

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

KATHLEEN JUNE JONES,

Appellant,

vs.

ROBYN FRIEDMAN; AND DONNA
SIMMONS,

Respondents.

No. 83967

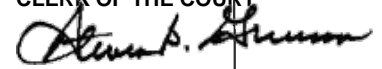
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Elizabeth A. Brown
Clerk of Supreme Court

RESPONDENTS' APPENDIX
Volume 9 (Nos. 1482–1483, 1490–1687)

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Attorneys for Respondents, Robyn Friedman and Donna Simmons



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Attorneys for Co-Guardians

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Kathleen June Jones,)

An Adult Protected Person.)

Case Number: G-19-052263-A

Department: B

INVENTORY, OATH AND VERIFIED RECORD OF VALUE

Pursuant to NRS 159.085, Robyn Friedman and Donna Simmons, each of whom served as temporary guardians of the person and estate of Kathleen June Jones, hereby submit an Inventory of the estate of Kathleen June Jones as of the conclusion of their service as guardians, which is attached hereto as **Exhibit 1**.

The Oaths of the temporary guardians of the estate concerning the Inventory as required by NRS 159.085(3) are attached hereto as **Exhibit 2**.

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1 Verified Records of Value in lieu of appraisals concerning the property of the protected
2 person as enumerated in the Inventory are attached as **Exhibit 3. See NRS 159.086(2).**

3 DATED this 4th day of May, 2020.

4 MICHAELSON & ASSOCIATES, LTD.

5 

6 John P. Michaelson, Esq.
7 Nevada Bar No. 7822
8 2200 Paseo Verde Parkway, Ste. 160
9 Henderson, Nevada 89052
10 Counsel for Co-Guardians
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EXHIBIT 2

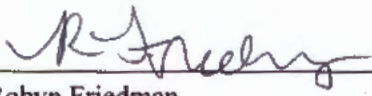
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OATH

STATE OF NEVADA)
): ss.
COUNTY OF CLARK)


The undersigned Robyn Friedman being first duly sworn, hereby deposes, says, and solemnly swears that the accompanying Inventory contains a true statement of: (1) all of the estate of Kathleen June Jones which came into the possession or knowledge of the undersigned during her term of service as temporary guardian; (2) all of the money that belongs to the protected person insofar as was known to the undersigned during her term of service as temporary guardian; and (3) all of the just claims of the protected person against the undersigned during her term of service as temporary guardian, as was known to the undersigned as of the conclusion of the temporary guardianship.

Upon information and belief, all property listed in the Inventory is the sole and separate property of the protected person.


Robyn Friedman

SUBSCRIBED and AFFIRMED before me this

1st day of ^{May}~~April~~ 2020, by Robyn Friedman.


Notary Public in and for said County and State
Clark NV

OATH

STATE OF CALIFORNIA)
): ss.
COUNTY OF ORANGE COUNTY)

The undersigned Donna Simmons being first duly sworn, hereby deposes, says, and solemnly swears that the accompanying Inventory contains a true statement of: (1) all of the estate of Kathleen June Jones which came into the possession or knowledge of the undersigned during her term of service as temporary guardian; (2) all of the money that belongs to the protected person insofar as was known to the undersigned during her term of service as temporary guardian; and (3) all of the just claims of the protected person against the undersigned during her term of service as temporary guardian, as was known to the undersigned as of the conclusion of the temporary guardianship.

Upon information and belief, all property listed in the Inventory is the sole and separate property of the protected person.


Donna Simmons

SUBSCRIBED and AFFIRMED before me this

1st day of ~~April~~ ^{May} 2020, by Donna Simmons.

Please see attached notarized jurat
Notary Public in and for

JURAT

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

State of California

County of Riverside

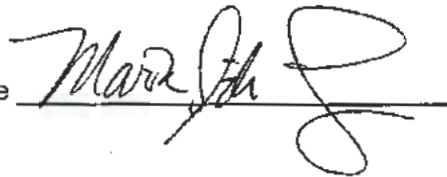
Subscribed and sworn to (or affirmed) before me on

this 1st day of May, 20 20

by Donna Simmons

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature



(Seal)

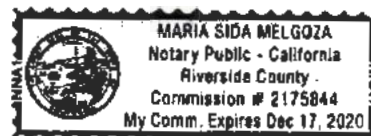



EXHIBIT 3

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VERIFIED RECORD OF VALUE IN LIEU OF APPRAISAL

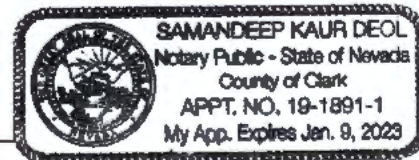
Pursuant to NRS 159.086(2), the undersigned Robyn Friedman, former temporary guardian of the person and estate of Kathleen June Jones, hereby certifies that the property described in the Inventory in this matter – where a value is assigned - is property where the value can be determined with reasonable certainty. Items for which the value is listed as “unknown” require further investigation and/or litigation to quantify, and the undersigned is no longer serving as temporary guardian and therefore not in a position to value the property.


Robyn Friedman

SUBSCRIBED and AFFIRMED before me this

1st day of ^{May}~~April~~, 2020, by Robyn Friedman.
(30)


Notary Public in and for said County and State
Clark NV



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Donna Simmons
Donna Simmons

Please see attached notarized jurat

JURAT

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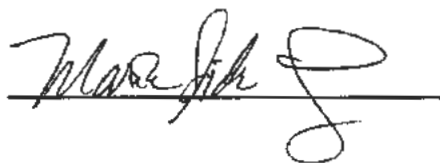
State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me on
this 1st day of May, 20 20,

by Donna Simmons

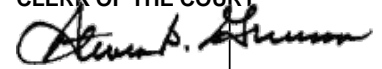
proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.

Signature



(Seal)





PTEG

John P. Michaelson, Esq.
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DISTRICT COURT

CLARK COUNTY, NEVADA

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

Kathleen June Jones,)

An Adult Protected Person.)

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

HEARING REQUESTED

PETITION FOR DISCHARGE OF TEMPORARY CO-GUARDIANS

Petitioners, Robyn Friedman and Donna Simmons (hereinafter "Petitioners"), by and through the law firm of Michaelson & Associates, Ltd., hereby file this Petition for Discharge of Temporary Co-Guardians and represent the following to this Honorable Court:

1. On December 27, 2005, Kathleen June Jones ("Ms. Jones") executed a Healthcare Power of Attorney naming her daughter Kimberly Jones ("Kimberly") as her Attorney-in-Fact for healthcare decisions and a General Power of Attorney naming Kimberly as her Attorney-in-Fact for financial matters.

2. On October 24, 2012, Ms. Jones executed a new Financial Power of Attorney again naming Kimberly as her Attorney-in-Fact for financial matters.

3. On November 23, 2012, Ms. Jones executed a Last Will and Testament which named Kimberly as Ms. Jones' chosen Personal Representative and guardian over her person and estate.

1 4. In 2019, Ms. Jones had a neurological evaluation at the Lou Ruvo Center for Brain Health
2 at the Cleveland Clinic. Dr. Marwan Sabbagh indicated in his letter of September 5, 2019, that Ms.
3 Jones suffered a *degenerative neurological disorder resulting in impairment of memory, judgment*
4 *and other cognitive functions* and recommended Ms. Jones be appointed a guardian. See
5 Confidential Physician's Certificate of Incapacity and Medical Records (hereinafter "Confidential
6 Medical Records") filed with this Court on September 19, 2019.

7 5. On September 9, 2019, Ms. Jones underwent a second evaluation this time by Dr. Gregory
8 Brown who indicated that Ms. Jones suffered from "Dementia [Neurocognitive Disorder]" and
9 that Ms. Jones "would fulfill the requirements for a guardianship of both person and estate as
10 defined by Nevada Revised Statute." See Confidential Medical Records.

11 6. On September 19, 2019, Petitioners filed an Ex Parte Petition for Appointment of
12 Temporary Guardian of the Person and Estate and Petition for Appointment of General
13 Guardianship (hereinafter "Petition").

14 7. As set forth in the Petition, there was great concern regarding who should care for Ms.
15 Jones, what kind of care she should receive, where she should live, *i.e.*, visitation by family
16 members, accountability for expenditures of Ms. Jones' funds, and the transfer of her home to the
17 daughter and son-in-law of her husband, Gerald Yeoman ("Mr. Yeoman"), for far less than market
18 value without any notice to or discussion with any of Ms. Jones children, nor Kimberly, her
19 designated attorney-in-fact, even though Mr. Yeoman and his family knew full-well about
20 Kimberly being Ms. Jones' attorney-in-fact.

21 8. As their mother's ability to care for herself had declined over the years, Petitioners had
22 asked Kimberly and Mr. Yeoman, on multiple occasions, to provide a care plan for Ms. Jones.
23 Petitioners felt strongly that plans needed to be made in advance for the inevitable day that Mr.
24
25

1 Yeoman would be unable to provide the necessary care for Ms. Jones. Petitioners, Kimberly, and
2 Mr. Yeoman could not come to an agreement as to Ms. Jones' care.

3 9. On September 23, 2019, an Order Granting the Ex Parte Petition for Appointment of
4 Temporary Guardians of the Person and Estate was entered appointing Petitioners as temporary
5 guardians. Letters of temporary guardianship were subsequently granted.

6 10. On September 25, 2019, Maria L. Parra-Sandoval, Esq. of the Legal Aid Center of Southern
7 Nevada was appointed as counsel for Ms. Jones.

8 11. On October 3, 2019, the Court entered another order extending the temporary guardianship
9 as well as the appointment of Petitioners as temporary guardians.

10 12. On October 15, 2019, this Court having heard oral argument on the appointment of
11 Petitioners as general guardians for Ms. Jones, having heard Ms. Jones' wishes to have Kimberly
12 serve as her guardian, and Kimberly agreeing to the appointment as general guardian after
13 becoming evident to the Court that the powers of attorney granted to Kimberly had not been
14 sufficient to protect Ms. Jones and that a general guardianship was, in fact, necessary, this Court
15 ordered that Kimberly be appointed as general guardian of the person and estate of Ms. Jones.
16

17 13. As a result of the appointment of a general guardian, the temporary guardianship
18 terminated.

19 14. Nevada Revised Statutes ("NRS") 159.085(2) provides, "[a] temporary guardian of the
20 estate who is not appointed as the general or special guardian shall file an inventory with the court
21 by not later than the date on which the temporary guardian files a final accounting as required
22 pursuant to NRS 159.177. "
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1 15. On May 5, 2020, Petitioners filed an Inventory of the estate reporting all assets that came
2 into their possession, all the money that belongs to the protected person, and all of the just claims
3 of the protected person against the guardian. NRS 159.085(3).

4 16. The temporary guardians had very limited information as to their mother's assets as they
5 were never provided with a list of her assets and/or bank accounts as requested from Mr. Yeoman
6 and/or Kimberly.

7 17. However, in the weeks Petitioners served as temporary guardians, they neither took
8 possession, custody nor control of any of Ms. Jones' property. In fact, Petitioners expended
9 significant sums of their own money in support of the protected person as the protected person
10 lacked access to any monies or income at the time.

11 18. Having been aware that Ms. Jones' owned a timeshare located in Puerto Vallarta, Mexico,
12 knowing that their mother wanted to keep the timeshare, and that the maintenance fees on the
13 timeshare had not been paid for approximately four (4) years, Robyn Friedman spent
14 approximately \$3,000 from her personal funds to keep the maintenance fees current.
15

16 19. Petitioners hereby request this Honorable Court to waive the need to file a formal
17 accounting pertaining to their time serving as temporary guardians as neither Robyn Friedman nor
18 Donna Simmons took possession, custody or control of any income or assets of Ms. Jones, as
19 neither Mr. Yeoman nor Kimberly provided any information related to Ms. Jones' accounts and/or
20 income during the time Petitioners were serving as temporary guardians.

21 20. Based upon the foregoing, and in light of the Inventory, Oaths and Verified Records of
22 Value filed by Petitioners, Petitioners request that they be discharged and relieved of any liability
23 from their term as guardians.
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1 WHEREFORE, Petitioners pray:

2 1. That all actions taken by Robyn Friedman and Donna Simmons in serving as temporary
3 co-guardians be ratified and approved;

4 2. That in light of the foregoing, including that Petitioners never took any possession, custody
5 or control of any assets, monies or property of the protected person, along with the Inventory,
6 Oaths and Verified Records of Value filed by Petitioners, the Court dispense with the requirement
7 that Petitioners file an accounting for the period they served as temporary guardians; and

8 3. That Robyn Friedman and Donna Simmons be discharged from any and all liability for
9 their terms of service as temporary co-guardians of the person and estate of Ms. Jones.

10 DATED this 4th day of May, 2020.

11 Respectfully Submitted:
12 MICHAELSON & ASSOCIATES, LTD.

13 
14 John P. Michaelson, Esq.

15 Nevada Bar No. 7822
16 2200 Paseo Verde Parkway, Ste. 160
17 Henderson, Nevada 89052
18 Counsel for Petitioner
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1 VERIFICATION

2 STATE OF NEVADA)
3) ss.
4 COUNTY OF CLARK)

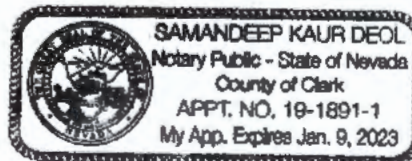
5 Robyn Friedman, being first duly sworn under penalty of perjury, hereby deposes and says:
6 that she is one of the Petitioners in the above-referenced case; that she has read the foregoing
7 Petition for Discharge of Temporary Co-Guardians and that she knows the contents thereof; and
8 that the same are true of her own knowledge, except as to those matters therein stated upon
9 information and belief, and as to those matters, she believes them to be true.

10
11
12 
13 Robyn Friedman

14 SUBSCRIBED to and SWORN to me

15 this 1 day of ^{May}~~April~~, 2020.
16 ₁₈

17 
18 NOTARY PUBLIC in and for said
19 County and State
20 Clark NV



1 VERIFICATION

2 STATE OF CALIFORNIA)
3) ss.
4 COUNTY OF ORANGE COUNTY)

5 Donna Simmons, being first duly sworn under penalty of perjury, hereby deposes and says:
6 that she is one of the Petitioners in the above-referenced case; that she has read the foregoing
7 Petition for Discharge of Temporary Co-Guardians and that she knows the contents thereof; and
8 that the same are true of her own knowledge, except as to those matters therein stated upon
9 information and belief, and as to those matters, she believes them to be true.

10
11 Donna Simmons
12 Donna Simmons

13 SUBSCRIBED to and SWORN to me
14 this 15 day of May, 2020.

15
16 Please see attached notarized Jurat
17 NOTARY PUBLIC in and for said
18 County and State
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JURAT

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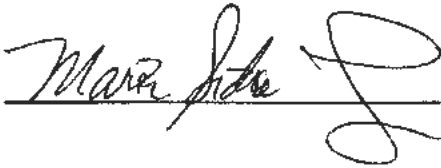
State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me on
this 1st day of May, 20 20

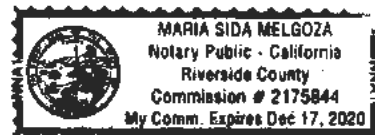
by Donna Simmons

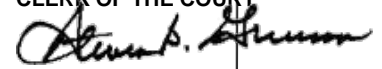
proved to me on the basis of satisfactory evidence to be the person~~s~~ who
appeared before me.

Signature



(Seal)





AFFD

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Attorneys for Co-Guardians

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Kathleen June Jones,)

An Adult Protected Person.)

Case Number: G-19-052263-A

Department: B

**AFFIDAVIT OF ROBYN FRIEDMAN IN SUPPORT OF PETITION FOR DISCHARGE
OF TEMPORARY CO-GUARDIANS**

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, Robyn Friedman, being first duly sworn, states as follows:

1. I am Kathleen June Jones ("Ms. Jones") daughter.

2. On September 19, 2019, I, along with my sister, Donna Simmons, filed a petition to be appointed as our mother's temporary guardians despite repeated failed attempts to consult with and to come up with a care plan for her with our sister, Kimberly Jones ("Kimberly"), who was our mother's designated health care and financial power of attorney, and with our mother's husband, Gerald Yeoman.

1 3. As set forth in our Petition in Support of Termination filed contemporaneously herewith,
2 there was great concern regarding who should care for my mother, what kind of care she should
3 receive, where she should live, *i.e.*, visitation by family members, accountability for expenditures
4 of my mother's assets, and the sale of her home to her husband's daughter and son-in-law for far
5 less than market value without any notice to or discussion with any family members.

6 4. On September 23, 2019, Donna Simmons and I were appointed as our mother's temporary
7 guardians.

8 5. During my appointment as temporary guardian, I repeatedly asked Gerald Yeoman and
9 Kimberly Jones to provide me with medical information related to my mother as well as a list of
10 her bank accounts and other assets. The information requested from Mr. Yeoman and Kimberly
11 was never provided during my term of service.

12 6. On October 3, 2019, an Order was entered extending our appointment as temporary
13 guardians.

14 7. On October 15, 2019, however, Kimberly finally agreed to serve as guardian and was
15 appointed as our mother's general guardian.

16 8. As a result of Kimberly being appointed as general guardian of the person and estate for
17 out mother, our appointment as temporary guardians lapsed.

18 9. On May 5, 2020, I filed with this Court an Inventory, Oaths and Verified Records of Value
19 reporting any and all known assets of my mother's estate. Because I was not provided with
20 information regarding my mother's accounts, the extent and value in those accounts are unknown
21 as indicated on the Inventory.
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10. My mother's SUV as listed on the Inventory was never in my possession and to my knowledge, has always been in the possession of Gerald Yeoman. I have no way of determining the year or model of her SUV.

11. I have seen in my mother's paperwork information regarding the value of her timeshare located in Puerto Vallarta, Mexico but do not know the value. The maintenance fees on the timeshare appeared to have not been paid for about four (4) years. Knowing that my mother wanted to keep the timeshare, I paid approximately \$3,000 from my own funds to keep the maintenance fees current.

12. I did not take possession, custody or control of any income or assets of my mother's estate and request the requirement of a formal accounting be waived, and that I and my sister be discharged from liability for our term of service as co-temporary guardians.

DATED: ^{may 1st}~~April 1st~~, 2020.

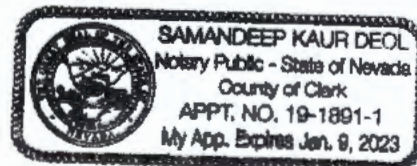
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Robyn Friedman
Robyn Friedman

SUBSCRIBED and AFFIRMED to before me this

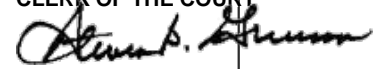
^{may}
1st day of April, 2020, Robyn Friedman.

ry
[Signature]
NOTARY PUBLIC



Submitted by:
MICHAELSON & ASSOCIATES, LTD.

[Signature]
John P. Michaelson, Esq.
Nevada Bar No. 7822
2200 Paseo Verde Parkway, Ste. 160
Henderson, Nevada 89052
Counsel for Petitioner



AFFD

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Attorneys for Co-Guardians

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CLARK COUNTY, NEVADA

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OF THE PERSON AND ESTATE OF:)

Kathleen June Jones,)

An Adult Protected Person.)

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

**AFFIDAVIT OF DONNA SIMMONS IN SUPPORT OF PETITION FOR DISCHARGE
OF TEMPORARY CO-GUARDIANS**

STATE OF CALIFORNIA)
) : ss.
COUNTY OF ORANGE COUNTY)

I, Donna Simmons, being first duly sworn, states as follows:

1. I am Kathleen June Jones ("Ms. Jones") daughter.
2. On September 19, 2019, I, along with my sister, Robyn Friedman, filed a petition to be appointed as our mother's temporary guardians despite repeated failed attempts to consult with and to come up with a care plan for her with our sister, Kimberly Jones ("Kimberly"), who was our mother's designated health care and financial power of attorney, and with our mother's husband, Gerald Yeoman.

1 3. As set forth in our Petition in Support of Termination filed contemporaneously herewith,
2 there was great concern regarding who should care for my mother, what kind of care she should
3 receive, where she should live, *i.e.*, visitation by family members, accountability for expenditures
4 of my mother's assets, and the sale of her home to her husband's daughter and son-in-law for far
5 less than market value without any notice to or discussion with any family members.

6 4. On September 23, 2019, Robyn Friedman and I were appointed as our mother's temporary
7 guardians.

8 5. During my appointment as temporary guardian, I repeatedly asked Gerald Yeoman and
9 Kimberly Jones to provide me with medical information related to my mother as well as a list of
10 her bank accounts and other assets. The information requested from Mr. Yeoman and Kimberly
11 was never provided during my term of service.

12 6. On October 3, 2019, an Order was entered extending our appointment as temporary
13 guardians.

14 7. On October 15, 2019, however, Kimberly finally agreed to serve as guardian and was
15 appointed as our mother's general guardian.

16 8. As a result of Kimberly being appointed as general guardian of the person and estate for
17 out mother, our appointment as temporary guardians lapsed.

18 9. On May 5, 2020, I filed with this Court an Inventory, Oaths and Verified Records of Value
19 reporting any and all known assets of my mother's estate. Because I was not provided with
20 information regarding my mother's accounts, the extent and value in those accounts are unknown
21 as indicated on the Inventory.
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1 10. My mother's SUV as listed on the Inventory was never in my possession and, to my
2 knowledge, has always been in the possession of Gerald Yeoman. I have no way of determining
3 the year or model of her SUV.

4 11. I did not take possession, custody or control of any income or assets of my mother's estate
5 and request the requirement of a formal accounting be waived, and that I and my sister be
6 discharged from liability for our term of service as co-temporary guardians.

7 DATED: April 2020 AS

8 May 1, 2020

9 
Donna Simmons

10 SUBSCRIBED and AFFIRMED to before me this

11 1st day of ^{may} April, 2020, Donna Simmons.

12 Please see attached notarized jurat
13 NOTARY PUBLIC

14 Submitted by:
15 MICHAELSON & ASSOCIATES, LTD.

16 
17 John P. Michaelson, Esq.
18 Nevada Bar No. 7822
19 2200 Paseo Verde Parkway, Ste. 160
20 Henderson, Nevada 89052
21 Counsel for Petitioner
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State of California

County of Riverside

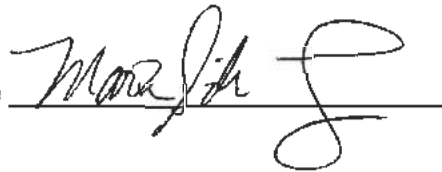
Subscribed and sworn to (or affirmed) before me on

this 1st day of May, 20 20

by Donna Simmons

proved to me on the basis of satisfactory evidence to be the person~~s~~ who appeared before me.

Signature



(Seal)



Steven D. Grierson

1 **NEOJ**
2 JEFFREY P. LUSZECK, ESQ., Bar No. 09619
3 jluszeck@sdfnlaw.com
4 ROSS E. EVANS, ESQ., Bar No. 11374
5 revans@sdfnlaw.com
6 SOLOMON DWIGGINS & FREER, LTD.
7 9060 West Cheyenne Avenue
8 Las Vegas, Nevada 89129
9 Telephone: (702) 853-5483
10 Facsimile: (702) 853-5485

11 *Attorneys for Kimberly Jones*

12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

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

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

17 KATHLEEN JUNE JONES

18 **NOTICE OF ENTRY OF ORDER**

19 An Adult Protected Person.

20 ☐ **TEMPORARY GUARDIANSHIP**

- 21 ☐ Person
22 ☐ Estate
23 ☐ Person and Estate

24 ☒ **GENERAL GUARDIANSHIP**

- 25 ☐ Person
26 ☐ Estate ☐ Summary Admin.
27 ☒ Person and Estate

28 ☐ **SPECIAL GUARDIANSHIP**

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

☐ **NOTICES/SAFEGUARDS**

- ☐ Blocked Account Required
☐ Bond Required

PLEASE TAKE NOTICE that an *Order Granting Petition to Withdraw as Counsel for Guardian* was entered in the above-entitled matter on the 6th day of May, 2020, a true and correct copy of which is attached hereto.

DATED this 7th day of May, 2020.

SOLOMON DWIGGINS & FREER, LTD.

Ross E. Evans

By: JEFFREY P. LUSZECK, ESQ. (#9619)
ROSS E. EVANS, ESQ. (#11374)
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129

Attorneys for Kimberly Jones

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SOLOMONLAW.COM

SOLOMON
DWIGGINS & FREER
P.C.

[Signature]

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 7th day of May, 2020, pursuant to NRCP 5(b), I caused a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER**, to be served to the following in the manner set forth below:

Via:

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

Robyn Friedman and Donna Simmons:

John P. Michaelson, Esq.
MICHAELSON & ASSOCIATES, LTD.
john@michaelsonlaw.com

Kathleen Jones, Adult Protected Person:

Maria L. Parra Sandoval, Esq.
LEGAL AID CENTER OF SOUTHERN NEVADA, INC.
mparra@lacs.org

Rodney Gerald Yeoman:

Ty E. Kehoe, Esq.
KEHOE & ASSOCIATES
TyKehoe@gmail.com

Matthew C. Piccolo
PICCOLO LAW OFFICES
matt@piccololawoffices.com

Laura A. Deeter, Esq.
GHANDI DEETER BLACKAM
laura@ghandilaw.com

Kimberly Jones
Geraldine Tomich, Esq.
James A. Beckstrom, Esq.
MARQUIS AURBACH & COFFING
gtomich@maclaw.com
jbeckstrom@maclaw.com

/s/ Gretta McCall

An employee of SOLOMON DWIGGINS & FREER, LTD.

Steven D. Grierson

JEFFREY P. LUSZECK, ESQ., Bar No. 09619
jluszeck@sdfnlaw.com
ROSS E. EVANS, ESQ., Bar No. 11374
revans@sdfnlaw.com
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: (702) 853-5483
Facsimile: (702) 853-5485

Attorneys for Respondent Kimberly Jones

DISTRICT COURT
CLARK COUNTY, NEVADA

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

KATHLEEN JUNE JONES

An Adult Protected Person.

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

Hearing date: April 15, 2020
Hearing time: 11:00 a.m.

ORDER GRANTING PETITION TO WITHDRAW AS COUNSEL FOR GUARDIAN

On April 15, 2020, at 11:00 a.m., Solomon Dwiggins & Freer, Ltd.'s Petition to Withdraw as Counsel for Guardian came on for hearing before the above-captioned Court. Present at the hearing were Ross E. Evans, Esq., counsel of record for Kimberly Jones, Guardian of the Person and Estate, Maria L. Parra Sandoval, Esq., counsel of record for the Protected Person, and James A. Beckstrom, Esq., counsel of record for Kimberly Jones as Guardian of the Person and Estate. No objection having been filed to the Petition to Withdraw, the Court having reviewed the papers and pleadings on file herein, and good cause appearing, this Court finds and orders as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. Solomon Dwiggins & Freer, Ltd.'s Petition to Withdraw as Counsel for Guardian is hereby granted; and

///

///

///

Settled/Withdrawn:	
<input type="checkbox"/> Without Judicial Conf/Hrg	<input type="checkbox"/> Death
<input checked="" type="checkbox"/> With Judicial Conf/Hrg	<input type="checkbox"/> Age of Majority
<input type="checkbox"/> Alternative Dispute Resolution	<input type="checkbox"/> Restoration of Competency
<input type="checkbox"/> Other Manner of Disposition	<input type="checkbox"/> Order Terminating Guard or Final Accounting
<input type="checkbox"/> Dismissed - Want of Prosecution	Bench (Non-Jury) Trials:
<input type="checkbox"/> Involuntary (Statutory) Dismissal	<input type="checkbox"/> Disposed After Trial Start
<input type="checkbox"/> Default Judgement	<input type="checkbox"/> Judgement Reached
<input type="checkbox"/> Transferred	<input type="checkbox"/> Close Case?

1 of 2

2. All future and further correspondence and pleadings to Kimberly Jones as Guardian of the Person and Estate shall be sent to counsel James A. Beckstrom, Esq., of the law firm Marquis Aurbach Coffing, as counsel for the Guardian.

DATED this 6th day of May, 2020.


DISTRICT COURT JUDGE

LINDA MARQUIS

Respectfully Submitted By:

SOLOMON DWIGGINS & FREER, LTD.

By: /s/ Ross E. Evans

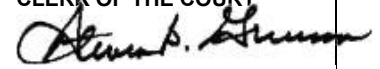
ROSS E. EVANS, ESQ.

Nevada Bar No. 11374

9060 West Cheyenne Avenue

Las Vegas, Nevada 89129

Attorneys for Kimberly Jones



1 **Marquis Aurbach Coffing**
2 Geraldine Tomich, Esq.
3 Nevada Bar No. 8369
4 James A. Beckstrom, Esq.
5 Nevada Bar No. 14032
6 10001 Park Run Drive
7 Las Vegas, Nevada 89145
8 Telephone: (702) 382-0711
9 Facsimile: (702) 382-5816
10 gtomich@maclaw.com
11 jbeckstrom@maclaw.com
12 *Attorneys for Kimberly Jones*

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

11 In the Matter of the Guardianship of Estate of:

12 KATHLEEN JUNE JONES,

14 Protected Person.

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

CHAMBERS
HEARING REQUESTED

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

17 Plaintiff, Kimberly Jones, as Guardian of the Person and Estate of Kathleen June Jones,
18 through the law firm of Marquis Aurbach Coffing, hereby files this Petition for Approval to
19 Refinance Real Property of the Protected Person ("Petition"). This Petition is based on the
20 following Points and Authorities, the pleadings and papers on file herein, and any oral argument
21 by counsel permitted at the hearing on this matter.

22 Dated this 8th day of May, 2020.

23 MARQUIS AURBACH COFFING

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

Page 1 of 7

MAC:15820-002 4033411_1 5/8/2020 5:19 PM

MEMORANDUM OF POINTS OF AUTHORITIES

I. INTRODUCTION

June Jones (“June”) is the sole owner of real property commonly described as 1054 S. Verde Street, Anaheim, CA 92805 (the “Property”). June has owned the Property for years, long before marrying her current husband. The Property is her sole and separate property. The Property has significant equity and currently has a mortgage balance of \$105,865.00 with a 6.5 % interest rate.¹ The Property is currently valued at approximately \$606,109.00.²

For years June has rented the Property for income, which she desperately has relied on. In the most recent years, June rented the Property to her son—Scott Simmons.³ Scott paid June \$1,200 per month.⁴ However, as June’s current situation demands additional income, June in agreement with her Guardian Kimberly determined that June needed to maximize one of her largest assets and could no longer afford to lease the Property to Scott for a reduced amount.⁵

Scott recently has vacated the Property. Unfortunately, the Property is in deplorable shape and is untenable.⁶ While the Property should fetch a monthly rent of approximately \$2,500.00, in its current state the Property cannot be leased.⁷ In order to lease the Property, approximately \$20,000 needs to be invested into the home to make necessary repairs.⁸ To do so, Kimberly with the permission and approval of June seeks to refinance the Property. Refinancing will greatly

¹ Verification of Kimberly Jones, *infra*.

² See Zillow.com Assessment, attached as **Exhibit 1**.

³ Verification of Kimberly Jones, *infra*.

⁴ *Id.*

⁵ *Id.*

⁶ See Photographs of Property, attached as **Exhibit 2**.

⁷ Verification of Kimberly Jones, *infra*.

⁸ *Id.*

benefit June by providing her with additional income and dropping her monthly mortgage approximately \$300.00.

Currently June's monthly income is approximately \$1,500 consisting of social Security.⁹ With June unable to rent her Kraft Avenue Property, because it was taken from her for no consideration by her husband and his son-in-law (the subject of ongoing litigation), June is left only with income from her social security.

June has the ability to refinance the Property at 3.5% and extract \$37,981.00 at the same time.¹⁰ In doing so, June would increase her mortgage to \$150,000 for a fixed term of 30 years, but because of the lower interest rate, her monthly payment would remain almost the same at \$673.57.¹¹ ¹²With this additional money, Kimberly, on behalf of June will be able to rehab the Property and increase her monthly income drastically. The remainder of the funds from the refinance will be utilized for June's well-being and care, where Kimberly will account for all such funds in her required reporting to this Court. This accounting will itemize the work performed, materials purchased, and remaining cash on hand. This transaction is a true "win-win" for June and there is no viable argument this refinance would not be in her best interest. As such, Kimberly asks this Court to authorize her to refinance the existing mortgage.

A. THIS COURT SHOULD APPROVE THE PROTECTED PERSON'S REFINANCE OF HER INVESTMENT PROPERTY.

NRS 159.121 requires court approval for any money "borrowed" on behalf of the protected person. NRS 159.121 states:

NRS 159.121 Borrowing money for protected person.

1. A guardian of the estate, with prior approval of the court by order, may borrow money for the account of the protected person when necessary:

⁹ *Id.*; See also, Accounting, on file.

¹⁰ See Proposed Refinance Terms, Breakdown, Mortgage and Insurance Statement, collectively attached as **Exhibit 3**.

¹¹ *Id.*

(a) To continue any business of the protected person.

(b) To pay claims against the protected person, the guardianship estate or the guardian of the estate as such.

(c) To provide for the proper care, maintenance, education and support of the protected person and any person to whom the protected person owes a legal duty of support.

(d) For any other purpose that is in the best interests of the protected person.

2. If the court determines that the borrowing is necessary or proper, the court shall make an order approving the borrowing and may authorize one or more separate loans. The order shall prescribe the maximum amount of each loan, the maximum rate of interest and the date of final maturity of each loan, and may authorize the guardian to secure any loan by mortgage, deed of trust, pledge or other security transaction authorized by the laws of this state. The order shall describe the property, if any, to be given as security for each loan.

(Emphasis added).

Here, as stated above, this is a straightforward request in the best interest of June. June currently has a mortgage on the Property at a much higher interest rate than what is now available. With the Property untenable, June's financial interests are advanced greatly if she can repair the home and obtain monthly rent from a third party. Kimberly submits the proposed terms for this Court's review as stated in **Exhibit 3**.

Kimberly will provide the Court with photographs and documentation of the repairs upon completion of the remodel, as well as a description of the rental proceeds and all related holding costs.

II. CONCLUSION

Based on the foregoing, Kimberly ask this Court to grant this request to refinance. Thereafter, Kimberly will submit an order to this Court consistent with NRS 159.121(2).

Dated this 8th day of May, 2020.

MARQUIS AURBACH COFFING

By /s/ James A. Beckstrom

Geraldine Tomich, Esq.

Nevada Bar No. 8369

James A. Beckstrom, Esq.

Nevada Bar No. 14032

10001 Park Run Drive

Las Vegas, Nevada 89145

VERIFICATION OF KIMBERLY JONES

Kimberly Jones hereby declares I am the Guardian of the person and estate of June Jones.
I have read the foregoing Petition and know the contents therein. All of the statements in the
Petition are true and correct according to the best of my knowledge.

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

/s/ Kimberly Jones
Kimberly Jones

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **PETITION FOR APPROVAL TO REFINANCE
REAL PROPERTY OF THE PROTECTED PERSON** was submitted electronically for filing
and/or service with the Eighth Judicial District Court on the 8th day of May, 2020. Electronic
service of the foregoing document shall be made in accordance with the E-Service List as
follows:¹³

Ty E. Kehoe, Esq.
KEHOE & ASSOCIATES
871 Coronado Center Drive, Ste. 200
Henderson, NV 89052

Matthew C. Piccolo, Esq.
PICCOLO LAW OFFICES
2450 St. Rose Pkwy., Ste. 210
Henderson, NV 89074

Laura Deeter, Esq.
Nedda Ghandi, Esq.
725 S. 8th Street, Ste. 100
Las Vegas, NV 89101
Attorneys for Rodney Gerald Yeoman

Maria L. Parra-Sandoval, Esq.
LEGAL AID OF SOUTHERN NEVADA
725 E. Charleston Blvd.
Las Vegas, NV 89104
Attorneys for Protected Person

John P. Michaelson, Esq.
MICHAELSON & ASSOCIATES, LTD.
2200 Paseo Verde Parkway, Ste. 160
Henderson, NV 89052

Jeffery R. Sylvester, Esq.
SYLVESTER & POLEDNAK
1731 Village Circle # 120
Las Vegas, NV 89134
Attorneys for Robyn Friedman and Donna Simmons

¹³ 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).

Sonia Jones, Guardianship Financial Forensic Specialist
Guardianship Compliance Office
Supreme Court of Nevada
408 E. Clark Ave.
Las Vegas, NV 89101
sjones@nvcourts.nv.gov

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

Teri Butler
586 N. Magdalena St.
Dewey, AZ 86327

Scott Simmons
1054 S. Verde St.
Anaheim, CA 92805

Jen Adamo
14 Edgewater Dr.
Magnolia, DE 19962

Jon Criss
804 Harksness Ln., Unit 3
Redondo Beach, CA 90278

Ryan O'Neal
112 Malvern Ave., Apt. E
Fullerton, CA 92832

Tiffany O'Neal
177 N. Singingwood St., Unit 13
Orange, Ca 92869

Cortney Simmons
765 Kimbark Ave.
San Bernardino, CA 92407

Ampersand Man
c/o Robyn Friedman
2824 High Sail Ct.
Las Vegas, NV 89117

Director Dept. of Health
and Human Srvc.
4126 Technology Way, 100
Carson City, NV 89706-2009

/s/ Cheryl Becnel
An employee of Marquis Aurbach Coffing

Exhibit 1

zillow.com/homedetails/1054-S-Verde-St-Anaheim-CA-92805/25323527_zpid/

Apps Download iObit File... Westlaw Eighth Judicial Distr... Clark County Docket library.nevadawin... Calculator: Add to... Odyssey File & Serv... WeTransfer Trial Bar News | Sch... Full text of "An Inte... Bluebook: C

Buy Rent Sell Home Loans Agent f

Anaheim, CA

Zillow Edit Save Share More

3 bd | 2 ba | 1,236 sqft
 1054 S Verde St, Anaheim, CA 92805
 Off market Zestimate®: \$606,109 Rent Zestimate®: \$2,800/mo
 Est. refi payment: \$2,772/mo Get current rates

Home value Owner tools Home details Neighborhood det: >

Committed to helping you sell

While we are temporarily pausing home purchasing due to the impact of COVID-19 and public health orders, our team is here to help you sell. Submit a request to:

- Join the waitlist for a Zillow Offer
- Connect with a local agent
- Speak with an advisor to discuss options

Explore Zillow Offers Get started

Home value

Zestimate
\$606,109

Home Up

Exhibit 2



1527



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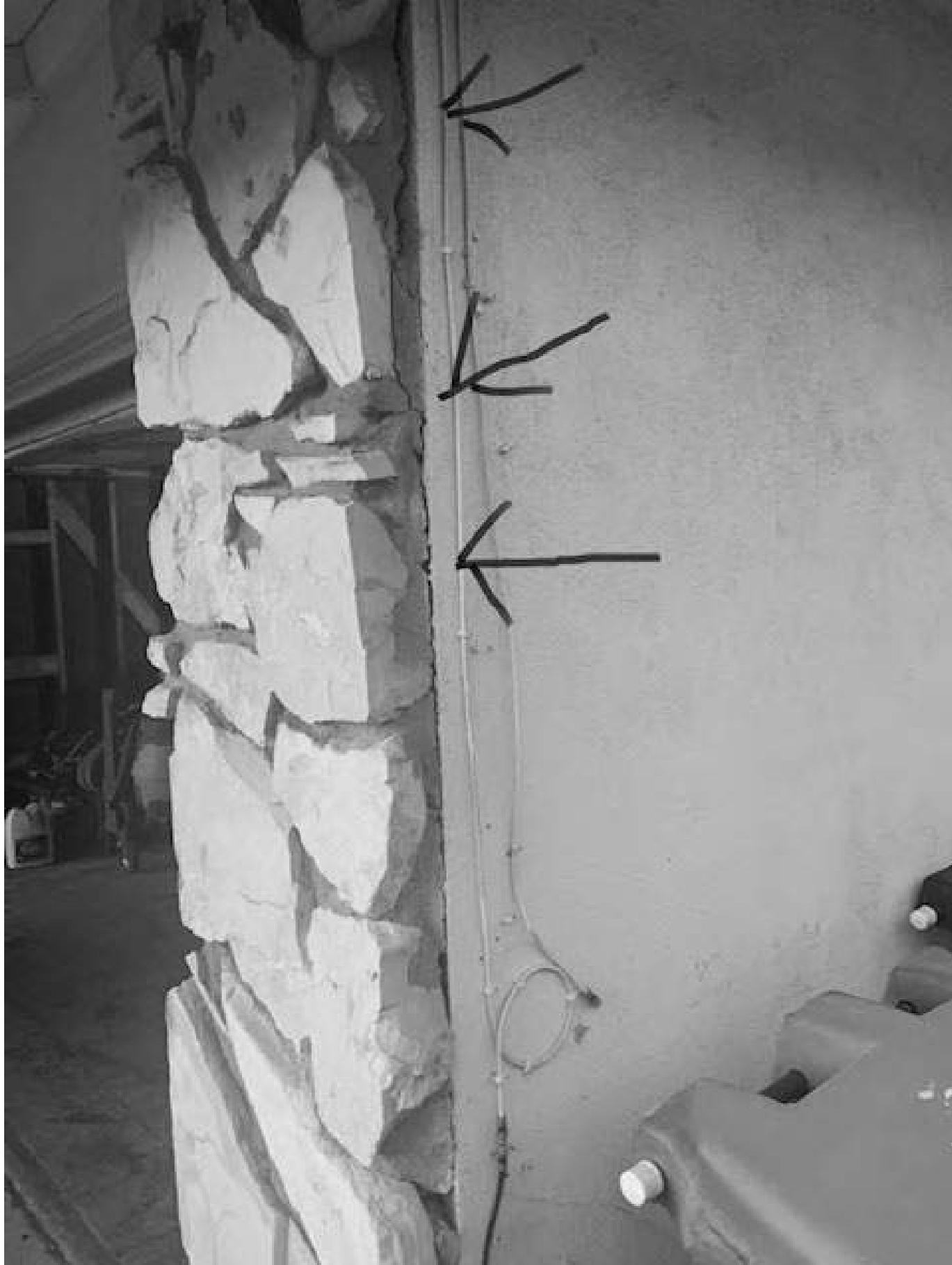
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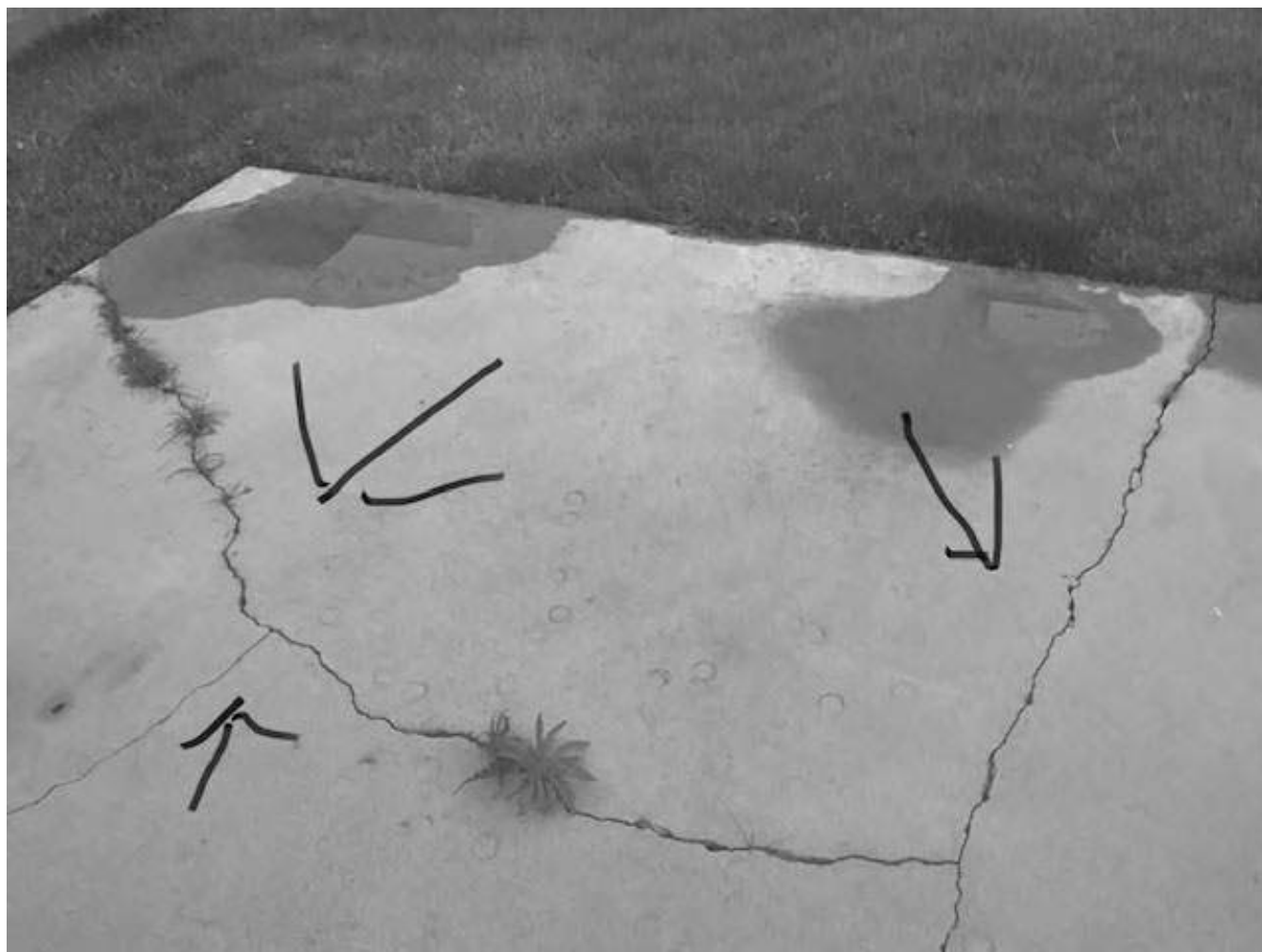
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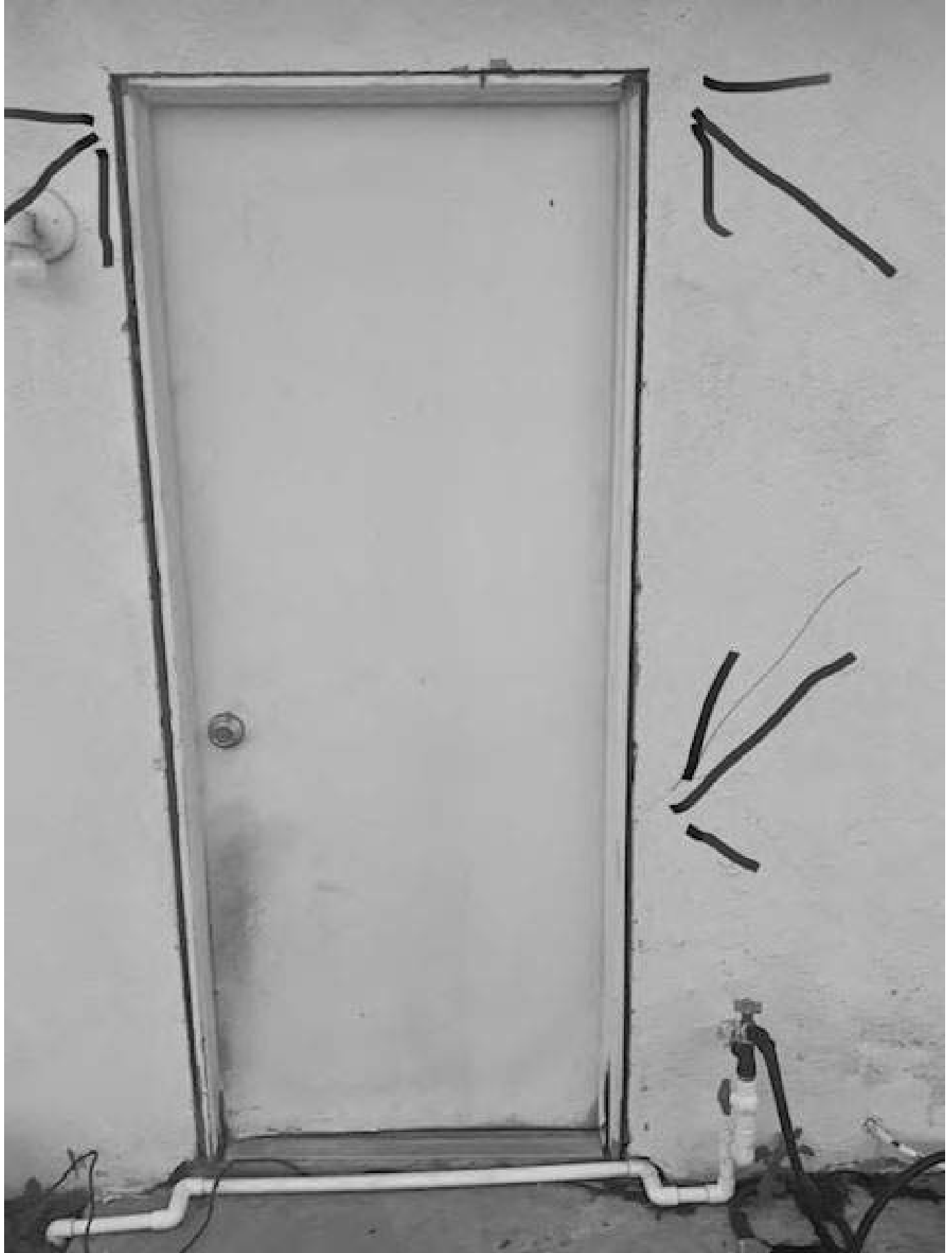
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Exhibit 3

April 8 2020

2

Your actual rate, payment, and costs could be higher. Get an official Loan Estimate before choosing a loan.

Fee Itemization

Origination Fee	\$	1,595.00
Discount Points	\$	1,734.00
Appraisal Fee	\$	475.00
Credit Report Fee	\$	20.38
Tax Service Fee	\$	70.00
Flood Certificate Fee	\$	10.00
MERS Registration Fee	\$	11.95
Title Settlement/Closing Fee	\$	500.00
Title-Lender Title Insurance	\$	320.00
Gov't Recording Fee	\$	172.00
Fee Total	\$	4,908.31

Prepaid Items

	DAYS	PER DAY	TOTAL
Per Diem Interest	24	\$14.38	\$345.12
	MONTHS	PER MONTH	TOTAL
Aggregate Escrow Adjustment	-	-	(\$180.09)

Escrow Reserve Deposits

	MONTHS	PER MONTH	TOTAL
Homeowners Insurance	6	\$100.00	\$600.00
Property Taxes	6	\$80.11	\$480.66
Total Prepays & Reserves			\$1,245.69
Total Loan Costs		\$	\$6,154.00

Loan Information

Loan Program	Conv Fixed 30 Year
Interest Rate	3.500%
APR	3.714%
Term	30 years
Loan to Value	25.000%
Occupancy	Owner Occupied

Monthly Payment Details

Principal & Interest	\$	673.57
Property Taxes	\$	80.11
Homeowners Insurance	\$	100.00
Total Monthly Payment	\$	853.68

Cash Needed to Close

Debts to be Paid Off	\$	105,865.00
Prepays & Reserves	\$	1,245.69
Closing Costs	\$	3,174.31
Discount/Lender Credits	\$	1,734.00
Total Loan Amount	\$	150,000.00
Cash to/from Borrower	\$	(37,981.00)

Nicholas Ostgren
Licensed Lending Officer

NMLS #1228919

(949) 860-8207

(888) 337-6888 ext.4574

(833) 932-0875

NOstgren@loandepot.com

<https://www.loandepot.com>

SCOTTSDALE, ARIZONA

14000 N Pima Road, Suite 150
Scottsdale, AZ 85260


Equal Housing Lender. Loan origination and servicing provided by LoanDepot, LLC. NMLS ID: 174457. Licensed by the Department of Business Oversight under the California Financial Institutions Law (FIDEL) and the Equal Housing Lender Act (EHLA). Equal Housing Opportunity. © LoanDepot 2020.



GENERAL INSURANCE COMPANY OF AMERICA (A SAFECO Company)
Home Office: 62 Maple Ave, Keene, NH 03431 (A stock insurance company.)
HOMEOWNERS POLICY DECLARATIONS

POLICY NUMBER:
OA4168822

POLICY PERIOD: FROM: AUG. 24, 2019 12:01 A.M.
TO: AUG. 24, 2020 12:01 A.M.

NAMED INSURED AND MAILING ADDRESS:
JUNE JONES
6277 KRAFT AVE
LAS VEGAS NV 89130-2355

AGENT:
ABACUS INSURANCE BROKERS INC
2512 WILSHIRE BLVD
SANTA MONICA CA 90403-4616

Valued Homeowners Customer Since: AUG. 24, 2014

INSURED LOCATION:
1054 S VERDE ST
ANAHEIM CA 92805-5752

POLICY SERVICE INFORMATION:
TELEPHONE: (424) 214-3700
E-MAIL: INFO@ABACUS.NET
WEBSITE: www.abacus.net

IMPORTANT MESSAGES

- Your policy has changed effective December 12, 2019.
- THIS POLICY DOES NOT PROVIDE EARTHQUAKE COVERAGE.
- The limit of liability for this structure (Coverage A) is based on an estimate of the cost to rebuild your home, including an approximate cost for labor and materials in your area, and specific information that you have provided about your home.

LIMITS OF LIABILITY

(Policy Section I - Property Coverages and Section II - Liability Coverages)

Coverage A — Dwelling	Coverage B — Other Structures	Coverage C — Personal Property	Coverage D — Additional Living Expense	Coverage E — Personal Liability	Coverage F — Medical Payments
\$295,200	\$29,520	\$147,600	\$59,040	\$300,000	\$10,000

DEDUCTIBLES.

The following deductibles apply unless otherwise stated within the policy.

Section I - Property Coverages

AMOUNT
\$ 500

	PREMIUM
BASIC COVERAGES	\$ 980.00
OTHER COVERAGES, LIMITS AND OPTIONAL COVERAGES	\$ 260.00
DISCOUNTS AND SURCHARGES	\$ -17.85

TOTAL POLICY PREMIUM: \$ 1,222.15

Premium Payer: Insured

You may pay your premium in full or in installments. There is no installment fee for the following billing plans: Full Pay, Annual 2-Pay. Installment fees for all other billing plans are listed below. If more than one policy is billed on the installment bill, only the highest fee is charged. The fee is:

- \$0.00 per installment for recurring automatic deduction (EFT)
- \$0.00 per installment for recurring credit card or debit card
- \$2.00 per installment for all other payment methods

CONTINUED
Page 1 of 3

ORIGINAL
DATE PREPARED: DEC. 12 2019

GENERAL INSURANCE COMPANY OF AMERICA (A SAFECO Company)
HOMEOWNERS POLICY DECLARATIONS

CONTINUED

POLICY NUMBER: 0A4168822

Servicing Mortgagee
LOANCARE, LLC
ISAOA / ATIMA
PO BOX 29502
FLORENCE SC 29502
LOAN NUMBER: 0037681038

POLICY LIMITS AND OTHER ADDITIONAL COVERAGES

(Unless otherwise stated, all limits and coverages are included in basic coverages)

COVERAGE LEVEL: OPTIMUM

SECTION I - PROPERTY COVERAGES

COVERAGE C - PERSONAL PROPERTY - 3. SPECIAL LIMITS OF LIABILITY

a. Money, pre-paid cards...	\$ 1,000	h. Business Property	
b. Rare coins and currency...	\$ 5,000	On Premises...	\$ 3,000
c. Securities, debit cards...	\$ 5,000	Off Premises Sub-limit	\$ 1,000
d. Watercraft...	\$ 3,000	i. Tapes, records, discs...	\$ 500
e. Trailers...	\$ 3,000	j. Theft of rugs...	\$ 10,000
f. Theft of jewelry, watches...	\$ 5,000	k. Grave Markers...	\$ 5,000
g. Theft of silverware...	\$ 5,000		

OTHER INCLUDED COVERAGES/POLICY PROVISIONS

Loss Assessment Coverage	\$ 5,000	Premium	Included
California Workers Compensation			Included
Inservant			N/A
Outservant			N/A
Building Ordinance or Law Coverage (50%)	\$ 147,600	\$	73.00
Refrigerated Spoilage Coverage			Included
Fungi, Wet or Dry Rot, or Bacteria	\$ 10,000		Included
Reasonable Repairs	\$ 5,000		Included
Fire Department Service Charge	\$ 5,000		Included
Land Stabilization	\$ 10,000		Included
Arson Reward	\$ 25,000		Included
Criminal Conviction Reward - Item a. Information	\$ 2,500		Included
Criminal Conviction Reward - Item b. Property Recovery	\$ 5,000		Included
Credit Card, Fund Transfer, Forgery & Counterfeit Money	\$ 5,000		Included
Volunteer America			Included
Section I (All Perils Coverage)			Included
Section II - Liability Coverage			Included
Section II - Property Damage	\$ 2,000		Included

OPTIONAL COVERAGES

Personal Property Replacement Cost		Limit	Premium
Extended Dwelling Coverage	Up to 50%		Included
Personal Offense Coverage	\$ 300,000	\$	8.00
Escape of Water from Sump (Building/Contents)	\$ 10,000	\$	70.00
Special Personal Property Coverage		\$	73.00
Identity Recovery Coverage	\$ 25,000	\$	12.00
Equipment Breakdown Coverage	\$ 50,000	\$	24.00

DISCOUNTS AND SURCHARGES

Burglar Alarm Discount		Premium	Included
LICENSE, TAX OR FEE:			
California Seismic Safety Fee		\$.15

For information on other deductibles, coverages or discounts available in your state or to review your account online, log on to www.safeco.com

CONTINUED

Page 2 of 3

DATE PREPARED DEC. 12 2019

HOM-7001/EP 1/09

1564

Statement Date: 04/02/2020
 Total Amount Due: \$985.15
 Payment Due Date*: 05/01/2020

*If payment is received after 05/18/2020, \$49.26 late fee will be charged.

+ 0402791 000233845 9LCS3 0077255 095 P2 PL
 JUNE JONES
 6277 KRAFT AVE
 LAS VEGAS NV 89130-2355

Save time and pay online at
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Customer Service/Pay-by-Phone: 1.800.410.1091*
 *Calls are randomly monitored and recorded to ensure quality service.
 Hours: Monday - Friday: 8 a.m. to 10 p.m. ET
 Saturday: 8 a.m. to 3 p.m. ET

Account Information	
Loan Number:	0037681038
Property Address:	
1054 S VERDE ST	
ANAHEIM, CA 92806	
Outstanding Principal Balance:	\$105,430.81
Interest Rate:	6.250%
Escrow Balance:	\$0.00
Maturity Date:	10/01/2033
Prepayment Penalty:	No

Explanation of Amount Due		
Principal:	\$438.03	
Interest:	\$549.12	
Escrow: (Taxes and Insurance)	\$0.00	
Regular Monthly Payment:	\$985.15	
New Fees and Charges (since last statement)	\$0.00	
Past Due Amount (including unpaid fees/charges)	\$0.00	
Unapplied Balance†:	\$0.00	
Total Amount Due**	\$985.15	
Past Payment Breakdown		
	Paid Last Month	Paid Year-to-Date
Principal:	\$433.77	\$1,294.58
Interest:	\$551.38	\$1,860.87
Escrow: (Taxes and Insurance)	\$0.00	\$0.00
Fees & Charges:	\$0.00	\$0.00
Unapplied Amount:	\$0.00	\$0.00
Total of Payments	\$985.15	\$2,955.45

Important Messages
 *LoanCare, LLC is servicing your loan on behalf of New Residential Mortgage LLC, the company that owns the right to service your loan. NewRez LLC is the lending affiliate of New Residential Mortgage LLC. © 2019 NewRez LLC, 1100 Virginia Drive, Suite 125, Fort Washington, PA 19034. Corp NMLS#: 3013 (www.nmlsconsumeraccess.org). Additional licenses available at www.newrez.com.
 **This amount does not represent a full payoff or reinstatement figure. Please contact customer service for information on full reinstatement or to request a complete payoff.
 †Partial Payment: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account, and reflected in the Suspense/Other column of the Transaction Activity. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.
 Sign-up for eStatements!

Transaction Activity (03/04/2020 to 04/02/2020)						
Date	Description	Total	Principal	Interest	Escrow	Suspense/Other Charges
03/26/2020	04/2020 Payment - Thank You	\$985.15	\$433.77	\$551.38		

Additional loan activity can be found at www.newrez.myloancare.com under the Transaction History tab.

See reverse side for additional important information.

JUNE JONES
 6277 KRAFT AVE
 LAS VEGAS NV 89130-2355

Please return this portion with your payment.
 Loan Number: 0037681038

PAYMENT DUE DATE	CURRENT PAYMENT	PAST DUE AMOUNT
05/01/2020	\$985.15	\$0.00
TOTAL FEES AND CHARGES	UNAPPLIED BALANCE	TOTAL AMOUNT DUE
\$0.00	\$0.00	\$985.15

Include a late payment of \$49.26 if paid after 05/18/2020

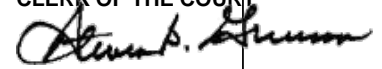
Additional Principal \$ _____
 Additional Escrow \$ _____
 Late Charge \$ _____
 Other \$ _____

Amount Enclosed: \$ _____

Please make checks payable to:

LOANCARE
 PO BOX 60509
 CITY OF INDUSTRY, CA 91716-0509





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Attorneys for Rodney Gerald Yeoman

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

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

KATHLEEN JUNE JONES,
Adult Protected Person.

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

Date: May 20, 2020
Time: 9:00 a.m.

**REPLY TO OPPOSITIONS RE PETITION FOR REMOVAL OF GUARDIAN AND
FOR RETURN OF PROTECTED PERSON'S PROPERTY**

Rodney Gerald Yeoman ("Gerry"), husband of the Protected Person Kathleen June Jones
("June"), by and through his counsel of record, submits this Reply to Opposition to Petition for

1 Removal of Guardian pursuant to NRS 159.185 and 159.1853¹ and for Return of Protected
2 Person's Property pursuant to NRS 159.305.

3 SUMMARY

4 **Petition to Remove**

5 The Oppositions filed by Kimberly and June fail to acknowledge that although Kimberly
6 has presented a deposit slip showing she allegedly returned June's money, she still has not
7 explained or provided any evidence of what happened to June's money during the many months
8 it was allegedly in a safe deposit box. Kimberly has presented no evidence to show she actually
9 opened a safety deposit box or placed any funds into it.

11 The Oppositions also fail to recognize that misappropriation of a protected person's funds
12 is grounds for removal, even if no financial harm actually occurred to the protected person. This
13 is similar to an attorney "borrowing" funds from a client trust account. It simply is not permitted,
14 even if the funds are eventually returned to the client in full. Other grounds also exist to remove
15 Kimberly. For example, Kimberly continues to isolate June from Gerry by monitoring her phone
16 calls and taking away her cell phone.

18 In addition, when Kimberly was originally named guardian, the Court appointed an
19 investigator to examine June's financial estate. At that time, the Court acknowledged it could
20 revise all aspects of the guardianship in the future and was willing to do so, and the Court
21 scheduled an evidentiary hearing to consider the same. As a result of the Court's expressed
22 intentions, documentary evidence was not presented, discovery was not conducted, and an
23 evidentiary hearing was not held prior to the appointment of Kimberly. Gerry was willing to be
24 patient and let the process progress with the Investigator and the evidentiary hearing. Now that
25

27
28 ¹ Alternatively, Gerry petitions the Court to modify the guardianship pursuant to NRS 159.1905
based on the same facts provided in this Petition.

1 the Investigators' reports have been submitted, Gerry requests an opportunity to conduct
2 discovery and have an evidentiary hearing, and he requests a ruling herein specifically itemizing
3 the factual findings upon which the Court is relying to determine that Kimberly was and currently
4 is the "most suitable" person to be June's guardian and should be preferred over June's spouse.
5 *See* NRS 159.0613.

6 Kimberly's Opposition is full of unsubstantiated and, ultimately, false allegations. It is
7 understandable the Court might presume these allegations are true at the beginning of this
8 process; however, Gerry requests an opportunity to conduct discovery and present evidence to
9 establish the actual facts this Court should consider in deciding who is the most suitable guardian
10 for June moving forward. Hearing the actual evidence would allow the Court to make a fully
11 informed decision and all parties involved will feel they have been involved in a fair process
12 with an opportunity to be heard sufficiently.

13 There are no allegations that Gerry inadequately cared for June. The Investigator found
14 no financial impropriety by Gerry. The only allegation is related to June selling her Kraft house
15 to Gerry's daughter and son-in-law. Contrary to the repeatedly false statement of Kimberly, June
16 did receive consideration for this transfer.² Kimberly's Petition to Refinance filed on May 8,
17 2020 indicates June's ability to be involved in making decisions regarding her real property, and
18 yet Kimberly alleges June was unable to do so in January 2018. The Court has received no
19 authenticated medical records regarding June's mental capacity in January 2018, and very
20 limited medical records of any type. The Court's Medical Investigator has presented no medical
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26 ² Kimberly states repeatedly in multiple pleadings that June's Kraft property "was taken from
27 her for no consideration" even though it is undisputed Dick Powell paid off June's \$140,000
28 mortgage. *See* Investigator's Report filed March 13, 2020, Page 8, paragraph 8(f). Most recently
this false statement was included in Kimberly's Motion to Refinance filed on May 8, 2020. This
is just one example of an inflammatory falsehood presented by Kimberly without any evidentiary
basis for the same.

1 records herein. Instead, only unsubstantiated claims have been made by Kimberly and Gerry has
2 not had an opportunity to investigate those claims or cross examine Kimberly. Gerry should have
3 the opportunity to conduct discovery and have an evidentiary hearing regarding who is most
4 suitable to be June's guardian.

5 Gerry, June's husband of ten years, is qualified, suitable, and willing to serve as guardian
6 of June's person. The Court should appoint him to that role and replace Kimberly with a neutral
7 guardian of June's estate.
8

9 **Petition to Recover**

10 The Oppositions filed by Kimberly and June gloss over Kimberly's taking of funds from
11 June. They ignore that Kimberly failed to account for the funds prior to the Investigator filing
12 her first report, even though Kimberly had months to do so, and they fail to adequately
13 substantiate Kimberly allegedly putting money into a safe deposit box. *The Oppositions entirely*
14 *ignore that Kimberly failed to list either the cash or the safe deposit box on her sworn inventory*
15 *filed herein.* Kimberly has also failed to provide any documentary evidence regarding the safe
16 deposit box, such as: proof of who owns the safe deposit box, where the safe deposit box is
17 located, and the signature card showing access to the safe deposit box. Kimberly has also failed
18 to adequately explain why she allegedly left the cash in the safe deposit box for approximately
19 seven months. She has also failed to explain why on March 13, 2020 her attorney promised the
20 Investigator: "Kimberly will provide proof of the transfer back into June's account today" and
21 yet Kimberly did not do so until April 2, 2020. The Court should require Kimberly to address all
22 of these concerns both in connection with the Petition to Recover and to the Petition to Remove.
23
24

25 Additionally, this Court needs to rule on whether Kimberly was justified in taking June's
26 \$2,000 to hire an attorney without Court authorization.

27 ///
28

Interested Persons Versus Parties

At the last hearing, the Court requested further briefing regarding interested persons versus parties, particularly for purposes of conducting discovery. If a person is simply an interested person under NRS 159.0195, then that person is not subject to discovery requests as a party. This point was made clear by Gerry in his Opposition to the Motion for Protective Order and reiterated by the Court at the last hearing. The pending issue for which the Court requested further briefing regards when an interested person becomes a party for purposes of discovery. Unfortunately, Kimberly's and June's Oppositions focused upon whether an interested person is subject to discovery as a party (which they definitely are not), and did not focus on what the Court requested which is: "when does an interested person become a party?" Amazingly, Robyn and Donna, the only people this issue affects, have not filed any pleading at all. It is unclear why the guardianship estate and the protected person's attorney are wasting the protected person's estate filing pleadings on behalf of individuals who allege not to even be parties herein, but who are also seeking over \$60,000 in attorney fees.

A person does not become subject to discovery as a party simply because they are listed in the statute as a defined interested party. Gerry concedes an interested party also needs to do more than make a limited appearance to be subject to discovery as a party. For instance, June's daughter Terri appeared at one hearing herein, and spoke at that hearing, but did not become a party. In contrast, Robyn and Donna have retained counsel herein, appeared at every hearing, requested relief at every hearing, were appointed temporary guardians, and are seeking over \$60,000 in attorney fees. As a result, Robyn and Donna constitute parties subject to discovery as parties.

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ARGUMENT

A. Kimberly Jones Has Mismanaged June's Estate and Is Not Otherwise Qualified or Suitable to Be Her Guardian.

1. Kimberly's conduct is of grave concern because she has still failed to explain what she did with June's money.

What the Oppositions fail to acknowledge is that Kimberly still has not resolved the concerns expressed by the Court-appointed investigator in her report on March 13, 2020. The Investigator wrote the following:

There is concern that Kimberly Jones withdrew a total of \$6,836.82 from the Protected Person and Rodney Yeoman's funds, for personal and unknown reasons, to include:

- There is concern that Kimberly Jones withdrew \$4,836.00, from a newly opened account of the Protected Person and Rodney Gerald Yeoman in August 2019, for unknown reasons.
- There is concern that Kimberly Jones withdrew \$2,000.00 from account ending 7492 in July 2019, for unknown reasons. Kimberly indicated that she spent these funds for legal assistance on behalf of the Protected person.³

Given the statutory, fiduciary, and ethical duties of a Court-appointed guardian, these concerns are vital to address. Indeed, the Investigator recommended that Kimberly "provide documentation for withdrawals executed from the accounts in question."⁴ She noted that "Kimberly indicated that she will provide[] documentation that these funds are in a safe deposit box," and "she will provide documentation for this withdrawal [for legal assistance]."⁵ Note that the Investigator made this statement 150 days (nearly 5 months) after the Court ordered the investigation, and months after the Investigator began her research and requested documentation from Kimberly.

³ Investigator's first report (Exhibit 2 to the Opposition) at page 10.

⁴ *Id.*

⁵ *Id.*

1 On April 20, 2020, after Gerry filed his Petition, the Investigator provided a supplement
2 stating that Kimberly provided a receipt showing that \$5,000.00 was deposited into June's
3 account ending 7492 on April 2, 2020. She also stated that Kimberly provided a legal bill for
4 services from Johnson & Johnson Law Offices.⁶ Notably, Kimberly did not provide any evidence
5 that she deposited June's \$5,000.00 into a safety deposit box as claimed or what she did with the
6 \$5,000.00 during the many months she possessed it. Apparently, she returned the funds months
7 later—after the Investigator revealed her concerns about it, and weeks after she promised the
8 Investigator she would return the funds “today.” Kimberly also failed to mention on her sworn
9 Inventory filed herein that June—or she—possessed the \$5,000.00 in a safety deposit box.
10 Kimberly's failure to account for her possession and use of June's funds, even after having
11 months to do so, is gravely concerning. To this day, even after filing an Opposition, Kimberly
12 has not explained to the Investigator or the Court what happened to those funds during the
13 intervening months.
14

15
16 Nevada guardianship law makes it clear that “the assets of the protected person must not
17 be commingled with the assets of any third party,” NRS 159.073(1)(c)(1)(IV), and that a
18 guardian must “[p]rotect, preserve and manage the income, assets and estate of the protected
19 person and utilize the income, assets and estate of the protected person solely for the benefit of
20 the protected person.” NRS 159.073(1)(c)(1)(III). In addition, as far back as 1932 the Nevada
21 Supreme Court made it clear that funds of a protected person are not to be mingled with funds
22 of the guardian. *In re Anderson's Guardianship*, 54 Nev. 108, 113 (1932) states: “‘It was the
23 duty of the guardian to keep the money of his ward separate and intact from his own funds, and
24 invest the same for the best interest of his ward.’ *Deegan v. Deegan, supra*. ‘It was the clear legal
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27

28 ⁶ Note that the receipt for \$2,000 has a date of “7/22/2018,” even though Kimberly claims she paid the funds in 2019; thus, evidentiary issues exist with these funds as well.

1 duty of a guardian to keep separate all guardianship funds in his hands, and not to commingle
2 them with his own individual property.’ *Crothers v. Crothers*, 123 Md. 603, 91 A. 691, 693.”

3 Kimberly withdrew thousands of dollars from June’s account and has not accounted for
4 them. She alleges she placed them in a safety deposit box but has not provided any evidence of
5 doing so. As a result, it is possible, if not probable, she commingled June’s funds with her own,
6 or worse, spent June’s funds for her own benefit and then eventually replaced them after the
7 investigative light shown on her.
8

9 Even if Kimberly replaced June’s funds after receiving scrutiny, her failure to replace
10 them for months, and her continued failure to account for them during those intervening months,
11 is evidence of mismanagement of June’s assets. To make an appropriate analogy, any good
12 attorney knows you simply cannot remove funds from a client’s trust account for any purpose
13 other than to benefit the client, and commingling a client’s funds with your own is a clear
14 violation of fiduciary duties and the rules of ethics. Similarly, Kimberly’s taking June’s funds,
15 using them for some unknown purpose, and then restoring the funds to June’s account is a
16 violation of her duties as a guardian.
17

18 *In re Guardianship of Brown*, 436 N.E.2d 877, 887 (Ind. Ct. App. 1982) confirms the
19 Nevada Supreme Court’s position, and extends it by indicating that no harm to the protected
20 person is required to show a breach of trust by the guardian. The court in *Brown* removed the
21 guardian based upon the totality of issues in that case. *Brown* states:
22

23 While no showing exists that Garland was guilty of converting any of the
24 guardianship funds for his personal use, the fact that the funds were commingled
25 makes an accounting difficult and constitutes a breach of trust. Certainly, this
26 manner of manipulating funds is not how a guardian should handle the assets of
27 his wards.⁷
28

⁷ *Brown* at 887.

1 Here, even if Kimberly did not convert June's funds to her personal use, the fact that she likely
2 commingled the funds and has failed to account for what happened to them during intervening
3 months constitutes a violation of her fiduciary duties as a guardian. Returning the funds after
4 being compelled to do so does not remedy the misconduct.

5 A guardian who is incapable of accounting for the possession and use of a protected
6 person's assets, even after months of scrutiny from the Investigator and the Court, is not qualified
7 or suitable to be guardian. Kimberly should no longer serve as June's guardian or, at a minimum,
8 the Court should allow the parties to conduct discovery regarding these issues to determine what
9 Kimberly actually did with June's money.
10

11 **2. Kimberly is not qualified or suitable to be June's guardian for numerous other**
12 **reasons.**

13 The Oppositions argue that Gerry's Petition merely raises old arguments, but it is clear
14 that Kimberly's misconduct regarding June's money is a current and ongoing concern.
15 Moreover, many other of Kimberly's recent actions should disqualify her from being June's
16 guardian.

- 17 • Kimberly will not share with June's spouse who is caring for June when Kimberly
18 and her boyfriend Dean are not at the Kraft house with her.
- 19 • Kimberly continues to hover over June's phone calls with her spouse, including
20 setting specific times they can talk and limiting the topics they are allowed to discuss.
- 21 • Kimberly has taken away June's phone and given it to someone else to use (possibly
22 her boyfriend Dean). Thus, June is now able to communicate only with Kimberly
23 acting as the gate keeper because it is Kimberly's telephone June is required to use.
24 This action by Kimberly is contrary to NRS 159.328(1)(n).
25
- 26 • The November 25, 2019 Order appointing Kimberly as guardian herein specifically
27 states: "Kimberly Jones shall disseminate the medical records and/or information
28

1 relating to Kathleen June Jones to Robyn Friedman, Donna Simmons and Rodney
2 Gerald Yeoman.”⁸ Kimberly has failed to comply with this portion of the order.

3 *Brown* makes clear that a guardian unnecessarily isolating a protected person is grounds
4 for removal of the guardian. That court made the following findings and ruling:

5 That Garland R. Brown maintains his office at 1005 in the same
6 apartment building; that no one is allowed to visit with said wards
7 without the consent of Garland R. Brown; that all telephone calls
8 to and from said wards are monitored through the office phone of
9 Garland R. Brown; that the buzzer in the entryway to said
10 apartment of said wards has been disconnected so that contact
11 cannot be established directly with the apartment of said wards,
12 and all conversations within the apartment of said wards can be
monitored in the office of Garland R. Brown; that he has
intentionally and systematically isolated and sequestered his
wards from social contact with friends and family members; and
that such acts are tantamount to imprisonment.

13 The court also found that Garland was isolating and sequestering
14 his parents from social contact with friends and family members
15 to a degree ‘tantamount to imprisonment.’ Garland asserts that his
16 strict regulation of who could see his parents was necessary for
17 their medical welfare. The fact that Harold and Lottie were infirm
18 and needed to be protected is well established. However, we agree
19 with the trial court that upon the facts of this case the guardian of
20 the persons of Harold and Lottie needed to be *an impartial*
21 *outsider who was not entangled in the various family altercations*
22 *which accompany the interactions of the Brown family*. The
removal of Garland from the guardianship was within the
discretion of the trial court which presided over the hearing and
which had a first-hand perspective over the facts. We find no abuse
of discretion by the trial court. (emphasis added)⁹

22 As laid out herein, Kimberly is systematically preventing June from freely communicating with
23 her spouse, which is further current evidence that Kimberly is not capable of fulfilling her duties
24 as guardian. Kimberly continues to isolate June from her husband, even though the Court has
25 ordered Kimberly to co-operate with Gerry regarding visitation and allow him to be with June
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27
28 ⁸ *November 25, 2019 Order* at 6:21.

⁹ *Brown* at 888.

1 from 8:00 a.m. to 5:00 p.m. The supervised visits make Gerry so uncomfortable that he has
2 nearly given up hope of ever being able to spend time with his wife again.

3 Gerry initially raised, and has continued to raise, many concerns about Kimberly's
4 suitability to be June's guardian, which he discussed in his Petition. The concerns arising from
5 recent events described above are an extension of the concerns expressed before. Surprisingly,
6 the Court has not allowed the parties to conduct discovery regarding the innumerable factual and
7 evidentiary issues that have existed since these proceedings began.

8
9 **3. Kimberly's Opposition is full of false, unverified, and unsubstantiated**
10 **statements.**

11 The following extensive list includes only some of the false and unsubstantiated
12 statements by Kimberly. It does not address the falsities alleged in Kimberly's, Robyn's and
13 Donna's original pleadings herein.

- 14 • Kimberly's Opposition states that "Kimberly 'forcibly taking June from her husband
15 before the guardianship proceedings occurred (a false claim that was already
16 entertained and denied by this Court in [Gerry's] prior Petition.'"¹⁰ However, there
17 was never any evidence considered by this Court and there was no ruling made by
18 this Court on this specific topic.
- 19 • Kimberly's Opposition states that Gerry "has all but abandoned his wife over the past
20 four months."¹¹ This is entirely false, but in any case, if Kimberly wishes to conduct
21 discovery regarding the same and have an evidentiary hearing to present her
22 evidence, Gerry would welcome the same. In any case, this Court should not accept
23 as true mere allegations made by Kimberly.¹²

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27 ¹⁰ Kimberly's Opposition at 2:27.

28 ¹¹ *Id.* at 3:4.

¹² It is interesting to note that Kimberly's Opposition is not verified. Perhaps this is because
Kimberly is aware of the numerous false statements made in the Opposition.

- 1 • Kimberly's Opposition falsely claims the Investigator's report found: "The Kraft
2 Avenue Property was transferred to Richard Powell, but no consideration was paid
3 into any account of June."¹³ This is entirely false, which Kimberly knows. In fact, the
4 Investigator's report states that Dick paid \$140,000 toward June's mortgage account,
5 and that June "continued to be supported by the agreement with Richard Powell and
6 Kandi Powell."¹⁴ Nonetheless, Kimberly continues to make this false, inflammatory
7 allegation, even though it is undisputed that June received, and continues to receive,
8 consideration for the Kraft House.
9
- 10 • Kimberly's Opposition states that Gerry "is 87 years old with a list of physical
11 ailments rendering him wholly unfit to serve the extensive needs of June."¹⁵ This
12 allegation is also made without evidence and is contrary to the statements of two of
13 Gerry's doctors. In addition, there is nothing cited to by the Oppositions that suggest
14 Gerry, as June's spouse, is unable to be guardian and provide care for his wife while
15 also using assistance of third parties. Gerry has evidenced in the past a willingness to
16 hire help if necessary, and there are no allegations that June was ever mis-cared for.
17
- 18 • Kimberly's Opposition repeatedly infers Gerry's bad actions in relation to Gerry and
19 June's dogs.¹⁶ These allegations are entirely spurious. The disputes were resolved
20 with neither side admitting any wrongdoing. This language was agreed to by
21 Kimberly. Thus, it is entirely in bad faith for Kimberly to be making these arguments.
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26 ¹³ *Id.* at 7:22; *see also* 3:7 and 3:20 (referring to "the transfer of June's personal residence to
27 his daughter and son-in-law for no consideration.").

28 ¹⁴ Investigator's first report (Exhibit 2 to the Opposition) at page 8.

¹⁵ Kimberly's Opposition at 3:7.

¹⁶ *Id.* at 3:13, 7:3 and 15:3.

- 1 • Kimberly's Opposition states: "Since approximately 2014, June's memory and
2 cognition have been in decline."¹⁷ However, no evidence has ever been presented in
3 support of this allegation.
- 4 • Kimberly's Opposition states: "In 2017 June was diagnosed with a degenerative
5 neurological disorder and has since been seeing specialists at the Cleveland Clinic's
6 Luo Ruvo Center in Las Vegas for treatment."¹⁸ However, no evidence has ever been
7 presented in support of this allegation.
- 8 • Kimberly's Opposition provides some 2016 medical records from UCI as Exhibit 9.¹⁹
9 However, these records have never been authenticated. These records were not found
10 by nor produced by the Court's medical investigator. The documents attached as
11 Exhibit 9 are only a couple of pages from hundreds of pages of medical records. The
12 documents attached as Exhibit 9 include pages 97 through 102 but exclude page 98.
13 *Page 99 of Exhibit 9 states that "Gerry is patient's preferred medical decision maker*
14 *per her today." Thus, all of the allegations about Kimberly being the preferred*
15 *medical decision maker are not substantiated by Kimberly's own exhibit.*
16 • Kimberly's Opposition states: "In or around March 2019, Kimberly and her sisters
17 discovered the [Kraft] Property had been sold on January 16, 2018. . ." ²⁰ However,
18 no evidence has ever been presented in support of this allegation. Gerry believes they
19 learned of the sale many months earlier. In addition, Kimberly has never explained
20 why she waited about five months to hire an attorney to address the concerns.
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27 ¹⁷ *Id* at 4:9.

28 ¹⁸ *Id.* at 4:10.

¹⁹ *Id.* at 19:27.

²⁰ *Id.* at 4:13.

- 1 • Kimberly's Opposition states that Dick Powell "completed and recorded" the Kraft
2 property Declaration of Value.²¹ However, no evidence has ever been presented in
3 support of this allegation. The Investigator's report indicates that QuickClaim USA
4 was the entity that completed and recorded the Kraft property transfer documents.
- 5 • Kimberly's Opposition states that Gerry and Dick "consistently wrote various checks
6 from June's account for various items and even removed June from her marital
7 checking account . . ." ²² However, no evidence has ever been presented in support of
8 this allegation. These transactions were apparently discovered after the sale of the
9 Kraft property. However, Kimberly was a signer on the account the entire time, and
10 allegedly June's power of attorney. So why did she never "discover" these concerns
11 prior to the sale? Gerry has always admitted he signed checks for the benefit of the
12 marital community for years, using his own signature and not June's name, which
13 June, the Bank, and Kimberly as a co-signer on the account permitted. Additionally,
14 Gerry states that Dick did not sign checks on the account. Additionally, Gerry states
15 that June was involved with all of her bank account changes, and Dick was not
16 involved in them.
- 17 • Kimberly's Opposition mentions an eviction action and attaches a docket related to
18 the same as Exhibit 1. The Court should note that Kimberly and Dean collectively
19 refused to pay the \$71 filing fee claiming pauper status. Upon information and belief,
20 this claim by Kimberly and Dean was fraud upon the eviction court. Kimberly drives
21 a late model Jaguar. Dean drives a late model Corvette. Kimberly and Dean are living
22 for free in the Kraft property. Gerry looks forward to obtaining a copy of the
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28 ²¹ *Id.* 4:5.

²² *Id.* at 5:7.

1 application for forma pauperis filed by Kimberly and Dean. To the extent Kimberly
2 and Dean were truly unable to pay a \$71 filing fee, then this Court should be
3 concerned about their fitness to be guardian of the estate of June with unrestricted
4 access to June's funds.

- 5 • Kimberly's Opposition states "Kimberly has dedicated her life to caring for [June].
6 This includes bathing and changing June, driving June to medical appointments. . ."²³
7 It is undisputed that Gerry did these same things for June for approximately 9 years,
8 without any complaints by June's family, including no complaints by Kimberly who
9 was allegedly the general and medical power of attorney for June. Gerry would have
10 continued doing so for June to the present time if June had not been wrongly taken
11 by Kimberly and others.
12
- 13 • Kimberly's Opposition states: "[the account from which Kimberly took June's funds]
14 was an account in which [Gerry] and [Dick] opened and funded with money from
15 June . . ."²⁴ However, no evidence has ever been presented in support of this
16 allegation, and it is false. Gerry and June went to the bank together and opened up
17 the new account and funded it with money from the old account. The money was
18 June's, and Kimberly was wrongfully taking funds out of June's account, including
19 for paying Kimberly's attorney.
20
- 21 • Kimberly's Opposition suggests Kimberly took funds out of June's new account, put
22 them back into June's old account, and then withdrew them from June's old account
23 and put them into the safe deposit box.²⁵ This narrative contradicts Kimberly's
24 declaration attached to her Opposition as Exhibit 6 and no documentation presented
25
26

27 ²³ *Id.* at 11:6.

28 ²⁴ *Id.* at 11:11.

²⁵ *Id.* at 11:12.

1 to the Investigator supports this narrative. It is an example of another inaccurate or
2 false statement by Kimberly.

- 3 • Kimberly's Opposition states that the \$5,000 in the safe deposit box "always
4 remained untouched and proof of this was provided to the forensic investigator. . ."

5 ²⁶ This is entirely false. No proof of the money in the safe deposit was provided to
6 the Investigator and still has not been provided to this Court. In fact, the Investigator's
7 second report upon which Kimberly relies does not even mention the safe deposit
8 box. It simply states the funds were deposited back into June's account. Additionally,
9 the Investigator's second report takes no position on whether Kimberly's actions or
10 documentation were appropriate or justified, but simply presents documentation.

- 11 • Kimberly's Opposition states: "[Gerry] incorrectly assumes that Kimberly did not
12 provide an explanation of these amounts."²⁷ It is quite amazing Kimberly feels
13 comfortable making this statement when the Investigator's first report makes clear
14 that Kimberly did not provide the Investigator an adequate explanation. Kimberly
15 had months to do so, but upon information and belief ignored most of the
16 Investigator's requests for information.

- 17 • Kimberly's Opposition states that an "attestation by David Johnson, Esq." is attached
18 as Exhibit 7.²⁸ It is not.

- 19 • Kimberly's Opposition states: "Gerry resides with Dick Powell. . ."²⁹ This is a false
20 statement and both Kimberly and her attorney know as much. Gerry lives in a
21 separate house on a separate legal parcel. Additionally, Gerry is willing to move back
22
23
24
25

26 ²⁶ *Id.* at 11:17.

27 ²⁷ *Id.* at 14:2.

28 ²⁸ *Id.* at 13:12.

²⁹ *Id.* at 17:25.

1 to the Kraft house with June if Kimberly and her boyfriend were no longer living
2 there.

- 3 • Kimberly's Opposition states in bold print: "[Gerry] has not visited June in months"
4 and references Kimberly's declaration attached as Exhibit 6 in support of the same.³⁰
5 However, Kimberly's declaration does not mention this topic whatsoever. This is
6 another example of Kimberly's pleadings making allegations without any support or
7 evidence.
8
- 9 • Kimberly's Opposition states: "Gerry's convenient attempt to question [the powers
10 of attorney] in the middle of adversarial litigation is not only questionable – it is proof
11 of his bad faith conduct."³¹ This is one of the many egregiously false allegations by
12 Kimberly and her attorney. While Kimberly's attorney was not involved at the time
13 of the Probate hearing regarding the powers of attorney, it is unquestionably clear he
14 is aware of the same. Thus, he is aware that his inflammatory statement is entirely
15 false. Concerns were raised about the powers of attorney from essentially the very
16 first day these issues were discussed with Kimberly's first attorney. Kimberly, upon
17 advice of counsel, then decided to file a probate court action to determine whether
18 the powers of attorney were valid.
19
- 20 • Kimberly's Opposition states: "Here, everyone with the exception of [Gerry], his
21 daughter, and son-in-law, are in agreement that June's best interests are being served
22 by Kimberly and no additional hearing or discovery is necessary."³² It is unclear who
23 "everyone" can consist of as the only time the Court considered this issue, Robyn and
24 Donna aggressively objected to Kimberly being guardian.
25

26
27 ³⁰ *Id.* at 18:12.

28 ³¹ *Id.* at 19:10.

³² *Id.* at 20:8.

1 **4. Kimberly's recent Petition to Refinance, filed on May 8, 2020, also raises several**
2 **concerns, along with other ongoing issues.**

- 3 • The Petition to Refinance seems to indicate that the Anaheim house was refinanced
4 in 2003. [The last page of the exhibits shows a maturity date of 2033.] This is years
5 before June was married to Gerry, and thus the early allegations by Robyn, Donna
6 and Kimberly that Gerry or Dick Powell improperly refinanced the Anaheim house
7 are entirely false (as Gerry and Dick have repeatedly stated). *See* Kimberly's October
8 2, 2019 Opposition at 8:23 wherein she alleges the Anaheim property was recently
9 refinanced and that she would be providing documentation related to the same (which
10 she has still never done). In Robyn and Donna's Reply filed on October 14, 2019,
11 they also ask questions about a refinance. This is simply another initial allegation by
12 Robyn, Donna and Kimberly that is entirely unsubstantiated.
- 13 • The Petition to Refinance also raises additional concerns about Kimberly's fitness to
14 remain as guardian. Why does June now need her Anaheim equity to pay her
15 expenses? How did she live for nine years without using such equity? Who was
16 subsidizing her expenses before while June rented at a reduced rate to her son Scott?
17 (The Investigator's report indicates that Dick Powell was subsidizing June's
18 expenses.) If Kimberly was truly the power of attorney and aware of June's
19 diminished capacity (as she claims), why did she never step in and demand Scott pay
20 more in rent? Why did Scott move out and cease paying \$1,200 per month in rent
21 prior to Kimberly having funds in place to repair the home, thus leaving the home
22 empty and not generating any income for June? Upon information and belief, Scott
23 moved out in mid-March, so why did Kimberly wait approximately two months to
24 even file the motion requesting a refinance? Why doesn't Kimberly yet have a loan
25 commitment rather than simply the loan estimate (which estimate includes multiple
26 27 28

1 errors, including stating that the home will be owner occupied)? Based upon the
2 photos produced in the Motion to Refinance, it appears the home will likely require
3 significantly more than \$20,000 to repair. This reality, and the other points, seriously
4 call into question Kimberly's ability to properly act as the guardian of June's estate.

- 5 • The Petition to Refinance indicates June's ability to currently be involved in making
6 decisions regarding her real property. Nonetheless, Kimberly alleges June was unable
7 to do so in January 2018 regarding the Kraft property. Gerry and Dick have always
8 stated June was competent to make her own decisions, without any involvement of
9 her family, in January 2018. If Kimberly believes she is competent now, then she
10 clearly would have been competent almost 2.5 years ago. Therefore, there are no
11 other allegations against Gerry why he should not be guardian.
12
- 13 • Kimberly repeatedly argues that June had diminished capacity as far back as 2014.
14 However, no documentation has ever been produced evidencing this allegation, and
15 now the Motion to Refinance suggests that June still has capacity. This is another
16 example of the multitude of unsubstantiated claims made by Kimberly, Robyn and
17 Donna throughout this guardianship process.
18
- 19 • Kimberly's attorney apparently considers Robyn and Donna to be his clients which
20 raises serious concerns about the impartiality of both Kimberly and her attorney.
21 Robyn and Donna were replaced as guardians and thus should not be asserting
22 controlling influence on Kimberly or her attorney. *See* Footnote 38 *infra*.
23

24 **5. Ever since the Court appointed Kimberly to be guardian, it has expressed an**
25 **ability and willingness to change June's guardian if necessary. Sufficient**
26 **evidence exists to make a change now, or discovery and an evidentiary hearing**
27 **should be permitted.**

28 Although the Court chose to make Kimberly June's guardian, despite the many concerns
listed above and the lack of any substantiation of the facts, it also noted at the time that it could

1 remove a guardian *sua sponte* pursuant to SB 20.³³ Since that time, the evidence has shown the
2 ongoing concerns about Kimberly to be true. As stated, most recently she has taken June's money
3 without adequate explanation and continues to isolate June from her husband, among many other
4 concerns that have multiplied since before these proceedings began.

5 At a minimum, this evidence, and the allegations associated with it, makes it clear that
6 serious questions exist regarding Kimberly's suitability to be June's guardian, and whether it is
7 in June's best interest to have Kimberly continue to be her guardian. Gerry believes he is more
8 suitable than Kimberly to be June's guardian, and the Court should either appoint Gerry to be
9 June's guardian now or allow the parties to conduct discovery and have an evidentiary hearing
10 to unveil the facts in this matter.

11
12 The Oppositions argue that Gerry should have appealed the original order appointing
13 Kimberly as guardian; however, it is very likely the appellate court would have remanded the
14 matter back to this Court for further actions as this Court had appointed investigators and
15 specifically stated it would review their findings and consider making changes to the
16 guardianship.

17
18 This Court made clear that all issues were open to consideration after the investigator's
19 reports, even without any additional petition being filed. This Court also scheduled an
20 evidentiary hearing for February 20, 2020. The Court stated on October 15, 2019:

21
22 I'm going to come back in 90 days. At that point in time, SB20 I
23 believe allows me *sua sponte* based on the results of those
24 investigations to make any decision on that 90 day date, lacking a
25 petition. So I could remove her on that day, I could appoint
26 somebody else, I could appoint additional guardians on that day,
27 okay? And depending on what's in that investigation, be ready for
28 it. Okay? Or it may be nothing happens on that day about the
guardian. But I would like you to be here, I would like Kimberly
to be here on that day, okay, and Counsel to be there on that day.³⁴

³³ October 15, 2019 transcript at 74:8-14.

³⁴ *Id.* at 74:8.

1 At the hearing on January 14, 2020, the Court made it clear that discovery is open on a
2 variety of topics. At that hearing, the Parties never objected to the same, nor sought to limit the
3 same.
4

5 The Court indicated the issues being investigated by the court-appointed investigators
6 were the potential topics of an evidentiary hearing, and that such investigations themselves do
7 not constitute discovery, by stating:

8 I leave the scope of the evidentiary hearing sometimes a little bit
9 open because sometimes the investigation brings to light some
10 additional concerns. The scope of the evidentiary hearing is laid
11 out, *the discovery process is open. Working with the investigator*
12 *to give her documents isn't discovery.* (emphasis added)³⁵

13 The investigators had nothing to do with the dog issues. Therefore, this statement by the Court
14 was clearly not intended to leave the scope of discovery limited to the dogs.

15 Additionally, also on January 14, 2020, the Court stated: "Discovery's open. Discover
16 away."³⁶

17 Therefore, at a minimum, this Court should permit discovery and an evidentiary hearing
18 to determine whether Gerry or Kimberly is more suitable to be June's guardian. The arguments
19 above demonstrate that Kimberly has not been and will not be a suitable guardian. Further, if the
20 Court determines that June's powers of attorney are valid,³⁷ then it should consider such
21 nominations a preferential statement for Kimberly, but not a determinative statement. Before the
22 guardianship, no one ever claimed June wanted to live with Kimberly--not June, not Kimberly
23 and no one else. Nothing in the initial petitions filed by Robyn, Donna or June make that claim.
24

25 ³⁵ January 14, 2020 transcript at 9:4-10.

26 ³⁶ *Id.* at 18:22.

27 ³⁷ Discovery, evidence and a ruling on this issue has never occurred. The issue of the validity
28 of the powers of attorney was first made by Kimberly in Probate Court and no ruling has ever
happened. It should be made before this Court determines who is the preferred guardian under
the statute.

1 The Arizona police report submitted herein states that June expressed she did not want to go with
2 Kimberly. It is not beyond comprehension to consider that Kimberly is manipulating June, and
3 has done so for over eight months while limiting June's contact with her spouse by taking away
4 June's cell phone and forcing June to use Kimberly's cell phone for all of June's communication.
5 Even when June and Gerry were permitted to be together, Kimberly continued to hover over
6 them and provided no privacy to them.

7
8 **B. The Court Should Further Investigate Kimberly's Conduct and, if
Necessary, Order Her to Return June's Property.**

9 As outlined above, Kimberly still has not accounted for what happened to the
10 approximately \$5,000.00 she took from June's account, and she is not permitted to comingle
11 June's funds with her own. Even if she recently placed \$5,000.00 into June's account, that money
12 is not necessarily the same money she took from June. In other words, Kimberly may have used
13 June's money for her own purposes and then found another \$5,000.00 to return to June after
14 being questioned and pressured by the Investigator. The Court should require Kimberly to
15 explain what happened to the funds during the intervening months.
16

17 Kimberly failed to account on the sworn Inventory filed herein for the cash in the safe
18 deposit box and did not even account for the existence of the safe deposit box. This seems to fit
19 precisely with the concerns expressed in *Brown*, even though Kimberly returned the funds to
20 June upon being compelled to do so. The various facts discussed as part of this Petition raise
21 serious concerns about Kimberly's fitness to continue as the guardian of June's estate.
22

23 **C. Robyn and Donna Should be Considered Parties Herein and Not Just
24 Interested Persons.**

25 The Court should summarily deny the request to determine whether Robyn and Donna
26 are parties because they did not make the request themselves. They have filed no supplemental
27
28

1 pleading, even though this Court requested they do so. There is no good faith basis for Kimberly
2 and June to expend June's assets to defend Robyn and Donna.³⁸

3 The Oppositions fail to cite to any authority indicating that Robyn and Donna are not
4 parties herein. The factual reality indicates they are parties. They were the Court-appointed
5 temporary guardians and have never been discharged from the same. At what point do they claim
6 they were no longer parties, and what did they do to indicate the same? They are now seeking
7 \$60,000 in attorney fees. Such fee application could not be granted to a non-party. Counsel has
8 appeared on their behalf at every hearing and has never withdrawn such appearance. Their
9 counsel has actively participated in every hearing and sought relief from the Court at every
10 hearing.
11

12 Gerry acknowledges that some interested persons can participate in a guardianship matter
13 to a limited extent and not be considered parties. Such would be the case with June's two other
14 children who have each appeared at one hearing, but who Gerry would not consider parties. The
15 factual reality indicates that Robyn and Donna are clearly beyond the scope of simply being
16 interested persons.
17

18 Gerry could not find anything specifically on point related to when an interested person
19 in guardianship constitutes a party or a non-party for discovery purposes. However, *Blazek v.*
20 *Capital Recovery Assocs.*, 222 F.R.D. 360, 361 (Wis. E.D. 2004) discusses the issue of parties
21 versus non-parties by analyzing whether a defaulted defendant constitutes a party subject to
22 discovery as a party. That court describes certain characteristics of a party by stating:
23
24

25 ³⁸ It is interesting to note that one of Mr. Beckstrom's recent emails included a reference
26 seemingly indicating that his clients are Robyn and Donna. If Mr. Beckstrom is representing (or
27 has represented) Robyn and Donna in these matters, then he would seem to have a conflict of
28 interest in also representing Kimberly and the best interests of June. In particular, if Mr.
Beckstrom is being paid by Robyn (or her husband), then that would seem to exacerbate any
conflict of interest. This conflict seems apparent because Mr. Beckstrom, on behalf of Kimberly,
is seeking relief for the benefit of Robyn and Donna.

1 Under the federal rules, a defaulting defendant loses many of the
2 rights of a party, such as the right to receive notice of future
3 proceedings (except when the defendant has appeared in the
4 action), the right to present evidence on issues other than
5 unliquidated damages, and the right to contest the factual
allegations in the complaint. Thus, by defaulting, a defendant can
reasonably be regarded as having given up most of the benefits
that status as a party confers.

6 The Ninth Circuit cited *Blazek* favorably in *Jules Jordan Video, Inc. v. 144942 Canada*
7 *Inc.*, 617 F.3d 1146, 1159 (9th Cir. 2010) by stating:

8 We agree with the *Blazek* court's analysis, however, that a
9 defaulted defendant should be treated as a nonparty. As the court
10 in *Blazek* noted, a defaulted defendant loses many of the rights of
11 a party, chief among them the right to contest the factual
allegations of the complaint.

12 Even Kimberly's Opposition states: "NRCP 26 makes clear that discovery is allowed
13 (and intended) only when a party seeks to advance a claim or defense."³⁹ Robyn and Donna have
14 repeatedly sought to advance their claims and defenses, both in filed pleadings and in oral
15 arguments.

16 June's Opposition states: "An interested person may become a party to a litigation upon
17 making an objection or by asking the Court to take a certain action but there must be some
18 limitation to an 'Interested person's' ability to drive litigation in a guardianship matter."⁴⁰ This
19 statement weighs in favor of Robyn and Donna being considered parties as they have actively
20 objected to matters, asked the Court to take certain actions throughout this guardianship, and are
21 attempting to drive this guardianship litigation.

23 June's Opposition amazingly (and mistakenly) argues that Gerry, as the spouse of June,
24 is not even an interested person in June's guardianship.⁴¹ June's Opposition then goes on to
25

27 ³⁹ *Id.* at 22:16.

28 ⁴⁰ June's Opposition at 4:13.

⁴¹ *Id.* at 3:16.

1 misquote NRS 159.034(1) by excluding the first three words of the statute which are “The spouse
2 of . . .” Therefore, June’s Opposition turns the statute from listing Gerry as the first priority to
3 entirely excluding Gerry from any consideration at all. Even with an inadvertent cut and copy of
4 the statute it is difficult to imagine how anyone could conceive of a spouse not being an interested
5 person in their own spouse’s guardianship, and yet that is what June’s Opposition argues in
6 addition to misquoting the statute. Perhaps this egregious misunderstanding is why June’s
7 interests in her relationship with her spouse have been essentially ignored by everyone else in
8 this matter.
9

10 In the current case, Robyn and Donna regularly demand the benefits of a party by
11 attending all hearings, sitting at counsel’s table, filing pleadings on virtually every issue, and
12 seeking relief from the Court at virtually every hearing. For example, in addition to all the
13 pleadings filed by Robyn and Donna herein, their attorney has made the following affirmative
14 requests at the hearings herein:
15

- 16 • On October 3rd, Mr. Michaelson objected to Kimberly’s boyfriend speaking and
17 referred to his clients as parties.⁴²
- 18 • On October 3rd, Mr. Michaelson objected to June’s daughter Terri speaking
19 because she had not filed in the case yet.⁴³ Robyn and Donna have never
20 withdrawn their appearance herein and continue to take actions as if they are
21 parties.
22
- 23 • On October 15th, even after Robyn and Donna were removed as temporary
24 guardians, Mr. Michaelson continued to request relief on their behalf.⁴⁴
25
26

27 ⁴² October 3, 2019 transcript at 25:16.

28 ⁴³ *Id.* at 27:24.

⁴⁴ October 15, 2019 transcript at 87:13, 91:9, 96:1 and 97:22.

- On December 10th, even after Robyn and Donna were removed as temporary guardians, Mr. Michaelson continued to request relief on their behalf.⁴⁵
- On January 14th, even after Robyn and Donna were removed as temporary guardians, Mr. Michaelson continued to request relief on their behalf.⁴⁶ In connection with their Motion for Protective Order filed herein, Robyn and Donna suggested that the topics of discovery help determine who should be considered a party for discovery purposes. While they provide no legal authority for such argument, even if it were true it would support the argument that they are parties. Robyn and Donna came to this Court seeking to be appointed Temporary Guardians. In that attempt, they made multiple allegations about Kimberly's lack of fitness to serve as guardian. This lack of fitness is precisely what Gerry's current Petition is about. Therefore, Robyn and Donna submitted themselves to the jurisdiction of this Court regarding the issues of who would be the most suitable guardian for June. They cannot now slink away claiming they are not parties subject to discovery.

D. An Award of Attorney Fees is Not Proper.

Kimberly's Opposition includes a counterpetition for attorney fees and costs pursuant to NRS 159.1583(4). This statute does not exist but is referenced repeatedly throughout Kimberly's Opposition. Presumably, Kimberly's Opposition intends to refer to NRS 159.1853(4). What Kimberly's Opposition misses is the timing of reports by the Investigator. The Investigator's first report was filed March 13, 2020 at which time the Investigator had not received the requested documentation from Kimberly regarding the expenses. Gerry filed the Petition to

⁴⁵ December 10, 2019 transcript at 34:11 and 36:17.

⁴⁶ January 14, 2020 transcript at 5:21, 12:14, 20:16, 25:17, 29:5 and 31:5.

1 Remove and the Petition to Recover on April 14, 2020, based upon the Investigator's first report.
2 Then on April 20, 2020, the Investigator filed a second report which includes documentation
3 from Kimberly which answers some, but not all, questions about the funds taken from June by
4 Kimberly. Kimberly's Opposition wrongfully infers the Investigator's second report existed
5 prior to Gerry filing the Petition. Therefore, Gerry's Petition was entirely appropriate at the time
6 of filing and remains appropriate because of the continuing questions and concerns outlined
7 above. To argue that Gerry's Petition is frivolous or improper in any way is incorrect and,
8 frankly, in bad faith given the timing of events and facts of the case.
9

10 **E. The Court Should Allow the Parties to Continue Discovery and Hold an**
11 **Evidentiary Hearing.**

12 Gerry believes that the evidence presented is sufficient cause to remove Kimberly as
13 guardian and appoint him as guardian of the person and a neutral party as guardian of the estate;
14 however, if the Court does not believe the evidence is sufficient, then Gerry urges the Court to
15 allow the Parties to continue the discovery process to help untangle the many disputed facts that
16 exist now and have continued to arise from the beginning of this matter. Indeed, on October 15,
17 2019, the Court set an evidentiary hearing for February 20, 2020 to review the status of the
18 guardianship based on the Investigator's anticipated report. Now that we have the Investigator's
19 reports, which raise many concerns, discovery and an evidentiary hearing would be extremely
20 helpful, if not vital, to help determine precisely what has happened and who is currently the most
21 qualified, suitable person to be June's guardian and act in her best interests.
22

23 Finally, as the Court knows, this case has been highly contentious with many allegations
24 of inappropriate conduct from all parties. The Court has not had the opportunity to review much
25 actual evidence because it has had to rely primarily on the statements of counsel, which is not
26 evidence. In a contentious, complex matter like this one, discovery and an evidentiary hearing
27 are typically undertaken as a matter of course and should occur here. If the Court hears the actual
28

1 evidence applicable to June and her circumstances, then it will be able to make a fully informed
2 decision and all parties involved will feel they have been involved in a fair process and that they
3 have had an opportunity to be heard sufficiently. A fair and thorough process, regardless of the
4 outcome, will likely help the parties work more cooperatively.

5 **CONCLUSION**

6 Kimberly is not qualified or suitable to be June's guardian and has not acted in her best
7 interests. The Investigator recently found she withdrew money from June's bank accounts
8 without adequately accounting for it, even though she has now deposited the same amount of
9 money into June's account. Many other serious questions regarding Kimberly's conduct
10 regarding June continue to persist. Gerry, June's husband of ten years, is qualified, suitable, and
11 willing to serve as guardian of June's person. He has acted in her best interests throughout their
12 marriage and will continue to do so. The Court should appoint him to be the guardian of June's
13 person and replace Kimberly with a neutral guardian of June's estate.
14

15
16 If the Court is not comfortable removing Kimberly immediately, then the Court should
17 permit discovery and an evidentiary hearing regarding the same, and regarding the funds
18 Kimberly withdrew from June's accounts, including by requiring Kimberly to testify under oath
19 regarding the withdrawals.

20 Dated this 13th day of May, 2020.

21 GHANDI DEETER BLACKHAM
22 /s/ Laura A. Deeter

23 Laura A. Deeter, Esq.

24 **VERIFICATION**

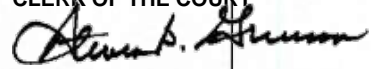
25 I, Rodney Gerald Yeoman, hereby declare I am the husband of Kathleen June Jones;
26 that I have read the foregoing Reply to Oppositions to Petition for Removal of Guardian and
27 for Return of Protected Person's Property and know the contents thereof; that the same are true
28

1 and accurate according to my best knowledge.

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

4 Dated this 13th day of May, 2020.

5
6 By: Rodney Gerald Yeoman 5/13/20
7 Rodney Gerald Yeoman
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JOIN

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Kathleen June Jones,)

An Adult Protected Person.)

Case Number: G-19-052263-A

Department: B

Date of Hearing: 5/20/2020

Time of Hearing: 9:00 a.m.

**ROBYN FRIEDMAN's and DONNA SIMMONS' JOINDER TO KIMBERLY JONES'
OPPOSITION TO RODNEY GERALD YEOMAN'S PETITION FOR REMOVAL OF
GUARDIAN AND RETURN OF PROTECTED PERSON'S PROPERTY AND
COUNTERPETITION FOR ATTORNEY FEES AND COSTS PURSUANT TO NRS
159.1583(4) AND COURT ORDERED SUPPLEMENTAL OPPOSITION CONCERNING
DISCOVERY OF INTERESTED PARTIES PURSUANT TO NRS 159.047
AND
PETITION FOR SANCTIONS, FOR PAYMENT OF ATTORNEYS FEES AND COSTS
TO THE ESTATE AND FOR PECUNIARY LOSSES TO ROBYN FRIEDMAN
AND DONNA SIMMONS INCURRED IN FILING A RESPONSE
TO MR. YEOMAN'S PETITION FOR REMOVAL OF GUARDIAN AND
PETITION FOR APPOINTMENT OF GUARDIAN**

☐ TEMPORARY GUARDIANSHIP

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

☒ GENERAL GUARDIANSHIP

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

☐ SPECIAL GUARDIANSHIP

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

☐ NOTICES / SAFEGUARDS

- ☐ Blocked Account
☐ Bond Posted
☐ Public Guardian Bond

COMES NOW, Robyn Friedman ("Robyn") and Donna Simmons ("Donna"), daughters of Kathleen June Jones, protected person, by and through their attorneys of record, John P. Michaelson, Esq., of the law firm of Michaelson & Associates, Ltd., and Jeffrey R. Sylvester, Esq. of the law firm of Sylvester and Polednak, and hereby file this Joinder to Kimberly Jones' Opposition to Rodney Gerald Yeoman's Petition for Removal of Guardian and Return of Protected Person's Property, Counterpetition for Attorney Fees and Costs Pursuant to NRS 159.1583(4), and Court Ordered Supplemental Opposition Concerning Discovery of Interested Persons Pursuant to NRS 159.047("Opposition") and Petition For Sanctions, for Payment of Attorney's Fees and Costs To The Estate, and For Pecuniary Losses to Robyn Friedman And Donna Simmons Incurred In Filing A Response To Mr. Yeoman's Petition For Removal of Guardian and Petition For Appointment of Guardian.

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1 This Joinder is based upon the following Memorandum of Points and Authorities, all
2 pleadings and papers on file in this case and any oral argument of counsel at the hearing on this
3 matter.

4 DATED: this 14th day of May, 2020.

5 MICHAELSON & ASSOCIATES, LTD.

6 

7 John P. Michaelson, Esq.
8 Nevada Bar No. 7822
9 2200 Paseo Verde Parkway, Ste. 160
10 Henderson, Nevada 89052
11 Attorney for Robyn Friedman and
12 Donna Simmons

13 MEMORANDUM OF POINTS AND AUTHORITIES

14 I. Introduction.

15 1. Mr. Yeoman's petition for removal of Kimberly as guardian and petition for appointment
16 as guardian¹ is without merit and an abuse of the judicial process, and counsel for Robyn and
17 Donna request this court to impose sanctions on Mr. Yeoman.

18 2. Robyn and Donna object to the petition for removal of their sister, Kimberly Jones, as
19 guardian of their mother Kathleen June Jones ("Ms. Jones" or "the protected person") and further
20 object to the especially wasteful and abusive petition for appointment of Rodney Gerald Yeoman
21 ("Mr. Yeoman") as their mother's guardian. Not only has Ms. Jones clearly and repeatedly
22 expressed her preference in her estate planning documents that her daughter, rather than Mr.

23
24 ¹ Mr. Yeoman's pleadings are ambiguous as to whether he thinks he should be general guardian or guardian
25 of the person only. Either way, Robyn and Donna vigorously object to his latest petition for guardianship,
which is ridiculous under the circumstances, counter to Ms. Jones' oft repeated wishes and also repetitive
and abusive to Ms. Jones and her children. Mr. Yeoman is a vexatious litigant.

1 Yeoman, serve as her guardian, she has repeated her preference many times in these proceedings
2 through her court appointed counsel.

3 3. This Court has previously entertained extensive pleadings and argument on these very
4 issues and decided to appoint Kimberly rather than Mr. Yeoman. In addition, Mr. Yeoman has
5 done many things to harm Ms. Jones, including, but not limited to, participating in denial of her
6 clothing, medication, medical appointments, access to her family, access to even one of her two
7 dogs, depriving her of her Kraft house property for far less than market value and taking her out
8 of state against the wishes - and without the knowledge - of her duly appointed healthcare power
9 of attorney agent.

10 4. Mr. Yeoman is currently the subject of elder abuse investigations and a lawsuit to recover
11 his wife's property from his daughter and son-in-law as a result of a transaction he helped to
12 facilitate. He has refused in these proceedings, on multiple occasions, to provide evidence of his
13 ability to care for Ms. Jones, despite demanding Ms. Jones' full and complete medical records and
14 despite acknowledging his own serious health concerns. Ms. Jones never included Mr. Yeoman
15 even as an alternate healthcare agent, nor a HIPAA authorized recipient of her protected medical
16 information. Nevada law does not provide a man with access to his wife's protected medical
17 information simply because he is her husband. Under the circumstances, and in light of his conduct
18 at hearings and through his attorneys, he is the last person who should serve as guardian of Ms.
19 Jones' person or estate.
20

21 5. Mr. Yeoman and his attorneys have been warned repeatedly by counsel and even the Court
22 that their conduct and senseless pleadings could at some point be the subject of sanctions or
23 penalties.
24
25

1 6. Mr. Yeoman's petition to remove Kimberly should be denied, his petition to become
2 guardian should be denied, and this Court should make a finding that Mr. Yeoman is a vexatious
3 litigant and, he should be made to reimburse Ms. Jones' estate not only for filing this pleading but
4 others the Court finds lacking in merit and/or intending to harass or annoy the protected person.
5 The Court should also award Robyn and Donna attorneys' fees and costs for their pecuniary losses
6 associated with responding to Mr. Yeoman's petition for removal and petition for appointment of
7 guardian since as interested parties and daughters of the protected person their duty is to object to
8 protect their mother.

9 7. Mr. Yeoman will likely respond through his attorneys that these claims show Robyn and
10 Donna are parties. They are not. Mr. Yeoman's argument for removing Kimberly is based largely
11 on his unfounded suggestions that Kimberly is required to not only account for the \$5000 she
12 removed from Ms. Jones' account for safekeeping and later replaced, but that she is somehow ripe
13 for removal as guardian for not automatically explaining what happened to the funds not only
14 ultimately, but throughout the time she had them in safekeeping. There is not such positive
15 requirement in Nevada law. The Court can of course ask her to explain the same, but she not
16 having unilaterally done that is not grounds for her removal. If fact, Mr. Yeoman's strained
17 arguments about the \$5000 is exactly the type of baseless inflammatory allegation he complains
18 about throughout his most recent abusive filing.

19 8. Paradoxically, Mr. Yeoman thinks Kimberly should be removed largely for the \$5000
20 matter, but his involvement in – to name a few matters – the taking of the Kraft house for far less
21 than market value, cancelling Ms. Jones' medical appointments, excluding her daughters –
22 including Kimberly on many occasions, keeping Ms. Jones' dogs she was practically begging for,
23 in open court not even allowing her to take one of the dogs, taking her out of state against the will
24
25

1 of her family including her designated healthcare agent, not aiding in recovery or replacement of
2 her medications, not helping the temporary guardians understand her care/medical regimen and
3 not promptly returning her identification and wallet are no bar at all to his service as her guardian.

4 **II. Rodney Yeoman's Petition for Removal of Kimberly As Guardian Should be**
5 **Denied in its Entirety.**

6 9. First, in joining the guardian's Opposition to Mr. Yeoman's latest attempt to remove the
7 guardian, Robyn wishes to state as follows:

8 June (my mom) appears physically more well-groomed consistently since
9 guardianship has begun. Dressed appropriately, hair brushed, nails kept
10 clean multiple times a day, [better] than at any point since the beginning of
11 her mental decline. Her eyes are bright, and she seems more relaxed, less
12 stressed, and less anxious than in previous years. Oftentimes, before
13 guardianship was implemented, it would appear, to my dismay, that the two
14 dogs were kept more well-groomed and clean than my mom was. That has
15 changed and now my mom appears well taken care of physically each time
16 I see her in person or on video. While caring for another person, whether
17 child or adult can be taxing, cleanliness and appearance go a long way
18 towards retaining one's dignity. We had previously been told that while
19 with Gerry and his daughters, that at least one caregiver from the family felt
20 that my mom wasn't able to be transported in their car because of bowel
21 issues. We were exceptionally disappointed to hear this as it wasn't an issue
22 for us as Kim is always conscience of my mom's potential bowel control
23 problems and always sends appropriate personal care items and extra
24 clothing when my mom is away from home. Again, a simple fix that allows
25 my mom freedom of movement throughout the community under Kim's
care, but one we had noted may not have been respected or even recognized
as an option by others caring for her.

10. Thus, from Robyn's perspective (and Donna is in agreement based on her communications
with her mother and others) Kimberly is providing good personal care to Ms. Jones.

11. Mr. Yeoman in his Petition for Removal of Guardian requests Kimberly be removed as
guardian because she withdrew \$6,836.82 from Ms. Jones' account "for personal and unknown
reasons," yet the Financial Forensic Specialist found no misappropriation of funds for Kimberly's
"personal use," and Kimberly provided receipts showing that \$5,000 was deposited back into the

1 Ms. Jones' account after expenses, and that \$2,000 of the amount withdrawn was paid to Johnson
2 and Johnson on July 22, 2019, for the retainer fee regarding the power of attorney issue as set
3 forth in the Financial Forensic Specialist's supplemental report filed on April 20, 2020. No
4 guardianship was in place on July 22, 2019 and at that time, there would have been no legal
5 impediment to Kimberly utilizing the money to fend off Mr. Yeoman's attacks on Ms. Jones'
6 POA's.

7 12. Mr. Yeoman further states that [e]ven if the Court believes Kimberly is suitable to be June's
8 guardian, her status as the preferred person to serve as guardian continues to be in doubt because
9 the Parties and the Court have not had an opportunity to determine whether the powers of attorney
10 signed by June are valid." Petition for Removal of Guardian and For Return of Protected Person's
11 Property at page 3 of 17 lines, 8-11.

12 13. This is appalling. This Court would not have appointed Kimberly as Ms. Jones' guardian
13 if it did not believe she was suitable to act as her guardian. The appointment came after the filing
14 of many lengthy pleadings and multiple even lengthier hearings where all sides' attorneys fully
15 informed the Court of the issues at hand, including the pros and cons of appointing Kimberly. This
16 is nothing more than a futile attempt by counsel for Mr. Yeoman to remove Kimberly as guardian
17 in spite of the fact that: (1) Ms. Jones', by executing the power of attorney documents on multiple
18 occasions expressed her preference for her daughter to handle her health and financial matters, not
19 her husband; (2) this Court saw fit to appoint Kimberly as Ms. Jones' guardian of the person and
20 estate *after* reading and hearing extensive argument on the matters; and (3) on November 25, 2019,
21 the Order from the October 15, 2019 hearing was entered with this Court appointing Kimberly as
22 Ms. Jones' guardian of the person and estate and served upon Mr. Yeoman's counsel. Counsel for
23 Mr. Yeoman had the opportunity to file an appeal of that Order from the October 15, 2019, hearing
24
25

1 but failed to do so. Whether or not the Court took the opportunity to rule on the POA's is moot,
2 due in part to the fact that counsel for Mr. Yeoman expressed repeatedly that they were not valid
3 and Mr. Yeoman showed by his conduct his disdain for and intention not to abide by his wife's
4 decisions expressed in her POA. He rejected them prior to the guardianship and has continued to
5 reject them since, with no reasonable basis for the objections.

6 14. Further time and effort spent in entertaining Mr. Yeoman's frivolous claims at the expense
7 of all parties to this action should not be allowed by this Court. Mr. Yeoman should be sanctioned
8 for bringing his Petition for Removal of Kimberly as Guardian as the petition is without merit and
9 is intended only to harass and annoy not just the guardian but all parties and interested parties to
10 this action who dare to stand up to Mr. Yeoman.

11 **III. Mr. Yeoman is not a suitable guardian.**

12 15. Counsel for Mr. Yeoman repeatedly states how Mr. Yeoman, as Ms. Junes' husband is
13 qualified, suitable and willing to serve as Junes' guardian. Despite the limited medical evidence
14 offered in support of Mr. Yeoman's ability to care for his wife (it appears that those who vouched
15 for him are not even doctors), the fact remains that Ms. Jones articulated her preference of
16 Kimberly as her guardian repeatedly in writing over the span of many years, and again in the course
17 of these proceedings through her attorney, and this Court upheld Ms. Jones' choice of guardian at
18 the October 15, 2019. That decision, to protect a person's repeatedly expressed choice about who
19 will be their own guardian, especially where not appealed, is in no way anywhere close to an abuse
20 of discretion. Mr. Yeoman's filings are once again no more than a blatant attempt to harass Ms.
21 Jones and her children by driving up the cost both financially and emotionally of these proceedings.

22 16. Again, Mr. Yeoman was admittedly involved in the taking of the Kraft property for far less
23 than market value, he cancelled medical appointments, he excluded his wife's designated POA
24
25

1 agent, and her other children, he refused or was very slow in providing medical information about
2 his wife to her temporary guardians, he was extremely slow in providing her identification that
3 was necessary to obtain new medications, he refused or was very slow to provide a list of doctors
4 and a full listing of her bank accounts, he refused to give Ms. Jones access to her pets until
5 compelled by the court and even then was slow to comply, he participated in taking his wife out
6 of state over the objection of her healthcare agent and other children, even after earlier requesting
7 help with the matter as he needed to travel to Arizona for treatment, he complains about not having
8 unsupervised visitation but refused repeatedly to provide his own medical information that the
9 Court stated would be needed to allow the guardian to release Ms. Jones to him unsupervised, even
10 the information he has since provided, upon information and belief, is not signed by an actual
11 physician. In light of the foregoing, and under the circumstances of this litigation, and in light of
12 Ms. Jones' own nomination of Kimberly to serve as her guardian, Mr. Yeoman is simply not
13 suitable to serve as guardian.
14

15 **IV. This Court should find that Mr. Yeoman is a vexatious litigant.**

16 17. Pursuant to NRS 159.0486, a court may find that someone, other than the protected
17 person, is a vexatious litigant if:

18
19 a. If a person files a petition which is without merit or intended to
20 harass or annoy the guardian; and

21 b. Has previously filed pleadings in a guardianship proceeding that
22 were without merit or intended to harass or annoy the guardian;

23 18. Further, if the court finds that a person is a vexatious litigant, the court may impose
24 sanctions on the petition in an amount sufficient to reimburse the estate of the protected person for
25 all of the expenses incurred by the estate of the protected person to defend the petition, to respond
to the petition and for pecuniary losses which are associated with the petition.

1 19. Mr. Yeoman is a vexatious litigant.

2 20. On October 2, 2019, counsel for Mr. Yeoman in his opposition to the Appointment of
3 Robyn Friedman and Donna Simmons as Temporary Guardian, filed a Counter-Petition for
4 Appointment not only as Ms. Jones' Temporary Guardian but also filed Counter-Petition for
5 Appointment of General Guardian of the Person and Estate.

6 21. On October 15, 2019, this Court appointed Kimberly as general guardian of the person and
7 estate.

8 22. However, the order from the October 15, 2019 hearing could not be filed with this Court
9 until November 25, 2020, almost one month later because Mr. Yeoman through his counsel
10 disagreed with the language in the order and wanted to provide medical documentation so that he
11 could have unsupervised visits – a matter he had flatly declined to do at the October 15, 2019
12 hearing itself, which culminated in this Court having to request the order to be submitted and hold
13 an in chambers meeting on November 6, 2019, to decide the issue. These are just a few examples
14 of Mr. Yeoman's many attempts to delay and harass.
15

16 23. On December 6, 2019, in opposition to Kimberly Jones' Petition for Return of Property to
17 the Protected Person, Mr. Yeoman requested this Court to conduct an evidentiary hearing to
18 determine who should be awarded Ms. Jones' dogs. An evidentiary hearing to see whether Mr.
19 Jones could have the enjoyment of even one of her dogs! At great cost to all involved, the matter
20 was eventually resolved but the Court was able to observe first hand Mr. Yeoman's selfish
21 intransigence when in response to the Court's own request, he was not even willing to share one
22 of the animals to comfort his wife after admitting solely enjoying both dogs for over two months.
23 All sides expended huge sums of money, not to mention time and emotional capital. Mr. Yeoman
24 should have spent time and money responding to the temporary guardians' requests including that
25

1 he return or cooperate in providing information to resupply Ms. Jones with her medication, the
2 schedule for her medications, a complete list of her physicians, and any upcoming appointments,
3 her personal items such as personal hygiene items, medical devices, her walker and wheel chair,
4 as well as full financial information to ensure Ms. Jones' finances were secure.

5 24. Despite the dog issue being resolved, on January 20, 2020, counsel for Mr. Yeoman served
6 counsel for Robyn and Donna with interrogatories, requests for admission and requests for
7 productions of document in anticipation of the evidentiary hearing that was set regarding the
8 ownership of the pets and return thereof. On January 24, 2020, Mr. Yeoman, through his counsel,
9 served counsel for Robyn and Donna with notices to appear at depositions.

10 25. By this time, Robyn and Donna had long been replaced as guardians. There were zero
11 unresolved petitions before the Court. However, Mr. Yeoman's actions required the involvement
12 of everyone in this case – Kimberly as guardian would have to be involved extensively either
13 personally or through her counsel in participating in, objecting to and/or reviewing all of Mr.
14 Yeoman's discovery when no issue was even pending. The same for Robyn and Donna and their
15 counsel. These facts were raised repeatedly with Mr. Yeoman's counsel who refused to not
16 propound discovery or to file a petition so respondents could even prepare for the issues. Without
17 a pending petition, how could the other sides, including the guardian, understand what was relevant
18 or what objections should be made? All this resulted in extremely expensive legal wrangling that
19 could have been avoided by simply filing a petition or delaying discovery until a petition was filed
20 or conducting discovery in the "A case" where the lawsuit regarding the Kraft house transfer is
21 actually pending.
22

23 26. On February 6, 2020, counsel for the guardian was unfortunately forced to file a Motion
24 for Protective Order due to Mr. Yeoman's "abuse of the procedures of the guardianship court" and
25

1 based upon [Mr. Yeoman's] attempt to "increase the cost of litigation by . . . setting depositions
2 and propounding discovery in a case where there is no pending issue before this Court." Page 2
3 of 10 of the Motion for Protective Order filed on February 6, 2020.

4 27. On April 14, 2020, amid unfounded allegations of misappropriation of funds by Kimberly,
5 Mr. Yeoman filed yet another petition to remove Kimberly as guardian citing that she is neither
6 qualified or suitable to act as her mother's guardian. Embedded within Mr. Yeoman's Petition to
7 Remove Kimberly as guardian, counsel for Mr. Yeoman, yet again requests appointment of Mr.
8 Yeoman as Ms. Jones' guardian. This issue has been decided yet counsel for Mr. Yeoman refuses
9 to accept and acknowledge this Court's ruling on October 15, 2019.

10 28. Counsel for Mr. Yeoman in his Joinder and Opposition to Petition for Approval of
11 Attorney's Fees and Costs and Request to Enter Judgment Against Real Property of the Estate
12 filed on March 12, 2020 complains that counsel for Robyn and Donna have expended over \$60,000
13 in legal fees, that counsel for the current guardian has already asked for over \$23,000 in fees and
14 Kimberly's previous counsel will seek over \$22,000 in fees yet counsel for Mr. Yeoman does not
15 comprehend that a good portion of these fees are incurred to defend against his client's senseless
16 disregard for his wife's emotional, physical and financial health as well as his attempts to harass
17 and increase the costs of this litigation.

18 29. These acts make Mr. Yeoman a vexatious litigant in these proceedings. His actions were
19 designed to harass and annoy Ms. Jones' guardian, not advance true claims to protect Ms. Jones
20 and the Court should issue sanctions to prevent them from happening and to restore Ms. Jones'
21 estate.
22

23 ///

24 ///

1 **V. Supplemental Briefing Regarding the Right to Conduct Discovery of Temporary**
2 **Guardians Relieved of Their Duties**

3 30. In its minute order of April 15, 2020, this Court requested additional briefing as to whether
4 temporary guardians relieved of their duties can be considered “parties” for discovery purposes
5 and to include the additional briefing its response, if any, to the Petition for Removal of Guardian.
6 By this Joinder, Robyn and Donna expressly incorporate the points and authorities directed to the
7 issue filed by Kimberly in her Opposition. Additionally, Robyn and Donna expressly incorporate
8 the points and authorities filed in support of Kimberly’s Motion for Protective order as though
9 fully set forth herein at length. In addition to the foregoing, Robyn and Donna supplement their
10 argument as follows:

11 31. On September 23, 2019, an Order Granting the Ex Parte Petition for Appointment of
12 Temporary Guardian of the Person of the Estate was entered appointing Robyn Friedman and
13 Donna Simmons as temporary guardians. On October 15, 2019, this Court ordered that Kimberly
14 be appointed as general guardian of the person and estate of Ms. Jones. As a result of the
15 appointment of a general guardian, the temporary guardianship terminated. From that date
16 forward, Robyn and Donna were no longer considered “parties” in the guardianship proceedings
17 – though they remained “interested parties” as statutorily defined. And while they remain active
18 in the case and continue to monitor the health, safety and welfare of their mother, they seek no
19 affirmative relief from this Court at this time.

20 32. The termination of Robyn and Donna as temporary guardians is tantamount to a dismissal
21 of them from the guardianship action – divesting this Court of jurisdiction over them individually
22 for discovery purposes. A party dismissed from litigation is no longer a party. See, e.g., *Eldredge*
23 *v. Martin Marietta Corp.*, 207 F.3d 737, 740 (5th Cir. 2000) (“Because the district court dismissed
24 with prejudice all claims against Dravo, Dravo was no longer a party before that court.”). Indeed,
25

1 the entire point of moving to dismiss for failure to state a claim is “to enable defendants to
2 challenge the legal sufficiency of complaints without subjecting themselves to discovery.” Rutman
3 Wine Co. v. E. & J. Gallo Winery, 829 F.2d 729, 738 (9th Cir. 1987) (emphasis added); see also
4 Lozano v. City of New York, No. 88 CIV. 0659 (SWK), 1992 WL 116433, at *1 (S.D.N.Y. Apr.
5 17, 1992)(a party that has been dismissed from an action is no longer vulnerable to party discovery
6 (though it remains subject to subpoena) citing Stanford v. Kuwait Airlines Corp., 1987 WL 26829
7 (S.D.N.Y.). In McFarland v. City of Sausalito (1990) 218 Cal.App.3d 909, 912, the court noted a
8 dismissed party was no longer a party to the action, and that the status as a non-party was not
9 altered by the fact that an appeal had been filed as to the court's dismissal.

10 33. Inasmuch as Robyn and Donna have been removed as temporary guardian, they cannot be
11 considered “parties” for discovery purposes. Of course, they would be required to respond to any
12 validly issued subpoenas for both the production of documents and/or deposition testimony, but
13 they are not required to respond to written discovery or otherwise participate in any contested
14 matter.

15 **VI. Miscellaneous Items**

16
17 34. Just prior to the filing of this joinder, counsel for Robyn and Donna received Mr. Yeoman's
18 reply to the Opposition. The reply is rife with errors and blatant misrepresentations, but counsel
19 for Robyn and Donna would like to clarify a couple of points in response:

- 20 a. Robyn and Donna are not represented by the guardian's counsel.
- 21 b. The guardian's counsel is not “defending” or fighting for the rights of
22 Robyn and Donna. To the contrary, they routinely throughout these
23 proceedings are having to expend large sums of their own money defending
24 against Mr. Yeoman, a vexatious litigant, and his meritless and repetitive
25

1 pleadings. It is presumed that counsel for the guardian responds to Mr.
2 Yeoman's attacks including inappropriate discovery demands because the
3 inappropriate discovery demands by Mr. Yeoman's attorneys raise cost and
4 expense of these proceedings for everyone, including Ms. Jones. Everyone
5 has to respond to Mr. Yeoman's pleadings so presumably the protective
6 order petition is not Mr. Beckstrom representing Robyn and Donna, it is
7 him trying to quell meritless and abusive tactics by Mr. Yeoman that
8 continue to serve only himself at the expense of his incapacitated wife.

9
10 **VII. Conclusion.**

11 35. Robyn and Donna hereby join the guardian's Opposition to Mr. Yeoman's petition for
12 removal of Kimberly as guardian, and request that the same be denied, and that the Court deny
13 Mr. Yeoman's request to be appointed as guardian of either Ms. Jones' person or estate, and Robyn
14 and Donna pray that the Court will find that Mr. Yeoman is a vexatious litigant under NRS
15 159.0486, impose sanctions upon Mr. Yeoman and request Mr. Yeoman to reimburse the estate
16 of the protected person for all expenses incurred by the estate of the protected person to defend the
17 petition, and also award counsel for Robyn and Donna attorney's fees and costs as and for
18 pecuniary losses associated with responding to Mr. Yeoman's petition for removal of guardian.
19

20 DATED: this 14th day of May, 2020.

21 MICHAELSON & ASSOCIATES, LTD.

22 

23 John P. Michaelson, Esq.
24 Nevada Bar No. 7822
25 2200 Paseo Verde Parkway, Ste. 160
Henderson, Nevada 89052
Attorney for Robyn Friedman and
Donna Simmons

1
2 **VERIFICATION**

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

7 Robyn Friedman, being first duly sworn under penalty of perjury, hereby deposes and
8 says: that she has read the foregoing Joinder to Kimberly Jones' Opposition to Rodney Gerald
9 Yeoman's Petition for Removal of Guardian and Return of Property of the Protected Person; and
10 Petition For Sanctions, For Payment of Attorneys Fees and Costs to the Estate and for Pecuniary
11 Losses to Robyn Friedman and Donna Simmons Incurred in Filing a Response to Mr. Yeoman's
12 Petition for Removal of Guardian and Petition for Appointment of Guardian and that she knows
13 the contents thereof; and that the same are true of her own knowledge, except as to those matters
14 therein stated upon information and belief, and as to those matters, she believes them to be true.

15
16
17 _____
18 Robyn Friedman

19 SUBSCRIBED to and SWORN to me
20 this ____ day of May, 2020.

21
22 _____
23 NOTARY PUBLIC in and for said
24 County and State

VERIFICATION

STATE OF CALIFORNIA)
): ss.
COUNTY OF _____)

Donna Simmons, being first duly sworn under penalty of perjury, hereby deposes and says: that she has read the foregoing Joinder to Kimberly Jones' Opposition to Rodney Gerald Yeoman's Petition for Removal of Guardian and Return of Property of the Protected Person; and Petition For Sanctions, For Payment of Attorneys Fees and Costs to the Estate and for Pecuniary Losses to Robyn Friedman and Donna Simmons Incurred in Filing a Response to Mr. Yeoman's Petition for Removal of Guardian and Petition for Appointment of Guardian and that she knows the contents thereof; and that the same are true of her own knowledge, except as to those matters therein stated upon information and belief, and as to those matters, she believes them to be true.

Donna Simmons

SUBSCRIBED to and SWORN to me
this ____ day of May, 2020.

NOTARY PUBLIC in and for said
County and State

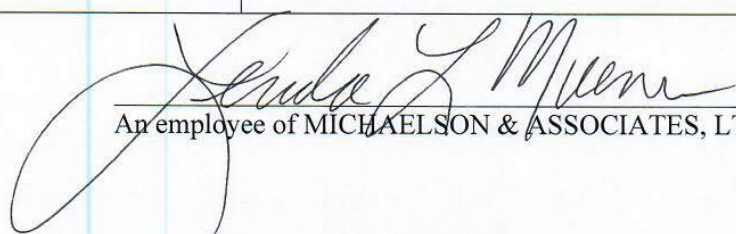
CERTIFICATE OF SERVICE

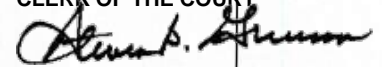
Pursuant to N.R.C.P. 5(b) and NEFCR 9, I hereby certify that on this 14th day of May, 2020, I caused to be served a copy of the above-entitled document on the parties set forth below via the Court e-filing system where an email address is provided and/or by depositing the same in the United States Mail, first class, postage prepaid, addressed as follows:

Jeffrey R. Sylvester jeff@sylvesterpolednak.com	Maria L. Parra-Sandoval, Esq. Legal Aid Center of Southern Nevada mparra@lacsns.org
Kelly L. Easton kellye@sylvesterpolednak.com	Alexa Reanos areanos@lacsns.org
Co-Counsel for Petitioners, Robyn Friedman and Donna Simmons	
Geraldine Tomich, Esq. gtomich@maclaw.com	Ty E. Kehoe, Esq. KEHOE & ASSOCIATES TyKehoeLaw@gmail.com Attorney for Rodney Gerald Yeoman
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Scott Simmons 1054 S. Verde Street Anaheim, CA 92805	Teri Butler 586 N. Magdalena Street Dewey, AZ 86327
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An employee of MICHAELSON & ASSOCIATES, LTD.



JOIN

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Attorneys for Petitioners

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Kathleen June Jones,)

An Adult Protected Person.)

Case Number: G-19-052263-A

Department: B

Date of Hearing: 5/20/2020

Time of Hearing: 9:00 a.m.

**ROBYN FRIEDMAN's and DONNA SIMMONS' LIMITED JOINDER TO
KIMBERLY JONES' PETITION FOR APPROVAL TO REFINANCE REAL
PROPERTY OF THE PROTECTED PERSON**

☐ TEMPORARY GUARDIANSHIP

☐ Person

☐ Estate ☐ Summary Admin.

☐ Person and Estate

☒ GENERAL GUARDIANSHIP

☐ Person

☐ Estate ☐ Summary Admin.

☒ Person and Estate

☐ SPECIAL GUARDIANSHIP

☐ Person

☐ Estate ☐ Summary Admin.

☐ Person and Estate

☐ NOTICES / SAFEGUARDS

☐ Blocked Account

☐ Bond Posted

☐ Public Guardian Bond


COMES NOW, Robyn Friedman ("Robyn") and Donna Simmons ("Donna"), daughters of
Kathleen June Jones ("Ms. Jones" or "the protected person"), by and through their attorneys of
record, John P. Michaelson, Esq., of the law firm of Michaelson & Associates, Ltd., and Jeffrey
R. Sylvester, Esq. of the law firm of Sylvester and Polednak, and hereby file this limited joinder

1 to Kimberly Jones' ("Kimberly") Petition for Approval to Refinance Real Property of the Protected
2 Person ("Petition to Refi").

3 This limited joinder is based upon the following Memorandum of Points and Authorities,
4 all pleadings and papers on file in this case and any oral argument of counsel at the hearing on this
5 matter.

6 DATED: this 14th day of May, 2020.

8 MICHAELSON & ASSOCIATES, LTD.

9
10 

11 John Michaelson, Esq.
12 Nevada Bar No. 7822
13 2200 Paseo Verde Parkway, Ste. 160
14 Henderson, Nevada 89052
15 Attorney for Robyn Friedman and
16 Donna Simmons
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MEMORANDUM OF POINTS AND AUTHORITIES

I. Introduction.

1. Upon information and belief, Ms. Jones' estate consists of real property located at 1054 S. Verde Street, Anaheim, CA ("the Anaheim Property"), a bank account with Bank of America with a small sum, a 2019 Chevy Equinox and a claim for recovery of her longtime home in Las Vegas located at 6277 W. Kraft Avenue, Las Vegas, Nevada 89130 ("Kraft house"), which was illegally transferred to her husband's daughter and son-in-law, and which is the subject of a lawsuit, Case No. A-19-807458-C, pending in the Eighth Judicial District Court. In addition to the assets of the estate, upon information and belief, Ms. Jones receives approximately \$1,200 per month in social security.

2. It is undisputed, that Ms. Jones is in need of additional resources to provide for her care, maintenance and support. The Anaheim Property is her only significant asset that can be utilized at this time to help with those needs.

3. Robyn and Donna are in agreement that Ms. Jones is in need of additional income to provide for her care, maintenance and support. Ms. Jones' only available significant asset to provide that support is the Anaheim Property which, unfortunately, is in too deplorable a condition to rent much less sell. Kimberly, as guardian, has sought permission from this Court to restructure the debt on the Anaheim Property to a much lower interest rate and simultaneously to utilize some of the equity to rehabilitate the property "and increase her monthly income drastically. The remainder of the funds from the refinance will be utilized for June's well-being and care" Petition to Refi at page 3, lines 10-12.

4. Robyn and Donna join the guardian in her Petition to Refi insofar as that appears to be a wise and prudent step to produce income for their mother. However, Robyn and Donna request

1 that the guardian obtain the services of a licensed appraiser and a licensed inspector, that a line-
2 item budget be developed with input from the appraiser and inspector, that licensed and insured
3 contractors perform the work, and with permits being obtained where necessary. Robyn and
4 Donna believe these precautions will protect Kimberly and their mother.

5 5. Although attorneys for the sisters have been in communication on these points, upon
6 information and belief, the guardian has authorized her significant other, Dean and/or friends of
7 Dean's to already commence rehabbing the property without these precautions being in place.

8 6. A guardian has a duty to protect, preserve and manage the estate of a protected person.

9 **II. Proper Planning and Use of Professionals**

10 7. Robyn has been involved with the rehab of a number of properties. She has learned the
11 hard way that assumptions about what a property might need can often be misleading. Best
12 practice is to develop a line-item budget, and then review that with a licensed appraiser. A
13 qualified appraiser can review the budget and suggest estimated rental or sales values for the
14 property depending on which budget items are implemented. The appraiser may even be able to
15 suggest other changes that might add significant value.
16

17 8. A licensed inspection can be obtained on the property with a written report to ensure
18 cosmetic projects are not undertaken with a limited budget only to find out later that major systems
19 may need critical repair/replacement.

20 9. Utilizing licensed contractors for each aspect of the rehab ensures that the individuals or
21 companies that perform the work on the property will carry their own liability and workman's
22 comp insurance as required by law to protect the guardian and Ms. Jones' estate should someone
23 be injured in the course of the rehab.
24
25

1 10. Also, the homeowner's insurance company insuring the property should be informed of the
2 rehab and the rate may need to be adjusted to protect all parties during the remodel.

3 11. Finally, proper permits should be obtained before beginning the rehab project.

4 12. Robyn and Donna understand that not everything needed may be able to be done, but these
5 steps help ensure the best possible return on investment, and Robyn and Donna support even more
6 equity being utilized if necessary to accomplish these precautions and ensure the best ROI.

7 **III. A Guardian has a duty to protect, preserve and manage the estate of a protected**
8 **person.**

9 13. NRS 159.083 provides that a guardian of an estate shall protect preserve and manage the
10 estate for the best interests of the protected person, and shall apply the estate of the protected
11 person for their proper care maintenance . . . and support.

12 ***NRS 159.083 General functions of a guardian of estate.***

13 *A guardian of the estate shall:*

14 *1. **Protect, preserve, manage and dispose of the estate of the protected person***
15 *according to the law and for the best interests of the protected person.*

16 *2. **Apply the estate of the protected person for the proper care, maintenance,***
17 ***education and support of the protected person . . .***

18 . . .

19 (Emphasis added.)

20 14. Robyn and Donna believe best practice would be to approach this project being approached
21 through the lens of a fiduciary duty to the estate rather than being approached as a remodel on
22 personal home where taking risks with friends completing work is a tolerance one may deem
23 appropriate. Not implementing professional arms-length protocols on a potentially costly rehab
24 can expose the protected person's estate to unnecessary risk. This is particularly important in the
25 instant case because Kimberly as guardian in this particular case and especially with COVID-19

1 concerns will not be able to oversee the project daily, walk the job site, or review and sign contracts
2 with multiple subcontractors like painters, flooring installers, drywall repair companies, etc. at this
3 time while June is still isolating.

4 **IV. Conclusion.**

5
6 15. Accordingly, Robyn and Donna hereby join in Kimberly's Petition to Refi but suggest the
7 foregoing best practices be incorporated.

8 DATED: this 14th day of May, 2020.

9
10 MICHAELSON & ASSOCIATES, LTD.

11 

12 John Michaelson, Esq.
13 Nevada Bar No. 7822
14 2200 Paseo Verde Parkway, Ste. 160
15 Henderson, Nevada 89052
16 Attorney for Robyn Friedman and
17 Donna Simmons
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VERIFICATION

STATE OF NEVADA)
): ss.
COUNTY OF CLARK)

Robyn Friedman, being first duly sworn under penalty of perjury, hereby deposes and says: that she has read the foregoing Limited Joinder to Kimberly Jones' Petition For Approval To Refinance Real Property of the Protected Person, and that she knows the contents thereof; and that the same are true of her own knowledge, except as to those matters therein stated upon information and belief, and as to those matters, she believes them to be true.

Robyn Friedman

SUBSCRIBED to and SWORN to me
this ____ day of May, 2020.

NOTARY PUBLIC in and for said
County and State

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VERIFICATION

STATE OF CALIFORNIA)
): ss.
COUNTY OF _____)

Donna Simmons, being first duly sworn under penalty of perjury, hereby deposes and says: that she has read the foregoing Limited Joinder to Kimberly Jones' Petition For Approval To Refinance Real Property of the Protected Person, and that she knows the contents thereof; and that the same are true of her own knowledge, except as to those matters therein stated upon information and belief, and as to those matters, she believes them to be true.

Donna Simmons

SUBSCRIBED to and SWORN to me
this ____ day of May, 2020.

NOTARY PUBLIC in and for said
County and State

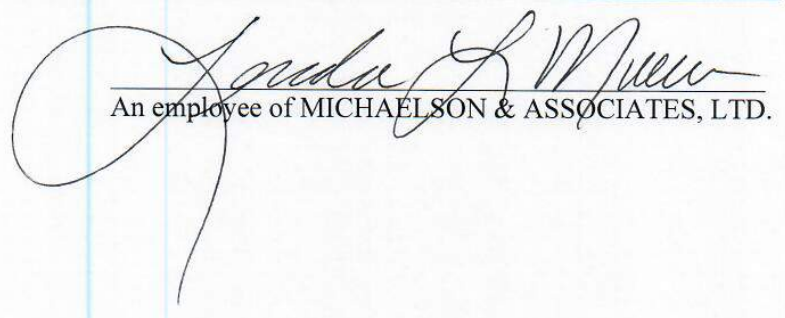
CERTIFICATE OF SERVICE

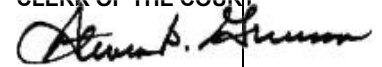
Pursuant to N.R.C.P. 5(b) and NEFCR 9, I hereby certify that on this 14th day of May, 2020, I caused to be served a copy of the above-entitled document on the parties set forth below via the Court e-filing system where an email address is provided and/or by depositing the same in the United States Mail, first class, postage prepaid, addressed as follows:

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

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

KATHLEEN JUNE JONES,
Adult Protected Person.

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

Date: May 20, 2020
Time: 9:00 a.m.

**REPLY TO ROBYN FRIEDMAN'S AND DONNA SIMMONS' OPPOSITION RE
PETITION FOR REMOVAL OF GUARDIAN AND FOR RETURN OF PROTECTED
PERSON'S PROPERTY**

**AND
OPPOSITION TO PETITION FOR SANCTIONS**

Rodney Gerald Yeoman ("Gerry"), husband of the Protected Person Kathleen June Jones
("June"), by and through his counsel of record, submits this Reply to Robyn Friedman's and

1 Donna Simmons' Opposition to Petition for Removal of Guardian pursuant to NRS 159.185
2 and 159.1853 and for Return of Protected Person's Property pursuant to NRS 159.305, and
3 Opposition to Petition for Sanctions.

4 **The Joinder and Counterpetition should be stricken.**

5 The Joinder and Counterpetition are extremely late and should be stricken by this Court.
6 An opposition is due 14 days from service of a motion.¹ The Petition was filed herein on April
7 14th, and the Joinder was not filed until 30 days later. Specific authority was not found for a
8 joinder in an opposition, however a joinder in a motion is required to be done within 7 days of
9 a motion being filed.² Here, Kimberly filed her opposition on April 27th; thus, any joinder would
10 be due no later than May 4th. The Joinder was not filed until May 14th. Not even a reply brief is
11 supposed to be filed within 7 days of the scheduled hearing³, and the Joinder was filed only 6
12 days before the scheduled hearing. Additionally, the late filing now necessitates not only a late
13 reply brief⁴, but also necessitates expenditure of additional resources in preparing a second reply
14 brief. Finally, the Joinder includes a reply to Gerry's Reply Brief which is not a permissible
15 pleading in the rules. Therefore, the Joinder and Counterpetition should be stricken and ignored.

16 Additionally, it is unclear why Robyn and Donna felt compelled to file anything at all.
17 Both the guardian herein and the protected person already opposed Gerry's Petition. Robyn and
18 Donna claim they are not parties nor seeking affirmative relief, and yet they once again file a
19 significant pleading herein unnecessarily increasing paperwork, wasting resources, and
20 specifically requesting affirmative relief.
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22
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25

26 ¹ EDCR 2.20.

27 ² *Id.*

28 ³ *Id.*

⁴ To the extent necessary, Gerry requests the right to file this late reply brief pursuant to EDCR 2.20.

1 If not stricken, the Joinder and Counterpetition should be treated similarly to Kimberly's
2 Opposition and Counterpetition, and the arguments made in Gerry's Reply Brief filed on May
3 13, 2020 are incorporated herein by reference.

4 **Unsubstantiated and false allegations by Robyn and Donna.**

5 As has become common in this guardianship, nearly every single factual allegation made
6 by Robyn and Donna are both unsubstantiated and false. Additionally, most of the allegations
7 made in the Joinder about Gerry, were actually directed against Kimberly at the beginning of
8 this guardianship. Robyn and Donna are both two-faced and opportunistic in their making of
9 allegations.
10

11 Just one example of the many extreme and ridiculous allegations is related to alleged
12 withholding of the identification and medication of June. June was wrongly taken from her
13 husband on Saturday, September 7, 2019. Gerry did not even know where his wife was for a
14 couple of days. He also strongly opposed the taking of his wife and therefore if he ever desired
15 to be difficult with Kimberly this would have been the perfect time. However, Gerry loves and
16 cares for his wife, and so as soon as it was discovered where she was and the identification and
17 medication were requested, they were immediately turned over on Wednesday September 11,
18 2019. A photo of the items that were turned over is attached hereto as **Exhibit A**. These items
19 were turned over to Kimberly, who had June at that time. This occurred long before Robyn and
20 Donna's actions in connection with any guardianship. Robyn and Donna have been repeatedly
21 informed about the identification and medication, but nonetheless continue to make the
22 inflammatory, unsubstantiated, and patently false allegation even eight months later.
23
24

25 These types of allegations have been made against Gerry from the beginning of this
26 case, but Gerry has never been given an opportunity to conduct discovery and have an
27 evidentiary hearing related to the same. It is not reasonable for the allegations of Kimberly,
28 Robyn, and Donna to be accepted as factually accurate without any supporting evidence and an

1 opportunity for cross-examination, especially when such acceptance results in the breakdown
2 of a long-term loving and caring marriage.

3 Robyn alleges the dogs were better groomed than June⁵, and yet during litigation
4 regarding the dogs it was alleged that June cared for the dogs. Robyn and Donna cannot keep
5 their stories straight because most of them are just that: stories.

6 Amazingly, Robyn alleges that Gerry is the one that wanted to keep June in her home⁶,
7 and yet it is undisputed that Robyn refused to provide the financial means for June to travel.
8 Nonetheless, through the assistance of Dick Powell, Gerry and June traveled all over the United
9 States, as well as to Canada and Mexico. Robyn well knows these facts, and yet states otherwise
10 to the Court.
11

12 There has also never been any evidence provided of how often Robyn or Donna saw
13 June before the guardianship, nor how often they are seeing June since the guardianship.
14 Therefore, Robyn's statement about June's appearance⁷ should be subject to further evidence
15 and cross-examination.
16

17 The Joinder states: "Kimberly provided receipts showing that \$5,000 was deposited
18 back into the [sic] Ms. Jones' account after expenses. . ." ⁸ However, there has never been any
19 allegation of expenses being deducted in connection with the approximately \$5,000 taken by
20 Kimberly. This error evidences Robyn and Donna's fundamental misunderstanding of facts
21 throughout this process, followed by the attendant misrepresentation of facts to the Court.
22

23 The Joinder states: ". . . there would have been no legal impediment to Kimberly
24 utilizing the money to fend of [sic] Mr. Yeoman's attacks on Ms. Jones' POA's [sic]." ⁹
25

26 ⁵ Joinder at 6:10.

27 ⁶ *Id.* at 6:17.

28 ⁷ *Id.* at 6:8.

⁸ *Id.* at 6:25.

⁹ *Id.* at 7:5.

1 Although Gerry disagrees with this claim, he nonetheless points out that there would have been
2 no legal impediment to June doing anything she wanted with her Kraft property in January
3 2018; no legal impediment to June traveling out of state with her husband without permission
4 of her adult children; and it was not Gerry that attacked the powers of attorney but it was
5 Kimberly's decision to go to court to determine whether the powers of attorney were valid.

6 The suggestion that June was not permitted to travel out of state without permission of
7 Kimberly as the purported power of attorney is preposterous. All of June's children were aware
8 of June traveling all over the United States, and also to Mexico and Canada. They never claimed
9 June was not permitted to travel outside of Nevada.
10

11 **The claims for vexatious litigant sanctions should be denied.**

12 The requests regarding vexatious litigant sanctions are entirely frivolous and should be
13 subject to Rule 11 sanctions themselves. Not even the guardian or the protected person are
14 claiming Gerry is a vexatious litigant. Arguably, Robyn and Donna do not even have standing
15 to make these claims on behalf of the guardianship estate as June is adequately represented by
16 the guardian and her counsel, as well as by June's own counsel.
17

18 Additionally, a husband filing an opposition to a petition seeking guardianship of his
19 spouse¹⁰ is not a vexatious pleading, and neither is disputing a draft order from a hearing¹¹. The
20 issues regarding the dogs were resolved via stipulation with no admission of wrongdoing by
21 either side, and each side agreeing to bear their own attorney fees and costs. Robyn and Donna
22 were not even parties to the stipulation regarding the dogs. Therefore, again, they are pursuing
23 litigation that is entirely unnecessary and unfounded. There is not a single inappropriate pleading
24 filed by Gerry, let alone multiple pleadings as required by NRS 159.0486.
25
26
27

28 ¹⁰ *Id.* at 10:2.

¹¹ *Id.* at 10:8.

1 Regarding the dog issues, which are fully resolved by stipulation and therefore a waste
2 of time for Robyn and Donna to be raising, the Joinder states: “Despite the dog issue being
3 resolved, on January 20, 2020, counsel for Mr. Yeoman served counsel for Robyn and Donna
4 [discovery].”¹² This evidences another blatant misstatement of the facts of this case. The dog
5 issues were not resolved on January 20th when the discovery was served. That was part of the
6 purpose of the discovery requests. The stipulation regarding the dogs was not executed by Gerry
7 until February 1st.
8

9 Paragraph 27 of the Joinder claims that on April 14, 2020 when the Petition to Remove
10 was filed by Gerry there were “unfounded allegations of misappropriation of funds by Kimberly.
11 . . .”¹³ This is another blatant misstatement by Robyn and Donna. On April 14, 2020, the
12 Investigator had filed only her first report, which raises the concerns about the money taken by
13 Kimberly. No documentation regarding these concerns was provided by the Investigator until
14 the supplemental report was filed on April 20th, after the current Petition. And, even the
15 supplemental report leaves many unanswered questions.
16

17 **Robyn and Donna are clearly parties herein.**

18 Robyn and Donna are clearly parties herein, as explained in Gerry’s Reply.

19 Without any legal support, the Joinder argues: “[t]he termination of Robyn and Donna as
20 temporary guardians is tantamount to a dismissal of them from the guardianship action. . . .”¹⁴,
21 and then provides legal authority for a dismissed party not being subject to discovery as a party.
22 While it goes without saying that a non-party is not subject to discovery as a party, the Joinder
23 ignores that Robyn and Donna currently have a petition to discharge them as temporary
24 guardians. Therefore, even under their strained theory of the law they have not been “dismissed.”
25
26

27 ¹² *Id.* at 11:5.

28 ¹³ *Id.* at 12:4.

¹⁴ *Id.* at 13:21.

1 Additionally, they ignore their continuing actions as a party herein. Contrary to their
2 statement that “they seek no affirmative relief from this Court at this time,”¹⁵ they currently have
3 pending four different petitions for relief: they are seeking over \$60,000 in attorney fees; they
4 are seeking to be discharged as temporary guardians; they are seeking sanctions in their Joinder;
5 and they are seeking relief related to Kimberly’s Petition to Refinance.

6 **Conclusion.**

7
8 If Kimberly is removed for misappropriation or any other reason, then the Court will
9 need to appoint a new guardian. Gerry is statutorily preferred over any other person. If the Court
10 decides against appointing Gerry, then it can appoint a neutral guardian.

11 This Court should remove Kimberly as June’s guardian, or at least permit discovery and
12 an evidentiary hearing if the Court is not willing to immediately make such replacement.
13 Additionally, the Court should deny the claim for sanctions by Robyn and Donna and should
14 grant sanctions to Gerry against Robyn and Donna based on their improper Joinder and
15 Counterpetition.
16

17 Dated this 18th day of May, 2020.

GHANDI DEETER BLACKHAM

/s/ Laura A. Deeter

Laura A. Deeter, Esq.

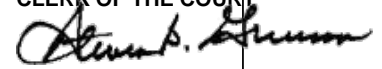
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¹⁵ *Id.* at 13:19.



EXHIBIT A Page 1 of 1

1631



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

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

KATHLEEN JUNE JONES,
Adult Protected Person.

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

Date: May 20, 2020 (OST)
Time: 9:00 a.m. (OST)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NRS 159.121 requires the Court to:

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

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

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

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

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

19 Additionally, the Motion to Refinance raises many issues that are relevant to the Petition
20 to Remove Kimberly currently pending before this Court.
21

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

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

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

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

6 **Conclusion.**

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

14 Dated this 18th day of May, 2020.

GHANDI DEETER BLACKHAM

/s/ Laura A. Deeter

Laura A. Deeter, Esq.

DISTRICT COURT
CLARK COUNTY, NEVADA

Guardianship of Adult

COURT MINUTES

May 20, 2020

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

May 20, 2020 09:00 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 Jeffrey R Sylvester, Attorney, Present
John P. Michaelson, Attorney, Present

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

Donna Simmons, Petitioner, Temporary Guardian, Present Jeffrey R Sylvester, Attorney, Present
John P. Michaelson, Attorney, PresentRodney Gerald Yeoman, Other, Present Laura A Deeter, Attorney, 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, Not Present

Richard Powell, Other, Not Present Pro Se

JOURNAL ENTRIES

CITATION REGARDING PETITION FOR REMOVAL OF GUARDIAN AND FOR RETURN OF PROTECTED PERSON'S PROPERTY... KIMBERLY JONES' OPPOSITION TO RODNEY GERALD YEOMAN'S PETITION FOR REMOVAL OF GUARDIAN AND FOR RETURN OF PROTECTED PERSON'S PROPERTY AND COUNTERPETITION FOR ATTORNEY FEES AND COSTS PURSUANT TO NRS 159.1583(4) AND COURT ORDERED SUPPLEMENTAL OPPOSITION CONCERNING DISCOVERY OF INTERESTED PARTIES PURSUANT TO NRS 159.047... HEARING REGARDING REPLY TO OPPOSITIONS REGARDING PETITION FOR REMOVAL OF GUARDIAN AND FOR RETURN OF PROTECTED PERSON'S PROPERTY... HEARING REGARDING REPLY TO ROBYN FRIEDMAN'S AND DONNA SIMMONS' OPPOSITION REGARDING PETITION FOR REMOVAL OF GUARDIAN AND FOR RETURN OF PROTECTED PERSON'S PROPERTY AND OPPOSITION TO PETITION FOR SANCTIONS... PETITION FOR APPROVAL REGARDING REFINANCE REAL PROPERTY OF THE PROTECTED PERSON... HEARING REGARDING RESPONSE TO PETITION FOR APPROVAL TO REFINANCE REAL PROPERTY OF THE PROTECTED PERSON

Court Clerks: Karen Christensen, Tanya Stengel (ts)

All parties appeared via BlueJeans.

Printed Date: 5/28/2020

Page 1 of 4

Minutes Date:

May 20, 2020

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

Court and Counsel engaged in discussion regarding the Petition to Remove Guardian.

Attorney Parra-Sandoval stated they filed a Joinder to Kimberly Jones' Opposition; Protected Person has not changed her preferences on this matter and still wants Kimberly to remain as her Guardian.

Attorney Michaelson stated they do not agree that Kimberly should be removed as Guardian.

Attorney Beckstrom stated they filed an Opposition to the Petition and further stated the allegations are false. Attorney Beckstrom stated the Investigator found no wrong doings; all other issues were previously addressed by the Court and denied. Attorney Beckstrom further stated the Petition has no merit and stated Mr. Yeoman would not be a suitable Guardian.

Attorney Deeter stated the Guardian removed \$5,000.00 and only put it back when it was found through the investigation. Attorney Deeter made further statements regarding the safety deposit box not being listed on the inventory, the refinance Petition, the Guardian not properly managing the estate, and the Guardian not being suitable. Attorney Deeter stated the matter should be set for Evidentiary Hearing. Attorney Deeter further stated Mr. Yeoman had everything taken away from him and is fighting to be in Protected Person's life and only wants her interests protected.

Attorney Kehoe stated concerns about the late filing of the Joinder and further stated the signature blocks were not signed by Robyn or Donna. Attorney Kehoe further stated concerns regarding Kimberly not adequately sharing information as previously Ordered by the Court. Attorney Kehoe made further statements regarding Kimberly's suitability as Guardian.

Court, Counsel, and parties engaged in discussion regarding the Petition for Approval to Refinance Real Property.

Court noted concerns regarding the \$20,000.00 estimate and inquired whether or not Kimberly's boyfriend, Dean, is a Licensed Contractor. Court further inquired whether or not the estimated cost is appropriate and reasonable for the renovations. Court stated all parties agree there should be a refinance and the property requires renovation.

Attorney Beckstrom stated it has been difficult to get estimates and exact interest rates right now but they put together the best one they could from a loan company. Attorney Beckstrom further stated Dean has an extensive background in construction and would be doing the work at no cost; the estimate is for purchasing materials only. Attorney Beckstrom further stated Protected Person is out of money and costs are a major concern; Protected Person trusts Dean and wants him to do the work on the home.

Attorney Parra-Sandoval stated Protected Person is not opposing the refinance and supports Kimberly's actions. Attorney Parra-Sandoval further stated there should not be any unnecessary restrictions imposed on Kimberly to renovate the house and Protected Person wants Dean to help with it.

Court reviewed the damages and repairs and stated based on the pictures, some repairs may require a Licensed Professional to do some of the work.

Attorney Michaelson made statements regarding an inspection being absolutely necessary.

Kimberly made statements regarding her not being opposed to calling in a Plumber or a Professional. Kimberly stated it is a basic remodel and requested the Court not put her in a position of responsibility and then tie her hands.

Attorney Deeter stated she agrees with Attorney Michaelson's clients and made statements regarding the liability of the estate if something were to happen. Attorney Deeter stated a Licensed Contractor needs to complete the work so the estate is not sued.

Court noted concerns with the proposed plan or lack of plan for the remodel. Court noted the concern is not regarding Dean painting the walls but stated this is more than a simple remodel as there are missing appliances, structural issues, and holes going to the outside of the house. Court stated it does not want to micro-manage the remodel but Professionals need to be used where Professionals are required.

Court suggested an Inspector go into the home and identify the issues/repairs that need to be done, which would offer all parties a roadmap of what needs to be done to move forward. Court suggested parties then come up with a plan on what items require a Professional and what items can be done by Dean.

Upon inquiry from the Court, Counsel stated no objections.

Attorney Michaelson requested the Inspector and/or Professional Contractors hired have no relation to Kimberly.

Court and Counsel engaged in discussion regarding having a Licensed Contractor versus a Licensed Inspector go into the home. Court stated an Inspector does not have a financial interest but a Contractor would have an interest in the outcome.

Attorney Kehoe made statements regarding the statute requiring setting a maximum interest rate on the refinancing.

Court and Counsel engaged in discussion regarding the interest rate.

Attorney Beckstrom requested the Court to approve 3.5% interest rate.

Attorney Kehoe requested the interest rate be set at 6%.

Upon inquiry from the Court, there were no objections to setting the interest rate at 6%.

Court informed Counsel that the Petition for Fees, Removal of Temporary Guardians, and the interested parties issues are being addressed in the Written Order.

Attorney Kehoe informed the Court that Guardian no longer wanted the male dog and he is now in the possession of Mr. Yeoman. Attorney Kehoe wanted to clarify that this was permanent possession and ownership. Court advised Attorney Kehoe to submit a Stipulation and Order.

COURT ORDERED, the following:

Petition for Removal of Guardian and for Return of Protected Person's Property shall be DENIED. Attorney Beckstrom shall prepare and submit an Order electronically.

Counter-motion for Sanctions shall be DENIED. Attorney Beckstrom shall prepare and submit an Order electronically.

Petition for Approval to Refinance Real Property of the Protected Person shall be GRANTED IN PART.

An INSPECTOR from CALIFORNIA shall be allowed to inspect the home and identify all of the issues. The final report shall be sent to the Court for review. Court will provide a copy to Counsel if necessary.

All work required to be completed by a Licensed Professional shall be completed by a Licensed Professional.

Printed Date: 5/28/2020

Page 3 of 4

Minutes Date:

May 20, 2020

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

Kimberly's boyfriend, Dean shall be allowed to complete work, NOT REQUIRED by a Licensed Professional, AT NO COST to the Estate EXCEPT for Materials. Attorney Michaelson shall prepare and submit an Order electronically.

Matter set on CHAMBER'S CALENDAR 7/20/20 at 8:30 am to review the INSPECTION REPORT.

INTERIM CONDITIONS:

FUTURE HEARINGS:

Jul 20, 2020 8:30AM Status Check
Chambers Marquis, Linda

FILED

MAY 29 2020

Alison L. Johnson
CLERK OF COURT

ORIGINAL

TRANS

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

IN THE MATTER OF THE,)
GUARDIANSHIP OF:) CASE NO. G-19-052263-A
KATHLEEN JONES,) DEPT. B
Protected Person.)

BEFORE THE HONORABLE LINDA MARQUIS
DISTRICT COURT JUDGE

TRANSCRIPT RE: ALL PENDING MOTIONS

WEDNESDAY, MAY 20, 2020

1 APPEARANCES:
2 The Petitioner: ROBYN FRIEDMAN
3 For the Petitioner DONNA SIMMONS
4 JOHN P. MICHAELSON, ESQ.
5 1980 Festival Plaza Drive
6 Suite 300
7 Las Vegas, Nevada 89135
8
9 The Protected Person: KATHLEEN JONES
10 For the Protected Person: MARIA PARRA-SANDOVAL, ESQ.
11 725 E. Charleston Blvd.
12 Las Vegas, Nevada 89104
13
14 The Guardian: KIMBERLY JONES
15 For the Guardian: JAMES BECKSTROM, ESQ.
16 10001 Park Run Drive
17 Las Vegas, Nevada 89145
18
19
20
21
22
23
24

2 PROCEEDINGS

3 (THE PROCEEDINGS BEGAN AT 09:14:09)

4 THE COURT: This is the matter of the Guardianship
5 of Kathleen Jones, G-19-052263. I'm Judge Linda Marquis in
6 the courtroom by myself. Ms. Parra-Sandoval, your appearance
7 for the record?

8 MS. PARRA-SANDOVAL: Yes, Maria Parra-Sandoval,
9 13736 for Legal Aid Center on behalf of Kathleen June Jones.

10 THE COURT: Good morning. Mr. Michaelson, and
11 introduce us to anyone that's on the call that you represent,
12 as well. Mr. Michaelson, can you hear me? Mr. --

13 MR. MICHAELSON: That should be better. Can you
14 hear me now?

15 THE COURT: I can. Your appearance for the record,
16 Mr. Michaelson?

17 MR. MICHAELSON: John Michaelson, Bar number 7822 on
18 behalf of Robyn Friedman who is on the call. I believe her
19 husband's with her, Perry Friedman. And Donna Simmons should
20 be on the phone, as well.

21 MS. SIMMONS: Yes, I am.

22 THE COURT: Okay. Very good. Also, Mr. Kehoe, your
23 appearance for the record?

24 MR. KEHOE: Yes, Your Honor. Ty Kehoe, Bar number

1 6011 for Gerry Yeoman who I believe was dialing in by
2 telephone.

3 THE COURT: Mr. Yeoman, can you hear us?

4 MR. YEOMAN: Yes, we can.

5 THE COURT: Okay. Ms. Deeter, your appearance for
6 the record?

7 MS. DEETER: Good morning, Your Honor. Laura
8 Deeter, 1056 on behalf of Mr. Yeoman.

9 THE COURT: Mr. Beckstrom, are you on the telephone?

10 MR. BECKSTROM: Yes. Good morning, Your Honor.
11 James Beckstrom on behalf of Guardian, Kimberly Jones.
12 Present on the telephone is also Kimberly Jones.

13 THE COURT: All right.

14 MS. JONES: I'm here.

15 THE COURT: All right. I know I'm missing some
16 other individuals. Who else is on the call who hasn't been
17 identified?

18 MR. SYLVESTER: Good morning, Your Honor. Jeffrey
19 Sylvester also on behalf of Robyn Friedman and Donna Simmons.

20 THE COURT: Thank you, Mr. Sylvester. Anyone else?

21 MR. PICCOLO: Good morning, Your Honor. Matthew
22 Piccolo on behalf of Mr. Yeoman also. Thank you.

23 THE COURT: Good morning, Mr. Piccolo. Anyone else?
24 Thank you so much. First, let's deal with the petition to

1 remove guardian. The petition to remove guardian was filed by
2 Mr. Kehoe, Mr. Piccolo and Ms. Deeter on behalf of the
3 Protected Person's husband, Rodney Yeoman. There's been
4 opposition filed.

5 I'd like to start, I've reviewed all of the
6 pleadings. Ms. Parra-Sandoval, do you have anything or a
7 position on this issue?

8 MS. PARRA-SANDOVAL: No, Your Honor. I filed a
9 joinder to Kimberly Jones' opposition on this issue. Ms. June
10 Jones' preference has not changed at all. She still prefers
11 Kimberly. Kimberly's a suitable and qualified guardian, and
12 there's no reason why she can't continue as guardian in this
13 matter.

14 THE COURT: Thank you. Mr. Michaelson?

15 MR. MICHAELSON: We -- we join in the sense that we
16 don't think she should be removed.

17 THE COURT: Mr. Beckstrom?

18 MR. BECKSTROM: Yes, Judge. I mean, I filed a
19 pretty lengthy opposition to it. And there's some procedural
20 issue I think the Court should take into account in reviewing
21 this petition. But in short, these allegation's not only
22 false, we've had the filing from Sonya Jones explaining that
23 the only two transactions complained of are -- they've been
24 accounted for, and they're proper, and the financial

1 investigator found no financial wrongdoing.

2 As to every other allegation in there, this Court
3 has already addressed it and denied it. And there was no
4 appeal taken. So we filed a counter motion for sanctions
5 because these proceedings are starting to become absurd, and
6 the protected person is well aware that every time we have to
7 appear in Court, her life savings is gone.

8 And it's becoming a serious issue. So our position
9 remains, and I laid it out in scathing detail that this
10 petition has no merit. Mr. Yeoman would not be a suitable
11 guardian anyways because he has an active law suit against him
12 in a case which was not dismissed, despite his efforts to try
13 to dismiss it.

14 And he had not demonstrated anything to show he is
15 fit to be a guardian. I know the Court's read the brief, so
16 if you have any particular issues you want me to address, I'm
17 happy to address them.

18 THE COURT: Mr. Yeoman, Ms. Deeter, Mr. Piccolo, and
19 I don't know which one of you would like to take the lead.
20 Your response?

21 MS. DEETER: Thank you, Your Honor. I'll take the
22 lead on this one. I asked in the petition to remove, the
23 primary issue is you have \$5,000 that was taken out and then
24 put back. I know the issue was raised as far as sanctions,

1 but with the timing of Ms. June's report, the updated report
2 was not filed when we filed our petition to remove.

3 And so at the time the petition was filed, as far as
4 we were aware, the money was still missing. But the issue is
5 she removed \$5,000. She put it back. At what point is that
6 okay. You're not allowed to commingle funds, you have to
7 account for funds. The safety deposit box was not listed on
8 the inventory.

9 And so is it okay to take out \$5,000? What if it
10 was \$10,000 and she put it back? What if it was \$20,000, what
11 if it was \$50,000? The bottom line is she removed funds, she
12 didn't account for it, and then after the investigator's
13 report was raised, she finally put it back into the account.

14 We had other concerns as well, and I know we're not
15 at the refinance petition, but both the other children as well
16 as my client have raised issues as far as the refinance
17 petition. And one of the issues that we had pointed out was
18 the error on the owner occupied housing on the loan. At what
19 point is that a mistake, or is it an ill-advised advice to try
20 to save her on property taxes and on her interest rate because
21 owner occupied housing is taxed at a much lower rate in
22 California. Or is it fraud attempting to defraud the mortgage
23 company and pay lower taxes.

24 These are all issues that when Kimberly was

1 initially appointed, there was no evidentiary hearing. But
2 the Court has new information. The Court has the report from
3 Ms. Jones. And this doesn't show perfection or that she's
4 properly managing the estate, or making proper decisions by
5 any means. It's an issue that should be set for an
6 evidentiary hearing.

7 There have never been timings regarding suitability.
8 There have been timings regarding preference, but preference
9 and suitability are two different issues. And as far as
10 sanctions (indiscernible) litigant, my client's 87 years old,
11 he's been through cancer.

12 You have first his spouse being taken away. His
13 daughter comes to Arizona, wherever they are for his medical
14 appointments, and she's gone. And then all of his contact has
15 to be supervised. Then you're taking the dog. What's next,
16 are you going to take his car, do you want to take his income,
17 his (indiscernible).

18 You know, we've been maybe (indiscernible) just
19 taper away. We can't live together. You know, my calls are
20 supervised, my contact's supervised, but that's okay. He's
21 fighting for his rights to see his spouse. He's fighting for
22 his rights to be involved in her life and to protect her,
23 which is no different than, you know, Robyn or Donna filing
24 their own objections to the refinance petition. It's not

1 vexation, it's having things heard on the merits and ensuring
2 that his wife's interests are protected.

3 THE COURT: Anyone else?

4 UNIDENTIFIED VOICE: If I may, Your Honor, just a
5 few additional items. We raised the concern about Robyn and
6 Donna's late filed joinder. And, I'll point out for the
7 record that it has signature blocks for verification, but
8 neither Robyn nor Donna signed off -- signed off on the
9 verification.

10 There is a concern about Kimberly's sharing of
11 information. There were concerns raised by Robyn and Donna at
12 the beginning of this guardianship matter that she was not
13 adequately sharing information. The original order entered
14 herein November 25th ordered her to share medical records with
15 all parties including Gerry, and no medical records, well a
16 few pages of medical records have been shared.

17 The refinance concerns are equally shared by Robyn
18 and Donna. This is not just Gerry trying to be difficult or
19 raising issues on his own. These are consistent concerns
20 about Kimberly as a guardian and limited disclosure about the
21 refinance. There was limited disclosure to the -- to the
22 investigator, Ms. Jones.

23 She had asked for information for Kimberly several
24 times and didn't get it, and then had to wait for this most

1 recent information about the \$2,000 and the \$5,000, or roughly
2 \$5,000. One of the concerns about her suitability or fitness
3 is her taking away June's cell phone and apparently giving it
4 to somebody else to use and requiring June to have a
5 gatekeeper in order to communicate with her spouse.

6 And I think that should be a major concern of the
7 Court. And then maybe lastly the limited medical records that
8 we did receive attached to their -- to Kimberly's opposition,
9 I pointed out that page 99 of that medical record says that
10 Gerry is patient's preferred medical decision-maker per her
11 today.

12 So that is an additional statement by June to her
13 medical provider. Kimberly was present. And it was made
14 after these alleged powers of attorneys were signed. And she
15 indicated that she wanted Gerry to be her decision maker. So
16 I believe there are a lot of factual issues that could be
17 considered by this Court in determining whether Kimberly is
18 proper to continue, or who else might be the best guardian.

19 THE COURT: Thank you. As to the petition to remove
20 the guardian, the request today is denied. Mr. Beckstrom,
21 you'll prepare the order. The counter motion for sanctions is
22 also denied. Mr. Beckstrom, please provide your order to the
23 court in electronic form that is editable by me so that I can
24 add additional findings to your proposed findings.

1 As to the issue of refinance, the Court has some
2 concerns about that, specifically the \$20,000 estimate amount,
3 and what in detail that would represent or who's made that
4 estimate, or whether or not there's been an estimate for the
5 work. In addition, whether or not Kimberly's boyfriend is an
6 appropriate and/or licensed contractor. And that's why the
7 scope of the work is important, and whether or not his
8 estimated cost is the appropriate and market reasonable cost
9 for renovations in that area.

10 It appears that all of the parties agree that there
11 should be a refinance. All -- hold on. All of the parties
12 agree that there should be -- the property requires
13 renovation. It's just the extent and the way the matter
14 should be refinanced.

15 So first I'm going to allow Mr. Beckstrom to address
16 those issues, and then I'll circle back to everyone else. Go
17 ahead, Mr. Beckstrom.

18 MR. BECKSTROM: Thank you, Your Honor. So it's
19 difficult, as the Court can imagine, we're in an environment
20 right now where refinances are very slow. It's difficult to
21 provide the Court with an exact interest rate, closing cost,
22 how much it's going to be.

23 So what we have is we have put forth the best
24 estimation we have available from a loan company as to what we

1 think we can pull out of the house, what the payment would be,
2 and what the anticipated interest rate would be.

3 Now as far as the repairs, I want to make something
4 clear here, that we have a protected person. We have a
5 guardian. But this is -- this should be no different than any
6 other situation where a family member wants to help someone
7 out with making repairs to a house.

8 And we're not talking about structural improvements.
9 We're talking about replacing laminate flooring, we're talking
10 about replacing appliances, painting walls, scraping ceilings.
11 So how did we come up with the estimations?

12 Well, Dean has an extensive background in
13 construction. And he's doing the work for no cost, zero. And
14 we proposed that a line item budget would be provided to the
15 Court as to every penny that was spent on this property. And
16 it would only be for purchases that are needed for new
17 materials, essentially.

18 Dean is not being compensated on this. And, you
19 know, this Anaheim property has a hi of I believe Donna's
20 husband helped at one point make some repairs or install
21 something new. So you know, yes, in theory, it sounds like a
22 great idea to let's go get a professional appraisal, let's
23 hire a big box contractor.

24 But everyone here on this call is aware that the

1 protected person is out of money. So you know, cost is a
2 major concern here. And I ask the Court to put on the hat of
3 reasonableness and ask if it's so out of the ordinary that
4 someone, you know, with an undisputed construction background
5 can't assist the protected person in painting walls and
6 putting laminate floors in and those types of things.

7 So the Court has the ability to, after it looks at
8 the line item budget, which will be provided, it could tax the
9 guardian if money's mismanaged. It can remove the guardian if
10 money's mismanaged. But this is something that June wants
11 done. And Ms. Parra-Sandoval can speak to that.

12 But she wants Dean to do the work. She trusts him,
13 she knows he's capable of doing it. And I don't think this
14 needs to be overly complicated. And it's going to be at the
15 detriment of the protected person if we want to go double the
16 value of these repairs.

17 THE COURT: Ms. Parra-Sandoval?

18 MS. PARRA-SANDOVAL: Yes, Your Honor. June is not
19 opposing the refinance, and she supports Kimberly's actions.
20 But she doesn't want unnecessary restrictions. She simply,
21 you know, if the lender requires restrictions, maybe an
22 appraisal, then those restrictions are okay. But there
23 shouldn't be any kind of unnecessary restrictions imposed on
24 Kimberly in order to, you know, for her to be able to fix her

1 house. And she's happy with Dean helping out, as well.

2 THE COURT: Mr. Michaelson?

3 MR. MICHAELSON: Yeah, I just wondered, can we ask
4 the guardian here, is it her intention to move to that house.

5 MR. BECKSTROM: No, there's no intention. The
6 intention was clearly stated. It's to re-let the house, and
7 it's to dress up the house to an extent where it can be
8 rented.

9 THE COURT: Well, let me --

10 MR. BECKSTROM: And, you know --

11 THE COURT: Let me -- this is the Judge. Let me
12 just say for the record that, and I think it's important to
13 consider that the pictures that were attached are in color and
14 are very easily readable by me and in the record. There are
15 holes in the drywall, there are holes in the drywall to the
16 outside where light is coming in.

17 The damage to the house, and I'm not even -- there
18 is damage to the house. It is not currently safe and livable
19 in this condition. There is no way it could be rented out
20 currently in the condition that it is in. There are missing
21 appliances, significant safety issues. Like for instance, the
22 sliding door is installed on the outside. That's not a safe
23 and livable condition.

24 So my concern is, Counsel, now that I understand a

1 bit more from you about the scope of the work, it appears
2 though that some of the things like installing a gas range
3 might require the assistance of a plumber, right, to hook up
4 those items.

5 When you see some of these pictures where it's
6 described that there is a separation from the rock or rock
7 facing on the outside from the drywall, and there's cracks in
8 the outside cement, those might require a licensed
9 professional to do some of the work.

10 I'm not saying the painting or drywall repair, an
11 unlicensed person might be able to do. But I'm just concerned
12 about the scope of the project based on the pictures.

13 MR. MICHAELSON: Your Honor?

14 THE COURT: Go ahead.

15 MR. MICHAELSON: Oh, I'm sorry.

16 THE COURT: Go ahead, Mr. Michaelson.

17 MR. MICHAELSON: I agree and just want to throw in,
18 you know, we've at different times been accused of being after
19 the estate. So in some ways if you look at it from that
20 perspective, it's not in our interest to have -- no one's more
21 interested in -- in mom's welfare than us, all of us, the
22 family.

23 But so we're not asking, as Maria Parra-Sandoval
24 says about the unnecessary things, an inspection for example

1 is very necessary, and not really that costly. Bu it's
2 important before you just put a new paint job on it to look at
3 things like is there a problem with the plumbing that goes
4 deeper that we haven't seen. Is there mold in the -- it's
5 just if you're going to let this out, we want to protect the
6 estate.

7 So we're not talking about spending astronomical
8 sums. We're just talking about doing it legit, professional,
9 not maybe the way we would do it to our own house when we may
10 be willing -- we're familiar with the property and so forth.
11 So we would just argue, these inspections, they're absolutely
12 necessary, as well as the -- as what you're saying about
13 professional contractors who are licensed, they have worker's
14 comp. It protects the estate.

15 THE COURT: Ms. --

16 MS. JONES: Your Honor, may I? May I have a word?
17 This is Kimberly.

18 THE COURT: Go ahead.

19 MS. JONES: Hi. The picture's being painted that I
20 am opposed to calling in a plumber, that I am opposed to all
21 of these, and that's simply not the case. It is a basic
22 remodel, and I ask that the Court not put me in the position
23 of responsibility and then tie my hands.

24 THE COURT: Well, that's my main -- that's my main

1 job under the statute is tying guardian hands, actually. So
2 that -- that's difficult. Ms. Deeter's laughing. Okay.
3 Ms. Deeter, your position?

4 MS. DEETER: I mean, frankly we agree with Mr.
5 Michaelson's plans on this. The concern is it's a massive
6 liability to the estate if you put renters in there and
7 something happens. And will her homeowner's insurance cover
8 if the house floods and you didn't have a licensed contractor
9 do the work.

10 You know, what if the stone in front falls on
11 someone and it wasn't done appropriately. That's why with
12 guardianships you use licensed contractors, and that's what
13 we're asking. And it is. It's strictly a liability issue,
14 and that's why guardians typically are tasked with using
15 professionals for these items.

16 In addition, you know, if -- if the estate is sued,
17 it's June's separate property. No one's disputing that, but
18 Nevada's community property, California's community property,
19 there's no guarantee they're not going to drag my client into
20 that either.

21 So we're simply asking that they used licensed
22 contractors and have the appropriate, you know, budget put
23 together and make sure that there are funds taken out in the
24 refinance to make sure they can get this done and get the

1 property rented.

2 THE COURT: Okay. So let me say this. I
3 understand, Mr. Beckstrom, that you were giving us your best
4 estimate of the refinance, a best estimate of the interest
5 rate and all of that information. And I don't have any
6 concerns with the refinance itself or you presenting your best
7 estimates and first asking the Court for the ability to seek
8 out that refinance.

9 My concern is with the proposed plan, or lack of
10 plan, for the remodel. I do not have a problem with
11 Kimberly's boyfriend, for no cost to anyone other than the
12 cost of the paint, painting the interior walls. What I am --
13 for example.

14 What I do have a concern with though is when I look
15 at these pictures, it appears to be more than just a simple
16 remodel as Kimberly alleges. There are holes in the drywall
17 to the outside. There are missing appliances. There's
18 significant what appears to be structural issues outside of
19 the house.

20 For those things, let's say like scraping a ceiling
21 which it is my understanding you don't need to be a licensed
22 contractor to do, and if he's not going to -- if he has a
23 background in construction and he has practice in doing this,
24 and he can scrape the ceiling and repaint it for little to no

1 cost to the estate, well then that's wonderful.

2 My bigger concern though is the bigger issues. And
3 what I don't have is a real grasp on what those issues are. I
4 agree with Mr. Michaelson and Ms. Deeter and Mr. Kehoe and
5 Mr. Piccolo on this issue. I don't want to micro manage your
6 remodel. Okay? That is not at the top of my list. And I
7 don't want to do that.

8 However, we do need to do it in a way where we use
9 professionals for those things that require professionals. We
10 don't use somebody's boyfriend. We got too many lawyers on
11 this telephone call to be discussing why or why not we use
12 somebody's boyfriend to hook up gas and do -- and fix drywall
13 holes to the outside of the house we're going to rent out in
14 California no less. And so --

15 UNIDENTIFIED VOICE: Your Honor?

16 THE COURT: -- that -- that concerns me. I am happy
17 because it seems as though Mr. Michaelson and Ms. Deeter share
18 the same concerns for, and I will approve a inspector to go
19 into the house in California and make a list of all the
20 repairs that need to be done, and identify those issues.

21 I think that is reasonable, I think it's prudent, I
22 think it offers for all of us a roadmap moving forward on the
23 remodel. You may share that with all counsel in this case,
24 and I really think that you could come up with a plan about

1 what items require a professional and what items could be done
2 at no cost by Kimberly's boyfriend or whoever else she picks
3 to do that.

4 Does anybody have any objections with that solution
5 moving forward on this issue? Ms. Parra-Sandoval?

6 UNIDENTIFIED VOICE: Your Honor, this -- oh, I'm
7 sorry.

8 THE COURT: Ms. Parra-Sandoval?

9 MS. PARRA-SANDOVAL: So, you know, if a certain job
10 requires a licensed professional, it should be done by a
11 licensed professional. If it's varied esthetic things that
12 Dean can do, you know, June does not appose the help of Dean
13 in those things.

14 THE COURT: All right. Ms. --

15 UNIDENTIFIED VOICE: Your Honor?

16 THE COURT: -- Deeter?

17 MS. DEETER: I don't have any concerns with Your
18 Honor's proposed plan.

19 THE COURT: Mr. Michaelson?

20 MR. MICHAELSON: Yeah, just a couple things.
21 Hopefully the contractors would be arms length. Maybe we
22 would ask that. I know Dean's partner may be a contractor.
23 But also we were thinking maybe the inspector could identify
24 what would need a contractor to do. They can look at the

1 house and in their report just indicate X, Y, and Z needs to
2 be done, and this should be done by a professional who's got
3 -- who's bonded, insured, has workers comp and so forth.

4 THE COURT: Mr. Beckstrom?

5 MR. BECKSTROM: Your Honor, I mean, I'm -- there's
6 no disagreement in an inspector and having it done by someone
7 who's licensed, needs to be licensed. But, you know, I would
8 ask the Court that there's no reason all these attorneys have
9 to be involved in this.

10 So we filed the petition, everyone's aware of it.
11 And I'd like to be able to provide the Court with the
12 inspection if you want it in camera, I mean, to make sure that
13 this is all legitimate. But I think that this is becoming an
14 impossible task, as the Court can see. I mean, we're going to
15 start piecemealing what's required, what's not in this
16 remodel. And that's what we want to avoid --

17 THE COURT: Well then I think that --

18 MR. BECKSTROM: -- because this is a costly issue.

19 THE COURT: I understand. And having micro managed
20 my own remodels over the years, I really don't want to micro
21 manage someone else's. I understand the ridiculousness, and
22 it becomes too much. I think Mr. Michaelson's suggestion
23 would resolve that if that inspector, who needs to be an arms
24 length inspector, have no relationship to Kimberly, be hired

1 by Kimberly to be a licensed professional inspector in
2 California to identify in his inspection report which items
3 need -- which fixes or remodels or repairs need to be
4 conducted by a licensed professional.

5 For example, if plumbing fixtures need to be removed
6 and new, like let's say a hot water heater needs to be removed
7 and a new hot water heater needs to be installed, that needs
8 to be done by a professional plumber.

9 And if he can identify those in his inspection
10 report, than that will be my order. And that inspector --

11 MR. BECKSTROM: Okay. And can --

12 THE COURT: -- applying the rules --

13 MR. BECKSTROM: Can this be --

14 THE COURT: -- in California makes that decision.

15 But issues like painting or other issues, scraping the
16 ceiling, removing carpet, installing new carpet, those items
17 that Kimberly and the inspector deem that do not need to be
18 performed by a licensed professional with a professional
19 license in the State of California, then Kimberly may choose
20 somebody to do those items.

21 I think that it's important to note that Kimberly's
22 representation today is that her boyfriend would perform these
23 items at no cost to the estate other than the cost of the
24 materials.

1 MR. BECKSTROM: Correct. And, Your Honor, so can we
2 -- can we have a licensed contractor walk the property and
3 provide that? I mean, I don't think we need the full
4 appraisal on this property to do this.

5 THE COURT: No, no, not an appraisal. An inspector.

6 MR. BECKSTROM: Okay. Well, an inspector. So a
7 licensed contractor?

8 THE COURT: Well, is that an inspector? In Nevada,
9 inspectors have special licenses, correct?

10 MR. BECKSTROM: Well, and inspector just goes and
11 tells you, you know, what they -- what the property, you know,
12 what the status of the property is. But a contractor's going
13 to be the one who's going to know how to make the repairs and
14 what repairs need to be made.

15 MR. MICHAELSON: Your Honor, we think an inspector
16 should be involved.

17 MR. BECKSTROM: You know, Your Honor, this is the
18 problem --

19 THE COURT: Mr. Michaelson --

20 MR. BECKSTROM: -- is that, you know, I respect
21 Mr. Michaelson's clients, but this is getting so expensive,
22 and we need to have some trust in the guardian here. I mean,
23 this is completely open, and I don't know why a licensed
24 contractor, whether it's arms length or not, if they're

1 licensed, they're licensed.

2 THE COURT: My concern is that an inspector is --
3 their job is to identify those problems and issues in a
4 residential property and say -- and they're -- can identify
5 those problems across the trades. They also do not have a
6 financial interest other than being paid for their report and
7 the outcome of what is or isn't a problem, and whether
8 somebody licensed needs to fix it.

9 MR. BECKSTROM: Understood.

10 THE COURT: A contractor does and may have an
11 interest in the outcome.

12 MR. BECKSTROM: Okay. Can we --

13 THE COURT: It needs to be an inspector --

14 MR. BECKSTROM: -- submit the --

15 THE COURT: The order is it needs to be an inspector
16 from California to identify all of the issues. Those issues
17 that can be performed by Kim's boyfriend without a license and
18 at no cost to the estate, then she can make that decision and
19 allow him to fix those things. Those things that need to be
20 done by a licensed contractor need to be done by a licensed
21 professional.

22 MR. BECKSTROM: Okay.

23 THE COURT: That is the order --

24 MR. BECKSTROM: Did we --

1 THE COURT: Mr. Michaelson --
2 MR. BECKSTROM: And are we --
3 THE COURT: -- you will prepare that order. And I
4 think that's --
5 MR. MICHAELSON: Understood.
6 THE COURT: -- all the pending issues today.
7 Anything else?
8 MR. BECKSTROM: Well, Your Honor, this is
9 Mr. Beckstrom. I just want to -- I want to have clarity on
10 this. So are we to produce that report to the Court? Do you
11 want to see the inspection report or?
12 THE COURT: I think that I better see the inspection
13 report. I'd like to see it. I'm going to set it on my
14 chambers calendar for 60 days, Mr. Beckstrom. And I
15 understand you might have difficulty. I don't see that 60
16 days as a deadline. It's merely an arbitrary date to remind
17 me.
18 MS. JONES: Your Honor?
19 THE COURT: Hold on. I'm going --
20 MS. JONES: Your Honor?
21 THE COURT: -- to take a look at it. If I make the
22 determination that it needs to be provided to the parties,
23 I'll do that at that time.
24 MS. JONES: Your Honor, this is Kimberly. May I

1 have a word?

2 THE COURT: Go ahead.

3 MS. JONES: Can we get an expedited date on this?

4 We -- we can't make it 60 days without paying that mortgage

5 and getting renters in there --

6 THE COURT: Kimberly?

7 MS. JONES: -- to double my mom's income.

8 THE COURT: Kimberly, Kimberly, you have a very good

9 lawyer who has spoken for you today. When I set that date in

10 60 days, that's a chambers calendar date for me to review it,

11 the information. If you get it -- if Mr. Beckstrom gets that

12 information to my office earlier, then I'll look at it

13 earlier. But what I said was that I understand that it may be

14 difficult to get an -- somebody out to the house really

15 quickly. And I was just giving him an arbitrary date on my

16 calendar.

17 Mr. Beckstrom understands what my chambers calendar

18 is. It's just a date for me that's totally arbitrary, okay,

19 so that if I don't have it by those 60 days, somebody in my

20 office is going to reach out to Mr. Beckstrom and say hey,

21 this is on calendar, where's the documents, okay? I've made

22 my --

23 MR. BECKSTROM: Yes, Your Honor.

24 THE COURT: -- order today, all right, approving

1 your request with certain conditions. And Mr. Beckstrom will
2 explain that to you after this phone call.

3 MS. JONES: Okay, thank you.

4 THE COURT: Anything else?

5 MR. KEHOE: Your Honor?

6 THE COURT: Yes.

7 MR. KEHOE: This is Ty Kehoe. On the refinance
8 issue, I believe the statute requires setting a maximum
9 interest rate, which their proposed 3.5 percent doesn't seem
10 to be a realistic tenant-occupied interest rate.

11 THE COURT: Counsel, what are you --

12 MR. BECKSTROM: Your Honor?

13 THE COURT: Yes, go ahead.

14 MR. BECKSTROM: Again, I'm sorry to -- to be so if
15 I'm coming off rude, but Mr. Kehoe's client has no interest in
16 this property. And whether we're going to set a maximum
17 interest rate, this is getting absurd. Obviously we're going
18 to achieve the lowest interest rate possible.

19 If he's trying to insinuate that we're representing
20 that the house is going to be owner occupied to get a lower
21 interest rate, maybe. Okay? So what does he want us to say?
22 It's going to be a rental? Do we get a six percent interest
23 rate? So he has no interest opining on this issue. So we'd
24 ask the Court to approve 3.5. If it comes in at 3.75, we'll

1 advise the Court of that. But, you know, we're doing the best
2 thing we can for the protected person at this point.

3 THE COURT: Mr. Kehoe?

4 MR. KEHOE: It's a statutory requirement, Your
5 Honor. I'm not trying to be difficult, I'm trying to help.
6 And this proposition that my client has no interest is just
7 repeatedly false. My client is entirely interested in his
8 wife, and is totally appropriate to be so.

9 But what I'm suggesting to be helpful is that it's
10 unrealistic for them to get a 3.5 percent. So if that's all
11 that's approved by the Court today, and that's what the order
12 says, then we're all going to be wasting our time coming back
13 here.

14 I don't have a problem with a higher interest rate.
15 I think that makes sense to be included in the order, and I
16 think Mr. Beckstrom and his client will be reasonable in
17 getting an appropriate interest rate based on these
18 circumstances.

19 THE COURT: Mr. Kehoe, what do you think that I
20 should set the interest rate at?

21 MR. KEHOE: I think that it could easily be six
22 percent. I don't know if anybody else has experience, but you
23 know --

24 THE COURT: Anybody else?

1 MR. KEHOE: -- possibly seven percent.
2 THE COURT: Any objection to setting it at six
3 percent? Mr. Michaelson?
4 MR. BECKSTROM: Mr. Beckstrom, no objection.
5 MR. MICHAELSON: No objection.
6 THE COURT: All right. Mr. Beckstrom, do you have a
7 problem with that?
8 MS. PARRA-SANDOVAL: No objection.
9 MR. BECKSTROM: I have no problem with that, Your
10 Honor, six percent.
11 THE COURT: Okay. Thank you very much. All right.
12 Thank you, everyone. Have a great day.
13 MR. MICHAELSON: Wait, Your Honor.
14 THE COURT: Yes.
15 MR. MICHAELSON: Your Honor?
16 THE COURT: Yes.
17 MR. MICHAELSON: This is John Michaelson.
18 THE COURT: Mr. Michaelson?
19 MR. MICHAELSON: Were you -- yeah, were you able to
20 address the discharge of the temporary guardians?
21 THE COURT: It's sitting -- Mr. Michaelson, it is
22 sitting on my desk in final draft.
23 MR. MICHAELSON: Okay. I didn't know whether we
24 were going to go over that. I was thinking it might be on for

1 today. And same thing I guess on the -- on the petition for
2 fees. You'll probably say you got that in the works as well.
3 Is that --

4 THE COURT: It is. They are both sitting on my
5 desk. And I apologize, Counsel. It is difficult during these
6 times to get documents between me and my law clerk. So we've
7 been working on it. But because we're both not able to work
8 together in the office, it makes things a little bit slower.
9 And I apologize to you, but that is our new normal and we're
10 trying to get used to it.

11 MR. MICHAELSON: I fully understand that. And also,
12 same thing, just to make sure. Did you make a decision on the
13 interested party issue?

14 THE COURT: Everything -- all pending issues are
15 sitting in final draft on my desk.

16 MR. MICHAELSON: Okay.

17 THE COURT: And I really do anticipate them to be
18 issued within the week.

19 MR. MICHAELSON: Thank you. I know it's an
20 extremely difficult time.

21 MR. KEHOE: To be clear, Your Honor, I thought the
22 party versus non-party issue was on today.

23 THE COURT: I don't see -- I don't have that on my
24 calendar for today. But I will tell you that it is part of

1 the draft of my order that's sitting on my desk.

2 MR. KEHOE: Okay. You had asked for additional
3 briefing for this hearing. And all the parties provided
4 additional briefing for --

5 THE COURT: And I did get the additional briefing.
6 And it is a part of my written order. So to that extent, I
7 would expect it in the written order.

8 MR. KEHOE: Okay. If I may bring up one more thing,
9 Your Honor?

10 THE COURT: Yes, certainly.

11 MR. KEHOE: Just a few days ago, the guardian
12 contacted my client about the male dog of the infamous two
13 dogs in this case and said that she no longer wants the male
14 dog, and offered it to Gerry. And it was returned to Gerry.
15 And Gerry now has possession and I would just like to clarify
16 on the record that this is permanent possession and ownership
17 now by Gerry since there is an order saying otherwise. And so
18 that we don't have any future issues.

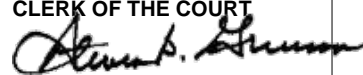
19 THE COURT: Thank you, Mr. Kehoe. Mr. Beckstrom, is
20 that the case?

21 MR. BECKSTROM: Without issue, of course.

22 THE COURT: Counsel, I think we need an order on
23 that issue.

24 MR. BECKSTROM: Okay.

1 THE COURT: Mr. Kehoe, will you prepare that order?
2 MR. KEHOE: I will. I'll prepare a stipulation and
3 order. Thanks, Your Honor.
4 THE COURT: I think that will -- because this was a
5 contested issue in this case, this change I think needs to be
6 reduced to writing.
7 MR. BECKSTROM: No objection.
8 THE COURT: Thank you so much.
9 (PROCEEDINGS CONCLUDED AT 9:53:42)
10
11 * * * * *
12 ATTEST: I do hereby certify that I have truly and
13 correctly transcribed the digital proceedings in the
14 above-entitled case to the best of my ability.
15
16
17 /s/ Michelle Rogan
Michelle Rogan
18
19
20
21
22
23
24



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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:

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 and Denying Kimberly Jones, as Guardian of
16 the Protected Person's Motion for Protective Order was filed on the 21st day of May, 2020, a
17 copy of which is attached hereto.

18 Dated this 21st day of May, 2020.

19 MARQUIS AURBACH COFFING

20
21 By /s/ James A. Beckstrom

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23 Nevada Bar No. 8369
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CERTIFICATE OF SERVICE

I hereby certify that the foregoing **NOTICE OF ENTRY OF ORDER SHORTENING TIME AND NOTICE OF HEARING** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 21st day of May, 2020. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:¹

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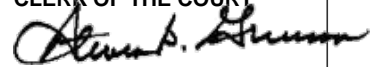
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¹ Pursuant to EDCR 8.05(a), each party who submits an E-Filed document through the E-Filing System consents to electronic service in accordance with NRCP 5(b)(2)(D).



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

11 In the Matter of the Guardianship of Estate of:

12
13 KATHLEEN JUNE JONES,

14
15 Protected Person.

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

16
17 **ORDER GRANTING AND DENYING KIMBERLY JONES, AS GUARDIAN OF THE**
18 **PROTECTIVE PERSON'S MOTION FOR PROTECTIVE ORDER**

19 This matter having come before this Court before the Honorable Linda Marquis for a
20 telephonic hearing on Plaintiff, Kimberly Jones, as Guardian of the Person and Estate of
21 Kathleen June Jones's (the "Guardian") Motion for Protective Order ("Motion") on the 15th day
22 of April, 2020, at 11:00 a.m. James A. Beckstrom, Esq. of the law firm of Marquis Aurbach
23 Coffing, appearing on behalf of Kimberly Jones, as Guardian of the Person and Estate of
24 Kathleen June Jones, Ty Kehoe, Esq., Matthew Piccolo, Esq., and Laura A. Deeter, Esq.
25 appearing on behalf of Rodney Gerald Yeoman ("Defendants"), Maria Parra-Sandoval, Esq.
26 appearing on behalf of the Protected Person June Jones, John P. Michaelson, Esq. and Jeffrey R.
27 Sylvester, Esq. appearing on behalf of Robyn Friedman and Donna Simmons. The Court having
28 reviewed the papers and pleadings on file and heard oral arguments regarding the Motion, hereby
GRANTS the Motion in part and **DENIES** the Motion in part as follows:

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1 1. On September 23, 2019, this Court entered its Order Granting Ex Parte Petition
2 for Temporary Guardianship wherein it appointed Robyn Friedman and Donna Simmons as
3 Temporary Guardians. On October 3, 2019, this Court extended the temporary guardianship.

4 2. On October 2, 2019, Rodney Gerald Yeoman filed his Opposition to Appointment
5 of Temporary Guardian and General Guardian and Counter-Petition for Appointment of
6 Temporary Guardian of the Person and Estate and Issuance of Letters of Temporary
7 Guardianship and Estate and Issuance of Letters of Temporary Guardianship and Counter-
8 Petition for Appointment of General Guardian of the Person and Estate and Issuance of Letters of
9 General Guardianship ("Yeoman's Counter-Petition").

10 3. On October 2, 2019, Kimberly Jones filed her Opposition to Ex Parte Petition for
11 Appointment of Temporary and General Guardian of the Person and Estate; Alternatively,
12 Counter-Petition for Appointment of Kimberly Jones as Temporary and General Guardian of the
13 Person and Estate ("Kimberly's Counter-Petition").

14 4. On October 15, 2019 at the Citation to Appear and Show Cause Hearing,
15 Kathleen June Jones, by and through her Court appointed Counsel, Maria L. Parra-Sandoval,
16 advised the Court that it was Kathleen June Jones' desire that Kimberly Jones be appointed as her
17 client's guardian.

18 5. On November 25, 2019, the Court signed and an entry of order was made with the
19 following by the Court:

- 20 a. IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Kimberly
21 Jones' Counter-Petition is hereby GRANTED.
- 22 b. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Kimberly
23 Jones is hereby appointed as guardian of the Estate and Person of Kathleen
24 June Jones and Letters of General Guardianship shall issue to Kimberly Jones.
- 25 c. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Rodney
26 Gerald Yeoman's Counter-Petition is hereby DENIED in its entirety.
- 27 d. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a return
28 hearing on the Investigative Reports is hereby scheduled for January 14, 2020,
and if necessary, an evidentiary hearing on the Investigative reports is
scheduled for February 20, 2020.

1 6. Yeoman did not file a Notice of Appeal following the November 25, 2019 Order.

2 7. On December 10, 2019, this Court heard oral argument on the Guardian's Petition
3 for Return of Property of Protected Person and Petition for Confirmation to Bring Civil Actions
4 on Behalf of Kathleen June Jones. An evidentiary hearing was set for February 20, 2020.

5 8. On January 24, 2020, counsel for Yeoman, Ty Kehoe, Esq. issued three Notices
6 of Deposition to the following persons: (1) Donna Simmons; (2) Robyn Friedman; and (3)
7 Kimberly Jones. The first deposition was stated to commence February 7, 2020.

8 9. Ty Kehoe, Esq. also propounded requests for admissions, requests for production
9 of documents, and interrogatories to the following persons: (1) Donna Simmons; (2) Robyn
10 Friedman; and (3) Kimberly Jones.

11 10. On January 31, 2020, the Guardian of the protected person, counsel for the
12 protected person, and Yeoman entered into a stipulation that the two dogs subject to the Motion
13 for Return of Property were the sole and separate property of the protected person.

14 11. In the same stipulation and order, the parties agreed that the forthcoming February
15 20, 2020 hearing on the Return of Property was to be vacated, which was confirmed by this
16 Court.

17 12. Notwithstanding the fact no pending petition for relief was before the Court,
18 counsel for Mr. Kehoe refused to vacate the above stated depositions and withdraw the written
19 discovery.

20 13. On February 6, 2020, Kimberly Jones as Guardian of the Protected Person filed a
21 Motion for Protective Order asking this Court to (1) quash the deposition notices and
22 propounded written discovery concerning Kimberly Jones, Robyn Friedman, and Donna
23 Simmons by issuing a protective order; and (2) award fees and costs to the Guardian of the
24 Protected Person pursuant to NRCP 37(a)(5).

25 14. On February 6, 2020, Robyn Friedman and Donna Simmons filed a Joinder to the
26 Motion for Protective Order, with each party having filed a respective opposition and reply
27 thereto.
28

15. "The court may, for good cause, issue an order to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense . . ." NRCP 26(c)(1).

16. NRCP 26(c)(3) governs the award of fees to a party who prevails on moving for a protective order and incorporates the provisions of NRCP 37(a)(5), which contains mandatory fee shifting provisions for the prevailing party seeking a protective order.

The **COURT FINDS** the deposition notices and written discovery issued by Ty Kehoe, Esq. on behalf of Gerald Yeoman to Kimberly Jones, Robyn Friedman, and Donna Simmons were improper and needlessly increased the costs of these proceedings by forcing the Guardian of the Protected Person to seek a protective order, when no issues justifying discovery remained before this Court after the February 20, 2020 Return of Property hearing was vacated.

The **COURT FURTHER FINDS** that for purposes of discovery in guardianship matters, an individual is designated as a "party" when a petition or objection to a petition is currently pending before the court or the person is serving as a guardian. Further, the guardianship designation of "interested party" for purposes of service is separate and distinct from the designation of "party" or "non-party" for purposes of discovery. Accordingly, Petitioners Robyn Friedman and Donna Simmons were parties to this litigation, for purposes of discovery, during the time their Petition was pending until the Temporary Guardianship was terminated and Kimberly Jones was appointed Guardian.

The **COURT FURTHER FINDS** that pursuant to NRCP 37(a)(5) and having considered the factors stated in *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349-50, 455 P.2d 31, 33 (1969), in conjunction with the pleadings, Memorandum of Points and Authorities in Support of Attorney Fees and Costs submitted to this Court, the Guardian of the Protected Person's request for fees and costs is **GRANTED** in the amount of **\$2,588.50**, payable to Kimberly Jones, as

MARQUIS AURBACH COFFING

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1 Guardian of the Protected Person, jointly from Rodney Gerald Yeoman and Ty Kehoe,
2 Esq., within fifteen (15) days following Notice of Entry of this Order.

3 **ORDER**

4 IT IS SO ORDERED.

5 Dated this 7th day of May, 2020.

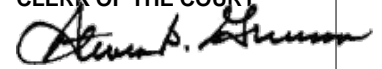
6 
7
8 DISTRICT COURT JUDGE

9 Respectfully Submitted by:

10 MARQUIS AURBACH COFFING

11 By: _____

12 James A. Beckstrom, Esq.
13 10001 Park Run Drive
14 Las Vegas, Nevada 89145
15 *Attorneys for Kimberly Jones, as*
16 *Guardian of Kathleen June Jones*
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12 *Attorneys for Kimberly Jones,*
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 Denying Rodney Gerald Yeoman's Petition for Removal
16 of Guardian and for Return of Protected Person's Property and Denying Kimberly Jones's
17 Counter-Petition for Attorney Fees and Costs Pursuant to NRS 159.1853(4) was filed on the 28th
18 day of May, 2020, a copy of which is attached hereto.

19 Dated this 29th day of May, 2020.

20 MARQUIS AURBACH COFFING

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

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 29th day of May, 2020. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:¹

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871 Coronado Center Drive, Ste. 200
Henderson, NV 89052

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PICCOLO LAW OFFICES
2450 St. Rose Pkwy., Ste. 210
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Attorneys for Rodney Gerald Yeoman

Maria L. Parra-Sandoval, Esq.
LEGAL AID OF SOUTHERN NEVADA
725 E. Charleston Blvd.
Las Vegas, NV 89104
Attorneys for Protected Person

John P. Michaelson, Esq.
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Attorneys for Robyn Friedman and Donna Simmons

Jeffery R. Sylvester, Esq.
SYLVESTER & POLEDNAK
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Attorneys for Robyn Friedman and Donna Simmons

/s/ Cheryl Becnel
An employee of Marquis Aurbach Coffing

¹ 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).

Steven D. Grierson

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11 jbeckstrom@maclaw.com
12 Attorneys for Kimberly Jones

DISTRICT COURT
CLARK COUNTY, NEVADA

10 In the Matter of the Guardianship of Estate of:
11 KATHLEEN JUNE JONES,
12 Protected Person.

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

Hearing Date: May 20, 2020
Hearing Time: 9:00 a.m.

**ORDER DENYING RODNEY GERALD YEOMAN'S PETITION FOR REMOVAL OF
GUARDIAN AND FOR RETURN OF PROTECTED PERSON'S PROPERTY AND
DENYING KIMBERLY JONES'S COUNTER-PETITION FOR ATTORNEY FEES AND
COSTS PURSUANT TO NRS 159.1853(4)**

☐ 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

23 This matter having come before this Court before the Honorable Linda Marquis for a
24 hearing on Rodney Gerald Yeoman's Petition for Removal of Guardian and for Return of
25 Protected Person's Property ("Petition for Removal") and Kimberly Jones's Counter-Petition for
26 Attorney Fees and Costs Pursuant to NRS 159.1853(4) ("Counter-Petition") on the 20th day of

27 May, 2020, at 9:00 a.m. James A. Beckstrom, Esq. of the law firm of Marquis Aurbach Coffing,

<input checked="" type="checkbox"/> Settled / Withdrawn	<input type="checkbox"/> Death
<input type="checkbox"/> Without Judicial Confirmation	<input type="checkbox"/> Age of Majority
<input type="checkbox"/> With Judicial Confirmation	<input type="checkbox"/> Restoration of Competency
<input type="checkbox"/> Alternative Dispute Resolution	<input type="checkbox"/> Order Terminating Guard or Final Accounting
<input type="checkbox"/> Other Manner of Disposition	<input type="checkbox"/> Bench (Non-Jury) Trial
<input type="checkbox"/> Dismissed - Want of Prosecution	<input type="checkbox"/> Disposed After Trial Start
<input type="checkbox"/> Involuntary (Statutory) Dismissal	<input type="checkbox"/> Judgment Reached
<input type="checkbox"/> Default Judgment	
<input type="checkbox"/> Transferred	

☐ Close Case?

Case Number: G-19-052263-A

Page 1 of 5

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1 appearing on behalf of Kimberly Jones ("Kimberly"), as Guardian of the Person and Estate of
2 Kathleen June Jones, Ty Kehoe, Esq., Matthew Piccolo, Esq., and Laura A. Deeter, Esq.
3 appearing on behalf of Rodney Gerald Yeoman ("Defendants"). Maria Parra-Sandoval, Esq.
4 appearing on behalf of the Protected Person June Jones ("June"), John P. Michaelson, Esq. and
5 Jeffrey R. Sylvester, Esq. appearing on behalf of Robyn Friedman and Donna Simmons. The
6 Court having reviewed the papers and pleadings on file and heard oral arguments regarding the
7 Petition, hereby **DENIES** the Petition for Removal and Counter-Petition as follows:

8 **PROCEDURAL HISTORY AND FACTS**

9 1. On October 2, 2019, Yeoman filed a Counter-Petition for Appointment of
10 Temporary Guardian of the Person and Estate and Issuance of Letters of Temporary
11 Guardianship and Estate and Issuance of Letters of Temporary Guardianship and Counter-
12 Petition for Appointment of General Guardian of the Person and Estate and Issuance of Letters
13 of General Guardianship, whereby Yeoman objected to the appointment of Kimberly Jones as
14 Guardian of the protected person ("Yeoman's October 2019 Counter-Petition").

15 2. On October 2, 2019, Kimberly filed her Opposition to Ex Parte Petition for
16 Appointment of Temporary and General Guardian of the Person and Estate; Alternatively,
17 Counter-Petition for Appointment of Kimberly as Temporary and General Guardian of the
18 Person and Estate ("Kimberly's Counter-Petition").

19 3. On October 15, 2019 at the Citation to Appear and Show Cause Hearing, the
20 Protected Person, by and through her Court appointed Counsel, Maria L. Parra-Sandoval, Esq.,
21 advised the Court that it was the Protected Person's desire that Kimberly be appointed as the
22 Protected Person's guardian.

23 4. On November 25, 2019, this Court having entertained oral argument and
24 reviewed the pending Petitions, granted Kimberly's Counter-Petition, thereby appointing
25 Kimberly as Guardian of the Estate and Person of the Protected Person and approving Letters of
26 General Guardianship to issue to Kimberly. Concurrently, the Court having reviewed all
27 arguments presented in Yeoman's October 2019 Counter-Petition, the Court denied Yeoman's
28 October 2019 Counter-Petition in its entirety.

1 15. The COURT FURTHER FINDS the Protected Person's desire is to continue to
2 have Kimberly as the guardian of her person and estate and does not want Yeoman to serve as
3 her guardian of her person or estate. The Court finds the representations of the Protected
4 Person's attorney, Maria Parra-Sandoval, Esq. credible on this issue.

5 16. The COURT FURTHER FINDS that Yeoman's allegations of financial
6 wrongdoing and isolation of the Protected Person by Kimberly as alleged within his April 2020
7 Petition are unsupported and Yeoman's remaining arguments in support of removal of Kimberly
8 have already been considered and denied by this Court on November 25, 2019.

9 17. The COURT FURTHER FINDS that following a review of the Guardianship
10 Compliance Office Forensic Specialist's Report filed with this Court, nothing indicates
11 misappropriation of funds by Kimberly concerning the Protected Person's property, including the
12 transfers raised by Yeoman within his April 2020 Petition.

13 18. The COURT FURTHER FINDS that Kimberly is the preferred guardian of the
14 Protected Person and Yeoman has set forth no facts to suggest his appointment as guardian
15 would be in the best interest of the Protected Person and that Yeoman is not an appropriate
16 Guardian at this time, based on the Protected Person's pending adversarial civil lawsuit against
17 him and the Protected Person's desire for Kimberly to serve as her Guardian.

18 **ORDER**

19 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Yeoman's April 2020
20 Petition is DENIED in its entirety.

21 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Kimberly's Counter-
22 Petition for Attorney Fees and Costs is DENIED in its entirety.

23 IT IS SO ORDERED.

24 Dated this 28th day of May, 2020.

25 
26 DISTRICT COURT JUDGE
27 LINDA MARQUIS 

MARQUIS AURBACH COFFING

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Las Vegas, Nevada 89145
(702) 382-0711 FAX: (702) 382-5816

1 Respectfully Submitted by:
2 MARQUIS AURBACH COFFING

3 By: /s/ James A. Beckstrom

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11 *Guardian of the Person and*
12 *Estate of Kathleen June Jones*
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