

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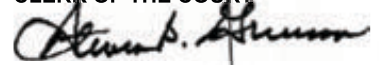
Appeal from the Eighth Judicial
District Court, the Honorable Linda
Marquis Presiding

RESPONDENTS' APPENDIX, VOLUME 3
(Nos. 262–424)

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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 Number: G-19-052263-A

Department: B

Date of Hearing: 10/15/19

Time of Hearing: 10:00 a.m.

REPLY TO OPPOSITIONS FILED

☒ TEMPORARY GUARDIANSHIP

☐ Person

☐ Estate ☐ Summary Admin.

☒ Person and Estate

☐ SPECIAL GUARDIANSHIP

☐ Person

☐ Estate ☐ Summary Admin.

☐ Person and Estate

☒ GENERAL GUARDIANSHIP

☐ Person

☐ Estate ☐ Summary Admin.

☒ Person and Estate

☐ NOTICES / SAFEGUARDS

☐ Blocked Account

☐ Bond Posted

☐ Public Guardian Bond

COMES NOW Robyn Friedman and Donna Simmons (hereinafter "Temporary Guardians" or "Robyn" or "Donna"), daughters of the protected person, by and through the law firm, Michaelson & Associates, Ltd., who respectfully submit to this Honorable Court this Reply to Opposition to Appointment of Temporary Guardian and General Guardian and Counter-Petition

1 for Appointment of Temporary Guardian of the Person and Estate and Issuance of Letters of
2 Temporary Guardianship and Counter-Petition for Appointment of General Guardian of the Person
3 and Estate and Issuance of Letters of General Guardianship - filed by Rodney Gerald Yeoman,
4 through his counsel, and also their Reply to Opposition to Ex Parte Petition for Appointment of
5 Temporary and General Guardian of the Person and Estate; Alternatively, Counter-Petition for
6 Appointment of Kimberly Jones as Temporary and General Guardian of the Person and Estate -
7 filed by Kimberly Jones, through counsel, and hereby represent the following to this Honorable
8 Court:

9 **MEMORANDUM OF POINTS AND AUTHORITIES**

10 **Introduction**

11 1. Both Rodney Gerald Yeoman ("Gerry") and Kimberly Jones ("Kimberly") have Petitioned
12 this Court to be named as Guardian of Kathleen June Jones ("Ms. Jones" or "Protected Person").
13 Robyn and Donna ask the Court to deny those Petitions and either approve their petition for general
14 guardianship or keep the temporary guardianship in place to force all the parties to resolve disputes
15 regarding a reasonable and transparent and enforceable plan of care, visitation, where the protected
16 person will live, who will provide the care, as well as to compel a complete accounting of all the
17 protected person's financial affairs including the titling of her long-time home in the name of
18 Gerry's son-in-law, Richard Powell ("Dick"). This Reply to Oppositions Filed is based on the
19 arguments contained herein, the papers on file in this matter, and any oral argument and evidence
20 to be presented at the time of any hearing.
21

22 2. Robyn and Donna were compelled to seek court intervention when it became clear that
23 Kimberly's actions as Agent with authority under a Durable Power of Attorney signed by Ms.
24 Jones in 2012 were not sufficient to protect Ms. Jones from financial abuse. Further, Kimberly, in
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1 her capacity as agent with authority under Healthcare Power of Attorney signed by Ms. Jones in
2 2005 has failed to properly outline a care plan for Ms. Jones to protect her and provide for the
3 reliable, continuous caregiving that Ms. Jones requires, despite a prolonged set of disputes about
4 Ms. Jones' care and finances.

5 3. Despite the fact that Kimberly has been living with Ms. Jones and providing care for her
6 full time for approximately five months, Kimberly has failed to generate any type of realistic
7 budget – or any budget at all, for that matter - for Ms. Jones and has had to rely on financial help
8 from both Robyn and Donna at various times over the past six months. Kimberly has been living
9 rent free at Ms. Jones' long-time home located at 6277 Kraft Avenue, Las Vegas, NV, (hereinafter
10 the "Kraft house") where upon information and belief utilities are being paid by others. Since
11 Kimberly has not contributed financially to Ms. Jones' care or living expenses, and is in fact be
12 enjoying financial benefits while living with Ms. Jones, it is unreasonable of her to expect that
13 Robyn and Donna will continue to pay for Ms. Jones' care and other services and items some of
14 which benefit Kimberly and her boyfriend who has also been living at the Kraft house, while
15 Kimberly is unable or unwilling to set forth and commit to a budget in which Ms. Jones' existing
16 income and assets are used for her care and support.

17
18 4. Both Gerry and Kimberly have represented to this Court that the financial and healthcare
19 powers of attorney are sufficient to provide adequate care and protection for Ms. Jones, but in this
20 case the Powers of Attorney have not proven even remotely adequate. At the last hearing, all
21 parties acknowledged that the protected person's home was transferred out of her name for far less
22 than market value. To date, no explanation or details of that transaction have been forthcoming.
23 All parties acknowledge and/or allege incongruities, unexplained withdrawals and account
24 ownership changes adversely affecting the protected person. The parties' pleadings acknowledge
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1 the protected person was moved several times by one party or another over the objection of other
2 parties and that isolation of the protected person from one or the other of her loved ones ensued.
3 No one denies, nor can they truthfully deny, that Ms. Jones' medical appointments were cancelled
4 by her husband or by her husband's son-in-law, neither of whom had POA, a supported decision-
5 making agreement or guardianship to act in behalf of Ms. Jones. The pushing and pulling of Ms.
6 Jones between her loved ones resulted in Ms. Jones losing her identification cards, medical
7 information, clothing, medical files, and even her pets at times. She has endured an unstable,
8 unsafe, and extremely contentious environment for weeks and even months at this point.

9 **Lack of Recognition of Powers of Attorney**

10 5. In the Opposition to Appointment of Temporary Guardian and General Guardian and
11 Counter-Petition for Appointment of Temporary Guardian of the Person and Estate and Issuance
12 of Letters of Temporary Guardianship and Counter-Petition for Appointment of General Guardian
13 of the Person and Estate and Issuance of Letters of General Guardianship filed by Rodney Gerald
14 Yeoman ("Gerry's filing"), Gerry stated that he challenges the validity of the Powers of Attorney.
15 See page 5 of Gerry's filing. Robyn and Donna are justifiably concerned that if a guardianship is
16 not in place, Gerry and his family will continue to overstep their authority with regard to the
17 finances and daily care of Ms. Jones based on their claims that the existing Powers of Attorney are
18 not valid.
19

20 6. At the Hearing on Temporary Guardianship held in this honorable Court on October 3,
21 2019, Gerry, through his counsel, expressed a desire for the Temporary Guardianship granted to
22 Robyn and Donna to expire and the Powers of Attorney to be reinstated. Gerry cannot have it both
23 ways; he should not be able to repeatedly question, challenge and attack the validity of the Powers
24 of Attorney in court filings, verbally, through his counsel and in virtually every interaction with
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1 the protected person's family, and then turn around and attempt to have the guardianship dismissed
2 because of the existence of Powers of Attorney.

3 7. It is troubling that Gerry continues to assert that Ms. Jones has capacity. *See page 8 of*
4 *Gerry's filing*. This, despite the finding by at least two well-respected specialists upon two
5 different examinations of Ms. Jones, stating that she is in fact incapacitated, and under the
6 circumstances, needs a guardian. *See physicians certificated submitted confidentially under*
7 *separate cover*. Gerry is aware of the existence of such physician's certificates and has had ample
8 time to petition the Court to see a copy of such certificates if he has questions about the findings
9 of the doctors.

10 8. A permanent guardianship is necessary because of the profound disrespect shown by Gerry
11 and his family for Ms. Jones' choice of her daughter as caregiver rather than Gerry in the event
12 she becomes incapacitated or experiences limited capacity. Gerry and his family have shown they
13 will do what they want, when they want with Ms. Jones' property and her medical care, her choice
14 of caregiver and the opinions of medical professionals be damned.

15
16 **Lack of Communication by Kimberly as Agent**

17 9. In the Opposition to Ex Parte Petition for Appointment of Temporary and General
18 Guardian of the Person and Estate; Alternatively, Counter-Petition for Appointment of Kimberly
19 Jones as Temporary and General Guardian of the Person and Estate filed by Kimberly Jones
20 ("Kimberly's filing"), Kimberly argues that Robyn and Donna filed their Petition for Guardianship
21 simply because they were "dissatisfied with Kimberly's autonomy." *See page 2 of Kimberly's*
22 *filing*. This is accurate. When Kimberly had autonomy while serving under the Powers of
23 Attorney, she failed to provide any information about her plans for their mother's care or the status
24 and security of their mother's home, accounts or other property, including how any needed care
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1 would be paid for, to Robyn, Donna, or any of Ms. Jones' other children, despite repeated requests
2 for transparency and information, and despite Kimberly herself requesting help and being
3 unemployed.

4 10. A continuing guardianship is necessary in this case because Kimberly has historically used
5 her position as Agent to act without acknowledging a duty to report to anyone. An agent has a
6 duty to keep financial records of all receipts, disbursements and transactions made on behalf of the
7 principal. *Nevada Revised Statutes ("NRS") 162A.310(2)(d)* In a case in which the principal has
8 diminished capacity, in order to avoid a scenario in which the agent is acting with unchecked and
9 unreviewable power, the agent needs to be forthcoming in providing information to other family
10 members. When this doesn't occur voluntarily, then court oversight is merited.

11 11. Despite repeated requests from Robyn dating from 2017 until the present, for information
12 about a Care Plan for Ms. Jones, Kimberly has failed to respond and has failed to provide a viable
13 Care Plan. *See text message from Robyn to Kimberly attached hereto as Exhibit 1.*

14 12. Instead of proactively providing for a stable Care Plan for Ms. Jones, Kimberly was
15 reactionary; only organizing care as needed when Gerry was in the hospital and unable to care for
16 Ms. Jones, for example.

17 13. In Kimberly's filing, she claims that the breakdown in communication occurred *after* the
18 temporary guardianship was put in place by Robyn and Donna. *See page 3 of Kimberly's filing;*
19 *emphasis in original.* In fact, as evidenced by the text message in (**Exhibit "1"**), the breakdown
20 in communication occurred years before the filing of the guardianship petition. The breakdown in
21 communication was the reason that Robyn and Donna were compelled to bring this guardianship
22 action.
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1 14. Robyn and Donna have both assisted in the care of their mother for years. This has been
2 in the form of, among other things, paying for upgrades to their mother's home, paying for
3 vacations and watching over and staying with their mother when either she was in the hospital or
4 while Gerry was in the hospital. Both Robyn and Donna have stayed at their mother's home with
5 her for a number of days at a time on multiple occasions to assist their mother or Kimberly with
6 their mother's care.

7 15. Not only did they bring to Kimberly's attention the issue of the transfer of their mother's
8 property to Dick, but in recent months, Robyn and Donna have become increasingly alarmed about
9 their mother's finances as questions have arisen about money missing from accounts, accounts
10 being retitled and the prospect of Kimberly – the designated caregiver - being evicted from their
11 mother's home, which has been transferred into Dick's name for far less than market value.

12 16. The temporary guardians remind the Court of Kimberly's supposed credentials as a
13 geriatric care professional. Her opposition to the petition for guardianship cited degrees,
14 certifications and claims of involvement in literally hundreds of court cases. She claims to be
15 nothing short of an expert in geriatric care and court proceedings involving the elderly.

16 17. After nearly two years of requesting information from Kimberly regarding Ms. Jones'
17 property, and more recently, imploring Kimberly to articulate a plan of care, the temporary
18 guardians can with confidence report that Kimberly is either unable or unwilling to handle the
19 protected person's finances and Kimberly's lack of cooperation with the guardians has and
20 continues to constitute elder abuse.

21
22 **Lack of Communication and Cooperation since the Guardianship was granted**

23 18. Since being appointed as Temporary Guardians, Robyn and Donna have made multiple
24 requests of all parties to provide personal effects belonging to Ms. Jones as well as information
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1 about both financial and healthcare details with respect to Ms. Jones. *See emails sent to opposing*
2 *counsel attached hereto as Exhibits 2 and 3.* These requests have been met with resistance from
3 both Gerry and Kimberly. Gerry repeatedly states that he gave the requested items to Kimberly;
4 and Kimberly repeatedly states that she gave the requested items to Gerry. *See emails from*
5 *opposing counsel attached hereto as Exhibit 4.*

6 19. To date, Robyn and Donna have not received any information regarding Ms. Jones' bank
7 accounts. This information was first requested in writing on September 26, 2019. *See Exhibit 2.*

8 20. The temporary guardians have directly requested financial information from some banks
9 they suspect may hold Ms. Jones' funds and those banks have submitted those requests to their
10 legal departments. The guardians believe they will get answers from those banks, but a far more
11 direct route would be for Gerry and Kimberly to describe in detail what they know about Ms. Jones
12 assets, banking institutions and expenses. So far, Gerry and Kimberly seem to be claiming to know
13 virtually nothing about Ms. Jones' finances despite both claiming to have managed or been
14 involved with those matters for months or years.

15 21. On October 9, 2019, after getting almost nowhere for nearly three weeks in getting
16 Kimberly to disclose information about her mother's doctors, medications and finances, counsel
17 for Robyn and Donna requested and counsel for Kimberly agreed to a meeting at Kimberly's
18 counsel's office. A two-hour meeting ensued between counsel for Kimberly and counsel for
19 Robyn and Donna (with the parties present) at the law offices of Solomon, Dwiggins, and Freer.
20 Kimberly claimed to not comprehend what the guardians needed. Counsel for the guardians and
21 the guardians were asked to explain what they needed. Incredibly, counsel for the guardians and
22 Robyn and Donna were forced to reiterate that what was required to begin with is: (1) a complete
23 and full list of their mother's doctors, including all specialists, and their contact information; (2) a
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1 complete and full list of medications their mother has been taking; (3) a complete and full inventory
2 of their mother's assets and income and (4) a complete budget or list of bills, expenses or
3 obligations.

4 22. Even after two hours of discussion, all Robyn and Donna received was a promise that
5 Kimberly would provide the requested information by the next day. The claim, as has been made
6 many, many times by Kimberly, is that she just needs more time to provide the information.
7 However, although some of the medical information has since been provided, the financial
8 information has yet to be provided to Robyn and Donna as of the date of this instant filing, five
9 full days later. *See Exhibit 4.*

10 23. The temporary guardians find this utterly not credible. For months now, Kimberly has
11 been living with her mother full time. She has cared for her mother full time. She has been
12 purportedly paying her bills and otherwise managing her finances. She has now retained the
13 services of three (3) separate law firms in recent months relating to her mother's care and finances.
14 She has allegedly taken or accompanied her mother to every medical appointment. It is not
15 credible that Kimberly somehow has no idea or needs more time to gather her mother's financial
16 or medical information. Kimberly is either continuing a pattern of stonewalling, or she is not a
17 suitable representative for her mother because she is incapable.

19 24. Robyn and Donna respectfully ask the Court to consider that, even with the force of this
20 Honorable Court behind them, they have been unable to procure any type of meaningful
21 cooperation from Kimberly. Whether it is a refusal or an inability to provide simple financial
22 information with respect to Ms. Jones, who does not have a complicated or extensive financial
23 situation, Kimberly is demonstrating that she should not be put back in a position of control without
24 any oversight.
25

1 25. Robyn and Donna have been similarly unable to procure any meaningful medical or
2 financial information from Gerry. Through counsel, Gerry has repeatedly stated either that
3 Kimberly has all of the information or that the information is not necessary under a temporary
4 guardianship. *See Exhibit 4.* Robyn and Donna disagree. The sole purpose of the temporary
5 guardianship is to finally provide a stable and financially responsible living situation for Ms. Jones.
6 This is only achievable with a comprehensive picture of Ms. Jones' financial situation as well as
7 the medical information necessary to formulate an ongoing Care Plan for Ms. Jones.

8 26. Despite lack of cooperation from either opposing side, Robyn and Donna have managed to
9 create an initial Care Plan for Ms. Jones by hiring a professional geriatric care specialist. Her
10 initial plan and report was filed with this court on October 2, 2019. *See Exhibit 5.* The Care Plan
11 filed by Robyn and Donna necessarily has contingent scenarios because they are not operating
12 with a full understanding of Ms. Jones' financial or medical situation.

13 27. In order to fully create and implement a proper plan of care, Robyn and Donna need access
14 to information regarding Ms. Jones' available assets, income, and expenditures. Without knowing
15 what Ms. Jones' estate can support, it is impossible to determine what level of care can be
16 supported, whether or not Ms. Jones will be financially able to remain in her current home or
17 whether and when Ms. Jones may be eligible for public benefits.

18 28. In Kimberly's filing, she lists her qualifications to serve as her mother's agent or guardian.
19 *See page 2 of Kimberly's filing and Exhibit 1 of Kimberly's filing attaching her C.V.* A person
20 with Kimberly's purportedly extensive education and experience in the area of elder care surely
21 understands the necessity of a comprehensive Care Plan and, further, is surely capable of creating
22 and providing a viable Care Plan for her mother who has been under her care for months. However,
23 despite her alleged capability to do so and her presumed awareness of the importance of a Care
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1 Plan for a person unable to provide for their own care, who is the subject of a great deal of
2 contention by and between multiple parties, Kimberly has failed to present any such plan to anyone
3 involved in Ms. Jones' life.

4 **Elder Abuse**

5 29. The willful failure on the part of Gerry, Dick and Kimberly to provide prompt medical
6 information regardless of where or with whom Ms. Jones was staying is elder abuse. The willful
7 failure on the part of Gerry, Dick and Kimberly to provide any financial information pertaining to
8 Ms. Jones, especially after the October 3, 2019 guardianship hearing, is elder abuse.

9 30. Ms. Jones is an "older person" as defined by NRS 200.5092(6), which deals with crimes
10 against older persons including abuse, neglect, exploitation, isolation or abandonment, because
11 she is over 60 years of age.

12 31. Ms. Jones is also a "vulnerable person" under the same statute which provides:

13 "Vulnerable person" means a person 18 years of age or older who:

- 14 (a) Suffers from a condition of physical or mental incapacitation because of a developmental
15 disability, organic brain damage or mental illness; or
16 (b) Has one or more physical or mental limitations that restrict the ability of the person to perform
17 the normal activities of daily living.

18 NRS 200.5092(8)(a) and (b).

19 32. Ms. Jones suffers from dementia and other ailments that render her incapacitated such that
20 she needs help with activities of daily living, and she cannot manage medication or finances on
21 her own.

22 33. Nevada Revised Statutes 200.5092 (2)(b), (c), (e) direct that "abuse" of an older person
23 includes:

24 Deprivation of food, shelter, clothing or services which are necessary to maintain the
25 physical or mental health of an older person or a vulnerable person;

(c) Infliction of psychological or emotional anguish, pain or distress on an older
person or a vulnerable person through any act, including, without limitation:

1 (1) Threatening, controlling or socially isolating the older person or vulnerable
2 person;

3 (2) Disregarding the needs of the older person or vulnerable person; or

4 (3) Harming, damaging or destroying any property of the older person or
5 vulnerable person, including, without limitation, pets;

6 ...

7 (e) Permitting any of the acts described in paragraphs (a) to (d), inclusive, to be
8 committed against an older person or a vulnerable person.

9 4. "Isolation" means preventing an older person or a vulnerable person from having
10 contact with another person by:

11 (a) Intentionally preventing the older person or vulnerable person from receiving
12 visitors, mail or telephone calls, including, without limitation, communicating to a
13 person who comes to visit the older person or vulnerable person or a person who
14 telephones the older person or vulnerable person that the older person or vulnerable
15 person is not present or does not want to meet with or talk to the visitor or caller
16 knowing that the statement is false, contrary to the express wishes of the older person
17 or vulnerable person and intended to prevent the older person or vulnerable person from
18 having contact with the visitor;

19 (b) Physically restraining the older person or vulnerable person to prevent the older
20 person or vulnerable person from meeting with a person who comes to visit the older
21 person or vulnerable person; or

22 (c) Permitting any of the acts described in paragraphs (a) and (b) to be committed
23 against an older person or a vulnerable person.

24 The term does not include an act intended to protect the property or physical or mental
25 welfare of the older person or vulnerable person or an act performed pursuant to the
instructions of a physician of the older person or vulnerable person.

5. "Neglect" means the failure of a person or a manager of a facility who has
assumed legal responsibility or a contractual obligation for caring for an older person
or a vulnerable person or who has voluntarily assumed responsibility for his or her care
to provide food, shelter, clothing or services which are necessary to maintain the
physical or mental health of the older person or vulnerable person.

34. Many of the foregoing forms of abuse are implicated, potentially including but not limited
to, isolation, distress, neglect and even abandonment. Gerry, Dick and Kimberly have each had
ample opportunity prior to the guardianship to share with each other pertinent medical and
financial information pertaining to Ms. Jones. They failed to do that. Instead they treated her as

1 a pawn and refused to provide information and access between each other including among many
2 other things Ms. Jones' identification cards. Clothing, medication and financial information was
3 also withheld as the parties expressed frustrations with each other

4 35. Irrespective of where and with whom Ms. Jones was staying, her medical, identification
5 and financial information should have been shared promptly in good faith.

6 36. On October 3, 2019, at the hearing on the extension of the temporary guardianship, the
7 Court ordered the parties to provide medical information within 48 hours and to cooperate
8 generally in providing financial information to the guardians. Gerry, Dick and Kimberly's failure
9 to provide any information they have in good faith to the currently serving guardians violates the
10 spirit of the hearing and Nevada law. The failure to cooperate has undermined the guardians'
11 ability to formulate a more complete plan of care because, among other things, they have been
12 unable to confirm the identity of all Ms. Jones' doctors, confirm her medications or confirm her
13 accounts, income and property. This has also resulted in a significantly increased expenditure on
14 attorneys' fees on all sides. According to the pleadings and arguments of both Gerry, Dick and
15 Kimberly, this information should be in the hands of all three, but they willfully refuse to cooperate
16 with the guardians in order to undermine the guardians, and this conduct is hurting Ms. Jones.
17 This deprivation of clothing, services and causing of distress is elder abuse and the guardians have
18 reported the same to adult protective services and law enforcement.
19

20 **Opposing Parties Are Not Suitable Guardians**

21 37. Both Kimberly and Gerry rightly state in their filings that Robyn and Donna do not have a
22 statutory priority to be guardians. However, in light of the questions raised regarding the financial
23 transactions that have occurred to Ms. Jones' detriment, Robyn and Donna request that their
24 appointment as guardians continue. The safety and well-being, both personal and financial, of the
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1 protected person is of the utmost importance and the Court is of course given discretion to
2 determine that a nominated person is not "qualified and suitable" to be appointed as guardian for
3 the protected person or proposed protected person. *NRS 159.0613*

4 38. Robyn and Donna have wanted Kimberly to serve as guardian of their mother, but her
5 conduct and refusal to cooperate or communicate shows that she is either unable or unwilling to
6 serve as guardian, or attorney-in-fact for that matter.

7 39. Gerry is not suitable as guardian because he is currently the subject of allegations of
8 misappropriation of Ms. Jones property, including the Kraft house, and contributing to abuse of
9 Ms. Jones for failure to promptly provide all information concerning her medication, doctors and
10 finances. Also, upon information and belief, Gerry has caused some of Ms. Jones medical
11 appointments to be cancelled because he believed the appointments may have related to Kimberly
12 seeking her appointment as guardian and/or investigating the transfer of the Kraft house away from
13 Ms. Jones. Finally, as the parties have discussed at length, Gerry is suffering from ill health and
14 has to leave intermittently to Arizona for treatment. In fact, he has been in Arizona again for the
15 entire week prior to the Court's October 15, 2019 hearing. He and his family have requested that
16 Ms. Jones' family step in to care for Ms. Jones because of his ill health. *See Exhibit 6 attached*
17 *hereto, which is a copy of a text message sent by Gerry's daughter to Robyn.* The guardians assert
18 that under no circumstances should Gerry be appointed guardian.

19 40. Gerry states that he is both financially and physically capable of caring for Ms. Jones. *See*
20 *page 7 of Gerry's filing.* He is neither. In addition to his ongoing health issues, upon information
21 and belief, Gerry's only income is that received from Social Security. If Gerry were to move into
22 the Kraft house, to the exclusion of Kimberly who is currently providing 24-hour care for Ms.
23 Jones, who would be available to provide the around the clock care necessary to ensure Ms. Jones'
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1 safety? Gerry represented to this Honorable Court at the hearing on October 3, 2019, that he would
2 contribute half of the cost of caregivers. However, even half of the cost of full-time caregivers
3 would likely be well beyond what Gerry can reasonably be expected to contribute from his own
4 monthly income. In fact, Gerry states multiple times in his own pleading filed with this Court that
5 he "has the financial backing to obtain professional assistance if such is necessary." *See pages 4*
6 *and 7 of Gerry's pleading.* This raises the concern that Gerry would continue to receive subsidies
7 from Dick; the same individual who is currently being investigated for elder abuse with regard to
8 Ms. Jones' finances, including the transfer of the Kraft house to himself.

9
10 41. Dick is still unclear, after many conversations between his counsel and counsel for Robyn
11 and Donna, what of Ms. Jones' funds, if any, that he will be making a claim against for amounts
12 that he claims he has provided to Gerry and Ms. Jones for their support over the past few years.
13 Dick is stuck between claiming the financial assistance that he provided was a gift, in which case
14 the house transfer is totally unsupportable and totally suspect; or claiming that he is owed these
15 sums back because they weren't a gift—a scenario that he cannot support because he does not have
16 a written agreement with Ms. Jones (who doesn't have the requisite capacity to enter such an
17 agreement) or with Ms. Jones' attorney in fact. Dick was never authorized to enter into
18 transactions or act on behalf of Ms. Jones. Despite repeated requests for an accounting of what
19 Dick believes he is owed from Ms. Jones' estate, he has failed to provide any such information,
20 further hampering Robyn and Donna's efforts to create a long-term financial plan for Ms. Jones.

21 42. The claim that the funds provided by Dick were necessary for the daily support of Ms.
22 Jones are not supportable. The only reason Ms. Jones may have had a monthly shortfall is because
23 Gerry and/or Dick interfered with her financial situation in the first place. Ms. Jones had renters
24 living with her in the Kraft house paying \$800 per month for years before Gerry and Dick altered
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1 that situation. Also, Ms. Jones owns a home in California which has been rented to her son at well
2 below market rental value for some time. See *Exhibit 7*. If either Gerry, for the years that he was
3 living with Ms. Jones' and had inserted himself into her finances, or Kimberly, once she began
4 acting as Ms. Jones' attorney -in-fact, had made responsible financial decisions designed to
5 maximize Ms. Jones' income, Ms. Jones would not have required any outside assistance. Dick
6 should not be allowed to ask for reimbursement for funds he claims to have provided to subsidize
7 a shortfall that was partially of his making in the first place. Not to mention the fact that any
8 payments by Dick should be viewed by the Court as gifts to Gerry, his father-in-law, not to Ms.
9 Jones, an elderly woman with dementia who lacks the capacity to agree to any type of repayment
10 plan for monies received

11 43. After all that has happened, the temporary guardians are certain the parties involved in Ms.
12 Jones' life cannot coordinate her care and finances in her best interests or avoid contention without
13 court supervision.

14 44. Robyn and Donna respectfully request, in the event that they are not appointed as general
15 guardians of Ms. Jones, that Kimberly be appointed as general guardian so that she will be required
16 to fulfill her fiduciary duties with oversight of the Court. Robyn and Donna assert that Court
17 oversight is crucial to provide the transparency with regard to medical and financial transactions
18 that has been lacking thus far in Ms. Jones' case because Kimberly has shown by past actions that
19 allowing her to act as agent under a Power of Attorney does not provide sufficient protections for
20 Ms. Jones.
21

22 Summary

23 45. Robyn and Donna were compelled to seek court intervention when it became clear
24 that Kimberly's actions as Agent with authority under the Durable Power of Attorney and
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1 Healthcare Power of Attorney were not sufficient to protect Ms. Jones from abuse due to both
2 Kimberly's mismanagement and to Gerry's interference and lack of respect for the Powers of
3 Attorney. Nothing has transpired in the time since the temporary guardianship was granted that
4 assuages Robyn and Donna's concerns about their mother's safety and well-being. The pattern of
5 non-cooperation on the part of both Kimberly and Gerry has not only hindered Robyn and Donna
6 as they have strived to fulfill their obligations as guardians but has also shown that neither of the
7 other parties is acting in a way that proves them as "qualified and suitable" guardians, much less
8 agents under an unsupervised power of attorney arrangement.

9 46. In the event that this honorable Court were to appoint Kimberly as guardian of Ms.
10 Jones, Robyn and Donna request that there be a court mandated plan of care to be adhered to by
11 all parties. Specifically, Robyn and Donna request that there be a pre-arranged visitation schedule
12 in place that would allow them to see their mother at regular times during the week as well as allow
13 them to take Ms. Jones on prearranged vacations out of state.

14 47. Further, in the event that this honorable Court were to appoint Kimberly as guardian
15 of Ms. Jones, Robyn and Donna request that the parties be reminded and admonished that no
16 changes to Ms. Jones' estate planning or other financial or healthcare, including but not limited to
17 her Will, her mortgage or other loan documents, any deeds, powers of attorney, or guardianship
18 nominations, are permitted without first obtaining the review and approval of the Court.

19 **WHEREFORE**, Petitioners pray:

20 1. The Court grant Petitioners Robyn and Donna's petition for general guardianship or in the
21 alternative continue the temporary guardianship.
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1 2. The Court order the parties to conscientiously provide any financial, medical or doctor
2 information, as well as any property they have belonging to Ms. Jones and deliver the same to the
3 guardians forthwith.

4 3. The Court order such other and further relief as it deems appropriate.

5 DATED: October 14, 2019.

6 MICHAELSON & ASSOCIATES, LTD.

7 

8 John Michaelson, Esq.

9 Nevada Bar No. 7822

10 Lora Caindec-Poland, Esq.

11 Nevada Bar No. 14178

12 2200 Paseo Verde Parkway, Ste. 160

13 Henderson, Nevada 89052

14 Counsel for Petitioners
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CERTIFICATE OF SERVICE

Pursuant to NEFCR 9, the undersigned hereby certifies a copy of the Reply to Oppositions Filed was served on the following individual on October 14, 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 Reply to Oppositions Filed 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 Alexa Reanos areanos@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 |
| Kate McCloskey NVGCO@nvcourts.nv.gov | |

1 LaChasity Carroll
2 learrol@nvcourts.nv.gov

3
4 MICHAELSON & ASSOCIATES, LTD.

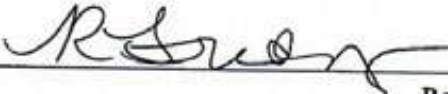
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6 Employee of Michaelson & Associates
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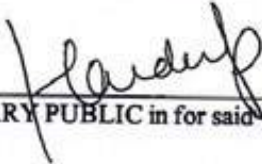
VERIFICATION

STATE OF NV)
COUNTY OF Clark): ss.

Robyn Friedman, being first duly sworn under penalty of perjury, hereby deposes and says: that she is a Petitioner in the above-referenced petition; that she has read the foregoing Petition for Appointment of Temporary and General Guardian of the Person and Estate and Issuance of Letters of Temporary and General Guardianship and knows the contents thereof; that the same are true of her own knowledge except as to those matters therein stated upon information and belief and as to those matters, she believes them to be true.

By: 
Robyn Friedman

SUBSCRIBED and AFFIRMED to before me this
14 day of October, 2019 by Robyn Friedman


NOTARY PUBLIC in for said County and State

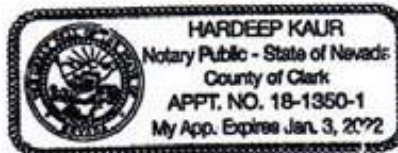


EXHIBIT "1"

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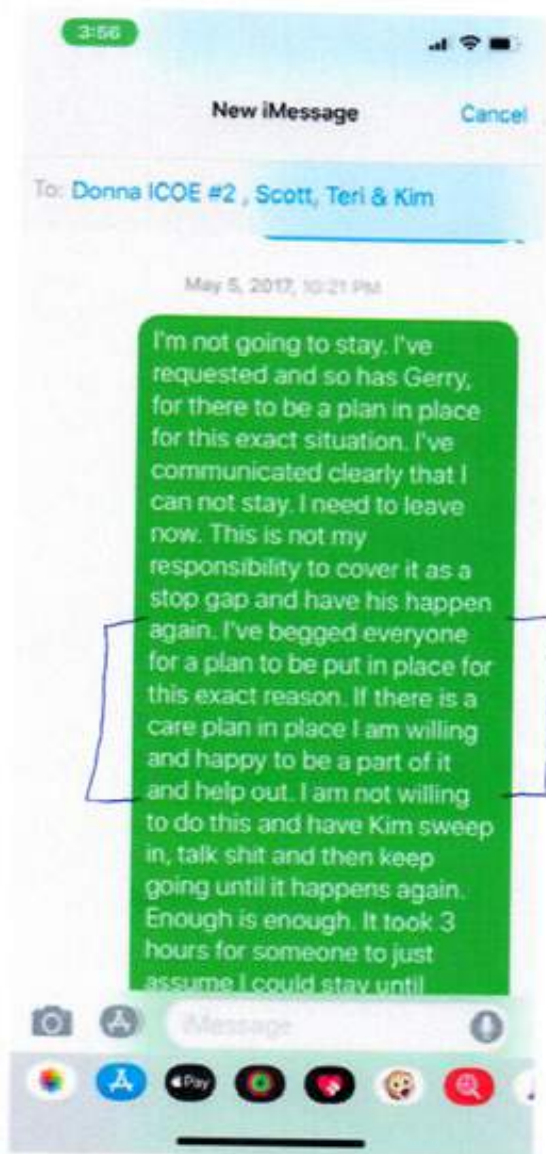


EXHIBIT "2"

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Lora L. Caindec-Poland

From: Lora L. Caindec-Poland
Sent: Thursday, September 26, 2019 5:08 PM
To: David Johnson
Cc: Kimberly Jones
Subject: June Jones
Attachments: Ltr to D. Johnson.2019.09.26.pdf

Mr. Johnson,

Please see the attached letter from Mr. Michaelson regarding the above matter.

Thank you,

Lora Caindec-Poland, Esq.
Attorney
Michaelson & Associates, Ltd.
www.michaelsonlaw.com
Email: lora@michaelsonlaw.com
Tel: 702-731-2333
Fax: 702-731-2337

Henderson Office
2200 Paseo Verde Parkway, Suite 160
Henderson, NV 89052
(*Please mail any documents to our Henderson address)

Summerlin Office
1980 Festival Plaza Drive, Suite 300
Las Vegas, NV 89135
(*Please mail any documents to our Henderson address)

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To ensure compliance with requirements imposed by the IRS Circular 230, we hereby inform you that any U. S. tax advice contained in this communication (including attachments, if any) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any matter addressed herein.

September 26, 2019

Ms. Kimberly Jones
C/o David Johnson, Esq.

Dear David,

It has come to our attention that Kimberly may have taken some of Ms. Jones' monies to retain you or another attorney to file another petition for temporary guardianship in favor of Kimberly. I hope this is not true. That would be extremely inappropriate for a couple of reasons. First Kimberly was invited repeatedly to join in the guardianship petition and/or to have dialogue about the best way to do that but she declined to do so. Second, any use of Ms. Jones' funds is totally inappropriate without prior court review and approval. Of course, that kind of approval has not been obtained by anyone yet. At this point if Kimberly wants to file something, she must do so utilizing funds other than from Ms. Jones. Please advise if your client is inappropriately seeking to file another guardianship petition or whether she is planning to refile the POA action or file a new POA action in an attempt to confirm or reinstate the Powers of Attorney. Please be advised that any filing requires a genuine effort to meet and confer and even a temporary guardianship petition requires good faith notice to the other parties. If Kimberly does in fact wish to participate in the existing guardianship matter, my clients would be amenable to adding her as a petitioner for co-guardianship to serve with them. Please advise by end of business on Friday, September 27, 2019, if Kimberly wishes to join the current petition.

As my clients have been granted temporary guardianship of June Jones, I write to ask that you immediately provide any of the following items in your possession to Ms. Jones:

1. Any personal property belonging to Ms. Jones, including any clothing items.
2. Any funds, cash or other assets belonging to Ms. Jones.
2. Any medications prescribed for June Jones remaining in your possession.
3. Any information that Kimberly may have about upcoming doctor appointments for June Jones: eye doctor, heart doctor, dementia care, therapy, general practitioner, or any other medical appointments that you are aware of.
4. Any information regarding the daily care of June Jones: medications taken and schedule for same, diet restrictions, diet preferences, daily schedule, activities, rehab exercises to be performed.
5. Ms. Jones' wallet, identification, insurance cards. This is extremely important. Upon information and belief, Kimberly was undermined in her ability to care for Ms. Jones because Dick and/or Gerry were withholding a passport or other identification from Kimberly. Upon information and belief, Kimberly then went to the DMV and obtain new identification for Ms. Jones. Now Kimberly is withholding that identification from the guardians. The guardians have attempted to obtain new identification from the DMV but are being told that that cannot happen because the policy is not to reissue new identification when identification was recently provided. It is imperative that Kimberly turned over June's identification information and documentation.
6. Ms. Jones' phone and charger.

7. Financial information: bank account information, passwords, bills to be paid and account numbers for same. Information regarding location of safe deposit box(es) and keys for same.

8. Personal supplies: special hygiene items, medical devices, walker/wheelchair.

9. Any other items belonging to Ms. Jones or any other information or items that would be helpful in providing for her care.

10. Personal documents in the file box in Kimberly's possession.

11. Keys to Kraft house: including front/back door and any deadbolts, the mailbox key and any other key associated with the Kraft house.

12. Information regarding all attorneys that have been contacted on behalf of June Jones, as well as an accounting of any legal fees paid from the estate of June Jones or that will be billed to the estate of June Jones.

My clients would also like to know what Kimberly's intentions are regarding providing daily care for Ms. Jones. Is Kimberly willing to continue in her role as caregiver both in the short term and in the long term in the event that the general guardianship is granted? If Kimberly plans to continue providing some or all of Ms. Jones' daily care, please provide a schedule of her availability that my clients can rely on as they are formulating the necessary care plan.

With regard to visits between Kimberly and Ms. Jones, does Kimberly prefer an open schedule in which she can see her mother any time or would she prefer to have prescheduled times for visits?


My clients have set up Google documents for the following:

Daily Calendar
Daily or Weekly Journal
Doctors/Therapies/Medications
List of Assets
Legal Updates

If Kimberly would like to have access to the above documents, she will need to provide an email address so that my clients can send her an invitation to view the documents. Also, Ms. Jones has an email address that will be monitored daily. If Kimberly wishes to send emails and/or pictures to her mother, they will be read and shown to Ms. Jones regularly. The address is: kathleenjunejones@gmail.com.

I believe my clients share the same goal with your client, which is to provide the best care and most stable living situation for Ms. Jones. We are hopeful that all will cooperate to do what is needed to ensure that she receives a high level of care as seamlessly as possible. If you are in possession of any of the above, please contact me by noon on Friday, September 27, 2019, to arrange for transfer.

Sincerely,



John P. Michaelson, Esq.

Lora L. Caindec-Poland

From: Lora L. Caindec-Poland
Sent: Thursday, September 26, 2019 5:06 PM
To: Ty Kehoe (tykehoelaw@aol.com)
Subject: June Jones
Attachments: Ltr to T. Kehoe. 2019.09.26.pdf

Mr. Kehoe,

Please see the attached letter from Mr. Michaelson regarding the above matter.

Thank you,

Lora Caindec-Poland, Esq.
Attorney
Michaelson & Associates, Ltd.
www.michaelsonlaw.com
Email: lora@michaelsonlaw.com
Tel: 702-731-2333
Fax: 702-731-2337

Henderson Office
2200 Paseo Verde Parkway, Suite 160
Henderson, NV 89052
(*Please mail any documents to our Henderson address)

Summerlin Office
1980 Festival Plaza Drive, Suite 300
Las Vegas, NV 89135
(*Please mail any documents to our Henderson address)

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September 24, 2019

Mr. Kehoe,

As my clients have been granted temporary guardianship of June Jones, I write to ask that your clients provide any of the following items in their possession to Ms. Jones:

1. Any personal property belonging to Ms. Jones that is currently in the possession of either Gerry Yeoman or the Powell's. This would include items at the Powell residence as well as anything that may be in Arizona. My clients specifically request that all clothing items belonging to Ms. Jones be returned to her.
2. Any medications prescribed for June Jones remaining in the possession of either Mr. Yeoman or the Powell's.
3. Any information that Gerry Yeoman or the Powell's may have about upcoming doctor appointments for June Jones: eye doctor, heart doctor, dementia care, therapy, general practitioner, or any other medical appointments that Mr. Yeoman or the Powell's are aware of.
4. Any information regarding the daily care of June Jones: medications taken and schedule for same, diet restrictions, diet preferences, daily schedule, activities, rehab exercises to be performed.
5. Ms. Jones' wallet, identification, insurance cards.
6. Ms. Jones' phone and charger.
7. Financial information: bank account information, passwords, bills to be paid and account numbers for same. Information regarding location of safe deposit box(es) and keys for same.
8. Personal supplies: special hygiene items, medical devices, walker/wheelchair.
9. Any other items belonging to Ms. Jones or any other information or items that would be helpful in providing for her care.
10. Accounting of any debts that Dick believes June Jones' estate may owe him as well as supporting documentation for any such claims. Documentation should include written agreements between Dick and Ms. Jones' agent for funds that were or are to be reimbursed to Dick from Ms. Jones' estate.
11. Information regarding all attorneys that have been contacted on behalf of June Jones, as well as an accounting of any legal fees paid from the estate of June Jones or that will be billed to the estate of June Jones.

My clients also request information on Mr. Yeoman's status and his intentions regarding Ms. Jones. Is Mr. Yeoman still in Arizona? If so, is there a scheduled date for his return to Las Vegas? When Mr. Yeoman returns to Las Vegas, is it his intention to resume living with Ms. Jones? In attempting to formulate a long-term care plan for Ms. Jones, my clients need to know what, if any, involvement Mr. Yeoman plans to have in Ms. Jones' daily life and what his health status will allow with regard to same.

In the interest of keeping all interested family members involved and informed, my clients have set up Google documents for the following:

- Daily Calendar
- Daily or Weekly Journal
- Doctors/Therapies/Medications
- List of Assets
- Legal Updates

If Mr. Yeoman would like to have access to the above documents, he will need to provide an email address so that my clients can send him an invitation to view the documents. Also, Ms. Jones has an email address that will be monitored daily. If Mr. Yeoman wishes to send emails and/or pictures to Ms. Jones, they will be read and shown to her regularly. The address is: kathleenjuncjones@gmail.com.

I believe our clients and your clients have at least one goal in common, which is to provide the best care and most stable living situation for Ms. Jones as seamlessly as possible. We are hopeful that all will cooperate to do what is needed to ensure that she receives a high level of care. If your clients are in possession of any of the above, please contact me by noon on Friday, September 27, 2019, to arrange for transfer.

Sincerely,


John P. Michaelson, Esq.

EXHIBIT "3"

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Lora L. Caindec-Poland

From: John Michaelson
Sent: Monday, October 7, 2019 5:29 PM
To: Ross E. Evans
Cc: Jeffrey P. Luszeck; Lora L. Caindec-Poland
Subject: Letter - items and info request of Kim Jones.docx
Attachments: Letter - items and info request of Kim Jones.docx

Ross and Jeff, attached is a list of items we'd like your client to respond regarding by tomorrow close of business if at all possible – with the exception of the request for an accounting, which will take more time. Most of these requests can be responded to almost immediately; with either Kimberly stating she does not have the item or telling us where we can pick it up.

Also please let us know when we could meet at your office this week with our clients in separate conference rooms. I would prefer to meet before Ross leaves town if possible since he was at the hearing.

Thanks in advance for your efforts on responding to these requests.

John P. Michaelson, Esq.
MICHAELSON & ASSOCIATES, LTD.
john@michaelsonlaw.com
www.michaelsonlaw.com
Tel. (702) 731-2333
Fax. (702) 731-2337

The District

2200 Paseo Verde Parkway, Suite 160
Henderson, Nevada 89052

*Please send correspondence to Henderson address

Downtown Summerlin

1980 Festival Plaza Drive, Suite 300
Las Vegas, Nevada, 89135

Reno

5470 Kietzke Lane, Suite 300
Reno, Nevada 89511

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- 1) Personal property
 - a) Clothes- to date, guardians have received 4 shirts from Dick. Where is the rest of June's extensive wardrobe?
 - b) Wallet- guardians have received an ID from Gerry and one debit card. They request insurance card(s) and any other cards from June's wallet
 - c) June's jewelry
- 2) Medical information
 - a) All records in Gerry's or Dick's possession pertaining to June.
 - b) Names and contact information for all specialists of which you are aware
 - i) Neurologist
 - ii) Cardiologist
 - iii) Ophthalmologist
 - iv) Mobility
 - v) Audiologist
 - vi) Hip replacement
 - vii) Gastroenterology
 - viii) Any others
 - c) List of current prescriptions, prescribing doctors, what medication is for, when it is given, special instructions
 - d) Upcoming appointments and contact information
 - e) Schedule for Memory Movers
 - f) Diagnosis-
 - (1) any information you have pertaining to June's diagnosis of dementia
 - g) Information regarding brain scans that have been recently shown to doctors
- 3) Medication
 - a) Actual tablets, bottles and/or vials, etc.
- 4) Financial information
 - a) List of any banks June is known to utilize
 - b) Bank accounts
 - i) What bank
 - ii) Account numbers
 - iii) balances
 - iv) Passwords
 - c) Bills needing payment
 - i) Mortgage, utilities, medical, insurance, landscaper, etc.
 - ii) Account numbers
 - iii) Whose name is on account?
 - iv) Who has been paying?

- (1) How long have they been paying
 - (2) What funds have been used?
 - v) Amount of payments
 - vi) Legal bills paid for June and what funds were used
 - d) Complete accounting from Gerry/Dick showing all activities since 2014
 - i) Each party accounts for any activity or transaction relating to June that they were party to, or arranged or facilitated
 - ii) Accounts opened or closed
 - iii) Funds transferred
 - iv) Property refinanced
 - e) Mortgage balances for each property
 - f) Any information regarding inheritance from Walter Tormala
 - g) Information regarding all contracts, loan agreements, or other financial agreements made on her behalf since 2014
 - h) List of debts
 - i) any information relating to the refinancing of June's California property
- 5) Legal
- a) Metro investigation information
 - i) When was this filed?
 - ii) Who was it filed with?
 - iii) Records relating thereto
 - iv) Contact information for investigator or case worker, etc.
 - b) Elder abuse reports filed
 - i) Contact information
 - ii) Activity
 - c) All attorneys contacted regarding June
 - i) Contact information
- 6) Keys
- a) To Kraft house—front door and screen
 - b) Mailbox
 - c) Safe deposit box

Lora L. Caindec-Poland

From: John Michaelson
Sent: Monday, October 7, 2019 5:36 PM
To: Ty Kehoe; matt@piccololawoffices.com
Cc: Lora L. Caindec-Poland
Subject: Letter - items and info request of Gerry Yeoman and Dick Powell.docx
Attachments: Letter - items and info request of Gerry Yeoman and Dick Powell.docx

Ty and Matt, attached is an informal list of items we'd like your clients to respond regarding by tomorrow close of business if at all possible – with the exception of the request for an accounting, which will take more time. Most of these requests can be responded to almost immediately; with either Gerry or Dick stating they do not have the item or telling us where we can pick it up. Its my hope that we can cooperate in gathering as much information as possible informally.

Also, can you please clarify for me whether you are both representing Gerry and Dick or if just one of you is representing one and the other is representing the other?

Thanks in advance for your efforts on responding to these requests.

John P. Michaelson, Esq.
MICHAELSON & ASSOCIATES, LTD.
john@michaelsonlaw.com
www.michaelsonlaw.com
Tel. (702) 731-2333
Fax. (702) 731-2337

The District

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5470 Kietzke Lane, Suite 300
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- 1) Personal property
 - a) Clothes- *to date, guardians have received 4 shirts from Dick. Where is the rest of June's extensive wardrobe?*
 - b) Wallet- *guardians have received an ID from Gerry and one debit card. They request insurance card(s) and any other cards from June's wallet*
 - c) June's jewelry

- 2) Medical information
 - a) All records in Kim's possession. She has previously kept detailed records in a plastic bin. She has shared these records with multiple other care providers for June.
 - b) Names and contact information for all specialists of which you are aware
 - i) Neurologist
 - ii) Cardiologist
 - iii) Ophthalmologist
 - iv) Mobility
 - v) Audiologist
 - vi) Hip replacement
 - vii) Gastroenterology
 - viii) Any others
 - c) List of current prescriptions, prescribing doctors, what medication is for, when it is given, special instructions
 - d) Upcoming appointments and contact information
 - e) Schedule for Memory Movers
 - f) Diagnosis- Kim has said that June has Alzheimer's
 - i) When and where was that diagnosed
 - ii) What doctor made the diagnosis
 - iii) Any other diagnosis that Gerry was present to be informed of
 - iv) Details about visit to University of California, Irvine
 - v) Dementia medication
 - (1) When did she begin taking it?
 - (2) What doctor prescribed it?
 - g) Information regarding brain scans that have been recently shown to doctors

- 3) Medication
 - a) Actual tablets, bottles and/or vials, etc.

- 4) Financial information
 - a) List of any banks June is known to utilize
 - b) Bank accounts
 - i) What bank
 - ii) Account numbers

- iii) balances
 - iv) Passwords
 - c) Bills needing payment
 - i) Mortgage, utilities, medical, insurance, landscaper, etc.
 - ii) Account numbers
 - iii) Whose name is on account?
 - iv) Who has been paying?
 - (1) How long have they been paying
 - (2) What funds have been used?
 - v) Amount of payments
 - vi) Legal bills paid for June and what funds were used
 - d) Complete accounting from both Kim and Gerry/Dick showing all activities since 2014
 - i) Each party accounts for any activity or transaction relating to June that they were party to, or arranged or facilitated
 - ii) Accounts opened or closed
 - iii) Funds transferred
 - iv) Property refinanced
 - e) Mortgage balances for each property
 - f) Any information regarding inheritance from Walter Tormala
 - g) Information regarding all contracts, loan agreements, or other financial agreements made on her behalf since 2014
 - h) List of debts
- 5) Legal
- a) Metro investigation information
 - i) When was this filed?
 - ii) Who was it filed with?
 - iii) Records relating thereto
 - iv) Contact information for investigator or case worker, etc.
 - b) Elder abuse reports filed
 - i) Contact information
 - ii) Activity
 - c) All attorneys contacted regarding June
 - i) Contact information
- 6) Keys
- a) To Kraft house—front door and screen
 - b) Mailbox
 - c) Safe deposit box

EXHIBIT "4"

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Lora L. Caindec-Poland

From: Jeffrey P. Luszeck <jluszeck@sdfnlaw.com>
Sent: Thursday, October 10, 2019 7:13 PM
To: John Michaelson; Ross E. Evans
Cc: Lora L. Caindec-Poland; Gretta G. McCall
Subject: RE: Letter - items and info request of Kim Jones.docx
Attachments: June Jones Items Requested - Medical.docx

John,

Attached is Kimberly's responses to questions 1-3. Be advised that Kimberly is in the process of drafting responses to your clients remaining questions. Jeff

Jeffrey P. Luszeck

SOLOMON DWIGGINS & FREER, LTD.
Cheyenne West Professional Center | 9060 W. Cheyenne Avenue | Las Vegas, NV 89129
Direct: 702.589.3511 | Office: 702.853.5483
Facsimile: 702.853.5485
Email: jluszeck@sdfnlaw.com | Website: www.sdfnlaw.com
 www.facebook.com/sdfnlaw
 www.linkedin.com/company/solomon-dwiggins-&-freer-ltd-



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From: John Michaelson <john@Michaelsonlaw.com>
Sent: Monday, October 7, 2019 5:29 PM
To: Ross E. Evans <revans@sdfnlaw.com>

Kimberly's response - received 10/10/2019

1) Personal property

- a) Clothes- to date, guardians have received 4 shirts from Dick. Where is the rest of June's extensive wardrobe? [The majority of her newer clothing is at Dick's house.] Things that were too small were donated.
- b) Wallet- guardians have received an ID from Gerry and one debit card. They request insurance card(s) and any other cards from June's wallet. [Gerry has her wallet and contents.] A replacement identification card was ordered and will be given when received.
- c) June's jewelry -To the best of my knowledge she is wearing the same jewelry she always has.

2) Medical information

- a) All records in Kim's possession. She has previously kept detailed records in a plastic bin. She has shared these records with multiple other care providers for June.
- b) Names and contact information for all specialists of which you are aware
 - i) Neurologist -Marwan N. Sabbagh, 702-483-6000 Lou Ruvo Center For Brain Health Cleveland Clinic Neurological Institute 888 West Bonneville Avenue Las Vegas, Nevada 89106
 - ii) Cardiologist -None to my knowledge
 - iii) Ophthalmologist -Retina Consultants of Nevada 702-369-0200
 - iv) Mobility -Trevor Physical Therapist 702-483-6000 Lou Ruvo Center For Brain Health Cleveland Clinic Neurological Institute 888 West Bonneville Avenue Las Vegas, Nevada 89106
 - v) Audiologist -Not that I'm aware of. Has hearing aids refuse to wear them.
 - vi) Hip replacement -Desert Orthopedic Center 702-731-4088 2800 East Desert Inn Road, Suite 100 Las Vegas, Nv 89121
 - vii) Gastroenterology - Comprehensive Digestive Institute of Nevada 702-483-4483 8530 W. Sunset Rd, Ste 230 Las Vegas, Nv 89113
 - viii) Any others -Not to my knowledge
- c) List of current prescriptions, prescribing doctors, what medication is for, when it is given, special instructions -Medication taken at night. Prescribed by Hedi Baker: Omeprazole DR 40mg once a day for acid reflux, Metoprolol ER 25mg once a day for blood pressure, Famotidine 40mg once a day for stomach, Alendronate 70mg once a week for acid reflux Prescribed by Neurologist Dr. Sabbagh: Donepezil HCL 10mg once a day for memory. Special instructions take 1 tablet for the first month then ½ tablet daily, started September 9, 2019. Over the counter: Preserve Vision AREDS 2 once a day for vision, Nature Made B12 1000mg time released once a day.
- i) Upcoming appointments and contact information -Physical Therapy Trevor Mahoney, 702-483-6000 Lou Ruvo Center For Brain Health Cleveland Clinic Neurological Institute 888 West Bonneville Avenue Las Vegas, Nevada 89106 10/15/19 9:00am, 10/11/19 9:00am, Neurology 12/1/19 8:00am

- ii) Schedule for Memory Movers – Friday’s 12:45pm 702-483-6000 Lou Ruvo Center For Brain Health Cleveland Clinic Neurological Institute 888 West Bonneville Avenue Las Vegas, Nevada 89106
 - d) Diagnosis- Kim has said that June has Alzheimer’s
 - i) When and where was that diagnosed –August 2019 Neurologist Marwan N. Sabbagh, 702-483-6000 Lou Ruvo Center For Brain Health Cleveland Clinic Neurological Institute 888 West Bonneville Avenue Las Vegas, Nevada 89106
 - ii) What doctor made the diagnosis - Neurologist Marwan N. Sabbagh
 - iii) Any other diagnosis that Gerry was present to be informed of
 - iv) Details about visit to University of California, Irvine -Approximately January 2016 - June 2016
 - v) Dementia medication
 - (1) When did she begin taking it? September 9, 2019 Donepezil HCL 10mg once a day for memory.
 - (2) What doctor prescribed it? - Prescribed by Neurologist Dr. Sabbagh
 - c) Information regarding brain scans that have been recently shown to doctors -Medical records from UCI (including scans) were given to Cleveland Clinic. Dr. Sabbagh at Cleveland Clinic ordered a PET scan that was done on July 25, 2019.
- 3) Medication
- a) Actual tablets, bottles and/or vials, etc. - Prescribed by Hedi Baker: Omeprazole DR 40mg once a day for acid reflux, Metoprolol ER 25mg once a day for blood pressure, Famotidine 40mg once a day for stomach, Alendronate 70mg once a week for acid reflux Prescribed by Neurologist Dr. Sabbagh: Donepezil HCL 10mg once a day for memory. Special instructions take 1 tablet for the first month then ½ tablet daily, started September 9, 2019. Over the counter: Preserve Vision AREDS 2 once a day for vision, Nature Made B12 1000mg time released once a day.

Lora L. Caindec-Poland

From: Ty E. Kehoe <tykehoelaw@aol.com>
Sent: Friday, September 27, 2019 1:55 PM
To: Lora L. Caindec-Poland
Cc: John Michaelson; tykehoelaw@gmail.com
Subject: Re: June Jones

John,

Thank you for the communication. In the future, please use my gmail address: TyKehoeLaw@gmail.com.

At a minimum, your request for numerous items do not seem limited to the temporary guardianship that has been granted. A temporary guardianship is designed for some emergency risk of bodily harm or emergency need for medical care. While we don't believe either of these requirements existed at all, the items you request in your letter are not related to either of these two requirements. Additionally, June has been in the exclusive care of Kimberly (and/or Robyn) for three weeks now without any of the demanded items, apparently without any ramifications. If a general guardianship is granted, then we will consider these issues further at that time. Additionally, I don't believe a demand sent after 5:00 p.m. on Thursday for all of these items to be provided before noon on Friday is in good faith in any case.

Please provide Google Doc access to RPowell@kds.org.

I sent you a separate email before receiving yours, about Gerry being back in town tomorrow, and hoping to see his wife (and yes live with her if permitted; however, he will not live with any of June's children). Please let me know about the same. As to Gerry's intent as to his wife, he intends to continue fighting to resume his life with his wife as it has existed for nine years, and should be existing now. There has never been a reason to take her away from him, other than personal spite by (and between) June's children. It is a sad tactic to be keeping a wife away from her husband, when you believe her husband is on his death bed. Give the man some peace in his final time on this earth.

I continue to hope that some rationality can come into play.

Sincerely,

Ty E. Kehoe, Esq.
Kehoe & Associates
871 Coronado Center Drive
Suite 200
Henderson, NV 89052
Telephone: 702.837.1908
Facsimile: 702.837.1932
Cellular: 702.528.8704
E-Mail: TyKehoeLaw@gmail.com (Changed from TyKehoeLaw@aol.com)

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In a message dated 9/26/2019 5:05:51 PM Pacific Standard Time, Lora@Michaelsonlaw.com writes:

Lora L. Caindec-Poland

From: Ty Kehoe <tykehoelaw@gmail.com>
Sent: Thursday, October 10, 2019 11:00 PM
To: John Michaelson
Cc: matt@piccololawoffices.com; Lora L. Caindec-Poland
Subject: Re: Letter - items and info request of Gerry Yeoman and Dick Powell.docx

John,

I'm a little surprised your email is addressed to us. As we have discussed previously, it would seem that Kimberly, and/or your clients would have the requested information and items at this point almost five weeks after they have had exclusive care of June, and Kimberly alleges to have cared for June for five months before that.

As I believe you know, Gerry is in Phoenix again receiving additional treatments, which makes addressing some of these issues much more difficult.

Also, as you know, your clients currently have only a temporary guardianship through next Tuesday. So, some of these issues do not need to be addressed at this time.

As to clothing, I believe I told you previously that June had a closet full of clothes at the Kraft House (many of which had tags on them), and according to one of Dick's visits to the house the clothes are all gone. He is guessing that Kimberly did something with them.

My understanding is that you have the cards from the wallet, including her insurance card. As we discussed previously, these items were voluntarily turned over to Kimberly prior to the guardianship action even being filed.

I don't know about jewelry; however, it would seem it might have been stored at the Kraft House, and doesn't seem to be a priority item for a short term temporary guardianship.

As to medical information and medication, as you know, and acknowledged in court, we turned over her medication. To the extent we inadvertently included some of Gerry's medication (which you indicated in court), I would hope you would immediately return the same. As to the other medical information, I believe it is best obtained from June's medical providers, who I understand Kimberly and your clients are well aware of. Additionally, you might have Kimberly and your clients check the Kraft House because if these records exist then I presume they would be there.

The financial information is again not pertinent for a temporary guardianship; is likely in the knowledge of Kimberly and your clients; and could be contained in records at the Kraft House.

As to legal issues, we have repeatedly stated we are not aware of any investigations, and thus are not convinced they ever existed or do exist. Neither Dick nor Gerry have ever been contacted, except by the Social Worker who was totally comfortable with the arrangement prior to Kimberly taking June. Additionally, it would seem any of these records would be in control of Kimberly or the police and not my clients.

It seems odd that you are asking for keys to a house that Kimberly has been living in for at least five weeks (and allegedly six months). I presume she is your better source. I understand that we don't even know the status of keys to the house at this point as Kimberly broke back in to gain access, and we presume she changed the locks. I have been told that Robyn already has a mailbox key and has been using it. I am not personally aware of a safe deposit box. Can you provide me more information about that? Presumably if your clients are aware of one, they could gain access with the guardianship letters.

EXHIBIT "5"

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Steven D. Grierson

1 **CAPL**

2 John P. Michaelson, Esq.

3 Nevada Bar No. 7822

4 Email: john@michaelsonlaw.com

5 Lora L. Caindec-Poland, Esq.

6 Nevada Bar No. 14178

7 Email: lora@michaelsonlaw.com

8 **MICHAELSON & ASSOCIATES, LTD.**

9 2200 Paseo Verde Parkway, Ste. 160

10 Henderson, Nevada 89052

11 Ph: (702) 731-2333

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

PROPOSED CARE PLAN

18 ☒ TEMPORARY GUARDIANSHIP

19 ☐ Person

20 ☐ Estate

21 ☒ Person and Estate

☐ GENERAL GUARDIANSHIP

☐ Person

☐ Estate

☐ Person and Estate

☐ Summary Admin.

22 ☐ SPECIAL GUARDIANSHIP

23 ☐ Person

24 ☐ Estate

25 ☐ Person and Estate

☒ NOTICES / SAFEGUARDS

☒ Blocked Account

☐ Bond Posted

☐ Public Guardian Bond

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

28 ///

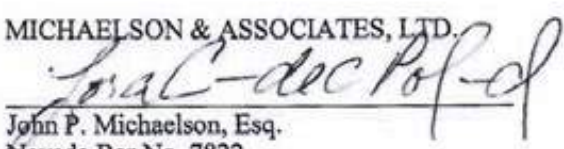
29 ///

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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

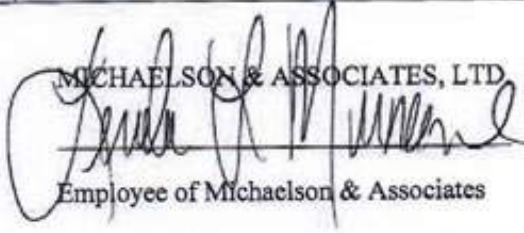
11 Counsel for Temporary Guardians

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@lacsu.org |
| Jeffrey P. Luszeck, Esq. Ross E. Evans, Esq. SOLOMON DWIGGINS & FREER, LTD. jluszeck@sdfnlaw.com revans@sdfnlaw.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.

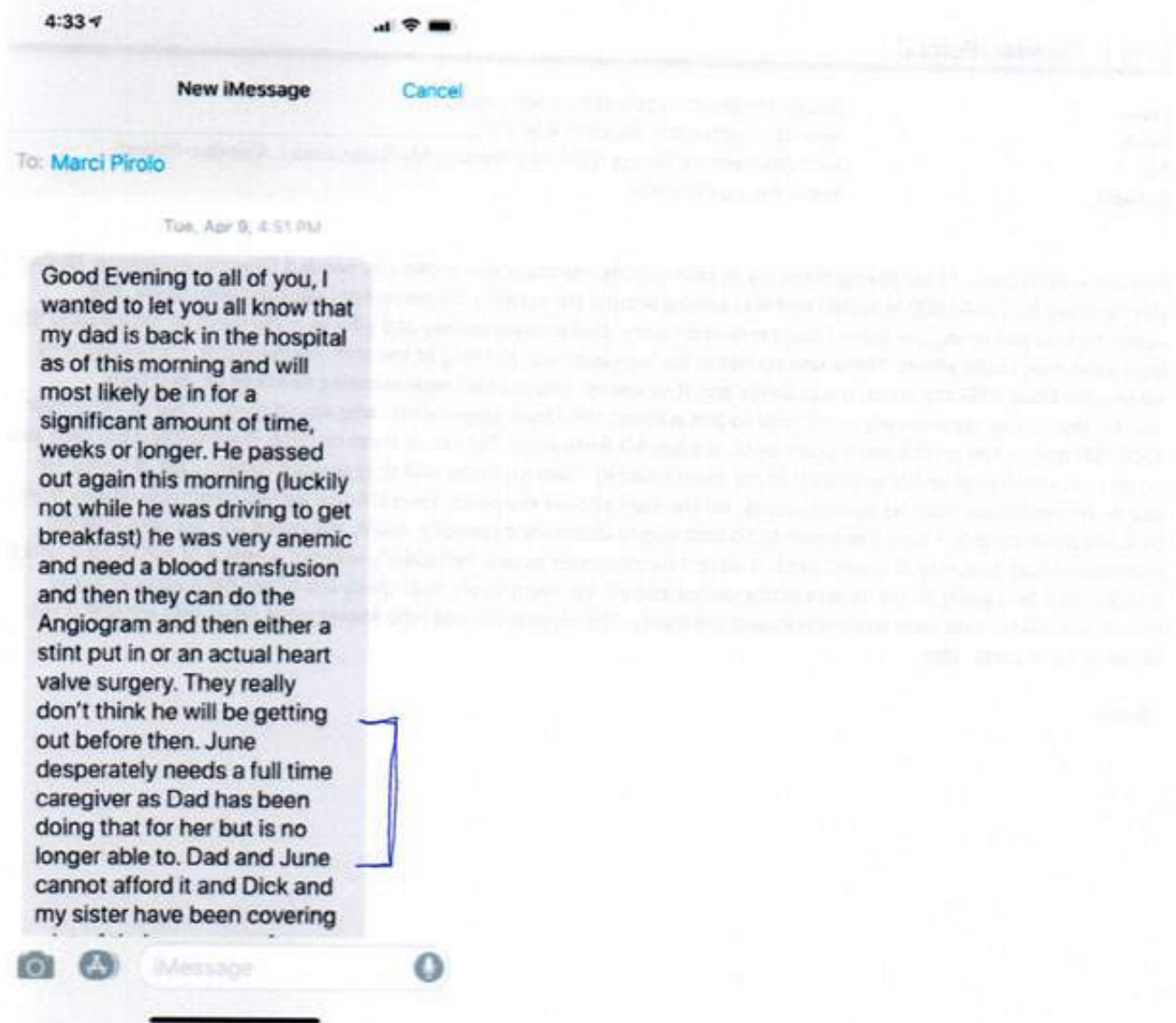
Communication has been an ongoing battle in the midst of Kathleen's situation. The family currently has Google docs set up with medical, legal, and financial information, as well as a calendar that all family members have been invited to update, but information thus far, has only been provided by Robyn 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.

EXHIBIT "6"

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Sent from my iPhone

EXHIBIT "7"

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SHARE

City, State, or Zip



1054 S Verde St, Anaheim, CA 92805



1054 S Verde St,
Anaheim, CA 92805
3 beds · 2 baths · 1,236 sqft

OFF MARKET

Zestimate®: \$582,056

Rent Zestimate®: \$2,730 /mo

EST. REFI PAYMENT

Est. Refi Payment:

\$2,516/mo



1054 S Verde St, Anaheim, CA is a single family home that contains 1,236 sq ft and was built in 1968. It contains 3 bedrooms and 2 bathrooms.

The Zestimate for this house is \$582,056, which has increased by \$1,908 in the last 30 days. The Rent Zestimate for this home is \$2,730/mo, which has decreased by \$59/mo in the last 30 days. The property tax in 2018 was \$943. The tax assessment in 2018 was \$59,436, an increase of 2.0% over the previous year.

Facts and Features

Type
Single Family

Year Built
1968

Heating
No Data

Cooling
No Data

Parking
2 spaces

Lot
6,110 sqft

INTERIOR FEATURES

Bedrooms

Beds: 3

Other Interior Features

Room count: 6

Flooring

Floor size: 1,236 sqft

COFFEES AND AMENITIES

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****October 15, 2019**

G-19-052263-A In the Matter of the Guardianship of:
Kathleen Jones, Protected Person(s)

October 15, 2019 10:00 AM Citation to Appear

HEARD BY: Marquis, Linda **COURTROOM:** RJC Courtroom 10A

COURT CLERK: Christensen, Karen; Stengel, Tanya

PARTIES PRESENT:

Robyn Friedman, Petitioner, Temporary Guardian, Present John P. Michaelson, Attorney, Present

Kathleen June Jones, Protected Person, Not Present Maria L. Parra-Sandoval, Attorney, Present

Donna Simmons, Petitioner, Temporary Guardian, Present John P. Michaelson, Attorney, Present

**Rodney Gerald Yeoman, Other, Present Matthew C. Piccolo, Attorney, Present
Ty E. Kehoe, Attorney, Present**

Kimberly Jones, Other, Present Jeffrey P. Luszeck, Attorney, Present

**State Guardianship Compliance Officer, Agency,
Not Present**

JOURNAL ENTRIES**AMENDED CITATION TO APPEAR AND SHOW CAUSE**

Court Clerks: Karen Christensen, Tanya Stengel (ts)

Scott Simmons, appeared telephonically.

Court noted Investigator was unable to find out information on such a quick turn around.

Attorney Michaelson informed the Court, they did not receive information within 48 hours as Ordered at the previous hearing but was given some medical information from Kimberly within the last few days. Attorney Michaelson stated they did not receive anything from Mr. Yeoman's side. Attorney Michaelson stated the need for a General Guardian in order to file an A-Case in regards to Mr. Powell not giving back Protected Person's house.

Attorney Parra-Sandoval stated she spoke with Protected Person and she continues to voice her strong preference for Kimberly to be her Guardian and wants to remain in her home that she still believes is hers; Protected Person has no recollection of signing anything regarding gifting her home.

Court and Counsel engaged in discussion regarding the sale of the home. Upon inquiry from the Court, Attorney Parra-Sandoval stated Protected Person's signature is on the documents; it is believed that the sale of the home was hidden from the Power of Attorney at the time.

Attorney Kehoe made statements regarding the importance of Protected Person and Mr. Yeoman living together. Upon inquiry from the Court, Attorney Kehoe stated Mr. Yeoman does not want to live in the home if Kimberly is living there. Attorney Kehoe made statements regarding the Power of

Printed Date: 10/22/2019**Page 1 of 3**

Minutes Date:

October 15, 2019

Notice: Journal Entries are prepared by the courtroom clerk and are not the official record of the Court.

Attorney and further stated the transfer of the home happened 21 months ago and there is no proof that Protected Person was incapacitated at the time.

Court stated concerns regarding the sale of Protected Person's home to Mr. Yeoman's son, Mr. Powell, at \$100,000 less than market value and stated further concerns that no documents have been turned over and the house hasn't been given back.

Attorney Luszeck made statements about actions taken by Ms. Jones, Power of Attorney, when she found out about the sale of the home. Attorney Luszeck stated reasons why Ms. Jones should be appointed as General Guardian.

Attorney Michaelson made statements regarding preference of Ms. Jones as Guardian over Mr. Yeoman; however made statements regarding Ms. Jones suitability as Guardian and her request for \$500 a day to be Protected Person's caregiver.

Court and Counsel engaged in discussion regarding Ms. Jones' suitability as Guardian. Court stated it's concerns.

Attorney Kehoe made further statements regarding the sale of the home. Attorney Kehoe stated Mr. Powell paid off the \$140,000 mortgage and the other side has only offered to pay him \$1 for the home to be returned.

Court stated further concerns that Attorney Kehoe is not concerned or worried and that Attorney Kehoe stated there is not a contract of sale or any other documents to provide regarding the sale of the home.

Court advised Ms. Jones to be proactive regarding the housing situation due to neither her or Protected Person owning the home.

Court, Counsel and parties engaged in discussion regarding visitation between Protected Person and Mr. Yeoman. Court clarified the Order is NOT that Mr. Yeoman moves out of the home. Mr. Yeoman voluntarily moved out of the home but is welcome to live there.

Court and Counsel further engaged in discussion regarding exchange of medical records for Protected Person and Mr. Yeoman. Court noted if Mr. Yeoman is not willing to provide his medical information to Guardian; she must be present during visitations.

COURT ORDERED,

Order Appointing Guardian (KIMBERLY JONES) over the Person and Estate shall be APPROVED and GRANTED. Courtroom clerk administered oath to the Guardian IN OPEN COURT.

Guardian shall file an INVENTORY within 60 DAYS.

Mr. Yeoman shall have SUPERVISED visitation with Protected Person. Mr. Yeoman shall notify Guardian if he will be out of town or unavailable for visitations.

Guardian shall notify Mr. Yeoman with information regarding all levels of Protected Person's medical care.

A Supreme Court Investigator shall be APPOINTED to investigate this case. The Investigator shall review the entire Adult Protective Services file and obtain Protected Person's medical records.

A Financial Forensic Specialist shall be APPOINTED to investigate this case. The Investigator shall review all financial records that pertain to the sale of the property, including Protected Person, Mr. Yeoman, and Mr. Yeoman's son, Dick Powell, and anyone else with ties to that property.

Printed Date: 10/22/2019

Page 2 of 3

Minutes Date:

October 15, 2019

Notice: Journal Entries are prepared by the courtroom clerk and are not the official record of the Court.

Matter CONTINUED to 1/14/20 at 1:30 pm for both Investigation Reports.

Matter SET for EVIDENTIARY HEARING/STATUS CHECK 2/20/20 at 1:30 pm.

ALL Parties must act and speak to each other in a CIVIL MANNER.

Attorney Kehoe shall be considered an interested party and shall be allowed access to the Physician's Certificate.

Attorney Luszeck shall prepare and submit an Order.

INTERIM CONDITIONS:

FUTURE HEARINGS:

Jan 14, 2020 1:30PM Return Hearing
RJC Courtroom 10A Marquis, Linda

Feb 20, 2020 1:30PM Evidentiary Hearing
Courtroom 07 Marquis, Linda

FILED

JAN 31 2020

Sharon H. Williams
CLERK OF COURT

ORIGINAL

1 TRANS

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

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

15 BEFORE THE HONORABLE LINDA MARQUIS
16 DISTRICT COURT JUDGE

17 TRANSCRIPT RE: CITATION TO APPEAR

18 TUESDAY, OCTOBER 15, 2019
19
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21
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24

G-19-052263-A GUARDIANSHIP OF JONES 10/15/19 TRANSCRIPT
VERBATIM REPORTING & TRANSCRIPTION, LLC (520) 303-7356

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 MATTHEW PICCOLO, ESQ.
16 871 Coronado Center Dr., #200
17 Henderson, Nevada 89052
18 (702) 837-1908
19 The Daughter: KIMBERLY JONES
20 For the Daughter: JEFFREY LUSZECK, ESQ.
21 9060 West Cheyenne Avenue
22 Las Vegas, NV 89129
23 (702) 853-5483

24 Also Appearing:

 Scott Simmons (telephonically)

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

3 (THE PROCEEDINGS BEGAN AT 11:03:19)

4

5 THE COURT: This is the matter of the Guardianship
6 of Kathleen Jones, G-19-052263-A. On the phone we have, sir,
7 your name for the record?

8 MR. SIMMONS: Scott Simmons.

9 THE COURT: Oh, it broke off a little bit. Tell me
10 your first name again?

11 MR. SIMMONS: Scott Simmons.

12 THE COURT: Thank you so much. If at any time
13 during these proceedings you're unable to hear one of the
14 attorneys or me speaking, please feel free to interrupt. I
15 won't think you're rude and I'm happy for you to interrupt and
16 make sure that you catch everything.

17 Counsel, I know we have a lot of people in the
18 courtroom. In order for the gentleman on the telephone to
19 hear us, you'll have to speak into the microphones. And so if
20 you need to sit down or lean over somebody, I know it's
21 uncomfortable, and not normal, but that's what we'll have to
22 do.

23 Starting on the left, Counsel, your appearances for
24 the record.

1 MR. MICHAELSON: John Michaelson, bar number 7822,
2 on behalf of the Guardians Robyn Friedman and Donna Simmons.

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

5 MR. KEHOE: Good morning, Your Honor. Ty Kehoe, bar
6 number 6011, for the husband Jerry Yeoman who is also present.

7 MR. PICCOLO: Matthew Piccolo, 14331, co-counsel for
8 Mr. Yeoman.

9 MR. LUSZECK: Jeff Luszeck, bar number 9619, on
10 behalf of Kimberly Jones, daughter of the protected person and
11 power of attorney.

12 THE COURT: All right. That's everybody. Everybody
13 have a seat. Counsel, I am putting the investigator, they
14 weren't able to make any findings or do anything on such a
15 quick turnaround and so here we are. I see that some
16 additional documents were filed. I'll start with Mr.
17 Michaelson.

18 Mr. Michaelson, since we can't have the
19 investigator's report and I don't have the assistance of the
20 investigator's report, what's happened in the last few weeks?

21 MR. MICHAELSON: Well, not a lot. That's part of
22 the problem here, so --

23 THE COURT: I made some really specific orders at
24 the last hearing.

1 MR. MICHAELSON: Yeah. We did not get any
2 information within 48 hours as you directed. We did in the
3 last couple of business days get some medical information and
4 some doctor information, but no accounting.

5 THE COURT: You say some, but is that not the list?

6 MR. MICHAELSON: Well, yeah, it doesn't have like
7 balances --

8 THE COURT: You think it's a partial list?

9 MR. MICHAELSON: -- on the accounts or any history
10 to it. There is some -- I mean, we're -- we're working
11 through it. We got the stuff late Thursday night, so
12 essentially Friday. And nothing from Dick's side or Jerry's
13 side. Mr. Yeoman and Mr. Powell.

14 THE COURT: Okay.

15 MR. MICHAELSON: So we're in the position that, Your
16 Honor, we need a general guardian. And the reason for that is
17 probably six or seven -- there's a number of reasons. But to
18 start with a couple of them, probably six or seven times Mr.
19 Kehoe who represents those -- Mr. Yeoman and Mr. Powell, about
20 the house has basically told us you need to sue us. He's like
21 go ahead, sue us. Bring it. If -- if you feel it's a
22 problem.

23 THE COURT: I thought that issue was resolved at the
24 last hearing.

1 MR. MICHAELSON: It's not resolved at all. We --
2 I've asked him to put something in writing. He doesn't do it.
3 Part of the reason for that is that we're not in a position to
4 do anything because we can't file an A case because we're
5 under a temp.

6 Mr. Kehoe also in his pleadings filed several things
7 where he indicates that he doesn't have to do this or that
8 because it's under a temp when in fact a temp is exactly the
9 same as a general. The only difference about temp is because
10 it came about and the way -- the fact that it evaporates
11 quickly. And so we're hogtied here. We can't pursue and
12 negotiate June -- we're not in a position to help June, our
13 protected person, negotiate on a level playing field because
14 they know we can't file a suit at this point.

15 So at this point, we would ask you, Your Honor, all
16 sides have showed a reluctance to provide information. Now,
17 if we appoint a general guardian, that doesn't mean permanent.
18 There's nothing there that says it has to be permanent, that
19 you can't look at it later. But what it means is that it's
20 not going to evaporate on us. It's like in the middle of the
21 night our -- our power's going to go away. And so by granting
22 a general guardian at this point, it allows us to pursue a
23 framework to get a full accounting of what has happened and to
24 pursue an A case, which they've invited us to do.

1 I don't know why we don't just have offers being
2 exchanged back and forth. I was retained on August 21st.
3 It's been almost 60 days and I've been unable after -- I can
4 show you phone records, hours upon hours of discussion about
5 this. I cannot get Mr. Powell to give back -- Mr. Yeoman to
6 get Mr. Powell to give back the house. So we need to bring an
7 A case and we need a general guardianship to do that.

8 MS. FRIEDMAN: Or keys.

9 MR. MICHAELSON: Yeah, we don't have keys. We can't
10 change the mail to come to us because -- you might ask why.
11 Well, we don't have a rental agreement. We're not renters
12 there, we don't own the house, so we can't get the post office
13 to redirect mail. They're still getting mail. And their
14 response to us is well, this is a temporary guardianship and
15 there's -- and this doesn't relate to an emergency. So we
16 can't give you clothes, we can't give you this, we can't give
17 you that, that's ridiculous. They -- they need to come
18 forward and give everything they have.

19 So -- I want to say one more thing. I think that
20 this reminds us of the expression that splitting the baby, you
21 know. And that comes from an old Bible story that says
22 there's two -- two women that were fighting over a child and
23 the King said well, let's cut it in half. And the woman that
24 wasn't the real mother said go ahead, do it, we'll each take a

1 half. The one that was the real mother said don't do it, give
2 it -- give the other person the baby, you know? They -- they
3 would rather have that person. So in this case, to avoid June
4 being a pawns, what we're looking for is to have people say
5 hey, even if I have to lose June, here's her medications
6 immediately. I mean, let me provide that.

7 Here's a list of her doctors. Here's her everything
8 that you can possibly have. But what we see is people go
9 silent, because they'd rather see June suffer than -- than
10 show good faith that they care about June, not their own legal
11 posture.

12 THE COURT: Counsel? Well, first Ms. Sandoval,
13 sorry.

14 MS. PARRA-SANDOVAL: Thank you. Your Honor, I had a
15 chance to speak with June a second time.

16 THE COURT: Uh-huh.

17 MS. PARRA-SANDOVAL: And she's very lucid, she's
18 cheerful. She loves the way Kimberly cares for her. We
19 discussed --

20 THE COURT: Can I ask you a couple questions? Is
21 Kimberly live -- in the house right now?

22 MS. PARRA-SANDOVAL: She currently is living in the
23 home.

24 THE COURT: Okay. And is caring for her?

1 MS. PARRA-SANDOVAL: Yes.

2 THE COURT: Okay.

3 MS. PARRA-SANDOVAL: Yes. And she looked very well;
4 my client.

5 THE COURT: All right.

6 MS. PARRA-SANDOVAL: She does have a very strong
7 preference for Kimberly being her guardian.

8 THE COURT: Uh-huh.

9 MS. PARRA-SANDOVAL: And we did discuss what that
10 meant. And she understands what a guardian is.

11 THE COURT: Uh-huh.

12 MS. PARRA-SANDOVAL: She's not opposed to a general
13 guardianship, but her preference is Kimberly. And you know
14 from the Bill of Rights we have to honor her preferences. So
15 she wants Kimberly to be her guardian if there is a
16 guardianship, a general one.

17 She wants to remain in the Craft home. I know that
18 Mr. Michaelson just filed a notice of intent to move her from
19 there. My client does not want to move, she wants to remain
20 in the Craft home. She still believes that that is her home.

21 I asked her again about ev -- you know, if she ever
22 signed a deed gifting her home, and she has no recollection
23 whatsoever. So she believes that that's her home and she
24 wants to remain on the property with --

1 THE COURT: Counsel, have you seen any of the
2 documents related to the sale or transfer of that property?
3 MS. PARRA-SANDOVAL: I have looked at the deeds from
4 the Clark County -- Clark County records.
5 THE COURT: But no additional documents have been
6 provided to you by Counsel in this case?
7 MS. PARRA-SANDOVAL: No, I just have --
8 THE COURT: And is that deed sign -- are any of
9 those documents that you reviewed signed by your client?
10 MS. PARRA-SANDOVAL: Yes, they are signed by June
11 Jones.
12 THE COURT: Were they signed by the -- not -- so let
13 me just be clear.
14 MS. PARRA-SANDOVAL: Sure.
15 THE COURT: Not the power of attorney, your client?
16 MS. PARRA-SANDOVAL: By my client, correct.
17 THE COURT: Okay. So sometimes --
18 MS. PARRA-SANDOVAL: And at the time --
19 THE COURT: I'm just saying al -- I to make the
20 distinction -- her name might be signed by someone else per
21 POA.
22 MS. PARRA-SANDOVAL: No.
23 THE COURT: That is not the signature?
24 MS. PARRA-SANDOVAL: No, this is June Jones.

1 THE COURT: This is her signature?
2 MS. PARRA-SANDOVAL: Correct.
3 THE COURT: Okay.
4 MS. PARRA-SANDOVAL: And so at that time there was a
5 power of attorney.
6 THE COURT: Correct.
7 MS. PARRA-SANDOVAL: So, you know, she has no
8 recollection of that transaction happening and she still
9 believes that the house is completely hers.
10 THE COURT: Did you explain to her that it is no
11 longer hers?
12 MS. PARRA-SANDOVAL: I did.
13 THE COURT: Does it surprise her every time you
14 speak to her about it?
15 MS. PARRA-SANDOVAL: Yes.
16 THE COURT: Okay.
17 MS. PARRA-SANDOVAL: Yes.
18 THE COURT: Okay. So I -- I would like to see that
19 compliance report in the future if anything can be done within
20 the case to get her home back, I think that would be the right
21 thing to do.
22 I know that Mr. Michaelson wants to move forward
23 with the general guardianship in order to get the house back,
24 but I also believe that this could be a medium to solve that

1 issue.

2 THE COURT: Do you have any concerns about the power
3 of attorney's ability to act as a power of attorney if they
4 allowed this to happen, knew about it, were okay with it, knew
5 that it was valued well under the market value for the
6 transaction, that her mom had no understanding of what she was
7 signing, that that person is qualified or suitable to serve in
8 the future if they have all these questions about what
9 happened in the past, the recent past?

10 MS. PARRA-SANDOVAL: It is my belief that the power
11 of attorney agent had no idea that that transaction occurred
12 at that time.

13 THE COURT: It was hidden from her?

14 MS. PARRA-SANDOVAL: I believe that it must have
15 been concealed.

16 THE COURT: Even though she was living in the house?

17 MS. PARRA-SANDOVAL: She was not living in the home
18 -- in that home at the time.

19 THE COURT: Off and on during the time since the
20 transfer, she hasn't lived back there?

21 MS. PARRA-SANDOVAL: Recently she has.

22 THE COURT: Recently. Was it this litigation that
23 made her -- you believe the POA aware of that transaction?

24 MS. PARRA-SANDOVAL: No. And I believe in some of

1 the pleadings it came up to her, I think sometimes even before
2 the guardianship.

3 THE COURT: Correct. And did she take any action?

4 MS. PARRA-SANDOVAL: I know that what she did was
5 file a case in probate court to --

6 THE COURT: Probate?

7 MS. PARRA-SANDOVAL: I believe it was to confirm
8 that she was the power of attorney agent, simply because there
9 was a dispute in the family regarding whether she had a valid
10 power of attorney.

11 THE COURT: Is that an action --

12 MS. PARRA-SANDOVAL: But she did --

13 THE COURT: -- regarding the house or is that an
14 action regarding her?

15 MS. PARRA-SANDOVAL: Her powers.

16 THE COURT: Yeah.

17 MS. PARRA-SANDOVAL: That was concerning her powers,
18 not the home directly.

19 MR. LUSZECK: Your Honor, she filed a lis pendens as
20 well.

21 MS. K. JONES: Yeah.

22 THE COURT: Okay.

23 MS. PARRA-SANDOVAL: Okay. I wasn't aware of that.

24 THE COURT: Have you been provided with a copy of

1 that or any of those documents?

2 MS. PARRA-SANDOVAL: No. The only pleadings I've
3 read is whatever has been filed in this case.

4 THE COURT: Into this case. Okay. Do you have --
5 okay. I may have some questions for you in a little bit.

6 MS. PARRA-SANDOVAL: Yes.

7 THE COURT: Okay. Thank you. Go ahead, Counsel.

8 MR. KEHOE: Thanks, Your Honor. I think what's
9 important to remember here, and maybe there is some confusion
10 about the background and where people have been living, but
11 the status quo here is Jerry and June living together. That's
12 been the status quo for nine years.

13 The only time that anybody moved into the Kim --
14 into the Craft home was in about May of this year when Jerry
15 had some medical issues and reached out to June's family to
16 assist. And the only person that got involved at that point
17 is Kimberly.

18 The -- Robyn submitted a text message yesterday with
19 a request to her, but what's interesting is she doesn't
20 provide any response. And the reason why is she never
21 responded. They weren't involved.

22 And so Kimberly and Jerry were working together for
23 several months and Kimber -- or June was still living with
24 Jerry. The Craft home is Jerry's home also. That has been

1 his sole home for nine years --

2 THE COURT: Well --

3 MR. KEHOE: -- he has lived there.

4 MS. PARRA-SANDOVAL: Your Honor --

5 THE COURT: It's been his residence for nine years.
6 She owned it for 20 years, well before they met.

7 MR. KEHOE: That is true, but there was a mortgage
8 on the home which they jointly paid for during that nine year
9 time period. And so, he has contributed, it is his residence,
10 and what's fascinating to me is everybody here is entirely
11 ignoring Jerry. Even though June, in writing, everybody;
12 Donna, Robyn and Kimberly, have all stated in writing in
13 exhibits to Your Honor that they believe June wants to be with
14 her husband. They believe her husband properly takes care of
15 June. That's --

16 THE COURT: I don't think that's the allegation. I
17 don't think that they said that. No.

18 MR. MICHAELSON: It's not.

19 MS. PARRA-SANDOVAL: Your Honor, my client does have
20 an opinion regarding Jerry.

21 THE COURT: Uh-huh.

22 MS. PARRA-SANDOVAL: She loves her husband and she
23 wants Jerry to move with her into the Craft home, but it is my
24 understanding that Jerry doesn't want to move there if

1 Kimberly is there.

2 THE COURT: Okay. Thank you.

3 MR. KEHOE: But that has been the status quo --

4 THE COURT: Is that -- is that true, Counsel, that
5 your --

6 MR. KEHOE: That is true.

7 THE COURT: So your client on his own accord moved
8 out and doesn't want to move back in because Kimberly's there?

9 MR. KEHOE: No.

10 THE COURT: So what Ms. Sandoval just said is not
11 true?

12 MR. KEHOE: He does not want to live in the Craft
13 home with Kimberly, that is true. He did not voluntarily move
14 out in the sense that I understand it from Your Honor. Here's
15 what happened.

16 They -- because of his medical needs, they were
17 living in a house next door to his daughter in order to
18 provide additional care. And Jerry's daughters were take --
19 helping take care of June and Jerry. And in that process,
20 when they needed assistance from Kimberly, June would go stay
21 in the Craft house with Kimberly, when temporary assistance
22 was necessary.

23 And so, at one of these points, Kimberly -- or June
24 was living with Jerry next door to Jerry's daughter.

1 THE COURT: In Arizona, right?

2 MR. KEHOE: No. See, and -- and again, this is part
3 of the confusion, they -- Jerry's daughter lives here in
4 Vegas.

5 THE COURT: Okay.

6 MR. KEHOE: And -- and has a home next door to her
7 residence, an independent residence, where Jerry and June were
8 living temporarily during Jerry's emergent medical care.

9 THE COURT: Can you give me the dates? From what to
10 what?

11 MR. KEHOE: Roughly May through August.

12 THE COURT: Of this year?

13 MR. KEHOE: Yes.

14 THE COURT: Okay. So for three months, they lived
15 by themselves in a house next to her daughter?

16 MR. KEHOE: Correct.

17 THE COURT: His daughter, sorry.

18 MR. KEHOE: His daughter.

19 THE COURT: Okay.

20 MR. KEHOE: And -- and so Phoenix comes in that he
21 needed treatment in Phoenix --

22 THE COURT: Uh-huh.

23 MR. KEHOE: -- for a week or whatever it was. And
24 they went down to Phoenix to the Mayo Clinic where he was

1 being treated, where I believe the daughters have been with
2 his treatment, they're totally aware of this, this wasn't any
3 secreting her out of town like has been alleged. They went
4 down for treatment. The knew beforehand that they were going
5 down for treatment.

6 And they went down for treatment and --

7 THE COURT: When?

8 MR. KEHOE: That was September -- right around the
9 beginning of September.

10 THE COURT: Of this year?

11 MR. KEHOE: Yes.

12 THE COURT: Okay.

13 MR. KEHOE: The probate action was September 6th.
14 And that's relevant because on September 6th, in probate
15 court, they acknowledged all three of them a concern with the
16 power of attorney. And they asked --

17 MR. MICHAELSON: That is --

18 MR. KEHOE: -- the probate --

19 MR. MICHAELSON: -- absolutely false. And we've
20 discussed this a number of times. Terr -- we've -- I mean,
21 it's been hours, hours we've gone back and forth on this.

22 The issue is, because the power of attorney was
23 being ignored with impunity, it's kind of like a notice of
24 proposed action. You bring an action to basically make them

1 come and say -- because you can't get them to explain why they
2 don't honor the power of attorney, we don't have a problem
3 with it, and I assert -- I don't believe Kimberly has a
4 problem with it. The action was brought to force them to
5 explain why they won't abide by it. But he keeps representing
6 that we didn't think it was valid.

7 I mean, it -- we've -- we've discussed this over and
8 over again. It's a heavily curated version of events that
9 we're getting here.

10 MR. KEHOE: Here's the point, Your Honor. Kimberly
11 hired an attorney. Kimberly's attorney filed a motion to
12 confirm the power of attorney in probate court. Mr.
13 Michaelson joined in that motion. We filed an opposition
14 based upon it not being an original document.

15 We don't know when or how it was signed, who was
16 involved, was it intended as a temporary power of attorney.
17 There are dates missing on it, there are other problems with
18 it.

19 So we went to probate court on September 6th and --
20 and the probate commissioner did not confirm it. The probate
21 commissioner said notice was improper, you guys need to give
22 proper notice and come back and we'll deal with these issues.
23 That was the morning of September 6th.

24 We then met in the hallway afterwards and discussed

1 visitation, discussed going to Phoenix, then going to Phoenix
2 and visiting, we discussed our primary concern was that they
3 were going to take June and not give her back. That was
4 discussed in the hallway at Court on September 6th.

5 Then on September 7th, the -- less than 24 hours
6 literally later, Kimberly, with the encouragement of Robyn --

7 MS. FRIEDMAN: No.

8 MR. MICHAELSON: Your Honor --

9 MR. KEHOE: Robyn said in the hallway, I will pay
10 for you to go down to Phoenix, go see our mom.

11 THE COURT: who said that?

12 MR. KEHOE: Robyn said that to Kimberly. And you'll
13 see in the police report, Your Honor, that we submitted, that
14 the Phoenix police contacted Robyn and Robyn said Kimberly had
15 the right to take her because we have a power of attorney.
16 That's stated by the police officer in the police report,
17 which you have.

18 So less than 24 hours later, they go down to Phoenix
19 -- Kimberly goes down to Phoenix, with Terri's husband, the
20 lady -- the sister that spoke last time, and Jerry was in the
21 hospital temporarily that day, he comes home in the evenings
22 and spends the evenings with Kimberly at the hotel, and Ju --
23 with June at the hotel, sorry, and June was downstairs at the
24 Marriott across the street from the hospital with a

1 professional caretaker eating breakfast.

2 And Kimberly and Terri's husband come in, Terri's
3 husband stands in front of the caretaker, Kimberly grabs
4 June's wheelchair and wheels her out of the hospital.

5 MR. MICHAELSON: Your Honor --

6 MR. KEHOE: And that's the last --

7 MR. MICHAELSON: -- I'm going to object to this
8 because Mr. Kehoe --

9 MR. KEHOE: -- time out of the --

10 MR. MICHAELSON: -- was not a witness to this
11 anyway.

12 THE COURT: You know what, I -- we're just going to
13 let this go and then we're going to tie it all up at the end.
14 Go ahead.

15 MR. KEHOE: Out of the restaurant. And that's the
16 last time that Jerry saw his wife for four weeks.

17 And so when there's allegations of isolation, it
18 wasn't on our side. And that's not the status quo. That's
19 the reason we're here today, the reason you believe that the
20 status quo is June living with her daughter, is because
21 Kimberly improperly took her from the care of her husband.
22 And I don't see any basis for doing that, Your Honor.

23 THE COURT: Look, I was real -- real, real clear
24 about my concerns at the last hearing, so if you don't see any

1 basis, it's because you didn't listen to what I said, okay?
2 I'm concerned about the transfer of the house to his kid,
3 okay? For less than market value. Not \$2 less than market
4 value, \$100,000. And the last time we were here, attorneys on
5 this side said we'll give it back, we'll give it back, we'll
6 transfer it back. And now -- and -- okay, then let's do it.

7 And what I'm hearing from Mr. Michaelson is not only
8 has that not been done, is that now I don't have any documents
9 from that transaction that I needed. Ms. Sandoval hasn't had
10 an opportunity to look at it, okay? I'm worried that nobody's
11 watching out for her. Okay? That's what I'm worried about.

12 MR. KEHOE: Okay. That's fair, Your Honor.

13 THE COURT: So if you didn't know the reason why I
14 made that decision, it's because you were not listening with
15 your listening ears, okay? So you should have then given
16 everybody all this documentation.

17 If we've got nothing to hide and there's no problem
18 with isolations or taking advantage of her to the tune of
19 \$100,000 and a house that she's been living in for 20 years
20 that he's only been around for nine years in, whether or not
21 you divide that nine by four -- you know, you've got four and
22 a half years of mortgage payments, okay, we'll give that to
23 you, but still, that's her dang house. All right? Evicting
24 her daughter, all right? Twice. Trying to. Standing up like

1 that's no big deal, trying to -- that's the caretaker, that's
2 the power of attorney, that's the person that's there, I need
3 her to be there then. They want her to be there.

4 It sounds like the only person that doesn't want her
5 to be there is your client. So I am worried about it.

6 MR. KEHOE: Okay.

7 THE COURT: I'm real worried, real, real worried
8 about it.

9 MR. KEHOE: Let me address that.

10 THE COURT: Okay.

11 MR. KEHOE: That --

12 THE COURT: So why didn't we get them the
13 documentation? Why isn't the real estate transaction done and
14 reversed? Why are we stonewalling on that?

15 MR. KEHOE: The -- we have discussed unwinding it,
16 but my client -- well, Dick, my client's son-in-law, paid off
17 \$140,000 mortgage on the house. We have said are you guys
18 willing to reimburse that \$140,000? Their answer is no. We
19 have a written offer --

20 MR. MICHAELSON: I -- I've got to interject here.
21 My answer was put it in writing. He won't do it.

22 THE COURT: Let's see the documents.

23 MR. MICHAELSON: He won't put it in writing. He
24 won't show us the documents. I think it's because looking at

1 two or three of his communications, I think it's because he
2 thinks under a temp guardianship you don't have to do that.
3 And -- and he also knows that we can't file an A case until we
4 get some permanent status as guardians.

5 And so he just keeps saying hey, sue us. He's
6 actually said -- I would ask him to deny that, if he said hey,
7 you're -- you guys are going to have to sue, you're welcome to
8 do that, knock yourselves out, we think we'd prevail. He's
9 invited us to do that six, seven times.

10 Well, I'm ready to do it. I need one more -- I need
11 one thing, and that is a more permanent guar -- a general
12 guardianship. We will gladly bring an A case and we'll get
13 this out.

14 MR. KEHOE: Your Honor, you ordered --

15 MR. MICHAELSON: Yeah. And that he can't -- you
16 know, her client -- or her mother can't get a mortgage to pay
17 him back is -- is the issue, too. She was in a mortgage, she
18 never had a late payment. That's the other thing we would
19 love to get into is that the idea that she doesn't have enough
20 money is an absolute farce.

21 If you want to go back the nine years and beyond and
22 talk about what she did and how she made money, it can be very
23 clearly laid out how she has money, how she could totally care
24 for herself. And -- and this is just an issue of they did

1 something wrong, and instead of saying hey guys, I realize I
2 screwed this up, what can we do to work this out, they're
3 saying hey, sue us, go ahead and sue us if you want.

4 Well, that -- that gets back to the ba -- if you
5 really care so much about her, jump in and let's figure this
6 out. Don't posture, don't make this take huge amount of
7 attorney fees, you know, it's ridiculous. I practically
8 begged him on Friday to send me something in writing. I did,
9 Mr. Kehoe, I said that. Put it in writing. Send us
10 something. He's not going to do it because he's waiting for a
11 lawsuit.

12 MR. KEHOE: That -- that's --

13 THE COURT: Counsel's raising his hand behind you.
14 Go ahead, Counsel.

15 MR. LUSZECK: I don't know if I'm just supposed to
16 jump in an interject or --

17 THE COURT: Well, if you feel like you have to,
18 let's --

19 MR. LUSZECK: Apparently that's what I do.

20 THE COURT: -- hear it -- let's go ahead.

21 MR. LUSZECK: Need to do, Your Honor. I've never
22 been in front of you before, Your Honor. And so I didn't
23 know. Usually I wait until other attorneys kind of finish
24 talking before interject.

1 MR. LUSZECK: Going back to your initial question
2 with respect to what has the power of attorney been doing.
3 Kimberly Jones found out about this transaction in March or
4 April of this year about the sale of the house.

5 THE COURT: How did she find out, Counsel?

6 MR. LUSZECK: She found out through Robyn, I believe
7 --

8 THE COURT: Okay.

9 MR. LUSZECK: -- that advised her that it happened.
10 This is what she's done since it happened. She investigated
11 it. She spoke with her mom about it. She spoke with the
12 purchaser about it. She spoke with Dick and with Jerry about
13 it. She filed a case with Metro about it. She approached --

14 THE COURT: What was -- she went down to the
15 station?

16 MR. LUSZECK: Correct.

17 THE COURT: And what'd she do?

18 MR. LUSZECK: In August. She made a report with
19 Elder Protective Services. Do you have the names of the
20 individuals who (indiscernible)?

21 MS. K. JONES: Taylor Belden (ph) and Detective
22 (Indiscernible),

23 MR. LUSZECK: That's right. So a detective with
24 Metro Elder Abuse about this. She reached out to Adult

1 Protective Services. She filed a lis pendens on the house.

2 The reason why I was initially approached was to
3 deal with this issue, was to initiate a lawsuit against --
4 against Dick regarding this sale. And before I could even
5 really get involved with that issue, this ex parte application
6 for a temporary guardianship was -- was filed and which in my
7 opinion contains numerous misrepresentations and should never
8 have been granted in the first place without a hearing, but I
9 understand this concern by the Court based on the allegations
10 that were in there.

11 But my client has done anything and everything she
12 could do with respect to unwinding this transaction since she
13 was -- well, since she became aware of it earlier this year.

14 Obviously, now that there's a temporary guardian in
15 place, there's nothing she can do; her hands are tied. I
16 agree that something needs to be done, but it seems premature
17 to convert this over to a general guardianship at this point
18 for the sole purpose of initiating an A case when we don't
19 have the documents, we don't -- there's an investigation --

20 THE COURT: Well, look, we can't get the documents
21 because nobody's giving them up. So I gave two weeks for
22 everybody to get us these documents, they didn't come up.
23 There's one way to get the documents.

24 MR. LUSZECK: I agree. They should give them over,

1 no doubt. But on the other hand, too, I think they have
2 subpoena power, can't they issue a subpoena to the title
3 company, to everything else to get -- I agree that's a little
4 more expensive, but they've been temporary guardians since
5 September 23rd. Why is this -- why is this process taking so
6 long? This isn't to alleviate the -- the duty that they have
7 to disclose those documents, it should have happened.

8 THE COURT: Well, I ordered it, so I mean, they --

9 MR. LUSZECK: Oh, well --

10 THE COURT: -- stipulated to --

11 MR. LUSZECK: -- I agree -- okay. I agree. I --

12 THE COURT: So I mean, we can -- we'll talk about
13 contempt on another day.

14 MR. LUSZECK: Gotcha.

15 THE COURT: But there's nothing else I can do.

16 MR. LUSZECK: But I agree. But it does need to
17 happen. I think if this Court is inclined to initiate a
18 general administration, I think Kimberly Jones should be
19 appointed.

20 If you look at all the testamentary documents, we
21 have the healthcare power of attorney, the financial power of
22 attorney, the last will and testament. And you heard from
23 June's Counsel just now, who does she want to serve as the
24 general guardian if this Court deems it necessary; Kimberly

1 Jones.

2 It shouldn't be two individuals who she never
3 indicated she wanted to serve in her testamentary documents or
4 individuals who she's not indicating now she wants to serve.
5 If anybody should be allowed to serve as a temporary or a
6 general guardian in this case, permanent or not, it should be
7 the individual who June has repeatedly indicated should serve,
8 which is her power of attorney, her daughter Kimberly Jones.

9 We filed a counter-petition that if this Court is
10 inclined to have a guardian in this matter, it should be Kim,
11 based on the repeated preference and statements from the
12 protected person June.

13 MR. MICHAELSON: I would remind -- may I address
14 that, Your Honor?

15 THE COURT: Yeah, go ahead. Sorry.

16 MR. MICHAELSON: I just -- I would remind the Court
17 that what the -- we bounced around this a little bit. There's
18 the statutory framework is -- is that they need to be
19 qualified and suitable. And that there is a preference.

20 The preference that's -- the law doesn't say because
21 they're -- we give a preference that means we must appoint
22 them. It means we give a preference. It means we look to
23 them. We kind of have a -- a look or a presumption. And, you
24 know, we talk about what more could we have done the last few

1 weeks. Well, as far as we know, the bills at the Craft house
2 may be being paid by Mr. Kehoe's clients, but they have not
3 volunteered to offer up anything about account information,
4 bills that are being paid, and -- and as between Kimberly and
5 Jerry, who is dealing with significant health issues and for a
6 host of reasons also is very -- is on writing as being
7 involved in the transaction to remove her house from her
8 ownership, he shouldn't be the guardian. So we would
9 definitely prefer Kimberly as a guardian over -- over them.

10 But at this point, we don't know why, we talk --
11 Kimberly's Counsel talks about why has it taken them three
12 weeks? Our question is, why has it taken two months or even
13 three weeks to just cough up account information? Again, if
14 you really care about Mom's care, you can say look, I disagree
15 with you guys, but you're the guardians and I care about my
16 mom. I would.

17 If my mom was under guardianship, I'd say -- I'd run
18 after the car and go hey, by the way, here's her medications,
19 she needs this, this is her doctor, I -- we -- we had to
20 literally chase them down in the last three weeks to get this
21 information. So we -- our thought is we want to respect Mom's
22 preference. But at this point, we're not sure why is it
23 because there's been some mishandling of the monies? That --
24 that's coming to mind now. Maybe what we need to do is -- is

1 continue until we have a full accounting where we can
2 exonerate Kimberly or not, and then we can see whether she is
3 suitable to be the guardian.

4 She has all this experience, all these degrees, and
5 in this case she's about to be evicted and she can't really
6 respond to the family who she is calling a lot for help.
7 There's a lot of communication going on. And we want to help,
8 but she's not providing any information.

9 What's your plan? Are you going to take her back to
10 California or what -- you know, if we get out of this house.
11 So our -- our argument is, she's not acting right now like a
12 suitable person. And we -- we would like to continue as a
13 general guardians to -- to be able to provide a full
14 accounting for Your Honor to take a look at. And then we can
15 decide. General doesn't mean permanent. But it does give us
16 some enhanced ability. Also, the compliance office told me
17 that they say that because they're appointed just as an
18 investigator, they can't -- they need to be a financial
19 forensic specialist to -- to assist with that.

20 And so, maybe they need more time, but we don't
21 think we're getting the traction we need under a temp. It
22 should be the same, but -- except for one thing that we
23 acknowledge, which is it disappears at midnight so to speak.
24 And that hanging over our heads is inhibiting us a bit.

1 MR. LUSZECK: Your Honor, can I respond to that?
2 Exonerate Kimberly for what? She hasn't done anything.
3 There's no proof, there's no evidence that she's done anything
4 at all.

5 THE COURT: Hold on. There -- and I have -- I have
6 said it that I -- I'm concerned about her suitability. The
7 allegations at the last hearing about medication in trunks and
8 all that stuff concerns me.

9 MR. LUSZECK: Okay.

10 THE COURT: Okay? This is the first time today that
11 you've told me what she's done since she found out and when
12 she found out. Okay? So that information that she's power of
13 attorney and that she is the one taking care of her mom and
14 she's the one involved with her mom and she's most suitable,
15 with this kind of -- with the house and going to Arizona, and
16 all of this, concerns me about her suitability.

17 I've been very transparent about my concerns about
18 that.

19 MR. LUSZECK: Okay.

20 THE COURT: Okay? Today I have to make that
21 decision. I'm concerned that if those documents and those
22 things were done, that the reports to EPS and all of those
23 things, should have been provided. Right? In the last two
24 weeks, so that we would have an opportunity to look at those.

1 And we haven't seen that.

2 So that -- that remains my concern. Okay?

3 MR. LUSZECK: Okay.

4 THE COURT: I do -- I -- I'm very concerned. I -- I
5 -- I was clear about that at the last hearing. Okay? I'm con
6 -- I'm concerned that Kimberly doesn't think that the
7 temporary should have been issued after the temporary was
8 issued because Kimberly was being evicted, that that's the
9 caretaker, that the house transaction was happening, all of
10 those things made it clear to me that we needed to -- to have
11 a temporary and have a hearing within 10 days, and that's
12 exactly what happened. And I'm still very concerned by all of
13 those things.

14 MR. LUSZECK: Okay. I understand, but she -- it's
15 not that she wasn't concerned about the house being sold. She
16 was undertaking -- she was taking steps to address that. She
17 was. I went through five steps today and they were in her
18 underlying pleadings for the last hearing, too.

19 So these -- these issues have been brought to the
20 forefront of everything that she's been doing to address this
21 issue, Your Honor.

22 With respect to the temporary, the reason why she
23 didn't believe it was important is because we have a power of
24 -- power of attorney, Your Honor. Typically when you have

1 powers of attorney, as you know, there's no need for a
2 guardianship.

3 THE COURT: It wasn't working though, right?
4 Because we transferred a house --

5 MR. LUSZECK: Well --

6 THE COURT: -- she got evicted from the person she
7 caretake -- was caretaking for.

8 MR. LUSZECK: -- she wasn't evicted.

9 THE COURT: Well, we had two proceedings, right?
10 That worries me. Okay?

11 MR. LUSZECK: Okay.

12 THE COURT: That's a bad situation. That's --

13 MR. LUSZECK: Okay.

14 THE COURT: -- not a good situation. The power of
15 attorney was not working.

16 MR. LUSZECK: I don't disagree with you that there
17 was issues with the power of attorney, but they were being
18 addressed. There was a hearing in front of the probate
19 commissioner, she was in the process again of having a
20 petition drafted and filed with the probate commissioner, to
21 have that power of attorney confirmed.

22 Now, to -- to alleviate this Court's concern, all
23 this Court has to do is confirm the validity of the power of -
24 - power of attorney. That's what this Court could do and that

1 should alleviate any concerns from Dick or Jerry as to whether
2 or not it's valid.

3 So it's our -- our preference for this Court to do
4 that, have an order from this Court saying there are powers of
5 attorney in effect. They are valid and binding and --

6 THE COURT: Well --

7 MR. LUSZECK: -- everybody should --

8 THE COURT: -- the hearing that -- the Commissioner
9 told you what to do, I'm not going to bifurcate or go behind
10 the Commissioner's back to do something else.

11 MR. LUSZECK: And I understand. But I understand
12 here we're in guardianship now, and I understand that, and
13 that's -- that's how the cards fell and we're fine with that.
14 And my client is willing to serve as temporary guardian, as
15 general guardian, and as permanent guardian. And I think if
16 this Court -- if this Court wants to retain jurisdiction over
17 this case, that's fine. Kimberly's fine with that.

18 THE COURT: I don't think I have a choice.

19 MR. LUSZECK: Pardon?

20 THE COURT: Counsel, anything el -- I don't think I
21 have a choice; retain jurisdiction. It's -- it's like, you
22 know, the gift that keeps on giving. Don't worry, I'll be in
23 your life for the rest of it.

24 Counsel, anything else?

1 MR. LUSZECK: I --

2 MR. KEHOE: The -- the Craft house occurred 21
3 months ago, Your Honor. There's no evidence that she was
4 incapacitated at that time. It's -- that's a significant
5 point, because it's our contention --

6 THE COURT: For the li -- future litigation, yeah.

7 MR. KEHOE: Okay. But -- but if you're going to
8 rule based upon mere allegations right now, then I'm
9 suggesting that some of the facts contradict those
10 presumptions related to the allegations. That was 21 months
11 ago.

12 We contacted -- there was a professional service
13 that was involved with the -- that transaction. Mr. Piccolo
14 contacted that service to attempt to provide what Your Honor
15 wanted, because there's very little documents here. But we
16 attempted to get the notary book. Mr. Piccolo spoke to that
17 person and said does anybody there remember this transaction
18 and he said yes, I remember it, because Jerry here in the
19 corner, looks like Walter Matthau from Grumpy Old Men. And so
20 he remembered it.

21 He remembered discussing it with June. He
22 remembered the transaction. And we have attempted to get some
23 statement from him and we believe the investigator will speak
24 to him. But -- and -- and as far as unwinding it, I mean, I'm

1 being -- we're being told, you're being told, that there's
2 been no attempt to resolve it, and yet you're correct, last
3 time we discussed unwinding it.

4 The only offer that has been made is a dollar. We
5 have a written offer from their side. Dick needs to give the
6 house back, we'll give you a dollar for it. Well, Dick paid
7 off the mortgage of 140,000. Everybody knows that.

8 MR. MICHAELSON: Make a counteroffer.

9 MR. KEHOE: That's not disputed. And -- and yet --
10 and so when Mr. Michaelson and I spoke on Friday, it was
11 discussed; hey, is that the starting point, John? Are -- you
12 know, is that even an option? No, my clients are not going to
13 pay for the mortgage.

14 Well, that's a concern, Judge. That's not fair,
15 that's not equitable, that's not right.

16 My client has provided hun -- literally -- not my
17 client -- Dick, Jerry's son-in-law, has provided hundreds of
18 thousands of dollars to their care. That's in your affidavit
19 that you have.

20 Mr. Powell has plenty of money, okay? This is not
21 about him trying to take advantage of his mother-in-law. That
22 didn't happen here. That's why we say that is not a concern.
23 It's not a concern for our side as far as resolving it. We're
24 happy to resolve it.

1 And we understand their concern and we understand
2 that that needs to be addressed by some independent person.
3 That's why we were hoping the investigator might have got
4 something done like Your Honor hoped.

5 MR. MICHAELSON: Or the Judge. Your Honor, so we --
6 it -- it would help as we all know to have a written offer
7 back. But the other thing is that Mr. Kehoe is talking about
8 there's no evidence. Well, the presumption, when you're some
9 kind of a caregiver and you do this kind of a transaction, NRS
10 155 puts the presumption against them, that now it's on them
11 to prove by clear and convincing evidence that it wasn't
12 fraudulent.

13 I don't see them. I keep saying this and talking
14 about that, but they're not coming our way to either resolve
15 it or provide information.

16 MS. FRIEDMAN: But my mom can't pay. I can't pay.
17 I'm --

18 MR. MICHAELSON: Could she --

19 MS. FRIEDMAN: They keep saying why doesn't their
20 side pay him back? Because he took it from my mom.

21 THE COURT: Hold on a second.

22 MR. MICHAELSON: Yeah.

23 THE COURT: Just so that you understand, I'm not
24 really concerned with the details --

1 MS. FRIEDMAN: Sorry.
2 MR. MICHAELSON: Yeah.
3 THE COURT: -- of your negotiation, okay?
4 MS. FRIEDMAN: Yeah. No.
5 THE COURT: What I'm --
6 MS. FRIEDMAN: My mom can't pay him back.
7 THE COURT: What I'm concerned with, right, is that
8 it's the largest asset of your mom's.
9 MS. FRIEDMAN: Yeah.
10 MR. KEHOE: It's not.
11 THE COURT: Hold on.
12 MR. KEHOE: It's not.
13 THE COURT: Okay. So it's the second largest asset?
14 MR. KEHOE: Fair.
15 THE COURT: Okay. So it's her second largest asset
16 that it was hers for 20 plus years and is her home.
17 MS. FRIEDMAN: Uh-huh.
18 THE COURT: That there was a transaction that was
19 for approximately \$100,000 less than she deserved to get for
20 it. And now she doesn't remember the transaction or she, at a
21 minimum at best, she doesn't remember it. At worst, it was
22 stolen, okay?
23 So somebody's got to figure it out, okay? For me,
24 it is concerning, all right? It sounds like it's concerning

1 for you, it's concerning for Ms. Parra-Sandoval, it's
2 concerning for Kimberly. The only person who is not concerned
3 is Mr. Kehoe and his client and the brother-in-law, okay?

4 MR. KEHOE: Because they're the ones that know.

5 THE COURT: Okay. He's not concerned, even though I
6 said I'm concerned a lot, like 85 times, in the last three
7 weeks. Okay? He remains nonplused. That's right.

8 So I am really concerned about it. I don't care
9 whether you negotiate it or not, okay? I don't care if you
10 have to sue each other or not. I am con -- that is a red flag
11 to me. It is concerning to me. I need to, for your mom, get
12 to the bottom of it. It was so concerning, people went to the
13 police, filed actions in probate court because of it, hired
14 Mr. Michaelson, tried -- everybody's really concerned about
15 it, right? It's that big of a deal, okay?

16 So I don't need to know the details or who's going
17 to sue who. What I'm concerned about is the documentation,
18 the contract for sale, the deed, all of the documents that go
19 with the real estate, were not provided. Okay? A notary book
20 I'm not so concerned about. Okay? Everything else concerned
21 about.

22 MR. KEHOE: There are no documents, Your Honor.

23 THE COURT: Concerning, right? Because every -- if
24 I went to law school one time, it was a long time ago. But

1 Counsel, doesn't all real estate transactions have to be in
2 writing?

3 MR. MICHAELSON: They do. Yeah, they're --

4 THE COURT: Yes. So it's -- now this is the one
5 thing in law school I remember, right? So we're going to have
6 some writing about it, right?

7 MR. KEHOE: Okay.

8 THE COURT: Or that's going to be --

9 MR. KEHOE: Sorry. It's recorded with the Clark
10 County Recorder. That's how they found out about it, that's
11 how June's attorney has the documents sitting here in front of
12 her, those are public documents.

13 There was no contract of sale, there was no anything
14 else. There was a grant bargain sale deed, that's -- that's
15 the documentation that everybody already has.

16 THE COURT: That worries me, okay?

17 MR. MICHAELSON: May I just --

18 THE COURT: So -- hold on.

19 MR. MICHAELSON: Okay.

20 THE COURT: So that all worries me, Okay? There is
21 a couple of things that it's clear needs to happen, all right?
22 That the investigator needs to continue that I will appoint
23 both investigators; the forensic specialist and the fact
24 investigator. I will receive from them the Adult Protective

1 Services file. Okay? I will receive from them and I'm
2 interested in, all of the financial records that go into the
3 sale of this property, including the proposed protected
4 person, her husband, her son-in-law, and anyone else with any
5 financial ties to that property. Okay?

6 So those things will take 90 days for me to get
7 back. Okay? At that hearing, and I will set it for an
8 afternoon at 1:30 so that we can get all of those documents
9 and have all those documents in check, about those things.

10 What it does sound like everybody's agreeing to, and
11 correct me if I'm wrong, that you still want Kimberly to have
12 access to Mom and be her caretaker. Is that what I'm hearing
13 from everybody, except for Mr. Kehoe's client. Kimberly, is
14 that -- is that a correct statement for Kimberly?

15 MR. LUSZECK: Yeah, I'd take it a step further. I
16 mean, she wants to be --

17 THE COURT: Right, right.

18 MR. LUSZECK: -- caretaker and the guardian, but --

19 THE COURT: Well, at the -- but is her plan, I just
20 want to make sure, her plan is to, and she wants to, is
21 willing to, remain in the house and be her mom's caretaker?

22 MR. LUSZECK: Yes. With the caveat that there is an
23 issue that since --

24 THE COURT: Okay.

1 MR. LUSZECK: -- she's moved out here five months
2 ago --

3 THE COURT: Uh-huh.

4 MR. LUSZECK: -- she left her job and she's with her
5 mom 24/7 and she ha -- I mean, she has bills. I mean, she has
6 a life and she can't do it for free and --

7 THE COURT: Well, she -- but she's living there at
8 the house, right?

9 MR. LUSZECK: But she's living there.

10 THE COURT: Right now.

11 MR. LUSZECK: And I guess you could probably take
12 some offset into account. But if she's providing 24/7 care
13 service, I think she should be reasonably compensated for
14 being able to do that -- for doing that, for rendering those
15 services.

16 MR. MICHAELSON: But -- but in order to get there,
17 we need to know what her financial picture is, and what's what
18 we've been saying, at -- not long after the last hearing where
19 she agreed to Your Honor that she would provide the care.
20 Again, we don't believe in enslavement, we're not trying to
21 say she has to do it, but it --

22 THE COURT: No, that's why I'm asking.

23 MR. MICHAELSON: Right. But -- but within days
24 after that, she submitted -- we couldn't get her to say for

1 sure are you there, are you not, and she submitted and said
2 well, I can be there, it'll be \$500 a day. Okay?

3 THE COURT: Okay.

4 MR. MICHAELSON: So that -- that is a lot of money.
5 She has not been getting that. We have no idea if the estate
6 can even afford that. If you calculate that out, extrapolate
7 that to a year, it's like wow. And this is the person who's
8 supposed to be in good faith just loves her mother.

9 I mean, we want to support her, but when she does
10 things like that not giving us the medical information,
11 instead giving us a bill, and then saying it'll be \$500 a day,
12 after a while it's like come on, we've got to get on the same
13 page here about openly discussing what can Mom afford.

14 THE COURT: Uh-huh.

15 MR. MICHAELSON: And -- and that doesn't show good
16 faith. It shows a suitability issue.

17 MR. LUSZECK: Your Honor, they have the medical
18 information. They've had it before the last hearing, they had
19 a list of prescription -- the prescription pills and
20 everything were in their possession. They've had this stuff.

21 What they want because they have deep pockets and
22 can afford Mr. Michaelson, is they want to just incur
23 (indiscernible) fees and costs --

24 MR. MICHAELSON: That is not what we want.

1 MR. LUSZECK: -- so it's impossible for my client to
2 deal with.

3 THE COURT: Okay. So wait, wait, wait --

4 MR. LUSZECK: She's given this information.

5 THE COURT: I made -- I made an order and we
6 shouldn't be fighting about this, okay?

7 MR. LUSZECK: No.

8 THE COURT: And let me tell you that this is a real
9 -- look, when we fight about kids, which I do every single
10 day, all right, kid goes from Mom to Dad, my order is I don't
11 care if you think they know whatever. Within 24 hours, within
12 48 hours, I want a list in writing of all the medication. If
13 I hear well, they already know, you know that I go ballistic
14 in Family Court, I got ballistic here too, because it's my
15 order, okay? I do that just in case anybody's confused, just
16 so every -- the exercise of doing it helps us start to
17 facilitate communication. We're making new pathways towards
18 positive communication. Instead of calling each other names,
19 we give each other information to help our mother, okay?

20 This is what I inspect, okay? So I'm not real
21 impressed when we say well, they already have it, they know
22 the medication. Look, that was my order, that's what was
23 supposed to happen. So I don't want to fight about it, that
24 really is just silliness, right? We're spending way too much

1 time and money arguing about it.

2 I'll write it down 800 times for you. If you can't
3 write it down, I'll write it down for you. I'll hand it to
4 them if you need me to, okay? And let's not fight about the
5 little things, okay? You guys agree on a whole lot. Okay?
6 You do. Okay? You really do. That you love your mom, that
7 you want her to be taken care of, okay? You're all concerned
8 about the house transaction and you're all concerned about
9 protecting her in the future.

10 Those are really big, huge things that you agree on.
11 Okay? What are you fighting about? An exchange of medication
12 list? An exchange of doctors list? This is not appropriate
13 to argue about.

14 We are wasting our energy, mental, physical,
15 emotional, on you sisters argue with each other over stuff
16 that doesn't make sense. Now, let me tell you this, and I
17 told you guys this before, I'll argue with my sister about,
18 you know, which way the wind blows all day long. Right?
19 Because there's nobody on this earth that can argue with my
20 sister better than me. Okay?

21 You guys have been doing it for a while, right?
22 Okay? So listen, let's just not do it, okay? You guys got to
23 be on the same team. You are all your momma gots. Okay? You
24 have a special relationship with her that nobody in this

1 universe or on this globe has, except for you guys. Okay?
2 You can take care of her and know what she wants and make
3 decisions for her like nobody else. Okay? You guys have such
4 a shared experience that no one else has. Please don't fight
5 with each other over silliness.

6 You how much you're paying all these lawyers, a
7 bazillion dollars, to be in here arguing about a list when we
8 need to be arguing about more serious things. Okay? Make a
9 pyramid in your mind of the serious things we need to argue
10 about and what we need to spend our time on. It is not these
11 things are not the tippy top. This is like an emergency room.
12 Okay? Situation.

13 Your mom may have a paper cut, but she's in cardiac
14 arrest. Shall we fix the paper cut first and spend three
15 hours talking about it? No. Okay. Let's talk about the big
16 things first and resolve them first. The paper cut will
17 resolve itself, okay? So I need you on a pathway of talking -
18 - and communicating about things that make sense.

19 Your lawyers -- your guys are really good at
20 fighting with each other because you're sisters. You don't
21 need lawyers to do -- fight with each other, because you guys
22 can do a great job. Okay? You are paying your lawyers
23 hundreds of thousands of dollars to talk about a list of
24 medications. That is ridiculous. Absolutely ridiculous.

1 I don't want to do it any more, I don't want to
2 spend my time on it. I'm taking a lot of time to talk to you
3 about it right now so you understand how ridiculous I think it
4 is. Okay? And I'm talking to you about it, not your lawyers,
5 because they will argue about anything because that's their
6 job. Okay?

7 But I need you to be able to resolve some little
8 things yourselves. I told you when I made that order. You
9 might already know, I don't care. It's simple. Okay? You
10 might have some of them.

11 It's really important to have a list so we know the
12 current ones right now, okay? So we know what they are today.
13 Something might have changed from a week ago. There might
14 have been a doctors appointment where something was pulled
15 off, something else was put on. I can't guess that. You guys
16 know it better than anyone. Okay? That's what I needed,
17 that's why I did it. I did it for a reason. Okay? It's kind
18 of from years and years and years of helping families who are
19 fighting. Okay? That's all I do, families that are fighting.
20 All the time.

21 My orders are not for just no reason. They're
22 really specific. They're because I'm looking two years down
23 the road from when I have to deal with you two years from now
24 we are not having this conversation because we're having it

1 now.

2 This will never be a problem again I know it because
3 we're having this conversation now. And when it does happen
4 two years from now, I will lose my mind because I saw you all
5 eyeball to eyeball, and I took a lot of time and I explained
6 it all to you.

7 So I know you understand it. I know you understand
8 it from me, not the fancy talk that your lawyer told you; from
9 me. Okay? I don't want to deal with it anymore. It's done.
10 When I order something, I expect it to be done. Okay? The
11 end. That's it.

12 You might hate it, you might be pissed off about it,
13 you might -- I don't care. I just need it to be done. Okay?
14 That's all. I only care about your mom, that's it. I don't
15 care about your feelings, I don't care about anything else.
16 That's it. I just don't. I don't have time. Okay?

17 Because I'm on the pyramid. I'm dealing with the
18 emergencies first and then going down. And small issues may
19 resolve themselves by then. Okay? Do you understand? Do you
20 have any questions about that?

21 MS. FRIEDMAN: The reason we're here is because when
22 we tried to communicate with Kim for up to two years ago when
23 we started asking for a care plan, crickets.

24 THE COURT: Okay.

1 MS. FRIEDMAN: That's how we ended up here.

2 THE COURT: But now we're here.

3 MS. FRIEDMAN: So --

4 THE COURT: So look --

5 MS. FRIEDMAN: So how do we move forward?

6 THE COURT: So now a line in the sand. Okay?

7 MS. FRIEDMAN: Uh-huh.

8 THE COURT: Eyeball to eyeball, I saw you today, I
9 understand what we need going forward. Okay? I told you
10 before, you guys have 30 years, right? Because you're all 29;
11 30 years. Because I'm 29, too, so I can see it in other
12 people. Twenty years of, you know, getting pissed off at each
13 other, okay? And who knows what else.

14 That is behind us. Now it is a business
15 relationship. This is what I expect from you. The business
16 of your mother, okay?

17 You are her cheerleader, you are the CEO, you are
18 the only people on this planet that love her like you do.
19 That's it. The people that love her the most in this world
20 are in this room or on the telephone. No one else loves her
21 as much as you guys, nobody else can take care of her like you
22 guys.

23 I take care of my grandmother. I know she hates the
24 color yellow. So when I come in and somebody put a yellow

1 shirt on her, I take it off, right? Because I know she hates
2 the color yellow, right? There are certain things that your
3 mom wants and hates and loves that you girls all know that no
4 one else knows. And you can take care of for her when she
5 can't take care of it for her. Okay?

6 So from now on line in the sand, all of your
7 communication is about the business of mother. Okay? Her
8 being safe, her being well, her being taken care of. I expect
9 you to talk to each other from today forward in a civil
10 manner.

11 This is what civil means to me; like you would talk
12 to a coworker or supervisor. None of that sister talk, okay?

13 MS. FRIEDMAN: Yeah.

14 THE COURT: So listen to me, I don't care what
15 happened in the past. This is a conversation or an email that
16 should happen. Mom has a doctors appointment on Friday,
17 here's the doctor, here's the address. Sometimes you have to
18 be there 15 minutes early because there's an opening and the
19 nurse will get you in quick, the girl at the front desk just
20 had a baby, make sure you talk to her about that.

21 The appropriate response is, okay, thanks. I'll
22 text you when we're done. It's not you're a bad sister,
23 you've always been lazy, remember when we were 11 and --

24 MS. FRIEDMAN: We don't do that.

1 THE COURT: -- you stole my favorite -- okay. No,
2 no. I'm telling you I don't care what happened in the past,
3 that's what we're doing going forward.

4 MS. FRIEDMAN: Neither of us do that.

5 THE COURT: You must -- listen. No, no, I don't
6 care.

7 MS. FRIEDMAN: Okay.

8 THE COURT: Going forward, this is what I expect
9 from everyone. When you go on shift at your work, there is
10 certain information that that person has to give you; table 42
11 just paid their bill, but they may want another round of
12 coffee. This one just walked in. Why do you give that
13 information? Because you're in business together.

14 I have to talk to all these people all day long. I
15 don't say remember 10 years ago when you stole my jean? I
16 hate you. I don't say that. I say the business of what's
17 happening. Okay? And we talk to each other in a civil way.
18 That's what I need you to do. A non-reply is not appropriate.

19 If your boss emails or texts you and you ignore it,
20 what happens? If you work for me, you get fired. Okay? I
21 don't know what other boss is going to put up with that, I
22 won't. Okay? I'm sure it -- you guys wouldn't from your
23 employees. There has to be a response. It has to be within
24 24 hours.

1 That's what I expect. Okay? I don't want to fight
2 about this junk anymore, the little things. Let's deal with
3 the big things. I'm trying to get us to what we agree on.
4 I'm asking the lawyers of the basics of what we agree on.
5 Why? Because I'm getting ready to give you my order, okay?
6 And I think there's a lot that you agree on, but you insist on
7 arguing about small things. Right? Even while I'm trying to
8 get you to agree on the big things.

9 So can we put that stuff to the side for a second
10 and just do the big stuff? That's what I need. Okay? And I
11 can't go to the house and do this stuff for you, and the robe
12 and just do it and drive her to her doctor's appointment and
13 write down all the medi -- I can't do it. I need somebody to
14 do it.

15 Yes, ma'am?

16 MS. SIMMONS: Can you tell us how we're supposed to
17 do that when she has all the information and will not answer
18 us.

19 MS. FRIEDMAN: And Terri.

20 THE COURT: Okay.

21 MS. SIMMONS: And --

22 MR. MICHAELSON: She's going to do it going forward.

23 THE COURT: Look, I've given -- I've given my order,
24 okay?

1 MS. SIMMONS: Okay.

2 THE COURT: Today is the line in the sand. Okay? I
3 make orders and the response is not going to be they already
4 know. Okay? I am not going to say send her -- send her an
5 email about what the weather is today. No. I'm not going to
6 do that.

7 There's a reason. Okay? There's a reason why these
8 things are important. I don't care about what happened in the
9 past. Okay? I'm asking you to look forward and do as I say
10 now.

11 I'm not saying what you're saying about her is
12 correct. Okay? I'm not buying into that. I don't care. Now
13 we need to move forward, okay? And we need to communicate a
14 little bit. You don't have to email how are you feeling
15 today, what do you want to eat. I don't care about that, it's
16 the business of Mom, okay? We do have to have communication
17 about that.

18 That being said, Counsel, Kimberly is asking for
19 financial support for being there 24/7. Mr. Michaelson said
20 it was \$500 a day; is that correct?

21 MR. MICHAELSON: That's what she requested, cor --

22 MS. K. JONES: Your Honor?

23 THE COURT: Yes.

24 MS. K. JONES: What I'm asking for is to be

1 appointed as temporary guardian and if need be, general
2 guardian. After you left the last court case, my sisters had
3 a 24 hour caregiving service at my mom's house with me there,
4 too, for 10 days. The cost was roughly \$8,000, which they're
5 asking come out of my mother's estate.

6 They know that I've been taking care of my mom for
7 five months and there was never a question about my ability to
8 do so. So with me being there, I -- I need some type of
9 compensation so that I can continue to pay these legal fees.
10 I don't have empty pockets like my sister -- or -- or Dick --
11 or Jerry or Dick who's sitting right in this courtroom, could
12 answer questions regarding his -- the sale of the home.

13 MS. FRIEDMAN: Yeah.

14 MS. K. JONES: So I don't have empty pockets. I'd
15 rather this just have gone through the power of attorney, gone
16 with the reports and the investigation that I've been dealing
17 with metro, gone with the invest -- with the Adult Protective
18 Services that have been on this case, which they just got into
19 this case a month and a half ago. But I'm happy that they're
20 here, if it's in a productive manner, because --

21 THE COURT: Well, hold on, stop. So I -- remember
22 what they said at the first hearing, they told me, we want
23 Kimberly to still take care of her, we know -- hold on. They
24 said it. And they looked at you and said Kimberly, are you

1 still will -- Mr. Michaelson -- or you said, are you still
2 willing to stay there. And they both looked at you so hopeful
3 and hanging to wait and here. They have never ever said that
4 you shouldn't be the person that takes care of your -- hold on
5 -- of your mother, okay? They have said that consistently.
6 Okay? Consistently.

7 They have never ever said anything other than that.
8 Their concern was, is that you weren't giving them information
9 and the stuff about when they went over not all of the
10 medication -- some of the medication, the medication's locked
11 in the trunk, they were going back to get, you know, bag by
12 bag of all this stuff. Hold on. Whether it's true or not,
13 okay, that was the only bad thing they said. Okay? That's
14 it.

15 Their concern and my concern, was suitability
16 because I am concerned, even though you took certain steps
17 that your attorney indicated, that maybe those steps weren't
18 sufficient and suitability is a question. And I said it out
19 loud, okay? I share that concern.

20 So they haven't said a lot of bad stuff about you.
21 They have also said you should get paid. Mr. Michaelson stood
22 up and said it. Okay? His concern is we don't know how much
23 money she has, how much money Mom has. Does she have five
24 bazillion dollars in the bank account and if she does, \$500

1 reasonable. Okay?

2 What's the nature of her medical condition? What's
3 the perspective, what's the prognosis? How much money does
4 she have? How much money is coming in? What happens with
5 this house? Those are their questions. Okay? And Mr.
6 Michaelson was saying once he sees the income picture, once he
7 has the accounts, once he sees what's coming in, then they can
8 make a decision about how much money you should be paid.
9 That's what they just said, but that is not what you just
10 heard. I think.

11 And I don't think you heard that from the first
12 hearing, that they want you to be there with your mom.

13 MR. LUSZECK: I think the question is in what
14 capacity, because they made it clear in their initial petition
15 that they're seeking general guardianship --

16 THE COURT: Sure.

17 MR. LUSZECK: -- and they made that clear in their
18 response, too.

19 THE COURT: Sure.

20 MR. LUSZECK: So I guess it depends in what capacity
21 they want her involvement.

22 THE COURT: So caretaker and guardian are not the
23 same thing, but we don't need to say that out loud, do we?

24 MR. LUSZECK: Well, no. But I just wanted to make

1 sure that that was understood by all, because you said
2 involved, and it wasn't clear as to what aspects they want her
3 involved. So I just wanted to make that clear.

4 So her position is, once again, that she believes
5 she should be the temporary and the permanent guardian,
6 period.

7 MS. SIMMONS: Okay. We --

8 MR. LUSZECK: That's what we put in our underlying
9 pleadings and that's what we've stated that the Court should
10 do is appoint her in that capacity. I don't know -- I think
11 it's disrespectful to laugh, and I don't know why this is
12 funny, but -- but that's what we're requesting here today,
13 Your Honor, and that's what she was reemphasizing, is that if
14 anybody should be appointed in that role, it should be her.

15 If there is a question on suitability, I suppose
16 this Court -- I mean, I don't know if this Court's ultimately
17 going to enter some type of evidentiary hearing or something
18 down the road, but there's a lot of unsubstantiated
19 allegations that we've refuted in our underlying pleadings,
20 and which I think I've done today as well.

21 MR. KEHOE: It's also interesting to note, Your
22 Honor, that just a few days ago they filed a notice of intent
23 to move June to Robyn's house.

24 MR. MICHAELSON: I could respond to that.

1 MR. KEHOE: So that does seem like an intent to take
2 June out of her home, put --
3 THE COURT: Well, it's not hers, but where she's
4 living.
5 MS. FRIEDMAN: Yeah, but can you say why?
6 MR. KEHOE: It --
7 MS. FRIEDMAN: Say why.
8 MR. MICHAELSON: It's an issue of communication
9 here.
10 MR. KEHOE: The intent is for her to live there for
11 the rest of her life, Judge.
12 THE COURT: I don't know that.
13 MR. KEHOE: It's been evidenced for 21 months, it's
14 everybody knows it. They pretend like they don't --
15 THE COURT: I don't.
16 MR. KEHOE: -- but it's been said since the
17 beginning of August.
18 MS. FRIEDMAN: We don't know that. He tried to
19 evict her.
20 MR. KEHOE: When the question was first asked. But
21 that's a concern, right? Moving June?
22 MS. FRIEDMAN: Yeah. It's a big one.
23 MR. MICHAELSON: So --
24 MR. KEHOE: So there is a -- a position by them that

1 they don't want Kimberly taking care of --

2 MS. FRIEDMAN: No, we do.

3 MR. MICHAELSON: No, that's not --

4 MR. KEHOE: -- of June.

5 MS. FRIEDMAN: And we want it in the Craft house.

6 MR. KEHOE: Well, that's their filing.

7 MR. MICHAELSON: There's no basis on that.

8 MS. FRIEDMAN: That doesn't match it.

9 MR. MICHAELSON: Here's what's happening. When --
10 number one, we have this hanging eviction proceeding which
11 they say well, we're not pursuing it right now, but we filed
12 it and the notices are running, but it's -- it's out there.
13 The other issue that I think they're having a hard time with
14 is that June designated her mother, this is about June, not
15 Jerry. June said if I become incapacitated, I want my
16 daughters to care for me.

17 He is saying we can't -- they're going to evict her
18 and we -- he won't go back to the house where she's at. At a
19 certain point -- and then if we're having communication issues
20 with whether Kimberly's going to give care or not, because
21 we're not sure. We're saying we can't afford that, we -- we
22 walk out of the room, we're have -- admittedly, we're having a
23 hard time firming that up. At a certain point, we have to
24 bring Mom to Robyn's house.

1 We don't want to do that. Mom doesn't want that.

2 MS. FRIEDMAN: But it's financial. We don't know
3 how much money she has.

4 MR. MICHAELSON: We can't afford out of our own
5 pockets to keep paying for 24 hour care because we can't get
6 Kimberly to firm up if she's going to be there.

7 She'll say she is, but then she's mad, she's got
8 payment issues, and I respect that. She has bills. So the
9 question is, we can't keep shelling out \$8,000 or whatever the
10 amount is, it's a huge amount. At some point we're like well,
11 if no one's going to for sure step up, we're going to have to
12 move her to our house, which has --

13 MS. FRIEDMAN: Which we don't want.

14 MR. MICHAELSON: -- (indiscernible). We don't want
15 that.

16 MS. FRIEDMAN: We want her at Craft.

17 MR. MICHAELSON: We're not trying to split them up
18 and they know that.

19 MR. KEHOE: And there's one person that's offered
20 that, Your Honor. Jerry is the only person in this room
21 that's offering to carry for June for free. He's never asked
22 for a penny and he's also offering to pay for any additional
23 care that June needs. For free. No expense to June.

24 MR. MICHAELSON: Yeah, it would --

1 MS. PARRA-SANDOVAL: June does not want Jerry to
2 take care of her. And she has said it multiple times.

3 MS. FRIEDMAN: But he only has Social Security. The
4 money comes from Dick who's holding her financially hostage.

5 MR. KEHOE: It -- there is no hostage, Your Honor.

6 MS. FRIEDMAN: Then give us -- then give us the
7 information.

8 THE COURT: Counsel.

9 MR. LUSZECK: To make it clear, she didn't say she
10 wanted her daughters to take care of her, she said --

11 MS. FRIEDMAN: No; daughter. Kim.

12 MR. LUSZECK: -- she wanted Kimberly to take care of
13 her.

14 MS. FRIEDMAN: Yes.

15 MR. LUSZECK: And that's what Kimberly's been
16 willing to do and what she has been doing. There hasn't been
17 any confusion over the last couple weeks about whether or not
18 she was going to fulfill that responsibility and it was
19 probably a waste of resources to -- to pay somebody \$4,000
20 over the last couple of weeks to do it.

21 MS. FRIEDMAN: We haven't. It was the first 10
22 days.

23 MR. LUSZECK: So I mean, that -- that's ridiculous
24 when this made it clear at the last hearing we're going to

1 maintain the status quo. . And then what do they do, status --

2 MS. FRIEDMAN: We got her \$500 bill a day.

3 MR. LUSZECK: -- instead of maintaining the status
4 quo, they --

5 MR. MICHAELSON: This --

6 MR. LUSZECK: -- go -- can you quit interrupting me,
7 please.

8 MS. FRIEDMAN: Yeah, sorry.

9 MR. LUSZECK: They go retain somebody and pay them
10 this astronomical amount of money to do it, and then when my
11 client says look, I can't do this for free either, they're
12 saying well whoa, we don't have the financials. How can we
13 commit to paying you \$500 a day when they've done that exact
14 same thing with a professional caregiver for the last 10 days?

15 MR. MICHAELSON: Out of our pocket. I mean, out of
16 our pocket.

17 MR. LUSZECK: Okay.

18 MR. KEHOE: Before you rule, Your Honor.

19 THE COURT: Yes.

20 MR. KEHOE: I would ask that you try to consider the
21 husband's involvement. I think -- I don't know -- I doubt at
22 this point you're willing, but I came in hoping maybe Jerry
23 could be guardian over the person and they could be guardian
24 over the estate. And that would keep jurisdiction with Your

1 Honor. It would keep June's attorney involved. It would
2 permit the investigator to investigate everything that you're
3 concerned about. It would permit them to file their A case if
4 they feel that that's necessary. I'm telling you it's not.
5 I'm telling you it could be resolved. But that might --

6 THE COURT: Look, for the benefit --

7 MR. KEHOE: -- be an opportunity.

8 THE COURT: -- of everyone and not for Counsel,
9 because Counsel certainly knows that. I -- just because
10 Counsel knows something and is telling me something, don't
11 mean pretty much diddly to me. You know that lawyers and
12 judges operate in papers, a document, in contracts, and so,
13 Counsel might state -- any of these attorneys may say
14 something to me, if it's not supported by the record or not
15 supported by documents, I want you to understand that it's --
16 it's not sufficient. And they know that.

17 Counsel continue.

18 MR. KEHOE: Okay. So we -- we would hope that you
19 would take into consideration June's interest in being with
20 her husband. Whatever Your Honor does. And -- and they
21 continue to say that that's their interest and yet, their
22 professional care plan that they submitted to Your Honor says
23 nothing about June and her husband being together, literally
24 nothing.

1 Their pleading that they filed yesterday says
2 literally nothing about June and her husband being together.
3 That is our primary concern. We would like to reunite this
4 couple. We think there's no reason to not have them united.
5 We think they should be allowed to live in the marital home
6 that they've lived in together for nine years.

7 If Your Honor wants somebody coming in daily to
8 check on June and make sure June's okay and everything else,
9 we have no problem with that. But they're a married couple
10 that should --

11 THE COURT: Counsel, so that I'm clear --

12 MR. KEHOE: -- be allowed to live privately.

13 THE COURT: Is your -- your client won't move back
14 into the house unless Kimberly is gone; is that right?

15 MR. KEHOE: There is enough friction there that it
16 doesn't make sense for either party.

17 THE COURT: Okay. Can I ask you does that mean even
18 if Kimberly lived somewhere else and came in to act as the
19 caretaker a couple of times a day, is -- does he have the same
20 --

21 MR. KEHOE: That would be okay, right? That would
22 be okay, Your Honor.

23 THE COURT: So and when I say come in, I mean, we --
24 we're at two different spectrums. One says 24/7 supervised

1 care.

2 MS. SIMMONS: That's what she needs.

3 THE COURT: Okay? And the other is at home husband
4 taking care. Okay? So we're at both end of the spectrums
5 here. And so when I say a couple of times a day, it might be
6 for 12 hours during the day. Is that okay? I mean, because
7 that could look like all kinds of different things.

8 MR. KEHOE: Yes. And we realize we're at that
9 point, Your Honor. I've told my client we're at that point.
10 There needs to be accommodation and -- and working with
11 whoever the Court appoints. Whether it's you or whether it's
12 anybody else, and I've explained to him that that needs to be
13 the case.

14 And yes, we are comfortable with that, Your Honor.
15 But they should be allowed to live there. And I could also
16 represent to Your Honor that Mr. Powell, this alleged evil
17 man, is willing to take care of the finances of any excess
18 care that is needed in the home. If private third party care
19 is necessary, he will pay for that. That's what's been going
20 on for nine years.

21 MR. MICHAELSON: The part that he's leaving out is
22 that they excluded Kimberly from the house and also, it's
23 June's own preference of what she wants. She wants to be
24 cared for by Kimberly, that's her preference. They seem to be

1 focused on Jerry's preference and what he wants.

2 Jerry, because of his health, had to move out of
3 that house or moved closer to his daughter.

4 MS. FRIEDMAN: Why didn't they provide care in the
5 house?

6 MR. MICHAELSON: They could have provided care in
7 that house so she could stay in her home. They brought June
8 with her, and then took her to that house, and then that's
9 where the exclusion took place.

10 MR. LUSZECK: Well, Your Honor, and if we're
11 concerned about what June wants, why don't we effectuate what
12 she wants, which is to have my client serve as the temporary
13 and permanent guardian and keep her in the Craft home? Why
14 don't we effectuate what she wants?

15 We're in front of this Court now, we're in
16 guardianship. This Court has jurisdiction and can keep a
17 tight leash on anything that the temporary or permanent
18 guardian does so if this Court has questions regarding this --
19 regarding suitability, we're in front of this Court. This
20 Court can enter orders. This Court can compel Kimberly to do
21 certain acts, to refrain from certain acts. So to me it -- it
22 only make -- let's effectuate the intent of June, which is
23 appointing her as the temporary and permanent guardian and
24 this Court has jurisdiction and can ensure that Kimberly does

1 anything and everything that this Court wants to do.

2 MS. SIMMONS: Your Honor, can I say one thing,
3 please? Our intent from the very beginning was with Kim, let
4 us get you guardianship, let's go to court, get guardianship,
5 they're walking all over your POA, we're not -- we can't help
6 you any more than you're doing, and we need help. Let's get
7 guardianship.

8 That's all this was about.

9 MS. FRIEDMAN: It still is.

10 MS. SIMMONS: Making sure she had guardianship so
11 people would quit walking all over my mom and her, taking her
12 money, everything else. We have no problem with that. She
13 just had to say she wants guardianship and stay with
14 guardianship, not go back to POA. She keeps trying to go back
15 --

16 MS. K. JONES: Your Honor, I never said anything on
17 guardianship.

18 MS. SIMMONS: -- to POA.

19 MS. K. JONES: I never said anything
20 (indiscernible).

21 MS. SIMMONS: When Mom -- and my mom keeps saying
22 guardianship, once Kim has guardianship. She could care less
23 about POA anymore. Mom wants Kim to have guardianship.

24 MS. FRIEDMAN: Our goal has always been to just be

1 able to get the information.

2 THE COURT: Okay. Anything else? Counsel?

3 MR. LUSZECK: I think she would like some -- she
4 would like to say something about --

5 THE COURT: Go ahead.

6 MS. K. JONES: Your Honor, I'd like to tell you of
7 course I wanted to go with the POA, okay? We are in
8 guardianship now. I've never said I would not be the
9 temporary guardian. I've never said I wouldn't be the
10 permanent guardian. And if that's what they're telling you
11 right now and what I'm telling you, I think that orders should
12 be made to do that so that we could --

13 THE COURT: But did you hear what they just said?
14 They said they agree with you.

15 MS. K. JONES: Right. That's what I said.

16 THE COURT: Okay.

17 MS. K. JONES: You're hear --

18 THE COURT: Counsel, is she willing to serve as
19 guardian, even though there may not be enough money to pay
20 her, zero?

21 MS. K. JONES: Yes.

22 THE COURT: Nothing, money. Zero.

23 MS. K. JONES: Yes.

24 MR. LUSZECK: Yes, Your Honor.

1 THE COURT: But she needs it, it's desperate. She
2 needs \$500 a day desperately right now, but she's willing to
3 serve without any compensation?

4 MS. K. JONES: No, that was said --

5 MR. LUSZECK: She would like to receive compensation
6 as a caregiver, correct. If that -- if this Court's not
7 willing to approve that --

8 THE COURT: No, not -- I don't even know how much
9 money --

10 MS. FRIEDMAN: The estate can't do it.

11 THE COURT: Stop talking everyone, please.

12 MR. LUSZECK: I understand. I understand what needs
13 to happen is some financial analysis needs to be done and some
14 application needs to be made to this Court.

15 THE COURT: What I'm un -- my question is, if in 90
16 days we determine that there is zero money --

17 MR. LUSZECK: Uh-huh.

18 THE COURT: -- that there's zero to pay her --

19 MR. LUSZECK: Okay.

20 THE COURT: -- is she still going to be willing to
21 serve as guardian?

22 MS. K. JONES: Yes.

23 THE COURT: Anything else?

24 MR. KEHOE: Now or after, Your Honor, just so we

1 remember, we would like access to medical records. They re --
2 have refused to give us the -- the physician certificate or
3 any other --

4 THE COURT: Counsel --

5 MR. KEHOE: -- medical document.

6 THE COURT: -- I'll give you the physician
7 certificate right now.

8 MR. KEHOE: Okay. That would be appreciated.

9 MR. MICHAELSON: That -- the issue of that is just
10 that since he's not POA or guardian it's a HIPAA issue, but we
11 said we are happy to do that with an order and they didn't do
12 it in the last year, so --

13 THE COURT: Counsel, I'm happy to -- I'm happy to
14 issue an order today allowing to have you as an interested
15 party and those interested parties that have filed in this
16 case a copy of the physician certificate. Certainly, that
17 physician certificate is confidential, you can have it in your
18 office.

19 MR. KEHOE: Yes.

20 THE COURT: I don't want to see it on Facebook or a
21 billboard.

22 MR. KEHOE: Fair enough.

23 THE COURT: Okay? And we're not going to hand it
24 out just to people that have not filed in this litigation.

1 It's for you -- your client to review with your assistance and
2 that's it.

3 MR. KEHOE: And again, relatedly, additional medical
4 records and information. I think Your Honor focused on them -
5 -

6 THE COURT: That's another issue --

7 MR. KEHOE: -- exchanging information.

8 THE COURT: -- and I'm get -- I'm getting to it, so.

9 MR. KEHOE: Okay.

10 THE COURT: Counsel, anything else about today?

11 MS. PARRA-SANDOVAL: So Your Honor, I would like to
12 just restate that June's opinions and preferences should be
13 respected and honored and she has made her choice made, and if
14 you are ruling for a temporary or general guardian, she wants
15 Kimberly to be her guardian.

16 THE COURT: All right. Anything else?

17 MS. PARRA-SANDOVAL: And she wants to remain in the
18 Craft home.

19 THE COURT: Okay. Anything else?

20 MR. MICHAELSON: Just that our -- at -- that Mr.
21 Kehoe's clients are also under this information order as well,
22 that they -- they are in possession, we believe, of a lot of
23 the financial and bill information, that kind of thing. I
24 think you covered that, but I just want to make it clear. And

1 -- and yeah, I think that's -- I think our -- if Kim is
2 willing to act as guardian, then they're willing to pay for
3 the A case that the attorneys will handle that to resolve the
4 house issue.

5 THE COURT: If that what you guys want to do?

6 MS. FRIEDMAN: We're totally willing to do that and
7 have been willing to do that from the very beginning. We just
8 wanted our mom protected by a guardian.

9 MR. MICHAELSON: And we know that we can rely on the
10 investigators and forensic experts as well. I -- to me it
11 looks -- it would -- could look like a tandem thing where they
12 do their investigation. We share -- as long as continue to
13 have access to information also as an interested party, we get
14 that information --

15 MS. FRIEDMAN: That's it.

16 MR. MICHAELSON: -- they can help with that to --

17 THE COURT: All right. This is what I'm going to
18 do. I've reviewed all of the pleadings, all the arguments
19 today. I am going to do two things. First, set a date for 90
20 days for return from both investigations. On that day --
21 Counsel will certainly have access to those reports before
22 that day, sometimes it's just the day before though.

23 I am going to set another hearing for 120 days,
24 okay, but I want to see you on that 90 day return date to talk

1 about the results in that investigation. Okay? So that all
2 the attorneys are in the same room together. And then I'm
3 going to put a date on the calendar for 120 days for an
4 evidentiary hearing.

5 Today, I am going to appoint Kimberly as guardian,
6 not temporary guardian, guardian.

7 MS. K. JONES: Thank you.

8 THE COURT: I'm going to come back in 90 days. At
9 that point in time, SB20 I believe allows me sua sponte based
10 on the results of those investigations to make any decision on
11 that 90 day date, lacking a petition. So I could remove her
12 on that day, I could appoint somebody else, I could appoint
13 additional guardians on that day, okay? And depending on
14 what's in that investigation, be ready for it. Okay?

15 Or it may be nothing happens on that day about the
16 guardian. But I would like you to be here, I would like
17 Kimberly to be here on that day, okay, and Counsel to be there
18 on that day.

19 I am really concerned about those things. I think
20 that I still want you two to have access to information, okay,
21 and I still want you to be involved in the litigation. I want
22 -- right now I can't order because I don't have those things
23 that come with a regular guardianship, right, the inventory,
24 all of those documents and those financials, I don't have. So

1 I don't know if we can pay Kimberly right now, right? Counsel
2 doesn't know. We -- Kimberly doesn't know. We've got to wait
3 and see all these documents, all right? And get a better idea
4 when that inventory is filed by Kimberly in the next 60 days
5 to make a determination.

6 I don't know if it's going to be a summary, I don't
7 know what's going on. Probably not because you've got a
8 potential litigation about another asset, so summary might not
9 be appropriate at that time. Okay?

10 Now, I am concerned about a few things that I see
11 might come up in the next 90 days. Okay? First is Husband's
12 visitation and access to information, okay?

13 I know that he's concerned with Kimberly, okay? And
14 that Kimberly has been -- there's been two eviction actions
15 filed against her, that Mom doesn't own the house, Kimberly
16 doesn't own the house, those concerns concern me. I find this
17 housing situation to be unstable, okay, for Mom. Okay?

18 And so, I want you, Kimberly, to be proactive about
19 that housing issue. Okay? And make some determinations. I
20 want for June's husband, June has been very specific that she
21 doesn't want him to be the -- the caretaker, but he needs to
22 have access to her, an ability to visit with her, and let's
23 talk about how that's appropriate.

24 Counsel, you said before that he didn't have

1 problems coming to the house if Kimberly was just there or --
2 or is that visitation in the next 90 days something you think
3 they can work out or does he have some real strong feelings
4 about it?

5 MR. KEHOE: He has real strong feelings, Your Honor.

6 THE COURT: Okay.

7 MR. KEHOE: Because he's living a half hour across
8 town.

9 THE COURT: Next to his daughter?

10 MR. KEHOE: Correct. And with the -- it's -- it's
11 difficult --

12 THE COURT: Sure.

13 MR. KEHOE: -- to drive an hour each direction to
14 visit --

15 THE COURT: Okay.

16 MR. KEHOE: -- his hou -- his wife.

17 THE COURT: Okay.

18 MR. KEHOE: And so that is a concern. That's why we
19 would like to reunite them.

20 THE COURT: Okay.

21 MR. MICHAELSON: She -- could you ask, Your Honor,
22 if you mind, Ms. Parra-Sandoval, whether June would want to go
23 there. Because remember the status quo Mr. Kehoe argued about
24 is the Craft house.

1 MS. PARRA-SANDOVAL: So Your Honor --

2 MR. MICHAELSON: It's his decision to move.

3 MS. PARRA-SANDOVAL: -- my client does -- doesn't
4 necessarily want to be taken back to the home where Mr.
5 Yeoman's children live.

6 MR. KEHOE: We haven't proposed that, just to be
7 clear.

8 THE COURT: They didn't.

9 MS. PARRA-SANDOVAL: Okay. So I know Richard and --
10 Powell, you know, she respects them, but she just doesn't want
11 to be there all day long either.

12 THE COURT: Okay.

13 MS. PARRA-SANDOVAL: So if there's any other way
14 where they can, you know, go out to lunch or even have --

15 THE COURT: That was going to be my next question.
16 So is -- are they both capable, is that a reasonable
17 expectation that they could go to lunch or movies or church or
18 I don't know what the -- activities they enjoy doing together,
19 does that make more sense because of the drive time, Counsel?
20 Or --

21 MR. KEHOE: Well, it's an option, but I can tell
22 you, Your Honor --

23 THE COURT: Okay.

24 MR. KEHOE: -- there is frustration from my client -

1 -

2 THE COURT: Okay.

3 MR. KEHOE: -- that for -- that all of a sudden he
4 is being told he can't live with his wife of nine years. He's
5 -- he's getting -- he's literally getting tired of court,
6 physically tired of court and the contention and the legal --

7 THE COURT: Sure.

8 MR. KEHOE: -- and -- and the travel just to see his
9 wife.

10 THE COURT: And just to be clear, my order and --
11 was not that he move out of the house. He's certainly welcome
12 to live there and nobody has suggested that he move out of the
13 house. He -- he did that on his own because he doesn't want
14 to be around Kimberly, right? Okay.

15 MR. KEHOE: Fair enough.

16 THE COURT: Is that a fair description of --

17 MR. KEHOE: That's -- that's --

18 THE COURT: -- kind of what's going on?

19 MR. KEHOE: Fair. But I'm sure you can imagine if
20 you were living with your spouse --

21 THE COURT: Look, I don't know.

22 MR. KEHOE: -- and somebody forced somebody else to
23 live in the home with you --

24 THE COURT: I can barely live with my husband,

1 Counsel, so I -- I understand.

2 MR. KEHOE: Well, then you would understand even
3 more, correct?

4 THE COURT: Yeah. So listen, I -- I want there to
5 be visitation, okay? I want that visitation to be comfortable
6 for both June and for him, okay? Sometimes that means, you
7 know, if -- if they're sick or they're not up to -- to
8 visiting, that's okay too, okay? I don't want somebody
9 showing up at 3:00 in the morning banging on the door, it's
10 time for my visit, okay? That's not really reasonable, right?
11 That's not a good expectation for Kimberly that she get up and
12 facil -- or that June get up and facilitate this. So
13 reasonable hours I think make sense.

14 I don't want to put a -- you know, if they want to
15 sit there and watch three movies together, I'm not going to
16 say that's too long either. And he's welcome to be there all
17 the time, just can't show up at 3:00 a.m. and I think that's
18 reasonable. Kimberly?

19 MS. K. JONES: Your Honor, I have to tell you that
20 just as recently as yesterday --

21 THE COURT: Uh-huh.

22 MS. K. JONES: -- my mom was asking Mr. Yeoman when
23 are you going to come over, and he told her the Court says I
24 cannot come over to your house.

1 MS. FRIEDMAN: Kim called me in tears about that.

2 THE COURT: Okay. Okay. Okay, so hold on. That's
3 -- that's not my order. All right?

4 MS. K. JONES: Right.

5 THE COURT: It's not -- hold on. It's not going to
6 be my order, okay, today. That's not an option, that's not
7 going to happen.

8 MS. FRIEDMAN: But he can't tell her that.

9 THE COURT: All right? So -- hold on. So there you
10 go. Okay. So everybody's heard it. I'm going to ask Ms.
11 Parra-Sandoval to talk to her about that, okay? I --

12 MS. K. JONES: (Indiscernible) supervised.

13 MS. FRIEDMAN: He's lying to her is what's
14 happening.

15 MS. K. JONES: He's manipulating and lying to my
16 mom.

17 THE COURT: Okay. So hold on, hold on. Look, Court
18 is confusing, all right? I was a lawyer once. I walked out
19 with all my clients who sent -- heard the judge sentence them
20 and they didn't -- they came out, they didn't understand one
21 thing that happened, okay? So that's normal. So listen --

22 MS. K. JONES: But when he says he can't come for
23 her, it breaks her heart.

24 THE COURT: Okay.

1 MS. K. JONES: When he says he can't come for her
2 because the Court says it.

3 THE COURT: So listen, listen, listen. I'm going to
4 ask Ms. Parra-Sandoval to speak with her about my orders
5 today, okay? Ms. Parra-Sandoval has argued about visitation
6 on this case and many, many more in front of me. She can
7 predict, probably with great accuracy, what I'm going to do in
8 this case and in many other cases, because she's here all the
9 time. Okay? And she'll tell you that I'm not going to
10 restrict visitation unless I got a real good reason. Okay?

11 I want them to have time together. I don't care if
12 they're doing something. I don't care if they're staring at
13 each other. I don't care if they're staring at the wall. I
14 don't care. Okay?

15 So I don't want to restrict it. I gave you the
16 restrictions I think are appropriate. Don't knock on the door
17 at 3:00 a.m., okay? I'm not -- I just told you I'm not going
18 to restrict the time. If you want to watch three movies
19 together, if you want to be there all day, if you want to move
20 back in tomorrow, all -- I'm not restricting, okay? I want it
21 to be open. These are things we need to think about.

22 I know Counsel's not here to -- you know, talking to
23 his client about well, what about this schedule. He can't
24 make a schedule, all right? I think that we can work it out.

1 I want to hear more about it in 90 days. Okay?

2 MR. KEHOE: Thank you.

3 THE COURT: And I think that the more that the
4 lawyers talk about it and think about it, we may be able to --
5 they may be able to develop a answer. Counsel?

6 MR. MICHAELSON: Your Honor, we have a question
7 about is she going to be -- if they say well, the visitation
8 needs to be at Dick's place, which is not the status quo --

9 MS. FRIEDMAN: She told her attorney she doesn't
10 want that.

11 MR. MICHAELSON: -- it's where they (indiscernible).

12 THE COURT: Well, she already said no. Okay?

13 MS. FRIEDMAN: Yeah. Yeah.

14 THE COURT: And some of this has to -- look, if
15 those two want to go to eat lunch tomorrow --

16 MS. FRIEDMAN: Great. Wherever.

17 THE COURT: Okay. But if she has a doctors
18 appointment at 11:30, well, then we can't do that, okay?

19 MS. FRIEDMAN: Yeah.

20 MR. KEHOE: Right.

21 THE COURT: And if you want to meet at 1:00, I've
22 been in the doctors office before. I know you might have to
23 sit there three hours, okay? So there's going to be things in
24 life, like I said, somebody might get sick and we have to

1 cancel lunch. We're going to have to work those things out.

2 Okay?

3 So I think we're -- it -- that's okay. I know there
4 may not -- June's not going to be able to drive herself over
5 there.

6 MS. SIMMONS: No, and Kim's been helping one-way.

7 THE COURT: Sure.

8 MS. SIMMONS: So I mean, we -- we've done everything
9 we -- we can.

10 THE COURT: Okay. And we're going to work together
11 in the next 90 days to make it happen. Okay? And if, you
12 know, I -- I just expect us to work together. I can't say oh,
13 every Tuesday he can come over between 1:00 and 4:00 because
14 that's not going to work. I'm setting you up for failure,
15 right?

16 MS. PARRA-SANDOVAL: And just to be clear, these are
17 not supervised visits.

18 THE COURT: No.

19 MS. PARRA-SANDOVAL: These are just family --

20 THE COURT: Visits.

21 MS. PARRA-SANDOVAL: -- being together.

22 THE COURT: Yeah.

23 MS. SIMMONS: Right.

24 THE COURT: I'm not going to say that Kimberly has

1 to leave the house when he's there.

2 MR. KEHOE: No, I -- that's fair.

3 THE COURT: Or that, you know, if -- you know,
4 Kimberly has to come in and make sure she takes her medication
5 if she has to take her medication at noon. I mean, there's
6 going to be in and out, but Kimberly is not going to stand
7 there and sit and stare at them, okay? But I'm also not going
8 to say that she has to leave the house, okay?

9 MR. KEHOE: But nor does she have to be there, if
10 it's worked out that way.

11 THE COURT: Well, if -- you know, sometimes it's a
12 great respite for caregivers, right? If, okay, you're going
13 to be here for two hours, well, then I'm going to run, pickup
14 CVS pharmacy and go to the grocery store, and I'll be back at
15 2:00, that's great, too. Okay?

16 MR. KEHOE: Exactly.

17 THE COURT: Because that's usually how it works out,
18 right? In realtime. Anything else about that that you have
19 questions about? Okay.

20 And same with phone calls. If he wants to call and
21 talk to her or Facetime, if there's some assistance that we
22 could offer to help that, that would be helpful. I don't want
23 to restrict that, other than don't call at 3:00 in the
24 morning.

1 MS. SIMMONS: And could we not have them -- Jerry,
2 bickering with Kim and throwing her out of the house and --
3 MS. FRIEDMAN: Three days, four days --
4 THE COURT: Hold on. Hold on.
5 MS. SIMMONS: -- chaos like that?
6 THE COURT: Hold on. Here's the thing. Because she
7 doesn't own the house, I cannot -- hold on -- restrict his
8 ability to evict anyone from that house right now. And my
9 order should not be construed that way. Okay? That is why I
10 describe the housing situation as unstable. Okay?
11 MS. SIMMONS: I'm not talking about that, Your
12 Honor. I'm talking about just during the visitation, Kim came
13 to pick her up --
14 MS. FRIEDMAN: Four or five days ago, last Sunday.
15 MS. SIMMONS: Yeah, and --
16 MS. FRIEDMAN: And Jerry yelled at her --
17 MS. SIMMONS: -- Jerry yelled at her, get out.
18 MS. FRIEDMAN: And Kim had to like get my mom in the
19 car as fast as possible.
20 MS. SIMMONS: And this brutal argument in front of
21 my mom.
22 MS. FRIEDMAN: Can you tell him not to do that?
23 THE COURT: Okay. So here's the thing. I can't
24 issue an order saying don't -- I did -- I did for you three,

1 okay? Because I feel like I can handle that one, okay? The
2 rest I can't handle. Okay? Let me tell you this.

3 If Kimberly is the one doing the driving, she's
4 scheduling the visitation and she's helping facilitate the
5 visitation, if you want to see June, I know who better be
6 getting the kissing up to is Kimberly, all right? There's a
7 reason why we give our children's teachers presents --

8 MS. SIMMONS: Right.

9 THE COURT: -- and Starbuck's cards, right? And
10 Christmas gifts. It ain't because we like them so much,
11 trying to butter them up, aren't we? Right?

12 If you yell at her and scream at her and call her
13 everything but Kimberly, you think you're going to be her top
14 priority? No. Okay. And she shouldn't be yelled at and
15 screamed at, she's taking care of June. She should be treated
16 with respect and everybody should be thankful that she's the
17 one taking care of the everyday emergency. Okay? And
18 everyday it is emergency. I know that. Okay? And it's a
19 lot.

20 And it's emotionally and physically and mentally
21 draining. It's a lot. And so we should do what we can to
22 support her, right?

23 UNIDENTIFIED VOICE: Correct.

24 THE COURT: Okay. So when we yell at Kimberly, that

1 might be a mistake.

2 MR. KEHOE: And I think cutting out the middleman
3 might help, too.

4 THE COURT: Sure.

5 MR. KEHOE: That we don't have three factions and
6 now we only have two.

7 THE COURT: All right. Anything else? So I'm going
8 to see you in 90 days.

9 MR. KEHOE: Medical records, Your Honor.

10 MS. FRIEDMAN: Wait, A case.

11 THE COURT: Oh, medical.

12 MR. KEHOE: I guess everybody has a last --

13 MR. MICHAELSON: Our clients would like to ask if
14 Your Honor would entertain a order or direction to the
15 guardian to pursue this matter in the A case, especially if
16 they're willing to -- to pay the attorney fees on that.

17 MS. FRIEDMAN: We're already working on that case
18 now.

19 THE COURT: Hold on. I've already said that I
20 believe that the housing situation is unstable. If the
21 guardian makes a determination after review of the inventory
22 and any documents that she needs to review, she makes a
23 determination with counsel or on her own that they need to
24 pursue litigation, she could certainly ask me and file that

1 petition. It is likely if she requests an order shortening
2 time, that I would sign an order shortening time and here we
3 would be. This is not a surprise to any Counsel in this room
4 that she might want to pursue such litigation, okay? But I
5 can't just issue that order.

6 This is an issue that's going to come up, as
7 guardian she has to wait and get all the documents, do her due
8 diligence, and she'll make that determination. Okay?

9 MR. MICHAELSON: And my clients will -- they're just
10 saying they're willing to pay for that.

11 THE COURT: And Counsel heard that?

12 MR. MICHAELSON: Yeah.

13 MR. LUSZECK: Yeah. I heard that. Last thing, the
14 notice of intent to move within 10 days, I guess that's a moot
15 point now, given this Court's order.

16 THE COURT: I -- I'm not sure that it's moot.

17 MR. LUSZECK: Okay.

18 THE COURT: It's moot in that they were temporary,
19 they're no longer serving as guardian.

20 MR. LUSZECK: Yes.

21 THE COURT: I have described the housing as
22 unstable. I would consider another -- if -- if she gets
23 evicted or they start the eviction --

24 MR. LUSZECK: Uh-huh.

1 THE COURT: -- process tomorrow, what are we going
2 to do?

3 MR. LUSZECK: Gotcha.

4 THE COURT: All right? That could happen. It is
5 actually likely to happen if you've been reading the
6 pleadings. Okay? So she can file that petition. I don't
7 want to rule on it --

8 MR. LUSZECK: Gotcha.

9 THE COURT: -- before she makes that decision. She
10 may have to file that petition.

11 MR. LUSZECK: Okay.

12 THE COURT: Okay? Or a similar one, okay? I don't
13 think she can cut and paste there to relocate. Okay?

14 Medical records, all right. So we've addressed
15 visitation, your client would like to review her current
16 medical records or be apprised of like current doctors
17 appointments? Is that what you're talking about?

18 MR. KEHOE: I think all of that, but also as far as
19 the home and the investigation of the home, their pleading
20 alleges that there's medical records from 2016 and '17 saying
21 she was incompetent then. We have no idea what they're
22 talking about.

23 THE COURT: Okay. So hold on --

24 MR. KEHOE: And I presume they're going to say they

1 can't show them to us.

2 THE COURT: Okay. So the investigation will reveal
3 those documents. The investigation report will have those
4 documents attached. Those documents and investigator's report
5 will be given to all interested parties that have filed in
6 this case. Okay? Not just documents they have, but universe
7 of medical records. Okay? So that I want everybody looking
8 at the same documents. I want those obtained by the
9 investigator. I don't want them obtained by a party just to
10 give me some. I want the universe. Okay?

11 Now, as to I -- and I'm sorry, because I thought you
12 were talking about her current medical situation. So I would
13 like an -- unless anybody objects, my order is going to be
14 that he be given information, okay, about his wife's medical
15 care, okay? And her current situation. So if she gets sick
16 tomorrow, and she has to go to an emergency room, I expect him
17 to be notified. Not on the car ride there, oh man, we're
18 going to the emergency -- no. Get there, get her settled, and
19 then you need to make a phone call. Okay?

20 When you call your sisters or whoever you're
21 calling, you've got to call him too. Okay? He can come and
22 visit her at the hospital. All right? Or any other level of
23 care.

24 If she has a doctors appointment, I want him to know

1 about it. Okay? Access to information will be shared with
2 him. Okay?

3 So if there's something that changes, she gets
4 pneumonia tomorrow, he should know. Okay? We don't want for
5 her to be sick or her condition to worsen and him not have the
6 opportunity to know that information and spend some additional
7 time with her if he needs to, to make those decisions.

8 Anything else?

9 MR. MICHAELSON: Your Honor, would it -- we think it
10 would be relevant to have some information about his -- his
11 care as well. I mean just because either alleging he's the
12 caregiver for at least some of the time depending on how this
13 -- or that he's with her, and like, for example, this past
14 week, I was not aware that he was gone the entire week. I've
15 been wondering are they going to visit or whatever. I found
16 out at the end of the week that he was -- he'd been gone to
17 Arizona and that's, you know, part of the issue.

18 MS. FRIEDMAN: Like my mom's asking.

19 MR. MICHAELSON: He has to go, so it's like if he's
20 going to be providing part-time care, you know, we would
21 expect that there would be a corresponding good faith
22 communication of hey, this is where Jerry is and this is
23 what's going on there, because he may be with her, you know.

24 THE COURT: Counsel? Well, I think that that's two

1 issues. So let's take the easy one. So if he's going to be
2 in Arizona at Mayo for two weeks in November, is that
3 something we should tell Kimberly so she knows during those
4 two weeks we don't need to schedule visitation?

5 MR. KEHOE: Totally fair.

6 THE COURT: That -- I think that's just --

7 MR. KEHOE: They were told, Your Honor.

8 THE COURT: Okay. Well, no, no, no, I'm just --
9 this is part of the order for the future. So he's --

10 MR. KEHOE: Before the --

11 THE COURT: Hold on. Hold on. He's scheduling,
12 right, and if he's sick, he's got pneumonia, he's -- he's out
13 for two or three weeks or his allergies are bad and he can't
14 be out in this wind, that kind of just common I guess exchange
15 of information is appropriate with Kimberly.

16 MR. KEHOE: Fair enough.

17 THE COURT: Now what about -- because I think --
18 then the next issue is his medical condition, does it allow --
19 to the exchange of those records appropriate because he may be
20 serving as caregiver for certain points in time when he visits
21 her and Kimberly can leave the house.

22 MR. KEHOE: I don't think they're entitled to his
23 medical records, no. I can't imagine how that --

24 THE COURT: Is the guardian entitled?

1 MR. KEHOE: -- how that's appropriate.
2 MS. SIMMONS: Yeah, not us.
3 THE COURT: No, hold on. Is the guardian entitled
4 to that?
5 MR. KEHOE: I'm not --
6 THE COURT: Not them.
7 MS. SIMMONS: Yeah.
8 MR. KEHOE: -- sure how that would be necessary or
9 appropriate either.
10 THE COURT: Is that ironic, given my last -- just
11 last order?
12 MR. KEHOE: Well, I -- I understand --
13 THE COURT: How he's entitled to hers, but she's not
14 entitled to his?
15 MR. KEHOE: I -- I understood you to say that we're
16 not entitled to the medical records, we're entitled to
17 information. A couple of sentences and a phone call telling
18 us what's going on. And that I totally agree with. That I
19 have no problem -- you're right, that if he's going to be out
20 of town, if he's not going to be visiting, if something else --
21 -- I think that's totally fair.
22 THE COURT: I kind of meant it a little --
23 MR. KEHOE: I think that's totally appropriate.
24 THE COURT: -- bit more expanded than that.

1 Information as opposed to decision making.

2 MR. KEHOE: Okay.

3 THE COURT: Like we have a doctors appointment, the
4 diagnosis was X, the prescription was X, you know, that kind
5 of information and certain --

6 MR. KEHOE: Well, that --

7 THE COURT: -- and certainly if he wants to --

8 MR. KEHOE: -- that's appreciated.

9 THE COURT: -- re -- look at the medical record of
10 that because he doesn't believe it or something, well, I guess
11 we could talk about that, I'm not sure it's necessary, but I
12 guess their concern is his capacity to be able to care for her
13 during an hour or two so that Kimberly has, armed with the
14 information she needs, to know whether or not it's appropriate
15 for her to leave Mom with him for an hour or two. Because
16 maybe it's not, but that -- for a month or two because he's
17 convalescing from something and getting better and stronger
18 and then suddenly, he -- he is able to do that.

19 You know, because if something were to happen,
20 either one of them to fall or something else to happen or be
21 sick or have a situation, Kimberly needs to know the status of
22 the two people she's leaving together so she can make an
23 informed decision about safety, right?

24 MR. KEHOE: And I think she'll see him. She'll be

1 interacting with him. Right? If he's staying with her --

2 THE COURT: Kimberly, are you a doctor?

3 MS. K. JONES: No.

4 THE COURT: No. So that's what I'm worried about.

5 MR. LUSZECK: I think the concern is, is that yeah,
6 if he's -- if he's undergoing two weeks of intensive treatment
7 at the Mayo Clinic, ends on a Friday, and he wants to spend
8 five hours with June on Saturday, you know, Kim may not want
9 to leave, you know, the house for five hours when he's there
10 if -- if it's, you know, impacted his -- his health in any
11 way.

12 And I don't think she needs to know the specifics,
13 but it's just this general what -- what's going on and -- and
14 does he have the capacity, the ability to be there for a --

15 MR. KEHOE: And we totally agree with that, Your
16 Honor. We have no problem with that and I think it's an issue
17 that can be resolved between Jerry and Kimberly. If -- if
18 Kimberly's concerned, she's allowed to prevent him from seeing
19 her. I mean, if it comes to that. But that's not the
20 intention and --

21 THE COURT: Well, if she's going to restrict, she
22 has to file a petition. Counsel?

23 MR. MICHAELSON: Yeah, I think what we're --

24 THE COURT: So 30 days later then I'll deal with it.

1 MR. MICHAELSON: Yeah, I mean, we're here, we're --
2 you're ordering disclosure to them of cognitive evaluations of
3 June and -- and other medical records so they can evaluate
4 their case, and there are -- there have been concerns
5 expressed. I don't have the information in my hands, but
6 there are concerns of things like passing out while driving.

7 There are serious safety concerns that this needs to
8 go two -- he's a man without a POA for his wife and his wife
9 is a woman without a POA for her husband. And yet we're --
10 it's relevant in this case, it -- Mr. Kehoe talks about status
11 quo. But the status quo has changed and it doesn't have
12 anything to do with us. It's health and nature in the course
13 of what's happening, a lot of things have changed. And so it
14 is relevant that we have some corresponding information.

15 I'm not sure why that would be objectionable; they
16 get all her information, but we can't understand, you know,
17 can he drive, does -- is he a risk of fall, you know, if so,
18 we may need to know that, so.

19 MR. LUSZECK: And I think it's a huge safety issue
20 for June, which is of course, the center of everything, which
21 we -- we need to -- I mean, it's not that we're trying to be
22 nosy or probing, it's what can happen, what can't happen.

23 THE COURT: Well look, here's the bottom line. I'm
24 sure as heck going to hold Kimberly accountable if Kimberly

1 goes to the CVS and grocery store shopping for two hours and
2 leaves those two together and something happens, right?

3 MR. LUSZECK: Absolutely.

4 THE COURT: I'm not going to be a happy camper. But
5 then I'm letting Kimberly just operate in the dark, because
6 she doesn't know his medical condition and whether or not she
7 can make that decision. So if we're not willing to give the
8 medical documents, then it is Kimberly must be present at the
9 home the entire time.

10 MR. KEHOE: If that's the order.

11 THE COURT: Or another designated caregiver. That's
12 the order. And the only visitations can happen at the home.

13 MS. FRIEDMAN: I'm sorry. He won't give my mom his
14 medical records and he'd rather have restricted supervisi --
15 visits with her instead of just letting her care provider see
16 his medical?

17 THE COURT: That's --

18 MS. FRIEDMAN: It's going to -- my mom's going to be
19 so sad.

20 THE COURT: That's my order. Okay. Anything else?
21 Counsel?

22 MR. MICHAELSON: We had a couple thoughts and
23 request here where we were in later this year over Christmas
24 time. I know Donna in the past has had her mom over in

1 California with her for a week at a time.

2 THE COURT: What does 90 days put us at?

3 THE CLERK: Middle of December.

4 THE COURT: Okay. Go ahead.

5 MS. FRIEDMAN: No, January.

6 MR. MICHAELSON: So --

7 THE CLERK: I'm sorry, January.

8 THE COURT: Oh, okay.

9 MS. SIMMONS: The -- our family we're doing Hawaii.

10 MR. MICHAELSON: They're going to Hawaii, so it's --

11 we just want to put it out there that there may be -- that

12 seems like a wholesome good thing that there may be a petition

13 or request to --

14 MS. K. JONES: My mom wants to go to Hawaii with

15 them. She's looking forward to it.

16 THE COURT: Okay.

17 MS. SIMMONS: And we haven't gotten the total dates

18 yet, because we're trying to wait for all this, but it --

19 THE COURT: Counsel, I don't --

20 MS. SIMMONS: -- just so everybody knows.

21 THE COURT: -- I don't need a -- I don't need a

22 separate petition to go on vacation.

23 MR. MICHAELSON: Okay.

24 MR. LUSZECK: No, I think that's --

1 MR. MICHAELSON: We'll work that out, okay.
2 THE COURT: Okay.
3 MR. LUSZECK: Hopefully, they can work it out and
4 (indiscernible) as well.
5 MR. KEHOE: So is that true for the husband, too,
6 then?
7 THE COURT: For him to go on vacation to Hawaii?
8 MS. SIMMONS: Oh.
9 MR. KEHOE: With her?
10 MS. SIMMONS: Oh, no.
11 MR. KEHOE: Well, see?
12 MR. MICHAELSON: She's saying she doesn't want to
13 stay --
14 MR. KEHOE: Why is there a difference?
15 THE COURT: Is he invited?
16 MS. SIMMONS: Well, we've --
17 MR. KEHOE: I'm not even saying with them.
18 MS. FRIEDMAN: Okay. Okay.
19 MR. KEHOE: I'm saying --
20 THE COURT: Can he go to Hawaii on his own?
21 MR. KEHOE: -- is he allowed to invite his wife on
22 vacation?
23 THE COURT: Oh.
24 MR. KEHOE: And take her out of state if that's what

1 they're permitted to do.

2 THE COURT: Okay. Well, hold on. Hold on.

3 MS. SIMMONS: My kids and nobody in California has
4 seen her.

5 THE COURT: Hold on. He can file that petition.

6 MR. KEHOE: But they don't have to file a petition,
7 but we do?

8 THE COURT: She just said it's no problem, she wants
9 to go. That's what the guardian said.

10 MR. KEHOE: Okay.

11 THE COURT: So if you --

12 MR. KEHOE: So if the guardian approves it, then
13 that's okay?

14 THE COURT: With him?

15 MR. KEHOE: Yeah.

16 THE COURT: You can --

17 MR. LUSZECK: Well --

18 MS. FRIEDMAN: Well, my mom should have to approve
19 it.

20 MR. LUSZECK: And counsel for protected person.

21 MR. KEHOE: That's fair, too.

22 MS. FRIEDMAN: My mom should have to say she wants
23 to go.

24 MR. KEHOE: That's fair.

1 MR. LUSZECK: Right.

2 MS. PARRA-SANDOVAL: Can we have Kimberly take the
3 oath today?

4 THE COURT: Yep. Anything else?

5 MS. PARRA-SANDOVAL: No.

6 THE COURT: Kimberly, will you stand, raise your
7 right hand to be sworn? Counsel, you'll get me an order?

8 MR. LUSZECK: Yes.

9 THE CLERK: Do you solemnly affirm that you will
10 well and faithfully perform the duties of guardian according
11 to law, that you will file all reports at least annually and
12 when ordered by the Court, that any matter stated in any
13 petition, document or court proceeding are true of your own
14 knowledge, if any matters are stated on information or belief
15 that you believe them to be true, and you will follow the
16 protected person's bill of rights to the greatest extent
17 possible?

18 MS. K. JONES: I do.

19 THE COURT: Counsel, you'll get me the orders?
20 Counsel?

21 MR. MICHAELSON: Just one thought on that. Part of
22 the issue there is without sharing his medical information, I
23 think that's -- I know we're getting it's -- it's a little
24 complex here, but because the supervision had to be with

1 Kimberly, I think that's one reason that might inhibit him
2 going on vacation there, because he -- they're not willing to
3 share that information, so I think that complicates that.

4 THE COURT: Well, and certainly if Kimberly allowed
5 June to go on vacation with him and didn't have all of this
6 information, and wasn't able to make a good decision and
7 something happened on that vacation, Kimberly would be
8 certainly in front of me and we would be having some -- a lot
9 of problems, okay?

10 So to some extent I don't want to micromanage
11 Kimberly's decision making, but Counsel, I think that I made
12 myself very clear about what my concerns are about housing and
13 visitation and all of those things.

14 Anything else? Counsel?

15 MR. KEHOE: Appreciate your time and patience, Your
16 Honor.

17 THE COURT: Wonderful. Have a great day.

18 MR. LUSZECK: Thank you, Your Honor.

19 MR. MICHAELSON: Thank you.

20 MS. FRIEDMAN: Thank you so much.

21 THE COURT: Oh, let me give you these dates; 90
22 days?

23 THE CLERK: January 14th at 1:30 p.m. And then
24 evidentiary hearing as well?

1 THE COURT: No, 120 days we'll do evidentiary
2 hearing. Yeah.

3 THE CLERK: Is at February 20th at 1:30 to the 120
4 date.

5 MR. MICHAELSON: That's an evidentiary hearing? Or
6 just a status check?

7 THE COURT: Status check. Thank you.

8 MR. KEHOE: Did I hear, Your Honor, a third date for
9 an evidentiary hearing?

10 THE COURT: No, I set the --

11 MR. KEHOE: All right.

12 THE COURT: -- 90 day for a return of the
13 investigator's report, I'm setting 120 day date. Right now
14 I'm going to leave that as a status check, but I'm putting it
15 as a bookmark on my calendar. If that 120 date needs to turn
16 into an evidentiary hearing, we have the time, it's already
17 set.

18 MR. KEHOE: Oh, okay.

19 THE COURT: Okay?

20 MR. KEHOE: We'll determine that on the 90 day?

21 THE COURT: Yes.

22 MR. KEHOE: Okay.

23 THE COURT: And that will give us calendar-wise it
24 makes a lot of sense.

1 MR. KEHOE: Thank you.
2 THE COURT: Uh-huh.
3 MR. MICHAELSON: Thank you, Your Honor.
4 (PROCEEDINGS CONCLUDED AT 12:46:03)
5 * * * * *
6
7 ATTEST: I do hereby certify that I have truly and
8 correctly transcribed the digital proceedings in the above-
9 entitled case to the best of my ability.
10 /s/ Kimberly C. McCright
11 Kimberly C. McCright, CET
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