

**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

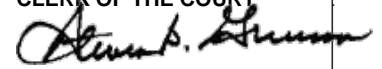
Electronically Filed  
Sep 24 2022 12:48 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

**RESPONDENTS' APPENDIX**  
**Volume 3 (Nos. 469–602, 608–613)**

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8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

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

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

12 KATHLEEN JUNE JONES

13 An Adult Protected Person.  
14

15 **NOTICE OF LIS PENDENS**

16 PLEASE TAKE NOTICE that an action was commenced and is pending in the above-  
17 titled Court by KIMBERLY JONES, AS GUARDIAN OF THE PERSON AND ESTATE OF  
18 KATHLEEN JUNE JONES against RICHARD POWELL AND KANDI POWELL, HUSBAND  
19 AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP.

20 The action listed above affects title to a specific parcel of real property. The real property  
21 location is 6277 W. KRAFT AVENUE, LAS VEGAS, NV, and whose legal description is as  
22 follows:

23 Clark County Assessor Parcel No, 138-02-511-076 legally described as follows: LOT  
24 THIRTY-TWO (2), IN BLOCK "B", OF EAGLE TRACE, AS SHOWN BY MAP THEREOF  
25 ON FILE IN BOOK 67 OF PLATS, PAGE 50, IN THE OFFICE OF THE COUNTY  
26 RECORDER OF CLARK COUNTY, NEVADA.

27 ///

28 ///

**MARQUIS AURBACH COFFING**


10001 Park Run Drive  
Las Vegas, Nevada 89145  
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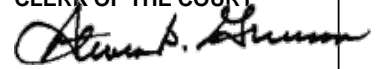
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This action affects the title to and/or possession of that certain real property located in Clark County, Nevada. Therefore, Plaintiff hereby files and records a Lis Pendens against the same in the Official Records of Clark County, Nevada.

Dated this 22nd day of November, 2019.

MARQUIS AURBACH COFFING

By   
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Person and Estate of Kathleen June  
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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

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

KATHLEEN JUNE JONES,  
  
Proposed Protected Person.

Hearing: December 10, 2019, 9:30 a.m.

**OPPOSITION TO PETITION FOR RETURN OF PROPERTY OF PROTECTED  
PERSON**

☐ **TEMPORARY GUARDIANSHIP**  
☐ Person  
☐ Estate ☐ Special Guardianship  
☐ Person and Estate

☒ **GENERAL GUARDIANSHIP**  
☐ Person  
☐ Estate ☐ Special Guardianship  
☒ Person and Estate

☐ **SPECIAL GUARDIANSHIP**  
☐ Person  
☐ Estate ☐ Special Guardianship  
☐ Person and Estate

☐ **NOTICES / SAFEGUARDS**  
☐ Blocked Account Required  
☐ Bond Required  
☐ Public Guardian's Bond

Rodney Gerald Yeoman ("Gerry"), husband of the Protected Person Kathleen June Jones ("June"), by and through his counsel Ty E. Kehoe, Esq. and Matthew C. Piccolo, Esq., submits this Opposition to Petition for Return of Property of Protected Person.

1 **Gerry and His Daughter Dispute the Facts Alleged in the Petition.**

2 Niki and Charlie belong to Gerry just as much or more as they do to June. The dogs lived  
3 with Gerry and June together for more than eight years, and Gerry has been the dogs' primary  
4 caretaker. The dogs have resided with Gerry away from the Kraft House since May 2019, and  
5 June is currently unable to care for the dogs.

6  
7 Robyn and Kimberly state that Nikki was a birthday gift to their mother and that Charlie  
8 was a gift that spawned from Nikki and another dog; however, Gerry has never heard anyone say  
9 the dogs were a gift to June or that they belong only to June. (*See* Ex. 1, Decl. Rodney "Gerry"  
10 Yeoman, ¶ 5). In addition, Niki was born on September 30, 2010, (*see* Ex. 3, Medical Documents,  
11 pp. 2-3, 8), and Gerry and June went to pick up Niki together about six to eight weeks after she  
12 was born (*see* Ex. 1, ¶ 5). Thus, it is highly unlikely that June received Niki as a gift for her  
13 birthday because her birthday is January 20 (*see id.*)—about fifteen weeks after Niki was born.  
14 In addition, the Petitioner has not presented any evidence that the daughters paid for the dogs or  
15 that they were gifted exclusively to June and not also to her husband Gerry. It certainly would  
16 not be common to give a gift to only one spouse in a married couple and exclude the other spouse  
17 from ownership.

18  
19 Robyn and Kimberly state that Nikki and Charlie have always lived exclusively at the  
20 Kraft home, but the dogs have lived at Gerry's current residence (not Dick Powell's) since May.  
21 (*See* Ex. 1, ¶ 8). Before June was taken from Gerry, they lived together at Gerry's current  
22 residence with the dogs. (*See id.*). After June was taken, the dogs continued to live with Gerry  
23 where he continued to care for them. (*See id.*). The only time when Niki and Charlie stayed with  
24 June at the Kraft House was when Gerry went to Phoenix for treatments for about two weeks.  
25 (*See id.* ¶ 9).

26  
27 When Gerry returned from Phoenix, he went to pick up the dogs and June and Kim  
28

1 returned the dogs to Gerry without any hesitation. (*See id.* ¶ 10). Unfortunately, Gerry discovered  
2 that June and Kim had not groomed the dogs and that Niki was underweight. (*See id.*). Gerry  
3 believes that neither June nor Kim is able to care for the dogs because of June's poor health and  
4 because Kim is not aware of the dogs' needs. (*See id.*).

5  
6 Not until this Petition has June's guardian demanded that Gerry return the dogs to the  
7 Kraft House. In fact, in a letter from Kimberly's counsel to Gerry's counsel on November 22,  
8 2019, Kimberly's counsel requested any remaining property of June that Gerry might have in his  
9 possession, but the letter said nothing about the dogs. (*See Ex. 4, Letters to Counsel*). Further,  
10 counsel for Robyn and Donna sent almost an identical letter to Gerry's counsel on September 26,  
11 2019 when they were June's temporary guardians, and that letter also did not mention Niki and  
12 Charlie. (*See id.*). No evidence supports the Petitioner's assertions that the dogs belong  
13 exclusively to June or that they have lived exclusively at the Kraft House.  
14

15 **Gerry Has Been the Dogs' Primary Care Taker and They Are His Constant Companion.**

16 Ever since June and Gerry took the dogs into their marital home, Gerry has been the dogs'  
17 primary care taker, including feeding, bathing, going to the groomer or vet, walking them, and  
18 playing with them. (*See Ex. 1, ¶¶ 6-7; Ex. 2, Decl. Jeri Ann Evans Scherer, ¶¶ 4-5.*) Whenever  
19 Gerry and June went to visit Jeri Ann (Gerry's daughter) in California, it was Gerry who cared  
20 for the dogs. (*See Ex. 2, ¶ 6*). Indeed, the dogs' medical records show that medical providers have  
21 recognized Gerry as either the owner or co-owner of the dogs since their birth. (*See Ex. 3*)<sup>1</sup>. They  
22 show that he has taken them to the veterinarian for check-ups, vaccinations, and medical  
23 procedures and that he has registered them with chips. (*See id.*).  
24

25 Note that contrary to the allegation in the Petition (see Petition page 4, line 5) neither  
26 declaration provided by the Petitioner states that June has cared for the dogs or that she has taken  
27

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28 <sup>1</sup> Note that Gerry's name is on each document either by himself or with June's name.

1 them to the veterinarian or done the things that Gerry has done to care for them. There is also no  
2 indication that June is currently able to care for the dogs, given that she is wheelchair bound and  
3 apparently lacks mental capacity. Further, Kimberly has not indicated that she has any ability or  
4 desire to care for the dogs as well as Gerry does.

5       Although June may certainly feel affection for the dogs, they have been Gerry's constant  
6 companions because he has done so much to care for them. (*See* Ex. 2, ¶ 4). Gerry is dealing with  
7 cancer and the dogs have helped him with his recovery by providing him love and comfort, so  
8 much that they give him the will to go on. (*See* Ex. 1, ¶¶ 2-3; Ex. 2, ¶ 7). As Gerry and his daughter  
9 state, since Gerry's wife has been taken from him without the dogs Gerry's life would be empty  
10 and his will to live would be jeopardized. (*See* Ex. 1, ¶ 12; Ex. 2, ¶ 8). As Jeri Ann states, these  
11 proceedings have already caused Gerry to lose his wife, and the Court should take compassion  
12 on his wish to keep his companions. (*See* Ex. 2, ¶¶ 9-10).

13  
14  
15 **Niki and Charlie Were Joint Gifts to the Marital Community and Gerry Has an Equal**  
16 **Right to Their Ongoing Companionship, if Not a Greater Right Because He Has Been Their**  
17 **primary Caregiver.**

18       Gerry disputes the dogs were given solely to June for her birthday and argues they are the  
19 married couple's community property. Even if the dogs were given specifically to June, they have  
20 become community property of the married couple as Gerry has been their primary caregiver and  
21 developed the strongest relationship with them. In Nevada, a gift to one spouse can transmute  
22 into community property. *Schmanski v. Schmanski*, 115 Nev. 247, 250–51, 984 P.2d 752, 755  
23 (1999). This transmutation can occur through the intermingling of separate and community  
24 property, *see Lucini v. Lucini*, 97 Nev. 213, 215, 626 P.2d 269, 271 (1981); *Ormachea v.*  
25 *Ormachea*, 67 Nev. 273, 297, 217 P.2d 355, 367 (1950), or when both parties have unrestricted  
26 use of the property for their mutual benefit, *see In re Marriage of Schriener*, 88 Ill. App. 3d 380,  
27  
28

1 384, 410 N.E.2d 572, 574 (1980).

2 Here, both June and Gerry have had unrestricted access to the dogs, and Gerry has  
3 contributed thousands of hours to caring for them. The couple has also contributed community  
4 funds to providing for the dogs. Even if the dogs were gifted to June initially, which Gerry  
5 disputes, June has gifted the dogs to the community by asking, or allowing, Gerry to care for them  
6 and by paying for their needs with community funds. Alternatively, the dogs have transmuted  
7 into community property through Gerry's contributions to the dogs' well-being. Either way,  
8 Gerry has a legal right to keep the dogs with him, especially given that his relationship with Niki  
9 and Charlie is stronger and he is able to care for them as he has done for years and is doing now.

11 Gerry has been willing to discuss options regarding the dogs, and Gerry's Counsel has  
12 offered to discuss the same with Petitioner's Counsel; however, no response has been received.  
13 Ideally Gerry, June, Niki and Charlie would all be living together, without Kimberly and her  
14 boyfriend, as Gerry has sought from the beginning of this guardianship.

16 **The Court Should Deny the Petition or, as an Alternative, Conduct an Evidentiary Hearing**  
17 **to Determine Who Should Have the Dogs.**

18 The Court should deny the Petition because of Gerry's extensive relationship with the  
19 dogs and his current medical condition. In the alternative, the Court should conduct an evidentiary  
20 hearing to determine precisely how the dogs became part of June and Gerry's marital home and  
21 who has cared for them since then. At a minimum, the Court must allow the Parties to produce  
22 and examine witnesses before considering taking the dogs from Gerry, as NRS 159.305(2)  
23 requires. Indeed, NRS 159.305(1) seems to require the Court to "cause the person to be cited to  
24 appear before the district court to answer, upon oath, upon the matter of the petition."

26 At this point, insufficient evidence exists to take the dogs from Gerry given the witness  
27 statements and documents Gerry has produced. The Court has not cited Gerry to appear and no  
28 witnesses have been examined. To avoid violating Gerry's statutory rights to due process, the



1 Court should allow witnesses to testify under oath and allow for other appropriate discovery  
2 before depriving Gerry of his property without a formal proceeding.

3 **Conclusion**

4 Gerry respectfully asks the Court to deny the Petition or, in the alternative, to hold an  
5 evidentiary hearing under NRS 159.305 to determine what course of action is appropriate.

6 Dated this 6<sup>th</sup> day of December, 2019.

KEHOE & ASSOCIATES

7 /s/ Ty E. Kehoe

8 Ty E. Kehoe, Esq.

9 Matthew C. Piccolo, Esq.

PICCOLO LAW OFFICES

10 **CERTIFICATE OF SERVICE**

11 I HEREBY CERTIFY that on the 6<sup>th</sup> day of December, 2019, I served a true and correct  
12 copy of the OPPOSITION TO PETITION FOR RETURN OF PROPERTY OF PROTECTED  
13 PERSON via electronic service to the following, or via US First Class Mail postage pre-paid to  
14 the addresses listed:  
15

16 Jeffrey P. Luszeck, Esq.  
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19 revans@sdfnvlaw.com  
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Simmons

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23 mparra@lacs.nv.org  
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jbeckstrom@maclaw.com  
Counsel for Kimberly Jones

25 /s/ Ty E. Kehoe

26 Ty E. Kehoe  
27  
28

# EXHIBIT 1

My name is Rodney Yeoman

I have been diagnosed with Terminal Cancer and at this time undergoing Chemo Therapy.

The last 6 months have been difficult, having Niki and Charlie with me helps during my recovery. They give me love & comfort. They provide me each day with the will to go on.

We walk each day multiple times, this help me with my strengthening exercises. We also go to the dog park and play ball each day.

Niki was born in September 2010 and June and I picked her up when she was about 6 to 8 weeks old. I never heard anyone say that Niki was a birthday gift for June, her birthday is in January. No one said Niki and Charlie were gifts to June or only June's. June wanted a dog and we went together to pick up Niki.

When Charlie was born, my understanding was that Charlie belonged to me and June. I have always believed Niki and Charlie were mine and June's because we got them together and it was me who provided for their care.

I have always provided the care for Niki and Charlie, whatever it may be. Feeding, Bathing, going to the groomer or vet etc.

In May, June and I moved to the house next to Dick and Kandi temporarily and took Niki and Charlie with us. The dogs have been living there with me since May.

The only time Niki and Charlie were with June at the Kraft House was for about two weeks in September or October when I was in Phoenix for treatments. The other times I have gone to Phoenix the dogs stayed with my daughter where I am living.

When I got back from Phoenix, I went to pick up Niki and Charlie and June and Kim didn't hesitate to give them back. The dogs were not groomed and Niki was underweight. I had to take them to the groomer. I don't think June is able to care for Niki and Charlie because of her health, and I don't think Kim knows what they need for food, shots, grooming etc.

Please consider my request to keep my companions Niki and Charlie.

If I did not have them in my life, it would be empty.

THEY are the JOY of my life now that my wife has been taken from me.

I declare under the penalty of perjury in the State of Nevada that the above is true and correct.

Rodney Yeoman

*Rodney A. Yeoman 12/5/19*

## EXHIBIT 2

To whom it may concern:

My name is Jeri Ann Evans Scherer and I am Rodney Yeoman's daughter.

I am appealing to the mercy of the court on behalf of my father regarding the custody of Niki and Charlie, my father and June's dogs.

Niki and Charlie have been my father's constant companions.

Rodney has been the sole provider of care for them, He walks them every day, takes them to the dog park, groomer, vet and plays ball constantly with them.

I have been living with my father and June since June 2019 and it has always been our father who has feed and provided daily exercise and care for them. When they would come to see me in California two or three times a year, it was always our father, providing the care for the dogs.

Our father has been diagnosed with terminal cancer and Niki and Charlie give him comfort, love and will to live each and every day. He is always worried about their wellbeing making sure they are cared for each day putting their needs before his.

If they were removed from him, I believe his will to live would be jeopardized.


He has already had his Wife taken from him and all he has left is Niki and Charlie.

I ask the court to take compassion on a dying man's wish to keep his companions.

Thank you for your time and consideration in this matter.

I declare under the penalty of perjury in the State of Nevada that the above is true and correct.

Jeri Ann Evans Scherer



11/26/19

# EXHIBIT 3

# PUPPY VACCINATION SCHEDULE

6 WEEKS:	<del>DHPP</del>	\$13.00
	FECAL EXAM	\$20.00
	DEWORM based on weight	
	(start Heartworm preventative) ADV. MULTI	\$20.00
9 WEEKS:	<del>DHPP</del> 1-10-11	\$13.00
	CORONA 1-10-11	\$12.00
	DEWORM 1-10-11	BY WT.
	1-10-11 ADVANTAGE MULTI	\$20.00
12 WEEKS:	<del>RABIES</del> 1-10-11	\$16.00
	1-31-11 <del>DHPP</del>	\$13.00
	1-31-11 <del>CORONA</del>	\$12.00
	1-31-11 <del>DEWORM</del>	BY WT.
	1-31-11 <del>ADVANTAGE MULTI</del>	\$20.00
	HGN. RESIDENTS WILL GET CITY LICENSE ALSO	\$2.00
16 WEEKS:	DHPP 2-23-11	\$13.00
	1-31-11 BORDETELLA	\$15.00
	DEWORM	BY WT.
	ADVANTAGE MULTI	\$20.00
18 WEEKS:	<del>DHPP</del> 3-25-11	\$13.00
	DEWORM	BY WT.
6MO PACK ADVANTAGE MULTI		BY WT.
	5: 3-25-11	

956-428-6775

Fax 956-428-1325

**Patient History Report**

Client: YEOMEN, JERRY &amp; JUNE (51843)

Phone: (702) 232-1508

Patient: NIKI (8148)

Species: Canine

Breed: Shih Tzu

Age: 5 Mos. 3 Wks. 2 Days

Sex: Female

Date	Type	Staff	History
3/23/2011	CK	PV	dhlpp5 Reason for Visit: Vaccinations Practice 1
2/23/2011	W		5.2 pounds
2/23/2011	I	DJ	A puppy requires a high quality diet specifically formulated for growth. In general, feed puppies an amount they can comfortably consume within 5-10 minutes. Feed three times a day up to 6 months of age. As they continue to grow, feed twice a day up to adulthood. Then gradually switch them to an adult ration.
2/23/2011	CK	MM	BOOSTERS/GROOMING Reason for Visit: Vaccinations Date Patient Checked Out: 02/23/11 Practice 1
2/23/2011	B	DJ	1.00 Dhlpp Puppy Vaccination #4 (PV4) by MAM
2/23/2011	B	DJ	1.00 Breed Clip (BRCL) by MAM
2/23/2011	B	DJ	1.00 Weight (WT) by MAM
1/31/2011	I	DJ	Bordetella: Bordetella is a vaccination which protects your dog against kennel cough and other upper respiratory infections such as colds and flus. This vaccination is recommended for all dogs rather they are exposed to others or not. A booster vaccination is necessary every 6 months because it is so predominate in this area.
1/31/2011	I	DJ	VACCINATION INFORMATION: Please return with your puppy for a booster of the Distemper - Hepatitis-Parainfluenza & Parvo Virus Vaccinations as outlined in your Health Record in 3 weeks. An appointment should be made prior to this visit.
1/31/2011	I	DJ	A puppy requires a high quality diet specifically formulated for growth. In general, feed puppies an amount they can comfortably consume within 5-10 minutes. Feed three times a day up to 6 months of age. As they continue to grow, feed twice a day up to adulthood. Then gradually switch them to an adult ration.
1/31/2011	W		4.8 pounds
1/31/2011	CK	MM	BOOSTERS Reason for Visit: Vaccinations Date Patient Checked Out: 01/31/11 Practice 1
1/31/2011	B	DJ	1.00 Weight (WT) by MM
1/31/2011	B	DJ	1.00 Office Visit W/ Appointment (OV) by MM
1/31/2011	B	DJ	1.00 DX: VACC. BUMPS (COM) by MM
1/31/2011	B	DJ	1.00 each of Drontal-Small Dog (DRONTAL) by MM
1/31/2011	B	DJ	1.00 [None] of ADVANTAGE MULTI DOG 3-9 SINGLE (ADVMS4) by MM
1/31/2011	B	DJ	1.00 Dhlpp Puppy Vaccination #3 (PV3) by MM
1/31/2011	B	DJ	1.00 Annual Coronavirus Vacc (CVA) by MM
1/31/2011	B	DJ	1.00 Bordetella Vacc (BV) by MM
1/10/2011	I	DJ	VACCINATION INFORMATION: Please return with your puppy for a booster of the Distemper - Hepatitis-Parainfluenza & Parvo Virus Vaccinations as outlined in your Health Record in 3 weeks. An appointment should be made prior to this visit.
1/10/2011	I	DJ	A puppy requires a high quality diet specifically formulated for growth. In general, feed puppies an amount they can comfortably consume within 5-10 minutes. Feed three times a day up to 6 months of age. As they continue to grow, feed twice a day up to adulthood. Then gradually switch them to an adult ration.
1/10/2011	I	DJ	Spay Benefits: A. Eliminates unwanted heats and protects her from male dogs. B. Reduces the risk of mammary, ovarian and uterine cancer. C. Eliminates the

B: Billing charges, C: Medical notes, CB: Call back, CK: Check-in, D: Diagnosis, DH: Declined to history, E: Examination, I: Departing instruction, L: Lab result, M: Image cases, P: Prescription, PA: PVL Accepted, PB: problems, PP: PVL Performed, PR: PVL Recommended, R: Correspondence, T: Images, TC: Tentative medical note, W: Weight



## Patient History Report

**Client:** YEOMEN, JERRY & JUNE (51843)  
**Patient:** NIKI (8148)

**Phone:** (702) 232-1508  
**Species:** Canine  
**Age:** 5 Mos. 3 Wks. 2 Days

**Breed:** Shih Tzu  
**Sex:** Female

Date	Type	Staff	History
1/10/2011	I	DJ	<p>messy discharge and odor associated with estrus. D. Helps control the pet population.</p> <p>Neuter Benefits: A. Eliminates spraying and mounting behavior,  B. Reduces the chance of prostate or testicular cancer. C. Reduces roaming behavior in some males. D. Less roaming means less chance for injury or infection.</p> <p>4.1 pounds</p> <p><b>BOOSTERS</b></p> <p>Reason for Visit: Vaccinations</p> <p>Date Patient Checked Out: 01/10/11 Practice 1</p>
1/10/2011	W		
1/10/2011	CK	MM	
1/10/2011	B	DJ	1.00 Weight (WT) by MM
1/10/2011	B	DJ	1.00 Dhpp Puppy Vaccination #2 (PV2) by MM
1/10/2011	B	DJ	1.00 Puppy Corona Vacc. (CV1) by MM
1/10/2011	B	DJ	1.00 Rabies Vaccination-1 Year (CRV1) by MM
1/10/2011	B	DJ	1.00 each of Drontal-Small Dog (DRONTAL) by MM
1/10/2011	B	DJ	1.00 [None] of ADVANTAGE MULTI DOG 3-9 SINGLE (ADVMS4) by MM

B: Billing charges, C: Medical notes, CB: Call back, CK: Check-in, D: Diagnosis, DH: Declined to history, E: Examination, I: Departing instruction, L: Lab result, M: Image cases, P: Prescription, PA: PVL Accepted, PB: problems, PP: PVL Performed, PR: PVL Recommended, R: Correspondence, T: Images, TC: Tentative medical note, W: Weight

# Caring Hands Animal Hospital

Page 1 / 2

4601 N. Rancho Drive  
Las Vegas, NV 89130  
(702) 823-4000

Rodney G. Yeoman  
6277 Kraft Ave  
Las Vegas, NV 89130

Client ID: 4415  
Invoice #: 18137  
Date: 2/17/2014

*Charlie*

*Nikki*

Patient ID: 4415A Species: CANINE Weight: 10.50 pounds  
Patient Name: *Nikki* Breed: SHIH TZU Birthday: 12/17/2010 Sex: Female

	Description	Staff Name	Quantity	Total
2/17/2014	PHYSICAL EXAMINATION	Armando Martinez, DVM	1.00	\$41.00
	2 VIEW X-RAY		1.00	\$180.00
	Radiograph in house interpretation		1.00	\$0.00
	Torbugesic Injection		1.00	\$40.00
	ANES - PACKAGE		1.00	\$0.00
	PRE-SURGICAL EXAMINATION		0.00	\$0.00
	Pre-medication Injection		1.00	\$12.00
	ANES - INDUCTION		1.00	\$10.00
	Anesthesia - Isoflurane		1.00	\$10.00
	Anesthesia Technician		1.00	\$10.00
	Pulse Oximeter		1.00	\$10.00
	Respiratory Monitor		1.00	\$10.00
	EKG Monitor		1.00	\$10.00
	IV Catheter/Fluids - Perioperative		1.00	\$10.00
	Surgical Pack Fee		1.00	\$12.00
	RIMADYL INJECTION		1.00	\$14.50
	Electrocautery surgical fee		1.00	\$25.00
	Elizabethan Collar		1.00	\$7.55
	BLOODWORK PRE OP cbc/chem		1.00	\$75.00
	ULTRASOUND - PREGNANCY		1.00	\$125.00
	CESAREAN SECTION - CANINE		1.00	\$373.00
	SPAY - Add on		1.00	\$125.00
	CONVENIA INJECTION (PER POUND)		10.00	\$56.00
	Tramadol tablets 50mg		7.00	\$15.50 T
Patient Subtotal:				\$1,171.55

## Instructions

FOR YOUR PETS SAFETY, HE/SHE WAS INTUBATED FOR THE ANESTHETIC. YOU MAY NOTICE SOME COUGHING FOR THE NEXT COUPLE OF DAYS. THIS IS NORMAL DUE TO A SMALL AMOUNT OF IRRITATION TO THE THROAT FROM THE ENDOTRACHEAL TUBE. IF THE COUGHING SEEMS EXCESSIVE OR YOU ARE IN ANY WAY CONCERNED, PLEASE CONTACT OUR OFFICE.

YOUR PET RECEIVED AN ANESTHETIC. PLEASE KEEP THEM CONFINED UNTIL RECOVERED COMPLETELY. RESTRICT WATER INTAKE TO SMALL AMOUNTS FOR THE NEXT 24 HOURS. RESTRICT FOOD INTAKE TO SMALL AMOUNTS ALSO; 1/3 NORMAL RATION THIS EVENING. BECAUSE THE ANESTHETIC CAN LOWER THEIR BODY TEMPERATURE, KEEP THEM SOMEPLACE WHERE THEY WILL BE WARM AND DRY.

WELCOME TO OUR HOSPITAL! THE DOCTORS AND STAFF WOULD LIKE TO TAKE THIS TIME TO SAY THANK YOU FOR CHOOSING US TO CARE FOR YOUR PET(S).

PLEASE REMEMBER, WE ARE OPEN MONDAY-SATURDAY, FROM 8 am TO 6 pm INCLUDING LUNCH HOURS.

**Caring Hands Animal Hospital**

4601 N. Rancho Drive  
Las Vegas, NV 89130  
(702) 823-4000

Page 2 / 2

Rodney G. Yeoman  
6277 Kraft Ave  
Las Vegas, NV 89130

Client ID: 4415  
Invoice #: 18137  
Date: 2/17/2014

---

<b>Invoice Total:</b>	<b>\$1,171.55</b>
Default Tax Rate :	\$1.26
Total:	<u>\$1,172.81</u>
Balance Due:	\$1,172.81
Previous Balance:	<u>\$0.00</u>
Balance Due:	<u>\$1,172.81</u>
Visa:	<u>(\$1,172.81)</u>
Less Payment:	<u>(\$1,172.81)</u>
<b>Balance Due:</b>	<b><u><u>\$0.00</u></u></b>

WELCOME TO OUR HOSPITAL! THE DOCTORS AND STAFF WOULD LIKE TO TAKE  
THIS TIME TO SAY THANK YOU FOR CHOOSING US TO CARE FOR YOUR PET(S).

PLEASE REMEMBER, WE ARE OPEN MONDAY-SATURDAY, FROM 8 am TO 6 pm  
INCLUDING LUNCH HOURS.

Tropicana Animal Hospital  
2385 E. Tropicana Ave  
Las Vegas, NV 89119  
(702) 736-4944

# INVOICE

FOR

June & Jerry Jones  
6277 Kratt Ave  
Las Vegas, NV 89130

DUE	INVOICE #	DATE	TERMS
9/21/2017	222892	9/21/2017	Due upon receipt

PATIENT	PerformedByDisplayName	DESCRIPTION OF CHARGES	QUANTITY	AMOUNT
Niki	Brenna Ledezma, DVM	CBC/Chemistry Panel - In House	1	122.00
		Dental Cleaning/Polishing	1	65.00
		Anesthesia - Additional Isoflurane w/ Dental Cleaning	1	60.00
		Mass Removal	1	50.00
		Buprenorphine Injection	1	40.00
		Polyflex Injection	1	32.00
		IV Catheter	1	37.00
		IV Fluid Therapy	1	40.00
		Pedicure - Courtesy	1	0.00
		Carprofen (Rimadyl) 25 mg	3 tab	7.00
		Cephalexin Drops 250mg/5ml - 100 ml	1 bottle	21.00
		Histopathology - First Sample	1	110.00
		✓ Microchip Implantation	1	30.00
Charlie	Brenna Ledezma, DVM	Canine Neuter	1	80.00
		CBC/Chemistry Panel - In House	1	122.00
		IV Catheter	1	37.00
		IV Fluid Therapy	1	40.00
		Carprofen (Rimadyl) 25 mg	5 tab	7.00
		Medical Collar - Medium (15-20)	1	12.00
		Pedicure - Courtesy	1	0.00
		Ketoprofen Injection	1	30.00
		✓ Microchip Implantation	1	30.00
		10% Discount		-94.60
		Sales tax	3.70	

## PATIENT SUBTOTALS

Niki \$614.00  
Charlie 358.00

## INVOICE TOTAL

\$881.10

PAYMENT - VISA 881.10

APPLIED TO INVOICE 881.10

CREDIT APPLIED TO ACCOUNT 0.00

CHANGE DUE 0.00

**RUNNING BALANCE \$0.00**

Your Receptionist was: SG

## NOTES

1. If given long term, carprofen requires bloodwork every 6 months to evaluate liver and kidney values.
2. Carprofen may interact with other medications. Please consult your veterinarian if you are giving or plan to give any other medications.



**Veterinary Emergency + Critical Care**  
*Eastern Veterinary Emergency Hospital*

8405 S. Eastern Avenue  
 Las Vegas, Nevada, 89123

**Ph:** 702-262-7090

**Fax:** 702-262-7000

**Email:** vecceast@vecc24.com

**BILL TO**

Rodney Yeoman  
 2540 East Harmon Avenue  
 Las Vegas, Nevada, 89121

**INVOICE**

**DATE:** 08-10-2019  
**CUSTOMER ID:** 423803  
**ANIMAL:** Charlie  
**CLINICAL #:** 1304115

DESCRIPTION	STAFF MEMBER	QTY	TOTAL
Emergency Exam	Jovanna Canty	1	\$90.00
Blood gas, electrolytes, metabolic (HESKA)	Jovanna Canty	1	\$38.90

Subtotal \$128.90  
 Exc. TAX \$0.00  
**Total \$128.90**  
 Paid \$128.90  
**Due \$0.00**

1/1

Thank you for choosing Veterinary Emergency + Critical Care to serve your pet's medical needs. Your confidence in us is greatly appreciated.

Once your pet is discharged from the center, subsequent follow-up visits could require additional treatments, x-rays, lab tests etc. to ensure the well-being of your pet. Unless detailed in your original estimate, any additional services provided would require additional payment.

Please feel free to request additional information or explanation on any charges you have questions or concerns with.

Please take a moment to let us know how we're doing! Visit us at [www.VECC24.com](http://www.VECC24.com) to fill out our brief Client Satisfaction Survey.

**Pet Care Veterinary Clinic Harlingen**

416 Ed Carey Dr.  
Harlingen, TX 78550  
(956) 428-6775



**Rabies Certificate**

Client ID: 51843  
Client Name: JERRY & JUNE YEOMEN  
Address: 6277 KRAFT AVE.

LAS VEGAS, NV 81930

89130

Phone: (702)232-1508

Patient ID: 8148  
Patient Name: NIKI  
Species: Canine  
Breed: Shih Tzu  
Sex: Female  
Color: BRN/BLK/WHT  
Markings:  
Birthdate: 09/30/2010  
Weight: 4.10 pounds on 1/10/2011

Tag Number: 110475  
Lot Number: S612750  
Producer: PFIZER  
K / MLV: Killed Virus

Vaccination Date: 1/10/2011  
Expiration Date: 1/10/2012

Staff Name: Dr Dean Joines  
License Number: 3779

10/30/2019



## Thank You

### Receipt

Please print a copy of this confirmation page for your records.

**Paid By:** GERRY YEOMAN

PRODUCT	QTY	PRICE	TOTAL
<b>CHARLIE</b>			
Microchip #: 985112009339924	1	21.99	21.99
Renew Full Service Subscription - Annual			
Membership Good Through: 10/29/2020			
<b>Grand Total:</b>			21.99

Having a problem? Call 1-888-466-3242 or 1-888-HOMEAGAIN.



10/30/2019



**Thank You**

**Receipt**

Please print a copy of this confirmation page for your records.

**Paid By:** GERRY YEOMAN

PRODUCT	QTY	PRICE	TOTAL
NIKI			
Microchip #: 985112009150058	1	21.99	21.99
Renew Full Service Subscription - Annual			
Membership Good Through: 10/29/2020			
Grand Total:			21.99

Having a problem? Call 1-888-466-3242 or 1-888-HOMEAGAIN.





Wednesday, October 30, 2019

GERRY YEOMAN  
2540 E HARMON AVE  
LAS VEGAS, NV 89121

Dear Pet Parent:

Thank you for your enrollment in the HomeAgain Pet Recovery Service. This is a confirmation letter for your records. Review the information below. If you need to make changes to your record please visit our website at [www.homeagain.com](http://www.homeagain.com).

**PET'S MICROCHIP ID#: 985112009150058**

Service Level: Full  
Expiration Date: 10/29/2020

**Pet Info:**

PET NAME: NIKI  
SPECIES: DOG  
BREED: SHIH TZU

DATE OF BIRTH:

**Primary Contact Info:**

PHONE 1: (702) 232-1508  
PHONE 2:  
PHONE 3:  
EMAIL:

**Alternate Contact Info:**

NAME: MARCI PIROLO  
PHONE 1: (702) 321-0628  
PHONE 2: (702) 321-0627

Please contact the HomeAgain Pet Recovery Service at 1-888-466-3242 if you have any questions.

Thank you,

HomeAgain Customer Care



Wednesday, October 30, 2019

GERRY YEOMAN  
2540 E HARMON AVE  
LAS VEGAS, NV 89121

Dear Pet Parent:

Thank you for your enrollment in the HomeAgain Pet Recovery Service. This is a confirmation letter for your records. Review the information below. If you need to make changes to your record please visit our website at [www.homeagain.com](http://www.homeagain.com).

**PET'S MICROCHIP ID#: 985112009339924**

Service Level: Full  
Expiration Date: 10/29/2020

**Pet Info:**

PET NAME: CHARLIE  
SPECIES: DOG  
BREED: SHIH TZU

DATE OF BIRTH:

**Primary Contact Info:**

PHONE 1: (702) 232-1508  
PHONE 2:  
PHONE 3:  
EMAIL:

**Alternate Contact Info:**

NAME: MARCI PIROLO  
PHONE 1: (702) 321-0628  
PHONE 2: (702) 321-0627

Please contact the HomeAgain Pet Recovery Service at 1-888-466-3242 if you have any questions.

Thank you,

HomeAgain Customer Care

# EXHIBIT 4

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](mailto: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.



SOLOMON DWIGGINS FREER

TRUST AND ESTATE ATTORNEYS

Mark A. Solomon  
Dana A. Dwiggin  
Alan D. Freer  
Brian K. Steadman  
Steven E. Hollingworth  
Brian P. Eagan  
Jeffrey P. Luszeck  
Alexander G. LeVeque

Cheyenne West Professional Centre  
9060 West Cheyenne Avenue  
Las Vegas, Nevada 89129

Telephone: (702) 853-5483  
Facsimile: (702) 853-5485

Ross E. Evans  
Jordanna L. Evans  
Ronnie J. Goodwin  
Joshua M. Hood  
Craig D. Friedel  
Tess E. Johnson  
Ronald T. Goodwin  
Jacob D. Crawley  
Roberto M. Campos

Direct Dial: (702) 589-3511  
Email: [jluszeck@sdfnlaw.com](mailto:jluszeck@sdfnlaw.com)

November 22, 2019

**VIA EMAIL:** [tykehoclaw@gmail.com](mailto:tykehoclaw@gmail.com)

Ty Kehoc, Esq.  
871 Coronado Center Dr., Ste. 200  
Henderson, NV 89052

**Re: Guardianship of Kathleen "June" Jones**  
Case No. G-19-052263-A

Dear Ty,

As you are aware my client, Kimberly Jones, has been granted guardianship of Kathleen Jones ("June"), I am hereby requesting that your clients provide any and all of the following items in their possession to June c/o Kimberly Jones.

1. Any personal property belonging to June that is currently in the possession of either Rodney Gerald Yeoman ("Gerry") or Richard and Kandi Powell (the "Powells"). This would include items at the Powells' residence as well as anything that may be in Arizona. My client specifically requests that all clothing items belonging to June be returned to her.

2. Any medications prescribed for June remaining in the possession of either Gerry or the Powells.

3. Any information regarding the daily care of June, *e.g.*, medications taken and schedule for same, diet restrictions, diet preferences, daily schedule, activities, rehab exercises to be performed.

4. June's wallet, identification, insurance cards.

EMAIL [SDFLAW@SDFNLAW.COM](mailto:SDFLAW@SDFNLAW.COM) | WEB [SDFNLAW.COM](http://SDFNLAW.COM)

November 22, 2019  
Page 2

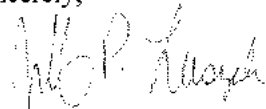
---

5. June's phone and charger.
6. Financial information, *e.g.*, 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.
7. Personal supplies, *e.g.*, special hygiene items, medical devices, walker/wheelchair.
8. Any other items belonging to June or any other information or items that would be helpful in providing for her care.
9. Accounting of any debts that the Powells believe June's estate may owe him as well as supporting documentation for any such claims. Documentation should include written agreements between the Powells and June's agent for funds that were or are to be reimbursed to the Powells from June's estate.
10. Information regarding all attorneys that have been contacted on behalf of June, as well as an accounting of any legal fees paid from June's estate or that will be billed to the June's estate.

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

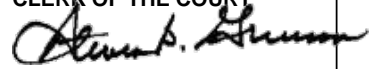
I believe my client and your clients have at least one goal in common, which is to provide the best care and most stable living situation for June as seamlessly as possible. We are hopeful that all will cooperate to do what is needed to ensure that she receives a high level of care. If your clients are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

Sincerely,



Jeffrey P. Luszeck

JPL:ggm



KEHOE & ASSOCIATES  
TY E. KEHOE, ESQ.  
Nevada Bar No. 006011  
871 Coronado Center Drive, Suite 200  
Henderson, Nevada 89052  
Telephone: (702) 837-1908  
Facsimile: (702) 837-1932  
TyKehoeLaw@gmail.com

Matthew C. Piccolo, Esq.  
Nevada Bar No. 14331  
PICCOLO LAW OFFICES  
8565 S Eastern Ave Ste 150  
Las Vegas, NV 89123  
Tel: (702) 749-3699  
Fax: (702) 944-6630  
matt@piccololawoffices.com

Attorneys for Rodney Gerald Yeoman

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

KATHLEEN JUNE JONES,  
  
Proposed Protected Person.

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

Hearing: December 10, 2019, 9:30 a.m.

**OPPOSITION TO PETITION FOR CONFIRMATION TO BRING CIVIL ACTIONS ON  
BEHALF OF KATHLEEN JUNE JONES**

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

Rodney Gerald Yeoman ("Gerry"), husband of the Protected Person Kathleen June Jones ("June"), by and through his counsel Ty E. Kehoe, Esq. and Matthew C. Piccolo, Esq., submits this Opposition to Petition for Confirmation to Bring Civil Actions on behalf of June.



1 **Filing A Civil Action at This Time Would Be Premature and, Thus, Waste the Resources of**  
2 **the Courts and the Parties.**

3 Gerry is not opposed to the Court granting the Petition per se, if the Court believes a civil  
4 suit is in June's best interest.<sup>1</sup> Gerry is not opposed because he has no reason to believe he has  
5 done anything to harm his wife June and welcomes any investigation into June's financial  
6 situation. Indeed, Gerry did everything he could to care for June while they were living together  
7 (as a married couple should), and Gerry and June enjoyed nine happy of years of marriage  
8 (including full support of June's children) until these guardianship proceedings essentially  
9 destroyed their marriage, which is clearly not in June's interest, or Gerry's.

11 Gerry is opposed to the Petition simply because it is premature. The Court has ordered an  
12 investigation into June's financial situation, which must be completed by January 14, 2020.  
13 Allowing the Guardian to file a civil lawsuit regarding June's financial status now would create  
14 a duplicate investigation into the same issues that could result in the unnecessary loss of many  
15 hours and thousands of dollars in attorney's fees and other expenses for the parties involved.

17 Instead, the Court should wait to receive the report from the Compliance Officer to  
18 determine whether a civil lawsuit is even necessary. Indeed, after investigation the Compliance  
19 Officer may determine that nothing inappropriate has happened involving June's finances and  
20 that civil litigation is entirely unnecessary. At this point, June's children have not submitted any  
21 actual evidence of wrongdoing. This Court has not had an opportunity to hear testimony and  
22 review pertinent documents. There have simply been bare allegations made which Gerry disputes.  
23 Thus, forcing the Parties to litigate these issues prematurely would be a distraction and waste of  
24 time and money for everyone involved.

27  
28 <sup>1</sup> Gerry obviously disputes many of the factual allegations in the Petition; however, it does not appear necessary to  
dispute the same in the context of this Opposition.

1 If after the Compliance Officer's report, the Court still believes civil litigation is  
2 appropriate then the Court can permit the same at that time.

3 **Conclusion**

4 Gerry respectfully asks the Court to deny the Petition at this time to allow the Court-  
5 ordered investigation to be completed.

6 Dated this 6<sup>th</sup> day of December, 2019.

KEHOE & ASSOCIATES

7 /s/ Ty E. Kehoe

8 Ty E. Kehoe, Esq.

9 Matthew C. Piccolo, Esq.

PICCOLO LAW OFFICES

10 **CERTIFICATE OF SERVICE**

11 I HEREBY CERTIFY that on the 6<sup>th</sup> day of December, 2019, I served a true and correct  
12 copy of the OPPOSITION TO PETITION FOR CONFIRMATION TO BRING CIVIL  
13 ACTIONS ON BEHALF OF KATHLEEN JUNE JONES via electronic service to the following,  
14 or via US First Class Mail postage pre-paid to the addresses listed:  
15

16 Jeffrey P. Luszeck, Esq.  
17 Ross E. Evans, Esq.  
18 jluszeck@sdfnvlaw.com  
19 revans@sdfnvlaw.com  
20 Counsel for Kimberly Jones

John P. Michaelson, Esq.  
john@michaelsonlaw.com

Counsel for Robyn Friedman and Donna  
Simmons

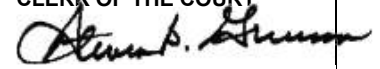
21 Maria L. Parra-Sandoval, Esq.  
22 Legal Aid Center of Southern Nevada, Inc.  
23 mparra@lacs.org

Geraldine Tomich, Esq.  
gtomich@maclaw.com  
James A. Beckstrom, Esq.  
jbeckstrom@maclaw.com  
Counsel for Kimberly Jones

Counsel for June Jones

24 /s/ Ty E. Kehoe

25 Ty E. Kehoe



**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:

KATHLEEN JUNE JONES

An Adult Protected Person.

Case No.: G-19-052263-A

Dept. No.: B

Hearing Date: December 10, 2019

Hearing Time: 9:30 a.m.

**REPLY IN SUPPORT OF PETITION FOR RETURN OF  
PROPERTY OF PROTECTED PERSON**

☐ **TEMPORARY GUARDIANSHIP**

- ☐ Person  
☐ Estate  
☐ Person and Estate

☒ **GENERAL GUARDIANSHIP**

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

☐ **SPECIAL GUARDIANSHIP**

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

☐ **NOTICES/SAFEGUARDS**

- ☐ Blocked Account Required  
☐ Bond Required

Kimberly Jones, by and through her counsel of record, James A. Beckstrom, Esq. of the law firm of Marquis Aurbach Coffing, hereby files her Reply in Support of Petition for Return of Property of Protected Person.

1 This Reply is made and based upon all papers, pleadings, and records on file herein, the  
2 attached Memorandum of Points and Authorities, and any oral argument allowed at a hearing on  
3 this matter.

4 Dated this 9th day of December, 2019.

5 MARQUIS AURBACH COFFING

6  
7  
8 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  
11 Attorneys for Kimberly Jones, Guardian  
of Kathleen June Jones

12  
13 **MEMORANDUM OF POINTS AND AUTHORITIES**

14 **I. INTRODUCTION**

15 Property rights vest at the time of acquisition. This legal premise has stood the test of time.  
16 A person's property rights, whether real or personal are not subject to change simply because a  
17 third party covets the property of another, places their name on property, or believes they are a  
18 better suited owner of the property. Indeed, the only relevant question of law when deciding  
19 ownership of property is who acquired the property and how.

20 This legal tenant of law can best be described not with dogs, which while personal property,  
21 are often emotionally charged—but through the example of a piano. If a party is gifted a piano as  
22 separate property, the piano is the receiving party's separate property. It doesn't matter if the  
23 receiving party doesn't like the piano, doesn't take the best care of the piano, or allows others to  
24 play the piano. The character of the piano will always be separate property under the law. This  
25 does not change, even if a third party who loves the beloved piano attempts to register the piano  
26 in their name, pays to maintain the piano, and believes the piano is their own. While certain  
27 circumstances may allow such a third party to assert an equitable claim for monetary

1 reimbursement— no remedy under the law allows a party to transmute ownership of the personal  
2 property.

3 Here, Gerry's entire opposition is identical to the example of the less emotional example  
4 above involving the piano. Clear and convincing evidence shows June was gifted a dog named  
5 Nikki for her birthday from her children. The evidence also shows June's children paid for Nikki.  
6 No evidence shows community funds were utilized to purchase Nikki. Notwithstanding, Gerry  
7 asserts that because he has placed his name on Nikki (microchipping Nikki to himself), provided  
8 care to Nikki (vet records), "believes" Nikki was half his, and enjoys the company of Nikki—that  
9 Nikki is therefore his. This of course is incorrect.

10 Gerry overlooks the only issue relevant to this Court—*were community funds used to*  
11 *purchase the dogs or were the dogs a gift to June*. A careful review of Gerry's Opposition reveals  
12 that nothing has been provided to suggest the dogs were purchased with community funds or that  
13 Nikki was not a gift. Consequently, the return of the dogs to June is necessary to protect the  
14 property rights of the protected person.

## 15 **II. STATEMENT OF FACTS**

### 16 **A. THE DISPOSITIVE FACTS REMAIN UNDISPUTED.**

17 1. In or around November 2010, June's children, Robyn Friedman ("Robyn") and  
18 Kimberly Jones ("Kimberly"), began looking for breeders of Shih-Tzu puppies in anticipation of  
19 June's upcoming birthday. In doing so, a breeder named Jeri Patrick ("Jeri") was located. Jeri  
20 provided Robyn pictures of available Shih-Tzu puppies.<sup>1</sup> Emails between Jeri Patrick and Robyn  
21 confirm this occurred in November 2010.<sup>2</sup>

22 2. Upon locating Jeri, a Shih-Tzu puppy (Nikki) was purchased by Robyn's husband,  
23 Perry Friedman ("Perry") on November 18, 2019.<sup>3</sup>

24  
25 <sup>1</sup> Declaration of Robyn Friedman, attached as **Exhibit 1**.

26 <sup>2</sup> See November 4, 2010 E-mail between Robyn and Jeri Patrick concerning puppies, attached as **Exhibit**  
27 **5**.

28 <sup>3</sup> Declaration of Perry Friedman, **Exhibit 2**; PayPal receipt of purchase, attached at **Exhibit 6**.

1           3.       The purchase price of Nikki was made via Paypal by Perry in two separate  
2 payments, a deposit in the amount of \$200 and a final payment in the amount of \$550.<sup>4</sup>

3           4.       Nikki was purchased months before June's birthday, because Jeri Patrick had  
4 available puppies at that time.<sup>5</sup>

5           5.       As of December 8, 2019, Jeri Patrick confirmed Perry purchased Nikki and the  
6 purchase was conveyed to her at that time as gift for June.<sup>6</sup>

7           6.       In or around 2014, Nikki June's son Scott Simmons ("Scott") mated Nikki with one  
8 of his daughter's Shih-Tzu dogs, which produced Charlie. After Charlie was born, Scott gave him  
9 to June as a gift.<sup>7</sup>

10          7.       June, nor anyone else paid for Charlie.<sup>8</sup>

11          8.       From the time Nikki and Charlie were gifted to June until approximately October  
12 2019, Nikki and Charlie lived exclusively with June and her husband Gerry at the Kraft Avenue  
13 home.<sup>9 10</sup>

14          9.       After June's children learned the Kraft Avenue property was transferred from June  
15 to Gerry's son, Dick for more than \$100,000 less than fair market value, Kimberly began  
16 requesting information from Dick in or around August 2019.<sup>11</sup>

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19 \_\_\_\_\_  
20 <sup>4</sup> Exhibit 2.

21 <sup>5</sup> Exhibit 1; Declaration of Kimberly Jones, attached as **Exhibit 3**.

22 <sup>6</sup> See December 8, 2019 E-Mail from Jeri Patrick to Perry Friedman, attached as **Exhibit 8**.

23 <sup>7</sup> Declaration of Scott Simmons, attached as **Exhibit 4**.

24 <sup>8</sup> *Id.*

25 <sup>9</sup> Exhibit 3.

26 <sup>10</sup> Proof of the dogs living at the Kraft Avenue property with June can be seen in the care notes from June's  
27 in-home assistants, which note the dogs were at the property, See October 1, 2019 Notes of Senior Helpers,  
28 attached as **Exhibit 7**.

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

10. Thereafter, out of courtesy, Kimberly was taking Nikki and Charlie back and forth to Gerry's residence when Gerry would see June.<sup>12</sup>

11. In or around October 2019, Kimberly took June, Nikki, and Charlie to visit her husband Gerry.<sup>13</sup> When it was time to leave, Gerry made clear he was not going to give the dogs back to June.<sup>14</sup> Thus, October 6, 2019 was the first time Gerry refused to return the dogs to June and Gerry has continues to wrongfully retain the dogs.<sup>15</sup>

12. Both Nikki and Charlie were at the Kraft Avenue property with June on October 1, 2019, which is confirmed by records regularly kept by June's guardian.<sup>16</sup>

13. Prior to and during June's battle with cognitive impairment, June has consistently cared for Nikki and Charlie.<sup>17</sup>

**B. NONE OF GERRY'S "FACT" ARE DISPOSITIVE OF OWNERSHIP.**

1. Gerry has not been a "primary caretaker" of the dogs, nor is it relevant as to who cares for the dogs—as ownership is the only relevant issue.

2. Gerry's knowledge of how the dogs were obtained is not relevant, the only thing relevant is if Gerry contends the dogs were purchased through community funds—he has not.

3. June is not "wheelchair bound" and in fact her favorite part of the day is walking her dogs with the assistance of her guardian and/or home health providers.

4. It is irrelevant what actions Gerry has taken concerning the dogs post purchase, including recently placing a microchip in the dogs in 2017.

---

<sup>12</sup> *Id.*

<sup>13</sup> *Id.*

<sup>14</sup> *Id.*

<sup>15</sup> *Id.*

<sup>16</sup> *Id.*

<sup>17</sup> *Id.*

1 **III. LEGAL ARGUMENT**

2 **A. THE DOGS ARE JONES UNDER THE LAW.**

3 Gerry in grasping at nothing more than his opinion, overlooks the fact that the dogs are  
4 statutorily presumed to be personal property of June and he has presented no evidence to suggest  
5 the dogs were purchased with community funds or received as a community gift. *Smith v. Smith*,  
6 94 Nev. 249, 251, 578 P.2d 319, 320 (1978) (“our statutory scheme presumes ‘(a)ll property of the  
7 husband . . . acquired by him . . . by gift, bequest, devise, . . . (to be) separate property.’”. NRS  
8 123.130 lays this out with surprising clarity and states as follows:

9 All property of a spouse owned by him or her before marriage, and that was  
10 acquired by him or her afterwards by *gift*, bequest, devise, descent or by an award  
11 for personal injury damages, with the rents, issues and profits thereof, is his or her  
12 separate property.

13 Additionally, a spouse claiming a community property interest maintains the burden of  
14 *showing that the purchase price of the property was paid out of the community funds. See Barrett*  
15 *v. Franke*, 46 Nev. 170, 208 P. 435 (1922) (emphasis added). Here, Gerry’s lack of ownership in  
16 either dog is clear based on his inability to produce anything other than some vet records where he  
17 is listed as a contact person alongside June.<sup>18</sup> Noticeably absent is any declaration of Gerry stating  
18 he purchased the dogs with community funds or that June purchased the dogs with community  
19 funds.<sup>19</sup> Rather, Gerry carefully declares *he went with June to “pick up the dogs”* but fails to state  
20 the obvious, that neither he nor June purchased the dogs.<sup>20</sup> This is because the dogs were a gift to  
21 June, as proven by clear and convincing evidence set forth by June.

22 Specifically, in or around November 2010, Robyn and Kimberly began looking for  
23 breeders of Shih-Tzu puppies in anticipate of June’s upcoming birthday, wherein Jeri Patrick was  
24 located and provided Robyn pictures of available puppies.<sup>21</sup> Emails between Jeri and Robyn

25 <sup>18</sup> Opp’n at Exhibit 3.

26 <sup>19</sup> Exhibit 1.

27 <sup>20</sup> *Id.*

28 <sup>21</sup> *Id.*



1 confirm this.<sup>22</sup> Upon locating Jeri, a Shih-Tzu puppy (Nikki) was purchased by Perry Friedman  
2 and Robyn on November 18, 2019.<sup>23</sup> The purchase price of Nikki was made via Paypal by Perry  
3 in two separate payments, a deposit in the amount of \$200 and a final payment in the amount of  
4 \$550.<sup>24</sup> All of June's children confirm that Nikki was purchased from Jeri, as a birthday gift for  
5 June.<sup>25</sup> <sup>26</sup> Nikki was purchased months before June's birthday, because it just so happened that a  
6 local breeder had puppies available at that time.<sup>27</sup> As for Charlie, in or around 2014, June's son  
7 Scott Simmons mated Nikki with one of his daughter's Shih-Tzu dogs, which produced Charlie.  
8 After Charlie's was born, Scott gifted him to June.<sup>28</sup> No evidence presented by Gerry has or can  
9 contradict these undisputed facts demonstrating both Nikki and Charlie were gifts to June from  
10 her children.

11 **B. GERRY PROVIDES NO LEGAL AUTHORITY TO SUPPORT A CLAIM**  
12 **OF OWNERSHIP.**

13 The crux of Gerry's Opposition is that he is sick, he would be sad without the dogs, and he  
14 is a better caregiver for the dogs.<sup>29</sup> Fortunately, for June, the only protected person at issue in this  
15 case, Gerry's opinions nor his ill-fated attempts to create law out of thin air are of any relevance  
16 to this very simple decision before the Court. Notwithstanding, Gerry brazenly goes so far as to  
17 proclaim that because he has wrongfully withheld June's dogs from her, he is somehow the defacto  
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19

20 \_\_\_\_\_  
21 <sup>22</sup> See Exhibit 5.

22 <sup>23</sup> Exhibit 2.

23 <sup>24</sup> *Id.*

24 <sup>25</sup> *Id.*

25 <sup>26</sup> This purchase as a gift for June was also confirmed by the dog breeder. See Exhibit 8.

26 <sup>27</sup> Exhibit 1; Exhibit 3.

27 <sup>28</sup> Exhibit 4.

28 <sup>29</sup> Opp'n at Exhibit 1.

1 owner and should remain the owner until the conclusion of an evidentiary hearing.<sup>30</sup> This of course  
2 is false for several reasons.

3 First, Gerry has failed to set forth any evidence that entitles him to an evidentiary hearing,  
4 as Gerry has produced nothing that shows he purchased the dogs or was gifted the dogs. Rather,  
5 clear and convincing evidence proves that June's children procured and/ or purchased the dogs for  
6 June.<sup>31</sup> *These facts will not change during any evidentiary hearing*, as Gerry has expressed no  
7 opinion or facts to suggest the dogs were purchased with community funds—which is the only  
8 relevant issue in determining ownership.

9 Second, without presenting any admissible evidence to support the proposition Gerry  
10 maintains an ownership interest in the dogs, Gerry has no legal basis to continue wrongfully  
11 withholding the dogs from June. Contrary to Gerry's assertion, without at least making forth a  
12 viable claim that community funds were utilized to purchase the dogs, Gerry maintains no claim  
13 of ownership. The limited case law cited by Gerry does nothing to advance his non-existent claim  
14 of ownership, as there is no Nevada authority suggesting personal property can be transmuted as  
15 Gerry suggests. Rather, the authority Gerry relies on further supports the well accepted rule that  
16 separate property does not become community property simply because a spouse wants an interest  
17 in the property, without at minimum evidence to suggest the property at issue was obtained through  
18 community funds.

19 **1. Gerry Has Provided No Evidence Community Funds Were Utilized to**  
20 **Purchase the Dogs and His Opinion Concerning Ownership is**  
21 **Irrelevant.**

22 For Gerry to make a claim that the dogs are community property, he must at minimum set  
23 forth facts explaining the dogs were purchased from community funds. As he has failed to do so,  
24 there is no basis for further hearing, nor legal support for him to retain the dogs for a minute longer.

25 Moreover, the Court must disregard any opinions of Gerry (or anyone else) concerning the  
26 character of the dogs. The opinion of either spouse as to the character of the property is of no

27 <sup>30</sup> Opp'n at 5:8-10.

28 <sup>31</sup> See Exhibits 1-3.

1 moment whatsoever. *Hardy v. United States*, 918 F. Supp. 312, 317 (D. Nev. 1996) quoting *Peters*  
2 *v. Peters*, 92 Nev. 687, 557 P.2d 713, 716 (1976). This proposition has existed since 1922, when  
3 the Nevada Supreme Court in *Barrett v. Franke*, 46 Nev. 170, 208 P. 435, 438 (1922), stated

4 Whether the property was community or separate, ***was a question of law,***  
5 ***depending on the manner and time of its acquisition.*** The opinion of Pepper [the  
husband] on this legal question ***was entitled to no weight.***

6 *Id.*

7 Because characterization of personal property is an issue of law, the Court need only  
8 review the only evidence in front of it concerning the funds used to purchase the dogs and the  
9 gifting of the dogs. Gerry's opinion is irrelevant to this issue.

10 **2. Gerry Has No Legal Authority to Continue to Withhold the Dogs**  
11 **from June.**

12 Gerry's Opposition is heavy on sympathy but devoid of legal authority supporting the relief  
13 he seeks—which appears to be keeping the dogs permanently or until an evidentiary hearing takes  
14 place. None of the authority provided by Gerry lends support to the idea that June's dogs could be  
15 community property, nor that Gerry has the authority to retain these dogs for a minute longer.  
16 Indeed, when the cases Gerry cites in his Opposition are reviewed, it becomes more apparent that  
17 Gerry's argument is premised entirely on his irrelevant opinion of ownership.

18 Grasping at straws, Gerry attempts to argue that the dogs have been “transmuted” from  
19 personal property to property of the community, whereby he maintains a 50% ownership interest.<sup>32</sup>  
20 In support of this argument, Gerry cites four cases, one which is from Illinois. The cases broken  
21 down in turn unequivocally demonstrate Gerry's created basis of transmutation is simply wrong.

22 First, Gerry relies on *Schmanski v. Schmanski*, 115 Nev. 247, 250, 984 P.2d 752, 755  
23 (1999). In *Schmanski*, the issue before the court was whether a husband's original gifts of stock  
24 (separate property) were transformed into community property. The Court found that the plain  
25 language of NRS 125.150 *does not support a determination that separate property placed into*

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28 <sup>32</sup> Opp'n at pgs. 4-5; Exhibit 1.

1 *joint tenancy is irrevocably transmuted into community property.*<sup>33</sup> *Id.* (Emphasis added.) Thus,  
2 should the Court want to venture into *Schmanski*, the road is short and in clear favor of June.

3 Next, Gerry cites *Lucini v. Lucini*, 97 Nev. 213, 215, 626 P.2d 269, 271 (1981), which  
4 lends no support to any argument relevant to this case. *Lucini* is a case in which the trial court  
5 traced funds in a divorce and determined certain accounts to be separate property of a husband. *Id.*  
6 On appeal, the wife challenged the district court's ruling, arguing that the commingling of the  
7 community and separate property bank accounts was so extensive, the husband's separate property  
8 was transmuted to community property.<sup>34</sup> The Nevada Supreme Court, again contrary to Gerry's  
9 position affirmed the district court's decision.

10 Notwithstanding the fact that *Lucini* lends no support to Gerry's argument, the facts in  
11 *Lucini* are of no comparison to that of the dogs at issue. Dogs, like other non-monetary personal  
12 property (e.g. a piano) are not capable of "commingling." In arguing to the contrary, Gerry asserts  
13 that if someone spends time with someone else's property (e.g. a piano), likes the other person's  
14 property, and cares for the property "more than the owner"—ownership can transmute. This is a  
15 proposition in which no court has accepted, because it is a ludicrous.

16 The last case cited by Gerry is *In re Marriage of Schriner*, 410 N.E.2d 572, 574 (1980), an  
17 Illinois case of no relevance to the dogs at issue. In *Schriner*, a husband prior to marriage purchased  
18 a bedroom set for him and his very soon to be wife to use. *Id.* The set was purchased by him 3  
19 days prior to marriage. *Id.* The trial court concluded that the bedroom set was a gift *purchased by*  
20 *the husband in contemplation of marriage* with the intent to be used jointly and therefore became  
21 martial property. *Id.*

22  
23  
24 \_\_\_\_\_  
25 <sup>33</sup> Moreover, each case cited by Gerry deal with transmutation of real property through title transfers or the  
commingling or funds.

26 <sup>34</sup> The court cited the same proposition in *Ormachea v. Ormachea*, 67 Nev. 273, 217 P.2d 355  
27 (1950), which was also copied by Gerry. The holding in *Ormachea* is of no relevance to the case  
28 so it is omitted.

1 Here, Gerry does not contend he purchased either dog. Rather, he rambles on about how  
2 he feels the dogs are his with absolutely no legal basis to do so. Misplaced emotion is not the law  
3 and Gerry has made no showing to suggest either dog is community property. None of Gerry's  
4 cases provide the Court with the well-known rule of law that a transmutation of separate to  
5 community property requires an express declaration of intent from the adversely affected party.  
6 *Estate of Bibb*, 87 Cal.App.4th 461, 463, 104 Cal.Rptr.2d 415 (2001) ("transmutation is not valid  
7 'unless made in writing by an express declaration that is made ... by the spouse whose interest in  
8 the property is adversely affected.'"). This declaration of intent has only been found in instances  
9 of title transfers, extensive commingling and use of financial funds, and written agreements. *See*  
10 *id.*

11 More important, Gerry makes no case to justify an evidentiary hearing, as he has failed to  
12 set forth what facts he would seek to elicit at an evidentiary hearing to suggest he could make a  
13 plausible claim of ownership to the dogs. Gerry admits he never paid for the dogs and his opinion  
14 as to whether he was an owner or not is not admissible evidence to prove ownership. Consequently,  
15 as Gerry maintains no authority to suggest the dogs can be transmuted to community property and  
16 has set forth no evidence that community funds were utilized to purchase the dogs, no legal basis  
17 exists to withhold the dogs from June for a minute longer.

18 **C. NO BASIS FOR AN EVIDENTIARY HEARING EXISTS AS THIS COURT**  
19 **IS EMPOWERED AND ENCOURAGED TO CONSERVE RESOURCES**  
20 **IN GUARDIANSHIP PROCEEDINGS.**

21 As described in detail below, NRS 159.305 does not require an evidentiary hearing and  
22 Gerry admits this. The entirety of NRS 159.305 states as follows:

23 NRS 159.305 Petition alleging that person disposed of money of protected  
24 person or has evidence of interest of protected person in or to property.

25 1. If a guardian, interested person, protected person or proposed protected  
26 person petitions the court upon oath alleging:

27 (a) That a person has or is suspected to have concealed, converted to his or her  
28 own use, conveyed away or otherwise disposed of any money, good, chattel or  
effect of the protected person; or

(b) That the person has in his or her possession or knowledge any deed,  
conveyance, bond, contract or other writing which contains evidence of, or tends to  
disclose the right, title or interest of the protected person or proposed protected

1 person in or to, any real or personal property, or any claim or demand, ***the judge***  
2 ***may cause*** the person to be cited to appear before the district court to answer, upon  
oath, upon the matter of the petition.

3 The Court can see that there is no requirement for an evidentiary hearing, and it is not  
4 necessary for testimony to be received, rather it is discretionary. *See id.* Here, as stated below ad  
5 nausea, Gerry has submitted nothing more than argument to claim an interest in June's separate  
6 property and June has provided admissible evidence demonstrating by clear and convincing  
7 evidence the dogs were not purchased with community funds. As such, there is no basis for an  
8 evidentiary hearing, as there are no conflicting disputes of material fact at issue for this Court to  
9 receive.

10 **D. IN THE ALTERNATIVE, SHOULD THE COURT FIND IT NECESSARY,**  
11 **THE DOGS SHOULD BE SPLIT, AWARDING JUNE NIKKI AND GERRY**  
**CHARLIE.**

12 The evidence presented on behalf of the only protected person for this court to worry about  
13 demonstrates by clear and convincing evidence that Nikki was purchased by Perry and Robyn  
14 Friedman and gifted to June.<sup>35</sup> The evidence also demonstrates that Charlie was similarly gifted to  
15 June by Scott from his litter of dogs.<sup>36</sup> To the contrary, Gerry has provided absolutely no  
16 documents or testimony to suggest the either Nikki or Charlie were purchased from community  
17 funds. Notwithstanding, should the Court buy into Gerry's underhanded tactics and now clear  
18 pattern of abusing his cognitively impaired wife, the Court should at minimum order the immediate  
19 return of Nikki to June. In doing so, Gerry would retain possession of Charlie until a hearing or  
20 the guardianship investigation concludes. This is nowhere near the right decision, but at minimum  
21 June has presented clear and convincing (admissible) evidence that Nikki is her separate property.

22 Moreover, because Gerry only claims a "community interest" in the dogs, there is no  
23 equitable argument to suggest the dogs should not be returned to June until the Court can make a  
24 final decision on this issue. It is undisputed that Gerry has retained the dogs for months, keeping  
25

26 \_\_\_\_\_  
27 <sup>35</sup> Exhibits 1 and 2.

28 <sup>36</sup> Exhibit 4.

1 them away from June. During the pendency of this issue, equity and good cause supports returning  
2 the dogs to June until the Court makes its final decision as to ownership.

3 **IV. CONCLUSION**

4 Based on the foregoing, June has set forth by clear and convincing evidence both Nikki  
5 and Charlie are her sperate property. In response, Gerry has provided nothing more than opinion  
6 and conjecture that transcends the laws of Nevada. The dogs must be ordered returned  
7 immediately.<sup>37</sup>

8  
9 Dated this 9th day of December, 2019.

10 MARQUIS AURBACH COFFING

11  
12 By /s/ James A. Beckstrom  
13 Geraldine Tomich, Esq.  
14 Nevada Bar No. 8369  
15 James A. Beckstrom, Esq.  
16 Nevada Bar No. 14032  
17 10001 Park Run Drive  
18 Las Vegas, Nevada 89145  
19 *Attorneys for Kimberly Jones, Guardian*  
20 *of Kathleen June Jones*

21  
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24  
25  
26  
27 <sup>37</sup> In ordering the return of the dogs, the Court must also order Jerry to change the microchip registration  
28 back to June or provide Kimberly access to do so by a date certain.

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing **REPLY IN SUPPORT OF PETITION FOR RETURN OF PROPERTY OF PROTECTED PERSON** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 9<sup>th</sup> day of December, 2019. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:<sup>38</sup>

Ty E. Kehoe, Esq.  
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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/ Cally Hatfield  
An employee of Marquis Aurbach Coffing

<sup>38</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. In or around November 2010, my sister Kimberly Jones ("Kimberly") and I (with the assistance of my husband Perry Friedman) began looking for breeders of Shih-Tzu puppies in anticipation of my mother's birthday. In doing so, I located a breeder named Jeri Patrick whom I exchanged e-mails with concerning the purchase of a puppy. A true and accurate email between myself and Jeri Patrick is displayed in Exhibit 5 to the reply brief filed in support of the Motion for Return of Property.

3. Upon locating Jeri Patrick, a Shih-Tzu puppy (Nikki) was purchased by Perry and I on November 18, 2019.

4. The purchase price of Nikki was made via PayPal by Perry in two separate payments, a deposit in the amount of \$200 and a final payment in the amount of \$550. I asked Perry to help me make this payment and a true and correct PayPal receipt is displayed at Exhibit 6 to the reply brief filed in support of the Motion for Return of Property.

5. Nikki was given to my mother as her birthday gift as a collective gift from my siblings and I.

6. I have communicated with Jeri Patrick to inquire as to whether she retained additional records surrounding the purchase of Nikki and while she no longer has these records, Jeri confirmed Nikki was sold to me as a gift for my mother. Exhibit 8 to the Reply in Support of Motion for Return of Property is a true and accurate copy of the e-mail correspondence dated December 7, 2019 from Jeri.

7. In or around 2014, my brother Scott Simmons ("Scott") mated Nikki with one of his daughter's Shih-Tzu dogs, which produced Charlie. When Charlie was born, Scott gave him to June as a gift.

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8. No one other than Perry and I paid for Nikki.

9. From the time Nikki and Charlie were obtained by my mother until approximately October 2019, Nikki and Charlie lived exclusively with her and her husband Gerry at the Kraft Avenue home.

10. After we learned the Kraft Avenue property was transferred from June to Gerry's son, Dick for more than \$100,000 less than fair market value, Kimberly and I began requesting information from Dick in or around August 2019.

11. After the request for information in August 2019, October 4, 2019 was the last time Nikki or Charlie were delivered back to the Kraft Avenue property, as Gerry has refused to return the dogs following a visit with the dogs.

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 8th day of December 2019.

  
\_\_\_\_\_  
Robyn Friedman

## Exhibit 2

**DECLARATION OF PERRY FRIEDMAN**

Perry 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. In or around November 2010, my wife Robyn Friedman and I (along with my wife's siblings) began looking for breeders of Shih-Tzu puppies in anticipation of her mother's birthday. In doing so, we located a breeder named Jeri Patrick.

3. Upon locating Jeri Patrick, a Shih-Tzu puppy (Nikki) was purchased by me on November 18, 2019.

4. The purchase price of Nikki was made via PayPal by me in two separate payments, a deposit in the amount of \$200 and a final payment in the amount of \$550. A true and correct PayPal receipt is displayed at Exhibit 6 to the reply brief filed in support of the Motion for Return of Property.

5. Nikki was given to June Jones as a birthday gift, collectively from my family and Robyn's siblings.

6. I was the only person who paid for Nikki.

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 8th day of December 2019.



Perry Friedman

**MARQU  
IS  
AURBA  
CH  
COFFIN  
G**

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(702) 382-  
0711 FAX:  
(702) 382-  
5816

## Exhibit 3

### **DECLARATION OF KIMBERLY JONES**

1. I am over the age of 18 and if called to testify under oath am prepared to do so.
2. I am the guardian of the person and estate of Kathleen June Jones ("June").
3. Pursuant to NRS 159.305 I affirm under penalty of perjury that Gerald and/or Richard have and continue to wrongfully be in possession of my mother's personal property, which includes her two dogs, Nikki and Charlie.
4. In or around November 2010, my sister Robyn Friedman and I (with the assistance of Robyn's husband Perry Friedman) began looking for breeders of Shih-Tzu puppies in anticipation of my mother's birthday. In doing so, we located a breeder named Jeri Patrick.
5. Upon locating Jeri Patrick, a Shih-Tzu puppy (Nikki) was purchased by Perry and Robyn on November 18, 2019, I was in regular communication with both Perry and Robyn during this time.
6. The purchase price of Nikki was made via PayPal by Perry in two separate payments, a deposit in the amount of \$200 and a final payment in the amount of \$550.
7. Nikki was given to my mother as her birthday gift as a collective gift from myself and my siblings.
8. Nikki was purchased months before my mother's birthday, due to breeding regulations that do not allow for simultaneous payment and procurement.
9. In or around 2014, my brother Scott Simmons ("Scott") mated Nikki with one of his daughter's Shih-Tzu dogs, which produced Charlie. After Charlie was born, Scott gave Charlie to June as a gift.
10. No one other than Perry and Robyn paid for Nikki.
11. From the time Nikki and Charlie were obtained by my mother until approximately October 2019, Nikki and Charlie lived exclusively with her and her husband Gerald at the Kraft Avenue home.

12. In early October, I brought my mother along with Nikki and Charlie to visit Gerald at the residence of Richard Powell.

13. When it was time for my mother to leave to return home, Gerald with the assistance and support of Richard Powell refused to turn over Nikki and Charlie to my mother.

14. I have demanded the return of Nikki and Charlie to no avail.

15. My mother asks where Nikki and Charlie are multiple times a day and has suffered increased bouts of sadness without her dogs.

16. Nikki and Charlie have always lived exclusively at my mother's home on Kraft Avenue.

17. I have personal knowledge that Nikki and Charlie remain at the residence of Richard Powell and/or Gerald Yeoman.

18. I have not provided Richard Powell, nor Gerald Yeoman permission to retain possession of Nikki or Charlie.

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 8th day of December 2019.

/s/ Kimberly Jones

Kimberly Jones



# Exhibit 4

**DECLARATION OF SCOTT SIMMONS**

1. I am over the age of 18 and if called to testify under oath am prepared to do so.
2. I am the son of June Jones and have personal knowledge as to each of the below stated statements.
3. In or around 2010, a Shih-Tzu puppy (now named Nikki) was purchased by my siblings for my mother, June Jones.
4. Nikki was given to my mother as her birthday gift as a collective gift from her children.
5. In or around 2014, I mated Nikki with one of my daughter's Shih-Tzu dogs, which produced a dog now named Charlie.
6. After Charlie was born, I gave gifted him to my mother June.
7. I did not give Charlie to my mother's then husband Gerry.
8. No one paid me for Charlie, or any portion of the breeding process concerning Charlie.

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 8th day of December 2019.

*Scott Simmons*

---

Scott Simmons

# Exhibit 5

---

**From:** Robyn Jones <vgsfun@hotmail.com>  
**Sent:** Thursday, November 4, 2010 7:23:16 PM  
**To:** kimberlysJones@hotmail.com <kimberlysJones@hotmail.com>  
**Subject:** RE: Tiny RARE solid white AKC little girl Chinese Imperial Shih TZU

Call that person...I'm a little suspicious that they are only \$600. Double check that they are real AKC full pure bred. Call them now!

Alos, these dogs are really small like 6 pounds. That's why they are called Imperials or "minis". Make sure Mom wants one that is that little. The normal shih tzus are exactly like Sugar was, 9 pounds. The AKC "breed" is actually 9-14 pounds.

- Robyn

---

Date: Sun, 7 Nov 2010 14:54:38 -0800  
From: stildreaming@sbcglobal.net  
To: vgsfun@hotmail.com  
Subject: Female Shih-Tzu

Female Shih-Tzu pictures

[www.patrickslil-paws.com](http://www.patrickslil-paws.com)

Jeri Patrick  
775-751-5458













## Exhibit 6

----- Forwarded message -----

From: [service@paypal.com](mailto:service@paypal.com) <[service@paypal.com](mailto:service@paypal.com)>

Date: Thu, Nov 18, 2010 at 2:25 PM

Subject: Your payment has been sent

To: Perry Friedman <[friedman@cs.stanford.edu](mailto:friedman@cs.stanford.edu)>



Hello Perry Friedman,

Your payment for \$550.00 USD to [stildreaming@sbcglobal.net](mailto:stildreaming@sbcglobal.net) has been sent.

It may take a few moments for this transaction to appear in the Recent Activity list on your Account Overview.

Payment details

Amount: \$550.00 USD

Transaction Date: November 18, 2010

Transaction ID: 5LU90247YM1947006

Subject: June Jones - remaining funds

Message:

Final payment for puppy for June Jones.

Shipping Address:

1315 Enchanted River Dr  
Henderson, NV 89012  
United States  
[View the details of this transaction online](#)

---

This payment was sent using your credit card.

For your future payments, try using Instant Transfer instead!

- Pay instantly and securely
  - Faster than paying with checks
  - Pay directly from your bank account - purchases won't show up on bills at the end of the month.
- 

Sincerely,  
PayPal

Your monthly account statement is available anytime; just log in to your account at [https://www.paypal.com/us/cgi-bin/webscr?cmd=\\_history](https://www.paypal.com/us/cgi-bin/webscr?cmd=_history). To correct any errors, please contact us through our Help Center at [https://www.paypal.com/us/cgi-bin/webscr?cmd=\\_contact\\_us](https://www.paypal.com/us/cgi-bin/webscr?cmd=_contact_us).

Please do not reply to this email. This mailbox is not monitored and you will not receive a response. For assistance, [log in](#) to your PayPal account and click the Help link in the top right corner of any PayPal page.

To receive email notifications in plain text instead of HTML, [update your preferences](#).

PayPal Email ID PP118

----- Forwarded message -----

From: [service@paypal.com](mailto:service@paypal.com) <[service@paypal.com](mailto:service@paypal.com)>

Date: Sun, Nov 7, 2010 at 5:04 PM

Subject: Your payment has been sent

To: Perry Friedman <[friedman@cs.stanford.edu](mailto:friedman@cs.stanford.edu)>



Hello Perry Friedman,

Your payment for \$200.00 USD to [stildreaming@sbcglobal.net](mailto:stildreaming@sbcglobal.net) has been sent.

It may take a few moments for this transaction to appear in the Recent Activity list on your Account Overview.

#### Payment details

Amount: \$200.00 USD

Transaction Date: November 7, 2010

Transaction ID: 9J4603822E711301B

Subject: Deposit from June Jones

#### Message:

This is a deposit for an Imperial Shitzu for June Jones.

#### Shipping Address:

1315 Enchanted River Dr

Henderson, NV 89012  
United States  
[View the details of this transaction online](#)

---

This payment was sent using your credit card.

For your future payments, try using Instant Transfer instead!

- Pay instantly and securely
  - Faster than paying with checks
  - Pay directly from your bank account - purchases won't show up on bills at the end of the month.
- 

Sincerely,  
PayPal

Your monthly account statement is available anytime; just log in to your account at [https://www.paypal.com/us/cgi-bin/webscr?cmd=\\_history](https://www.paypal.com/us/cgi-bin/webscr?cmd=_history). To correct any errors, please contact us through our Help Center at [https://www.paypal.com/us/cgi-bin/webscr?cmd=\\_contact\\_us](https://www.paypal.com/us/cgi-bin/webscr?cmd=_contact_us).

Please do not reply to this email. This mailbox is not monitored and you will not receive a response. For assistance, [log in](#) to your PayPal account and click the Help link in the top right corner of any PayPal page.

To receive email notifications in plain text instead of HTML, [update your preferences](#).

PayPal Email ID PP118

# Exhibit 7

# Confidential! Daily Documentation Log October 1, 2019 Mon and caregiver walked the dogs at the Kraft house.

Please enter daily notes and be as specific as possible. Note such items as daily activities, meals, special requests made that day, moods and emotions, trips (where you went), any change in shift schedule, client concerns, caregiver concerns, and anything else you feel is of importance. Please note ONLY what occurs during YOUR shift. If there is concern regarding other caregivers, please contact the office but please DO NOT make note of what the other caregivers are doing and/or not doing. Please print clearly. This document is to be treated as confidential information.

Entry Date: 10/1/19	June in bed asleep when I arrived, 8:30 large w/cream cheese. Shower then ate some breaded egg - became chicken outside on patio. then we walked the dog. 12:30 to 1:15 chicken fillet. back home ate then went to bed reading up @ 4:15 - for dinner - and Cherry Pie.
Time In: 7:15	
Time Out: 7:15	
Caregiver Name: Talleen	
Entry Date: 10/1/19	Open arrival June was in her chair watching TV. @ 7:30 Got Ready For Bed Wash Wheel & take out Kim ate Cherry Pie w/ice cream. Done Dishes took out Trash, June up @ 12:30 and drink Back robes Read Book. Back up @ 5:30 AM to let June sit. 11 sleep @ End of shift
Time In: 7:15	
Time Out: 7:15	
Caregiver Name: Heather	
Entry Date: 10/02/19	Arrived 7am June still sleeping wake up 8:15am got up her daughter took her to the patio she didn't want to be outside. Got her breakfast burrito and O.J. took her to walk the dogs around the block then she laid back in bed forced her back. went back to sleep. Robin picked her up @ 12:30 pm she will be back before dinner for lunch she had 1 turkey slice with cheese and olive oil. June back helped her daughter Kimberly change her on to her pajamas changed Burrito and went to bed.
Time In: 7:00 AM	
Time Out: 7:00 PM	
Caregiver Name: Andrea Bannister	
Entry Date: 10/2/19	Arrived @ 7pm June in bed eating grapes, reading Book. June up @ 1:30 talking again @ 3:15am - up to get Ready for court @ 5:45
Time In: 7:00 AM	
Time Out: 7:00 AM	
Caregiver Name: Heather	
Entry Date: 10/03/19	Started by helping her to her daughters car, went to court - stayed home where she was ok. Given dishes, swept kitchen, and living room areas. Get home had lunch she went to bed she was reading a Book then she took a nap. Companion ship -
Time In: 7:00 AM	
Time Out: 7:00 PM	
Caregiver Name: Andrea Bannister	



---

**From:** Jeff Conrado <JConrado@seniorhelpers.com>  
**Sent:** Thursday, September 26, 2019 8:43 AM  
**To:** Robyn Friedman <vgsfun@hotmail.com>  
**Subject:** RE: Grocery List

Thank you for the information. Steve will be dropping off the gift card this morning.



**Jeff Conrado**  
Quality of Services Coordinator  
**Senior Helpers**  
Office: 702-802-4511 | Fax: 702-802-4512  
Email: [jconrado@seniorhelpers.com](mailto:jconrado@seniorhelpers.com) | [seniorhelpers.com/LasVegas](http://seniorhelpers.com/LasVegas)  
5560 South Fort Apache Rd Suite 110, Las Vegas, NV 89148



---

**From:** Robyn Friedman <vgsfun@hotmail.com>  
**Sent:** Wednesday, September 25, 2019 5:36 PM  
**To:** Jeff Conrado <JConrado@seniorhelpers.com>  
**Subject:** Grocery List

I'll bring the print out of the meal options in the morning to be kept and to make figuring meals out easier on the care providers. This will get us through 8 days and beyond a little. Care provider that is here now will be here tomorrow and

we sort of outback the list together while asking my mom and off of what I know she likes. She will need the gift card to shop with. Does Steve have it still?

Shopping List:

Dog Food - Cesar's red container or orange container set food

Dry food bag -

Bottled water (any brand - 24 pack for mom's bedside)

2 cucumbers

2 tomatoes

6 bananas

Green grapes

2 peaches

2 green apples

1 packs of microwave bacon

6 frozen meals - higher end nice ones, some with shrimp,

1 package of bow tie pasta

1 can of Alfredo sauce

2 cheese flavored microwave rice

2 chicken flavored microwave rice

Plain cream cheese container

Large cottage cheese container

Large package of turkey meat

Container of mayonnaise

Package of frozen breakfast sandwiches

Breakfast burrito package

Fresh roasted chicken

Head of lettuce

Plastic single serve Cesar salad

Frozen family sized lasagna

Frozen family sized beef stroganoff (or other is no stroganoff)

Gourmet mac and cheese (add water and microwave kind)

2 prepackaged Cesar's salads (with meat if possible)

Chocolate ice cream (gallon)

Gloves

Laundry pods - Tide

8 Days of Meal Options:

(should be kept in Senior Helpers folder for helpers/mom to choose from so it's easier than staring in the cupboards)

Breakfast:

Breakfast sandwich

Breakfast burrito

Bagels cream cheese

Any of the above with fruit

Lunch:

Turkey sandwich - mayo, lettuce, turkey

Caesars salads

Frozen meal option

Gourmet mac and cheese

Slices of tomato or cucumber on the side optimal

Cottage cheese on the side optimal

Dinner:

Lasagna

Stroganoff

Rice and chicken breast

Spaghetti with Alfredo sauce, chicken breast

Frozen meal options

## Exhibit 8

---

**From:** Perry Friedman <[friedman@cs.stanford.edu](mailto:friedman@cs.stanford.edu)>  
**Sent:** Sunday, December 8, 2019 6:51:39 PM  
**To:** Robyn Friedman <[vgfun@hotmail.com](mailto:vgfun@hotmail.com)>  
**Subject:** Fwd: Your payment has been sent

----- Forwarded message -----

From: **Jeri&Bryon** <[stildreaming@sbcglobal.net](mailto:stildreaming@sbcglobal.net)>  
Date: Sun, Dec 8, 2019 at 5:30 PM  
Subject: Re: Your payment has been sent  
To: Perry Friedman <[friedman@cs.stanford.edu](mailto:friedman@cs.stanford.edu)>

Hi,

I'm sorry I haven't been able to find anything for you on the female ( Nikki ) Imperial Shih-Tzu. I sold to you as a family gift to your Mother-in-laws... It probably was on my old computer that crashed on me.... So sorry wish I could of been more help to you and June.. I hope thing will go well for your family in court...

Best wished

Jeri Patrick

On Saturday, December 7, 2019, 12:53:34 AM PST, Perry Friedman <[friedman@cs.stanford.edu](mailto:friedman@cs.stanford.edu)> wrote:

Hello,

My name is Perry Friedman. My mother-in-law's name is June Jones. We purchased a puppy from you for my mother-in-law in 2010 as her precious shih tzu had sadly just passed away. My mother-in-law and her husband at the time went out to pick the puppy up. My mother-in-law was very healthy then. Since that time, she has spent the last few years fighting dementia. Her dog Nikki has given her immense amounts of comfort and has been well cared for by her and my sister-in-law, Kim, my mother-in-law's guardian. My mother-in-law and her husband have been living apart after he began being investigated on suspicion of elder abuse against her. During a recent visit, Nikki was taken by mother-in-law's husband and he won't give her back, claiming she is "their" dog. Note that Nikki was a gift from my mother-in-law's kids to her for her birthday - which is the actual case. We are going to court Tuesday to try to get Nikki back. I found your email address

from the PayPal receipt back in 2010 when we bought the new puppy. If there's any chance you could please check your records to see if you have any documentation of the purchase (including any emails, etc.), that would be very helpful. I know it's rushed, but we are just at our wits end trying to keep my mom from being further abused and losing her dog who has been since a wonderful companion to her all of these years.

Thank you in advance for any help you may be able to give.

Perry Friedman  
760-809-5576

----- Forwarded message -----

From: [service@paypal.com](mailto:service@paypal.com) <[service@paypal.com](mailto:service@paypal.com)>

Date: Sun, Nov 7, 2010 at 5:04 PM

Subject: Your payment has been sent

To: Perry Friedman <[friedman@cs.stanford.edu](mailto:friedman@cs.stanford.edu)>



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[Henderson, NV 89012](#)

[United States](#)

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  - Pay directly from your bank account - purchases won't show up on bills at the end of the month.
- 

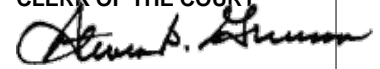
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Your monthly account statement is available anytime; just log in to your account at [https://www.paypal.com/us/cgi-bin/webscr?cmd=\\_history](https://www.paypal.com/us/cgi-bin/webscr?cmd=_history). To correct any errors, please contact us through our Help Center at [https://www.paypal.com/us/cgi-bin/webscr?cmd=\\_contact\\_us](https://www.paypal.com/us/cgi-bin/webscr?cmd=_contact_us).

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**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:

KATHLEEN JUNE JONES

An Adult Protected Person.

Case No.: G-19-052263-A

Dept. No.: B

Hearing Date: December 10, 2019

Hearing Time: 9:30 a.m.

**REPLY IN SUPPORT OF PETITION FOR CONFIRMATION TO BRING CIVIL  
ACTIONS ON BEHALF OF KATHLEEN JUNE JONES**

☐ **TEMPORARY GUARDIANSHIP**

- ☐ Person  
☐ Estate  
☐ Person and Estate

☒ **GENERAL GUARDIANSHIP**

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

☐ **SPECIAL GUARDIANSHIP**

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

☐ **NOTICES/SAFEGUARDS**

- ☐ Blocked Account Required  
☐ Bond Required

Kimberly Jones, by and through her counsel of record, Geraldine Tomich, Esq. and James A. Beckstrom, Esq. of the law firm of Marquis Aurbach Coffing, hereby files her Reply in Support of Petition for Confirmation to Bring Civil Actions on Behalf of Kathleen June Jones.



1 This Reply is made and based upon all papers, pleadings, and records on file herein, the  
2 attached Memorandum of Points and Authorities, and any oral argument allowed at a hearing on  
3 this matter.

4 Dated this 9th day of December, 2019.

5 MARQUIS AURBACH COFFING

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

17 **MEMORANDUM OF POINTS AND AUTHORITIES**

18 **I. INTRODUCTION AND ARGUMENT**

19 Gerry has no standing to oppose a petition for confirmation to bring a civil suit against him.  
20 Notwithstanding, Gerry doesn't oppose the petition.<sup>1</sup>

21 As for Gerry's attempt to argue or imply the Court's investigation into June's financial  
22 affairs should proceed first before a civil action can be filed—this request is nothing more than an  
23 attempt to delay the litigation that must move forward. The Court knows well that resources are  
24 limited in guardianship investigations and the discovery in those investigations is not as broad as  
25 what is available to private parties in litigation. Moreover, as this Court knows, the report of a  
26 Compliance Officer, regardless of what is found, is not a prerequisite to filing a civil suit to protect  
27 June's interests.

28 As it stands, it is Gerry and Dick who continue to wrongfully retain June's home, money,  
and property. June has a constitutional right to petition for the relief sought in the underlying draft

<sup>1</sup> Opp'n at 2:4-10.

1 complaint through her guardian Kimberly. Kimberly has set forth highly particularized facts that  
2 demonstrate a pattern of financial abuse inflicted on June and there is no just reason to delay a  
3 lawsuit to prove this abuse.

4 Lastly, this Court itself having only reviewed a fraction of the documents that will become  
5 available during discovery expressed significant concern with the fact June's largest asset—her  
6 personal residence was transferred to Dick for \$100,000 under fair market value, without the  
7 presence of counsel, and during a time in which Kimberly was known to control June's finances  
8 due to June's incapacity. This fact alone justifies a civil suit where Kimberly can engage in  
9 discovery and prove up June's damages.

10 **II. CONCLUSION**

11 As such, the Court should grant Kimberly's petition and allow a civil suit to be brought  
12 immediately.

13 Dated this 9th day of December, 2019.

MARQUIS AURBACH COFFING

14  
15  
16  
17 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 **REPLY IN SUPPORT OF 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 9th day of December, 2019. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:<sup>2</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/ Cally Hatfield  
An employee of Marquis Aurbach Coffing

<sup>2</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).

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Guardianship of Adult****COURT MINUTES****December 10, 2019**

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

**December 10, 2019      09:30 AM      All Pending Motions**

**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, Not 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, Guardian of Person and Estate, Other, Present      James A. Beckstrom, Attorney, Present**

**State Guardianship Compliance Officer, Agency, Present**

**JOURNAL ENTRIES**

HEARING: PETITION FOR RETURN OF PROPERTY OF PROTECTED PERSON AND PETITION FOR CONFIRMATION TO BRING CIVIL ACTIONS ON BEHALF OF KATHLEEN June JONES...OPPOSITION: RODNEY G. YEOMAN'S OPPOSITION TO PETITION FOR RETURN OF PROPERTY OF PROTECTED PERSON...OPPOSITION: RODNEY GERALD YEOMAN'S OPPOSITION TO PETITION FOR CONFIRMATION TO BRING CIVIL ACTIONS ON BEHALF OF KATHLEEN June JONES...HEARING: REPLY IN SUPPORT OF PETITION FOR RETURN OF PROPERTY OF PROTECTED PERSON...HEARING: REPLY IN SUPPORT OF PETITION FOR CONFIRMATION TO BRING CIVIL ACTIONS ON BEHALF OF KATHLEEN June JONES.

COURT CLERKS: Tanya Stengel, Karen Christensen (kc)

Attorney Constantina Rentzios, Nevada Bar #13747, appeared on behalf of Protected Person and for attorney Maria Parra-Sandoval.

Sonia Jones, Supreme Court Financial Forensic Specialist, present.

Protected Person's daughter, Donna Simmons, participated telephonically.

Mr. Beckstrom made arguments in support of dogs Nikki and Charlie being gifted to Protected Person. The dogs are essentially chattel and they can't be divided like community property such as real estate. The dogs have been in Mr. Yeoman's possession since October and Protected Person requests the return of her dogs daily.

Mr. Kehoe argued both of the dogs are community property. Court noted this is a guardianship case, not a divorce case, and the parties would typically look for an offset or credit. Mr. Kehoe advised Protected Person treated the dogs as if they were also Mr. Yeoman's property, as he also cared for

**Printed Date: 12/14/2019****Page 1 of 3**

Minutes Date:

December 10, 2019

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

the dogs. Mr. Kehoe advised Mr. Yeoman cared for the dogs for eight years, and Protected Person cannot currently care for the dogs. Mr. Kehoe noted errors and contradictions in the declarations and reply brief, and requested an evidentiary hearing to resolve the matter.

Court requested Mr. Michaelson caution Ms. Friedman regarding speaking out in court.

Mr. Kehoe made statements regarding making offsets in lieu of keeping the dogs, returning them after Mr. Yeoman's death, or having parties attend mediation. Court noted it does not have jurisdiction over pre-estate planning.

Ms. Rentzios advised she read all the pleadings. Protected Person wants her dogs returned and asks about them every day. Protected Person indicated to Ms. Parra-Sandoval she would be willing to share the dogs with Mr. Yeoman if an amicable solution could be found. Ms. Rentzios advised Nikki was a gift to Protected Person. She and Mr. Yeoman did not pay for the dog using community funds. Court inquired whether an evidentiary hearing was needed. Ms. Rentzios stated an evidentiary hearing was not needed. There is no clear dispute as to ownership of the dogs. An evidentiary hearing would be a waste of Protected Person's time and resources. Ms. Rentzios requested the return of the dogs to Protected Person.

Court and counsel engaged in further discussion regarding the ownership and gifting of the dogs, and return of the dogs, or at least one dog to PP, until an evidentiary hearing. Court noted it would be a likely court outcome it would accept statements of law and conclusions of law as set forth from Petitioner's Motion and Court would expect a request for attorney fees at the evidentiary hearing.

Mr. Beckstrom requested at least one of the dogs be returned to Protected Person pending the outcome of the evidentiary hearing. Mr. Kehoe advised he asked Mr. Yeoman regarding the matter and Mr. Yeoman declined as the dogs have not been separated. Mr. Beckstrom noted there has been no compromise and requested Protected Person at least have Nikki through the holidays until evidentiary hearing. Ms. Rentzios agreed. Mr. Kehoe stated Court recognized due process has not been accomplished. Court clarified it was trying to make a clear record to avoid appeal and further litigation. Ms. Kehoe stated there was no reason to separate the dogs, and requested Mr. Yeoman keep the dogs until the evidentiary hearing. Court noted the dogs have been with Mr. Yeoman for about two months. The dogs will be returned to Protected Person by 5:00 PM tomorrow until evidentiary hearing. Court will make a final determination at the evidentiary hearing.

Mr. Michaelson made statements regarding Mr. Yeoman's alleged elder abuse of Protected Person. Mr. Michaelson made additional statements regarding Mr. Yeoman's microchip of the dogs, and requested Court make an order to have the information attached to the microchip changed. Discussion.

As to the civil action, Mr. Beckstrom advised Guardian has researched the financial records and found a significant amount of elder abuse and intentional actions to punish Protected Person. Visitation hasn't occurred, the dogs have been kept from Protected Person, and funds have been removed from the account. These matters need to be brought forth in a civil suit. Mr. Beckstrom requested Court allow the filing of a civil suit. Mr. Kehoe argued against a civil suit, in part to running up additional fees. Mr. Kehoe argued Mr. Powell's wife has been brought into the litigation and felt it was additional punishment to his client. Ms. Rentzios advised Protected Person is okay proceeding with the civil litigation, however she does not want to name Mr. Yeoman in the suit. Mr. Beckstrom confirmed he would be named in the suit to protect Protected Person's interests.

Court noted Ms. Jones was present in the courtroom. Ms. Jones stated she came to hear the facts of the case today to gain some clarity regarding the home, funds in the account, and the time period involved.

Mr. Kehoe made statements regarding supervised visitation with Mr. Yeoman, due to physical constraints. Mr. Kehoe stated he provided a declaration to Guardian's former attorney. Argument

**Printed Date: 12/14/2019**

**Page 2 of 3**

Minutes Date:

December 10, 2019

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

and discussion. Court noted matter is not on calendar today and encouraged counsel to continue to work on a resolution.

**COURT ORDERED:**

Both dogs, Nikki and Charlie, shall be TEMPORARILY RETURNED to Protected Person no later than 5:00 PM tomorrow (12/13/19). Court shall make a final determination at the Evidentiary Hearing.

Future hearings, Investigator's Report, set for 1/14/20 at 1:30 PM, and Evidentiary Hearing, set for 2/20/20 at 1:30 PM shall STAND.

Court shall allow up to thirty (30) minutes of argument and discussion regarding the dogs at the Evidentiary Hearing. Counsel may STIPULATE to the entry of documents. Counsel shall make NO opening statements and shall SUBMIT closing briefs regarding the issue of the dogs. Witnesses may appear TELEPHONICALLY, with the prior filing of intent to appear telephonically.

Petition for Confirmation to Bring Civil Actions on Behalf of Protected Person shall be GRANTED. Mr. Beckstrom shall submit an Order for Court's signature.

Counsel shall provide information as requested to Ms. Jones in order for her to adequately complete a financial forensic investigation.

**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

1 TRANS

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CLERK OF COURT

EIGHTH JUDICIAL DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

IN THE MATTER OF THE )  
GUARDIANSHIP OF: )

KATHLEEN JONES, )

Protected Person(s) . )

CASE NO. G-19-052263-A

DEPT. B

BEFORE THE HONORABLE LINDA MARQUIS  
DISTRICT COURT JUDGE

TRANSCRIPT RE: ALL PENDING MOTIONS

TUESDAY, DECEMBER 10, 2019

G-19-052263-A GUARDIANSHIP OF JONES 12/10/19 TRANSCRIPT  
VERBATIM REPORTING & TRANSCRIPTION, LLC (520) 303-7356

1 APPEARANCES:  
2       The Daughter:                   DONNA SIMMONS  
3       For the Daughters:            JOHN MICHAELSON, ESQ.  
4                                       2200 Paseo Verde Pkwy #160  
5                                       Henderson, Nevada 89052  
6                                       (702) 731-2333  
7       The Husband:                   JERRY YEOMAN  
8       For the Husband:               TY KEHOE, ESQ.  
9                                       MATTHEW PICCOLO, ESQ.  
10                                      871 Coronado Center Dr., #200  
11                                      Henderson, Nevada 89052  
12                                      (702) 837-1908  
13       The Guardian:                  KIMBERLY JONES  
14       For the Guardian:              JAMES BECKSTROM, ESQ.  
15                                      10001 Park Run Drive  
16                                      Las Vegas, Nevada 89145  
17                                      (702) 382-0711  
18       The Protected Person:          KATHLEEN JONES  
19       For the Protected Person:      CONSTANTINA RENTZIOS, ESQ.  
20                                      725 E. Charleston Blvd.  
21                                      Las Vegas, Nevada 89104  
22                                      (702) 386-1070  
23  
24



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

3 (THE PROCEEDINGS BEGAN AT 9:38:09)

4  
5 THE COURT: This is the matter of the Guardianship  
6 of Kathleen Jones, G-19-052263-A. We have Donna Simmons on  
7 the telephone who is the daughter of the protected person; is  
8 that correct?

9 MS. SIMMONS: Yes.

10 THE COURT: Counsel in the courtroom, your  
11 appearances for the record?

12 MR. MICHAELSON: John Michaelson, bar number 7822,  
13 on behalf of the Robyn Friedman and Donna Simmons.

14 MR. BECKSTROM: Your Honor, James Beckstrom on  
15 behalf of Kimberly Jones, Guardian of the protected person.

16 MR. KEHOE: Good morning, Your Honor. Ty Kehoe for  
17 Jerry Yeoman, the husband of the protected person, who is also  
18 present in the courtroom. The husband, not the protected  
19 person.

20 THE COURT: Good morning.

21 MS. SIMMONS: Good morning.

22 MR. PICCOLO: Matthew Piccolo, co-counsel for Mr.  
23 Yeoman.

24 THE COURT: Good morning, Counsel. This is on for a

1 few things. I've read all the documents and we have some  
2 dates coming up. This is a petition for return of property.  
3 Let's take that issue up first and the property specifically  
4 is the dogs, correct? Counsel?

5 MR. BECKSTROM: Correct, Your Honor. It's a pretty  
6 straightforward petition. It's for personal property that Ms.  
7 June was gifted during marriage. We've provided the Court  
8 what is undisputed clear and convincing evidence of that. The  
9 gift was a collective gift from June's children.

10 We've provided you with purchase receipts for the  
11 cost of the dog, declarations supporting the same, and there's  
12 no dispute here that this was a gift to June as to the first  
13 dog.

14 THE COURT: Mr. Beckstrom, Counsel argues in their  
15 opposition that even if it was a gift to June, somehow the  
16 property was transported or converted to community property.  
17 Would you say this is chattel in its best definition?

18 MR. BECKSTROM: That's correct, Your Honor. A dog  
19 is -- an example is a piano, and I gave the Court the example  
20 of the piano. The piano gifted to one person, just because  
21 another person's able to use the piano, pays for some  
22 maintenance for the piano, does not transmute the piano into  
23 someone else's personal property.

24 Now, a person can make a claim for money they've

1 paid towards maintenance and can maintain a civil suit for  
2 that, but you cannot transmute the character of the property.  
3 We went to great lengths to distinguish the cases cited in  
4 there and there's no authority that says you can transmute  
5 personal property by allowing someone to use it or by someone  
6 putting their name on something and claiming its theirs.

7           It's not real estate, you can't have an adverse  
8 possession type taking of the property and --

9           THE COURT: There's such as commingling?

10          MR. BECKSTROM: Yeah, there is. And -- Judge, if  
11 you look at the case on commingling --

12          THE COURT: Well, I mean money.

13          MR. BECKSTROM: Commingling of money, commingling of  
14 funds, to --

15          THE COURT: Can we commingle chattel?

16          MR. BECKSTROM: No, you cannot. The chattel -- you  
17 can't split a dog in half, the Court's had cases for dogs.  
18 The dog is personal property, if you take the emotion out of  
19 it, you can't cut the dog in half. It's personal property.

20                 And there's no allegation here that there was any  
21 commingling to purchase the dog. And that's the only inquiry  
22 the Court makes here. None. They're saying that because  
23 we've done some to maintain for the dog, therefore, we have  
24 ownership, and that's not the law. If they want to seek

1 reimbursement for that down the line, that's one thing. But  
2 you can't transmute the character of the property.

3 And if you look at the cases they cited, that's  
4 proven. The only case they cite, the closest one they can is  
5 an Illinois case, and it has to do with a gift from a husband  
6 to what he said himself is a bedroom set. He bought it prior  
7 to marriage, the wife and him used the bedroom set together.  
8 The Court found the husband intended to make the gift to the  
9 community, right? Very different situation here.

10 We have a third party gift. You have unequivocal  
11 evidence stating yeah, we gave this gift to my mom for her  
12 birthday, you have receipts of who purchased the dog, and you  
13 have the dogs living with mom and her husband well be it, for  
14 years. And then Mom's cognitive impairment declines, kids  
15 find out, they start to question husband, they start to  
16 question husband's son, guess what, dogs are retained and they  
17 haven't been back in two months now, three months.

18 So this is very straightforward. There's no basis  
19 for these dogs to even be at the house as it stands. And at  
20 the best, they're making a 50 percent claim to it. There's  
21 nothing that indicates these dogs should permanently be  
22 residing with Mr. Yeoman.

23 THE COURT: I'm sorry, Counsel. Your appearance for  
24 the record?

1 MS. RENTZIOS: Constantina Rentzios from the Legal  
2 Aid Center, bar number 13747, appearing on behalf of Ms. Maria  
3 Parra-Sandoval from my office who's not present today.

4 THE COURT: Good morning. Counsel, Ms. Simmons,  
5 Donna Simmons, one of the daughters, is on the telephone  
6 today.

7 MS. RENTZIOS: Okay.

8 THE COURT: Counsel is arguing his motion first  
9 regarding the property, the dogs, and I've asked a couple of  
10 questions.

11 MS. RENTZIOS: Okay.

12 THE COURT: Continue, Counsel.

13 MR. BECKSTROM: Judge, I mean, I -- I think that's  
14 clear, the law's clear on this issue, and I want to be clear  
15 to point out that there is no allegation that these dogs were  
16 purchased with community funds.

17 We have the first dog that, like I said, there's no  
18 evidence to dispute the -- the purchase or the gift.  
19 Evidentiary hearing was asked, one is not necessary under the  
20 statute, and I'll point out that the purpose of the  
21 guardianship statutes are to reduce the expense of litigation  
22 to the protected person.

23 It's in the guardianship bill of rights and this is  
24 a continued attempt to drag this through yet additional

1 litigation. If I have to put up evidence as to who purchased  
2 the dogs, it's not going to change one bit from those  
3 declarations. We have everyone here who filled out a  
4 declaration. So to the extent an evidentiary hearing's  
5 sought, it's a complete waste of time and money and I mean,  
6 the opposition is clear, it's -- it's all emotional arguments  
7 and that's just -- doesn't cut it.

8           As to the second dog, facts are further clear that  
9 in 2014, this dog was bred by June's son. It was given to her  
10 as a gift and it was not a gift to -- to both Mr. Yeoman and  
11 June, it was a gift to June, gift to Mom. So, there's nothing  
12 additional that's going to become discoverable to aid the  
13 Court in finding who owns these dogs. It's -- it's all there,  
14 and you know, a motion I -- I understand and in all candor, my  
15 clients are willing to allow the dogs to go over and see Jerry  
16 once in a while because they're good people.

17           But June owns the dogs. And June has told not only  
18 her attorney, but repeatedly tells her guardian that I want my  
19 dogs back. Okay? That's one of the only joys June has right  
20 now, so she wants her dogs, the only time she really gets up  
21 to be able to meaningful exercise was when she was able to  
22 walk her dogs. Okay? She did it with assistance.

23           Contrary to what's in the opposition, she's not  
24 wheelchair bound and she's entitled to her property. And

1 that's the Court's only decision today is how to protect the  
2 protected person, and that's to give her her property back.

3 So if you don't have any other issues or questions  
4 on -- on the return of the property, I'm happy to answer them,  
5 but --

6 THE COURT: Not for now.

7 MR. BECKSTROM: Thank you.

8 THE COURT: Thank you. Counsel?

9 MR. KEHOE: Thanks, Your Honor. One of the issues  
10 that is maybe missed here is that even if these were -- even  
11 if Nicky (ph), the first dog, was a gift to June back in 2011,  
12 that was eight years ago. There's eight years of interceding  
13 activity during which time June could do anything she wants  
14 with the dog. She could give it to Jerry, she could sell it.

15 What they're arguing is that somehow because they  
16 allegedly gave the dog to June eight years ago, that they  
17 retained some sort of control or influence over what she does  
18 with that dog after it's hers. And the evidence is clear that  
19 for eight years, June considered this dog to be a joint  
20 property dog. That's what the evidence shows. And that's  
21 important to remember.

22 Secondly, Charlie. I don't know how they profess  
23 that because Scott's daughter's dog was a sperm donor that  
24 somehow that made Nicky's puppies Scott's daughter's puppies.

1 And I'm not a dog breeder, but I don't think that's how it  
2 works. I don't think just because that dog got Nicky pregnant  
3 that all of a sudden these are Scott's dogs. So I think  
4 there's a clear issue as to Charlie.

5 The purchase of the dogs, they say --

6 THE COURT: Well, let's get back to Charlie then.  
7 What do you -- what is your argument that Charlie is community  
8 property?

9 MR. KEHOE: I -- I think Nicky was community  
10 property. I think both of them have treated both of these  
11 dogs --

12 THE COURT: So can you answer --

13 MR. KEHOE: -- as community property.

14 THE COURT: -- my question? Generally, the issues  
15 and the reported cases about community property come up in  
16 divorce, right? Not necessarily at the guardianship cases.  
17 And so when we talk about community property, when somebody's  
18 looking for an offset, there's some type of, you know,  
19 question as to how the judge is supposed to split up this  
20 property and give somebody credit or not credit, but there's  
21 certain community property.

22 The cases about conversion or commingling or  
23 transmutation come because how -- out of how the funds are  
24 held and used sometimes. How -- what do you think makes a



1 gift transmute during time?

2 MR. KEHOE: June treating it as if it is Jerry's  
3 property. That's how. June -- again, June could have 100  
4 percent gifted these dogs to Jerry. All of the paperwork that  
5 we've provided indicates that June permitted Jerry to be on  
6 title. Chips, vets, Jerry did all of the initial vaccinations  
7 for Nicky. His handwriting is on that vaccination sheet.  
8 Literally from day one, Jerry was the caretaker of this dog.  
9 That --

10 THE COURT: Can I ask you something?

11 MR. KEHOE: Sure.

12 THE COURT: So just as I might allow my nanny or  
13 caretaker or my mother or my sister to take my children to get  
14 vaccinated, do I then give up some type of rights to that --  
15 to those children because I allow somebody else to take care  
16 of them?

17 MR. KEHOE: Well, and this is where the evidentiary  
18 issues comes in, Your Honor.

19 THE COURT: No, I think this is a -- purely a legal  
20 question.

21 MR. KEHOE: I -- well, that's not what the statutes  
22 say. The statutes say before you take somebody personal  
23 property away, and we've got the cliché of possession is nine-  
24 tenths of the law, and he disputes --

1 THE COURT: I don't do things by cliché, Counsel.

2 MR. KEHOE: He disputes stealing the dogs. That's  
3 totally disputed. They voluntarily gave him the dogs, because  
4 they know that's where the dogs should be.

5 So what the statutes call for is a due process  
6 process before this Court takes away somebody's personal  
7 property. There is a citation that's required, we need to  
8 start a formal proceeding with a citation, and there is an  
9 evidentiary hearing process that the statutes call for.

10 So let's talk about the gift. I mean, they're just  
11 making this bald face assertion that this was a birthday gift.

12 First of all, it was three months before the  
13 birthday, so that's interesting. Second of all, there's an  
14 intervening Christmas, so what -- if it was two months before  
15 Christmas, why wasn't it a Christmas gift instead of a  
16 birthday gift in January?

17 Third of all, let's look at that paypal receipt.  
18 Does it say gift to June? Does it say purchased by June's  
19 children? No. What it says is deposit from, who, June Jones.  
20 Doesn't say deposit from Perry (ph), doesn't say deposit from  
21 Robyn, doesn't say deposit from June's children, those  
22 documents say nothing about a gift.

23 The breeder doesn't remember. They profess that the  
24 breeder confirms that this was a gift. That's not what the

1 breeder's email says. The breeder's email says I don't have  
2 the records.

3           So they filed a motion claiming this is all clear  
4 and obvious. We filed an opposition saying no, this isn't  
5 clear and obvious, we need an evidentiary hearing. They file  
6 a reply brief saying oh no, we don't, but what do they include  
7 with the reply brief? Four new affidavits. Four new  
8 declarations. Which change some of the prior declarations.  
9 Plus, new documentary evidence, none of which we've had a  
10 chance to respond to or address.

11           The -- the process of this gift is not adequately  
12 explained. I mean, you -- you talk about if you let your  
13 nanny do something, I don't know how often you've received a  
14 gift, maybe from your parents or something, that they say now  
15 your husband doesn't get any part of this.

16           THE COURT: Quite a lot, actually, Counsel.

17           MR. KEHOE: Okay.

18           THE COURT: You could tell my husband that. All  
19 right. Also, I have no relation to Mark Key and Arbach (ph),  
20 so it's not that Mark Key who's my husband.

21           MR. KEHOE: So they never make clear how this was  
22 conveyed. I mean, they talk about this being a gift and yet,  
23 this payment allegedly made for June. I'm sure June doesn't  
24 have a Paypal account, maybe she asked Perry hey, can you pay

1 for these dogs for me? But they don't convey how was this  
2 presented? Who picked up the dogs, Your Honor? I don't know  
3 if you caught that. Jerry and June picked up the dogs. They  
4 didn't buy these dogs or the first dog Nicky and take it over  
5 to June and say here's a gift. Jerry and June went and picked  
6 up the dog. That's undisputed by them.

7           How did they convey Jerry doesn't have any rights to  
8 this? That's not clear. That's not discussed. So the  
9 undisputed facts are Jerry cared for the dogs for eight years.  
10 There's no evidence denying that. June did not care for the  
11 dogs. There's no evidence denying that.

12           June cannot now care for the dogs. And I think  
13 that's a huge consideration, Your Honor. Why take the dogs  
14 away from the caregiver and give them to Kimberly? And the  
15 evidence before you is that when Kimberly had the dogs last  
16 time, one dog came back about 15 percent lower weight and both  
17 dogs were uncared for.

18           They -- they haven't brought up the dogs for two  
19 months. So it's an interesting issue of if this is so  
20 valuable and important to June or to them, why has it never  
21 been brought up. Two attorneys have sent over a detailed list  
22 of things that they're looking for; the dogs are never  
23 mentioned. So as far as the -- the evidentiary hearing,  
24 there's at least 15 or so misstatements in their reply brief.

1 And frankly, Your Honor, that's one of our concerns throughout  
2 this case, is that these allegations are made without  
3 evidence.

4 And so, to start with, Perry, which is Robyn's  
5 husband, says in his declaration, which is Exhibit 2 to her  
6 reply brief, Nicky was purchased by me. I was the only person  
7 who paid for Nicky. But the reply brief says the evidence  
8 also shows June's children paid for Nicky. Well, that's not  
9 true. June's children did not pay for Nicky.

10 The reply brief Exhibit 1, which is Robyn's brief --  
11 or reply -- or declaration, says no one other than Perry and I  
12 paid for Nicky. Now what's ironic about that, Your Honor, is  
13 I presume it would be reasonable for Robyn to say well, my  
14 husband paid for it. That's -- we're a community, we act like  
15 we're one.

16 MS. FRIEDMAN: We're not. We're separate.

17 THE COURT: Ma'am.

18 MS. FRIEDMAN: Sorry.

19 THE COURT: Mr. Michaelson.

20 MR. KEHOE: But that same theory ironically would  
21 apply to these dogs and June's treatment of these dogs with  
22 her husband.

23 Perry says in his declaration, Nicky was given to  
24 June Jones as a birthday gift collectively from my family,

1 Perry's family, and Robyn's siblings; June's children. He's  
2 the only one. He contradicts everybody else. Everybody else  
3 says these were a gift solely from June's children. He says  
4 well, no, it was actually from me. I paid for it, it's from  
5 me and my family also. And there's three contradictions of  
6 that.

7           Interestingly, Robyn, Perry and Kimberly's  
8 declarations all say that Nicky was purchased in 2019. That's  
9 clearly a mistake. Reasonable typo? Probably. But all three  
10 of them reading this declaration separately, signing it  
11 separately, declaring under penalty of perjury that it's true  
12 and correct, all three of them include that same mistake?  
13 That's an evidentiary issue.

14           The -- the reply brief says out of courtesy,  
15 Kimberly taking dogs -- Kimberly took the dogs back and forth.  
16 And all of these are footnoted to these alleged declarations.  
17 Declarations say nothing about Kimberly taking the dogs back  
18 and forth between the Craft house and the concrete house where  
19 Jerry and June stayed.

20           That's not -- it's not the reality. The reply brief  
21 says in -- again in the body, June has consistently cared for  
22 Nicky and Charlie. That's false. There is no evidence of  
23 that. They don't even suggest it in their declarations.

24           The reply brief says emails between Jerry and Robyn

1 confirmed this. There's one email from the breeder to Robyn,  
2 it -- there's no emails between them. It doesn't confirm  
3 anything except that photos were sent and there are not  
4 multiple emails. But again, if you only read the pleading,  
5 which I can understand and not cross-check it with all of the  
6 declarations, the pleading presents it as a fact, drops a  
7 footnote that says it's in the attached declaration, but it's  
8 not. Time after time after time.

9           The reply brief says all of June's children  
10 confirmed that Nicky was purchased from Jerry as a birthday  
11 gift from June. This is patently false. All we have is  
12 Kimberly and June -- I mean Kimberly and Robyn saying that.

13           Donna, who's on the phone who was a temporary  
14 guardian, hasn't signed a declaration. Terri who was here as  
15 the neutral party, you know, at the first hearing from  
16 Arizona, hasn't signed a declaration. And yet again,  
17 presented as fact.

18           Robyn says she communicated with the breeder about  
19 the circumstances surrounding the purchase and that's in --  
20 but that's false. Perry communicated with the breeder.

21           They say that -- repeatedly say the dogs have always  
22 resided -- or lived at the Craft house. They know that's not  
23 true. I didn't -- we keep on telling them it's not true, I  
24 don't know why they keep on fighting it.

1           They know that Jerry and June and the dogs lived at  
2 the concrete house since about May. I don't think they're  
3 going to dispute that at all.

4           MS. FRIEDMAN: Yes.

5           MR. KEHOE: They'll -- they also --

6           THE COURT: Mr. Michaelson, like that.

7           MR. MICHAELSON: Yeah.

8           THE COURT: I'm done.

9           MR. MICHAELSON: I know.

10          MS. FRIEDMAN: Sorry.

11          MR. KEHOE: I don't think they also would dispute  
12 that Jerry and June traveled in a motor home for months out of  
13 the years, regularly gone for months on end in a motor home.  
14 The dogs weren't at Craft during that time. And yet, they  
15 continue to suggest this narrative.

16          The reply brief says, prior to and during June's  
17 battle with cognitive impairment, June has consistently cared  
18 for Nicky and Charlie. Again, footnoted, but not in the  
19 declarations. It's nowhere in any evidence.

20          And then the evidence also demonstrates that Charlie  
21 was similarly gifted to June by Scott from his litter of dogs.  
22 Again, how does Nicky's litter of dogs become Scott's?  
23 There's no -- no explanation for that.

24          So we understand that there are issues here with



1 these dogs, Your Honor. We have suggested that the parties  
2 try to resolve those issues. Those requests were entirely  
3 ignored. We -- we have considered maybe mediation makes  
4 sense. But they end their brief with there are no equitable  
5 arguments in favor of Jerry if Your Honor finds that these are  
6 community property. And -- and that's just false.

7           June cannot provide for the care. Jerry has always  
8 provided for the care. Kimberly undisputedly provided  
9 inadequate care. We brought that up and they never contested  
10 it.

11           Jerry's health condition and then not brought up for  
12 two months. So under this piano theory, if Your Honor was in  
13 divorce court considering a long, drawn out contested divorce,  
14 and one party said hey, I want the piano, while -- while we're  
15 going through this divorce process. And the other party says  
16 well, Your Honor, she's never used the piano, I'm a concert  
17 pianist, I use this piano regularly all the time, if there is  
18 a contest over this for X amount of time, then it would seem  
19 to make sense to let the piano stay with me, the person who  
20 has always used it, the only person that uses it, the person  
21 that gets the value out of it.

22           As far --

23           THE COURT: And then, Counsel, consistent with that,  
24 there would be extreme offset, so the -- if the piano's worth

1 \$1,000, somebody would be giving up \$1,000 to the other side.

2 So what's -- what's the offer up?

3 MR. KEHOE: We are happy to buy new dogs, we are  
4 happy to pay, we are happy to agree that upon Mr. Yeoman's  
5 passing, the dogs can go back to June. We are happy to go to  
6 mediation and try to come up with a solution.

7 THE COURT: I think all of those things I don't have  
8 jurisdiction over. Anything else?

9 MR. KEHOE: I don't know --

10 THE COURT: Pre-estate planning for your client is  
11 not within my jurisdiction.

12 MR. KEHOE: Well, but the parties can agree to that.

13 THE COURT: Sure.

14 MR. KEHOE: And that's -- we do have jurisdiction  
15 over mediation. You can order the parties to mediation.

16 THE COURT: Anything else, Counsel?

17 MR. KEHOE: No, Your Honor.

18 THE COURT: Counsel?

19 MS. RENTZIOS: Your Honor --

20 THE COURT: You've read all the pleadings or Ms.  
21 Parra-Sandoval has?

22 MS. RENTZIOS: I have all of them.

23 THE COURT: Okay. And I -- I don't see a filing  
24 from your office on this issue. Do you have a representation?

1 MS. RENTZIOS: Yes, Your Honor. Ms. June has  
2 represented to Maria that she does want the dogs back, she  
3 asks for them everyday. She was willing to share them with  
4 Jerry if they could come up with some kind of amicable  
5 agreement. On point with the community property and  
6 transmutation, I would venture to say that okay, we're using  
7 all these analogies; pianos and this and that. If I'm gifted  
8 a car from let's say my parents and I'm married, and I ride in  
9 that car with my husband, every now and then he takes the car  
10 for an oil change, if we divorce or split up, that car doesn't  
11 belong to him, it's still mine.

12 And I'd say that in this regard that the animals are  
13 the same. I understand it's a more emotional subject, but the  
14 fact is we're disputing whether or not the Paypal money was  
15 this child's or this child's husband, well, the fact is it's  
16 not Jerry and June's money that paid for the dogs. So we're  
17 kind of skirting around the issues which are that the dog was  
18 not paid for with community property; Nicky.

19 Secondly, Counsel has asked how breeding rights work  
20 when it comes to one dog being bred to another. Well, since  
21 Nicky was June's dog and this is just off of breeding rights,  
22 when a dog is studded to another dog, the person who studs the  
23 dog gets to keep the litter, except for I think one or two  
24 picks of the dogs. The rest do belong to the stud, the male,

1 Shih Tzu or whoever it was that was bred to Nicky. So Scott  
2 did -- I believe that was his name. Scott did have the right  
3 to gift that dog to June. It's not community property.

4 And that's I think the only --

5 THE COURT: Counsel, the -- Counsel's asking for an  
6 evidentiary hearing. Counsel says NRS 159.305 controls and a  
7 petition alleging that another person has disposed of money of  
8 the protected person or has evidence of interest of property  
9 to the protected person, and it allows within there the court  
10 to hear -- order people to answer upon oath. And so upon oath  
11 kind of indicates that it allows the Court the possibility of  
12 holding an evidentiary hearing.

13 What is your position on whether or not an  
14 evidentiary hearing is needed and whether that particular  
15 statute controls?

16 MS. RENTZIOS: I would venture to say that an  
17 evidentiary hearing is not needed. I don't think that there's  
18 really any dispute as to -- clear dispute as to ownership,  
19 legally. An evidentiary hearing would be -- I mean, a waste  
20 of resources, a waste of my client's money if she's paying for  
21 some of the counsel here, and I just don't think it's needed.  
22 If it were, I would request that the dogs be returned to June  
23 in the meantime, and then based on the finding at the  
24 evidentiary hearing if Your Honor did find that they were

1 better suited or I guess more legally owned by Jerry, then  
2 they would be returned. But in the meantime, she's already  
3 been without them.

4           They're her companion animals as well. And this  
5 poor woman is suffering from some cognitive issues, so I would  
6 hate for her to have to be without these dogs any longer.

7           THE COURT: Counsel, do you think it -- I -- I think  
8 I know what you're going to say, but I'm going to make sure  
9 that chattel or property, a specific property, not funds;  
10 \$10,000, cannot be transmuted or commingled?

11           MS. RENTZIOS: Absolutely, Your Honor.

12           THE COURT: All right. Anybody else on that issue?

13           MR. BECKSTROM: Yeah, Judge. I'd like to address a  
14 couple points here, because what Mr. Kehoe argued was  
15 nonexistent law and they were emotional facts. And we  
16 provided the Court with case after case from the Nevada  
17 Supreme Court that says when you look at characterization of  
18 property, you disregard opinions. I thought, this sounds  
19 right, would be a good idea, to -- going back to the piano  
20 example, that's false. The courts don't do that.

21           So the ownership issue is clear. There's no dispute  
22 here except for Mr. Kehoe and his clients who tend to believe  
23 that, you know, June comes up cognitive impairment, they  
24 snatch the dogs, take them to their house, and now it's oh, we

1 have the dogs, the presumption is look, we have them, come and  
2 get them, and there's been nothing here to suggest what's  
3 going to change during an evidentiary hearing.

4 Now, it's a ludicrous attack on the declarations.  
5 What you have here is clear. There's notes saying gift for  
6 June Jones, here's the purchase receipts. You want me to put  
7 Mr. Friedman up here, let's do it right now, it's going to  
8 take five minutes. Do you want me to put all the kids up here  
9 and say it was a gift, fine. What evidence is he going to  
10 have that says it wasn't a gift? None.

11 The gift is undisputed from the children. And  
12 that's the issue. Everyone sees it except Mr. Kehoe. So  
13 that's nonexistent for the Court to even consider. Best  
14 interest of the dogs is nonexistent for the Court as well.  
15 They're not children. They are a chattel. That's all they  
16 are.

17 I'm sorry everyone in this room doesn't want to hear  
18 that, but they are personal property. Nothing unlike a table.  
19 Okay? We don't cut the dogs in half, there has been clear and  
20 convincing evidence put in front of you to show that they were  
21 separate property, nothing to show that it's been transmuted.

22 And if the Court looks at the case law on  
23 transmutation of property, let's look at it. It's always when  
24 a husband or wife puts the property in a deed in writing

1 changing the name on it, puts the wife on the account, lets  
2 the wife draw out of the account, makes a material  
3 representation to change that property. And that's not here.

4           So that is a nonissue. And the facts are the dogs  
5 have consistently lived in the Craft Avenue property. In  
6 fact, Jerry lived there for years. So just because, you know,  
7 in the past six months when June's, you know, children came in  
8 and saw wow, what's happening to -- Mom's not right, he has  
9 now taken the dogs. Just because he goes and puts his name on  
10 a microchip and takes the dog to the vet does not convey  
11 ownership. It's irrelevant.

12           And you only need an evidentiary hearing for  
13 material facts. It is an issue of law as to what the  
14 characterization of the property is, we've cited the case law  
15 to the Court, and you can make that finding right now.

16           THE COURT: Okay. Thank you. Anything else on that  
17 issue, Mr. Kehoe?

18           MR. KEHOE: Yes, Your Honor.

19           THE COURT: And I don't mean to keep ignoring you,  
20 Counsel, but if you -- if you need to say something, please  
21 feel free.

22           MR. PICCOLO: No, he's lead Counsel, so he's --

23           THE COURT: All right. Thank you.

24           MR. KEHOE: And he is whispering suggestions, Your

1 Honor. The statute 159.305(2) says each party to the petition  
2 may produce witnesses and such witnesses may be examined by  
3 either party. That's the due process that the legislature has  
4 set up.

5 THE COURT: May.

6 MR. BECKSTROM: Yeah, it's a may. And that's what I  
7 wanted to point out to the Court.

8 MR. KEHOE: Yes, because we don't have to examine  
9 them. And just because they file a petition, Your Honor  
10 doesn't have to issue a citation if you believe that the  
11 petition is rogue or it's by a -- by a -- you know, a pro per  
12 and Your Honor says you know what, no, I -- I don't think  
13 there's enough here to cite this person in to court to decide  
14 whether or not they should have to return the property that's  
15 in their position.

16 But here, that's what Your Honor is considering, is  
17 ordering Mr. Yeoman to return property that is in his  
18 possession. And I believe the statute says one, that Your  
19 Honor is required to cite him in to court if that's what  
20 you're considering doing, and that he has the right to examine  
21 the witnesses against him. And that's just standard general  
22 law for -- for due process.

23 Again, I think that's being missed as the  
24 transmutation is what June did with the dogs for eight years.



1 I think that's relevant. They're saying well, he stole the  
2 dogs and then went out and put a chip in, that's totally false  
3 again. The evidence is that the chip was in his name before  
4 any of these issues ever arose.

5 The -- it's -- it rela --

6 THE COURT: We have a lot of other things. Anything  
7 else on the dogs today?

8 MR. KEHOE: It reminds me of the probate cases where  
9 there's a dispute about grandpa's pocket watch. And one  
10 grandchild says grandpa gave me that pocket watch, and the  
11 other grandchildren say well, no, he couldn't have done that,  
12 he promised it to me or something else. I have lost every one  
13 of those cases, Judge, because you can't prove what grandpa  
14 did with his pocket watch over the years. And they cannot  
15 prove what June did with these dogs --

16 THE COURT: Is it --

17 MR. KEHOE: -- for eight years.

18 THE COURT: Isn't it your burden to prove if you --  
19 if you believe that June gifted it to him, that that would be  
20 for you to prove?

21 MR. KEHOE: We have. We have presented evidence to  
22 that effect, through all of this documentation. Jerry also  
23 puts in his declaration that he never heard this discussed as  
24 a gift. You do have contradicting evidence here, Your Honor.

1 THE COURT: Okay. So what I'm going to do is this:

2 I disagree with Mr. Kehoe that I have to hold an  
3 evidentiary hearing, but we have a date set. I'm going to set  
4 it for evidentiary hearing on that day. You have all of 30  
5 minutes to finalize this issue.

6 I'll tell you that it is a likely Court outcome that  
7 I accept the statements of law and conclusions of law as set  
8 forth from the Petitioners in this case. I think it's clear.  
9 It -- the dogs would -- in this case, it's not divorce case,  
10 so your best argument is that it was somehow a gift to your  
11 client, but we don't have a letter gifting it, we don't have  
12 anything gifting that. I'm not inclined to accept your legal  
13 arguments about that it was -- there's some transmutation or  
14 best interest of the dogs or that he was the primary caretaker  
15 or that the name on the chip is dispositive as to ownership,  
16 all of those things. Okay?

17 Your best argument and second then, is that it's  
18 somehow community property. She has a right to community  
19 property. These two are not divorced. The finality and final  
20 issue of ownership would then, after a guardianship decision,  
21 would be left to the divorce court really, right? So it is  
22 likely at that evidentiary hearing, based on what I'm seeing  
23 today, that those -- I would make an order turning over those  
24 dogs to the protected person immediately.

1 I would expect to hear a request for attorneys fees.  
2 I think that this issue we have spent a lot of ink and  
3 argument today on, but I think that we will hear it to resolve  
4 any due process and -- issues for appellate purposes on the  
5 evidentiary hearing that we have set.

6 I'll tell you, though, I think that the law is very  
7 well settled, the presentation of the law was very well done  
8 in the brief. Legal Aid agrees with her position and there we  
9 go.

10 So let's go to the civil suit.

11 MR. BECKSTROM: Your Honor, just as a side note  
12 then.

13 THE COURT: Yes.

14 MR. BECKSTROM: So as of now, based on the -- the  
15 Court's -- I know it's not a preliminary ruling, but the dogs  
16 should be returned until the pendency of the hearing.

17 THE COURT: You know, I -- I am concerned about the  
18 inability to work together in this case and the position that  
19 she has -- she hasn't seen the dogs in months and months.

20 MR. BECKSTROM: Well, and that's the concern.

21 THE COURT: Well, and that concerns me. And if --  
22 you know, if -- if that's their strategy to continue that, and  
23 let this poor lady not even see her dogs, for a couple of  
24 months, then what a strategy and what a statement you're

1 making to me. All right?

2 So I -- I'm not going to make that order. They are  
3 at the bottom, their best day is community property, right,  
4 and so she -- she should be seeing these dogs. You know, I  
5 don't want to set a -- a visitation schedule for the dogs.

6 MR. BECKSTROM: And I don't think that's necessary.  
7 But even if -- if the one dog we've suggested being returned  
8 during the pendency, I mean, this is all June has and  
9 likewise, I understand Jerry has a relationship with these  
10 dogs, but this was her request. This was her request to her  
11 attorney, this has been her request repeatedly to her  
12 guardian, and I think it's unfair through the holiday season  
13 to not allow June have one dog while the Court recognizes 99.9  
14 percent of everything is going to be shown as true in this 30-  
15 minute upcoming evidentiary hearing, the dogs should be  
16 returned during the pendency. That's what equity would allow.

17 THE COURT: Counsel, do -- would you stipulate to  
18 return one dog until that February date? What is it, February  
19 20th?

20 MR. KEHOE: I asked my client that, Your Honor,  
21 because it was in their pleading and he said no.

22 MR. BECKSTROM: Okay.

23 MR. KEHOE: He said these dogs have literally never  
24 been separated.

1 MR. BECKSTROM: So I want that on the record so the  
2 Court can take note that this is what we're dealing with. So  
3 if the Court's decision is not to allow both dogs because he  
4 doesn't want to return them, his best day, which isn't going  
5 to happen, is he gets 50 percent, which is he can't cut the  
6 dog in half, and Your Honor's going to decide what happens  
7 with the dog. So we want Nicky at least through the holidays.  
8 That's what's fair.

9 THE COURT: Counsel?

10 MS. RENTZIOS: I would have to agree with that, Your  
11 Honor.

12 THE COURT: Counsel, and I know that I -- you're a  
13 bit hamstrung because you're not Ms. Parra-Sandoval today.

14 MS. RENTZIOS: Correct.

15 THE COURT: But what has the protected person's  
16 wishes about those dogs and her communication been?

17 MS. RENTZIOS: She does want them back. She asks  
18 about them everyday, every time Maria goes to see her, talks  
19 to her, she asks about the dogs. She's adamant that she wants  
20 them. She misses them dearly, it's a source of distress for  
21 her, and emotional turmoil.

22 Like I did say, she did say she was willing to share  
23 them with Jerry, but it doesn't sound like Jerry's willing to  
24 share them with her. And I understand --

1 MR. KEHOE: That's not true.

2 MS. RENTZIOS: -- the need for due pr -- excuse me.  
3 I understand the need for due process to take the dogs from  
4 her (sic), but she wasn't given due process when they were  
5 taken from her and she's really the legal, rightful owner. So  
6 I would have to agree with Counsel that at least one of the  
7 dogs should be returned to her so she can have some type of --

8 THE COURT: Mr. Kehoe, as to a temporary order  
9 before that February hearing?

10 MR. KEHOE: Oh, I -- for the reasons I stated,  
11 Judge, the -- I think we still have not accomplished due  
12 process. That's what Your Honor is recognizing. We  
13 completely --

14 THE COURT: No, no, no. No, no. That's not -- let  
15 me make sure. What I'm trying to do is make an absolutely  
16 perfect record and eliminate every issue on appeal so that  
17 this litigation isn't prolonged and we don't have attorneys  
18 fees that are just adding up and adding up and adding up, so  
19 we don't have a writ going to the Supreme Court in the middle  
20 of this litigation and then your request to stay litigation as  
21 to major issues over the dogs. Okay?

22 So I am not recognizing that an evidentiary hearing  
23 requires due process. To the contrary, I've said that I  
24 accept the law as presented by the Petitioners. However, in

1 order to eliminate all issues on appeal, I'm setting it for  
2 evidentiary hearing. So --

3 MR. KEHOE: And I think that makes sense, Your  
4 Honor.

5 THE COURT: Okay. So as to a temporary order  
6 pending that evidentiary hearing?

7 MR. KEHOE: I -- I don't see any grounds to separate  
8 these dogs.

9 THE COURT: Okay. So the dogs have been with Jerry  
10 since May; is that right?

11 MR. BECKSTROM: No, they've been there -- they were  
12 --

13 MS. FRIEDMAN: October.

14 MR. BECKSTROM: -- at the Craft Avenue house, we  
15 produced records of the caretakers who were with June, a third  
16 party, who was walking the dogs with June at the Craft Avenue  
17 house. They have lived there.

18 THE COURT: How long has Jerry had them in his sole  
19 possession?

20 MR. BECKSTROM: The past two months, approximately.

21 THE COURT: Two months? Okay.

22 MS. FRIEDMAN: Like October.

23 MR. BECKSTROM: He's refused to return them.

24 THE COURT: Okay. So I -- at -- as an issue of

1 equity, I think it makes sense to return them by 5:00 tomorrow  
2 to her temporarily, pending the evidentiary hearing. She will  
3 have them for less than two months, certainly. Mr.  
4 Michaelson?

5 MR. MICHAELSON: When you're -- when you --

6 THE COURT: Because he's had them in his sole  
7 possession for two months and she can have them in her  
8 possession for less than two months and I'll make a final  
9 decision in February at the evidentiary hearing.

10 Mr. Michaelson, you wanted to say?

11 MR. MICHAELSON: I just -- thank you, Your Honor. I  
12 just wanted to point out that this is a classic definition of  
13 elder abuse. Under NRS 200, when parties take action that  
14 causes emotional distress to a person, that is elder abuse.  
15 And that's what's gone on here; we took the house and then  
16 said come and get me. Took her out of state, said come and  
17 get me. Take the dogs, say come and get me. That's a  
18 strategy and that is elder abuse consistent and throughout  
19 this is what the statutes were talking about.

20 Another thing I'd point out about this that's --  
21 that is consistent with what Your Honor is saying is the  
22 guardianship statutes are drawn up to have a certain level of  
23 economy to them because of these situations. And this is  
24 being drug out to an extreme degree over every case. I just -



1 - I agree and appreciate your ruling on this about the  
2 evidentiary hearing.

3 I think when the weight of the evidence is on one  
4 side, you normally wouldn't have to hold that, but I agree in  
5 this case maybe to prevent all possibility of that.

6 One last thing is on the micro chip, the micro chip  
7 was inserted after the onset of dementia. And for whatever  
8 reason, upon information and belief, Jerry put his name on it  
9 and then put his daughter as like the secondary person on the  
10 chip. And what that means is if he passes away, which they've  
11 acknowledged in their pleadings he's terminal, if he passes  
12 away, the dogs, they're -- now there's a legal confusion  
13 argument about them going to Jerry's daughter and not back to  
14 June.

15 And so I would ask that you authorize the guardian  
16 to take whatever action is necessary to change that chip, even  
17 if it's to put it in a more neutral posture, but it just can't  
18 be the way Jerry put that.

19 THE COURT: Counsel, as to the chip, I mean, I don't  
20 know even if I order something about the chip today, it would  
21 be executed before that February date.

22 MR. KEHOE: There's no evidence about that chip,  
23 Your Honor. I don't believe it's true that it happened after  
24 -- or before -- after her cognitive impairment. I'm not aware

1 of that, there's no evidence to that fact. And -- and these  
2 statements continue to be made, Your Honor. I mean, they're -  
3 - they're worried about the dogs and they're not worried about  
4 June being with her husband. They literally went to Arizona  
5 and kidnapped June from her husband.

6 And they're talking about elder abuse by Jerry.

7 THE COURT: All right. We're getting far afield.

8 MR. BECKSTROM: Yes.

9 THE COURT: As to the civil suit --

10 MR. KEHOE: So -- no, I'm sorry. As to the dogs, we  
11 request a stay pending appeal, because we will be appealing,  
12 Your Honor.

13 THE COURT: Denied.

14 MR. MICHAELSON: Your Honor, may I just make one  
15 minor -- I know we need to move on.

16 THE COURT: Yeah.

17 MR. MICHAELSON: But on that chip point, maybe you  
18 could say since he says there's no evidence, maybe you could  
19 say a limited order that said if it is discovered that the  
20 chip registration in some way leaves the dogs in terms of that  
21 micro chip processing to his daughter, that if that's the  
22 case, that the guardian can take whatever steps are necessary  
23 to undo that.

24 THE COURT: Mr. Michaelson, I'm not -- I really

1 don't think that the chip designation is dispositive as to  
2 ownership, okay?

3 MR. MICHAELSON: Agreed.

4 THE COURT: And that I will part and parcel of my  
5 decision in February will be about the chip. I don't want to  
6 make a temporary order about the chip and then have to change  
7 it again. Okay?

8 MR. MICHAELSON: Understood.

9 THE COURT: All right. As to the civil action;  
10 Counsel?

11 MR. BECKSTROM: Judge, very brief on this issue. I  
12 don't think I need to say much more than what's gone on here.  
13 The guardian, and the Court recognized this during the last  
14 October 15th hearing, the guardian has looked at the facts,  
15 she's obtained as many bank statements as she could so far,  
16 she's found a significant trail of what we believe is elder  
17 abuse at -- to Mr. Michaelson's point, we do believe there has  
18 been intentional actions since these proceedings have started  
19 to punish June. And she's suffering mentally from this.

20 Her guardian can testify that she's having bowel  
21 issues, she's being stood up by her husband for visits who's  
22 not coming. The keeping of the dogs from her. The money  
23 taken from the accounts which we've asserted. These issues  
24 need to be brought in a separate civil case. We're ready to

1 bring it. We've presented the Court with the draft petition  
2 for the same, and we'd ask that the Court allow us leave to  
3 file that.

4 THE COURT: Mr. Kehoe.

5 MR. KEHOE: The issue, Your Honor, is whether it  
6 makes sense to continue to run up fees. They're -- they're  
7 happy to run up fees on some things and then they complain  
8 about running up fees on others. Your Honor has already  
9 ordered a financial analysis of June's records and an analysis  
10 of the Craft house transaction. That's already pending. So  
11 why would Your Honor suggest that -- I think there's seven or  
12 more attorneys involved now, go out and start their own  
13 independent investigation pursuing the same claims?

14 If Your Honor wants to, we don't really oppose it.  
15 But it doesn't seem to comport --

16 THE COURT: It's not my decision, it's the  
17 guardian's decision. They're asking for permission.

18 MR. KEHOE: It doesn't seem to comport with their  
19 interest in reducing the expenses of this case. So -- so  
20 they're going to go spend tens of thousands of dollars  
21 pursuing these claims and there's nothing even alleged  
22 ongoing. There is no urgency, there is no anything that needs  
23 to be stopped.

24 THE COURT: Does the statute of limitations need to

1 be preserved, Counsel?

2 MR. BECKSTROM: Well Judge, arguably there'd be a  
3 tolling argument here, but I mean --

4 THE COURT: Well, that would be the argument.

5 MR. BECKSTROM: It would be the argument, but yeah,  
6 let -- let's put it this way. The house still remains in  
7 Dick's name, so that's a real pressing issue to my client,  
8 right? Sole asset. When you ask her hey, did you sign your  
9 house over --

10 THE COURT: There was a representation that that was  
11 going to be done or resolved early on --

12 MR. BECKSTROM: Yeah.

13 THE COURT: -- in this litigation and it still  
14 hasn't. Counsel --

15 MR. BECKSTROM: There's also been representations  
16 that they would be forthcoming with information, we've  
17 received a big fat nothing. So we need a civil case and he  
18 doesn't even have standing to be arguing this. This is the  
19 Court's decision as to whether we have a good faith basis to  
20 bring a civil suit to protect a protected person. We've  
21 presented ample evidence of that and it just needs to be cut  
22 off at that, Judge.

23 THE COURT: Okay. Well, I'm going to let him oppose  
24 it. He filed an opposition which was interesting.

1 MR. KEHOE: Again, to protect the protected person.  
2 THE COURT: Sure.  
3 MR. KEHOE: There -- there is no protection  
4 currently needed. There is resolution of prior issues and  
5 we've always acknowledged that. But that's what Your Honor is  
6 trying to address with the report on January 14th.  
7 THE COURT: Well, I'm --  
8 MR. KEHOE: The only --  
9 THE COURT: Hold on. Ms. Jones is here. She just -  
10 - Ms. Jones, your appearance for the record?  
11 MS. S. JONES: Sonia Jones, Guardianship Compliance  
12 Office, Financial Forensic Specialist. I came to hear the  
13 facts of this hearing today.  
14 THE COURT: Thank you, Ms. Jones. And I see that  
15 you're -- you're on for the 14th for your return; is that  
16 right?  
17 MS. S. JONES: Yes.  
18 THE COURT: All right.  
19 MS. S. JONES: I just -- I just came to get clarity  
20 --  
21 THE COURT: All right. Do --  
22 MS. S. JONES: -- on what --  
23 THE COURT: Do you have any questions from today or  
24 anything you want to add?

1 MS. S. JONES: Well, I plan to do a review. I just  
2 wanted direction at -- I know they're married, I didn't -- I  
3 got confused when I was reading all the notes and minutes.

4 THE COURT: Well, I don't know why you would be  
5 confused with the 3,000 filings in this case, Ms. Jones.

6 MS. S. JONES: I never -- I never have to come to  
7 hearings like this, but it was so much stuff going on with the  
8 home and they're still married, so I got a little confused as  
9 to what am I looking for, what time period, where are the --  
10 where's the money in the account, are they joint accounts. I  
11 just need basic information. I would like to work with the  
12 guardians to divvy out what I'm looking for.

13 THE COURT: Certainly. And I'd ask from Counsel,  
14 that each of you -- if Ms. Jones calls you with a question or  
15 needs some clarification on something she reads, would you  
16 certainly be able to give --

17 MR. KEHOE: One hundred percent, Your Honor.

18 THE COURT: -- give her that information?

19 MR. BECKSTROM: Yeah, and I intend to reach out to  
20 her actually.

21 THE COURT: Mr. Michaelson?

22 MR. BECKSTROM: And that's -- that's -- we want to  
23 give her as much information as we can.

24 THE COURT: All right. Okay. That would be

1 helpful. Anything else, Ms. Jones, that you want to add?

2 MS. S. JONES: That is all.

3 THE COURT: All right. Thank you. Sorry. Go  
4 ahead, Mr. Kehoe.

5 MR. KEHOE: The only thought, Your Honor, is their  
6 lawsuit now is bringing in Candy Powell who is the wife of  
7 Dick Powell, that Dick is the one that purchased the home from  
8 June. I -- I personally believe that this is just additional  
9 harassment. This is additional sour grapes by them against my  
10 clients and that Candy is an indication of that. And an  
11 additional indication, but we'll litigate it when we need to  
12 litigate it.

13 But one of their claims in their complaint, if you  
14 happen to see, is that they gave June tens of thousands of  
15 dollars in gift cards, which my clients allegedly stole from  
16 June. Stole these \$10 McDonald gift cards that existed in the  
17 massive amount of tens of thousands of dollars worth. This  
18 is lunacy what's going on here.

19 It -- it just doesn't need to be going like this.  
20 And -- and we don't need seven more attorneys pursuing a --  
21 another lawsuit while Ms. Jones is capably investigating the  
22 same.

23 THE COURT: I'll tell you in seven months, Ms. Jones  
24 has never had to attend a hearing so that she can understand



1 what's going on. I'd argue or just notice --

2 MS. S. JONES: Never.

3 THE COURT: -- that this might be a complicated  
4 circumstance.

5 MR. BECKSTROM: Judge, there's not seven attorneys.  
6 I don't know what representation it is. Mr. Luszeck's not  
7 here, I'm here in his place, there's going to be one attorney  
8 handling this issue, so to that extent it doesn't mean  
9 anything, but --

10 THE COURT: Well, I don't think you'd think I'd  
11 approve billings for seven lawyers.

12 MR. BECKSTROM: Of course, Judge. And -- and that's  
13 the point. And you know, why -- I don't want to litigate the  
14 merits of this case, there's a lot of facts that we're going  
15 to have to discover in the A case.

16 THE COURT: It's not in front of me.

17 MR. BECKSTROM: It's not.

18 THE COURT: That's for the A case. And listen, that  
19 Judge can -- can dole out sanctions and --

20 MR. BECKSTROM: Right.

21 THE COURT: -- dismiss and grant summary judgments  
22 and do all kinds of things. It's not for me to comment or --

23 MR. BECKSTROM: Correct.

24 THE COURT: -- or predict, and I don't know.

1 Counsel, as to the filing of the civil litigation.

2 MS. RENTZIOS: June has let Maria know that she's  
3 okay with a suit being filed against Candy and the husband,  
4 her husband, but not against Jerry. She doesn't want to  
5 pursue anything against her husband.

6 MR. BECKSTROM: And --

7 THE COURT: Is he named in the litigation?

8 MR. BECKSTROM: Well, he is, Judge, because as you  
9 know, we have to be careful how we plead this and -- and we  
10 understand June's position as to this is her husband, but we  
11 have to protect her interest. And as the evidence shows right  
12 now, it shows that he cleared out those marital accounts. So  
13 --

14 THE COURT: Despite your -- June's concerns, and I  
15 understand those and those are reasonable and I've considered  
16 that, and the opposition filed by Mr. Kehoe for the filing of  
17 the civil suit, the guardians are going to be granted the  
18 opportunity to file that civil suit as the caption reads  
19 currently with the inclusion of Jerry among others.

20 All right. Counsel, you'll get an order for that.

21 That leaves then any other issues today, Counsel?

22 MR. BECKSTROM: I don't think so, Judge. Do we have  
23 a date for that evidentiary hearing?

24 THE COURT: I do have future dates; one January 14th

1 at 1:30 for the investigator's report, then I have another  
2 date February 20th at 1:30 for evidentiary hearing/status  
3 check. I'm going to give you each 30 minutes to deal with  
4 this dog issue.

5 I'm going to give you direction to stipulate to the  
6 entry of some documents, because just the documents themselves  
7 we're going to 30 minutes hustle right through. I don't want  
8 opening arguments, I'm going to take closing briefs, the law  
9 you've already given me, and I think is pretty clear. So  
10 we're going to have to hustle through that. I don't want to  
11 spend an inordinate amount of time on that.

12 MR. BECKSTROM: And Your Honor, can we just have  
13 permission to have some of the witnesses appear  
14 telephonically? We have two in California, I'd hate to have  
15 them fly out here. That's Scott Simmons --

16 THE COURT: Do you have any objection to that,  
17 Counsel?

18 MR. KEHOE: No, Your Honor.

19 THE COURT: All right.

20 MR. BECKSTROM: Thank you.

21 THE COURT: Counsel, you have to file that notice.

22 MR. BECKSTROM: Yeah, I'll do that.

23 THE COURT: Before the hearing so we have the phone  
24 numbers. Anything else from today?

1 MR. KEHOE: I doubt it's going to go anywhere, Your  
2 Honor, but the question of supervision, supervised visits that  
3 came up at the last hearing and that Your Honor had concern  
4 about medical records and Mr. Yeoman's fitness to be alone  
5 with his wife, we obtained a doctor's -- or medical provider's  
6 declaration regarding that. The representations were made in  
7 connection with disputing the order that we could do a  
8 stipulation and order down the road if we are willing to be  
9 compliant.

10 We have now provided that to --

11 THE COURT: Counsel, they got you that declaration?

12 MR. BECKSTROM: I haven't seen this.

13 THE COURT: Ms. Parra-Sandoval, you got that? Not,  
14 Ms. Parra --

15 MR. BECKSTROM: This is the first time I've heard --

16 MS. RENTZIOS: I didn't see that.

17 THE COURT: Okay. Did you -- oh no.

18 MR. KEHOE: Yes. It went to the guardian's only  
19 attorney that existed at that time which is Mr. Luszeck and he  
20 responded with additional concerns.

21 MR. BECKSTROM: Well, what is the request right now?  
22 Are you wanting -- are you --

23 THE COURT: I think he's talking about there was --  
24 there was issues at the last hearing about visitation between

1 husband and wife and whether or not that needed not  
2 necessarily --

3 MR. BECKSTROM: Correct.

4 THE COURT: -- supervised might be the incorrect  
5 description, but that he was not capable physically, there was  
6 some real question about caring for her on his own --

7 MR. BECKSTROM: Uh-huh.

8 THE COURT: -- during those visitations.

9 MR. BECKSTROM: Correct.

10 THE COURT: Certainly, you know, there was question  
11 about whether or not someone should be at the house to take  
12 care of her if she falls, right?

13 MR. BECKSTROM: Correct. Yep.

14 THE COURT: Or -- or take care of her if she needs  
15 something. And that was part of the concern. Your  
16 predecessor had requested some medical records. They opposed.  
17 They didn't want to turn over any medical records. And so I  
18 said well, you know --

19 MR. BECKSTROM: Yeah, and I'm -- so I'm on the same  
20 page.

21 THE COURT: -- no unsupervised.

22 MR. BECKSTROM: Yeah, and nothing -- there's been no  
23 change of circumstances. All we know now is that he's in  
24 apparently worse condition, he's quote unquote terminal, and

1 we need all those medical records. I'll speak with Mr.  
2 Luszeck as to what happened, but I think the events today have  
3 showed you that there are concerns of him being alone with  
4 June, not only physically, but for the representations that  
5 have gone forward; not wanting to release the property back to  
6 her, not wanting to -- to work in good faith to share these  
7 dogs.

8           While it may be kind of a stupid thing, that's a big  
9 deal when the Court has to consider the safety of the  
10 protected person. So nothing's changed.

11           THE COURT: Well Counsel, it sounds as though he  
12 didn't get any documents you sent -- you sent over to --

13           MR. KEHOE: Well, I don't think he had appeared at  
14 that point.

15           THE COURT: Right. But you sent them over to his  
16 colleague has gotten them; is that right?

17           MR. KEHOE: Yeah, his -- his co -- well, Mr.  
18 Luszeck.

19           THE COURT: All right. Received them?

20           MR. KEHOE: His co-counsel.

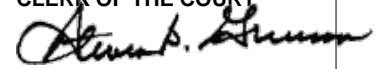
21           MR. BECKSTROM: Yeah.

22           MR. KEHOE: Absolutely.

23           THE COURT: And you've had conversations with him?

24           MR. KEHOE: Yes.

1 THE COURT: Okay. Well, it sounds like he hasn't --  
2 MR. BECKSTROM: We need the medical records.  
3 There's --  
4 THE COURT: It's not on the calendar today.  
5 MR. BECKSTROM: Yeah.  
6 MR. KEHOE: Right.  
7 THE COURT: And he doesn't have the information that  
8 -- or perhaps privy to the conversations you have, so you  
9 continue to work on that and if it becomes further an issue,  
10 you can put it back on calendar.  
11 MR. KEHOE: Okay.  
12 THE COURT: Thank you, Counsel.  
13 MR. BECKSTROM: Court's going to issue an order?  
14 THE COURT: Counsel, you'll get me an order. You'll  
15 get me an order.  
16 MR. BECKSTROM: Thank you, Your Honor.  
17 THE COURT: Thank you.  
18 (PROCEEDINGS CONCLUDED AT 10:35:21)  
19 \* \* \* \* \*  
20 ATTEST: I do hereby certify that I have truly and  
21 correctly transcribed the digital proceedings in the above-  
22 entitled case to the best of my ability.  
23 /s/ Kimberly C. McCright  
24 Kimberly C. McCright, CET



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13 *Guardian of Kathleen June Jones*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

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

12 KATHLEEN JUNE JONES

13 An Adult Protected Person.

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

14 **NOTICE OF ENTRY OF ORDER**

15 Please take notice that an Order Granting Motion for Return of Protected  
16 Person and Motion for Confirmation to Bring Civil Actions on Behalf of Kathleen June Jones  
17 was filed on the 23rd day of December, 2019, a copy of which is attached hereto.

18 Dated this 23rd day of December, 2019.

19 MARQUIS AURBACH COFFING

20  
21 By /s/ James A. Beckstrom

22 Geraldine Tomich, Esq.  
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**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing **NOTICE OF ENTRY OF ORDER** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 23rd day of December, 2019. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:<sup>1</sup>

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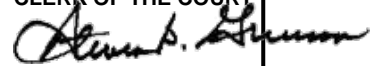
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I further certify that I served a copy of this document by mailing a true and correct copy thereof, postage prepaid, addressed to:

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).



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13 Guardian of Kathleen June Jones

8 DISTRICT COURT  
9 CLARK COUNTY, NEVADA

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

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

13 KATHLEEN JUNE JONES

14 An Adult Protected Person.

15 **ORDER GRANTING MOTION FOR RETURN OF PROPERTY OF PROTECTED**  
16 **PERSON AND MOTION FOR CONFIRMATION TO BRING CIVIL ACTIONS OF**  
17 **BEHALF OF KATHLEEN JUNE JONES**

18 ☐ TEMPORARY GUARDIANSHIP

- 19 ☐ Person  
20 ☐ Estate  
21 ☐ Person and Estate

☒ GENERAL GUARDIANSHIP

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

22 ☐ SPECIAL GUARDIANSHIP

- 23 ☐ Person  
24 ☐ Estate ☐ Summary Admin.  
25 ☐ Person and Estate

☐ NOTICES/SAFEGUARDS

- ☐ Blocked Account Required  
☐ Bond Required

26 The Petition for Return of Property of Protected Person, and the Petition for Confirmation  
27 to Bring Civil Actions on Behalf of Kimberly Jones, having come before the Court on the 10th  
28 day of December, 2019 at 9:30 a.m., and this Court having considered the pleadings, papers,

Page 1 of 3

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DISTRICT COURT  
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1 declarations, and documents on file herein, the arguments of counsel, and being  
2 otherwise fully advised following a duly noticed hearing and good cause appearing  
3 hereby FINDS as follows:

4 1. The COURT FINDS AND ADOPTS the legal authority as presented by Petitioner  
5 concerning the characterization of the dogs as personal property.

6 2. The COURT FURTHER FINDS an evidentiary hearing for return of property  
7 under NRS 159.315 is not mandatory, but hereby sets the matter for an evidentiary hearing on  
8 February 20, 2020, with the following conditions:

- 9 a. Petitioner's witnesses located in California are authorized to appear  
10 telephonically;  
11 b. Each side shall be limited to thirty (30) minutes;  
12 c. The parties shall stipulate to the entry of documents with proposed  
13 exhibits submitted to the Court by February 3, 2020;  
14 d. No opening statements will be allowed;  
15 e. Closing briefs will be ordered by the Court; and  
16 f. The Court shall consider a motion for attorney's fees and costs following  
17 the conclusion of the February 20, 2020 hearing.

18 3. The COURT FURTHER FINDS based on the documentary and testimonial  
19 evidence submitted by the parties, and the report from counsel of the protected person, with each  
20 party having the opportunity to be heard, Petitioner has set forth a prima facie case that the dogs  
21 (commonly referred to as Nikki and Charlie) were gifted to the protected person and therefore  
22 separate property of the protected person, as presented in the declarations presented by  
23 Petitioner.

24 4. The COURT FURTHER FINDS that based upon the documentary and testimonial  
25 evidence submitted by the parties and the report from counsel of the protected person, both dogs  
26 having been in the sole possession of Respondent for the past two months and the protected  
27 person not having had access to the dogs during this time, good cause exists to enter a  
28 TEMPORARY GUARDIANSHIP ORDER pursuant to NRS 159.305, ordering the return of

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1 Nikki and Charlie to the Guardian of the protected person by **December 11, 2019 by or before**  
2 **5:00 P.M.**, until the Court's decision following the forthcoming February 20, 2020 evidentiary  
3 hearing.

4 5. The COURT FURTHER FINDS Petitioner has set forth good cause to file a civil  
5 action on behalf of the protected person against each of the parties listed within Petitioner's  
6 moving papers and hereby authorizes the Guardian to initiate a civil lawsuit within the Eighth  
7 Judicial District Court.

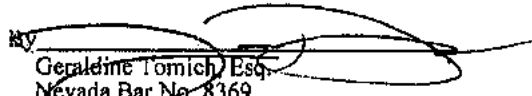
8 **IT IS SO ORDERED.**

9 Dated this \_\_\_\_ day of December, 2019.

12 DISTRICT COURT JUDGE

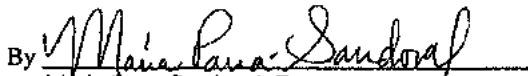
13 Prepared and Submitted by:

14 **MARQUIS AURBACH COFFING**

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24 Kathleen June Jones

21 Approved as to Form and Content:

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25 Maria Parra-Sandoval, Esq.  
26 Attorney, Consumer Rights Project  
27 Legal Aid Center of Southern Nevada, Inc.  
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2 **5:00 P.M.**, until the Court's decision following the forthcoming February 20, 2020 evidentiary  
3 hearing.

4 5. The COURT FURTHER FINDS Petitioner has set forth good cause to file a civil  
5 action on behalf of the protected person against each of the parties listed within Petitioner's  
6 moving papers and hereby authorizes the Guardian to initiate a civil lawsuit within the Eighth  
7 Judicial District Court.

8 **IT IS SO ORDERED.**

9 Dated this 20 day of December, 2019.

10  
11  
12   
13 DISTRICT COURT JUDGE  
14 LINDA MARQUIS 

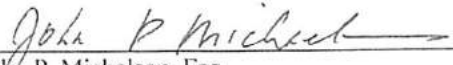
14 Prepared and Submitted by:

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