its Orders and Decrees, pursuant to NRS 153.031(l), 153.041, 163.4185(2), 164.005, 164.010, 164.015, 164.038(5), 165.1207(1)(a), 165.135, 165.147, 165.180 and [redacted] and any other applicable provision of the Trust, as follows:

1. Compel the Trustees to provide an Accounting of the Trust to Petitioner in accordance with Chapter 165 of the Nevada Revised Statutes and [redacted];

2. Compel the Trustees to provide a complete copy of the Trust, including all amendments, if any, to Petitioner;

3. Compel Nedder to personally pay Petitioner her attorneys' fees and costs for having to file this Motion and respond to the Objection;

4. Compel Nedder to reimburse the Trust for any attorneys' fees and costs paid by the Trust to the law firm Hutchison & Steffen, PLLC which were used to draft, file, and argue Nedder's meritless Objection; and

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5. For such other and further relief as the Court deems proper.

DATED this 11th day of January, 2021.

SOLOMON DWIGGINS & FREER, LTD.

By: */s/ Roberto M. Campos*

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Attorneys for Joanne S. Briggs
as Parent and Guardian of
Julia Ann DeLuca and Alexander Ian DeLuca
as Primary Beneficiaries of 23 Partners Trust I

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CERTIFICATE OF SERVICE

PURSUANT to NRCP 5(b), I HEREBY CERTIFY that on January 11, 2021, I served a true and correct copy of the **SUPPLEMENT TO PETITION TO (1) ASSUME JURISDICTION OVER TRUST, (2) CONFIRM DOUGLAS SCOTT DELUCA AS TRUSTEE, (3) OBTAIN AN ACCOUNTING, AND (4) OBTAIN A COPY OF TRUST** to the following in the manner set forth below:

Via:

[____] Hand Delivery

[XX] U.S. Mail, Postage Prepaid

Douglas Scott DeLuca
2002 Mohican Court
Cheswick, PA 15024

[____] Certified Mail, Receipt No.: _____

[____] Return Receipt Request

[XX] E-Service through the Odyssey eFileNV/Nevada E-File and Serve System, as follows:

Russel J. Geist
Hutchison & Steffen, PLLC
Peccole Professional Park
10080 West Alta Drive, Suite 200
Las Vegas, Nevada 89145
rgeist@hutchlegal.com
Attorneys for Michael T. Nedder, Independent Trustee

/s/ Terrie Maxfield
An Employee of Solomon Dwiggins & Freer, Ltd.

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EXHIBIT 1

TRUST AGREEMENT

FOR

23 PARTNERS TRUST I

Prepared by:

LAW OFFICES OF

OSHINS & ASSOCIATES, LLC

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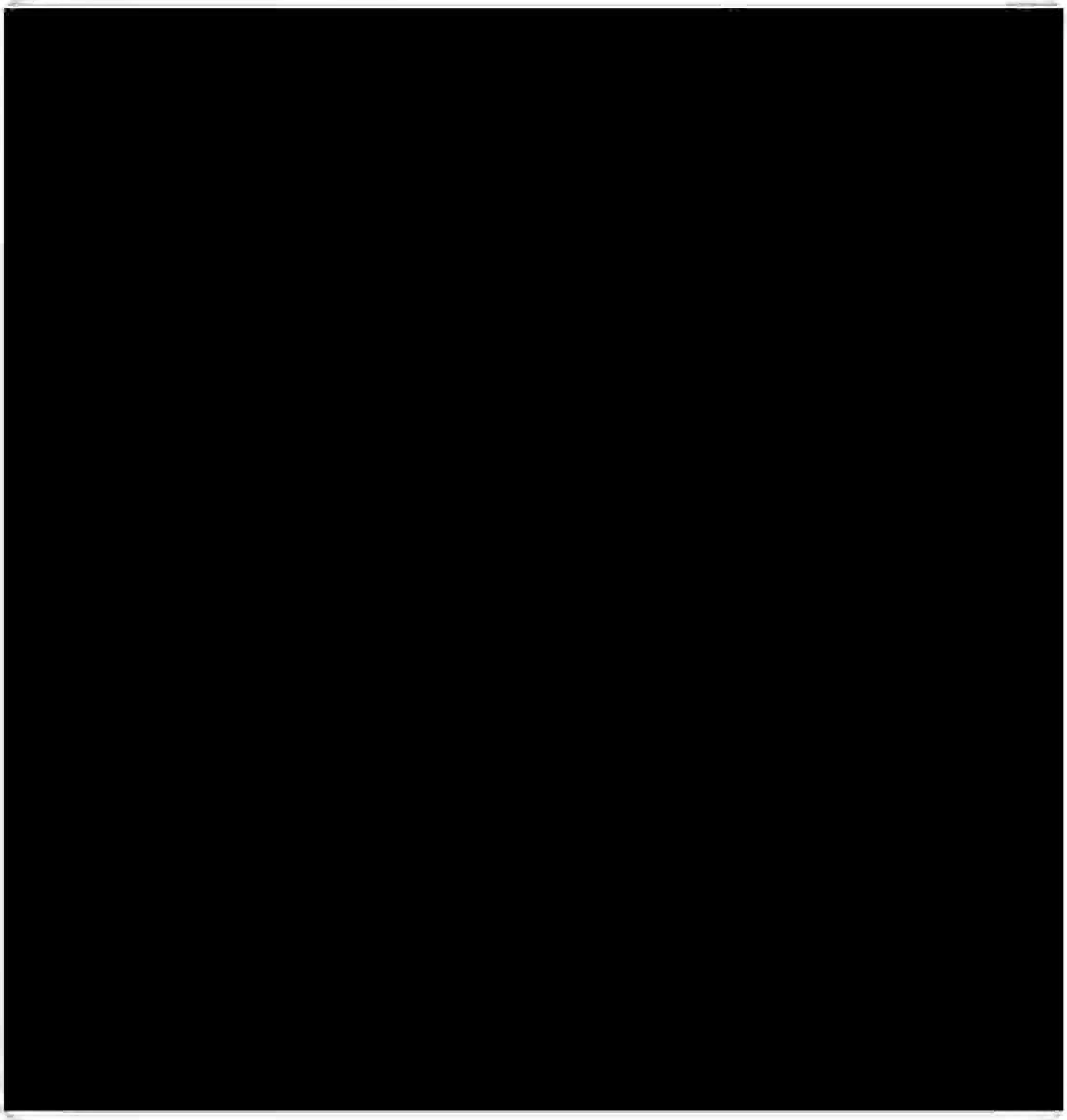
23 PARTNERS TRUST I

[redacted]



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[redacted]

[redacted]

[redacted]

[redacted]

EXHIBIT 2

Electronically Filed
1/11/2021 11:10 AM
Steven D. Grierson
CLERK OF THE COURT

RTRAN

DISTRICT COURT

CLARK COUNTY, NEVADA

IN THE MATTER OF THE TRUST OF: 23 PARTNERS TRUST 1	CASE#: P-20-104279-T DEPT. XXVI

BEFORE THE HONORABLE GLORIA STURMAN
DISTRICT COURT JUDGE

WEDNESDAY, DECEMBER 9, 2020

RECORDER'S TRANSCRIPT OF PENDING MOTION

APPEARANCES VIA BLUEJEANS:

For the Petitioner:	ALEX G. LEVEQUE, ESQ. ROBERTO MARIO CAMPOS, ESQ.
For the Trustee Michael T. Nedder:	RUSSEL J. GEIST, ESQ.

RECORDED BY: KERRY ESPARZA, COURT RECORDER

1 Las Vegas, Nevada, Wednesday, December 9, 2020

2

3 [Case called at 10:07 a.m.]

4 MR. GEIST: -- on behalf of Michael Nedder, independent

5 trustee of the Trust.

6 THE COURT: Thanks. Okay.

7 MR. CAMPOS: Good morning, Your Honor. This is Robert

8 Campos also appearing, representing Joanne Briggs.

9 THE COURT: Thank you.

10 THE COURT RECORDER: Mr. Campos, can you increase your

11 volume, please, on the audio.

12 MR. CAMPOS: Yes, is that directed -- this is Roberto

13 Campos. Did you --

14 THE COURT RECORDER: Yes, much better.

15 MR. CAMPOS: -- did you not hear --

16 THE COURT RECORDER: Thank you. Yes, thank you.

17 MR. CAMPOS: Okay. Thank you.

18 THE COURT: Great. Okay. So we're here today, this is a

19 petition to -- there's an objection here. We have petition to assume

20 jurisdiction. And so, I guess, my question is there an objection on that

21 one? Then to confirm Douglas Scott De Luca as Trustee, obtain an

22 accounting, and obtain a copy of the Trust.

23 So this was requested to have a hearing because all of these

24 issues just needed to be briefed. So we're here now for the actual

25 hearing on the petition.

1 And so, we'll start with the Petitioners. And based on the
2 review of the petition, Mr. LeVeque, any issues -- of the four subparts of
3 your petition, do we have any issues that basically we don't need to
4 discuss any further? Do you want to take them one at a time and have
5 everybody argue each separately one at a time, or do you want to argue
6 the whole thing at once? What's your preference?
7 MR. LEVEQUE: Thank you, Your Honor. I think my
8 preference is to argue everything at once because there --
9 THE COURT: Okay.
10 MR. LEVEQUE: -- there is -- there appears an objection as to
11 assuming jurisdiction over the Trust. I should note for the record that
12 my client Joanne Briggs is appearing today via BlueJeans.
13 THE COURT: Okay.
14 MR. LEVEQUE: So she will be listening in.
15 THE COURT: Great.
16 MR. LEVEQUE: Your Honor, a trustee who doesn't have to
17 account to anyone is no trustee at all. And in this axiom as succinctly
18 stated in *Bogarts* [phonetic] at both Section 965 and 966.
19 965 states, in short because there can be no fiduciary
20 relationship without accountability, and no trust without a fiduciary
21 relationship, the settlor of a trust cannot relieve the trustee of the
22 fundamental duty to account. And *Bogarts* goes on in 966 to say, that
23 the beneficiary's fundamental right to have the trustee account is not
24 dependent on statute or there being a provision in the terms of the trust,
25 obligating the trustee to account. The trustee is under a duty to provide

1 detailed accountings from which the current beneficiary can learn
2 whether the trustee has performed its trust and what the current status
3 of the trust is.
4 Nevada, Your Honor, has codified this common law, and it
5 did so, I believe, in 1995, and it's codified as part of our Uniform
6 Accounting Act at Section 165.180, which I'll pull up, assuming my share
7 screen works. There it goes. Okay.
8 THE COURT: Yeah.
9 MR. LEVEQUE: The bottom statute here on this PDF is
10 165.180, which, again, essentially codifies the common law as stated in
11 *Bogarts*, which says that this chapter does not abridge the power of any
12 court of competent jurisdiction to require testamentary or non-
13 testamentary trustees to file inventory to account and to exhibit the trust
14 property, or to give beneficiaries information for the privilege of
15 inspection of trust records and papers at times other than those
16 prescribed in this chapter, or abridge the power of the court for cause
17 shown to excuse a trustee from forming any duties imposed on the
18 trustee by this chapter.
19 Your Honor, the gist of this petition is really to seek both
20 information and accountability. My client is the mother of the two minor
21 children, Julia and Alex. Julia is 17 and Alex is 15. And the trust at issue
22 here was a trust that was set up by their father, and it was set up,
23 apparently, in August of 2017, and we know a lot about this trust already.
24 We know that John passed away on July 14 of 2018, and about a month
25 before he passed away, he disclosed significant information about this

Maukele Transcribers, LLC, Email: maukele@hawaii.rr.com / Tel: (808)298-8633

1 trust to his ex-wife, Jo. And I didn't include this in the petition, Your
2 Honor, but Jo was very much involved taking care of John during the
3 last months of his life because of the desire to maintain as much of a
4 nuclear family as possible during those last few months.
5 And John disclosed to Jo, not only the recorded
6 conversation that we've transcribed that occurred on May 24, 2018,
7 between John and Mr. Nedder who, I guess, is the independent trustee
8 of this trust, but he also disclosed a list of assets and a flow chart for the
9 actual estate planning and how this trust was supposed to be funded.
10 And I'm going to try pulling that up right now as well. And this, for the
11 record, has been attached as Exhibit 2, I believe, to our reply.
12 What we know about John's goals and desires here, and this
13 is gleaned from both the recorded conversation, this estate plan flow
14 chart, and the objection that was filed by Mr. Nedder, and just
15 discussions that Mr. Nedder's office and the other co-trustee, the uncle,
16 had had with the kids and Jo since John passed. And that is that
17 approximately 9 to $10 million -- actually, it was 18 to $20 million was
18 used to fund this trust coming from insurance -- life insurance proceeds,
19 brokerage accounts, and other assets. And the idea was 50 percent of
20 those assets, between 9 and 10 million, was to be for the benefit of each
21 of the children.
22 And for a period of time, requests were made to the Trustee
23 for distributions for the kids' educational needs, their extracurricular
24 activities. But what was never really provided was an element of
25 transparency with regard to how these assets were being invested, how

1 much these trustees were being paid, whether attorneys were being
2 paid, and the best that the Trustee was willing to offer, prior to the
3 petition being filed was having a sit down with the two minor kids, not
4 Ms. Briggs, the custodial parent, and giving them a summary of the
5 Trust.
6 And it's not clear in the email correspondence that was
7 attached as to whether that was to be an oral summary or a written
8 summary, but we know something that have been admitted to in the
9 objection regarding this accounting issue. And one is that there is a duty
10 to account. According to the objection, Section 5.2A of this Trust, which
11 we haven't seen, so we're just, you know, going on the representations
12 of counsel, is that the Trustee shall make the books of account and
13 records of the Trust available for inspection by vested income and
14 principal beneficiaries of the Trust. So there is, apparently, a duty to
15 account to vested income and principal beneficiaries, which we have to
16 assume the children are.
17 There's an allegation, and yet we haven't seen the Trust, that
18 that duty can be satisfied by providing a summary of financial
19 transactions. And I would imagine that that type of summary, although
20 it might not have to comport with 165.135, would have to provide
21 sufficient information to see where assets were being invested, where
22 fees were being paid, if they were being paid, how distributions were
23 being made, to provide that transparency, which every trustee on this
24 planet is required to do in some form or fashion. So that's kind of what
25 prompted the petition is my client -- you know, she just -- she wants to

1 know what's going on with this Trust because this Trust is for her two
2 children.
3 Some of the arguments that are made -- and by the way,
4 before I get to the actual arguments in the objection, I should note that,
5 you know, just a few days after we filed this petition, an $18,000 stop
6 payment on a check was issued, presumably by the Trustee, that was
7 issued to my client for reimbursement of Trust expenses, and then the
8 credit cards that were issued to the kids started to decline. So I don't
9 know if that was a coincidence or not, but certainly it begs the question
10 of some sort of retaliatory action that the Trustee undertook once this
11 petition was filed.
12 With regard to the specific arguments that are advanced by
13 the Trustee, one is they say, well, there's no obligation to provide a copy
14 of the Trust. And, again, we're relying on representations of counsel, but
15 they say that Section 5.1E of this Trust says the Trustee is not to provide
16 notice of the existence of the Trust. Well, that's kind of a moot point, and
17 it's waived, Your Honor, because everyone knows of the existence of the
18 Trust. The existence of the Trust is known by the minors, through
19 communications with the Trustees, and it was disclosed by John to Jo in
20 mid-June of 2018, by way of that recorded conversation and this estate
21 plan flow chart that I have up right now.
22 So if the issue is, well, the Trustees are not allowed to
23 provide notice of the existence, that's -- the cat's out of the bag there.
24 We don't know if the confidentiality provision extends beyond that. I
25 have to imagine it doesn't, because it wasn't stated in the objection, and

1 we can only go off what's being represented in that objection. But in any
2 case, Your Honor, if there is additional silent trust provisions, those are
3 narrowly construed under the law. And even though Nevada recognizes
4 that under -- it was -- one second here.
5 Even under 163.004, which does allow a trust to restrict a
6 beneficiary's right to be informed about their interest, it could only be for
7 a period of time under subsection 1A of that statute. But, more
8 importantly, in this case, Your Honor, we know what the beneficiary's
9 interest in this Trust is. We know that it's between 9 and $10 million so,
10 again, that's been waived. And we don't have any arguments that there
11 are any other confidential provisions other than a general prohibition to
12 not disclose the existence of the Trust, which is, again, out the door.
13 The other arguments -- the primary argument that's being
14 made in the objection, Your Honor, is that the standard for distributions
15 is a purely discretionary standard. And all we have is a citation to the
16 Trust that we don't have, where the objection states that it's
17 discretionary distributions for, quote, "the benefit, care, comfort,
18 enjoyment, or for any other purposes." And that's apparently under
19 Section 3.2.1 of the Trust. Well, what we don't have in the objection is
20 the predicate language before that clause, which should state a may or
21 shall. We don't know. Obviously, if it's a shall, that would be a
22 mandatory standard where there would, unequivocally, a duty to
23 account under 1207 of Chapter 165, but again, we don't know.
24 To that point though, Your Honor -- and I addressed this in
25 the beginning of my argument, is that even if the standard was purely

1 discretionary, 165.180, gives this Court plenary authority to order an
2 accounting notwithstanding that provision. And, you know, the Court
3 brought up at the status check about a month ago the *Amicon* decision,
4 and I read the *Amicon* decision, and it's unpublished for one, but
5 interestingly, no one in the appellate briefs, because I read the briefing,
6 and I also read the decision, brought up 165.180, and that might be why
7 it was unpublished, I don't know. But certainly, 165.180 would give this
8 Court -- does give this Court discretion, notwithstanding there being the
9 discretionary standard.
10 The other --
11 THE COURT: And the difference there, also, what we had,
12 that was a non-testamentary trust. This is --
13 MR. LEVEQUE: Right.
14 THE COURT: -- testamentary, and so, to me -- because they
15 make it very clear that that was a non-testamentary trust that the father
16 had set up for his daughters, administered by some third-party. And so
17 here though, dad's gone. Unfortunately, sadly, I'm sorry that these kids
18 have lost their father --
19 MR. LEVEQUE: Yes.
20 THE COURT: -- but he left them this Trust. And he -- so, as
21 you say, somebody has some sort of discretion to do something to make
22 sure his kids are cared for.
23 MR. LEVEQUE: Yes, Your Honor. That's a great point. It is,
24 technically, a non-testamentary trust, but I think that the point that
25 Court's making, which is a good one, is in *Amicon* dad was still alive.

1 THE COURT: Correct.

2 MR. LEVEQUE: Here, dad's gone and, obviously, dad, when
3 he's alive, can have full discretionary powers, right. I mean, that's -- you
4 know, he's dad.

5 The other two ways that *Amicon* is distinguished from the
6 current situation is that, unlike *Amicon*, there is a duty to account under
7 the express terms of the trust. And number three, Your Honor, is that
8 *Amicon*, in the decision, there was this issue of whether the future
9 remainder interest to the beneficiaries was mandatory or discretionary,
10 because Your Honor, at the lower court level, determined that because
11 there was a future discretionary interest -- excuse me, a future remainder
12 interest, that it wouldn't be necessarily just complete discretionary. And
13 the Supreme Court said, no, even the future remainder interest is
14 discretionary.

15 In this case, Your Honor, what we can glean from the
16 recorded transcript between Mr. Nedder and Mr. DeLuca, and I'm going
17 to pull this up -- and this is the transcript from the recording that was
18 provided to my client. Just give me one second here. Okay.

19 I highlighted a portion of the transcript, which is page 29,
20 lines 10 through 15. But there is this discussion between Mr. Nedder and
21 Mr. DeLuca about how long the trust would go on for. And Mr. Nedder,
22 starting on line 7 says,

23 "Yeah, it's got some weird chips in it that allow those
24 provisions for your grandchildren at 23." I think he's talking about the
25 rule against perpetuities. "But I think with good planning and talking to

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1 the kids, we'll do some appointments and get it pushed off for a few
2 more generations. I mean, it's really going to be a function of what it
3 looks like, right?" Here's the key language. "So if there is irresponsible
4 spending, and the kids become 18, and they fire all the trustees, you
5 know, pillage of the trust and there's nothing left, then there's no reason
6 to try to extend it out. But if it goes as it should, I don't see any reason
7 why it wouldn't, then we'll talk to the kids and say, you got enough
8 money, let's push it out a couple more generations, rather than you
9 taking this and directly start giving it to your kids."
10 What it sounds like to me, Your Honor, is that this Trust at
11 some point -- I don't know if it's the age of majority or some time
12 thereafter -- these kids get an absolute right to the trust corpus. And if
13 that's the case, then *Amicon* is completely distinguishable for a third
14 reason, which is there was probably some sort of mandatory
15 discretionary standard once the kids reach a certain age.
16 Also interesting in this, Your Honor, is that there's a
17 discussion about the kids have a right to fire the trustees when they
18 become 18. Again, we don't know if that actually became part of the
19 Trust, but if it is, it certainly is relevant here, because Julia, the 17-year-
20 old, turns 18 pretty darn soon, and she may have a right to fire all these
21 trustees. Again, we don't know.
22 So that's really -- I kind of digressed there on *Amicon* to
23 show why it's distinguishable. And I copied -- I covered the issue of the
24 copy of the trust. I covered the duty to account. There's a duty to
25 account under the Trust. The Court has plenary authority under 165.180.

1 Finally, Your Honor, there's just -- this was sort of raised as a
2 request for affirmative relief in the objection even though there no
3 counter petition, but I'm going to have to respond to it anyway. They
4 bury in their objection this request that the Court declare that the
5 Trustees have sole, absolute, and unreviewable discretion, and that the
6 Trustee has no duty to act reasonably in the exercise of that discretion
7 under 163.419(2). Okay, lots of problems there.
8 First of all, it creates a due process issue. How can such
9 relief be obtained without affording the beneficiaries an opportunity to
10 defend it, which requires disclosure of the Trust instrument. That's
11 number one.
12 Number two, is that conveniently omitted from the objection
13 is subsection 1 of that statute, which says that a court may review a
14 trustee's exercise of discretion concerning a discretionary interest, if the
15 trustee acts dishonestly, with bad faith, and with willful misconduct. So
16 even if their representations are correct, that this is purely discretionary,
17 this Court still has the power to review exercise of discretion to see if the
18 trustees have acted in good faith, or they acted with misconduct, or they
19 acted dishonestly.
20 So we're no where near -- if that is a firm request for relief in
21 that objection, we're no where near that point because of the due
22 process issues and this Court's ability to review actions by the Trustee
23 that, again, we don't know because no accounting has been provided.
24 With that, Your Honor, unless you have any questions for
25 me, I'll reserve time for a reply, but I think that covers everything.

1 THE COURT: Okay. Thank you. Mr. Geist.
2 MR. GEIST: Thank you, Your Honor. With respect to the
3 petition for this Court to take jurisdiction over the Trust, our objection is
4 limited in that their request for relief is to compel an accounting and
5 compel the delivery of a copy of a Trust, both of which are not permitted
6 under the statute and not permitted under the terms of the Trust.
7 So we don't object to the Court's jurisdiction, obviously.
8 THE COURT: I'm sorry. Can we have people mute their mic
9 if they're not speaking?
10 THE COURT RECORDER: Thank you, Judge.
11 THE COURT: We had some interference. Sorry about that.
12 Thank you. Sorry.
13 MR. GEIST: Thank you, Your Honor. But with respect to the
14 substantive issues that they raise in their petition, beginning with the
15 request for the accounting, first of all, again, as pointed out in our
16 opposition, the Independent Trustee did offer to provide a written
17 summary. Indicated that the drafting attorney had prepared a, you
18 know, roughly two or three page summary of their trust terms and
19 interest and offered to provide that to the beneficiaries, sit down with
20 them, go over it. They declined and said, no, we want an accounting.
21 We want an accounting.
22 Interesting for minor children when contacting the
23 independent attorney to have specific requests for financial accountings
24 indicating it was probably not coming from them. But, nevertheless, this
25 offer was extended, offered to sit down and schedule a time to go over

1 finances with them and was never taken up by the beneficiaries.
2 With respect to the children's interest under the Trust,
3 Petitioner's argument is long on speculation, long on recitation to either
4 not Nevada law, such as *Bogarts*, or Nevada law that's not necessarily
5 applicable to this specific Trust where the terms are explicit. The axiom
6 that *Bogarts* has about trustee accountability is fine, except where it's
7 not -- except where it runs afoul of Nevada law where a trustee is not
8 required to account to a beneficiary of a trust when that beneficiary
9 interest is purely discretionary.
10 Now we did put in our objection, the recitation of the
11 discretionary interest, and I'll make an offer of proof that it is a
12 completely discretionary -- there is no mandatory language. There is no
13 shall, as Mr. LeVeque says. The only thing the Trust does is gives the
14 Independent Trustee the sole power and the -- let's see -- the power, the
15 exercise of which is completely binding on all of the interested persons
16 to distribute for, and I quoted the language, "the benefit, enjoyment, or
17 use of the beneficiaries."
18 Now there shouldn't be any confusion as to whether or not
19 that's a support interest, because Nevada law is clear. NRS 163.418(5)
20 indicates that a support -- subsection 1(b), indicates "a support interest is
21 if the trustee is required to make distributions to the beneficiary pursuant
22 to an ascertainable standard." The phrase ascertainable standard is not
23 left without its definition, which is in subsection 4. It says, "as used in
24 this section, ascertainable standard means a standard relating to a
25 person's health, education, support, or maintenance within the meaning

1 of Section 2041(b)(1)(A) or 2514(c)(1) of the Internal Revenue Code." It's
2 the classic HEMS standard that Nevada says if that is invoked, then that
3 is a support standard.
4 In this case, there is no support standard. It is purely
5 discretionary. And under NRS 163.419, a beneficiary who has a
6 discretionary interest in a trust does not have an enforceable right to a
7 distribution from a trust, is the language of the statute. So the
8 beneficiaries have an interest. It's purely within the discretion of the
9 trustee. They cannot compel, under Nevada law, a distribution from the
10 trust for health, education, maintenance, support, or for any reason. The
11 language of the trust in Nevada law supports that.
12 The requirement to provide a copy of the trust, again, follows
13 Nevada law. NRS 165.417, compels a trustee to give to a beneficiary
14 who is entitled to an accounting a copy of the trust. In this case, under
15 Nevada law, the beneficiaries are not entitled to an accounting. Now Mr.
16 LeVeque also tries to invoke the Section 5.2 of the Trust, which we
17 referred to, to say that there is -- there is direction in the Trust that a
18 corporate trustee will make the books and records of the Trust available
19 for inspection to an income -- to a vested income, principal, and
20 remainder beneficiary of the trust. That doesn't equal an accounting.
21 That doesn't mean that there is a right to compel full accounting under
22 NRS 165. It just says, books and records shall be available for
23 inspection.
24 Now, again, I will go back to what we pointed out in our
25 objection, that that was offered to the beneficiaries in this case. That that

1 summary of the financial transactions, the books and records of the
2 Trust, was offered to them. Notwithstanding the fact that we don't
3 believe that the Trustee was required to do so. These beneficiaries are
4 not vested income, principal, or remainder beneficiaries. They are
5 simply discretionary beneficiaries. They cannot compel a distribution of
6 income. They cannot compel a distribution of principal. They cannot
7 say that they are remainder beneficiaries. They are the lifetime,
8 completely discretionary beneficiaries of the Trust.
9 With respect to the other issues that were raised by
10 Petitioner in reply, but not in the petition regarding the intent of the Trust
11 and what has been happening with the administration of the Trust, the
12 Trustee since August of 2018, has been providing for the needs, so to
13 speak, of the children. The Trustee has been paying for --
14 THE COURT: How is this working? I mean that's, I guess,
15 what I'm concerned about, because while dad was alive, I understand it,
16 but upon dad's death, then you've got this third-party who, I don't know
17 if he knows anything about kids. And so that's why I was wondering,
18 because we've got this provision for a family trustee. I'm assuming
19 before dad's death it was dad. We don't know, because we haven't seen
20 the Trust. But then it's to be -- I guess it was his brother?
21 MR. GEIST: Correct, Your Honor. And to be clear, from the
22 beginning, from this Trust's inception, dad was not a trustee. Dad had
23 no discretion.
24 THE COURT: Uh-huh.
25 MR. GEIST: Dad set up this trust so that Doug DeLuca, his

1 brother, was the family trustee --
2 THE COURT: Uh-huh. Okay.
3 MR. GEIST: -- and named an independent trustee to make
4 these distributions. The grantor, John, specifically didn't name his
5 children's mother as the independent trustee. Not that he didn't trust
6 her, not that she's not a good mom, as it seemed to be indicated that
7 there was that kind of allegation in the reply, but simply he wanted
8 someone else to carry out his wishes and, therefore, he named an
9 independent trustee.
10 But again, since 2018, this has worked very well. They've
11 had their clothing, health, medical, dental, educational, automobile
12 transportation, travel, gas, extra-curricular activities, entertainment
13 expenses. Ms. Briggs, the Petitioner, Julia DeLuca, and Alexander
14 DeLuca, all have their own credit cards that they can charge expenses
15 on, and they do so frequently. And as of recently, some of those
16 expenses have been triggering fraud warnings and other warnings at the
17 credit card issuer, which has caused these cards to be shut down. The
18 allegation from Mr. LeVeque that this is some kind of retaliatory action
19 on behalf of the Trustee is simply false. There's no indication that that's
20 actually coming from the credit card company.
21 In addition to that, the Trust Estate has been paying $7200 a
22 month to the Petitioner for apportioned housing expenses for the
23 children, and it's -- I believe it's paid on the 15th of every month. In
24 addition -- so between that. Between the credit card expenses that they
25 pay, the $7200 a month, that's about $20,000 or so. There's about $1260

1 in automobile and automobile insurance.

2 In addition to that, Ms. Briggs submits requests for

3 reimbursement for additional expenses that she would like to have paid

4 and that has been taken care of until recently. Those expenses have

5 been getting larger and larger, I believe, at the end of last year. There

6 was about a $17,000 request for reimbursement on top of all of that,

7 which was paid, but then a direction that anything over 2,000 for --

8 $2,000 for reimbursements, they would like to have some kind of notice

9 in advance that these expenses were being incurred.

10 To do anything otherwise, Your Honor, and this is somewhat

11 of a tangent, but they raised it in their reply, and so I feel I need to

12 respond to it. To do anything otherwise, is taking the discretion out of

13 the Independent Trustee who, under the terms of the Trust, has that

14 discretion and putting it in the hands of Petitioner, which is explicitly not

15 what the grantor intended when he created this Trust.

16 It should be noted that there is a lawsuit on this Trust and on

17 the Estate going on in Connecticut, and at the end of November there

18 was actually a hearing on that $18,000 reimbursement that the stop

19 payment was issued on, and the Court declined to compel the

20 reinstatement of that $18,000 and actually wanted to see from Petitioner,

21 the receipts and other things that supported that, just like the

22 Independent Trustee was asking for when the stop payment happened.

23 So I think it's working well as long as the terms of the Trust

24 are respected. When we start cutting down the terms of the Trust, we're

25 cutting down the grantor's intent. He created this document for the

1 benefit of his kids and that's -- as I said, that's been working very well to
2 the tune of about $20,000 a month, on top of the additional
3 reimbursement expenses that Petitioner is requesting. There hasn't
4 been any kind of intent to retaliate against this. The credit card -- the
5 credit card problem with these charges triggering fraud warnings, from
6 my understanding, has been happening throughout this year and
7 particularly that's Alex's card for some of the expenses that are
8 purchases on that one.
9 So, in essence, Your Honor, I believe the *Amicon* case really
10 more squarely aligns with this case than Petitioner's counsel admits,
11 because this is not a support interest in the future. This is a lifetime
12 completely discretionary interest for these kids. It was set up from the
13 beginning that Mr. DeLuca would turn over these assets to his trustees
14 that he has designated to administer it according to the terms of the
15 trust. There was never an intent that third-parties, who weren't trustees,
16 would have the ability to undercut the discretion hours that are specific
17 in the Trust document itself.
18 And the Court, in *Amicon*, as this Court is well aware,
19 indicated that the present interest is discretionary interest, just like it
20 was in *Amicon*. The present interest states that the Trustee may provide
21 parts of the income and principal to the beneficiary at his discretion, just
22 like in *Amicon*. In *Amicon*, there was a future remainder interest that
23 was required to be distributed but had a discretionary component.
24 That's not a provision of this Trust. It is completely
25 discretionary throughout the lifetime of these beneficiaries. We believe

1 that this was, again, being administered amicably until these recent
2 litigation actions started to crop up. And again, the offer to provide
3 these financial summaries predated this litigation. It was out there. It
4 was never taken up. There is a guardian ad litem that's assigned to the
5 kids in the Connecticut case, who I believe is representing their interest
6 in that, and I think there's a push between the guardian ad litems and the
7 trustees to try and get the parties, who have an interest in this trust, in
8 the room to go over these issues and try and get them to understand this
9 is what they're -- under the terms of the Trust, not some separate
10 document that is brought in by Petitioner. But under the terms of the
11 Trust that was signed by the grantor, this is what he intended the
12 administration of his estate to be.
13 And with that, we would submit this to the Court that the
14 petition should be denied.
15 THE COURT: Okay. So moving through these issues one at
16 a time, I mean, I guess -- because we have these four specific requests,
17 which all seem to be somewhat different. Now I'm not exactly sure -- I
18 know that Julia is close to being 18. Would we have the same
19 arguments with respect to Julia if she were 18?
20 MR. GEIST: Are you asking the Trustee, Your Honor?
21 THE COURT: Yeah.
22 MR. GEIST: Yes. Yes. Her interest doesn't change once she
23 reaches the age of 19. I will look and see if there is any kind of provision
24 to see if there's the ability to remove a trustee or not and, if so, at what
25 age.

1 THE COURT: Right. It's just odd that that would even have
2 been mentioned in this tape recorded conversation if it weren't a thing.
3 And so the *Amicon* case, they had the trust. And that's why I'm a little
4 confused here about why they would not be entitled to a copy of the
5 Trust. And at least, I would think, when Julia turns 18, she's an adult,
6 under the law, and therefore entitled to information, I would think.
7 So I was trying to work my way through these questions.
8 And so what I'm not clear on is -- well, I'm not clear on why there's
9 anything going on in Connecticut at all. So if Doug is the family trustee,
10 and he always was the family trustee, the request is to confirm Douglas
11 Scott DeLuca as family trustee, and I didn't see anything with respect to
12 whoever Mr. Nedder is. I don't know who Mr. Nedder is. Some third-
13 party, apparently.
14 MR. LEVEQUE: He's apparently an independent trustee, Your
15 Honor.
16 MR. GEIST: He is the independent trustee.
17 MR. LEVEQUE: We sought to confirm Doug because that's
18 the only trustee that we knew was a trustee, and then in the objection it
19 was disclosed that Mr. Nedder was apparently also the independent
20 trustee.
21 Your Honor, may I take a few minutes just to respond to a
22 few things that --
23 THE COURT: No, I had more -- well, I had more questions for
24 Mr. Geist.
25 MR. LEVEQUE: Oh, okay. Then I'll shut up then.

1 THE COURT: I have questions. So, again, now keeping in
2 mind *Amicon*, and this is what, for me, where we have this -- a difference
3 is -- and, again, because we don't know what the Trust says, we're -- you
4 know, this is kind of like, you know, we're in the dark here. In *Amicon*,
5 this was -- you know, dad was still alive, dad was still very much -- I
6 mean, there was like no question, but he had set up this irrevocable trust
7 for tax reasons for his two daughters as part of the divorce.
8 And so here, unfortunately, these kids lost their father. And
9 so even though he may be not -- had not been managing the money,
10 nevertheless, he is now deceased. And so we have no way of knowing --
11 I mean, was he ever a beneficiary of this Trust? Was this Trust only for
12 these children? All of these things are just -- it's just impossible to know.
13 And, you know, there's this hiding behind this idea that, well, there's this
14 confidentiality provision, which I kind of agree with Mr. LeVeque on this
15 one, it's like, okay, well he may have put that in there, there may be
16 some language that's in there, but when, as a matter of fact, he himself
17 disclosed it.
18 You know, because isn't that what we're trying to effectuate
19 is his intent? If his intent was to really be confidential about this, and to
20 really not tell them anything, he wouldn't have told them anything, but
21 he did. And so isn't that really a manifestation of his intent? And isn't it
22 clear from his intent that he wanted his family to know that even as he
23 was dying, he had provided for them? And they were going to be okay.
24 And, you know, his brother was going to make sure they were okay. And
25 there was somebody else out there, some independent trustee who was,

1 I don't know, managing the money or whatever, but, you know, they
2 would be okay, because he had taken care of this.
3 And, you know, so you've got these kids, I'm assuming one
4 of whom is getting close to college age, assuming we can ever go back
5 to college, and so she's probably concerned about, you know, what's
6 going to happen when I apply to college. And that's why, for me, it just
7 seems odd that the argument would be that she has no right to know,
8 when -- I don't know how old -- I don't remember now the ages of these
9 children.
10 So I guess that's just my concern, is that it's a Nevada trust.
11 It's to be administered in Nevada. I don't know what's going on in
12 Connecticut. Whatever is going on in Connecticut is their problem. I
13 don't know what it has to do with me. So my concern is here we have a
14 Nevada trust, and we're being told you're not entitled to know anything
15 about that trust. You know, in *Amicon*, at least they knew what the trust
16 provided for and, you know, asked for this relief. The Court ultimately
17 said, no, you're still discretionary, but they were very specific about it
18 was a non-testamentary trust and dad was still alive. So I guess -- and
19 that churned on this concept of an irrevocable trust.
20 And so I guess my problem here is what? We're not allowed
21 -- the Court's not allowed to know? You've got a trust in Nevada that's
22 operating without any kind of supervision, no ability or no right for the
23 beneficiaries to ever ask the Court for any kind of assistance? I mean,
24 seriously, these trustees are allowed to just operate with impunity and
25 that there's no right to ever even have the -- ask the Court to say, you

1 know, is our trustees acting in our best interest or not? I mean, I just find
2 that really odd.
3 MR. GEIST: Yeah.
4 THE COURT: That would never be the intention of Nevada
5 law or of this settlor, seems bizarre.
6 MR. GEIST: Your Honor, and if I may respond to that. That's
7 not -- that wasn't the intention of our objection. We didn't indicate that.
8 We were objecting specifically to the two requests that were raised by
9 the Petitioner. Number one, to compel an accounting under an
10 inapplicable statute; number two, for a copy of the Trust, again, under an
11 inapplicable statute. That was our response.
12 Now, again, I go back to when the beneficiaries were
13 reaching out to the Independent Trustee, Mr. Nedder, and asking for an
14 accounting. He offered a summary, and I believe it was two or three
15 pages of here are the terms, and how they apply to your interest, and
16 what your rights are under the Trust -- of the Trust. I haven't seen that,
17 but I'm going by his representation to me. And having seen this kind of
18 trust in practice in Nevada, in other places, I know that the summary that
19 is probably being referred to. And in many case, it tracks almost
20 identically the language of the Trust.
21 THE COURT: I guess --
22 MR. GEIST: That was declined.
23 THE COURT: I guess a question that I have is, who is Mr.
24 Nedder?
25 MR. GEIST: Mr. Nedder was Mr. DeLuca's estate planning

1 attorney in Connecticut.
2 THE COURT: Okay. So I've got a problem with that because,
3 you know, with all due respect, I believe he's submitted himself to the
4 jurisdiction of this Court by accepting independent trusteeship of a
5 Nevada trust, but he's not here. He's in some other -- he's in some other
6 state. So that bothers me.
7 And, similarly, who's Mr. DeLuca? The brother?
8 MR. GEIST: He's the brother, Your Honor.
9 THE COURT: Right. Where is he? Is he represented by
10 counsel? Is he in this case?
11 MR. GEIST: I don't believe he's represented by counsel.
12 THE COURT: Okay.
13 MR. GEIST: I don't know that he's made an appearance.
14 THE COURT: Uh-huh.
15 MR. GEIST: I believe the actions that are being requested
16 could have been replied to by either of them.
17 THE COURT: Uh-huh.
18 MR. GEIST: And Mr. Nedder was the one who said -- and I
19 believe Mr. Nedder is the one who has been primarily connecting with
20 the beneficiaries in this case, and with Ms. Briggs, going forward. Mr.
21 Nedder was appointed trustee, I believe, after the grantor's death. He
22 wasn't appointed by the grantor. He was appointed after the grantor's
23 death, probably because he had knowledge of these types of issues,
24 but --
25 THE COURT: And he also lives in another state. Although,

1 you know, I don't where Cheswick, Pennsylvania is. That's the weird
2 thing about that part of the country, you could drive an hour and be in
3 three different states. Here, you drive an hour, and you make it to
4 Pahrump. So, you know, I don't know what this means, this one person
5 is in Connecticut, this other person is in Pennsylvania. Who knows, they
6 could be 45 minutes away from each other. You know, I'm really bad at,
7 you know, New England geography. I've got no clue.
8 So I guess those are just like problems that I have, is these --
9 we've got this Nevada trust, but we've got these people who are, you
10 know, in like multiple different states, all the way across the country from
11 us, who are saying, you know, we don't have to tell you anything.
12 MR. GEIST: That's not what they're saying, Your Honor. I
13 mean, I have to make sure the record is clear. That's not what they're
14 saying.
15 THE COURT: [Indiscernible - Mr. Geist and the Court
16 speaking at the same time] -- if you're not going to -- if you're not going
17 -- I mean, you're subject to the jurisdiction of this Court. I just -- you
18 know, and it bothers me that we've got these -- I guess, just this whole
19 separate problem going on in Connecticut and, you know, what we're
20 asking for here is we've got these -- as I said, I don't know what their
21 date of births are. I mean we're told 17 and 15. I don't know how close
22 Julia is to being 18. You know, her brother, obviously, got several years.
23 And so I guess my problem here is it is a concern for me that
24 we're being told by an attorney in Connecticut that this is all he has to
25 do. And, you know, okay, you're in Connecticut, but Mr. DeLuca didn't

1 establish a Connecticut trust. He established a Nevada trust. He had a
2 reason. I'm assuming it's taxes. You know, very favorable laws. But in
3 doing so, you subject yourself to the laws of the State of Nevada. And
4 so that's why I've got some problems with this.
5 I appreciate the argument that they may not -- because,
6 again, *Amicon* says what it says, but I'm concerned about we have no
7 way of knowing is this an irrevocable trust? What are the discretionary
8 standards? I mean, I'm just bothered by this idea that we don't have any
9 right to have a copy of the Trust. That seems nonsensical to me. I mean,
10 you're going to tell these trustees that you're going to be administering a
11 Nevada trust from the lovely confines of Connecticut and Pennsylvania,
12 but don't worry about it, because they're all the way across the country.
13 So big deal.
14 I'm just deeply concerned by this apparent view that they
15 don't have to respond to anything in Nevada, despite agreeing to serve
16 as trustees of a Nevada trust. And I find that concerning and
17 bothersome, because, with all due respect, I'm inclined to assume
18 jurisdiction over this trust, to confirm the trustees, and to welcome them
19 into my courtroom. They agreed to serve a Nevada trust, they're going
20 to come to Nevada. While I appreciate the fact under the current
21 conditions they aren't physically going to be here. But that bothers me.
22 It significantly bothers me.
23 And so we're stuck with *Amicon*, but I don't understand how
24 we can determine if *Amicon*, unpublished as it is, gives us any guidance
25 if we don't know what the terms of the Trust are. And I [indiscernible -

1 Mr. LeVeque speaking over the Court] --
2 MR. LEVEQUE: Your Honor, may I respond.
3 THE COURT: -- the Trust doesn't have to be produced is
4 nonsense.
5 MR. LEVEQUE: At some point, I would like to respond too.
6 THE COURT: Yeah, we'll let Mr. Geist say something, and
7 then I certainly will come back to you.
8 MR. LEVEQUE: Okay.
9 MR. GEIST: Thank you, Your Honor. I believe those
10 questions were directed at me and the Trustees, and so I would like the
11 opportunity to respond.
12 And I appreciate the Court's concerns. Absolutely. And,
13 again, I'll go back to what the Trustee offered the beneficiaries, and, that
14 is, a summary of trust terms specific to their rights, to their beneficial
15 interests. They declined that. And, again, I'm going by what I know
16 about this Trust and who -- you know, how it's been presented to other
17 beneficiaries, and what I've seen of that. And it is very specific to these
18 -- what the terms say.
19 THE COURT: I have to assume, Mr. Geist, you have no more
20 information about this Trust than the Court does.
21 MR. GEIST: Okay. Understood. So I've read the Trust. I
22 believe we submitted it in camera. And so I would like to offer proof that
23 the terms of the Trust are exactly as we've indicated that there has been
24 nothing on the record or in our objection that indicates that these
25 Trustees have taken any position that nobody is entitled to know what

1 the Trust says.
2 THE COURT: Uh-huh.
3 MR. GEIST: Again, I will stand by what we put in our
4 objection, that the Trust summary was offered to the beneficiaries, and
5 that they declined it, and that their prompting was to file a petition to get
6 an accounting, to file a petition to compel an entire copy of the Trust,
7 under specific statutes, that don't apply. But, again, I would like to offer
8 proof. If it would help this Court to make a decision that is consistent
9 with Nevada law and the terms of the Trust, I would be willing to file
10 specific sections that we've referred to, out of the Trust, the actual, you
11 know, language, not just typewritten, but, you know, photocopies of
12 specific sections that support what it is we've been saying, but I'm
13 offering it on the record that that's what the Trust says.
14 THE COURT: Okay.
15 MR. GEIST: And if the Court would --
16 THE COURT: I have no reason to doubt given your
17 explanation and your offer of proof.
18 I do see -- the only thing I see in our inbox here, related to
19 this case, is a stipulation and order to remove from the public record
20 Exhibit 4 attached to the reply and to file it under seal. So I don't see any
21 in camera submission. That's the only thing I see in our inbox that's
22 related to this case. So just FYI.
23 MR. GEIST: Okay.
24 THE COURT: So, you know, that's the concern that I have.
25 Mr. LeVeque.

1 MR. LEVEQUE: Thank you, Your Honor. I had to count to ten
2 there. All right. I'm putting up, and hopefully the Court can see this, the
3 bottom statute 165.180. And this was completely ignored by Mr. Geist in
4 his oral argument. And this is critical, because it completely makes
5 *Amicon* irrelevant. But the last sentence of this is particularly interesting.
6 The last sentence of this statute says, this chapter does not preclude the
7 trustee from accounting voluntarily, even if he or she is not required to
8 do so by this chapter or by court order.
9 I beg the rhetorical question, why is Mr. Nedder fighting this
10 so much? I have not heard any argument advanced that there is a
11 prohibition in the Trust for providing an accounting. What Mr. Geist has
12 said is that, well, it does require making the books and records available,
13 but it doesn't require a full blown accounting.
14 Well, Your Honor, under Nevada law, there's nothing that
15 precludes this Trustee from voluntarily doing so. Why is he not doing it?
16 Secondly, Your Honor, are we to just take, at face value, the fact that Mr.
17 Nedder wants to satisfy his duty to account by bringing in two high
18 school kids into his office and explaining financial statements to them?
19 Does that seem like a reasonable way to provide information under the
20 terms of this Trust? I submit that it does not.
21 This lawsuit in Connecticut, my client might know about it.
22 This is the first time I've heard of it. 165.180, Your Honor, is a
23 codification of *Bogarts*. So for Mr. Geist to say that there's no authority
24 under 165 or its accounting, he's flat wrong. This allows the Court,
25 notwithstanding a purely discretionary interest, to require testamentary

1 or non-testamentary trustees to file an inventory to account when there's
2 cause shown. And I think we've established cause shown, Your Honor.
3 We've got two trustees that are out of state. We've got Mr.
4 Nedder, who claims he's not a corporate trustee, but interestingly we get
5 correspondence from his employees. You know, this offer to provide an
6 accounting, attached as Exhibit 1, didn't come from Mr. Nedder. It came
7 from some staff member in his office. I also find it somewhat troubling
8 that Mr. Nedder, who I don't believe is a Nevada attorney, was Mr.
9 DeLuca's estate planning attorney. Did he draft this Trust as an
10 unlicensed Nevada attorney? That's another issue that I have here.
11 This concept of principal versus income, I think Mr. Geist was
12 putting somewhat of a disingenuous spin on that. While it's possible
13 that they might not be entitled to mandatory distribution of principal and
14 income, they certainly are entitled to discretionary distributions of
15 principal and income, which makes them beneficiaries of the principal
16 and income.
17 And, you know, I like Mr. Geist, and I've got no reason to
18 disbelieve him, but it's just not -- my client is not required, and the minor
19 children aren't required to base their case and their belief what this Trust
20 says, not on just what Mr. Geist says, but what Mr. Geist is relaying from
21 Mr. Nedder, who hasn't appeared in court today. That's multiple levels
22 of hearsay. And I think the Court is correct that, you know, at least in
23 *Amicon* we knew what we were dealing with. There's been no
24 representation in these pleadings, no specific section reference that
25 prohibits a trustee from providing a copy of the Trust. It just says,

1 prohibiting the existence of the Trust, which is already, again, out the
2 door, Your Honor.
3 So at this stage, I think this Court has more than ample
4 authority under 165.180, not only to compel a copy of this Trust to these
5 beneficiaries, but also to require an accounting.
6 THE COURT: Thank you.
7 MR. LEVEQUE: And with that, Your Honor, I submit.
8 THE COURT: Thanks. At this point, I'm going to grant this
9 petition in part.
10 The first thing I'm going to grant, is I will assume jurisdiction
11 over this Trust. I'm going to confirm the Trustee and that's both
12 Trustees, that's Douglas Scott DeLuca and Mr. Nedder, the Independent
13 Trustee. I'm going to reserve request number 3, which is to obtain an
14 accounting, because number 4, I don't see how anything can happen
15 until we have a copy of the Trust.
16 Now here's the thing. At this point, I appreciate this may
17 hamstring Mr. LeVeque in his ability to advise his client; however, at this
18 point, I am willing to order the copy of the Trust, which we're told is a
19 Nevada trust. I would like to see it. And so I will make that order for
20 attorney's eyes only. And we would then continue this hearing, because
21 I think until we've seen this Trust, and we can argue with some sort of
22 authority about what it says, and some knowledge, and belief, and
23 understanding of it, I just don't see how we can go forward.
24 And so at this point, as I said, I appreciate that this may be
25 not what Mr. LeVeque ideally would do, because it makes it difficult for

1 him to advise his client. However, until we, as we did in *Amicon*, know
2 what these terms are, I will take Mr. Geist at his word as to what it
3 presents, and we may -- there may be portions of it that need to be
4 redacted that can't be shown, but we need to work all that out.
5 And so I think before we can go any further, we first need to
6 see this trust, figure out what portions of it may be disclosed and what
7 portions of it may not be disclosed. The existence of the Trust -- if all the
8 confidentiality agreement says is do not make this existence known, it's
9 been waived. It's known. I don't understand. I just think that's a bizarre
10 requirement, and I don't see how it's enforceable.
11 So at this point, however, I don't want to put Mr. Geist on the
12 spot. I don't see that it's been submitted in camera for the Court to
13 review, but we'll take it for attorney's eyes only and for the Court, and
14 then we need to continue this for a further hearing on what, if anything,
15 of that copy of the Trust is producible to the beneficiaries and the
16 secondary issue of the accounting, because I think we need to see the
17 language, and I don't think we can do that unless we've actually seen it
18 and unless these -- I'm very troubled by this idea that these trustees
19 would not be subject to the jurisdiction of the Court.
20 So we're absolutely going to assume jurisdiction over the
21 Trust, confirm both Trustees, and reserve the remaining two issues of
22 the accounting and the copy of the Trust except for a copy of the Trust
23 being available in camera for the Court's review and for attorney's eyes
24 only for Mr. LeVeque, so that we can address this further in
25 supplemental pleadings and have a continued hearing.

1 So I don't know how long we're going to need for that, and I
2 appreciate the fact we've got holidays coming up. So given all that, you
3 may want a confidentiality agreement. I don't know how you want to
4 handle that, Mr. Geist. I will leave that to you and Mr. LeVeque to figure
5 out the best way to do that, but I think we probably would be looking at
6 about, unfortunately, really -- either the 21st or the 28th of January. So
7 in order to give you time to produce it, and then to supplement your -- I
8 mean, Mr. Geist may have reviewed it, so I don't know if Mr. Geist wants
9 to supplement additionally or not.
10 And, again, if portions of this needs to be done -- submitted
11 for in camera review by the Court or redacted -- you file the redacted
12 pleading and submit the unredacted pleading to the Court. However you
13 guys want to handle dealing with that issue. I will leave it to you to work
14 out. As I said, until further ordered the copy of the Trust is for attorney's
15 eyes only, but we need to [indiscernible - Mr. LeVeque speaking over the
16 Court].
17 MR. LEVEQUE: Your Honor, can I just ask a question to make
18 sure that I'm not running afoul of the Court's order?
19 THE COURT: Yeah.
20 MR. LEVEQUE: I understand attorney's eyes only, that I'm
21 going to be the only one that's going to be able to review the Trust. Am I
22 allowed to discuss the terms of the Trust with my client, or is that
23 prohibited too?
24 THE COURT: Yeah, here's my challenge. I, at this point, do
25 not think that we can go there, because my problem is until we know --

1 and I'm with you. I am not -- I do not doubt in any way the
2 representations Mr. Geist has made, but I want to see the language of
3 the Trust. And so we don't run afoul of it, I really feel that we need to
4 actually have it available. And so I guess here's my problem, and that's
5 why I would think that we probably need to have some sort of an
6 agreement between counsel that lays out these parameters.
7 Mr. LeVeque must advise his client, but my concern is talking
8 about specific terms. And so what I'm looking for right now is not
9 dealing with anything having to do with the accounting at this point, but
10 simply disclosure of the Trust, because that's step number one.
11 And so that's really what I want to look at is to see is there
12 anything in this Trust that would give us further guidance on whether
13 this -- the Trust itself can be produced, because I just find that just
14 bizarre. And --
15 MR. LEVEQUE: I have thought on how to resolve the
16 concern. We raised, I think it was one case in the reply, this concept of a
17 beneficiary surrogate. It would be nice if I could discuss with my client
18 the merits of the case after reviewing the Trust, if she agrees to some
19 form of injunction or court order prohibiting her from talking to her kids
20 about the terms. Would that satisfy the Court's concerns?
21 THE COURT: Well, and I would want Mr. Geist, obviously,
22 and his clients to -- and once we have them both under the jurisdiction,
23 and this is why I wanted -- I want the uncle in here. I do want the uncle
24 here, and not just Mr. Nedder. So that's a concern that I have. And I
25 don't know, there were -- there may be some other person who is

1 identified, because I saw there was something in here about some other
2 person who was some family friend, who was --
3 MR. LEVEQUE: Ken, I think. Yeah.
4 THE COURT: -- somebody. So again, if we could have
5 counsel talk and see if -- that's a very -- that's a good option. And as Mr.
6 Geist has indicated, I don't know what the heck we're doing with the
7 guardian ad litem for these kids in Connecticut. I don't know who that
8 person is. Maybe that's the appropriate person. I mean, I don't know
9 what's going on in Connecticut. I don't understand that. I don't know
10 why we're in Connecticut.
11 MS. BRIGGS: Your Honor -- Your Honor --
12 THE COURT: No, no, no. No, I really can't.
13 MR. LEVEQUE: Sorry, Judge.
14 MS. BRIGGS: [Indiscernible].
15 THE COURT: Sorry, I really can't. You can talk to Mr.
16 LeVeque, but unfortunately, it's not fair to Mr. Geist whose clients aren't
17 here to take any other kind of testimony. So you can advise Mr. LeVeque
18 and maybe that would help Mr. LeVeque understand, and come up with
19 somebody. Because I appreciate your concern, Mr. LeVeque that you've
20 got to be able to advise somebody, but I'm just uncomfortable until
21 we've actually seen it. I'm just -- I'm struggling with this language that
22 we haven't seen.
23 And we've got Mr. Geist, who has reviewed it and can tell us
24 what it says, but, you know, until you've seen it, I'm not comfortable
25 saying, okay, fine Mr. LeVeque I agree with how you're reading it. I

1 believe Mr. LeVeque needs to have a chance to read it too, Mr. Geist.
2 And so that's my problem here is I just find this very odd, and I think the
3 point is you need to know what the terms of the Trust are, to know
4 whether or not there is any right to an accounting. And I can't rule
5 whether there's a right to an accounting or not when I haven't seen it.
6 So we have to figure out some way to make that available.
7 And so, at this point, I'm only willing to say attorney's eyes
8 only unless there is some agreement between the Trustees, now that
9 we've got both of them in, and the proper guardian for these children,
10 which is their mother, as to who besides the actual attorneys is going to
11 actually see this, because I'm assuming the Trustees have seen it. So
12 I'm just having a hard time with who else. It's just bizarre to me.
13 And so, anyway, Mr. Geist, is that something that you can
14 talk to your clients about and --
15 MR. GEIST: Yes. Yes.
16 THE COURT: I appreciate the fact that Mr. DeLuca may or
17 may not have the same counsel as Mr. Nedder. I don't know. That's up
18 to them.
19 MR. GEIST: Yeah, absolutely. I'll talk to Mr. Nedder. I have
20 spoken with Mr. DeLuca, I don't represent him, but if need be if he does
21 need counsel, you know, I'll let him make the decision how he wants to
22 approach that. But we'll get all of the Trustees under the jurisdiction of
23 the Court. Like I said, I don't have an objection to that. And we'll talk
24 about disclosure of this. What is -- and I'll work with Mr. LeVeque on
25 what we can do to get this --

THE COURT: Because I really want to make sure that they -- you've got it done by the end of the year, so that then any supplemental briefing can be done, and we can have a hearing on the 28th.

MR. GEIST: Okay. That works. Yeah, absolutely.

THE COURT: That would be Thursday, the 28th of January, at 10:30.

MR. LEVEQUE: Okay.

THE COURT: And, you know, whatever confidentiality agreement you guys want to work out, if you decide that that's the way to go, to go beyond attorney's eyes only. Right now, having not seen it, I'm not comfortable saying anything other than attorney's eyes only. If you can work out something else because, as I said, it's handicapping Mr. LeVeque, we have to figure out a way that he can represent his clients. So I appreciate your professional courtesy in that respect, Mr. Geist, in working with Mr. LeVeque.

MR. GEIST: Absolutely.

MR. LEVEQUE: Thank you, Your Honor.

THE COURT: So happy holidays, and we'll see you in the new year.

MR. GEIST: Thank you.

THE COURT: Maybe in person. All right.

MR. GEIST: We hope.

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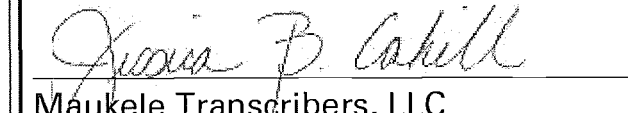
MR. LEVEQUE: I'm not holding my breath.

THE COURT: All right. Thank you, gentlemen. Bye-bye.

MR. GEIST: Bye now.

[Proceedings concluded at 11:12 p.m.]

ATTEST: I do hereby certify that I have truly and correctly transcribed the audio-visual recording of the proceeding in the above entitled case to the best of my ability.



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DISTRICT COURT

CLARK COUNTY, NEVADA

In the matter of the trust agreement, 23 PARTNERS TRUST I, An Irrevocable Trust.	Case No.: P-20-104279-T Dept. No.: 26

NOTICE OF SUBMISSION OF *IN CAMERA* DOCUMENTS

NOTICE IS HEREBY GIVEN that on January 19, 2021, Michael T. Nedder submitted the following documents in camera to Judge Gloria Sturman:

1. Trust Agreement for 23 Partners Trust I

Dated January 19, 2021.

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/s/ Russel J. Geist
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of HUTCHISON & STEFFEN, PLLC and that on this 19th day of January, 2021, I caused the above and foregoing documents entitled **NOTICE OF SUBMISSION OF *IN CAMERA* DOCUMENTS** to be served 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

☒ sent electronically via the Court's electronic service system; the date and time of this electronic service is in place of the date and in place of deposit in the mail.

to the attorney(s) listed below at the address and/or facsimile number indicated below:

Via Electronic Service
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Attorneys for Joanne S. Briggs as Parent and Guardian of Julia Ann DeLuca and Alexander Ian DeLuca, Beneficiaries of 23 Partners Trust I

/s/ Amber Anderson-Reynolds
An employee of Hutchison & Steffen, PLLC

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DISTRICT COURT

CLARK COUNTY, NEVADA

In the matter of the trust agreement, 23 PARTNERS TRUST I, An Irrevocable Trust.	Case No.: P-20-104279-T Dept. No.: 26 Date of Hearing: January 28, 2021 Time of Hearing: 10:30 a.m.

SUPPLEMENT TO OBJECTION TO PETITION TO (1) ASSUME JURISDICTION OVER TRUST, (2) CONFIRM DOUGLAS SCOTT DeLUCA AS TRUSTEE, (3) COMPEL AN ACCOUNTING, AND (4) OBTAIN A COPY OF TRUST

Independent Trustee Michael T. Nedder ("Independent Trustee") and Family Trustee Doug DeLuca, ("Family Trustee"), Trustees of the 23 Partners Trust I, dated February 1, 2017, hereby files this Supplement to Objection to Joanne S. Briggs' ("Petitioner") Petition to (1) Assume Jurisdiction Over Trust, (2) Confirm Douglas Scott DeLuca as Trustee, (3) Compel an Accounting, and (4) Obtain a Copy of Trust ("Petition") filed on behalf of beneficiaries Julia Ann DeLuca and Alexander Ian DeLuca. Premier Trust, Inc. currently serves as the Co-Independent Trustee with duties limited to Nevada-specific responsibilities. In support, the Trustees allege as follows:

POINTS & AUTHORITIES

1. Background.

Nevada law is clear that "[a] trustee's exercise of discretion is not subject to court control except to prevent an abuse of that discretion." *Humane Soc. of Carson City and Ormsby County v. First Nat. Bank of Nevada*, 92 Nev. 474, 477, 553 P.2d 963, 965 (1976). NRS

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163.419(2) provides, "A trustee given discretion in a trust instrument that is described as sole, absolute, uncontrolled, unrestricted or unfettered discretion, or with similar words, has no duty to act reasonably in the exercise of that discretion."

Jon A. DeLuca, the trustor of the 23 Partners Trust I ("Trust"), dated February 1, 2017, created the Trust as an irrevocable trust for the benefit of his children, Julia Ann DeLuca and Alexander Ian DeLuca ("Beneficiaries") and subsequent generations to be administered under the terms of the Trust as a multi-generational dynasty trust. A copy of the Trust has been provided to the Court *in camera* to review. The Independent Trustee is the currently serving Independent Trustee under the Trust and Douglas Scott DeLuca, the Trustor's brother, is the currently serving Family Trustee of the Trust. By the terms of the Trust, the Trustor did not intend that any one beneficiary or beneficiaries, nor the Petitioner, as mother of his minor children have the ability to deplete the Trust. He accomplished this by setting up a dynasty trust, and vesting complete discretionary authority in the independent trustees to distribute or not to the eligible beneficiaries, including the Beneficiaries.

The Trust provides, "[u]pon the death of the Grantor, without the necessity of physical segregation, the trust estate shall be divided into as many equal shares as there are children of the Grantor then living, …." Jon A. DeLuca died on July 14, 2018, leaving two (2) children living and no deceased children. Each child is referred to as the "primary beneficiary" of his or her trust share to be administered according to the Trust terms.

Section 3.2.1 of the Trust provides completely discretionary distributions to the Beneficiaries for the "benefit, care, comfort, enjoyment, or for any other purposes" in the "sole, absolute and unreviewable discretion."

The Trust further provides an exculpatory clause for the Trustees in Section 7.12.3 that "determinations of fact made in the course of carrying out the terms of this instrument, if reasonably made on the basis of the then available information, insofar as could reasonably be ascertained by the Trustees and/or Trust Protectors, shall be binding upon all concerned and shall fully protect the Trustees and/or Trust Protectors even though it may be subsequently

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shown that such a determination of fact was actually erroneous." Similarly, pursuant to Section 7.12.4, the Trustees "may construe [the Trust] and any action taken relying upon such construction shall be binding on all concerned and shall fully protect the Trustees and/or Trust Protectors even though it may be subsequently determined that such construction is erroneous."

As with many of Petitioner's arguments, Petitioner's claims that the Beneficiaries have the right to remove the Independent Trustee and replace him with a bank or corporate trustee is only partially correct under the Terms of the Trust. In fact, Doug DeLuca, the Beneficiaries' uncle and presently serving Family Trustee, retains the "absolute right and power at any time or times" to remove any Trustee (Section 7.1.3(c)), and appoint any replacement (Section 7.2(A)), even if the Beneficiaries exercised their right under Section 7.2(D) to remove any individual Independent Trustee. Thus while the Beneficiaries may remove the Independent Trustee in spite, Doug DeLuca maintains the cooling hand to preserve the assets of the Trust.

The Trust also provides a confidentiality clause at Section 5.1 E., specifically requiring that the Trustee not provide notice of the existence of the Trust to any beneficiary. While the Beneficiaries are now aware of the existence of the Trust, the Trustor's intent was clear that the Trust and its assets were to be administered by his Trustees, not at the direction of the Beneficiaries or his ex-wife, the Petitioner.

Since November 2019, pursuant to a probate court order, the Trust has paid $7,200 per month to Petitioner as apportioned housing expenses attributable to the Beneficiaries. *See* Affidavit of Michael Nedder attached as **Exhibit 1**. The Trust has also provided Petitioner and each of the Beneficiaries their own credit card to make charges directly from the Trust for a combined total of approximately $20,000 per month in living expenses, and pays automobile expenses of $1,260.53 per month. *Id.*

Petitioner also makes requests for reimbursement by the Trust for other monthly expenses she alleges are for the benefit of the Beneficiaries. *Id.* Petitioner typically makes the requests for reimbursement via email and does not provide credit card statements, bank statements, receipts, invoices or evidence of the expense or service being provided nor of

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payment being made. *Id.*

From December 2019 through July 2020, in addition to the monthly $7,200 apportioned housing expense, and the expenses on the three credit cards issued to Petitioner and the Beneficiaries to pay for the kids' expenses, and automobile expenses of $1,260.53 per month, the Trustees issued checks from assets and accounts held by the Trust in the following amounts totaling $38,019.99 to Joanne Briggs to reimburse her for additional expenses :

a. $17,111.24 on December 26, 2019

b. $8092.71 on February 13, 2020

c. $6860.91 on March 31, 2020

d. $5955.13 on July 10, 2020

Id.

On December 13, 2019 in response to a request from Petitioner for $17,111.24, at the Independent Trustee's direction a paralegal in his office emailed Petitioner about expenses and use of credit cards for the expenses and benefit of the Beneficiaries. A copy of the email between Martie McBride and Jo Briggs is attached as **Exhibit 2**. In this communication it was expressly stated that the Independent Trustee requested advance notice be provided of expenses over $2,000 that were not being put on the credit cards. The Independent Trustee also made it clear that the Trustees "reserved the right to deny any reimbursement that is not previously approved." *See* Exhibit 2.

On January 13, 2020, less than a month after Petitioner was paid $17,111.24 from the Trust to reimburse her for expenses she requested that the Trustees pay another $8,092.71 of Trust assets to her again to reimburse her for expenses, in addition to housing, automobile expenses and combined credit card expenses of $15,496.18 for December 2019. *See* Exhibit 1.

On January 20, 2020, at the Independent Trustee's direction a paralegal in his office responded to the January 13, 2020 email from Petitioner asking for copies of receipts of the underlying bills she was asking to be reimbursed for and requesting that purchases and other expenses for the Beneficiaries be done through the credit cards issued to her and both kids from

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and paid by the Trust for budgeting purposes. *See* Exhibit 2.

16. On July 30, 2020 and September 14, 2020, Petitioner sent an email listing various purported expenses that she alleged to have paid during the period June 1, 2020 through August 30, 2020 and requested reimbursement in the amount of $18,208.18 from the Trust. Petitioner provided no receipts, invoices, credit card statements, bank statements nor any other form of supporting documentation to substantiate these expenses. For the period May 1, 2020 through August 30, 2020 charges to the credit cards issued to Petitioner and the Beneficiaries were as follows:

a. May 2020 - $6,851.33

b. June 2020 - $11,351

c. July 2020 - $11,994.73

d. August 2020 - $14,281

See Exhibit 1.

Given the extensive charges on the three credit cards which represented an increase from previous monthly average charges and an additional $18,208.18 requested in reimbursement without any advance notice and without first seeking pre-approval of expenses totaling more than $2,000, the financial advisers for the Trust did not anticipate the increase in required cash flow and additional funds needed to be transferred into the checking account from which expenses are drawn to cover these larger than anticipated expenses, and Trust assets had to be liquidated to cover the additional funds. *Id.* This increase in expenditures along with charges deemed suspicious, fraudulent or of an "adult" nature by the credit card issuer on a number of occasions resulted the cards exceeding the credit limit and in holds being placed on the credit cards. *Id.*

On September 24, 2020 a check in the amount of $18,208 made out to Petitioner was processed to be sent out by administrative staff in the Independent Trustee's office in error. No receipts, invoices, bank statements, credit card statements or any kind of supporting documentation for these expenses had been provided; therefore, the Independent Trustee had

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not approved the payment of such reimbursement.

Section 5.2 A. of the Trust provides that a corporate trustee, if serving, shall make the books of account and records of the Trust available for inspection by vested income and principal beneficiaries of the Trust. A "corporate trustee" is defined by the Trust as a "bank or a trust company." The section concludes that the corporate trustee, if any, shall provide a summary of financial transactions to satisfy a request by a vested income and principal beneficiary.

On or about August 18, 2020, the Trustee, through his assistant Marisa Salvin, corresponded with Petitioner about a request from Julia Ann DeLuca for a copy of the trust and for an accounting, stating:

> As I have explained to her previously, the terms of the trust are explicitly private. With that said, the firm who created the trust has a one-page summary that can be shared with the children to hopefully give them some clarity. **In addition, my office has been working on some summary of the trust's finances to review with Julia and Alex. I would like to have a meeting (either in person or electronically) to hopefully answer some of their questions and also review projections for trust expenditures into the future. If you find this agreeable, this would help to address many of the concerns Julia has expressed via email to me.**

(emphasis added.) A copy of the email exchange between Petitioner and the Trustee is attached as **Exhibit 3**. After Petitioner relayed Julia's question about why the beneficiaries cannot receive "an accounting of or information about the trust,…", the Trustee replied:

> As I have explained to her in the past, the trust is clear in what information can be shared with the beneficiaries and what cannot. The beneficiaries are not entitled to any information about the underlying document or the assets contained therein. This was their father's direction and I am obliged to uphold that.

Instead of accepting the offer to provide the summary of the Trust and Trust finances, **which would have satisfied the demand by a beneficiary under Section 5.2.A. of the Trust**, Petitioner filed the Petition forcing the Trustee to expend Trust resources to respond.

Therefore, contrary to Petitioner's claim that the Trustees have been engaging in "self-serving concealment," it is the Petitioner, the one person the Trustor did not want to have control over his multi-generational dynasty trust for his posterity, who has been declining meetings to discuss the Trust and its finances, ignoring the Trustees good faith efforts to

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provide the information about the Trust and the Trust finances, and attempting to usurp the Trustees' discretion by spending without the Trustees' approval and demanding reimbursement without corroboration of the expenses claimed.

Although Petitioner claims she had to file the Petition to "compel the trustees provide her *merely* a copy of the trust and an accounting," (emphasis in original Supplement to Petition), she could have avoided the Petition had she responded to the Independent Trustee's August 18, 2020 email offering to meet with Petitioner and the Beneficiaries and provide "a one-page summary that can be shared with the children to hopefully give them some clarity … [and a] summary of the trust's finances to review with Julia and Alex." *See* Exhibit 3.

The Petitioner need could have been satisfied had she simply responded to the Trustees and met with them. Her motives for not doing so must be questioned.

2. Legal Standard.

Petitioner correctly states that a party may petition the Court to compel the trustee to account under NRS 153.031(1)(h). However, such petition is "[s]ubject to the requirements of chapter 165 of NRS, …."

NRS 165.1207(1) establishes that the requirements upon the trustee to account are first established by the Trust, and the statutory requirements only apply "[t]o the extent that the trust instrument does not provide otherwise, …."

Additionally, NRS 165.1207(1)(b)(5) clearly provides, "A trustee is not required to provide an account to a beneficiary of an irrevocable trust while that beneficiary's only interest in the trust estate is a discretionary interest, as described in NRS 163.4185."

A distribution interest is defined under NRS 163.4185(1)(c) as a "discretionary interest if the trustee has discretion to determine whether a distribution should be made, when a distribution should be made and the amount of the distribution." NRS 163.4185(1)(b) defines a distribution interest as a "support interest" if it is subject to an "ascertainable standard" which is "a standard relating to a person's health, education, support or maintenance within the meaning

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of section 2041(b)(1)(A) or 2514(c)(1) of the Internal Revenue Code, 26 U.S.C. § 2041(b)(1)(A) or 2514(c)(1), and any regulations of the United States Treasury promulgated thereunder." NRS 163.4185(4)

A beneficiary has "a vested interest in [that] portion of the trust which was within the reach of creditors." Restatement (Second) of Trusts § 155 (1959). NRS 163.419(1) provides, **"A beneficiary who has a discretionary interest in a trust does not have an enforceable right to a distribution from the trust**, and a court may review a trustee's exercise of discretion concerning a discretionary interest only if the trustee acts dishonestly, with bad faith or willful misconduct." (emphasis added). Nevada law also states that a "trustee given discretion in a trust instrument that is described as sole, absolute, uncontrolled, unrestricted or unfettered discretion, or with similar words, has no duty to act reasonably in the exercise of that discretion." NRS 163.419(2).

Under Nevada law, a trustee is required to provide a copy of the trust instrument upon demand to a beneficiary "who is entitled to receive an account pursuant to the terms of NRS 165.1201 to 165.148, inclusive, … except as expressly provided otherwise in the trust instrument." NRS 165.147(1). Notwithstanding any contrary provision in the trust instrument, the Court can only compel a trustee to provide a copy of the Trust to "a beneficiary who is entitled to receive an account pursuant to the terms of NRS 165.1201 to 165.148, inclusive."

Therefore, **a beneficiary not entitled to an accounting under NRS 165.1201 to 165.148, inclusive,** cannot compel the trustee to deliver a copy of the trust, particularly when the trust expressly provides otherwise. Additionally, the Court cannot direct the trustee to provide a copy of the trust to **a beneficiary not entitled to an accounting under NRS 165.1201 to 165.148, inclusive**.

Notwithstanding Petitioner's provably false claim that, "To date, Nedder has neither made the Trust's books of account and records available for inspection nor provided any accounting to Petitioner," the Trustees, as recently as August 18, 2020, have offered to meet with Petitioner and the Beneficiaries and provide a summary of the Trust terms and finances.

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This would have satisfied any claimed requirement under the terms of the Trust or Nevada law. Only Petitioner bears blame for not accepting the Trustees' offer.

3. Objection to Petition to Obtain an Accounting, and Obtain a Copy of Trust.

a. Objection to Petition to Obtain an Accounting

The Petition to obtain an accounting is based on NRS 153.031(1)(h), which is subject to the provisions of NRS 165. However, under NRS 165.1207(1)(b)(5), the Trustee is not required to provide an accounting to discretionary beneficiaries, nor does the Trust require an accounting to beneficiaries who are not vested income or principal beneficiaries, but only requires a corporate trustee to provide a summary of all financial transactions for the Trust. The Trustee is an individual and is not a corporate trustee under the Trust's definition.

The Beneficiaries' interest in the Trust is a "discretionary interest" under NRS 163.4185(1)(c), because the only way they can receive distributions is if the Trustee "in its sole, absolute and unreviewable discretion" makes a distribution or applies for the benefit or use of the Beneficiaries, trust income or principal, or both. The Beneficiaries' interest is not a support interest because it does not follow an "ascertainable standard" as defined by NRS 163.4185(4) by referring to distributions for the Beneficiaries' health, education, support or maintenance. Instead, the Trust provides for discretionary distributions under a broad discretionary standard for the Beneficiaries' "benefit, care, comfort, enjoyment, or for any other purposes." **The Beneficiaries do not have an enforceable right to a distribution from the trust**. NRS 163.419(1).

Petitioner claims that, notwithstanding the "sole, absolute and unreviewable discretion" of the Trustees in making distributions, the precatory "guidance" language of Section 3.5 binds the Trustees into providing distributions for the Beneficiaries' "health, education, maintenance, and support." Far from being legal requirements, the precatory words in Section 3.5 provide exactly what the title says, "guidance" to the Trustees, not a requirement.

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The purposes of the Trust, outlined in Section 1.2 of the Trust indicate that the primary purpose is "to benefit the beneficiaries while attempting to protect the trust property from the claims of creditors (including, but without limitation, possible claims from spouses, ex-spouses, governmental agencies, etc.);" Such purpose would be defeated without the Trustor providing the Trustees the sole and absolute discretion in the last paragraph of Section 1.2 (after providing similar "guidance" to the language Petitioner points to in Section 3.5):

> The foregoing is to guide the Trustees only and, notwithstanding such guidance, the discretion of the Trustees is absolute and shall be exercised by the Trustees in accordance with the Trustees' best judgment, guided by what appear to be the best interests, as interpreted by such Trustees alone, of the primary beneficiary of such trust and such beneficiary's family as a whole, as seems appropriate in carrying out the Grantor's original intent hereunder.

Where a beneficiary's only interest in the trust estate is discretionary, a trustee is not required to provide respondent an accounting of the trust pursuant to NRS 165.1207(1)(b)(5). Here, the Beneficiaries' interest is discretionary, despite the precatory "guidance."

Even if the Beneficiaries' interest were classified as a "support" interest due to the precatory guidance language, the interest, "qualified by discretionary language, … must be classified and separated as a discretionary interest." NRS 163.4185. Further, the Trustees have the authority in Section 9.4 exercisable in their "sole but reasonably exercised discretion" to withhold any distributions for a compelling reason. Sections 7.12.1 and 7.12.2 of the Trust further explicitly designates that where the Trustees are granted discretion under the Trust to act, such discretion shall be "sole and absolute."

Therefore, the Beneficiaries do not have a right to compel an accounting under the terms of the Trust or under Nevada law. Notwithstanding the Trustee's offer to provide a summary of Trust transactions, the Trustee is under no obligation to provide an accounting of the Trust, and certainly not in the form enumerated in NRS 165.135.

The Trustee asks this Court to declare that the Beneficiaries' interests in the Trust are in the "sole, absolute and unreviewable discretion" of the Trustee, that the Trustee has no duty to act reasonably in the exercise of that discretion pursuant to NRS 163.419(2), and that the

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Trustee has no obligation to provide an accounting to the Beneficiaries pursuant to NRS 165.1207(1)(b)(5) or pursuant to the Trust, and that the Court denies the Petition to compel an accounting accordingly.

Notwithstanding the Court's determination of the discretionary interest of the Beneficiaries, the Trustees have offered to Petitioner to meet with her and the Beneficiaries (and the guardian ad litem appointed by the Connecticut probate court handling the estate of the Trustor) to review a summary of the Trust and the Trust Finances. It is not the Trustee's fault that the Petitioner has not taken the Trustees up on their offer, **nor should the Trustees bear Petitioner's attorneys fees and costs, which could have been avoided if she had accepted the Trustees' numerous offers to meet and review the Trust terms and finances**. If this Court is inclined to issue and order on the Petitioner, this Court should order the Petitioner to accept the Trustees' offer to meet with her and the Beneficiaries and review a summary of the Trust and the Trust Finances, and to bear her own fees and costs.

b. Objection to Petition to Obtain a Copy of the Trust.

The Petition to obtain a copy of the Trust is based on NRS 165.147(2), and the mistaken belief that the Beneficiaries are entitled to an accounting. The Beneficiaries' interest in the Trust is in the "sole, absolute and unreviewable discretion" of the Trustee. Therefore, as discretionary beneficiaries they are not entitled to an accounting pursuant to NRS 165.1207(5). Consequently they are not entitled to a copy of the Trust. The Trustee has provided the Court an *in camera* copy of the Trust to verify that the representations in this Objection regarding the Trust terms are correct.

The Petitioner further mistakenly cites Section 5.1(C) as support of her claim that the Trustees are required to provide a copy of the Trust upon request. However, the cited subsection under Section 5.1 "Notices and Other Instruments" **does not require the Trustees to provide a copy of the Trust upon demand**, despite Petitioner's clever and selective emphasis of certain terms of the section.

In fact, the section provides that the Trustees are required to provide, "**Copies of all**

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trust related instruments of amendment, revocation, exercise of power, designation, release, disclaimer, etc., as well as of a Trustee's resignation, removal, appointment and/or acceptance,…." (emphasis added). Clearly missing is a requirement to provide the Trust Instrument itself, only "trust related instruments of amendment, revocation, exercise of power, designation, release, disclaimer, etc.," in other words, administrative documents related to the trust **after the execution of the Trust.**

The Trustee asks this Court to declare that the Beneficiaries' interests in the Trust are in the "sole, absolute and unreviewable discretion" of the Trustee, that the Trustee has no duty to act reasonably in the exercise of that discretion pursuant to NRS 163.419(2), and that the Trustee has no obligation to provide an accounting to the Beneficiaries pursuant to NRS 165.1207(1)(b)(5) or pursuant to the Trust. Therefore, the Trustee has no obligation to provide a copy of the Trust to the Beneficiaries pursuant to NRS 165.147(2), and that the Court denies the Petition to compel an copy of the Trust accordingly.

4. Conclusion.

For the foregoing reasons, the Trustees request that this Court deny Joanne S. Briggs' Petition to (1) Assume Jurisdiction Over Trust, (2) Confirm Douglas Scott DeLuca as Trustee, (3) Compel an Accounting, and (4) Obtain a Copy of Trust in full, since there is no relief which may be granted to her by this Court, as established herein.

However, if the Court is inclined to assume jurisdiction of the Trust and confirm the Trustee in order to consider Petitioner's other petitions for relief, the Trustees request that this Court order that the proceeding initiated by Petitioner "does not result in continuing supervisory proceedings" (NRS 164.015(7)), and the Trustees petition the Court for an order that as soon as the petitions to compel an accounting and obtain a copy of the Trust are denied, the Trust will be removed from the continuing jurisdiction of the Court pursuant to NRS 164.010(6).

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Wherefore, the Trustees pray that the Court enter its Order as set forth herein.

Dated January 19, 2021

HUTCHISON & STEFFEN, PLLC

/s/ Russel J. Geist
Russel J. Geist (9030)
Peccole Professional Park
10080 West Alta Drive, Suite 200
Las Vegas, Nevada 89145

Attorneys for Michael T. Nedder, Independent Trustee, and Doug DeLuca, Family Trustee

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of HUTCHISON & STEFFEN, PLLC and that on this 19th day of January, 2021, I caused the above and foregoing documents entitled **SUPPLEMENT TO OBJECTION TO PETITION TO (1) ASSUME JURISDICTION OVER TRUST, (2) CONFIRM DOUGLAS SCOTT DeLUCA AS TRUSTEE, (3) COMPEL AN ACCOUNTING, AND (4) OBTAIN A COPY OF TRUST** to be served 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

☒ sent electronically via the Court's electronic service system; the date and time of this electronic service is in place of the date and in place of deposit in the mail; and/or

☐ to be hand-delivered.

to the attorney(s) listed below at the address and/or facsimile number indicated below:

Via Electronic Service
Alexander G. LeVeque, Esq.
Roberto M. Campos, Esq.
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, NV 89129

Attorneys for Joanne S. Briggs as Parent and Guardian of Julia Ann DeLuca and Alexander Ian DeLuca, Beneficiaries of 23 Partners Trust I

/s/ Amber Anderson-Reynolds
An employee of Hutchison & Steffen, PLLC

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EXHIBIT PAGE ONLY

EXHIBIT 1

HUTCHISON & STEFFEN
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DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of 23 PARTNERS TRUST 1, dated August 31, 2017	Case No.: P-20-104279-T Dept.: 26

AFFIDAVIT OF MICHAEL T. NEDDER, CO-INDEPENDENT TRUSTEE

Michael T. Nedder, Esq., having been duly sworn, hereby deposes and states the following:

1. I am over the age of eighteen and under the obligations of an oath.
2. I am an attorney in and Managing Partner of the law firm of Nedder & Associates, LLC.
3. I am an attorney licensed to practice in the States of Connecticut and New York and the District of Columbia.
4. I knew Jon A. Deluca ("JAD") for approximately 12 years and was his attorney until his untimely passing on July 14, 2018. I met Jon and Joanne Briggs, the Petitioner, in 2007, at which time they were still married, when they hired me to do their estate plan.
5. I was retained by JAD to prepare his Last Will and Testament, administer his estate and provide other legal advice and services periodically during the approximately 12 years I knew him.
6. It is my understanding and belief that JAD had been diagnosed with brain tumors and his prognosis was terminal. As a result of his terminal brain tumors, on July 14, 2018 JAD died. At the time of his death, JAD was survived by his two children, Alexander and Julia DeLuca, his father Al DeLuca and his brother Doug DeLuca. At the time of this death, JAD was not

married. The Petitioner Joanne Briggs, JAD's former wife, is the mother of his surviving children and they currently reside with her.

7. Upon his death I served as counsel to the Executor of his estate Doug Deluca before the Connecticut Probate Court district New Canaan/Darien, CT.

8. I was appointed by JAD on February 1, 2017and serve as the co-Independent Trustee of the 23 Partners Trust I (hereinafter "23 Partners Trust" or "the Trust"). *See* Exhibit A Attached Resolution.

9. Since August 2018, at the direction and discretion of the Trustees, the 23 Partners Trust has paid the expenses of JAD's two surviving children, Julia DeLuca and Alexander DeLuca, including housing, food, clothing, health, medical, dental, educational, automobile, transportation, travel, gas, extra-curricular, and entertainment expenses. The 23 Partners Trust makes direct monthly payments to the automobile financing companies. Additionally, at the direction of the Trustees credit cards from Trust related accounts were issued to Joanne Briggs, Julia DeLuca and Alexander DeLuca on which they charge expenses and make purchases for the benefit of Julia and Alexander DeLuca. The Trust pays off the monthly charges made on the credit cards issued to Ms. Briggs, Julia and Alex.

10. Additionally, since November 2019 pursuant to a court order, the Estate of JAD has paid $7200 per month to Joanne Briggs as apportioned housing expenses attributable to JAD's two surviving children, Julia DeLuca and Alexander DeLuca.[1] The Estate of JAD pays the apportioned housing expenses by sending her a check in the amount of $7200 on or about the 15th of each month.

11. In addition to the $7200 apportioned housing expense, the combined average monthly credit card charges for expenses of approximately $20,000, automobile expenses of $1260.53, Joanne Briggs also makes requests for reimbursement by the Estate of JAD for other monthly expenses she says are for the benefit of Julia and Alexander DeLuca. Joanne Briggs typically makes the requests for reimbursement via email and does not provide credit card statements, bank statements, receipts, invoices or evidence of the expense or service being provided nor of payment being made.

12. From December 2019 through July 2020, in addition to the monthly $7200 apportioned housing expense, and the expenses on the three credit cards issued to Joanne Briggs, Julia DeLuca and Alexander DeLuca to pay for the kids' expenses, automobile expenses of $1260.53 per month, at the direction of the Trustees, from assets and accounts held by the Trust the following checks totaling $38,019.99 were issued to Joanne Briggs to "reimburse" her for addition expenses :

    a. $17,111.24 on December 26, 2019
    b. $8092.71 on February 13, 2020
    c. $6860.91 on March 31, 2020
    d. $5955.13 on July 10, 2020

13. On December 13, 2020 in response to a request from Joanne Briggs for $17,111.24, at my direction a paralegal in my office emailed Ms. Briggs about expenses and use of credit cards for the expenses and benefit of Julia and Alexander DeLuca. In this communication it was expressly stated that advance notice of expenses over $2000 that were not being put on the credit cards be provided. We also made clear that we "reserved the right to deny any reimbursement that is not previously approved." *See* Exhibit B.

14. On January 13, 2020, less than a month after Petitioner was paid $17,111.24 from the Trust to reimburse her for expenses, she requested that the Trustees direct that another $8092.71 of Trust assets be paid to her again to reimburse her for expenses. That was in addition to housing, automobile expenses and combined credit card expenses of $15,496.18 for December 2019.

15. On January 20, 2020, at my direction a paralegal in my office responded to the January 13, 2020 email from Ms. Briggs asking for copies of receipts of the underlying bills she was asking to be reimbursed for and requesting that purchases and other expenses for Julia and Alexander be done through the credit cards issued to her and both kids from and paid by the Trust "for budgeting purposes". *See* Exhibit C.

16. On July 30, 2020 and September 14, 2020 Ms. Briggs sent emails to my office listing various purported expenses that she alleged to have paid during the period May1, 2020 through mid-

September 2020 totaling $18,208.18 and requesting reimbursement. *See* Exhibit D. For most of the expenses no receipts, invoices, credit card statements, bank statements nor any other form of supporting documentation was provided to substantiate these expenses. In addition to the $18,208.18 for which she was asking to be paid, for period May 1, 2020 through August 30, 2020 charges to the credit cards issued (*See* Exhibit E) to Joanne Briggs, Julia DeLuca and Alexander DeLuca were as follows:

a. May 2020 $6,851.33

b. June 2020 $11,351

c. July 2020 $11,994.73

d. August 2020 $14,281

17. Given the extensive charges on the three credit cards which represented an increase from previous monthly average charges and $18,208.18 requested in reimbursement without any advance notice and without first seeking pre-approval of expenses totaling more than $2000 the financial advisers for the 23 Partners Trust did not anticipate the increase in required cash flow and additional funds needed to be transferred into the checking account from which expenses are drawn to cover these larger than anticipated expenses. This increase in expenditures along with charges deemed suspicious, fraudulent or of an "adult" nature by the credit card issuer on a number of occasions resulted the cards exceeding the credit limit and in holds being placed on the credit cards.

18. On September 24, 2020 a check in the amount of $18,208 made out to Joanne Briggs was processed to be sent out by administrative staff in my office in error. For most of the purported expenditures no receipts, invoices, bank statements, credit card statements or any kind of supporting documentation for these expenses had been provided.

19. On more than one occasion, either I, or members of my staff at my direction, have communicated to Joanne Briggs and the Guardian ad litem for Julia and Alexander DeLuca that I, as counsel to the Executor of the Estate of JAD and co-Independent Trustee for the 23 Partners Trust, would avail myself to meet with the children, Ms. Briggs and the children's Guardian Ad Litem to go over expenses and the financial matters related to the Estate of JAD

and the 23 Partners Trust. I have never received any response or action on my offers to meet to discuss these matters.

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

Executed at Darien, CT this 19st day of January, 2021

Michael T. Nedder

---

[1] The Estate of JAD pursuant to a Decree on Application to Hear and Decide Claim so Ordered by the State of Connecticut, Probate Court, New Canaan/Darien, on November 26, 2019 is obligated to pay $7200 for the housing expenses of Julia and Alex from July 14, 2018 (date of JAD's death) through August 23, 2028 when Alex DeLuca reaches the age of 23,

EXHIBIT A

APPOINTMENT AND INDEMNIFICATION

OF CO-INDEPENDENT TRUSTEE

AND TRUSTEE INSTRUCTIONS

of the

23 PARTNERS TRUST I

dated February 1, 2017

WHEREAS, the 23 PARTNERS TRUST I dated February 1, 2017 (the "Trust") was created by JON A. DeLUCA, as Grantor, and DOUGLAS SCOTT DeLUCA, as Family Trustee, and PREMIER TRUST, INC., as Independent Trustee;

WHEREAS, pursuant to the provisions of ARTICLE VII, Section 7.2 of the 23 Partners Trust I, entitled "Appointment of Successor and/or co-Independent Trustee", the Grantor may at any time appoint a Co-Independent Trustee to act on behalf of the Trust;

WHEREAS, pursuant to the provisions of ARTICLE VII, Section 7.2 of the 23 Partners Trust I, JON A. DELUCA wishes to appoint his attorney, MICHAEL T. NEDDER, of Darien, Connecticut, as Co-Independent Trustee of the Trust, to act jointly with the Independent Trustee and the Family Trustee;

WHEREAS, MICHAEL T. NEDDER as Co-Independent Trustee shall not be liable for any previous act or failure to act, which occurred prior to his appointment, of any Independent Trustee or Family Trustee or shall not have a duty to examine the records of any predecessor Independent Trustee or Family Trustee. MICHAEL T. NEDDER as Co-Independent Trustee shall accept the account rendered and any property delivered to him as the Co-Independent Trustee by or on behalf of the Family Trustee and the Independent Trustee without incurring any liability or responsibility for so doing. MICHAEL T. NEDDER as Co-Independent Trustee shall be indemnified out of trust property for any and all claims, demands, losses, liabilities, damages,

and expenses arising from any act or omission of the Family Trustee and the Independent Trustee occurring before the date that any trust property was received by MICHAEL T. NEDDER as Co-Independent Trustee;

WHEREAS, pursuant to the provisions of ARTICLE VII, Section 7.2 of the Trust, if MICHAEL T. NEDDER shall resign or be unable or unwilling to serve as Co-Independent Trustee of the Trust for any reason, then JON A. DELUCA wishes to appoint KEN SPRINGER, of New York, New York, as Successor Co-Independent Trustee of the Trust, to act jointly with the Family Trustee;

WHEREAS, pursuant to the provisions of ARTICLE VII, Section 7.2 of the Trust, if KEN SPRINGER and PREMIER TRUST, INC. shall resign or be unable or unwilling to serve as Independent Trustees of the Trust for any reason, then JON A. DELUCA wishes to appoint GOLDMAN SACHS, of New York, New York, as Successor Independent Trustee of the Trust, to act jointly with the Family Trustee;

WHEREAS, JON DeLUCA wishes that the Family Trustee seek out the advice of MICHAEL T. NEDDER and KEN SPRINGER on a quarterly basis to determine the best course of action for the investment of Trust property;

WHEREAS, JON DeLUCA wishes that the Trustees of the Trust provide each of his children, who are beneficiaries of the Trust, with a credit card that the Trust shall pay the balance of at the end of each month;

WHEREAS, JON DeLUCA wishes to provide instruction to the Trustees in the event that a certain trust entitled the "Jon A. DeLuca Insurance Trust" dated August 31, 2017 created by JON A. DeLUCA, as Grantor and DOUGLAS SCOTT DeLUCA, as Trustee (the "Insurance Trust"), is not funded. In such an event that the Insurance Trust is not funded, JON DeLUCA wishes that the Trustees of the Trust provide for his father's, ELIGIO A. DeLUCA, of

Pittsburgh, Pennsylvania, health, support and/or maintenance, and/or to support his father in his father's accustomed manner of living. Further, JON DeLUCA wishes that the Trustees of the Trust distribute to his father up to FIFTY THOUSAND AND 00/100 DOLLARS ($50,000) on an annual basis; and

WHEREAS, JON DeLUCA wishes to provide further instruction to the Trustees in the event that the Insurance Trust is not funded, in such an event, JON DeLUCA wishes that the Trustees of the Trust pay for the education (including preparatory, college, postgraduate and professional training) of any of his nieces and/or nephews.

NOW, THEREFORE, the undersigned, JON A. DeLUCA, implements the following changes to the Trust:

1. MICHAEL T. NEDDER is hereby appointed as Independent Trustee of the Trust, effective immediately, pursuant to the provisions of ARTICLE VII, Section 7.2 of the Trust.

2. MICHAEL T. NEDDER is hereby indemnified from all actions taken by PREMIER TRUST, INC and DOUG DeLUCA prior to MICHAEL T. NEDDER's appointment as Co-Independent Trustee.

3. KEN SPRINGER is hereby appointed as Successor Independent Trustee of the Trust if MICHAEL T. NEDDER shall resign or be unable or unwilling to serve as Independent Trustee of the Trust for any reason, pursuant to the provisions of ARTICLE VII, Section 7.2 of the Trust.

4. GOLDMAN SACHS is hereby appointed as Successor Independent Trustee of the Trust if KEN SPRINGER and PREMIER TRUST, INC. shall both resign or be unable or unwilling to serve as Co-Independent Trustees of the Trust for any reason, pursuant to the provisions of ARTICLE VII, Section 7.2 of the Trust.

5. the undersigned, JON A. DeLUCA does hereby request that the Family Trustee seek out the advice of MICHAEL T. NEDDER and KEN SPRINGER on a quarterly basis to determine the best course of action for the investment of Trust property.

6. the undersigned, JON A. DeLUCA does hereby request that the Trustees of the Trust provide each of his children with a credit card that the Trust shall pay the balance of at the end of each month;

7. the undersigned, JON A. DeLUCA does hereby request, in the event that the Insurance Trust is not funded, that the Trustees of the Trust provide for the health, support and/or maintenance, and/or to support of his father in his father's accustomed manner of living, and to distribute to his father up to FIFTY THOUSAND AND 00/100 DOLLARS ($50,000) on an annual basis; and

8. the undersigned, JON A. DeLUCA does hereby request, in the event that the Insurance Trust is not funded, that the Trustees of the Trust provide for the education expenses of his nieces and nephews.

IN WITNESS WHEREOF, the undersigned has signed this document this 30th day of April, 2018.

Witness Beatrix Tobey

Witness Marisa Salvin

Jon A. DeLuca

ACCEPTANCE OF SUCCESSOR INDEPENDENT TRUSTEE

Witness Beatrix Tobey

Witness Marisa Salvin

Michael T. Nedder

STATE OF CONNECTICUT)
) ss. Darien April 30, 2018
COUNTY OF FAIRFIELD)

Personally appeared JON A. DeLUCA, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me,

Commissioner of the Superior Court/
~~Notary Public~~

STATE OF CONNECTICUT)
) ss. Darien April 30, 2018
COUNTY OF FAIRFIELD)

Personally appeared MICHAEL T. NEDDER, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me,

Commissioner of the Superior Court/
~~Notary Public~~

EXHIBIT B

Martie McBride

From: Martie McBride
Sent: Friday, December 13, 2019 9:06 AM
To: Jo Briggs
Cc: Michael Nedder
Subject: RE: Christmas Gifts

Jo:

Sorry for the delay in responding. This time of year is usually very busy both professionally and personally. As you are aware Jon set up the trust for the benefit Julia and Alex for their lifetime. Any funds spent out of the trust are spent on behalf of Julia and Alex including, housing, education, and travel. The credit cards that were issued to them gives them access to funds to purchase the items they desire. If there are gifts that Jon would normally have provided , the kids can spend the money out of the trust to buy them. As long as the funds are spent for Alex and Julia, there should be no issues.

We are trying to help the kids understand that this is their money and that they are the ones who should be making decisions on how it is spent. Obviously as their parent you will have input but we are hopeful that we can get the kids more involved in spending decisions.

As far as reimbursement for expenses for 10/15-11/16 plus vacation expenses, we have requested those funds to be transferred into our account for payment. We expect to get that reimbursement to you shortly.

Please note going forward we will need advance notice of reimbursements in excess of $2,000.00 per item. We would like to give our financial advisors adequate notice so that we can ensure reimbursements can be made in a timely manner. We reserve the right to deny any reimbursement that is not previously approved

Martie McBride
Nedder & Associates, LLC
3 Parklands Drive
Suite 201
Darien, CT 06820

Tel: (203) 621-0577
Fax: (203) 621-0626

Sent wirelessly, please excuse any errors

DISCLAIMER: This e-mail message and any attachments are intended solely for the use of the individual or entity to which it is addressed and may contain information that is confidential or legally privileged. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, copying or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately and permanently delete this message and any attachments.

IRS CIRCULAR 230 DISCLOSURE: Although this written communication may address certain tax issues, it is not a reliance opinion as described in IRS Circular 230 and, therefore, it cannot be relied upon by itself to avoid any tax penalties. If you would like a reliance opinion letter, please contact us and we will discuss our procedures for preparing one.

From: Jo Briggs <jjsbriggs@gmail.com>
Sent: Thursday, December 12, 2019 5:08 PM
To: Michael Nedder <mtnedder@nedderlaw.com>; Martie McBride <mmcbride@nedderlaw.com>
Subject: Fwd: Christmas Gifts

Like any financially responsible individual, I operate within a budget. I am trying to determine what that budget is and it goes without saying time is of essence with Christmas less than 2 weeks away. I am therefore asking again for a response to my emails below.

Sent from my iPhone

Begin forwarded message:

> **From:** Jo Briggs <jjsbriggs@gmail.com>
> **Date:** December 10, 2019 at 11:26:35 AM EST
> **To:** Martie McBride <mmcbride@nedderlaw.com>, Michael Nedder <mtnedder@nedderlaw.com>
> **Subject: Fwd: Christmas Gifts**
>
> I would appreciate a response on this and an update on the last expense reimbursement.
>
> Sent from my iPhone
>
> Begin forwarded message:
>
> > **From:** Jo Briggs <jjsbriggs@gmail.com>
> > **Date:** December 4, 2019 at 4:57:07 PM EST
> > **To:** Martie McBride <mmcbride@nedderlaw.com>, Michael Nedder <mtnedder@nedderlaw.com>
> > **Subject: Christmas Gifts**
> >
> > Given the issues we are having with the vacation expenses (which I don't understand given Jon's history of taking the kids on very expensive trips, typically overseas), I thought it would be wise to ask if any of the kids Christmas gifts will be covered. I am the only person buying them anything for Christmas and of course am trying to make it not feel that way. Their lists are fairly short but expensive and I had already bought them several things not on the lists. It would help me decide what to get them if I know whether the costs will be solely on me, or part of it covered by the estate.
> >
> > Jo

EXHIBIT C

Martie McBride

From: Martie McBride
Sent: Monday, January 20, 2020 11:10 AM
To: Jo Briggs
Cc: Michael Nedder
Subject: RE: Expenses 11/19/19 through 1/13/2020

Jo:

We will reimburse the expenses shortly. Would it be possible to send us a copy of the Verizon bill as we think it is a little excessive for two phones. We would hope that in the future, gifts for the children will be purchased through the credit cards for budgeting purposes.

Regarding the vacation expenses, these seem to be on the expensive side to send two children on vacation which does not include airfare. We understand that Jon liked to take expensive vacations and we want to make sure that these are in line with trips that Jon would have taken. Further, we need to understand the cost of the airfare as well and if there will be any similar expenses such as the dolphin excursion. We would prefer that you use the credit card for the bulk of the charges for vacation, excursions, gifts, etc. I'm sure you realize that no one likes surprises and if you would provide estimates of all costs of vacations, including airfare, excursions, etc. it would make reimbursements run more smoothly.

Martie McBride
Nedder & Associates, LLC
3 Parklands Drive
Suite 201
Darien, CT 06820

Tel: (203) 621-0577
Fax: (203) 621-0626

Sent wirelessly, please excuse any errors

DISCLAIMER: This e-mail message and any attachments are intended solely for the use of the individual or entity to which it is addressed and may contain information that is confidential or legally privileged. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, copying or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately and permanently delete this message and any attachments.

IRS CIRCULAR 230 DISCLOSURE: Although this written communication may address certain tax issues, it is not a reliance opinion as described in IRS Circular 230 and, therefore, it cannot be relied upon by itself to avoid any tax penalties. If you would like a reliance opinion letter, please contact us and we will discuss our procedures for preparing one.

From: Jo Briggs <jjsbriggs@gmail.com>
Sent: Monday, January 13, 2020 9:37 AM
To: Martie McBride <mmcbride@nedderlaw.com>
Subject: Expenses 11/19/19 through 1/13/2020

Hi Martie -

Happy New Year. Below are expenses 11/19/19 through 1/13/2020.

Tatty:
$400 - work week of 11/8
$400 - work week of 11/25
$300 - Julia tennis tournament 12/7 and 12/8
$400 - work week of 12/2
$400 - work week of 12/9
$400 - work week of 12/26
$400 - work week of 12/23
$400 - dog sitting 12/26-1/3
$400 - work week of 12/6
$200 - Julia tennis tournament at Rocky Hill

$800 - I gave Tatty an $800 year end bonus/Christmas gift. I also bought her a personal gift from me and the children. I leave it up to the estate to decide if you want to contribute to all or part of this expense.

Verizon:
$312 - paid 12/13
$312 - paid 1/13

Christmas Gifts: Based on your email response, I would suggest that the estate pay for Julia's new iPhone (since I had already bought all Christmas gifts when her iPhone 7 died a few days before Christmas) and some of the clothes I bought for them (the ones that were functional (for school or sports)).
$731.69 - iPhone X and case for Jluia
$41.14 - Wrangler (shirts for Alex) 12/13
$132.71 - American Eagle (sweaters for school for Julia) 12/10
$125 - St. Luke's school bookshop (sweatshirt and sweatpants for Julia)
$126.56 - Patagonia Fleece for Alex 12/6
$126.56 - Patagonia Fleece for Julia 12/4
$85.04 - Steve Madden (shoes Julia) 12/4
$188 - Vuori Clothing (work out clothes and t-shirts for Alex) 12/11
$241 - Darien Sports Shop (bathing suits and joggers for Alex) 12/14
$52.98 - Amazon (flannel shirts for Alex) 12/6 and 12/11

Other:
$125 - Christmas gift for school shuttle drivers
$900 - 6 pack with Craig Austrie (basketball training held at BlueStreak facility but billed independently)
$30 - Amazon dog food order
$117.50 - Amazon order (Sherpa lined flannel shirt, rain jacket and long sleeve shirt) holiday gift for family supported through Brunswick
$191.40 - Amazon (2 Seagate portable 5TB external hard drives for Alex and Julia)
$43.19 - Lacrosse Unlimited (Alex) 12/6
$216.94 - Lululemon (work out clothes Julia) 12/4
$294 - Delphinus Hyatt Ziva (Julia and Alex swimming with Dolphins) 12/28

EXHIBIT D

Martie McBride

From: Jo Briggs <jjsbriggs@gmail.com>
Sent: Thursday, July 30, 2020 10:30 AM
To: Martie McBride
Subject: Fwd: Expenses 5/1-7/7/2020
Attachments: HiltonHeadReservation.pdf

Martie - we asked the rental agent for our vacation house to try rebook as we were worried about the quarantine upon our return (conflicted with Julia and Alex's sport commitments). Rebooking was the only way to get a refund. They have just let me know that they have been able to do that and the full amount is being refunded. So please ignore the vacation expenses outlined in the email below. If a reimbursement check has already been issued, I will send a check back to you for the vacation expenses.

Sent from my iPhone

Begin forwarded message:

> **From:** Jo Briggs <jjsbriggs@gmail.com>
> **Date:** July 7, 2020 at 4:04:09 PM EDT
> **To:** Martie McBride <mmcbride@nedderlaw.com>
> **Subject: Expenses 5/1-7/7/2020**
>
> **Tatty (paid via Venmo):**
> $400 - work week of 5/4
> $400 - work week of 5/11
> $400 - work week of 5/18
> $400 - work week of 5/25
> $400 - work week of 6/1
> $400 - work week of 6/8
> $400 - work week of 6/15
> $400 - work week of 6/22
> $400 - work week of 6/29
>
> $20 - gas for Julia's car on 6/2
>
> **Todd Paul (Tennis Lessons for Julia paid via Venmo)**
> $120 - lesson 5/3
> $240 - lessons 5/5 and 5/7
> $240 - lessons 5/15 and 5/19
> $360 - lessons 5/21, 5/26 and 5/28
> $600 - lessons 6/2, 6/4, 6/9, 6/11, 6/12
> $600 - lessons 6/16, 6/18, 6/20, 6/23 and 6/25
> $240 - lessons 6/30 and 72
>
> **Jamison Moore (Lacrosse lessons for Alex paid via Venmo)**
> $120 - lessons 6/8, 6/9 and 6/12
> $160 - lessons 6/25, 6/26, 6/28 and 7/2

Mick O'Brien (Soccer lessons for Alex paid by personal check)
$280 - lessons week of 6/22
$150 - lessons week of 6/29
$250 - lessons week of 6/1

Verizon
$259.61 paid 6/12
$259.61 paid 5/12

Vacation:

Combining our previously scheduled trips to Cancun and Jamaica, we have rented a house 8/1 to 8/8 in Hilton Head, South Carolina. There are 6 going (Chris, myself, Julia, Alex, Brendan and Owen). The contract and proof of payment are attached.

Total per person is $3,444.42, a **total of $6,888.85 for Julia and Alex.**

It is like we will drive, but if things improve and we are able to fly, I will charge those flights directly to the credit card.

Tuesday, June 2, 2020

Joanne Briggs
85 Harrison Ave
New Canaan, CT 06840

Reservation Booking Confirmation #BKG-01389

Booking 1 (7 Nights) – 22 Sandhill Crane Road. (6 BR, 6.75 BA, Max. Occupancy 18)

ARRIVAL	DEPARTURE	DATE BOOKED
Saturday 08/01/2020 - 4:00 PM	**Saturday 08/08/2020 - 10:00 AM**	**Monday 05/18/2020**

Rental Rate Detail

Lodging Rate Rent	Avg $2435.71/night	(08/01/2020 –08/07/2020)	$17050.00
		Rates Subtotal	**$17050.00**

Booking Charges

Rental Charge	$17050.00
Reservation Fee	$1534.50
$17/Car/Week	$34.00
Taxes	$2048.05
Total Booking Charges	**$20666.55**

Charges and Payments	**Date Posted**	
Booking Charges (Booking 1)		$20666.55
CC: Joanne Briggs Amex 5009	05/19/2020	$-8266.62
CC: Joanne Briggs Amex 5009	06/02/2020	$-12399.93
Total Balance Due		**$0.00**

Deposit/Payment Schedule	**Date Due**	**Amount Due**
Auto Deposit Booking (SAND22)	05/18/2020	$0.00
Auto Deposit Booking (SAND22)	06/02/2020	$0.00

Please reference the following page for arrival instructions

Below are arrival instructions & directions to our office.

Check-in time is after 4pm / Check-out time is before 10am

IT'S OUR ARRIVAL DAY, WHAT DO WE DO?

If your packet was mailed to you in advance, please follow the arrival instructions on your check-in letter to get you directly to your rental property. For any arrival packets received in advance, you do not need to stop by our office. *If your packet was mailed to you in advance, do not forget to bring that with you as it contains everything you need to access the rental property.*

Arrival packets are mailed in advance as long as we have your signed rental agreement returned and you are paid in full. You will receive it approximately two weeks prior to your arrival via USPS. We will send you an email when it is on the way so you know to be on the lookout. *Packets are **not** able to be mailed to any reservations staying in Turtle Lane Club or any last minute reservations.*

If your packet was **not** mailed to you in advance, you will need to stop by our office to pick up your welcome packet. We are located on the south end of Hilton Head Island, between the Cross Island Bridge and the Sea Pines Circle. To get to our office, follow these directions:

Once you have made it to Hilton Head Island, you are going to want to take the Cross Island Expressway (**Toll Road - $1.25**). As you come over the Cross Island Expressway, the road becomes Palmetto Bay Road at the bottom of the bridge. Continue for roughly 1.2 miles and take a left onto Bow Circle. It is the turn in between Coastal States Bank and Grayco Hardware. Follow Bow Circle until you reach #19 on your left. We are located in the Cambridge Center. As you are looking at the Cambridge Center, our office is the last one on the right.

AFTER HOUR ARRIVALS

If arrive after business hours, we will automatically place your packet in the lockbox located adjacent to our main office door (*however, please note there is another lockbox in the middle of our parking lot – this is another company's lockbox*).

The code to access the lockbox is "143" – our lock has roman numerals marked "I" "IV" "III"

First, turn knob to the left to clear the clock and then enter the code; turn knob to the right AND lift lid at the same time. If you accidentally enter the code wrong, or have issues, turn the knob to the left to reset the pins and start over.

LET'S NOT THINK ABOUT LEAVING YET, BUT WHAT DO WE NEED TO DO?

slot on the lockbox adjacent to our main office door. If your property is keyless and you do not have any key cards and/or fobs – you do not need to stop by our office upon check-out.

Coastal Home & Villa
19 Bow Circle, Suite F
Hilton Head Island, SC 29928
www.coastalhomeandvilla.com
hello@coastalhomeandvilla.com
843-842-4100

EXHIBIT E

Statement Billing Period	03/27/20 - 04/26/20
Payment Due Date	May 23, 2020
Minimum Payment Due	$185.75

UBS Visa Signature credit card statement

Prepared for. DOUGLAS SCOTT DELUCA
Primary Card Number Ending in: 2843

Questions? Call 1-800-762-1000
ubs.com/onlineservices

Customer News

Enroll in Card Activity Alerts for your UBS credit and debit cards by logging into UBS Online Services. Then go to My Profile > Alerts & Notifications to manage all your alert options.

Credit card payment reminder
Do not mail payment. Your Statement Balance in the amount of $6,627.68 is scheduled to be paid on 5/20/20 from your UBS Account. Thank you.

Account Summary

Minimum Payment Due	$185.75
Payment Due Date	05/23/20
Credit Line	$13,000.00
Available Credit Line	$6,372.32
Cash Credit Line	$5,200.00
Available Cash Line	$5,200.00
Past Due Amount	$0.00
Overlimit Amount	$0.00

Activity Summary

Previous Balance	$9,395.09
- Payments	$7,795.65
+ Purchases	$4,973.49
- Other Credits	$0.00
+ Cash Advances	$0.00
+ Fees	$0.00
+ Interest	$54.75
Statement Balance	$6,627.68

Payment Information*

Statement Balance	$6,627.68
Minimum Payment Due	$185.75
Payment Due Date	05/23/2020

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to $38.00 and your APRs may be increased to the Penalty APR of 29.24%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

For Instance

If you make no additional charges using this card and each month you pay	You will pay off the balance shown on this statement in about	And you will end up paying the estimated total of
Only the Minimum Payment	11 years	$10,465
$231	3 years	$8,316 (Savings = $2,149)

If you would like information about credit counseling services, call 1-800-762-1000.
The phone number for UBS Bank USA is 1-800-762-1000. New York residents may contact the New York state department of financial services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. 1-800-342-3736 or www dfs.ny.gov

* Repayment information is based on your account activity and the APRs on your account as of the closing date of this statement. Account activity after the closing date is not reflected. To view your most recent transaction activity online, go to ubs com/onlineservices.

Detach here. Please make checks payable to " UBS Card Services " and include this payment coupon in the enclosed envelope. Please allow 7 - 10 business days for U.S. Postal Service delivery.

If undeliverable, return to:
UBS BANK USA - CARD SERVICES
PO BOX 84040
COLUMBUS GA 31908-4040

Card Number Ending in	2843
Minimum Payment Due	$185.75
Statement Balance	$6,627.68
Payment Due Date	May 23, 2020

You are enrolled in Automated Pay Credit Card.

Send payments to:

DOUGLAS SCOTT DELUCA
2002 MOHICAN CT
CHESWICK PA 15024-2322

UBS BANK USA - CARD SERVICES
PO BOX 203219
DALLAS TX 75320-3219

052320 7826000014094548 9 0000018575 9

Important information about your UBS credit card

Lost or stolen card. Your credit card is issued by UBS Bank USA If your card is lost or stolen, please contact us immediately at any time at 1-888-762-1232 for the UBS Visa Infinite credit card or 1-800-762-1000 for the UBS Visa Signature credit card You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us In any case, your liability will not exceed $50

Payment Information. Each billing cycle, you must pay at least the Minimum Payment Due shown on your monthly statement by its Payment Due Date. Both the Minimum Payment Due and Payment Due Date are noted on your statement At any time you may pay more than the Minimum Payment Due up to the full amount you owe us, however you cannot "pay ahead " This means that if you pay more than the required Minimum Payment Due in any billing cycle or if you make more than one payment in a billing cycle, you will still need to pay the next month's required Minimum Payment Due by your next Payment Due Date Remember to make all checks payable to UBS Card Services. **Please allow 7 days for the U.S. Postal Service to deliver your payment to us. Upon our receipt, your available credit may not be increased by the payment amount for up to 7 days to ensure the funds from the bank on which your payment is drawn are collected and not returned.** When you provide a check as payment on this Account, you authorize us to either use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. For inquiries, please call 1-888-762-1232 for the UBS Visa Infinite credit card or 1-800-762-1000 for the UBS Visa Signature credit card.

Mailed Payments. A conforming payment received by us by 5:00 p.m Central time will be credited to your account the day of receipt A "conforming payment" is a payment that: 1) is mailed using the enclosed envelope and payment coupon included with this statement to UBS Bank USA - Card Services, P.O. Box 203219, Dallas, TX 75320-3210 and 2) is in the form of a single, non-folded check or money order made payable in US dollars from a US based institution. Any payment that does not meet these requirements or any payment with multiple checks or money orders, additional correspondence, staples, paperclips, etc. will be considered a "non-conforming payment," which may delay the crediting of the payment for up to 5 days. We can accept late payments, partial payments, checks and money orders marked "Paid in Full" or language having the same effect without losing any of our rights under this Agreement and such payments may be sent to the following address: UBS Bank USA - Card Services, P.O Box 203219, Dallas, TX, 75320-3210.

Other payment options.

Online: Visit *ubs.com/onlineservices* to sign up for Pay Credit Card to pay your account online. Payments made through Pay Credit Card will be credited to your account that same day if requested prior to 4:00 p.m Eastern time for debits from an external account and 6:00 p m Eastern time for debits from a UBS Resource Management Account (RMA) or UBS Business Services Account BSA account. *Available only for cardholders with an RMA or UBS Business Services Account BSA.*

Pay by Phone: To make a payment by phone, please call 1-888-762-1232 for the UBS Visa Infinite credit card or 1-800-762-1000 for the UBS Visa Signature credit card. Payments made from an outside account by 5:00 p m. Eastern time will be credited to your account same day Payments made from your UBS account by 6:00 p m Eastern time are also credited same day. Application of any phone payment to your credit line may be delayed for up to 7 days.

Overnight payments: Send overnight courier service or USPS Priority Mail payments to UBS Bank USA - Card Services, 2975 Regent Boulevard, P O. Box 203219, Irving, TX 75063. A payment received at this address by 5:00 p.m. Central time that otherwise meets the requirements of a conforming payment will be credited to your account that same day

Automatic repayment of cash advances through *CashConnect* : The *CashConnect* feature on your UBS credit card account will automatically repay new Cash Advances obtained from ATMs and financial institutions (*CashConnect* Cash Advances), each night, with available funds from your UBS Resource Management Account (RMA) or your UBS Business Services Account BSA (either referred to as your UBS Account) When we use your UBS Account to repay your *CashConnect* Cash Advance transaction in full, you will not incur any interest charges If there are insufficient funds in your UBS Account to pay off your *CashConnect* Cash Advances balance in full, then the APR for your Cash Advances will apply as of the original transaction date on any remaining balance. You will be charged the APR on Cash Advances on your remaining *CashConnect* Cash Advance balance until it is repaid in full. Applicable ATM surcharge fees may apply. No other account balances are paid through the *CashConnect* feature. If you choose not to participate in the *CashConnect* feature, please contact us at 1-888-762-1232 for the UBS Visa Infinite credit card or 1-800-762-1000 for the UBS Visa Signature credit card. *Available only for cardholders with an RMA or Business Services Account BSA.*

Accrual of interest and how to avoid paying interest on purchases. Your due date is at least 23 days after the close of each billing cycle. On Purchases, interest begins to accrue as of the transaction date. However, if you paid the Statement Balance from your previous billing statement by the Payment Due Date on that statement, then (1) we will not impose interest on Purchases during your current billing period if you pay the Statement Balance on the current billing

Continued on back of next page

My Choice Rewards Points from UBS

Account Summary	Total Points
Beginning Points this period	59,055
Points earned this period	4,982
Bonus points	0
Adjustments	0
Redemptions	205,632
Ending points balance	269,669

*For more details on your rewards points activity, please visit us online at ubs.com/uscards

Activity for DOUGLAS SCOTT DELUCA - Card ending in 2843

Date	Description	Amount
Payments		
04/01	PAYMENT THANK YOU	-$5,000.00
04/20	PAYMENT THANK YOU	-$2,795.65
	Total Payments Activity	-$7,795.65

Activity for JULIA DELUCA - Card ending in 2850

Date	Description	Amount
Purchases		
03/27	Spotify USA 877-7781161 NY	$10.69
03/27	CHINGS TABLE NEW CANAAN CT	$88 53
03/28	Prime Video*LK4BA7553 888-802-3080 WA	$2.11
03/29	FILLING IN THE BLANKS FILLINGINTHEBCT	$102.90
03/30	UBER EATS HELP UBER.COMCA	$23.91
03/30	AMAZON.COM*8J7ML74X3 AMZNAMZN.COM/BILLWA	$20.16
04/02	AMAZON.COM*ZQ0AP4RP3 AMZNAMZN.COM/BILLWA	$24.99
04/03	TRADESYK03PVL0 HTTPSWWW.TRADCA	$79 76
04/06	AMZN Mktp US*XG8NX14G3 Amzn.com/billWA	$13.64
04/06	AMAZON COM*CO9134FF3 AMZNAMZN.COM/BILLWA	$14.75
04/06	AMAZON.COM*Z20151A93 AMZNAMZN.COM/BILLWA	$30.84
04/07	AMAZON.COM*GD40O20C3 AMZNAMZN COM/BILLWA	$9.04
04/07	Prime Video*AJ4QM7EN3 888-802-3080 WA	$4.23
04/10	Prime Video*XV4196RZ3 888-802-3080 WA	$21.19
04/11	AMAZON.COM*NJ6CI5TO3 AMZNAMZN.COM/BILLWA	$19.08
04/11	pickmyboutique.com 6169 INTERNET	$94.61
04/11	PSYCHTESTS 5147453189 QC	$6.95
04/12	UBER EATS HELP.UBER.COMCA	$33.99
04/13	AMZN Mktp US*XY4IW9223 Amzn.com/billWA	$14.88
04/13	AMZN Mktp US*P99319663 Amzn.com/billWA	$29.99
04/15	AMZN MKTP US*V717M4RW3 AMAMZN.COM/BILLWA	$31.89
04/15	Amazon.com*3W5VO0V73 Amzn.com/billWA	$14 24
04/15	AMZN Mktp US*5W84D73E3 Amzn com/billWA	$14.88
04/19	UBER EATS HELP.UBER.COMCA	$42.59
04/20	PANERA BREAD #601662 O 203-750-9703 CT	$89.44
04/20	CHEGG ORDER 844-224-5952 CA	$10.55
04/21	Amazon.com*6P9W28J53 Amzn.com/billWA	$12.99
04/21	SignUp *UniteToFight5k 888-3851360 CT	$126.50
04/22	AMZN Mktp US*5529I3EO3 Amzn.com/billWA	$21.26
04/23	Prime Video*RT8MM7KG3 888-802-3080 WA	$19.60
	Total Purchases Activity	$1,030.18

Activity for ALEXANDER DELUCA - Card ending in 2868

Date	Description	Amount
Purchases		
03/27	Microsoft*Xbox Redmond WA	$85 07
03/27	PAYPAL *CATCHCHEATE 402-935-7733 CA	$4.99
03/31	MICROSOFT*XBOX MSBILL.INFO WA	$10.62
03/31	MICROSOFT*XBOX MSBILL.INFO WA	$42.53
04/01	Microsoft*Xbox Redmond WA	$106.34
04/01	PAYPAL *PATREON INC MEMB402-935-7733 CA	$10.00
04/02	AMZN Mktp US*O12H01PQ3 Amzn.com/billWA	$20 19
04/04	MICROSOFT*XBOX MSBILL.INFO WA	$53.16

statement by the Payment Due Date in the current billing period, and (2) we will credit any payment applied toward Purchases as of the first day in your current billing period if you make a payment by the Payment Due Date in the current billing period that is less than the Statement Balance. If a Statement Balance was shown on your previous billing statement and you did not pay the Statement Balance by the Payment Due Date on that statement, then we will not impose Interest Charges on any Purchases during the current billing period if you pay the Statement Balance shown on the current billing statement by the Payment Due Date in the current billing period For Balance Transfers, interest will accrue from the day we send the Balance Transfer to the payee. For Checks, interest will accrue from the day the payee accepts the check For Cash Advances, interest will accrue from the day you take the Cash Advance.

How we will calculate your balance subject to interest rate. We use a method called "daily balance" (including new purchases) To determine the amount of interest to be charged on your Account, we first calculate the "Balance Subject to Interest Rate" separately for Purchases, for Balance Transfers, and for Cash Advances. We apply the applicable Daily Periodic Rate or the DPR (the DPR for each category is the applicable APR shown on the front of the statement divided by 365), to each of the applicable daily balances for i) Purchases, ii) Balance Transfers, and iii) Cash Advances. The daily balances for Purchases, for Balance Transfers, and for Cash Advances are each calculated separately and determined as follows: We take the beginning balances for each transaction type on your Account each day, including any interest calculated on the previous day's balance, add to the respective balances any new transaction, subtract any payments or credits and make any other applicable adjustment(s) Your Cardmember Agreement provides for compounding of interest. A credit balance is treated as a balance of zero. If you multiply the "Balance Subject to Interest Rate" for each balance category as shown on your monthly billing statement by the number of days in the billing period and then multiply each sum by the applicable DPR, the results will be the interest assessed, except for minor variations caused by rounding

Credit bureau reports and disputes. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report If you believe that an entry we have made on your credit report is inaccurate or incomplete, please contact the credit bureau directly or contact us at UBS Bank USA, Card Operations Division, 315 Deaderick Street, 5th Floor, Nashville, TN 37238. We will request your name, your account number; the credit bureau where you received the credit report; a description of the error; and why you believe it is an error. We will promptly investigate, notify you of our findings, and, if warranted, send an update to the credit bureaus within 30 days

What to do if you think you find an error on your statement
If you think there is an error on your statement, please write to us at

UBS Bank USA - Card Operations Division
315 Deaderick Street, 5th Floor
Nashville, TN 37238

In your letter, give us the following information

- Account Information: your name and account number
- Dollar amount: the dollar amount of the suspected error
- Description of problem: if you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.
While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your rights if you are dissatisfied with your credit card purchases
If you are dissatisfied with the goods or services that you have purchased with your credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase To use this right, all of the following must be true

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50 (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase Purchases made with Cash Advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase

If all the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at.

UBS Bank USA - Disputes Department
P.O. Box 84040
Columbus, GA 31908

While we investigate, the same rules apply to the disputed amount as referenced above in the section covering errors on your statement. After we finish our investigation, we will notify you of our decision At that point, if we think you owe an amount and you do not pay that amount, we may report you as delinquent.

Please refer to your Cardmember Agreement for additional information about the terms of your Account.

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04/05	Microsoft*Xbox Redmond WA	$53.16
04/05	PAYPAL *SCENTBIRD 402-935-7733 NY	$15.90
04/05	Microsoft*Xbox Redmond WA	$2.12
04/06	MICROSOFT*XBOX MSBILL.INFO WA	$42.53
04/08	MBI-PROBILLER.COM 855-232-9555	$29.99
04/09	AMAZON COM*TC3EH8DP3 AMZNAMZN.COM/BILLWA	$21.79
04/09	AMZN Mktp US*UR9WN9ES3 Amzn.com/billWA	$55.29
04/09	Microsoft*Xbox Redmond WA	$42.53
04/09	MBI-PROBILLER.COM 855-232-9555	$31.89
04/10	Microsoft*Xbox Redmond WA	$25.51
04/11	UBER EATS HELP.UBER.COMCA	$18.62
04/11	MICROSOFT*XBOX MSBILL INFO WA	$4.78
04/11	MBI-PROBILLER.COM 855-232-9555	$34.97
04/11	MBI*PROBILLER.COM 855-232-9555 CA	$127.61
04/12	Microsoft*Xbox Redmond WA	$42.53
04/12	Microsoft*Xbox Redmond WA	$4.78
04/12	Microsoft*Xbox Redmond WA	$21.26
04/12	Microsoft*Xbox Redmond WA	$0.95
04/13	UBER EATS HELP.UBER COMCA	$16.63
04/14	MICROSOFT*EA ACCESS 1 MONMSBILL.INFO WA	$5.31
04/16	Microsoft*Xbox Redmond WA	$7.17
04/19	Spotify USA 877-7781161 NY	$10.69
04/19	MICROSOFT*XBOX MSBILL.INFO WA	$4.78
04/19	MBI-PROBILLER.COM 855-232-9555	$10.62
04/20	Amazon Prime*SZ42M9C73 Amzn.com/billWA	$12.99
04/20	APPLE.COM/BILL 866-712-7753 CA	$2 99
04/21	SP * NELK FULLSEND COM MISSISSAUGA ON	$49.53
04/21	SP * NELK FULLSEND.COM MISSISSAUGA ON	$89.75
04/21	MICROSOFT*XBOX MSBILL.INFO WA	$21.26
04/21	MICROSOFT*XBOX MSBILL INFO WA	$53.16
04/21	AMAZON.COM*J88B26EL3 AMZNAMZN COM/BILLWA	$25.51
04/22	Audible*T57G75ET3 Amzn.com/billNJ	$15.90
04/23	PAYPAL *NETFLIX COM 402-935-7733 CA	$13.90
04/23	HLU*Hulu 1473264570177-U HULU.COM/BILLCA	$12.83
04/23	MICROSOFT*XBOX MSBILL.INFO WA	$53.16
04/24	AMZN MKTP US*I43KC6563 AMAMZN.COM/BILLWA	$15.94
	Total Purchases Activity	$1,331.23

Activity for JOANNE BRIGGS - Card ending in 2876

Date	Description	Amount
Purchases		
03/27	APPLE.COM/BILL 866-712-7753 CA	$10 69
03/28	APPLE.COM/BILL 866-712-7753 CA	$2.99
03/28	APPLE.COM/BILL 866-712-7753 CA	$14.96
04/01	APPLE.COM/BILL 866-712-7753 CA	$70.59
04/01	AUSTIN W FEENEY DDS PC 203-9663042 CT	$265.00
04/01	SCOTTYS LAKESIDE RESORT 518-6682467 NY	$276.39
	Check In Date: 07/09/20 Check Out Date	
	Daily Rate: $0.00 Taxes: $0.00	
04/03	APPLE.COM/BILL 866-712-7753 CA	$17.11
04/03	APPLE.COM/BILL 866-712-7753 CA	$13.90
04/03	BURGERS SHAKES AND FRIES DARIEN CT	$102.34
04/04	CHINGS TABLE NEW CANAAN CT	$68 70
04/06	APPLE.COM/BILL 866-712-7753 CA	$19.23
04/08	Dick'sSportingGoods com 877-8469997 PA	$47.85
04/09	APPLE COM/BILL 866-712-7753 CA	$5.34
04/10	APPLE COM/BILL 866-712-7753 CA	$2.13
04/11	IN *DANIEL T LIMOUSINE, L203-5365298 CT	$210.00
04/12	WHITEFLOWERFARM MAILORDER800-4116159 CT	$184.09
04/14	SITEGROUND HOSTING 866-6052484 VA	$144.83
04/16	VETSOURCE 877-738-4443 OR	$67.68
04/16	VCA DARIEN A. H. #730 DARIEN CT	$487.80
04/17	HBC EVENT SERVICES 5053460522 NM	$81.66
	Check In Date: 04/16/20 Check Out Date	
	Daily Rate: $0.00 Taxes: $0.00	
04/17	APPLE.COM/BILL 866-712-7753 CA	$4.26
04/18	IN *DANIEL T LIMOUSINE, L203-5365298 CT	$105.00
04/21	APPLE.COM/BILL 866-712-7753 CA	$1.06
04/21	APPLE COM/BILL 866-712-7753 CA	$10 69
04/21	APPLE.COM/BILL 866-712-7753 CA	$42.79

04/21	DENTAL SPECIALISTS OF DARDARIEN CT	$345.00
04/22	WALGREENS #09821 NEW CANAAN CT	$10.00
	Total Purchases Activity	$2,612.08

Summary of Interest Charged

Date	Description	Amount
04/24	INTEREST CHARGE-PURCHASES	$54.75
	Total Interest for this period	$54.75

2020 Totals Year-to-Date Summary of Fees and Interest	
Total Fees Charged in 2020	$0.38
Total Interest Charged in 2020	$54 75

Interest Charge Calculation - 31 Days in Billing Cycle

	Balance Subject to Interest Rate	ANNUAL PERCENTAGE RATE (APR)	Interest Charge
PURCHASES	$4,225.55	15.24% (v)	$54.75
BALANCE TRANSFERS	$0.00	15.24% (v)	$0.00
CASH ADVANCES	$0.00	22 24% (v)	$0.00
Total			$54.75

Your Annual Percentage Rate (APR) is the annual interest rate on your account. (v) = Variable Rate

Statement Billing Period:	04/27/20 - 05/26/20
Payment Due Date	June 23, 2020
Minimum Payment Due	$586.84

UBS Visa Signature credit card statement

Prepared for: DOUGLAS SCOTT DELUCA
Primary Card Number Ending in: 2843

Questions? Call 1-800-762-1000
ubs.com/onlineservices

Customer News

Enroll in Card Activity Alerts for your UBS credit and debit cards by logging into UBS Online Services. Then go to My Profile > Alerts & Notifications to manage all your alert options.

Account is 30 days past due
Your minimum payment is 30 days past due. If your account becomes more than 60 days past due, the Penalty APR may be applied to your account. Please make your payment today. If you have already sent your payment, please disregard this message.

Credit card payment reminder
Do not mail payment. Your Statement Balance in the amount of $12,664.86 is scheduled to be paid on 6/20/20 from your UBS Account. Thank you.

Account Summary

Minimum Payment Due	$586.84
Payment Due Date	06/23/20
Credit Line	$13,000.00
Available Credit Line	$335.14
Cash Credit Line	$5,200.00
Available Cash Line	$335.14
Past Due Amount	$185.75
Overlimit Amount	$0.00

Activity Summary

Previous Balance	$6,627 68
- Payments	$0 00
+ Purchases	$6,851.33
- Other Credits	$965 24
+ Cash Advances	$0.00
+ Fees	$27.00
+ Interest	$124.09
Statement Balance	$12,664.86

Payment Information*

Statement Balance	$12,664.86
Minimum Payment Due	$586.84
Payment Due Date	06/23/2020
Minimum Payment Due includes the following:	
Past Due Amount	$185 75

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to $38.00 and your APRs may be increased to the Penalty APR of 29.24%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

For Instance

If you make no additional charges using this card and each month you pay	You will pay off the balance shown on this statement in about	And you will end up paying the estimated total of
Only the Minimum Payment	13 years	$20,201

If you would like information about credit counseling services, call 1-800-762-1000.

The phone number for UBS Bank USA is 1-800-762-1000 New York residents may contact the New York state department of financial services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. 1-800-342-3736 or www.dfs ny gov

* Repayment information is based on your account activity and the APRs on your account as of the closing date of this statement. Account activity after the closing date is not reflected. To view your most recent transaction activity online, go to ubs com/onlineservices.

Detach here. Please make checks payable to " UBS Card Services " and include this payment coupon in the enclosed envelope. Please allow 7 - 10 business days for U.S. Postal Service delivery.

If undeliverable, return to:
UBS BANK USA - CARD SERVICES
PO BOX 84040
COLUMBUS GA 31908-4040

Card Number Ending in	2843
Minimum Payment Due	$586.84
Statement Balance	$12,664.86
Payment Due Date	June 23, 2020

You are enrolled in Automated Pay Credit Card.

Send payments to:

DOUGLAS SCOTT DELUCA
2002 MOHICAN CT
CHESWICK PA 15024-2322

UBS BANK USA - CARD SERVICES
PO BOX 203219
DALLAS TX 75320-3219

062320 7826000014094548 9 0000058684 9

Important information about your UBS credit card

Lost or stolen card. Your credit card is issued by UBS Bank USA. If your card is lost or stolen, please contact us immediately at any time at 1-888-762-1232 for the UBS Visa Infinite credit card or 1-800-762-1000 for the UBS Visa Signature credit card You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed $50

Payment Information. Each billing cycle, you must pay at least the Minimum Payment Due shown on your monthly statement by its Payment Due Date. Both the Minimum Payment Due and Payment Due Date are noted on your statement. At any time you may pay more than the Minimum Payment Due up to the full amount you owe us, however you cannot "pay ahead." This means that if you pay more than the required Minimum Payment Due in any billing cycle or if you make more than one payment in a billing cycle, you will still need to pay the next month's required Minimum Payment Due by your next Payment Due Date. Remember to make all checks payable to UBS Card Services. **Please allow 7 days for the U.S. Postal Service to deliver your payment to us. Upon our receipt, your available credit may not be increased by the payment amount for up to 7 days to ensure the funds from the bank on which your payment is drawn are collected and not returned.** When you provide a check as payment on this Account, you authorize us to either use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution For inquiries, please call 1-888-762-1232 for the UBS Visa Infinite credit card or 1-800-762-1000 for the UBS Visa Signature credit card.

Mailed Payments. A conforming payment received by us by 5:00 p.m. Central time will be credited to your account the day of receipt A "conforming payment" is a payment that: 1) is mailed using the enclosed envelope and payment coupon included with this statement to UBS Bank USA - Card Services, P.O. Box 203219, Dallas, TX 75320-3210 and 2) is in the form of a single, non-folded check or money order made payable in US dollars from a US based institution. Any payment that does not meet these requirements or any payment with multiple checks or money orders, additional correspondence, staples, paperclips, etc. will be considered a "non-conforming payment," which may delay the crediting of the payment for up to 5 days We can accept late payments, partial payments, checks and money orders marked "Paid in Full" or language having the same effect without losing any of our rights under this Agreement and such payments may be sent to the following address: UBS Bank USA - Card Services, P.O. Box 203219, Dallas, TX, 75320-3210.

Other payment options.

Online: Visit *ubs.com/onlineservices* to sign up for Pay Credit Card to pay your account online. Payments made through Pay Credit Card will be credited to your account that same day if requested prior to 4.00 p.m. Eastern time for debits from an external account and 6:00 p.m. Eastern time for debits from a UBS Resource Management Account (RMA) or UBS Business Services Account BSA account. *Available only for cardholders with an RMA or UBS Business Services Account BSA.*

Pay by Phone: To make a payment by phone, please call 1-888-762-1232 for the UBS Visa Infinite credit card or 1-800-762-1000 for the UBS Visa Signature credit card. Payments made from an outside account by 5:00 p.m. Eastern time will be credited to your account same day. Payments made from your UBS account by 6:00 p.m. Eastern time are also credited same day. Application of any phone payment to your credit line may be delayed for up to 7 days.

Overnight payments: Send overnight courier service or USPS Priority Mail payments to UBS Bank USA - Card Services, 2975 Regent Boulevard, P.O. Box 203219, Irving, TX 75063. A payment received at this address by 5:00 p.m. Central time that otherwise meets the requirements of a conforming payment will be credited to your account that same day.

Automatic repayment of cash advances through *CashConnect* : The *CashConnect* feature on your UBS credit card account will automatically repay new Cash Advances obtained from ATMs and financial institutions (*CashConnect* Cash Advances), each night, with available funds from your UBS Resource Management Account (RMA) or your UBS Business Services Account BSA (either referred to as your UBS Account). When we use your UBS Account to repay your *CashConnect* Cash Advance transaction in full, you will not incur any interest charges If there are insufficient funds in your UBS Account to pay off your *CashConnect* Cash Advances balance in full, then the APR for your Cash Advances will apply as of the original transaction date on any remaining balance. You will be charged the APR on Cash Advances on your remaining *CashConnect* Cash Advance balance until it is repaid in full. Applicable ATM surcharge fees may apply No other account balances are paid through the *CashConnect* feature If you choose not to participate in the *CashConnect* feature, please contact us at 1-888-762-1232 for the UBS Visa Infinite credit card or 1-800-762-1000 for the UBS Visa Signature credit card. *Available only for cardholders with an RMA or Business Services Account BSA.*

Accrual of interest and how to avoid paying interest on purchases. Your due date is at least 23 days after the close of each billing cycle. On Purchases, interest begins to accrue as of the transaction date. However, if you paid the Statement Balance from your previous billing statement by the Payment Due Date on that statement, then (1) we will not impose interest on Purchases during your current billing period if you pay the Statement Balance on the current billing

Continued on back of next page

You've Earned Bonus Points
Congratulations! You have earned 1,247 bonus points this month.

My Choice Rewards Points from UBS

Account Summary	Total Points
Beginning Points this period	269,669
Points earned this period	5,887
Bonus points	1,247
Adjustments	0
Redemptions	0
Ending points balance	276,803

*For more details on your rewards points activity, please visit us online at ubs.com/uscards

Activity for JULIA DELUCA - Card ending in 2850

Date	Description	Amount
Payments		
05/16	ARITZIA.COM 855-274-8942 NY	-$64.32
05/17	Prime Video 888-802-3080 WA	-$16.95
	Total Payments Activity	-$81.27
Purchases		
04/24	AMZN Mktp US*XQ1C96693 Amzn.com/billWA	$17.01
04/25	UBER EATS HELP.UBER.COMCA	$35.83
04/25	CHICK-FIL-A #03712 NORWALK CT	$25.72
04/26	PAYPAL *SHOPYYTTSHI 4029357733	$41.99
04/26	WWW SOUFEEL COM HONG KONG	$122.73
04/27	Spotify USA 877-7781161 NY	$10.69
04/27	Amazon.com*IF09T3FL3 Amzn.com/billWA	$4.76
04/29	ARITZIA.COM 855-274-8942 NY	$235.02
04/29	Amazon.com*K68WI3E63 Amzn.com/billWA	$9.56
04/29	AMZN Mktp US*1K6S91RN3 Amzn.com/billWA	$101.03
04/29	AMZN Mktp US*Z00FF46O3 Amzn.com/billWA	$41 87
04/30	Prime Video*HA0RH01G3 888-802-3080 WA	$2 11
04/30	Prime Video*VG2SU0593 888-802-3080 WA	$2 11
04/30	AMAZON.COM*EK5805223 AMZNAMZN COM/BILLWA	$24.34
05/01	AMZN Mktp US*060N06A93 Amzn.com/billWA	$32.15
05/01	SQ *GOFER ICE CREAM OF DADarien CT	$11.60
05/01	BERTUCCI'S #032 DARIEN CT	$47.55
05/02	VENMO 855-812-4430 NY	$30.90
05/03	PANERA BREAD #601662 O 203-750-9703 CT	$88.25
05/03	MCDONALD'S F1913 NORWALK CT	$21.10
05/06	Prime Video*HU5N92CK3 888-802-3080 WA	$2.11
05/06	Prime Video*514VY6BE3 888-802-3080 WA	$2.11
05/07	ACT PROGRAMS 800-498-6065 IA	$13.83
05/08	AMAZON.COM*7D4HU0NO3 AMZNAMZN.COM/BILLWA	$23.59
05/08	AMZN Mktp US*0I3G71WT3 Amzn.com/billWA	$23.98
05/08	Amazon.com*KA2882UR3 Amzn.com/billWA	$37.00
05/08	Prime Video*DT08L9NX3 888-802-3080 WA	$3 17
05/08	AMZN DIGITAL*IC4NM4Z53 88888-802-3080 WA	$2.11
05/08	CHINGS TABLE NEW CANAAN CT	$95 44
05/09	Prime Video*OM2IP1XP3 888-802-3080 WA	$2.11
05/09	Prime Video*JS0RV4RU3 888-802-3080 WA	$2.11
05/09	UBER EATS HELP.UBER.COMCA	$37.67
05/09	GOGLIA NUTRITION LLC 844-7097848 CA	$39.00
05/10	Prime Video*GH7V61CX3 888-802-3080 WA	$2.11
05/11	Prime Video*EK5RV3913 888-802-3080 WA	$2.11
05/12	Prime Video*MC8RF8DF1 888-802-3080 WA	$2.11
05/12	Prime Video*MC85S2D00 888-802-3080 WA	$8 50
05/14	Prime Video*MC8R81K50 888-802-3080 WA	$2.11
05/14	AMZN Mktp US*MC1R23KY1 Amzn.com/billWA	$34.98
05/14	Prime Video*MC6EY17R1 888-802-3080 WA	$2.11
05/14	Prime Video*MC9QW99S1 888-802-3080 WA	$2 11
05/15	Prime Video*MC69J4IW0 888-802-3080 WA	$2.11
05/15	Prime Video*MC2S93RL0 888-802-3080 WA	$2.11
05/16	SWIRL NEW CANAAN CT	$24.20
05/17	Prime Video*MC60H9942 888-802-3080 WA	$15.89
05/17	Prime Video*M735I3F60 888-802-3080 WA	$2.11
05/17	Prime Video*M725B9FL0 888-802-3080 WA	$16.95
05/17	SQ *GOFER ICE CREAM OF DADarien CT	$11.10
05/18	STARBUCKS 800-782-7282 WA	$25.00
05/18	CHINGS TABLE 203-9728550 CT	$48.84

statement by the Payment Due Date in the current billing period, and (2) we will credit any payment applied toward Purchases as of the first day in your current billing period if you make a payment by the Payment Due Date in the current billing period that is less than the Statement Balance. If a Statement Balance was shown on your previous billing statement and you did not pay the Statement Balance by the Payment Due Date on that statement, then we will not impose Interest Charges on any Purchases during the current billing period if you pay the Statement Balance shown on the current billing statement by the Payment Due Date in the current billing period For Balance Transfers, interest will accrue from the day we send the Balance Transfer to the payee For Checks, interest will accrue from the day the payee accepts the check For Cash Advances, interest will accrue from the day you take the Cash Advance.

How we will calculate your balance subject to interest rate. We use a method called "daily balance" (including new purchases) To determine the amount of interest to be charged on your Account, we first calculate the "Balance Subject to Interest Rate" separately for Purchases, for Balance Transfers, and for Cash Advances We apply the applicable Daily Periodic Rate or the DPR (the DPR for each category is the applicable APR shown on the front of the statement divided by 365), to each of the applicable daily balances for i) Purchases, ii) Balance Transfers, and iii) Cash Advances. The daily balances for Purchases, for Balance Transfers, and for Cash Advances are each calculated separately and determined as follows. We take the beginning balances for each transaction type on your Account each day, including any interest calculated on the previous day's balance, add to the respective balances any new transaction, subtract any payments or credits and make any other applicable adjustment(s) Your Cardmember Agreement provides for compounding of interest. A credit balance is treated as a balance of zero. If you multiply the "Balance Subject to Interest Rate" for each balance category as shown on your monthly billing statement by the number of days in the billing period and then multiply each sum by the applicable DPR, the results will be the interest assessed, except for minor variations caused by rounding.

Credit bureau reports and disputes. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you believe that an entry we have made on your credit report is inaccurate or incomplete, please contact the credit bureau directly or contact us at UBS Bank USA, Card Operations Division, 315 Deaderick Street, 5th Floor, Nashville, TN 37238. We will request your name; your account number, the credit bureau where you received the credit report; a description of the error; and why you believe it is an error We will promptly investigate, notify you of our findings, and, if warranted, send an update to the credit bureaus within 30 days.

What to do if you think you find an error on your statement
If you think there is an error on your statement, please write to us at

UBS Bank USA - Card Operations Division
315 Deaderick Street, 5th Floor
Nashville, TN 37238

In your letter, give us the following information:

- Account Information: your name and account number
- Dollar amount. the dollar amount of the suspected error
- Description of problem: if you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake You must contact us within 60 days after the error appeared on your statement

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.
While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your rights if you are dissatisfied with your credit card purchases
If you are dissatisfied with the goods or services that you have purchased with your credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase To use this right, all of the following must be true,

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50 (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase Purchases made with Cash Advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at

UBS Bank USA - Disputes Department
P.O Box 84040
Columbus, GA 31908

While we investigate, the same rules apply to the disputed amount as referenced above in the section covering errors on your statement. After we finish our investigation, we will notify you of our decision. At that point, if we think you owe an amount and you do not pay that amount, we may report you as delinquent.

Please refer to your Cardmember Agreement for additional information about the terms of your Account

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05/18	GULF OIL 91190032 NEW CANAAN CT	$39.76
05/19	Amazon.com*M744U2NB0 Amzn.com/billWA	$33 50
05/19	Amazon.com*M75ON7JX1 Amzn.com/billWA	$31.89
05/19	AMZN MKTP US*M74OL8JF1 AMAMZN.COM/BILLWA	$11.70
05/19	VENMO 855-812-4430 NY	$16 48
05/19	PAYPAL *DONOVANTENN 402-935-7733 MA	$275.00
05/20	BSN SPORTS LLC 800-227-7404 TX	$85.00
05/20	CHEGG ORDER 844-224-5952 CA	$10.55
05/20	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$6.25
05/20	zaful com Internet	$47.95
05/21	LULULEMONCOM* 877-263-9300 CA	$30.84
05/21	VENMO 855-812-4430 NY	$12 36
05/22	LULULEMONCOM* 877-263-9300 CA	$123 37
05/22	VENMO 855-812-4430 NY	$22.66
05/22	VENMO 855-812-4430 NY	$15.45
05/22	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$9.70
05/22	CHICK-FIL-A #03712 NORWALK CT	$20.78
05/23	Prime Video*M72OB6XJ0 888-802-3080 WA	$4.23
05/23	UBER EATS HELP.UBER.COMCA	$35.90
05/23	LULULEMONCOM* 877-263-9300 CA	$164.84
05/24	VENMO 855-812-4430 NY	$257.50
05/25	UBER EATS HELP.UBER.COMCA	$39.11
05/25	Prime Video*M72903G12 888-802-3080 WA	$21.19
05/25	SQ *GOFER ICE CREAM OF DADarien CT	$15.06
05/25	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$6.25
	Total Purchases Activity	$2,732.32

Activity for ALEXANDER DELUCA - Card ending in 2868

Date	Description	Amount
Purchases		
04/23	EPOCH.COM *paperstree 8008938871 FL	$24.87
04/24	GRAMMARLY COTC9IOWX GRAMMARLY.COMCA	$59 95
04/24	MICROSOFT*XBOX MSBILL.INFO WA	$42.53
04/25	MICROSOFT*XBOX MSBILL.INFO WA	$53 16
04/25	PAYPAL *JAXXON 402-935-7733 CA	$79.00
04/25	MBI-PROBILLER.COM 855-232-9555	$119.99
04/25	MBI-PROBILLER COM 855-232-9555	$1 00
04/27	PAYPAL *CATCHCHEATE 402-935-7733 CA	$4.99
04/28	PAYPAL *MINECRAFT 35314369001	$26.95
04/29	MBI-PROBILLER.COM 855-232-9555	$34.97
05/01	MBI-PROBILLER.COM 855-232-9555	$1.00
05/01	MBI-PROBILLER.COM 855-232-9555	$1.00
05/01	PAYPAL *PATREON INC MEMB402-935-7733 CA	$10 00
05/03	PAYPAL *BBRIGGS333 402-935-7733 CA	$82.62
05/05	PAYPAL *SCENTBIRD 402-935-7733 NY	$15 90
05/06	AMZN Mktp US*HL72118U3 Amzn.com/billWA	$45.72
05/06	AMZN Mktp US*TF2LM0GP3 Amzn.com/billWA	$21.26
05/06	AMAZON COM*BC2U771S3 AMZNAMZN.COM/BILLWA	$42 22
05/06	AMAZON COM*TG4F54OJ3 AMZNAMZN.COM/BILLWA	$17 55
05/07	MBI-PROBILLER.COM 855-232-9555	$34.97
05/08	Microsoft*Xbox Redmond WA	$53.16
05/08	Microsoft*Xbox Redmond WA	$53.16
05/08	MICROSOFT*XBOX MSBILL INFO WA	$53.16
05/08	MBI-PROBILLER.COM 855-232-9555	$39.99
05/09	Microsoft*Xbox Redmond WA	$21.26
05/09	UBER EATS HELP.UBER.COMCA	$21.94
05/09	MBI-PROBILLER.COM 855-232-9555	$31.89
05/10	Microsoft*Xbox Redmond WA	$106.34
05/10	Microsoft*Xbox Redmond WA	$53.16
05/10	MICROSOFT*XBOX MSBILL.INFO WA	$53.16
05/10	MBI-PROBILLER.COM 855-232-9555	$29.99
05/11	MBI-PROBILLER COM 855-232-9555	$34.97
05/11	PAYPAL *CHICK-FIL-A #0371402-935-7733 NE	$10.29
05/12	Microsoft*Xbox Redmond WA	$53.16
05/12	AMZN Mktp US*MC2C85DB1 Amzn.com/billWA	$51.27
05/13	GULF OIL 91190032 NEW CANAAN CT	$2.33
05/14	MICROSOFT*EA ACCESS 1 MONMSBILL.INFO WA	$5.31
05/15	Microsoft*Xbox Redmond WA	$53.16
05/15	Microsoft*Xbox Redmond WA	$53.16
05/15	Microsoft*Xbox Redmond WA	$53.16

05/15	SWIRL NEW CANAAN CT	$24.89
05/16	Microsoft*Xbox Redmond WA	$31.89
05/16	Microsoft*Xbox Redmond WA	$106.34
05/17	MBI-PROBILLER.COM 855-232-9555	$10.62
05/19	Spotify USA 877-7781161 NY	$10.69
05/19	Amazon Prime*M73GH7J00 Amzn.com/billWA	$12.99
05/20	Microsoft*Xbox Redmond WA	$53.16
05/20	ONLYFANS COM 8886880458 IL	$5.00
05/20	ONLYFANS.COM 8886880458 IL	$10.99
05/20	APPLE.COM/BILL 866-712-7753 CA	$2.99
05/22	Audible*M730H3TS2 Amzn.com/billNJ	$15.90
05/22	MBI-PROBILLER COM 855-232-9555	$1.00
05/22	MBI-PROBILLER.COM 855-232-9555	$1.00
05/22	MBI-PROBILLER.COM 855-232-9555	$2.12
05/23	PAYPAL *NETFLIX COM 402-935-7733 CA	$13 90
05/23	HLU*Hulu 1473264576901-U HULU.COM/BILLCA	$12.83
05/23	DOORDASH*GARDEN CATERI WWW.DOORDASH.CA	$39.38
05/23	800-893-8871 EPOCH EPOCH.COM CA	$24.87
05/24	ONLYFANS.COM 8886880458 IL	$5.00
05/24	ONLYFANS.COM 8886880458 IL	$25.00
05/24	ONLYFANS.COM 8886880458 IL	$44.00
05/24	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$12.40
05/24	THE ROYAL GREEN STAMFORD CT	$16.57
05/24	MBI-PROBILLER COM 855-232-9555	$39.99
05/24	MBI-PROBILLER.COM 855-232-9555	$34.97
05/25	CKO*Patreon* Membership 833-9728766 CA	$25.00
	Total Purchases Activity	$2,137.16

Activity for JOANNE BRIGGS - Card ending in 2876

Date	Description	Amount
Payments		
05/05	LULULEMONCOM* 877-263-9300 CA	-$459.43
05/13	SCOTTYS LAKESIDE RESORT 518-6682467 NY	-$276.39
05/22	HBC EVENT SERVICES 505-346-0522 NM	-$66.66
05/22	HBC EVENT SERVICES 505-346-0522 NM	-$81.49
	Total Payments Activity	-$883.97
Purchases		
04/25	IN *DANIEL T LIMOUSINE, L203-5365298 CT	$105.00
04/27	APPLE.COM/BILL 866-712-7753 CA	$10 68
04/28	APPLE.COM/BILL 866-712-7753 CA	$10.69
04/29	APPLE COM/BILL 866-712-7753 CA	$2.99
04/29	APPLE.COM/BILL 866-712-7753 CA	$6.41
04/30	APPLE.COM/BILL 866-712-7753 CA	$25.65
04/30	GULF OIL 91190032 NEW CANAAN CT	$42.33
05/01	APPLE COM/BILL 866-712-7753 CA	$22.44
05/01	AUSTIN W FEENEY DDS PC 203-9663042 CT	$265.00
05/02	IN *DANIEL T LIMOUSINE, L203-5365298 CT	$105.00
05/03	APPLE COM/BILL 866-712-7753 CA	$22.44
05/06	CANINE COMPANY 800-818-3647 CT	$180 80
05/06	APPLE COM/BILL 866-712-7753 CA	$113.40
05/09	APPLE.COM/BILL 866-712-7753 CA	$6.72
05/09	IN *DANIEL T LIMOUSINE, L203-5365298 CT	$105.00
05/12	INTENSITY NORWALK CT	$314.00
05/13	APPLE.COM/BILL 866-712-7753 CA	$11.75
05/15	VETSOURCE 877-738-4443 OR	$67.68
05/16	IN *DANIEL T LIMOUSINE, L203-5365298 CT	$105.00
05/18	APPLE.COM/BILL 866-712-7753 CA	$58.83
05/19	WALGREENS #5823 877-250-5823 AZ	$10 00
05/20	APPLE.COM/BILL 866-712-7753 CA	$22.43
05/20	APPLE COM/BILL 408-974-1010 CA	$10.69
05/21	VICTORIASSECRET.COM 800-888-1500 OH	$89.33
05/23	IN *DANIEL T LIMOUSINE, L203-5365298 CT	$105.00
05/23	APPLE.COM/BILL 408-974-1010 CA	$21.39
05/24	APPLE.COM/BILL 866-712-7753 CA	$141.20
	Total Purchases Activity	$1,981.85

Summary of Fees

Date	Description	Amount
05/25	LATE PAYMENT FEE	$27.00
	Total Fees for this period	**$27.00**

Summary of Interest Charged

Date	Description	Amount
05/26	INTEREST CHARGE-PURCHASES	$124.09
	Total Interest for this period	**$124.09**

2020 Totals Year-to-Date Summary of Fees and Interest	
Total Fees Charged in 2020	$27 38
Total Interest Charged in 2020	$178.84

Interest Charge Calculation - 30 Days in Billing Cycle

	Balance Subject to Interest Rate	ANNUAL PERCENTAGE RATE (APR)	Interest Charge
PURCHASES	$9,895.15	15 24% (v)	$124.09
BALANCE TRANSFERS	$0.00	15.24% (v)	$0.00
CASH ADVANCES	$0.00	22.24% (v)	$0.00
Total			$124.09

Your Annual Percentage Rate (APR) is the annual interest rate on your account (v) = Variable Rate

Statement Billing Period:	05/27/20 - 06/26/20
Payment Due Date	July 23, 2020
Minimum Payment Due	$0.00

UBS Visa Signature credit card statement

Prepared for: DOUGLAS SCOTT DELUCA
Primary Card Number Ending in: 2843

Questions? Call 1-800-762-1000
ubs.com/onlineservices

Customer News

Enroll in Card Activity Alerts for your UBS credit and debit cards by logging into UBS Online Services. Then go to My Profile > Alerts & Notifications to manage all your alert options.

Credit card payment reminder
Do not mail payment. Your Statement Balance in the amount of ($2,963.75) is scheduled to be paid on 7/20/20 from your UBS Account. Thank you.

You currently have a credit balance. To receive a check for your Statement Balance please call us at 800-762-1000.

Account Summary

Minimum Payment Due	$0.00
Payment Due Date	07/23/20
Credit Line	$13,000 00
Available Credit Line	$13,000.00
Cash Credit Line	$5,200 00
Available Cash Line	$5,200.00
Past Due Amount	$0 00
Overlimit Amount	$0.00

Activity Summary

Previous Balance	$12,664.86
- Payments	$26,664.86
+ Purchases	$11,351.25
- Other Credits	$315 00
+ Cash Advances	$0 00
+ Fees	$0.00
+ Interest	$0.00
Statement Balance	-$2,963.75

Payment Information*

Statement Balance	-$2,963.75
Minimum Payment Due	$0.00
Payment Due Date	07/23/2020

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to $38.00 and your APRs may be increased to the Penalty APR of 29.24%.
Minimum Payment Warning: Your account currently has a credit balance and no minimum payment is due at this time.
The phone number for UBS Bank USA is 1-800-762-1000. New York residents may contact the New York state department of financial services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods 1-800-342-3736 or www.dfs.ny.gov

* Repayment information is based on your account activity and the APRs on your account as of the closing date of this statement. Account activity after the closing date is not reflected. To view your most recent transaction activity online, go to ubs.com/onlineservices.

Detach here. Please make checks payable to " UBS Card Services " and include this payment coupon in the enclosed envelope. Please allow 7 - 10 business days for U.S. Postal Service delivery

If undeliverable, return to:
UBS BANK USA - CARD SERVICES
PO BOX 84040
COLUMBUS GA 31908-4040

Card Number Ending in	2843
Minimum Payment Due	$0.00
Statement Balance	-$2,963.75
Payment Due Date	July 23, 2020

You are enrolled in Automated Pay Credit Card.

Send payments to:

DOUGLAS SCOTT DELUCA
2002 MOHICAN CT
CHESWICK PA 15024-2322

UBS BANK USA - CARD SERVICES
PO BOX 203219
DALLAS TX 75320-3219

072320 7826000014094548 9 0000000000 9

Important information about your UBS credit card

Lost or stolen card. Your credit card is issued by UBS Bank USA. If your card is lost or stolen, please contact us immediately at any time at 1-888-762-1232 for the UBS Visa Infinite credit card or 1-800-762-1000 for the UBS Visa Signature credit card You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed $50

Payment Information. Each billing cycle, you must pay at least the Minimum Payment Due shown on your monthly statement by its Payment Due Date Both the Minimum Payment Due and Payment Due Date are noted on your statement At any time you may pay more than the Minimum Payment Due up to the full amount you owe us, however you cannot "pay ahead." This means that if you pay more than the required Minimum Payment Due in any billing cycle or if you make more than one payment in a billing cycle, you will still need to pay the next month's required Minimum Payment Due by your next Payment Due Date. Remember to make all checks payable to UBS Card Services. **Please allow 7 days for the U.S. Postal Service to deliver your payment to us. Upon our receipt, your available credit may not be increased by the payment amount for up to 7 days to ensure the funds from the bank on which your payment is drawn are collected and not returned.** When you provide a check as payment on this Account, you authorize us to either use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. For inquiries, please call 1-888-762-1232 for the UBS Visa Infinite credit card or 1-800-762-1000 for the UBS Visa Signature credit card.

Mailed Payments. A conforming payment received by us by 5.00 p.m. Central time will be credited to your account the day of receipt. A "conforming payment" is a payment that: 1) is mailed using the enclosed envelope and payment coupon included with this statement to UBS Bank USA - Card Services, P.O Box 203219, Dallas, TX 75320-3210 and 2) is in the form of a single, non-folded check or money order made payable in US dollars from a US based institution. Any payment that does not meet these requirements or any payment with multiple checks or money orders, additional correspondence, staples, paperclips, etc. will be considered a "non-conforming payment," which may delay the crediting of the payment for up to 5 days. We can accept late payments, partial payments, checks and money orders marked "Paid in Full" or language having the same effect without losing any of our rights under this Agreement and such payments may be sent to the following address: UBS Bank USA - Card Services, P O. Box 203219, Dallas, TX, 75320-3210.

Other payment options.

Online: Visit *ubs.com/onlineservices* to sign up for Pay Credit Card to pay your account online Payments made through Pay Credit Card will be credited to your account that same day if requested prior to 4:00 p.m Eastern time for debits from an external account and 6:00 p.m. Eastern time for debits from a UBS Resource Management Account (RMA) or UBS Business Services Account BSA account. *Available only for cardholders with an RMA or UBS Business Services Account BSA.*

Pay by Phone: To make a payment by phone, please call 1-888-762-1232 for the UBS Visa Infinite credit card or 1-800-762-1000 for the UBS Visa Signature credit card. Payments made from an outside account by 5:00 p.m. Eastern time will be credited to your account same day. Payments made from your UBS account by 6:00 p.m. Eastern time are also credited same day. Application of any phone payment to your credit line may be delayed for up to 7 days

Overnight payments: Send overnight courier service or USPS Priority Mail payments to UBS Bank USA - Card Services, 2975 Regent Boulevard, P.O. Box 203219, Irving, TX 75063. A payment received at this address by 5:00 p.m. Central time that otherwise meets the requirements of a conforming payment will be credited to your account that same day

Automatic repayment of cash advances through *CashConnect* : The *CashConnect* feature on your UBS credit card account will automatically repay new Cash Advances obtained from ATMs and financial institutions (*CashConnect* Cash Advances), each night, with available funds from your UBS Resource Management Account (RMA) or your UBS Business Services Account BSA (either referred to as your UBS Account) When we use your UBS Account to repay your *CashConnect* Cash Advance transaction in full, you will not incur any interest charges. If there are insufficient funds in your UBS Account to pay off your *CashConnect* Cash Advances balance in full, then the APR for your Cash Advances will apply as of the original transaction date on any remaining balance. You will be charged the APR on Cash Advances on your remaining *CashConnect* Cash Advance balance until it is repaid in full Applicable ATM surcharge fees may apply No other account balances are paid through the *CashConnect* feature If you choose not to participate in the *CashConnect* feature, please contact us at 1-888-762-1232 for the UBS Visa Infinite credit card or 1-800-762-1000 for the UBS Visa Signature credit card. *Available only for cardholders with an RMA or Business Services Account BSA.*

Accrual of interest and how to avoid paying interest on purchases. Your due date is at least 23 days after the close of each billing cycle On Purchases, interest begins to accrue as of the transaction date. However, if you paid the Statement Balance from your previous billing statement by the Payment Due Date on that statement, then (1) we will not impose interest on Purchases during your current billing period if you pay the Statement Balance on the current billing

Continued on back of next page

You've Earned Bonus Points
Congratulations! You have earned 752 bonus points this month

My Choice Rewards Points from UBS

Account Summary	Total Points
Beginning Points this period	276,803
Points earned this period	11,040
Bonus points	752
Adjustments	0
Redemptions	0
Ending points balance	288,595

*For more details on your rewards points activity, please visit us online at ubs.com/uscards

Activity for DOUGLAS SCOTT DELUCA - Card ending in 2843

Date	Description	Amount
Payments		
05/27	PAYMENT THANK YOU	-$7,000 00
06/05	PAYMENT THANK YOU	-$1,500.00
06/11	PAYMENT THANK YOU	-$500 00
06/15	PAYMENT THANK YOU	-$5,000 00
06/19	PAYMENT THANK YOU	-$12,664 86
	Total Payments Activity	-$26,664.86

Activity for JULIA DELUCA - Card ending in 2850

Date	Description	Amount
Payments		
06/09	PAYPAL *DONOVANTENN 402-935-7733 MA	-$275.00
06/15	THE CONNECTICUT DERMATOLONORWALK CT	-$40.00
	Total Payments Activity	-$315.00
Purchases		
05/26	STARBUCKS 800-782-7282 WA	$25.00
05/27	Spotify USA 877-7781161 NY	$10.69
05/27	POSHMARK 650-488-7740 CA	$145.82
05/27	POSHMARK 650-488-7740 CA	$76 69
05/27	POSHMARK 650-488-7740 CA	$82 01
05/27	AMZN Mktp US*M75H25IP1 Amzn.com/billWA	$19.99
05/28	AMZN MKTP US*M77957Q52 AMAMZN.COM/BILLWA	$59.56
05/28	DARIEN SPORT SHOP DARIEN CT	$82.94
05/29	SQ *BRENDAN'S 101 NORWALK CT	$26.00
05/29	CHICK-FIL-A #03712 NORWALK CT	$12 39
05/30	VENMO 855-812-4430 NY	$30.90
05/30	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$19.91
05/31	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$11.60
06/01	STARBUCKS 800-782-7282 WA	$25.00
06/01	GIVINGZONE* NYJAYHAWKS GIVINGZONE.COCO	$20.00
06/02	WALGREENS #09821 NEW CANAAN CT	$34.37
06/02	EXXONMOBIL 97527592 NEW CANAAN CT	$50 27
06/04	ATHLETA ONLINE 877-3284538 OH	$57.43
06/05	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$11.60
06/06	STARBUCKS STORE 00877 NEW CANAAN CT	$10.68
06/06	CHICK-FIL-A #03712 203-831-0196 CT	$10.83
06/07	NORWALK GRASSROOTS HTTPSWWW.NORWCT	$204.81
06/07	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$4.85
06/07	MCDONALD'S F1913 NORWALK CT	$9.44
06/07	TONYS DELI & CATERING NEW CANAAN CT	$45.92
06/09	STARBUCKS 800-782-7282 WA	$25.00
06/09	Prime Video*MY4IH77M1 888-802-3080 WA	$21.19
06/10	UBER EATS HELP.UBER.COMCA	$4.22
06/10	UBER EATS HELP.UBER.COMCA	$28 16
06/10	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$5.36
06/11	AMAZON.COM*MY1K218N2 AMZNAMZN COM/BILLWA	$8.93
06/11	GULF OIL 91190032 NEW CANAAN CT	$41.85
06/12	LULUS.COM HTTPSWWW.LULUCA	$93 59
06/12	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$11.10
06/13	AMZN MKTP US*MS0AG5OG1 AMAMZN.COM/BILLWA	$51 05
06/13	Amazon.com*MY15C3242 Amzn.com/billWA	$14 80
06/13	STARBUCKS 800-782-7282 WA	$25.00

statement by the Payment Due Date in the current billing period, and (2) we will credit any payment applied toward Purchases as of the first day in your current billing period if you make a payment by the Payment Due Date in the current billing period that is less than the Statement Balance. If a Statement Balance was shown on your previous billing statement and you did not pay the Statement Balance by the Payment Due Date on that statement, then we will not impose Interest Charges on any Purchases during the current billing period if you pay the Statement Balance shown on the current billing statement by the Payment Due Date in the current billing period For Balance Transfers, interest will accrue from the day we send the Balance Transfer to the payee. For Checks, interest will accrue from the day the payee accepts the check. For Cash Advances, interest will accrue from the day you take the Cash Advance

How we will calculate your balance subject to interest rate. We use a method called "daily balance" (including new purchases) To determine the amount of interest to be charged on your Account, we first calculate the "Balance Subject to Interest Rate" separately for Purchases, for Balance Transfers, and for Cash Advances. We apply the applicable Daily Periodic Rate or the DPR (the DPR for each category is the applicable APR shown on the front of the statement divided by 365), to each of the applicable daily balances for i) Purchases, ii) Balance Transfers, and iii) Cash Advances. The daily balances for Purchases, for Balance Transfers, and for Cash Advances are each calculated separately and determined as follows: We take the beginning balances for each transaction type on your Account each day, including any interest calculated on the previous day's balance, add to the respective balances any new transaction, subtract any payments or credits and make any other applicable adjustment(s). Your Cardmember Agreement provides for compounding of interest A credit balance is treated as a balance of zero. If you multiply the "Balance Subject to Interest Rate" for each balance category as shown on your monthly billing statement by the number of days in the billing period and then multiply each sum by the applicable DPR, the results will be the interest assessed, except for minor variations caused by rounding

Credit bureau reports and disputes. We may report information about your account to credit bureaus Late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you believe that an entry we have made on your credit report is inaccurate or incomplete, please contact the credit bureau directly or contact us at UBS Bank USA, Card Operations Division, 315 Deaderick Street, 5th Floor, Nashville, TN 37238 We will request your name; your account number; the credit bureau where you received the credit report; a description of the error, and why you believe it is an error We will promptly investigate, notify you of our findings, and, if warranted, send an update to the credit bureaus within 30 days

What to do if you think you find an error on your statement
If you think there is an error on your statement, please write to us at:

UBS Bank USA - Card Operations Division
315 Deaderick Street, 5th Floor
Nashville, TN 37238

In your letter, give us the following information:

- Account Information. your name and account number
- Dollar amount: the dollar amount of the suspected error
- Description of problem: if you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question
While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance
- We can apply any unpaid amount against your credit limit

Your rights if you are dissatisfied with your credit card purchases
If you are dissatisfied with the goods or services that you have purchased with your credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services)
2. You must have used your credit card for the purchase Purchases made with Cash Advances from an ATM or with a check that accesses your credit card account do not qualify
3. You must not yet have fully paid for the purchase

If all the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

UBS Bank USA - Disputes Department
P.O. Box 84040
Columbus, GA 31908

While we investigate, the same rules apply to the disputed amount as referenced above in the section covering errors on your statement. After we finish our investigation, we will notify you of our decision. At that point, if we think you owe an amount and you do not pay that amount, we may report you as delinquent.

Please refer to your Cardmember Agreement for additional information about the terms of your Account

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06/13	URBANOUTFITTERS.COM 800-282-2200 PA	$21.26
06/14	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$5.36
06/14	ATHLETA ONLINE 877-3284538 OH	$45.94
06/15	PACSUN #0003 877-372-2786 CA	$44.62
06/15	TONYS DELI & CATERING NEW CANAAN CT	$6.70
06/15	RICO'S PIZZA STAMFORD CT	$31.40
06/16	AMZN Mktp US*MS55Q6O92 Amzn.com/billWA	$10.62
06/16	URBANOUTFITTERS.COM 800-282-2200 PA	$116 98
06/16	GUT REACTION DARIEN CT	$35.48
06/17	Amazon.com*MS6CT8360 Amzn com/billWA	$47.70
06/17	NORDSTROM DIRECT #0808 800-285-5800 IA	$72.32
06/17	NORDSTROM DIRECT #0808 800-285-5800 IA	$61.68
06/18	Amazon.com*MS3FX2GG1 Amzn.com/billWA	$51.38
06/18	PINOCCHIO PIZZA LLC NEW CANAAN CT	$34.33
06/18	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$5.36
06/18	BANANA REPUBLIC ON-LINE 888-2778959 OH	$182.41
06/19	SWIRL NEW CANAAN CT	$5.13
06/20	STARBUCKS STORE 07230 DARIEN CT	$7.25
06/20	TENGDA ASIAN BISTRO DARIEN CT	$28.13
06/21	CHEGG ORDER 844-224-5952 CA	$10.55
06/21	SQ *GOFER ICE CREAM OF DADarien CT	$16.46
06/21	GULF OIL 92044105 DARIEN CT	$2.31
06/22	SWIRL NEW CANAAN CT	$11.84
06/23	STARBUCKS 800-78Z-7282 WA	$25.00
06/23	THE UPS STORE 0760 NEW CANAAN CT	$18 79
06/23	BENEFIT NEW CANAAN NEW CANAAN CT	$53.18
06/24	AMZN Mktp US*MS5FI97E1 Amzn.com/billWA	$9.56
06/24	AMAZON.COM*MS5K097X1 AMZNAMZN.COM/BILLWA	$22.97
06/24	NCRC TENNIS LLC 203-9664558 CT	$63 81
06/25	DOORDASH*MR FROSTYS IC WWW.DOORDASH CA	$27.29
	Total Purchases Activity	$2,494.76

Activity for ALEXANDER DELUCA - Card ending in 2868

Date	Description	Amount
Purchases		
05/26	PACSUN #0003 877-372-2786 CA	$85.08
05/27	ONLYFANS COM 8886880458 IL	$33 00
05/27	ONLYFANS COM 8886880458 IL	$5.00
05/27	ONLYFANS.COM 8886880458 IL	$9.00
05/28	PACSUN #0003 877-372-2786 CA	$63 81
05/28	PACSUN #0003 877-372-2786 CA	$53 18
05/28	MBI-PROBILLER COM 855-232855-232-9555	$34.97
05/29	MBI-PROBILLER.COM 855-232855-232-9555	$31.89
05/29	MBI-PROBILLER.COM 855-232855-232-9555	$1.06
05/30	SWIRL NEW CANAAN CT	$19.07
05/31	Microsoft*Xbox Redmond WA	$42.53
05/31	MBI-PROBILLER.COM 855-232855-232-9555	$37.19
06/01	CKO*Patreon* Membership 833-9728766 CA	$25 00
06/01	ONLYFANS 8886880458 IL	$11.00
06/02	ONLYFANS COM 8886880458 IL	$5.00
06/02	ONLYFANS.COM 8886880458 IL	$15.00
06/02	MBI-PROBILLER.COM 855-232855-232-9555	$39.99
06/02	MBI-PROBILLER.COM 855-232855-232-9555	$34 97
06/03	AMZN Mktp US*MY2AX7J10 Amzn.com/billWA	$45.72
06/03	AMZN Mktp US*MY3CO5JP0 Amzn.com/billWA	$23.39
06/03	AMZN Mktp US*MY4R99OS2 Amzn.com/billWA	$40 40
06/03	PAYPAL * SUBWAY 36455 877-569-1113 FL	$14.26
06/05	Microsoft*Xbox Redmond WA	$10 62
06/05	Microsoft*Xbox Redmond WA	$26 58
06/05	MICROSOFT*XBOX LIVE GOLD MSBILL.INFO WA	$26.58
06/07	AMZN Mktp US*MY3TH46M1 Amzn com/billWA	$16.96
06/07	MBI-PROBILLER.COM 855-232-9555	$29.99
06/08	AMZN Mktp US*MY6AJ0HN0 Amzn.com/billWA	$31.89
06/08	AMZN Mktp US*MY57221W2 Amzn.com/billWA	$41 47
06/08	MBI-PROBILLER COM 855-232855-232-9555	$31 89
06/09	MBI-PROBILLER COM 855-232855-232-9555	$34 97
06/14	Microsoft*EA Access 1 Monmsbill.info WA	$5.31
06/15	MBI-PROBILLER.COM 855-232-9555	$10 62
06/18	AMZN Mktp US*MS0EC4LC2 Amzn.com/billWA	$21 26
06/19	Spotify USA 877-7781161 NY	$10.69

06/19	ONLYFANS 8886880458 IL	$24.99
06/20	Amazon Prime*M513N3050 Amzn com/billWA	$12.99
06/20	APPLE.COM/BILL 866-712-7753 CA	$2.99
06/20	ONLYFANS 8886880458 IL	$5.99
06/22	Audible*M50D546L1 Amzn.com/billNJ	$15 90
06/23	HLU*Hulu 1473264575719-U HULU COM/BILLCA	$12 83
06/23	MICROSOFT*XBOX MSBILL.INFO WA	$26,58
06/23	MBI-PROBILLER.COM 855-232-9555	$34.97
06/23	MBI-PROBILLER.COM 855-232-9555	$39.99
06/23	800-893-8871 EPOCH EPOCH.COM CA	$24.87
06/25	ONLYFANS.COM 8886880458 IL	$25.00
06/25	ONLYFANS COM 8886880458 IL	$11.00
06/25	ONLYFANS.COM 8886880458 IL	$20.00
06/25	ONLYFANS.COM 8886880458 IL	$9.00
06/25	ONLYFANS.COM 8886880458 IL	$15.00
	Total Purchases Activity	$1,251.44

Activity for JOANNE BRIGGS - Card ending in 2876

Date	Description	Amount
Purchases		
05/26	INTENSITY NORWALK CT	$162.00
05/27	APPLE.COM/BILL 866-712-7753 CA	$10 69
05/28	APPLE COM/BILL 866-712-7753 CA	$2.99
05/29	APPLE COM/BILL 866-712-7753 CA	$12 81
05/29	Amazon com*MY5N22FW1 Amzn.com/billWA	$350 00
05/29	ATHLETA ONLINE 877-3284538 OH	$57.43
05/30	SQ *AMANDA CRAIG DARIEN CT	$832.00
05/30	SQ *AMANDA CRAIG DARIEN CT	$1,040.00
05/30	APPLE.COM/BILL 866-712-7753 CA	$106.99
06/01	AUSTIN W FEENEY DDS PC 203-9663042 CT	$265.00
06/01	IN *DANIEL T LIMOUSINE, L203-5365298 CT	$105 00
06/01	SOLARIS RACQUET CLUB STAMFORD CT	$450.00
06/01	SOLARIS RACQUET CLUB STAMFORD CT	$450 00
06/03	APPLE.COM/BILL 800-275-2273 CA	$48.08
06/05	FITNESS SHOWROOMS OF LONGNORWALK CT	$1,729.25
06/05	DOORDASH*SHAKE SHACK WWW.DOORDASH CA	$35.31
06/06	CANINE COMPANY 800-818-3647 CT	$106.35
06/07	IN *DANIEL T LIMOUSINE, L203-5365298 CT	$105.00
06/08	APPLE.COM/BILL 866-712-7753 CA	$45.99
06/08	zaful.com Internet	$84 56
06/09	APPLE.COM/BILL 866-712-7753 CA	$5 34
06/09	GULF OIL 91190032 NEW CANAAN CT	$37 58
06/10	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$4.85
06/10	VICTORIASSECRET.COM 800-888-1500 OH	$129.20
06/10	EXXONMOBIL 97527592 NEW CANAAN CT	$3 50
06/11	DOORDASH*SHAKE SHACK WWW DOORDASH.CA	$37.77
06/11	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$16.69
06/11	PINOCCHIO PIZZA LLC NEW CANAAN CT	$29.35
06/12	TONYS DELI & CATERING NEW CANAAN CT	$7.77
06/12	SWIRL NEW CANAAN CT	$6.33
06/12	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$17.09
06/12	NORDSTROM DIRECT #0808 800-285-5800 IA	$61.68
06/13	APPLE.COM/BILL 866-712-7753 CA	$6.41
06/13	EXXONMOBIL 97527592 NEW CANAAN CT	$3 50
06/14	VETSOURCE 877-738-4443 OR	$67.68
06/14	TONYS DELI & CATERING NEW CANAAN CT	$5.36
06/14	TONYS DELI & CATERING NEW CANAAN CT	$19.47
06/14	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$4.85
06/14	WALGREENS #09821 NEW CANAAN CT	$4.95
06/14	THE APPLE CART @ MEAD PARNEW CANAAN CT	$10.00
06/15	WALGREENS #5823 877-250-5823 AZ	$10.00
06/15	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$4.85
06/16	DOORDASH*SHAKE SHACK WWW.DOORDASH.CA	$30 95
06/16	DICK'S SPORTING GOODS NORWALK CT	$62.71
06/16	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$4.85
06/16	CHICK-FIL-A #03712 203-831-0196 CT	$7.02
06/18	NIKE.COM 800-806-6453 OR	$90 40
06/18	CVS/PHARMACY #01213 NEW CANAAN CT	$4.17
06/18	THE ROYAL GREEN STAMFORD CT	$22.85
06/18	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$4.85

06/19	APPLE COM/BILL 866-712-7753 CA	$9.61
06/19	DICK'S SPORTING GOODS NORWALK CT	$35.10
06/19	CVS/PHARMACY #01280 GREENWICH CT	$7.67
06/19	THE ROYAL GREEN STAMFORD CT	$10.58
06/20	APPLE.COM/BILL 866-712-7753 CA	$4.26
06/20	APPLE COM/BILL 866-712-7753 CA	$10.69
06/20	EXXONMOBIL 97527592 NEW CANAAN CT	$3.50
06/21	UBER EATS HELP.UBER.COMCA	$31.82
06/21	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$4.85
06/21	EXXONMOBIL 97527592 NEW CANAAN CT	$6.49
06/22	SQ *UCBC NEW CANAAN New Canaan CT	$8.83
06/22	HOLE IN ONE ENTERPRISES OSTAMFORD CT	$19.81
06/22	ATHLETIC SHOE FACTORY NEW CANAAN CT	$90.40
06/22	COCA COLA ELMSFORD ELMSFORD NY	$2.00
06/22	COCA COLA ELMSFORD ELMSFORD NY	$2.00
06/22	PINOCCHIO PIZZA LLC NEW CANAAN CT	$2.52
06/23	UBER EATS HELP.UBER.COMCA	$23.71
06/23	SQ *UCBC NEW CANAAN New Canaan CT	$11.36
06/23	LEVI'S #803 866-860-8907 CA	$53.45
06/23	ATHLETIC SHOE FACTORY NEW CANAAN CT	$59.55
06/23	BURGERS SHAKES AND FRIES DARIEN CT	$61.57
06/23	STARBUCKS STORE 07230 DARIEN CT	$7.73
06/24	AMZN Mktp US*MS6G84MJ2 Amzn.com/billWA	$56.46
06/24	LEVI'S #803 866-860-8907 CA	$73.91
06/24	GULF OIL 91190032 NEW CANAAN CT	$46.01
06/24	THE ROYAL GREEN STAMFORD CT	$25.41
06/24	ATHLETA ONLINE 877-3284538 OH	$164.84
06/25	UBER EATS HELP.UBER.COMCA	$33.13
06/25	SWIRL NEW CANAAN CT	$4.81
06/25	GULF OIL 91190032 NEW CANAAN CT	$5.50
06/25	PINOCCHIO PIZZA LLC NEW CANAAN CT	$6.01
	Total Purchases Activity	$7,605.05

2020 Totals Year-to-Date Summary of Fees and Interest	
Total Fees Charged in 2020	$27.38
Total Interest Charged in 2020	$178.84

Interest Charge Calculation - 31 Days in Billing Cycle

	Balance Subject to Interest Rate	ANNUAL PERCENTAGE RATE (APR)	Interest Charge
PURCHASES	$0 00	15.24% (v)	$0 00
BALANCE TRANSFERS	$0.00	15.24% (v)	$0 00
CASH ADVANCES	$0.00	22 24% (v)	$0.00
Total			$0.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account. (v) = Variable Rate

Statement Billing Period:	04/27/20 - 05/26/20
Payment Due Date	June 23, 2020
Minimum Payment Due	$586.84

UBS Visa Signature credit card statement

Prepared for: DOUGLAS SCOTT DELUCA
Primary Card Number Ending in: 2843

Questions? Call 1-800-762-1000
ubs.com/onlineservices

Customer News

Enroll in Card Activity Alerts for your UBS credit and debit cards by logging into UBS Online Services. Then go to My Profile > Alerts & Notifications to manage all your alert options.

Account is 30 days past due
Your minimum payment is 30 days past due. If your account becomes more than 60 days past due, the Penalty APR may be applied to your account. Please make your payment today. If you have already sent your payment, please disregard this message.

Credit card payment reminder
Do not mail payment. Your Statement Balance in the amount of $12,664.86 is scheduled to be paid on 6/20/20 from your UBS Account. Thank you.

Account Summary

Minimum Payment Due	$586.84
Payment Due Date	06/23/20
Credit Line	$13,000.00
Available Credit Line	$335.14
Cash Credit Line	$5,200.00
Available Cash Line	$335.14
Past Due Amount	$185.75
Overlimit Amount	$0.00

Activity Summary

Previous Balance	$6,627.68
- Payments	$0.00
+ Purchases	$6,851.33
- Other Credits	$965.24
+ Cash Advances	$0.00
+ Fees	$27.00
+ Interest	$124.09
Statement Balance	$12,664.86

Payment Information*

Statement Balance	$12,664.86
Minimum Payment Due	$586.84
Payment Due Date	06/23/2020
Minimum Payment Due includes the following:	
Past Due Amount	$185.75

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to **$38.00** and your APRs may be increased to the Penalty APR of **29.24%**.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

For Instance

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying the estimated total of...
Only the Minimum Payment	13 years	$20,201

If you would like information about credit counseling services, call 1-800-762-1000.
The phone number for UBS Bank USA is 1-800-762-1000. New York residents may contact the New York state department of financial services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. 1-800-342-3736 or www.dfs.ny.gov

* Repayment information is based on your account activity and the APRs on your account as of the closing date of this statement. Account activity after the closing date is not reflected. To view your most recent transaction activity online, go to ubs.com/onlineservices.

Detach here. Please make checks payable to " UBS Card Services " and include this payment coupon in the enclosed envelope. Please allow 7 - 10 business days for U.S. Postal Service delivery.

If undeliverable, return to:
UBS BANK USA - CARD SERVICES
PO BOX 84040
COLUMBUS GA 31908-4040

Card Number Ending in	2843
Minimum Payment Due	$586.84
Statement Balance	$12,664.86
Payment Due Date	June 23, 2020

You are enrolled in Automated Pay Credit Card.

Send payments to:

DOUGLAS SCOTT DELUCA
2002 MOHICAN CT
CHESWICK PA 15024-2322

UBS BANK USA - CARD SERVICES
PO BOX 203219
DALLAS TX 75320-3219

062320 7826000014094548 9 0000058684 9

Important information about your UBS credit card

Lost or stolen card. Your credit card is issued by UBS Bank USA. If your card is lost or stolen, please contact us immediately at any time at 1-888-762-1232 for the UBS Visa Infinite credit card or 1-800-762-1000 for the UBS Visa Signature credit card. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed $50

Payment Information. Each billing cycle, you must pay at least the Minimum Payment Due shown on your monthly statement by its Payment Due Date. Both the Minimum Payment Due and Payment Due Date are noted on your statement. At any time you may pay more than the Minimum Payment Due up to the full amount you owe us, however you cannot "pay ahead." This means that if you pay more than the required Minimum Payment Due in any billing cycle or if you make more than one payment in a billing cycle, you will still need to pay the next month's required Minimum Payment Due by your next Payment Due Date. Remember to make all checks payable to UBS Card Services. **Please allow 7 days for the U.S. Postal Service to deliver your payment to us. Upon our receipt, your available credit may not be increased by the payment amount for up to 7 days to ensure the funds from the bank on which your payment is drawn are collected and not returned.** When you provide a check as payment on this Account, you authorize us to either use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. For inquiries, please call 1-888-762-1232 for the UBS Visa Infinite credit card or 1-800-762-1000 for the UBS Visa Signature credit card

Mailed Payments. A conforming payment received by us by 5:00 p.m. Central time will be credited to your account the day of receipt. A "conforming payment" is a payment that: 1) is mailed using the enclosed envelope and payment coupon included with this statement to UBS Bank USA - Card Services, P.O. Box 203219, Dallas, TX 75320-3210 and 2) is in the form of a single, non-folded check or money order made payable in US dollars from a US based institution. Any payment that does not meet these requirements or any payment with multiple checks or money orders, additional correspondence, staples, paperclips, etc will be considered a "non-conforming payment," which may delay the crediting of the payment for up to 5 days. We can accept late payments, partial payments, checks and money orders marked "Paid in Full" or language having the same effect without losing any of our rights under this Agreement and such payments may be sent to the following address UBS Bank USA - Card Services, P O. Box 203219, Dallas, TX, 75320-3210.

Other payment options.

Online: Visit *ubs.com/onlineservices* to sign up for Pay Credit Card to pay your account online Payments made through Pay Credit Card will be credited to your account that same day if requested prior to 4:00 p m. Eastern time for debits from an external account and 6:00 p.m. Eastern time for debits from a UBS Resource Management Account (RMA) or UBS Business Services Account BSA account *Available only for cardholders with an RMA or UBS Business Services Account BSA.*

Pay by Phone: To make a payment by phone, please call 1-888-762-1232 for the UBS Visa Infinite credit card or 1-800-762-1000 for the UBS Visa Signature credit card Payments made from an outside account by 5:00 p.m. Eastern time will be credited to your account same day. Payments made from your UBS account by 6:00 p.m. Eastern time are also credited same day Application of any phone payment to your credit line may be delayed for up to 7 days.

Overnight payments: Send overnight courier service or USPS Priority Mail payments to UBS Bank USA - Card Services, 2975 Regent Boulevard, P.O. Box 203219, Irving, TX 75063. A payment received at this address by 5:00 p.m. Central time that otherwise meets the requirements of a conforming payment will be credited to your account that same day.

Automatic repayment of cash advances through *CashConnect* : The *CashConnect* feature on your UBS credit card account will automatically repay new Cash Advances obtained from ATMs and financial institutions (*CashConnect* Cash Advances), each night, with available funds from your UBS Resource Management Account (RMA) or your UBS Business Services Account BSA (either referred to as your UBS Account). When we use your UBS Account to repay your *CashConnect* Cash Advance transaction in full, you will not incur any interest charges. If there are insufficient funds in your UBS Account to pay off your *CashConnect* Cash Advances balance in full, then the APR for your Cash Advances will apply as of the original transaction date on any remaining balance You will be charged the APR on Cash Advances on your remaining *CashConnect* Cash Advance balance until it is repaid in full Applicable ATM surcharge fees may apply. No other account balances are paid through the *CashConnect* feature. If you choose not to participate in the *CashConnect* feature, please contact us at 1-888-762-1232 for the UBS Visa Infinite credit card or 1-800-762-1000 for the UBS Visa Signature credit card. *Available only for cardholders with an RMA or Business Services Account BSA.*

Accrual of interest and how to avoid paying interest on purchases. Your due date is at least 23 days after the close of each billing cycle. On Purchases, interest begins to accrue as of the transaction date. However, if you paid the Statement Balance from your previous billing statement by the Payment Due Date on that statement, then (1) we will not impose interest on Purchases during your current billing period if you pay the Statement Balance on the current billing

Continued on back of next page

You've Earned Bonus Points
Congratulations! You have earned 1,247 bonus points this month.

My Choice Rewards Points from UBS

Account Summary	Total Points
Beginning Points this period	269,669
Points earned this period	5,887
Bonus points	1,247
Adjustments	0
Redemptions	0
Ending points balance	276,803

*For more details on your rewards points activity, please visit us online at ubs.com/uscards

Activity for JULIA DELUCA - Card ending in 2850

Date	Description	Amount
Payments		
05/16	ARITZIA.COM 855-274-8942 NY	-$64 32
05/17	Prime Video 888-802-3080 WA	-$16.95
	Total Payments Activity	-$81 27
Purchases		
04/24	AMZN Mktp US*XQ1C96693 Amzn com/billWA	$17 01
04/25	UBER EATS HELP.UBER COMCA	$35.83
04/25	CHICK-FIL-A #03712 NORWALK CT	$25 72
04/26	PAYPAL *SHOPYYTTSHI 4029357733	$41 99
04/26	WWW.SOUFEEL.COM HONG KONG	$122.73
04/27	Spotify USA 877-7781161 NY	$10 69
04/27	Amazon.com*IF09T3FL3 Amzn.com/billWA	$4 76
04/29	ARITZIA COM 855-274-8942 NY	$235 02
04/29	Amazon.com*K68WI3E63 Amzn.com/billWA	$9 56
04/29	AMZN Mktp US*1K6S91RN3 Amzn.com/billWA	$101.03
04/29	AMZN Mktp US*Z00FF46O3 Amzn.com/billWA	$41 87
04/30	Prime Video*HA0RH01G3 888-802-3080 WA	$2 11
04/30	Prime Video*VG2SU0593 888-802-3080 WA	$2.11
04/30	AMAZON COM*EK5805223 AMZNAMZN COM/BILLWA	$24.34
05/01	AMZN Mktp US*060N06A93 Amzn.com/billWA	$32 15
05/01	SQ *GOFER ICE CREAM OF DADarien CT	$11.60
05/01	BERTUCCI'S #032 DARIEN CT	$47 55
05/02	VENMO 855-812-4430 NY	$30.90
05/03	PANERA BREAD #601662 O 203-750-9703 CT	$88.25
05/03	MCDONALD'S F1913 NORWALK CT	$21.10
05/06	Prime Video*HU5N92CK3 888-802-3080 WA	$2 11
05/06	Prime Video*514VY6BE3 888-802-3080 WA	$2.11
05/07	ACT PROGRAMS 800-498-6065 IA	$13.83
05/08	AMAZON.COM*7D4HU0NO3 AMZNAMZN.COM/BILLWA	$23 59
05/08	AMZN Mktp US*0I3G71WT3 Amzn.com/billWA	$23.98
05/08	Amazon.com*KA2882UR3 Amzn com/billWA	$37 00
05/08	Prime Video*DT08L9NX3 888-802-3080 WA	$3.17
05/08	AMZN DIGITAL*IC4NM4Z53 88888-802-3080 WA	$2.11
05/08	CHINGS TABLE NEW CANAAN CT	$95.44
05/09	Prime Video*OM2IP1XP3 888-802-3080 WA	$2.11
05/09	Prime Video*JS0RV4RU3 888-802-3080 WA	$2.11
05/09	UBER EATS HELP UBER.COMCA	$37.67
05/09	GOGLIA NUTRITION LLC 844-7097848 CA	$39.00
05/10	Prime Video*GH7V61CX3 888-802-3080 WA	$2.11
05/11	Prime Video*EK5RV3913 888-802-3080 WA	$2.11
05/12	Prime Video*MC8RF8DF1 888-802-3080 WA	$2.11
05/12	Prime Video*MC85S2DO0 888-802-3080 WA	$8.50
05/14	Prime Video*MC8R81K50 888-802-3080 WA	$2.11
05/14	AMZN Mktp US*MC1R23KY1 Amzn.com/billWA	$34.98
05/14	Prime Video*MC6EY17R1 888-802-3080 WA	$2.11
05/14	Prime Video*MC9QW99S1 888-802-3080 WA	$2.11
05/15	Prime Video*MC69J4IW0 888-802-3080 WA	$2.11
05/15	Prime Video*MC2S93RL0 888-802-3080 WA	$2.11
05/16	SWIRL NEW CANAAN CT	$24.20
05/17	Prime Video*MC60H9942 888-802-3080 WA	$15.89
05/17	Prime Video*M735I3F60 888-802-3080 WA	$2 11
05/17	Prime Video*M725B9FL0 888-802-3080 WA	$16.95
05/17	SQ *GOFER ICE CREAM OF DADarien CT	$11.10
05/18	STARBUCKS 800-782-7282 WA	$25.00
05/18	CHINGS TABLE 203-9728550 CT	$48 84

statement by the Payment Due Date in the current billing period, and (2) we will credit any payment applied toward Purchases as of the first day in your current billing period if you make a payment by the Payment Due Date in the current billing period that is less than the Statement Balance If a Statement Balance was shown on your previous billing statement and you did not pay the Statement Balance by the Payment Due Date on that statement, then we will not impose interest Charges on any Purchases during the current billing period if you pay the Statement Balance shown on the current billing statement by the Payment Due Date in the current billing period. For Balance Transfers, interest will accrue from the day we send the Balance Transfer to the payee For Checks, interest will accrue from the day the payee accepts the check For Cash Advances, interest will accrue from the day you take the Cash Advance

How we will calculate your balance subject to interest rate. We use a method called "daily balance" (including new purchases) To determine the amount of interest to be charged on your Account, we first calculate the "Balance Subject to Interest Rate" separately for Purchases, for Balance Transfers, and for Cash Advances We apply the applicable Daily Periodic Rate or the DPR (the DPR for each category is the applicable APR shown on the front of the statement divided by 365), to each of the applicable daily balances for i) Purchases, ii) Balance Transfers, and iii) Cash Advances. The daily balances for Purchases, for Balance Transfers, and for Cash Advances are each calculated separately and determined as follows: We take the beginning balances for each transaction type on your Account each day, including any interest calculated on the previous day's balance, add to the respective balances any new transaction, subtract any payments or credits and make any other applicable adjustment(s) Your Cardmember Agreement provides for compounding of interest. A credit balance is treated as a balance of zero. If you multiply the "Balance Subject to Interest Rate" for each balance category as shown on your monthly billing statement by the number of days in the billing period and then multiply each sum by the applicable DPR, the results will be the interest assessed, except for minor variations caused by rounding.

Credit bureau reports and disputes. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report If you believe that an entry we have made on your credit report is inaccurate or incomplete, please contact the credit bureau directly or contact us at UBS Bank USA, Card Operations Division, 315 Deaderick Street, 5th Floor, Nashville, TN 37238 We will request your name; your account number; the credit bureau where you received the credit report, a description of the error; and why you believe it is an error We will promptly investigate, notify you of our findings, and, if warranted, send an update to the credit bureaus within 30 days.

What to do if you think you find an error on your statement
If you think there is an error on your statement, please write to us at.

UBS Bank USA - Card Operations Division
315 Deaderick Street, 5th Floor
Nashville, TN 37238

In your letter, give us the following information:

- **Account Information:** your name and account number
- **Dollar amount:** the dollar amount of the suspected error
- **Description of problem:** if you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake You must contact us within 60 days after the error appeared on your statement

You must notify us of any potential errors in writing You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.
While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your rights if you are dissatisfied with your credit card purchases
If you are dissatisfied with the goods or services that you have purchased with your credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50 (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with Cash Advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase

If all the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at

UBS Bank USA - Disputes Department
P.O Box 84040
Columbus, GA 31908

While we investigate, the same rules apply to the disputed amount as referenced above in the section covering errors on your statement. After we finish our investigation, we will notify you of our decision. At that point, if we think you owe an amount and you do not pay that amount, we may report you as delinquent.

Please refer to your Cardmember Agreement for additional information about the terms of your Account.

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05/18	GULF OIL 91190032 NEW CANAAN CT	$39.76
05/19	Amazon.com*M744U2NB0 Amzn.com/billWA	$33.50
05/19	Amazon.com*M75ON7JX1 Amzn.com/billWA	$31.89
05/19	AMZN MKTP US*M74OL8JF1 AMAMZN.COM/BILLWA	$11.70
05/19	VENMO 855-812-4430 NY	$16.48
05/19	PAYPAL *DONOVANTENN 402-935-7733 MA	$275.00
05/20	BSN SPORTS LLC 800-227-7404 TX	$85.00
05/20	CHEGG ORDER 844-224-5952 CA	$10.55
05/20	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$6.25
05/20	zaful.com Internet	$47.95
05/21	LULULEMONCOM* 877-263-9300 CA	$30.84
05/21	VENMO 855-812-4430 NY	$12.36
05/22	LULULEMONCOM* 877-263-9300 CA	$123.37
05/22	VENMO 855-812-4430 NY	$22.66
05/22	VENMO 855-812-4430 NY	$15.45
05/22	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$9.70
05/22	CHICK-FIL-A #03712 NORWALK CT	$20.78
05/23	Prime Video*M72OB6XJ0 888-802-3080 WA	$4.23
05/23	UBER EATS HELP.UBER.COMCA	$35.90
05/23	LULULEMONCOM* 877-263-9300 CA	$164.84
05/24	VENMO 855-812-4430 NY	$257.50
05/25	UBER EATS HELP.UBER COMCA	$39.11
05/25	Prime Video*M72903G12 888-802-3080 WA	$21.19
05/25	SQ *GOFER ICE CREAM OF DADarien CT	$15.06
05/25	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$6.25
	Total Purchases Activity	$2,732.32

Activity for ALEXANDER DELUCA - Card ending in 2868

Date	Description	Amount
Purchases		
04/23	EPOCH.COM *paperstree 8008938871 FL	$24.87
04/24	GRAMMARLY COTC9IOWX GRAMMARLY COMCA	$59.95
04/24	MICROSOFT*XBOX MSBILL INFO WA	$42.53
04/25	MICROSOFT*XBOX MSBILL INFO WA	$53.16
04/25	PAYPAL *JAXXON 402-935-7733 CA	$79.00
04/25	MBI-PROBILLER.COM 855-232-9555	$119.99
04/25	MBI-PROBILLER COM 855-232-9555	$1.00
04/27	PAYPAL *CATCHCHEATE 402-935-7733 CA	$4.99
04/28	PAYPAL *MINECRAFT 35314369001	$26.95
04/29	MBI-PROBILLER COM 855-232-9555	$34.97
05/01	MBI-PROBILLER COM 855-232-9555	$1.00
05/01	MBI-PROBILLER COM 855-232-9555	$1 00
05/01	PAYPAL *PATREON INC MEMB402-935-7733 CA	$10.00
05/03	PAYPAL *BBRIGGS333 402-935-7733 CA	$82.62
05/05	PAYPAL *SCENTBIRD 402-935-7733 NY	$15.90
05/06	AMZN Mktp US*HL72118U3 Amzn.com/billWA	$45.72
05/06	AMZN Mktp US*TF2LM0GP3 Amzn.com/billWA	$21.26
05/06	AMAZON COM*BC2U771S3 AMZNAMZN.COM/BILLWA	$42.22
05/06	AMAZON.COM*TG4F54OJ3 AMZNAMZN.COM/BILLWA	$17.55
05/07	MBI-PROBILLER COM 855-232-9555	$34.97
05/08	Microsoft*Xbox Redmond WA	$53 16
05/08	Microsoft*Xbox Redmond WA	$53.16
05/08	MICROSOFT*XBOX MSBILL INFO WA	$53.16
05/08	MBI-PROBILLER COM 855-232-9555	$39.99
05/09	Microsoft*Xbox Redmond WA	$21.26
05/09	UBER EATS HELP.UBER COMCA	$21.94
05/09	MBI-PROBILLER.COM 855-232-9555	$31.89
05/10	Microsoft*Xbox Redmond WA	$106.34
05/10	Microsoft*Xbox Redmond WA	$53.16
05/10	MICROSOFT*XBOX MSBILL INFO WA	$53.16
05/10	MBI-PROBILLER.COM 855-232-9555	$29 99
05/11	MBI-PROBILLER.COM 855-232-9555	$34.97
05/11	PAYPAL *CHICK-FIL-A #0371402-935-7733 NE	$10.29
05/12	Microsoft*Xbox Redmond WA	$53.16
05/12	AMZN Mktp US*MC2C85DB1 Amzn.com/billWA	$51.27
05/13	GULF OIL 91190032 NEW CANAAN CT	$2.33
05/14	MICROSOFT*EA ACCESS 1 MONMSBILL.INFO WA	$5.31
05/15	Microsoft*Xbox Redmond WA	$53.16
05/15	Microsoft*Xbox Redmond WA	$53.16
05/15	Microsoft*Xbox Redmond WA	$53.16

05/15	SWIRL NEW CANAAN CT	$24 89
05/16	Microsoft*Xbox Redmond WA	$31.89
05/16	Microsoft*Xbox Redmond WA	$106.34
05/17	MBI-PROBILLER.COM 855-232-9555	$10.62
05/19	Spotify USA 877-7781161 NY	$10.69
05/19	Amazon Prime*M73GH7J00 Amzn.com/billWA	$12.99
05/20	Microsoft*Xbox Redmond WA	$53 16
05/20	ONLYFANS.COM 8886880458 IL	$5.00
05/20	ONLYFANS.COM 8886880458 IL	$10 99
05/20	APPLE.COM/BILL 866-712-7753 CA	$2.99
05/22	Audible*M730H3TS2 Amzn.com/billNJ	$15.90
05/22	MBI-PROBILLER.COM 855-232-9555	$1.00
05/22	MBI-PROBILLER.COM 855-232-9555	$1.00
05/22	MBI-PROBILLER.COM 855-232-9555	$2.12
05/23	PAYPAL *NETFLIX.COM 402-935-7733 CA	$13 90
05/23	HLU*Hulu 1473264576901-U HULU.COM/BILLCA	$12.83
05/23	DOORDASH*GARDEN CATERI WWW.DOORDASH CA	$39.38
05/23	800-893-8871 EPOCH EPOCH.COM CA	$24.87
05/24	ONLYFANS.COM 8886880458 IL	$5.00
05/24	ONLYFANS.COM 8886880458 IL	$25.00
05/24	ONLYFANS.COM 8886880458 IL	$44 00
05/24	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$12 40
05/24	THE ROYAL GREEN STAMFORD CT	$16.57
05/24	MBI-PROBILLER.COM 855-232-9555	$39.99
05/24	MBI-PROBILLER COM 855-232-9555	$34.97
05/25	CKO*Patreon* Membership 833-9728766 CA	$25.00
	Total Purchases Activity	$2,137.16

Activity for JOANNE BRIGGS - Card ending in 2876

Date	Description	Amount
Payments		
05/05	LULULEMONCOM* 877-263-9300 CA	-$459.43
05/13	SCOTTYS LAKESIDE RESORT 518-6682467 NY	-$276.39
05/22	HBC EVENT SERVICES 505-346-0522 NM	-$66.66
05/22	HBC EVENT SERVICES 505-346-0522 NM	-$81.49
	Total Payments Activity	-$883.97
Purchases		
04/25	IN *DANIEL T LIMOUSINE, L203-5365298 CT	$105.00
04/27	APPLE.COM/BILL 866-712-7753 CA	$10 68
04/28	APPLE.COM/BILL 866-712-7753 CA	$10.69
04/29	APPLE.COM/BILL 866-712-7753 CA	$2.99
04/29	APPLE.COM/BILL 866-712-7753 CA	$6.41
04/30	APPLE.COM/BILL 866-712-7753 CA	$25.65
04/30	GULF OIL 91190032 NEW CANAAN CT	$42.33
05/01	APPLE.COM/BILL 866-712-7753 CA	$22.44
05/01	AUSTIN W FEENEY DDS PC 203-9663042 CT	$265.00
05/02	IN *DANIEL T LIMOUSINE, L203-5365298 CT	$105.00
05/03	APPLE.COM/BILL 866-712-7753 CA	$22.44
05/06	CANINE COMPANY 800-818-3647 CT	$180.80
05/06	APPLE.COM/BILL 866-712-7753 CA	$113.40
05/09	APPLE.COM/BILL 866-712-7753 CA	$6.72
05/09	IN *DANIEL T LIMOUSINE, L203-5365298 CT	$105 00
05/12	INTENSITY NORWALK CT	$314 00
05/13	APPLE.COM/BILL 866-712-7753 CA	$11 75
05/15	VETSOURCE 877-738-4443 OR	$67.68
05/16	IN *DANIEL T LIMOUSINE, L203-5365298 CT	$105 00
05/18	APPLE.COM/BILL 866-712-7753 CA	$58 83
05/19	WALGREENS #5823 877-250-5823 AZ	$10.00
05/20	APPLE.COM/BILL 866-712-7753 CA	$22.43
05/20	APPLE.COM/BILL 408-974-1010 CA	$10.69
05/21	VICTORIASSECRET.COM 800-888-1500 OH	$89.33
05/23	IN *DANIEL T LIMOUSINE, L203-5365298 CT	$105 00
05/23	APPLE COM/BILL 408-974-1010 CA	$21.39
05/24	APPLE.COM/BILL 866-712-7753 CA	$141.20
	Total Purchases Activity	$1,981.85

Summary of Fees

Date	Description	Amount
05/25	LATE PAYMENT FEE	$27.00
	Total Fees for this period	**$27.00**

Summary of Interest Charged

Date	Description	Amount
05/26	INTEREST CHARGE-PURCHASES	$124.09
	Total Interest for this period	**$124.09**

2020 Totals Year-to-Date Summary of Fees and Interest	
Total Fees Charged in 2020	$27.38
Total Interest Charged in 2020	$178.84

Interest Charge Calculation - 30 Days in Billing Cycle

	Balance Subject to Interest Rate	ANNUAL PERCENTAGE RATE (APR)	Interest Charge
PURCHASES	$9,895 15	15 24% (v)	$124.09
BALANCE TRANSFERS	$0.00	15.24% (v)	$0.00
CASH ADVANCES	$0.00	22.24% (v)	$0.00
Tota			$124.09

Your Annual Percentage Rate (APR) is the annual interest rate on your account (v) = Variable Rate

Statement Billing Period:	06/27/20 - 07/26/20
Payment Due Date	August 23, 2020
Minimum Payment Due	$174.00

UBS Visa Signature credit card statement

Prepared for. DOUGLAS SCOTT DELUCA
Primary Card Number Ending in 2843

Questions? Call 1-800-762-1000
ubs.com/onlineservices

Customer News

Enroll in Card Activity Alerts for your UBS credit and debit cards by logging into UBS Online Services. Then go to My Profile > Alerts & Notifications to manage all your alert options.

Credit card payment reminder
Do not mail payment. Your Statement Balance in the amount of $8,691.10 is scheduled to be paid on 8/20/20 from your UBS Account. Thank you.

Account Summary

Minimum Payment Due	$174.00
Payment Due Date	08/23/20
Credit Line	$13,000.00
Available Credit Line	$4,308.90
Cash Credit Line	$5,200.00
Available Cash Line	$4,308.90
Past Due Amount	$0.00
Overlimit Amount	$0.00

Activity Summary

Previous Balance	-$2,963 75
- Payments	$0.00
+ Purchases	$11,944.73
- Other Credits	$289.88
+ Cash Advances	$0.00
+ Fees	$0.00
+ Interest	$0.00
Statement Balance	$8,691.10

Payment Information*

Statement Balance	$8,691.10
Minimum Payment Due	$174.00
Payment Due Date	08/23/2020

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to $38.00 and your APRs may be increased to the Penalty APR of 29.24%.
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.
For Instance

If you make no additional charges using this card and each month you pay	You will pay off the balance shown on this statement in about	And you will end up paying the estimated total of
Only the Minimum Payment	12 years	$13,888
$302	3 years	$10,872 (Savings = $3,016)

If you would like information about credit counseling services, call 1-800-762-1000.
The phone number for UBS Bank USA is 1-800-762-1000 New York residents may contact the New York state department of financial services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods 1-800-342-3736 or www dfs ny gov

* Repayment information is based on your account activity and the APRs on your account as of the closing date of this statement. Account activity after the closing date is not reflected. To view your most recent transaction activity online, go to ubs com/onlineservices.

Detach here. Please make checks payable to " UBS Card Services " and include this payment coupon in the enclosed envelope. Please allow 7 - 10 business days for U.S. Postal Service delivery

If undeliverable, return to:
UBS BANK USA - CARD SERVICES
PO BOX 84040
COLUMBUS GA 31908-4040

Card Number Ending in	2843
Minimum Payment Due	$174.00
Statement Balance	$8,691.10
Payment Due Date	August 23, 2020

You are enrolled in Automated Pay Credit Card.

Send payments to:

DOUGLAS SCOTT DELUCA
2002 MOHICAN CT
CHESWICK PA 15024-2322

UBS BANK USA - CARD SERVICES
PO BOX 203219
DALLAS TX 75320-3219

082320 782600001409454 8 9 0000017400 9

Important information about your UBS credit card

Lost or stolen card. Your credit card is issued by UBS Bank USA. If your card is lost or stolen, please contact us immediately at any time at 1-888-762-1232 for the UBS Visa Infinite credit card or 1-800-762-1000 for the UBS Visa Signature credit card. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us In any case, your liability will not exceed $50

Payment Information. Each billing cycle, you must pay at least the Minimum Payment Due shown on your monthly statement by its Payment Due Date. Both the Minimum Payment Due and Payment Due Date are noted on your statement. At any time you may pay more than the Minimum Payment Due up to the full amount you owe us, however you cannot "pay ahead." This means that if you pay more than the required Minimum Payment Due in any billing cycle or if you make more than one payment in a billing cycle, you will still need to pay the next month's required Minimum Payment Due by your next Payment Due Date. Remember to make all checks payable to UBS Card Services **Please allow 7 days for the U.S. Postal Service to deliver your payment to us. Upon our receipt, your available credit may not be increased by the payment amount for up to 7 days to ensure the funds from the bank on which your payment is drawn are collected and not returned.** When you provide a check as payment on this Account, you authorize us to either use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution For inquiries, please call 1-888-762-1232 for the UBS Visa Infinite credit card or 1-800-762-1000 for the UBS Visa Signature credit card.

Mailed Payments. A conforming payment received by us by 5:00 p m. Central time will be credited to your account the day of receipt A "conforming payment" is a payment that: 1) is mailed using the enclosed envelope and payment coupon included with this statement to UBS Bank USA - Card Services, P.O. Box 203219, Dallas, TX 75320-3210 and 2) is in the form of a single, non-folded check or money order made payable in US dollars from a US based institution. Any payment that does not meet these requirements or any payment with multiple checks or money orders, additional correspondence, staples, paperclips, etc will be considered a "non-conforming payment," which may delay the crediting of the payment for up to 5 days We can accept late payments, partial payments, checks and money orders marked "Paid in Full" or language having the same effect without losing any of our rights under this Agreement and such payments may be sent to the following address UBS Bank USA - Card Services, P O Box 203219, Dallas, TX, 75320-3210

Other payment options.

Online: Visit *ubs.com/onlineservices* to sign up for Pay Credit Card to pay your account online Payments made through Pay Credit Card will be credited to your account that same day if requested prior to 4:00 p.m. Eastern time for debits from an external account and 6.00 p m Eastern time for debits from a UBS Resource Management Account (RMA) or UBS Business Services Account BSA account. *Available only for cardholders with an RMA or UBS Business Services Account BSA.*

Pay by Phone: To make a payment by phone, please call 1-888-762-1232 for the UBS Visa Infinite credit card or 1-800-762-1000 for the UBS Visa Signature credit card Payments made from an outside account by 5:00 p.m Eastern time will be credited to your account same day. Payments made from your UBS account by 6.00 p.m. Eastern time are also credited same day Application of any phone payment to your credit line may be delayed for up to 7 days

Overnight payments: Send overnight courier service or USPS Priority Mail payments to UBS Bank USA - Card Services, 2975 Regent Boulevard, P.O. Box 203219, Irving, TX 75063. A payment received at this address by 5:00 p m. Central time that otherwise meets the requirements of a conforming payment will be credited to your account that same day.

Automatic repayment of cash advances through *CashConnect* **:** The *CashConnect* feature on your UBS credit card account will automatically repay new Cash Advances obtained from ATMs and financial institutions (*CashConnect* Cash Advances), each night, with available funds from your UBS Resource Management Account (RMA) or your UBS Business Services Account BSA (either referred to as your UBS Account). When we use your UBS Account to repay your *CashConnect* Cash Advance transaction in full, you will not incur any interest charges If there are insufficient funds in your UBS Account to pay off your *CashConnect* Cash Advances balance in full, then the APR for your Cash Advances will apply as of the original transaction date on any remaining balance. You will be charged the APR on Cash Advances on your remaining *CashConnect* Cash Advance balance until it is repaid in full Applicable ATM surcharge fees may apply. No other account balances are paid through the *CashConnect* feature If you choose not to participate in the *CashConnect* feature, please contact us at 1-888-762-1232 for the UBS Visa Infinite credit card or 1-800-762-1000 for the UBS Visa Signature credit card. *Available only for cardholders with an RMA or Business Services Account BSA.*

Accrual of interest and how to avoid paying interest on purchases. Your due date is at least 23 days after the close of each billing cycle. On Purchases, interest begins to accrue as of the transaction date. However, if you paid the Statement Balance from your previous billing statement by the Payment Due Date on that statement, then (1) we will not impose interest on Purchases during your current billing period if you pay the Statement Balance on the current billing

Continued on back of next page

You've Earned Bonus Points
Congratulations! You have earned 441 bonus points this month

My Choice Rewards Points from UBS

Account Summary	Total Points
Beginning Points this period	288,595
Points earned this period	11,664
Bonus points	441
Adjustments	0
Redemptions	0
Ending points balance	300,700

*For more details on your rewards points activity, please visit us online at ubs.com/uscards

Activity for JULIA DELUCA - Card ending in 2850

Date	Description	Amount
Payments		
06/30	LULUS.COM 866-918-5858 CA	-$93.59
07/02	PACSUN #0003 ANAHEIM CA	-$31.24
07/06	ATHLETA ONLINE 877-328-4538 OH	-$45.94
	Total Payments Activity	-$170.77
Purchases		
06/25	EXXONMOBIL 97527592 NEW CANAAN CT	$55.50
06/26	STARBUCKS 800-782-7282 WA	$25.00
06/26	AMZN Mktp US*MS6OX7R21 Amzn com/billWA	$8.50
06/27	Spotify USA 877-7781161 NY	$10 69
06/27	SQ *GOFER ICE CREAM OF DADarien CT	$11.60
06/27	CVS/PHARMACY #01213 NEW CANAAN CT	$37.75
06/29	PANERA BREAD #601662 O 203-750-9703 CT	$75.92
06/30	STARBUCKS 800-782-7282 WA	$25.00
07/01	AMAZON.COM*MJ4BU3480 AMZNAMZN.COM/BILLWA	$10.09
07/01	AMZN Mktp US*MJ3EL9FL0 Amzn.com/billWA	$45.19
07/01	CVS/PHARMACY #01213 NEW CANAAN CT	$33 99
07/02	GULF OIL 91190032 NEW CANAAN CT	$43 66
07/03	STARBUCKS 800-782-7282 WA	$25.00
07/03	STARBUCKS STORE 07230 DARIEN CT	$22.22
07/04	BEACHWARE CO 410-216-4568 PA	$72 55
07/05	CVS/PHARMACY #01213 NEW CANAAN CT	$68.72
07/06	ACT*USTA TOURN 877-243-8107 TX	$52.10
07/06	SHAKE SHACK 1001 646-747-7200 NY	$25.72
07/06	Dolce Italian Cafe New Canaan CT	$9 66
07/07	PANERA BREAD #601662 O 203-750-9703 CT	$24.74
07/07	QDOBA MEXICAN EATS #28 858-571-2615 CT	$24.96
07/08	GRUBHUBTENGDAASIANBIS GRUBHUB.COM NY	$74.04
07/08	CVS/PHARMACY #01213 NEW CANAAN CT	$60.35
07/08	UTR POWER HTTPSMYUTR.COCA	$99.00
07/09	NEW CANAAN CAR SPA LLC NEW CANAAN CT	$22 33
07/10	GULF OIL 91190032 NEW CANAAN CT	$45.73
07/11	DUNKIN #351440 Q35 NEW CANAAN CT	$4.28
07/11	WALGREENS #09821 NEW CANAAN CT	$22.10
07/11	STARBUCKS STORE 00877 NEW CANAAN CT	$13.10
07/11	SWIRL NEW CANAAN CT	$5.26
07/11	NCRC TENNIS LLC 203-9664558 CT	$42.54
07/12	VENMO 855-812-4430 NY	$16.48
07/12	Dolce Italian Cafe New Canaan CT	$16.59
07/12	FRESHII - WESTPORT WESTPORT CT	$32.58
07/12	BRANDY MELVILLE - WESTPOR310-7735405 CT	$64.87
07/13	CHINGS TABLE NEW CANAAN CT	$33.28
07/13	WALGREENS #09821 NEW CANAAN CT	$110.53
07/14	STARBUCKS 800-782-7282 WA	$25.00
07/14	TST* ROBEKS - 382 - NORWANORWALK CT	$10.25
07/14	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$9 70
07/16	Dolce Italian Cafe New Canaan CT	$17.66
07/17	BURGERS SHAKES AND FRIES DARIEN CT	$95.13
07/17	WALGREENS #09821 NEW CANAAN CT	$17.01
07/18	STARBUCKS 800-782-7282 WA	$25.00
07/18	CVS/PHARMACY #01213 NEW CANAAN CT	$51.64
07/18	Dolce Italian Cafe New Canaan CT	$16.32
07/19	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$16.80
07/19	GULF OIL 91190032 NEW CANAAN CT	$43.91
07/19	CVS/PHARMACY #01213 NEW CANAAN CT	$40.33

statement by the Payment Due Date in the current billing period, and (2) we will credit any payment applied toward Purchases as of the first day in your current billing period if you make a payment by the Payment Due Date in the current billing period that is less than the Statement Balance. If a Statement Balance was shown on your previous billing statement and you did not pay the Statement Balance by the Payment Due Date on that statement, then we will not impose Interest Charges on any Purchases during the current billing period if you pay the Statement Balance shown on the current billing statement by the Payment Due Date in the current billing period For Balance Transfers, interest will accrue from the day we send the Balance Transfer to the payee For Checks, interest will accrue from the day the payee accepts the check For Cash Advances, interest will accrue from the day you take the Cash Advance

How we will calculate your balance subject to interest rate. We use a method called "daily balance" (including new purchases). To determine the amount of interest to be charged on your Account, we first calculate the "Balance Subject to Interest Rate" separately for Purchases, for Balance Transfers, and for Cash Advances We apply the applicable Daily Periodic Rate or the DPR (the DPR for each category is the applicable APR shown on the front of the statement divided by 365), to each of the applicable daily balances for i) Purchases, ii) Balance Transfers, and iii) Cash Advances. The daily balances for Purchases, for Balance Transfers, and for Cash Advances are each calculated separately and determined as follows: We take the beginning balances for each transaction type on your Account each day, including any interest calculated on the previous day's balance, add to the respective balances any new transaction, subtract any payments or credits and make any other applicable adjustment(s). Your Cardmember Agreement provides for compounding of interest. A credit balance is treated as a balance of zero. If you multiply the "Balance Subject to Interest Rate" for each balance category as shown on your monthly billing statement by the number of days in the billing period and then multiply each sum by the applicable DPR, the results will be the interest assessed, except for minor variations caused by rounding.

Credit bureau reports and disputes. We may report information about your account to credit bureaus Late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you believe that an entry we have made on your credit report is inaccurate or incomplete, please contact the credit bureau directly or contact us at UBS Bank USA, Card Operations Division, 315 Deaderick Street, 5th Floor, Nashville, TN 37238 We will request your name; your account number; the credit bureau where you received the credit report; a description of the error, and why you believe it is an error We will promptly investigate, notify you of our findings, and, if warranted, send an update to the credit bureaus within 30 days.

What to do if you think you find an error on your statement
If you think there is an error on your statement, please write to us at:

UBS Bank USA - Card Operations Division
315 Deaderick Street, 5th Floor
Nashville, TN 37238

In your letter, give us the following information

- Account Information: your name and account number
- Dollar amount: the dollar amount of the suspected error
- Description of problem: if you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question
While we investigate whether or not there has been an error

- We cannot try to collect the amount in question, or report you as delinquent on that amount
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit

Your rights if you are dissatisfied with your credit card purchases
If you are dissatisfied with the goods or services that you have purchased with your credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50 (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services)
2. You must have used your credit card for the purchase Purchases made with Cash Advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase

If all the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

UBS Bank USA - Disputes Department
P.O. Box 84040
Columbus, GA 31908

While we investigate, the same rules apply to the disputed amount as referenced above in the section covering errors on your statement. After we finish our investigation, we will notify you of our decision. At that point, if we think you owe an amount and you do not pay that amount, we may report you as delinquent.

Please refer to your Cardmember Agreement for additional information about the terms of your Account

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07/19	STARBUCKS STORE 00877 NEW CANAAN CT	$6.87
07/20	Prime Video*MV8CY3ZP2 888-802-3080 WA	$10.59
07/20	CHEGG ORDER 844-224-5952 CA	$10.55
07/20	ACT*USTA TOURN 877-243-8107 TX	$86.50
07/20	BOWDOIN COLLEGE-BOOKSTOR 207-725-3115 ME	$77.96
07/21	TST* ROBEKS - 382 - NORWANORWALK CT	$11.29
07/21	CVS/PHARMACY #00918 DARIEN CT	$16.02
07/21	BODEGA TACO BAR (DARIE 203-6558500 CT	$33.87
07/22	AMAZON.COM*MV8KZ6PZ0 AMZNAMZN.COM/BILLWA	$12.01
07/22	CHICK-FIL-A #03712 203-831-0196 CT	$37.14
07/23	Amazon.com*MV6JY2VC0 Amzn com/billWA	$45.87
07/23	SWIRL NEW CANAAN CT	$20.97
	Total Purchases Activity	$2,110.01

Activity for ALEXANDER DELUCA - Card ending in 2868

Date	Description	Amount
Purchases		
06/26	MBI-PROBILLER.COM 855-232-9555	$34.97
06/28	MBI-PROBILLER.COM 855-232-9555	$31.89
06/30	MBI-PROBILLER.COM 855-232-9555	$37.19
07/01	CKO*Patreon* Membership 833-9728766 CA	$26 59
07/02	MBI-PROBILLER.COM 855-232-9555	$34.97
07/02	MBI-PROBILLER.COM 855-232-9555	$39.99
07/04	Microsoft*Xbox Redmond WA	$26.58
07/05	Microsoft*Xbox Redmond WA	$26.58
07/06	ONLYFANS 8886880458 IL	$4.00
07/07	MBI-PROBILLER.COM 855-232-9555	$31.89
07/07	ONLYFANS.COM 8886880458 IL	$15.00
07/07	ONLYFANS.COM 8886880458 IL	$25.00
07/07	MBI-PROBILLER.COM 855-232-9555	$29.99
07/08	Microsoft*Xbox Redmond WA	$38 28
07/09	MBI-PROBILLER.COM 855-232-9555	$34.97
07/10	MICROSOFT*XBOX MSBILL.INFO WA	$9 56
07/11	MICROSOFT*XBOX MSBILL.INFO WA	$26 58
07/13	MICROSOFT*EA ACCESS 1 MONMSBILL INFO WA	$5.31
	Total Purchases Activity	$479.34

Activity for JOANNE BRIGGS - Card ending in 2876

Date	Description	Amount
Payments		
07/02	ATHLETA ONLINE 877-328-4538 OH	-$57.43
07/10	NORDSTROM DIRECT #0808 CEDAR RAPIDS IA	-$61.68
	Total Payments Activity	-$119.11
Purchases		
06/25	EXXONMOBIL 97527592 NEW CANAAN CT	$3 00
06/26	DICK'S SPORTING GOODS NORWALK CT	$116.95
06/27	APPLE COM/BILL 866-712-7753 CA	$17.09
06/27	APPLE.COM/BILL 866-712-7753 CA	$10.69
06/27	SQ *AMANDA CRAIG Darien CT	$416.00
06/27	SQ *AMANDA CRAIG Darien CT	$416.00
06/28	APPLE.COM/BILL 866-712-7753 CA	$2.99
06/28	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$4.85
06/28	CVS/PHARMACY #01213 NEW CANAAN CT	$40.60
06/29	UBER EATS HELP UBER.COMCA	$30.96
06/29	TONYS DELI & CATERING NEW CANAAN CT	$18.11
06/29	PAYPAL *DONOVANTENN 402-935-7733 MA	$129.00
06/30	SP * NELK FULLSEND COM MISSISSAUGA ON	$90.38
06/30	UBER EATS HELP UBER.COMCA	$21.03
06/30	LEVI'S #803 8668608907 CA	$37.64
06/30	BURGERS SHAKES AND FRIES DARIEN CT	$79.34
07/01	AGJEANS.COM 323-357-1111 CA	$272.21
07/01	APPLE.COM/BILL 800-275-2273 CA	$39.54
07/01	AUSTIN W FEENEY DDS PC 203-9663042 CT	$265.00
07/01	2Way Lacrosse 860-6701586 CT	$1,014 90
07/02	AMAZON COM*MJ8V23Z60 AMZNAMZN COM/BILLWA	$425 39
07/02	ADVANCED THERAPY AND P STRIPE.COM CT	$3,600.00
07/02	SWIRL NEW CANAAN CT	$13.62
07/02	BERTUCCI'S #032 DARIEN CT	$40.26

07/04	DOORDASH*SHAKE SHACK WWW.DOORDASH.CA	$36.74
07/05	SQ *UCBC NEW CANAAN New Canaan CT	$8.43
07/05	EXXONMOBIL 97527592 NEW CANAAN CT	$3.00
07/06	APPLE.COM/BILL 866-712-7753 CA	$35.28
07/06	UBER EATS HELP.UBER.COMCA	$15.04
07/07	GALLERY CAFE RYE NY	$51 24
07/07	AUSTIN W FEENEY DDS PC NEW CANAAN CT	$15.00
07/07	SHMG- E-Commerce 203-2767447 CT	$13.52
07/07	EXXONMOBIL 97422141 GREENWICH CT	$9.36
07/08	EXXONMOBIL 97527592 NEW CANAAN CT	$58.50
07/08	TONYS DELI & CATERING NEW CANAAN CT	$22.29
07/09	SQ *UCBC NEW CANAAN New Canaan CT	$11.10
07/09	APPLE.COM/BILL 866-712-7753 CA	$5.34
07/09	GULF OIL 91190032 NEW CANAAN CT	$3.62
07/09	WALGREENS #5823 877-250-5823 AZ	$10.00
07/09	EXXONMOBIL 97527592 NEW CANAAN CT	$4.24
07/10	APPLE.COM/BILL 866-712-7753 CA	$7.47
07/10	SQ *UCBC NEW CANAAN New Canaan CT	$6.32
07/10	DUNKIN #351440 Q35 NEW CANAAN CT	$7.93
07/10	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$10.21
07/11	DUNKIN #351440 Q35 NEW CANAAN CT	$7.39
07/12	AMZN Mktp US*MJ2R62YN1 Amzn.com/billWA	$17 01
07/12	VETSOURCE 877-738-4443 OR	$67.68
07/12	EXXONMOBIL 97527592 NEW CANAAN CT	$14.50
07/13	UBER EATS HELP.UBER.COMCA	$22.54
07/13	AMZN Mktp US*MJ5WG3UV0 Amzn com/billWA	$44.88
07/14	UBER EATS HELP.UBER COMCA	$50.59
07/14	Subway 25737 Norwalk CT	$9.96
07/14	BOWDOIN COLLEGE-BOOKSTOR 207-725-3115 ME	$312 90
07/14	LACROSSE UNLIMITED 005 NORWALK CT	$337.08
07/14	SOLARIS RACQUET CLUB STAMFORD CT	$300.00
07/15	DOORDASH*SHAKE SHACK WWW.DOORDASH.CA	$34.78
07/16	UBER EATS HELP.UBER COMCA	$16.64
07/16	UBER EATS HELP UBER COMCA	$16.58
07/17	CHIPOTLE ONLINE 3035954000 CA	$24.00
07/17	UBER EATS HELP.UBER COMCA	$21.49
07/17	GULF OIL 91190032 NEW CANAAN CT	$26 72
07/17	SSU* NEW CANAAN LACROS WWW.SPORTSENGMN	$25.00
07/18	SQ *UCBC NEW CANAAN New Canaan CT	$24.91
07/18	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$12.60
07/18	SQ *NEW CANAAN DINER New Canaan CT	$56.09
07/18	CVS/PHARMACY #01213 NEW CANAAN CT	$5.95
07/18	PINOCCHIO PIZZA LLC 203-762-7300 CT	$85.65
07/19	Amazon Prime*MV4OR1551 Amzn.com/billWA	$12.99
07/19	SSU* ECLIPSE LACROSSE WWW.SPORTSENGMN	$75.00
07/19	2Way Lacrosse 860-6701586 CT	$82.32
07/20	US LACROSSE, INC 410-235-6882 MD	$30 00
07/20	UBER EATS HELP.UBER.COMCA	$18.44
07/20	APPLE.COM/BILL 866-712-7753 CA	$10 69
07/23	APPLE.COM/BILL 866-712-7753 CA	$4.27
	Total Purchases Activity	$9,208 83

Activity for ALEXANDER DELUCA - Card ending in 2097

Date	Description	Amount
Purchases		
07/17	SWIRL NEW CANAAN CT	$12.86
07/19	Spotify USA 877-7781161 NY	$10 69
07/20	WALGREENS #09821 NEW CANAAN CT	$22 56
07/21	EXXONMOBIL 97422711 GREENWICH CT	$40 41
07/21	EXXONMOBIL 97422141 GREENWICH CT	$6 87
07/22	Amazon.com*MV3MX7SX1 Amzn.com/billWA	$12 75
07/22	Audible*MV0WV4132 Amzn.com/billNJ	$15 90
07/22	AMAZON.COM*MV4L90SS1 AMZNAMZN.COM/BILLWA	$13 90
07/22	EXXONMOBIL 97422711 GREENWICH CT	$10.61
	Total Purchases Activity	$146.55

2020 Totals Year-to-Date Summary of Fees and Interest	
Total Fees Charged in 2020	$27.38
Total Interest Charged in 2020	$178.84

Interest Charge Calculation - 30 Days in Billing Cycle

	Balance Subject to Interest Rate	ANNUAL PERCENTAGE RATE (APR)	Interest Charge
PURCHASES	$0.00	15.24% (v)	$0.00
BALANCE TRANSFERS	$0.00	15.24% (v)	$0.00
CASH ADVANCES	$0.00	22.24% (v)	$0.00
Total			$0.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account (v) = Variable Rate

Statement Billing Period	07/27/20 - 08/26/20
Payment Due Date	September 23, 2020
Minimum Payment Due	$101.00

UBS Visa Signature credit card statement

Prepared for: DOUGLAS SCOTT DELUCA
Primary Card Number Ending in: 2843

Questions? Call 1-800-762-1000
ubs.com/onlineservices

Customer News

Enroll in Card Activity Alerts for your UBS credit and debit cards by logging into UBS Online Services. Then go to My Profile > Alerts & Notifications to manage all your alert options.

Credit card payment reminder
Do not mail payment. Your Statement Balance in the amount of $5,059.15 is scheduled to be paid on 9/20/20 from your UBS Account. Thank you.

Account Summary

Minimum Payment Due	$101.00
Payment Due Date	09/23/20
Credit Line	$13,000.00
Available Credit Line	$7,940.85
Cash Credit Line	$5,200.00
Available Cash Line	$5,200.00
Past Due Amount	$0.00
Overlimit Amount	$0.00

Activity Summary

Previous Balance	$8,691.10
- Payments	$17,382.20
+ Purchases	$14,281.06
- Other Credits	$530.81
+ Cash Advances	$0.00
+ Fees	$0.00
+ Interest	$0.00
Statement Balance	$5,059.15

Payment Information*

Statement Balance	$5,059.15
Minimum Payment Due	$101.00
Payment Due Date	09/23/2020

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to $38.00 and your APRs may be increased to the Penalty APR of 29.24%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

For Instance

If you make no additional charges using this card and each month you pay	You will pay off the balance shown on this statement in about	And you will end up paying the estimated total of
Only the Minimum Payment	10 years	$7,925
$176	3 years	$6,336 (Savings = $1,589)

If you would like information about credit counseling services, call 1-800-762-1000.
The phone number for UBS Bank USA is 1-800-762-1000. New York residents may contact the New York state department of financial services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. 1-800-342-3736 or www.dfs.ny.gov

* Repayment information is based on your account activity and the APRs on your account as of the closing date of this statement. Account activity after the closing date is not reflected. To view your most recent transaction activity online, go to ubs.com/onlineservices.

Detach here. Please make checks payable to " UBS Card Services " and include this payment coupon in the enclosed envelope. Please allow 7 - 10 business days for U.S. Postal Service delivery.

If undeliverable, return to:
UBS BANK USA - CARD SERVICES
PO BOX 84040
COLUMBUS GA 31908-4040

Card Number Ending in	2843
Minimum Payment Due	$101.00
Statement Balance	$5,059.15
Payment Due Date	September 23, 2020

You are enrolled in Automated Pay Credit Card.

Send payments to:

DOUGLAS SCOTT DELUCA
2002 MOHICAN CT
CHESWICK PA 15024-2322

UBS BANK USA - CARD SERVICES
PO BOX 203219
DALLAS TX 75320-3219

092320 7826000014094548 9 0000010100 9

Important information about your UBS credit card

Lost or stolen card. Your credit card is issued by UBS Bank USA If your card is lost or stolen, please contact us immediately at any time at 1-888-762-1232 for the UBS Visa Infinite credit card or 1-800-762-1000 for the UBS Visa Signature credit card. You will not be liable for any unauthorized use that occurs after you notify us You may, however, be liable for unauthorized use that occurs before your notice to us In any case, your liability will not exceed $50.

Payment Information. Each billing cycle, you must pay at least the Minimum Payment Due shown on your monthly statement by its Payment Due Date. Both the Minimum Payment Due and Payment Due Date are noted on your statement. At any time you may pay more than the Minimum Payment Due up to the full amount you owe us, however you cannot "pay ahead" This means that if you pay more than the required Minimum Payment Due in any billing cycle or if you make more than one payment in a billing cycle, you will still need to pay the next month's required Minimum Payment Due by your next Payment Due Date. Remember to make all checks payable to UBS Card Services. **Please allow 7 days for the U.S. Postal Service to deliver your payment to us. Upon our receipt, your available credit may not be increased by the payment amount for up to 7 days to ensure the funds from the bank on which your payment is drawn are collected and not returned.** When you provide a check as payment on this Account, you authorize us to either use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. For inquiries, please call 1-888-762-1232 for the UBS Visa Infinite credit card or 1-800-762-1000 for the UBS Visa Signature credit card

Mailed Payments. A conforming payment received by us by 5.00 p.m. Central time will be credited to your account the day of receipt. A "conforming payment" is a payment that: 1) is mailed using the enclosed envelope and payment coupon included with this statement to UBS Bank USA - Card Services, P.O. Box 203219, Dallas, TX 75320-3210 and 2) is in the form of a single, non-folded check or money order made payable in US dollars from a US based institution. Any payment that does not meet these requirements or any payment with multiple checks or money orders, additional correspondence, staples, paperclips, etc. will be considered a "non-conforming payment," which may delay the crediting of the payment for up to 5 days. We can accept late payments, partial payments, checks and money orders marked "Paid in Full" or language having the same effect without losing any of our rights under this Agreement and such payments may be sent to the following address: UBS Bank USA - Card Services, P.O Box 203219, Dallas, TX, 75320-3210.

Other payment options.

Online: Visit *ubs.com/onlineservices* to sign up for Pay Credit Card to pay your account online Payments made through Pay Credit Card will be credited to your account that same day if requested prior to 4 00 p m. Eastern time for debits from an external account and 6:00 p.m. Eastern time for debits from a UBS Resource Management Account (RMA) or UBS Business Services Account BSA account *Available only for cardholders with an RMA or UBS Business Services Account BSA.*

Pay by Phone: To make a payment by phone, please call 1-888-762-1232 for the UBS Visa Infinite credit card or 1-800-762-1000 for the UBS Visa Signature credit card. Payments made from an outside account by 5:00 p.m. Eastern time will be credited to your account same day. Payments made from your UBS account by 6:00 p.m. Eastern time are also credited same day. Application of any phone payment to your credit line may be delayed for up to 7 days.

Overnight payments: Send overnight courier service or USPS Priority Mail payments to UBS Bank USA - Card Services, 297S Regent Boulevard, P.O. Box 203219, Irving, TX 75063. A payment received at this address by 5:00 p.m. Central time that otherwise meets the requirements of a conforming payment will be credited to your account that same day.

Automatic repayment of cash advances through *CashConnect* : The *CashConnect* feature on your UBS credit card account will automatically repay new Cash Advances obtained from ATMs and financial institutions (*CashConnect* Cash Advances), each night, with available funds from your UBS Resource Management Account (RMA) or your UBS Business Services Account BSA (either referred to as your UBS Account) When we use your UBS Account to repay your *CashConnect* Cash Advance transaction in full, you will not incur any interest charges. If there are insufficient funds in your UBS Account to pay off your *CashConnect* Cash Advances balance in full, then the APR for your Cash Advances will apply as of the original transaction date on any remaining balance. You will be charged the APR on Cash Advances on your remaining *CashConnect* Cash Advance balance until it is repaid in full Applicable ATM surcharge fees may apply. No other account balances are paid through the *CashConnect* feature. If you choose not to participate in the *CashConnect* feature, please contact us at 1-888-762-1232 for the UBS Visa Infinite credit card or 1-800-762-1000 for the UBS Visa Signature credit card. *Available only for cardholders with an RMA or Business Services Account BSA.*

Accrual of interest and how to avoid paying interest on purchases. Your due date is at least 23 days after the close of each billing cycle. On Purchases, interest begins to accrue as of the transaction date. However, if you paid the Statement Balance from your previous billing statement by the Payment Due Date on that statement, then (1) we will not impose interest on Purchases during your current billing period if you pay the Statement Balance on the current billing

Continued on back of next page

You've Earned Bonus Points
Congratulations! You have earned 88 bonus points this month.

My Choice Rewards Points from UBS

Account Summary	Total Points
Beginning Points this period	300,700
Points earned this period	13,755
Bonus points	88
Adjustments	0
Redemptions	0
Ending points balance	314,543

*For more details on your rewards points activity, please visit us online at ubs.com/uscards

Activity for DOUGLAS SCOTT DELUCA - Card ending in 2843

Date	Description	Amount
Payments		
07/27	PAYMENT THANK YOU	-$8,691.10
08/20	PAYMENT THANK YOU	-$8,691.10
	Total Payments Activity	-$17,382.20

Activity for JULIA DELUCA - Card ending in 2850

Date	Description	Amount
Payments		
08/22	AEROPOSTALE.COM KING OF PRUSSPA	-$36.39
	Total Payments Activity	-$36.39
Purchases		
07/24	TST* ROBEKS - 382 - NORWANORWALK CT	$7.86
07/24	DUNKIN #308693 STAMFORD CT	$2.89
07/25	SQ *SHAKE SHACK Darien CT	$13.40
07/26	Prime Video*MV0OR7QL0 888-802-3080 WA	$4.23
07/26	SQ *ORGANIKA KITCHEN NEW New Canaan CT	$12.88
07/26	SQ *GOFER ICE CREAM OF DADarien CT	$10.21
07/27	Spotify USA 877-7781161 NY	$10.69
07/27	GULF OIL 92063279 DARIEN CT	$42.04
07/28	STARBUCKS 800-782-7282 WA	$25.00
07/28	TST* ROBEKS - 382 - NORWANORWALK CT	$6.64
07/28	SUNOCO 0005502003 WESTPORT CT	$5.25
07/29	STARBUCKS 800-782-7282 WA	$25.00
07/29	CVS/PHARMACY #01213 NEW CANAAN CT	$33.98
07/29	SHELL OIL 12479345006 NORWALK CT	$3.75
07/29	DR. KYLE JAMES BEAN (RETASTAMFORD CT	$200.00
07/30	CIVANT 888-324-8268 IL	$58.98
07/30	SQ *ORGANIKA KITCHEN NEW New Canaan CT	$25.92
07/30	SWIRL NEW CANAAN CT	$9.31
07/30	SUNOCO 0005502003 WESTPORT CT	$8.98
07/30	BLUEMERCURY NEW CANAA 46 NEW CANAAN CT	$47.86
07/31	SHMG-OBGYN NEW CANAAN NEW CANAAN CT	$40.00
07/31	WALGREENS #09821 NEW CANAAN CT	$55.69
07/31	DR KYLE JAMES BEAN (MOTO203-9097676 CT	$180.00
08/01	UBER EATS HELP UBER COMCA	$71.81
08/01	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$11.15
08/02	GULF OIL 91190032 NEW CANAAN CT	$20.73
08/02	GULF OIL 91190032 NEW CANAAN CT	$23.64
08/02	ODDZ WESTPORT CT	$88.80
08/02	BERTUCCI'S #032 ECOMM olo.com CT	$17.21
08/02	FRESHII - WESTPORT WESTPORT CT	$12.85
08/02	BLUEMERCURY WESTPORT 33 WESTPORT CT	$31.91
08/02	BENEFIT WESTPORT WESTPORT CT	$29.46
08/03	VENMO 855-812-4430 NY	$17.51
08/03	ACT*USTA TOURN 877-243-8107 TX	$86.50
08/04	STARBUCKS 800-782-7282 WA	$25.00
08/04	AMZN Mktp US*MF64M7TL0 Amzn.com/billWA	$54.23
08/04	AMZN Mktp US*MF75N83UZ Amzn.com/billWA	$51.57
08/04	DUNKIN #351440 Q35 NEW CANAAN CT	$4.59
08/04	SQ *GOFER ICE CREAM OF DADarien CT	$9.70
08/04	STARBUCKS STORE 23639 NORWALK CT	$19.32
08/04	DR. KYLE JAMES BEAN (MOTO203-9097676 CT	$180.00

statement by the Payment Due Date in the current billing period, and (2) we will credit any payment applied toward Purchases as of the first day in your current billing period if you make a payment by the Payment Due Date in the current billing period that is less than the Statement Balance. If a Statement Balance was shown on your previous billing statement and you did not pay the Statement Balance by the Payment Due Date on that statement, then we will not impose Interest Charges on any Purchases during the current billing period if you pay the Statement Balance shown on the current billing statement by the Payment Due Date in the current billing period For Balance Transfers, interest will accrue from the day we send the Balance Transfer to the payee For Checks, interest will accrue from the day the payee accepts the check. For Cash Advances, interest will accrue from the day you take the Cash Advance.

How we will calculate your balance subject to interest rate. We use a method called "daily balance" (including new purchases) To determine the amount of interest to be charged on your Account, we first calculate the "Balance Subject to Interest Rate" separately for Purchases, for Balance Transfers, and for Cash Advances. We apply the applicable Daily Periodic Rate or the DPR (the DPR for each category is the applicable APR shown on the front of the statement divided by 365), to each of the applicable daily balances for i) Purchases, ii) Balance Transfers, and iii) Cash Advances. The daily balances for Purchases, for Balance Transfers, and for Cash Advances are each calculated separately and determined as follows: We take the beginning balances for each transaction type on your Account each day, including any interest calculated on the previous day's balance, add to the respective balances any new transaction, subtract any payments or credits and make any other applicable adjustment(s). Your Cardmember Agreement provides for compounding of interest. A credit balance is treated as a balance of zero. If you multiply the "Balance Subject to Interest Rate" for each balance category as shown on your monthly billing statement by the number of days in the billing period and then multiply each sum by the applicable DPR, the results will be the interest assessed, except for minor variations caused by rounding

Credit bureau reports and disputes. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you believe that an entry we have made on your credit report is inaccurate or incomplete, please contact the credit bureau directly or contact us at UBS Bank USA, Card Operations Division, 315 Deaderick Street, 5th Floor, Nashville, TN 37238 We will request your name; your account number; the credit bureau where you received the credit report, a description of the error, and why you believe it is an error We will promptly investigate, notify you of our findings, and, if warranted, send an update to the credit bureaus within 30 days.

What to do if you think you find an error on your statement
If you think there is an error on your statement, please write to us at:

UBS Bank USA - Card Operations Division
315 Deaderick Street, 5th Floor
Nashville, TN 37238

In your letter, give us the following information

- **Account Information**: your name and account number
- **Dollar amount**: the dollar amount of the suspected error
- **Description of problem**: if you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.
While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit

Your rights if you are dissatisfied with your credit card purchases
If you are dissatisfied with the goods or services that you have purchased with your credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase To use this right, all of the following must be true.

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services)
2. You must have used your credit card for the purchase Purchases made with Cash Advances from an ATM or with a check that accesses your credit card account do not qualify
3. You must not yet have fully paid for the purchase.

If all the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at

UBS Bank USA - Disputes Department
P O. Box 84040
Columbus, GA 31908

While we investigate, the same rules apply to the disputed amount as referenced above in the section covering errors on your statement. After we finish our investigation, we will notify you of our decision. At that point, if we think you owe an amount and you do not pay that amount, we may report you as delinquent

Please refer to your Cardmember Agreement for additional information about the terms of your Account

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08/04	EXXONMOBIL 97527592 NEW CANAAN CT	$5.75
08/05	QDOBA MEXICAN EATS #28 858-571-2615 CT	$27.91
08/05	DUNKIN #301076 Q35 NORWALK CT	$4.18
08/05	CVS/PHARMACY #01213 NEW CANAAN CT	$26.45
08/05	CHICK-FIL-A #03712 NORWALK CT	$18.93
08/06	AMAZON.COM*MF8SQ2SL1 AMZNAMZN COM/BILLWA	$13.81
08/06	STARBUCKS STORE 00877 NEW CANAAN CT	$5 53
08/07	AEROPOSTALE.COM 877-289-2376 PA	$43 39
08/07	STARBUCKS STORE 00877 NEW CANAAN CT	$6.71
08/07	BERTUCCI'S #032 DARIEN CT	$32.19
08/08	SHELL OIL 12479345006 NORWALK CT	$39.64
08/09	SQ *ORGANIKA KITCHEN NEW New Canaan CT	$22.28
08/10	SHAKE SHACK 1001 646-747-7200 NY	$45.16
08/10	AMZN Mktp US*MM6927CP1 Amzn com/billWA	$40.62
08/10	WWW.REDBUBBLE.COM REDBUBBLE.COMCA	$49.21
08/10	BOWDOIN COLLEGE-BOOKSTOR 207-725-3115 ME	$115.42
08/10	DUNKIN #304368 Q35 NORWALK CT	$6.74
08/11	WALGREENS #09821 NEW CANAAN CT	$18.08
08/11	DARIEN PEDIATRIC ASSOCIAT203-655-9741 CT	$10.00
08/11	CVS/PHARMACY #01213 NEW CANAAN CT	$43.96
08/11	PINOCCHIO PIZZA LLC NEW CANAAN CT	$65.12
08/11	NCRC TENNIS LLC 203-9664558 CT	$42.54
08/11	BODEGA TACO BAR (DARIE 203-6558500 CT	$44.44
08/12	PANERA BREAD #601662 O 203-750-9703 CT	$25.50
08/12	VENMO 855-812-4430 NY	$1.03
08/12	DUNKIN #304368 Q35 NORWALK CT	$6.42
08/13	Prime Video*MF57M5S80 888-802-3080 WA	$4 23
08/13	AMZN Mktp US*MF3IJ6260 Amzn com/billWA	$14.88
08/13	AMZN Mktp US*MF6S669I2 Amzn com/billWA	$28.70
08/13	GULF OIL 92063279 DARIEN CT	$44.20
08/13	CVS/PHARMACY #01213 NEW CANAAN CT	$21 00
08/13	PINOCCHIO PIZZA LLC 203-762-7300 CT	$26.92
08/13	DR. KYLE JAMES BEAN (MOTO203-9097676 CT	$180 00
08/13	COLONY GRILL NORWALK CA	$41 44
08/14	STARBUCKS 800-782-7282 WA	$30 00
08/14	SQ *ST. LUKE'S FOUNDATIONgosq.com CT	$47 86
08/14	SWIRL NEW CANAAN CT	$11 14
08/14	WALGREENS #09821 NEW CANAAN CT	$41 42
08/15	Amazon.com*MF45X9I60 Amzn.com/billWA	$194 60
08/15	DUNKIN #351440 Q35 NEW CANAAN CT	$21 19
08/15	DUNKIN #330839 Q35 BRANFORD CT	$5 02
08/15	CVS/PHARMACY #00172 BRANFORD CT	$7.29
08/16	VENMO 855-812-4430 NY	$10.30
08/16	SQ *GOFER ICE CREAM OF DADarien CT	$5.36
08/16	MAGIC LINCER TENNIS MANCHESTER CT	$25.00
08/16	DUNKIN #306468 Q35 MANCHESTER CT	$9 38
08/16	DUNKIN #306468 Q35 MANCHESTER CT	$4.18
08/16	TENGDA ASIAN BISTRO DARIEN CT	$80.05
08/16	SHELL OIL 57542920301 MANCHESTER CT	$27.04
08/17	AMAZON COM*MM1CA1GS1 AMZNAMZN COM/BILLWA	$33.50
08/17	AMZN Mktp US*MM6MC8C50 Amzn.com/billWA	$102.02
08/17	AMZN Mktp US*MM9PA7ZB2 Amzn.com/billWA	$20.07
08/17	SWIRL NEW CANAAN CT	$17.61
08/17	CVS/PHARMACY #01213 NEW CANAAN CT	$25 00
08/18	PACSUN #0003 877-372-2786 CA	$59.95
08/18	SWIRL NEW CANAAN CT	$20.97
08/18	DUNKIN #344193 Q35 WESTPORT CT	$13.12
08/18	COLONY GRILL NORWALK CA	$55.24
08/19	PACSUN #0003 877-372-2786 CA	$43 96
08/19	CVS/PHARMACY #00918 DARIEN CT	$4.00
08/19	R.LAUREN NEW CANAAN 852 NEW CANAAN CT	$170.00
08/19	BODEGA TACO BAR (DARIE 203-6558500 CT	$28.89
08/20	CHEGG ORDER 844-224-5952 CA	$10.55
08/20	SQ *L A N P H I E R Darien CT	$142.80
08/20	R LAUREN NEW CANAAN 852 NEW CANAAN CT	$116.97
08/20	STARBUCKS STORE 00877 NEW CANAAN CT	$7.62
08/20	NCRC TENNIS LLC 203-9664558 CT	$21.27
08/21	UBER EATS HELP.UBER COMCA	$29.67
08/21	UBER EATS HELP.UBER COMCA	$4.45
08/21	PACSUN #0003 877-372-2786 CA	$77 85
08/21	BURGERS SHAKES AND FRIES DARIEN CT	$25.41
08/22	AMZN Mktp US*MM1V13KH1 Amzn.com/billWA	$14 84
08/22	SHELL OIL 57543203509 NORWALK CT	$40 50

08/23	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$45.99
08/23	WALGREENS #09821 NEW CANAAN CT	$15.39
08/24	ACT*USTA TOURN 877-243-8107 TX	$86.50
08/24	AMAZON.COM*MM9YW4QI2 AMZNAMZN.COM/BILLWA	$8.72
08/24	5GUYS 1476 QSR STAMFORD CT	$2.67
08/24	MCDONALD'S F890 NORWALK CT	$3.85
08/25	WALGREENS #09821 NEW CANAAN CT	$25.51
08/25	CVS/PHARMACY #01213 NEW CANAAN CT	$39.00
08/26	AMZN Mktp US*MU8ZC9OO1 Amzn.com/billWA	$21.98
	Total Purchases Activity	$4,564.62

Activity for JOANNE BRIGGS - Card ending in 2876

Date	Description	Amount
Payments		
07/29	HBC EVENT SERVICES 505-346-0522 NM	-$53.07
07/30	NEW CANAAN LACROSSE AS 866-975-8600 CT	-$352.50
07/31	HBC EVENT SERVICES 505-346-0522 NM	-$46 89
08/07	LEVI'S #803 866-860-8907 CA	-$37.64
	Total Payments Activity	-$490.10
Purchases		
07/24	SOLARIS RACQUET CLUB STAMFORD CT	$300 00
07/25	UBER EATS HELP.UBER.COMCA	$41.85
07/27	APPLE.COM/BILL 866-712-7753 CA	$10.69
07/28	UBER EATS HELP.UBER.COMCA	$22 04
07/28	APPLE.COM/BILL 866-712-7753 CA	$2.99
07/28	APPLE.COM/BILL 800-275-2273 CA	$12.82
07/29	APPLE.COM/BILL 866-712-7753 CA	$3.20
08/01	APPLE COM/BILL 866-712-7753 CA	$27.80
08/01	Austin W Feeney DDS PC 203-9663042 CT	$265.00
08/02	LONG ISLAN* EXPRESS NO STRIPE COM NY	$87.98
08/03	DYNAMIC SP* TEAM 91 TR STRIPE.COM NY	$52 00
08/03	WALGREENS #5823 877-250-5823 AZ	$10.00
08/05	REI COM 800-426-4840 WA	$72.32
08/05	SOLARIS RACQUET CLUB STAMFORD CT	$300.00
08/06	APPLE COM/BILL 866-712-7753 CA	$49.18
08/08	REI.COM 800-426-4840 WA	$72.32
08/08	APPLE.COM/BILL 408-974-1010 CA	$13 90
08/11	SOLARIS RACQUET CLUB STAMFORD CT	$300.00
08/12	VETSOURCE 877-738-4443 OR	$67.68
08/12	APPLE.COM/BILL 866-712-7753 CA	$21.56
08/13	POTTERYBARNTEEN COM 866-472-0500 CA	$247.80
08/14	LONG ISLAND EXPRESS LA STRIPE.COM NY	$3,400.00
08/15	ESCO ¦ EDTECH ¦ SHELFI 866-604-3726 AZ	$128.82
08/15	STAPLES DIRECT 800-3333330 MA	$111.14
08/16	APPLE.COM/BILL 866-712-7753 CA	$6.40
08/18	STAPLES DIRECT 800-3333330 MA	$3.43
08/20	APPLE.COM/BILL 866-712-7753 CA	$10.69
08/20	APPLE.COM/BILL 866-712-7753 CA	$10.69
08/20	SOLARIS RACQUET CLUB STAMFORD CT	$300 00
08/25	APPLE.COM/BILL 866-712-7753 CA	$18.17
08/25	SQ *AMANDA CRAIG Stamford CT	$624.00
08/25	SQ *AMANDA CRAIG Stamford CT	$208.00
	Total Purchases Activity	$6,802.47

Activity for ALEXANDER DELUCA - Card ending in 2097

Date	Description	Amount
Payments		
08/20	LULULEMON GREENWICH GREENWICH CT	-$4.32
	Total Payments Activity	-$4.32
Purchases		
07/23	SUBWAY 00S44213 GREENWICH CT	$12.92
07/24	SQ *NEW CANAAN DINER New Canaan CT	$68.92
07/24	EXXONMOBIL 97527592 NEW CANAAN CT	$8.74
07/26	SQ *NEW CANAAN DINER New Canaan CT	$10.04
07/26	GULF OIL 91190032 NEW CANAAN CT	$3.02
07/26	DUNKIN #351440 Q35 NEW CANAAN CT	$8.66
07/26	EXXONMOBIL 97527592 NEW CANAAN CT	$2.00
07/27	AMZN Mktp US*MV1Z76D22 Amzn.com/billWA	$69 12

07/27	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$20.57
07/27	EXXONMOBIL 97422711 GREENWICH CT	$4.23
07/28	AMZN Mktp US*MV3KC1KF0 Amzn.com/billWA	$40.40
07/28	AMZN Mktp US*MF8J73401 Amzn.com/billWA	$77.36
07/28	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$6.30
07/28	ONLYFANS.COM 8886880458 IL	$11.00
07/28	ONLYFANS.COM 8886880458 IL	$11.00
07/28	ONLYFANS.COM 8886880458 IL	$9.00
07/28	ONLYFANS.COM 8886880458 IL	$6.00
07/28	ONLYFANS.COM 8886880458 IL	$15.00
07/28	ONLYFANS 8886880458 IL	$7.00
07/29	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$11.10
07/30	GLENVILLE SHELL GREENWICH CT	$41 35
07/30	PAYPAL *UBER EATS 402-935-7733 CA	$35.59
07/30	PAYPAL *UBER EATS 402-935-7733 CA	$7.11
07/30	EXXONMOBIL 97422141 GREENWICH CT	$5.23
07/31	DICK'S SPORTING GOODS NORWALK CT	$313.40
07/31	PAYPAL *NBCSPORTGLD PRE 402-935-7733 CT	$21.39
07/31	EXXONMOBIL 97422141 GREENWICH CT	$4.93
08/01	PINOCCHIO PIZZA LLC NEW CANAAN CT	$8.01
08/02	MANSCAPED 800-497-3037 CA	$111.64
08/03	CHIPOTLE ONLINE 3035954000 CA	$23.00
08/03	SQ *GOFER ICE CREAM NEW CNew Canaan CT	$6.30
08/03	WALGREENS #09821 NEW CANAAN CT	$7.97
08/05	LACROSSE UNLIMITED 005 NORWALK CT	$279.68
08/05	LACROSSE UNLIMITED 005 NORWALK CT	$21.26
08/05	EXXONMOBIL 97527592 NEW CANAAN CT	$7 75
08/06	PAYPAL *SCENTBIRD 402-935-7733 NY	$15.90
08/06	DUNKIN #351440 Q35 NEW CANAAN CT	$8.13
08/06	CVS/PHARMACY #01213 NEW CANAAN CT	$6.43
08/06	CVS/PHARMACY #01213 NEW CANAAN CT	$10.00
08/07	CVS/PHARMACY #01280 GREENWICH CT	$8.00
08/08	PAYPAL *JAXXON 402-935-7733 CA	$128.00
08/08	PAYPAL *UBER EATS 402-935-7733 CA	$1.88
08/08	PAYPAL *UBER EATS 402-935-7733 CA	$12.54
08/08	SWIRL NEW CANAAN CT	$17.48
08/09	PAYPAL *UBER EATS 402-935-7733 CA	$10.67
08/09	PAYPAL *UBER EATS 402-935-7733 CA	$3.53
08/10	LULULEMON GREENWICH GREENWICH CT	$72.32
08/10	DUNKIN #349417 Q35 GREENWICH CT	$4.62
08/10	EXXONMOBIL 97422711 GREENWICH CT	$41.57
08/10	EXXONMOBIL 97422711 GREENWICH CT	$6.43
08/10	SUBWAY 00544213 GREENWICH CT	$1.88
08/10	VINEYARD VINES 31 GREENWICH CT	$90 39
08/11	PP*DOORDASH SHAKESHAC 402-935-7733 CA	$27.35
08/11	CHICKEN JOES GREENWICH CT	$10.50
08/11	CHICKEN JOES GREENWICH CT	$1.93
08/12	Microsoft*Xbox msbill.info WA	$63.80
08/12	DARIEN SPORT SHOP DARIEN CT	$314.25
08/13	SQ *UCBC NEW CANAAN New Canaan CT	$15.65
08/13	CVS/PHARMACY #01213 NEW CANAAN CT	$10.00
08/13	PINOCCHIO PIZZA LLC NEW CANAAN CT	$7.35
08/14	Microsoft*EA Access 1 Monmsbill info WA	$5.31
08/14	PAYPAL *UBER EATS 402-935-7733 CA	$18 95
08/14	PAYPAL *UBER EATS 402-935-7733 CA	$4.78
08/14	DICK'S SPORTING GOODS NORWALK CT	$106.01
08/15	STOP & SHOP 0612 GLENVILLE CT	$6 68
08/15	SQ *NEW CANAAN DINER New Canaan CT	$58.54
08/15	CVS/PHARMACY #01213 NEW CANAAN CT	$9.00
08/15	CVS/PHARMACY #01213 NEW CANAAN CT	$3 00
08/15	THE APPLE CART @ MEAD PARNEW CANAAN CT	$1 50
08/15	THE APPLE CART @ MEAD PARNEW CANAAN CT	$6.00
08/15	THE APPLE CART @ MEAD PARNEW CANAAN CT	$6.00
08/16	TONYS DELI & CATERING NEW CANAAN CT	$14.48
08/17	Microsoft*Xbox Redmond WA	$21.26
08/17	Microsoft*Xbox Redmond WA	$34.02
08/17	DUNKIN #349417 Q35 GREENWICH CT	$4 62
08/17	CVS/PHARMACY #01280 GREENWICH CT	$8 00
08/17	EXXONMOBIL 97422711 GREENWICH CT	$4 83
08/18	DUNKIN #330826 Q35 NORWALK CT	$8.57
08/18	NORWALK COVE MARINA INC NORWALK CT	$12 00
08/19	Spotify USA 877-7781161 NY	$10.69
08/19	STEAMGAMES COM 425-889-9642 WA	$26.73

08/20	Amazon Prime*MM05198A1 Amzn.com/billWA	$12.99
08/20	Microsoft*Xbox Redmond WA	$17.01
08/20	CVS/PHARMACY #01280 GREENWICH CT	$32.00
08/20	PP*DOORDASH CHICK-FIL 402-935-7733 CA	$27.30
08/21	Amazon.com*MM8FI9JX0 Amzn.com/billWA	$26.59
08/21	WALGREENS #1873 DARIEN CT	$21.47
08/21	SUBWAY 00544205 GREENWICH CT	$12.92
08/22	APPLE.COM/BILL 866-712-7753 CA	$2.99
08/22	Audible*MM7DK5KL1 Amzn com/billNJ	$15.90
08/22	SQ *84 ANNEX New Canaan CT	$39.00
08/22	EXXONMOBIL 97422711 GREENWICH CT	$41.15
08/22	EXXONMOBIL 97422711 GREENWICH CT	$3.39
08/22	THE APPLE CART @ MEAD PARNEW CANAAN CT	$8.00
08/22	THE APPLE CART @ MEAD PARNEW CANAAN CT	$10.00
08/24	TST* ROBEKS - 382 - NORWANORWALK CT	$13.73
08/24	MCDONALD'S F11580 NORWALK CT	$10.08
08/24	UBREAKIFIX - NORWALK NORWALK CT	$31.89
08/25	AsurionWireless Insurance866-6672535 TN	$29.00
	Total Purchases Activity	$2,913.97

2020 Totals Year-to-Date Summary of Fees and Interest	
Total Fees Charged in 2020	$27.38
Total Interest Charged in 2020	$178.84

Interest Charge Calculation - 31 Days in Billing Cycle

	Balance Subject to Interest Rate	ANNUAL PERCENTAGE RATE (APR)	Interest Charge
PURCHASES	$0.00	15.24% (v)	$0.00
BALANCE TRANSFERS	$0 00	15.24% (v)	$0.00
CASH ADVANCES	$0.00	22.24% (v)	$0 00
Total			$0.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account (v) = Variable Rate

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EXHIBIT 2

HUTCHISON & STEFFEN

A PROFESSIONAL LLC

Martie McBride

From: Martie McBride
Sent: Friday, December 13, 2019 9:06 AM
To: Jo Briggs
Cc: Michael Nedder
Subject: RE: Christmas Gifts

Jo:

Sorry for the delay in responding. This time of year is usually very busy both professionally and personally. As you are aware Jon set up the trust for the benefit Julia and Alex for their lifetime. Any funds spent out of the trust are spent on behalf of Julia and Alex including, housing, education, and travel. The credit cards that were issued to them gives them access to funds to purchase the items they desire. If there are gifts that Jon would normally have provided , the kids can spend the money out of the trust to buy them. As long as the funds are spent for Alex and Julia, there should be no issues.

We are trying to help the kids understand that this is their money and that they are the ones who should be making decisions on how it is spent. Obviously as their parent you will have input but we are hopeful that we can get the kids more involved in spending decisions.

As far as reimbursement for expenses for 10/15-11/16 plus vacation expenses, we have requested those funds to be transferred into our account for payment. We expect to get that reimbursement to you shortly.

Please note going forward we will need advance notice of reimbursements in excess of $2,000.00 per item. We would like to give our financial advisors adequate notice so that we can ensure reimbursements can be made in a timely manner. We reserve the right to deny any reimbursement that is not previously approved

Martie McBride
Nedder & Associates, LLC
3 Parklands Drive
Suite 201
Darien, CT 06820

Tel: (203) 621-0577
Fax: (203) 621-0626

Sent wirelessly, please excuse any errors

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From: Jo Briggs <jjsbriggs@gmail.com>
Sent: Thursday, December 12, 2019 5:08 PM
To: Michael Nedder <mtnedder@nedderlaw.com>; Martie McBride <mmcbride@nedderlaw.com>
Subject: Fwd: Christmas Gifts

Like any financially responsible individual, I operate within a budget. I am trying to determine what that budget is and it goes without saying time is of essence with Christmas less than 2 weeks away. I am therefore asking again for a response to my emails below.

Sent from my iPhone

Begin forwarded message:

> **From:** Jo Briggs <jjsbriggs@gmail.com>
> **Date:** December 10, 2019 at 11:26:35 AM EST
> **To:** Martie McBride <mmcbride@nedderlaw.com>, Michael Nedder <mtnedder@nedderlaw.com>
> **Subject: Fwd: Christmas Gifts**
>
> I would appreciate a response on this and an update on the last expense reimbursement.
>
> Sent from my iPhone
>
> Begin forwarded message:
>
>> **From:** Jo Briggs <jjsbriggs@gmail.com>
>> **Date:** December 4, 2019 at 4:57:07 PM EST
>> **To:** Martie McBride <mmcbride@nedderlaw.com>, Michael Nedder <mtnedder@nedderlaw.com>
>> **Subject: Christmas Gifts**
>>
>> Given the issues we are having with the vacation expenses (which I don't understand given Jon's history of taking the kids on very expensive trips, typically overseas), I thought it would be wise to ask if any of the kids Christmas gifts will be covered. I am the only person buying them anything for Christmas and of course am trying to make it not feel that way. Their lists are fairly short but expensive and I had already bought them several things not on the lists. It would help me decide what to get them if I know whether the costs will be solely on me, or part of it covered by the estate.
>>
>> Jo

Martie McBride

From: Martie McBride
Sent: Monday, January 20, 2020 11:10 AM
To: Jo Briggs
Cc: Michael Nedder
Subject: RE: Expenses 11/19/19 through 1/13/2020

Jo:

We will reimburse the expenses shortly. Would it be possible to send us a copy of the Verizon bill as we think it is a little excessive for two phones. We would hope that in the future, gifts for the children will be purchased through the credit cards for budgeting purposes.

Regarding the vacation expenses, these seem to be on the expensive side to send two children on vacation which does not include airfare. We understand that Jon liked to take expensive vacations and we want to make sure that these are in line with trips that Jon would have taken. Further, we need to understand the cost of the airfare as well and if there will be any similar expenses such as the dolphin excursion. We would prefer that you use the credit card for the bulk of the charges for vacation, excursions, gifts, etc. I'm sure you realize that no one likes surprises and if you would provide estimates of all costs of vacations, including airfare, excursions, etc. it would make reimbursements run more smoothly.

Martie McBride
Nedder & Associates, LLC
3 Parklands Drive
Suite 201
Darien, CT 06820

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IRS CIRCULAR 230 DISCLOSURE: Although this written communication may address certain tax issues, it is not a reliance opinion as described in IRS Circular 230 and, therefore, it cannot be relied upon by itself to avoid any tax penalties. If you would like a reliance opinion letter, please contact us and we will discuss our procedures for preparing one.

From: Jo Briggs <jjsbriggs@gmail.com>
Sent: Monday, January 13, 2020 9:37 AM
To: Martie McBride <mmcbride@nedderlaw.com>
Subject: Expenses 11/19/19 through 1/13/2020

Hi Martie -

Happy New Year. Below are expenses 11/19/19 through 1/13/2020.

Tatty:
$400 - work week of 11/8
$400 - work week of 11/25
$300 - Julia tennis tournament 12/7 and 12/8
$400 - work week of 12/2
$400 - work week of 12/9
$400 - work week of 12/26
$400 - work week of 12/23
$400 - dog sitting 12/26-1/3
$400 - work week of 12/6
$200 - Julia tennis tournament at Rocky Hill

$800 - I gave Tatty an $800 year end bonus/Christmas gift. I also bought her a personal gift from me and the children. I leave it up to the estate to decide if you want to contribute to all or part of this expense.

Verizon:
$312 - paid 12/13
$312 - paid 1/13

Christmas Gifts: Based on your email response, I would suggest that the estate pay for Julia's new iPhone (since I had already bought all Christmas gifts when her iPhone 7 died a few days before Christmas) and some of the clothes I bought for them (the ones that were functional (for school or sports)).
$731.69 - iPhone X and case for Jluia
$41.14 - Wrangler (shirts for Alex) 12/13
$132.71 - American Eagle (sweaters for school for Julia) 12/10
$125 - St. Luke's school bookshop (sweatshirt and sweatpants for Julia)
$126.56 - Patagonia Fleece for Alex 12/6
$126.56 - Patagonia Fleece for Julia 12/4
$85.04 - Steve Madden (shoes Julia) 12/4
$188 - Vuori Clothing (work out clothes and t-shirts for Alex) 12/11
$241 - Darien Sports Shop (bathing suits and joggers for Alex) 12/14
$52.98 - Amazon (flannel shirts for Alex) 12/6 and 12/11

Other:
$125 - Christmas gift for school shuttle drivers
$900 - 6 pack with Craig Austrie (basketball training held at BlueStreak facility but billed independently)
$30 - Amazon dog food order
$117.50 - Amazon order (Sherpa lined flannel shirt, rain jacket and long sleeve shirt) holiday gift for family supported through Brunswick
$191.40 - Amazon (2 Seagate portable 5TB external hard drives for Alex and Julia)
$43.19 - Lacrosse Unlimited (Alex) 12/6
$216.94 - Lululemon (work out clothes Julia) 12/4
$294 - Delphinus Hyatt Ziva (Julia and Alex swimming with Dolphins) 12/28

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EXHIBIT PAGE ONLY

EXHIBIT 3

HUTCHISON & STEFFEN

A PROFESSIONAL LLC

Michael Nedder

From: Jo Briggs <jjsbriggs@gmail.com>
Sent: Tuesday, August 18, 2020 3:45 PM
To: Marisa Salvin
Cc: Johnson, Daniel; Michael Nedder
Subject: Re: Alex CC

Marissa -

Alex and I were both on the call with UBS, as he is too young to be able to manage a fraud inquiry alone. I had Megan Yi (rom UBS financial services) looped into the call to make sure all protocols were followed. I am sure there is a recording of the call, but Alex answered all the questions about the charges that were made. The charges were mostly for Gophers (ice cream) and one for a gas station when Tatty and Alex were driving to a lacrosse game. There was one online charge for $5 that Alex told the agent was from a You Tube channel. I trusted that Alex was being truthful and had learned his lesson from the last time. On confronting Alex upon receipt of this email he has admitted that he lied about the charge. I have taken his credit card away. You can cancel it if you'd like and he will have to use my card when he is traveling without me (as I cannot be in 2 places with Julia and Alex at the same time). Alternatively you can leave his card active and I will only give it to him in limited circumstances.

With regard to Julia's emails, you need to respond to her directly. She is almost 18 and is acting on her own behalf. That being said, I have two comments: first, when I shared this email with Julia, she told me that Michael said he would provide that one page summary in January (when she independently chose to visit him at your offices); she also said that she sent two subsequent emails without any response. Second,, she does not understand how the beneficiaries of a trust are not entitled to any accounting of or information about the trust, she does not think (and nor do I) that this provides any checks and balances. In my view, Ellen Hain should be helping the children navigate this issue but she does not respond to emails or phone calls. As their guardian, I will help the children find a lawyer who can best answer these questions for them and provide representation (as needed) during any call or meeting.

Jo

On Aug 18, 2020, at 2:54 PM, Marisa Salvin <msalvin@nedderlaw.com> wrote:

Jo,
Mike is out on an emergency family matter but wanted me to relay this email to you.
We were recently contacted by UBS regarding charges to Alex's card. As you and I have previously discussed, we have flagged certain vendors as inappropriate. It appears that these charges have continued. Further it was brought to our attention that you called UBS to authorize these charges on Alex's behalf. Obviously, these types of charges are not in line with the objectives of Jon's estate. I am hoping this was some sort of misunderstanding, or that possibly someone pretending to be you reached out to UBS. If you could shed some clarity on this it would be helpful. We would like to keep Alex's card functioning, but we cannot have these types of charges continue.
In addition, Julia reached out to me looking for some clarity regarding Jon's estate and trust. As I have explained to her previously, the terms of the trust are explicitly private. With that said, the firm who created the trust has a one-page summary that can be shared with the children, to hopefully give them some clarity. In addition, my office has been working on some summary of the trust's finances to review with Julia and Alex. I would like to have a meeting (either in person or electronically) to hopefully

answer some of their questions and also review projections for trust expenditures into the future. If you find this agreeable, this would help to address many of the concerns Julia has expressed via email to me.

I hope all of you are well though these crazy times. I look forward to hearing from you.

Thank you,

Marisa Salvin
Head of Client Relations

<image001.png>

<image002.png><image003.png> <image004.png> <image005.png>

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Marisa Salvin

From: Marisa Salvin
Sent: Thursday, September 3, 2020 9:59 AM
To: Jo Briggs (jjsbriggs@gmail.com)
Cc: Michael Nedder
Subject: Alex's CC

Jo,

Mike is still out of the office but wanted me to send you this email in response to your email dated 8/18/2020.

Jo:

Thank you for your prompt response. Would you prefer that we suspend Alex's card from our end? As you know not having the physical card does not prevent use. Let me know your thoughts.

I realize Julia is quite mature, but she is still a minor and I thought it best to communicate through her guardian. As I have explained to her in the past, the trust is clear in what information can be shared with beneficiaries and what cannot. The beneficiaries are not entitled to any information about the underlying document or the assets contained therein. This was their father's direction and I am obliged to uphold that. As far as the summary that was suggested, I am working with counsel to prepare something that is appropriate. As you are also aware since that time there has been a worldwide pandemic which closed my offices for months, recently a storm that left us without power or internet for a week and most recently the passing of my father. To say the least, God has certainly tested me.

Hiring counsel for your children is certainly your decision. Ellen Hain was their court appointed Guardian ad Litem to determine your pursuit of funds from the estate. If you would like to engage her separately for additional meetings please feel free. Please note, the cost of her engagement or other counsel will not be paid for by either the trust or the estate.

What I had proposed in my earlier email was that Julia, Alex and I meet to further clarify their questions about the trust as best we can. Also to review the spending from the trust so that they have an idea of how much is being spent and what it is being spent on. I feel this would be a way to give them more perspective on today and in planning for the future. If you think this would help the kids, let me know and my office will coordinate. Given the current environment, we can schedule it in person or via an online meeting platform. Let me know how the kids would like to proceed.

Thank you,

Marisa Salvin
Head of Client Relations

Nedder
& Associates, LLC

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Electronically Filed
1/25/2021 5:46 PM
Steven D. Grierson
CLERK OF THE COURT

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Attorneys for Joanne S. Briggs as Parent and Guardian of Julia Ann DeLuca and Alexander Ian DeLuca, Primary Beneficiaries of 23 Partners Trust I

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TRUST AND ESTATE ATTORNEYS

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of 23 PARTNERS TRUST I, dated February 1, 2017.	Case No.: P-20-104279-T Dept.: 26 Hearing Date: January 28, 2021 Hearing Time: 10:30 a.m.

REPLY TO SUPPLEMENT TO OBJECTION TO PETITION TO (1) ASSUME JURISDICTION OVER TRUST, (2) CONFIRM DOUGLAS SCOTT DELUCA AS TRUSTEE, (3) OBTAIN AN ACCOUNTING, AND (4) OBTAIN A COPY OF TRUST[1]

I.

INTRODUCTION

Key Points

- **The Trust's Express Terms Require Nedder to Account to Julia and Alex.**
  - The Trust provides that the trustee(s) "**shall** make the books of account and records of **all financial transactions** … available at all reasonable times for inspection by … each then presently vested income, principal and remainder beneficiary … and their respective representatives." § 5.2(A) (emphases added).
  - The Trust further provides that the trustee(s) "upon request **shall** furnish to [said beneficiaries], with respect to each federal income tax accounting year of such trust,

[1] Pursuant to the Order, entered Dec. 30, 2020, the Court granted the Petitions to assume *in rem* jurisdiction over the Trust and confirmed Family Trustee Douglas Scott DeLuca ("Douglas") and Michael T. Nedder as its Trustees. Remaining to be resolved are the Petitions to obtain an accounting and a copy of the Trust.

a complete beginning and ending inventory, fully reflecting all principal and income activity including all distributions of any kind." *Id.* (emphases added).

- The Trust further provides that the trustees(s) "upon request **shall** furnish [to said beneficiaries] **an accounting** summarizing all financial transactions for such period, thereby reconciling such ending inventory with the beginning inventory, fully reflecting all principal and income activity including all distributions of every kind." *Id.* (emphases added).

➢ **The Trust Does Not Prohibit Alex and Julia from Receiving a Copy of the Trust.**

➢ **Nedder Has Knowingly Misrepresented His Accounting Duties to Petitioner and this Court.**

- "Section 5.2 of the Trust … just says, books and records shall be available for inspection." – R. Geist, December 9, 2020, Hearing Transcript (Pet.'s Supp., Ex. 2), at 15:15-23).
- "[O]ur objection is limited in that their request for relief is to compel an accounting and the delivery of a copy of a Trust, both of which are not permitted under the statute and not permitted under the terms of the Trust." – *Id.*, at 13:2-6.
- "[T]he Trustee has no obligation to provide an accounting to the Beneficiaries pursuant to NRS 165.1207(1)(b)(5) or pursuant to the Trust." Objection, at 6:4-8.
- "As I have explained to [Julia] in the past, the trust is clear in what information can be shared with beneficiaries and what cannot. The beneficiaries are not entitled to any information about the underlying document or the assets contained therein." – M. Salvin, Head of Client Relations, Nedder & Associates, LLC., Exhibit 3 to Nedder's Supplement.

➢ **Nedder Is Acting Upon a Conflict of Interest.**

- The express terms of the Trust provide that Alex and Julia can remove Nedder at any time; a fact that Petitioner, Julia, and Alex would never know had the Court not instructed Nedder to release a copy of the Trust to Petitioner's counsel.

➢ **In His Supplement, Nedder Attempts to Divert the Court's Attention Away from His Absence of Candor by Making Inferences that Petitioner's Requests for Distributions from the Trust for the Benefit of Her Children are Not Genuine.**

- Petitioner categorically denies such inferential accusations and finds the same unfounded and distasteful. More importantly, however, is that they are wholly irrelevant to the relief requested in the Petition.

The 23 Partners Trust I ("Trust")'s terms plainly require Independent Trustee Michael T. Nedder ("Nedder") to provide a copy of the trust instrument and an accounting *promptly* to a beneficiary, and none of Nedder's misrepresentations, omissions or strawman deflections in his Supplement change that. Therefore, however much discretion the Trust grants the Trustee to make

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or not make distributions (not at issue now),[2] **the Trust provides him <u>no discretion on his duty to account</u> as a Trustee.** Thus, the Trust requires Nedder to provide a copy of the Trust, an accounting, and a meaningful opportunity to inspect the Trust's books and records on "all financial transactions" upon Petitioner Joanne Briggs's request, as mother and legal guardian of the Trust's only *Primary* Beneficiaries, Julia Ann DeLuca and Alex Ian DeLuca. These Trust mandates also find support in Nevada law, trust law authority, common sense and fairness.

Indeed, Nedder should not be allowed to continue his obfuscation over money that is not his, but was intended by his deceased client to primarily benefit the client's children. In fact, had Petitioner not brought this suit, her counsel would never have learned about the children's right under the Trust, as Nedder admits, to remove him as Trustee. Nedder however continues trying to block the children and their mother from ever learning this and other important information about the Trust and the beneficiaries' rights thereunder, *e.g.*, their power of appointment.

Tellingly, Nedder's Supplement relies on misrepresentations and more matters that are irrelevant at this juncture, *e.g.*, the propriety of Petitioner's requests, which were in fact proper as to the Trust. As were her separate requests to the Trust Settlor's estate, which Nedder tries to falsely paint as excessive and as made to the Trust. He also deceitfully attempts to show his reimbursements of such expenses as generous when in fact they are <u>mandated</u> pursuant to the Petitioner's and Trust Settlor's divorce Separation Agreement.[3] These efforts however merely underscore the lack of

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[2] At this time, Petitioner seeks only a copy of the trust and an accounting. Any ruling now on the Trustee's discretion on distributions would thus be improper. Petitioner reserves her right to address particular distributions and discretionary decisions at a later stage if and when that is necessary.

[3] For example, the Supplement states that "pursuant to a probate court order, the trust has paid $7,200 per month to petitioner as apportioned housing expenses attributable to the Beneficiaries [citing Nedder's Affidavit]. The Trust has also provided … credit card[s]… for a combined total of approximately $20,000 per month in living expenses …" Nedder Supp., at p. 3:18-23. Nedder's Affidavit also suggests the housing is paid from the Trust under the Trustees' direction. *See* Nedder Supp., Ex. 1, ¶ 9 ("as the direction and discretion of the Trustees, the [Trust] paid the expenses [of the children] including *housing*, food, clothing …") (emphasis added). Further, at least Nedder's affidavit (though not his Supplement) shows Petitioner "makes [such] requests for reimbursement <u>by the Estate</u> of [the Trust's Settlor] for other monthly expenses she says are for the benefit of" the children. *See* Nedder Supp., Ex. 1, ¶ 11.

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support in law, sense and fairness on what now *is* at issue in this case: the petitions for a copy of the trust and an accounting.

Therefore, Petitioner respectfully requests the Court put an end to this self-serving concealment,[4] and compel the Trustees provide her *merely* a copy of the trust and an accounting. Also, the Trustees here in bad faith: (i) violated the Trust's terms by not providing this repeatedly-requested information; (ii) *misrepresented to Petitioner (and the children) that the Trust prohibited the Trustee from providing them with Trust information when it in fact requires the opposite upon a beneficiary's request*; and (iii) omitted, in the objection to the petition, Trust provisions that govern the facts here. As such, the Court should also surcharge Nedder to pay Petitioner her attorneys' fees and costs for having to bring the petition and respond to the baseless objection and supplement, and order that Nedder shall not pay from the Trust the attorneys' fees and costs incurred for objecting to the Petition.[5]

In sum, Nedder attempts to conflate these expenses by painting them all as distributions that the Trustees made generously in their discretion when the Separation Agreement says otherwise. *See* Separation Agreement, Sep. 4., 2014, a true and correct copy of which is attached hereto as **Exhibit 1**, ¶ 9(A)("In the event of the Husband's death his estate and related Trust shall pay 100% of the **housing expenses** for the children … and otherwise necessary for the **children's health, welfare, and physical and psychological well-being** at the time of his death; and 100% of the **children's extracurricular expenses** … Upon his death the Wife shall have no obligation for the children's housing or extracurricular expenses …") (emphases assed). Moreover, Nedder too admits that the Trust Settlor's Estate is under a contractual obligation to cover, *inter alia*, the children's Health, Education, Maintenance and Support (HEMS) expenses. *See* Letter from Nedder to Petitioner's Connecticut counsel, Aug. 16, 2019, a true and correct copy of which is attached hereto as **Exhibit 2** ("[W]e **do acknowledge** that pursuant to the Separation Agreement, dated September 4, 2014 … that some **obligation does exist** … While the decedent **had a contractual obligation to pay for the housing** expenses of the children until they graduate or turn twenty-three years of age, the Estate … In regards **to the childrens' living expenses and overall well-being, the Estate has been and will continue to pay for all educational and medical expenses and all extracurricular activity and travel expenses** for the children without hesitation. The Estate is paying those expenses directly and your client has had no obligation to pay them.") (emphases added).

[4] On information and belief, the Trust holds over $20 million in assets; the trustee and related fees for which likely are commensurately considerable.

[5] The request for attorney's fees is directed solely to Nedder as only he filed an objection to the petition. Although Nedder's Supplement to his objection, filed January 19, 2021, claims to also be brought on behalf of Family Trustee Douglas DeLuca, Mr. DeLuca did not file an opposition to the petition before the Court first heard the petition on December 9, 2020, and therefore waived any objection thereto. *See* EDCR 2.20(e) ("Failure of the opposing party to serve and file written

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II.

ARGUMENT

A. THE TRUST'S § 5.1(C) REQUIRES TRUSTEES TO PROVIDE PETITIONER WITH A COPY OF THE TRUST AND TO DO SO PROMPTLY.

As much as Nedder wishes to find in its 63 pages, the Trust simply does not prohibit the Trustees from providing a copy of it to a beneficiary upon request. This absence alone, along with established trust law authority, requires Nedder as trustee to provide a copy of the Trust to Petitioner upon request.[6] In other words, if a trust was silent on whether or not the trustee could provide a copy of the trust to a beneficiary, trust law authority and common sense dictate that the beneficiary has a right to obtain such a copy. After all, it's the beneficiary's money.

Yet, here there is more. The Trust's § 5.1 (C) mandates that the Trustees provide copies of Trust instruments to beneficiaries upon request, and to do so promptly:

> Copies of **all trust related instruments** of amendment, revocation, exercise of power, designation, release, disclaimer, etc., as well as of a Trustee's resignation, removal, appointment and/or acceptance … **shall upon request be delivered promptly** … **by the Trustees** … **to each interested party** (**i.e.**, the Grantor, the other then Trustee or Trustees, if any, of the affected trust or trusts, **and each present beneficiary of the affected trust or trusts**).[7]

Nedder does not dispute that the Trust is itself a "trust related instrument." His contention is only that because the trust is not an "instrument[] of amendment, revocation, exercise of power, designation, release, disclaimer, etc." or "of a Trustee's resignation, removal, appointment and/or acceptance …," that a copy of the trust itself does not fall under § 5.1 (C) and the beneficiary has no right to it upon request. So, supposedly the trustee must provide all these documents to a beneficiary upon request, and promptly, but not a copy of the Trust itself. This is patently absurd.

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opposition may be construed as an admission that the motion and/or joinder is meritorious and a consent to granting the same.").

[6] *See* RESTATEMENT (SECOND) OF TRUSTS § 173, Comment *c* (updated 2020) ("Although the terms of the trust may regulate the amount of information which the trustee must give and the frequency with which it must be given, the **beneficiary is always entitled to such information as is reasonably necessary to enable him to enforce his rights** under the trust or to prevent or redress a breach of trust.") (emphasis added); *see also, supra*, Section II(C).

[7] *See* Pet.'s Supp., at p. 5:1-8. Emphases added.

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If the settlor genuinely wanted to keep the Trust and all its terms from the beneficiary, he would not have included such a provision. There is no use in obtaining all these documents if one cannot also have the underlying instrument to which all the documents refer.

Thus, the inclusion of § 5.1(C), *along with* the conspicuous absence of a prohibition against providing the beneficiary with a copy of the trust upon request, weigh heavily in favor that the settlor intended that the beneficiary be able to obtain a copy of the Trust upon request. Indeed, such conclusion results also from other Trust provisions predicated upon the beneficiary being able to obtain a copy of the trust upon request and knowing its terms. *See, e.g.*, power of appointment (§ 3.2.2), right to inspect books and records (§ 5.2), right to request accounting (§ 5.2) and right to request trustee's medical records (for capacity) (§ 7.15)(A)).[8]

Given the Trust's terms, Nedder's claim, suggesting that NRS 165.147(2) is the only basis the petition employs for a copy of the Trust, is false. *See* Nedder's Supp., at p. 11:15 ("[t]he Petition to obtain a copy of the Trust is based on NRS 165.147(2) …"). Unavailing also is his reliance on the Trust's § 5.1(E) merely prohibiting the trustee from providing "notice of the existence of the trust." Again, that shipped sailed, because Petitioner knows of the Trust's existence and so § 5.1(E) no longer applies. In turn, § 5.1 (C) does apply and the beneficiaries can make requests thereunder.

B. <u>THE TRUST'S § 5.2(A-B) REQUIRES THAT, UPON PETITIONER'S REQUEST, THE TRUSTEES MUST FURNISH AN ACCOUNTING AND OPPORTUNITY TO INSPECT THE BOOKS AND RECORDS ON "ALL FINANCIAL TRANSACTIONS" OF THE TRUST.</u>

i. <u>The Trust's § 5.2(B) Requires Nedder to Discharge § 5.2(A) Duties.</u>

Under the Trust's § 5.2(A), a beneficiary may also request, and the corporate trustee must provide: (i) an accounting, including a complete inventory; and (ii) the opportunity to inspect the books and records on "all financial transactions" of the Trust:[9]

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[8] Nedder's counsel admits as much. *See* Pet's Supp., Jan. 11, 2021, Ex. 2, at p. 18:24-19:2 ("When we start cutting down the terms of the Trust, we're cutting down the grantor's intent. He created this document for the benefit of his kids…"). Moreover, Nedder has yet to articulate a time or occurrence of condition, *e.g.*, a certain age, noted in the Trust when its beneficiaries can obtain a copy of it as they must inevitably learn of it. This further suggests they can get such a copy at least upon learning of the Trust's existence and making a request under § 5.1 (C).

[9] Pet.'s Supp., at p. 5:13-6:2 (emphases added).

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> Such corporate trustee shall make the books of account and records of all financial transactions relative to such trust available … for inspection by ... **each then presently vested income, principal and remainder beneficiary** of such trust, and their respective representatives. Furthermore, such corporate fiduciary **upon request** shall furnish to each such person [for each accounting year] a complete beginning and ending inventory (showing both tax cost basis and such Trustee's reasonable estimate of fair market value) and an accounting summarizing **all financial transactions** for such period, thereby reconciling such ending inventory with the beginning inventory, fully reflecting all principal and income activity including all distributions of every kind.

Id. (emphases added). Further, when no corporate trustee is *acting*, § 5.2(B) places all these duties, pursuant to § 5.2(A) on the other trustees: [10]

> During such period of time as there is no corporate fiduciary acting with respect to any trust hereunder, all of the aforesaid record keeping and reporting functions shall be performed by its Trustee or Trustees jointly ...

Nedder does not dispute the corporate trustee's accounting duties to a beneficiary under § 5.2(A). He also does not dispute that when no corporate trustee is acting, that such duties fall on the non-corporate trustees. Tellingly, he entirely omits § 5.2(B) in his Opposition and ignores it, again, in his Supplement. Desperate to draw the Court's attention away from it, he even falsely, again, suggests the petition for an accounting is based *solely* on NRS 153.031 ("The Petition to obtain an accounting is based on NRS 153.031(1)(h)"). *See* Nedder Supp., at p. 9:7-8. Such evasion efforts however merely underscore the applicability and effect of § 5.2(B) here.

So Premier Trust, Inc. ("Premier") maintains its status, we now learn, as the Co-Independent Trustee, along with Nedder. But, Nedder makes clear from the outset on the cover page of his Supplement that Premier's "duties" are "limited to Nevada-specific responsibilities." *See Id.*, at p. 1:20-21. Yet there is no such limitation in the Trust. Even if taken as true, if because its duties are limited as such, Premier is not an *acting* corporate trustee with respect to § 5.2(A-B). Thus, pursuant to § 5.2(B), the accounting duties under § 5.2(A) must be carried out by the other trustees. § 5.2(A) and (B) unequivocally and sensibly require that *some* trustee (the corporate trustee if then acting, otherwise any trustee) must carry the responsibility to account and provide for inspection of the

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[10] *Id.*

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Trust's books and records upon request by the vested beneficiary. Here, if Premier is not so obligated, then Nedder and Douglas "jointly" must carry out the accounting duties under § 5.2(A).[11]

ii. <u>As Primary Beneficiaries, Petitioner's Children are Vested Beneficiaries.</u>

Similarly, Nedder in his Supplement does not outright deny that Petitioner's children are *vested* beneficiaries of the Trust (for the purpose of making accounting and inspection requests under § 5.2(A) and (B)). Still, the Supplement appears to suggest that the children possess interests that are only contingent and not vested because of the Trust's discretionary distribution standard. The hesitancy, however, confirms Nedder's confusion over what vested interests are, how interests though discretionary can still be vested, and thus the baselessness of this argument.

As Nedder admits, Petitioner's children <u>are</u> the primary beneficiaries of the Trust, *i.e.*, they have presently *vested* interests. *See* Nedder Supp., at p. 2:15-19 (emphasis added) ("each child is referred to [in the Trust] as *the* 'primary beneficiary' of his or her trust share…," that was created "upon the death of the Grantor," in 2018). In contrast, the Trust does not say the Julia and Alex *might become* someday the primary beneficiaries. Nedder's own admitted regular and substantial distributions to the children over the last couple of years could not have been made to mere *contingent* beneficiaries, who might (or might not) one day become eligible to and receive a distribution upon the occurrence of a condition. Indeed, Nedder further admits that the children have the present right to immediately remove him as trustee. *See* Nedder Supp., at p. 3:10-12 ("… even if the Beneficiaries exercised their right under Section 7.2(D) to remove any individual Independent Trustee. Thus while the Beneficiaries may remove the Independent Trustee …").[12]

Basic trust law too confirms that Petitioner's children are vested beneficiaries. *See* GEORGE G. BOGERT, ET AL., THE LAW OF TRUSTS AND TRUSTEES § 1061. (June 2020) ("Having a beneficiary

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[11] Petitioner also maintains that Nedder, carried out his duties akin to a corporate trustee and is also directly responsible for accounting duties under § 5.2(A). *See* Pet.'s Reply, at p. 11:20-12:3.

[12] In yet another instance of his misrepresentations, Nedder claims Petitioner is "only partially correct," Nedder Supp., at p. 3:6-7, because while, as Nedder admits, the beneficiaries can remove Nedder under the Trust's terms, it is Douglas who can appoint any replacement trustee. The fact is Petitioner is 100% correct on her claim, as she never claimed that the beneficiaries have the additional right to appoint a replacement trustee as Nedder insinuates. *See* Pet.'s Supp. at p. 7:4-15 (only speaking of removal and not appointment).

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with vested rights in trust property is one of the five essential elements of settling a trust."). Thus, without at least one vested interest, there can be no trust:

> It is a fundamental concept to the law of property that all interests in property, present and future, must, at all times, have an owner. With regard to future interests in property, **if a trust does not have a person with vested (or, ownership) rights** to the future interests inherent in trust property, **the trust does not have a beneficiary and, for that reason, the trust is not legally viable**.

Here, the Trust names the children, as Nedder admits, as the *Primary* Beneficiaries. Indeed, as to "vested (or, ownership) rights," Nedder's office also admits the Trust's property belongs to the children. *See* Dec. 13, 2019 email from Martie McBride, Nedder & Associates, LLC to Petitioner ("We are trying to help the kids understand that this is their money and that they are the ones who should be making decisions on how it is spent"). Therefore, Petitioner's children, as the only current "primary beneficiar[ies]" of the Trust, *must be* its vested beneficiaries; otherwise, there would be no Trust.[13]

Nedder offers no authority contradicting this conclusion. At most, he cites to a quote that is from a Georgia court, cited in the Case Citations section of the RESTATEMENT (SECOND) OF TRUSTS § 155 (1959), and not from the Restatement itself nor its comments, as Nedder misleadingly suggests. *See* Nedder Supp., at p. 8:4-5. In any event, the complete quote in no way limits what a vested interest *is* but rather describes the particular interest in certain trust property in that case, and which a creditor could reach: "Therefore the appellant held a vested interest in a portion of the trust which was within the reach of creditors." *See Henderson v. Collins*, 267 S.E.2d 202, 206 (Ga. 1980). And even in that case, where during the trust's existence, "no beneficiary should have any right with respect to the property other than to receive … such distribution … as might be awarded by the trustee in the trustee's discretion," the trust was found to be an "executory trust, one in which

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[13] A comparison of the Petitioner's children's vested interests, as the Trust's current Primary Beneficiaries, with the interests of their own potential children someday, *i.e.*, holding continent interests in the Trust (as they must first be born), helps draw out the distinction between the interests.

Also, if a trust's beneficiaries only possess discretionary interests, that does not absolve the trustees of wrongdoing or accountability. *See, e.g.*, NRS 163.419(1) (court may review trustee's exercise of discretion for bad faith even if beneficiary's interest is entirely discretionary).

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something remains to be done by the trustee," and thus the beneficiaries' interests were "vested." *Id.*, 204-06; *see also*, BOGERT'S, § 1061 ("An executory interest is a *vested* interest in a grantee's vested interests in property …") (emphasis in original).

iii. Nedder's Offer to Review Records, if Even Genuine, Falls Far Short of His Accounting Duties Under § 5.2(A-B).

The Trust's § 5.2(A-B) requires Nedder (and Douglas) to provide Petitioner with: (i) a written (summary) accounting reflecting all financial transactions per tax year, including a complete inventory per period; and (ii) the opportunity to inspect the books and records on "all financial transactions" of the Trust. *See supra*, Sec. II(B)(i) (§ 5.2(A)). In contrast, Nedder's offer to sit down in his office and go over "the trust's finances" orally with a couple of teenagers falls so far short of his § 5.2(A-B) duties that it casts doubt on its genuineness and on Nedder's seriousness in complying with his duties. *See* Nedder Supp., at p. 6:12-13. Indeed, though Nedder claims to be merely an individual and not a corporate trustee, all of Petitioner's correspondence which Nedder attached to his Supplement (and his Objection) was with someone from Nedder & Associates, LLC other than Nedder. Presumably, he would have also delegated the oral financial summary to the teens to someone else. Moreover, his office has been slow in responding to Petitioner generally, *see, e.g.*, Nedder Supp., Ex 2., email from Ms. McBride to Pet., Dec. 13, 2019 ("Sorry for the delay in responding …", after Petitioner emailed McBride and Nedder on Dec. 4, 10 and 12), and prone to making significant mistakes like purportedly erroneously issuing out a substantial check to Petitioner but never informing her of the error (she only learned of it when trying to cash/deposit the check), *see* Nedder Supp. at p. 5:24-25 ("a check in the amount of $18,208 made out to petitioner was processed to be sent out by administrative staff … in error.").

In sum, Julia and Alex are entitled to the accounting and inspection rights under § 5.2(A-B), NRS 165.1204, and NRS 165.1207(1). To date, Nedder has neither made the Trust's books of account and records available for inspection nor provided any accounting to Petitioner. Therefore, the Court should compel Nedder and Douglas to abide by their duties under § 5.2(A-B).

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C. PURSUANT TO NRS 165.180 AND TRUST LAW AUTHORITY, THIS COURT SHOULD COMPEL THE TRUSTEES TO PROVIDE AN ACCOUNTING AND A COPY OF THE TRUST TO PETITIONER

Independent of the Trust's terms, the Nevada Legislature provides Nevada District Courts with plenary authority to require trustees to account and otherwise provide information to beneficiaries, apart from NRS 165's specific provisions, and instead, as reason and fairness dictate:

> Accountability of trustees **at other times**. **This chapter [NRS 165] does not abridge the power of any court of competent jurisdiction** to require testamentary or nontestamentary trustees to file an inventory, **to account**, to exhibit the trust property, or **to give beneficiaries information** or the privilege of **inspection of trust records and papers**, **at times other than those prescribed in this chapter** …

NRS 165.180 (emphases added). Thus, Nedder's claim that "[n]otwithstanding any contrary provision in the trust instrument the Court can only compel a trustee to provide a copy of the Trust to 'a beneficiary who is entitled to receive an account pursuant to … NRS 165.1201 to 165.148, inclusive,'" is, again, false. And, again, Nedder tellingly ignores NRS 165.180, which Petitioner raised in her Reply and in her Supplement. At least Nedder does not specifically deny that NRS 165.180 provides the Court with this inherent power.

Further, trust law authority provides similarly on the beneficiary's fundamental right of accountability:

> The beneficiary's fundamental right to have the trustee account … is not dependent on statute or on there being a provision in the terms of the trust obligating the trustee to account. … [T]he trustee is under a duty to provide detailed accountings from which the beneficiary can learn whether the trustee has performed its trust and what the current status of the trust is. Accordingly, the trustee can be compelled by the court at any time to present an account in court, where it can be subject to scrutiny by the court, as well as to review by the beneficiary and other interested parties.[14]

Indeed, "[a]ny other rule would defeat the basic purpose of the principle that a trustee is always accountable for his administration of the trust property."[15]

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[14] BOGERT'S, § 966.

[15] *In re Bush's Trust*, 81 N.W.2d 615, 624 (Minn. 1957) (cited in BOGERT'S § 966).

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"In short, because there can be no fiduciary relationship without accountability, and no trust without a fiduciary relationship, the settlor of a trust cannot relieve the trustee of the fundamental duty to account."[16] And, "[f]or the beneficiary to be able to hold the trustee accountable for its administration of the trust, the beneficiary must know of the trust, the beneficiary's interest in it, its property, and how that property is being managed."[17]

Thus, as elaborated in Petitioner's Reply and Supplement, the Court has bases, separate from NRS 165.1201 to 165.148, for compelling the trustees not only to provide the beneficiary with a copy of the Trust but also an accounting, under the language of NRS 165.180 and established authority on trusts, as well as the Trust's §§ 5.1(C) and 5.2(A-B). Because the Trustees have not yet provided Petitioner any accounting or even a copy of the Trust, and because the Court has the authority to do so, it should compel both here. Otherwise, the Trustees' acts or omissions would go unaccountable, belying any so-called trust.

D. THE COURT SHOULD COMPEL PAYMENT OF PETITIONER'S ATTORNEYS' FEES AND COSTS AGAINST (I) NEDDER AND DOUGLAS FOR PETITIONER HAVING TO BRING THE PETITION, AND (II) NEDDER TO PAY FOR PETITIONER HAVING TO RESPOND TO NEDDER'S BASELESS OBJECTION AND SUPPLEMENT.

Now that the Trust has come to light (at least to Petitioner's counsel), the Trust's purpose and its terms leave no doubt as to Petitioner's rights thereunder to obtain from the Trustees upon her request a copy of the Trust and an accounting. Nedder's violation of the Trust's terms unnecessarily caused Petitioner significant legal costs in having to file the Petition and respond to Nedder's baseless Objection and Supplement. Fairness dictates that Nedder should be required to personally pay for such trustee-induced expenses.[18] This award is particularly warranted given that

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[16] BOGERT'S, § 965; *see also* RESTATEMENT (SECOND) OF TRUSTS § 173, Comment *c* ("Although the terms of the trust may regulate the amount of information which the trustee must give and the frequency with which it must be given, the **beneficiary is always entitled to such information as is reasonably necessary to enable him to enforce his rights** under the trust or to prevent or redress a breach of trust.") (emphasis added).

[17] BOGERT'S, § 962.

[18] *See* NRS 153.031(3)(b)("If the court grants any relief to the petition, the court, may, in its discretion, order any or all of the following additional relief is appropriate to redress or avoid an injustice: … (b) Order the trustee to pay the petition or any other party all reasonable costs incurred

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the Trustees here in bad faith: (i) violated the Trust's terms by not providing this repeatedly-requested information; (ii) *misrepresented to Petitioner (and the children) that the Trust prohibited the Trustee from providing them with Trust information when it in fact requires the opposite upon a beneficiary's request*; and (iii) omitted, in the objection to the petition, Trust provisions that govern the facts here.

For these reasons, Petitioner respectfully requests that the Court compel the Trustees to personally pay for Petitioner's associated attorneys' fees and costs, and to reimburse the Trust any attorneys' fees and costs paid by Nedder to the law firm Hutchison & Steffen that were used to advance Nedder's meritless Objection and Supplement.

III.

CONCLUSION

WHEREFORE, Petitioner requests that after hearing the matters of this Petition, this Court find that notice of the time and place of such hearing has been given in the manner required by law, and that this Court make and enter its Orders and Decrees, pursuant to NRS 153.031(l), 153.041, 163.4185(2), 164.005, 164.010, 164.015, 164.038(5), 165.1207(1)(a), 165.135, 165.147, 165.180 and §§ 5.1(C), 5.2 (A-B) and any other applicable provision of the Trust, as follows:

1. Compel the Trustees to provide an Accounting of the Trust to Petitioner in accordance with Chapter 165 of the Nevada Revised Statutes and §5.2 of the Trust, and further make the books of account and records of all the Trust's financial transactions available for inspection by Petitioner pursuant to §5.2;

2. Compel the Trustees to provide a complete copy of the Trust, including all amendments, if any, to Petitioner;

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by the party to adjudicate the affairs of the trust pursuant to this section, including, without limitation, reasonable attorney's fees. The trustee may not be held personally liable for the payment of such costs unless the court determines that the trustee was negligent in the performance of or breached his or her fiduciary duties."); and EDCR 7.60(b)(1)("The court may, after notice and an opportunity to be heard, impose upon an attorney or a party any and all sanctions which may, under the facts of the case, be reasonable, including the imposition of fines, costs or attorney's fees when an attorney or a party without just cause: (1) Presents to the court a motion or an opposition which is obviously frivolous, unnecessary, or unwarranted.").

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3. Compel Nedder to personally pay Petitioner her attorneys' fees and costs for having to file this Motion and respond to the Objection;

4. Compel Nedder to reimburse the Trust for any attorneys' fees and costs paid by the Trust to the law firm Hutchison & Steffen, PLLC which were used to draft, file, and argue Nedder's meritless Objection; and

5. For such other and further relief as the Court deems proper.

DATED this 25th day of January, 2021.

SOLOMON DWIGGINS & FREER, LTD.

By: /s/ Roberto M. Campos _____

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CERTIFICATE OF SERVICE

PURSUANT to NRCP 5(b), I HEREBY CERTIFY that on January 25, 2021, I served a true and correct copy of the **REPLY TO THE SUPPLEMENT TO OBJECTION TO PETITION TO (1) ASSUME JURISDICTION OVER TRUST, (2) CONFIRM DOUGLAS SCOTT DELUCA AS TRUSTEE, (3) OBTAIN AN ACCOUNTING, AND (4) OBTAIN A COPY OF TRUST** to the following in the manner set forth below:

Via:

[____] Hand Delivery

[____] U.S. Mail, Postage Prepaid

[____] Certified Mail, Receipt No.: _____

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[XX] E-Service through the Odyssey eFileNV/Nevada E-File and Serve System, as follows:

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EXHIBIT 1

DOCKET NO. FST-FA-14-4026924-S

JOANNE DELUCA,	:	SUPERIOR COURT
PLAINTIFF,	:	JUDICIAL DISTRICT OF STAMFORD/NORWALK AT STAMFORD
v.	:	
JON ADAM DELUCA,	:	
DEFENDANT.	:	

SEPARATION AGREEMENT

AGREEMENT made as of this 4th day of September, 2014, by and between Joanne Deluca of the Town of Darien, County of Fairfield and State of Connecticut, hereinafter referred to as the "Wife", and Jon DeLuca of the Town of Darien, County of Fairfield and State of Connecticut, hereinafter referred to as the "Husband."

WITNESSETH

WHEREAS, the parties married on March 7, 2002 in Franschhoek, South Africa; and

WHEREAS, two (2) minor children were born to the Wife since the date of her marriage to the Husband: Julia DeLuca born March 23, 2003; and Alexander DeLuca born August 23, 2005; and

WHEREAS, because of irreconcilable differences which arose between them the parties will live separate and apart and have no expectation of resuming marital relations; and

WHEREAS, it has now been determined that their marriage has broken down irretrievably and the Wife has instituted an action against the Husband for dissolution of

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marriage, which action is presently pending in the Superior Court in the Judicial District of Stamford, being Docket No. FST-FA-14-4026924-S; and

WHEREAS, the parties desire to effect an agreement adjusting their marital affairs, including such matters as the division of joint and separate property and such claims and demands as each might have against the other by reason of their marriage; and

WHEREAS, each party has fully disclosed the extent of their estate, income and financial prospects and has been fully informed concerning the extent of the estate, income and financial prospects of the other, as appears in the sworn financial statements filed with the Court; and

WHEREAS, each of the parties has consulted with independent counsel regarding his/her rights and obligations under this Agreement to the extent s/he believes necessary;

NOW THEREFORE, in consideration of the premises and the mutual undertakings and promises and covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

1. **SEPARATION**

From and after the date hereof the parties will continue to live separate and apart from each other for the rest of their lives. Each of the parties shall be free from interference, authority or control, direct or indirect, of the other party in the same manner as if unmarried, and may reside from time to time at such places where he or she may desire and may engage in any occupation, employment or business which he

or she may choose, without restraint or interference, direct or indirect, by the other party.

2. **PARENTING PLAN**

A. The parties shall have joint legal and shared physical custody of the minor children. "Joint legal custody" as used herein shall mean that the parties shall confer in depth and in advance with each other on all important matters regarding the children's health, welfare, religion, growth, development and education, with a view toward arriving at a harmonious policy calculated to promote the best interests of the child. If there is a dispute, the parties shall submit the matter to a mutually agreeable professional, skilled in co-parenting counseling, a mental health professional, or to a third party mediator in order to assist the parties in reaching a developmentally appropriate resolution before submitting the issue to the court. Day to day decisions of a routine nature concerning the guidance and care of the child shall be made by the parent with whom the child is residing at a particular time.

B. The parties shall have a "bird-nest" arrangement in the former marital residence located at 23 Oak Park Avenue, Darien, CT (hereinafter "the children's residence") for five (5) years from the date Judgment for dissolution of the marriage is entered or the sale of Wilcon when the Husband no longer commutes to Los Angeles, whichever first occurs. The Husband shall reside at the children's residence when he is not traveling. He will return to the children's residence from Los Angeles on Friday and depart Sunday. When the Husband resides at the children's residence the Wife shall primarily reside at her alternative residence. However, the parties agree that

for any special occasion or request of the children she may stay overnight at the children's residence when the Husband is in residence. Both parents may remain in the children's residence overnight on the children's birthdays, Christmas, Easter, and any other mutually agreed upon occasions or special events.

By the 15th of the month prior the parties will agree to a 24 hour period once per month for the subsequent month, from 6pm Friday to 6pm Saturday, when each party shall have "exclusive parenting time" with the children once per month. The non-scheduled parent shall vacate the Darien home during the other parent's exclusive parenting time. The parties shall consider the children's schedules when selecting the two (2) 24 hour periods each month. If the Husband is away with Julia for three weekends in any month the fourth weekend shall not include the Wife's 24 hour parenting time as it would be the Husband's only weekend with Alex.

C. The Wife shall have unrestricted access to the children's residence at all times during the day during the Husband's residence at the children's residence so she may maintain her role as the children's primary caretaker. The Wife may terminate the bird-nest arrangement at any time. A party that wants to terminate the bird-nest arrangement shall provide reasonable notice to the other party. If the Husband terminates the bird-nest arrangement the Wife shall receive her 50% interest in the equity of 23 Oak Park Avenue, Darien, CT as detailed herein at Paragraph 6. The parties shall discuss termination of the bird-nest arrangement or related issues as necessary in the children's best interests. When the bird-nest arrangement terminates it is the parties' intention to have equal (50/50) parenting time in the children's best

interests. The Husband shall revise his Will to provide for the Wife's remaining in the children's residence should he die before the youngest child reaches age 21. A member(s) of either party's family may stay at the children's residence during a visit as the parties agree.

D. The parties shall pay the following expenses for the children's residence during the bird-nest arrangement 70% by the Husband and 30% by the Wife: electricity, water, oil, gas, and pool maintenance. The Husband shall contribute $150 per week towards the children's nanny/housekeeper to include her responsibilities to clean the house and do the laundry. The balance of the nanny/housekeeper's costs shall be paid by the Wife. All other costs related to the children's residence including but not limited to the mortgage, repairs and maintenance, homeowner's insurance, property tax, and lawn and garden care shall be paid by the Husband. The Wife shall pay 50% of the regular pool maintenance per calendar year. Both parties shall have input into the childcare provider, sitters, and any and all arrangements for childcare.

E. If one parent travels out of town with only one child the non-traveling parent will remain in the children's residence with the other child even if it is not that parent's time to reside in the children's residence.

F. If a parent is away on business or vacation the non-traveling parent may stay in the children's residence with or without the children as appropriate to take care of the dogs and maintain the home.

G. The Mother will continue to meet the children at the children's residence after school when the Father is residing in the children's residence. The

Mother will take the children to all their activities and facilitate homework until 8:00 p.m., subject to a change in this time based on a child's need or a party's schedule. The Mother will transport the children back to the children's residence if she is somewhere else with the children when the Father is in residence.

H. During the summer and the children's vacations that occur during the Father's residence the Mother will come to the house as agreed to by the parties to be at the children's residence with them and/or to facilitate their activities and special events.

I. The parties shall maintain entirely separate bedrooms and offices in the children's residence.

J. The parties will maintain the housekeeper/babysitter as per her current hours unless they mutually agree otherwise.

K. Each party shall have a right of first call regarding childcare. If a party is unavailable for his/her scheduled parenting time for more than two (2) hours the non-scheduled party shall first be notified. If the non-scheduled parent is not available the scheduled parent is responsible for making necessary childcare arrangements.

L. Neither party shall bring a romantic interest to the children's residence. A party that wishes to introduce the children to a romantic interest shall first inform the other party of her/his intention to do so.

M. The parties shall use Google calendar or ourfamilywizard.com to coordinate and communicate regarding the parenting plan and all logistics and appointments regarding the children.

N. The following holiday and vacation plan shall apply:

Christmas and Winter Recess: divided into two parts the first half with Father in even years and Mother in odd years subject to the parties' agreement to spend Christmas Eve and/or Christmas Day together with the children.

Thanksgiving Weekend (4 days): alternate yearly with Mother in even and Father in odd years.

February Recess: alternate yearly with Father in even and Mother in odd years.

April Recess: alternate yearly with Father in odd and Mother in even years.

Summer: two (2) weeks for each parent. The Mother shall have first choice in even years and the Father in odd years.

Father's and Mother's Days: access if either party desires.

Parent's Birthdays: both parties have summer birthdays and it is possible that the children may be on vacation with the non-birthday parent during a parent's birthday. In that event a parent's birthday shall supersede a vacation unless the parties otherwise agree.

Children's Birthdays: both parties shall attend the child's birthday celebration. Alex's birthday is on August 23. The parents shall coordinate his birthday celebration with respect to his summer activities/vacations and the other family members.

Easter Sunday: Celebrate together at the children's residence.

Memorial Day Weekend: Father in odd and Mother in even years.

July 4th Weekend: Father in even and Mother in odd years.

Labor Day Weekend: Father in odd and Mother in even years.

Teacher's conferences: attend together if the Father is in Darien.

Monday and Friday holidays attach to the weekend unless allocated herein.

O. When traveling overnight away with a child the traveling parent shall, upon confirmation of his/her travel plans, provide the non-traveling party with all information concerning the travel including flight schedule, itinerary, land phone numbers, street addresses, and email addresses. This information shall be given to the non-traveling party no less than three (3) days before the departure date for the travel.

P. The parties shall coordinate their vacation weeks and the children's camp and activity schedule in advance and prior to finalizing any plans or making any deposits.

Q. The holiday and vacation schedule shall take priority over the regular bird-nest schedule. It is understood and agreed that when the child has parenting time with one parent during summer, school vacation, holiday and special days, the other parent's regular access is suspended except as set forth herein.

R. Each party must keep his/her cell phone on during parenting time if s/he intends on taking the minor children away from their primary residence.

S. The children shall be free to call either party by telephone at any time. Each party will have liberal and flexible telephone, text messaging, and email

contact with the children, and the parties shall facilitate such contact and assist and encourage the children to participate therein.

T. Neither party shall enroll the children in activities, camps or lessons without the prior consent of the other party whose consent shall not be unreasonably withheld. The parties shall ensure that the children participate in all agreed upon activities during their parenting time to include all necessary equipment and uniforms.

U. The parties shall negotiate in good faith to make necessary changes in scheduling by joint agreement and shall extend courtesy, flexibility, reciprocity to each other when changes to the schedule are requested.

V. The parties anticipate that the parenting schedule shall be adjusted to accommodate the needs and schedules of the children and the schedules of the parties, and the parties shall be flexible in adjusting the parenting time when appropriate. However, if the parents cannot agree, the Parenting Plan set forth herein shall govern. Any significant, nonpermanent change in the Parenting Plan shall be confirmed between the parties, in writing, if both parents agree. Any permanent change in the Parenting Plan shall be in writing and executed with the same formality as this Agreement.

W. Each party shall exert every effort to maintain free access and unhampered contact between the children and the other party and to foster a feeling of love and respect between the children and the other party. Accordingly, the Father and Mother shall not directly or indirectly influence the children so as to estrange a child from the other party. Each party shall not do or say anything that might prejudice a child

against the other party or impair a child's regard for the other party. Neither party shall use a child as an intermediary for communication in any form.

X. Each party shall provide each child's school with his or her contact information and request that the school issue duplicate mailings and notices of any kind, including without limitation all parent/teacher conferences, counseling sessions, or meetings concerning the child.

Y. Each of the parties shall have the right to attend school, extra-curricular, sporting and public, events in which a child participates or relates to a child, including but not limited to games, practices, athletic events, school programs, parent/teacher conferences, and recitals, regardless of whether the event takes place during the parent's scheduled time with the children.

Z. Each party shall keep the other party informed of the general whereabouts of the children when they are with him or her and, if either party has any knowledge of any illness or accident or other circumstance affecting the health or welfare of a child, he or she shall promptly notify the other party by any reasonable and available means necessary to provide the other party with this information as expeditiously as possible.

AA. Each party shall be listed as the person to be contacted in the event of an emergency. Passports shall be made readily available for any necessary travel.

BB. Neither party shall take a child outside the United States of America without the written consent of the other party. Said consent shall not be unreasonably

withheld, to include the Wife's travel to South Africa, and shall be given within forty-eight (48) hours of being informed by the other party of the travel.

CC. If either party intends to relocate his or her primary residence from Fairfield County he or she shall give advance written notice to the other party by certified mail, return receipt requested, at least ninety (90) days prior to the date of relocation, to include the place of relocation and the reasons therefore. Neither party shall relocate the children from Fairfield County until s/he has obtained written permission from the other parent or a Court Order.

DD. If either parent shall undertake inpatient medical treatment for any reason notice of such inpatient treatment shall be given to the other parent as soon as practicable so as to afford the other parent an opportunity to provide care for the children during the hospital stay.

3. <u>ALIMONY AND CHILD SUPPORT</u>

A. The Wife shall pay the Husband $1 per year in periodic alimony for so long as the Husband is obligated to pay the Wife alimony. Alimony shall also terminate upon the death of either party. The $1 per year may only be modified upward if the Husband is unemployed for six (6) or more consecutive months and the Wife is earning more than $150,000 per year from employment. The amount and term of the Husband's receipt of alimony is otherwise non-modifiable except as specifically set forth herein.

B. Beginning September 1, 2014, the Husband shall pay unallocated alimony and child support to the Wife in an amount equal to 40% of his "total

compensation from employment" (hereinafter "TC" as defined herein) until either party's death, the Wife's remarriage or August 31, 2021 (7 years), whichever shall first occur. The alimony term shall be non-modifiable. Alimony and child support shall be subject to the cohabitation statute and related case law.

C. The Husband currently represents on his financial affidavit submitted with this Agreement that he receives a monthly salary of $19,230. He shall therefore pay the Wife 40% thereof or $7,692 each month commencing September 1, 2014. If and when his salary is adjusted then the Husband shall adjust the alimony payment accordingly.

D. If alimony terminates during the minority of a child due to the aforementioned contingencies the parties shall determine the amount of child support, if any. If they are unable to agree the amount of child support shall be determined by a court of competent jurisdiction. Said amount shall be paid retroactive to the date of the termination of alimony.

E. (1) "TC" shall include any and all pre-tax gross cash and non-cash compensation for personal services rendered by the Husband that he receives, or is entitled to receive, including but not limited to wages, salary, base salary, bonuses, any form of non-cash compensation, stock awards, stock options, dividends, any other options, restricted stock, commissions, consulting, directors and other fees, sign-on bonuses, performance awards, retention payments or similar account maintained for the Husband's benefit and any passive earnings distributed from such account, carried interest distributions, self-employment earnings, voluntary payments by

the Husband to any defined contribution or other qualified or non-qualified retirement, or benefit plan, any other monies voluntarily deferred by the Husband, any payments from disability insurance, royalties, distributions from partnerships, or other business entities by which the Husband is employed, or otherwise serves and renders services, severance package payments and termination packages, provided said payments are applicable to a period of time when alimony and/or child support are, or were payable. The Wife shall receive her percentage of any voluntarily deferred compensation in the year the compensation was deferred and any involuntarily deferred compensation that occurred during a year when the Wife was entitled to receive alimony and/or child support, in the year said deferred compensation is first available to the Husband (e.g. if the Husband voluntarily defers income in 2014 until 2018, the Wife shall receive her percentage of the compensation in 2014 not in 2018. However, if compensation was involuntarily deferred in 2014 by the Husband's employer until 2018 then the Wife shall be entitled to receive in 2018 the percentage of such compensation she would have been entitled to in 2014 regardless of whether she would otherwise be entitled to alimony and/or child support in 2018).

(2) If there are any involuntary restrictions on the Husband's non-cash compensation, the non-cash compensation shall be included as part of his TC in the year in which any restrictions on the Husband's right to convert the non-cash components into cash, or a cash equivalent shall first lapse. Alimony paid based on the non-cash component of the Husband's TC shall be paid to the Wife if, as, and when the restrictions on non-cash compensation shall first lapse and a liquidity event occurs.

(3) Except as otherwise provided hereinafter, the Husband shall be obligated to exercise any option or stock option, or liquidate any stock or restricted stock upon the Wife's election in order for her to receive her applicable percentage of said compensation unless such exercise compromises the Husband's employment. Upon making her election the Wife shall have no claim to the balance of the Husband's interest in those options, stock options, stock, or restricted stock from which the Wife has received her appropriate percentage. If an option or stock option is due to expire by lapse of time during any period when the Husband is obligated to pay the wife alimony, the Husband shall exercise such option or stock option provided that said option is "in the money." If the exercise of said options on the Wife's behalf requires the advancing of funds, the Wife shall provide said funds to the Husband prior to his exercising the options. If the Husband's non-cash compensation ever takes the form of publically traded securities, then the Wife shall have the option to receive her applicable percentage of such shares in lieu of cash based on the gross value of said shares on the date of transfer. Upon making her election the Wife shall have no claim to the balance of the Husband's interest in such publically traded securities. For so long as the Husband has an obligation to pay the Wife alimony and/or child support he shall provide the Wife with the terms and conditions of all non-cash compensation elections and alternatives so that she may timely evaluate and exercise her rights under this paragraph.

(4) The Wife shall retain her right to receive any non-cash compensation, which at the time alimony terminates as set forth herein has not been

paid because of any restriction, vesting schedule or inability to value, and shall be payable to the Wife at the first available opportunity notwithstanding that said payment shall be made after the termination of alimony as set forth herein.

(5) For purposes of determining the value of the non-cash compensation, it shall be the amount actually realized by the Husband. Non-cash compensation shall be paid to the Wife in accordance with paragraph (8) hereafter.

(6) The Husband will take no action, the effect of which is to reduce or divert income for the purpose of reducing, deferring or delaying the payment of his alimony obligation to the Wife.

(7) The term "TC" shall exclude all other income received by the Husband, unrelated to his employment or self-employment, including (as an exclusion and without limitation) interest on assets divided pursuant to this Agreement, income on personal investments, interest income, rental income from real estate investments, appreciation of real estate and any income associated with any sale of assets including any gain.

(8) The Court shall retain jurisdiction over the definition of the TC in the event the Husband becomes self-employed so that both parties are treated fairly. If the Husband's conversion of his non-cash compensation to cash pursuant to this paragraph as well as paragraph (3) causes taxes or other expenses to be incurred by the Husband then he shall be entitled to deduct from the payment to the Wife an amount equal to the actual taxes and other expenses incurred as a result of the conversion and the payment to the Wife shall in such event be non-taxable to her and

not deductible by the Husband as alimony. The Wife shall be entitled to all documents necessary to confirm the value of the non-cash and/or deferred compensation and the Husband's determination of his actual tax liability and/or other expenses associated with the Husband's conversion of his non-cash compensation for the year in which such determination must be made. The Husband shall provide to the Wife, contemporaneous with his receipt, any and all documents generated by his company in the regular course of business that reflect his cash and non-cash compensation. If the value of such non-cash compensation is not readily ascertainable from the documents provided, the Court shall retain jurisdiction to resolve such dispute so both parties are treated fairly in accordance with this provision.

(9) Payments to the Wife from that portion of the Husband's TC that represent all other components of his TC other than salary shall be made within five (5) business days of his receipt; together with copies of any and all documents provided to him.

(10) Payments pursuant to this Section shall be based upon a calendar year calculation, except for the final year if less than a full calendar year, but any TC accrued during the prior calendar year shall be included.

(11) The Wife's receipt of $75,000 per calendar year as income from employment shall not be considered a substantial change of circumstances pursuant to the modification statute and related case law.

F. The provisions for alimony and the bird-nest arrangement are predicated on the parties' expectation that the Wife will maintain her role as the full-time

and primary homemaker/caretaker for the children and that her paid employment shall remain limited to part-time during the alimony term.

G. The Husband co-signed the Wife's lease for 13 Grove Street, Apartment C, Darien CT. The Wife shall indemnify and hold the Husband harmless regarding any and all costs, expenses, and liabilities related to this lease without limitation as of the date Judgment for dissolution of the marriage is entered. The Wife shall be solely responsible to pay any and all costs related to her separate residence when she is not in residence at 23 Oak Park Avenue, Darien CT beginning the date she receives unallocated alimony and child support pursuant to Paragraph 3-B herein. Any funds advanced to the Wife for her separate residence shall be a credit against her interest in the marital estate as detailed herein.

4. <u>CHILDREN'S EXTRACURRICULAR EXPENSES</u>

The parties shall pay for the children's extracurricular expenses 60% by the Husband and 40% by the Wife until alimony terminates. Thereafter, the Husband shall pay for 100% of the children's extracurricular expenses, uninsured healthcare costs, and clothes until a child reaches age 23 or graduates from college, whichever first occurs. Any such extracurricular expense shall be mutually agreed to in writing between the parties before such expense is incurred. Extracurricular expenses shall include, but not be limited to, the following: after-school events, school trips, sports equipment, fees, lessons, and travel (including food and overnight), driver's ed, car insurance, tutoring, summer camp, activities, and independent travel. The Wife shall use the separate credit card provided for her by the Husband to pay these costs except

when a check is required. This credit card shall also be used to pay for the groceries and household supplies for the children's residence. The Husband shall pay 70% and the Wife 30% for the groceries and household expenses for the term of the parties' bird-nest arrangement. The Husband shall prepare a "monthly true-up" for the children's extracurricular expenses and shall invoice the Wife accordingly. She shall remit her payment to the Husband within fourteen (14) days from her receipt of the monthly true-up.

5. **EDUCATIONAL SUPPORT ORDER**

A. The children presently have sufficient funds in their bank accounts to pay all costs related to their college education expenses. Nevertheless, any shortfall shall be paid 100% by the Husband without limitation to Conn. Gen. Stat. §46b-56(c). "College education expenses" are defined as follows: SAT/ACT prep, SAT/ACT test fees, costs to visit schools, application fees, tuition, room, board, books, lab fees, computer, room set-up costs, allowance, and reasonable transportation. The Husband's obligation for the children's college education expenses shall terminate when each child completes a four-year college education or attains age twenty-three (23), whichever shall first occur.

B. The Husband and Wife shall consult with each other and with the child regarding the selection of schools or colleges a child may attend. The selection of said schools and/or colleges shall be by mutual agreement.

C. The Court shall retain jurisdiction of this provision only for purposes of enforcement.

6. **REAL PROPERTY**

The Husband holds sole title to the former marital residence located at 23 Oak Park Avenue, Darien, Connecticut. The Husband shall pay the Wife $692,842 based on her 50% interest in the equity defined as $2,300,000 less the first mortgage of $578,896 and HELOC of $335,420 as of the date of the divorce. The Wife shall receive this payment in five (5) years from the date of Judgment, the sale of Wilcon Holdings, LLC, or within thirty (30) days from the Husband's termination of the bird-nest arrangement as detailed herein at Paragraph 2-B, whichever first occurs. On or about the date Judgment is entered the Wife shall quit claim her interest in the former marital residence to the Husband. The quit claim deed shall be held in escrow and shall not be placed on the land records until the Wife receives her payment as set forth herein. The Wife shall remain listed as a beneficiary on the homeowner's insurance to reflect her interest in the former marital residence until the quit claim deed is placed on the land records. The Husband shall indemnify and hold the Wife harmless for his obligations regarding the former marital residence as detailed herein at Paragraph 2-C.

7. **PROPERTY DIVISION**

A. **Non-retirement Assets**

The following non-retirement assets shall be equally allocated as of the date Judgment is entered after any outstanding checks have cleared and the parties' mediation fees have been paid as detailed in Paragraph 17-A:

(a) People's Bank checking x8354

(b) People's Bank savings x6186

(c) Bank of America x1520

(d) Bank of America x1539

(e) Goldman Sachs x156-6

(f) Goldman Sachs x710-5

B. **Securities (publicly traded)**

(a) Glow Point, Inc. stock. These options have been exercised and placed in the parties' joint Goldman Sachs account and shall be equally allocated as part of that account.

C. **Securities (not publicly traded)**

The Husband's interests in Wilcon Holdings, LLC and Data Gryd Data Centers, LLC are reflected in the document attached hereto and incorporated herein: "Wilcon and DataGryd Equity Holdings 8/27/2014." All of these assets will be equally allocated except that any unvested options and options granted after the date Judgment is entered regarding Wilcon or Data Gryd shall be allocated 70% to the Husband and 30% to the Wife during the alimony term. The terms of this provision shall survive the Husband's death and the Wife shall have a preferred debt claim against the estate of the Husband regarding her interests in Wilcon and Data Gryd as detailed herein.

D. **Retirement Assets**

1. The Husband has a Wilcon Holdings, LLC 401k. The Wife shall receive a 50% interest in this 401k valued as of the date of dissolution of the parties' marriage together with investment gains or losses to the date of distribution to

the Wife. This transfer shall be a tax-free transfer; provided, however, that payments made to the Wife pursuant to said Qualified Domestic Relations Order shall be taxable to her as provided in the Retirement Equity Act of 1984. The Court shall retain jurisdiction to effectuate the entry of this Order. If the Plan Administrator does not honor the Qualified Domestic Relations Order the Court shall have the power to enter alternative orders to effectuate the intention herein. Attorney Betsy McMahon shall draft the necessary QDRO and the parties shall equally share the cost of same.

2. Each party has a Goldman Sachs IRA. The two (2) IRAs shall be equally allocated by IRA Rollover in an amount necessary to equalize the IRAs from the Husband's IRA to the Wife's IRA valued from the date of dissolution of the parties' marriage together with investment gains or losses to the date of distribution to the Wife.

E. The parties will continue to share the 2009 Chevrolet Suburban and the leased 2103 BWM. The costs for the BMW lease and the Suburban, maintenance, repairs, and insurance shall be equally shared between the parties. Each party shall pay his/her gas charges. Upon termination of the BMW lease or the bird-nest arrangement, whichever first occurs, the parties will confer and allocate ownership of the Suburban.

F. The Wife shall retain the following personal property located at 23 Oak Park Avenue:

(1) Painting of Table Mountain by Belinda Steyn and the orange painting in the cabana room.

(2) Painting in formal living room by Nico Prins that was a wedding gift from her parents.

(3) Framed seashell photographs taken by the Wife.

(4) All sterling pieces and other heirlooms (crystal decanters, footstools in the formal living room, figures on the shelves in the Wife's office) given to her by her family.

(5) Seashell light fixture in the master bedroom (to be replaced with an appropriate alternative at the Wife's expense).

(6) All photo albums created by the Wife. Duplicates of the digital albums shall be made and the cost shall be equally shared by the parties.

(7) All "memorabilia boxes" created and archived by the Wife including the ones created by the Wife that she retains for the children.

(8) The Wife's books, including cookbooks, in her office that belong to her.

(9) The Wife's office computer (which is currently being replaced) and all external hard drives and accessories for the computer.

(10) Several bowls/serving pieces (crystal and china) that were gifts and have sentimental value.

(11) Any furniture that is being stored in the basement/attic that can be taken to the wife's apartment (for example the second chair like the one in the bedroom, mirror, picture frames, and lamps).

(12) Sewing machine.

The Husband shall retain all other personal property at 23 Oak Park Avenue. The Husband shall pay the Wife $100,000 for this allocation of the personal property within fourteen (14) days from the date Judgment for dissolution of the marriage is entered. The Wife shall also retain all jewelry and camera equipment given to her as gifts except for her engagement ring and the diamond ring given to her by the Husband on 12/26/14. The engagement ring and the diamond ring shall be sold and the net proceeds equally allocated between the parties. The Husband shall arrange the sale.

G. Country Club of Darien. This country club membership has no value. The Husband shall retain the membership and he shall be solely responsible to pay all costs related thereto. The Wife may use the Club with the children at her sole discretion. Any food or drink charges by the Wife when she is with the children at the Club shall be paid by the Husband.

H. The parties have divided the balance of their personal property to their mutual satisfaction, and hereafter, each shall own and enjoy, independently without any claim or right of the other, all items of personal property of every kind which are now owned or held or which may hereafter be owned or come to him or her, with full power of disposition as if he or she were unmarried.

I. The Husband shall retain the Bank of America and People's Bank bank accounts. He shall also retain all credit cards except for the Wife's American Express x15009. The Wife shall be solely responsible to pay all of her credit card charges on this credit card as of the date Judgment is entered. All charges on the

Wife's American Express x15009 incurred before the date Judgment is entered shall be paid from the parties' joint checking account before allocation of that account as detailed herein. The Wife's name shall be removed from the bank accounts and credit cards as detailed herein. The parties shall retain their individual bank and charge accounts that are held in their sole names.

J. Each of the parties shall indemnify and save the other harmless in connection with all loans and expenses associated with each party's assets and liabilities as set forth on their Financial Affidavits filed with the Court regarding the dissolution of marriage except as set forth in Paragraph 11-A.

K. Reserving to the parties the rights set forth in this Agreement, neither party has any claim upon the other for equitable distribution of property, or otherwise, and each party hereby irrevocably waives and relinquishes any right or claim against the other for equitable distribution of property or otherwise. Without limiting the generality of the foregoing, neither party shall seek in any action for the dissolution of their marriage or in any other action, or in proceedings ancillary or subsequent thereto, any equitable distribution of property, or otherwise, as a part of, supplemental to, or as an amendment to the relief requested therein.

L. Reserving to the parties the rights set forth in this Agreement, the Husband represents and warrants to the Wife that he has not incurred any debts or made any contracts for which the Wife or her estate may be liable, and he covenants and represents that he will not, at any time in the future, incur or contract any debt, charge or liability whatsoever for which the Wife, her legal representative or her property

or estate may become liable, except as otherwise provided in this Agreement, and the Husband further covenants at all times to keep the Wife free, harmless and indemnified for and from any and all debts, charges and liabilities heretofore and hereafter contracted by him.

M. Reserving to the parties the rights set forth in this Agreement, the Wife represents and warrants to the Husband that she has not incurred any other debts or made any contracts for which the Husband or his estate may be liable, and she covenants and represents that she will not, at any time in the future, incur or contract any debt, charge or liability whatsoever for which the Husband, his legal representative or his property or estate may become liable, except as otherwise provided in this Agreement, and the Wife further covenants at all times to keep the Husband free, harmless and indemnified of and from any and all debts, charges and liabilities heretofore and hereafter contracted by her.

8. **MEDICAL INSURANCE**

A. The Husband shall keep and maintain his current major medical and hospitalization insurance, or their respective equivalents, for the benefit of the children until a child graduates from college or reaches age 26, whichever first occurs, for so long as it is available to him through employment. The Husband agrees to furnish the Wife with copies of all such policies upon her request and to provide her with proof that such policies are in force and that the beneficiaries are those agreed upon pursuant to this Article.

B. In addition to the foregoing obligation of the Husband, the parties shall pay 60% by the Husband and 40% by the Wife during the alimony term, for the benefit of the children, the cost of reasonable and necessary uninsured medical, optical, surgical, hospital, psychiatric, psychological and nursing expenses, and the cost of prescription drugs ("medical expenses") and dental and orthodontia until each child complete his or her college education or attains age twenty-three (23), whichever event shall first occur; provided, however, that no psychiatric or psychological or orthodontia expenses or elective surgery or treatment shall be incurred without the prior consent of the parties, which consent shall not be unreasonably withheld. When alimony terminates the Husband shall be solely responsible to pay the children's uninsured healthcare expenses as detailed herein. The Husband shall use any health savings account available to him through his employment for payment/reimbursement of the children's insured and uninsured healthcare expenses and co-pays.

C. The Wife agrees that she will promptly fill out, execute and deliver to the Husband all forms and provide all information in connection with any application he makes for reimbursement of medical, dental, and drug expenses under any insurance policies which he may have. If either party advances money for any expense which is covered by insurance and for which a recovery is made for an insurance claim filed for that expense, the payment by the insurance carrier shall belong to the party so advancing those funds, and any checks or drafts or proceeds thereof from the insurance carrier shall be promptly turned over to that party.

D. The Wife shall be entitled to her COBRA rights at her cost.

E. Each party shall pay his/her medical insurance premiums and unreimbursed healthcare costs.

9. **LIFE INSURANCE**

A. In the event of the Husband's death his estate and related Trust shall pay 100% of the housing expenses for the children as detailed herein at Paragraph 2-C and otherwise necessary for the children's health, welfare, and physical and psychological well-being at the time of his death; and 100% of the children's extracurricular expenses as defined and detailed herein at Paragraph 4, Children's Extracurricular Expenses. Upon his death the Wife shall have no obligation for the children's housing or extracurricular expenses as detailed herein.

B. The Husband shall designate the Wife the primary beneficiary of $1,750,000 payable to her in a lump sum upon the Husband's death for so long as he is obligated to pay her alimony. In addition to the foregoing, the Husband shall designate each of the children the primary beneficiary of the balance of the life insurance on his life in the amount of $500,000 until each child completes a four-year college program, becomes emancipated or attains age twenty-three (23), whichever event shall first occur. The provisions of the Husband's and the Wife's life insurance Trusts shall apply.

C. The Husband agrees to furnish the Wife upon her request proof that he is insured in the amounts specified herein and that the beneficiaries of said insurance are as required by this Agreement.

D. The parties agree that the life insurance which the Husband is obligated to provide herein is an element of support and maintenance and may be modified by a court accordingly.

E. In the event that the life insurance specified herein is not in effect at the time of the Husband's death the difference between the amounts specified herein and the amount of insurance death benefits received by the Wife and/or children shall constitute a charge upon the estate and indebtedness of the estate of the Husband in favor of the Wife and/or children to the extent of the provisions of this Article.

F. The Husband shall notify the Wife of the name of the insurer, the name of the plan and each policy number, and supply copies of such policies to the Wife upon her request.

G. The Wife shall maintain life insurance on her life in the amount of $500,000 per child until a child graduates from college or reaches age 23, whichever first occurs. The terms of her life insurance Trust shall apply. If the life insurance specified herein is not in effect at the time of the Wife's death the difference between the amounts specified herein and the amount of insurance death benefits received by the children shall constitute a charge upon the estate and indebtedness of the Wife in favor of the children to the extent of the provisions of this Article. The Wife shall furnish the Husband upon his request proof that she is insured in the amounts specified herein and that the beneficiaries of said insurance are as required by this Agreement.

10. **DISABILITY INSURANCE**

The Husband shall maintain the disability insurance policies presently in effect for so long as he has an obligation under this Agreement and the Judgment of the Court, and the insurance is available to him at a reasonable cost.

11. **LIABILITIES**

A. The Husband is a named defendant in a New York action, Zayo Group, LLC v. Adam Brodsky, et al, Index No. 156177/2012, State of New York, Supreme Court, County of New York. The parties shall equally share any and all costs related to the Zayo litigation including, but not limited to, legal fees, liabilities, or judgments.

B. The parties agree that each will be responsible for any and all other liabilities that are not set forth in this Agreement and listed on their respective financial affidavits filed with the Court on the date Judgment is entered. Each party shall indemnify and hold the other harmless with respect to all liabilities in the Agreement and in their financial affidavits. The parties further agree that there is no debt made by any party in the name of or on the credit of the other party which has not been specifically referred to in the financial affidavits filed with the Court.

12. **WAIVER OF RETIREMENT RIGHTS**

Each party waives and releases any claim of right, title or interest in any pension plan, deferred income fund or tax-deferred annuity plan or other type of retirement plan of the other party except as set forth herein.

13. <u>TAXES</u>

A. The parties shall equally share any and all costs related to the audit of a joint tax return including, but not limited to, arrearage(s), penalties, interest, accountant and/or attorney's fees and any and all tax related issues regarding a joint return without limitation. If the parties divorce in 2014 taxes owed for that calendar year shall be pro-rated. For example, if the parties divorce September 1, 2014 and owe taxes of $20,000 on their separate tax returns for 2014 the parties shall equally allocate $13,333 (8/12ths) of the $20,000 for 2014. If either party receives notice of an audit or other tax proceeding involving any such joint return, each shall immediately notify the other or his or her representatives of such proceeding and each party shall have the right to defend said return.

B. The parties agree that this Agreement has been negotiated and entered into on the understanding that the tax treatment to be accorded the terms of the Agreement is as follows: all unallocated alimony and child support payments are intended to be alimony deductible by the Husband and includable by the Wife in their entirety for federal income tax purposes. The parties acknowledge that no part of said payments is a fixed sum which is payable for the support of any child of the parties and any reduction(s) which may occur in said payments the parties expressly intend and agree are not subject to any contingency relating to any child of the parties such as attaining a specific age, dying, marrying, leaving school or similar contingency, nor is any reduction intended to occur at a time which can be clearly associated with any such

contingency. The Wife shall include all of the unallocated alimony and child support payments as income in her federal and, if appropriate, state and/or municipal tax returns and that she shall pay the taxes due on such returns.

C. In the event of any court decision, Internal Revenue regulation, ruling or determination or in the event that at any time after the date hereof the laws applicable to the unallocated alimony and child support by the Husband to the Wife are changed, and such decision, regulation, ruling, determination or statutory amendment results in a determination of a tax treatment different from that specified herein, the payments required to be made by the Husband to the Wife for her support shall be renegotiated by the parties. In this event the parties shall attempt to achieve an equitable adjustment in the payments provided for herein, taking into consideration the new tax treatment of the payments so that the tax saving to the Wife, if any, and additional taxes paid by the Husband shall be shared as equitably as possible, so as to achieve as nearly as possible the same net positions to the parties as would have resulted had the intended tax treatment been afforded to the payments provided for in this Agreement.

D. If a different tax treatment results from the failure of the Wife to report any and all of the payments made to her by the Husband consistent with the terms herein and such failure results in the disallowance or recapture in any part of the Husband's alimony deduction, the Wife shall pay to the Husband the amount of any additional tax liability incurred by him, together with incidental costs, including interest, penalties, accounting and legal fees.

E. The parties shall provide each other with complete copies of their respective tax returns and all related documents for so long as either party has an obligation under this Agreement.

F. The Wife shall take the older child and the Husband the younger child as dependent exemptions on their separate tax returns. If a party is unable to utilize a dependent exemption the other party shall be entitled to do so. When there is one dependent exemption it shall alternate yearly beginning with the Wife.

14. **APPEAL WAIVER**

The parties waive any and all rights of appeal, statutory or otherwise.

15. **DISPUTE RESOLUTION**

This Separation Agreement is the result of the parties' work in divorce mediation. In the event of a dispute regarding the terms of this Separation Agreement the parties shall make a good faith effort to first resolve same through mediation or non-binding arbitration before resorting to a Court for resolution. The parties agree that if they are unsuccessful in resolving any dispute a Court of competent jurisdiction shall have the authority to interpret any of the terms of this Separation Agreement.

16. **MEDIATION**

A. This agreement has been arrived at with the assistance of an impartial mediator, Alan Rubenstein, whose services have been limited to helping the parties conclude an agreement and reduce that agreement to this Separation Agreement. He did not provide legal representation to either party or both of them. Each party was advised by the mediator at the outset of the mediation of his/her right to

obtain, and has had sufficient opportunity to obtain, his/her own attorney to provide him or her with independent legal advice and representation with respect to the negotiation and preparation of this Agreement. Each party understands that an individual attorney is able to provide him/her with legal advice concerning his/her individual interests, rights and obligations in a way in which the impartial mediator could not. The Husband and Wife confirm that s/he had sufficient opportunity to obtain his or her own individual attorney, and that s/he knows that s/he had the right to consult with an individual attorney throughout the negotiation and preparation of this Agreement. Each party acknowledges to the other that she/he believes this Agreement to be a fair and reasonable resolution to the outstanding issues between them and each is satisfied with its terms.

B. The parties confirm that this Agreement was prepared for them by Alan S. Rubenstein; that he has not represented either of them individually, or both jointly, in the negotiation, preparation or signing of this Agreement, and that his services as impartial mediator have been limited to assisting the two of them to conclude an agreement and then reduce that agreement to writing. The parties confirm that the mediator did not provide individual legal representation or advice to him or her, or both of them jointly, although the mediator may have provided information or opinions concerning the state of the law generally or how the law might apply in their situation.

17. <u>LEGAL COUNSEL</u>

A. Each party has consulted with independent counsel to the extent he or she believes necessary regarding his or her rights, obligations, and the terms of this

Agreement. The parties' separate counsel fees and the fees related to the mediation shall be paid from the non-retirement assets as set forth herein at Paragraph 7-A before allocation between the parties.

B. Each party acknowledges that:

(i) He or she has read this Agreement;

(ii) He or she has had full opportunity to review this Agreement;

(iii) Each has been informed of his or her legal rights and obligations with respect to: (1) the subject matter of this Agreement; (2) the dissolution of marriage of the parties and items ancillary thereto; and (3) the estate of the other party;

(iv) He or she understands the terms of this Agreement; and

(v) He or she is entering into this Agreement voluntarily and without coercion from any person, including but not limited to the other party, any third party or any attorney.

18. <u>AUTOMATIC MODIFICATION</u>

Notwithstanding provisions to the contrary, in the event of modification of the decree or judgment dissolving the marriage of the parties, this Agreement shall be automatically modified to the same extent.

19. <u>DEFAULT</u>

In the event of default in the performance of any one or more of the covenants and agreements to be performed by the Husband or Wife under the terms of this Agreement, he or she shall be entitled to recover from the defaulting party any

expenses, losses and damages he or she sustains by reason thereof, including reasonable attorneys' fees and Court costs.

20. DISCLOSURE TO COURT

It is understood and agreed that either party pursuing legal action regarding this marriage shall fully disclose this Agreement to the Court before which such action is taken. The parties agree that this Agreement may be incorporated in full by reference or otherwise in divorce or dissolution of marriage proceedings and/or a decree of absolute divorce or dissolution of marriage by a court of competent jurisdiction in the discretion of the Court. This Agreement shall not merge with any decree of any court affecting the parties, but shall survive any such decree and be forever binding and conclusive upon the parties. The parties agree, however, that in any such action, neither will ask for any different or greater right of relief than that specified herein, and that they will be bound by the provisions of this Agreement, whether or not incorporated in any such decree.

21. CHANGE IN AGREEMENT

No modification, amendment or waiver of any of the terms of this Agreement shall be valid unless the same shall be in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature. In the event a court of competent jurisdiction enters orders contrary to the provisions of this Agreement, this Agreement shall be modified accordingly.

22. **ENTIRE AGREEMENT**

The Husband and Wife have incorporated in this Agreement their entire understanding, and no oral statement or prior written matter extrinsic to this Agreement shall have any force or effect. The parties agree that each is not relying upon any representations other than those expressly set forth herein.

23. **BINDING NATURE**

All of the covenants, promises, stipulations, agreements and provisions herein contained shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives and assigns of each party, whether so expressed or not.

24. **MUTUAL RELEASES**

A. Subject to the provisions of this Agreement, each party has remised, released and forever discharged, and by these presents does for himself, or herself, and his or her heirs, legal representatives executors, administrators and assigns, remise, release and forever voids, releases and discharges the other of and from all cause or causes of action, suits, debts, claims, rights, contracts, agreements, grievances, sums of money, controversies, accounts, reckonings, bonds, bills specialties, promises, liabilities, attorney's fees and/or remedies whatsoever, in law or in equity, which either of the parties hereto ever had or now has, actual or potential, against the other, for, upon or by reason of any matter, cause or thing whatsoever occurring on or before the effective date of this Agreement, including without limiting the breadth of the foregoing:

1. Claims arising under any state or local statute, law, ordinance, rule or regulation;

2. Claims arising under the common or statutory law of any nation, state or political subdivision whether sounding in: express or implied contract, quasi-contract, unjust enrichment, quantum meruit, any fiduciary relationship; covenant of good faith or fair dealing; promissory estoppel; intentional or negligent infliction of emotional distress; defamation; invasion of privacy; fraud; misrepresentation; assault; battery; negligence and/or any other tort, contract or other civil wrong allegedly arising out of acts or omissions by one party against the other; except that each party hereto does not release the other from the claim that the parties' marriage has broken down irretrievably in order to facilitate the parties' pending action for dissolution of marriage.

B. Subject to the provisions of this Agreement, each of the parties may in any way dispose of his or her property of whatsoever nature, real or personal, and the parties hereto, each for himself and herself, respectively, and for their respective heirs, legal representatives, executors, administrators, and assigns hereby waives any right of election which he or she may have or hereafter acquire regarding the estate of the other, or to take against any Last Will and Testament of the other, whether heretofore or hereafter executed, as may now or hereafter be provided for in any law of the State of Connecticut or any other state or territory of the United States, or any foreign country and renounces and releases all interest, right or claims of right of dower, or otherwise, that he or she now has or might otherwise have against the other, on the property of whatsoever nature, real or personal, of the other, under or by virtue of the laws of any

state or country, and each will at the request of the other, or his or her legal representatives, executors, administrators and assigns, execute, acknowledge and deliver any and all deeds, releases or any other instruments necessary to bar, release or extinguish such interests, rights and claims, or which may be needful for the proper carrying into effect of any of the provisions of this Agreement. Each of the parties renounces and relinquishes any and all claims and rights that he or she may have or may hereafter acquire to act as administrator of the other party's estate, although either party may name the other as executor or executrix if he or she so desires.

25. FURTHER DOCUMENTS

Each party shall at all times and at any time execute and deliver all further instruments and documents, in writing, reasonably necessary to carry into effect the provisions of the Agreement.

26. ADDRESSES OF PARTIES

Each party shall keep the other informed of his or her place of residence and employment and current telephone numbers and shall promptly notify the other of any change, giving the address of the new place of residence and employment and new telephone number, so long as any obligation to each other remains under the terms of this Agreement.

27. COUNTERPARTS

This Agreement shall be executed in one or more counterparts, each of which so executed shall be deemed an original and shall constitute one and the same agreement.

28. **SEPARABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

29. **HEADINGS**

The paragraph headings herein are for convenience only and shall not be construed to limit or in any way affect any provisions of this Agreement.

30. **LAW APPLICATIONS**

It is understood and agreed that this Agreement is entered into under the laws of the State of Connecticut which shall be applied to any construction of this Agreement, and in the resolution of any dispute arising hereunder.

31. **FULL DISCLOSURE**

A. The Wife represents to the Husband that a true and accurate statement, under oath, of her income, assets and liabilities is set forth in the Wife's financial affidavit filed with the Court at the time of the final hearing for dissolution of marriage. The Wife represents that she has no other assets, income or liabilities except those set forth in said affidavit. The Wife makes this representation knowing that the Husband has relied upon said representation in negotiating and entering into this Agreement.

B. The Husband represents to the Wife that a true and accurate statement, under oath, of his income, assets and liabilities is set forth in the Husband's financial affidavit filed with the Court at the time of the final hearing for dissolution of marriage. The Husband represents that he has no other assets, income or liabilities

except those set forth in said affidavit. The Husband makes this representation knowing that the Wife has relied upon said representation in negotiating and entering into this Agreement.

C. The parties understand their right to compel discovery and inspection of the business and personal financial books and records of the other party and of their right to have accountants, appraisers, and others investigate, appraise, and evaluate any or all of the personal and business assets of the other. Each party has specifically waived the further exercise of these rights and has elected not to take any further measures, by themselves or through others, with respect to the discovery, inspection, investigation, appraisal, or evaluation of the person and/or property, income, and assets of the other. The decisions on the part of the parties not to exercise further rights or disclosure are based upon the acknowledgment by each party that he or she is satisfied with the disclosure as presently made of the financial circumstances of the other party, including but not limited to, income, income potential, property of the other, and all other aspects of the present and prospective financial circumstances of the other party.

D. Each party has made independent inquiry into the complete financial circumstances of the other and is fully informed of the income, assets, property and financial prospects of the other. Each has had a full opportunity and has consulted at length with his or her attorney regarding all of the circumstances hereof and acknowledges that this Agreement has not been the result of any fraud, duress, or undue influence exercised by either party upon the other or by any other person or

persons upon the other. Both parties acknowledge that this Agreement has been achieved after full disclosure, competent legal representation, and honest negotiations.

IN WITNESS WHEREOF, the parties have set their hands and seals.

JOANNE DELUCA

JON ADAM DELUCA

STATE OF CONNECTICUT)
) ss: Stamford
COUNTY OF FAIRFIELD)

On this 4th day of September, 2014 before me personally appeared Joanne DeLuca, to me known to be the individual described in and who executed the foregoing Instrument, and acknowledged that she executed the same of her own free act and deed.

Alan S Rubenstein
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) ss Stamford
COUNTY OF FAIRFIELD)

On this 4th day of September, 2014 before me personally appeared Jon Adam DeLuca, to me known to be the individual described in and who executed the

foregoing instrument, and acknowledged that he executed the same of his own free act and deed.

Alan S. Rubenstein
Commissioner of the Superior Court

Exhibit B

MODIFICATION AGREEMENT made as of the 8th day of May 2015, by and between **JON ADAM DELUCA** (hereinafter sometimes referred to as the "Husband") and **JOANNE DELUCA** (hereinafter sometimes referred to as the "Wife"):

W I T N E S S E T H:

WHEREAS, the parties hereto were formerly husband and wife, and their marriage was dissolved on September 4, 2014 by order of the Superior Court for the Judicial District of Stamford-Norwalk at Stamford (Novack, J.); and

WHEREAS, the parties entered into a Separation Agreement dated September 4, 2014, which Agreement was incorporated by reference into the Judgment of dissolution of marriage; and

WHEREAS, the Separation Agreement between the parties provided, inter alia, for custody and parenting of the parties two (2) minor children, Julia DeLuca born March 23, 2003 and Alexander DeLuca born August 23, 2005; and

WHEREAS, since September 4, 2014, there has been a substantial change in circumstances and the parties are desirous of modifying the Separation Agreement between them with respect to the custody and parenting of their minor children; and

WHEREAS, the Wife is desirous of terminating the "bird-nest" parenting arrangement set forth in paragraph 2.

B. of the Separation Agreement between the parties dated September 4, 2014.

NOW, THEREFORE, in consideration of the premises and the mutual promises and undertakings herein contained and set forth and for other good and valuable consideration made over by each party to the other, the receipt and sufficiency of which is hereby acknowledged, it is covenanted and agreed as follows:

1. Paragraph 2 B. of the Separation Agreement between the parties is deleted in its entirety and the following is substituted therefor:

> B. (i) The parties intend to have equal (50/50) parenting time with their children. The parties shall share parenting time on the following alternating week schedule, commencing with the week of July 1, 2015:
>
> **Week 1**: The children shall be with the Husband from after school on Friday or at 9:00 a.m. on Friday if there is no school, until the following Friday morning drop off at school or at the Wife's residence at 9:00 a.m. if there is no school.
>
> **Week 2**: The children shall be with the Wife from after school on Friday or at 9:00 a.m. on Friday if there is no school, until the following Friday morning drop off at school or at the Husband's residence at 9:00 a.m. if there is no school.
>
> (ii) In the event one of the parties is out-of-town during his or her parenting time because of business travel and/or one of the children's activities, the parties shall adjust

the parenting schedule to ensure that the parenting time remains equal (50/50).

(iii) Until July 1, 2015, the parties shall follow the alternating week parenting schedule at the former marital residence 23 Oak Park Avenue, Darien, Connecticut.

2. Paragraph 2 C. of the Separation Agreement is deleted in its entirety and the following is substituted therefor:

C. (i) During the Husband's weekday parenting time (Monday through Friday), the Wife shall be the primary caretaker of the children while the Husband is working. The children shall be with the Wife from after school until the Husband returns from work between 5:00 p.m. and 7:00 p.m. During that time the Wife shall be with the children at the Husband's residence at 23 Oak Park Avenue, Darien, Connecticut, subject to the children's after-school activities. In the event the Husband will be home later than 7:30 p.m., he shall either hire a babysitter to stay with the children at the Husband's residence (subject to the right of first refusal in paragraph 5 K. below) or he shall give the Wife twenty-four (24) hours' notice of such event, and the children shall go to the Wife's residence after school and sleep at the Wife's residence.

(ii) (a) The Wife shall also be the primary caretaker of the children during the Husband's weekday parenting time during the summer school vacation period while the Husband is working. The parties shall alternate drop-off and pick-up of the children. Subject to the children's activities, the parties shall drop-off or pick-up the children between 8:00 a.m. and 8:30 a.m. in the morning and between 5:00 p.m. and 7:00 p.m. in the evening. In the event the

Husband will be home later than 7:00 p.m., the Husband shall either hire a babysitter to pick-up the children or be available to drop-off the children at the Husband's residence (subject to the right of first refusal in paragraph 5.K. below) or Husband shall give the Wife twenty four (24) hours' notice of such event, and the children shall remain at the Wife's residence overnight.

(b) When the Wife is caring for the children in accordance with 2.C.(ii)(a) above, the Wife shall make reasonable efforts to facilitate any request by the children to spend time at the Husband's residence.

(iii) The Wife shall maintain her current home office in the Husband's residence. The Wife shall install a lock on the drawer of her filing cabinet, and her computer password shall no longer be accessible to the children.

(iv) The children shall only be driven by a babysitter who is age eighteen (18) or older, and who holds a valid driver's license. The babysitter shall only drive the children within a radius of fifteen (15) miles from Darien, Connecticut. In the event the babysitter is to drive the children for a distance in excess of fifteen (15) miles, the parents must mutually agree in writing before the trip is undertaken, consent to which shall not be unreasonably withheld.

3. Paragraphs 2 E., F., G., H., I., J., and L., of the Agreement between the parties are deleted in their entirety and shall be without further force or effect.

4. Paragraph 2 D. of the Separation Agreement between the parties is deleted in its entirety and the following is substituted therefor:

> D. Commencing July 1, 2015, the Husband shall be solely responsible for any and all expenses related to the former marital residence located at 23 Oak Park Avenue, Darien, Connecticut.

5. Paragraph 2 K. of the Separation Agreement between the parties is deleted in its entirety and the following is substituted therefor:

> K. Each party shall have the right of first refusal to care for the children in the event the other party is unavailable to care for the children during his or her parenting time for a period of three (3) or more hours. The parent who has scheduled parenting time with the children shall be responsible for making appropriate childcare arrangements in the event the other parent is not available to care for the children.

6. Paragraph 2 N. of the Separation Agreement is revised as follows:

Christmas and Winter Recess: The Christmas and Winter Recess shall be divided into the following blocks of time:

> **Block 1** - Christmas Eve from 9:00 a.m. until 5:00 p.m.;

Block 2 - Christmas Eve at 5:00 p.m. until Christmas Day at 1:00 p.m.;

Block 3 - Christmas Day at 1:00 p.m. until December 26th at 9:00 a.m. and

Block 4 - December 26th at 9:00 a.m. until 7:00 p.m. on the day before school commences.

(a) The children shall be with the Wife for Block 2 in 2015 and in subsequent odd-numbered years and with the Husband in 2016 and in subsequent even-numbered years;

(b) The children shall be with the Husband for Blocks 1 and 3 in 2015 and in subsequent odd-numbered years and with the Wife in 2016 and in subsequent even-numbered years;

(b) Block 4 shall be equally divided between the parties each year. The Wife shall have the first half in 2015 and in subsequent odd-numbered years and the second half in 2016 and in subsequent even-numbered years. The Husband shall have the first half in 2016 and in subsequent even-numbered years and the second half in 2015 and in subsequent odd-numbered years.

Thanksgiving: From after school on the last day of school until Monday morning return to school. The children shall be with the Wife in 2015 and in subsequent odd-numbered years and with the Husband in 2016 and in subsequent even-numbered years.

Easter Sunday: From 9:00 a.m. until 7:00 p.m. The children shall be with the Wife in 2016 and in subsequent even-numbered years and shall be with the Wife in 2017 and in subsequent odd-numbered years. In the event that the Easter Holiday occurs during the April Recess, and the party who has parenting time with the children is

travelling outside the State of Connecticut, then the Easter Holiday shall be with the parent who is travelling with the children for the April Recess.

Children's Birthdays: Both parents shall have the right to spend time with each child on that child's birthday. The parties shall mutually agree on a time for the non-custodial parent to be with the child on his or her birthday, which consent shall not be unreasonably withheld.

Mother's Day: The children shall be with the Wife on Mother's Day from 9:00 a.m. until 7:00 p.m.

Father's Day: The children shall be with the Husband on Father's Day from 9:00 a.m. until 7:00 p.m.

Parents' Birthdays: The children shall be with each parent on his or her birthday from 9:00 a.m. until 7:00 p.m.

The children's birthdays, Mother's Day, Father's Day and the parent's birthdays parenting time shall supersede the regular parenting/vacation schedule.

7. Paragraph 2 W. of the Separation Agreement between the parties is deleted in its entirety and the following is substituted therefor:

W. Each party shall exert every effort to promote free access and unhampered contact between the children and each of the parties and to foster a feeling of affection between the children and the parties hereto. Each party shall exert his and her best efforts to refrain from doing anything to estrange the children from the other party, or to disparage the opinion of the children as to their mother or

father, or to act in such a way as to hamper the free and natural development of love and respect between parent and child. Neither party shall disparage the other parent in front of the children and/or to any third party or parties.

8. Except as specifically provided in this Modification Agreement, the parties hereby ratify and confirm the provisions of the Separation Agreement between them dated September 4, 2015.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed and Sealed in the Presence of:

JON ADAM DELUCA

JOANNE DELUCA

STATE OF CONNECTICUT)
) ss: OLD GREENWICH
COUNTY OF FAIRFIELD)

On this 8th day of May, 2015, before me came **JON ADAM DELUCA** to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

Commissioner of the Superior Court
~~Notary Public~~

STATE OF CONNECTICUT)
) ss: Old Greenwich
COUNTY OF FAIRFIELD)

On this 7th day of May, 2015, before me came JOANNE DELUCA to me known to be the individual described in and who executed the foregoing instrument and acknowledged that she executed the same.

Commissioner of the Superior Court

DOCKET NO.: FST-FA-14-4026924-S	:	SUPERIOR COURT
JOANNE DELUCA	:	J.D. OF STAMFORD/NORWALK
v.	:	AT STAMFORD
JON ADAM DELUCA	:	NOVEMBER 17, 2015

STIPULATION, POST JUDGMENT

The parties stipulate and agree as follows:

1. Judgment for dissolution of the marriage was entered by this Court (Novack, J.) on September 4, 2014 (no. 116.00). The Judgment incorporates the parties' September 4, 2014 Separation Agreement (hereinafter "the Separation Agreement") by reference.

2. The Judgment was open and modified pursuant to the parties' Modification Agreement dated May 11, 2015 (no. 128.00) (hereinafter "the Modification Agreement").

3. The parties stipulate and agree to modify the Separation Agreement and Judgment of the Court as follows:

a. Article 4 of the Separation Agreement. **Children's Extracurricular Expenses.** The following is a new paragraph: Beginning November 1, 2015 the Wife's contribution towards the children's extracurricular expenses shall not exceed $2,000 per month. Her monthly contribution shall be paid to the Husband, less his portion of any extracurricular expenses incurred by the Wife, by electronic transfer on or before the 7th of each month beginning December 7, 2015. If the Wife's monthly contribution is less than $2,000 any unused balance shall cumulatively carry forward to the next month. b. Article 3-B of the Separation Agreement. The last sentence of this paragraph shall be rendered null and void, to wit: "Alimony and child

#131.02

support shall be subject to the cohabitation statute and related case law." The Wife's cohabitation shall not be grounds for modification of the alimony and child support.

4. The following paragraph shall constitute a new provision of the parties' Separation Agreement and Judgment of the Court:

The Husband shall be solely responsible to pay any and all costs related to Alex's application and attendance at private secondary school to include but not be limited to the following: standardized test preparation and fees, application fees, tuition, room, and board, books, lab fees, computer, room set-up costs, transportation, and allowance. However, these costs shall be shared retroactively and going forward between the parties pro-rata in proportion to their net after-tax proceeds from their respective interests in Wilcon Holdings, LLC and Data Gryd Data Centers, LLC if the Wife's net proceeds before such a pro-rata allocation exceed $1,000,000 net after tax pursuant to Paragraph 7-C of the Separation Agreement. The Wife shall be primarily responsible to facilitate any and all efforts regarding Alex's application to private school including but not limited to school visits, interviews, applications, and the preparation and filing of any and all documents related to his private school application(s). If Alex is not accepted into private school for 5th or 6th grade the Wife shall nevertheless facilitate this effort at the Husband's sole election for any subsequent year.

4. The Parenting Plan as detailed in the Modification Agreement shall be modified accordingly based on Alex's private school calendar.

5. Except as specifically provided in this Stipulation, Post Judgment the parties ratify and confirm the provisions of the Separation Agreement and the Modification Agreement.

THE PLAINTIFF

Joanne DeLuca, pro se
44 Kenseit Lane
Darien, CT 06820

THE DEFENDANT

Jon Adam DeLuca, pro se
23 Oak Park Avenue
Darien, CT 06820

HALLORAN & SAGE LLP

315 Post Road West
Westport, CT 06880

Phone (203) 227-2855
Fax (203) 227-6992
Juris No. 412105

STATE OF CONNECTICUT)
) ss: _____
COUNTY OF FAIRFIELD)

On this ____ day of November, 2015 before me personally appeared Jon Adam DeLuca, to me known to be the individual described in and who executed the foregoing Instrument, and acknowledged that she executed the same of her own free act and deed.

Notary Public
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) ss: _____
COUNTY OF FAIRFIELD)

On this 21 day of November, 2015 before me personally appeared Joanne DeLuca to me known to be the individual described in and who executed the foregoing Instrument, and acknowledged that she executed the same of her own free act and deed.

Notary Public
Commissioner of the Superior Court

ALESSANDRO SPADAFORA
Notary Public - State of Connecticut
My Comm. Expires April 30, 2017

315 Post Road West

HALLORAN
& SAGE LLP

Phone (203) 227 2855
Fax (203) 227 6992

DOCKET NO.: FST-FA-14-4026924-S	:	SUPERIOR COURT
JOANNE DELUCA	:	J.D. OF STAMFORD/NORWALK
v.	:	AT STAMFORD
JON ADAM DELUCA	:	JUNE 13, 2016

STIPULATION, POST JUDGMENT

The parties stipulate and agree as follows:

1. Judgment for dissolution of the marriage was entered by this Court (Novack, J.) on September 4, 2014 (no. 116.00). The Judgment incorporates the parties' September 4, 2014 Separation Agreement (hereinafter "the Separation Agreement") by reference.

2. The Judgment was open and modified pursuant to the parties' Modification Agreement dated May 11, 2015 (no. 128.00) (hereinafter "the Modification Agreement"); and Stipulation, Post Judgment dated 11/17/15 (no. 131.02) (hereinafter "the Stipulation, Post Judgment").

3. The parties stipulate and agree to further modify the Separation Agreement and Judgment of the Court as follows:

Paragraph 3B of the parties' Separation Agreement is null and void and is replaced with the following:

Beginning September 1, 2014, the Husband shall pay unallocated alimony and child support to the Wife in an amount equal to 40% of his "total compensation from employment" (hereinafter "TC" as defined herein) until either party's death, August 31, 2021 or the "Exit Event" (as defined herein), whichever shall first occur. The alimony term shall be non-modifiable except as set forth herein. An "Exit Event" is defined as the following for the purposes of this

#133.01

paragraph: a date prior to August 31, 2021 at which time the following has occurred: (a) the Wife has remarried (regardless of whether she is still married at the time of the Exit Event); and (b) the Wife has received a total of $2.6 million in cash or other liquid securities, including any funds held in escrow for a period of time in pre-tax gross dollars, either at one time or on separate occasions, pursuant to Paragraph 7-C of the Separation Agreement regarding her interest in (i) the proceeds from the sale of Wilcon Holdings, LLC (including the sale of the Wife's allocated or unallocated equity holding or options in Wilcon Holdings, LLC); and/or (ii) proceeds from the sale of Data Gryd Data Centers, LLC (including the sale of the Wife's allocated or unallocated equity holdings or options in Data Gryd Data Centers, LLC). The Wife's receipt of funds related to the Exit Event as defined herein shall not include any other funds related to the distribution or allocation of the marital assets including the Wife's receipt of alimony and/or child support from the Husband.

4. Paragraphs four (there are two paragraphs four) in the Stipulation, Post Judgment are rendered null and void and replaced with the following:

The Husband shall be solely responsible to pay any and all costs related to Alex and Julia's application and attendance at private secondary school to include but not be limited to the following costs (hereafter "private school costs"): standardized test preparation and fees, application fees, tuition, room, board, books, lab fees, computer, room set-up costs, transportation, and allowance. However, in the event of a sale of the parties' interests in Wilcon Holdings, LLC and Data Gryd Centers, LLC pursuant to Paragraph 7-C of the Separation Agreement the tuition cost(s) shall be shared between the Husband and Wife pro-rata in proportion to their respective net after-tax proceeds as follows: (i) retroactively and going

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Juris No. 412195

forward if the Wife receives in excess of $1,000,000 net after-tax proceeds; or (ii) retroactively if such sale constitutes an Exit Event (as defined herein) to the date of the Exit Event. As of the date of the Exit Event the Husband shall be solely responsible to pay 100% of all other private school costs except for tuition. The Wife shall be primarily responsible to facilitate any and all efforts regarding Alex and Julia's application to private school including but not limited to school visits, interviews, applications, and the preparation and filing of any and all documents related to his/her private school application(s). If either child is not accepted into private school the Wife shall nevertheless facilitate this effort at the Husband's sole election for any subsequent year. The Parenting Plan as detailed in the Modification Agreement shall be modified accordingly based on Alex and Julia's private school calendar.

4. Except as specifically provided in this Stipulation, Post Judgment, the Modification Agreement, and the Stipulation, Post Judgment the parties ratify and affirm the balance of the Separation Agreement and the Judgment of the Court.

THE PLAINTIFF

Joanne DeLuca, pro se
44 Kensett Lane
Darien, CT 06820

THE DEFENDANT

Jon Adam DeLuca, pro se
23 Oak Park Avenue
Darien, CT 06820

315 Post Road West
Westport, CT 06880

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Fax (203) 227-6992
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STATE OF CONNECTICUT)
) ss: Westport
COUNTY OF FAIRFIELD)

On this 13th day of June, 2016, before me personally appeared Joanne DeLuca, to me known to be the individual described in and who executed the foregoing Instrument, and acknowledged that she executed the same of her own free act and deed.

Alan Rubenstein
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) ss: Westport
COUNTY OF FAIRFIELD)

On this 13th day of June, 2016, before me personally appeared Jon DeLuca, to me known to be the individual described in and who executed the foregoing Instrument, and acknowledged that he executed the same of his own free act and deed.

Alan Rubenstein
Commissioner of the Superior Court

iManage 4271750v.1
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Westport, CT 06880

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EXHIBIT 2

Nedder & Associates, LLC
3 Parklands Drive, Suite 201
Darien, Connecticut 06820
Tel: (203) 621-0577 Fax: (203) 621-0626

August 16, 2019

VIA EMAIL AND REGULAR MAIL
David T. Martin, Esq.
Cummings & Lockwood, LLC
Six Landmark Square
Stamford, CT 06901

Re: Estate of Jon A. DeLuca (18-00192)

Dear Mr. Martin,

The Estate of Jon A. DeLuca (hereinafter, "Estate") has been reviewing the claims of Joanne Briggs and the list of itemized expenses that were outlined in the letter received July 24, 2019. As I have expressed in the past to your colleague, Dan Johnson, the Estate is for the benefit of the minor beneficiaries, not the guardian of the minor beneficiaries. With that in mind, it seems that the costs that have been outlined would be incurred by the guardian whether the minor beneficiaries lived with her or not. We have tried to focus the Estate funds on the children and their education and activities and not on the guardian of the children. However, we do acknowledge that pursuant to the Separation Agreement, dated September 4, 2014, (hereinafter, "Agreement") that some obligation does exist, we have found it difficult to quantify those obligations.

It is worth noting that every expense that was submitted thusfar has been paid and reimbursed within a reasonable time frame. Attorney Florin responded to the claim on July 19, 2019 and asked for a more detailed explanation of the amount that was calculated. The response we received was not adequate. Specifically, we would like to understand the calculation that was used, e.g, a breakdown of how the mortgage is being paid. Are you expecting the Estate to pay principal and interest? We believe that the Estate should only be contributing to the interest portion of the mortgage and not the principal.

Additionally, there is no basis that we can determine wherein your client is entitled to a lump sum distribution. Some of these expenses will not be incurred for more than 7 years. If a lump sum payment were made, what protections or controls would be in place on the funds to ensure they were used for the children? While a lump sum amount was requested, there has been an inadequate justification for how this number was calculated.

For example, pursuant to the Agreement, dated September 4, 2014, Section 2, Paragraph D: "The Husband shall contribute $150 per week toward the children's nanny/housekeeper to include her responsibilities to clean the house and do laundry. The balance of the nanny/housekeeper's costs shall be paid by the Wife." The itemized list provided cites housecleaning at $560. The Husband would only be responsible for $150 and the Wife would

need to pay the balance. We would like to adhere to the obligation under the Agreement and would like to understand your rationale for the additional funds.

The exact same section and paragraph of the Agreement also outlines which household items that the Husband was responsible for during his lifetime, those are the following: "All other costs related to the children's residence including but not limited to the mortgage, repairs and maintenance, homeowner's insurance, property tax, and lawn and garden shall be paid by the Husband." In addition to that paragraph, were the decedent still alive, the "bird-nest" arrangement as provided for in the Agreement at Section 2, Paragraph D, states "the Parties shall pay the following expenses for the children's residence during the bird-nest arrangement 70% by the Husband and 30% by the Wife: electricity, water, oil, gas, and pool maintenance." Aquarion, Standard Oil, Optimum, and Eversource were not meant to be a continual expense and or to be the responsibility of the Husband. These are ordinary expenses to be paid by homeowners. It is not generally the responsibility of the children or the Estate to pay all of the expenses for their parents. As previously stated, the Estate is trying to make the best decisions as related to the children and their well-being. Would it not be more appropriate for the Estate to pay the additional incremental cost of their living expenses?

While the decedent had a contractual obligation to pay for the housing expenses of the children until they graduate college or turn twenty-three years of age, the Estate is not responsible for every single housing expense for everyone residing in the household. In addition to the listed housing expenses in the Agreement, the Estate is not responsible for the entirety of the housing expenses for the whole household, as there are other additional people in the household that are not to be addressed by the Estate or the Agreement obligations. Therefore, we are having trouble deciphering what the children need for their individual housing expenses. In regards to the childrens' living expenses and overall well-being, the Estate has been and will continue to pay for all educational and medical expenses and all extracurricular activity and travel expenses for the children without hesitation. The Estate is paying those expenses directly and your client has had no obligation to pay them.

While the Estate is not dismissing all of the itemized expenses, Counsel has requested a more logical breakdown in order to approve any such requests in order to move forward with meeting these obligations. The Estate cannot approve such requests without further documentation and explanation. The Estate and Counsel have worked very diligently and promptly in the past to support the children in any way they may need. We believe this matter can be resolved amicably, notwithstanding your recent threats of litigation.

Sincerely,

Michael T. Nedder (EMK)

Michael T. Nedder, Esq.

cc: Honorable William P. Osterndorf
Ellen Hain, Esq.
Daniel G. Johnson, Esq.
David T. Martin, Esq.

ELECTRONICALLY SERVED
4/23/2021 10:40 AM

Electronically Filed
04/23/2021 10:40 AM
CLERK OF THE COURT

ORDR

ALEXANDER G. LEVEQUE (#11183)
aleveque@sdfnvlaw.com
ROBERTO M. CAMPOS (#15189)
rcampos@sdfnvlaw.com
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
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Facsimile: (702) 853-5485

Attorneys for Joanne S. Briggs as Parent and Guardian of Julia Ann DeLuca and Alexander Ian DeLuca, Primary Beneficiaries of 23 Partners Trust I

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TRUST AND ESTATE ATTORNEYS

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Trust Agreement, 23 PARTNERS TRUST I, An Irrevocable Trust.	Case No.: P-20-104279-T Dept. No.: 26 Hearing Date: January 28, 2021 Hearing Time: 10:30 a.m.

ORDER GRANTING IN PART AND DENYING IN PART PETITION TO (1) ASSUME JURISDICTION OVER TRUST, (2) CONFIRM DOUGLAS SCOTT DeLUCA AS TRUSTEE, (3) COMPEL AN ACCOUNTING, AND (4) OBTAIN A COPY OF TRUST

The Parties appeared before the Court for return hearing and oral argument on Joanne S. Briggs' Petition to (1) Assume Jurisdiction Over Trust, (2) Confirm Douglas Scott DeLuca as Trustee, (3) Compel an Accounting, and (4) Obtain a Copy of Trust ("Petition") filed on behalf of beneficiaries Julia Ann DeLuca and Alexander Ian DeLuca (the "Beneficiaries"). Russel J. Geist of the law firm Hutchison & Steffen, PLLC appeared on behalf of Michael Nedder and Douglas DeLuca (the "Trustees"), Respondent Trustees of the 23 Partners Trust I (the "Trust"), and Alex LeVeque and Roberto Campos of the law firm of Solomon Dwiggins & Freer, LTD appeared on behalf of Joanne S. Briggs. After having read the papers and pleadings associated with the Petition and the opposition thereto, entertained oral arguments by counsel, the Court makes the following findings of fact, conclusions of law and order:

///

FINDINGS OF FACT

1. The Trust is specific and not vague. In particular, the Trust specifically does not contain any requirement that the Trustees must provide a copy of the Trust agreement to the Beneficiaries. The Trust requires the Trustees to deliver copies of "instruments of amendment, revocation, exercise of power, designation, release, disclaimer, etc. as well as of a trustee's resignation, removal, appointment and/or acceptance" to the Beneficiaries upon request.

2. The Trust agreement was not amended and so there was no instrument of amendment to deliver to the Beneficiaries.

3. The Beneficiaries' interest in the Trust includes distributions of income and principal in the discretion of the Trustees.

4. The Trustees' have the right and ability to distribute to or permit, and the Beneficiaries have the right to know of and request, the use and enjoyment of personal property and real property owned by the Trust by the Beneficiaries.

5. The Beneficiaries, although not entitled to a copy of the Trust agreement are entitled to know the information in the Trust regarding what sections affect them, their rights under the Trust agreement with respect to their beneficial interest or the Trustees and the administration of the Trust, to be conveyed without delivering a copy of the entire Trust agreement.

6. The Beneficiaries are not entitled to an annual accounting under the terms of the Trust.

7. The Beneficiaries are not entitled to audit the books and records every year under the terms of the Trust. The Beneficiaries, however, are entitled to review the Trust's books and records if for instance an item on the tax returns warrants further inquiry.

8. The Beneficiaries are entitled to the annual Federal Income Tax Return for the Trust, as well as any Form K-1, which they would receive.

9. The Beneficiaries are entitled to a complete beginning and ending inventory of Trust assets, to be delivered annually.

10. The Beneficiaries are entitled to a summary of all financial transactions, including Trustees' fees, reconciling the ending inventory to the beginning inventory for the period provided, to be delivered annually.

///

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11. As applied here, the non-corporate Trustees have the same obligations as the corporate trustees.

CONCLUSIONS OF LAW

12. The Trustees have no obligation to provide an annual accounting to the Beneficiaries pursuant to NRS 165.1207(1)(b)(5) or a full accounting every year pursuant to the Trust or to permit the Beneficiaries to audit the books and records of the Trust every year. The Beneficiaries, however, are entitled to review the Trust's books and records if for instance an item on the tax returns warrants further inquiry.

13. The Trustees are required to provide the Beneficiaries financial information about the Trust, specifically:

A. The annual Federal Income Tax Return for the Trust, as well as any Form K-1, which the Beneficiaries would receive.

B. A complete beginning and ending inventory of Trust assets, to be delivered no more frequently than annually.

C. A summary of all financial transactions, including Trustees' fees, reconciling the ending inventory to the beginning inventory for the period provided, to be delivered annually.

14. The Trustees have no obligation to provide a copy of the Trust agreement to the Beneficiaries. However, the Beneficiaries are entitled to information in the Trust related to what sections affect them and their rights under the Trust agreement with respect to their beneficial interest, the Trustees and the administration of the Trust. This information must be conveyed to the Beneficiaries without delivering a copy of the entire Trust agreement. Instead, this information must be conveyed by providing the Beneficiaries with copies of the pertinent sections or subsections of the Trust.

15. Because the language in the Trust is so specific and there is no provision in the Trust requiring the Trustees to provide a copy of the Trust to the Beneficiaries, the Beneficiaries are not entitled to a copy of the entire Trust agreement.

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16. Because the Trust is discretionary, the Beneficiaries here, although clearly Primary Beneficiaries under the Trust's terms, are not vested beneficiaries and so they are not entitled to an accounting, nor are they entitled to rights under the Trust's Section 5.2A. However, the Beneficiaries are entitled to a baseline of information in the Trust because they have rights under other sections of the Trust.

17. As applied here, the non-corporate Trustees have the same obligations as the corporate trustees.

18. Whether or not the creditors can get to the assets under the Trust does not matter to the resolution of issues here.

ORDER

IT IS THEREFORE ORDERED that the Petition, as to an accounting and a copy of the Trust, is DENIED in part and GRANTED in part as set forth herein.[1]

IT IS FURTHER ORDERED that within 30 days of the notice of entry of this Order, the Trustees must provide the following to the Beneficiaries:

A. The annual Federal Income Tax Return for the Trust, as well as any Form K-1, which the Beneficiaries would receive.

B. A complete beginning and ending inventory of Trust assets.

C. A summary of all financial transactions, including Trustees' fees, reconciling the ending inventory to the beginning inventory for the period provided.

D. Information in the Trust related to what sections affect them, the Beneficiaries' rights under the Trust agreement with respect to their beneficial interest or the Trustees and the administration of the Trust, to be conveyed to the Beneficiaries without delivering a copy of the entire Trust agreement. Instead, this information must be conveyed by providing the Beneficiaries with copies of the pertinent sections or subsections of the Trust.

---

[1] On December 30, 2020, the Court entered an Order on other parts of the Petition.

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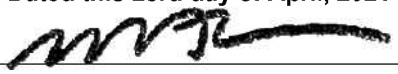
IT IS FURTHER ORDERED that the foregoing financial information to be delivered to the Beneficiaries shall be delivered on an on ongoing basis annually, not more frequently than annually by the Trustees.

IT IS SO ORDERED.

Dated this 23rd day of April, 2021



239 776 424A 954C
Gloria Sturman
District Court Judge

Respectfully Submitted By:
SOLOMON DWIGGINS & FREER, LTD.

/s/ Roberto M. Campos

Alexander G. LeVeque (11183)
Roberto M. Campos (15189)
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129

Attorneys for Joanne S. Briggs
as Parent and Guardian of
Julia Ann DeLuca and Alexander Ian DeLuca,
Primary Beneficiaries of 23 Partners Trust I

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Allie Carnival

From: Roberto M. Campos
Sent: Wednesday, March 17, 2021 8:37 AM
To: Russel J. Geist; Alexander LeVeque
Cc: Amber Anderson-Reynolds; Terrie Maxfield
Subject: RE: 23 Partners Trust I

Follow Up Flag: Follow up
Flag Status: Completed

Good morning, Russel,

Because I have not heard a response to my email below, I assume your client disagrees with our position on the draft order. Accordingly, we will be submitting to the court the draft order as emailed to you on March 4.

Thanks,

Roberto

From: Roberto M. Campos
Sent: Thursday, March 11, 2021 8:48 AM
To: 'Russel J. Geist' <RGeist@hutchlegal.com>; Alexander LeVeque <aleveque@sdfnvlaw.com>
Cc: Amber Anderson-Reynolds <AAnderson@hutchlegal.com>; Terrie Maxfield <TMaxfield@sdfnvlaw.com>
Subject: RE: 23 Partners Trust I

Good morning, Russel,

Thanks for your email and agreement to changes on the first draft.

I agree that the Court ruled the Petitioner is not entitled to a copy of the entire Trust.

However, the Court referenced "the sections that affect them." Tr., at p. 35:3-5 ("They are entitled, I think, to information about what affects them, the way I read this. What are the sections that affect them?")

Initially, the transmission of this information on the beneficiaries' *rights* and what Trust sections affect them must be in written form for the sake of increasing clarity and minimizing ambiguity and potential misunderstandings.

Thus, practically speaking, obtaining copies of the relevant Trust sections (or subsections) is the best way for trustees ensuring they are properly discharging their duty to convey the information that the Court ordered them to convey and for the beneficiaries to obtain accurately the information to which they are entitled, pursuant to the Court's ruling.

The Court did not prohibit the trustees from transmitting this information by providing copies of the relevant sections in the Trust. Moreover, without actually seeing the relevant sections for themselves, the beneficiaries have no way of ensuring that they are receiving (1) <u>all</u> of the information, (2) <u>accurately</u>, to which they are entitled according to the Court. Indeed, Petitioner listed in her Reply various examples of trustees' already misrepresenting what the Trust says:

- "Section 5.2 of the Trust … just says, books and records shall be available for an inspection." – R. Geist, December 9, 2020, Hearing Transcript (Pet.'s Supp., Ex. 2), at 15:15-23)., Yet, Section 5.2 also speak of "an accounting summarizing all financial transactions…"

- "[O]ur objection is limited in that their request for relief is to **compel an accounting and the delivery of a copy of a Trust**, both of which are not permitted under the statute and **not permitted under the terms of the Trust.**" – *Id.*, at 13:2-6 (emphases added). Actually, as the Court stated the Trust "says nothing about a copy of the Trust." Tr., at p. 28:19-20. And, again, Section 5.2 does mandate "an accounting" summarizing all financial transactions. *See* Sec. 5.2 (trustees "upon request shall furnish [to said beneficiaries] an accounting summarizing all financial transactions for such period…"

- "[T]he Trustee has **no obligation to provide an accounting** to the Beneficiaries pursuant to NRS 165.1207(1)(b)(5) **or pursuant to the Trust**." Objection, at 6:4-8 (emphases added).

- "As I have explained to [Julia] in the past, the trust is clear in what information can be shared with beneficiaries and what cannot. The beneficiaries are **not entitled to any information** about the underlying document or the assets contained therein." – M. Salvin, Head of Client Relations, Nedder & Associates, LLC., Exhibit 3 to Nedder's Supplement (emphasis added).

Further, at no point have trustees informed the beneficiaries that they have the present right under 7.2(D) to remove any individual Independent Trustee. *See* Nedder Supp., at p.3;10-12 (" … even if the beneficiaries exercised their right under Section 7.2(D) to remove any individual Independent Trustee. Thus while the Beneficiaries may remove the Independent Trustee …").

Nor did the Trustees inform Petitioner of Section 5.2(b) requiring that *some* trustee must carry out 5.2(A) duties when no corporate trustee is then acting to carry them out.

These are a but a few examples of misrepresentations and omissions on what the Trust actually says. Thus, to minimize the chances of any additional misrepresentations, omissions or ambiguities (regardless if benign), copies of the relevant trust sections (or subsections) should be provided.

Accordingly, we cannot accept Mr. Nedder's suggested language excluding copies of the relevant trust sections (or subsections).

Thank you

Roberto

From: Russel J. Geist <RGeist@hutchlegal.com>
Sent: Wednesday, March 10, 2021 9:57 AM
To: Roberto M. Campos <RCampos@sdfnvlaw.com>; Alexander LeVeque <aleveque@sdfnvlaw.com>
Cc: Amber Anderson-Reynolds <AAnderson@hutchlegal.com>; Terrie Maxfield <TMaxfield@sdfnvlaw.com>
Subject: RE: 23 Partners Trust I

Roberto,

I'm fine with all of the suggestions revisions with the exception of the language about providing information about the rights of the beneficiaries regarding the trust, the trustees, etc. I think we agree the court specified they are not entitled to a copy of the full trust.

It seems that we do not agree that the court also contemplated that they are not entitled to copies of sections of the trust since allowing or requiring copies of sections of the trust relevant to their rights but not a copy of the full trust is that creates a back door to the full copy – an inconsistent result. Judge Sturman specifically said that she didn't believe their rights could be summarized in one or two pages. "So they have to generally know what their rights are at the present time." Transcript, page 52, 9-10.

Accordingly, I have changed paragraph 5 to read:

5. The Beneficiaries, although not entitled to a copy of the Trust agreement are entitled to know the information in the Trust regarding what sections affect them, their rights under the Trust agreement with respect to their beneficial interest or the Trustees and the administration of the Trust, to be conveyed without delivering a copy of the entire Trust agreement or copies of sections of the Trust agreement, but conveyed to the Beneficiaries so that they generally know what their rights are at the present time.

Paragraph 14 to read:

14. The Trustees have no obligation to provide a copy of the Trust agreement to the Beneficiaries. However, the Beneficiaries are entitled to information in the Trust related to what sections affect them and their rights under the Trust agreement with respect to their beneficial interest, the Trustees and the administration of the Trust. This information must be conveyed to the Beneficiaries without delivering a copy of the entire Trust agreement, but conveyed to the Beneficiaries so that they generally know what their rights are at the present time.

And paragraph D in the Order to read:

D. Information in the Trust related to what sections affect them, the Beneficiaries' rights under the Trust agreement with respect to their beneficial interest or the Trustees and the administration of the Trust, to be conveyed to the Beneficiaries so that they generally know what their rights are at the present time.

Please let me know if you are in agreement with these revisions.

Sincerely,

From: Roberto M. Campos [mailto:RCampos@sdfnvlaw.com]
Sent: Thursday, March 04, 2021 12:23 PM
To: Russel J. Geist <RGeist@hutchlegal.com>; Alexander LeVeque <aleveque@sdfnvlaw.com>
Cc: Amber Anderson-Reynolds <AAnderson@hutchlegal.com>; Terrie Maxfield <TMaxfield@sdfnvlaw.com>
Subject: RE: 23 Partners Trust I

Hello, Russel,

Attached is your initial draft with our revisions in redline. I included parentheticals only for assistance in referencing the relevant Transcript portions.

Thanks,

Roberto

From: Russel J. Geist <RGeist@hutchlegal.com>
Sent: Tuesday, March 2, 2021 12:46 PM
To: Roberto M. Campos <RCampos@sdfnvlaw.com>; Alexander LeVeque <aleveque@sdfnvlaw.com>
Cc: Amber Anderson-Reynolds <AAnderson@hutchlegal.com>
Subject: RE: 23 Partners Trust I

That will work. Thanks.

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Sent: Tuesday, March 02, 2021 12:13 PM
To: Russel J. Geist <RGeist@hutchlegal.com>; Alexander LeVeque <aleveque@sdfnvlaw.com>
Cc: Amber Anderson-Reynolds <AAnderson@hutchlegal.com>
Subject: RE: 23 Partners Trust I

Your initial draft of the order is appreciated, especially since the draft order is not a simple order.

We can have our revisions to you no later than this Thursday. Does that work for you?

Thanks,

Roberto

From: Russel J. Geist <RGeist@hutchlegal.com>
Sent: Tuesday, March 2, 2021 11:31 AM
To: Roberto M. Campos <RCampos@sdfnvlaw.com>; Alexander LeVeque <aleveque@sdfnvlaw.com>
Cc: Amber Anderson-Reynolds <AAnderson@hutchlegal.com>
Subject: RE: 23 Partners Trust I

While I understand that the draft was delayed, the transcript is available and the order uses the language directly from the transcript. After I took the laboring oar to draft the order, it seems that your review would not be as laborious. Am I wrong?

How much time are you requesting to review and provide your comments?

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Sent: Tuesday, March 02, 2021 11:15 AM
To: Russel J. Geist <RGeist@hutchlegal.com>; Alexander LeVeque <aleveque@sdfnvlaw.com>
Cc: Amber Anderson-Reynolds <AAnderson@hutchlegal.com>
Subject: RE: 23 Partners Trust I

Russel,

We waited exactly 4 weeks to receive the draft order from you, which you sent over last Thursday afternoon. Yes, we have proposed revisions but need a bit of time to consider and review with the client before sending over to you. We would appreciate the extension of courtesy of a reasonable time to respond with our revisions.

Thank you,

Roberto

From: Russel J. Geist <RGeist@hutchlegal.com>
Sent: Tuesday, March 2, 2021 11:07 AM
To: Alexander LeVeque <aleveque@sdfnvlaw.com>; Roberto M. Campos <RCampos@sdfnvlaw.com>
Cc: Amber Anderson-Reynolds <AAnderson@hutchlegal.com>
Subject: RE: 23 Partners Trust I

Alex and Roberto,

I am planning on submitting the proposed order today. Please let me know if you have any revisions for my consideration.

Sincerely,

From: Russel J. Geist
Sent: Thursday, February 25, 2021 12:49 PM
To: Alexander LeVeque <aleveque@sdfnvlaw.com>; Roberto M. Campos <RCampos@sdfnvlaw.com>
Cc: Amber Anderson-Reynolds <aanderson@hutchlegal.com>
Subject: RE: 23 Partners Trust I

Word Perfect attached.

From: Alexander LeVeque [mailto:aleveque@sdfnvlaw.com]
Sent: Thursday, February 25, 2021 11:30 AM
To: Russel J. Geist <RGeist@hutchlegal.com>; Roberto M. Campos <RCampos@sdfnvlaw.com>
Cc: Amber Anderson-Reynolds <AAnderson@hutchlegal.com>
Subject: RE: 23 Partners Trust I

Russ, can you please send Word or WordPerfect version?

Alexander G. LeVeque
SOLOMON DWIGGINS & FREER, LTD.
Cheyenne West Professional Center | 9060 W. Cheyenne Avenue | Las Vegas, NV 89129
Direct: 702.589.3508 | Office: 702.853.5483 | Facsimile: 702.853.5485
Email: aleveque@sdfnvlaw.com | Website: www.sdfnvlaw.com
www.facebook.com/sdfnvlaw
www.linkedin.com/company/solomon-dwiggins-&-freer-ltd-

SOLOMON | DWIGGINS | FREER LTD
TRUST AND ESTATE ATTORNEYS

Please consider the environment before printing this email.
This message contains confidential information and may also contain information subject to the attorney client privilege or the attorney work product rules. If you are not the intended recipient, please delete the message and contact Solomon Dwiggins & Freer, Ltd. at 702-853-5483. Any disclosure, copying, distribution, reliance on or use of the contents of this message by anyone other than the intended recipient is prohibited.

From: Russel J. Geist <RGeist@hutchlegal.com>
Sent: Thursday, February 25, 2021 11:27 AM
To: Roberto M. Campos <RCampos@sdfnvlaw.com>; Alexander LeVeque <aleveque@sdfnvlaw.com>
Cc: Amber Anderson-Reynolds <AAnderson@hutchlegal.com>
Subject: 23 Partners Trust I

Roberto and Alex,

I apologize for the delay. Please find the attached draft order for your review.

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Trust of:	CASE NO: P-20-104279-T
23 Partners Trust I	DEPT. NO. Department 26

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Order was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 4/23/2021

Alexander LeVeque	aleveque@sdfnvlaw.com
Terrie Maxfield	tmaxfield@sdfnvlaw.com
Amber Anderson-Reynolds	aanderson@hutchlegal.com
Allie Carnival	acarnival@sdfnvlaw.com
Erin Hansen	ehansen@sdfnvlaw.com
Russel Geist	rgeist@hutchlegal.com
Roberto Campos	rcampos@sdfnvlaw.com

Electronically Filed
4/23/2021 11:36 AM
Steven D. Grierson
CLERK OF THE COURT

ALEXANDER G. LEVEQUE (#11183)
aleveque@sdfnvlaw.com\
ROBERTO M. CAMPOS (#15189)
rcampos@sdfnvlaw.com
SOLOMON DWIGGINS FREER & STEADMAN, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: (702) 853-5483
Facsimile: (702) 853-5485

Attorneys for Joanne S. Briggs as Parent and Guardian of Julia Ann DeLuca and Alexander Ian DeLuca, Beneficiaries of 23 Partners Trust I

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of 23 PARTNERS TRUST I, An Irrevocable Trust.	Case No.: P-20-104279-T Dept.: 26 Hearing Date: January 28, 2021 Hearing Time: 10:30 a.m.

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that an *Order Granting in Part and Denying in Part Petition to (1) Assume Jurisdiction Over Trust, (2) Confirm Douglas Scott DeLuca as Trustee, (3) Compel an Account, and (4) Obtain a Copy of Trust* was entered on the 23rd day of April, 2021, a true and correct copy of which is attached hereto.

DATED this 23rd day of April, 2021.

SOLOMON DWIGGINS FREER & STEADMAN, LTD.

By: */s/ Roberto M. Campos*
Alexander G. LeVeque (#11183)
aleveque@sdfnvlaw.com
Roberto M. Campos, (#15189)
rcampos@sdfnvlaw.com
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: (702) 853-5483
Facsimile: (702) 853-5485

Attorneys for Joanne S. Briggs as Parent and Guardian of Julia Ann DeLuca and Alexander Ian DeLuca as Beneficiaries of 23 Partners Trust I

SOLOMON | DWIGGINS FREER | STEADMAN LTD
TRUST AND ESTATE ATTORNEYS
SD FS

CERTIFICATE OF SERVICE

PURSUANT to NRCP 5(b), I HEREBY CERTIFY that on April 23, 2020, I served a true and correct copy of the **ORDER GRANTING IN PART AND DENYING IN PART PETITION TO (1) ASSUME JURISDICTION OVER TRUST, (2) CONFIRM DOUGLAS SCOTT DELUCA AS TRUSTEE, (3) COMPEL AN ACCOUNT, AND (4) OBTAIN A COPY OF TRUST** to the following in the manner set forth below:

Via:

[____] Hand Delivery

[____] U.S. Mail, Postage Prepaid

[____] Certified Mail, Receipt No.: _____

[____] Return Receipt Request

[XX] E-Service through the Odyssey eFileNV/Nevada E-File and Serve System, as follows:

Russel J. Geist
Hutchison & Steffen, PLLC
Peccole Professional Park
10080 West Alta Drive, Suite 200
Las Vegas, Nevada 89145
rgeist@hutchlegal.com

Attorneys for Michael T. Nedder, Independent Trustee, and Douglas DeLuca, Family Trustee

/s/ Alexandra Carnival
An employee of SOLOMON DWIGGINS FREER & STEADMAN, LTD.

SOLOMON | DWIGGINS FREER | STEADMAN LTD
TRUST AND ESTATE ATTORNEYS
SD FS

ELECTRONICALLY SERVED
4/23/2021 10:40 AM

Electronically Filed
04/23/2021 10:40 AM
CLERK OF THE COURT

ORDR

ALEXANDER G. LEVEQUE (#11183)
aleveque@sdfnvlaw.com
ROBERTO M. CAMPOS (#15189)
rcampos@sdfnvlaw.com
SOLOMON DWIGGINS & FREER, LTD.
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Attorneys for Joanne S. Briggs as Parent and Guardian of Julia Ann DeLuca and Alexander Ian DeLuca, Primary Beneficiaries of 23 Partners Trust I

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
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SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Trust Agreement, 23 PARTNERS TRUST I, An Irrevocable Trust.	Case No.: P-20-104279-T Dept. No.: 26 Hearing Date: January 28, 2021 Hearing Time: 10:30 a.m.

ORDER GRANTING IN PART AND DENYING IN PART PETITION TO (1) ASSUME JURISDICTION OVER TRUST, (2) CONFIRM DOUGLAS SCOTT DeLUCA AS TRUSTEE, (3) COMPEL AN ACCOUNTING, AND (4) OBTAIN A COPY OF TRUST

The Parties appeared before the Court for return hearing and oral argument on Joanne S. Briggs' Petition to (1) Assume Jurisdiction Over Trust, (2) Confirm Douglas Scott DeLuca as Trustee, (3) Compel an Accounting, and (4) Obtain a Copy of Trust ("Petition") filed on behalf of beneficiaries Julia Ann DeLuca and Alexander Ian DeLuca (the "Beneficiaries"). Russel J. Geist of the law firm Hutchison & Steffen, PLLC appeared on behalf of Michael Nedder and Douglas DeLuca (the "Trustees"), Respondent Trustees of the 23 Partners Trust I (the "Trust"), and Alex LeVeque and Roberto Campos of the law firm of Solomon Dwiggins & Freer, LTD appeared on behalf of Joanne S. Briggs. After having read the papers and pleadings associated with the Petition and the opposition thereto, entertained oral arguments by counsel, the Court makes the following findings of fact, conclusions of law and order:

///

FINDINGS OF FACT

1. The Trust is specific and not vague. In particular, the Trust specifically does not contain any requirement that the Trustees must provide a copy of the Trust agreement to the Beneficiaries. The Trust requires the Trustees to deliver copies of "instruments of amendment, revocation, exercise of power, designation, release, disclaimer, etc. as well as of a trustee's resignation, removal, appointment and/or acceptance" to the Beneficiaries upon request.

2. The Trust agreement was not amended and so there was no instrument of amendment to deliver to the Beneficiaries.

3. The Beneficiaries' interest in the Trust includes distributions of income and principal in the discretion of the Trustees.

4. The Trustees' have the right and ability to distribute to or permit, and the Beneficiaries have the right to know of and request, the use and enjoyment of personal property and real property owned by the Trust by the Beneficiaries.

5. The Beneficiaries, although not entitled to a copy of the Trust agreement are entitled to know the information in the Trust regarding what sections affect them, their rights under the Trust agreement with respect to their beneficial interest or the Trustees and the administration of the Trust, to be conveyed without delivering a copy of the entire Trust agreement.

6. The Beneficiaries are not entitled to an annual accounting under the terms of the Trust.

7. The Beneficiaries are not entitled to audit the books and records every year under the terms of the Trust. The Beneficiaries, however, are entitled to review the Trust's books and records if for instance an item on the tax returns warrants further inquiry.

8. The Beneficiaries are entitled to the annual Federal Income Tax Return for the Trust, as well as any Form K-1, which they would receive.

9. The Beneficiaries are entitled to a complete beginning and ending inventory of Trust assets, to be delivered annually.

10. The Beneficiaries are entitled to a summary of all financial transactions, including Trustees' fees, reconciling the ending inventory to the beginning inventory for the period provided, to be delivered annually.

///

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11. As applied here, the non-corporate Trustees have the same obligations as the corporate trustees.

CONCLUSIONS OF LAW

12. The Trustees have no obligation to provide an annual accounting to the Beneficiaries pursuant to NRS 165.1207(1)(b)(5) or a full accounting every year pursuant to the Trust or to permit the Beneficiaries to audit the books and records of the Trust every year. The Beneficiaries, however, are entitled to review the Trust's books and records if for instance an item on the tax returns warrants further inquiry.

13. The Trustees are required to provide the Beneficiaries financial information about the Trust, specifically:

A. The annual Federal Income Tax Return for the Trust, as well as any Form K-1, which the Beneficiaries would receive.

B. A complete beginning and ending inventory of Trust assets, to be delivered no more frequently than annually.

C. A summary of all financial transactions, including Trustees' fees, reconciling the ending inventory to the beginning inventory for the period provided, to be delivered annually.

14. The Trustees have no obligation to provide a copy of the Trust agreement to the Beneficiaries. However, the Beneficiaries are entitled to information in the Trust related to what sections affect them and their rights under the Trust agreement with respect to their beneficial interest, the Trustees and the administration of the Trust. This information must be conveyed to the Beneficiaries without delivering a copy of the entire Trust agreement. Instead, this information must be conveyed by providing the Beneficiaries with copies of the pertinent sections or subsections of the Trust.

15. Because the language in the Trust is so specific and there is no provision in the Trust requiring the Trustees to provide a copy of the Trust to the Beneficiaries, the Beneficiaries are not entitled to a copy of the entire Trust agreement.

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16. Because the Trust is discretionary, the Beneficiaries here, although clearly Primary Beneficiaries under the Trust's terms, are not vested beneficiaries and so they are not entitled to an accounting, nor are they entitled to rights under the Trust's Section 5.2A. However, the Beneficiaries are entitled to a baseline of information in the Trust because they have rights under other sections of the Trust.

17. As applied here, the non-corporate Trustees have the same obligations as the corporate trustees.

18. Whether or not the creditors can get to the assets under the Trust does not matter to the resolution of issues here.

ORDER

IT IS THEREFORE ORDERED that the Petition, as to an accounting and a copy of the Trust, is DENIED in part and GRANTED in part as set forth herein.[1]

IT IS FURTHER ORDERED that within 30 days of the notice of entry of this Order, the Trustees must provide the following to the Beneficiaries:

A. The annual Federal Income Tax Return for the Trust, as well as any Form K-1, which the Beneficiaries would receive.

B. A complete beginning and ending inventory of Trust assets.

C. A summary of all financial transactions, including Trustees' fees, reconciling the ending inventory to the beginning inventory for the period provided.

D. Information in the Trust related to what sections affect them, the Beneficiaries' rights under the Trust agreement with respect to their beneficial interest or the Trustees and the administration of the Trust, to be conveyed to the Beneficiaries without delivering a copy of the entire Trust agreement. Instead, this information must be conveyed by providing the Beneficiaries with copies of the pertinent sections or subsections of the Trust.

---

[1] On December 30, 2020, the Court entered an Order on other parts of the Petition.

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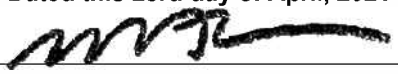
WWW.SDFNVLAW.COM

IT IS FURTHER ORDERED that the foregoing financial information to be delivered to the Beneficiaries shall be delivered on an on ongoing basis annually, not more frequently than annually by the Trustees.

IT IS SO ORDERED.

Dated this 23rd day of April, 2021



239 776 424A 954C
Gloria Sturman
District Court Judge

Respectfully Submitted By:
SOLOMON DWIGGINS & FREER, LTD.

/s/ Roberto M. Campos

Alexander G. LeVeque (11183)
Roberto M. Campos (15189)
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129

Attorneys for Joanne S. Briggs
as Parent and Guardian of
Julia Ann DeLuca and Alexander Ian DeLuca,
Primary Beneficiaries of 23 Partners Trust I

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SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

Allie Carnival

From: Roberto M. Campos
Sent: Wednesday, March 17, 2021 8:37 AM
To: Russel J. Geist; Alexander LeVeque
Cc: Amber Anderson-Reynolds; Terrie Maxfield
Subject: RE: 23 Partners Trust I

Follow Up Flag: Follow up
Flag Status: Completed

Good morning, Russel,

Because I have not heard a response to my email below, I assume your client disagrees with our position on the draft order. Accordingly, we will be submitting to the court the draft order as emailed to you on March 4.

Thanks,

Roberto

From: Roberto M. Campos
Sent: Thursday, March 11, 2021 8:48 AM
To: 'Russel J. Geist' <RGeist@hutchlegal.com>; Alexander LeVeque <aleveque@sdfnvlaw.com>
Cc: Amber Anderson-Reynolds <AAnderson@hutchlegal.com>; Terrie Maxfield <TMaxfield@sdfnvlaw.com>
Subject: RE: 23 Partners Trust I

Good morning, Russel,

Thanks for your email and agreement to changes on the first draft.

I agree that the Court ruled the Petitioner is not entitled to a copy of the entire Trust.

However, the Court referenced "the sections that affect them." Tr., at p. 35:3-5 ("They are entitled, I think, to information about what affects them, the way I read this. What are the sections that affect them?")

Initially, the transmission of this information on the beneficiaries' *rights* and what Trust sections affect them must be in written form for the sake of increasing clarity and minimizing ambiguity and potential misunderstandings.

Thus, practically speaking, obtaining copies of the relevant Trust sections (or subsections) is the best way for trustees ensuring they are properly discharging their duty to convey the information that the Court ordered them to convey and for the beneficiaries to obtain accurately the information to which they are entitled, pursuant to the Court's ruling.

The Court did not prohibit the trustees from transmitting this information by providing copies of the relevant sections in the Trust. Moreover, without actually seeing the relevant sections for themselves, the beneficiaries have no way of ensuring that they are receiving (1) <u>all</u> of the information, (2) <u>accurately</u>, to which they are entitled according to the Court. Indeed, Petitioner listed in her Reply various examples of trustees' already misrepresenting what the Trust says:

- "Section 5.2 of the Trust … just says, books and records shall be available for an inspection." – R. Geist, December 9, 2020, Hearing Transcript (Pet.'s Supp., Ex. 2), at 15:15-23)., Yet, Section 5.2 also speak of "an accounting summarizing all financial transactions…"

- "[O]ur objection is limited in that their request for relief is to **compel an accounting and the delivery of a copy of a Trust**, both of which are not permitted under the statute and **not permitted under the terms of the Trust.**" – *Id.*, at 13:2-6 (emphases added). Actually, as the Court stated the Trust "says nothing about a copy of the Trust." Tr., at p. 28:19-20. And, again, Section 5.2 does mandate "an accounting" summarizing all financial transactions. *See* Sec. 5.2 (trustees "upon request shall furnish [to said beneficiaries] an accounting summarizing all financial transactions for such period…"

- "[T]he Trustee has **no obligation to provide an accounting** to the Beneficiaries pursuant to NRS 165.1207(1)(b)(5) **or pursuant to the Trust**." Objection, at 6:4-8 (emphases added).

- "As I have explained to [Julia] in the past, the trust is clear in what information can be shared with beneficiaries and what cannot. The beneficiaries are **not entitled to any information** about the underlying document or the assets contained therein." – M. Salvin, Head of Client Relations, Nedder & Associates, LLC., Exhibit 3 to Nedder's Supplement (emphasis added).

Further, at no point have trustees informed the beneficiaries that they have the present right under 7.2(D) to remove any individual Independent Trustee. *See* Nedder Supp., at p.3;10-12 (" … even if the beneficiaries exercised their right under Section 7.2(D) to remove any individual Independent Trustee. Thus while the Beneficiaries may remove the Independent Trustee …").

Nor did the Trustees inform Petitioner of Section 5.2(b) requiring that *some* trustee must carry out 5.2(A) duties when no corporate trustee is then acting to carry them out.

These are a but a few examples of misrepresentations and omissions on what the Trust actually says. Thus, to minimize the chances of any additional misrepresentations, omissions or ambiguities (regardless if benign), copies of the relevant trust sections (or subsections) should be provided.

Accordingly, we cannot accept Mr. Nedder's suggested language excluding copies of the relevant trust sections (or subsections).

Thank you

Roberto

From: Russel J. Geist <RGeist@hutchlegal.com>
Sent: Wednesday, March 10, 2021 9:57 AM
To: Roberto M. Campos <RCampos@sdfnvlaw.com>; Alexander LeVeque <aleveque@sdfnvlaw.com>
Cc: Amber Anderson-Reynolds <AAnderson@hutchlegal.com>; Terrie Maxfield <TMaxfield@sdfnvlaw.com>
Subject: RE: 23 Partners Trust I

Roberto,

I'm fine with all of the suggestions revisions with the exception of the language about providing information about the rights of the beneficiaries regarding the trust, the trustees, etc. I think we agree the court specified they are not entitled to a copy of the full trust.

It seems that we do not agree that the court also contemplated that they are not entitled to copies of sections of the trust since allowing or requiring copies of sections of the trust relevant to their rights but not a copy of the full trust is that creates a back door to the full copy – an inconsistent result. Judge Sturman specifically said that she didn't believe their rights could be summarized in one or two pages. "So they have to generally know what their rights are at the present time." Transcript, page 52, 9-10.

Accordingly, I have changed paragraph 5 to read:

5. The Beneficiaries, although not entitled to a copy of the Trust agreement are entitled to know the information in the Trust regarding what sections affect them, their rights under the Trust agreement with respect to their beneficial interest or the Trustees and the administration of the Trust, to be conveyed without delivering a copy of the entire Trust agreement or copies of sections of the Trust agreement, but conveyed to the Beneficiaries so that they generally know what their rights are at the present time.

Paragraph 14 to read:

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And paragraph D in the Order to read:

D. Information in the Trust related to what sections affect them, the Beneficiaries' rights under the Trust agreement with respect to their beneficial interest or the Trustees and the administration of the Trust, to be conveyed to the Beneficiaries so that they generally know what their rights are at the present time.

Please let me know if you are in agreement with these revisions.

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Sent: Thursday, March 04, 2021 12:23 PM
To: Russel J. Geist <RGeist@hutchlegal.com>; Alexander LeVeque <aleveque@sdfnvlaw.com>
Cc: Amber Anderson-Reynolds <AAnderson@hutchlegal.com>; Terrie Maxfield <TMaxfield@sdfnvlaw.com>
Subject: RE: 23 Partners Trust I

Hello, Russel,

Attached is your initial draft with our revisions in redline. I included parentheticals only for assistance in referencing the relevant Transcript portions.

Thanks,

Roberto

From: Russel J. Geist <RGeist@hutchlegal.com>
Sent: Tuesday, March 2, 2021 12:46 PM
To: Roberto M. Campos <RCampos@sdfnvlaw.com>; Alexander LeVeque <aleveque@sdfnvlaw.com>
Cc: Amber Anderson-Reynolds <AAnderson@hutchlegal.com>
Subject: RE: 23 Partners Trust I

That will work. Thanks.

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Sent: Tuesday, March 02, 2021 12:13 PM
To: Russel J. Geist <RGeist@hutchlegal.com>; Alexander LeVeque <aleveque@sdfnvlaw.com>
Cc: Amber Anderson-Reynolds <AAnderson@hutchlegal.com>
Subject: RE: 23 Partners Trust I

Your initial draft of the order is appreciated, especially since the draft order is not a simple order.

We can have our revisions to you no later than this Thursday. Does that work for you?

Thanks,

Roberto

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Subject: RE: 23 Partners Trust I

While I understand that the draft was delayed, the transcript is available and the order uses the language directly from the transcript. After I took the laboring oar to draft the order, it seems that your review would not be as laborious. Am I wrong?

How much time are you requesting to review and provide your comments?

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Sent: Tuesday, March 02, 2021 11:15 AM
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Cc: Amber Anderson-Reynolds <AAnderson@hutchlegal.com>
Subject: RE: 23 Partners Trust I

Russel,

We waited exactly 4 weeks to receive the draft order from you, which you sent over last Thursday afternoon. Yes, we have proposed revisions but need a bit of time to consider and review with the client before sending over to you. We would appreciate the extension of courtesy of a reasonable time to respond with our revisions.

Thank you,

Roberto

From: Russel J. Geist <RGeist@hutchlegal.com>
Sent: Tuesday, March 2, 2021 11:07 AM
To: Alexander LeVeque <aleveque@sdfnvlaw.com>; Roberto M. Campos <RCampos@sdfnvlaw.com>
Cc: Amber Anderson-Reynolds <AAnderson@hutchlegal.com>
Subject: RE: 23 Partners Trust I

Alex and Roberto,

I am planning on submitting the proposed order today. Please let me know if you have any revisions for my consideration.

Sincerely,

From: Russel J. Geist
Sent: Thursday, February 25, 2021 12:49 PM
To: Alexander LeVeque <aleveque@sdfnvlaw.com>; Roberto M. Campos <RCampos@sdfnvlaw.com>
Cc: Amber Anderson-Reynolds <aanderson@hutchlegal.com>
Subject: RE: 23 Partners Trust I

Word Perfect attached.

From: Alexander LeVeque [mailto:aleveque@sdfnvlaw.com]
Sent: Thursday, February 25, 2021 11:30 AM
To: Russel J. Geist <RGeist@hutchlegal.com>; Roberto M. Campos <RCampos@sdfnvlaw.com>
Cc: Amber Anderson-Reynolds <AAnderson@hutchlegal.com>
Subject: RE: 23 Partners Trust I

Russ, can you please send Word or WordPerfect version?

Alexander G. LeVeque
SOLOMON DWIGGINS & FREER, LTD.
Cheyenne West Professional Center | 9060 W. Cheyenne Avenue | Las Vegas, NV 89129
Direct: 702.589.3508 | Office: 702.853.5483 | Facsimile: 702.853.5485
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From: Russel J. Geist <RGeist@hutchlegal.com>
Sent: Thursday, February 25, 2021 11:27 AM
To: Roberto M. Campos <RCampos@sdfnvlaw.com>; Alexander LeVeque <aleveque@sdfnvlaw.com>
Cc: Amber Anderson-Reynolds <AAnderson@hutchlegal.com>
Subject: 23 Partners Trust I

Roberto and Alex,

I apologize for the delay. Please find the attached draft order for your review.

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Trust of:	CASE NO: P-20-104279-T
23 Partners Trust I	DEPT. NO. Department 26

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Order was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 4/23/2021

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