

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

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

KATHLEEN JUNE JONES,

Appellant,

vs.

ROBYN FRIEDMAN; AND DONNA  
SIMMONS,

Respondents.

No. 83967

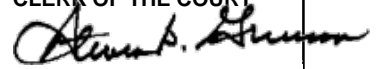
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**RESPONDENTS' APPENDIX  
Volume 2 (Nos. 229–468)**

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*Attorneys for Respondents, Robyn Friedman and Donna Simmons*



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

\*\*\*

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


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

**NOTICE OF ENTRY OF ORDER**

TO ALL INTERESTED PARTIES:

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

Dated this 4th day of October, 2019.

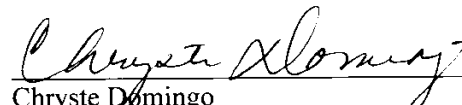
  
Chryste Domingo  
Judicial Executive Assistant to the  
HONORABLE LINDA MARQUIS

**CERTIFICATE OF SERVICE**

I hereby certify that on the above file stamped date:

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

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

  
Chryste Domingo  
Judicial Executive Assistant to the  
HONORABLE LINDA MARQUIS

LINDA MARQUIS  
DISTRICT JUDGE  
FAMILY DIVISION  
DEPT. B  
LAS VEGAS, NV  
89101-2408



1 **ORDR**

2 **DISTRICT COURT**  
3 **CLARK COUNTY, NEVADA**

4  
5 In the Matter of the Guardianship of:

6 Kathleen Jones

7  
8 Protected Person(s)

Case No.: G-19-052263-A

Department: B

Return Hearing: October 15, 2019

9 **ORDER TO APPOINT INVESTIGATOR**

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

12 **IT IS HEREBY ORDERED:**

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

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

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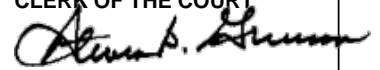
10 IT IS SO ORDERED.

11 Dated this 17<sup>th</sup> day of October, 2019.

12   
13 DISTRICT COURT JUDGE 

14 LINDA MARQUIS  
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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,  
  
Proposed Protected Person.

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

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

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

<input checked="" type="checkbox"/> <b>TEMPORARY GUARDIANSHIP</b> <input type="checkbox"/> Person <input type="checkbox"/> Estate <input type="checkbox"/> Special Guardianship <input checked="" 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

1 Rodney Gerald Yeoman (“Gerry”), husband of the Proposed Protected Person Kathleen  
2 June Jones (“June”), by and through his counsel Ty E. Kehoe, Esq. and Matthew C. Piccolo, Esq.,  
3 submits this supplement to his Opposition and Counter-Petition filed on October 2, 2019 to clarify  
4 some important facts as the Court considers whether to grant a petition for general guardianship.  
5 **The Court should return June and Gerry to the “status quo” regarding their living**  
6 **arrangements that existed before the original petition for guardianship was filed.**  
7

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

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

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

3       The only reason this dispute arose—and that Kimberly took June from her husband  
4 Gerry—is because June's daughters learned that Richard and Kandi Powell had purchased the  
5 Kraft House from June and disputed the validity of the sale. Yeoman Decl., ¶ 8.<sup>1</sup> After learning  
6 of this fact, Kimberly forcibly took June from Gerry and moved into the Kraft House (June and  
7 Gerry's marital home) with her boyfriend and June, but Kimberly has not allowed Gerry to move  
8 back in and live alone with June. Instead, Gerry is only allowed to visit with June from 8:00 am  
9 to 8:00 pm each day and is forced to travel thirty minutes each way to do so.

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

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

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

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

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

23 The First Amendment also provides constitutional protection for the Freedom of  
24 Association. Indeed, “choices to enter into and maintain certain intimate human relationships  
25 must be secured against undue intrusion by the State,” *Roberts v. U.S. Jaycees*, 468 U.S. 609, 617  
26 (1984), and the type of relationships that receive this protection “are those that attend the creation  
27 and sustenance of a family—marriage, childbirth, the raising and education of children, and  
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1 cohabitation with one's relatives," *id.* at 619.

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

13 **Conclusion**  
14

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

18 Dated this 11<sup>th</sup> day of October, 2019.

KEHOE & ASSOCIATES

19 /s/ Ty E. Kehoe

20 Ty E. Kehoe, Esq.

Matthew C. Piccolo, Esq.

21 PICCOLO LAW OFFICES

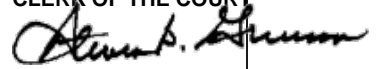
22 **VERIFICATION**

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

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

3 I declare under penalty of perjury under the law of the State of Nevada that the foregoing  
4 is true and correct.  
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6  
7 By: Rodney G. Yeoman  
Rodney Gerald Yeoman  
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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,

Proposed Protected Person.

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

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

**DECLARATION OF RODNEY GERALD YEOMAN**

STATE OF NEVADA           )  
  ) ss.  
COUNTY OF CLARK        )

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

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

1 of 3

Declaration: G-19-052263-A

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

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

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

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

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

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

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

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

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



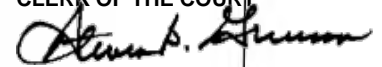
1           11. June's well-being and mine are interrelated—we will both be healthier  
2 emotionally and physically if we are able to live together as husband and wife, as we had done  
3 for nine years before this issue with the house arose.

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

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

7  
8 EXECUTED on 10-11-19

Rodney G. Yeoman  
Rodney Gerald Yeoman



**NIMP**

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Attorneys for Petitioners

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Kathleen June Jones, )

An Adult Protected Person. )

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

**NOTICE OF INTENT TO MOVE THE PROTECTED PERSON**

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


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

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

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

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

MICHAELSON & ASSOCIATES, LTD.

  
John P. Michaelson, Esq.  
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2200 Paseo Verde Parkway, Ste. 160  
Henderson, Nevada 89052

**CERTIFICATE OF SERVICE**

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

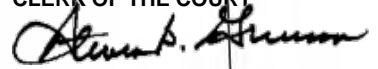
Kathleen June Jones 6277 Kraft Avenue Las Vegas, Nevada 89130	Maria L. Parra-Sandoval, Esq. Legal Aid Center of Southern Nevada <a href="mailto:mparra@lacsns.org">mparra@lacsns.org</a>
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Jeffrey P. Luszeck, Esq. Ross E. Evans, Esq. SOLOMON DWIGGINS & FREER, LTD. <a href="mailto:jluszeck@sdfnvlaw.com">jluszeck@sdfnvlaw.com</a> <a href="mailto:revans@sdfnvlaw.com">revans@sdfnvlaw.com</a>  Attorney for Kimberly Jones	Teri Butler 586 N. Magdalena Street Dewey, AZ 86327
Jen Adamo 14 Edgewater Drive Magnolia, DE 19962	Scott Simmons 1054 S. Verde Street Anaheim, CA 92805

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

MICHAELSON & ASSOCIATES, LTD.

  
Employee of Michaelson & Associates





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**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Kathleen June Jones, )  
An Adult Protected Person. )

Case Number: G-19-052263-A  
Department: B  
Date of Hearing: 10/15/19  
Time of Hearing: 10:00 a.m.

**REPLY TO OPPOSITIONS FILED**

☒ TEMPORARY GUARDIANSHIP  
☐ Person  
☐ Estate ☐ Summary Admin.  
☒ Person and Estate

☐ SPECIAL GUARDIANSHIP

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

☒ GENERAL GUARDIANSHIP  
☐ Person  
☐ Estate ☐ Summary Admin.  
☒ Person and Estate

☐ NOTICES / SAFEGUARDS

☐ Blocked Account  
☐ Bond Posted  
☐ Public Guardian Bond

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

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

## 9 **MEMORANDUM OF POINTS AND AUTHORITIES**

### 10 **Introduction**

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

22 2. Robyn and Donna were compelled to seek court intervention when it became clear that  
23 Kimberly's actions as Agent with authority under a Durable Power of Attorney signed by Ms.  
24 Jones in 2012 were not sufficient to protect Ms. Jones from financial abuse. Further, Kimberly, in  
25

1 her capacity as agent with authority under Healthcare Power of Attorney signed by Ms. Jones in  
2 2005 has failed to properly outline a care plan for Ms. Jones to protect her and provide for the  
3 reliable, continuous caregiving that Ms. Jones requires, despite a prolonged set of disputes about  
4 Ms. Jones' care and finances.

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

18 4. Both Gerry and Kimberly have represented to this Court that the financial and healthcare  
19 powers of attorney are sufficient to provide adequate care and protection for Ms. Jones, but in this  
20 case the Powers of Attorney have not proven even remotely adequate. At the last hearing, all  
21 parties acknowledged that the protected person's home was transferred out of her name for far less  
22 than market value. To date, no explanation or details of that transaction have been forthcoming.  
23 All parties acknowledge and/or allege incongruities, unexplained withdrawals and account  
24 ownership changes adversely affecting the protected person. The parties' pleadings acknowledge  
25



1 the protected person was moved several times by one party or another over the objection of other  
2 parties and that isolation of the protected person from one or the other of her loved ones ensued.  
3 No one denies, nor can they truthfully deny, that Ms. Jones' medical appointments were cancelled  
4 by her husband or by her husband's son-in-law, neither of whom had POA, a supported decision-  
5 making agreement or guardianship to act in behalf of Ms. Jones. The pushing and pulling of Ms.  
6 Jones between her loved ones resulted in Ms. Jones losing her identification cards, medical  
7 information, clothing, medical files, and even her pets at times. She has endured an unstable,  
8 unsafe, and extremely contentious environment for weeks and even months at this point.

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

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

20 6. At the Hearing on Temporary Guardianship held in this honorable Court on October 3,  
21 2019, Gerry, through his counsel, expressed a desire for the Temporary Guardianship granted to  
22 Robyn and Donna to expire and the Powers of Attorney to be reinstated. Gerry cannot have it both  
23 ways; he should not be able to repeatedly question, challenge and attack the validity of the Powers  
24 of Attorney in court filings, verbally, through his counsel and in virtually every interaction with  
25

1 the protected person's family, and then turn around and attempt to have the guardianship dismissed  
2 because of the existence of Powers of Attorney.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15 21. On October 9, 2019, after getting almost nowhere for nearly three weeks in getting  
16 Kimberly to disclose information about her mother's doctors, medications and finances, counsel  
17 for Robyn and Donna requested and counsel for Kimberly agreed to a meeting at Kimberly's  
18 counsel's office. A two-hour meeting ensued between counsel for Kimberly and counsel for  
19 Robyn and Donna (with the parties present) at the law offices of Solomon, Dwiggin, and Freer.  
20 Kimberly claimed to not comprehend what the guardians needed. Counsel for the guardians and  
21 the guardians were asked to explain what they needed. Incredibly, counsel for the guardians and  
22 Robyn and Donna were forced to reiterate that what was required to begin with is: (1) a complete  
23 and full list of their mother's doctors, including all specialists, and their contact information; (2) a  
24  
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1 complete and full list of medications their mother has been taking; (3) a complete and full inventory  
2 of their mother's assets and income and (4) a complete budget or list of bills, expenses or  
3 obligations.

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

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

18 24. Robyn and Donna respectfully ask the Court to consider that, even with the force of this  
19 Honorable Court behind them, they have been unable to procure any type of meaningful  
20 cooperation from Kimberly. Whether it is a refusal or an inability to provide simple financial  
21 information with respect to Ms. Jones, who does not have a complicated or extensive financial  
22 situation, Kimberly is demonstrating that she should not be put back in a position of control without  
23 any oversight.  
24  
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1 25. Robyn and Donna have been similarly unable to procure any meaningful medical or  
2 financial information from Gerry. Through counsel, Gerry has repeatedly stated either that  
3 Kimberly has all of the information or that the information is not necessary under a temporary  
4 guardianship. *See Exhibit 4.* Robyn and Donna disagree. The sole purpose of the temporary  
5 guardianship is to finally provide a stable and financially responsible living situation for Ms. Jones.  
6 This is only achievable with a comprehensive picture of Ms. Jones' financial situation as well as  
7 the medical information necessary to formulate an ongoing Care Plan for Ms. Jones.

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

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

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

#### 4 **Elder Abuse**

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

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

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

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

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

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

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

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

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

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



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

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

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

6 ...

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

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

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

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

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

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

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

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

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

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

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

#### 20 **Opposing Parties Are Not Suitable Guardians**

21 37. Both Kimberly and Gerry rightly state in their filings that Robyn and Donna do not have a  
22 statutory priority to be guardians. However, in light of the questions raised regarding the financial  
23 transactions that have occurred to Ms. Jones' detriment, Robyn and Donna request that their  
24 appointment as guardians continue. The safety and well-being, both personal and financial, of the  
25



1 protected person is of the utmost importance and the Court is of course given discretion to  
2 determine that a nominated person is not "qualified and suitable" to be appointed as guardian for  
3 the protected person or proposed protected person. *NRS 159.0613*

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

7 39. Gerry is not suitable as guardian because he is currently the subject of allegations of  
8 misappropriation of Ms. Jones property, including the Kraft house, and contributing to abuse of  
9 Ms. Jones for failure to promptly provide all information concerning her medication, doctors and  
10 finances. Also, upon information and belief, Gerry has caused some of Ms. Jones medical  
11 appointments to be cancelled because he believed the appointments may have related to Kimberly  
12 seeking her appointment as guardian and/or investigating the transfer of the Kraft house away from  
13 Ms. Jones. Finally, as the parties have discussed at length, Gerry is suffering from ill health and  
14 has to leave intermittently to Arizona for treatment. In fact, he has been in Arizona again for the  
15 entire week prior to the Court's October 15, 2019 hearing. He and his family have requested that  
16 Ms. Jones' family step in to care for Ms. Jones because of his ill health. *See Exhibit 6 attached*  
17 *hereto, which is a copy of a text message sent by Gerry's daughter to Robyn.* The guardians assert  
18 that under no circumstances should Gerry be appointed guardian.  
19

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

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

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

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

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

#### 22 **Summary**

23 45. Robyn and Donna were compelled to seek court intervention when it became clear  
24 that Kimberly's actions as Agent with authority under the Durable Power of Attorney and  
25

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

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

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

19       **WHEREFORE**, Petitioners pray:

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

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

DATED: October 14, 2019.

MICHAELSON &amp; ASSOCIATES, LTD.

John P. Michael

John Michaelson, Esq.

Nevada Bar No. 7822

Lora Caindec-Poland, Esq.

Nevada Bar No. 14178

2200 Paseo Verde Parkway, Ste. 160

Henderson, Nevada 89052

### Counsel for Petitioners

### CERTIFICATE OF SERVICE

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

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



1 LaChasity Carroll  
2 [lcarrol@nvcourts.nv.gov](mailto:lcarrol@nvcourts.nv.gov)

3 MICHAELSON & ASSOCIATES, LTD.

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5 Employee of Michaelson & Associates  
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**VERIFICATION**

STATE OF NV )  
COUNTY OF Clark ): ss.

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

By: Robyn Friedman

Robyn Friedman

SUBSCRIBED and AFFIRMED to before me this

14 day of October, 2019 by Robyn Friedman

Hardeep Kaur  
NOTARY PUBLIC in for said County and State

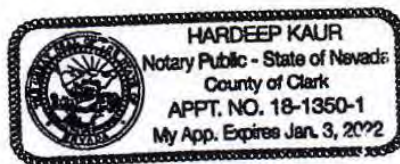
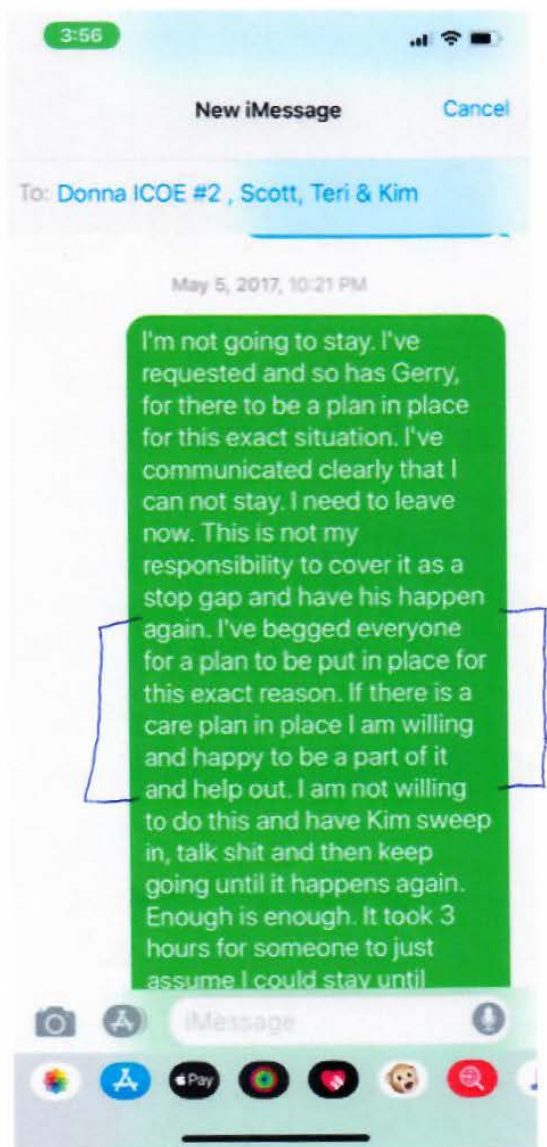


EXHIBIT “1”

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## EXHIBIT “2”

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**Lora L. Caindec-Poland**

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

Mr. Johnson,

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

Thank you,

Lora Caindec-Poland, Esq.  
Attorney  
Michaelson & Associates, Ltd.  
[www.michaelsonlaw.com](http://www.michaelsonlaw.com)  
Email: [lora@michaelsonlaw.com](mailto:lora@michaelsonlaw.com)  
Tel: 702-731-2333  
Fax: 702-731-2337

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

Summerlin Office  
1980 Festival Plaza Drive, Suite 300  
Las Vegas, NV 89135  
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September 26, 2019

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

Dear David,

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

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

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

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

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

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

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

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

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

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

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

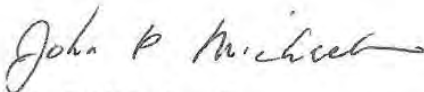
My clients have set up Google documents for the following:

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

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

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

Sincerely,



John P. Michaelson, Esq.



**Lora L. Caindec-Poland**

---

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

Mr. Kehoe,

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

Thank you,

Lora Caindec-Poland, Esq.  
Attorney  
Michaelson & Associates, Ltd.  
[www.michaelsonlaw.com](http://www.michaelsonlaw.com)  
Email: [lora@michaelsonlaw.com](mailto:lora@michaelsonlaw.com)  
Tel: 702-731-2333  
Fax: 702-731-2337

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

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

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September 24, 2019

Mr. Kehoe,

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

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

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

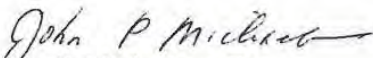
In the interest of keeping all interested family members involved and informed, my clients have set up Google documents for the following:

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

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

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

Sincerely,

  
John P. Michaelson, Esq.



## EXHIBIT “3”

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**Lora L. Caindec-Poland**

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

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

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

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

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

**The District**

2200 Paseo Verde Parkway, Suite 160  
Henderson, Nevada 89052  
\*Please send correspondence to Henderson address

**Downtown Summerlin**

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

**Reno**

5470 Kietzke Lane, Suite 300  
Reno, Nevada 89511

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

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

**Lora L. Caindec-Poland**

---

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

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

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

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

John P. Michaelson, Esq.  
MICHAELSON & ASSOCIATES, LTD.  
[john@michaelsonlaw.com](mailto:john@michaelsonlaw.com)  
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- 1) Personal property
  - a) Clothes- *to date, guardians have received 4 shirts from Dick. Where is the rest of June's extensive wardrobe?*
  - b) Wallet- *guardians have received an ID from Gerry and one debit card. They request insurance card(s) and any other cards from June's wallet*
  - c) June's jewelry
- 2) Medical information
  - a) All records in Kim's possession. She has previously kept detailed records in a plastic bin. She has shared these records with multiple other care providers for June.
  - b) Names and contact information for all specialists of which you are aware
    - i) Neurologist
    - ii) Cardiologist
    - iii) Ophthalmologist
    - iv) Mobility
    - v) Audiologist
    - vi) Hip replacement
    - vii) Gastroenterology
    - viii) Any others
  - c) List of current prescriptions, prescribing doctors, what medication is for, when it is given, special instructions
  - d) Upcoming appointments and contact information
  - e) Schedule for Memory Movers
  - f) Diagnosis- Kim has said that June has Alzheimer's
    - i) When and where was that diagnosed
    - ii) What doctor made the diagnosis
    - iii) Any other diagnosis that Gerry was present to be informed of
    - iv) Details about visit to University of California, Irvine
    - v) Dementia medication
      - (1) When did she begin taking it?
      - (2) What doctor prescribed it?
  - g) Information regarding brain scans that have been recently shown to doctors
- 3) Medication
  - a) Actual tablets, bottles and/or vials, etc.
- 4) Financial information
  - a) List of any banks June is known to utilize
  - b) Bank accounts
    - i) What bank
    - ii) Account numbers

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

EXHIBIT “4”

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## Lora L. Caindec-Poland

---

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

John,

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

Jeffrey P. Luszeck

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



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



# Kimberly's response - received 10/10/2019

## 1) Personal property

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

## 2) Medical information

- a) All records in Kim's possession. She has previously kept detailed records in a plastic bin. She has shared these records with multiple other care providers for June.
- b) Names and contact information for all specialists of which you are aware
  - i) Neurologist -Marwan N. Sabbagh, 702-483-6000 Lou Ruvo Center For Brain Health Cleveland Clinic Neurological Institute 888 West Bonneville Avenue Las Vegas, Nevada 89106
  - ii) Cardiologist -None to my knowledge
  - iii) Ophthalmologist -Retina Consultants of Nevada 702-369-0200
  - iv) Mobility -Trevor Physical Therapist 702-483-6000 Lou Ruvo Center For Brain Health Cleveland Clinic Neurological Institute 888 West Bonneville Avenue Las Vegas, Nevada 89106
  - v) Audiologist -Not that I'm aware of. Has hearing aids refuse to wear them.
  - vi) Hip replacement -Desert Orthopedic Center 702-731-4088 2800 East Desert Inn Road, Suite 100 Las Vegas, Nv 89121
  - vii) Gastroenterology - Comprehensive Digestive Institute of Nevada 702-483-4483 8530 W. Sunset Rd, Ste 230 Las Vegas, Nv 89113
  - viii) Any others -Not to my knowledge
- c) List of current prescriptions, prescribing doctors, what medication is for, when it is given, special instructions -Medication taken at night. Prescribed by Hedi Baker: Omeprazole DR 40mg once a day for acid reflux, Metoprolol ER 25mg once a day for blood pressure, Famotidine 40mg once a day for stomach, Alendronate 70mg once a week for acid reflux Prescribed by Neurologist Dr. Sabbagh: Donepezil HCL 10mg once a day for memory. Special instructions take 1 tablet for the first month then ½ tablet daily, started September 9, 2019. Over the counter: Preserve Vision AREDS 2 once a day for vision, Nature Made B12 1000mg time released once a day.
  - i) Upcoming appointments and contact information -Physical Therapy Trevor Mahoney, 702-483-6000 Lou Ruvo Center For Brain Health Cleveland Clinic Neurological Institute 888 West Bonneville Avenue Las Vegas, Nevada 89106 10/15/19 9:00am, 10/17/19 9:00am, Neurology 12/1/19 8:00am

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

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

John,

Thank you for the communication. In the future, please use my gmail address: [TyKehoeLaw@gmail.com](mailto:TyKehoeLaw@gmail.com).

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

Please provide Google Doc access to [RPowell@kds.org](mailto:RPowell@kds.org).

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

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

Sincerely,

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

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



## Lora L. Caindec-Poland

---

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

John,

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

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

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

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

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

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

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

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

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

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



## EXHIBIT “5”

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*Steven D. Grierson*

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

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Kathleen June Jones, )

An Adult Protected Person. )

Case Number: G-19-052263-A

Department: B

**PROPOSED CARE PLAN**

☒ **TEMPORARY GUARDIANSHIP**

☐ Person

☐ Estate

☒ Person and Estate

☐ **GENERAL GUARDIANSHIP**

☐ Person

☐ Estate

☐ Person and Estate

☐ Summary Admin.

☐ **SPECIAL GUARDIANSHIP**

☐ Person

☐ Estate

☐ Person and Estate

☒ **NOTICES / SAFEGUARDS**

☒ Blocked Account

☐ Bond Posted

☐ Public Guardian Bond

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

///

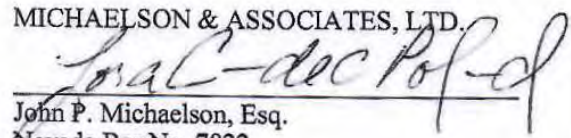
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1 Kathleen June Jones, the adult protected person, attached hereto as **Exhibit "1."**

2 DATED: October 2, 2019.

3 MICHAELSON & ASSOCIATES, LTD.

4   
5 John P. Michaelson, Esq.

6 Nevada Bar No. 7822

7 Lora L. Caindec-Poland, Esq.

8 Nevada Bar No. 14178

9 2200 Paseo Verde Parkway, Ste. 160

10 Henderson, Nevada 89052

11 Counsel for Temporary Guardians



**CERTIFICATE OF SERVICE**

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

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

MICHAELSON & ASSOCIATES, LTD

Employee of Michaelson & Associates



## **GUARDIANSHIP CARE PLAN**

10/01/2019

Kathleen June Jones

Prepared by

Gina Jolliff, MSG, CMC

Aging Life Care Professional

Aging Perspectives, LLC

## Problems, Goals and Tasks for Care Development

### Medical

Problem: Cognitive Impairment

Suspected diagnosis of Progressive Vascular Dementia (VaD) or  
Alzheimers

Goals: Provide 24/7 supervised care

Tasks: Provide options for supervised care

### Functional Limitations

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

Goals: Arrange appropriate level of care at all times

Tasks: Provide options to ensure continuity of care

### Legal

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

Goals: Regain legal possession of home

Tasks: Retained Real Estate Attorney

### Housing

Problem: Housing instability with care provision

Goals: Ensure housing serves the best interest of Ward

Tasks: Provide multiple options for housing security

## Provisional Care Options

### Option 1

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

Care provided by daughter Kimberly Jones with respite provision

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

### Option 2

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

Care provided by daughter Donna Simmons with respite provision

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

### Option 3

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

Care provided by daughter Robyn Friedman with support from current nanny

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



## Summary

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

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

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

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

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



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

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

## EXHIBIT “6”

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New iMessage

Cancel

To: Marci Pirolo

Tue, Apr 9, 4:51 PM

Good Evening to all of you, I wanted to let you all know that my dad is back in the hospital as of this morning and will most likely be in for a significant amount of time, weeks or longer. He passed out again this morning (luckily not while he was driving to get breakfast) he was very anemic and need a blood transfusion and then they can do the Angiogram and then either a stint put in or an actual heart valve surgery. They really don't think he will be getting out before then. June desperately needs a full time caregiver as Dad has been doing that for her but is no longer able to. Dad and June cannot afford it and Dick and my sister have been covering



Message



Sent from my iPhone

## EXHIBIT “7”

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SHARE

City, State, or Zip



1054 S Verde St, Anaheim, CA 92805



©2019 Google

Map data ©2019

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

OFF MARKET

Zestimate®: \$582,056

Rent Zestimate®: \$2,730 /mo

EST. REFI PAYMENT

Est. Refi Payment:

\$2,516/mo



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

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

### Facts and Features


**Type**

Single Family


**Year Built**

1968


**Heating**

No Data


**Cooling**

No Data


**Parking**

2 spaces


**Lot**

6,110 sqft

### INTERIOR FEATURES

**Bedrooms**

Beds: 3

**Flooring**

Floor size: 1,236 sqft

**Other Interior Features**

Room count: 6

### SPACES AND AMENITIES

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

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

**October 15, 2019      10:00 AM      Citation to Appear**

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

**COURT CLERK:**      Christensen, Karen; Stengel, Tanya

**PARTIES PRESENT:**

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

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

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

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

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

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

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

Court Clerks: Karen Christensen, Tanya Stengel (ts)

Scott Simmons, appeared telephonically.

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

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

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

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

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

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

Minutes Date:

October 15, 2019

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

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

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

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

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

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

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

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

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

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

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

COURT ORDERED,

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

Guardian shall file an INVENTORY within 60 DAYS.

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

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

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

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

**Printed Date: 10/22/2019**

**Page 2 of 3**

Minutes Date:

October 15, 2019

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

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

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

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

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

Attorney Luszeck shall prepare and submit an Order.

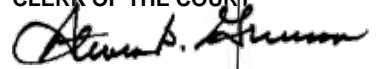
**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

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

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





**SUPP**

John P. Michaelson, Esq.  
Nevada Bar No. 7822  
Email: [john@michaelsonlaw.com](mailto:john@michaelsonlaw.com)  
Lora Caindec-Poland, Esq.  
Nevada Bar No. 14178  
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Counsel for Robyn Friedman and Donna Simmons

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Kathleen June Jones, )

An Adult Protected Person. )

Case Number: G-19-052263-A

Department: B

Date of Hearing: 10/15/19

Time of Hearing: 10:00 a.m.

**SUPPLEMENT TO REPLY TO OPPOSITIONS FILED**

☒ TEMPORARY GUARDIANSHIP

☐ Person

☐ Estate ☐ Summary Admin.

☒ Person and Estate

☐ GENERAL GUARDIANSHIP

☐ Person

☐ Estate ☐ Summary Admin.

☐ Person and Estate

☐ SPECIAL GUARDIANSHIP

☐ Person

☐ Estate ☐ Summary Admin.

☐ Person and Estate

☐ NOTICES / SAFEGUARDS

☐ Blocked Account

☐ Bond Posted

☐ Public Guardian Bond

COMES NOW Robyn Friedman and Donna Simmons hereby supplements its Reply to

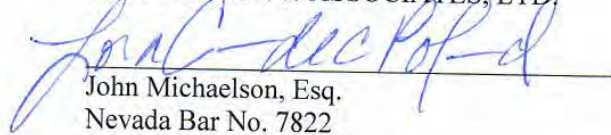
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1  
2 Oppositions Filed to include the executed Verifications of Robyn Freidman and Donna Simmons  
3 which are attached hereto.

4 DATED: October 15, 2019.

5 MICHAELSON & ASSOCIATES, LTD.

6 

7 John Michaelson, Esq.

8 Nevada Bar No. 7822

9 Lora Caindec-Poland, Esq.

10 Nevada Bar No. 14178

11 2200 Paseo Verde Parkway, Ste. 160

12 Henderson, Nevada 89052

13 Counsel for Petitioners  
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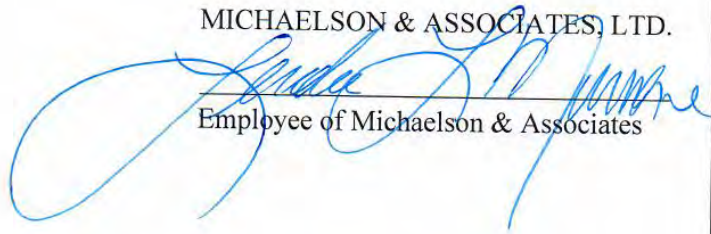
**CERTIFICATE OF SERVICE**

Pursuant to NEFCR 9, the undersigned hereby certifies a copy of the Supplement to Reply to Oppositions Filed was served on the following individual on October 14, 2019. In addition, pursuant to Nevada Rule of Civil Procedure 5(b), the undersigned hereby certifies that on October 15, 2019 a copy of the Supplement Reply to Oppositions Filed was mailed by regular US first class mail, postage prepaid, in a sealed envelope in Henderson, Nevada to the following individuals and/or entities at the following addresses:

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

MICHAELSON & ASSOCIATES, LTD.



Employee of Michaelson & Associates



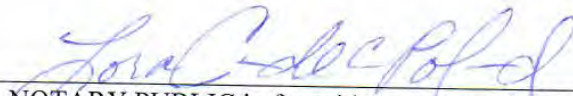
1  
2 VERIFICATION

3 STATE OF NEVADA )  
4 ) : ss.  
5 COUNTY OF CLARK

6 Robyn Friedman, being first duly sworn under penalty of perjury, hereby deposes and says:  
7 that she is a Petitioner in the above-referenced petition; that she has read the foregoing Reply to  
8 Oppositions Filed and knows the contents thereof; that the same are true of her own knowledge  
9 except as to those matters therein stated upon information and belief and as to those matters, she  
10 believes them to be true.

11   
ROBYN FRIEDMAN

12 SUBSCRIBED and AFFIRMED to before me this  
13 15 day of October, 2019 by Robyn Friedman

14   
15 NOTARY PUBLIC in for said County and State  
16



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Donna Simmons, being first duly sworn under penalty of perjury, hereby deposes and says: that she is a Petitioner in the above-referenced Reply; that she has read the foregoing Reply to Oppositions Filed and knows the contents thereof; that the same are true of her own knowledge except as to those matters therein stated upon information and belief and as to those matters, she believes them to be true.

SUBSCRIBED and AFFIRMED to before me this  
15 day of October, 2019 by Donna Simmons

NOTARY PUBLIC in for said County and State



FILED

JAN 31 2020

*Shirley H. Robinson*  
CLERK OF COURT

ORIGINAL

1 TRANS

2  
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4  
5 EIGHTH JUDICIAL DISTRICT COURT  
6 FAMILY DIVISION  
7 CLARK COUNTY, NEVADA  
8  
9

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

15 BEFORE THE HONORABLE LINDA MARQUIS  
16 DISTRICT COURT JUDGE

17 TRANSCRIPT RE: CITATION TO APPEAR

18 TUESDAY, OCTOBER 15, 2019  
19  
20  
21  
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24

1 APPEARANCES:

2       The Temporary Guardians: DONNA SIMMONS  
3       For the Temp. Guardians: ROBYN FRIEDMAN  
4                                   JOHN MICHAELSON, ESQ.  
5                                   2200 Paseo Verde Pkwy #160  
6                                   Henderson, Nevada 89052  
7                                   (702) 731-2333  
8  
9       The Protected Person: KATHLEEN JONES  
10       For the Protected Person: MARIA PARRA-SANDOVAL, ESQ.  
11                                   725 E. Charleston Blvd.  
12                                   Las Vegas, Nevada 89104  
13                                   (702) 386-1070  
14  
15       The Husband: JERRY YEOMAN  
16       For the Husband: TY KEHOE, ESQ.  
17                                   MATTHEW PICCOLO, ESQ.  
18                                   871 Coronado Center Dr., #200  
19                                   Henderson, Nevada 89052  
20                                   (702) 837-1908  
21  
22       The Daughter: KIMBERLY JONES  
23       For the Daughter: JEFFREY LUSZECK, ESQ.  
24                                   9060 West Cheyenne Avenue  
                                 Las Vegas, NV 89129  
                                 (702) 853-5483

Also Appearing:

Scott Simmons (telephonically)



1 LAS VEGAS, NEVADA

TUESDAY, OCTOBER 15, 2019

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

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

4  
5 THE COURT: This is the matter of the Guardianship  
6 of Kathleen Jones, G-19-052263-A. On the phone we have, sir,  
7 your name for the record?

8 MR. SIMMONS: Scott Simmons.

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

11 MR. SIMMONS: Scott Simmons.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14 THE COURT: Okay.

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

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

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

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

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



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

8 MS. FRIEDMAN: Or keys.

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

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

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

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

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

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

16 THE COURT: Uh-huh.

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

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

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

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

1 MS. PARRA-SANDOVAL: Yes.

2 THE COURT: Okay.

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

5 THE COURT: All right.

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

8 THE COURT: Uh-huh.

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

11 THE COURT: Uh-huh.

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

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

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

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

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



1 issue.

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

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

13 THE COURT: It was hidden from her?

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

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

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

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

21 MS. PARRA-SANDOVAL: Recently she has.

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

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

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

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

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

6 THE COURT: Probate?

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

11 THE COURT: Is that an action --

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

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

15 MS. PARRA-SANDOVAL: Her powers.

16 THE COURT: Yeah.

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

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

21 MS. K. JONES: Yeah.

22 THE COURT: Okay.

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

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

1 that or any of those documents?

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

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

6 MS. PARRA-SANDOVAL: Yes.

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

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

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

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

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

1 his sole home for nine years --

2 THE COURT: Well --

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

4 MS. PARRA-SANDOVAL: Your Honor --

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

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

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

18 MR. MICHAELSON: It's not.

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

21 THE COURT: Uh-huh.

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

1 Kimberly is there.

2 THE COURT: Okay. Thank you.

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

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

6 MR. KEHOE: That is true.

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

9 MR. KEHOE: No.

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

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

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

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



1 THE COURT: In Arizona, right?

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

5 THE COURT: Okay.

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

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

11 MR. KEHOE: Roughly May through August.

12 THE COURT: Of this year?

13 MR. KEHOE: Yes.

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

16 MR. KEHOE: Correct.

17 THE COURT: His daughter, sorry.

18 MR. KEHOE: His daughter.

19 THE COURT: Okay.

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

22 THE COURT: Uh-huh.

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

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

6 And they went down for treatment and --

7 THE COURT: When?

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

10 THE COURT: Of this year?

11 MR. KEHOE: Yes.

12 THE COURT: Okay.

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

17 MR. MICHAELSON: That is --

18 MR. KEHOE: -- the probate --

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

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

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

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

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

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

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

24 We then met in the hallway afterwards and discussed

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

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

7 MS. FRIEDMAN: No.

8 MR. MICHAELSON: Your Honor --

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

11 THE COURT: who said that?

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

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

1 professional caretaker eating breakfast.

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

5 MR. MICHAELSON: Your Honor --

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

6 MR. KEHOE: Okay.

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

9 MR. KEHOE: Let me address that.

10 THE COURT: Okay.

11 MR. KEHOE: That --

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

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

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

22 THE COURT: Let's see the documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8           THE COURT: Okay.

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

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

16           MR. LUSZECK: Correct.

17           THE COURT: And what'd she do?

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

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

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



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

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

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

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

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

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

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

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

9 MR. LUSZECK: Oh, well --

10 THE COURT: -- stipulated to --

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

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

14 MR. LUSZECK: Gotcha.

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

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

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

1 Jones.

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

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

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

15           THE COURT: Yeah, go ahead. Sorry.

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

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

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

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

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

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

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

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

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



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

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

9 MR. LUSZECK: Okay.

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

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

19 MR. LUSZECK: Okay.

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

1 And we haven't seen that.

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

3 MR. LUSZECK: Okay.

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

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

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

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

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

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

5 MR. LUSZECK: Well --

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

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

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

11 MR. LUSZECK: Okay.

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

13 MR. LUSZECK: Okay.

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

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

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

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

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

6           THE COURT: Well --

7           MR. LUSZECK: -- everybody should --

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

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

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

19           MR. LUSZECK: Pardon?

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

24           Counsel, anything else?

1 MR. LUSZECK: I --

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

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

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

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

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

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

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

8           MR. MICHAELSON: Make a counteroffer.

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

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

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

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



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

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

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

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

18           MR. MICHAELSON: Could she --

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

21           THE COURT: Hold on a second.

22           MR. MICHAELSON: Yeah.

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

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

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

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

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

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

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

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

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

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

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

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

7 MR. KEHOE: Okay.

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

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

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

16 THE COURT: That worries me, okay?

17 MR. MICHAELSON: May I just --

18 THE COURT: So -- hold on.

19 MR. MICHAELSON: Okay.

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

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

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

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

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

17 THE COURT: Right, right.

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

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

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

24 THE COURT: Okay.

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

3 THE COURT: Uh-huh.

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

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

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

10 THE COURT: Right now.

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

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

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

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



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

3 THE COURT: Okay.

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

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

14 THE COURT: Uh-huh.

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

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

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

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

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

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

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

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

7           MR. LUSZECK: No.

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

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

1 time and money arguing about it.

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

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

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

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

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

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

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

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

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

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

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

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

1 now.

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

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

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

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

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

24           THE COURT: Okay.



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

2 THE COURT: But now we're here.

3 MS. FRIEDMAN: So --

4 THE COURT: So look --

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

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

7 MS. FRIEDMAN: Uh-huh.

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

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

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

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

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

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

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

13 MS. FRIEDMAN: Yeah.

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

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

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

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

4 MS. FRIEDMAN: Neither of us do that.

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

7 MS. FRIEDMAN: Okay.

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

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

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

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

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

15           Yes, ma'am?

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

19           MS. FRIEDMAN: And Terri.

20           THE COURT: Okay.

21           MS. SIMMONS: And --

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

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

1 MS. SIMMONS: Okay.

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

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

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

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

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

22 MS. K. JONES: Your Honor?

23 THE COURT: Yes.

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

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

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

13           MS. FRIEDMAN: Yeah.

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

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



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

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

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

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

1 reasonable. Okay?

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

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

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

16           THE COURT: Sure.

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

19           THE COURT: Sure.

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

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

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

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

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

7 MS. SIMMONS: Okay. We --

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

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

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

24 MR. MICHAELSON: I could respond to that.

1 MR. KEHOE: So that does seem like an intent to take  
2 June out of her home, put --

3 THE COURT: Well, it's not hers, but where she's  
4 living.

5 MS. FRIEDMAN: Yeah, but can you say why?

6 MR. KEHOE: It --

7 MS. FRIEDMAN: Say why.

8 MR. MICHAELSON: It's an issue of communication  
9 here.

10 MR. KEHOE: The intent is for her to live there for  
11 the rest of her life, Judge.

12 THE COURT: I don't know that.

13 MR. KEHOE: It's been evidenced for 21 months, it's  
14 everybody knows it. They pretend like they don't --

15 THE COURT: I don't.

16 MR. KEHOE: -- but it's been said since the  
17 beginning of August.

18 MS. FRIEDMAN: We don't know that. He tried to  
19 evict her.

20 MR. KEHOE: When the question was first asked. But  
21 that's a concern, right? Moving June?

22 MS. FRIEDMAN: Yeah. It's a big one.

23 MR. MICHAELSON: So --

24 MR. KEHOE: So there is a -- a position by them that

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

2 MS. FRIEDMAN: No, we do.

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

4 MR. KEHOE: -- of June.

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

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

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

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

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

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

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

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

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

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

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

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

16          MS. FRIEDMAN: We want her at Craft.

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

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

24          MR. MICHAELSON: Yeah, it would --

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

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

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

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

8 THE COURT: Counsel.

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

11 MS. FRIEDMAN: No; daughter. Kim.

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

14 MS. FRIEDMAN: Yes.

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

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

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



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

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

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

5 MR. MICHAELSON: This --

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

8 MS. FRIEDMAN: Yeah, sorry.

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

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

17 MR. LUSZECK: Okay.

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

19 THE COURT: Yes.

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

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

6 THE COURT: Look, for the benefit --

7 MR. KEHOE: -- be an opportunity.

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

17 Counsel continue.

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

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

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

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

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

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

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

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

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

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

1 care.

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

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

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

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

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

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

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

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

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

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

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

1 anything and everything that this Court wants to do.

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

8 That's all this was about.

9 MS. FRIEDMAN: It still is.

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

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

18 MS. SIMMONS: -- to POA.

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

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

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

1 able to get the information.

2 THE COURT: Okay. Anything else? Counsel?

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

5 THE COURT: Go ahead.

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

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

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

16 THE COURT: Okay.

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

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

21 MS. K. JONES: Yes.

22 THE COURT: Nothing, money. Zero.

23 MS. K. JONES: Yes.

24 MR. LUSZECK: Yes, Your Honor.



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

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

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

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

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

11          THE COURT: Stop talking everyone, please.

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

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

17          MR. LUSZECK: Uh-huh.

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

19          MR. LUSZECK: Okay.

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

22          MS. K. JONES: Yes.

23          THE COURT: Anything else?

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

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

4 THE COURT: Counsel --

5 MR. KEHOE: -- medical document.

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

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

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

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

19 MR. KEHOE: Yes.

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

22 MR. KEHOE: Fair enough.

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

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

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

6 THE COURT: That's another issue --

7 MR. KEHOE: -- exchanging information.

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

9 MR. KEHOE: Okay.

10 THE COURT: Counsel, anything else about today?

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

16 THE COURT: All right. Anything else?

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

19 THE COURT: Okay. Anything else?

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

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

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

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

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

15 MS. FRIEDMAN: That's it.

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

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

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

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

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

7 MS. K. JONES: Thank you.

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

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

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

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

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

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

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

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

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

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

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

6 THE COURT: Okay.

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

9 THE COURT: Next to his daughter?

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

12 THE COURT: Sure.

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

15 THE COURT: Okay.

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

17 THE COURT: Okay.

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

20 THE COURT: Okay.

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



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

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

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

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

8 THE COURT: They didn't.

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

12 THE COURT: Okay.

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

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

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

23 THE COURT: Okay.

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

1 -

2 THE COURT: Okay.

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

7 THE COURT: Sure.

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

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

15 MR. KEHOE: Fair enough.

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

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

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

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

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

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

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

1 Counsel, so I -- I understand.

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

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

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

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

21 THE COURT: Uh-huh.

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

1 MS. FRIEDMAN: Kim called me in tears about that.  
2 THE COURT: Okay. Okay. Okay, so hold on. That's  
3 -- that's not my order. All right?  
4 MS. K. JONES: Right.  
5 THE COURT: It's not -- hold on. It's not going to  
6 be my order, okay, today. That's not an option, that's not  
7 going to happen.  
8 MS. FRIEDMAN: But he can't tell her that.  
9 THE COURT: All right? So -- hold on. So there you  
10 go. Okay. So everybody's heard it. I'm going to ask Ms.  
11 Parra-Sandoval to talk to her about that, okay? I --  
12 MS. K. JONES: (Indiscernible) supervised.  
13 MS. FRIEDMAN: He's lying to her is what's  
14 happening.  
15 MS. K. JONES: He's manipulating and lying to my  
16 mom.  
17 THE COURT: Okay. So hold on, hold on. Look, Court  
18 is confusing, all right? I was a lawyer once. I walked out  
19 with all my clients who sent -- heard the judge sentence them  
20 and they didn't -- they came out, they didn't understand one  
21 thing that happened, okay? So that's normal. So listen --  
22 MS. K. JONES: But when he says he can't come for  
23 her, it breaks her heart.  
24 THE COURT: Okay.

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

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

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

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

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

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

2 MR. KEHOE: Thank you.

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

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

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

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

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

13 MS. FRIEDMAN: Yeah. Yeah.

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

16 MS. FRIEDMAN: Great. Wherever.

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

19 MS. FRIEDMAN: Yeah.

20 MR. KEHOE: Right.

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

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

2 Okay?

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

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

7 THE COURT: Sure.

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

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

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

18 THE COURT: No.

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

20 THE COURT: Visits.

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

22 THE COURT: Yeah.

23 MS. SIMMONS: Right.

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



1 to leave the house when he's there.

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

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

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

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

16 MR. KEHOE: Exactly.

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

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

1 MS. SIMMONS: And could we not have them -- Jerry,  
2 bickering with Kim and throwing her out of the house and --

3 MS. FRIEDMAN: Three days, four days --

4 THE COURT: Hold on. Hold on.

5 MS. SIMMONS: -- chaos like that?

6 THE COURT: Hold on. Here's the thing. Because she  
7 doesn't own the house, I cannot -- hold on -- restrict his  
8 ability to evict anyone from that house right now. And my  
9 order should not be construed that way. Okay? That is why I  
10 describe the housing situation as unstable. Okay?

11 MS. SIMMONS: I'm not talking about that, Your  
12 Honor. I'm talking about just during the visitation, Kim came  
13 to pick her up --

14 MS. FRIEDMAN: Four or five days ago, last Sunday.

15 MS. SIMMONS: Yeah, and --

16 MS. FRIEDMAN: And Jerry yelled at her --

17 MS. SIMMONS: -- Jerry yelled at her, get out.

18 MS. FRIEDMAN: And Kim had to like get my mom in the  
19 car as fast as possible.

20 MS. SIMMONS: And this brutal argument in front of  
21 my mom.

22 MS. FRIEDMAN: Can you tell him not to do that?

23 THE COURT: Okay. So here's the thing. I can't  
24 issue an order saying don't -- I did -- I did for you three,

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

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

8 MS. SIMMONS: Right.

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

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

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

23 UNIDENTIFIED VOICE: Correct.

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

1 might be a mistake.

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

4 THE COURT: Sure.

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

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

9 MR. KEHOE: Medical records, Your Honor.

10 MS. FRIEDMAN: Wait, A case.

11 THE COURT: Oh, medical.

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

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

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

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

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

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

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

11 THE COURT: And Counsel heard that.

12 MR. MICHAELSON: Yeah.

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

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

17 MR. LUSZECK: Okay.

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

20 MR. LUSZECK: Yes.

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

24 MR. LUSZECK: Uh-huh.

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

3 MR. LUSZECK: Gotcha.

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

8 MR. LUSZECK: Gotcha.

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

11 MR. LUSZECK: Okay.

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

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

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

23 THE COURT: Okay. So hold on --

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

1 can't show them to us.

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

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

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

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



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

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

8 Anything else?

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

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

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

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

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

5 MR. KEHOE: Totally fair.

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

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

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

10 MR. KEHOE: Before the --

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

16 MR. KEHOE: Fair enough.

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

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

24 THE COURT: Is the guardian entitled?

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

1 Information as opposed to decision making.

2 MR. KEHOE: Okay.

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

6 MR. KEHOE: Well, that --

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

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

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

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

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

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

2 THE COURT: Kimberly, are you a doctor?

3 MS. K. JONES: No.

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

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

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

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

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

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

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

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

7 There are serious safety concerns that this needs to  
8 go two -- he's a man without a POA for his wife and his wife  
9 is a woman without a POA for her husband. And yet we're --  
10 it's relevant in this case, it -- Mr. Kehoe talks about status  
11 quo. But the status quo has changed and it doesn't have  
12 anything to do with us. It's health and nature in the course  
13 of what's happening, a lot of things have changed. And so it  
14 is relevant that we have some corresponding information.

15 I'm not sure why that would be objectionable; they  
16 get all her information, but we can't understand, you know,  
17 can he drive, does -- is he a risk of fall, you know, if so,  
18 we may need to know that, so.

19 MR. LUSZECK: And I think it's a huge safety issue  
20 for June, which is of course, the center of everything, which  
21 we -- we need to -- I mean, it's not that we're trying to be  
22 nosy or probing, it's what can happen, what can't happen.

23 THE COURT: Well look, here's the bottom line. I'm  
24 sure as heck going to hold Kimberly accountable if Kimberly

1 goes to the CVS and grocery store shopping for two hours and  
2 leaves those two together and something happens, right?

3 MR. LUSZECK: Absolutely.

4 THE COURT: I'm not going to be a happy camper. But  
5 then I'm letting Kimberly just operate in the dark, because  
6 she doesn't know his medical condition and whether or not she  
7 can make that decision. So if we're not willing to give the  
8 medical documents, then it is Kimberly must be present at the  
9 home the entire time.

10 MR. KEHOE: If that's the order.

11 THE COURT: Or another designated caregiver. That's  
12 the order. And the only visitations can happen at the home.

13 MS. FRIEDMAN: I'm sorry. He won't give my mom his  
14 medical records and he'd rather have restricted supervisi --  
15 visits with her instead of just letting her care provider see  
16 his medical?

17 THE COURT: That's --

18 MS. FRIEDMAN: It's going to -- my mom's going to be  
19 so sad.

20 THE COURT: That's my order. Okay. Anything else?  
21 Counsel?

22 MR. MICHAELSON: We had a couple thoughts and  
23 request here where we were in later this year over Christmas  
24 time. I know Donna in the past has had her mom over in



1 California with her for a week at a time.

2 THE COURT: What does 90 days put us at?

3 THE CLERK: Middle of December.

4 THE COURT: Okay. Go ahead.

5 MS. FRIEDMAN: No, January.

6 MR. MICHAELSON: So --

7 THE CLERK: I'm sorry, January.

8 THE COURT: Oh, okay.

9 MS. SIMMONS: The -- our family we're doing Hawaii.

10 MR. MICHAELSON: They're going to Hawaii, so it's --

11 we just want to put it out there that there may be -- that

12 seems like a wholesome good thing that there may be a petition

13 or request to --

14 MS. K. JONES: My mom wants to go to Hawaii with

15 them. She's looking forward to it.

16 THE COURT: Okay.

17 MS. SIMMONS: And we haven't gotten the total dates

18 yet, because we're trying to wait for all this, but it --

19 THE COURT: Counsel, I don't --

20 MS. SIMMONS: -- just so everybody knows.

21 THE COURT: -- I don't need a -- I don't need a

22 separate petition to go on vacation.

23 MR. MICHAELSON: Okay.

24 MR. LUSZECK: No, I think that's --

1 MR. MICHAELSON: We'll work that out, okay.  
2 THE COURT: Okay.  
3 MR. LUSZECK: Hopefully, they can work it out and  
4 (indiscernible) as well.  
5 MR. KEHOE: So is that true for the husband, too,  
6 then?  
7 THE COURT: For him to go on vacation to Hawaii?  
8 MS. SIMMONS: Oh.  
9 MR. KEHOE: With her?  
10 MS. SIMMONS: Oh, no.  
11 MR. KEHOE: Well, see?  
12 MR. MICHAELSON: She's saying she doesn't want to  
13 stay --  
14 MR. KEHOE: Why is there a difference?  
15 THE COURT: Is he invited?  
16 MS. SIMMONS: Well, we've --  
17 MR. KEHOE: I'm not even saying with them.  
18 MS. FRIEDMAN: Okay. Okay.  
19 MR. KEHOE: I'm saying --  
20 THE COURT: Can he go to Hawaii on his own?  
21 MR. KEHOE: -- is he allowed to invite his wife on  
22 vacation?  
23 THE COURT: Oh.  
24 MR. KEHOE: And take her out of state if that's what

1 they're permitted to do.

2 THE COURT: Okay. Well, hold on. Hold on.

3 MS. SIMMONS: My kids and nobody in California has  
4 seen her.

5 THE COURT: Hold on. He can file that petition.

6 MR. KEHOE: But they don't have to file a petition,  
7 but we do?

8 THE COURT: She just said it's no problem, she wants  
9 to go. That's what the guardian said.

10 MR. KEHOE: Okay.

11 THE COURT: So if you --

12 MR. KEHOE: So if the guardian approves it, then  
13 that's okay?

14 THE COURT: With him?

15 MR. KEHOE: Yeah.

16 THE COURT: You can --

17 MR. LUSZECK: Well --

18 MS. FRIEDMAN: Well, my mom should have to approve  
19 it.

20 MR. LUSZECK: And counsel for protected person.

21 MR. KEHOE: That's fair, too.

22 MS. FRIEDMAN: My mom should have to say she wants  
23 to go.

24 MR. KEHOE: That's fair.

1 MR. LUSZECK: Right.

2 MS. PARRA-SANDOVAL: Can we have Kimberly take the  
3 oath today?

4 THE COURT: Yep. Anything else?

5 MS. PARRA-SANDOVAL: No.

6 THE COURT: Kimberly, will you stand, raise your  
7 right hand to be sworn? Counsel, you'll get me an order?

8 MR. LUSZECK: Yes.

9 THE CLERK: Do you solemnly affirm that you will  
10 well and faithfully perform the duties of guardian according  
11 to law, that you will file all reports at least annually and  
12 when ordered by the Court, that any matter stated in any  
13 petition, document or court proceeding are true of your own  
14 knowledge, if any matters are stated on information or belief  
15 that you believe them to be true, and you will follow the  
16 protected person's bill of rights to the greatest extent  
17 possible?

18 MS. K. JONES: I do.

19 THE COURT: Counsel, you'll get me the orders?  
20 Counsel?

21 MR. MICHAELSON: Just one thought on that. Part of  
22 the issue there is without sharing his medical information, I  
23 think that's -- I know we're getting it's -- it's a little  
24 complex here, but because the supervision had to be with

1 Kimberly, I think that's one reason that might inhibit him  
2 going on vacation there, because he -- they're not willing to  
3 share that information, so I think that complicates that.

4 THE COURT: Well, and certainly if Kimberly allowed  
5 June to go on vacation with him and didn't have all of this  
6 information, and wasn't able to make a good decision and  
7 something happened on that vacation, Kimberly would be  
8 certainly in front of me and we would be having some -- a lot  
9 of problems, okay?

10 So to some extent I don't want to micromanage  
11 Kimberly's decision making, but Counsel, I think that I made  
12 myself very clear about what my concerns are about housing and  
13 visitation and all of those things.

14 Anything else? Counsel?

15 MR. KEHOE: Appreciate your time and patience, Your  
16 Honor.

17 THE COURT: Wonderful. Have a great day.

18 MR. LUSZECK: Thank you, Your Honor.

19 MR. MICHAELSON: Thank you.

20 MS. FRIEDMAN: Thank you so much.

21 THE COURT: Oh, let me give you these dates; 90  
22 days?

23 THE CLERK: January 14th at 1:30 p.m. And then  
24 evidentiary hearing as well?

1 THE COURT: No, 120 days we'll do evidentiary  
2 hearing. Yeah.

3 THE CLERK: Is at February 20th at 1:30 to the 120  
4 date.

5 MR. MICHAELSON: That's an evidentiary hearing? Or  
6 just a status check?

7 THE COURT: Status check. Thank you.

8 MR. KEHOE: Did I hear, Your Honor, a third date for  
9 an evidentiary hearing?

10 THE COURT: No, I set the --

11 MR. KEHOE: All right.

12 THE COURT: -- 90 day for a return of the  
13 investigator's report, I'm setting 120 day date. Right now  
14 I'm going to leave that as a status check, but I'm putting it  
15 as a bookmark on my calendar. If that 120 date needs to turn  
16 into an evidentiary hearing, we have the time, it's already  
17 set.

18 MR. KEHOE: Oh, okay.

19 THE COURT: Okay?

20 MR. KEHOE: We'll determine that on the 90 day?

21 THE COURT: Yes.

22 MR. KEHOE: Okay.

23 THE COURT: And that will give us calendar-wise it  
24 makes a lot of sense.

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MR. KEHOE: Thank you.

THE COURT: Uh-huh.

MR. MICHAELSON: Thank you, Your Honor.

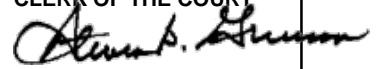
(PROCEEDINGS CONCLUDED AT 12:46:03)

\* \* \* \* \*

ATTEST: I do hereby certify that I have truly and  
correctly transcribed the digital proceedings in the above-  
entitled case to the best of my ability.

/s/ Kimberly C. McCright

Kimberly C. McCright, CET



1 NEO

2 DISTRICT COURT  
3 CLARK COUNTY, NEVADA  
4 \*\*\*

5 In the Matter of the Guardianship of:  
6 Kathleen Jones, Protected Person(s)

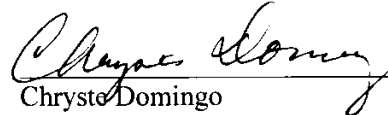
Case No.: G-19-052263-A  
Department B

7 **NOTICE OF ENTRY OF ORDER**

8 TO ALL INTERESTED PARTIES:

9 PLEASE TAKE NOTICE that an Order was entered in the above-entitled matter  
10 on October 16, 2019, a true and correct copy of which is attached hereto.

11 Dated this 16th day of October, 2019.



13 Chryste Domingo  
14 Judicial Executive Assistant to the  
15 HONORABLE LINDA MARQUIS

16  
17  
18  
19 **CERTIFICATE OF SERVICE**

20 I hereby certify that on the above file stamped date:

21 ☒ E-Served pursuant to NEFCR 9 on October 16, 2019, or placed in the folder(s) located in  
22 the Clerk's Office of, the following attorneys:

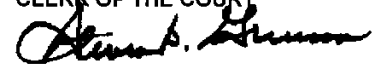
23 John P. Michaelson, Esquire  
24 Maria L. Parra-Sandoval, Esquire  
25 Ty E. Kehoe, Esquire  
26 Jeffrey P. Luszeck, Esquire



27 Chryste Domingo  
28 Judicial Executive Assistant to the  
HONORABLE LINDA MARQUIS

LINDA MARQUIS  
DISTRICT JUDGE  
FAMILY DIVISION  
DEPT B  
LAS VEGAS, NV  
89101-2408





1 **ORDR**

2 **DISTRICT COURT**  
3 **CLARK COUNTY, NEVADA**

4  
5 In the Matter of the Guardianship of:

Case No.: G-19-052263-A

6 Kathleen Jones

Department: B

7 \_\_\_\_\_  
8 Protected Person(s)

9 **ORDER TO APPOINT INVESTIGATOR**

10 This matter has been reviewed by the Court on October 15, 2019. The Court, having  
11 jurisdiction of the subject matter, finds an expanded investigation is required in this matter.

12 **IT IS HEREBY ORDERED:**

- 13 1. The Court appoints the following as investigator in this matter:  
Kate McCloskey, State Guardianship Compliance Officer, or designee  
201 S. Carson Street, Suite 250  
Carson City, NV 89701-4702  
Phone: 775-684-1783  
Fax: 775-684-1723
- 14  
15  
16  
17 2. The State Guardianship Compliance Officer shall conduct an investigation into the  
Protected Person's personal circumstances including, but not limited to, the Protected  
18 Person's medical and psychiatric/psychological condition, care and maintenance,  
19 educational status, placement, and financial status.
- 20 3. Specifically, the State Guardianship Compliance Officer shall also conduct an  
21 investigation into: the entire Adult Protective Services records of the Protected Person  
22 and medical records of the Protected Person.
- 23 4. Upon presentation of this Order to any hospital, medical care facility, health care  
24 provider, educational institution, human service agency, financial institution, or other  
25 agency or individual providing placement, care, treatment, services, or benefits to the  
26 Protected Person, including records of protected health information under the provision  
27 of the Federal Health Insurance Portability and Accountability Act of 1996, the State  
28 Guardianship Compliance Officer shall be authorized to access, review, and/or copy any  
record relating to the Protected Person, within the scope of this investigation.

1  
2 5. The State Guardianship Compliance Officer shall file a written report with the Court,  
3 documenting the results of this investigation, within 90 days of appointment as  
4 investigator. The investigative report shall be sent to the parties in this matter, by the  
5 State Guardianship Compliance Officer.  
6

7  
8 **IT IS SO ORDERED.**

9 Dated this 15<sup>th</sup> day of October, 2019.

10  
11   
12 \_\_\_\_\_  
13 DISTRICT COURT JUDGE *SN*  
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1     **ORDR**

2                                     **DISTRICT COURT**  
3                                     **CLARK COUNTY, NEVADA**

4     In the Matter of the Guardianship of:

5     Kathleen Jones

Case No.: G-19-052263-A

Department: B

6                                     \_\_\_\_\_  
7                                     Protected Person(s).  
8                                     \_\_\_\_\_

9                                     **ORDER TO APPOINT FINANCIAL FORENSIC SPECIALIST**

10                                     This matter has been reviewed by the Court on October 15, 2019. The Court, having  
11                                     jurisdiction of the subject matter, and the Protected Person's person and estate, finds a review of the  
12                                     Protected Person's estate, is necessary.

- 13                                     1. Good cause appearing, the Court appoints the following as financial forensic specialist in  
14                                     this matter:

15                                     Kate McCloskey, State Guardianship Compliance Officer, or designee  
16                                     201 S. Carson Street, Suite 250  
17                                     Carson City, NV 89701-4702  
18                                     Phone: 775-684-1783  
19                                     Fax: 775-684-1723

- 20                                     2. The state Guardianship Compliance Officer or designee shall conduct an audit into  
21                                     the Protected Person's personal financial circumstances and the Protected Person's  
22                                     financial records. The state Guardianship Compliance officer will also obtain and  
23                                     review financial records of Rodney Gerald Yeoman and Richard Powell regarding  
24                                     the sale and transfer of the Protected Person's residence to Richard Powell.  
25                                     3. Upon presentation of this Order to any hospital, medical care facility, health care  
26                                     provider, educational institution, human service agency, financial institution, or other  
27                                     agency or individual providing placement, care, treatment, services, or benefits to the  
28                                     Protected Minor, including records of protected health information under the  
                                   provision of the Federal Health Insurance Portability and Accountability Act of  
                                   1996, the State Guardianship Compliance Officer shall be authorized to access,

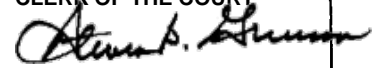
1 review, and/or copy any record relating to the Protected Minor, within the scope of  
2 this investigation.

- 3 4. The State Guardianship Compliance Officer or designee is authorized to access,  
4 review, and/or copy any and all papers, financial statements, receipts, public benefits  
5 records and/or computer files containing information regarding any real and/or  
6 personal property or assets of the Protected Person.
- 7 5. Upon presentation of the Order to any bank, brokerage, credit union or other  
8 financial institution, public agency or another agency or individual providing  
9 financial services and/or benefits to the Protected Person's estate and any interest in  
10 any assets belonging to the Protected Person however held and wherever located.
- 11 6. The State Guardianship Compliance Officer shall file a written report with the Court,  
12 documenting the results of this investigation, within 90 days of appointment as  
13 forensic financial specialist. The report shall be sent to the parties in this matter, by  
14 the State Guardianship Compliance Officer.

15 **IT IS SO ORDERED.**

16 Dated this 15<sup>th</sup> day of October, 2019.

17   
18 \_\_\_\_\_  
19 **DISTRICT COURT JUDGE** 



1 KEHOE & ASSOCIATES  
2 TY E. KEHOE, ESQ.  
3 Nevada Bar No. 006011  
4 871 Coronado Center Drive, Suite 200  
5 Henderson, Nevada 89052  
6 Telephone: (702) 837-1908  
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6 Matthew C. Piccolo, Esq.  
7 Nevada Bar No. 14331  
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11 Tel: (702) 749-3699  
12 Fax: (702) 944-6630  
13 matt@piccololawoffices.com

11 Attorneys for Rodney Gerald Yeoman

12 **DISTRICT COURT**  
13 **CLARK COUNTY, NEVADA**

14 In the Matter of the Guardianship of the  
15 Person and Estate of

16 KATHLEEN JUNE JONES,

17 Proposed Protected Person.

Case No: G-19-052263-A  
Dept. No.: B

Date: October 15, 2019  
Time: 10:00 a.m.

18 **ORDER**

19 This matter having come before the Court on October 15, 2019 regarding the verbal Motion  
20 of Rodney Gerald Yeoman, husband of the Proposed Protected Person Kathleen June Jones, to  
21 have access to the Physician's Certificate filed in this matter on September 19, 2019, with Ty E.  
22 Kehoe, Esq. and Matthew C. Piccolo, Esq. appearing on behalf of Gerry Yeoman; Maria L. Parra-  
23 Sandoval, Esq. appearing on behalf of June Jones; Jeffrey P. Luszeck, Esq. appearing on behalf of  
24 Kimberly Jones; and John P. Michaelson, Esq. appearing on behalf of Donna Simmons and Robyn  
25 Friedman; the Court having heard and considered Mr. Yeoman's request and having considered any  
26 pleadings and oral arguments related to this hearing, with no objections made by the other parties,  
27  
28

**RECEIVED**

Page 1 of 2

**OCT 23 2019**

**DISTRICT COURT**

1 and good cause appearing, the Court hereby enters the following order:

2 The Court finds that Rodney Gerald Yeoman, husband of Kathleen June Jones, the protected  
3 person, is an interested party in this matter who should have access to the Physician's Certificate  
4 filed in this matter on September 19, 2019.

5 IT IS HEREBY ORDERED that the Clerk provide Mr. Yeoman, or his counsel of record,  
6 a copy of the Confidential Physician's Certificate of Incapacity and Medical Records filed in this  
7 matter on September 19, 2019.

9 IT IS FURTHER ORDERED that this Order shall be effective immediately upon entry.

10 IT IS FURTHER ORDERED that Mr. Yeoman and his counsel keep the Physician's  
11 Certificate confidential.

12 IT IS SO ORDERED.

13 DATED this 29<sup>th</sup> day of October, 2019.

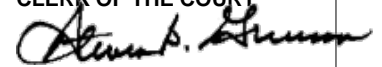
16 DISTRICT COURT JUDGE

17 Submitted By:

LINDA MARQUIS *LM*

18 *Ty E. Kehoe 10-21-19*

19 Ty E. Kehoe, Esq.  
20 KEHOE & ASSOCIATES  
21 Matthew C. Piccolo, Esq.  
22 PICCOLO LAW OFFICES  
23  
24  
25  
26  
27  
28



**Marquis Aurbach Coffing**  
Geraldine Tomich, Esq.  
Nevada Bar No. 8369  
James A. Beckstrom, Esq.  
Nevada Bar No. 14032  
10001 Park Run Drive  
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Telephone: (702) 382-0711  
Facsimile: (702) 382-5816  
gtomich@maclaw.com  
jbeckstrom@maclaw.com  
*Attorneys for Kimberly Jones,  
Guardian of Kathleen June Jones*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

IN THE MATTER OF THE GUARDIANSHIP  
OF THE PERSON AND ESTATE OF:

KATHLEEN JUNE JONES

An Adult Protected Person.

Case No.: G-19-052263-A  
Dept. No.: B

**NOTICE OF ASSOCIATION OF COUNSEL**

To: All Parties; and

To: Attorneys of record.

Please take notice that Geraldine Tomich, Esq. and James A. Beckstrom, Esq., of the law firm of Marquis Aurbach Coffing hereby appears and associates in with current counsel for Kimberly Jones, as Guardian of the Person and Estate of Kathleen June Jones; as co-counsel with Jeffrey P. Luszeck, Esq., of the law firm Solomon Dwiggin & Freer, Ltd.

Dated this 22nd day of November, 2019.

MARQUIS AURBACH COFFING

By /s/ James A. Beckstrom  
Geraldine Tomich, Esq.  
Nevada Bar No. 8369  
James A. Beckstrom, Esq.  
Nevada Bar No. 14032  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
*Attorneys for Kimberly Jones,  
Guardian of Kathleen June Jones*

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing **NOTICE OF ASSOCIATION OF COUNSEL** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 22nd day of November, 2019. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:<sup>1</sup>

Ty E. Kehoe, Esq.  
KEHOE & ASSOCIATES  
871 Coronado Center Drive, Ste. 200  
Henderson, NV 89052  
Email: tykehoelaw@gmail.com

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Jeffrey P. Luszeck, Esq.  
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9060 West Cheyenne Avenue  
Las Vegas, NV 89129  
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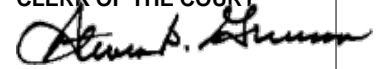
I further certify that I served a copy of this document by mailing a true and correct copy thereof, postage prepaid, addressed to:

N/A

/s/ Cheryl Becnel  
An employee of Marquis Aurbach Coffing

<sup>1</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).





**Marquis Aurbach Coffing**  
 Geraldine Tomich, Esq.  
 Nevada Bar No. 8369  
 James A. Beckstrom, Esq.  
 Nevada Bar No. 14032  
 10001 Park Run Drive  
 Las Vegas, Nevada 89145  
 Telephone: (702) 382-0711  
 Facsimile: (702) 382-5816  
 gtomich@maclaw.com  
 jbeckstrom@maclaw.com  
*Attorneys for Kimberly Jones,  
 Guardian of Kathleen June Jones*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

IN THE MATTER OF THE GUARDIANSHIP  
 OF THE PERSON AND ESTATE OF:

Case No.: G-19-052263-A  
 Dept. No.: B

KATHLEEN JUNE JONES

An Adult Protected Person.

**ORDER SHORTENING TIME  
 REQUESTED**

**PETITION FOR RETURN OF PROPERTY OF PROTECTED PERSON**

☐ **TEMPORARY GUARDIANSHIP**

☒ **GENERAL GUARDIANSHIP**

- ☐ Person  
☐ Estate  
☐ Person and Estate

- ☐ Person  
☐ Estate ☐ Summary Admin.  
☒ Person and Estate

☐ **SPECIAL GUARDIANSHIP**

☐ **NOTICES/SAFEGUARDS**

- ☐ Person  
☐ Estate ☐ Summary Admin.  
☐ Person and Estate

- ☐ Blocked Account Required  
☐ Bond Required

Kimberly Jones, by and through her counsel of record, James A. Beckstrom, Esq. of the law firm of Marquis Aurbach Coffing, hereby petitions this Petition for Return of Property of Protected Person.

///

1 Dated this 22nd day of November, 2019.

2 MARQUIS AURBACH COFFING

3  
4 By /s/ James A. Beckstrom  
5 Geraldine Tomich, Esq.  
6 Nevada Bar No. 8369  
7 James A. Beckstrom, Esq.  
8 Nevada Bar No. 14032  
9 10001 Park Run Drive  
10 Las Vegas, Nevada 89145  
11 *Attorneys for Kimberly Jones, Guardian  
of Kathleen June Jones*

12 **DECLARATION OF JAMES A. BECKSTROM, ESQ. IN SUPPORT OF ORDER**  
13 **SHORTENING TIME**

14 James A. Beckstrom, Esq. declare as follows:

15 1. I am over the age of 18 years and have personal knowledge of the facts stated  
16 herein, except for those stated upon information and belief, and as to those, I believe them to be  
17 true. I am competent to testify as to the facts stated herein in a court of law and will so testify if  
18 called upon.

19 2. I am an attorney with the law firm of Marquis Aurbach Coffing and represent  
20 Kimberly Jones, guardian of protected person Kathleen June Jones ("June").

21 3. During the October 15, 2019 hearing concerning the guardianship of June, this  
22 Court stated that should the guardian of June feel it necessary to file a civil action and need  
23 permission to do so, an order shortening time would be accommodated.

24 4. Kimberly along with the support of her siblings after an investigation has  
25 determined that a civil lawsuit must immediately be filed in order to protect June's financial  
26 interests.

27 5. Accordingly, Kimberly as guardian of the protected person has filed a concurrent  
28 request on shortened time to file a separate civil lawsuit and in the interest of judicial efficiency  
the instant motion is sought on shortened time.

6. Additionally, an order on shortened time is necessary based on the best interest of the protected person, who continues to experience emotional distress as a result of having her companion animals wrongfully withheld from her.

7. With the companion motion filed on shortened time, judicial efficiency would be furthered by hearing the instant motion at the same date and time as the Motion for Confirmation.

8. This motion is not brought for purposes of delay.

Pursuant to NRS § 53.045, I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Dated this 22nd day of November 2019.

/s/ James A. Beckstrom  
James A. Beckstrom, Esq.

### **MEMORANDUM OF POINTS AND AUTHORITIES**

#### **I. INTRODUCTION**

The instant Petition seeks the return of Kathleen June Jones (“June”) beloved dogs, Nikki and Charlie, who have and continue to be wrongfully being withheld from her by Richard Powell and Candice Powell (collectively “Powell”), and Rodney Gerald Yeoman (“Gerald”). June was gifted these dogs by her children as birthday presents and has always cared for these dogs. June’s affinity for these dogs is easily understood, as June has increasingly relied on the companionship of these animals as her cognitive abilities have continually declined.

Unfortunately, in early October, Kimberly drove June and the dogs over to visit Gerald (who lives with Powell). After the visit ended, Gerald refused to allow the dogs to return with Kimberly and stated he would not return the dogs to June’s residence. This Petition seeks an order for return of June’s personal property—a very straightforward request.

///

///

1 **II. STATEMENT OF FACTS**

2 **A. JUNE IS GIFTED NIKKI AND CHARLIE IN 2014.**

3 June was gifted Nikki, a Shih Tzu in 2010 as a collective birthday gift from her children.<sup>1</sup>  
4 In or around 2014, Nikki was mated to June's son's dog which produced Charlie.<sup>2</sup> Both Nikki  
5 and Charlie have always lived at June's Kraft Avenue house.<sup>3</sup> June has continuously cared for  
6 both Nikki and Charlie since her ownership of the dogs and both dogs lived with June up until  
7 approximately October 2019.<sup>4</sup>

8 **B. NIKKI AND CHARLIE ARE WRONGFULLY REMOVED FROM JUNE'S**  
9 **POSSESSION.**

10 In or around October 2019, Kimberly took June, Nikki, and Charlie to visit her husband  
11 Gerald.<sup>5</sup> When it was time to leave, Gerald made clear he was not going to give the dogs back to  
12 June.<sup>6</sup> Currently, both Nikki and Charlie are being kept away from June at Gerald's home,  
13 which is owned by Powell (2540 E. Harmon Las Vegas, NV 89121).<sup>7</sup> Gerald has ignored all  
14 requests to return the dogs to June's home.<sup>8</sup> June, nor Kimberly have authorized Gerald to take  
15 control of Nikki or Charlie.<sup>9</sup>

16 **III. LEGAL ARGUMENT**

17 Kimberly as guardian of June is statutorily required to act in the best interest of June.  
18 Here, as this Court is aware, a concurrent petition for permission to file a civil lawsuit on behalf

19 <sup>1</sup> Declarations of Kimberly Jones, Guardian of June Jones and Robyn Friedman, collectively attached as  
20 **Exhibit 1.**

21 <sup>2</sup> *Id.*

22 <sup>3</sup> *Id.*

23 <sup>4</sup> *Id.*

24 <sup>5</sup> *Id.*

25 <sup>6</sup> *Id.*

26 <sup>7</sup> *Id.*

27 <sup>8</sup> *Id.*

28 <sup>9</sup> *Id.*

1 of June for financial exploitation is pending before the Court. While the forthcoming legal  
2 action is expected to resolve much of June's financial exploitation, it will not appropriately (or  
3 timely) address June's legal interest in securing possession of her two dogs, which she remains  
4 the lawful owner of. Without immediate judicial intervention, June will continue to be deprived  
5 of her dogs for an extended period of time. June has expressed increasing concern for the return  
6 of her dogs and has consistently asked her guardian and appointed attorney to assist her in  
7 bringing her dogs back to her home.<sup>10</sup>

8 As such, Kimberly as guardian of June and with the approval of June's appointed  
9 counsel, hereby petitions this Court for an order compelling the return of Nikki and Charlie to  
10 the care and custody of Kimberly (and June). This Court is empowered with the authority to  
11 order the return of such personal property and the requested order is necessary to advance the  
12 best interest of June without any further delay.

13 **A. KIMBERLY IS AUTHORIZED TO PETITION THE COURT FOR**  
14 **RETURN OF PROPERTY OF THE PROTECTED PERSON.**

15 A guardian of a protected person has an obligation to act in the best interest of the  
16 protected person. This is not subject to dispute. As part of acting in the best interest of the  
17 protected person, a guardian is required to take all action necessary to protect the financial  
18 interests of the protected person and take all efforts to effectuate the return of wrongfully  
19 withheld property (real or personal). *See* NRS; 159.305;NRS 159.095; NRS 159.093.

20 In Nevada, a guardian "[s]hall demand all debts and other choses in action due to the  
21 protected person." NRS 159.093. There is no discretion, but rather such action is mandatory. *Id.*  
22 As it applies to the conversion of real or personal property, NRS 159.305 provides the guardian  
23 of the protected person the statutory right to seek relief from this Court when "*a person has or is*  
24 *suspected to have concealed, converted to his or her own use, conveyed away or otherwise*  
25 *disposed of any money, good, chattel or effect of the protected person.*" (Emphasis added.).

26  
27  
28 <sup>10</sup> *Id.*

1 This right is supported by the Courts ability to “order the person to return the asset or the value  
2 of the asset to the guardian of the estate.” NRS 159.315(1).<sup>11</sup>

3 Here, unlike any other piece of personal property, June’s dogs are a protectable personal  
4 property which belongs solely to June. These dogs were gifted to June and are therefore separate  
5 property.<sup>12</sup> NRS 123.130. As such, NRS 159.315 therefore authorizes this Court to enter an  
6 order delivering the dogs to Kimberly, as guardian of June. *Id.*

7 **B. JUNE HAS AND CONTINUES TO BE THE LAWFUL OWNER OF THE**  
8 **DOGS.**

9 June is the lawful owner of Nikki and Charlie. June was gifted Nikki, a Shih Tzu in 2010  
10 as a collective birthday gift from her children.<sup>13</sup> In or around 2014, Nikki was mated with June’s  
11 son’s dog which produced Charlie.<sup>14</sup> Both Nikki and Charlie have always lived at June’s Kraft  
12 Avenue house.<sup>15</sup> June has cared for these dogs over the years and since her cognitive decline has  
13 increasingly relied on the companionship of Nikki and Charlie. June has continuously cared for  
14 both Nikki and Charlie since her ownership of the dogs and both dogs lived with June up until  
15 approximately October 2019, when Gerald made clear he was not going to give the dogs back to  
16 June after seeing them during a visit with June.<sup>16</sup>

17 **C. NIKKI AND CHARLIE MUST BE RETURNED.**

18 NRS 159.315 therefore authorizes this Court to enter an order delivering the dogs to  
19 Kimberly, as guardian of June. There is no viable dispute that Nikki and Charlie were gifts to  
20 June, have always resided with June, and have been wrongfully withheld from June by Gerald  
21 and Powell. NRS 123.130 (“All property of a spouse owned by him or her before marriage, and

22 <sup>11</sup> To the extent Powell and/or Gerald feel this is not true, Kimberly will urge this Court to make factual  
23 findings and reserves the right to seek double damages and attorneys’ fees as authorized by statute.

24 <sup>12</sup> *Id.*

25 <sup>13</sup> *Id.*

26 <sup>14</sup> *Id.*

27 <sup>15</sup> *Id.*

28 <sup>16</sup> *Id.*

1 that was acquired by him or her afterwards by gift, bequest, devise, descent . . . with the rents,  
2 issues and profits thereof, is his or her separate property.”). Therefore, an order returning the  
3 dogs must be entered.

4 **IV. CONCLUSION**

5 Accordingly, this Court should enter an order returning Nikki and Charlie to the care and  
6 custody of Kimberly on behalf of June. No just reason exists to delay the return of these animals  
7 and not ordering the return of these animals will only exacerbate the already difficult cognitive  
8 issues June is dealing with.

9  
10 Dated this 22nd day of November, 2019.

11 MARQUIS AURBACH COFFING

12  
13 By /s/ James A. Beckstrom  
14 Geraldine Tomich, Esq.  
15 Nevada Bar No. 8369  
16 James A. Beckstrom, Esq.  
17 Nevada Bar No. 14032  
18 10001 Park Run Drive  
19 Las Vegas, Nevada 89145  
20 *Attorneys for Kimberly Jones, Guardian*  
21 *of Kathleen June Jones*  
22  
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26  
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28

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing **PETITION FOR RETURN OF PROPERTY OF PROTECTED PERSON** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 22nd day of November, 2019. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:<sup>17</sup>

Ty E. Kehoe, Esq.  
KEHOE & ASSOCIATES  
871 Coronado Center Drive, Ste. 200  
Henderson, NV 89052  
Email: tykehoelaw@gmail.com

Matthew C. Piccolo, Esq.  
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Jeffrey P. Luszeck, Esq.  
SOLOMON DWIGGINS & FREER, LTD  
9060 West Cheyenne Avenue  
Las Vegas, NV 89129  
jluszeck@sdfnlaw.com

I further certify that I served a copy of this document by mailing a true and correct copy thereof, postage prepaid, addressed to:

N/A

/s/ Cheryl Becnel  
An employee of Marquis Aurbach Coffing

<sup>17</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

**DECLARATION OF ROBYN FRIEDMAN**

Robyn Friedman, declares as follows:

1. I am over the age of 18 years and have personal knowledge of the facts stated herein, except for those stated upon information and belief, and as to those, I believe them to be true. I am competent to testify as to the facts stated herein in a court of law and will so testify if called upon.

2. I have reviewed the declaration of Kimberly Jones in support of the Order Shortening time and join with each factual averment therein.

3. Nikki and Charlie have always lived exclusively at my mother's home on Kraft Avenue.

4. Nikki was a birthday gift to my mother from all her children and Charlie was a gift that spawned from Nikki and my brother's dog.

Pursuant to NRS § 53.045, I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Dated this 29<sup>th</sup> day of October, 2019.



Robyn Friedman

**DECLARATION OF KIMBERLY JONES IN SUPPORT OF  
ORDERS SHORTENING TIME**

Kimberly Jones, declares as follows:

1. I am over the age of 18 years and have personal knowledge of the facts stated herein, except for those stated upon information and belief, and as to those, I believe them to be true. I am competent to testify as to the facts stated herein in a court of law and will so testify if called upon.

2. I am the guardian of the person and estate of Kathleen June Jones ("June").

3. As guardian of June I have made a diligent review of the financial records available to me in determining whether a civil lawsuit on behalf of June is necessary to protect her economic interests and believe such a lawsuit is necessary against Richard Powell and Candice Powell (collectively "Powell"), and Gerald Yeoman ("Gerald").

4. My initial review of my mother's financial records indicates a number of independent instances of financial exploitation, including and not limited to: (1) the transfer of my mother's primary residence for \$100,000 less than fair market value while she lacked mental capacity; (2) unauthorized financial withdrawals from my mother's checking accounts; and (3) an unauthorized refinance of my mother's rental property in California.

5. To date, demand has been made upon Powell for the return of my mother's residence and a full accounting of the money withdrawn from my mother's accounts, but such attempts have been futile.

6. I have filed police reports with LVMPD concerning the above stated instances of elder abuse and/or financial exploitation.

7. Pursuant to NRS 159.305 I affirm under penalty of perjury that Gerald and/or Powell have and continue to wrongfully be in possession of my mother's personal property, which includes her two dogs, Nikki and Charlie.

8. In early October, I brought my mother along with Nikki and Charlie to visit Gerald at the residence of Powell.

1           9.     When it was time for my mother to leave to return home, Gerald with the  
2 assistance and support of Powell refused to turn over Nikki and Charlie to my mother.

3           10.    I have demanded the return of Nikki and Charlie to no avail.

4           11.    My mother asks where Nikki and Charlie are multiple times a day and has  
5 suffered increased bouts of sadness without her dogs.

6           12.    Nikki and Charlie have always lived exclusively at my mother's home on Kraft  
7 Avenue.

8           13.    Nikki was a birthday gift to my mother from all her children and Charlie was a  
9 gift that spawned from Nikki and my brother's dog.

10          14.    I have personal knowledge that Nikki and Charlie remain at the residence of  
11 Powell.

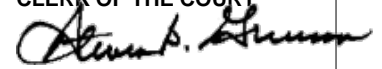
12          15.    I have not provided Powell nor Gerald permission to retain possession of Nikki or  
13 Charlie.

14                Pursuant to NRS § 53.045, I declare under penalty of perjury under the laws of the State  
15 of Nevada that the foregoing is true and correct.

16                Dated this 12<sup>th</sup> day of November, 2019.

17  
18 

19 \_\_\_\_\_  
Kimberly Jones



**Marquis Aurbach Coffing**  
Geraldine Tomich, Esq.  
Nevada Bar No. 8369  
James A. Beckstrom, Esq.  
Nevada Bar No. 14032  
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gtomich@maclaw.com  
jbeckstrom@maclaw.com  
*Attorneys for Kimberly Jones,  
Guardian of Kathleen June Jones*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

IN THE MATTER OF THE GUARDIANSHIP  
OF THE PERSON AND ESTATE OF:

KATHLEEN JUNE JONES

An Adult Protected Person.

Case No.: G-19-052263-A  
Dept. No.: B

**ORDER SHORTENING TIME  
REQUESTED**

**PETITION FOR CONFIRMATION TO BRING CIVIL ACTIONS  
ON BEHALF OF KATHLEEN JUNE JONES**

☐ **TEMPORARY GUARDIANSHIP**

- ☐ Person  
☐ Estate  
☐ Person and Estate

☐ **SPECIAL GUARDIANSHIP**

- ☐ Person  
☐ Estate ☐ Summary Admin.  
☐ Person and Estate

☒ **GENERAL GUARDIANSHIP**

- ☐ Person  
☐ Estate ☐ Summary Admin.  
☒ Person and Estate

☐ **NOTICES/SAFEGUARDS**

- ☐ Blocked Account Required  
☐ Bond Required

Kimberly 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 petitions this Court for Confirmation to Bring Civil Actions on Behalf of Kathleen June Jones against Richard Powell, Candice Powell, and Rodney Gerald Yeoman.

Page 1 of 10

MAC:15820-001 11/22/2019 11:17 AM

1 Dated this 22nd day of November, 2019.

2 MARQUIS AURBACH COFFING

3  
4 By /s/ James A. Beckstrom  
5 Geraldine Tomich, Esq.  
6 Nevada Bar No. 8369  
7 James A. Beckstrom, Esq.  
8 Nevada Bar No. 14032  
9 10001 Park Run Drive  
10 Las Vegas, Nevada 89145  
11 Attorneys for Kimberly Jones, Guardian  
12 of Kathleen June Jones

13 **DECLARATION OF JAMES A. BECKSTROM, ESQ. IN SUPPORT OF ORDER**  
14 **SHORTENING TIME**

15 James A. Beckstrom, Esq. declare as follows:

16 1. I am over the age of 18 years and have personal knowledge of the facts stated  
17 herein, except for those stated upon information and belief, and as to those, I believe them to be  
18 true. I am competent to testify as to the facts stated herein in a court of law and will so testify if  
19 called upon.

20 2. During the October 15, 2019 hearing, this Court stated that should the guardian of  
21 June feel it necessary to file a civil action and need permission to do so, an order shortening time  
22 would be accommodated.

23 3. Kimberly along with the support of her siblings after an investigation have  
24 determined that a civil lawsuit must immediately be filed in order to protect June's financial  
25 interests. See Declaration of Kimberly Jones, attached as **Exhibit 1**.

26 4. Time is of the essence in filing this lawsuit, as June's personal residence has and  
27 continues to be held by a third party and June is in immediate need of assets she has lost due to  
28 financial exploitation.

Moreover, pursuant to a prior court order, the current *lis pendens* on June's real  
property has been ordered expunged and a new *lis pendens* must be filed immediately to protect

1 the property from being transferred to a potential bona fide purchaser for value. A *lis pendens*  
2 cannot be filed without the initiation of a lawsuit over that property.

3 6. Kimberly believes the requested civil lawsuit is necessary to preserve her  
4 mother's estate.

5 7. This motion is not brought for purposes of delay.

6 Pursuant to NRS § 53.045, I declare under penalty of perjury under the laws of the State  
7 of Nevada that the foregoing is true and correct.

8 Dated this 22nd day of November 2019.

9  
10 /s/ James A. Beckstrom  
11 James A. Beckstrom, Esq.

12 **MEMORANDUM OF POINTS AND AUTHORITIES**

13 **I. INTRODUCTION**

14 This is a very straightforward request. Kimberly Jones ("Kimberly") was appointed as  
15 guardian of Kathleen June Jones ("June"). Kimberly and her sisters, in recent months, have  
16 discovered that Richard Powell, Candice Powell, and Rodney Gerald Yeoman have exploited  
17 June financially. This exploitation includes one of June's largest financial assets (her home in  
18 Las Vegas, Nevada) being transferred to Richard and Candice Powell for \$100,000 under fair  
19 market value, when June lacked the requisite mental capacity to approve any such transfer, a  
20 number of unauthorized withdrawals from June's bank accounts, and removing June from her  
21 marital checking accounts.

22 Now, as previously brought to this Court's attention, Kimberly as guardian along with the  
23 full support of her siblings, seek confirmation under NRS 159.093 to bring a civil lawsuit against  
24 Richard Powell ("Richard"), Candice Powell ("Candice"), and Rodney Gerald Yeoman  
25 ("Gerald") in order to prosecute her mother's financial exploitation and obtain the financial relief  
26 available to June under the law. A proposed draft complaint is enclosed as **Exhibit 2.**

27 ///

28 ///

1 **II. STATEMENT OF FACTS**

2 **A. FACTS UNDERLYING THE GUARDIANSHIP PROCEEDINGS.**

3 June was born on January 20, 1937 and is presently 82 years old.<sup>1</sup> Kimberly is one of  
4 three daughters of June.<sup>2</sup> Robyn Friedman and Donna Simmons are also June's daughters. June  
5 also has a son, Scott Simmons, who resides in June's rental property in Anaheim, CA. June is a  
6 resident of Clark County, Nevada, residing at 6277 Kraft Avenue, Las Vegas, Nevada 89130 (the  
7 "Property").<sup>3</sup>

8 In 2002, June obtained the Property as the sole owner from her late husband.<sup>4</sup> In 2009,  
9 June married Rodney Gerald Yeoman ("Yeoman"). Since approximately 2014, June's memory  
10 and cognition have been in decline.<sup>5</sup> In 2017 June was diagnosed with a degenerative  
11 neurological disorder and has since been seeing specialists at the Cleveland Clinic's Luo Ruvo  
12 Center in Las Vegas for treatment.<sup>6</sup>

13 In or around March 2019, Kimberly and her sisters discovered the Property had been  
14 "sold" on January 16, 2018 for \$100,000 less than fair market value to Richard and Candice  
15 Powell.<sup>7</sup> This "sale" did not involve an attorney for June and was prepared by Richard. June did  
16 not receive any cash for this "sale" and the reported value for this sale is simply based on the  
17 Declaration of Value form the Richard completed and recorded with Clark County Recorder's  
18 office. Kimberly further discovered that her mother, lacking any legal competence, apparently  
19 "signed" a deed transferring the Property. However, June maintains no recollection of agreeing

20  
21 <sup>1</sup> See Opposition to Ex Parte Petition for Appointment of Temporary and General Guardian of the Person  
22 and Estate and Counter-Petition for Appointment of Kimberly Jones as Temporary and General Guardian  
23 of the Person and Estate, filed October 2, 2019.

24 <sup>2</sup> *Id.*

25 <sup>3</sup> *Id.*

26 <sup>4</sup> *Id.*

27 <sup>5</sup> *Id.*

28 <sup>6</sup> *Id.*

<sup>7</sup> See Declaration of Kimberly Jones, attached as **Exhibit 1**.



1 to or signing such a document and adamantly states she never would have sold the Property.<sup>8</sup>  
2 When Kimberly confronted Richard about the sale of the Property, Richard promised  
3 accountings and an explanation, but since has failed to provide any viable explanation or  
4 accounting.<sup>9</sup>

5 After the sale of the Property was discovered, Kimberly and her sisters began reviewing  
6 her mother's other accounts with various financial institutions. In doing so it became clear that  
7 Gerald and Richard (despite neither having signatory authority) consistently wrote various  
8 checks from June's account for various items and even removed June from her marital checking  
9 account at Chase Bank (depriving June of her share of at least \$40,000).<sup>10</sup> As recent as  
10 September 4, 2019, Kimberly discovered that Richard had utilized June's account to extract up to  
11 \$1,000 in cash from an ATM machine. Kim has also discovered that tens of thousands of dollars  
12 in gift cards which were provided to her mother by her sister Robyn have been taken from June  
13 by Gerald and Richard.

14 Kimberly has initiated a complaint with Adult Protective Services and with the LVMPD  
15 elder abuse detail.<sup>11</sup> Kim has assisted with the criminal investigation by performing interviews  
16 and providing documents she obtained with the power of attorney and by filling in factual  
17 details.<sup>12</sup> Based on the above stated revelations, June's daughters became rightfully worried  
18 about their mother's financial interest and took what they believed was the most appropriate  
19 legal action— guardianship proceedings.

20 **B. THE GUARDIANSHIP PROCEEDINGS.**

21 This Court is well aware of what went on within the guardianship proceedings. Within  
22 those proceedings, Robyn Friedman and Donna Simmons retained counsel and sought to obtain  
23

---

24 <sup>8</sup> *Id.*

25 <sup>9</sup> *Id.*

26 <sup>10</sup> *Id.*

27 <sup>11</sup> *Id.*

28 <sup>12</sup> *Id.*

1 guardianship over their mother. Concurrently, Kimberly through her own counsel opposed the  
2 guardianship and counter-petitioned for guardianship. The result of these proceedings were the  
3 Court spending in excess of an hour on this issue which resulted in Kimberly being granted  
4 guardianship of June.<sup>13</sup>

5 The Court also delivered a brutally honest and appropriate message to Kimberly, Robyn,  
6 and Donna—get along and work together in the best interest of June. Since the October 15, 2019  
7 hearing, Kimberly, Robyn, and Donna have worked together in good faith to embrace and  
8 support June. In doing so, *Kimberly, Robyn, and Donna are focused solely on prosecuting the*  
9 *above stated wrongdoers for the financial exploitation explained above.* Now, Kimberly, with  
10 the full support of her siblings seeks permission to file suit against Richard, Candice, and Gerald.

### 11 **III. LEGAL ARGUMENT**

12 Kimberly as guardian of June is statutorily required to act in the best interest of June. Part  
13 of serving in the best interest of June requires Kimberly to advance any necessary civil action to  
14 protect the past and future financial interests of June. Here, as this Court is well aware, June  
15 maintains colorable civil claims against Richard Powell, Candice Powell, and Rodney Gerald  
16 Yeoman for financial exploitation, conversion, fraud, and breach of fiduciary duty. Each of these  
17 claims relates to recently discovered financial exploitation wherein June's personal residence  
18 was fraudulently transferred to Richard and Candice Powell for \$100,000 below market value  
19 with no cash changing hands, improperly withdrew thousands of dollars from June's bank  
20 account, and removed June from her marital accounts— further depriving June of tens of  
21 thousands of dollars.

22 In short, June has been exploited financially through activity that is nothing less than  
23 fraud, oppression, and self-dealing. The time has passed for attempts to amicably resolve these  
24 claims, as Kimberly and her sisters have worked tirelessly to obtain financial relief for June from  
25 the above stated individuals. Consequently, Kimberly now seeks the approval of this Court to  
26

27  
28 <sup>13</sup> See JAVS recording of hearing dated October 15, 2019, on file.

1 file a civil lawsuit against Richard Powell, Candice Powell, and Rodney Gerald Yeoman in the  
2 Eighth Judicial District.

3 **A. KIMBERLY AS GUARDIAN OF JUNE IS STATUTORILY REQUIRED**  
4 **TO ADVANCE A CIVIL LAWSUIT TO PROTECT THE FINANCIAL**  
5 **INTERESTS OF JUNE.**

6 A guardian of a protected person has an obligation to act in the best interest of the  
7 protected person. This is not subject to dispute. As part of acting in the best interest of the  
8 protected person, a guardian is required to take all action necessary to protect the financial  
9 interests of the protected person. This includes, among other things advancing all necessary  
10 legal action to protect the financial well being of the protected person and advance necessary  
11 litigation to remedy any civil harm perpetrated against the protected person. NRS 159.095; NRS  
12 159.093.

13 In Nevada, a guardian “[s]hall demand all debts and other choses in action due to the  
14 protected person.” NRS 159.093. There is no discretion, but rather such action is mandatory. *Id.*  
15 Procedurally, a guardian of a protected person is authorized to file a civil lawsuit on behalf of a  
16 protected person, subject to court approval. *Id.* (“With prior approval of the court, [the guardian]  
17 may sue for and receive all debts and other choses in action due to the protected person.”) NRS  
18 159.093 states in full as follows:

19 **NRS 159.093 Collecting obligations due protected person.**

20 1. A guardian of the estate:

21 (a) Shall demand all debts and other choses in action due to the protected  
22 person; and

23 (b) With prior approval of the court, may sue for and receive all debts and  
24 other choses in action due to the protected person.

25 Additionally, during the guardianship hearing, this Court was made aware that Kimberly  
26 and her sisters believed it was in the best interest of June to bring a lawsuit against Richard  
27 Powell, Candice Powell, and Rodney Gerald Yeoman in order to obtain relief for June. The  
28 Court responded to such a request as follows:

If the guardian makes a review and believes she needs to pursue litigation . . . she  
can ask me to pursue litigation . . . this is not a surprise to any counsel in this

1 room that she may want to pursue some sort of litigation. . . she will make that  
2 determination.”

3 October 15, 2019 Hearing at 1:30, on file.

4 As a result, the instant request is nothing unexpected. Serious allegations of financial  
5 exploitation have been raised (and are corroborated by documents this Court has received).  
6 Consequently, this Court should confirm Kimberly’s right to file the requested civil lawsuit.

7 **B. A CIVIL ACTION IS NECESSARY TO PROTECT THE INTERESTS OF**  
8 **JUNE.**

9 Little argument needs to be advanced to demonstrate that a civil action to prosecute the  
10 above-stated financial exploitation of June is necessary. The Court entertained over an hour of  
11 argument and reviewed extended briefing on the alleged financial abuses inflicted against June.  
12 June’s court-appointed attorney, Maria L. Parra Sandoval, Esq. expressed concerns about the  
13 below market transfer of the Property at issue and confirmed that June has no recollection of  
14 transferring the Property, the largest asset of her estate. *See* October 15, 2019 Hearing at 7:46, on  
15 file.

16 The Court further highlighted the highly questionable transfer of the Property and stated:

17 “I’m concerned about the transfer of the Property. . . and worried no one is  
18 looking out for her [June]. . . It’s her dang house. . . I’m real real worried about  
19 that. . .”

20 *Id.* at 10:01.

21 The Court also rightfully discussed the fact the Property was purchased for “well under  
22 market value (\$100,000.00).” *Id.* at 11:26. This was further propounded by the undisputed fact  
23 that Richard Powell, Candice Powell, and Rodney Gerald Yeoman have still refused to turn over  
24 the Property and have failed to provide any transparency concerning the transfer of the  
25 Property<sup>14</sup> or the other above referenced acts of financial exploitation.

26 Therefore, Kimberly seeks approval from this Court to file the enclosed action to  
27 prosecute and protect her mother’s interest.<sup>15</sup> This includes an action for (1) financial

28 <sup>14</sup> As a matter of law, the transfer of the Property is presumed void under NRS 155.097.

<sup>15</sup> *See* proposed civil complaint, attached as **Exhibit 2**.

1 exploitation of a protected person (elder abuse); (2) conversion; (3) breach of fiduciary duty; (4)  
2 fraud; (5) Quiet Title; and other related claims.<sup>16</sup> Each of these claims stems from the taking of  
3 the real and personal property from June when June clearly lacked the requisite mental capacity  
4 to enter into a contract.

5 **IV. CONCLUSION**

6 There is no just reason to not confirm Kimberly's right to bring a separate civil lawsuit  
7 against the above stated tortfeasors. June's financial interests have been violated and Kimberly as  
8 guardian is statutorily required to file suit to protect her mother's past and future financial  
9 interests.

10 Dated this 22nd day of November, 2019.

11 MARQUIS AURBACH COFFING

12  
13 By /s/ James A. Beckstrom  
14 Geraldine Tomich, Esq.  
15 Nevada Bar No. 8369  
16 James A. Beckstrom, Esq.  
17 Nevada Bar No. 14032  
18 10001 Park Run Drive  
19 Las Vegas, Nevada 89145  
20 *Attorneys for Kimberly Jones, Guardian*  
21 *of Kathleen June Jones*

22  
23  
24  
25  
26  
27  
28 

---

<sup>16</sup> Kimberly reserves the right to amend or add causes of action as additional facts are obtained.

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing **PETITION FOR CONFIRMATION TO BRING CIVIL ACTIONS ON BEHALF OF KATHLEEN JUNE JONES** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 22nd day of November, 2019. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:<sup>17</sup>

Ty E. Kehoe, Esq.  
KEHOE & ASSOCIATES  
871 Coronado Center Drive, Ste. 200  
Henderson, NV 89052  
Email: tykehoelaw@gmail.com

Matthew C. Piccolo, Esq.  
PICCOLO LAW OFFICES  
2450 St. Rose Pkwy., Ste. 210  
Henderson, NV 89074  
Email: matt@piccololawoffices.com

Jeffrey P. Luszeck, Esq.  
SOLOMON DWIGGINS & FREER, LTD  
9060 West Cheyenne Avenue  
Las Vegas, NV 89129  
jluszeck@sdfnlaw.com

I further certify that I served a copy of this document by mailing a true and correct copy thereof, postage prepaid, addressed to:

N/A

/s/ Cheryl Becnel  
An employee of Marquis Aurbach Coffing

<sup>17</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

**DECLARATION OF KIMBERLY JONES IN SUPPORT OF  
ORDERS SHORTENING TIME**

Kimberly Jones, declares as follows:

1. I am over the age of 18 years and have personal knowledge of the facts stated herein, except for those stated upon information and belief, and as to those, I believe them to be true. I am competent to testify as to the facts stated herein in a court of law and will so testify if called upon.

2. I am the guardian of the person and estate of Kathleen June Jones ("June").

3. As guardian of June I have made a diligent review of the financial records available to me in determining whether a civil lawsuit on behalf of June is necessary to protect her economic interests and believe such a lawsuit is necessary against Richard Powell and Candice Powell (collectively "Powell"), and Gerald Yeoman ("Gerald").

4. My initial review of my mother's financial records indicates a number of independent instances of financial exploitation, including and not limited to: (1) the transfer of my mother's primary residence for \$100,000 less than fair market value while she lacked mental capacity; (2) unauthorized financial withdrawals from my mother's checking accounts; and (3) an unauthorized refinance of my mother's rental property in California.

5. To date, demand has been made upon Powell for the return of my mother's residence and a full accounting of the money withdrawn from my mother's accounts, but such attempts have been futile.

6. I have filed police reports with LVMPD concerning the above stated instances of elder abuse and/or financial exploitation.

7. Pursuant to NRS 159.305 I affirm under penalty of perjury that Gerald and/or Powell have and continue to wrongfully be in possession of my mother's personal property, which includes her two dogs, Nikki and Charlie.

8. In early October, I brought my mother along with Nikki and Charlie to visit Gerald at the residence of Powell.



1           9.       When it was time for my mother to leave to return home, Gerald with the  
2 assistance and support of Powell refused to turn over Nikki and Charlie to my mother.

3           10.     I have demanded the return of Nikki and Charlie to no avail.

4           11.     My mother asks where Nikki and Charlie are multiple times a day and has  
5 suffered increased bouts of sadness without her dogs.

6           12.     Nikki and Charlie have always lived exclusively at my mother's home on Kraft  
7 Avenue.

8           13.     Nikki was a birthday gift to my mother from all her children and Charlie was a  
9 gift that spawned from Nikki and my brother's dog.

10          14.     I have personal knowledge that Nikki and Charlie remain at the residence of  
11 Powell.

12          15.     I have not provided Powell nor Gerald permission to retain possession of Nikki or  
13 Charlie.

14               Pursuant to NRS § 53.045, I declare under penalty of perjury under the laws of the State  
15 of Nevada that the foregoing is true and correct.

16               Dated this \_\_ day of November, 2019.

17  
18 

19 \_\_\_\_\_  
20 Kimberly Jones  
21  
22  
23  
24  
25  
26  
27  
28

## Exhibit 2

1 **Marquis Aurbach Coffing**  
Geraldine Tomich, Esq.  
2 Nevada Bar No. 8369  
James A. Beckstrom, Esq.  
3 Nevada Bar No. 14032  
10001 Park Run Drive  
4 Las Vegas, Nevada 89145  
Telephone: (702) 382-0711  
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gtomich@maclaw.com  
6 jbeckstrom@maclaw.com  
Attorneys for Kimberly Jones,  
7 Guardian of Kathleen June Jones

**DISTRICT COURT****CLARK COUNTY, NEVADA**

10 KIMBERLY JONES, AS GUARDIAN OF THE  
PERSON AND ESTATE OF KATHLEEN  
11 JUNE JONES, a protected person,

12 Plaintiffs,

13 v.

14  
15 RICHARD POWELL, an individual; CANDICE  
POWELL, an individual; RODNEY GERALD  
16 YEOMAN, an individual; DOES I-X, inclusive;  
and ROE CORPORATIONS I-X, inclusive,

17 Defendants.  
18

Case No.:  
Dept. No.:

**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

19 Kimberly Jones, as Guardian of the Person and Estate of Kathleen June Jones by and  
20 through her counsel of record, Geraldine Tomich, Esq. and James A. Beckstrom, Esq. of the law  
21 firm of Marquis Aurbach Coffing, hereby complains as follows.

**PARTIES**

23 1. Kathleen June Jones ("June") is a protected person residing in Clark County,  
24 Nevada, represented by the guardian of her estate and person, Kimberly Jones ("Kimberly").

25 2. Kimberly is an individual currently residing in Clark County, Nevada.

26 3. June resides with Kimberly at 277 Kraft Avenue, Las Vegas, Nevada 89130 (the  
27 "Kraft Avenue Property").

28 ///

1 4. Rodney Gerald Yeoman ("Gerald") is the husband of June and is an individual  
2 residing in Clark County, Nevada.

3 5. Gerald has and continues to suffer from serious medical issues that have rendered  
4 Gerald unfit to care for June without full time assistance.

5 6. Richard Powell ("Richard") is an individual residing in Clark County, Nevada and  
6 is the son in law of Gerald.

7 7. Candice Powell ("Candice") is an individual residing in Clark County, Nevada  
8 and is the daughter of Gerald.

9 **JURISDICTION AND VENUE**

10 8. Venue is proper in the Eighth Judicial District Court in Clark County, Nevada,  
11 pursuant to NRS 13.040 because (1) one or more of the Defendants reside in Clark County,  
12 Nevada; and (2) the obligations, acts, abuses, and tortious conduct complained of herein were  
13 incurred and committed, in whole or in part, within Clark County, Nevada.

14 9. This Court has personal jurisdiction over Defendants, pursuant to NRS 14.065  
15 because (1) Defendants' activities and contacts in Nevada have been and continue to be so  
16 substantial, continuous, and systematic that Defendants are deemed present in the forum; (2) the  
17 obligations, acts, omissions, and tortious actions complained of herein were incurred and  
18 committed, in whole or in part, in Clark County, Nevada, and thus, Defendants have had  
19 sufficient minimum contacts with this forum such that the exercise of personal jurisdiction over  
20 them will not offend traditional notions of fair play and substantial justice.

21 **GENERAL ALLEGATIONS**

22 **KATHLEEN JUNE JONES**

23 10. June was born on January 20, 1937 and is presently 82 years old.

24 11. June has five children, which include Kimberly, Robyn Friedman ("Robyn"),  
25 Donna Simmons ("Donna"), and Scott Simmons ("Scott").

26 12. In 2002, June was engaged to Walter Tormala ("Walter") where they resided  
27 together at 6277 Kraft Avenue, Las Vegas, NV (the "Kraft Avenue" property).

28 ///

13. Walter had purchased the Kraft Avenue property for approximately \$145,000.00 in 1996.

14. In 2004, Walter executed a quitclaim deed, transferring his interest in the Kraft Avenue property to June as the sole owner.

15. On December 27, 2005, June executed a Durable Healthcare Power of Attorney, in which she designated Kimberly as her attorney-in-fact.

16. On June 6, 2007, Walter passed away and June was left to reside in the Kraft Avenue property where she continued to maintain all mortgage payments thereon.

17. In 2009, June married Gerald.

18. On October 24, 2012, June consulted an attorney and executed a Durable Financial Power of Attorney, in which she again designated Kimberly as her attorney-in-fact.

19. Since approximately 2014-2015, June's mobility, memory and cognition have been in steady decline.

20. Following hip surgeries in or around 2014-2015, June's cognitive function was reduced to the extent June stopped writing checks, managing her finances, grocery shopping, or performing other routine daily tasks.

21. June has not driven a car since 2013.

22. From 2014 to present, June's children have witnessed June's inability to perform basic household tasks and severe cognitive impairment.

23. During this time period June was diagnosed was treated with medications to treat cognitive decline, including but not limited to declines associated with advanced dementia.

24. In 2017 June was diagnosed with a degenerative neurological disorder and has since been seeing specialists at the Cleveland Clinic's Luo Ruvo Center in Las Vegas for treatment in recent months.

25. Since her marriage to Gerald, June and Gerald resided together at the Kraft Avenue property.

1           26.     In or about March of 2019, Gerald began having serious medical complications  
2     which required him to be hospitalized and prohibited Gerald from being able to properly care for  
3     June.

4           27.     On September 5, 2019, June's physician at the Luo Ruvo Center, Dr. Marwan  
5     Sabbagh, certified that June suffers from degenerative neurological disorder resulting in  
6     impairment of memory, judgment and other cognitive functions.

7           28.     Dr. Marwan further found that June is not capable of handling her own affairs,  
8     including medical, financial, and legal decisions, and requires a guardian.

9           29.     Pursuant to NRS 159.019, since mid 2016, June has been incompetent as a  
10    "...person who, by reason of mental illness, mental deficiency, advanced age, disease, weakness  
11    of mind or any other cause, is unable, without assistance, properly to manage and take care of  
12    herself or her property."

13          30.     Pursuant to NRS 41.1395, June being over 60 years of age during the relevant  
14    time period covering each allegation stated herein is a protected person.

15          31.     Pursuant to NRS 41.1395, June was a vulnerable person based on her lack of  
16    mental competency, which was known to each named Defendant.

17                   **KIMBERLY AND HER SIBLINGS DISCOVER JUNE IS BEING FINANCIALLY**  
18                   **EXPLOITED**

19          32.     In or around March 2019, Kimberly and her siblings discovered the Kraft Avenue  
20    Property had been "sold" on January 16, 2018 for \$100,000 less than fair market value to  
21    Richard and Candice.

22          33.     June did not receive cash for this "sale" and this \$100,000 deficiency in value is  
23    reflected on the Declaration of Value form that Richard prepared and recorded with the Clark  
24    County Recorder's Office along with the purported deed.

25          34.     Kimberly and her siblings further discovered that June, lacking any legal  
26    competence, apparently "signed" a deed transferring the Kraft Avenue property to Richard  
27    (which Richard prepared), but June maintained no recollection of agreeing to or signing such a  
28    document.

1           35.     June continues to deny she signed a deed for the Kraft Avenue property and does  
2 not recall any events surrounding the alleged transfer.

3           36.     In or about March 2019 or April 2019, Kimberly asked June if she transferred the  
4 Kraft Avenue property and June was in utter disbelief that her home was transferred.

5           37.     During the time in which the Kraft Avenue property was allegedly transferred,  
6 June lacked any competency to enter into a contract, make informed decisions, or understand the  
7 nature of her bounty.

8           38.     During the time in which the Kraft Avenue property was sold and for the time  
9 preceding the transfer, June was renting empty rooms in the Property for supplemental income.

10          39.     Since obtaining title to the Property, Richard has caused June's supplemental  
11 rental income to seize.

12          40.     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          41.     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          42.     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          43.     Upon information and belief, Richard materially participated in the material  
19 provisions of the transfer instrument (the deed) or arranged for such an instrument to be created  
20 by an agent acting under his authority.

21          44.     When Kimberly confronted Richard Powell about the sale of the Property,  
22 Richard promised accountings and an explanation, but since has failed to provide any viable  
23 explanation or accounting.

24          45.     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 Candice.

26          46.     Accordingly, Kimberly made a complaint and initiated an elder abuse  
27 investigation with Nevada Adult Protective Services ("APS") and with the Las Vegas  
28 Metropolitan Police Department ("LVMPD") elder abuse detail.

1 47. Since illegally obtaining ownership to the Kraft Avenue property, Richard has  
2 attempted to evict Kimberly (and June) from the Property.

3 **JUNE'S FINANCIAL ACCOUNTS ARE RAIDED.**

4 48. After the sale of the Kraft Avenue property was discovered, Kimberly began  
5 reviewing June's bank accounts with various financial institutions.

6 49. Gerald and Richard (despite neither having signatory authority) consistently wrote  
7 checks from June's separate checking account for various items and even removed June from her  
8 marital checking accounts at Chase Bank (depriving June of her share of at least \$40,000).

9 50. On or around September 4, 2019, Richard utilized June's account to extract up to  
10 \$1,000 in cash from an ATM machine without authority.

11 51. In or about 2003, June and Kimberly opened a joint account at Bank of America  
12 in which June deposited her social security income and from which her bills were paid. June  
13 additionally deposited rents she received from the Anaheim Property.

14 52. Kimberly has discovered that a number of checks were written by Gerald and/or  
15 Richard from June and Kimberly's joint Bank of America Account, despite the fact that neither  
16 Gerald, nor Richard has signatory authority on the account.

17 53. On or about September 4, 2019, Kimberly discovered that Richard had utilized an  
18 ATM card in June's name to withdraw \$1,000 from June and Kimberly's Bank of America  
19 account.

20 54. On or about November 2017, Gerald and Richard removed June from her marital  
21 accounts she shared with Gerald at Chase Bank, and concurrently made Richard a joint-owner on  
22 such accounts.

23 55. Upon information and belief, Gerald and Richard have also withheld and/or  
24 utilized tens of thousands of dollars in gift cards provided to June by her daughter Robyn for  
25 their own personal benefit.

26 56. At the time June was removed from the marital accounts, there was an  
27 approximate balance of \$41,000, of which June maintained a community property interest.  
28



1           57.     Upon information and belief, Richard utilized a power of attorney he holds for his  
2 Gerald to initiate these changes to Gerald and June's Chase Bank accounts for his own benefit  
3 and without any authority to act for or remove June's interests in the accounts.

4           58.     Upon information and belief, Richard has likewise unduly influenced and  
5 exploited his father-in-law, committed these acts without his father-in-law's knowledge, or  
6 conspired with his father-in-law to accomplish this act.

7           59.     Richard's actions when combined with Gerald's physical and mental capacity or  
8 lack thereof, presents actionable legal claims between Gerald and Richard, which are non-  
9 waivable conflicts of interest.

10                               **FIRST CAUSE OF ACTION**  
11                               **CONVERSION**

12                               **(Against all Defendants)**

13           60.     Kimberly realleges and incorporates by reference each allegation contained  
14 above, as if they were fully set forth herein.

15           61.     Defendants wrongfully obtained, gained, and utilized June's assets (money within  
16 bank accounts, real property, and personal property) in a manner unknown, improper and  
17 unauthorized manner.

18           62.     Defendants intentionally exercised dominion and control over June's personal  
19 property by transferring and utilizing June's funds and gift cards for their own personal expense  
20 and benefit.

21           63.     Defendants continue to wrongfully withhold June's two dogs and gift cards,  
22 which are her sole and separate personal property.

23           64.     Defendants have refused to return June's dogs or the gift cards.

24           65.     Defendants knew and/or should have known that June lacked the cognitive  
25 function and capacity to understand the nature of her bounty, to enter into a contract, or make  
26 informed decisions during the time period of the above stated acts.

72. As a result of Defendants reckless, fraudulent, oppressive, and malicious conduct, June is entitled to statutory attorney fees, costs, and double damages pursuant to NRS 41.1395.

**(Against all Defendants)**

75. June is a protected person under NRS 159.305.

1           76.     NRS 159.305 empowers a guardian of a protected person to petition the court that  
2     “(a) That a person has or is suspected to have concealed, converted to his or her own use,  
3     conveyed away or otherwise disposed of any money, good, chattel or effect of the protected  
4     person; or (b) That the person has in his or her possession or knowledge any deed, conveyance,  
5     bond, contract or other writing which contains evidence of, or tends to disclose the right, title or  
6     interest of the protected person or proposed protected person in or to, any real or personal  
7     property, or any claim or demand, the judge may cause the person to be cited to appear before  
8     the district court to answer, upon oath, upon the matter of the petition.”

9           77.     Pursuant to NRS 159.315 if the court finds, after examination of a person cited  
10     pursuant to NRS 159.305, that the person has committed an act within NRS 159.305, “the court  
11     may order the person to return the asset or the value of the asset to the guardian of the estate; or  
12     the court may order the person to return the asset or provide information concerning the location  
13     of the asset to the guardian of the estate.”

14           78.     Pursuant to NRS 159.315(3) an order of the court pursuant to NRS 159.315(1) is  
15     prima facie evidence of the right of the proposed protected person or the estate of the protected  
16     person to the asset described and any judgment recovered therein must be double the value of the  
17     asset, and damages in addition thereof equal to the value of such property.

18           79.     Richard, Candice, and/or Gerald have wrongfully retained personal property  
19     belonging to June, including but not limited to money, gift cards, June’s two dogs, the Kraft  
20     Avenue Property, and other personal property expected to be discovered upon a further financial  
21     audit of June’s finances.

22           80.     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                     **THIRD CAUSE OF ACTION**  
26                     **INTENTIONAL MISREPRESENTATION / FRAUDULENT INDUCEMENT**

27                     **(Against all Defendants)**

1           81.     Kimberly realleges and incorporates by reference each allegation contained  
2 above, as if they were fully set forth herein.

3           82.     Upon information and belief, Richard, Candice, and/or Gerald conspired with one  
4 another to make knowingly false representations to June during a time in which they knew or  
5 should have known June lacked the requisite mental capacity to enter into a contract (transfer the  
6 Kraft Avenue property).

7           83.     Upon information and belief, these aforementioned false representations were  
8 presented to June as a superior financial option to induce June to sign over the Kraft Avenue  
9 Property to Richard and Candice.

10          84.     Upon information and belief, June was falsely assured that the transfer of her  
11 Property was for fair market value, when Richard, Candice, and/or Gerald knew it was not.

12          85.     Upon information and belief, June was not informed as to the contents of the  
13 document she was signing (the deed), and was told the document related to something other than  
14 the transfer of the Kraft Avenue property.

15          86.     Had June maintained the requisite mental capacity of had been presented with the  
16 true value of the Kraft Avenue property, the pitfalls of transferring the property, or that the  
17 Property would no longer owned by her, June would not have entered into any agreement to  
18 transfer the Property.

19          87.     Richard, Candice, and/or Gerald falsely represented to June that she was being  
20 fairly compensated for the transfer of the Kraft Avenue property, when Richard, Candice, and  
21 Gerald knew the transfer of the Kraft Avenue Property was \$100,000 or more below fair market  
22 value.

23          88.     Richard, Candice, and/or Gerald intended to induce June to transfer the Kraft  
24 Avenue property to Richard to benefit them financially.

25          89.     Richard, Candice, and/or Gerald knew Kimberly was June's financial power of  
26 attorney, but intentionally refused to notify Kimberly, or effectuate the transfer of the Kraft  
27 Avenue property with Kimberly.

28

1           90.     Upon information and belief, Richard, Candice, and/or Gerald working with one  
2 another, falsely presented themselves to June's above described financial institutions (Bank of  
3 America and Chase Bank) and without authority withdrew substantial funds from June's  
4 accounts.

5           91.     June, nor Kimberly authorized the withdraw of any funds from these accounts and  
6 to the extent Richard, Candice, or Gerald contend otherwise, such authority was procured  
7 through knowingly false representations, including but not limited to false statements that the  
8 money was necessary to pay June's expenses and false statements that the money was need to  
9 pay for June's rental property in California.

10          92.     June, as an incapacitated person relied on Richard, Candice, and/or Gerald in  
11 signing the deed to the Kraft Avenue property to Richard and providing any authority to  
12 withdraw funds from her bank accounts.

13          93.     The misrepresentations by Richard, Candice, and/or Gerald were knowingly false,  
14 not in the best interest of June, and designed to extract money from June for their own benefit.

15          94.     Upon information and belief, Richard, Candice, and/or Gerald made false  
16 representations to financial institutions on behalf of June in order to remove June from her  
17 account at Chase Bank.

18          95.     June has suffered extensive damages as a result of the above stated fraud, as she  
19 has been deprived of the equity in the Kraft Avenue property, the continued increase in value of  
20 the Kraft Avenue property, her ability to obtain a mortgage on the Kraft Avenue property, and  
21 deprived of funds from her financial accounts which she requires for the support of her health  
22 and maintenance.

23          96.     For each of the above stated instances of fraud, Richard, Candice, and/or Gerald  
24 falsely represented to June that each of the described actions were to advance June's financial  
25 benefit—a false statement.

26          97.     Upon information and belief, Richard, Candice, and/or Gerald knowingly  
27 provided June with false information regarding her finances with the intent of inducing June (in a  
28 diminished capacity) to rely on those representations.

1           98. But for the misrepresentations stated above, June would have never have provided  
2 the transfer of the Kraft Avenue property or access to her bank accounts.

3           99. As a direct and proximate result of Defendants' intentional misrepresentation and  
4 fraudulent inducement, June has been damaged in excess of \$15,000 plus interest thereon, in an  
5 amount to be determined at trial.

6           100. Defendants above stated actions were done with a conscious disregard for June's  
7 rights and with malice, intended to harm June financially, thus warranting the imposition of  
8 punitive damages.

9           101. It has become necessary for Kimberly to retain the services of Marquis Aurbach  
10 Coffing to prosecute this action, and Kimberly on behalf of June is entitled to an award of  
11 attorney's fees, costs and interest, pursuant to Nevada law.

12           102. As a result of Defendants reckless, fraudulent, oppressive, and malicious conduct,  
13 June is entitled to statutory attorney fees, costs, and double damages pursuant to NRS 41.1395.

14                                   **FOURTH CAUSE OF ACTION**  
15                                   **CIVIL CONSPIRACY**

16                                   **(Against all Defendants)**

17           103. Kimberly realleges and incorporates by reference each allegation contained  
18 above, as if they were fully set forth herein.

19           104. Richard, Candice, and/or Gerald, by acting in concert, intended to accomplish the  
20 unlawful objective of depriving June of her personal property, retirement monies, bank accounts,  
21 the Kraft Avenue property and other assets in Defendants' custody and care.

22           105. For each of the stated instances of fraud, conversion, and breach of fiduciary duty  
23 plead herein, Plaintiff asserts that Richard, Candice, and/or Gerald acted in concert with one  
24 another to accomplish each stated unlawful objective.

25           106. As a direct and proximate result of Defendants' concerted tortious actions  
26 described herein, June has been damaged in excess of \$15,000 plus interest thereon, in an  
27 amount to be determined at trial.

28

107. 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.

108. 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.

109. As a result of Defendants reckless, fraudulent, oppressive, and malicious conduct, June is entitled to statutory attorney fees, costs, and double damages pursuant to NRS 41.1395.

**FIFTH CAUSE OF ACTION**  
**ELDER ABUSE PURSUANT TO NRS 41.1395.**

**(Against all Defendants)**

110. Kimberly realleges and incorporates by reference each allegation contained above, as if they were fully set forth herein.

111. To the extent NRS 41.1395 is a remedy or enhancement of penalty, Plaintiff pleads as such.

112. June is an "older person" pursuant to NRS 41.1395, as she is over 60 years of age.

113. Prior to 2016, 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."

114. Pursuant to NRS 41.1395, June being over 60 years of age during the relevant time period covering each allegation stated herein is a protected person.

115. Pursuant to NRS 41.1395, June was a vulnerable person based on her lack of mental competency, which was known to each named Defendant.

116. June has suffered a loss of money and property as result of financial exploitation as further detailed above.

117. Richard, Candice, and Gerald were all in a position of trust and confidence with June, as they were her close family members who represented they were acting in the best interest of June.

1 118. June relied on the representations of Richard, Candice, and Gerald that they were  
2 acting in her best interest and trusted confidants.

3 119. As more fully described in the preceding paragraphs, Defendants have converted  
4 June's money, assets, and property (real and personal) to June's detriment.

5 120. The above stated conduct constitutes financial exploitation of an older person  
6 pursuant to NRS 41.1395.

7 121. As a result of Defendants financial exploitation of June, June has suffered severe  
8 mental anguish and distress.

9 122. Pursuant to NRS 41.1395, June is entitled to two times the actual damages  
10 incurred.

11 123. As a result of Defendants reckless, fraudulent, oppressive, and malicious conduct,  
12 June is entitled to statutory attorney fees, costs, and double damages pursuant to NRS 41.1395.

13 **SIXTH CAUSE OF ACTION**  
14 **DECLARATORY RELIEF**

15 **(Against all Defendants)**

16 124. Kimberly realleges and incorporates by reference each allegation contained  
17 above, as if they were fully set forth herein.

18 125. NRS 30.040 authorizes this Court to obtain a declaration of rights to any written  
19 contract or deed in which a dispute exists.

20 126. A dispute over the deed transferring the Kraft Avenue property from June to  
21 Richard exists, wherein June, through her Guardian Kimberly, disputes the validity of the deed  
22 and asserts the deed was obtained by way of undue influence, fraud, or lack of competency.

23 127. A dispute further exists as to the authority of Richard, Candice, and/or Gerald had  
24 to remove June from her marital accounts at Chase Bank and to withdraw money from June's  
25 Bank of America account.

26 128. June therefore seeks a declaration from this Court as follows:

27 a. Declaring June as the sole owner of the Kraft Avenue property;  
28



1 b. Declaring a rebuttable presumption that the Kraft Avenue property was  
2 transferred by way of undue influence (NRS 155.097);

3 c. Declare Richard lacks any legal right or title to the Kraft Avenue property;

4 d. Declare June's dogs as her sole and separate property pursuant to NRS  
5 123.130;

6 e. Declare the removal of June from the Chase Bank account invalid; and

7 f. Declare that Richard, Candice, and Gerald had no right or authority to  
8 access June's Bank of America account.

9 129. Such declarations will resolve the disputes of the aforementioned parties.

10 130. Plaintiff respectfully request that this Honorable Court resolve and declare the  
11 rights of the parties herein.

12 131. As a direct and proximate result of the actions described herein which forced this  
13 declaratory action, June has been damaged in excess of \$15,000 plus interest thereon, in an  
14 amount to be determined at trial.

15 132. It has become necessary for Kimberly to retain the services of Marquis Aurbach  
16 Coffing to prosecute this action, and Kimberly on behalf of June is entitled to an award of  
17 attorney's fees, costs and interest, pursuant to Nevada law.

18 **SEVENTH CAUSE OF ACTION**  
19 **BREACH OF FIDUCIARY DUTY AND AIDING AND**  
20 **ABETTING BREACH OF FIDUCIARY DUTY**

21 **(Against all Defendants)**

22 133. Kimberly realleges and incorporates by reference each allegation contained  
23 above, as if they were fully set forth herein.

24 134. Gerald as the husband of June has and continues to owe June a fiduciary duty to  
25 act in a just, equitable, and transparent fashion.

26 135. As a fiduciary, Gerald was required to make a full disclosure of all material facts  
27 within his knowledge in anything related to marital affairs, including the finances of the  
28 marriage.

1           136. Gerald, through the assistance of his conspirators, Richard and Candice took  
2 affirmative action to breach each of these above stated fiduciary duties by (1) removing June  
3 from her marital accounts without permission, notice, or discussion; (2) removing June's interest  
4 in the Kraft Avenue Property or facilitating the removal through encouragement, deceit, and  
5 misrepresentation; and (3) usurping funds of June (including gift cards) without her permission  
6 or knowledge.

7           137. As trusted a trusted confidant and caretaker of June, Gerald owed June a fiduciary  
8 duty not to pilfer, control, and/or take from June's accounts, property, assets, and money.

9           138. Defendants through their conspiracy breached that fiduciary duty by wrongfully  
10 gaining access and obtaining assets, monies, property, and real property of June.

11           139. Richard and Candice aided and abetted the above described breaches of fiduciary  
12 duties to June by knowingly inducing or rendering substantial assistance to Gerald in committing  
13 the acts described herein.

14           140. 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           141. 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                                   **EIGHTH CAUSE OF ACTION**  
21                                   **RECISSION OF INSTRUMENT / QUIET TITLE**

22                                   **(Against Richard and Candice)**

23           142. Kimberly realleges and incorporates by reference each allegation contained  
24 above, as if they were fully set forth herein.

25           143. Pursuant Nev. Rev. Stat. § 40.010, this Court is empowered to declare the rights  
26 and legal relations of the parties in this matter.

1 144. A justiciable controversy exists between the Parties as both June and Richard  
2 have made conflicting claims to title of the Property, wherein Richard contends he is the lawful  
3 owner of the Property and June, through her guardian contends to the contrary.

4 145. June is the legal and equitable owner of the Property, having received the  
5 Property from her prior husband as her sole and separate property.

6 146. Richard's deed from June for the Kraft Avenue property as a matter of law must  
7 be rescinded based on the above stated fraud, undue influence, and June's lack of capacity.

8 147. Pursuant to NRS 155.097, the transfer of the Kraft Avenue property from June to  
9 Richard was the product of fraud, duress, and/or undue influence and is therefore void.

10 148. Pursuant to NRS 155.097 the transfer of the Kraft Avenue property from June to  
11 Richard is presumed void as a matter of law.

12 149. Pursuant to NRS 155.097, Richard "shall bear the costs of the proceedings,  
13 including, without limitation, reasonable attorney's fees."

14 150. During the time in which the Kraft Avenue property was allegedly transferred,  
15 June lacked any competency to enter into a contract, make informed decisions, or understand the  
16 nature of her bounty.

17 151. During the time in which the Kraft Avenue property was transferred to Richard,  
18 Richard was a "Related Person" as defined within NRS 155.0945.

19 152. During the time in which the Kraft Avenue property was transferred to Richard,  
20 June was a "Dependent Adult" as defined within NRS 155.0937.

21 153. June was not provided an "independent attorney" at or around the time in which  
22 the Kraft Avenue property was transferred to Richard as defined in NRS 155.0937.

23 154. Upon information and belief, Richard materially participated in the drafting of  
24 material provisions of the transfer instrument (the deed) or arranged for such an instrument to be  
25 created by an agent acting under his authority.

26 155. As a direct and proximate result of Defendants' concerted tortious actions  
27 described herein, June has been damaged in excess of \$15,000 plus interest thereon, in an  
28 amount to be determined at trial.

156. 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)**

157. Kimberly realleges and incorporates by reference each allegation contained above, as if they were fully set forth herein.

158. Defendants' fraudulently misrepresented their intentions, designs and activities to wrongfully obtain the property, money, and accounts of June.

159. 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.

160. 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.

161. 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.

WHEREFORE, Kimberly on behalf of the protected person, in addition to the relief stated herein prays for the following relief:

1. For an award of damages in excess of \$15,000.00;
2. For statutory attorneys' fees and costs, including post-judgment fees and costs;
3. For an award of attorney fees as special damages, subject to supplementation;
4. Pre and post judgment interest;
5. For rescission of the deed transferring the Kraft Avenue Property;
6. For declaratory judgment as stated above and an order quieting title;
7. Punitive damages against Defendants;

**MARQUIS AURBACH COFFING**

10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816

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8. Enhanced damages pursuant to NRS 41.1395 and NRS 159.315;
9. Interest on each attorney fee and cost invoice paid from the date of payment through the date of collection; and
10. For any further relief as the Court deems to be just and proper.

Dated this 14th day of November, 2019.

MARQUIS AURBACH COFFING

By /s/ James A. Beckstrom  
Geraldine Tomich, Esq.  
Nevada Bar No. 8369  
James A. Beckstrom, Esq.  
Nevada Bar No. 14032  
10001 Park Run Drive  
Las Vegas, Nevada 89145

VERIFICATION AND AFFIDAVIT

Under penalties of perjury, the undersigned declares that she is the guardian of Kathleen June Jones named in the foregoing complaint, and knows the contents thereof, that the pleading is true of his or her own knowledge, except as to those matters stated on information and belief, and that as to such matters she believes it to be true.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

DATED this 14th day of November, 2019



Kimberly Jones  
Guardian of Kathleen June Jones