

**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

Electronically Filed  
May 05 2021 05:58 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

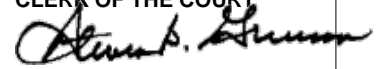
Appeal from the Eighth Judicial  
District Court, the Honorable Linda  
Marquis Presiding

**RESPONDENTS' APPENDIX, VOLUME 11**  
**(Nos. 1422–1550)**

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8 **DISTRICT COURT**  
9 **CLARK COUNTY, NEVADA**

10 In the Matter of the Guardianship of Estate of:

11 KATHLEEN JUNE JONES,

12 Protected Person.

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

**HEARING REQUESTED**

13  
14  
15 **KIMBERLY JONES'S MOTION FOR ORDER QUIETING TITLE, DIRECTING**  
16 **EXECUTION OF DEED, AND/OR IN THE ALTERNATIVE PETITION FOR**  
17 **INSTRUCTION AND ADVICE**

18 Plaintiff, Kimberly Jones, as Guardian of the Person and Estate of Kathleen June Jones,  
19 through the law firm of Marquis Aurbach Coffing, hereby files this Motion for Order Quieting  
20 Title, Directing Execution of Deed, and/or in the Alternative Petition for Instruction and Advice  
21 ("Motion"). This Motion is based on the following Points and Authorities, the pleadings and  
22 papers on file herein, and any oral argument by counsel permitted at the hearing on this matter.

23 Dated this 25th day of June, 2020.

MARQUIS AURBACH COFFING

24 By /s/ James A. Beckstrom  
25 Geraldine Tomich, Esq.  
26 Nevada Bar No. 8369  
27 James A. Beckstrom, Esq.  
28 Nevada Bar No. 14032  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
*Attorneys for Kimberly Jones*

MEMORANDUM OF POINTS OF AUTHORITIES

**I. INTRODUCTION AND FACTS**

Yet again, this case is forced in front of the Court following the most recent charade by the Protected Person's husband Rodney Yeoman and his legal counsel Ty Kehoe. Now, for the first time ever and with no justification, Yeoman through Mr. Kehoe is intentionally holding up the refinance of the Protected Person's real property in Anaheim, CA— which this Court already ordered.

Specifically, Yeoman is refusing to convey a spousal deed to the Anaheim property (the property this court authorized the Guardian to refinance), which is a requirement for any underwriter to fund a refinance. The reason according to Yeoman is "he *might* have an ownership interest" in the property. This is despite the fact the property was (1) purchased over three-decades before the Protected Person married Yeoman; (2) Yeoman has never been on title and has never been listed on any mortgage; (3) the Protected Person has funded this property during the entirety of her marriage with Yeoman from rental proceeds and her separate property social security; and (4) ***Yeoman has already signed a spousal deed pertaining to the Protected Person's Kraft Avenue property*** (has never made a claim of community property to the Protected Person's real estate). Knowing the Protected Person is desperately in need of income, Yeoman has taken the lowest of roads in yet a continued war of financial attrition.

As a result, Kimberly, as Guardian of the Protected Person, petitions this Court for (1) a declaration and order quieting title to the Anaheim property in favor of the Protected Person, as her sole and separate property; and (2) an order pursuant to NRS 159.171, authorizing Kimberly to sign any and all transfer instruments on behalf of the Protected Person pertaining to the Anaheim property. In the alternative, should the Court feel another course of action would be more expedient, Kimberly hereby moves the Court for advice and instruction pursuant to NRS 159.169.

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1     **II.     STATEMENT OF FACTS**

2             1.       The Protected Person purchased that real property commonly described as 1054 S.  
3 Verde Street, Anaheim, CA 92805 (the "Property") when it was built in approximately 1968.<sup>1</sup>

4             2.       On September 16, 1987, the Protected Person quitclaimed the Property from her  
5 separate property to her and her prior husband.<sup>2</sup>

6             3.       The Protected Person's husband died approximately 20 years ago, leaving the  
7 Protected Person the sole owner of the Property.

8             4.       On September 5, 2003, the Protected Person, years prior to her marriage to Yeoman  
9 mortgaged the Property for \$160,000.<sup>3</sup> The mortgage was solely in the name of the Protected  
10 Person and the Protected Person has always paid the mortgage from her separate property.

11            5.       On or around the first week of June, Yeoman was contacted and asked to sign the  
12 spousal deed for the Property. Yeoman was advised that a refinance could not occur unless the  
13 deed was signed.

14            6.       On June 18, 2020, after Yeoman wouldn't provide an answer to Kimberly, counsel  
15 for Kimberly drafted a spousal deed and forwarded it to Yeoman's counsel—Ty Kehoe, Esq.<sup>4</sup>

16            7.       Once again, on June 19, 2020, counsel for Kimberly asked if Yeoman was going to  
17 sign the spousal deed. No response was provided.

18            8.       Thereafter, counsel for the Protected Person also asked Mr. Kehoe if the deed was  
19 going to be signed.

20            9.       Once again, on June 22, 2020, counsel for Kimberly asked if Yeoman was going to  
21 sign the spousal deed. Counsel received no response until June 24, 2020.

22  
23  
24            <sup>1</sup> The original deed for the purchase is pending, as it could not be located due to its age. This will be  
25 supplemented.

26            <sup>2</sup> See Quitclaim Deed, attached as **Exhibit 1**.

27            <sup>3</sup> See Deed of Trust, attached as **Exhibit 2**.

28            <sup>4</sup> See Spousal Deed, attached as **Exhibit 3**.

10. On June 24, 2020, Yeoman refused to sign the deed via an e-mail from his attorney, which raised various frivolous and vexatious claims that Yeoman may somehow have an interest in the Property.<sup>5</sup>

**III. LEGAL ARGUMENT**

**A. TITLE TO THE PROPERTY MUST BE QUIETED IN FAVOR OF THE PROTECTED PERSON, ESTABLISHING THE PROPERTY AS THE PROTECTED PERSON'S SOLE AND SEPARATE PROPERTY.**

This Court is vested with inherent power in declaring the rights and interests of competing interests in real property. While no viable dispute exists that the Protected Person holds the Anaheim Property as her sole and separate property, Yeoman has refused to sign a spousal deed acknowledging this undisputed fact. As a result, the only way the Property can be refinanced is for an order quieting title in favor of the Protected Person. NRS 40.010 authorizes quiet title actions and states:

**NRS 40.010 Actions may be brought against adverse claimants.** An action may be brought by any person against another who claims an estate or interest in real property, adverse to the person bringing the action, for the purpose of determining such adverse claim.

Here, while everyone was in agreement the Property was the Protected Person's sole and separate Property, Yeoman has now raised an adverse interest in the Property—where he has vaguely stated he “may” have an interest in the Property. This is false.

**1. The Property is the Separate Property of the Protected Person.**

NRS 123.130 defines separate property as “[a]ll property of a spouse owned by him or her before marriage . . .” Each spouse controls their separate property and the consent of the other spouse to convey, charge, encumber, or dispose of the property is not required. NRS 123.170. Here, as stated above, this is a very simple question.

The Property was purchased in 1968 by the Protected Person, decades before her marriage to Yeoman. The Property has always been paid for by the Protected Person. During the Protected Person's marriage, the Property has always been titled as “June Jones, a Married Woman, Sole

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<sup>5</sup> See June 24, 2020 Email of Ty Kehoe, Esq., attached as **Exhibit 4**.

1 and Separate Property.”<sup>6</sup> Moreover, the Protected Person has been the sole mortgagor on the  
2 Property and has always maintained the Property.

3 Indeed, Yeoman conceded these issues in his partial opposition to the Petition to Refinance,  
4 where he consistently referred to the Property as not being his, never raised any claim to the  
5 Property in his pleadings or during argument, and has never set forth any facts to indicate he  
6 maintains an interest in the Property.<sup>7</sup> Within his Opposition, Yeoman refers to the refinance at  
7 issue being “June’s refinance” and raises concerns that the improvements the refinance was sought  
8 to fund would “cost *June’s estate*” more money than estimated by Kimberly.<sup>8</sup> (Emphasis added.)

9 What makes this even more egregious is the fact that *Yeoman has already signed a spousal*  
10 *deed for the highly contested transfer of the Kraft Avenue property, which he conveniently did*  
11 *so his daughter could obtain title to that property.*<sup>9</sup> This is despite the fact June has owned the  
12 Kraft Avenue property for a much shorter period of time than the Anaheim Property and Yeoman  
13 actually lived in the Kraft Avenue property. Even more egregious, when June has called Yeoman  
14 to ask him why he won’t sign the deed, Yeoman has stated he had “no problem signing it” and “he  
15 has nothing to do with the Property.” This is just another example of Yeoman’s despicable  
16 gamesmanship—led by his legal counsel. As such, an order of this Court should issue quieting  
17 title in favor of June Jones, as her sole and separate property.

18 **2. Yeoman Has No Claim to the Protected Person’s Property.**

19 Transmutation from separate to community property must be shown by clear and  
20 convincing evidence. *Sprenger v. Sprenger*, 110 Nev. 855, 858, 878 P.2d 284, 286 (1994). Without  
21 an express declaration transmuting separate property, a community may only acquire an interest  
22 in one spouse’s separate property if the community contributes to the purchase price of the  
23

24 <sup>6</sup> Exhibit 2.

25 <sup>7</sup> See Yeoman’s Response to Petition for Approval to Refinance Real Property of the Protected Person,  
26 attached as **Exhibit 5**.

27 <sup>8</sup> *Id.* at 2:15-17

28 <sup>9</sup> See Executed Spousal Deed for 6277 W. Kraft Avenue, attached as **Exhibit 6**.

1 property. *Robison v. Robison*, 100 Nev. 668, 671, 691 P.2d, 451 (1984). To meet this standard a  
2 spouse must prove: (1) there is a purchase money mortgage, and (2) the community made payments  
3 on the purchase money mortgage. *See Verheyden v. Verheyden*, 104 Nev. 342, 344, 757 P.2d 1328  
4 (1988).

5 Likewise, a community may acquire an interest in separate property by contributing to  
6 improvements of the property. However, in order to acquire such an interest, the community must  
7 prove “these improvements increased the value of the house.” *Id.* at 345. Importantly, expenditures  
8 “merely for routine maintenance” do not grant an interest to the community. *Id.* Here, Yeoman has  
9 raised a claim to the Property through vague assertions of his counsel that “he may discover down  
10 the road” he has an interest in the Property.<sup>10</sup> Indeed, Yeoman’s attorney has confirmed that  
11 Yeoman cannot identify a single transaction in the past ten years that could rise to the level of an  
12 imputed transmutation of the Property.<sup>11</sup>

13 Under the law, Yeoman is required to set forth evidence sufficient to rebut the presumption  
14 that the Property, having been purchased decades before he met the Protected Person and which  
15 has always been vested as “June Jones, a Married Woman, Sole and Separate Property.” Yeoman  
16 has no such evidence, because it doesn’t exist. Rather, the fact is that since the Protected Person  
17 was married to Yeoman, her rental income from the Property along with her social security that  
18 was deposited into her account in which Yeoman was not on—paid for the mortgage on the  
19 Property. Social security income and rental income derived from separate property is not  
20 community property. *See Wolff v. Wolff*, 112 Nev. 1355, 1362, 929 P.2d 916, 921 (1996) (social  
21 security retirement benefits are the separate property of the spouse receiving them). As a result,  
22 judgment in favor of the Protected Person declaring the Property as her sole and separate property  
23 should be entered.

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26 <sup>10</sup> See Exhibit 4.

27 <sup>11</sup> *Id.*

1           **B.     THIS COURT SHOULD AUTHORIZE KIMBERLY TO SIGN ALL**  
2           **DOCUMENTS NECESSARY TO EFFECTUATE THE TRANSFER OF**  
3           **PROPERTY.**

4           To avoid any other issues with this refinance, this Court should also authorize Kimberly to  
5           sign all documents necessary to effectuate the refinance of the Property. While this was implied in  
6           the Court's prior order concerning the Petition for Refinance, to avoid further delay, this Court  
7           should authorize Kimberly to sign any documents pertaining to the refinance on behalf of the  
8           Protected Person.

9           NRS 159.171 states:

10          **Executing and recording legal documents.**

11          ...

12                 2. To carry out effectively any transaction affecting the property of the  
13                 protected person as authorized by this chapter, the court may authorize the guardian  
14                 to execute any promissory note, mortgage, deed of trust, deed, lease, security  
15                 agreement or other legal document or instrument which is reasonably necessary to  
16                 carry out such transaction.

17           As a result, an Order should be issued stating Kimberly is authorized to sign any documents to  
18           effectuate the refinance of the Property.

19           **C.     SHOULD THIS COURT REQUIRE A FORMAL ACTION BE BROUGHT**  
20           **TO QUIET TITLE, KIMBERLY ASKS THE COURT TO AUTHORIZE**  
21           **SUCH AN ACTION, SET A CONDENSED BRIEFING SCHEDULE, AND**  
22           **ADMONISH THE PARTIES THAT SANCTIONS WILL BE**  
23           **CONSIDERED.**

24           If Yeoman desires to double down on his counsel's advice to continue his vexatious  
25           argument in favor of making a claim to the Property, this Court should set a short briefing schedule  
26           on this issue so it can be dealt with quickly based on the Protected Person's financial position. The  
27           issue of whether separate real property has been transmuted is proven through documents and  
28           records. The presumption of separate property applies to the Protected Person. To rebut this  
              presumption, it is the burden of Yeoman to produce evidence that extensive community funds were  
              applied to the purchase of the Property and that as a result the Property transmuted from separate  
              to community property. To do so, Yeoman must produce proof of payments to the property via  
              tracing. The only way this is done is with bank accounts.



1 Yeoman should be required to produce any such evidence on shortened time and this Court  
2 should allow Kimberly to move for summary judgment on the issue. This would be highly  
3 appropriate and of course if Yeoman presented evidence that could remotely rise to the level of  
4 rebutting the presumption, the Court could order a trial. However, that will not be necessary,  
5 because Yeoman knows well no evidence supports his frivolous position. Whatever course the  
6 Court chooses, it should make clear to Yeoman that his filings with this Court will be scrutinized  
7 under NRS 7.085 and sanctions for baseless claims not vested in law will be levied. NRS  
8 7.085 allows the district court to make an attorney personally liable for the attorney fees and costs  
9 an opponent incurs when the attorney “[f]ile [s], maintain[s] or defend[s] a civil action ... [that] is  
10 not well-grounded in fact or is not warranted by existing law or by [a good faith] argument for  
11 changing the existing law.” The Protected Person’s estate should not be required to defeat frivolous  
12 unwarranted litigation—exactly what Yeoman and his attorney are claiming by now holding up  
13 the refinance and claiming an interest in the Property.

14 **D. IN THE ALTERNATIVE, KIMBERLY SEEKS INSTRUCTION AND**  
15 **ADVICE FROM THE COURT.**

16 Should the Court believe another course of action is more prudent to ensure the Protected  
17 Person can move forward with the refinance, Kimberly seeks instruction and advice from the  
18 Court. NRS 159.169 authorizes the Court to provide instruction and advice in this type of situation,  
19 where a clear necessity exists to obtain funding for the Protected Person, but that necessity is being  
20 delayed by a vexatious claim.

21 Kimberly seeks instruction and advice from the Court as to how to proceed if the Court  
22 feels a more expedient option is available. One option may be to move this quiet title action  
23 forward and advise Yeoman and his legal counsel that if they continue down this path of  
24 gamesmanship, delay, and vexatious conduct against the Protected Person—they will be subject  
25 to sanctions. Kimberly defers to the Court on this subject.

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28 ///

1 **IV. CONCLUSION**

2 Based on the foregoing, the Court should quiet title in favor of the Protected Person,  
3 authorize Kimberly to execute any documents necessary for the refinance of the Property, and  
4 instruct Kimberly as it deems necessary.

5 Dated this 25th day of June, 2020.

MARQUIS AURBACH COFFING

7 By /s/ James A. Beckstrom  
8 Geraldine Tomich, Esq.  
9 Nevada Bar No. 8369  
10 James A. Beckstrom, Esq.  
11 Nevada Bar No. 14032  
12 10001 Park Run Drive  
13 Las Vegas, Nevada 89145  
14 *Attorneys for Kimberly Jones, as*  
15 *Guardian of the Person and*  
16 *Estate of Kathleen June Jones*

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing KIMBERLY JONES'S MOTION FOR ORDER QUIETING TITLE, DIRECTING EXECUTION OF DEED, AND/OR IN THE ALTERNATIVE PETITION FOR INSTRUCTION AND ADVICE was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 25th day of June, 2020. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:<sup>12</sup>

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/s/ Cheryl Becnel  
An employee of Marquis Aurbach Coffing

<sup>12</sup> Pursuant to EDCR 8.05(a), each party who submits an E-Filed document through the E-Filing System consents to electronic service in accordance with NRCP 5(b)(2)(D).

# Exhibit 1

Order No.  
Escrow No.  
Loan No.

87-523644

RECORDING REQUESTED BY  
CHICAGO TITLE INS. CO.

RECORDED IN OFFICIAL RECORDS  
OF ORANGE COUNTY, CALIFORNIA

11 40 AM SEP 16 '87

\$5.00  
C-10

Lee A. Branch COUNTY RECORDER

WHEN RECORDED MAIL TO:  
California First Bank  
13300 Newport Avenue  
Tustin, CA 92680

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:  
June Simmons Jones  
Harold Lee Jones, Jr.  
1054 S. Verde St.  
Anaheim, CA 92805

ENTER FAMILY TRANSFER  
DOCUMENTARY TRANSFER TAX \$ -0- \*No Consideration

..... Computed on the consideration or value of property conveyed; OR  
..... Computed on the consideration or value less liens or encumbrances  
remaining at time of sale

The undersigned grantor  
Signature of Declarant or Agent determining tax - Firm Name

582220-7

## QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

June Simmons Jones, a married woman

do hereby REMISE, RELEASE AND FOREVER QUITCLAIM to

June S. Jones and Harold Lee Jones Jr., husband and wife

the real property in the City of Anaheim  
County of Orange

, State of California, described as

Lot 8, of Tract 6409, in the City of Anaheim, County of Orange, State of  
California, as shown on a map recorded in Book 241, Pages 25 to 29, both  
inclusive, of Miscellaneous Maps, records of Orange County, California.

\*Addition of spouse

Dated September 10, 1987

STATE OF CALIFORNIA Orange } ss.  
COUNTY OF

On September 10, 1987

before me, the undersigned, a Notary Public in and for said State, per-  
sonally appeared June Simmons Jones

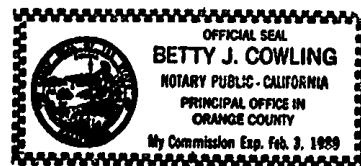
personally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed  
the same.

WITNESS my hand and official seal

Signature

JUNE SIMMONS JONES

June Simmons Jones



(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE  
Document Number: 19870523644 Page: 1 of 1

1085 (8/82)

## Exhibit 2

13

Source: www.OrangeCountyRecorder.com

Recording Requested By:  
GMAC Mortgage Corporation  
DBA ditech.com  
Return To:  
GMAC Mortgage Corporation  
DBA ditech.com  
3200 Park Center Dr. Suite  
150, Costa Mesa, CA 92626

Recorded in Official Records, County of Orange  
Tom Daly, Clerk-Recorder

2003001168706 08:00am 09/24/03  
200 92 D11 16  
0.00 0.00 0.00 0.00 30.00 0.00 0.00 0.00

Prepared By:  
Christina Reid

23207368

[Space Above This Line For Recording Data]

## DEED OF TRUST

MIN 100037506547109968

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated 09/05/2003 together with all Riders to this document.

(B) "Borrower" is June Jones, A Married Woman Sole And Separate Property

Borrower's address is 1054 S Verde Street, Anaheim, CA 92806

Borrower is the trustor under this Security Instrument.

(C) "Lender" is

GMAC Mortgage Corporation DBA ditech.com

Lender is a Residential Mortgage Lender

organized and existing under the laws of Commonwealth of Pennsylvania

000654710996

CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3005 1/01

VMP -6A(CA) (0207)

Page 1 of 15

Initials: 

VMP MORTGAGE FORMS (800)521-7791



Lender's address is  
3200 Park Center Dr. Suite 150, Costa Mesa, CA 92626

(D) "Trustee" is  
Executive Trustee Services, Inc.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated 09/05/2003

The Note states that Borrower owes Lender

One Hundred Sixty Thousand

Dollars

(U.S. \$160,000.00

) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **October 1, 2033**

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.


(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

000654710996

 -6A(CA) (0207)

Page 2 of 15

Initials: 

Form 3005 1/01



(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Orange :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

The Assessor's Parcel Number (Property Tax ID#) for the Real Property is 234-056-10. See Attached Exhibit "A"

Parcel ID Number: 234-056-10  
1054 South Verde Street  
Anaheim  
("Property Address"):

which currently has the address of  
[Street]  
[City], California 92806- [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances 000654710996

of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.**

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

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in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.


If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

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lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.


**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.


Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender

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to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.


Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.


Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

**24. Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

**25. Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

\_\_\_\_\_  
June Jones (Seal)  
-Borrower

\_\_\_\_\_  
\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

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(Seal)  
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(Seal)  
-Borrower

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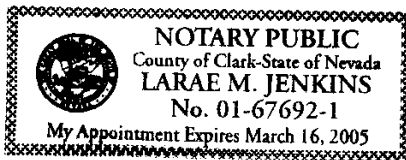
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State of ~~California~~ <sup>Nevada</sup>  
County of ~~Clark~~

On September 5, 03 before me, LARAE M. JENKINS, Notary Public,  
Jane Jones personally appeared

, personally known to me  
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed  
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity  
upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Larae M. Jenkins (Seal)

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Initials: jj

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**EXHIBIT "A"**

Lot(s) 8 of Tract No. 6409, in the City of Anaheim, County of Orange, State of California, as per map recorded in Book 241 Page(s) 25 to 29 inclusive, of Miscellaneous Maps, in the office of the County Recorder of said County.

## Exhibit 3

Recording requested by (name):

June Jones

When recorded mail to  
and mail tax statements to:

1054 S. Verde Street

Anaheim, CA 92806

Recorder's Use Only

## INTERSPOUSAL TRANSFER DEED

(Excluded from reappraisal under California Constitution, Article 13A, Section 1, et seq.)

**Assessor's Parcel No. (APN):**

234-056-10

**Documentary Transfer Tax: \$0.00**

If exempt, enter R&T code:

Explanation: Exempt per GC 27388.1(a)(2)

*Signature of Declarant or Agent determining tax*

### Declaration of Exemption From Gov't Code § 27388.1 Fee

☒ Transfer is exempt from fee per GC § 27388.1(a)(2):

☐ recorded concurrently "in connection with" transfer subject to  
Documentary Transfer Tax

☒ recorded concurrently "in connection with" a transfer of  
residential dwelling to an owner-occupier

☐ Transfer is exempt from fee per GC 27388.1(a)(1):

☐ Fee cap of \$225.00 reached ☐ Not related to real property

*There is no consideration for this transfer.*

*This is an interspousal transfer and not a change in ownership under Section 63 of the Revenue and Taxation Code. Grantee has checked the applicable exclusion from reappraisal:*

☐ From joint tenancy to community property; ☐ From one spouse to both spouses;

☐ From one spouse to the other spouse; ☐ From both spouses to one spouse;

☒ Other: Transfer from Husband to Wife to Confirm no Spousal Interest; No consideration.

☒ Check when creating separate property interest in grantee spouse: **It is the express intent of the grantor, being the spouse of the grantee, to convey all right, title and interest of the grantor, community or otherwise, in and to the herein described property to the grantee as his/her sole and separate property.**

GRANTOR(S) Rodney Gerald Yeoman, hereby

grant(s) to GRANTEE(S) June Jones

as a Married Woman as her Sole and Separate Property

the following real property in the City of Anaheim, County of  
Orange, California (insert legal description):

Lot(s) 8 of Tract No. 6409, in the City of Anaheim, County of Orange, State of California as per map

recorded in Book 241 Page(s) 25 to 29 inclusive, of Miscellaneous Maps, in the office of the County

Recorder of said County.

Date: 6/18/2020

(Signature of declarant)

Rodney Gerald Yeoman

(Print name)

Date: \_\_\_\_\_

(Signature of declarant)

(Print name)



## ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

**(Seal)**

Signature \_\_\_\_\_

# Exhibit 4

**James A. Beckstrom**

---

**From:** Ty <tykehoelaw@gmail.com>  
**Sent:** Wednesday, June 24, 2020 2:15 PM  
**To:** James A. Beckstrom  
**Cc:** Matthew C. Piccolo; Laura Deeter; Maria Parra-Sandoval  
**Subject:** Re: [External] Following up on Spousal Deed

Gerry wants to make clear that he decided on his own that he will not sign the spousal deed. He has his own reasons. My legal reasons, and insights, are as follows:

1 - I can't conceive of why I would encourage Gerry to release any interest he has in the Anaheim property. I do not have personal knowledge of whether he has an interest. I presume you do not either. Would you really be in a position to provide an indemnity to Gerry in case it is discovered down the road he does have an interest? I am not in a position to do so. How do you know whether Gerry contributed \$50,000 towards the Anaheim property 7 years ago? I seriously doubt whether Kimberly even knows? How would she when she was never involved with her Mom's finances until mid-2019? Why should Gerry voluntarily release any such possible interest? Not even Gerry knows as he does not remember every financial transaction for the past 10 years, does not have access to June's financial information, and June and Gerry lived as a normal martial community including not worrying about financial technicalities prior to the bad faith actions of June's children.

2 - At the beginning of the guardianship there were multiple allegations by multiple parties that Dick and Gerry had recently refinanced the Anaheim property and taken money from June. We always denied the same, but it was one of the many unsubstantiated inflammatory allegations against Dick and Gerry. My understanding remains that no such refinance took place, and your recent court filings seem to indicate the same. Will you please confirm whether such allegations are still being made?

3 - Presuming that no such refinance took place (and I suppose maybe even if it did), has Kimberly had an audit done on all positive and negative payments related to the Anaheim property since June and Gerry were married? Will you provide me the same? Again, I can't imagine how you can demand Gerry release his interest in property when you have no idea what that interest consists of.

4 - Interestingly, you are literally suing Gerry for signing a spousal deed because it allegedly evidences bad faith, and now you are requesting Gerry sign another spousal deed. Your A-Case complaint (paragraphs 41 and 125) states that Gerry participated in the fraudulent transfer of the Kraft house because he signed a spousal deed related to that transfer. Now you are asking him to sign another spousal deed. Would you then accuse him of additional fraud? We have always stated the Kraft spousal deed was not his idea, but required by QuickClaim, and nonetheless, you included the inflammatory allegations in your complaint. Perhaps you should amend your complaint before making demands on Gerry.

5 - We have asserted claims against June's estate, and intend to assert additional claims. So, I don't see why it would make sense for Gerry to release any interest in the primary asset of June's estate.

6 - As to your rushed demands, they started before the order was even entered approving the refinance. That order was only entered two days ago. I'm not sure why it took almost 5 weeks to obtain the order when allegedly there was an urgency. I also note the order remains deficient under the statute. Please provide the refinance documentation, including any communications regarding the bank's or title company's request for a spousal deed.

7 - Dick has attempted in good faith to resolve these matters, and a complete lack of good faith is being received in return. Instead, continual bad-faith threats of motions, sanctions, and further litigation have been the norm. We make

reasonable requests for things like medical records that the Court ordered be turned over 7 months ago, and rather than simply responding to the requests you make personal attacks and irrational excuses. I can only imagine that is not engendering any good will with Gerry.

Ty

On Tue, Jun 23, 2020 at 7:30 AM James A. Beckstrom <[jbeckstrom@maclaw.com](mailto:jbeckstrom@maclaw.com)> wrote:

I'm not going to argue with you. If you don't confirm your client will sign and make the deed available for pick up Thursday, I am filing a motion. Because you cannot conceive how I would do that, maybe one of the two other attorneys you have on this case can guide you in the direction to locate the authority. I don't want to waste the Court's time on this, but this needs to be done. You are well aware of the motion that was filed on this refinance, as your client materially participated in that hearing. I will move to sanction your client again if you continue to guide him this way.

It's a very simple request.



**James A. Beckstrom, Esq.**

10001 Park Run Drive

Las Vegas, NV 89145

t | 702.207.6081

f | 702.382.5816

[jbeckstrom@maclaw.com](mailto:jbeckstrom@maclaw.com)

[maclaw.com](http://maclaw.com)



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---

**From:** Ty <[tykehoelaw@gmail.com](mailto:tykehoelaw@gmail.com)>

**Sent:** Tuesday, June 23, 2020 3:35 AM

**To:** James A. Beckstrom <[jbeckstrom@maclaw.com](mailto:jbeckstrom@maclaw.com)>

**Cc:** Matthew C. Piccolo <[Matt@piccololawoffices.com](mailto:Matt@piccololawoffices.com)>; Laura Deeter <[laura@ghandilaw.com](mailto:laura@ghandilaw.com)>  
**Subject:** Re: [External] Following up on Spousal Deed

James,

It is ironic you are making demands and threats at a time that you are literally failing to comply with the Court's written order. You are again threatening us for allegedly delaying 10 days to respond to you, during a time Gerry was on vacation and we have been working to comply with your artificial deadlines in the A case, while you literally took 7 months to even begin complying with the Court's written order to produce medical records and information. We will get back to you in the next couple days when we have some time. In the meantime, I would love to hear the good faith basis for your threatened motion as I literally cannot conceive of one.

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](mailto:TyKehoeLaw@gmail.com) (Changed from [TyKehoeLaw@aol.com](mailto:TyKehoeLaw@aol.com))

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On Mon, Jun 22, 2020 at 2:20 PM James A. Beckstrom <[jbeckstrom@maclaw.com](mailto:jbeckstrom@maclaw.com)> wrote:

Please advise if your client is going to sign the spousal deed. He is in town and has known about this for over ten days.

If he won't I am going to be filing a motion with the Court.



**James A. Beckstrom, Esq.**

10001 Park Run Drive

Las Vegas, NV 89145

t | 702.207.6081

f | 702.382.5816

[jbeckstrom@maclaw.com](mailto:jbeckstrom@maclaw.com)

[maclaw.com](http://maclaw.com)



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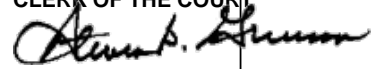
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# Exhibit 5





GHANDI DEETER BLACKHAM

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Fax: (702) 944-6630  
matt@piccololawoffices.com

*Attorneys for Rodney Gerald Yeoman*

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

In the matter of the Guardianship of the Person  
and Estate of:

KATHLEEN JUNE JONES,  
Adult Protected Person.

**Case No.:** G-19-052263-A

**Dept. No:** B

**Date:** May 20, 2020 (OST)

**Time:** 9:00 a.m. (OST)

**RESPONSE TO PETITION FOR APPROVAL TO REFINANCE REAL PROPERTY  
OF THE PROTECTED PERSON**

Rodney Gerald Yeoman ("Gerry"), husband of the Protected Person Kathleen June Jones ("June"), by and through his counsel of record, submits this Response to Petition for Approval to Refinance Real Property of the Protected Person.

1 Gerry does not object to refinancing the Anaheim property, as it does not make sense  
2 for the home to sit empty any longer, and it clearly cannot be rented to a new tenant in its current  
3 condition; however, he has significant concerns regarding Kimberly's proposed process for  
4 accomplishing the refinance and remodel, along with concerns about the information that has  
5 been presented to the Court so far. Surprisingly, Gerry agrees with Robyn and Donna on many  
6 of these issues, and shares many of the same concerns raised by Robyn and Donna in their  
7 Joinder to the Petition to Refinance filed herein on May 14, 2020.  
8

9 **Concerns about the Petition to Refinance.**

10 The Petition to Refinance seeks \$20,000 to repair and remodel the Anaheim house.  
11 However, the Petition includes no specifics regarding how the \$20,000 will be used, nor any  
12 confirmation the \$20,000 is adequate to complete the necessary repairs and remodeling. If  
13 \$20,000 (or even \$37,000) proves to be inadequate, then the guardian will need to seek an  
14 additional refinance, which will cost June's estate several thousand dollars more. Therefore, as  
15 also requested by Robyn and Donna, a specific work estimate from a licensed contractor should  
16 be provided.  
17

18 Gerry also objects, like Robyn and Donna, to Kimberly's boyfriend Dean completing the  
19 work on the Anaheim home. Kimberly should not be in a position to approve payments to her  
20 boyfriend out of June's estate. The failure by Kimberly to include this information in the Petition  
21 to Refinance is very concerning.  
22

23 If only \$20,000 is used for repairs and remodeling, then the guardian should be required  
24 to account more specifically for why an additional \$17,000 is being sought from June's  
25 refinance, and for what purpose such funds will be used. With Kimberly living with June, and  
26 possibly receiving financial support from June, there is a potential conflict of interest in  
27 Kimberly seeking additional cash funds from June's assets.  
28

1 The Petition to Refinance should also state how long it will take before cash can be  
2 received from the refinance, and also explain how June will meet her expenses in the meantime.

3 Exhibit 3 to the Petition to Refinance, which is the Loan Detail & Fee Worksheet, shows  
4 an anticipated interest rate of 3.5%. However, according to the same document, this interest rate  
5 is for an “owner occupied” loan. June will not be occupying this property. Therefore, the interest  
6 rate will be higher, thus calling into question the Petition’s basic premise that June will save  
7 money based upon refinancing to a lower interest rate.  
8

9 The same exhibit shows a cost of almost \$5,000 to obtain the refinance. It may be  
10 necessary to refinance the Anaheim home to obtain funds to make the Anaheim property  
11 habitable regardless of the expense for the refinance; however, the expense should be considered  
12 as decisions are made.

13 The same exhibit appears to be a very preliminary document. It is unclear whether this is  
14 an actual loan commitment, and thus it is unclear whether June has qualified for a loan or even  
15 could qualify. The Petitioner should answer these questions.  
16

17 The Petition does not explain why June’s son left the Anaheim property in such a  
18 deplorable condition, especially after paying for years only 50% of the market rental rate. Does  
19 Kimberly plan to seek any reimbursement from Scott?

20 Upon information provided by June to Gerry, Scott moved out of the Anaheim home in  
21 March 2020. Therefore, Kimberly should explain why the home sat empty and why the Petition  
22 to Refinance is only now being filed?  
23

24 It is unclear whether the valuation of the Anaheim home will become relevant based upon  
25 such a low loan-to-value percentage; however, it is almost certain the Anaheim home, in the  
26 condition evidenced by the photos, is not worth the value attributed by Zillow. Robyn and Donna  
27 have requested a formal appraisal.  
28

NRS 159.121 requires the Court to:

1 . . . prescribe the maximum amount of each loan, the maximum  
2 rate of interest and the date of final maturity of each loan, and may  
3 authorize the guardian to secure any loan by mortgage, deed of  
trust, pledge or other security transaction authorized by the laws  
of this state.

4 The current Petition does not pray for any specific interest rate. And, as stated above, it is very  
5 unlikely for the quoted owner-occupied rate to be approved by a lender. A maximum interest  
6 rate must be presented for consideration by the Court. If the maximum rate is 3.5%, then that  
7 amount should be specified in the Order.  
8

9 Additionally, the statute requires a loan “authorized by the laws of this state.” It is unclear  
10 whether the order entered by this court will be acceptable to a California title company for  
11 closing purposes.

12 Robyn and Donna joined in the Petition to Refinance and stated: “upon information and  
13 belief, [June] receives approximately \$1,200 per month in social security.” This is another  
14 misstatement by Robyn and Donna. The Budget filed herein clearly shows Social Security  
15 income of \$1,536 per month. Therefore, they could have simply verified this number rather than  
16 making a misstatement based upon “information and belief.”  
17

18 **Issues raised by the Petition to Refinance related to Gerry’s Petition to Remove Kimberly.**

19 Additionally, the Motion to Refinance raises many issues that are relevant to the Petition  
20 to Remove Kimberly currently pending before this Court.

21 The Petition to Refinance indicates June’s ability to currently be involved in making  
22 decisions regarding her real property. Nonetheless, Kimberly alleges June was unable to do so  
23 in January 2018 regarding the Kraft property. Gerry and Dick have always stated June was  
24 competent to make her own decisions in January 2018, without any involvement of her family.  
25 If Kimberly believes she is competent now, then she clearly would have been competent almost  
26 2.5 years ago. Therefore, there are no other material allegations against Gerry which they claim  
27 would prevent him from being a suitable guardian.  
28

1           The Petition to Refinance seems to indicate the Anaheim house was refinanced in 2003.  
2 (The last page of the exhibits shows a maturity date of 2033.) This is years before June was  
3 married to Gerry, and thus the early allegations by Robyn, Donna and Kimberly that Gerry or  
4 Dick Powell improperly refinanced the Anaheim house are entirely false (as Gerry and Dick  
5 have repeatedly stated). *See* Kimberly's October 2, 2019 Opposition at 8:23 wherein she alleges  
6 the Anaheim property was recently refinanced and that she would be providing documentation  
7 related to the same (which she has still never done). In Robyn and Donna's Reply filed on  
8 October 14, 2019, they also ask questions about a refinance. This is simply another initial  
9 allegation by Robyn, Donna, and Kimberly that is entirely unsubstantiated.  
10

11           The Petition to Refinance also raises concerns about Kimberly's fitness to remain as  
12 guardian. Why does June now need her Anaheim equity to pay her expenses? How did she live  
13 for nine years without using such equity? Who was subsidizing her expenses before while June  
14 rented at a reduced rate to her son Scott? (The Investigator's report indicates that Dick Powell  
15 was subsidizing June's expenses.) If Kimberly was truly the power of attorney and aware of  
16 June's diminished capacity (as she claims), why did she never step in and demand Scott pay  
17 more in rent? Why did Scott move out and cease paying \$1,200 per month in rent prior to  
18 Kimberly having funds in place to repair the home, thus leaving the home empty and not  
19 generating any income for June? Upon information and belief, Scott moved out in mid-March,  
20 so why did Kimberly wait approximately two months to even file the motion requesting a  
21 refinance? Why doesn't Kimberly yet have a loan commitment rather than simply the loan  
22 estimate (which estimate includes multiple errors, including stating that the home will be owner  
23 occupied)? Based upon the photos produced in the Motion to Refinance, it appears the home will  
24 likely require significantly more than \$20,000 to repair. This reality, and the other points,  
25 seriously call into question Kimberly's ability to properly act as the guardian of June's estate.  
26  
27  
28

1 Kimberly repeatedly argues that June had diminished capacity as far back as 2014.  
2 However, no documentation has ever been produced evidencing this allegation, and now the  
3 Motion to Refinance suggests June still has capacity. This is another example of the multitude  
4 of unsubstantiated claims made by Kimberly, Robyn and Donna throughout this guardianship  
5 process.

6 **Conclusion.**

7  
8 While it is clear the Anaheim home needs to be repaired and remodeled to allow it to be  
9 rented out and not sit empty, it is entirely unclear that Kimberly is capable of properly  
10 accomplishing the same. She appears to have conflicts of interest in making these decisions, and  
11 she appears to lack the competence to properly accomplish this for the best interests of June.  
12 And based upon Robyn and Donna's joinder, it is not just Gerry that has concerns about  
13 Kimberly's actions and inactions.

14 Dated this 18<sup>th</sup> day of May, 2020.

GHANDI DEETER BLACKHAM

/s/ Laura A. Deeter

Laura A. Deeter, Esq.

# Exhibit 6

Inst #: 20180116-0001313

Fees: \$40.00

RPTT: \$0.00 Ex #: 005

01/16/2018 10:24:59 AM

Receipt #: 3297378

Requestor:

QC DEED, LLC (MAIN)

Recorded By: RYUD Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

APN NO.: 138-02-511-076

**WHEN RECORDED MAIL TO:**

DICK AND KANDI POWELL  
2540 E. HARMON AVE.  
LAS VEGAS, NV 89121

**MAIL TAX STATEMENTS TO:**

SAME AS ABOVE

Affix RPTT: \$0.00

---

**GRANT, BARGAIN, SALE DEED**

THIS INDENTURE WITNESSETH: That,

RODNEY GERALD YEOMAN,  
A MARRIED MAN  
AND SPOUSE OF GRANTEE

Whose address is

6277 W. KRAFT AVE., LAS VEGAS, NV

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby  
acknowledged, do hereby Grant, Bargain, Sell and Convey to

JUNE JONES,  
A MARRIED WOMAN,  
AS HER SOLE AND SEPARATE PROPERTY

Whose address is

6277 W. KRAFT AVE., LAS VEGAS, NV

All that real property situated in the County of CLARK, State of Nevada,

'SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A  
PART HEREOF, and commonly known as

6277 W. KRAFT AVE, LAS VEGAS, NV

By the undersigned's execution hereof he/she hereby relinquishes any and all rights,  
title and/or interest, including but not limited to homestead interest and/or community  
interest, and agrees to the vesting as shown above.

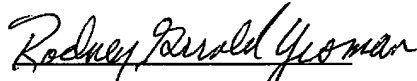
Together with all and singular the tenements, hereditaments and appurtenances  
thereunto belonging or in anywise appertaining.

**SEE PAGE TWO (2) FOR SIGNATURES AND NOTARY ACKNOWLEDGEMENT**

JONES 000596



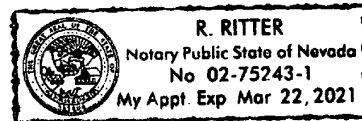
**SIGNATURES AND NOTARY ACKNOWLEDGEMENT**

  
RODNEY GERALD YEOMAN

**STATE OF** : NEVADA  
**COUNTY OF** : CLARK

On this 12 day of JANUARY 20 18,  
before me R. RITTER,  
a Notary Public for the State of NEVADA  
personally appeared RODNEY GERALD YEOMAN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which person(s) acted, executed the instrument.



  
\_\_\_\_\_

Signature Notary Public  
My commission expires:  
My commission number:

JONES 000597

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

APN No.: 138-02-511-076

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

JONES 000598

**STATE OF NEVADA  
DECLARATION OF VALUE FORM**

**1. Assessor Parcel Number(s)**

- a. 138-02-511-076  
b. \_\_\_\_\_  
c. \_\_\_\_\_  
d. \_\_\_\_\_

**2. Type of Property:**

- a. ☐ Vacant Land      b. ☒ Single Fam. Res.  
c. ☐ Condo/Twnhse      d. ☐ 2-4 Plex  
e. ☐ Apt. Bldg      f. ☐ Comm'l/Ind'l  
g. ☐ Agricultural      h. ☐ Mobile Home  
i. ☐ Other \_\_\_\_\_

**FOR RECORDER'S OPTIONAL USE ONLY**

Book: \_\_\_\_\_ Page: \_\_\_\_\_  
Date of Recording: \_\_\_\_\_  
Notes: \_\_\_\_\_

3. a. Total Value/Sales Price of Property  
b. Deed in Lieu of Foreclosure Only (value of property)  
c. Transfer Tax Value:  
d. Real Property Transfer Tax Due

\$ 0.00  
\_\_\_\_\_  
\$ 0.00  
\_\_\_\_\_  
\$ \$0.00  
\_\_\_\_\_

**4. If Exemption Claimed:**

- a. Transfer Tax Exemption per NRS 375.090, Section 5  
b. Explain Reason for Exemption: TRANSFER FROM HUSBAND TO WIFE TO REMOVE POSSIBLE  
SPOUSAL INTEREST, SPOUSE NOT ON TITLE WITHOUT CONSIDERATION

5. Partial Interest: Percentage being transferred: 100 %

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

Signature: Rodney G. Yeoman  
RODNEY YEOMAN

Capacity: Grantor

Signature: JUNE JONES  
JUNE JONES

Capacity: Grantee

**SELLER (GRANTOR) INFORMATION**

**BUYER (GRANTEE) INFORMATION**

Print Name: RODNEY GERALD YEOMAN

Print Name: JUNE JONES

Address: 6277 W. KRAFT AVE.  
City: LAS VEGAS  
State: NV      Zip: 89130

Address: 6277 W. KRAFT AVE.  
City: LAS VEGAS  
State: NV      Zip: 89130

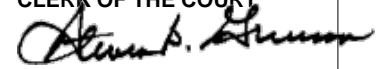
**COMPANY REQUESTING RECORDING**

Print Name: QC Deed  
Address: 7251 W. Lake Mead Blvd. Suite 300  
City: Las Vegas

Escrow #: accommodation  
18QC-0103-0003  
State: NV      Zip: 89128

As a public record this form may be recorded/microfilmed

JONES 000599



**Marquis Aurbach Coffing**  
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Nevada Bar No. 14032  
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Telephone: (702) 382-0711  
Facsimile: (702) 382-5816  
gtomich@maclaw.com  
jbeckstrom@maclaw.com  
*Attorneys for Kimberly Jones*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

In the Matter of the Guardianship of Estate of:

KATHLEEN JUNE JONES,

Protected Person.

KIMBERLY JONES, AS GUARDIAN OF THE  
PERSON AND ESTATE OF KATHLEEN JUNE  
JONES, a protected person,

Plaintiffs,

v.

RICHARD POWELL, an individual; CANDICE  
POWELL, an individual; RODNEY GERALD  
YEOMAN, an individual; DOES I-X, inclusive;  
and ROE CORPORATIONS I-X, inclusive,

Defendants.

AND ALL RELATED CLAIMS.

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

Case No.: A-19-807458-C  
Dept. No.: 6

**HEARING REQUESTED**

**MOTION TO CONSOLIDATE**

COMES NOW, Kimberly Jones, as Guardian of the Person and Estate of Kathleen June Jones ("Ms. Jones"), through the law firm of Marquis Aurbach Coffing, and Richard Powell, Candice Powell, and Rodney Gerald Yeoman (hereinafter "Defendants"), through the law firms of Kehoe & Associates and Piccolo Law Offices, hereby files the following Motion to Consolidate Case No. A-19-807458-C, currently pending before the Honorable Jacqueline M. Bluth, with the above entitled matter, Case No. G-19-052263-A, also pending before the Honorable Judge Linda

1 Marquis, pursuant to NRCP 42(a). This Motion is based upon papers and pleadings on file herein,  
2 the attached Memorandum of Points and Authorities, and any oral argument permitted at the time  
3 of the hearing on this matter.

4 Dated this 25th day of June, 2020.

MARQUIS AURBACH COFFING

6 By /s/ James A. Beckstrom  
7 Geraldine Tomich, Esq.  
8 Nevada Bar No. 8369  
9 James A. Beckstrom, Esq.  
10 Nevada Bar No. 14032  
11 10001 Park Run Drive  
12 Las Vegas, Nevada 89145  
13 *Attorneys for Kimberly Jones, as*  
14 *Guardian of the Person and*  
15 *Estate of Kathleen June Jones*

12 **MEMORANDUM OF POINTS AND AUTHORITIES**

13 **I. INTRODUCTION**

14 Pursuant to NRCP 42(a), Case No. A-19-807458-C, currently pending before the  
15 Honorable Jacqueline M. Bluth, should be consolidated with the instant case, because both actions  
16 involve common questions of law and fact, parties, and arise out of the same series of events. For  
17 this reason, and the additional reasons discussed below, consolidation is warranted to avoid  
18 unnecessary costs, possible inconsistent rulings and to similarly advance judicial economy.

19 Moreover, this Court being tasked with ensuring the Protected Person is protected from  
20 abuse, including the abuse of unwarranted and frivolous litigation. This Court having been  
21 involved in this case for an extended period of time is in the best position to preside over this case  
22 in a cost-effective manner that will save the parties time and money.

23 **II. STATEMENT OF FACTS**

24 **A. THE GUARDIANSHIP**

25 The Court is well aware of the facts and circumstances of this Guardianship. The  
26 Guardianship was triggered when the Protected Person's family discovered that the Protected  
27 Person's husband, Rodney Yeoman ("Yeoman") along with his daughter and son-in-law Kandi  
28 and Richard Powell transferred the Protected Person's home to themselves for money that was

1 never paid to the Protected Person. Moreover, upon marshaling the assets of the Protected Person,  
2 it was also discovered, among other things, that the Protected Person's joint bank accounts were  
3 stripped from her, along with thousands of dollars in those accounts. These events resulted in  
4 Kimberly seeking permission to file a separate "A-Case." This Court granted that motion.

5 **B. CASE NO. A-19-807458-C**

6 Kimberly filed her Complaint in Case No. A-19-807458-C on December 23, 2019.  
7 Kimberly asserted the following causes of action: Fraud, Conspiracy, Elder Abuse, Declaratory  
8 Relief, Breach of Fiduciary Duty, Rescission of Instrument/ Quiet Title, Tortious Breach of Good  
9 Faith and Fair Dealing, and IIED. These causes of action were brought against Yeoman, Richard  
10 Powell, and Kandi Powell. On March 6, 2020, Kimberly filed an Amended Complaint, asserting  
11 the same causes of action.<sup>1</sup>

12 Thereafter, Yeoman, Richard, and Kandi moved to dismiss the Complaint, which was  
13 denied in its entirety. Yeoman, Richard, and Kandi then after stalling for over three months, filed  
14 a Counter-claim and Third-Party complaint on June 22, 2020.<sup>2</sup> Within the Counter-claim and  
15 Third-Party complaint, were the following causes of action: (1) IIED (resulting from what is  
16 alleged to be taking the Protected Person from yeoman); (2) Trespass (alleging the Guardian  
17 unlawfully occupies the Protected Person's home); (3) Nuisance (alleging the Guardian is  
18 obstructing use of the Kraft Avenue Property); (4) Unjust Enrichment; (5) Intentional Interference  
19 with Contractual relations (alleging the Guardian interfered with the sale of the Kraft Avenue  
20 property); (6) Loss of Consortium (alleging the guardian has deprived Yeoman of his wife's  
21 companionship); and (7) Abuse of Process (alleging the Guardianship Case was "blatantly false").

22 The Counter-claim and Third-Party Complaint are based on legally deficient causes of  
23 action, but directly implicate this guardianship and the facts central to this guardianship.

24 **III. LEGAL ARGUMENT**

25 Pursuant to NRCP 42(a), consolidation is proper as it mandates that:

26  
27 <sup>1</sup> See First Amended Complaint, attached as **Exhibit 1**.

28 <sup>2</sup> See Counter-Claim and Third-Party Complaint, attached as **Exhibit 2**.

1 When actions involving a common question of law or fact are pending before the  
2 court, it may order a joint hearing or trial of any or all the matters in issue in the  
3 actions; it may order all the actions consolidated; and it may make such orders  
4 concerning proceedings therein as may tend to avoid unnecessary costs or delay.

5 In addition, pursuant to EDCR 2.50(a)(1), consolidation of Case No. A-19-807458-C with the first  
6 filed Guardianship case is proper because:

7 Motions for consolidation of two or more cases must be heard by the judge assigned  
8 to the case first commenced. If consolidation is granted, the consolidated case will  
9 be heard before the judge ordering consolidation.

10 EDCR 2.50(a)(1) (emphasis added).

11 The Nevada Supreme Court has noted the similarity between the federal and state rule  
12 regarding consolidation and, accordingly, has looked to federal decisions interpreting the federal  
13 rule on consolidation. *See, e.g., Marcuse v. Del Webb Communities, Inc.*, 123 Nev. 278, 286, 163  
14 P.3d 462, 468 (2007) (noting that NRCP 42(a) and FRCP 42(a) are identical). Courts have broad  
15 discretion in deciding whether to consolidate cases, *Investors Research Co. v. U.S. Dist. Ct. for*  
16 *Cent. of Cal.*, 877 F.2d 777, 777 (9th Cir. 1989), and the threshold question is whether the actions  
17 involve common questions of law or fact. NRCP 42(a). *If common questions of law or fact are*  
18 *present, consolidation is warranted where, on balance, the savings of time and effort that*  
19 *consolidation will produce are greater than any inconvenience, delay, confusion, or prejudice that*  
20 *may result.* *Huene v. United States*, 743 F.2d 703, 704 (9th Cir. 1984) (emphasis added).

21 **A. ALL FACTORS WEIGH IN FAVOR OF CONSOLIDATION.**

22 Consolidation is undoubtedly warranted and necessary. For starters, both cases involve  
23 parties who have appeared in the guardianship case, namely, Rodney Yeoman, Richard Powell,  
24 and Kandi Powell. Second, the claims asserted in Case No. A-19-807458-C are directly related to  
25 issues that are central to this guardianship action. There is no argument to suggest that each cause  
26 of action in Case No. A-19-807458-C is focused on the Protected Person and arises out of a  
27 common nucleus of operative facts. The entire point of Case No. A-19-807458-C was to obtain  
28 relief for civil wrongs inflicted against the Protected Person, which is focused on the Protected  
Person's home and bank accounts being taken from her while she lacked mental capacity. While  
originally the filing of an A-case was to streamline litigation, opposing counsel in filing a hap-

1 hazard counterclaim and third-party complaint has directly implicated these guardianship  
2 proceedings to a point where logic dictates this Court here both cases.

3 In addition, Kimberly, on behalf of the Protected Person has brought causes of action  
4 against Yeoman and Powell which fall under the guardianship statutes and this Court is better  
5 equipped to preside over such claims. The same applies to the Yeoman and Powell's recent  
6 counterclaim in Case No. A-19-807458-C, which is a slash and burn collateral attack on this  
7 Court's prior decisions in the guardianship action. Specifically, Yeoman and Powell attempt to  
8 relitigate the following issues:

- 9 • The Guardian "forcibly took" the Protected Person prior to these proceedings and  
10 as a result "intentionally caused Yeoman emotional distress."<sup>3</sup>
- 11 • The Guardian's prior power of attorney over the Protected Person were "not valid."<sup>4</sup>
- 12 • The Guardian of the Protected Person is "trespassing" as a result of her staying in  
13 the Kraft Avenue home that was wrongfully taken from the Protected Person for no  
14 compensation.<sup>5</sup>
- 15 • The Guardian has prevented the Protected Person from spending time with  
16 Yeoman.<sup>6</sup>
- 17 • The Guardian has "abused legal process" in the Guardianship case.<sup>7</sup> This is the  
18 "abuse of process" cause of action brought against the current Guardian.
- 19 • The Guardian has withheld the Protected Person from Yeoman and Yeoman now  
20 sues for "loss of consortium."<sup>8</sup>

21 All of these issues have already been litigated and discussed at length in the Guardianship  
22 case. While not actionable, the existence of these allegations creates common questions of law and  
23 fact. Yeoman, Richard, and Kandi attempt to collaterally attack the guardianship proceedings  
24  
25  
26  
27  
28

---

<sup>3</sup> Counterclaim and Third-Party Claim at ¶¶ 31-38.

<sup>4</sup> *Id.* at ¶¶ 28-29.

<sup>5</sup> *Id.* at ¶¶ 29-35.

<sup>6</sup> *Id.* at ¶¶ 37-40.

<sup>7</sup> *Id.* at ¶¶ 44-48.

<sup>8</sup> *Id.* at ¶¶ 92-103.



1 contrary to this Court's prior rulings and all of their counter-claims and third-party claims are  
2 directly related to events central to this guardianship.

3 Already, financial and medical documents have been sought and produced to the  
4 guardianship compliance officer assigned to this case and the reports from that officer implicate  
5 the same facts and issues relevant to Case No. A-19-807458-C (checking accounts, Kraft Avenue  
6 property payments, etc.). The Guardianship Compliance officer has further stated that this Court's  
7 attention should be focused on the wrongful transfer of the Kraft Avenue Property—which is the  
8 same subject of the litigation in the A-case. Additionally, counsel in both cases is identical, which  
9 makes consolidation even more appropriate when it comes to analyzing cost and time factors.  
10 Thus, given the commonality of law and fact, both cases will clearly involve the examination of  
11 the same documents and depositions of the same witnesses during discovery. Consolidation will  
12 also serve to further avoid redundant motions filed in two separate cases to be decided by two  
13 different jurists.

14 **IV. CONCLUSION**

15 Accordingly, Kimberly respectfully requests that this Court enter an order, consolidating  
16 No. A-19-807458-C, with the above-entitled matter, pursuant to NRCP 42(a) and EDCR  
17 2.50(a)(1).

18 Dated this 25th day of June, 2020.

MARQUIS AURBACH COFFING

19  
20 By /s/ James A. Beckstrom  
21 Geraldine Tomich, Esq.  
22 Nevada Bar No. 8369  
23 James A. Beckstrom, Esq.  
24 Nevada Bar No. 14032  
25 10001 Park Run Drive  
26 Las Vegas, Nevada 89145  
27 *Attorneys for Kimberly Jones, as*  
28 *Guardian of the Person and*  
*Estate of Kathleen June Jones*

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing **MOTION TO CONSOLIDATE** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 25th day of June, 2020. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:<sup>9</sup>

Ty E. Kehoe, Esq.  
KEHOE & ASSOCIATES  
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Henderson, NV 89052

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PICCOLO LAW OFFICES  
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*Attorneys for Rodney Gerald Yeoman*

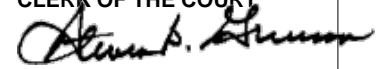
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<sup>9</sup> Pursuant to EDCR 8.05(a), each party who submits an E-Filed document through the E-Filing System consents to electronic service in accordance with NRCP 5(b)(2)(D).

# Exhibit 1



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**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

KIMBERLY JONES, AS GUARDIAN OF THE  
PERSON AND ESTATE OF KATHLEEN  
JUNE JONES, a protected person,

Case No.: A-19-807458-C  
Dept. No.: 6

Plaintiffs,

**FIRST AMENDED COMPLAINT**

**Exempt from Arbitration: NAR 3(A)**

- 1. Amount in Controversy in Excess of \$50,000.00**
- 2. Concerns Title to Real Property**
- 3. Declaratory Relief Requested**

v.

RICHARD POWELL, an individual; KANDI  
POWELL, an individual; RODNEY GERALD  
YEOMAN, an individual; DOES I-X, inclusive;  
and ROE CORPORATIONS I-X, inclusive,

Defendants.

Kimberly Jones, as Guardian of the Person and Estate of Kathleen June Jones by and through her counsel of record, Geraldine Tomich, Esq. and James A. Beckstrom, Esq. of the law firm of Marquis Aurbach Coffing, hereby complains as follows.

**PARTIES**

1. Kathleen June Jones ("June") is a protected person residing in Clark County, Nevada, represented by the guardian of her estate and person, Kimberly Jones ("Kimberly").
2. Kimberly is an individual currently residing in Clark County, Nevada.
3. June resides with Kimberly at 277 Kraft Avenue, Las Vegas, Nevada 89130 (the "Kraft Avenue Property").

7. Kandi Powell (“Kandi”) is an individual residing in Clark County, Nevada and is the daughter of Gerald.

8. Venue is proper in the Eighth Judicial District Court in Clark County, Nevada, pursuant to NRS 13.040 because (1) one or more of the Defendants reside in Clark County, Nevada; and (2) the obligations, acts, abuses, and tortious conduct complained of herein were incurred and committed, in whole or in part, within Clark County, Nevada.

9. This Court has personal jurisdiction over Defendants, pursuant to NRS 14.065 because (1) Defendants' activities and contacts in Nevada have been and continue to be so substantial, continuous, and systematic that Defendants are deemed present in the forum; (2) the obligations, acts, omissions, and tortious actions complained of herein were incurred and committed, in whole or in part, in Clark County, Nevada, and thus, Defendants have had sufficient minimum contacts with this forum such that the exercise of personal jurisdiction over them will not offend traditional notions of fair play and substantial justice.

**KATHLEEN JUNE JONES**

12. In 2002, June was engaged to Walter Tormala (“Walter”) where they resided together at 6277 Kraft Avenue, Las Vegas, NV (the “Kraft Avenue” property).

1           13.     Walter had purchased the Kraft Avenue property for approximately \$145,000.00  
2 in 1996.

3           14.     In 2004, Walter executed a quitclaim deed, transferring his interest in the Kraft  
4 Avenue property to June as the sole owner.

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

7           16.     On June 6, 2007, Walter passed away and June was left to reside in the Kraft  
8 Avenue property where she continued to maintain all mortgage payments thereon.

9           17.     In 2009, June married Gerald.

10          18.     On October 24, 2012, June consulted an attorney and executed a Durable  
11 Financial Power of Attorney, in which she designated Kimberly as her attorney-in-fact.

12          19.     Gerald, Richard, and Kandi were aware of June's Durable Financial Power of  
13 Attorney and Health Care Power of Attorney since approximately 2016.

14          20.     Since early 2016, June's mobility, memory and cognition have been in steady  
15 decline.

16          21.     Following hip surgeries prior to 2016, June's cognitive function was reduced to  
17 the extent June stopped writing checks, managing her finances, grocery shopping, or performing  
18 other routine daily tasks.

19          22.     June's medical records confirm that in early 2016 June expressed she was unable  
20 to handle banking or major purchases.

21          23.     June has not driven a car since approximately 2013.

22          24.     From 2016 to present, June's children, Gerald, Richard, and Kandi have  
23 witnessed June's inability to perform basic household tasks and severe cognitive impairment.

24          25.     During this time period June was diagnosed was treated with medications to treat  
25 cognitive decline, including but not limited to declines associated with advanced dementia.

26          26.     During this time Gerald, Richard, and Kandi knew which medications June was  
27 taking to treat cognitive impairments, dispensed those drugs to June, and/or assisted in the  
28 delivery of those drugs to June.

1           27.     Since her marriage to Gerald, June and Gerald resided together at the Kraft  
2 Avenue property.

3           28.     In or about March of 2019, Gerald began having serious medical complications  
4 which required him to be hospitalized and prohibited Gerald from being able to properly care for  
5 June.

6           29.     Around the time Gerald began having serious medical complications, Gerald's  
7 family, specifically Richard and Kandi assisted, paid for, or facilitated medical care for June.

8           30.     On September 5, 2019, June's physician at the Luo Ruvo Center, Dr. Marwan  
9 Sabbagh, certified that June suffers from degenerative neurological disorder resulting in  
10 impairment of memory, judgment and other cognitive functions.

11          31.     Dr. Marwan further found that June is not capable of handling her own affairs,  
12 including medical, financial, and legal decisions, and requires a guardian.

13          32.     Starting in approximately 2016, June was incompetent as a person who, by reason  
14 of mental illness, mental deficiency, advanced age, disease, weakness of mind or any other  
15 cause, is unable, without assistance, properly to manage and take care of herself or her property.

16          33.     Starting in approximately 2016, June was unable to receive and evaluate  
17 information or make or communicate decisions to such an extent that the person lacks the ability  
18 to meet essential requirements for physical health, safety or self-care without appropriate  
19 assistance. See NRS 159.019.

20          34.     Pursuant to NRS 41.1395, June being over 60 years of age during the relevant  
21 time period covering each allegation stated herein is an older person.

22          35.     Pursuant to NRS 41.1395, June was a vulnerable person based on her lack of  
23 mental competency, which was known to each named Defendant.

24               **KIMBERLY AND HER SIBLINGS DISCOVER JUNE IS BEING FINANCIALLY**  
25               **EXPLOITED**

26          36.     In or around March 2019, Kimberly and her siblings discovered the Kraft Avenue  
27 Property had been "sold" on January 16, 2018 for \$100,000 less than fair market value to  
28 Richard and Kandi.

1           37.     When June's daughters asked June about this, June was not aware her house was  
2 sold and became distraught at the thought her home was no longer hers. Till present, June  
3 believes she is the owner of the Kraft Avenue Property.

4           38.     June did not receive cash for this "sale" and this \$100,000 deficiency in value is  
5 reflected on the Declaration of Value form that Richard prepared and recorded with the Clark  
6 County Recorder's Office along with the purported deed.

7           39.     None of June's bank accounts have received a single penny from the "sale" of the  
8 Kraft Avenue property to Richard and Kandi.

9           40.     Kimberly and her siblings further discovered that June, lacking any legal  
10 competence, apparently "signed" a deed transferring the Kraft Avenue property to Richard  
11 (which Richard prepared), but June maintained no recollection of agreeing to or signing such a  
12 document.

13          41.     Gerry knowing, he maintained no ownership interest in the Kraft Avenue Property  
14 also participated in the fraudulent transfer of the Kraft Avenue Property by signing a "spousal  
15 deed" disclaiming any interest in the Kraft Avenue Property.

16          42.     All documents concerning the transfer of the Kraft Avenue Property were  
17 prepared at the direction of Richard, Kandi, and Gerald who worked together to establish the  
18 material terms of the transfer.

19          43.     Richard and Kandi paid for the transfer documents pertaining to the Kraft Avenue  
20 property to be drafted, recorded, and acknowledged.

21          44.     Richard, Kandi, and Gerald were aware June had severe cognitive improvement,  
22 could not manage her own finances, and had a financial power of attorney at the time the transfer  
23 documents were prepared and signed.

24          45.     Richard, Kandi, and Gerald never provided June independent legal counsel during  
25 the time the Kraft Avenue property was transferred.

26          46.     June continues to deny she signed a deed for the Kraft Avenue property and does  
27 not recall any events surrounding the alleged transfer.  
28



1           47.     In or about March 2019 or April 2019, Kimberly asked June if she transferred the  
2 Kraft Avenue property and June was in utter disbelief that her home was transferred.

3           48.     During the time in which the Kraft Avenue property was allegedly transferred,  
4 June lacked any competency to enter into a contract, make informed decisions, or understand the  
5 nature of her bounty.

6           49.     During the time in which the Kraft Avenue property was sold and for the time  
7 preceding the transfer, June was renting empty rooms in the Property for supplemental income.

8           50.     Since obtaining title to the Property, Richard has caused June's supplemental  
9 rental income to seize.

10          51.     Each time June is informed the Kraft Avenue Property was deeded away from  
11 her, she becomes physically sick and mentally distraught.

12          52.     During the time in which the Kraft Avenue property was transferred to Richard,  
13 Richard was a "Related Person" as defined within NRS 155.0945.

14          53.     During the time in which the Kraft Avenue property was transferred to Richard,  
15 June was a "Dependent Adult" as defined within NRS 155.0937.

16          54.     June was not provided an "independent attorney" at or around the time in which  
17 the Kraft Avenue property was transferred to Richard as defined in NRS 155.0937.

18          55.     Richard materially participated in the material provisions of the transfer  
19 instrument (the deed) or arranged for such an instrument to be created by an agent acting under  
20 his authority.

21          56.     When Kimberly confronted Richard about the sale of the Property, Richard  
22 promised accountings and an explanation, but since has failed to provide any viable explanation  
23 or accounting.

24          57.     Richard knowing June's condition, took advantage of June, and exploited and  
25 unduly influenced June to sell the house to Richard and/or his wife Kandi.

26          58.     Upon information and belief, Gerald, Richard, and Kandi together worked  
27 together to take control of June's finances in order to benefit themselves to the detriment of June.  
28

1           59. Accordingly, Kimberly made a complaint and initiated an elder abuse  
2 investigation with Nevada Adult Protective Services (“APS”) and with the Las Vegas  
3 Metropolitan Police Department (“LVMPD”) elder abuse detail.

4           60. Since illegally obtaining ownership to the Kraft Avenue property, Richard has  
5 attempted to evict Kimberly (and June) from the Property.

6                           **JUNE’S FINANCIAL ACCOUNTS ARE RAIDED.**

7           61. After the sale of the Kraft Avenue property was discovered, Kimberly began  
8 reviewing June’s bank accounts with various financial institutions.

9           62. Gerald and Richard (despite neither having signatory authority) consistently wrote  
10 checks from June’s separate checking account for various items and even removed June from her  
11 marital checking accounts at Chase Bank (depriving June of her share of at least \$40,000).

12           63. On or around September 4, 2019, Richard utilized June’s account to extract up to  
13 \$1,000 in cash from an ATM machine without authority.

14           64. Richard and Gerald have never been signatories on June’s financial account  
15 relevant to the September 4, 2019 cash withdrawal.

16           65. In or about 2003, June and Kimberly opened a joint account at Bank of America  
17 in which June deposited her social security income and from which her bills were paid. June  
18 additionally deposited rents she received from the Anaheim Property.

19           66. Kimberly has discovered that a number of checks were written by Gerald and/or  
20 Richard from June and Kimberly’s joint Bank of America Account, despite the fact that neither  
21 Gerald, nor Richard has signatory authority on the account.

22           67. On or about November 2017, Gerald and Richard removed June from her marital  
23 accounts she shared with Gerald at Chase Bank, and concurrently made Richard a joint-owner on  
24 such accounts.

25           68. Upon information and belief, Gerald and Richard have also withheld and/or  
26 utilized tens of thousands of dollars in gift cards provided to June by her daughter Robyn for  
27 their own personal benefit.

28

3                   70.     Upon information and belief, Richard has likewise unduly influenced and  
4     exploited his father-in-law, committed these acts without his father-in-law's knowledge, or  
5     conspired with his father-in-law to accomplish this act.

71. Richard's actions when combined with Gerald's physical and mental capacity or lack thereof, presents actionable legal claims between Gerald and Richard, which are non-waivable conflicts of interest.

## FIRST CAUSE OF ACTION

**(Against all Defendants)**

72. Kimberly realleges and incorporates by reference each allegation contained  
above, as if they were fully set forth herein.

73. Defendants wrongfully obtained, gained, and utilized June's assets (money within bank accounts, real property, and personal property) in a manner unknown, improper and unauthorized manner.

74. Specifically, Richard, Kandi, and Gerald withdrew money belonging to June from June's bank account in September 2019 and on other dates throughout 2018-2019.

75. Richard, Kandi, and Gerald also wrote checks from June's accounts for their own personal benefit, including dozens of checks from Gerald to his own bank accounts.

76. Upon information and belief, Richard, Kandi, and Gerald are also in the possession of a motor vehicle and recreational vehicle owned by June.

23 77. Defendants intentionally exercised dominion and control over June's personal  
24 property by transferring and utilizing June's funds and gift cards for their own personal expense  
25 and benefit.

26           78. Defendants continue to wrongfully withhold June's money and gift cards, which  
27 are her sole and separate personal property.

1 79. Defendants have refused to return the money, gift cards, or vehicles identified  
2 above.

3 80. Defendants knew and/or should have known that June lacked the cognitive  
4 function and capacity to understand the nature of her bounty, to enter into a contract, or make  
5 informed decisions during the time period of the above stated acts.

6 81. Defendants knew June was an older person pursuant to NRS 41.1395, as she is  
7 over 60 years of age and was similarly a vulnerable person based on her lack of mental  
8 competency.

9 82. Specifically, Defendants without authority withdrew money from June's financial  
10 institutions and fraudulently induced June, who lacked capacity, to remove herself from her joint  
11 checking accounts.

12 83. Defendants' abuse and control of the above stated personal property has deprived  
13 June of the financial benefit and enjoyment from all the above stated property.

14 84. As a direct and proximate result of Defendants' conversion of June's property,  
15 June has been damaged in excess of \$15,000 plus interest thereon, in an amount to be determined  
16 at trial.

17 85. Defendants above stated actions were done with a conscious disregard for June's  
18 rights and with malice, intended to harm June financially, thus warranting the imposition of  
19 punitive damages.

20 86. It has become necessary for Kimberly to retain the services of Marquis Aurbach  
21 Coffing to prosecute this action, and Kimberly on behalf of June is entitled to an award of  
22 attorney's fees, costs and interest, pursuant to Nevada law.

23 87. As a result of Defendants reckless, fraudulent, oppressive, and malicious conduct,  
24 June is entitled to statutory attorney fees, costs, and double damages pursuant to NRS 41.1395.

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**SECOND CAUSE OF ACTION**  
**RETURN OF PROPERTY OF PROTECTED PERSON PURSUANT TO NRS 159.305**

**(Against all Defendants)**

88. Kimberly realleges and incorporates by reference each allegation contained above, as if they were fully set forth herein.

89. To the extent NRS 159.305 and/or NRS 159.315 is a remedy rather than a cause of action, Plaintiff pleads as such.

90. June is a protected person under NRS 159.305.

91. NRS 159.305 empowers a guardian of a protected person to petition the court that “(a) That a person has or is suspected to have concealed, converted to his or her own use, conveyed away or otherwise disposed of any money, good, chattel or effect of the protected person; or (b) That the person has in his or her possession or knowledge any deed, conveyance, bond, contract or other writing which contains evidence of, or tends to disclose the right, title or interest of the protected person or proposed protected person in or to, any real or personal property, or any claim or demand, the judge may cause the person to be cited to appear before the district court to answer, upon oath, upon the matter of the petition.”

92. Pursuant to NRS 159.315 if the court finds, after examination of a person cited pursuant to NRS 159.305, that the person has committed an act within NRS 159.305, “the court may order the person to return the asset or the value of the asset to the guardian of the estate; or the court may order the person to return the asset or provide information concerning the location of the asset to the guardian of the estate.”

93. Pursuant to NRS 159.315(3) an order of the court pursuant to NRS 159.315(1) is prima facie evidence of the right of the proposed protected person or the estate of the protected person to the asset described and any judgment recovered therein must be double the value of the asset, and damages in addition thereof equal to the value of such property.

94. Richard, Kandi, and/or Gerald have wrongfully retained real and personal property belonging to June, including but not limited to money, gift cards, automobiles, the Kraft

1 Avenue Property, and other personal property expected to be discovered upon a further financial  
2 audit of June's finances.

3 95. It has become necessary for Kimberly to retain the services of Marquis Aurbach  
4 Coffing to prosecute this action, and Kimberly on behalf of June is entitled to an award of  
5 attorney's fees, costs and interest, pursuant to Nevada law.

6 **THIRD CAUSE OF ACTION**  
7 **INTENTIONAL MISREPRESENTATION / FRAUDULENT INDUCEMENT**

8 **(Against all Defendants)**

9 96. Kimberly realleges and incorporates by reference each allegation contained  
10 above, as if they were fully set forth herein.

11 97. Upon information and belief, Richard, Kandi, and/or Gerald conspired with one  
12 another to make knowingly false representations to June during a time in which they knew or  
13 should have known June lacked the requisite mental capacity to enter into a contract (transfer the  
14 Kraft Avenue property).

15 98. Upon information and belief, these aforementioned false representations were  
16 presented to June as a superior financial option to induce June to sign over the Kraft Avenue  
17 Property to Richard and Kandi.

18 99. Upon information and belief, June was falsely assured that the transfer of her  
19 Property was for fair market value, when Richard, Kandi, and Gerald knew it was not.

20 100. Upon information and belief, June was not informed as to the contents of the  
21 document she was signing (the deed), and was told the document related to something other than  
22 the transfer of the Kraft Avenue property.

23 101. Had June maintained the requisite mental capacity or been presented with the true  
24 value of the Kraft Avenue property, the pitfalls of transferring the property, or that the Property  
25 would no longer owned by her, June would not have entered into any agreement to transfer the  
26 Property.

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102. Richard, Kandi, and/or Gerald falsely represented to June that she was being fairly compensated for the transfer of the Kraft Avenue property, when Richard, Kandi, and Gerald knew the transfer of the Kraft Avenue Property was \$100,000 or more below fair market value.

103. Richard, Kandi, and/or Gerald falsely represented to June that she would receive money if she sold the Kraft Avenue property.

104. Richard, Kandi, and/or Gerald intended to induce June to transfer the Kraft Avenue property to Richard to benefit them financially.

105. Richard, Kandi, and Gerald knew Kimberly was June's financial power of attorney and that June had been unable to make financial decisions without assistance for years, but intentionally refused to notify Kimberly, or effectuate the transfer of the Kraft Avenue property with Kimberly.

106. Upon information and belief, Richard, Kandi, and Gerald working with one another, falsely presented themselves to June's above described financial institutions (Bank of America and Chase Bank) and without authority withdrew substantial funds from June's accounts.

107. June, nor Kimberly authorized the withdraw of any funds from these accounts and to the extent Richard, Kandi, or Gerald contend otherwise, such authority was procured through knowingly false representations, including but not limited to false statements that the money was necessary to pay June's expenses and false statements that the money was need to pay for June's rental property in California.

108. June, as an incapacitated person relied on Richard, Kandi, and/or Gerald in signing the deed to the Kraft Avenue property to Richard and providing any authority to withdraw funds from her bank accounts.

109. The misrepresentations by Richard, Kandi, and/or Gerald were knowingly false, not in the best interest of June, and designed to extract money from June for their own benefit.

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1 110. Upon information and belief, Richard, Kandi, and/or Gerald made false  
2 representations to financial institutions on behalf of June in order to remove June from her  
3 account at Chase Bank.

4 111. June has suffered extensive damages as a result of the above stated fraud, as she  
5 has been deprived of the equity in the Kraft Avenue property, the continued increase in value of  
6 the Kraft Avenue property, her ability to obtain a mortgage on the Kraft Avenue property, and  
7 deprived of funds from her financial accounts which she requires for the support of her health  
8 and maintenance.

9 112. For each of the above stated instances of fraud, Richard, Kandi, and/or Gerald  
10 falsely represented to June that each of the described actions were to advance June's financial  
11 benefit—a false statement.

12 113. Upon information and belief, Richard, Kandi, and/or Gerald knowingly provided  
13 June with false information regarding her finances with the intent of inducing June (in a  
14 diminished capacity) to rely on those representations.

15 114. But for the misrepresentations stated above, June would have never taken any  
16 action to transfer of the Kraft Avenue property or provide Richard, Kandi, or Gerald access to  
17 her bank accounts.

18 115. As a direct and proximate result of Defendants' intentional misrepresentation and  
19 fraudulent inducement, June has been damaged in excess of \$15,000 plus interest thereon, in an  
20 amount to be determined at trial.

21 116. Defendants above stated actions were done with a conscious disregard for June's  
22 rights and with malice, intended to harm June financially, thus warranting the imposition of  
23 punitive damages.

24 117. It has become necessary for Kimberly to retain the services of Marquis Aurbach  
25 Coffing to prosecute this action, and Kimberly on behalf of June is entitled to an award of  
26 attorney's fees, costs and interest, pursuant to Nevada law.

27 118. As a result of Defendants reckless, fraudulent, oppressive, and malicious conduct,  
28 June is entitled to statutory attorney fees, costs, and double damages pursuant to NRS 41.1395.



**FOURTH CAUSE OF ACTION**  
**CIVIL CONSPIRACY**

**(Against all Defendants)**

119. Kimberly realleges and incorporates by reference each allegation contained above, as if they were fully set forth herein.

120. Richard, Kandi, and Gerald, by acting in concert, intended to accomplish the unlawful objective of depriving June of her personal property, retirement monies, bank accounts, the Kraft Avenue property and other assets in Defendants' custody and care.

121. Specifically, Richard, Kandi, and Gerald discussed, planned, and agreed to terms of the claimed Kraft Avenue purchase price, paid to have material terms of transfer documents concerning the Kraft Avenue property drafted, facilitated, and arranged for June to sign the transfer documents—all the while knowing June suffered from severe cognitive impairment, could not make financial decisions on her own, and intentionally leaving June's financial power of attorney in the dark regarding the claimed transfer.

122. In regards to the Kraft Avenue transfer, Richard, Kandi, and Gerald further discussed a less than fair market value purchase price as well as their affirmative plan to not transfer any money to June for the purchase price of the Kraft Avenue property—which occurred.

123. After discussing the terms of the transfer for the Kraft Avenue property, Defendants acted on their discussions and presented knowingly false documents to June, specifically

124. Gerald pressured and misrepresented facts to June regarding the Kraft Avenue property at the direction and order of Richard and Kandi.

125. Gerald took affirmative actions at the direction of Richard and Kandi when he agreed to sign a spousal deed disclaiming any interest in the Kraft Avenue property, knowing he never maintained any such interest.

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1 126. For each of the stated instances of fraud, conversion, breach of food faith and fair  
2 dealing, and breach of fiduciary duty plead herein, Plaintiff asserts that Richard, Kandi, and/or  
3 Gerald acted in concert with one another to accomplish each stated unlawful objective.

4 127. Richard, Kandi, and Gerald consulted, agreed, and together withdrew large sums  
5 of money in excess of \$25,000 from June's personal bank accounts and joint accounts to benefit  
6 themselves. These transfers include numerous checks written by Gerald to himself in which he  
7 gave to Richard and/or Kandi or siphoned to his own personal accounts.

8 128. To date, Gerald, Richard, and Kandi continue to work together to retain the  
9 wrongfully withheld money from June's bank account, the Kraft Avenue property, and upon  
10 information and belief vehicles belonging to June.

11 129. As a direct and proximate result of Defendants' concerted tortious actions  
12 described herein, June has been damaged in excess of \$15,000 plus interest thereon, in an  
13 amount to be determined at trial.

14 130. Defendants above stated actions were done with a conscious disregard for June's  
15 rights and with malice, intended to harm June financially, thus warranting the imposition of  
16 punitive damages.

17 131. It has become necessary for Kimberly to retain the services of Marquis Aurbach  
18 Coffing to prosecute this action, and Kimberly on behalf of June is entitled to an award of  
19 attorney's fees, costs and interest, pursuant to Nevada law.

20 132. As a result of Defendants reckless, fraudulent, oppressive, and malicious conduct,  
21 June is entitled to statutory attorney fees, costs, and double damages pursuant to NRS 41.1395.

22 **FIFTH CAUSE OF ACTION**  
23 **ELDER ABUSE PURSUANT TO NRS 41.1395.**

24 **(Against all Defendants)**

25 133. Kimberly realleges and incorporates by reference each allegation contained  
26 above, as if they were fully set forth herein.

27 134. To the extent NRS 41.1395 is a remedy or enhancement of penalty, Plaintiff  
28 pleads as such.

135. June is an "older person" pursuant to NRS 41.1395, as she is over 60 years of age.

136. At all times at issue to this litigation, June has been incompetent as a person who, by reason of mental illness, mental deficiency, advanced age, disease, weakness of mind or any other cause, is unable, without assistance, properly to manage and take care of herself or her property.

137. Pursuant to NRS 41.1395, June being over 60 years of age during the relevant time period covering each allegation stated herein is a person subject to the protections of NRS 41.1395.

138. Pursuant to NRS 41.1395, June was a vulnerable person based on her lack of mental competency, which was known to each named Defendant.

139. Defendants were in a position of trust and confidence to June, whereby June was dependent on Defendants for food, personal hygiene, medication, and transportation.

140. Defendants knew June had been diagnosed with severe cognitive impairment in 2016 and was dependent on Defendants for bathing, grooming, and assistance with her medications, including her dementia medication.

141. Defendants together exploited June to obtain control of her finances and her person by deceiving and unduly influencing June in regards to the above stated transfer concerning the Kraft Avenue property, personal bank accounts, and the above stated personal property.

142. Defendants working together to accomplish the unlawful exploitation stated above, pressured June into deeding away the Kraft Avenue house in an effort to benefit themselves financially.

143. Each of the above stated actions were set in motion with the intent to permanently deprive and remove June from the rights, benefits, ownership, and possession of her money, the Kraft Avenue property, gift cards, and vehicles as more fully stated in the preceding paragraphs.

144. To date, June continues to be deprived of her money, the Kraft Avenue property, and other personal property.

///

1 145. June has suffered a loss of money and property as result of financial exploitation  
2 as further detailed above.

3 146. Richard, Kandi, and Gerald were all in a position of trust and confidence with  
4 June, as they were her close family members who represented they were acting in the best  
5 interest of June.

6 147. June relied on the representations of Richard, Kandi, and Gerald that they were  
7 acting in her best interest and trusted confidants.

8 148. As more fully described in the preceding paragraphs, Defendants have converted  
9 June's money, assets, and property (real and personal) to June's detriment.

10 149. The above stated conduct constitutes financial exploitation of an older person  
11 pursuant to NRS 41.1395.

12 150. As a result of Defendants financial exploitation of June, June has suffered severe  
13 mental anguish and distress.

14 151. Pursuant to NRS 41.1395, June is entitled to two times the actual damages  
15 incurred.

16 152. As a result of Defendants reckless, fraudulent, oppressive, and malicious conduct,  
17 June is entitled to statutory attorney fees, costs, and double damages pursuant to NRS 41.1395.

18 **SIXTH CAUSE OF ACTION**  
19 **DECLARATORY RELIEF**

20 **(Against all Defendants)**

21 153. Kimberly realleges and incorporates by reference each allegation contained  
22 above, as if they were fully set forth herein.

23 154. NRS 30.040 authorizes this Court to obtain a declaration of rights to any written  
24 contract or deed in which a dispute exists.

25 155. A dispute over the deed transferring the Kraft Avenue property from June to  
26 Richard exists, wherein June, through her Guardian Kimberly, disputes the validity of the deed  
27 and asserts the deed was obtained by way of undue influence, fraud, or lack of competency.  
28

1           156.   NRS 155.097 and all applicable statutes associated therein state that any transfer  
2 instrument made through the product of fraud, duress, or undue influence is void, with the person  
3 responsible for such conduct bearing the cost of the proceedings, including all reasonable  
4 attorney's fees and costs.

5           157.   Pursuant to NRS 155.097 the transfer of the Kraft Avenue property is presumed  
6 void.

7           158.   A dispute further exists as to the authority of Richard, Kandi, and/or Gerald had to  
8 remove June from her marital accounts at Chase Bank and to withdraw money from June's Bank  
9 of America account.

10          159.   June therefore seeks a declaration from this Court as follows:

- 11                   a.    Declaring June as the sole owner of the Kraft Avenue property;
- 12                   b.    Declaring a rebuttable presumption that the Kraft Avenue property was  
13 transferred by way of undue influence including all rights and remedies available under NRS  
14 155.097;
- 15                   c.    Declare Richard lacks any legal right or title to the Kraft Avenue property;
- 16                   d.    Declare June's wrongfully diminished bank accounts which suffered  
17 unauthorized monetary withdraws from Defendants are June's separate property pursuant to  
18 NRS 123.130;
- 19                   e.    Declare the removal of June from the Chase Bank account invalid; and
- 20                   f.    Declare that Richard, Kandi, and Gerald had no right or authority to access  
21 June's Bank of America account.

22          160.   Such declarations will resolve the disputes of the aforementioned parties.

23          161.   Plaintiff respectfully request that this Honorable Court resolve and declare the  
24 rights of the parties herein.

25          162.   As a direct and proximate result of the actions described herein which forced this  
26 declaratory action, June has been damaged in excess of \$15,000 plus interest thereon, in an  
27 amount to be determined at trial.

28

1 163. It has become necessary for Kimberly to retain the services of Marquis Aurbach  
2 Coffing to prosecute this action, and Kimberly on behalf of June is entitled to an award of  
3 attorney's fees, costs and interest, pursuant to Nevada law, including but not limited to NRS  
4 155.097 and NRS 159.315.

5 **SEVENTH CAUSE OF ACTION**  
6 **BREACH OF FIDUCIARY DUTY AND AIDING AND**  
7 **ABETTING BREACH OF FIDUCIARY DUTY**

8 **(Against all Defendants)**

9 164. Kimberly realleges and incorporates by reference each allegation contained  
10 above, as if they were fully set forth herein.

11 165. Gerald as the husband of June has and continues to owe June a fiduciary duty to  
12 act in a just, equitable, and transparent fashion.

13 166. As a fiduciary, Gerald was required to make a full disclosure of all material facts  
14 within his knowledge in anything related to marital affairs, including the finances of the  
15 marriage.

16 167. Gerald, through the assistance of his conspirators as more fully described in the  
17 preceding paragraphs all which are incorporated by reference, Richard and Kandi, took  
18 affirmative action to breach each of these above stated fiduciary duties by (1) removing June  
19 from her marital accounts without permission, notice, or discussion; (2) removing June's interest  
20 in the Kraft Avenue Property or facilitating the removal through encouragement, deceit, and  
21 misrepresentation; and (3) usurping funds of June (including gift cards) without her permission  
22 or knowledge.

23 168. As trusted a trusted confidant and caretaker of June, Gerald owed June a fiduciary  
24 duty not to pilfer, control, and/or take from June's accounts, property, assets, and money.

25 169. Richard, Gerald, and Kandi were aware June relied on them to act in her best  
26 interest, including her financial interests and Richard, Gerald, and Kandi affirmatively  
27 represented that at all times relevant to this case they were serving in the best interest of June.

28 170. Defendants through their conspiracy breached that fiduciary duty by wrongfully  
gaining access and obtaining assets, monies, property, and real property of June.

171. Richard and Kandi aided and abetted the above described breaches of fiduciary duties to June by knowingly inducing or rendering substantial assistance to Gerald in committing the acts described herein.

172. Richard, Kandi, and Gerald collectively represented they were acting in the best interest of June by representing the transfer of the Kraft Avenue property was in June's best interest, when they knew that representation was false.

173. The substantial assistance of Richard and Kandi included among other things, assisting Gerald in transferring funds from June's separate property bank accounts and removing June from her joint checking account with Gerald.

174. As a direct and proximate result of Defendants' concerted tortious actions described herein, June has been damaged in excess of \$15,000 plus interest thereon, in an amount to be determined at trial.

175. It has become necessary for Kimberly to retain the services of Marquis Aurbach Coffing to prosecute this action, and Kimberly on behalf of June is entitled to an award of attorney's fees, costs and interest, pursuant to Nevada law.

**EIGHTH CAUSE OF ACTION**  
**RECISSION OF INSTRUMENT / QUIET TITLE**  
**(Against Richard and Kandi)**

176. Kimberly realleges and incorporates by reference each allegation contained above, as if they were fully set forth herein.

177. Pursuant Nev. Rev. Stat. § 40.010, this Court is empowered to declare the rights and legal relations of the parties in this matter.

178. A justiciable controversy exists between the Parties as both June and Richard have made conflicting claims to title of the Property, wherein Richard contends he is the lawful owner of the Property and June, through her guardian contends to the contrary.

179. June is the legal and equitable owner of the Property, having received the Property from her prior husband as her sole and separate property.

180. Richard's deed from June for the Kraft Avenue property as a matter of law must be rescinded based on the above stated fraud, undue influence, and June's lack of capacity.

181. Pursuant to NRS 155.097, the transfer of the Kraft Avenue property from June to Richard was the product of fraud, duress, and/or undue influence and is therefore void.

182. Pursuant to NRS 155.097 the transfer of the Kraft Avenue property from June to Richard is presumed void as a matter of law.

183. Pursuant to NRS 155.097, Richard "shall bear the costs of the proceedings, including, without limitation, reasonable attorney's fees."

184. During the time in which the Kraft Avenue property was allegedly transferred, June lacked any competency to enter into a contract, make informed decisions, or understand the nature of her bounty.

185. Upon information and belief, Richard materially participated in the drafting of material provisions of the transfer instrument (the deed) or arranged for such an instrument to be created by an agent acting under his authority.

186. As a direct and proximate result of Defendants' concerted tortious actions described herein, June has been damaged in excess of \$15,000 plus interest thereon, in an amount to be determined at trial.

187. It has become necessary for Kimberly to retain the services of Marquis Aurbach Coffing to prosecute this action, and Kimberly on behalf of June is entitled to an award of attorney's fees, costs and interest, pursuant to Nevada law (NRS 155.097).

**NINTH CAUSE OF ACTION**  
**TORTIOUS BREACH OF THE IMPLIED COVENANT OF**  
**GOOD FAITH AND FAIR DEALING**

**(Against all Defendants)**

188. Kimberly realleges and incorporates by reference each allegation contained above, as if they were fully set forth herein.

189. Defendants' fraudulently misrepresented their intentions, designs and activities to wrongfully obtain the property, money, and accounts of June.



1           190. In addition to Defendants' fraudulent misrepresentations in connection with the  
2 withdraw and transfer of money from June's bank accounts and the transfer of the Kraft Avenue  
3 property, every contract in Nevada includes the covenant to deal and bargain in good faith.

4           191. The transfer of the Kraft Avenue property, specifically the deed in favor of  
5 Richard and Kandi constituted a contract, while although challenged, carries with it the duty of  
6 good faith and fair dealing.

7           192. The transfer of the Kraft Avenue property was effectuated through the agreement  
8 of each named Defendant who collectively prepared and contemplated the transaction to the  
9 detriment of June.

10          193. Defendants at all times relevant to this case maintained a special relationship with  
11 June, based on their position of trust and confidence.

12          194. Defendants intentional acts to deprive June of the benefit of the proclaimed  
13 bargain in selling the Kraft Avenue property constitutes perfidious misconduct.

14          195. As a direct and proximate result of Defendants' concerted tortious actions  
15 described herein, June has been damaged in excess of \$15,000 plus interest thereon, in an  
16 amount to be determined at trial.

17          196. Defendants above stated actions were done with a conscious disregard for June's  
18 rights and with malice, intended to harm June financially, thus warranting the imposition of  
19 punitive damages.

20          197. Defendant's above stated actions constitute elder abuse which mandates the  
21 imposition of treble damages and attorney's fees.

22          198. It has become necessary for Kimberly to retain the services of Marquis Aurbach  
23 Coffing to prosecute this action, and Kimberly on behalf of June is entitled to an award of  
24 attorney's fees, costs and interest, pursuant to Nevada law.

25       ///

26       ///

27       ///

28       ///

**TENTH CAUSE OF ACTION**  
**INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

**(Against all Defendants)**

199. Kimberly realleges and incorporates by reference each allegation contained above, as if they were fully set forth herein.

200. Gerald and Richard having intentionally withheld June's property from her, to wit the Kraft Avenue Property and June's separate property (money) and after being informed of June's status as a protected person constitutes extreme and outrageous conduct.

201. The affirmative actions of each named Defendant in working together to fraudulently transfer the Kraft Avenue property from June for no consideration further constitutes extreme and outrageous conduct which transcends all bounds of societal decency.

202. Defendants' wrongful retention of the above stated property constitute abuse of an older person, protected person, and vulnerable person as defined by NRS 41.1395, as it was an intentional action of inflicting psychological and emotional anguish, and distress on June.

203. June has suffered severe and extreme emotional distress as a result of being deprived of her personal property (money) and her beloved Kraft Avenue property, this distress has manifested itself in physical symptoms of uncontrolled defecation, anxiety, and depression.

204. But for Defendants' intentional acts to keep June's property from her, June would not have suffered the above described injuries.

205. As a direct and proximate result of Defendants' concerted tortious actions described herein, June has been damaged in excess of \$15,000 plus interest thereon, in an amount to be determined at trial.

206. Defendants above stated actions were done with a conscious disregard for June's rights and with malice, intended to harm June financially, thus warranting the imposition of punitive damages.

207. It has become necessary for Kimberly to retain the services of Marquis Aurbach Coffing to prosecute this action, and Kimberly on behalf of June is entitled to an award of attorney's fees, costs and interest, pursuant to Nevada law.

1 WHEREFORE, Kimberly on behalf of the protected person, in addition to the relief  
2 stated herein prays for the following relief:

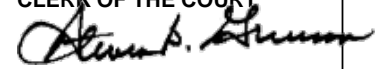
- 3 1. For an award of damages in excess of \$15,000.00;
- 4 2. For statutory attorneys' fees and costs, including post-judgment fees and costs  
5 pursuant to Nevada law, including but not limited to NRS 155.097, NRS 159.315, NRS 18.010;  
6 and NRS 41.1395;
- 7 3. For an award of attorney fees as special damages, subject to supplementation;
- 8 4. Pre and post judgment interest;
- 9 5. For rescission of the deed transferring the Kraft Avenue Property;
- 10 6. For declaratory judgment as stated above and an order quieting title;
- 11 7. Punitive damages against Defendants;
- 12 8. Enhanced damages pursuant to NRS 41.1395 and NRS 159.315;
- 13 9. Interest on each attorney fee and cost invoice paid from the date of payment  
14 through the date of collection; and
- 15 10. For any further relief as the Court deems to be just and proper.

16 Dated this 5th day of March, 2020.

17 MARQUIS AURBACH COFFING

18  
19 By /s/ James A. Beckstrom  
20 Geraldine Tomich, Esq.  
21 Nevada Bar No. 8369  
22 James A. Beckstrom, Esq.  
23 Nevada Bar No. 14032  
24 10001 Park Run Drive  
25 Las Vegas, Nevada 89145  
26  
27  
28

## Exhibit 2



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Attorneys for Rodney Gerald Yeoman

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

KIMBERLY JONES, AS GUARDIAN OF THE  
PERSON AND ESTATE OF KATHLEEN JUNE  
JONES, a protected person,

Plaintiff,

vs.  
RICHARD POWELL, an individual; KANDI  
POWELL, an individual; RODNEY GERALD  
YEOMAN, an individual; DOES I-X, inclusive; and  
ROE CORPORATIONS I-X, inclusive,

Defendants.

CASE NO. A-19-807458-C  
DEPT. NO. 6

**ANSWER, COUNTERCLAIMS, AND THIRD  
PARTY CLAIMS**

RICHARD POWELL, KANDI POWELL,  
Counter-Claimants,

vs.

KIMBERLY JONES, AS GUARDIAN OF THE  
PERSON AND ESTATE OF KATHLEEN JUNE  
JONES, a protected person,

Counter-Defendant.

RICHARD POWELL, KANDI POWELL,  
RODNEY GERALD YEOMAN,

Third Party Claimants,

vs.

KIMBERLY JONES, an individual, and DEAN  
LOGGANS, an individual;

Third Party Defendant.

**ANSWER**

Richard Powell, Kandi Powell, and Rodney Gerald Yeoman (“Gerry”), husband of Kathleen June Jones (“June”), by and through their counsel Ty E. Kehoe, Esq. and Matthew C. Piccolo, Esq., hereby answer the First Amended Complaint (“Complaint”) filed by Plaintiff as follows. Anything not specifically admitted herein is deemed denied.

1. Defendants are without sufficient knowledge to admit or deny the allegations contained in Paragraph(s) 2, 10, 12, 13, 14, 15, 16, 18, 22, 25, 30, 31, 37, 43, 46, 47, 51, 59, 61, 64, 65, 66, 69, 89, 134, 155, 158, 159, 160, 161.
2. Defendants admit the allegations contained in Paragraph(s) 1, 3, 4, 6, 7, 11, 17, 23, 29, 45.
3. Defendants repeat and reallege the relevant answers in relation to Paragraph(s) 72, 88, 96, 119, 133, 153, 164, 176, 188, 199.
4. Defendants state that the allegations in the following Paragraph(s) are simply Plaintiff’s interpretation of the law, and the law will be decided by the Court, and therefore Defendants deny the same: 8, 9, 34, 52, 53, 54, 90, 91, 92, 93, 135, 137, 154, 156, 165, 166, 168, 177, 178, 191, 193.
5. Defendants deny all remaining allegations contained in the Complaint.

**AFFIRMATIVE DEFENSES**

Defendants hereby assert the following affirmative defenses:

1. Plaintiff’s claims are barred by estoppel.
2. Plaintiff’s claims are barred by waiver.
3. Plaintiff’s claims are barred by the Plaintiff’s failure to mitigate the damages.
4. Plaintiff’s claims are barred by the doctrine of laches.
5. Plaintiff’s claims are barred by the doctrine of unclean hands.

6. Plaintiff fails to state a claim upon which relief may be granted.
7. Plaintiff's own negligence and/or wrongful conduct, and not the alleged wrongful conduct of the Defendants, was a substantial contributing factor in proximately causing the events complained of and the alleged resulting injuries and/or damages, if any, that Plaintiff may have suffered.
8. Plaintiff's damages, if any, were caused by the acts and/or omissions of third parties over which Defendants had no control.
9. Plaintiff was aware of any and all actions taken by Defendants, including those actions by Defendants which Plaintiff alleges were wrongful, and thus Plaintiff waived or ratified the same.
10. Plaintiff's claims are barred by payment as Defendants have provided full satisfaction to Plaintiff of any and all amounts owed by Defendants to Plaintiff.
11. Plaintiff's claims are barred by fraud, in that Plaintiff's allegations are not based in reality, but are instead designed to harass Defendants.
12. Plaintiff did not verify her Amended Complaint.
13. Plaintiff's claims do not meet the requirements of NRS 41.1395 and, thus, that statute does not apply.
14. NRS 155 is a probate statute and, thus, does not apply to Plaintiff's claims because June Jones is not deceased.
15. NRS 159 is a guardianship statute and June was not a protected person at the time of the relevant allegations in the Complaint.
16. The Court lacks subject matter jurisdiction over this matter.
17. Plaintiff has failed to plead her claims with particularity, as required, and, thus, they are barred.

1 18. Any claims for damages which Plaintiff has against Defendants, if valid, are offset by  
2 the claims which Defendants have against Plaintiff.

3 19. Plaintiff's claims, and each of them, are barred as a result of an accord and satisfaction.

4 20. To the extent necessary and appropriate, Defendants incorporate by reference the  
5 affirmative defenses outlined in N.R.C.P. 8(c).  
6

7 21. All possible affirmative defenses may not have been alleged herein, insofar as  
8 sufficient facts were not available after reasonable inquiry upon the filing of  
9 Defendants' Answer, and therefore Defendants reserve the right to amend the Answer  
10 to the Complaint to allege additional Affirmative Defenses if subsequent investigation  
11 so warrants.  
12

13 WHEREFORE, Defendants respectfully request the following relief:

- 14 a. For dismissal of Plaintiff's claims against Defendants, and that they take  
15 nothing thereby;  
16 b. For costs of suit incurred herein;  
17 c. For reasonable attorney's fees and costs; and  
18 d. For such other and further relief as this Court may deem just and equitable.  
19

20 DATED this 22nd day of June, 2020.

KEHOE & ASSOCIATES

21 /s/ Ty Kehoe

Ty E. Kehoe, Esq.

871 Coronado Center Drive, Suite 200

Henderson, Nevada 89052

22 Attorney for Defendants  
23

24 PICCOLO LAW OFFICES

25 /s/ Matthew C. Piccolo

Matthew C. Piccolo, Esq.

8565 S Eastern Ave Ste 150

26 Las Vegas, Nevada 89123  
27

Attorney for Defendants  
28



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1           6.       In January 2018, June knowingly and freely agreed to sell to Dick, Gerry's son-  
2 in-law, her real property located at 6277 Kraft Avenue in Las Vegas, NV ("Kraft House").

3           7.       In exchange, Dick and Kandi paid off June's mortgage on the Kraft House in the  
4 approximate amount of \$140,000.

5           8.       June was interested in having the mortgage expense eliminated.

6           9.       June was fully informed about the Kraft House transfer.

7           10.      June was mentally competent at the time of the sale and understood what she was  
8 doing.

9           11.      June signed a deed in the presence of a third-party notary who was comfortable  
10 with her mental competency and with her signing the deed on her own.

11           12.      June subsequently signed documents with her bank officers who also believed she  
12 was competent to sign such documents.

13           13.      The Kraft House sale was publicly recorded with the Clark County Recorder in  
14 January 2018.

15           14.      Kimberly was imputed with actual knowledge of the Kraft House sale as a result  
16 of the publicly recorded document.

17           15.      Kimberly was a signer on June's bank account and thus had access to that bank  
18 account, and could have seen that June stopped making the mortgage payments on the Kraft  
19 House in January 2018.

20           16.      If Kimberly was properly acting as June's power of attorney, as Kimberly claims,  
21 then she should have expressed concern about June not making the necessary mortgage payments  
22 on the Kraft House.

23           17.      Kimberly did not actually perform any actions as June's power of attorney at any  
24 time prior to mid-2019.

1           18.     In late 2018, Kimberly and her sisters discovered that June had sold the Kraft  
2 House to Dick and Kandi and have since done everything in their power to disrupt the agreement  
3 between June, Dick and Kandi.

4           19.     Kimberly and her boyfriend Dean Loggans (“Dean”) were living in the Kraft  
5 House to assist with caring for June from approximately May 2019 to the end of July 2019, with  
6 the permission of Dick and Kandi.

7           20.     After approximately July 2019, June returned to live with her husband Gerry in a  
8 different residence.

9           21.     After approximately July 2019, Kimberly and Dean abandoned the Kraft House  
10 and returned to California.

11           22.     On or about August 26, 2019, Dick changed the locks on the Kraft House.

12           23.     Shortly after the locks were changed, Kimberly and Dean broke into the Kraft  
13 House without permission.

14           24.     On or about September 5, 2019, Dick began eviction proceedings against  
15 Kimberly and Dean. *See Powell vs. Kimberly and Dean*, Las Vegas Justice Court Case No.  
16 19R000148 (“Eviction Case”).

17           25.     Kimberly and Dean have continued to live in the Kraft House since then without  
18 paying rent.

19           26.     On July 31, 2019, Kimberly filed a petition in the Clark County Nevada Probate  
20 Court, Case No. P-19-100166-E, asking the probate court to rule upon whether powers of attorney  
21 allegedly executed by June in favor of Kimberly (“Powers of Attorney”) were valid and  
22 enforceable (“POA Case”).

23           27.     Kimberly understood the Powers of Attorney may not be enforceable, because  
24 original copies of the documents do not exist.

1           28.     On or about September 6, 2019, the Clark County Nevada Probate Court held a  
2 hearing and did not rule whether the Powers of Attorney are valid and enforceable because  
3 Kimberly failed to make proper service of the hearing on June.

4           29.     After the hearing on September 6, 2019, Kimberly and her counsel expressed in  
5 the Courthouse hallway they would not take June away from her husband and separate the two  
6 of them.

7           30.     Nonetheless, less than 36 hours later, without any Court ruling as to Kimberly's  
8 authority, on September 7, 2019, Kimberly forcibly took June from a hotel restaurant in Phoenix  
9 while Gerry was undergoing medical treatment at the Mayo Clinic in Phoenix.

10           31.     Kimberly took June even though June said, "I don't want to go," and Kimberly  
11 took June without Gerry's knowledge.

12           32.     Kimberly lied by telling June she was going to take June to get a bagel, and then  
13 they would go see Gerry at the hospital.

14           33.     Kimberly's brother-in-law stood in front of the chair of June's caregiver to prevent  
15 her from assisting June so Kimberly and her brother-in-law could take June.

16           34.     For several days, Gerry did not know where June was or know whether she was  
17 safe.

18           35.     Neither Kimberly nor her siblings had any legal authority to manage or control  
19 June's person, nor separate June from her husband Gerry, and the first time June's daughters had  
20 any authority over her person was when they obtained an ex-parte guardianship order on  
21 September 23, 2019.

22           36.     Since June's taking, Gerry has been prevented from living with June under  
23 reasonable circumstances, and Kimberly has monitored June's calls with Gerry and attempted to  
24 keep them from freely communicating.

1           37.     Kimberly has prevented June and Gerry from spending time together alone.

2           38.     June has repeatedly asked Gerry for opportunities to travel with him, and Kimberly  
3 has repeatedly refused to let June do so.

4           39.     Before Kimberly forcibly took June, June and Gerry enjoyed a loving and stable  
5 marriage: they lived together, provided each other care and companionship, shared household  
6 duties, and enjoyed participating in various hobbies and activities together, such as traveling.

7           40.     Kimberly and Dean have constructively evicted Gerry from the place that has been  
8 his primary residence for the past ten years.

9           41.     Kimberly has chosen to sue Gerry in spite of June indicating she does not want  
10 Kimberly to sue Gerry.

11           42.     Gerry has suffered extreme emotional distress as a result of Kimberly and Dean's  
12 actions.

13           43.     Kimberly has abused process in three different cases: 1) the POA Case; 2) the  
14 Eviction Case; and 3) *In re Guardianship of June Jones*, Clark County District Court Case No.  
15 G-19-052263-A ("Guardianship Case").

16           44.     Kimberly abused process by having a lis pendens issued in the POA Case, and  
17 then recording that lis pendens with the Clark County Recorder, even though there was no action  
18 related to the Kraft House pending in the POA Case.

19           45.     Kimberly abused process by having a lis pendens issued in the Guardianship Case,  
20 and then recording that lis pendens with the Clark County Recorder, even though there was no  
21 action related to the Kraft House pending in the Guardianship Case.

22           46.     Kimberly abused process by repeatedly making blatantly false statements in  
23 multiple pleadings in the POA Case, the Eviction Case, and the Guardianship Case.  
24

1           47.     Kimberly knew, or should have known, that the statements she made were false,  
2 and were therefore intended to be inflammatory to obtain an abusive advantage in the POA Case,  
3 the Eviction Case, and the Guardianship Case.

4                                   **CAUSE OF ACTION I**  
5                                   **(Quiet Title)**

6                                   (Dick and Kandi against Kimberly, as guardian of June)

7           48.     Counter Claimants repeat and reallege all prior paragraphs of this complaint as  
8 though fully set forth herein.

9           49.     Pursuant to NRS 40.010, this Court is empowered to declare the rights and legal  
10 relations of the parties in this matter.

11           50.     A justiciable controversy exists between the Parties as both June and Dick and  
12 Kandi have made conflicting claims to title of the Kraft House, wherein Dick and Kandi contend  
13 they are the lawful owner of the Kraft House and June, through her guardian, contends to the  
14 contrary.  
15

16           51.     Counter-Defendant has filed two lis pendens on the Kraft House property.

17           52.     Dick and Kandi are the legal and equitable owners of the Kraft House, having  
18 received legitimate title from June through a legal transaction.  
19

20           53.     At the time of the sale, June was competent and aware of her decision to sell the  
21 Kraft House to Dick and Kandi.

22           54.     A third-party notary was comfortable that June understood what she was signing  
23 and the implications of doing so, and he witnessed and signed off on her signature.

24           55.     This Court should quiet title of the Kraft House in the name of Dick and Kandi.

25           56.     Counter Defendant's conduct has damaged Dick and Kandi in excess of \$15,000  
26 plus interest, in an amount to be determined at trial.  
27

57. Counter-Defendant's conduct in necessitating this litigation was malicious, fraudulent, or oppressive and was designed to vex, annoy, harass, or humiliate Dick and Kandi; thus, Dick and Kandi are entitled to an award of punitive damages.

## **PRAYER FOR RELIEF**

1. For damages in excess of \$15,000;
2. Pre and post judgment interest;
3. An order quieting title;
4. For punitive damages;
5. For attorney's fees and costs;
6. For such other and further relief as this court may deem just and proper.

/s/ Ty Kehoe

PICCOLO LAW OFFICES

1       **THIRD PARTY CLAIMS OR COUNTER-CLAIMS AGAINST JOINED PARTIES**

2               Defendants Dick Powell (“Dick”), Kandi Powell (“Kandi”), and Rodney Gerald Yeoman  
3 (“Gerry”), husband of Kathleen June Jones (“June”) (“Third Party Claimants”), by and through  
4 their counsel Ty E. Kehoe, Esq. and Matthew C. Piccolo, Esq, hereby assert third party claims or  
5 counter-claims against joined parties, and allege against Kimberly Jones and Dean Loggans  
6 (“Third Party Defendants”) as follows:  
7

8                               **COMMON FACTUAL ALLEGATIONS**

9               1.       Third Party Defendant Kimberly Jones is an individual who at all times herein  
10 mentioned was a resident of Clark County, Nevada, or consented to jurisdiction herein.

11              2.       Third Party Defendant Dean Loggans, is an individual who at all times herein  
12 mentioned was a resident of Clark County, Nevada, or consented to jurisdiction herein.

13              3.       Counter-Claimants Richard Powell, Kandi Powell, and Rodney Gerald Yeoman  
14 are individuals who at all times herein mentioned were residents of Clark County, Nevada.  
15

16              4.       Venue is proper in the Eighth Judicial District Court in Clark County, Nevada,  
17 pursuant to NRS 13.040 because (1) the Third Party Defendants reside in Clark County, Nevada;  
18 and/or (2) the obligations, acts, abuses, and tortious conduct complained of herein were incurred  
19 and committed, in whole or in part, within Clark County, Nevada.

20              5.       This Court has personal jurisdiction over Third Party Defendants, pursuant to NRS  
21 14.065 because (1) Third Party Defendants’ activities and contacts in Nevada have been and  
22 continue to be so substantial, continuous, and systematic that Defendant is deemed present in the  
23 forum; and/or (2) the obligations, acts, omissions, and tortious actions complained of herein were  
24 incurred and committed, in whole or in part, in Clark County, Nevada, and thus, Third Party  
25 Defendants have had sufficient minimum contacts with this forum such that the exercise of  
26  
27



1 personal jurisdiction over them will not offend traditional notions of fair play and substantial  
2 justice.

3 6. Dick and Kandi have provided hundreds of thousands of dollars of value to June  
4 and Gerry in travel, cars, payment of medical bills, payment of credit card bills, and more.

5 7. In January 2018, June knowingly and freely agreed to sell to Dick, Gerry's son-  
6 in-law, her real property located at 6277 Kraft Avenue in Las Vegas, NV ("Kraft House").  
7

8 8. In exchange, Dick and Kandi paid off June's mortgage on the Kraft House in the  
9 approximate amount of \$140,000.

10 9. June was interested in having the mortgage expense eliminated.

11 10. June was fully informed about the Kraft House transfer.

12 11. June was mentally competent at the time of the sale and understood what she was  
13 doing.  
14

15 12. June signed a deed in the presence of a third-party notary who was comfortable  
16 with her mental competency and with her signing the deed on her own.

17 13. June subsequently signed documents with her bank officers who also believed she  
18 was competent to sign such documents.

19 14. The Kraft House sale was publicly recorded with the Clark County Recorder in  
20 January 2018.  
21

22 15. Kimberly was imputed with actual knowledge of the Kraft House sale as a result  
23 of the publicly recorded document.

24 16. Kimberly was a signer on June's bank account and thus had access to that bank  
25 account, and could have seen that June stopped making the mortgage payments on the Kraft  
26 House in January 2018.  
27

1           17.     If Kimberly was properly acting as June's power of attorney, as Kimberly claims,  
2 then she should have expressed concern about June not making the necessary mortgage payments  
3 on the Kraft House.

4           18.     Kimberly did not actually perform any actions as June's power of attorney at any  
5 time prior to mid-2019.

6           19.     In late 2018, Kimberly and her sisters discovered that June had sold the Kraft  
7 House to Dick and Kandi and have since done everything in their power to disrupt the agreement  
8 between June, Dick and Kandi.

9           20.     Kimberly and her boyfriend Dean Loggans ("Dean") were living in the Kraft  
10 House to assist with caring for June from approximately May 2019 to the end of July 2019, with  
11 the permission of Dick and Kandi.

12           21.     After approximately July 2019, June returned to live with her husband Gerry in a  
13 different residence.

14           22.     After approximately July 2019, Kimberly and Dean abandoned the Kraft House  
15 and returned to California.

16           23.     On or about August 26, 2019, Dick changed the locks on the Kraft House.

17           24.     Shortly after the locks were changed, Kimberly and Dean broke into the Kraft  
18 House without permission.

19           25.     On or about September 5, 2019, Dick began eviction proceedings against  
20 Kimberly and Dean. *See Powell vs. Kimberly and Dean*, Las Vegas Justice Court Case No.  
21 19R000148 ("Eviction Case")

22           26.     Kimberly and Dean have continued to live in the Kraft House since then without  
23 paying rent.

1           27.     On July 31, 2019, Kimberly filed a petition in the Clark County Nevada Probate  
2 Court, Case No. P-19-100166-E, asking the probate court to rule upon whether powers of attorney  
3 allegedly executed by June in favor of Kimberly (“Powers of Attorney”) were valid and  
4 enforceable (“POA Case”).

5           28.     Kimberly understood the Powers of Attorney may not be enforceable, because  
6 original copies of the documents do not exist.

7           29.     On or about September 6, 2019, the Clark County Nevada Probate Court held a  
8 hearing and did not rule whether the Powers of Attorney are valid and enforceable because  
9 Kimberly failed to make proper service of the hearing on June.  
10

11           30.     After the hearing on September 6, 2019, Kimberly and her counsel expressed in  
12 the Courthouse hallway they would not take June away from her husband and separate the two  
13 of them.  
14

15           31.     Nonetheless, less than 36 hours later, without any Court ruling as to Kimberly’s  
16 authority, on September 7, 2019, Kimberly forcibly took June from a hotel restaurant in Phoenix  
17 while Gerry was undergoing medical treatment at the Mayo Clinic in Phoenix.

18           32.     Kimberly took June even though June said, “I don’t want to go” and without  
19 Gerry’s knowledge.  
20

21           33.     Kimberly lied by telling June she was going to take June to get a bagel, and then  
22 they would go see Gerry at the hospital.

23           34.     Kimberly’s brother-in-law stood in front of the chair of June’s caregiver to prevent  
24 her from assisting June so Kimberly and her brother-in-law could take June.

25           35.     For several days, Gerry did not know where June was or know whether she was  
26 safe.  
27

1           36.     Neither Kimberly nor her siblings had any legal authority to manage or control  
2 June's person, nor separate June from her husband Gerry, and the first time June's daughters had  
3 any authority over her person was when they obtained an ex-parte guardianship order on  
4 September 23, 2019.

5           37.     Since June's taking, Gerry has been prevented from living with June under  
6 reasonable circumstances, and Kimberly has monitored June's calls with Gerry and attempted to  
7 keep them from freely communicating.

8           38.     Kimberly has prevented June and Gerry from spending time together alone.

9           39.     June has repeatedly asked Gerry for opportunities to travel with him, and Kimberly  
10 has repeatedly refused to let June do so.

11           40.     Before Kimberly forcibly took June, June and Gerry enjoyed a loving and stable  
12 marriage: they lived together, provided each other care and companionship, shared household  
13 duties, and enjoyed participating in various hobbies and activities together, such as traveling.

14           41.     Kimberly and Dean have constructively evicted Gerry from the place that has been  
15 his primary residence for the past ten years.

16           42.     Kimberly has chosen to sue Gerry in spite of June indicating she does not want  
17 Kimberly to sue Gerry.

18           43.     Gerry has suffered extreme emotional distress as a result of Kimberly and Dean's  
19 actions.

20           44.     Kimberly has abused process in three different cases: 1) the POA Case; 2) the  
21 Eviction Case; and 3) *In re Guardianship of June Jones*, Clark County District Court Case No.  
22 G-19-052263-A ("Guardianship Case").

1           45.     Kimberly abused process by having a lis pendens issued in the POA Case, and  
2 then recording that lis pendens with the Clark County Recorder, even though there was no action  
3 related to the Kraft House pending in the POA Case.

4           46.     Kimberly abused process by having a lis pendens issued in the Guardianship Case,  
5 and then recording that lis pendens with the Clark County Recorder, even though there was no  
6 action related to the Kraft House pending in the Guardianship Case.

7           47.     Kimberly abused process by repeatedly making blatantly false statements in  
8 multiple pleadings in the POA Case, the Eviction Case, and the Guardianship Case.

9           48.     Kimberly knew, or should have known, that the statements she made were false,  
10 and were therefore intended to be inflammatory to obtain an abusive advantage in the POA Case,  
11 the Eviction Case, and the Guardianship Case.

12  
13                               **CAUSE OF ACTION I**  
14                               **(Intentional Infliction of Emotional Distress)**

15                               (Gerry against Kimberly and Dean)

16           49.     Third Party Claimants repeat and reallege all prior paragraphs of this complaint as  
17 though fully set forth herein.

18           50.     Third Party Defendants forcibly took June from her husband Gerry against her  
19 will without any legal authority to do so, and just one day after assuring Gerry they would not  
20 separate him from June.

21           51.     Kimberly's alleged power of attorney had not been confirmed by the Probate  
22 Court, and even if it had been it did not give Kimberly and Dean any legal authority over June's  
23 person.

1           52.     According to a police report and sworn declaration, Third Party Defendants forced  
2 June to go with them even after she said “I don’t want to go” and blocked June’s hired caregiver  
3 so she could not move to help June.  
4

5           53.     For several days, Gerry did not know where his wife was or whether she was safe.

6           54.     Third Party Defendants’ conduct in taking June from her husband Gerry was  
7 extreme and outrageous, outside the bounds of decency, and would be regarded as utterly  
8 intolerable in a civilized community.  
9

10          55.     Because of Third Party Defendants’ conduct, Gerry suffered severe or extreme  
11 emotional distress, anguish, humiliation, and the loss of enjoyment of life, having his wife  
12 suddenly taken from him without authority and not knowing where she was and whether she was  
13 safe.  
14

15          56.     Third Party Defendants acted with either the intention of, or reckless disregard for,  
16 causing emotional distress to Gerry.

17          57.     Third Party Defendants’ conduct was the actual or proximate cause of Gerry’s  
18 severe emotional distress, anguish, humiliation, and the loss of enjoyment of life.

19          58.     Third Party Defendants’ conduct has damaged Gerry in excess of \$15,000 plus  
20 interest, in an amount to be determined at trial.  
21

22          59.     Third Party Defendants’ conduct was malicious, fraudulent, or oppressive and was  
23 designed to vex, annoy, harass, or humiliate Gerry; thus, Gerry is entitled to an award of punitive  
24 damages.  
25

26          60.     As a result of Third Party Defendants’ conduct, Gerry has been required to retain  
27 the services of an attorney and, thus, is entitled to reasonable attorney’s fees and costs plus  
28 interest, pursuant to Nevada law.

1 **CAUSE OF ACTION II**  
2 **(Trespass)**

3 (Dick and Kandi against Kimberly and Dean)

4 61. Third Party Claimants repeat and reallege all prior paragraphs of this complaint as  
5 though fully set forth herein.

6 62. Third Party Defendants invaded the property of Dick and Kandi by remaining in  
7 the Kraft House, which Dick and Kandi own, after Third Party Defendants were no longer  
8 welcome to be there.

9 63. Even after Dick changed the locks on the Kraft House, Third Party Defendants  
10 forced their way into the house against the will of Dick and Kandi.

11 64. Third Party Defendants acted intentionally to intrude by knowingly refusing to  
12 leave the property and re-entering the house after the locks were changed.

13 65. Due to Third Party Defendants' conduct, Dick and Kandi have been unable to  
14 benefit from the property they own, resulting in a loss of money and enjoyment.

15 66. As a direct result of Third Party Defendants' actions, Dick and Kandi have been  
16 damaged, in an amount in excess of \$15,000 plus interest, in an amount to be determined at trial.

17 67. As a result of Third Party Defendants' conduct, Dick and Kandi have been  
18 required to retain the services of an attorney and, thus, are entitled to reasonable attorney's fees  
19 and costs plus interest, pursuant to Nevada law.

20 **CAUSE OF ACTION III**  
21 **(Nuisance; Violation of NRS 40.140)**

22 (Dick and Kandi against Kimberly and Dean)

23 68. Third Party Claimants repeat and reallege all prior paragraphs of this complaint as  
24 though fully set forth herein.

1           69.     Third Party Defendants' occupation of the Kraft House has been unwarranted and  
2 unlawful and has caused substantial and unreasonable interference with Dick's and Kandi's  
3 ability to comfortably enjoy their property.

4           70.     Third Party Defendants' occupation of the Kraft House has been an obstruction to  
5 Dick's and Kandi's free use of the property.

6           71.     Third Party Defendants' conduct constitutes nuisance pursuant to NRS 40.140,  
7 and Dick and Kandi are entitled to damages resulting from the nuisance and to have the nuisance  
8 enjoined or abated.

9           72.     As a direct result of Third Party Defendants' actions, Dick and Kandi have been  
10 damaged, in an amount in excess of \$15,000 plus interest, in an amount to be determined at trial.

11           73.     As a result of Third Party Defendants' conduct, Dick and Kandi have been  
12 required to retain the services of an attorney and, thus, are entitled to reasonable attorney's fees  
13 and costs plus interest, pursuant to Nevada law.

14  
15  
16                                   **CAUSE OF ACTION IV**  
17                                   **(Unjust Enrichment)**

18                                   (Dick and Kandi against Kimberly and Dean)

19           74.     Third Party Claimants repeat and reallege all prior paragraphs of this complaint as  
20 though fully set forth herein.

21           75.     Third Party Claimants provided value to Third Party Defendants including in the  
22 form of the use of the Kraft House.

23           76.     No express, written contract existed between Third Party Claimants and Third  
24 Party Defendants regarding their occupation of the Kraft House.

25           77.     Third Party Defendants appreciated the benefit Third Party Claimants conferred  
26 upon them by enjoying free rent and the use of the Kraft House.



1           78.     Third Party Defendants' occupation of the Kraft House has caused wear and tear  
2 on the House and has prevented Dick and Kandi from gaining income by renting out the rooms  
3 Third Party Defendants have occupied.

4           79.     Third Party Defendants have not provided any benefits in return to Third Party  
5 Claimants for the value they have received.

6           80.     Third Party Defendants have unjustly retained the value received from Third Party  
7 Claimants, against fundamental principles of justice or equity and good conscience.

8           81.     As a direct result of Third Party Defendants' actions, Dick and Kandi have been  
9 damaged, in an amount in excess of \$15,000 plus interest, in an amount to be determined at trial.

10           82.     As a result of Third Party Defendants' conduct, Dick and Kandi have been  
11 required to retain the services of an attorney and, thus, are entitled to reasonable attorney's fees  
12 and costs plus interest, pursuant to Nevada law.

13  
14  
15                           **CAUSE OF ACTION V**  
16                           **(Intentional Interference with Contractual Relations)**

17                           (Dick and Kandi against Kimberly and Dean)

18           83.     Third Party Claimants repeat and reallege all prior paragraphs of this complaint as  
19 though fully set forth herein.

20           84.     A valid contract exists between Dick and Kandi and June whereby they agreed  
21 that June would sell Dick and Kandi the Kraft House.

22           85.     Third Party Defendants had and have knowledge of the contract between Dick and  
23 Kandi and June.

24           86.     Third Party Defendants have intentionally tried to disrupt the contractual  
25 relationship by needlessly attempting to unwind the execution of the contract, by trespassing in  
26 the Kraft House, by convincing June she did not intend to sell the Kraft House to Dick and Kandi,  
27

1 and by preventing June and Gerry from living together in the Kraft House under reasonable  
2 circumstances that a married couple deserves and would expect.

3 87. Third Party Defendants have actually disrupted the contract by needlessly  
4 attempting to unwind the execution of the contract, by trespassing in the Kraft House, by  
5 convincing June that she did not intend to sell the Kraft House to Dick and Kandi, and by  
6 preventing June and Gerry from living together in the Kraft House under reasonable  
7 circumstances that a married couple deserves and would expect.  
8

9 88. As a direct result of Third Party Defendants' actions, Dick and Kandi have  
10 suffered loss of money, emotional distress, annoyance, and humiliation.

11 89. As a direct result of Third Party Defendants' actions, Dick and Kandi have been  
12 damaged, in an amount in excess of \$15,000 plus interest, in an amount to be determined at trial.  
13

14 90. Third Party Defendants' conduct was malicious, fraudulent, or oppressive and was  
15 designed to vex, annoy, harass, or humiliate Dick and Kandi; thus, Dick and Kandi are entitled  
16 to an award of punitive damages.

17 91. As a result of Third Party Defendants' conduct, Dick and Kandi have been  
18 required to retain the services of an attorney and, thus, are entitled to reasonable attorney's fees  
19 and costs plus interest, pursuant to Nevada law.  
20

21 **CAUSE OF ACTION VI**  
22 **(Loss of Consortium)**

23 (Gerry against Kimberly and Dean)

24 92. Third Party Claimants repeat and reallege all prior paragraphs of this complaint as  
25 though fully set forth herein.

26 93. A valid and lawful marriage exists between June and Gerry.  
27  
28

1           94.     Third Party Defendants injured June by forcefully taking her from her husband  
2 Gerry against her will, which constitutes kidnapping and false imprisonment.

3           95.     Third Party Defendants have also injured June by interfering with her contractual  
4 relations with Dick and Kandi, which has prevented her and Gerry from living together.

5           96.     Third Party Defendants continue to disrupt their marital relationship by  
6 monitoring June's phone calls with Gerry and by preventing them from spending time together  
7 alone.

8           97.     Gerry has suffered a loss of consortium from the time Third Party Defendants  
9 forcibly took his wife June from him, which has resulted in pain, suffering, inconvenience, and  
10 other nonpecuniary damages.

11           98.     Prior to Third Party Defendants' actions, June and Gerry enjoyed a loving and  
12 stable marriage.

13           99.     Prior to Third Party Defendants' actions, June and Gerry lived together, provided  
14 each other care and companionship, and shared household duties.

15           100.    Prior to Third Party Defendants' actions, June and Gerry enjoyed participating in  
16 various hobbies and activities together, such as traveling.

17           101.    Gerry's loss of consortium is a direct result of Third Party Defendants' actions.

18           102.    As a direct result of Third Party Defendants' actions, Gerry has been damaged, in  
19 an amount in excess of \$15,000 plus interest, in an amount to be determined at trial.

20           103.    Third Party Defendants' conduct was malicious, fraudulent, or oppressive and was  
21 designed to vex, annoy, harass, or humiliate Gerry; thus, Gerry is entitled to an award of punitive  
22 damages.

23

24

25

26

27

28

1           104. As a result of Third Party Defendants' conduct, Third Party Claimant has been  
2 required to retain the services of an attorney and, thus, is entitled to reasonable attorney's fees  
3 and costs plus interest, pursuant to Nevada law.  
4

5                                   **CAUSE OF ACTION VII**

6                                   **(Abuse of Process against Kimberly)**

7           105. Third Party Claimants repeat and reallege all prior paragraphs of this complaint as  
8 though fully set forth herein.

9           106. Third Party Defendant improperly issued a lis pendens in the POA Case, and then  
10 recorded such lis pendens with the Clark County Recorder.

11           107. Third Party Defendant improperly issued a lis pendens in the Guardianship Case,  
12 and then recorded such lis pendens with the Clark County Recorder.

13           108. Third Party Defendant has repeatedly made blatantly false allegations, in multiple  
14 pleadings filed in the POA Case, the Eviction Case, and the Guardianship Case.

15           109. Third Party Defendant either knew, or should have known, her allegations were  
16 false.  
17

18           110. The filing of the improper lis pendens and recording of the same were an improper  
19 use of process to harm Dick and Kandi's interest in the Kraft House.  
20

21           111. The false allegations by the Third Party Defendant were designed to be inflammatory  
22 against the Third Party Claimants in order to obtain an unfair advantage in the respective cases.

23           112. Therefore, Third Party Defendant had an ulterior purpose other than resolving a  
24 legal dispute.

25           113. Third Party Counter-Defendant's willful acts in use of process were not in the  
26 regular conduct of the three different proceedings.  
27

1 114. As a direct result of Third Party Defendant's actions, Third Party Claimants have  
2 been damaged, in an amount in excess of \$15,000 plus interest, in an amount to be determined at  
3 trial.

4 115. Third Party Defendants' conduct was malicious, fraudulent, or oppressive and was  
5 designed to vex, annoy, harass, or humiliate Third Party Claimants; thus, Third Party Claimants  
6 are entitled to an award of punitive damages.

7  
8 116. As a result of Third Party Defendant's conduct, Third Party Claimants have been  
9 required to retain the services of an attorney and, thus, are entitled to reasonable attorney's fees  
10 and costs plus interest, pursuant to Nevada law.

11 **PRAYER FOR RELIEF**

12 Based on the foregoing, Third Party Claimants request judgment against Third Party  
13 Defendants as follows:

- 14  
15 1. For damages in excess of \$15,000;  
16 2. For pre and post judgment interest;  
17 3. For punitive damages;  
18 4. For attorney's fees and costs; and  
19 5. For such other and further relief as this court may deem just and proper.

20 DATED this 22nd day of June, 2020.

KEHOE & ASSOCIATES

21  
22 /s/ Ty Kehoe

Ty E. Kehoe, Esq.

23  
24 PICCOLO LAW OFFICES

25 /s/ Matthew C. Piccolo

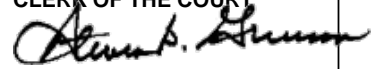
Matthew C. Piccolo, Esq.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 22nd day of June, 2020, I served a true and correct copy of the Answer to First Amended Complaint, Counterclaims, and Third Party Claims via electronic service to the following, or via US First Class Mail postage pre-paid to the addresses listed:

James Beckstrom, Esq.  
Marquis Aurbach Coffing

/s/ Ty E. Kehoe  
Ty E. Kehoe



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6 GHANDI DEETER BLACKHAM  
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18 matt@piccololawoffices.com

16 *Attorneys for Rodney Gerald Yeoman*

17 **EIGHTH JUDICIAL DISTRICT COURT**  
18 **FAMILY DIVISION**  
19 **CLARK COUNTY, NEVADA**

20 In the matter of the Guardianship of the Person  
21 and Estate of:

21 KATHLEEN JUNE JONES,  
22 Adult Protected Person.

**Case No.:** G-19-052263-A

**Dept. No:** B

**Date:** n/a

**Time:** n/a

23 **NOTICE OF APPEAL**

24  
25 Notice is hereby given that Rodney Gerald Yeoman by and through attorney, Ty E.  
26 Kehoe, Esq., hereby appeals the Order Denying Rodney Gerald Yeoman's Petition for Removal  
27 of Guardian and for Return of Protected Person's Property and denying Kimberly Jones'

1 Counter-Petition for Attorney Fees and Costs Pursuant to NRS 159.1853(4) entered herein on  
2 May 28, 2020.

3 Dated this 26<sup>th</sup> day of June, 2020.

KEHOE & ASSOCIATES

4 /s/ Ty Kehoe

5 Ty E. Kehoe, Esq.

6 871 Coronado Center Drive, Suite 200

Henderson, Nevada 89052

7 Attorney for Rodney Gerald Yeoman

8 **CERTIFICATE OF SERVICE**

9 I HEREBY CERTIFY that on the 26<sup>th</sup> day of June, 2020, I served a true and correct  
10 copy of the Notice of Appeal by electronic service through the Court's e-service system or via  
11 first class mail, postage prepaid, as indicated below, to the following:

12 Geraldine Tomich, Esq.

13 gtomich@maclaw.com

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Jeffrey R. Sylvester, Esq.

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15 Counsel for Kimberly Jones

Counsel for Robyn Friedman

and Donna Simmons

16 All other parties via e-service on the court's system

17 Maria L. Parra-Sandoval, Esq.

18 Legal Aid Center of Southern Nevada, Inc.

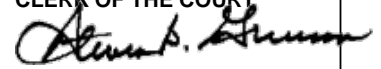
19 mparra@lacs.org

20 /s/ Ty E. Kehoe

Ty E. Kehoe

21 Counsel for June Jones





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Attorneys for Rodney Gerald Yeoman

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

KATHLEEN JUNE JONES,  
Protected Person.

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

Date: July 15, 2020  
Time: 9:30 a.m.

**REPLY TO OPPOSITION TO MOTION PURSUANT TO E.D.C.R. 2.24, N.R.C.P. 52, 59  
AND 60 REGARDING THE DECISION AND ORDER ENTERED ON MAY 21, 2020**

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

KEHOE & ASSOCIATES  
871 Coronado Center Drive, Suite 200  
Henderson, Nevada 89052  
(702) 837-1908

1 Rodney Gerald Yeoman (“Gerry”), by and through his counsel of record Ty E. Kehoe,  
2 Esq., hereby submits this Reply to Opposition to Motion pursuant to E.D.C.R. 2.24, N.R.C.P.  
3 52, 59 and 60, regarding the Order Granting and Denying Kimberly Jones, as Guardian of the  
4 Protective [sic] Person’s Motion for Protective Order entered on May 21, 2020.

5  
6 The Opposition wrongly infers that Gerry is seeking to change the Court’s ruling  
7 regarding the underlying discovery disputes. Gerry is not attempting to do so. Gerry’s Motion is  
8 focused solely upon the award of attorney fees being improper and unreasonable under the  
9 controlling statutes and the factual history of Gerry’s discovery efforts, including the Court’s  
10 own statements which authorized Gerry’s discovery efforts. The arguments underlying the  
11 Motion for Protective Order and Gerry’s Opposition thereto were focused upon whether the  
12 discovery was proper. The arguments were not focused upon whether such discovery efforts  
13 were substantially justified or whether grounds existed for awarding attorney fees, and Gerry  
14 never had an opportunity to be heard on the same.

15  
16 The Opposition continues to argue the existence of a “mandatory fee shifting” rule. In  
17 fact, it dizzily argues: “while NRCP 37 of course contains exceptions for the Court to  
18 consider, fee shifting in mandatory. . . .”<sup>1</sup> However, as laid out in the Motion, the rule is not  
19 mandatory. The Opposition argues: “This Court is well aware of these rules of procedure and  
20 concisely stated the basis for its fee award”<sup>2</sup>; however, this is not factually based. Neither the  
21 Court’s oral ruling nor the written order address the non-mandatory nature of the fee rule.

22  
23 The Opposition substantially ignores NRCP 37(a)(5)(A)(i), NRCP 26(c)(1) and EDCR  
24 5.602(d) which require an in person or telephonic good faith attempt to resolve discovery issues  
25 prior to any award of attorney fees. Prior to the Opposition being filed, it was undisputed that  
26 no such attempt was made.

27  
28  

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1 Opposition at 5:5.

1 The Opposition raises for the first time that “repeated telegonic discussion over this very  
2 issue took place between Mr. Kehoe and counsel for the Guardian”<sup>3</sup> and “following telephone  
3 conversations. . . .”<sup>4</sup> This allegation has never before been made, and is now being made  
4 without any substantiation of any type. It is another example of Counsel for the Guardian  
5 simply creating facts, and attempting to ignore clear court rules because he apparently believes  
6 he does not need to comply.<sup>5</sup> Page 88 of the Guardian’s Motion for Protective Order includes  
7 an email, dated February 6, 2020, from Gerry’s Counsel to Counsel for the Guardian wherein  
8 Gerry’s Counsel states: “If you want to have a meet and confer we can do that.” Counsel for the  
9 Guardian never did so. Counsel for the Guardian also never submitted a certification of his  
10 efforts.<sup>6</sup>

11  
12 The Oppositions claims: “The email exchanges between the attorneys representing each  
13 person relevant to the Motion for Protective Order provided the Court clear proof of repeated  
14 efforts to Mr. Kehoe to abandon the depositions and written discovery”<sup>7</sup> and cites to paragraph  
15 12 of the Order. However, paragraph 12 of the Order deals with whether a pending motion  
16 existed and does not at all mention emails or efforts to obtain a withdrawal of the discovery. In  
17 fact, nothing in the Order mentions emails nor anything about meet and confer or certification  
18 requirements.

19  
20 The Opposition repeatedly acknowledges a reversal of the Court’s ruling is appropriate  
21 if there was clear error.<sup>8</sup> Gerry suggests, that as to awarding attorney fees, there was clear error,  
22  
23

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24 <sup>2</sup> *Id.* at 2:21.

25 <sup>3</sup> *Id.* at 5:11.

26 <sup>4</sup> *Id.* at 5:18.

27 <sup>5</sup> Motion for Protective Order at 6:7, which mentions nothing about telegonic communications, and brushes aside  
28 Counsel for the Guardian’s responsibility to actual comply with the rules.

<sup>6</sup> NRCp 26(c)(1) and EDCR 5.602(d) require a certification and affidavit. Counsel for the Guardian knows how to  
comply with such rule as he attaches a certification to the Opposition rather than simply relying upon his signature  
to the Opposition as an officer of the court.

<sup>7</sup> Opposition at 5:9.

<sup>8</sup> *Id.* at 3:1-24.

1 and the Order includes “clearly erroneous factual determination[s] or it disregards controlling  
2 law.”<sup>9</sup>

3 The Motion properly included many arguments in addition to simply quoting EDCR  
4 2.24, NRCp 52, 59 and 60.

5 The Opposition continues to allege that “there was no pending petition or motion in  
6 front of the Court”<sup>10</sup> and thus the discovery efforts were improper. However, to this day, no  
7 authority has ever been presented in any filing indicating that a pending petition or motion in  
8 front of the court is mandatory prior to pursuing discovery. In fact, without any pending petition  
9 or motion the Court specifically stated: “discovery is open, discover away.” In addition, at the  
10 time of the hearing underlying the Order, Gerry had in fact filed a petition to remove the  
11 guardian.  
12

13 The Opposition spins the clear language of NRCp 37(a)(5)(B)<sup>11</sup>, which provides for an  
14 opportunity to be heard regarding requested attorney fees, as somehow not meaning exactly  
15 what it says. Here, Counsel for the Guardian never served the memorandum of fees and costs.  
16 It makes no sense for Counsel for the Guardian to argue that Gerry had an opportunity to be  
17 heard about the memorandum of fees and costs when Gerry never even knew such existed.  
18

19 The Opposition requests additional attorney fees; however, provides no basis for the  
20 same. The Motion is in good faith and raises legitimate concerns. Merely raising these concerns  
21 should not subject Gerry to further sanctions.  
22

23 The Opposition fails to address the key argument in the Motion, which is that Gerry’s  
24 actions were substantially justified based upon the facts outlined in the Motion, and thus  
25 attorney fees were not appropriately awarded.  
26

27  
28 <sup>9</sup> *Id.* at 3:28.

<sup>10</sup> *Id.* at 5:7.

<sup>11</sup> *Id.* at 7:5.

1 The Opposition fails to address why the Estate is incurring attorney fees for the benefit  
2 of Robyn and Donna, let alone why such attorney fees would be reasonably awarded to the  
3 Estate.

4 The Opposition fails to address which portion of the Motion for Protective Order was  
5 granted and which portion was denied.

6 The Opposition does not oppose Gerry's request for a stay pending appeal, thus  
7 indicating a consent to the same (if the Court does not vacate the award of attorney fees).  
8

9 Based upon the above, Gerry requests the Court vacate the award to Kimberly of  
10 attorney fees against both Gerry and Ty Kehoe. Alternatively, Gerry requests the Court clarify  
11 the various aspects of its Order as detailed in the Motion and above, and grant a stay pending  
12 appeal.

13 DATED this 8<sup>th</sup> day of July, 2020.

KEHOE & ASSOCIATES

15 /s/ Ty Kehoe  
16 Ty E. Kehoe, Esq.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 8<sup>th</sup> day of July, 2020, I served a true and correct copy of the Reply to Opposition to Motion pursuant to E.D.C.R. 2.24, N.R.C.P. 52, 59 and 60, regarding the Order Granting and Denying Kimberly Jones, as Guardian of the Protective [sic] Person's Motion for Protective Order entered on May 21, 2020, by electronic service through the Court's e-service system or via first class mail, postage prepaid, as indicated below, to the following:

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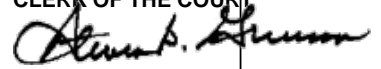
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**EIGHTH JUDICIAL DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA**

In the matter of the Guardianship of the Person  
and Estate of:

KATHLEEN JUNE JONES,

Adult Protected Person.

**Case No.:** G-19-052263-A

**Dept. No:** B

**Date:** August 12, 2020

**Time:** 9:30 a.m.

**OPPOSITION TO MOTION TO CONSOLIDATE**

Rodney Gerald Yeoman ("Gerry"), husband of the Protected Person Kathleen June Jones ("June"), by and through his counsel of record, submits this Opposition to Kimberly Jones's Motion to Consolidate.

1 **Introduction.**

2 Kimberly's request to consolidate the A case with the guardianship case simply does not  
3 make sense, and consolidating the cases is not proper.

4 First, this Court may not have jurisdiction to resolve the claims in the A case. One of  
5 the central questions in the A case is whether June had mental capacity when she chose to sell  
6 the Kraft House to Dick and Kandi Powell. The Court has specifically stated it doesn't have  
7 jurisdiction to make that determination.<sup>1</sup> Also, although family division courts have authority  
8 to address other matters related to cases within its jurisdiction, it should only do so in rare  
9 situations, and this is not one of those situations.  
10

11 Second, consolidating the cases would not result in any savings of time or money. The  
12 guardianship case rightly focuses on June's ongoing health and well-being, whereas the A case  
13 focuses on disputed past events. The motion practice involved in the two cases is completely  
14 different with little to no overlap. There is no discovery or testimony from the guardianship case  
15 that would aid in completing the A case because the Court has not allowed any discovery in the  
16 guardianship case and did not hold an evidentiary hearing.  
17

18 Third, the parties and issues in the two cases are different. Dick, Kandi, Dean, and  
19 Kimberly (as an individual) are parties to the A case, whereas they are not parties to the  
20 guardianship case. The A case also involves claims and counterclaims based on facts and issues  
21 this Court has never addressed, most of which occurred before a guardianship was sought.  
22

23 Fourth, it is ironic that Kimberly requested the ability to file an A case in front of a  
24 different judge, she then obtained permission from the guardianship court in order to file that A  
25 case, she then actually did file that A case, and now 6 months later she wants to bring that A  
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<sup>1</sup> See Transcript, Jan. 14, 2020, 24:21-25:12



1 case into the guardianship case. Kimberly chose to take these steps, and she should not be  
2 permitted now to revise those multiple choices and choose an alternative path.

3 Finally, this Court does not have a courtroom sufficiently large or equipped to handle a  
4 jury trial, which could result in significant delay for the A case.

5 Kimberly would have the Court believe the guardianship case and A case are essentially  
6 identical and can easily be consolidated with significant savings in time and money, but that is  
7 not true. In the end, Kimberly's Motion appears to amount to nothing more than forum shopping  
8 and should be denied.

9  
10 **Statement of Facts.**

11 As the Court can decipher from the claims and counterclaims in the A case, its focus  
12 and the individuals involved are quite different from the guardianship case. It involves claims  
13 based on events that occurred before the guardianship and individuals who are not parties to the  
14 guardianship case.

15 Many of the alleged facts Kimberly includes in her Motion are incorrect. Here are some  
16 corrections of the misstatements pertinent to this Motion.

- 17
- 18 • According to Kimberly, the defendants in the A case ("Defendants") stalled for over  
19 three months. In reality, the court's order denying the Defendants' motion to dismiss  
20 was entered on June 22, 2020, and the Defendants filed their answer and counterclaims  
21 the same day. Any delay in the entry of the order was not due to Gerry's delay but to the  
22 court and/or opposing counsel, possibly due to COVID-19.
  - 23 • Kimberly states the Defendants' counterclaim for abuse of process alleges that "the  
24 guardianship was 'blatantly false.'" In reality, the abuse-of-process claim focuses on  
25 Kimberly's abusive actions, extend beyond the guardianship case, never claim the  
26 guardianship Court's actions were abusive, and never claim the guardianship case was  
27  
28

1 “blatantly false” (whatever that might mean). The claim alleges that “Kimberly abused  
2 process by repeatedly making blatantly false statements in multiple pleadings in the  
3 POA Case, the Eviction Case, and the Guardianship Case.”<sup>2</sup> The Defendants also allege  
4 Kimberly abused process by filing two lis pendens improperly.<sup>3</sup>

- 5 • Kimberly uses words like “unwarranted,” “frivolous,” “haphazard,” and “deficient” to  
6 describe the Defendants’ counterclaims, but they are anything but frivolous. Indeed,  
7 Kimberly did not even attempt to file a motion to dismiss the counterclaims because  
8 they easily survive that threshold. The counterclaims are moving forward to discovery  
9 and eventually for the judge or jury to determine their validity, just like the guardian’s  
10 claims which are far from proven.
- 11 • Kimberly states the Defendants’ counterclaims are against June’s guardian, which is  
12 misleading. One counterclaim is against Kimberly as June’s guardian (quiet title), but  
13 all the third-party claims are against Kimberly as an individual (not as guardian) and her  
14 boyfriend Dean Loggans.
- 15 • Kimberly says “both cases involve parties who have appeared in the guardianship case,  
16 namely, Rodney Yeoman, Richard Powell, and Kandi Powell.”<sup>4</sup> This statement is  
17 clearly wrong as the Powells have never appeared in the guardianship case. In reality,  
18 the A case involves four parties who are not parties to the guardianship case—Kimberly  
19 as an individual, Dean Loggans, Dick Powell, and Kandi Powell.

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27 <sup>2</sup> Ex. 2, at 9, ¶ 46.

28 <sup>3</sup> *Id.* at ¶¶ 44-45.

<sup>4</sup> Mot., at 4:19-21.

1 **Legal Standards.**

2 NRCP 42(a) allows the Court, if it chooses, to consolidate actions if they “involve a  
3 common question of law or fact.” The Court has “broad, but not unfettered, discretion in  
4 ordering consolidation.” *Nalder v. Eighth Judicial Dist. Court in & for Cty. of Clark*, 136 Nev.  
5 Adv. Op. 24, 462 P.3d 677, 684 (2020).

6 **This Court May Not Have Jurisdiction to Resolve the Claims in the A Case.**

7  
8 One of the central questions in the A case is whether June had mental capacity when she  
9 chose to sell the Kraft House to Dick and Kandi Powell. As Kimberly argues in the Motion,  
10 “[t]he entire point” of the A case was to obtain relief for civil wrongs June allegedly suffered  
11 “while she lacked mental capacity.”<sup>5</sup> However, this Court has specifically stated it doesn’t have  
12 jurisdiction to determine whether June was competent at the time of the sale of the Kraft House:

13 I don’t even know that that falls under the guardianship, my jurisdiction to make  
14 a determination if she was competent at that time to make those transactions. So  
15 that certainly never came out of my mouth, and that certainly was not a part of  
16 what I asked the investigators to take a look at. \*\*\* I have no jurisdiction to do  
that.<sup>6</sup>

17 Although family division courts have authority to address other matters related to cases  
18 within its jurisdiction, it should only do so in rare situations and this is not one of those situations.  
19 The family court division has exclusive jurisdiction of guardianship matters, *see Matter of*  
20 *Guardianship of T.T.H.*, 421 P.3d 282 (Nev. 2018). Addressing other matters related to cases  
21 within its jurisdiction should be an exception, not the norm. For instance, in *Landreth v. Malik*,  
22 the Nevada Supreme Court determined the family division can “preside over a case improperly  
23 filed or assigned to the family court division,” 127 Nev. 175, 186, 251 P.3d 163, 170 (2011), but  
24 it noted that this occurrence would be rare:  
25

26  
27 <sup>5</sup> Mot. 4:34-27.

28 <sup>6</sup> Transcript, Jan. 14, 2020, 24:21-25:12

1 This issue is not likely to arise often because local rules serve to prevent litigants  
2 from purposefully filing in family court when their claims have no arguable  
3 relation to the proceedings set forth in NRS 3.223. *See* EDCR 1.60(h); WDFCR  
4 37. Additionally, the chief judge has the authority to reassign cases incorrectly  
5 filed in the family court division to a more appropriate venue. *See* EDCR  
6 1.60; *see also* WDCR 2; NRS 3.025.

7 *Id.* at n.6 (*see also* Gianelloni, Charles, “Summary of Landreth v. Malik, 127 Nev. Adv. Op. No.  
8 16” (2011). Nevada Supreme Court Summaries. Paper 270.  
9 <http://scholars.law.unlv.edu/nvscs/270> (“the majority was quick to note that this would be rare –  
10 only in situations where a case was mis-assigned to family court would this likely occur”).

11 The guardianship law contemplates that certain actions related to guardianship should  
12 still be filed in a separate civil court. NRS 159.095 instructs guardians to represent a protected  
13 person in all actions to which the protected person is a party and requires the guardian to notify  
14 the guardianship court of the final resolution. That statute does not require all such actions to be  
15 consolidated into the guardianship action. Also, NRS 159.111(1) allows a claimant to file a  
16 petition for approval of a rejected claim against the protected person in the guardianship court or  
17 commence a separate action or suit on the rejected claim. These procedures and requirements  
18 would not make sense if a guardian were able to consolidate a regular civil case with a  
19 guardianship case. Further, this matter is not a rare case in which consolidation is appropriate or  
20 makes sense.

#### 21 **Consolidating the Cases Will Not Save Time or Money Because No Redundancy Exists.**

22 There is little to no redundancy or duplication between the two cases that would result in  
23 a savings of time or money, and Kimberly has not identified any. Kimberly argues the A case  
24 focuses on June and is based on the same set of facts. While June is clearly the focus of the  
25 guardianship case and her interests are a central part of the A case, only one counterclaim in the  
26 A case is against Kimberly as guardian of the estate (quiet title). All the other counterclaims are  
27  
28

1 against Kimberly and Dean as individuals, and two of the counterclaimants are Dick and Kandi  
2 who are not parties to the guardianship.

3 Most of the claims in the A case, and the events arising from them, are not directly related  
4 to the guardianship case. In contrast to the guardianship case, which focuses on June's welfare  
5 from the time the petition for guardianship was filed, the claims and counterclaims in the A case  
6 focus on some events that occurred long before the petition for guardianship. For instance, the  
7 sale of the Kraft House occurred about 20 months before the guardianship case began.  
8

9 The A case focuses on issues about which this Court has not received evidence or made  
10 factual determinations. For instance, the Court has not received evidence regarding Kimberly's  
11 alleged powers of attorney and has not received evidence or made a determination regarding the  
12 sale of the Kraft House. The investigator's report played no role in the Court's decision because  
13 it was filed long after Kimberly became guardian. The counterclaims focus on other facts about  
14 which this Court has made no determination, such as June's kidnapping, Gerry's loss of  
15 companionship with his wife June, and the actions of Kimberly and Dean in regard to the Kraft  
16 House. While all of these events are related to some degree, the guardianship court has not  
17 addressed them and, thus, there would be little to no benefit in savings of time or money from  
18 consolidation.  
19

20 Contrary to Kimberly's assertion, consolidation will not avoid redundant motions  
21 because there is little to no overlap between the cases. The major decisions in the guardianship  
22 case have been decided—all that remains is the ongoing administration of the guardianship. In  
23 contrast, the A case is just beginning. As a result, there will be few, if any, redundant motions  
24 between the two cases because their aims and posture are different, and nothing new has occurred  
25 since Kimberly chose to file the A case that would change this fact.  
26

27 Consolidation also would not save any time or money in regard to discovery because no  
28 discovery has occurred in the guardianship case, and the Court did not hold an evidentiary

1 hearing. Although the parties have shared a few documents with each other and the investigator  
2 in the guardianship case, those are only the tip of the iceberg as to what testimony and evidence  
3 will be involved in the A case, as evidenced by the guardian's initial production of more than  
4 2,300 documents in the A case, almost none of which have been disclosed in connection with  
5 the guardianship. Moreover, as the Court has said, "[w]orking with the investigator to give her  
6 documents isn't discovery" and her report to the Court is "not recommendations to me" and "I  
7 don't adopt her factual findings."<sup>7</sup> In other words, very little actual, verifiable evidence exists as  
8 a result of the guardianship case; thus, discovery in the A case will duplicate little to nothing in  
9 the guardianship case.  
10

11 Kimberly argues that consolidation is necessary because one of her claims involves a  
12 guardianship statute, but her other claims involve non-guardianship statutes and it was her choice  
13 to seek redress through the A case rather than through this Court.  
14

15 Consolidation of these two cases will likely result in little to no savings in time or money.

16 **Several Other Factors Weigh Against Consolidation.**

17 The parties and issues in the two cases are different. Contrary to Kimberly's assertion,  
18 Dick and Kandi Powell are not parties to the guardianship case. In addition, Dean Loggans and  
19 Kimberly (as an individual) are parties to the A case but not the guardianship case. Kimberly  
20 also argues that with the counterclaims in the A case Gerry, Dick, and Kandi are attempting to  
21 relitigate issues from the guardianship case. As described above, this argument fails because  
22 none of the issues in the A case have been litigated. This Court has made no findings of fact or  
23 conclusions of law regarding ownership of the Kraft House, June's kidnapping, Kimberly and  
24 Dean's legal right to occupy the Kraft House and their destruction of June and Gerry's marital  
25  
26  
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<sup>7</sup> January 14, 2020 transcript 8:21 to 10:2.

1 relationship, or whether Kimberly has abused the legal process in this case or others. If it had,  
2 then there would likely be no need for the A case.

3 Kimberly also argues the counterclaims are a “collateral attack on this Court’s prior  
4 decisions,” which is anything but true. The counterclaims have nothing to do with this Court’s  
5 actions and everything to do with Kimberly’s and Dean’s harmful actions against Gerry, Dick,  
6 and Kandi, almost all of which occurred prior to the guardianship even being filed. For instance,  
7 they forcefully took June from Gerry without any legal authority and impeded their marital  
8 relationship. They interfered with the legal and valid sale of the Kraft House done with June’s  
9 informed consent and occupied the house against the owners’ wishes. The abuse-of-process  
10 claim alleges that Kimberly improperly issued a lis pendens in this case and in the other case  
11 involving powers of attorney and alleges she has made false statements in this case and others.  
12 The counterclaims focus on Kimberly and Dean and how their improper actions have harmed  
13 the Defendants.  
14

15  
16 Kimberly argues that the counsel in both cases are the same, which is true now, but,  
17 presumably, Dean Loggans will have his own counsel as Marquis Aurbach Coffing appears not  
18 to be representing him in the A case.

19 Finally, two practical considerations make consolidation difficult, if not impossible.  
20 First, this Court’s courtroom is not sufficiently large or equipped to handle a jury trial, which  
21 could result in significant delay to the A case. Second, this Court has special jurisdiction over  
22 guardianship cases with expertise in this area, and given its large docket of these cases it may  
23 not make sense for the Court to expend its resources on an A case.  
24

25 ///

26 ///

27 ///

1 **Conclusion.**

2 Kimberly would have the Court believe the guardianship case and A case are essentially  
3 identical and can easily be consolidated with significant savings in time and money, but that is  
4 not true. The parties and issues in the two cases are different and little to nothing from the  
5 guardianship case would aid in completing the A case. In the end, Kimberly's Motion appears  
6 to amount to nothing more than forum shopping and should be denied.  
7

8 Dated this 13th day of July, 2020.

9 GHANDI DEETER BLACKHAM

10 /s/ Laura A. Deeter

11 Laura A. Deeter, Esq.  
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**CERTIFICATE OF SERVICE**

That on the 13<sup>th</sup> day of July, 2020, I deposited in the Post Office at Las Vegas, Nevada, a copy of the within OPPOSITION TO MOTION TO CONSOLIDATE, enclosed in a sealed envelope, upon which postage was fully prepaid, and addressed as follows, and pursuant to EDCR 8.05(a) and 8.05(f) and Rule 9 of N.E.F.C.R, caused an electronic copy to be served via Odyssey to the email addresses noted below:

**Via Electronic Service**

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