

IN THE SUPREME COURT OF THE STATE OF NEVADA

* * *

In the MATTER OF THE TRUST
AGREEMENT, 23 PARTNERS TRUST I,
MICHAEL T. NEDDER, Independent
Trustee, and DOUGLAS DELUCA, Family
Trustee,

Appellant / Cross-
Respondents,

v.

JOANNE S. BRIGGS, as Parent and Legal
Guardian of ALEXANDER IAN DELUCA,
Primary Beneficiary; JULIA ANN DELUCA,
Primary Beneficiary,

Respondents / Cross-
Appellants.

Electronically Filed
Case No. 82991 Mar 04 2022 05:04 p.m.
Elizabeth A. Brown
District Court, Case No.
P-20-104279-1 Clerk of Supreme Court

**RESPONDENTS / CROSS-APPELLANTS' APPENDIX
(VOLUME 1)**

SOLOMON DWIGGINS FREER & STEADMAN, LTD.

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Roberto M. Campos, Esq. (SBN 15189)
9060 West Cheyenne Avenue
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Attorneys for Respondents / Cross-Appellants

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Doc No.	Description	Vol.	Bates No.
1	(Primary Beneficiaries') Notice of Appeal	1	RESP000001- RESP000016

DATED this 4th day of March, 2022.

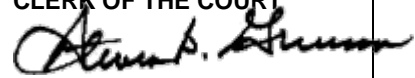
SOLOMON DWIGGINS FREER & STEADMAN, LTD.

/s/ Alexander G. LeVeque

By:

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*Attorneys for Respondents /
Cross-Appellants*



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6 *Attorneys for Petitioner*

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 In the Matter of

Case No.: P-20-104279-T

Dept.: 26

10 23 PARTNERS TRUST I, dated February 1,
11 2017

NOTICE OF APPEAL

12 Notice is hereby given that Joanne Briggs and Julia DeLuca, by and through counsel, the
13 law firm Solomon, Dwiggins Freer & Steadman, Ltd., hereby appeals to the SUPREME COURT
14 OF NEVADA from the ORDER GRANTING IN PART AND DENYING IN PART PETITION
15 TO (1) ASSUME JURISDICTION OVER TRUST, (2) CONFIRM DOUGLAS SCOTT DELUCA
16 AS TRUSTEE, (3) COMPEL AN ACCOUNTING, AND (4) OBTAIN A COPY OF THE TRUST,
17 entered on April 23, 2021 (the "Order") by the Eighth Judicial District Court in Clark County,
18 Nevada. Notice of the entry of the Order was filed on April 23, 2021, and was thereafter served
19 electronically on April 23, 2021. A copy of the same is attached hereto as **Exhibit 1**.

20 Dated this 24th day of May, 2021.

21 SOLOMON DWIGGINS FREER & STEADMAN, LTD.

22 */s/ Alexander G. LeVeque*

23 By _____

Alexander G. LeVeque (#11183)

24 aleveque@sdfnvlaw.com

Roberto M. Campos (#15189)

25 rcampos@sdfnvlaw.com

9060 West Cheyenne Avenue

Las Vegas, Nevada 89129

26 Telephone: (702) 853-5483

27 Facsimile: (702) 853-5485

28 *Attorneys for Petitioners*

CERTIFICATE OF SERVICE

PURSUANT to NRCP 5(b), I HEREBY CERTIFY that on May 24, 2021, I served a true and correct copy of the *Notice of Appeal* to the following in the manner set forth below:

Via:

- ☐ Hand Delivery
- ☐ U.S. Mail, Postage Prepaid
- ☐ Certified Mail, Receipt No.: _____
- ☐ Return Receipt Request
- ☒ E-Service through the Odyssey eFileNV/Nevada E-File and Serve System, as follows:

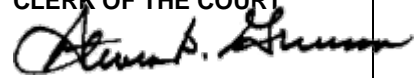
Russel J. Geist, Esq.
HUTCHISON & STEFFEN, PLLC.
Peccole Professional Park
10080 West Alta Drive, Suite 200
Las Vegas, Nevada 89145
rgeist@hutchlegal.com

/s/ Terrie L. Maxfield

An Employee of Solomon Dwiggin Freer & Steadman, Ltd.

EXHIBIT 1

RESP000003



ALEXANDER G. LEVEQUE (#11183)
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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,

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@sdfnlaw.com
Roberto M. Campos, (#15189)
rcampos@sdfnlaw.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*

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

Russel J. Geist
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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.

Heather S. Smith
CLERK OF THE COURT

ORDR

ALEXANDER G. LEVEQUE (#11183)
aleveque@sdfnlaw.com
ROBERTO M. CAMPOS (#15189)
rcampos@sdfnlaw.com
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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*

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.

///



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.



1 16. Because the Trust is discretionary, the Beneficiaries here, although clearly Primary
2 Beneficiaries under the Trust's terms, are not vested beneficiaries and so they are not entitled to
3 an accounting, nor are they entitled to rights under the Trust's Section 5.2A. However, the
4 Beneficiaries are entitled to a baseline of information in the Trust because they have rights under
5 other sections of the Trust.

6 17. As applied here, the non-corporate Trustees have the same obligations as the
7 corporate trustees.

8 18. Whether or not the creditors can get to the assets under the Trust does not matter
9 to the resolution of issues here.

10 ORDER

11 IT IS THEREFORE ORDERED that the Petition, as to an accounting and a copy of the
12 Trust, is DENIED in part and GRANTED in part as set forth herein.¹

13 IT IS FURTHER ORDERED that within 30 days of the notice of entry of this Order, the
14 Trustees must provide the following to the Beneficiaries:

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

17 B. A complete beginning and ending inventory of Trust assets.

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

20 D. Information in the Trust related to what sections affect them, the
21 Beneficiaries' rights under the Trust agreement with respect to their beneficial interest or the
22 Trustees and the administration of the Trust, to be conveyed to the Beneficiaries without
23 delivering a copy of the entire Trust agreement. Instead, this information must be conveyed by
24 providing the Beneficiaries with copies of the pertinent sections or subsections of the Trust.

25
26 ¹ On December 30, 2020, the Court entered an Order on other parts of the Petition.



1 IT IS FURTHER ORDERED that the foregoing financial information to be delivered to
2 the Beneficiaries shall be delivered on an on ongoing basis annually, not more frequently than
3 annually by the Trustees.

4 IT IS SO ORDERED.

5 Dated this 23rd day of April, 2021

6 

7 239 776 424A 954C
8 Gloria Sturman
9 District Court Judge

10 Respectfully Submitted By:
11 SOLOMON DWIGGINS & FREER, LTD.

12 /s/ Roberto M. Campos

13 Alexander G. LeVeque (11183)
14 Roberto M. Campos (15189)
15 9060 West Cheyenne Avenue
16 Las Vegas, Nevada 89129

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

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@sdfnlaw.com>
Cc: Amber Anderson-Reynolds <AAnderson@hutchlegal.com>; Terrie Maxfield <TMaxfield@sdfnlaw.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) all of the information, (2) accurately, 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..."

RESP000011

- “[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.

RESP000012

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@sdfnlaw.com>]
Sent: Thursday, March 04, 2021 12:23 PM
To: Russel J. Geist <RGeist@hutchlegal.com>; Alexander LeVeque <aleveque@sdfnlaw.com>
Cc: Amber Anderson-Reynolds <AAnderson@hutchlegal.com>; Terrie Maxfield <TMaxfield@sdfnlaw.com>
Subject: RE: 23 Partners Trust I

Hello, Russel,

Attached is your initial draft with our revisions in redline. I included parentheses 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@sdfnlaw.com>; Alexander LeVeque <aleveque@sdfnlaw.com>
Cc: Amber Anderson-Reynolds <AAnderson@hutchlegal.com>
Subject: RE: 23 Partners Trust I

That will work. Thanks.

RESP000013

From: Roberto M. Campos [<mailto:RCampos@sdfnlaw.com>]
Sent: Tuesday, March 02, 2021 12:13 PM
To: Russel J. Geist <RGeist@hutchlegal.com>; Alexander LeVeque <aleveque@sdfnlaw.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@sdfnlaw.com>; Alexander LeVeque <aleveque@sdfnlaw.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?

From: Roberto M. Campos [<mailto:RCampos@sdfnlaw.com>]
Sent: Tuesday, March 02, 2021 11:15 AM
To: Russel J. Geist <RGeist@hutchlegal.com>; Alexander LeVeque <aleveque@sdfnlaw.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@sdfnlaw.com>; Roberto M. Campos <RCampos@sdfnlaw.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.

RESP000014

Sincerely,

From: Russel J. Geist

Sent: Thursday, February 25, 2021 12:49 PM

To: Alexander LeVeque <aleveque@sdfnlaw.com>; Roberto M. Campos <RCampos@sdfnlaw.com>

Cc: Amber Anderson-Reynolds <aanderson@hutchlegal.com>

Subject: RE: 23 Partners Trust I

Word Perfect attached.

From: Alexander LeVeque [<mailto:aleveque@sdfnlaw.com>]

Sent: Thursday, February 25, 2021 11:30 AM

To: Russel J. Geist <RGeist@hutchlegal.com>; Roberto M. Campos <RCampos@sdfnlaw.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

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 www.facebook.com/sdfnlaw

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

SOLOMON | DWIGGINS | FREER LTD
TRUST AND ESTATE ATTORNEYS



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From: Russel J. Geist <RGeist@hutchlegal.com>

Sent: Thursday, February 25, 2021 11:27 AM

To: Roberto M. Campos <RCampos@sdfnlaw.com>; Alexander LeVeque <aleveque@sdfnlaw.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.

RESP000015

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 In the Matter of the Trust of:

CASE NO: P-20-104279-T

7 23 Partners Trust I

DEPT. NO. Department 26

8
9 **AUTOMATED CERTIFICATE OF SERVICE**

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

13 Service Date: 4/23/2021

14 Alexander LeVeque

aleveque@sdfnvlaw.com

15 Terrie Maxfield

tmaxfield@sdfnvlaw.com

16 Amber Anderson-Reynolds

aanderson@hutchlegal.com

17 Allie Carnival

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18 Erin Hansen

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19 Russel Geist

rgeist@hutchlegal.com

20 Roberto Campos

rcampos@sdfnvlaw.com

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RESP000016