

IN THE SUPREME COURT OF THE STATE OF NEVADA

IN THE MATTER OF THE
GUARDIANSHIP OF THE PERSON
AND ESTATE OF KATHLEEN JUNE
JONES, AN ADULT PROTECTED
PERSON.

KATHLEEN JUNE JONES,

Appellant,

vs.

ROBYN FRIEDMAN; AND DONNA
SIMMONS,

Respondents.

Case No. 81799

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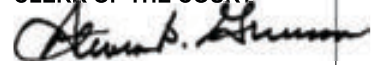
Appeal from the Eighth Judicial
District Court, the Honorable Linda
Marquis Presiding

RESPONDENTS' APPENDIX, VOLUME 2
(Nos. 120–261)

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DISTRICT COURT

CLARK COUNTY, NEVADA

IN THE MATTER OF THE
GUARDIANSHIP OF THE PERSON AND
ESTATE OF:

KATHLEEN JUNE JONES

An Adult Protected Person.

Case No.: G-19-052263-A
Dept.: B

Date of Hearing: October 3, 2019
Time of Hearing: 9:00 a.m.

**OPPOSITION TO EX PARTE PETITION FOR APPOINTMENT OF TEMPORARY AND
GENERAL GUARDIAN OF THE PERSON AND ESTATE:**

**ALTERNATIVELY, COUNTER-PETITION FOR APPOINTMENT OF KIMBERLY
JONES AS TEMPORARY AND GENERAL GUARDIAN OF THE PERSON AND
ESTATE**

☒ **TEMPORARY GUARDIANSHIP**

- ☐ Person
☐ Estate
☒ Person and Estate

☐ **GENERAL GUARDIANSHIP**

- ☐ Person
☐ Estate ☐ Summary Admin.
☐ Person and Estate

☐ **SPECIAL GUARDIANSHIP**

- ☐ Person
☐ Estate ☐ Summary Admin.
☐ Person and Estate

☐ **NOTICES/SAFEGUARDS**

- ☐ Blocked Account Required
☐ Bond Required

Kimberly Jones, by and through her counsel of record, Jeffrey P. Luszeck, Esq., and Ross E. Evans, Esq., of the law firm Solomon Dwiggins & Freer, Ltd., hereby opposes the *Ex Parte* Petition for Appointment of Temporary Guardians and Petition for Appointment of General Guardians filed by Petitioners Robyn Friedman and Donna Simmons on September 19, 2019. In the alternative, should this Court determine that a Guardianship is necessary, Kimberly Jones ("Kim") hereby Petitions this Court to appoint her as the Temporary and General Guardian of the

Person and Estate of Kathleen June Jones ("June"), and requests that this Court revoke the letters of guardianship previously issued to Robyn Friedman and Donna Simmons. In support thereof, and pursuant to NRS 159, Kim submits the following Memorandum of Points and Authorities.

MEMORANDUM OF POINTS AND AUTHORITIES

A. INTRODUCTION.

Petitioners Robyn Friedman and Donna Simmons spin a confusing and sometimes false narrative in their *Ex Parte* Petition for an emergency and temporary guardianship based primarily on facts they discovered nearly 7 months ago. There was no basis for the *ex parte* and immediate appointment of temporary guardians in this case except for Petitioners unjustified fears that Kim was not capable of protecting their mother as her attorney-in-fact. This unilateral *ex parte* action by Petitioners has been disruptive to Kim's authority under June's power of attorney. Petitioners have put 24/7 caregivers in place, where there was no need, and despite the fact that Kim has been residing and caring for their mother for months, while Petitioners were absent and non-communicative. Now, Petitioners exalt Kim's caregiving of June, however, they still second-guess and decry the manner in which Kim has responded (or as they allege, Kim failed to respond) to elder abuse allegations by third-party bad-actors. There is no merit to Petitioner's claims that Kim has failed to respond. Rather, Petitioners are simply dissatisfied with Kim's autonomy as the attorney-in-fact, as they have demanded instantaneous access to all of June's financial information and on the spot decision-making by June.

In May of 2019, when June's needs for caregiving became clear, Kim resigned from her job so as to relocate to live with her mother to provide around-the-clock care for her. Kim is uniquely qualified and suited to be her mother's attorney-in-fact or guardian. Kim has a master's degree in Gerontology from Cal. State. Kim is a certified Nurse Assistant in the State of California, and prior to recently resigning, was employed by the State of California Department of Aging, Long-Term Care Ombudsm as a Residential Care for the Elderly Administrator. Kim has professional experience as being: (1) a Conflict Resolution Mediator with the Orange County Court System; (2) a Domestic Violence Counselor; (3) an Elder Mediator; (4) a Professional

1 Supervised Family Court Visitation Monitor, handling in excess of 450 cases; and (5) the
2 Director of Social Services for a skilled nursing facility in California.¹

3 Contrary to Petitioners' allegations, Kim has successfully been utilizing June's October
4 24, 2012 financial power of attorney to obtain banking records and evidence of financial elder
5 abuse and misconduct to pursue claims against the bad-actors. Kim has initiated a complaint with
6 Adult Protective Services and with the LVMPD elder abuse detail. Kim has assisted with the
7 criminal investigation by performing interviews and providing documents she obtained with the
8 power of attorney and by filling in factual details. Prior to the initiation of this Guardianship
9 proceeding, Kim had retained counsel to advise her, and to potentially initiate litigation for elder
10 abuse, exploitation and conversion against the bad-actors. Kim has initiated litigation and
11 successfully defended against a retaliatory and unlawful attempt to evict her from her mother's
12 house, which Petitioners allege has already occurred (it has not). Kim and her counsel have
13 engaged in discussions with the bad-actors, which discussions indicate that a settlement with full
14 reimbursement to June is realistic.

15 Likewise, Kim has fulfilled a caregiving role for June since her needs became readily
16 apparent in or about March of 2019. Kim has successfully used June's December 27, 2005
17 Healthcare power of attorney to facilitate June's access to the healthcare she needs. Kim is fully
18 capable of protecting her mother's best interests under the powers of attorney her mother
19 established, and doing so in the manner in which June entrusted her. The powers of attorney are
20 working, and Kim has been taking the appropriate actions. While there was a breakdown in
21 communications between Kim and her sisters *after* the temporary guardianship was put in place
22 by Petitioners on an *ex parte* basis, it now appears that Kim and the Petitioners are capable of
23 repairing their family dynamic. Kim is committed to caring for her mother long-term, and
24 pursuing civil remedies and criminal process against the third-party bad-actors.

25 Kim prefers dismissal of the Guardianship proceeding at this juncture in favor of the pre-
26 existing powers of attorney which were working and which were put in place by June to avoid

27 _____
28 ¹ A copy of Kim's C.V. is attached hereto as **Exhibit 1**.

guardianship in the first place. Kim is committed to serving as her mother's chosen fiduciary, and it appears that the Petitioners are committed to accepting Kim's role as attorney-in-fact. Kim believes that the Guardianship is not necessary simply to work out their family's communication and trust issues, and that it is not in their mother's best interests at this juncture. To the extent Petitioners are willing, Kim is committed to implementing an informal family plan which is the proper way to address the family dynamic. This is the least restrictive means at this juncture. Accordingly, Kim requests that this Court dismiss the temporary guardianship and deny the Petition for General Guardianship, so that the family can address their issues privately in a manner that is in their mother's best interests. Alternatively, if the Court should determine that this proceeding continue, Kim requests that this Court revoke the Letters of Temporary Guardianship issued to Petitioners, that the Court appoint Kim as the Temporary Guardian, and that this proceeding only be maintained as long as necessarily required.

B. STATEMENT OF FACTS.

1. June was born on January 20, 1937 and is presently 82 years old.

2. Kimberly Jones ("Kim") is one of three daughters of June. Petitioners, Robyn Friedman and Donna Simmons are also June's daughters. June also has a son, Scott Simmons, who resides in June's rental property in Anaheim, CA.

3. June is a resident of Clark County, Nevada, residing at 6277 Kraft Avenue, Las Vegas, Nevada 89130 (the "Kraft Avenue" property).

4. In 2002, June was in a relationship with Walter Tormala ("Walter"). June and Walter resided together at the Kraft Avenue property. On January 30, 2002, Walter executed a quitclaim deed, transferring ownership of the Kraft Avenue property to himself and June as joint tenants with right of survivorship.² In 2004, Walter executed another quitclaim deed, transferring his interest in the Kraft Avenue property to June as the sole owner.³ Walter and June were

² A copy of the January 30, 2002, Quitclaim deed is attached hereto as **Exhibit 2**.

³ A copy of the 2004 Quitclaim deed is attached hereto as **Exhibit 3**.

1 engaged to be married, however, on June 6, 2007, Walter passed away.⁴ June continued to reside
2 in the Kraft Avenue property and has maintained all mortgage payments thereon.

3 5. June and Kim have always shared a close relationship. In or about 2003, June and
4 Kim opened a joint account at Bank of America in which June deposited her social security
5 income and from which her bills were paid. June additionally deposited rents she received from a
6 rental property she owns in Anaheim, CA, which she rents to her son, Scott. Kim has never
7 contributed any funds to their joint account. When the account was opened, June explained to
8 Kim that she wanted a joint account with Kim so that Kim could assist her with paying her bills
9 and managing her finances should the need ever arise in the future. The statements for the joint
10 account were always mailed to June at the Kraft Avenue property. The first time Kim looked at
11 the financial activity of that account was after Kim moved in May of 2019. After noticing
12 suspicious transactions, in July of 2019, Kim requested and received several years of statements,
13 which she has been going through and turning over to investigators.

14 6. On December 27, 2005, June executed a Durable Healthcare Power of Attorney,
15 in which she designated Kim as her attorney-in-fact.⁵

16 7. In 2009, June married Rodney Gerald Yeoman. June and Mr. Yeoman remain
17 happily married, though their relationship has been complicated by June's cognitive decline and
18 Mr. Yeoman's recent health complications.

19 8. After their marriage, June and Rodney opened joint accounts at Chase Bank,
20 however, June also maintained her joint account with Kim at Bank of America.

21 9. On October 24, 2012, June consulted an attorney and executed a Durable
22 Financial Power of Attorney, in which she again designated Kim as her attorney-in-fact
23 notwithstanding her marriage to Mr. Yeoman.⁶ Upon information and belief, Mr. Yeoman
24

25 ⁴ A copy of the probate court Petition related to the Estate of Walter Tormala is attached hereto as
26 **Exhibit 4.**

27 ⁵ A copy of the December 27, 2005, Healthcare Power of Attorney is attached hereto as **Exhibit**
28 **5.**

⁶ A copy of the October 24, 2012, Power of Attorney is attached hereto as **Exhibit 6.**

1 designated his son-in-law, Richard Powell, as his attorney-in-fact.

2 10. Upon information and belief, in or about 2016, June was first noted in her medical
3 records as experiencing lapses of memory. June's memory and cognition have been in decline
4 ever since. In 2017, June was diagnosed with a degenerative neurological disorder. June has been
5 seeing specialists at the Cleveland Clinic's Luo Ruvo Center in Las Vegas for treatment. On
6 September 5, 2019, June's physician at the Luo Ruvo Center, Dr. Marwan Sabbagh, certified that
7 "Mrs. Jones has a degenerative neurological disorder resulting in impairment of memory,
8 judgment and other cognitive functions. She is not capable of handling her own affairs, including
9 medical, financial, and legal decisions, and requires a guardian."⁷ In lieu of guardianship,
10 though, Kim prefers to continue to serve as June's primary caregiver and attorney-in-fact. In fact,
11 Kim has not experienced any problems with any medical provider or financial institution
12 recognizing her authority as the attorney-in-fact.

13 11. Since their marriage, June and Mr. Yeoman resided together at the Kraft Avenue
14 property. However, in or about March of 2019, Mr. Yeoman went out to pick up dinner and
15 fainted. Mr. Yeoman, who is presently 86 years old, had to relocate to the Mayo Clinic in
16 Phoenix, Arizona, for medical treatment where he underwent a heart valve replacement, and is
17 currently receiving chemotherapy. Mr. Yeoman continues to reside at the Mayo Clinic in
18 Phoenix.

19 12. As a result of Mr. Yeoman's incident and emergency relocation to Phoenix, Kim
20 has attended to her mother's care. Contemporaneously, in or about March of 2019, Kim's sister,
21 Robyn, informed Kim that she had discovered on Zillow.com that June's Kraft Avenue property
22 had been sold on January 16, 2018. The sale was alarming because it appeared to have been sold
23 to Mr. Yeoman's daughter and son-in-law, Kandi and Richard Powell, for approximately
24 \$100,000 under market value.⁸

25
26
27 ⁷ See, September 5, 2019 Physician's certificate, attached hereto as **Exhibit 7**.

28 ⁸ A copy of the Zillow.com listing for the Kraft Avenue property is attached hereto as **Exhibit 8**.

1 13. In late March 2019 or early April 2019, Kim questioned her mother about the sale
2 of her home to Mr. Yeoman's daughter and son-in-law, however, June could not remember any
3 details about the sale and expressed her disbelief that the house had been sold.

4 14. Kim subsequently called Richard Powell and questioned him about the sale.
5 Richard admitted purchasing the property from June, but stated that he did so at June's request to
6 relieve her of the burden of making monthly mortgage payments. Richard denied that the sale
7 was under market, but stated that he had offered to pay off the mortgage while allowing June and
8 Mr. Yeoman to stay in the property for the rest of their lives without a mortgage payment or
9 paying rent. Richard's responses did not make any sense to Kim, and she pressed him for details,
10 which Richard refused to provide or lied to her. For instance, Kim questioned what Richard did
11 with the equity in the home, as June had been paying the mortgage since approximately 2003.
12 Kim confronted Richard with the fact that the property was originally acquired by June's former
13 fiancé, Walter, in 1996 for only approximately \$145,000. Accordingly, Kim demanded that
14 Richard provide an accounting of the sales proceeds and pay-off of any mortgage. At first
15 Richard agreed to provide such an accounting to Kim, but has since back-tracked, retained
16 counsel, and taken actions to obstruct Kim's investigation.

17 15. Upon information and belief, Richard Powell knowing June's condition, took
18 advantage of June, and exploited and unduly influenced June to sell the house to Richard and
19 Kandi Powell. Accordingly, Kim made a complaint and initiated an elder abuse investigation
20 with Nevada Adult Protective Services ("APS") and with the Las Vegas Metro Police Dept.'s
21 ("LVMPD") elder abuse detail.

22 16. Since Kim became informed of the details surrounding the sale of June's property
23 to Richard and Kandi Powell, Kim has utilized the power of attorney to obtain historical banking
24 records for June. Kim discovered a number of irregularities in the bank statements. For instance,
25 since June's marriage with Mr. Yeoman, June consistently wrote checks from the joint account
26 she established with Kim at Bank of America to her marital account with Mr. Yeoman to cover
27 the mortgage payment and the couple's joint living expenses. Notwithstanding, Kim discovered
28

1 various checks written from the June and Kim account that were signed by Mr. Yeoman or even
2 by Richard Powell, despite that neither of them have signatory authority on the account. Kim has
3 turned these records over to LVMPD and APS.

4 17. As recently as September 4, 2019, Kim discovered that Richard had utilized an
5 ATM card in June's name to debit \$1,000 from June and Kim's Bank of America account. This
6 occurred at an ATM in Las Vegas, while Kim was with her mother in Phoenix visiting with Mr.
7 Yeoman. Kim sent a text message demanding that Richard immediately reimburse the \$1,000.⁹
8 Richard responded that the money was for June's house payment in California, that Mr. Yeoman
9 had requested that Richard make the payment, and if Kim would provide proof that the house
10 payment had already been made, he would reimburse the funds.¹⁰ In fact, Kim had already
11 established an auto-debit from her and June's accounts to make the house payments. However,
12 Richard had no authority to access or initiate withdrawals from June and Kim's account (neither
13 did Mr. Yeoman), and Richard's offer to reimburse such money only upon his terms was absurd.

14 18. Further, Kim discovered that in or about November of 2017, Mr. Yeoman and
15 Richard Powell removed June from Mr. Yeoman and June's marital accounts at Chase Bank, and
16 made Richard Powell a joint-owner on such accounts with Mr. Yeoman. At the time June was
17 removed from the marital accounts, there was an approximate balance of \$41,000.

18 19. Upon information and belief, Mr. Yeoman's son, Richard Powell utilized a power
19 of attorney he holds for his father to initiate changes to Mr. Yeoman and June's Chase Bank
20 accounts for his own benefit and without any authority to act for or remove June's interests in the
21 accounts. Upon information and belief, Richard Powell has likewise unduly influenced and
22 exploited his father, or committed these acts without his father's knowledge.

23 20. Kim has recently uncovered evidence that in 2017, the loan on June's rental
24 property in Anaheim, CA, was refinanced. Kim is in the process of obtaining all of the
25 documents associated with the refinancing to determine the propriety of the same and ensure that
26

27 ⁹ A copy of the September 4, 2019 text message is attached hereto as **Exhibit 9**.

28 ¹⁰ See, **Exhibit 9**.

equity was not accessed to June's prejudice.

21. Contrary to Petitioner's allegations, Kim has taken actions consistently since March of 2019, when Petitioners first apprised Kim of their allegation that Richard Powell had benefitted from the sale of their mother's house, to provide for and protect June's health and financial interests. Paramount to Kim was securing her mother's person and healthcare and ensuring that she received the best care possible, before investigating allegations of financial misconduct by Mr. Yeoman's son-in-law, Richard Powell.

22. Kim moved in with her mother to provide care and support. Kim has attended visits with June's primary care provider and with specialists at the Luo Ruvo Center. Kim has facilitated travel with June to Phoenix so June could visit with Mr. Yeoman as he undergoes treatment. Kim has utilized her powers of attorney to discuss healthcare treatment options with June's physicians. Kim has used her power of attorney to obtain financial information to investigate and secure June's financial interests. Kim has retained counsel whom has sent correspondence to June's banks to demand that her accounts be restricted from unlawful access.¹¹ Kim's counsel has corresponded with Mr. Yeoman and Richard Powell, informing each of them that June is a vulnerable person as defined by NRS 41.1395, that their actions have interfered with June's caregiving from Kim, that they have unlawfully taken June's property for their own use and benefit and in disregard of June's interests, and to demand the immediate return of such property.¹² June's counsel has recently engaged in conferences with Richard Powell's counsel and has had productive settlement discussions. However, these settlement discussions have been hampered by this very Guardianship proceeding, as have Kim's options to immediately initiate an elder abuse lawsuit against Richard Powell should the settlement discussions sour.

23. Petitioners, however, spin a false narrative that Kim has been evicted or that she will be evicted by Richard Powell from June's residence, thus, leaving June without any

¹¹ See, August 1, 2019 letter from David Johnson, Esq., attached hereto as **Exhibit 10**.

¹² See, August 12, 2019 letter from Dara Goldsmith, Esq., attached hereto as **Exhibit 11**.

1 protection whatsoever and at Richard's complete mercy and whim. Petitioners drum up such
2 meritless allegations merely to portray Kim as powerless and ineffective. The reality is that
3 Petitioners second-guess all of Kim's actions to date in hindsight, and despite that Petitioners
4 were deliberately absent and non-communicative with Kim until only very recently.

5 24. In order to provide updates to her family, request assistance and that they try to
6 visit June, Kim sent emails to each of the Petitioners on July 26, 2019,¹³ August 16, 2019,¹⁴
7 September 5, 2019,¹⁵ and September 12, 2019,¹⁶ only the last of which was responded to by one
8 of the Petitioners.¹⁷

9 **C. ARGUMENT IN OPPOSITION TO THE CONTINUATION OF THE**
10 **TEMPORARY GUARDIANSHIP AND ESTABLISHMENT OF A GENERAL**
11 **GUARDIANSHIP.**

12 As set forth above, there is no basis to Petitioner's allegations that Kim's authority under
13 the power of attorney has been ineffective, or that June's interests are better protected by the
14 temporary appointment of Petitioners as Guardians. Moreover, Petitioners have not met their
15 burden of establishing the need for the extension of the appointment of temporary guardians of
16 the Person, as they do not demonstrate clear and convincing evidence "...that the proposed
17 protected person is unable to respond to a substantial and immediate risk of physical harm or to a
18 need for immediate medical attention." *See*, NRS 159.0523(5)(a) and (b). Other than June's
19 cognitive incapacity, Petitioners do not allege a single fact demonstrating clear and convincing
20 evidence of a substantial and immediate risk of physical harm or need for immediate medical
21 attention, nor do Petitioners demonstrate that June's healthcare needs are not being served. Here,
22 all of June's healthcare needs were being met and attended to by Kim as June's attorney-in-fact.

23 ¹³ *See*, email dated July 26, 2019, attached hereto as **Exhibit 12**.

24 ¹⁴ *See*, email dated August 16, 2019, attached hereto as **Exhibit 13**.

25 ¹⁵ *See*, email dated September 5, 2019, attached hereto as **Exhibit 14**.

26 ¹⁶ *See*, email dated September 12, 2019, attached hereto as **Exhibit 15**.

27 ¹⁷ *See*, **Exhibit 15**.

Petitioners do not dispute this.

Similarly, Petitioners have not met their burden of establishing the need for the extension of the appointment of temporary guardians of the Estate, as they do not demonstrate clear and convincing evidence "...that the proposed protected person is unable to respond to a substantial and immediate risk of financial loss." *See*, NRS 159.0525(5)(a) and (b). Petitioners only demonstrate that, at the time they filed their *ex parte* application, June had already suffered from exploitation and elder abuse by Richard Powell. Petitioners, however, fail to demonstrate any present risk of financial loss or exploitation. Rather, the evidence demonstrates that June is being protected by Kim as the power of attorney and that Kim is investigating and responding to the prior acts taken against June. Further, as June's attorney-in-fact, Kim has taken proactive action to restrict unlawful access to June's accounts,¹⁸ and has further engaged directly with Richard Powell and made demands that he return June's property forthwith. Moreover, June and Richard *via* their counsel have already engaged in settlement discussions on this front which may ultimately prove fruitful. If not, though, Kim has simultaneously been assisting with a criminal elder abuse investigation, and is prepared to initiate litigation as June's attorney-in-fact against Richard Powell for elder abuse.

Accordingly, there is currently no risk of harm or financial loss, and the prior acts are being investigated and addressed. Therefore, this Court should decline to extend the temporary guardianship. Rather, the only lingering issues concern the family dynamic between Kim and the Petitioners. In this regard, Kim's counsel and the Petitioners' counsel have had recent good faith discussions to implement a family plan of understanding outlining their commitments to each other, and jointly developing a care plan for June to be implemented by Kim as the attorney-in-fact. Kim believes it is a waste of this Court's resources and not within this Court's jurisdiction to supervise such an informal agreement and understanding between the family members where there are already functioning powers of attorney implemented by the Proposed Protected Person, and where Kim has already accepted to act as fiduciary in such healthcare and financial roles.

¹⁸ *See*, Exhibits 9, 10, and 11.

Accordingly, this Court should dismiss this proceeding outright.

**D. ALTERNATIVE COUNTER-PETITION TO APPOINT KIMBERLY JONES AS
TEMPORARY GUARDIAN.**

Alternatively, should the Court determine that the temporary guardianship should continue, this Court should revoke the Letters of Temporary Guardianship issued to Petitioners, and instead appoint Kim as the temporary guardian. June is entitled to preference that Kim should serve as guardian if the need is demonstrated. Moreover, Kim is entitled to preference as June's attorney-in-fact pursuant to NRS 159.0613, which provides, in relevant part, that:

1. Except as otherwise provided in subsection 3, in a proceeding to appoint a guardian for a protected person or proposed protected person, the court shall give preference to a nominated person or relative, in that order of preference:

(a) Whether or not the nominated person or relative is a resident of this State; and

(b) If the court determines that the nominated person or relative is qualified and suitable to be appointed as guardian for the protected person or proposed protected person.

2. In determining whether any nominated person, relative or other person listed in subsection 4 is qualified and suitable to be appointed as guardian for a protected person or proposed protected person, the court shall consider, if applicable and without limitation:

(a) The ability of the nominated person, relative or other person to provide for the basic needs of the protected person or proposed protected person, including, without limitation, food, shelter, clothing and medical care;

(b) Whether the nominated person, relative or other person has engaged in the habitual use of alcohol or any controlled substance during the previous 6 months, except the use of marijuana in accordance with the provisions of chapter 453A of NRS;

(c) Whether the nominated person, relative or other person has been judicially determined to have committed abuse, neglect, exploitation, isolation or abandonment of a child, his or her spouse, his or her parent or any other adult, unless the court finds that it is in the best interests of the protected person or proposed protected person to appoint the person as guardian for the protected person or proposed protected person;

(d) Whether the nominated person, relative or other person is incapacitated or has a disability; and

(e) Whether the nominated person, relative or other person has been convicted in this State or any other jurisdiction of a felony, unless the court determines that any such conviction should not disqualify the person from serving as guardian for the protected person or proposed protected person.

3. If the court finds that two or more nominated persons are qualified and suitable to be appointed as guardian for a protected person or proposed protected person, the court may appoint two or more nominated persons as co-guardians or shall give preference among them in the following order of preference:

(a) A person whom the protected person or proposed protected person nominated for the appointment as guardian for the protected person or proposed protected person in a will, trust or other written instrument that is part of the established estate plan of the protected person or proposed protected person and was executed by the protected person or proposed protected person while he or she was not incapacitated.

(b) A person whom the protected person or proposed protected person requested for the appointment as guardian for the protected person or proposed protected person in a request to nominate a guardian that is executed in accordance with NRS 159.0753.

4. Subject to the preferences set forth in subsections 1 and 3, the court shall appoint as guardian the qualified person who is most suitable and is willing to serve. In determining which qualified person is most suitable, the court shall, in addition to considering any applicable factors set forth in subsection 2, give consideration, among other factors, to:

(a) Any nomination or request for the appointment as guardian by the protected person or proposed protected person.

E. This Court should determine that Kim should be given preference to serve as temporary guardian as June is entitled to have her nominee serve as Guardian, and because June's power of attorney expresses that Kim should so serve as guardian.¹⁹

F. Kim requests that this Court authorize Kim to issue citations and notice of hearing of this Counter-Petition in the manner required by law to those entitled to notice, and that this Court set a date for a hearing of the foregoing Counter-Petition for appointment of Kim as temporary or general guardian of the Person and Estate.

G. The names and last known addresses of the Proposed Protected Person's relatives within the second degree of consanguinity and over the age of fourteen, so far as the Petitioner

¹⁹ See, Exhibits 5 and 6.

can determine, are as follows:

<u>Name</u>	<u>Address</u>
Kathleen June Jones	6277 Kraft Avenue, Las Vegas, Nevada 89130. c/o Maria L. Parra Sandoval, Esq., LEGAL AID CENTER OF SOUTHERN NEVADA, INC. 725 E. Charleston Blvd., Las Vegas, NV 89104
Robyn Friedman	c/o John P. Michaelson, Esq., MICHAELSON & ASSOCIATES, LTD. 2200 Paseo Verde Parkway, Suite 160 Henderson, NV 89052
Donna Simmons	c/o John P. Michaelson, Esq., MICHAELSON & ASSOCIATES, LTD. 2200 Paseo Verde Parkway, Suite 160 Henderson, NV 89052
Rodney Gerald Yeoman	2540 E. Harmon Ave. Las Vegas, NV 89102 Mayo Clinic Hospital 5777 E. Mayo Blvd. Phoenix, AZ 85054
Scott Simmons	1054 S. Verde Street Anaheim, CA 92805
Teri Butler	586 N. Magdalena Street Dewey, AZ 86327
Jen Adamo	14 Edgewater Dr. Magnolia, DE 19962
Jon Criss	804 Harksness Ln., Unit 3 Redondo Beach, CA 90278
Ryan O'Neal	112 Malvern Ave., Apt. E Fullerton, CA 92832
Tiffany O'Neal	177 N. Singingwood St., Unit 13 Orange, CA 92869
Samantha Simmons-Ihrig	Unknown

Cortney Simmons	765 Kimbark Ave. San Bernardino, CA 92407
Cameron Simmons	Unknown
Ampersand Man	c/o 2824 High Sail Ct. Las Vegas, NV 89117

WHEREFORE, Petitioner requests that this Court fix a day and time for a hearing on the foregoing Counter-Petition. Petitioner further requests that this Court enter an order as follows:

- a. That this Court revoke the letters of temporary guardianship;
- b. That this Court dismiss this Guardianship proceeding entirely;
- c. Alternatively, that this Court appoint Kimberly Jones to serve as temporary guardian of the Person and Estate; and
- d. For such other and further relief as the Court may deem just and proper.

DATED this 2nd day of October, 2019.

SOLOMON DWIGGINS & FREER, LTD.

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DIWIGONS & FREER
ATTORNEYS AT LAW

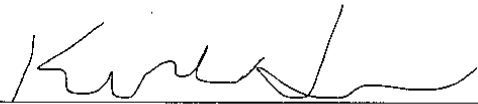


VERIFICATION

I, KIM JONES, declare under penalties of perjury of the State of Nevada:

That I am the Petitioner who makes the foregoing OPPOSITION TO PETITION FOR APPOINTMENT OF TEMPORARY AND GENERAL GUARDIAN OF THE PERSON AND ESTATE; ALTERNATIVELY, COUNTER-PETITION FOR APPOINTMENT OF KIMBERLY JONES AS TEMPORARY AND GENDERAL GUARDIAN OF THE PERSON AND ESTATE, that I have read said Ex Parte Application and Petitions and know the contents thereof; and that the same is true of my own knowledge except as to those matters stated on information and belief and, as to such matters, I believe them to be true.

DATED this 11th day of October, 2019.


KIMBERLY JONES

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 20 day of October, 2019, pursuant to NRCP 5(b), I caused a true and correct copy of the foregoing **OPPOSITION TO PETITION FOR APPOINTMENT OF TEMPORARY AND GENERAL GUARDIAN OF THE PERSON AND ESTATE; ALTERNATIVELY, COUNTER-PETITION FOR APPOINTMENT OF KIMBERLY JONES AS TEMPORARY AND GENERAL GUARDIAN OF THE PERSON AND ESTATE**, to be served to the following in the manner set forth below:

Via:

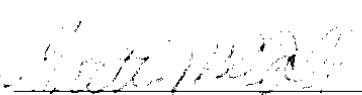
☐ Hand Delivery
☐ U.S. Mail, Postage Prepaid
☐ Certified Mail, Receipt No.: _____
☐ Return Receipt Request
☒ E-Service through Wiznet

John P. Michaelson, Esq.,
MICHAELSON & ASSOCIATES, LTD.
2200 Paseo Verde Parkway, Suite 160
Henderson, NV 89052
john@michaelsonlaw.com

Attorneys for Petitioners Robyn Friedman and Donna Simmons

Maria L. Parra Sandoval, Esq.
LEGAL AID CENTER OF SOUTHERN NEVADA, INC.
725 E. Charleston Blvd.,
Las Vegas, NV 89104
mparra@lacsns.org

Attorney for Kathleen Jones, Adult Protected Person



An employee of SOLOMON DWIGGINS & FREER, LTD.

EXHIBIT “1”

EXHIBIT “1”

Fly On the Wall

Supervision – Education – Observation

Background/Experience:

Education

STATE UNIVERSITY, FULLERTON

Master of Science, Gerontology

Bachelor of Science, Human Services

License: State of California RCFE Administrator - License #5570687740

California Department of Aging, Long-Term Care Ombudsman

Certified Nurse Assistant, State of California – License #00667714

Elder Mediation Certification, Pepperdine University

Experience:

2016 - Current: **Conflict Resolution Mediator, Orange County Court System**

Handling of case conflicts through the Conflict Resolution Institution,
Orange County Courts

2015- Current: **State of California, Domestic Violence Counselor**

Interview and assist Domestic Violence victims through the Court process

2014 - Current: **Elder Mediation**

Assist attorneys with mediation between the family of elders and the
legal system

2014 - Current: **Professional Supervised Visitation Monitor**

Orange County Family Court Approved

24 hours Required Training

Handled 450 cases

May 2009-June 2012 **DIRECTOR OF SOCIAL SERVICE**, SNF, CA

Develop and administer policy and processes to maintain compliance with State
and Federal regulations of 300-bed SNF. Lead Interdisciplinary Team in the im-

plementation of measurable quality improvement initiatives. Accurately assess/coordinate admissions, ensure environment to attain and maintain the highest physical, mental, and psychosocial autonomy. Communicate mission, programs and services thru sustained public relations/marketing. Recruit, hire and educate employees to reflect effective production and budgetary strategies emphasizing maximum desired outcome of individualized plan of care. Establish service oriented relations with resident/family that champions continuity and consistency in delivery and quality of services that enhance dignity and respect.

By Kimberly Jones, Professional Monitor

EXHIBIT “2”

EXHIBIT “2”

STATE OF NEVADA
DECLARATION OF VALUE

2007-01-30
0167

1. Assessor's Parcel Number(s)
2. Legal Description
3. Subdivided
4. Other

5. Type of Property
a. ☐ Vacant Land b. ☒ Single-Family Res.
c. ☐ Commercial d. ☐ Multi-Family
e. ☐ Apt. Bldg. f. ☐ Condominium
g. ☐ Agricultural h. ☐ Mobile Home
i. ☐ Other

FOR RECORDERS OPTIONAL USE ONLY
Document/Instrument #
Book Page
Date of Recording
Notes

6. Total Value/Market Price of Property
Does it include Foreclosure Only Value of property?
Transfer Tax Value
Real Property Transfer Tax Due

0.125 127,000.00
0.125 127,000.00 (Calculated)
0.125 127,000.00

7. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.030, Section
b. Explain Reason for Exemption
c. Partial Interest: Percentage Being Transferred

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.030 and NRS 375.031 that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity _____
Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION (REQUIRED) BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name _____ Print Name _____
Address _____ Address _____
City _____ City _____
State _____ State _____

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)
Print Name _____ EQUITY TITLE LLC Escrow # 01-22-8503
Address _____
City _____ Las Vegas, NV 89103 Zip _____

(AG - PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

1875

2007-01-30
01:49

WALTER H. GORNALL, A SINGLE PERSON

WALBERI, H/ ARRAJAL/ AND/ DEFI/ ADHEB/ / PESSAND/ AND/ NEEF/

2. Covenants, Conditions, Reservations, Rights, Rights of Way and Easements now of record

IN WITNESS WHEREOF, I do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the County of Los Angeles, California.

January 1, 2002

and this 23rd day of

WALTER W. TORMALA

COUNTY OF CLARK COUNTY



NOTARY PUBLIC
STATE OF NEVADA
County of Clark
P. EASON
App# No 99-49402-1
Exp 09/25/2002

WALTER W. TURMALA

Signature _____

ORDER NO. 01228503

Equity Title of Nevada
WHEN RECORDED MAIL TO:

MAIL TAX STATEMENTS TO:

WALTER W. TORNALA, ETAL
5277 KRAFT AVENUE
LAS VEGAS, NV 89130

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF

19. $\frac{1}{2} \ln 2$

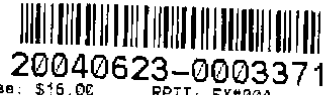
OFFICIAL RECORDS

BOOK . (99) 75 INST. 8126

1966 1967 1968 1969 1970 1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 2516 2517 2518 2519 2520 2521 2522 2523 2524 2525 2526 2527 2528 2529 2530 2531 2532 2533 2534 2535 2536 2537 2538 2539 2540 2541 2542 2543 2544 2545 2546 2547 2548 2549 2550

EXHIBIT “3”

EXHIBIT “3”



20040623-0003371
Fee: \$16.00 RPTT: EX#004
06/23/2004 12:55:10 T20040044146
Req: NEVADA LEGAL FORMS & BOOKS INC
Frances Deane
Clark County Recorder Pgs: 3

APN: 138-02-511-076
Recording requested by and mail documents and
tax statements to:
Name: JUNE JONES
Address: 6277 KRAFT AVENUE
City/State/Zip: LAS VEGAS, NEVADA 89130
DED104
Nevada Legal Forms & Books, Inc. (702) 870-8977
www.legalformsrus.com

3

RPTT: 4

QUITCLAIM DEED

THIS INDENTURE WITNESS That the GRANTOR(S):

WALTER W. TORMALA, A SINGLE PERSON AND JUNE JONES, A SINGLE
PERSON AS JOINT TENANTS

for and in consideration of ONE DOLLAR Dollars (\$ 1.00)
do hereby QUITCLAIM the right, title and interest, if any, which GRANTOR may have in all that real
property, the receipt of which is hereby acknowledged, to the GRANTEE(S):

JUNE JONES, AN UNMARRIED WOMAN

all that real property situated in the City of LAS VEGAS County of CLARK
State of NEVADA bounded and described as follows: (Set forth legal description
and commonly known address)

COMMONLY KNOWN ADDRESS:
6277 KRAFT AVENUE, LAS VEGAS, NEVADA

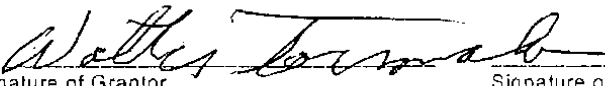
WARNING: THE COUNTY RECORDER MAY CHARGE AN ADDITIONAL FEE IF YOU
WRITE WITHIN THE 1" MARGINS OF THIS DOCUMENT OR VIOLATE ANY OTHER
RECORDING REQUIREMENTS IMPOSED BY YOUR COUNTY RECORDER.

LEGAL DESCRIPTION:

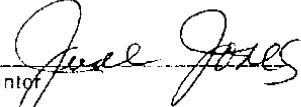
LOT THIRTY-TWO (32) IN BLOCK "B" OF EAGLE TRACE, AS SHOWN BY
MAP THEREOF ON FILE IN BOOK 67 OF PLATS, PAGE 50 IN THE OFFICE
OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA

Together with all and singular hereditament and appurtenances thereunto belonging or in any way
appertaining to.

In Witness Whereof, I/We have hereunto set my hand/our hands on 22 day of JUNE,
20 04



Signature of Grantor
WALTER W. TORMALA



Signature of Grantor
JUNE JONES

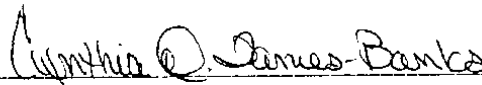
Signature of Grantor

Signature of Grantor

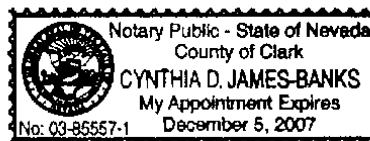
STATE OF NEVADA)
COUNTY OF CLARK)

On this 21 day of JUNE, 2004, appeared before me, a Notary
Public, WALTER W. TORMALA AND JUNE JONES-----

personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above
instrument, who acknowledged that he/she/they executed the instrument for the purposes therein
contained.



Notary Public



My commission expires: Dec 5, 2007

Consult an attorney if you doubt this forms fitness for your purpose.

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

a) 138-02-511-076
b) _____
c) _____
d) _____

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

FOR RECORDER'S OPTIONAL USE ONLY	
Book _____	Page _____
Date of Recording: _____	
Notes: _____	

3. Total Value/Sales Price of Property \$ 0.00
Deed in Lieu of Foreclosure Only (value of property) (0.00)
Transfer Tax Value: \$ 0.00
Real Property Transfer Tax Due \$ 0.00

4. IF EXEMPTION CLAIMED:

a. Transfer Tax Exemption per NRS 375.090, Section 4
b. Explain Reason for Exemption:

TRANSFER TO REMOVE CO-OWNER

5. Partial Interest: Percentage being transferred: 100 %

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

Signature Walter W. Tormala Capacity GRANTOR

Signature June Jones Capacity GRANTEE

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print name: WALTER W. TORMALA

Print name: JUNE JONES

Address: 6277 KRAFT AVENUE

Address: 6277 KRAFT AVENUE

City: LAS VEGAS

City: LAS VEGAS

State: NEVADA

Zip: 89130

State: NEVADA

Zip: 89130

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

Print Name: NEVADA LEGAL FORMS & BOOKS, INC.

Escrow # _____

Address: 3901 WEST CHARLESTON BOULEVARD

City: LAS VEGAS

State: NEVADA

Zip: 89102

AN ADDITIONAL RECORDING FEE OF \$1.00 WILL APPLY FOR EACH DECLARATION
OF VALUE FORM PRESENTED TO CLARK COUNTY, EFFECTIVE JUNE 1, 2004.

3371

EXHIBIT “4”

EXHIBIT “4”

ORIGINAL

FILED

JUN 7 2 07 PM '07

CLERK OF THE COURT

PET

June Jones

Name

6277 Kraft Ave.

Address

Las Vegas, NV 89130

City, State, Zip Code

(702) 655-7919 / 612-8160

Telephone Number

IN PROPER PERSON

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Estate of

Walter Tormala

Deceased.

Case No.: No. P

60372

Probate Department

EX PARTE PETITION FOR ORDER FOR CREMATION

DATE: N/A

TIME: N/A

TO: DISTRICT COURT, CLARK COUNTY, NEVADA:

June Jones

Petitioner, appearing in Proper Person, respectfully alleges,

and shows as follows:

1. Petitioner is the fiance of Decedent Walter Tormala and resides at 6277 Kraft Ave., Las Vegas, NV 89130

2. Decedent died on 10.6.07 in Clark County; and, on the date of death, Decedent was a resident of Clark County, Nevada.

3. The names, ages, relationships and residence addresses of the devisees, legatees, heirs and next-of-kin of Decedent are:

none

© Clark County Civil Law Resource Center 2006 ALL RIGHTS RESERVED 0822 Probate and Administration of Estates

JUN -7 2007
CLERK OF THE COURT

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Name

Age & Relationship

Address

none

4. Petitioner is Decedent's closest living relation and/or personal representative and has a right to control the disposition of the Decedent's human remains.

5. There are no objections to cremation of the Decedent's human remains.

WHEREFORE, Petitioner prays:

1. That the Court make and enter its order directing cremation of the human remains of Decedent, Walter Tormala; and

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

DATED this 7 day of June 2007.

Submitted by:

Signature

Print Name

IN PROPER PERSON

1
2 **VERIFICATION**

3 STATE OF NEVADA)
4 COUNTY OF CLARK) ss,
5)

6 June Jones, being first duly sworn, declares under
7 penalty of perjury as follows:

8 I am the Petitioner in the above-entitled action. I have read the foregoing Ex
9 Parte Petition For Order For Cremation, and know the contents thereof. The Petition is
10 true of my own knowledge except as to those matters that are stated on information and
11 belief, and as to those matters, I believe them to be true.

12 DATED this 7 day of June, 2007.

13
14 June Jones
(SIGNATURE)

15 Subscribed and sworn to before me
16 This ____ day of ____, 20 ____.

17
18 NOTARY PUBLIC

19
20 **ACKNOWLEDGEMENT**

21 On this ____ day of ____, 20 __, before me, the undersigned Notary Public in
22 and for said county and state, personally appeared ____
23 known to me or proved to be, the person described in and who acknowledged to me
24 that ____ executed the foregoing instrument, and who acknowledges to me that ____
25 executed the same freely and voluntarily and for the uses and purposes mentioned
26 therein.

27
28 NOTARY PUBLIC

EXHIBIT “5”

EXHIBIT “5”

DURABLE POWER OF ATTORNEY
for Health Care Decisions pursuant to NRS 449.830
WARNING TO PERSONS EXECUTING THIS DOCUMENT

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

1. THIS DOCUMENT GIVES THE PERSON YOU DESIGNATE AS YOUR ATTORNEY-IN-FACT THE POWER TO MAKE HEALTH CARE DECISIONS FOR YOU. THIS POWER IS SUBJECT TO ANY LIMITATIONS OF YOUR DESIRES THAT YOU INCLUDE IN THIS DOCUMENT. THE POWER TO MAKE HEALTH CARE DECISIONS FOR YOU MAY INCLUDE CONSENT, REFUSAL OF CONSENT, OR WITHDRAWAL OF CONSENT TO ANY CARE, TREATMENT, SERVICE, OR PROCEDURE TO MAINTAIN, DIAGNOSE, OR TREAT A PHYSICAL OR MENTAL CONDITION. YOU MAY STATE IN THIS DOCUMENT ANY TYPES OF TREATMENT OR PLACEMENTS THAT YOU DO NOT DESIRE.
2. THE PERSON YOU DESIGNATE IN THIS DOCUMENT HAS A DUTY TO ACT CONSISTENT WITH YOUR DESIRES AS STATED IN THIS DOCUMENT OR OTHERWISE MADE KNOWN OR, IF YOUR DESIRES ARE UNKNOWN, TO ACT IN YOUR BEST INTERESTS.
3. EXCEPT AS YOU OTHERWISE SPECIFY IN THIS DOCUMENT, THE POWER OF THE PERSON YOU DESIGNATE TO MAKE HEALTH CARE DECISIONS FOR YOU MAY INCLUDE THE POWER TO CONSENT TO YOUR DOCTOR NOT GIVING TREATMENT OR STOPPING TREATMENT WHICH WOULD KEEP YOU ALIVE.
4. UNLESS YOU SPECIFY A SHORTER PERIOD IN THIS DOCUMENT, THIS POWER WILL EXIST INDEFINITELY FROM THE DATE YOU EXECUTE THIS DOCUMENT AND, IF YOU ARE UNABLE TO MAKE HEALTH CARE DECISIONS FOR YOURSELF, THIS POWER WILL CONTINUE TO EXIST UNTIL THE TIME WHEN YOU BECOME ABLE TO MAKE HEALTH CARE DECISIONS FOR YOURSELF.
5. NOTWITHSTANDING THIS DOCUMENT, YOU HAVE THE RIGHT TO MAKE MEDICAL AND OTHER HEALTH CARE DECISIONS FOR YOURSELF SO LONG AS YOU CAN GIVE INFORMED CONSENT WITH RESPECT TO THE PARTICULAR DECISION. IN ADDITION, NO TREATMENT MAY BE GIVEN TO YOU OVER YOUR OBJECTION, AND HEALTH CARE NECESSARY TO KEEP YOU ALIVE MAY NOT BE STOPPED IF YOU OBJECT.
6. YOU HAVE THE RIGHT TO REVOKE THE APPOINTMENT OF THE PERSON DESIGNATED IN THIS DOCUMENT TO MAKE HEALTH CARE DECISIONS FOR YOU BY NOTIFYING THAT PERSON OF THE REVOCATION ORALLY OR IN WRITING.
7. YOU HAVE THE RIGHT TO REVOKE THE AUTHORITY GRANTED TO THE PERSON DESIGNATED IN THIS DOCUMENT TO MAKE HEALTH CARE DECISIONS FOR YOU BY NOTIFYING THE TREATING PHYSICIAN, HOSPITAL, OR OTHER PROVIDER OF HEALTH CARE ORALLY OR IN WRITING.
8. THE PERSON DESIGNATED IN THIS DOCUMENT TO MAKE HEALTH CARE DECISIONS FOR YOU HAS THE RIGHT TO EXAMINE YOUR MEDICAL RECORDS AND TO CONSENT TO THEIR DISCLOSURE UNLESS YOU LIMIT THIS RIGHT IN THIS DOCUMENT.
9. THIS DOCUMENT REVOKES ANY PRIOR DURABLE POWER OF ATTORNEY FOR HEALTH CARE.
10. IF THERE IS ANYTHING IN THIS DOCUMENT THAT YOU DO NOT UNDERSTAND, YOU SHOULD SEEK COMPETENT LEGAL COUNCIL.

1. DESIGNATION OF HEALTH CARE AGENT

I, JUNE JONES, do hereby designate and appoint KIMBERLY JONES of 567 E. Main St., Ada, Oklahoma Co. 73802, phone number (714) 974-4701 as my attorney-in-fact to make health care decisions for me as authorized in this document.

2. CREATION OF DURABLE POWER OF ATTORNEY FOR HEALTH CARE

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

3. GENERAL STATEMENT OF AUTHORITY GRANTED

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

4. SPECIAL PROVISIONS AND LIMITATIONS

NOTE: (Your attorney-in-fact is not permitted to consent to any of the following: commitment to or placement in a mental health treatment facility, convulsive treatment, psychosurgery, sterilization, or abortion. If there are any other types of treatment or placement that you do not want your attorney-in-fact's authority to give consent for or other restrictions you wish to place on his or her attorney-in-fact's authority, you should list them in the space below. If you do not write any limitations, your attorney-in-fact will have the broad powers to make health care decisions on your behalf which are set forth in paragraph 3, except to the extent that there are limits provided by law.)

In exercising the authority under this durable power of attorney for health care, the authority of my attorney-in-fact is subject to the following special provisions and limitations: _____

5. DURATION

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

6. STATEMENT OF DESIRES

NOTE: (With respect to decisions to withhold or withdraw life-sustaining treatment, your attorney-in-fact must make health care decisions that are consistent with your known desires. You can, but are not required to, indicate your desires below. If your desires are unknown, your attorney-in-fact has the duty to act in your best interests; and, under some circumstances, a judicial proceeding may be necessary so that a court can determine the health care decision that is in your best interests. If you wish to indicate your desires, you may INITIAL the statement or statements that reflect your desires and/or write your own statements in the space below.)

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

- ☒ 1. I desire that my life be prolonged to the greatest extent possible, without regard to my condition, the chances I have for recovery or long-term survival, or the cost of the procedures.
- ☒ 2. If I am in a coma which my doctors have reasonable concluded is irreversible, I desire that life-sustaining or prolonging treatments not be used. (Also should utilize provisions of NRS [449.610 et seq.] 449.540 to 449.690, inclusive, and sections 2 to 12, inclusive, of this act if this subparagraph is initiated.)
- ☐ 3. If I have an incurable or terminal condition or illness and no reasonable hope of long-term recovery or survival, I desire that life sustaining or prolonging treatments not be used. (Also should utilize provisions of NRS [449.610 et seq.] 449.540 to 449.690, inclusive, and sections 2 to 12, inclusive, of this act if this subparagraph is initiated.)
- ☒ 4. I direct my attending physician not to withhold or withdraw artificial nutrition and hydration by way of the gastrointestinal tract if such a withholding or withdrawal would result in my death by starvation or dehydration.
- ☐ 5. I do not desire treatment to be provided and/or continued if the burdens of the treatment outweigh the expected benefits. My attorney-in-fact is to consider the relief of suffering, and the quality as well as the extent of the possible extension of my life.

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

Other or Additional Statements of Desires:

DO NOT wish to DONATE ANY + ALL ORGANS, + OR TISSUE

7. DESIGNATION OF ALTERNATE ATTORNEY-IN-FACT.

NOTE: (You are not required to designate any alternative attorney-in-fact but you may do so. Any alternative attorney-in-fact you designate will be able to make the same health care decisions as the attorney-in-fact designated in paragraph 1, page 2, in the event that he or she is unable or unwilling to act as your attorney-in-fact. Also, if the attorney-in-fact designated in paragraph 1 is your spouse, his or her designation as your attorney-in-fact is automatically revoked by law if your marriage is dissolved.)

If the person designated in paragraph 1 as my attorney-in-fact is unable to make health care decisions for me, then I designate the following persons to serve as my attorney-in-fact to make health care decisions for me as authorized in this document, such persons to serve in the order listed below:

A. FIRST ALTERNATE ATTORNEY-IN-FACT:

First Alternate Name: _____, of _____, phone number _____

B. SECOND ALTERNATE ATTORNEY-IN-FACT:

Second Alternate Name: _____, of _____, phone number _____

8. PRIOR DESIGNATIONS REVOKED.

I revoke any prior durable power of attorney for health care.

YOU MUST DATE AND SIGN THIS POWER OF ATTORNEY

I sign my name to this Durable Power of Attorney for Health care on this 27 day of Dec, 2005, in the City of Las Vegas, in the County of Clark, State of Nevada.

Frank Jones
Signature of Declarant

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

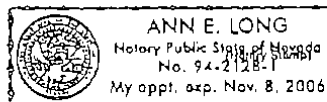
CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Nevada)
County of Clark) ss.

On this 27 day of December, in the year 2005, before me, Ann E. Long, a Notary Public, personally appeared Frank Jones, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it. I declare under penalty of perjury that the person whose name is ascribed to this instrument appears to be of sound mind and under no duress, fraud, or undue influence.

WITNESS my hand and Official Seal

Ann E. Long
Signature of Notary



STATEMENT OF WITNESSES

Note: You should carefully read and follow this witnessing procedure. This document will not be valid unless you comply with the witnessing procedure.

If you elect to use witnesses instead of having this document notarized you must use two qualified adult witnesses.

NONE OF THE FOLLOWING MAY BE USED AS WITNESSES:

- A person you designate as the Attorney-In-Fact
- A provider of health care
- An employee of a provider of health care
- The operator of a health care facility
- An employee of an operator of a health care facility

At least one witness **MUST** make the additional declaration set out following the place where the witnesses signed.

I DECLARE UNDER PENALTY OF PERJURY THAT THE PRINCIPAL IS PERSONALLY KNOWN TO ME, THAT THE PRINCIPAL SIGNED OR ACKNOWLEDGED THIS DURABLE POWER OF ATTORNEY IN MY PRESENCE, THAT THE PRINCIPAL APPEARS TO BE OF SOUND MIND AND UNDER NO DURESS, FRAUD OR UNDUE INFLUENCE, THAT I AM NOT THE PERSON APPOINTED AS ATTORNEY-IN-FACT BY THIS DOCUMENT, AND THAT I AM NOT A PROVIDER OF HEALTH CARE, AN EMPLOYEE OF A PROVIDER OF HEALTH CARE, THE OPERATOR OF A COMMUNITY CARE FACILITY, NOR AN EMPLOYEE OF AN OPERATOR OF A HEALTH CARE FACILITY.

Dated: _____

Signature: _____ Address: _____

Print Name: _____

Signature: _____ Address: _____

Print Name: _____

At least one of the above witnesses must also sign the following declaration

I DECLARE UNDER PENALTY OF PERJURY THAT I AM NOT RELATED TO THE PRINCIPAL BY BLOOD, MARRIAGE OR ADOPTION, AND TO THE BEST OF MY KNOWLEDGE I AM NOT ENTITLED TO ANY PART OF THE ESTATE OF THE PRINCIPAL UPON THE DEATH OF THE PRINCIPAL UNDER A WILL NOW EXISTING OR BY OPERATION OF LAW.

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Copies: You should retain an executed copy of this document and give one to your attorney-in-fact. The Power of Attorney should be available so a copy may be given to your providers of health care.

POA130mk

Nevada Legal Forms and Books, Inc. (702) 870-8977
3901 West Charleston Boulevard
Las Vegas, Nevada 89102
www.legalformsnv.com

© 2000 Consult an attorney if you doubt this form's fitness for your purpose.

EXHIBIT “6”

EXHIBIT “6”

STATUTORY FORM POWER OF ATTORNEY

PRINCIPAL: *Lune Jones*

1. DESIGNATION OF AGENT: I do hereby designate and appoint: *Kimberly S. Jones*

as my agent to make decisions for me and in my name, place and stead and for my use and benefit and to exercise the powers as authorized in this document.

2. DESIGNATION OF ALTERNATE AGENT.

(You are not required to designate any alternative agent but you may do so. Any alternative agent you designate will be able to make the same decisions as the agent designated above in the event that he or she is unable or unwilling to act as your agent. Also, if the agent designated in paragraph 1 is your spouse, his or her designation as your agent is automatically revoked by law if your marriage is dissolved.)

If my agent is unable or unwilling to act for me, then I designate the following person(s) to serve as my agent as authorized in this document, such person(s) to serve in the order listed below:

A. First Alternative Agent *Scott Simmons*

B. Second Alternative Agent

3. OTHER POWERS OF ATTORNEY.

This Power of Attorney is intended to, and does, revoke any prior Power of Attorney for financial matters I have previously executed.

4. NOMINATION OF GUARDIAN.

If, after execution of this Power of Attorney, incompetency proceedings are initiated either for my estate or my person, I hereby nominate as my guardian or conservator for consideration by the court my agent herein named, in the order named.

5. GRANT OF GENERAL AUTHORITY.

I grant my agent and any successor agent(s) general authority to act for me with respect to the following subjects:

(INITIAL each subject you want to include in the agent's general authority. If you wish to grant general authority over all of the subjects you may initial "All Preceding Subjects" instead of initialing each subject.)

- ☐ Real Property
- ☐ Tangible Personal Property
- ☐ Stocks and Bonds
- ☐ Commodities and Options
- ☐ Banks and Other Financial Institutions
- ☐ Safe Deposit Boxes
- ☐ Operation of Entity or Business
- ☐ Insurance and Annuities
- ☐ Estates, Trusts and Other Beneficial Interests
- ☐ Legal Affairs, Claims and Litigation
- ☐ Personal Maintenance
- ☐ Benefits from Governmental Programs or Civil or Military Service
- ☐ Retirement Plans
- ☐ Taxes
- ☒ All Preceding Subjects

6. GRANT OF SPECIFIC AUTHORITY.

My agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your agent.)

- ☐ Create, amend, revoke or terminate an inter vivos, family, living, irrevocable or revocable trust
- ☐ Make a gift, subject to the limitations of NRS and any special instructions in this Power of Attorney
- ☐ Create or change rights of survivorship
- ☐ Create or change a beneficiary designation
- ☐ Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan
- ☐ Exercise fiduciary powers that the principal has authority to delegate
- ☐ Disclaim or refuse an interest in property, including a power of appointment

7. LIMITATION ON AGENT'S AUTHORITY.

An agent that is not my spouse MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

8. SPECIAL INSTRUCTIONS OR OTHER OR ADDITIONAL AUTHORITY GRANTED TO AGENT:

9. DURABILITY AND EFFECTIVE DATE.

☒ DURABLE. This Power of Attorney shall not be affected by my subsequent disability or incapacity.

☐ SPRINGING POWER. I wish to have this Power of Attorney become effective on my incapacity. It is my intention and direction that my designated agent, and any person or entity that my designated agent may transact business with on my behalf, may rely on a written medical opinion issued by a licensed medical doctor stating that I am disabled or incapacitated, and incapable of managing my affairs,

and that said medical opinion shall establish whether or not I am under a disability for the purpose of establishing the authority of my designated agent to act in accordance with this Power of Attorney.

☒ NON SPRINGING POWER. I wish to have this Power of Attorney become effective immediately upon my execution of the document.

☐ TERMINATION: I wish to have this Power of Attorney end at my death.

10. THIRD PARTY PROTECTION.

Third parties may rely upon the validity of this Power of Attorney or a copy and the representations of my agent as to all matters relating to any power granted to my agent, and no person or agency who relies upon the representation of my agent, or the authority granted by my agent, shall incur any liability to me or my estate as a result of permitting my agent to exercise any power unless a third party knows or has reason to know this Power of Attorney has terminated or is invalid.

11. RELEASE OF INFORMATION.

I agree to, authorize and allow full release of information, by any government agency, business, creditor or third party who may have information pertaining to my assets or income, to my agent named herein.

12. SIGNATURE AND ACKNOWLEDGMENT. YOU MUST DATE AND SIGN THIS POWER OF ATTORNEY. THIS POWER OF ATTORNEY WILL NOT BE VALID UNLESS IT IS ACKNOWLEDGED BEFORE A NOTARY PUBLIC.

I sign my name to this Power of Attorney on _____ (date).

Jane Jones

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of NEVADA

}
} ss.

County of CLARK

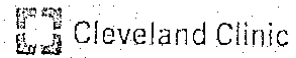
On this 24th day of Oct 2012 before me, a Notary Public, personally appeared JUNE JONES personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he or she executed it. I declare under penalty of perjury that the person whose name is ascribed to this instrument appears to be of sound mind and under no duress, fraud or undue influence.



[Signature]
NOTARY PUBLIC

EXHIBIT “7”

EXHIBIT “7”



Lou Ruvo Center for Brain Health
888 West Bonneville Avenue
Las Vegas, NV 89106
Phone: (702) 483-6000
Fax: (702) 483-6039

September 5, 2019

Re: June Jones

To whom it may concern:

June Jones has been seen for neurological evaluation at the Lou Ruvo Center for Brain Health. Mrs. Jones has a degenerative neurological disorder resulting in impairment of memory, judgment and other cognitive functions. She is not capable of handling her own affairs, including medical, financial, and legal decisions, and requires a guardian.

Sincerely,

A handwritten signature in black ink, appearing to read 'MS', enclosed within a large, loopy circular flourish.

Marwan Sabbagh, MD

EXHIBIT “8”

EXHIBIT “8”

Cooling: Central

See More Facts and Features

Home Value

Zestimate
\$314,066

Zillow Offer
 Get your Zillow Offer



ZESTIMATE RANGE
 \$298,000
 -
 \$330,000



LAST 30 DAY CHANGE
 -\$1,757
 (-0.6%)

Zestimate history & details

Price / Tax History

[Price History](#)
[Tax History](#)

DATE	EVENT	PRICE		\$/SQFT	SOURCE
1/16/2018	Sold	\$212,083	+46.3%	\$106	Public Record
12/24/1996	Sold	\$145,000		\$72	Public Record

Report issue with price history

Neighborhood: No...

Home Expenses

Nearby Schools in ...

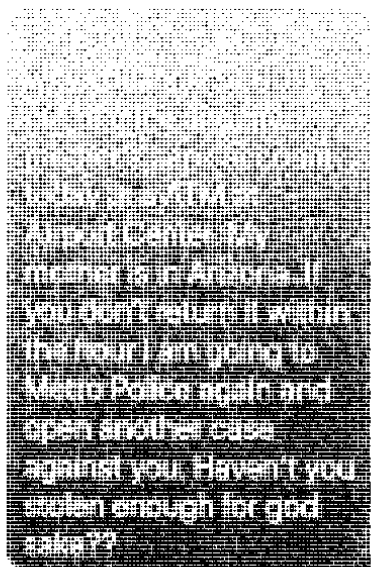
EXHIBIT “9”

EXHIBIT “9”



Dick Powell

Wed, Sep 4, 3:09 PM



The money was for
June's house pmt in
California if you can
show me you already pd





Dick Powell

show me you already pd
that I will put it back

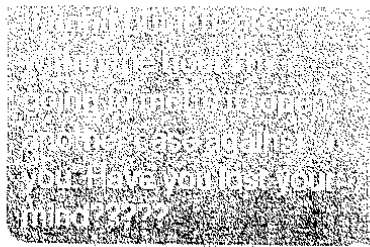
Gerry ask me to take
care of it

It already has been paid
and frankly it's none of
your business.
Secondly, you better
stay out of my account
you have no right
withdrawing from it
you're not an authorized
signer on the account
and you're breaking the
law. I'm not gonna tell
you again, you are not
authorized to use that
account for any reason.
It don't put it back.





Dick Powell



If you show me proof
 you made the payment I
 will put it back your
 mother and Gerry ask
 me to do this so it was
 not stolen
 So do what you have to
 do

Sat, Sep 14, 8:10 PM

What did you do with
 the \$1,000 you
 withdrew from mine and



EXHIBIT “10”

EXHIBIT “10”



LAW OFFICES
JOHNSON & JOHNSON

1160 NORTH TOWN CENTER DRIVE, SUITE 390
LAS VEGAS, NEVADA 89144
PHONE: (702) 384-2830
FAX: (702) 385-3059

CHARLES WILLIAM JOHNSON*
DAVID CHARLES JOHNSON**
RYAN DAVID JOHNSON

WEBSITE: WWW.JOHNSONLEGAL.COM
EMAIL: DCJ@JOHNSONLEGAL.COM
EMAIL: RDJ@JOHNSONLEGAL.COM

1931-2011*
ALSO LICENSED IN CALIFORNIA**

August 1, 2019

Chase Bank
9350 Sun City Boulevard
Las Vegas, Nevada 89134

Via Certified Mail; Email: lindi.j.behnke@chase.com and regular US Mail

Re: June Jones
Account No. 000000130618959

To Whom It May Concern:

Please be advised that our firm represents Kimberly Jones, Attorney-in-Fact under that certain Statutory Power of Attorney executed by June Jones (as Principal) on October 24, 2012, as copy of which is attached hereto.

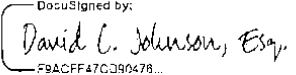
On information and belief, June Jones was an owner of the above-referenced account until October 2017 when her name was removed in your branch. It is the contention of my client that June Jones was seriously incapacitated at the time she visited the bank and was legally incapable of removing her name.

Notice is hereby given, pursuant to NRS 111.813(2) that Kimberly Jones, Agent for June Jones has a claim to the above-referenced accounts. Therefore, no distributions should be made to anyone except to Kimberly Jones, in her capacity as Attorney-in-Fact, or as directed in a proper Court Order.

Any such distributions may subject your financial institution to liability and indemnification of the Trust for legal fees, damages, and other monetary costs relating to this matter.

If you have any questions regarding the contents of this letter, please contact me.

Sincerely,
JOHNSON & JOHNSON

DocuSigned by:

F9ACFF47C390478...
DAVID C. JOHNSON, ESQ.

DCJ/vgk
Enclosure
cc: Kimberly Jones, Atty in Fact (via email)

EXHIBIT “11”

EXHIBIT “11”

GOLDSMITH & GUYMON

A Professional Law Corporation

Dara J. Goldsmith, Esq. ★
Marjorie A. Guymon, Esq. ★★
Laura Johns-Bollhouse, Esq. ★★★
John F. Schneringer, Esq.

Also admitted in Arizona, California & Hawaii ★
Also admitted in Utah ★★
Also admitted in Idaho ★★★

August 12, 2019

Rodney Gerald Yeoman
c/o Dick and Kandi Powell
2540 E. Harmon Ave.,
Las Vegas, NV 89121

Re: June Jones
Our Matter No. 4840-1

Dear Mr. Yeoman,

Kimberly Jones has retained this office to attempt to come to a resolution regarding the care of her mother, June Jones. As you will recall, due to your infirmity, you were unable to care for June who has a diagnosis of Dementia and requires full-time care. Kimberly came out here some four months ago and was, up until recently, acting as June's full-time care provider while you moved in with your children so they could assist you with your needs. During this time, Kimberly had been in regular communication with you and your children and brought June over to visit you whenever desired. Unfortunately, after the last time she brought June over to you, you and your children refused to allow June to return to her home with Kimberly. We will not belabor what transpired at this time as you are aware of the fact that June is still being kept from returning to her home and the care of her daughter.

June is a vulnerable person as defined by NRS 41.1395 and is entitled to certain protections. She is a Patient at the Cleveland Clinic and requires frequent medical intervention; a fact of which you were aware when you acknowledged you were unable to provide for her needs. Since you are unable to do so yourself, the best thing to do is to return June to Kimberly so she may continue to look after her. Kimberly will come to an agreement with you regarding regular visitation with you at your current residence on a schedule to be mutually agreed upon between you.

June executed a Power of Attorney for Financial Decisions naming Kimberly as her agent. This Power of Attorney went into affect immediately. This document also nominated Kimberly to serve as June's guardian should any proceedings be commenced. Thus, Kimberly is prepared to take that step if necessary in order to ensure her mother is being properly cared for and that she is not being taken advantage of.

In addition, Kimberly is a joint owner of an account with her mother; an account to which you have unlawfully gained access and drained. We must immediately demand the return of all

2055 Village Center Circle, Las Vegas, Nevada 89134 • Phone (702) 873-9500 • Fax (702) 873-9600
www.goldguylaw.com • www.goldguytrusts.com

Rodney Yeoman
August 12, 2019
Page 2

funds taken from this account as well as any other money or property belonging to June which you or your family members have taken for your own use. This type of behavior is tantamount to financial abuse of elderly person pursuant to NRS 41.1395, a violation which is punishable with an award of damages at two times the amount of actual damages incurred.

Again, Kimberly does not desire to bring this matter before a Court but is prepared to do so unless you immediately allow her to pick up her mother and take her back to her home so she can care for her. If we do not hear from you within five days of your receipt of this letter, we will begin the process of moving forward with Court intervention.

Sincerely,

GOLDSMITH & GUYMON, P.C.

Laura Johns-Bolhouse, Esq.

LJB:ms

W:\MAG\Client Matters\Guardianship\Jones 4840-1\Letter.wpd

EXHIBIT “12”

EXHIBIT “12”

From: Kimberly Jones <flyonthewall2you@gmail.com>

Date: July 26, 2019 at 5:19:02 PM PDT

To: terijbutler@gmail.com, Jack Cell <jacknteributler@gmail.com>, Scott Simmons <Scotttrotjustice@aol.com>, vgsfun@hotmail.com, Donna Cell <donnamsimmons@hotmail.com>

Subject: Mom

I want to inform all of you of Mom's condition at the present time. Most of you know that I've been in Las Vegas with Mom for most of the last 3 months, besides when she spent 2 week at Teri's and Jack's in Arizona and a week at Scott's house with him and Donna.

Over the past few years mom's health both physically and mentally has fluctuated. In addition to normal aging issues Mom has a diagnosis of dementia and is being treated at the Cleveland Clinic Lou Ruvo Center for Brain Health in Las Vegas. At her last appointment which was on Tuesday, the doctor ordered a PET scan and she did the scan yesterday. Her next doctors appointment is on August 26th at 10:00am. In the future I will send you an email as to any significant changes.

Due to Mom's condition I've had to give my clients in Orange County to a coworker and I don't see that changing in the future especially due to Gerri's current condition. To the best of my knowledge his condition is terminal but even at that his daughters have made it clear he is no longer going to be with mom on a full time basis upon starting chemotherapy and he was her primary caregiver.

Mom needs all of the support she can get right now and her needs will continue to increase. In the near future I'd like to propose that each of us participate in taking mom for some time so that it is not too big of a load on any one person. As everyone knows mom had expresses many times that she does not ever want to be in a facility and I feel that as a family we can carry out her wishes. Sure it may be a bumpy ride but mom is a trooper and really enjoyed the time she spent at Teri's and Jack's in Arizona and in Anaheim with Scott and Donna. In the best interest of mom I think that between the 5 of us we can put any issues we have aside and do the best we can collectively for her.

In regards to the house in Las Vegas, we have determined that it was not done in mom's best interest. We have hired an attorney and he is securing the property as we speak.

The attorney has more or less assured me that we will be able to obtain the property back or they will be force to pay the full market value of the home. The attorney feels quite confident in this and sees no issues, it was mom's property prior to the marriage and will be hers after. There is a whole host of issues involved more than can be shared in this letter. I wanted to assure you that it is being addressed and ask that you don't share this information with anyone because we don't want to reveal our hand before the attorney thinks it time. He is currently in the research process of determining exactly how the house was sold and where the proceeds went.

If anyone has any suggestions or input they would like to pass along I'm more than willing to listen. In addition mom continues to not be a very chatty person on the telephone however when she does talk to someone on the phone she talks about it for the rest of the day. If she doesn't answer her cell call mine. Mom is at her house in Las Vegas and everyone is free to come and go as they please.

-Kimberly

EXHIBIT “13”

EXHIBIT “13”

From: Kimberly Jones <flyonthewall2you@gmail.com>

Date: August 16, 2019 at 2:30:34 PM PDT

To: Scott Simmons <Scott@technocoatings.com>, Donna Cell <donnamsimmons@hotmail.com>, Roby Friedman <vgfun@hotmail.com>, terijbutler@gmail.com, Jack Celi <jacknteributler@gmail.com>

Subject: Mom #2

Hello,

Mom's physical condition hasn't changed since the last email, she is continuing with physical therapy at the Cleveland clinic. To update you about the house, we are on track to get it back, the lawyers are working on it and they don't anticipate any problems. Soon will have the paperwork needed to file a restraining order restraining Geri and his family from seeing mom.

In the meantime the other matter that needs to be resolved is that \$3800 is owed to the attorney which all of us should be equally but since I've been here for four months now unable to work I think it's fair that you for pick up the cost of the attorneys fees which is equivalent to \$950 each. You could mail the check directly to David C Johnson attorney-at-law 1160 N. Town Center Dr., Suite 390 Las Vegas, NV 89144. Be sure to note in the memo section June Jones. I would like to get this paid next week so please send it as soon as possible. So all of you understand the attorney feels confident that we will have mom's house back with clear title and deed we will be able to visit mom as we wish without the undue influence of Jerry or his family.

I hope you understand I have been working on this full-time and putting in 10 hour days doing so but we are getting close, if you have any questions please call me. please notify me when you've mailed the check so I can deduct it from the bill. Just to let you know we are seeking attorneys fees when we are successful you will be reimbursed for whatever you put out.

Thank you,
Kimberly

EXHIBIT “14”

EXHIBIT “14”

From: Kimberly Jones <flyonthewall2you@gmail.com>

Date: September 5, 2019 at 12:43:59 PM PDT

To: Donna Cell <donnamsimmons@hotmail.com>, Scott Simmons <Scott@technocoatings.com>, Roby Friedman <vgfsfun@hotmail.com>, Jack Cell <jacknteributler@gmail.com>

Subject: Mom #3

I want everyone to know what my intentions are with mom as they have not changed. I am pursuing the situation with the house with attorney Johnson and we should have a better hold on it after Friday. My next intention is to peruse guardianship over mom, the case Friday has a direct bearing on it. As you all know in mom's 2012 POA mom nominated me to be her guardian if so necessary. Fridays case has a direct bearing in the sense that the court may determine the 2012 POA to be not standing due to not having the original. If that happens my next immediate step is to peruse guardianship.

Provided I receive guardianship my intentions are to move mom back into the Kraft house or the Anaheim house with me and I will continue to care for her as I have for the past 5 months. At this point everyone is encouraged to spend time with mom as they please.

Regarding Gerry, as I understand he is in failing health and not expected to live much longer. Regardless of what we all think of Gerry, mom loves him and chooses to be with him against our better judgement. I know some of you have said if mom continues to want to be by Gerrys side at the end of his life you will wash your hands of it, that is your choice. However I will not do that. Provided I receive the courts support, I hope to gain more control over mom's estate and her. This will enable me to protect her financially as well as supervise her physical well being.

I hope to have all of your support going forward it would be best for mom as she really truly needs all of us.

-Kimberly

EXHIBIT “15”

EXHIBIT “15”

Begin forwarded message:

From: Robyn Friedman <vgfun@hotmail.com>

Date: September 12, 2019 at 6:40:39 PM PDT

To: Kimberly Jones <flyonthewall2you@gmail.com>, Donna Cell <donnamsimmons@hotmail.com>, Scott Simmons <Scott@technocoatings.com>, "terijbutler@gmail.com" <terijbutler@gmail.com>, Jack Cell <jacknteributler@gmail.com>, David C Johnson Attorney <dcj@johnsonlegal.com>

Cc: John Michaelson <john@Michaelsonlaw.com>, "Lora L. Caindec-Poland" <Lora@Michaelsonlaw.com>

Subject: Re: Mom #4

May I pick up mom tomorrow morning to go get her nails done and eat? 10am? If she doesn't want to leave the house, will you and Dean leave the house between noon and 2pm tomorrow so I can bring lunch to the house and have a private visit? If not tomorrow at 10am, what time? If not tomorrow, what day/time right away may I have access for an independent visit to see mom? I believe Donna would also like the same information but she, of course, needs more notice.

What are valid text and phone numbers for Kim that will receive texts from all of the siblings to make sure there's easy, inexpensive, clear communication?

Thanks,

Robyn

From: Kimberly Jones <flyonthewall2you@gmail.com>

Sent: Thursday, September 12, 2019 1:03:36 PM

To: Donna Cell <donnamsimmons@hotmail.com>; Scott Simmons <Scott@technocoatings.com>; terijbutler@gmail.com <terijbutler@gmail.com>; Roby Friedman <vgfun@hotmail.com>; Jack Cell <jacknteributler@gmail.com>; David C Johnson Attorney <dcj@johnsonlegal.com>

Subject: Mom #4

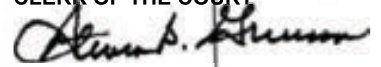
Hello,

I'm urging you all to be patient and let the process of the courts take place. Besides being against moms wishes, we feel at this point guardianship is only going to cloud the fields. As in the last email (#3), my plan remains the same. If the court does not recognize the POA I will seek guardianship.

In reference to Robyn and Donnas concern for moms safety, mom has not been approached by anyone nor has anybody tried to take her. She has resumed her normal daily activity. She makes it to doctors appointments, she goes to physical therapy, she goes to aqua therapy and she has her dogs back. All of you are welcome to see her at any time, there is a room for you to stay in and the support would be good for her.

As stated in the last e-mail if at any point we feel that guardianship is necessary I will move in that direction. We are in a better position now with our documentation from Cleveland Clinic than we have ever been. So, I'm asking that you be patient and let the court process take place. If you choose to go to guardian court I will opposed it vigorously. Please give it time.

Thank you,
Kimberly



CAPL

John P. Michaelson, Esq.
Nevada Bar No. 7822
Email: john@michaelsonlaw.com
Lora L. Caindec-Poland, Esq.
Nevada Bar No. 14178
Email: lora@michaelsonlaw.com
MICHAELSON & ASSOCIATES, LTD.
2200 Paseo Verde Parkway, Ste. 160
Henderson, Nevada 89052
Ph: (702) 731-2333
Fax: (702) 731-2337
Attorneys for Petitioners

DISTRICT COURT

CLARK COUNTY, NEVADA

IN THE MATTER OF THE GUARDIANSHIP)
OF THE PERSON AND ESTATE OF:)

Kathleen June Jones,)

An Adult Protected Person.)

Case Number: G-19-052263-A
Department: B

PROPOSED CARE PLAN

☒ **TEMPORARY GUARDIANSHIP**

- ☐ Person
☐ Estate
☒ Person and Estate

☐ **SPECIAL GUARDIANSHIP**

- ☐ Person
☐ Estate
☐ Person and Estate

☐ **GENERAL GUARDIANSHIP**

- ☐ Person
☐ Estate ☐ Summary Admin.
☐ Person and Estate

☒ **NOTICES / SAFEGUARDS**

- ☒ Blocked Account
☐ Bond Posted
☐ Public Guardian Bond

COMES NOW Temporary Guardians, Robyn Friedman and Donna Simmons, by and
through the law firm, Michaelson & Associates, Ltd., and hereby submits a proposed care plan for

///

///

///

1 Kathleen June Jones, the adult protected person, attached hereto as **Exhibit "1."**

2 DATED: October 2, 2019.

3 MICHAELSON & ASSOCIATES, LTD.

4 
5 John P. Michaelson, Esq.

6 Nevada Bar No. 7822

7 Lora L. Caindec-Poland, Esq.

8 Nevada Bar No. 14178

9 2200 Paseo Verde Parkway, Ste. 160

10 Henderson, Nevada 89052

11 Counsel for Temporary Guardians

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and NEFCR 9, the undersigned hereby certifies that on October 2, 2019 a copy of the Proposed Care Plan was served and on October 3, 2019, a copy of the Proposed Care Plan was mailed by regular US first class mail, postage prepaid, in a sealed envelope in Henderson, Nevada to the following individuals and/or entities at the following addresses:

Kathleen June Jones 6277 Kraft Avenue Las Vegas, Nevada 89130	Maria L. Parra-Sandoval, Esq. Legal Aid Center of Southern Nevada mparra@lacsns.org
Jeffrey P. Luszeck, Esq. Ross E. Evans, Esq. SOLOMON DWIGGINS & FREER, LTD. jluszeck@sdfnvlaw.com revans@sdfnvlaw.com Attorney for Kimberly Jones	Ty E. Kehoe, Esq. KEHOE & ASSOCIATES TyKehoeLaw@gmail.com Attorney for Rodney Gerald Yeoman
Teri Butler 586 N. Magdalena Street Dewey, AZ 86327	Scott Simmons 1054 S. Verde Street Anaheim, CA 92805
Jen Adamo 14 Edgewater Drive Magnolia, DE 19962	Jon Criss 804 Harksness Lane, Unit 3 Redondo Beach, CA 90278
Ryan O'Neal 112 Malvern Avenue, Apt. E Fullerton, CA 92832	Tiffany O'Neal 177 N. Singing Wood Street, Unit 13 Orange, CA 92869
Courtney Simmons 765 Kimbark Avenue San Bernardino, CA 92407	Ampersand Man 2824 High Sail Court Las Vegas, Nevada 89117

MICHAELSON & ASSOCIATES, LTD.


Employee of Michaelson & Associates

GUARDIANSHIP CARE PLAN

10/01/2019

Kathleen June Jones

Prepared by

Gina Jolliff, MSG, CMC

Aging Life Care Professional

Aging Perspectives, LLC

Problems, Goals and Tasks for Care Development

Medical

Problem: Cognitive Impairment

Suspected diagnosis of Progressive Vascular Dementia (VaD) or
Alzheimers

Goals: Provide 24/7 supervised care

Tasks: Provide options for supervised care

Functional Limitations

Problem: Progression of disease will significantly increase level of care needs

Goals: Arrange appropriate level of care at all times

Tasks: Provide options to ensure continuity of care

Legal

Problem: Current home was sold 01/12/2018 with impaired cognitive function

Goals: Regain legal possession of home

Tasks: Retained Real Estate Attorney

Housing

Problem: Housing instability with care provision

Goals: Ensure housing serves the best interest of Ward

Tasks: Provide multiple options for housing security

Provisional Care Options

Option 1

Current home located at 6277 Kraft Avenue, Las Vegas, NV 89117

Care provided by daughter Kimberly Jones with respite provision

Home and care provided at no cost; respite cost based on number of hours and cost per hour of care, options to be provided

Option 2

California home located at 1054 S. Verde Street, Anaheim, CA 92805

Care provided by daughter Donna Simmons with respite provision

Home and care provided at no cost; respite cost based on number of hours and cost per hour of care, options to be provided

Option 3

Daughter Robyn's home located at 2824 High Sail Ct., Las Vegas, NV 89117

Care provided by daughter Robyn Friedman with support from current nanny

Home and care provided at no cost; nanny support at additional \$2.00 per hour

Summary

Kathleen June Jones, born January 20, 1937 is an 82-year-old female who, in September 2014, was hospitalized for clostridium difficile colitis (C. diff) and rectal bleeding. Upon her release from the hospital, she began to show signs of cognitive disfunction which has continued to progress to the point that 24-hour supervision is now necessary. Until April of 2019 Kathleen lived with her husband Ronald Gerald Yeoman (Gerry) who was her sole care provider. In April 2019, Gerry moved in with one of his children so they could provide care for him due to his declining health. At that time, Kathleen's daughter Kimberly Jones moved from California to provide care for her mother who did not want to leave her home. All non-specified dates are approximations due to Kimberly's refusal to be forthcoming with requested information.

Kathleen is currently living in a home that, until 01/12/2018, she solely owned. On that date, the home was sold to her husband Gerry's son-in-law, Richard Powell for the remaining balance owed on the home, costing Kathleen minimally \$120,000 in accrued equity. That transaction is now under review with the assistance of a Real Estate Attorney hired by current temporary co-guardian Robyn Friedman. Currently, in addition to daughter Kimberly, Kathleen is receiving 24-hour care from home care company Senior Helpers. Richard is allowing Kathleen to live in the home rent free, however, he has begun eviction proceedings to remove Kimberly from the home. Due to Kathleen's limited income, this level of care from Senior Helpers is unsustainable. Without a full-time hired care companion, constant care from Kimberly will be required with respite assistance. It is not only Kathleen's, but the family's desire for Kathleen to remain in this home as the primary choice for her care.

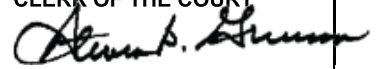
If this first option proves not to be viable, Kathleen could move to California to live in the home she owns there; 24-hour care would be provided by her daughter Donna Simmons with respite support. The downfall to this option is, it would take Kathleen away from her husband Gerry and, due to the declining health of both, make it difficult for them to visit one another.

The final option is for Kathleen to move into her daughter Robyn Friedman's home in Las Vegas. Robyn would provide care for her mother with support from her husband and her children's nanny. Because Robyn has small children in her home, this is not the ideal situation for Robyn nor Kathleen.

Communication has been an ongoing battle in the midst of Kathleen's situation. The family currently has Google docs set up with medical, legal, and financial information, as well as a calendar that all family members have been invited to update, but information thus far, has only been provided by Robyn and Donna. The platform also contains a daily schedule with hour by hour updates to Kathleen's day, as well as her likes and dislikes in order to provide the highest quality of care.

Due to lack of communication in regard to Kathleen's care, Our Family Wizard will be put into place to provide a strong, safe, secure, and easily referenced platform that will allow for in detailed records and downloadable reports which can be custom fit to the needs of the family. Our Family Wizard will provide the ability to coordinate a calendar, clarify and uncomplicate communication, along with a message board, a daily journal, expense logs, and banking information. This is truly the whole package in clarifying family communication. With a tool such as this, the only reason to be uninformed is by choosing to do so.

Kathleen has three very viable options for care, and it is my hope that the family can work together to ensure Kathleen has a comfortable and sustainable quality of life for her remaining years.



SUPP

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ROSS E. EVANS, ESQ., Bar No. 11374
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Telephone: (702) 853-5483
Facsimile: (702) 853-5485

Attorneys for Respondent Kimberly Jones

DISTRICT COURT

CLARK COUNTY, NEVADA

IN THE MATTER OF THE
GUARDIANSHIP OF THE PERSON AND
ESTATE OF:

KATHLEEN JUNE JONES

An Adult Protected Person.

Case No.: G-19-052263-A
Dept.: B

Date of Hearing: October 3, 2019
Time of Hearing: 9:00 a.m.

SUPPLEMENT TO COUNTER-PETITION FOR APPOINTMENT OF KIMBERLY JONES AS TEMPORARY AND GENERAL GUARDIAN OF THE PERSON AND ESTATE

☒ **TEMPORARY GUARDIANSHIP**

- ☐ Person
☐ Estate
☒ Person and Estate

☐ **GENERAL GUARDIANSHIP**

- ☐ Person
☐ Estate ☐ Summary Admin.
☐ Person and Estate

☐ **SPECIAL GUARDIANSHIP**

- ☐ Person
☐ Estate ☐ Summary Admin.
☐ Person and Estate

☐ **NOTICES/SAFEGUARDS**

- ☐ Blocked Account Required
☐ Bond Required

Counter-Petitioner, Kimberly Jones, by and through her counsel of record, Jeffrey P. Luszeck, Esq., and Ross E. Evans, Esq., of the law firm Solomon Dwiggins & Freer, Ltd., hereby Supplements her Counter-Petition for Appointment as Temporary and General Guardian of the Person and Estate as follows:

1. Kimberly Jones was born on January 17, 1976 and is presently forty-three years old. Kimberly is a resident of California, however, has recently relocated to reside with June Jones in Clark County, Nevada. One of the forms of identification required by NRS 159.044(h)

1 will be provided to the Court prior to the date and time set for hearing.

2 2. Kimberly Jones is not a licensed private or professional guardian in Nevada or
3 any other state, and does not presently serve in a fiduciary capacity as guardian of any person.

4 3. Kimberly Jones is duly qualified for appointment to serve as a guardian pursuant
5 to NRS 159.059, as she is an adult competent person, has never been convicted of a felony, and
6 has not been suspended for misconduct or disbarred from the practice of law, the practice of
7 accounting, or any other profession which involves or may involve the management or sale of
8 money, investments, securities or real property, and which requires licensure in this State or any
9 other state.

10 4. Kimberly Jones has not been judicially determined to have committed abuse,
11 neglect or exploitation of a child, spouse, parent or other adult.

12 5. Kim is the person most qualified and suited to be her mother's attorney-in-fact or
13 guardian. Kim has a master's degree in Gerontology from Cal. State. Kim is a certified Nurse
14 Assistant in the State of California, and prior to recently resigning, was employed by the State of
15 California Department of Aging, Long-Term Care Ombudsm as a Residential Care for the
16 Elderly Administrator. Kim has professional experience as being: (1) a Conflict Resolution
17 Mediator with the Orange County Court System; (2) a Domestic Violence Counselor; (3) an
18 Elder Mediator; (4) a Professional Supervised Family Court Visitation Monitor, handling in
19 excess of 450 cases; and (5) the Director of Social Services for a skilled nursing facility in
20 California.

21 DATED this 2nd day of October, 2019.

22 SOLOMON DWIGGINS & FREER, LTD.

23 /s/ Ross E. Evans

24 By: _____
25 ROSS E. EVANS, ESQ.
26 Nevada Bar No. 11374
27 9060 West Cheyenne Avenue
28 Las Vegas, Nevada 89129

Attorneys for Kimberly Jones

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 2nd day of October, 2019, pursuant to NRCP 5(b), I caused a true and correct copy of the foregoing **SUPPLEMENT TO COUNTER-PETITION FOR APPOINTMENT OF KIMBERLY JONES AS TEMPORARY AND GENERAL GUARDIAN OF THE PERSON AND ESTATE**, to be served 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 Wiznet

John P. Michaelson, Esq.,
MICHAELSON & ASSOCIATES, LTD.
2200 Paseo Verde Parkway, Suite 160
Henderson, NV 89052
john@michaelsonlaw.com

Attorneys for Petitioners Robyn Friedman and Donna Simmons

Maria L. Parra Sandoval, Esq.
LEGAL AID CENTER OF SOUTHERN NEVADA, INC.
725 E. Charleston Blvd.,
Las Vegas, NV 89104
mparra@lacsns.org

Attorney for Kathleen Jones, Adult Protected Person

Ty E. Kehoe, Esq.
KEHOE & ASSOCIATES
871 Coronado Center Dr. Ste. 200
Henderson, NV 89052
TyKehoe@gmail.com

Attorney for Rodney Gerald Yeoman

/s/ Gretta McCall

An employee of SOLOMON DWIGGINS & FREER, LTD.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****October 03, 2019**

G-19-052263-A

In the Matter of the Guardianship of:
Kathleen Jones, Protected Person(s)

October 03, 2019**9:00 AM****All Pending Motions****HEARD BY:** Marquis, Linda**COURTROOM:** RJC Courtroom 10A**COURT CLERK:** Karen Christensen (kc); Tanya Stengel**PARTIES:**

Donna Simmons, Petitioner, Temporary
Guardian, not present

John Michaelson, Attorney, present

Kathleen Jones, Protected Person, present

Maria Parra-Sandoval, Attorney, present

Kimberly Jones, Other, present

Jeffrey Luszeck, Attorney, not present

Robyn Friedman, Petitioner, Temporary
Guardian, present

John Michaelson, Attorney, present

Rodney Yeoman, Other, present

Ty Kehoe, Attorney, present

State Guardianship Compliance Officer,
Agency, not present

JOURNAL ENTRIES

HEARING FOR TEMPORARY GUARDIANSHIP...OPPOSITION AND COUNTERMOTION:
OPPOSITION TO APPOINTMENT OF TEMPORARY GUARDIAN; COUNTER PETITION FOR
APPOINTMENT OF TEMPORARY GUARDIAN OF THE PERSON AND ESTATE AND ISSUANCE
OF LETTERS OF TEMPORARY GUARDIANSHIP; AND COUNTER PETITION FOR
APPOINTMENT OF GENERAL GUARDIAN OF THE PERSON AND ESTATE AND ISSUANCE OF
LETTERS OF GENERAL GUARDIANSHIP.

Attorney Ross Evans, Nevada Bar #11374, present on behalf of Kimberly Jones (daughter).

Terri Butler, oldest daughter, present.

PRINT DATE:	10/15/2019	Page 1 of 4	Minutes Date:	October 03, 2019
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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

Court noted the presence of Protected Person (PP)

Upon Court's inquiry regarding resolution, Mr. Evans advised he and Mr. Kehoe have a proposed resolution, however he felt Mr. Michaelson's clients may disagree. Mr. Evans proposed ending the temporary guardianship and revoking the letters. PP and her husband would live together as husband and wife, and as Kimberly has been the attorney-in-fact for PP, she would oversee the financial and healthcare needs of PP, in the best interest of PP. Mr. Evans made statements regarding the sale of the house and getting the proceeds of that sale returned. Mr. Evans advised there is a durable power of attorney, established in 2012 over finances, and a durable healthcare power of attorney, established in 2005. Mr. Evans stated Kimberly did not oversee the sale of the house as PP was living with her husband at the time. The current owner is Mr. Yeoman's son, who is willing to reverse it entirely.

Ms. Parra-Sandoval advised she spoke with PP, who is able to direct her and tell her who she wants as her guardian. PP had no recollection of transferring her home to anyone, signing a deed, or the sale of the house. PP wants Kimberly Jones to be her guardian if a guardian is necessary, her daughters to care for her, and her husband to live with her. Ms. Parra-Sandoval requested the investigator look into the situation.

Mr. Kehoe informed the Court Mr. Yeoman wants to re-establish his relationship with his wife and wants the care of PP to be resolved. He believes outside care is occasionally needed. PP and Mr. Yeoman would share the cost of a caregiver. Mr. Kehoe advised he agreed with the resolution as stated by Mr. Evans. Mr. Kehoe requested a status check on 10/15. Court expressed concern regarding the sale of the house and someone taking advantage of PP, especially since PP didn't know about the sale of the house.

Mr. Michaelson advised everyone's goal is to work out a situation, there has been an unwillingness to communicate with the temporary guardians, they have been denied medication, given outdated medication and medication mixed with Mr. Yeoman's medications. Mr. Evans and Mr. Kehoe disagreed and advised they provided the requested information. Argument and discussion regarding medication being locked in the trunk of the car in the garage. Mr. Michaelson advised Kimberly has not returned phone calls. Mr. Michaelson requested temporary guardianship remain in place until a permanent guardian can be appointed, and additionally requested mediation or a settlement conference. Ms. Parra-Sandoval requested temporary guardianship stay in place, and again advised PP wants Kimberly Jones to be her guardian if it is necessary.

Court admonished parties regarding the care of PP and warned against misuse of her medication, withholding of information regarding her doctors and other basic healthcare needs. Family members need to set aside their differences and work together for the best interest and protection of PP.

PRINT DATE:	10/15/2019	Page 2 of 4	Minutes Date:	October 03, 2019
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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

Dean Loggins, Kimberly Jones' fiancé', made statements in favor of Kimberly being named as guardian.

Terri Butler made statements regarding PP's best interests.

Argument between counsel regarding PP's care by her husband.

Court noted its concern and stated it has no choice but to continue the temporary guardianship until it receives the results of investigation. If allegations are proven to be true, it is a likely court outcome that despite the nomination of guardian, a different person or persons may be appointed.

Mr. Michaelson advised Mr. Yeoman is in the process of trying to evict Kimberly and her fiancé' that are the caregivers from the home. Mr. Kehoe disagreed and explained the evictions. Court again expressed concern regarding the significant allegations and suitability.

Discussion regarding visitation.

COURT ORDERED:

Temporary Guardianship shall REMAIN in place. Protected Person shall REMAIN where she is with Kimberly Jones providing care until the next hearing. Order extending TEMPORARY GUARDIANSHIP signed in OPEN COURT and shall EXPIRE on 12/3/19. Order returned to Mr. Michaelson for filing.

Hearing set for 10/15/19 shall STAND.

Supreme Court Guardianship Compliance Officer shall be APPOINTED to investigate the case and get all the applicable documents from the sale of the house. Although a report will not be completed, Investigator shall appear at the hearing to orally report any findings.

Mr. Yeoman shall have UNSUPERVISED VISITATION with Protected Person between 8:00 AM and 8:00 PM.

A list of medications and any doctor appointments shall be sent to temporary guardians within 48 hours of today's hearing.

PRINT DATE:	10/15/2019	Page 3 of 4	Minutes Date:	October 03, 2019
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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

INTERIM CONDITIONS:

FUTURE HEARINGS: *Canceled: October 10, 2019 10:30 AM Citation to Appear*

October 15, 2019 10:00 AM Citation to Appear
RJC Courtroom 10A
Marquis, Linda
Christensen, Karen
Stengel, Tanya

PRINT DATE:	10/15/2019	Page 4 of 4	Minutes Date:	October 03, 2019
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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

1 TRANS

ORIGINAL

FILED

JAN 31 2020

Sharon L. Johnson
CLERK OF COURT

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3
4
5 EIGHTH JUDICIAL DISTRICT COURT
6 FAMILY DIVISION
7 CLARK COUNTY, NEVADA
8
9

10 IN THE MATTER OF THE)
11 GUARDIANSHIP OF:) CASE NO. G-19-052263-A
12 KATHLEEN JONES,) DEPT. B
13 Protected Person(s).)
14

15 BEFORE THE HONORABLE LINDA MARQUIS
16 DISTRICT COURT JUDGE

17 TRANSCRIPT RE: ALL PENDING MOTIONS

18 THURSDAY, OCTOBER 3, 2019
19
20
21
22
23
24

1 APPEARANCES:

2 The Temporary Guardians: DONNA SIMMONS
3 ROBYN FRIEDMAN
4 For the Temp. Guardians: JOHN MICHAELSON, ESQ.
5 2200 Paseo Verde Pkwy #160
6 Henderson, Nevada 89052
7 (702) 731-2333
8 The Protected Person: KATHLEEN JONES
9 For the Protected Person: MARIA PARRA-SANDOVAL, ESQ.
10 725 E. Charleston Blvd.
11 Las Vegas, Nevada 89104
12 (702) 386-1070
13 The Husband: JERRY YEOMAN
14 For the Husband: TY KEHOE, ESQ.
15 871 Coronado Center Dr., #200
16 Henderson, Nevada 89052
17 (702) 837-1908
18 The Daughter: KIMBERLY JONES
19 For the Daughter: ROSS EVANS, ESQ.
20 9060 West Cheyenne Avenue
21 Las Vegas, Nevada 89129
22 (702) 997-7714

23 Also Appearing:

24 TERRI BUTLER, Oldest Daughter

2 P R O C E E D I N G S

3 (THE PROCEEDINGS BEGAN AT 10:24:06)

4
5 THE COURT: This is the matter of the Guardianship
6 of Kathleen Jones, G-19-052263-A. Counsel, your appearances
7 and tell me who you represent.

8 MR. MICHAELSON: John Michaelson, bar number 7822,
9 on behalf of the temporary guardians Robyn Friedman and Donna
10 Simmons.

11 THE COURT: And they are the daughters of Kathleen
12 Jones, correct?

13 MR. MICHAELSON: Yes.

14 THE COURT: Counsel?

15 MS. PARRA-SANDOVAL: Maria Parra-Sandoval, 13736,
16 from Legal Aid Center, on behalf of Ms. Kathleen June Jones.

17 MR. EVANS: The protected person. And then Ross
18 Evans, bar number 11374, on behalf of Kimberly Jones. She is
19 a daughter as well and we have filed an opposition to the
20 temporary and a counter-petition.

21 MR. KEHOE: Good morning, Your Honor. Ty Kehoe, bar
22 number 6011. I represent Jerry Yeoman who is the husband of
23 the proposed protected person. Who is also present here in
24 the courtroom.

1 THE COURT: Counsel, is Mr. Ye -- tell me how to
2 spell -- pronounce the last name?
3 MR. KEHOE: Yeoman.
4 THE COURT: Yeoman. Is he father to all three of
5 the daughters?
6 MR. KEHOE: He is not.
7 THE COURT: Okay.
8 MR. KEHOE: Or not to any of them, correct.
9 MR. EVANS: And then, Your Honor, there is Terri is
10 a daughter as well.
11 MS. BUTLER: I'm the oldest.
12 MR. EVANS: And she hasn't filed, but she's here.
13 THE COURT: All right. Thank you, Counsel.
14 MS. PARRA-SANDOVAL: And Ms. Kathleen Jones is
15 present today.
16 THE COURT: All right. Thank you so much.
17 Everybody have a seat. Counsel, I have a future date of
18 10/15. I'm also missing some things. So did you all have an
19 opportunity to chat? Have we resolved anything?
20 MR. EVANS: Yes, Your Honor. In fact, Mr. Kehoe and
21 I have a proposal that I think may work for the Court. At
22 least --
23 THE COURT: Did you talk to Mr. Michaelson about --
24 MR. EVANS: We have been in --

1 THE COURT: Okay.

2 MR. EVANS: -- touch with Mr. Michaelson. I
3 understand his clients will have some disagreements to what we
4 have proposed, but we'd like the Court to consider it at least
5 for temporary basis until things iron out.

6 But -- but the proposal would be that we want to --
7 Kimberly is the attorney-in-fact for her mom. She's been the
8 long-term attorney-in-fact in 2005 and '12. She desires to
9 keep -- obviously keep the married parties together and we
10 want Jerry back in with June immediately.

11 We would like that the Court suspend, revoke, the
12 temporary letters. Obviously, I understand Mr. Michaelson's
13 clients are going to make more claims and possibly file an
14 additional petition, and we'll have hearings on that, Your
15 Honor. But we don't believe that there's any necessary
16 necessity right now for the continuation of temporary
17 guardianship while we have a currently appointed attorney-in-
18 fact.

19 And Mr. Kehoe and I want to get the -- Jerry and
20 June back together in their house where they belong as -- as a
21 married couple and with Kimberly overseeing some financial
22 issues for June going forward, obviously consulting and if
23 need be, making the medical decisions for June as June had
24 always wanted. And we believe that's the best path forward,

1 least restrictive.

2 And Kim and Jerry also believe that they can work
3 out first of all, the family dynamic issues. I mean, there's
4 a lot of conflict and second guessing. It needs to stop. But
5 the attorney-in-fact and the husband I believe can work that
6 out. They want privacy back in their marital home and they
7 want stabilization. And not a return necessarily to the
8 status quo, but stabilization in a manner that's befitting Ms.
9 Jones' best interest and the least restrictive way to do that
10 is working together as a husband and power of attorney.

11 There were some financial issues we raised in the
12 brief. We believe we can work through those things together.
13 We've already had discussions on how to resolve and settle
14 those things. There's -- there's assets available to do it.

15 THE COURT: What do you mean? The sale of the house
16 or --

17 MR. EVANS: The sale of the house and the --

18 THE COURT: So what's dealing with that?

19 MR. EVANS: They're -- well, Your Honor, we
20 understand that we can get those sales proceeds back by -- I
21 don't know if you want to talk about it, but we believe we can
22 get it back together. They don't want obviously claims being
23 made, we don't want to have to go into litigation, but -- but
24 there's been indication that the funds will be returned. We

1 want --

2 THE COURT: Isn't that a little too late, like for -
3 - are we doing that a little too late?

4 MR. EVANS: Are we? I don't believe so.

5 THE COURT: I -- that's my question to you.

6 MR. EVANS: No.

7 THE COURT: No?

8 MR. EVANS: No.

9 THE COURT: Okay.

10 MR. EVANS: I think if -- if they're willing to --
11 to provide reimbursement, you know, in a way that satisfies
12 the attorney-in-fact, then that's the way it goes forward.
13 And that's going to be in Ms. Jones' best interest.

14 If it -- if it devolves and we don't work out
15 something with -- with the -- and again, these are imperfect
16 allegations at this time, Your Honor. We -- there is defenses
17 that they've made, we -- we need an opportunity to work that
18 out. If it doesn't work out, then the attorney-in-fact has
19 the -- has the power and authority to go into court and file a
20 lawsuit.

21 THE COURT: Will you talk about that attorney in
22 fact? Is it a durable healthcare power of attorney?

23 MR. EVANS: There's a durable healthcare power of
24 attorney, there is also a durable financial power of attorney.

1 THE COURT: Two separate documents?

2 MR. EVANS: Two separate documents. One -- the
3 healthcare power of attorney was established in 2005 and the
4 financial power of attorney was established in 2012.

5 That -- that 2012 power of attorney post-dates the
6 marriage, which indicates what June wanted, you know, to be
7 done. And she wanted her daughter to be there for her, which
8 she is.

9 You know, there -- obviously, there's been issues
10 that, you know, broke down, but we want to get things back to
11 a normalization.

12 THE COURT: Was she overseeing the sale of the
13 house?

14 MR. EVANS: I'm sorry?

15 THE COURT: Did she oversee the sale of the house?

16 MR. EVANS: No, she did not, Your Honor. She did
17 not.

18 THE COURT: Why not?

19 MR. EVANS: Well, up until March or so of 2019, the
20 marital couple was living their life and -- and it came to
21 everyone's attention that an exchange and the sale occurred.
22 They -- you know, there's been an indication that the house
23 was sold, not -- was -- was transferred in a manner to pay
24 down the mortgage and provide them a rent free place to live.

1 I -- I have issues with that, the attorney-in-fact has issues
2 with it, and -- and current owner of the property, which is
3 Mr. Yeoman's son, has indicated that he's willing to reverse
4 it entirely. We just need an opportunity to work those
5 details out.

6 I mean, this all came to light within the last, I
7 don't know, week or so. So we would like to put it -- give us
8 an opportunity to put it back together, put them back in the
9 home together.

10 THE COURT: Ms. Parra-Sandoval?

11 MS. PARRA-SANDOVAL: Your Honor, I had a chance to
12 speak with my client. She is able to direct me, she's able to
13 tell me who she wants as a guardian and caretaker. She has no
14 recollection at all of transferring her home to anyone. She
15 doesn't remember signing a deed, so I'm very concerned.

16 THE COURT: Does she know that it was sold? Was
17 this news to her or --

18 MS. PARRA-SANDOVAL: This was -- that was news to
19 her, so I'm --

20 THE COURT: Okay.

21 MS. PARRA-SANDOVAL: -- very concerned about the
22 transaction and how it happened.

23 THE COURT: Okay.

24 MS. PARRA-SANDOVAL: I don't know if it's -- if it's

1 possible to employ the investigator to figure out what
2 happened.

3 THE COURT: Done.

4 MS. PARRA-SANDOVAL: Thank you. And as far as her
5 wishes, you know, we need to respect what she wants in this
6 matter.

7 Everyone in this matter, they care about their
8 mother, but she has her own wishes. And she's been very
9 consistent about those wishes. She would like Kimberly Jones
10 to be her guardian. If there's any kind of guardianship in
11 place, she wants Kimberly.

12 THE COURT: And let me just go back because you were
13 speaking earlier. Does she want there to be a guardian?

14 MS. PARRA-SANDOVAL: I believe she doesn't fully
15 comprehend what the guardianship means, but we went over it.
16 She wanted things to stay as they are, meaning she's in her
17 home, which is on Craft Avenue, the home where we're not sure
18 what happened with the transaction, but she believes that's
19 her home. She wants to remain in that home. She wants --

20 THE COURT: Would you tell me, Ms. Parra-Sandoval,
21 how long did she live there to date, approximately?

22 MS. PARRA-SANDOVAL: Since she lived -- I want to
23 stay since before she was married.

24 THE COURT: Okay.

1 MS. PARRA-SANDOVAL: Because --
2 MR. EVANS: Seventeen years.
3 THE COURT: Okay.
4 MS. PARRA-SANDOVAL: -- this property was bought
5 with a prior -- in a prior relationship.
6 THE COURT: Okay. Thank you. Okay.
7 MR. EVANS: I think it was 2002'ish.
8 THE COURT: Okay.
9 MS. PARRA-SANDOVAL: So this she believes is her
10 home. She doesn't recall the transaction that happened. She
11 still believes it's her house. So she wants to live there and
12 she prefers the daughters to take care of her. So even though
13 --
14 THE COURT: The daughters?
15 MS. PARRA-SANDOVAL: The daughters. So even though
16 she wants husband to be in the picture, she wants visitations
17 from everybody. She wants to remain there and she wants the
18 daughters to care for her and she wants Kimberly as the main
19 caretaker and guardian.
20 THE COURT: Can I parse caretaker from guardian?
21 MS. PARRA-SANDOVAL: Yes.
22 THE COURT: For a moment and so I -- not to really
23 give it to you today, Ms. Parra-Sandoval, but I'm going to, so
24 caretaker can be anyone on earth. I can totally understand

1 why a mom would want her daughters to be her caretaker and I
2 appreciate that and get that, that she would want them all,
3 right? Did you discuss with her the difference and the real
4 distinction between caretaker and guardian?

5 MS. PARRA-SANDOVAL: Yes.

6 THE COURT: And do you feel like she understands
7 that?

8 MS. PARRA-SANDOVAL: Yes.

9 THE COURT: And she made a distinct decision that
10 it's Ms. Jones?

11 MS. PARRA-SANDOVAL: Yes. And I put it in very
12 different ways, I gave her options, and consistently it was
13 Kimberly.

14 THE COURT: Okay. All right. Thank you so much.
15 Counsel?

16 MR. KEHOE: Hi, Your Honor. I represent the
17 husband. Our primary concern is that the husband and his wife
18 of nine years be allowed to reestablish their relationship.
19 There have been no concerns for nine years, there's never been
20 any allegations of wrongdoing. In fact, you have exhibits
21 which evidence Robyn expressing how much Jerry loves her mom
22 and how good he is to her, and so that's -- that has been our
23 interest. That has been our concern, is the separation
24 between her and her husband.

1 What was discussed with Kimberly and Kimberly's
2 Counsel, is an ability to get them back together, allow them
3 to live together. The care will be resolved between them.

4 THE COURT: What's the plan for the care being
5 resolved between them?

6 MR. KEHOE: To the extent that outside care,
7 professional care, is necessary, then --

8 THE COURT: Does your client think that it's
9 necessary?

10 MR. KEHOE: Occasionally. What he did have in place
11 before June wasn't --

12 MR. EVANS: Before the temporary --

13 MR. KEHOE: -- living with him anymore, is that a
14 caretaker would come in in the morning and help her get ready
15 in the morning, shower and get ready for the day, and then
16 she's capable of living her life throughout the day.

17 THE COURT: And was this caretaker somebody that was
18 licensed and bonded or was this just a friend or --

19 MR. KEHOE: Yes. No.

20 THE COURT: It was through a company?

21 MR. EVANS: A professional.

22 MR. KEHOE: It was a professional hired paid
23 caretaker.

24 THE COURT: Okay. Anything else you want to tell

1 me?

2 MR. KEHOE: We believe -- I believe this suggestion
3 makes the most sense. My suggestion would be that we
4 basically continue this hearing today, that the temporary
5 guardianship be cancelled, and that we come back on the 15th
6 essentially for a status hearing, to see if this proposed
7 arrangement has worked out.

8 The plan is to get Jerry and June back together
9 immediately, let them live together as a marital couple, and
10 then exercise the least restrictive means of Kimberly
11 exercising oversight over finances and medical care and they -
12 - they have agreed to share the expense of any, you know --

13 MR. EVANS: Caregiver.

14 MR. KEHOE: -- professional caregiver. They will --

15 MR. EVANS: Uh-huh.

16 MR. KEHOE: -- work out that. And --

17 THE COURT: Who will share it?

18 MR. EVANS: June and Jerry.

19 THE COURT: Okay.

20 MR. EVANS: Mr. Yeoman.

21 THE COURT: All right. Anything else?

22 MR. KEHOE: The -- I don't know if you want any or
23 need any other information on the home.

24 THE COURT: I do, because I am concerned.

1 MR. EVANS: Right.

2 THE COURT: Your plan is to go back to the status
3 quo and what we know for sure today is the status quo was not
4 working. Right? And that the oversight was not happening,
5 and that worries me. And the allegations, you know, Ms.
6 Parra-Sandoval's concerned about them, I'm concerned about
7 them. So I'm real hesitant to go back to the status quo.

8 Now I am -- I need for people to be around people
9 that they love. Okay? And that for -- but I need to protect
10 them.

11 MR. KEHOE: Right.

12 THE COURT: Right? And so, my concern is just that,
13 that this -- when we talk about the house, what we're really
14 talking, right, about, is somebody taking advantage of
15 somebody else. Somebody stealing from somebody else, right?

16 MR. KEHOE: And --

17 THE COURT: So it's a lot.

18 MR. KEHOE: Right.

19 THE COURT: And I under -- and until I -- you guys
20 can tell me the reason why it was done and we think it was
21 this and we think it was that, she don't know nothing about
22 it.

23 MR. EVANS: Uh-huh.

24 THE COURT: Okay? That tells me there needs to be a

1 guardian. That tells me what we had in place was not
2 sufficient, so I'm really worried about it. I'm ordering that
3 the investigator look into it, get --

4 MR. EVANS: Right.

5 THE COURT: -- me all the documents from the State
6 of Nevada compliance investigator.

7 MR. EVANS: And I think that would benefit all
8 parties and -- and we have --

9 THE COURT: Well, it's going to benefit me, because
10 I feel like --

11 MR. EVANS: Right.

12 THE COURT: -- I don't have enough information.

13 MR. EVANS: Yeah, and we have discussed specifically
14 that with regard -- with regard to the house, this occurred
15 while -- while June was obviously declining and -- and at the
16 time, you know, when there's just the two, marital couple in
17 the house and a third party goes in there, there's not much
18 anybody could do, let alone a guardian. But if we have a
19 commitment and a plan going forward is that we're not doing
20 contractual -- there's no contractual anymore.

21 THE COURT: So here -- here's my plan.

22 MR. EVANS: There's no -- right.

23 THE COURT: And I've told you guys this before, my
24 plan is to win the lottery next week.

1 MR. EVANS: Right.

2 THE COURT: It is my for sure plan.

3 MR. EVANS: Uh-huh.

4 THE COURT: Now, Wells Fargo is not going to loan me
5 \$5-million this afternoon --

6 MR. EVANS: Right.

7 THE COURT: -- based on my plan.

8 MR. EVANS: Right.

9 THE COURT: Okay? So you guys can have all kinds of
10 plans you want, but it doesn't really go that far here, right?
11 Just like my plan doesn't go that far with Wells Fargo.

12 MR. EVANS: Right.

13 THE COURT: All right? So that's about how much
14 stock I give to plans, okay? And it's not you, Counsel,
15 that's just generally.

16 MR. EVANS: Right.

17 THE COURT: I understand you've got a plan, but I've
18 got some real problems and so I -- I know you don't have the
19 paperwork on the house, I know you don't have more information
20 for me. I need to see it. I want to know if her signature is
21 on it. I need this from the investigator. It's a lot of what
22 ifs --

23 MR. EVANS: Uh-huh.

24 THE COURT: -- you know, and you guys probably don't

1 have -- like you said, this is moving fast.

2 MR. EVANS: Right.

3 THE COURT: You don't have all the information, I
4 know you don't have all the documents.

5 MR. EVANS: Right.

6 THE COURT: So I don't want to -- and Mr. Piccolo, I
7 didn't give you a chance to talk today. I think you're -- are
8 you on the bench today? Are you on the sidelines?

9 MR. PICCOLO: I'm co-counsel with Mr. Kehoe, so --

10 THE COURT: You're sidelined? Okay. All right.
11 Well, if you want to say -- I didn't want you to think I was
12 being rude and --

13 MR. PICCOLO: You're okay.

14 THE COURT: All right. So those are my concerns.
15 Counsel, they want a status check 10/15.

16 MR. MICHAELSON: Yeah, the only -- the major issue
17 we have with that is discontinuing the guardianship while we
18 have the winds of change at our back. Right now, the only
19 reason that we've had -- I have never in my career put so much
20 effort into meet and confer as I did to this one.

21 It was weeks and weeks and weeks of stonewalling, by
22 both of the parties. We offered to pay for attorneys, we
23 offered things, and it's only now because you're here that we
24 have this sudden sea change of an agreement and -- and Ms.

1 Maria Sandoval. Yeah. That's the only reason this framework
2 is here.

3 We -- we agree -- the parties can work it out, that's
4 obviously everyone's goal at the end. But what happened was,
5 I want to read this definition I just looked up right here;
6 passive aggressive as defined by Oxford dictionary. Of or
7 denoting a type of behavior or personality characterized by
8 indirect resistance to the demands of others and an avoidance
9 of direct confrontation as in procrastinating, pouting or
10 misplacing important materials.

11 We have been denied as -- even the guardian, denied
12 medication, we've been given outdated medication, medication
13 mixed with Jerry's stuff, we haven't been told who the doctors
14 are, it's been absolute stonewalling here. And our argument
15 is we --

16 THE COURT: Wait a second.

17 MR. EVANS: That's not true. I provided you the --

18 MR. MICHAELSON: You did eventually.

19 MR. EVANS: -- medical -- immediately.

20 MR. MICHAELSON: About two days ago.

21 MR. EVANS: Immediately when you asked.

22 MR. MICHAELSON: When you came on two days ago. And
23 we've been asking for that --

24 MR. KEHOE: And we provided all of that before the

1 guardianship ever even existed.

2 MR. MICHAELSON: And there's where --

3 UNIDENTIFIED VOICE: No ID.

4 MR. MICHAELSON: -- the tip of the iceberg of the
5 disagreement here. So what we're saying is, Ms. Jones -- Ms.
6 Kimberly Jones, I believe, is a very intelligent, capable
7 person, but she is also capable of profound not cooperating
8 with people or returning phone calls. And -- and I think this
9 framework of having you involved is absolutely necessary to
10 the parties.

11 The other interesting thing that they're not really
12 addressing is they're both openly saying well, if this thing
13 doesn't work out, we're going to go sue each other under
14 162(a) on the POA and we're going to maybe initiate a lawsuit
15 for elder abuse, we might do a lawsuit for recovery of the
16 home, and I'm sitting here going you can do a 162(a) here.
17 The POAs are suspended, we could ask you to interpret what
18 authority that has as we come back. We can have the
19 guardianship compliance office work, we have investigators
20 that are here, but I think the pressure of you and the Legal
21 Aid attorney is imperative at this time. That's our stand.

22 THE COURT: Counsel, what's your suggestion on
23 moving forward? We have a 10/15 date anyway.

24 MR. MICHAELSON: That's on -- that's on the general.

1 I would -- we would ask that you continue the temporary
2 guardian in place during that time and then what we would ask
3 for is mediation. That's where I think this is going to go.
4 Rather than both -- all sides filing numerous pleadings in the
5 case, just sit us down with a retired judge maybe, something
6 like that. That's -- I think that's really where this case
7 needs to go, is sit us down in a room for a day and work it
8 out so it's not just those two parties who have demonstrated.
9 I can personally verify this. There's a -- a tendency on both
10 of those parties to pretend nothing's wrong and at -- when
11 they're in power, and other people are left out. It needs to
12 be a global solution and I think that's with Your Honor, with
13 the Court's oversight.

14 So we -- we plead that this -- all this happened
15 because of this court process.

16 THE COURT: Ms. Parra-Sandoval, what's your
17 suggestion moving forward?

18 MS. PARRA-SANDOVAL: Your Honor, my suggestion is
19 that the temporary guardianship stay in place. As far as the
20 guardian, my client does want Kimberly Jones to take over.
21 And if there will be a general guardianship, she wants
22 Kimberly to also be her guardian.

23 THE COURT: Okay. Counsel, anything else in
24 closing?

1 MR. EVANS: Obviously we disagree about the factual
2 matters and who was communicating with who. Kimberly attached
3 at least four emails --
4 THE COURT: Well Counsel, I --
5 MR. EVANS: -- that were not responded to by -- by
6 the Petitioners for guardianship.
7 THE COURT: Okay.
8 MR. EVANS: And so, it demonstrates --
9 THE COURT: Did she respond -- like I'm a little bit
10 -- I, you know, how is she doing is one thing. I need her
11 medication is totally another.
12 MR. EVANS: Of course.
13 THE COURT: So that --
14 MR. EVANS: Right.
15 THE COURT: -- was not provided until you came on.
16 MR. EVANS: That is a --
17 MR. KEHOE: No.
18 MR. EVANS: That's a falsity, Your Honor. They --
19 they were there, they were in the home.
20 UNIDENTIFIED VOICE: I have video.
21 MR. EVANS: They had access to the medication.
22 MR. MICHAELSON: It was placed by Ms. Jones in the
23 trunk of her car and locked in the garage. And then when she
24 wanted to, she would go out and say okay, take this. She gave

1 us a bag. The bag was expired and it had Jerry's medication
2 in it.

3 THE COURT: Okay. So let me tell you this, let me -
4 - and I'm just going to speak to the parties and the family.

5 If I find out that somebody locked this sweet lady's
6 medication in the trunk of your car and gave her -- gave them
7 the wrong medication, gave them expired medication, Ms. Parra-
8 Sandoval will see me lose my mind like I never have. Well,
9 maybe a couple of times. But I'm going to -- you know that I
10 -- I need her to be taken care of.

11 MR. EVANS: Of course.

12 THE COURT: And I understand if you don't agree with
13 me and I don't -- I -- I really understand if you don't agree
14 with each other. Got it. However, her medication, her well-
15 being, is so important to me, it's the most important thing,
16 okay?

17 So you can hate each other, okay? And I'm sure that
18 you do, okay? Because you're sisters and sometimes I hate my
19 sister, so I get that. Okay? I totally get it, right? I am
20 never going to solve all of your problems, right? Because all
21 of your problems are like 40 years old. You guys are young,
22 maybe 30 years old. Right? Not old like me. And Mr.
23 Michaelson.

24 But I can't fix them, right? All these lawyers in

1 this room can't fix them. Okay? This is the tip of your
2 family iceberg that I'm seeing, right? But I need you and I
3 will hold it against ya, if you do not act in her best
4 interest. Okay? So when it comes to medication, when it
5 comes to her doctors, when it comes to making sure she -- and
6 that's the basic stuff, that is basic. All right? Totally
7 basic.

8 Beyond that is stuff that you guys know that nobody
9 else knows, right? What kind of shoes she likes, what kind of
10 sweaters she wants to wear, what color is her color, okay?
11 All of those things you guys know. When you walk into a
12 store, you know my mom would love this, she would hate that.
13 Right? You guys know her like no one else in the world.
14 Okay? And you can take care of her like no one else in the
15 world.

16 So for right now, I need you to set aside the 30
17 years of sister drama and family drama and work together on
18 your mom. Okay? I am going to hold you to it, okay? I need
19 you to do that for me. I need somebody to protect her, okay?
20 That means protect her and make sure she has the right
21 medication. That means protect her and make sure that
22 everybody knows what doctor she's going to. That means
23 protect her and make sure that nobody steals \$100,000 from
24 her. Okay? Or that she signs papers she doesn't know about.

1 Okay?

2 All of those thing -- there's a gentleman in the
3 back raising his hand. Sir, will you stand up and tell me
4 your name?

5 MR. LOGGINS: Yes, Your Honor. And I do have
6 something to say.

7 THE COURT: Oh, tell me your name for the record.

8 MR. LOGGINS: Dean Loggins.

9 THE COURT: And Dean, how are you related to
10 Kathleen?

11 MR. LOGGINS: I'm Kimberly's fiancé.

12 THE COURT: Oh, okay.

13 MR. LOGGINS: And what I was --

14 THE COURT: Counsel, any objection to him speaking
15 as no biologic relation?

16 MR. MICHAELSON: I guess I object. I think the
17 parties have it, we have Legal Aid counsel here.

18 THE COURT: Well, go ahead.

19 MR. LOGGINS: I want to speak about Kimberly,
20 though. It -- it sounds to me like you're under the
21 impression that she -- Your Honor, let me tell you. She's the
22 one that takes her to all of her doctors appointments. She
23 makes sure that all of her medicines she takes everyday. She
24 is the one that initiated all these issues with taking her to

1 the Cleveland Clinic. If I had anybody there wanting to care
2 for my mother, I could tell you from the bottom of my heart
3 this girl would never do anything to hurt her mother, ever.

4 She has -- I've seen her work with -- she comes home
5 one day and she said she met some lady at Triple-A, an elderly
6 lady, and for the next eight months she took her to their
7 doctor -- she did all this no charge, no nothing, no --
8 nothing to gain, because the lady needed help.

9 Kimberly would never do anything to hurt this -- her
10 mother. She loves her with all of her passion and she's been
11 with her for five months. And when you give them temporary
12 guardianship and she continues to take care of her mother,
13 they don't do one thing, not one day did they spend there.

14 UNIDENTIFIED VOICE: We couldn't.

15 UNIDENTIFIED VOICE: That's not true.

16 MR. LOGGINS: Not one day, Your Honor. She did --
17 continued to do what she's been -- done for five months.

18 And the other thing about the house, it's not like
19 Kimberly didn't act on it, when we found out about it, she
20 acted immediately. We did -- got all the bank financial
21 records, she acted -- she hired an attorney on the issue, it
22 was -- that's BS that she did not do what she was -- was
23 supposed to do. She overlooked (sic) her mother's affairs and
24 always thought what was best for her.

1 And if you talk to Ms. Jones, she'll tell you that
2 she wants one thing and that's -- she loves her husband, she
3 wants to be back with him. We want to facilitate that. But
4 we only agreed to it under the terms that Kimberly gets to
5 oversee the whole thing.

6 I think the attorneys are not telling you the whole
7 story here. Kimberly goes at this with everything she's got.
8 She would never, ever, let anything happen to her mother and
9 she wouldn't -- it wasn't that she wouldn't give her the
10 medicine, she did give her the medicine. She (indicating)
11 just was not aware of what her mother took, because she's not
12 been involved in her mother's life.

13 UNIDENTIFIED VOICE: Your Honor, I have video.

14 THE COURT: Hold on.

15 MR. MICHAELSON: Yeah, just --

16 UNIDENTIFIED VOICE: I've heard -- (indiscernible)
17 locked in the trunk.

18 THE COURT: Anything else?

19 MS. BUTLER: Your Honor, I have something to say.

20 THE COURT: Yes. Can you tell us your name and your
21 relationship to Ms. Jones?

22 MS. BUTLER: My name is Terri J. Butler, I am the
23 oldest daughter of five kids.

24 MR. MICHAELSON: We would object to this as long as

1 she hasn't filed in the case, but --

2 THE COURT: I'm going to allow it.

3 MS. BUTLER: I am the oldest daughter.

4 THE COURT: I'm the oldest, too.

5 MS. BUTLER: Of five -- of five kids. And I'm not
6 here for either side. I'm here for my mom. And over the last
7 30 years, my mom has made clear to me what she's wanting. She
8 has made clear to everyone in my whole family what she's
9 wanting. And that's the only reason I'm here.

10 I want my mom protected and I want her wishes. And
11 I know for a fact, because she's told me, on many, many
12 occasions on what she wants. And the most dramatic part of
13 that is that she never, ever, wants Robyn in charge of her.
14 And that is because Robyn bullies her into doing things that
15 she does not want to do.

16 I have many examples of that fact and that's
17 hearsay, okay, but as I said, my main concern is for my mom.
18 So -- and what her best interest is. And that's the only
19 reason I'm here is to make sure what my mom's will is what she
20 wants is taken care of.

21 THE COURT: Thank you so much.

22 MS. BUTLER: And so much to the point that I have a
23 husband in the hospital that they don't know what's wrong with
24 him and has been since Sunday. And he told me to come here to

1 make my mom's will known to the Court. And that's what I'm
2 here for.

3 THE COURT: Thank you so much for being here. I'm
4 sorry we were running late today.

5 MS. BUTLER: That's okay.

6 THE COURT: I want you to get back to the hospital
7 to your husband.

8 MS. BUTLER: Thank you.

9 THE COURT: And in the future, if you wanted to
10 appear by telephone or something else, you can file something,
11 okay, so you can do that.

12 MS. BUTLER: Thank you.

13 THE COURT: All right? Because I know that there's
14 extenuating circumstances. So thank you for being here.

15 MS. BUTLER: Thank you.

16 THE COURT: Counsel.

17 MR. KEHOE: If I may, Your Honor?

18 THE COURT: Yes, absolutely. Go ahead.

19 MR. KEHOE: Again, I think that June's husband and
20 their marital relationship is being lost a bit in this. I
21 think everybody acknowledges that June significantly loves her
22 husband and wants to be with her husband. That's -- that's a
23 fact. And -- and so I hope Your Honor takes that into
24 account, regardless of -- of if there's a temporary guardian,

1 if Kimberly is just oversighting things in the least
2 restriction means possible, I think that it's important to
3 allow them to live together, to live together privately as a
4 marital couple like they've done for nine years, without any
5 problems.

6 That's why this home transfer occurred 21 months ago
7 without oversight is because there was no need for oversight.
8 There is no -- there was no concern there. There's no
9 concern. Her -- June has always been taken care of by Jerry
10 for nine years until he had his heart issues just a few months
11 ago, which is when the family got involved. Prior to that,
12 there was essentially no care provided by the daughter.

13 MR. MICHAELSON: That's -- that's not true.

14 UNIDENTIFIED VOICE: That's not true.

15 MR. KEHOE: It was all provided by her husband.
16 They lived independently and in fact, they traveled about
17 eight months out of the year in a motor home without the
18 daughters even nearby. And so -- so -- and I don't think
19 there's been any allegations anywhere that Jerry has ever been
20 improper to his wife.

21 MR. MICHAELSON: Well, there is the --

22 MR. KEHOE: So --

23 MR. MICHAELSON: -- that he excluded her -- her
24 caregiver, and that's -- that's where we -- so let me make

1 clear --

2 MR. KEHOE: That only occurred, Judge --

3 MR. MICHAELSON: -- we're not --

4 MR. KEHOE: -- in the last month --

5 MR. MICHAELSON: Counsel, we're --

6 MR. KEHOE: -- with all of this -- with all of this
7 contention that has occurred. When attorney demand letters,
8 when threats, when everything else started invading their
9 lives, and causing that contention and everything else, then
10 there were concerns expressed. But even during that, during
11 that month of attorneys -- this started August 5th is when the
12 attorneys got involved. And again, prior to that, Jerry was
13 100 percent in control.

14 So Kimberly got involved and even after the
15 attorneys were involved, Kimberly was regularly invited to
16 doctors appointments, to the hospital, she was actively
17 involved with the cooperation of Jerry. They -- they were
18 involved. And so -- so I think it's important to allow them
19 back together.

20 As far as who is selected, the statute is clear,
21 that if there's a nominated person, that person is preferred,
22 at least to start with. After that is the husband. Now we
23 have June represented by Counsel and June is expressing to
24 Counsel that she still wants her person nominated in the

1 powers of attorney. And so then you drop -- and -- and we
2 have Terri's suggestion that that's what June wants for her
3 whole life and that specifically June does not want Robyn as
4 in charge.

5 And so -- so after all of those four steps, then you
6 get down to other children; who have never been nominated, who
7 have never been suggested and according to Terri in the
8 family, have been indicated not preferred. And so, I don't
9 think that temporary guardianship that's currently in place, I
10 don't think it statutorily makes sense because I don't know
11 that there's an immediate risk to June.

12 MR. MICHAELSON: May I respond to some of these?

13 THE COURT: Well, here -- here's my concern.

14 MR. MICHAELSON: Yeah.

15 THE COURT: That that's for -- that's the statutory
16 construction for a permanent guardianship. The allegations
17 contained in the petition, a lot of them we haven't even
18 gotten into today, are so serious and including the
19 concessions about the house that I'm hearing today, make me so
20 concerned that I have no other option but to extend the
21 temporary guardianship until I get the results from this
22 investigation and have more information. At that time, I will
23 be able to make findings of fact and go through the statute
24 and determine if this is all of -- if you didn't prevent the

1 caretaker from coming, if you didn't cancel doctors
2 appointments, if you didn't hide the medication in the trunk,
3 all -- all of these things, right? What happened with the
4 house? Were you involved with the house, were you not
5 involved in the house? Why do we have this transfer of the
6 house? Why is he so quick to say oh sure, I'll give back the
7 house, no problem?

8 I need answers to all of these things. If all of
9 those things happened, they are absolutely unsuitable and it's
10 a likely outcome that they would be, despite the nomination,
11 despite everything else, they've proven their unsuitability if
12 those things are -- are found to be true.

13 I know they're allegations right now, but I want you
14 to understand the seriousness of the allegations and the
15 concession about the house is a lot.

16 This is not, you know, the smallest of her assets,
17 right? This is a very large asset for them and it's important
18 to me.

19 Mr. Michaelson?

20 MR. MICHAELSON: I just was going to say somehow
21 we're being painted in this corner that we don't Jerry and
22 June to be together. That -- that's not what we stand for, at
23 all. We're not saying that. That's really kind of an extra
24 issue.

1 The issues that go to that are Mr. Kehoe's client is
2 still in the process of trying to evict Kimberly and her
3 boyfriend that are the caregivers from the Craft house. So
4 that creates a domino effect. That -- it's astonishing the
5 curated way this is being portrayed here.

6 THE COURT: And I don't understand why nobody says
7 this to me today.

8 MR. MICHAELSON: Yeah, you're --

9 THE COURT: Go ahead.

10 MR. MICHAELSON: I mean, it's -- it's -- yeah, so
11 there's that issue.

12 The other thing is --

13 MR. KEHOE: That's not accurate, Your Honor.

14 MR. MICHAELSON: You told me that the other day.

15 MR. KEHOE: There was an eviction action that
16 occurred prior -- prior to them taking June from Phoenix. So
17 June was in the care of her husband, okay? That's an
18 undisputed fact. June was in the care of her husband.
19 Kimberly and her boyfriend were living in the Craft home
20 temporarily when Jerry needed assistance, then June would live
21 with them. But at the time, June was living with her husband.

22 THE COURT: So why the eviction?

23 MR. KEHOE: And so, because of all of this
24 contention, and fighting back and forth, then Jerry was taking

1 care of June. And so Jerry had June and so an eviction was
2 started. They had moved out or so we thought, and so an
3 eviction had started.

4 That eviction was over and then prior to the
5 guardianship, a second eviction was started, but that was
6 before the guardianship.

7 MR. MICHAELSON: Well, that's --

8 MR. KEHOE: We have not --

9 MR. MICHAELSON: -- why I brought the guardianship.
10 That's part of the reason.

11 MR. LOGGINS: We fought the eviction and won.

12 MR. MICHAELSON: The --

13 MR. KEHOE: The --

14 THE COURT: It all concerns me. All of those
15 factors really, really concern me, okay? This is a lot, okay?
16 I am going to continue the temporary guardianship. Counsel,
17 you can get me an order --

18 UNIDENTIFIED VOICE: Well --

19 THE COURT: Hold on. The 10/15 status check I will
20 not have the -- the investigator will not have enough time by
21 10/15, which is just really two weeks from now, to obtain all
22 of the information. Counsel, I would ask you if you -- but
23 I'm going to order that -- order them to appear on that day.
24 I -- they'll hopefully have some information that they can

1 orally respond.

2 Here is my other concern. I don't want to move her
3 to move her again, okay? And so there has been a move that's
4 taken place. For her benefit, I want calmness, all right?
5 And I don't want to move her and then in 30 days or 15 days
6 move her again. That's just too much. All right?

7 This is really just for two weeks. I'm going to hit
8 the pause button so that you all have an opportunity to get me
9 more information, okay? And I can get it through the
10 investigator. I am really concerned about the allegations,
11 they are significant, okay? And where there's smoke there's
12 fire.

13 There's a lot going on with this house, with the
14 transfer, with the double evictions, with everybody fighting
15 against each other. I don't understand why we -- it was -- if
16 this house deal was really to benefit them, then why are we
17 evicting two times the caregiver and then why are the
18 caregivers fighting in court, this just doesn't make sense,
19 right? It does -- if this was all for Mom's benefit, then why
20 are we evicting the caregiver, right?

21 MR. EVANS: I think there's a -- yeah, a little bit
22 of confusion there. But the -- the important thing to
23 consider is that I -- I -- June wants Kimberly to be the
24 temporary guardian and Kim should be the temporary guardian.

1 She -- she's there. She's there. She's providing caregiving
2 now.

3 THE COURT: Until she gets evicted.

4 MR. EVANS: She's not going to get --

5 MR. KEHOE: No, that eviction was stopped, Your
6 Honor.

7 MR. EVANS: She's not going to get evicted.

8 MR. MICHAELSON: But -- but can you ask them --

9 THE COURT: No, I -- I -- look --

10 MR. EVANS: Kim -- Kim is fully capable --

11 THE COURT: -- I made -- I made my --

12 MR. EVANS: -- of responding to that.

13 THE COURT: I'm concerned that she's not. And I am
14 concerned that based on all of the allegations today that
15 temporarily they are going to be the guardians. I may make a
16 wholly different decision about the permanent guardianship,
17 totally. And I don't want you to take my temporary orders as
18 a sign of what's likely to happen at the -- at the permanent
19 hearing, okay? I'm going to look at this really fresh.
20 There's two things that are going into this decision, and I
21 told you this already.

22 Number one, I don't want her to move, to move again.
23 Okay? We're coming back in two weeks. All right? She's
24 going to stay put for two weeks. Status quo remains.

1 Number two, the allegations are very, very
2 significant. I know you're downplaying it, I know you don't
3 think it's a big deal, show me the paperwork, okay? I'm real,
4 real concerned about it, all right? And I want to hear more
5 about it, okay?

6 Ms. Parra-Sandoval's concerned about it. She didn't
7 know anything about it. I want to know. I want to know. If
8 she's such a great power of attorney, why is she getting
9 evicted? If she's such a great power of attorney, why did --
10 what was going on with this house?

11 Who's this lawyer she hired? What action did they
12 take? I need to know all of that stuff.

13 MR. EVANS: Your Honor, she quashed the eviction.
14 It's been taken care of and we've worked out subsequently that
15 that is not happening --

16 THE COURT: The fact that it got filed is concerning
17 to me, twice.

18 MR. EVANS: That's beyond her power to control. I
19 mean, they could try to --

20 THE COURT: I'm not saying --

21 MR. EVANS: Right. But --

22 THE COURT: But it shows me that this is not --

23 MR. EVANS: But it still --

24 THE COURT: -- for grandma's best interest.

1 MR. EVANS: And I'm not arguing with you at all,
2 Your Honor, it's just that Kim can -- is fully capable of
3 controlling that situation.

4 THE COURT: I'm concerned that she's not and
5 suitability is an issue.

6 MR. EVANS: But even they have --

7 THE COURT: And allegations are significant.

8 MR. EVANS: Even they have left --

9 THE COURT: You can continue to argue, but I've made
10 my order and we're getting ready to go off the record.
11 Counsel, I'll see an order from you. We'll see you on the
12 15th.

13 MR. KEHOE: So Your Honor, how about --

14 THE COURT: You can continue to argue --

15 MR. KEHOE: Okay.

16 THE COURT: -- but I could go off the record or walk
17 out if that's what it takes.

18 MR. KEHOE: Jerry's visitation to his wife? Can we
19 address that?

20 THE COURT: Counsel?

21 UNIDENTIFIED VOICE: 8:00 a.m. to 8:00 p.m., anytime
22 he wants.

23 MR. MICHAELSON: We said 8:00 to 8:00 p.m., and in
24 fact, we said overnight.

1 MR. KEHOE: Supervised visitation with his wife is
2 necessary?

3 MR. MICHAELSON: Please, Mr. Kehoe -- I've let him
4 talk quite a lot or you've allowed him to talk. We -- we have
5 offered to do various different setups. They say they will
6 not be in the same home as Kimberly. So that puts us in an
7 awkward situation.

8 THE COURT: As Kimberly?

9 MR. MICHAELSON: Because she's the caregiver.

10 THE PROTECTED PERSON: I have great children.

11 MR. MICHAELSON: And so we're saying well, then
12 you've got 8:00 a.m. --

13 MR. KEHOE: Living with Kimberly.

14 MR. MICHAELSON: -- until 8:00 at night. And that's
15 been -- and that's been an offer, it's out there, they're
16 welcome to do that.

17 UNIDENTIFIED VOICE: And as far as (indiscernible),
18 I've got a video of her saying she doesn't want to be left
19 alone with them. I have it on my phone and the attorney saw
20 it.

21 MR. MICHAELSON: I think we can discuss other
22 things. I also -- I wish we could get into mediation. I
23 think that would be a --

24 THE COURT: I'm going to make that determination on

1 the 15th.
2 MR. MICHAELSON: Okay.
3 THE COURT: I need to see some more information
4 here.
5 MR. MICHAELSON: Okay.
6 THE COURT: I'm not getting a straight story and I
7 need information by a third party.
8 MR. EVANS: Kimberly --
9 THE COURT: Ms. Parra-Sandoval, as to visitation?
10 UNIDENTIFIED VOICE: We need medication for my mom.
11 MR. MICHAELSON: Okay. Do we have the medication?
12 UNIDENTIFIED VOICE: We don't have all --
13 UNIDENTIFIED VOICE: No.
14 UNIDENTIFIED VOICE: -- her doctors, we don't have -
15 -
16 UNIDENTIFIED VOICE: We don't have her doctors, we
17 don't have any of that.
18 MS. PARRA-SANDOVAL: Your Honor, as to visitation,
19 she wants to see her husband, so she should have access to her
20 husband.
21 UNIDENTIFIED VOICE: Full access.
22 MS. PARRA-SANDOVAL: He should be able to visit.
23 She should be able to go with him.
24 UNIDENTIFIED VOICE: Absolutely.

1 THE COURT: Okay.

2 MS. PARRA-SANDOVAL: There's no reason to stop them

3 from continuing the --

4 THE COURT: Do you believe 8:00 a.m. to 8:00 p.m.

5 are reasonable hours to --

6 UNIDENTIFIED VOICE: We made it work.

7 THE COURT: What I don't -- what I -- I think that,

8 you know, picking her up at 3:00 in the morning, that's just

9 not reasonable, right?

10 MS. PARRA-SANDOVAL: Correct.

11 THE COURT: And so when I say 8:00 a.m. to 8:00

12 p.m., I say that only because that seems like a reasonable

13 timestamp so that nothing --

14 MS. PARRA-SANDOVAL: Well, I imagine she has to

15 sleep at night, so that seems reasonable to me.

16 THE COURT: Me, too. Yeah. So 8:00 a.m. to 8:00

17 p.m.?

18 MS. PARRA-SANDOVAL: Yes.

19 THE COURT: Okay. Unsupervised.

20 MS. PARRA-SANDOVAL: Unsupervised.

21 THE COURT: All right.

22 MR. EVANS: And it's my understanding they -- the

23 Petitioners still want Kim to be maintained in a caregiving

24 role.

1 MR. MICHAELSON: Absolutely.

2 MR. EVANS: There's been no objection to that.

3 MR. MICHAELSON: What's -- what's happening so far
4 and my understanding, it would -- it would be gra -- let me
5 put it this way to try to be the least conflicting. Can we
6 just have an understanding -- is Kim willing to provide that
7 care, because -- so that we don't have to pay for other care;
8 is that --

9 THE COURT: Counsel?

10 MR. EVANS: Yes. Of course. She's committed to
11 provid --

12 MR. LOGGINS: And she has for months.

13 THE COURT: All right. So I allowed you to speak
14 previously, but I'm going to -- for the record, you're of no
15 biologic relation to this family, you haven't filed as an
16 interested party, and so I will allow you to speak once, but
17 we have so many lawyers and so many parties, I cannot allow
18 everyone in the gallery an opportunity to just join in in the
19 conversation like we're sitting around the kitchen table,
20 okay?

21 There is some formality. Although I ask a lot of
22 questions and this is very conversational, sometimes with the
23 lawyers, what you'll see is that they're trying not to talk at
24 the same time for a lot of reasons that we're recording this,

1 there's a transcript of this, we can't talk at the same time,
2 people in the back are not on the transcript because we have
3 no microphone back there, so I'm going to ask at the next
4 hearing, I'm going to allow only those interested parties that
5 have filed to speak. If you want to speak, I'll let you speak
6 at the end of the hearing. All right?

7 Anything else?

8 MR. MICHAELSON: No, Your Honor. Or --

9 UNIDENTIFIED VOICE: We need medications and we need
10 her medical records. We have a list of the basic things that
11 we've asked for my mom for the last 10 days.

12 THE COURT: I think that that tempor --

13 MR. MICHAELSON: I think they will provide --

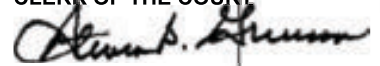
14 THE COURT: Hold on. That temporary guardianship
15 order and that order today certainly entitles them to the
16 medication. Counsel, I don't think you're trying to withhold
17 the medication.

18 MR. EVANS: Hasn't happened.

19 THE COURT: A list of her prescriptions. So I would
20 like in the next 48 hours a list of her medications to be sent
21 over if the -- and where they're supposed to pick these up at
22 and how we can continue doing this, okay? And the doctors
23 appointments that are coming up so that they'll know.

24 UNIDENTIFIED VOICE: Thank you.

1 MR. MICHAELSON: Thank you.
2 THE COURT: I don't want any lapse in care for your
3 mom.
4 UNIDENTIFIED VOICE: Thank you.
5 THE COURT: Anything else?
6 MR. KEHOE: So June is staying in the home, in the
7 Craft home, Kimberly is continuing to live there --
8 THE COURT: Status quo.
9 MR. KEHOE: -- as the caregiver.
10 THE COURT: Yes.
11 MR. KEHOE: Okay.
12 THE COURT: Thank you.
13 MR. KEHOE: Thank you.
14 (PROCEEDINGS CONCLUDED AT 11:08:19)
15 * * * * *
16
17 ATTEST: I do hereby certify that I have truly and
18 correctly transcribed the digital proceedings in the above-
19 entitled case to the best of my ability.
20 /s/ Kimberly C. McCright
21 Kimberly C. McCright, CET
22
23
24



1 **NEO**

2 John P. Michaelson, Esq.

3 Nevada Bar No. 7822

4 Email: john@michaelsonlaw.com

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12 Fax: (702) 731-2337

13 Attorneys for Petitioners

DISTRICT COURT

CLARK COUNTY, NEVADA

14 IN THE MATTER OF THE GUARDIANSHIP)
15 OF THE PERSON AND ESTATE OF:)

16 Kathleen June Jones,)

17 An Adult Protected Person.)

Case Number: G-19-052263-A

Department: B

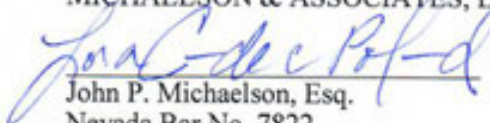
NOTICE OF ENTRY OF ORDER EXTENDING TEMPORARY GUARDIANSHIP

18 To: Whom It May Concern:

19 Notice is hereby given that on October 3, 2019, an Order Extending Temporary
20 Guardianship was entered in the above-titled matter, a copy of said Order is attached hereto.

21 DATED: October 3, 2019.

MICHAELSON & ASSOCIATES, LTD.



John P. Michaelson, Esq.

Nevada Bar No. 7822

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Henderson, Nevada 89052

CERTIFICATE OF SERVICE

Pursuant to Nevada Rule of Civil Procedure 5(b), the undersigned hereby certifies that on October 3, 2019 a copy of the Notice of Entry of Order Extending Temporary Guardianship and said Order was mailed by regular US first class mail, postage prepaid, in a sealed envelope in Henderson, Nevada to the following individuals and/or entities at the following addresses:

Kathleen June Jones 6277 Kraft Avenue Las Vegas, Nevada 89130	Maria L. Parra-Sandoval, Esq. Legal Aid Center of Southern Nevada mparra@lacsns.org
Matthew C. Piccolo, Esq. PICCOLO LAW OFFICES matt@piccololawoffices.com Co-Counsel for Rodney Gerald Yeoman	Ty E. Kehoe, Esq. KEHOE & ASSOCIATES TyKehoeLaw@gmail.com Attorney for Rodney Gerald Yeoman
Jeffrey P. Luszeck, Esq. Ross E. Evans, Esq. SOLOMON DWIGGINS & FREER, LTD. jluszeck@sdfnvlaw.com revans@sdfnvlaw.com Attorney for Kimberly Jones	Teri Butler 586 N. Magdalena Street Dewey, AZ 86327
Jen Adamo 14 Edgewater Drive Magnolia, DE 19962	Scott Simmons 1054 S. Verde Street Anaheim, CA 92805
Jon Criss 804 Harksness Lane, Unit 3 Redondo Beach, CA 90278	Ryan O'Neal 112 Malvern Avenue, Apt. E Fullerton, CA 92832

Tiffany O'Neal 177 N. Singingwood Street, Unit 13 Orange, CA 92869	Courtney Simmons 765 Kimbark Avenue San Bernardino, CA 92407
Ampersand Man 2824 High Sail Court Las Vegas, Nevada 89117	Division of Welfare and Supportive Services Medicaid Chief Eligibility and Payments 1470 College Parkway Carson City, Nevada 89706

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Attorneys for Petitioners

DISTRICT COURT

CLARK COUNTY, NEVADA

IN THE MATTER OF THE GUARDIANSHIP
OF THE PERSON AND ESTATE OF:

Kathleen June Jones,

An Adult Protected Person.

Case Number: G-19-052263-A
Department: B

Date of Hearing: 10/3/19
Time of Hearing: 9:00 a.m.

ORDER EXTENDING TEMPORARY GUARDIANSHIP
DATE OF EXPIRATION: 12/3/2019

☒ **TEMPORARY GUARDIANSHIP**

- ☐ Person
☐ Estate ☐ Summary Admin.
☒ Person and Estate

☐ **GENERAL GUARDIANSHIP**

- ☐ Person
☐ Estate ☐ Summary Admin.
☐ Person and Estate

☐ **SPECIAL GUARDIANSHIP**

- ☐ Person
☐ Estate ☐ Summary Admin.
☐ Person and Estate

☐ **NOTICES / SAFEGUARDS**

- ☐ Blocked Account
☐ Bond Posted
☐ Public Guardian Bond

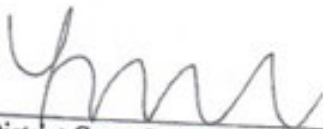
At a hearing on October 3, 2019, and upon good cause, this Court hereby orders that the
temporary guardianship authority of Robyn Friedman and Donna Simmons is in full force and

///

///

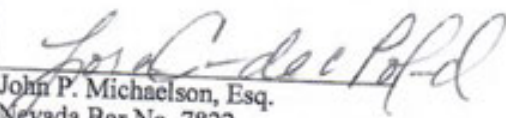
1 effect of the Person and Estate of Kathleen June Jones and is extended until the expiration date
2 above.

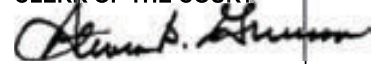
3 DATED: 10/3, 2019.

4 
5 District Court Judge
LINDA MARQUIS

6 Submitted by:

7 MICHAELSON & ASSOCIATES, LTD.

8
9 
10 John P. Michaelson, Esq.
Nevada Bar No. 7822
11 Lora L. Caindec-Poland, Esq.
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13 Attorneys for Petitioner
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**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of the Guardianship of:
Kathleen Jones, Protected Person(s)

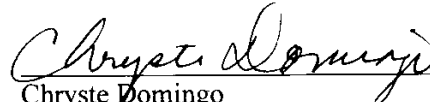
Case No.: G-19-052263-A
Department B

NOTICE OF ENTRY OF ORDER

TO ALL INTERESTED PARTIES:

PLEASE TAKE NOTICE that an Order was entered in the above-entitled matter on October 04, 2019, a true and correct copy of which is attached hereto.

Dated this 4th day of October, 2019.



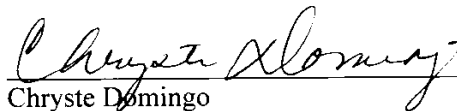
Chryste Domingo
Judicial Executive Assistant to the
HONORABLE LINDA MARQUIS

CERTIFICATE OF SERVICE

I hereby certify that on the above file stamped date:

☒ E-Served pursuant to NEFCR 9 on October 04, 2019, or placed in the folder(s) located in the Clerk's Office of, the following attorneys:

John P. Michaelson, Esquire
Ty E. Kehoe, Esquire
Maria L. Parra-Sandoval, Esquire
Jeffrey P. Luszeck, Esquire



Chryste Domingo
Judicial Executive Assistant to the
HONORABLE LINDA MARQUIS



1 ORDR

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA

4
5 In the Matter of the Guardianship of:

6 Kathleen Jones

7 _____
8 Protected Person(s)

Case No.: G-19-052263-A

Department: B

Return Hearing: October 15, 2019

9 ORDER TO APPOINT INVESTIGATOR

10 This matter has been reviewed by the Court on October 3, 2019. The Court, having
11 jurisdiction of the subject matter, finds an investigation is required in this matter.

12 IT IS HEREBY ORDERED:

- 13 1. The Court appoints the following as investigator in this matter:
Kate McCloskey, State Guardianship Compliance Officer, or designee
201 S. Carson Street, Suite 250
Carson City, NV 89701-4702
Phone: 775-684-1783
Fax: 775-684-1723
- 14
15
16
17 2. The State Guardianship Compliance Officer shall conduct an investigation into the
Protected Person's personal circumstances including, but not limited to, the Protected
18 Person's medical and psychiatric/psychological condition, care and maintenance,
19 educational status, placement, and financial status.
- 20 3. Specifically, the State Guardianship Compliance Officer shall conduct an investigation
21 into: the transfer of the Protected Person's home, the Parties involved in the transfer, and
22 the Protected Person's knowledge of the sale.
- 23 4. Upon presentation of this Order to any hospital, medical care facility, health care
24 provider, educational institution, human service agency, financial institution, or other
25 agency or individual providing placement, care, treatment, services, or benefits to the
26 Protected Person, including records of protected health information under the provision
27 of the Federal Health Insurance Portability and Accountability Act of 1996, the State
28

1 Guardianship Compliance Officer shall be authorized to access, review, and/or copy any
2 record relating to the Protected Person, within the scope of this investigation.
3

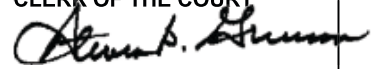
- 4 5. The State Guardianship Compliance Officer shall file a written report with the Court,
5 documenting the results of this investigation, within 90 days of appointment as
6 investigator. The investigative report shall be sent to the parties in this matter, by the
7 State Guardianship Compliance Officer.
8
9

10 IT IS SO ORDERED.

11 Dated this 17th day of October, 2019.

12 
13 DISTRICT COURT JUDGE 

14 LINDA MARQUIS
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matt@piccololawoffices.com

Attorneys for Rodney Gerald Yeoman

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of the Guardianship of the
Person and Estate of

Case No: G-19-052263-A
Dept. No.: B

KATHLEEN JUNE JONES,

Proposed Protected Person.

Hearing: October 15, 10:00 a.m.

**SUPPLEMENT TO OPPOSITION TO APPOINTMENT OF TEMPORARY GUARDIAN
AND GENERAL GUARDIAN AND
COUNTER-PETITION FOR APPOINTMENT OF TEMPORARY GUARDIAN OF THE
PERSON AND ESTATE AND ISSUANCE OF LETTERS OF TEMPORARY
GUARDIANSHIP AND
COUNTER-PETITION FOR APPOINTMENT OF GENERAL GUARDIAN OF THE
PERSON AND ESTATE AND ISSUANCE OF LETTERS OF GENERAL
GUARDIANSHIP**

<input checked="" type="checkbox"/> TEMPORARY GUARDIANSHIP <input type="checkbox"/> Person <input type="checkbox"/> Estate <input type="checkbox"/> Special Guardianship <input checked="" type="checkbox"/> Person and Estate	<input checked="" type="checkbox"/> GENERAL GUARDIANSHIP <input type="checkbox"/> Person <input type="checkbox"/> Estate <input type="checkbox"/> Special Guardianship <input checked="" type="checkbox"/> Person and Estate
<input type="checkbox"/> SPECIAL GUARDIANSHIP <input type="checkbox"/> Person <input type="checkbox"/> Estate <input type="checkbox"/> Special Guardianship <input type="checkbox"/> Person and Estate	<input type="checkbox"/> NOTICES / SAFEGUARDS <input type="checkbox"/> Blocked Account Required <input type="checkbox"/> Bond Required <input type="checkbox"/> Public Guardian's Bond

1 Rodney Gerald Yeoman (“Gerry”), husband of the Proposed Protected Person Kathleen
2 June Jones (“June”), by and through his counsel Ty E. Kehoe, Esq. and Matthew C. Piccolo, Esq.,
3 submits this supplement to his Opposition and Counter-Petition filed on October 2, 2019 to clarify
4 some important facts as the Court considers whether to grant a petition for general guardianship.

5 **The Court should return June and Gerry to the “status quo” regarding their living**
6 **arrangements that existed before the original petition for guardianship was filed.**
7

8 When all is said and done, June and Gerry love each other and want to share their lives
9 together as they happily did for their first nine years of marriage. Before these family disputes
10 arose, June and Gerry resided together in the Kraft House alone. *See* Decl., Rodney Gerald
11 Yeoman, Oct. 10, 2019, ¶ 2. As any married couple should, they shared meals, talked, traveled
12 together, and stayed day and night in the same house as they wished. *Id.* ¶ 6. This was the status
13 quo before any of this happened. *Id.* ¶ 11. Now, because of these family disputes and the
14 temporary guardianship, June and Gerry have been separated and their happy marriage has been
15 disrupted. In fact, June and Gerry have spent less than a total of twenty-four hours together in the
16 past month. *Id.* ¶ 4.

17
18 The only reason Gerry and June have been separated is because Kimberly Jones went to
19 Phoenix, Arizona where June and Gerry were staying temporarily for Gerry’s medical treatment
20 and forcibly took June from Gerry against June’s wishes. *See id.* ¶ 3; Police Report, September
21 7, 2019, Exhibit A in Gerry Yeoman’s Opposition and Counter-Petition for Guardianship. This
22 separation occurred before any party had filed a petition for guardianship. If June was living with
23 Gerry when the daughters sought guardianship was there any legitimate basis for moving June
24 away from her husband and preventing them from living together? The clear answer is “no”
25 because no one has accused Gerry of doing anything wrong to June. Whatever happens with these
26 guardianship proceedings, it is in June’s best interest to be with her husband Gerry, just as they
27
28

1 were before all of this happened.

2 **The Kraft House is the primary source of this dispute and not just June's well-being.**

3 The only reason this dispute arose—and that Kimberly took June from her husband
4 Gerry—is because June's daughters learned that Richard and Kandi Powell had purchased the
5 Kraft House from June and disputed the validity of the sale. Yeoman Decl., ¶ 8.¹ After learning
6 of this fact, Kimberly forcibly took June from Gerry and moved into the Kraft House (June and
7 Gerry's marital home) with her boyfriend and June, but Kimberly has not allowed Gerry to move
8 back in and live alone with June. Instead, Gerry is only allowed to visit with June from 8:00 am
9 to 8:00 pm each day and is forced to travel thirty minutes each way to do so.

11 None of June's daughters are acting in June's best interest in regard to her marriage and
12 emotional well-being. Instead they seem more interested in feuding with each other. Before this
13 dispute arose, June's daughters spent very little time with her. *Id.* ¶¶ 5-6. June wants to be with
14 Gerry, as it was before this dispute about the Kraft House arose (the status quo). At this point, no
15 one has made any accusation that Gerry has harmed June in any way or is unable to care for June,
16 *see Id.* ¶ 7, and no one has denied that June wants to live with her husband Gerry. Kimberly has
17 submitted an email herein stating that June wants to live with Gerry. Robyn has submitted text
18 messages herein stating how much June loves Gerry and how much he loves her mom and wants
19 her happy and taken care of. Whether any of the petitions for guardianship are granted, June and
20 Gerry are married and should be allowed to live together alone. Despite Gerry's temporary
21 medical condition, he is able to care for June, and if needed, he has financial resources to obtain
22 the assistance of a professional caregiver. *See Id.* ¶ 12.

26 ¹ The Court suggested at the last hearing that Richard and Kandi Powell appeared guilty because they expressed a
27 willingness to unwind the sale of the Kraft House. However, the idea of unwinding the sale was originated by Mr.
28 Michaelson as a possible solution to the disputes. He suggested that June's daughters could purchase the Kraft House
back from Richard and Kandi Powell for what the Powells had contributed, and Richard and Kandi Powell agreed
they were open to the suggestion.

1 Finally, the reason eviction proceedings were initiated against Kimberly and her boyfriend
2 is because Kimberly was no longer caring for June, it was believed Kimberly and her boyfriend
3 had voluntarily left the Kraft House and returned to California, and June and Gerry want to live
4 in their marital home alone. Kimberly then improperly separated June from Gerry and moved
5 back into the Kraft House with her boyfriend, which disrupted the status quo that existed prior to
6 these events without any issues. Gerry simply wants to return to the status quo in which he and
7 June lived alone in their home. No further steps related to eviction have been taken since the
8 guardianship was commenced.

10 **June has a constitutional right to live with her husband Gerry.**

11 The deep-rooted principle of privacy gives constitutional protections to marital and family
12 integrity. *Fugate v. Phoenix Civil Serv. Bd.*, 791 F.2d 736, 739, 742 (9th Cir. 1986); *see also*
13 *Rosenbaum v. Washoe Cty.*, 663 F.3d 1071, 1079 (9th Cir. 2011) (“The substantive due process
14 right to family integrity or to familial association is well established.”). The Due Process Clause
15 protects the “freedom of personal choice in matters of marriage and family life.” *Cleveland Bd.*
16 *of Educ. v. LaFleur*, 414 U.S. 632, 639, 94 S. Ct. 791, 796, 39 L. Ed. 2d 52 (1974). “[T]he most
17 essential and basic aspect of familial privacy [is] the right of the family to remain together without
18 the coercive interference of the awesome power of the state.” *Duchesne v. Sugarman*, 566 F.2d
19 817, 825 (2d Cir. 1977). Moreover, married couples have a right to enjoy “intimate association.”
20 *Obergefell v. Hodges*, 135 S. Ct. 2584, 2589, 192 L. Ed. 2d 609 (2015)

23 The First Amendment also provides constitutional protection for the Freedom of
24 Association. Indeed, “choices to enter into and maintain certain intimate human relationships
25 must be secured against undue intrusion by the State,” *Roberts v. U.S. Jaycees*, 468 U.S. 609, 617
26 (1984), and the type of relationships that receive this protection “are those that attend the creation
27 and sustenance of a family—marriage, childbirth, the raising and education of children, and
28

1 cohabitation with one's relatives," *id.* at 619.

2 June and Gerry are married. They have a constitutional right to make personal choices
3 about their marriage, and they have a right to remain together, to live together, and to maintain
4 their intimate human relationship. June wants to live with Gerry and Gerry has done nothing
5 wrong that would allow the State to separate June and Gerry as part of a guardianship. If the Court
6 determines that June needs a guardian, Gerry prefers to be the guardian so that he can live with
7 June and manage their lives along with June, as they have done without problems for nine years.
8 If the Court determines that another petitioner is more suitable to be guardian, then Gerry asks
9 the Court to order that June and Gerry are allowed to live together alone as a marital couple. As
10 needed, a caregiver may assist but should let June and Gerry enjoy their marital relationship in
11 privacy as much as possible.
12

13 **Conclusion**
14

15 It is in June's best interest to be with Gerry, and both June and Gerry have a constitutional
16 right to remain together. Gerry respectfully asks the Court to allow him and June to exercise their
17 right to share their lives together as a married couple.

18 Dated this 11th day of October, 2019.

KEHOE & ASSOCIATES

19 /s/ Ty E. Kehoe

20 Ty E. Kehoe, Esq.

Matthew C. Piccolo, Esq.

21 PICCOLO LAW OFFICES

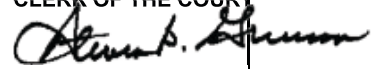
22 **VERIFICATION**

23 I, Rodney Gerald Yeoman, hereby declare I am the husband of June discussed above; that
24 I have read the foregoing Supplement to Opposition to Appointment of Temporary Guardian and
25 General Guardian and Counter-Petition for Appointment of Temporary Guardian of the Person
26 and Estate and Issuance of Letters of Temporary Guardianship, and Counter-Petition for
27 Appointment of General Guardian of the Person and Estate and Issuance of Letters of General
28

1 Guardianship and know the contents thereof; that the same are true and accurate according to my
2 best knowledge.

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

5
6 By: Rodney G. Yeoman
7 Rodney Gerald Yeoman
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13 matt@piccololawoffices.com

11 Attorneys for Rodney Gerald Yeoman

13 **DISTRICT COURT**
14 **CLARK COUNTY, NEVADA**

15 In the Matter of the Guardianship of the
16 Person and Estate of

16 KATHLEEN JUNE JONES,

17 Proposed Protected Person.

Case No: G-19-052263-A
Dept. No.: B

Hearing: October 15, 10:00 a.m.

18 **DECLARATION OF RODNEY GERALD YEOMAN**

20 STATE OF NEVADA)
21) ss.
22 COUNTY OF CLARK)

23 I, Rodney Gerald Yeoman, submit the following facts in support of my Opposition to
24 Petition for Guardianship and Counter-Petition for Guardianship filed on October 2, 2019, and
25 the supplements thereto, and declare that I have personal knowledge, unless stated otherwise, and
26 am competent to testify to the following:

- 27 1. I have been married to Kathleen June Jones for the past nine years.

28 1 of 3

Declaration: G-19-052263-A

2. During those nine years, our marital home has been the “Kraft House,” where we have lived except at times of travel or other temporary reasons, and June and I have cared for each other without any issues wherever we have been.

3. One September 7, 2019, without any cause or legal authority, June's daughter Kimberly Jones physically took June from me while June and I were in Phoenix, Arizona as I was undergoing temporary medical treatment at the Mayo Clinic there.

4. In the past month, I have spent less than a total of twenty-four hours with my wife June.

5. During our marriage, Kimberly and Donna have visited June approximately twice each year, and Robyn visited about once every four to six weeks.

6. During our marriage, June and I have traveled for approximately six to eight months each year, and during our travels June's family was rarely involved.

7. Until these recent issues in the past two months, I am not aware of June's family ever complaining about June and I being together or about my ability to care for June.

8. The first time they expressed any concern about June is when they learned that she and I had sold the Kraft House to Richard and Kandi Powell.

9. June and I knew what we were doing when we sold the Kraft House to Richard and Kandi. We had a company assist us with the process, explain the process to us, and our signatures were notarized. June and I agreed to the sale because it helped our cash flow by paying off our mortgage of \$140,000, and we knew Richard and Kandi would take care of us financially because they had already been doing so. We have not paid rent or a mortgage payment for 21 months.

10. Richard and Kandi provided us exclusive use of a very expensive motor home for approximately five years, paid for maintenance on that motor home for us during that time, and contributed approximately \$2,000 per month towards our living expenses for years (I believe the total is over \$100,000 just toward our credit cards).

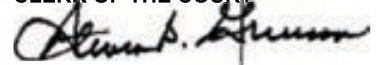
1 11. June's well-being and mine are interrelated—we will both be healthier
2 emotionally and physically if we are able to live together as husband and wife, as we had done
3 for nine years before this issue with the house arose.

4 12. I am still able to care for June and have financial resources to obtain the assistance
5 of a professional caregiver, if needed.

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

7
8 EXECUTED on 10-11-19.

Rodney H. Yeoman
Rodney Gerald Yeoman



NIMP

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Attorneys for Petitioners

DISTRICT COURT

CLARK COUNTY, NEVADA

IN THE MATTER OF THE GUARDIANSHIP)
OF THE PERSON AND ESTATE OF:)

Kathleen June Jones,)

An Adult Protected Person.)

Case Number: G-19-052263-A
Department: B

NOTICE OF INTENT TO MOVE THE PROTECTED PERSON

TO: ANY INTERESED PERSON in the above-titled matter;


TO: KATHLEEN JUNE JONES and any persons having the care, custody and control of
KATHLEEN JUNE JONES;

TO: MARIA L. PARRA-SANDOVAL, ESQ., Attorney for the Protected Person

YOU ARE HEREBY NOTIFIED, in accordance with NRS 159.0807(4) and NRS
159.079(4), that Robyn Friedman and Donna Simmons, Temporary Guardians of the Person and
Estate of Kathleen June Jones, intend to move Kathleen June Jones from 6277 Kraft Avenue, Las
Vegas, Nevada 89130 to Robyn Friedman's home located at 2824 High Sail Court, Las Vegas,
Nevada 89117.

You have a right to object to this Notice and must do within 10 days of receipt of this notice by filing an objection with the Court. If no objection has been received within 10 days, the Guardian may move Kathleen June Jones without the court permission pursuant to NRS 159.0807(4).

MICHAELSON & ASSOCIATES, LTD.


John P. Michaelson, Esq.
Nevada Bar No. 7822
2200 Paseo Verde Parkway, Ste. 160
Henderson, Nevada 89052

CERTIFICATE OF SERVICE

Pursuant to NEFCR 9, the undersigned hereby certifies a copy of the Notice of Intent to Move the Protected Person was served on the following individuals on October 11, 2019. In addition, pursuant to Nevada Rule of Civil Procedure 5(b), the undersigned hereby certifies that on October 14, 2019 a copy of the Notice of Intent to Move the Protected Person was mailed by regular US first class mail, postage prepaid, in a sealed envelope in Henderson, Nevada to the following individuals and/or entities at the following addresses:

Kathleen June Jones 6277 Kraft Avenue Las Vegas, Nevada 89130	Maria L. Parra-Sandoval, Esq. Legal Aid Center of Southern Nevada mparra@lacsns.org
Matthew C. Piccolo, Esq. PICCOLO LAW OFFICES matt@piccololawoffices.com Co-Counsel for Rodney Gerald Yeoman	Ty E. Kehoe, Esq. KEHOE & ASSOCIATES TyKehoeLaw@gmail.com Attorney for Rodney Gerald Yeoman
Jeffrey P. Luszeck, Esq. Ross E. Evans, Esq. SOLOMON DWIGGINS & FREER, LTD. jluszeck@sdfnvlaw.com revans@sdfnvlaw.com Attorney for Kimberly Jones	Teri Butler 586 N. Magdalena Street Dewey, AZ 86327
Jen Adamo 14 Edgewater Drive Magnolia, DE 19962	Scott Simmons 1054 S. Verde Street Anaheim, CA 92805

<p>Jon Criss 804 Harksness Lane, Unit 3 Redondo Beach, CA 90278</p>	<p>Ryan O'Neal 112 Malvern Avenue, Apt. E Fullerton, CA 92832</p>
<p>Kate McCloskey NVGCO@nvcourts.nv.gov</p> <p>LaChasity Carroll lcarrroll@nvcourts.nv.gov</p>	

MICHAELSON & ASSOCIATES, LTD.


Employee of Michaelson & Associates