

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

KATHLEEN JUNE JONES,

Appellant,

vs.

ROBYN FRIEDMAN; AND DONNA
SIMMONS,

Respondents.

No. 83967

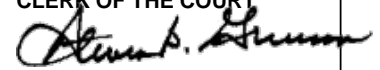
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**RESPONDENTS' APPENDIX
Volume 10 (Nos. 1688–1895)**

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

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

KATHLEEN JUNE JONES,
Protected Person.

HEARING REQUESTED

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

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

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

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

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

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1 Rodney Gerald Yeoman ("Gerry"), by and through his counsel of record Ty E. Kehoe,
2 Esq., hereby submits this Motion pursuant to E.D.C.R. 2.24, N.R.C.P. 52, 59 and 60, regarding
3 the Order Granting and Denying Kimberly Jones, as Guardian of the Protective [sic] Person's
4 Motion for Protective Order entered on May 21, 2020. This motion is made pursuant to
5 E.D.C.R. 2.24, N.R.C.P. 52, 59 and 60, and is based upon the Points and Authorities included
6 herein, the papers and pleadings on file in this action, and any oral argument and evidence to be
7 presented at the time of the hearing on this motion.
8

9 Dated this 4th day of June, 2020.

KEHOE & ASSOCIATES

10 /s/ Ty Kehoe

11 Ty E. Kehoe, Esq.

12 POINTS AND AUTHORITIES

13 Procedural Background

14 On November 25, 2020, the Court scheduled an evidentiary hearing for February 20,
15 2020 to address the anticipated investigator reports which would be filed before that date
16 ("Evidentiary Hearing"). At that time, no discussion whatsoever existed about the Evidentiary
17 Hearing including topics related to return of property.
18

19 The Court held a hearing on January 14, 2020 regarding the status of the Evidentiary
20 Hearing, and regarding the status of the parties conducting discovery.

21 On January 18, 2020, pursuant to the Court's statements on January 14, 2020, Gerry
22 served written discovery requests to Kimberly Jones, as Guardian of the Protected Person
23 ("Kimberly"), supplemental written discovery requests on January 20, 2020, and a notice of
24 deposition on January 24, 2020.

25 On January 20, 2020, pursuant to the Court's statements on January 14, 2020, Gerry
26 served written discovery requests to Robyn and Donna, and notices of deposition on January 24,
27 2020.
28

1 On February 6, 2020, Kimberly Jones', as Guardian of the Protected Person
2 ("Kimberly"), filed a Motion for Protective Order, related to the discovery addressed to her, as
3 well as the discovery addressed to Robyn and Donna ("Motion").

4 On February 7, 2020, a Stipulation and Order on Petition for Return of Property was
5 entered herein, which states: "the evidentiary hearing, *as to the issues related to ownership of*
6 *Nikki and Charlie*, set to begin February 20, 2020 is vacated." (emphasis added)

7 On February 7, 2020, via a minute order, the Court vacated the February 20, 2020
8 evidentiary hearing, apparently for all purposes in spite of the limited scope of the Stipulation
9 and Order entered on February 7, 2020.

10 On February 20, 2020, Gerry filed an opposition to the Motion ("Opposition").

11 On March 13, 2020, the Court appointed financial investigator filed her first report
12 herein.

13 The Court never rescheduled the February 20, 2020 Evidentiary Hearing in order to
14 address the investigators' reports.

15 On April 15, 2020, the Court held a hearing on the Motion.

16 On May 21, 2020, the Court entered the Order regarding the Motion ("Order").

17 Argument

18 **Summary.**

19 Gerry disagrees with the Court's decision to grant the Motion. The hearing on the
20 Motion was held on April 15, 2020. The Order on the Motion was entered on May 21, 2020.
21 There are a number of good reasons for Gerry's disagreement as to the discovery issues.
22 However, this Motion is not about the grant of a protective order as to the discovery issues. This
23 Motion is about the Court's decision to award attorney fees payable to Kimberly Jones as
24 Guardian of the Protected Person against Gerry and Ty Kehoe, Esq. The award of attorney fees
25

1 constitutes an abuse of discretion by the Court and should be overturned. Contrary to the Order,
2 discretion is in fact granted to the Court under NRCP 37(a)(5)(A), and that rule actually
3 mandates a denial of attorney fees.

4 **The Court incorrectly states that NRCP 37(a)(5) contains “mandatory fee shifting**
5 **provisions” as the same statute grants specific discretion to the Court in deciding whether**
6 **to grant fees, and in fact requires that attorney fees not be granted in certain**
7 **circumstances.**

9 The Order states “NRCP 37(a)(5) . . . contains mandatory fee shifting provisions for the
10 prevailing party seeking a protective order.”¹ However, the Order ignores NRCP 37(a)(5)(A)(i
11 – iii) which makes the fee shifting not mandatory, but discretionary, and in fact requires that
12 attorney fees NOT be granted in certain circumstances. NRCP 37(a)(5)(A)(i – iii) states:

13 (a) Motion for an Order Compelling Disclosure or Discovery.

14 ***

15 (5) Payment of Expenses; Protective Orders.

16 (A) If the Motion Is Granted (or Disclosure or Discovery Is
17 Provided After Filing). If the motion is granted — or if the
18 disclosure or requested discovery is provided after the motion
19 was filed — the court must, after giving an opportunity to be
20 heard, require the party or deponent whose conduct
21 necessitated the motion, the party or attorney advising that
22 conduct, or both to pay the movant’s reasonable expenses
incurred in making the motion, including attorney fees. But the
court must not order this payment if:

23 (i) the movant filed the motion before attempting in good
24 faith to obtain the disclosure or discovery without court
action;

25 (ii) the opposing party’s nondisclosure, response, or
26 objection was substantially justified; or

27 (iii) other circumstances make an award of expenses unjust.

¹ Order at 4:5.

1 In the current matter, this Court abused its discretion awarding attorney fees to
2 Kimberly. In fact, NRCP 37(a)(5)(A)(i) mandates that attorney fees not be granted to Kimberly
3 because Kimberly did not comply with the specific requirements to attempt a good faith
4 resolution prior to filing the Motion. Under NRCP 37(a)(5)(A)(ii), Gerry's discovery requests
5 and defense thereof were substantially justified. And under NRCP 37(a)(5)(A)(iii), other
6 circumstances exist which make an award of expenses unjust. Based upon the totality of the
7 circumstances, as more fully discussed below, the Court is either mandated to deny Kimberly's
8 request for attorney fees, or should exercise its discretion in doing so.

10 **The Court did not properly consider the evidence presented to the Court regarding**
11 **Gerry's permission to conduct discovery, and therefore, the Court abused its discretion in**
12 **connection with NRCP 37(a)(5)(A)(ii and iii). The Order fails to even acknowledge the**
13 **evidence presented by Gerry. Based upon the evidence, Gerry's actions were substantially**
14 **justified, and an award of attorney fees would be unjust.**

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

18 The Court indicated the issues being investigated by the court appointed investigators
19 were the potential topics of the Evidentiary Hearing, that such investigations themselves do not
20 constitute discovery, and that discovery was open, by stating:

22 I leave the scope of the evidentiary hearing sometimes a little bit
23 open because sometimes the investigation brings to light some
24 additional concerns. The scope of the evidentiary hearing is laid
out, *the discovery process is open. Working with the investigator*
to give her documents *isn't discovery*. (emphasis added)²

25 The investigators had nothing to do with return of property surrounding the dog issues.
26 Therefore, this *sua sponte* statement by the Court was clearly not intended to limit the scope of
27

² Transcript, January 14, 2020 at 9:4-10.

1 discovery to the return of property surrounding the dog issues.

2 Additionally, also on January 14, 2020, the Court stated: “Discovery’s open. Discover
3 away.”³

4 Additionally, the Court made it clear that all issues were open to consideration after the
5 investigators’ reports, even without any additional petition being filed. At the time of serving
6 the discovery requests the Evidentiary Hearing was still on calendar, and the investigators’
7 reports were still pending. Thus, discovery was properly pursued by Gerry. The Court stated on
8 October 15, 2019:

10 I’m going to come back in 90 days. At that point in time, SB20 I
11 believe allows me sua sponte based on the results of those
12 investigations to make any decision on that 90 day date, lacking a
13 petition. So I could remove her on that day, I could appoint
14 somebody else, I could appoint additional guardians on that day,
15 okay? And depending on what’s in that investigation, be ready for
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.⁴

16 The Court did not address the above statements in either its oral ruling, or in its written
17 Order. It is unclear what changed for the Court between January 14, 2020 when it *sua sponte*
18 said discovery is open, and January 18, 2020 when Gerry commenced discovery efforts?
19 However, such statements by the Court make clear that Gerry’s attempts at discovery, at a
20 minimum, were substantially justified and an award of attorney fees would be unjust. Therefore,
21 pursuant to NRCPP 37(a)(5)(A)(ii and iii) it would be an abuse of discretion for the Court to
22 award attorney fees to Kimberly.

24 ///

27 ³ *Id.* at 18:22.

28 ⁴ Transcript, October 15, 2019 at 74:8.

1 **Even Kimberly believed the Court opened discovery on January 14, 2020, as she issued**
2 **discovery on January 22, 2020.**

3 Kimberly admits implicitly that discovery was open and proper by conducting discovery
4 herself. On January 22, 2020, only eight days after the Court's statements on January 14, 2020,
5 Kimberly issued notices of intent to issue subpoenas. This fact has never been disputed by
6 Kimberly. It is clear that Kimberly believed discovery was opened and permitted. There were
7 no pending petitions at the time of Kimberly's discovery requests. Kimberly cannot legitimately
8 or reasonably argue against discovery out of one side of her mouth while conducting discovery
9 out of the other. Based upon Kimberly's identical interpretation of the Court's January 14, 2020
10 statements, Gerry's actions were substantially justified, and an award of attorney fees would be
11 unjust.
12

13 **The Motion failed procedurally because Kimberly did not comply with NRCP 26(c)(1)⁵**
14 **and EDCR 5.602(d)⁶ in that no personal meet and confer was held and no affidavit or**
15 **certification was included with the Motion. Therefore, pursuant to NRCP 37(a)(5)(A)(i),**
16 **attorney fees cannot be awarded by the Court to Kimberly.**
17

18 The Motion acknowledges the only "meet and confer" held was done so via email.⁷ This
19
20

21 _____
22 ⁵ . . . The motion must include a certification that the movant has in good faith conferred or
23 attempted to confer with other affected parties in an effort to resolve the dispute without court
action. . . .

24 ⁶ (d) A discovery motion must set forth that after a discovery dispute conference or a good-
25 faith effort to confer, counsel were unable to resolve the matter satisfactorily, detailing what
26 attempts to resolve the dispute were made, what was resolved and what was not resolved, and
27 why. A conference requires either a personal or telephone conference between or among the
parties; if a personal or telephone conference was not possible, the motion shall set forth the
reasons. Such a motion must be supported by affidavit.

28 ⁷ Motion at 6:1.

1 is contrary to the personal or telephone conference required.⁸ The Motion fails to include an
2 affidavit or certification of any type. This is contrary to both rules.⁹ These failures alone
3 prohibit the Court from awarding attorney fees to Kimberly, as outlined in NRCP
4 37(a)(5)(A)(i).

5
6 Counsel for Gerry even offered to meet and confer with the Guardian's counsel on
7 February 6, 2020 (see February 6, 2020 email attached to Motion as Exhibit 5), and to Robyn
8 and Donna's counsel on February 3, 2020 (see February 3, 2020 email attached to the
9 Oppositions as Exhibit A).¹⁰ These facts indicate Kimberly did not act in good faith, and that
10 Gerry's actions were substantially justified, and an award of attorney fees would be unjust.

11 **Kimberly prematurely filed the Motion prior to this Court vacating the February 20, 2020**
12 **Evidentiary Hearing.**

13
14 Kimberly filed her Motion on February 6, 2020. At that time, the Evidentiary Hearing
15 was still pending. The Evidentiary Hearing was not vacated until February 7, 2020. Therefore,
16 Kimberly's Motion was untimely, and at a minimum the fees incurred for preparing the initial
17 Motion should be denied. The premature filing also further evidences Kimberly's lack of good
18 faith in attempting to resolve the issues prior to filing the Motion.

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21 ///

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23
24 ⁸ See footnote 6 above.

25 ⁹ See footnotes 5 and 6 above.

26 ¹⁰ After this email, Counsel for Robyn and Donna responded that he would work on arranging
27 new deposition dates. See Exhibit C to the Opposition. Thus, even Counsel for Robyn and
28 Donna acknowledged the discovery requests were appropriate if accommodations on timing
were reached. He then reversed that position a couple days later.

1 The only written order vacating the Evidentiary Hearing vacated only the portion of the
2 Evidentiary Hearing related to the return of property (ie. dog) issues. Even the Order
3 twice states that the portion of the Evidentiary Hearing that was vacated was that portion
4 related to “return of property.” The remaining portions of the Evidentiary Hearing
5 necessitated discovery by Gerry, and the Court repeatedly acknowledged the same during
6 earlier hearings herein. Therefore, Gerry’s actions were substantially justified, and an
7 award of attorney fees would be unjust.
8

9 This Court’s February 7, 2020, Stipulation and Order states: “the evidentiary hearing, *as*
10 *to the issues related to ownership of Nikki and Charlie*, set to begin February 20, 2020 is
11 vacated.” Thus, pursuant to the Stipulation between the parties, the entire February 20, 2020
12 Evidentiary Hearing was not intended to be vacated, but only that portion related to the dogs:
13 Nikki and Charlie. Even the May 21, 2020 Order confirms that only the dog portion of the
14 Evidentiary Hearing was vacated. Paragraph 11 of the Order states: “the parties agreed that the
15 forthcoming February 20, 2020 hearing *on the Return of Property* was to be vacated. . .”
16 (emphasis added.) The Order reiterates the same by stating: “no issues justifying discovery
17 remained before this Court after the February 20, 2020 *Return of Property hearing* was
18 vacated.”¹¹ (emphasis added.)
19

20 With confusion existing about the topics and scheduling of the Evidentiary Hearing, and
21 the possibility of rescheduling the Evidentiary Hearing after the investigators’ reports were
22 submitted, Gerry’s actions were substantially justified. It would be an abuse of this Court’s
23 discretion, under NRCp 37(a)(5)(A)(ii and iii), to award attorney fees to Kimberly.
24

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¹¹ Court Order, May 21, 2020, at 4:10.

1 The Evidentiary Hearing was originally scheduled as a means of addressing the Court
2 appointed investigators' reports. Such reports were due January 14, 2020, and then the
3 Evidentiary Hearing was to occur on February 20, 2020. However, the financial
4 investigator's report was not filed until March 13, 2020. Therefore, Gerry's actions in
5 pursuing discovery before the investigator's report, and after the investigator's report,
6 were substantially justified, and an award of attorney fees would be unjust.
7

8 The original purpose of the Evidentiary Hearing was to discuss the anticipated
9 investigators' reports. There was no other purpose. That original purpose never diminished.
10 Therefore, Gerry's discovery requests in January 2020, which were made with the Court's
11 permission, were substantially justified. The discovery requests remained substantially justified
12 after the investigators' report was filed on March 13, 2020 because that report evidenced money
13 taken by Kimberly without adequately explaining the same to the investigator. Thus, Gerry's
14 actions were substantially justified, and an award of attorney fees would be unjust.
15

16 **The Order fails to provide any specific reason why the protective order was granted, but**
17 **instead relies on a general reference to NRCP 26(c)(1). This lack of a specific finding**
18 **prevents the Court from deciding whether Gerry's actions were substantially justified and**
19 **whether an award of attorney fees would be unjust.**
20

21 The Order does not explain the basis for granting the protective order, other than
22 generally referring to NRCP 26(c)(1) which states: "The court may, for good cause, issue an
23 order to protect a party or person from annoyance, embarrassment, oppression, or undue burden
24 or expense. . ."¹² However, the Court does not clarify upon which of those specific reasons the
25 protective order was granted. Without such clarification, the Court cannot adequately consider
26 an award of attorney fees under NRCP 37(a)(5)(A)(ii and iii).
27

¹² *Id.* at 4:1.

1 In granting the protective order, the Court relies on the finding of fact that “no pending
2 petition for relief was before the Court,” which finding ignores the petition for relief filed
3 by Gerry the day before the hearing on the Motion. Therefore, Gerry’s actions were
4 substantially justified, and an award of attorney fees would be unjust. Additionally,
5 neither Kimberly, nor the Order, provides any authority mandating that a specific
6 petition be pending prior to serving discovery requests.
7

8 The Order states: “notwithstanding the fact no pending petition for relief was before the
9 Court. . .”¹³ However, neither the Order, nor Kimberly in her Motion or reply brief, cite to any
10 legal authority requiring a petition to be pending in order for discovery to proceed.
11 Additionally, there was no petition pending when the Court stated: “Discovery’s open. Discover
12 away.” There were clearly disputed issues between the parties at the time that Gerry served the
13 discovery requests, which the Court acknowledged by its statements quoted above.
14

15 The Order also fails to acknowledge Gerry did in fact file a petition for relief on April
16 14, 2020, even though he was not legally mandated to do so in order to proceed with discovery.
17 This petition was pending at the time of the Court’s hearing on April 15, 2020. Thus, contrary
18 to the finding of fact in the Order, there was a petition pending at the time the Court granted the
19 protective order.
20

21 These facts again dictate that it would be an abuse of discretion, under NRC
22 37(a)(5)(A)(ii and iii) for the Court to grant attorney fees to Kimberly.

23 **The Motion included requests on behalf of individuals the Court has ruled are not parties**
24 **herein, and the Guardianship Estate should not be reimbursed for the same.**

25 Kimberly’s Motion included requests for relief on behalf of Robyn and Donna who the
26 Court has now determined were not even parties to this matter. It is unclear how it is
27

28 ¹³ *Id.* at 3:17.

1 appropriate for Kimberly to spend estate assets to defend Robyn and Donna on discovery
2 matters, especially when the two individuals have counsel of their own representing them in this
3 matter. At a minimum, the incurring of attorney fees on behalf of Robyn and Donna would not
4 constitute “movant’s reasonable expenses” under NRCP 37(a)(5)(A).

5 **Gerry was not provided the opportunity to be heard as mandated by NRCP 37(a)(5)(A),**
6 **because the Memorandum of Fees and Costs was NEVER served on Gerry or his counsel,**
7 **and was not discovered by Gerry and his counsel until after the Order was entered. The**
8 **Court at the hearing never indicated an intent to grant attorney fees and therefore Gerry**
9 **and his counsel were unable to be heard on the same.**

11 NRCP 37(a)(5)(A) mandates that Gerry be provided an opportunity to be heard
12 regarding any request for attorney fees by Kimberly. However, Kimberly did not file her
13 Memorandum of Fees and Costs until April 27, 2020, and still has NEVER served the same.
14 Neither Gerry nor his counsel were aware of such memorandum until after the Order was
15 entered. The failure to serve the memorandum prevented Gerry from being properly heard on
16 Kimberly’s request.

18 Additionally, the Court never orally granted attorney fees during the April 15, 2020
19 hearing. In fact, during the hearing, the Court only partially granted the motion, but without any
20 clarity as to what was granted and what was denied.¹⁴ It was presumed the Court was denying
21 the request for attorney fees. Therefore, Gerry was prevented from having an adequate
22 opportunity to be heard on the Court’s intent to grant attorney fees.

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¹⁴ Transcript, April 15, 2020, at 17:17.

1 The Order and the related hearing transcript state the Motion was granted in part and
2 denied in part; however, there is no indication what portion was granted and what portion
3 was denied. The Court could not properly exercise its discretion in considering an award
4 of attorney fees without clearly delineating its underlying ruling.

5 The Order states the Court: “hereby GRANTS the Motion in part and DENIES the
6 Motion in part as follows: . . .”¹⁵ However, nowhere in the Motion is it made clear what parts of
7 the Motion are granted and what parts of the Motion are denied. It would be impossible for the
8 Court to adequately exercise its discretion under NRCP 37(a)(5)(A)(ii and iii) without first
9 clearly delineating the nature of its ruling.

10
11 **There appears to be no justifiable basis for an award of fees against only one of Gerry’s**
12 **three attorneys.**

13 The Order awards Kimberly attorney fees “jointly from Rodney Gerald Yeoman and Ty
14 Kehoe, Esq.”¹⁶ The Court fails to provide any explanation for why attorney fees are awarded
15 against Gerry’s attorney, as opposed to simply against Gerry. In addition, if the Court somehow
16 concluded that attorney fees should be award against Gerry’s attorney, then it is unclear why the
17 Court chose to award fees against only one of Gerry’s three attorneys. These two decisions are
18 abuses of discretion by the Court and appear to improperly target Ty Kehoe.

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¹⁵ Court Order, May 21, 2020, at 1:28.

¹⁶ *Id.* at 5:1.

Relevant Rules

Reconsideration under E.D.C.R. 2.24.

A district court may rehear a motion upon leave granted and notice to the adverse parties. See E.D.C.R. 2.24.¹⁷ A district court may reconsider a prior decision if substantially different evidence is introduced or the decision is clearly erroneous. *Masonry & Title Contractors Ass'n of S. Nev. v. Jolley Urga and Wirth, Ltd.*, 113 Nev. 737, 741 (1997). A court may exercise its discretion to revisit and reverse a prior ruling if one of five circumstances is present. Those grounds are (1) a clearly erroneous prior ruling, (2) an intervening change in controlling law, (3) substantially different evidence, (4) "other changed circumstances," and (5) that "manifest injustice" would result were the prior ruling permitted to stand. *United States v. Real Prop. Located at Incline Village*, 976 F. Supp. 1327, 1353 (D. Nev. 1997).

N.R.C.P. 59.

Nevada Rules of Civil Procedure 59 (a), (b) and (e) state:

(a) In General.

(1) Grounds for New Trial. The court may, on motion, grant a new trial on all or some of the issues — and to any party — for any of the following causes or grounds materially affecting the substantial rights of the moving party:

(A) irregularity in the proceedings of the court, jury, master, or adverse party or in any order of the court or

¹⁷ (a) No motions once heard and disposed of may be renewed in the same cause, nor may the same matters therein embraced be reheard, unless by leave of the court granted upon motion therefor, after notice of such motion to the adverse parties.

(b) A party seeking reconsideration of a ruling of the court, other than any order that may be addressed by motion pursuant to NRCP 50(b), 52(b), 59 or 60, must file a motion for such relief within 14 days after service of written notice of the order or judgment unless the time is shortened or enlarged by order. A motion for rehearing or reconsideration must be served, noticed, filed and heard as is any other motion. A motion for reconsideration does not toll the period for filing a notice of appeal from a final order or judgment.

(c) If a motion for rehearing is granted, the court may make a final disposition of the cause without reargument or may reset it for reargument or resubmission or may make such other orders as are deemed appropriate under the circumstances of the particular case.

1 master, or any abuse of discretion by which either party
2 was prevented from having a fair trial; * * * or (G) error
3 in law occurring at the trial and objected to by the party
4 making the motion.

5 (2) **Further Action After a Nonjury Trial.** On a motion for a
6 new trial in an action tried without a jury, the court may open the
7 judgment if one has been entered, take additional testimony,
8 amend findings of fact and conclusions of law or make new
9 findings and conclusions, and direct the entry of a new judgment.

10 (b) **Time to File a Motion for a New Trial.** A motion for a
11 new trial must be filed no later than 28 days after service of
12 written notice of entry of judgment.

13 ***

14 (e) **Motion to Alter or Amend a Judgment.** A motion to alter
15 or amend a judgment must be filed no later than 28 days after
16 service of written notice of entry of judgment.

17 *Kroeger Properties & Development, Inc. v. Silver State Title Co.*, 715 P.2d 1328, 102
18 Nev. 112 (Nev., 1986) discusses an unwritten cause for new trial under N.R.C.P. 59. It states:

19 Although an exception has been recognized where there is plain
20 error or manifest injustice (, 607, 460 P.2d 837, 841 (1969); Rees
21 v. Roderiques, 101 Nev. 302, 701 P.2d 1017 (1985)), this
22 exception will be strictly construed.

23 In order to find manifest injustice a case must be presented where
24 “the verdict or decision strikes the mind, at first blush, as
25 manifestly and palpably contrary to the evidence....” Price, 85
26 [102 Nev. 115] Nev. at 608, 460 P.2d at 842 (citations omitted);
27 see also Amundsen v. Ohio Brass Co., 89 Nev. 378, 381, 513
28 P.2d 1234, 1236 (1973) (standard not met).

N.R.C.P. 60.

Nevada Rules of Civil Procedure 60 (b)(6) states:

(b) **Grounds for Relief From a Final Judgment, Order, or
Proceeding.** On motion and just terms, the court may relieve a party or
its legal representative from a final judgment, order, or proceeding for the
following reasons:

(6) any other reason that justifies relief.

1 **N.R.C.P. 52.**

2 Nevada Rules of Civil Procedure 52 (a) and (b), provide:

3 **(a) Findings and Conclusions.**

4 (1) **In General.** In an action tried on the facts without a jury or
5 with an advisory jury, the court must find the facts specially and
6 state its conclusions of law separately. The findings and
7 conclusions may be stated on the record after the close of the
8 evidence or may appear in an opinion or a memorandum of
9 decision filed by the court. Judgment must be entered under Rule
10 58. *** (5) **Questioning the Evidentiary Support.** A party
11 may later question the sufficiency of the evidence supporting the
12 findings, whether or not the party requested findings, objected to
13 them, moved to amend them, or moved for partial findings. (6)
14 **Setting Aside the Findings.** Findings of fact, whether based on
15 oral or other evidence, must not be set aside unless clearly
16 erroneous, and the reviewing court must give due regard to the
17 trial court's opportunity to judge the witnesses' credibility.

18 (b) **Amended or Additional Findings.** On a party's motion
19 filed no later than 28 days after service of written notice of entry
20 of judgment, the court may amend its findings — or make
21 additional findings — and may amend the judgment accordingly.
22 The time for filing the motion cannot be extended under Rule
23 6(b). The motion may accompany a motion for a new trial under
24 Rule 59.

25 Although N.R.C.P. 52(a) states "Findings of fact . . . must not be set aside unless clearly
26 erroneous. . . ." such clear error exists herein. N.R.C.P. 52(b) allows amendment of the findings.

27 **Stay pending appeal.**

28 If the Court does not vacate the attorney fee award, then Gerry requests a stay pending
appeal or extraordinary writ as to the award of attorney fees, pursuant to NRAP 8, which states:

**Rule 8 - Stay or Injunction Pending Appeal or Resolution of
Original Writ Proceedings**

(a) Motion for Stay.

(1) Initial Motion in the District Court. A party must ordinarily
move first in the district court for the following relief:

(A) a stay of the judgment or order of, or proceedings in, a
district court pending appeal or resolution of a petition to

1 the Supreme Court or Court of Appeals for an
2 extraordinary writ;

3 (B) approval of a supersedeas bond; or

4 (C) an order suspending, modifying, restoring or granting an
5 injunction while an appeal or original writ petition is
6 pending.

7 **CONCLUSION**

8 Based upon the above, Gerry requests the Court vacate the award to Kimberly of
9 attorney fees against both Gerry and Ty Kehoe. Alternatively, Gerry requests the Court to
10 clarify the various aspects of its Order as detailed above.

11 DATED this 4th day of June, 2020.

KEHOE & ASSOCIATES

12 /s/ Ty Kehoe
13 Ty E. Kehoe, Esq.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 4th day of June, 2020, I served a true and correct copy of the Motion pursuant to E.D.C.R. 2.24, N.R.C.P. 52, 59 and 60, regarding the Order Granting and Denying Kimberly Jones, as Guardian of the Protective [sic] Person's Motion for Protective Order entered on May 21, 2020, by electronic service through the Court's e-service system or via first class mail, postage prepaid, as indicated below, to the following:

Jeffrey P. Luszeck, Esq.
jluszeck@sdfnvlaw.com
Ross E. Evans, Esq.
revans@sdfnvlaw.com

John P. Michaelson, Esq.
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Jeffrey R. Sylvester, Esq.
jeff@SylvesterPolednak.com

Counsel for Kimberly Jones

Counsel for Robyn Friedman
and Donna Simmons

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

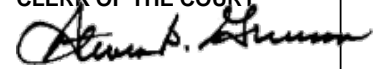
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mparra@lacsns.org

Geraldine Tomich, Esq.
gtomich@maclaw.com
James A. Beckstrom, Esq.
jbeckstrom@maclaw.com

Counsel for June Jones

Counsel for Kimberly Jones

/s/ Ty E. Kehoe
Ty E. Kehoe



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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: n/a

Time: n/a

NOTICE OF ENTRY OF STIPULATION AND ORDER RE MALE DOG

PLEASE TAKE NOTICE that a Stipulation and Order re Male Dog was entered herein

///

///

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

1 on June 9, 2020. A true and correct copy is enclosed herewith.

2 DATED this 9th day of June, 2020.

KEHOE & ASSOCIATES

3 /s/ Ty Kehoe

4 Ty E. Kehoe, Esq.

5 Nevada Bar No. 006011

6 **CERTIFICATE OF SERVICE**

7 I HEREBY CERTIFY that on the 9th day of June, 2020, I served a true and correct copy
8 of the Notice of Entry of Stipulation and Order re Male Dog entered on June 9, 2020, by
9 electronic service through the Court's e-service system or via first class mail, postage prepaid,
10 as indicated below, to the following:

11 Geraldine Tomich, Esq.

12 gtomich@maclaw.com

13 James A. Beckstrom, Esq.

14 jbeckstrom@maclaw.com

John P. Michaelson, Esq.

john@michaelsonlaw.com

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15 Counsel for Kimberly Jones

Counsel for Robyn Friedman
and Donna Simmons

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

17 Maria L. Parra-Sandoval, Esq.

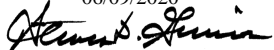
Legal Aid Center of Southern Nevada, Inc.

18 mparra@lacs.org

/s/ Ty E. Kehoe

19 Ty E. Kehoe

20 Counsel for June Jones


CLERK OF THE COURT

GHANDI DEETER BLACKHAM

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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: n/a

Time: n/a

STIPULATION AND ORDER RE MALE DOG

Rodney Gerald Yeoman ("Gerry"), the husband of the Adult Protected Person Kathleen June Jones ("June") by and through his counsel Ty E. Kehoe, Esq.; and Kimberly Jones, Guardian of June, by and through her attorneys of the law firm of Marquis Aurbach Coffing; and June

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

Stipulation and Order re Male Dog G-19-052263-A

Page 1 of 3

1708

1 Jones, by and through her court appointed attorney Maria Parra-Sandoval, Esq.; enter into this
2 Stipulation and Order re Male Dog.

3 Gerry and June, through her guardian and counsel, previously disputed herein ownership
4 rights of two dogs, one male, Charlie, and one female, Nikki;

5 Pursuant to a Stipulation and Order entered herein on February 7, 2020, Gerry and June
6 agreed to allow June to have possession and ownership of both Charlie and Nikki;

7 After February 7, 2020, on approximately May 15, 2020, June decided she no longer
8 wanted Charlie and offered possession and ownership of Charlie to Gerry;

9 Gerry accepted June's offer and June surrendered possession and ownership of Charlie to
10 Gerry on or about May 15, 2020;

11 Gerry currently has possession of Charlie;

12 June hereby forever relinquishes to Gerry any and all claims of possession or ownership
13 of Charlie.

14 KEHOE & ASSOCIATES

MARQUIS AURBACH COFFING

15 /s/ Ty Kehoe

/s/ James Beckstrom

16 Ty E. Kehoe, Esq.

James A. Beckstrom, Esq.

17 Nevada State Bar # 6011

Nevada Bar No. 14032

18 For Gerry Yeoman

For Kimberly Jones

19 Date: 6-9-20

Date: 6-3-20

20
21 LEGAL AID CENTER OF SOUTHERN
22 NEVADA, INC.

23 /s/ Maria Parra-Sandoval

24 Maria Parra-Sandoval, Esq.

Nevada State Bar # 13736

25 For June Jones

26 Date: 6-9-20

ORDER

This matter having come before this Court without hearing, the parties having stipulated and agreed and good cause appearing:

1. IT IS HEREBY ORDERED that the above stipulation is approved and ordered by this Court;

2. IT IS HEREBY FURTHER ORDERED that Gerry, rather than June, is now the sole owner of the male dog, Charlie, which was subject to this Court's order entered on February 7, 2020.

Dated this _____ day of _____, 2020.

Submitted By:
KEHOE & ASSOCIATES

/s/ Ty Kehoe
Ty E. Kehoe, Esq.
Nevada State Bar # 6011

DISTRICT COURT JUDGE

Dated this 9th day of June, 2020

Linda Marquis

399 66D C96F 993F
Linda Marquis

June Jones - Stipulation re Dog

James A. Beckstrom <jbeckstrom@maclaw.com>

Wed, Jun 3, 2020 at 3:17 PM

To: Ty <tykehoelaw@gmail.com>, Maria Parra-Sandoval <mparra@lacs.org>

Cc: "Matthew C. Piccolo" <Matt@piccololawoffices.com>, Laura Deeter <laura@ghandilaw.com>

Fine with me. You can affix my e-signature.

**James A. Beckstrom, Esq.**

10001 Park Run Drive

Las Vegas, NV 89145

t | 702.207.6081

f | 702.382.5816

jbeckstrom@maclaw.commaclaw.com**Please consider the environment before printing this e-mail!**

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[Quoted text hidden]

June Jones - Stipulation re Dog

Maria Parra-Sandoval <MParra@lacsns.org>

Tue, Jun 9, 2020 at 10:25 AM

To: Ty <tykehoelaw@gmail.com>

Cc: "Matthew C. Piccolo" <Matt@piccololawoffices.com>, Laura Deeter <laura@ghandilaw.com>

Hi Ty,

Yes, you may add my electronic signature to the stipulation.

Maria



Maria Parra-Sandoval, Esq.

Attorney, Consumer Rights Project

Legal Aid Center of Southern Nevada, Inc.

725 E. Charleston Blvd.

Las Vegas, NV 89104

702-386-1526 direct/fax

702-386-1070 ext. 1526

mparra@lacsns.orgwww.lacsns.org

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DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship of: Kathleen Jones, Protected Person(s)	CASE NO: G-19-052263-A DEPT. NO. Department B
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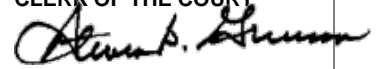
AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Stipulation and Order was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Envelope ID: 6159763
Service Date: 6/9/2020

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

DISTRICT COURT**CLARK COUNTY, NEVADA**

In the Matter of the Guardianship of Estate of:

KATHLEEN JUNE JONES,

Protected Person.

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

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

KIMBERLY JONES'S OPPOSITION TO MOTION PURSUANT TO E.D.C.R. 2.24,
N.R.C.P. 52, 59 AND 60, REGARDING THE DECISION AND
ORDER ENTERED ON MAY 21, 2020 AND COUNTER-MOTION TO TRANSFER TO
CHAMBERS CALENDAR WITHOUT ORAL ARGUMENT

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 an Opposition to the Motion
 19 pursuant to E.D.C.R. 2.24, N.R.C.P. 52, 59 and 60, regarding the Decision and Order entered on
 20 May 21, 2020 and Counter-Motion to Transfer to Chambers Calendar Without Oral Argument.
 21 This Opposition is based on the following Points and Authorities, the pleadings and papers on file
 22 herein, and any oral argument by counsel permitted at the hearing on this matter.

Dated this 10th day of June, 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

MEMORANDUM OF POINTS OF AUTHORITIES

I. INTRODUCTION

At this stage of the litigation, Mr. Kehoe's Motion for Reconsideration, styled as a slew of other claims for relief should be considered vexatious and offensive. Mr. Kehoe has complicated these proceedings to an extend unimaginable. The Motion for Reconsideration is essentially a "cut and paste" of the same issues and arguments presented in Mr. Kehoe's Opposition to the Motion for Protective order and Opposition to the Request for Fees and Costs. No new facts or arguments are presented to contradict the pleadings. Rather, Mr. Kehoe continues to throw a tantrum, parse words, and incorrectly state the law in an attempt to once again undermine the clear intent of the law and this Court's well-reasoned and tempered rulings. This is why *the Guardian*, in an effort to further reduce costs in this case and avoid yet another hearing, seeks to have this Motion transferred from the Court's law and motion calendar to its chambers calendar, pursuant to EDCR 2.23.

The Motion for Reconsideration is predicated upon Mr. Kehoe's argument that the legal argument that "Gerry disagrees with the Court's decision to grant the Motion."¹ This of course is the hallmark of a meritless Motion. Beside this argument, the only other argument set forth by Mr. Kehoe is that this Court abused its discretion by granting attorney fees pursuant to NRCP 37(a)(5)(A). Mr. Kehoe, once again, is wrong on the law, and wrong on the facts.

NRCP 37(a)(5)(A) begins with a mandatory fee shifting provision for parties who prevail on a Motion for Protective Order. That same statute, then provides the Court a safety-valve, enabling them the option to not shift fees, in certain specified instances. This Court is well aware of these rules of procedure and concisely stated the basis for its fee award. Simply because the Court didn't agree with Mr. Kehoe's argument that his actions were substantially justified or that awarding expenses against him would be unjust—does not and cannot constitute an abuse of discretion. As a result, Mr. Kehoe's Motion should be denied.

¹ Mtn. at 3:21-22.

1 **A. THE MOTION FOR RECONSIDERATION AND RELIEF IS**
2 **UNSUPPORTED AND PROCEDURALLY IMPROPER.**

3 Courts have inherent authority to amend, correct, reconsider or rescind previous orders.
4 *See, e.g., Trail v. Faretto*, 91 Nev. 401, 403, 536 P.2d 1026, 1027 (1975); *see also* EDCR 2.24;
5 *Sussex v. Turnberry/MGM Grand Towers, LLC*, 2011 WL 4346346, at *2 (D. Nev. Sept. 15, 2011)
6 (opining that the Court has “inherent procedural power to reconsider, rescind, or modify an
7 interlocutory order for cause seen by it to be sufficient”). That being said, motions for
8 reconsideration should only be granted “in very rare instances” where the court’s order is clearly
9 erroneous or there are material new issues of law or fact. *See, e.g., Moore v. City of Las Vegas*,
10 92 Nev. 402, 405, 551 P.2d 244, 246 (1976); *Kona Enters., Inc. v. Estate of Bishop*, 229 F.3d 877,
11 890 (9th Cir. 2000) (“[A] motion for reconsideration should not be granted, absent highly unusual
12 circumstances, unless the district court is presented with newly discovered evidence, committed
13 clear error, or if there is an intervening change in the controlling law”); Mitchell J. Waldman, 56
14 Am. Jur. 2d Motions, Rules, and Orders § 40 (last updated Feb. 2018) (“[A] motion for
15 reconsideration may be granted to correct a clear error”).

16 A reconsideration motion should not merely present arguments previously raised, or which
17 could have been raised in the original briefs. *See Backlund v. Barnhart*, 778 F.2d 1386, 1388 (9th
18 Cir. 1985) (denying a motion for reconsideration where it “presented no arguments that had not
19 already been raised in opposition to summary judgment.”). Motions for reconsideration are
20 disfavored and are not the place for parties to make new arguments not raised in their original
21 briefs. *See Northwest Acceptance Corp. v. Lynnwood Equip., Inc.*, 841 F.2d 918, 925–926 (9th
22 Cir. 1988). Nor is reconsideration to be used to ask the Court to rethink what it has already thought.
23 *See United States v. Rezzonico*, 32 F.Supp.2d 1112, 1116 (D. Ariz. 1998) (emphasis added). Here,
24 Plaintiff has not met the difficult burden of proving clear error that warrants reconsideration.

25 As for an award of attorney fees, such awards are reviewed for an abuse of discretion.
26 *Albios v. Horizon Cmtys., Inc.*, 122 Nev. 409, 417, 132 P.3d 1022, 1027–28 (2006) (reviewing an
27 award of attorney fees for an abuse of discretion). An abuse of discretion can occur when
28 the district court bases its decision on a clearly erroneous factual determination or it disregards

controlling law. *NOLM, LLC v. Cty. of Clark*, 120 Nev. 736, 739, 100 P.3d 658, 660–61 (2004). Here, Mr. Kehoe fails to set forth any factual determination or legal finding that remotely rises to the level of a “clearly erroneous factual determination” or “disregard of controlling law.” Consequently, the Motion should be denied.

B. THE MOTION FOR RECONSIDERATION SEEKS TO RELITIGATE THE SAME ARGUMENTS ALREADY REJECTED BY THIS COURT.

The Motion for Reconsideration, seeks a “do-over” of previously rejected attempts of Mr. Kehoe to justify his improper litigation tactics. Such action should not be countenanced. The Decision points out that with clarity, the factual background, the law, and the Court’s findings. There are no other requirements and no further inquiry on this issue is necessary.

Mr. Kehoe’s opinions and legal “arguments” have been before this Court more than once. The Motion for Reconsideration does not (1) demonstrate any reason why any prior order of this Court should be considered; or (2) provide any explanation why the prior pleading and arguments presented to the Court did not sufficiently apprise the Court of the issues once again raised by Mr. Kehoe. Accordingly, the Motion for Reconsideration and related relief should be denied.²

C. THE COURT’S ORDER CONTAINED NO ERROR AND NO JUSTIFICATION EXISTS TO SET ASIDE, MODIFY, OR RE-LITIGATE YEOMAN’S ARGUMENTS.

1. The Court Properly Shifted Fees Under NRCP 37.

This Court properly shifted fees under NRCP 37. NRCP 26 (c)(3) governs fees to a party who prevails on moving for a protective order and incorporates the provisions of NRCP 37(a)(5), which states in relevant part as follows:

If the motion is granted — or if the disclosure or requested discovery is provided after the motion was filed — *the court must*, after giving an opportunity to be heard, *require the party* or deponent *whose conduct necessitated the motion, the party or attorney advising that conduct, or both to pay the movant’s reasonable expenses incurred in making the motion, including attorney fees.* But the court must not order this payment if:

² Mr. Kehoe attempts to phrase saddle his Motion as one for relief under “EDCR 2.24, NRCP 52, 59, and 60.” However, the only reference to these statutes are bare citations, with absolutely no legal authority or analysis. Pursuant to EDCR 2.20(i), bare citations to statutes, rules, or laws are inappropriate and can be ignored by this Court. What Mr. Kehoe’s Motion is, is a pure Motion for Reconsideration.

(i) the movant filed the motion before attempting in good faith to obtain the disclosure or discovery without court action;

(ii) the opposing party's nondisclosure, response, or objection was substantially justified; or

(iii) other circumstances make an award of expenses unjust.

Thus, while NRCP 37 of course contains exceptions for the Court to consider, fee shifting is mandatory unless the Court determines an enumerated exception applies. Here, there is no doubt that the discovery sought was (1) improper; and (2) abusive. There was no pending petition or motion in front of the Court.³ Despite this counsel for Yeoman continued to improperly propound discovery and set depositions. The email exchanges between the attorneys representing each person relevant to the Motion for Protective Order provided the Court clear proof of repeated efforts to Mr. Kehoe to abandon the depositions and written discovery.⁴ Moreover, repeated telephonic discussion over this very issue took place between Mr. Kehoe and counsel for the Guardian.

Mr. Kehoe, once again attempts to re-hash the same incorrect point of law which was already raised in opposition to the protective order and rejected by this Court. Specifically, Mr. Kehoe attempts to argue that counsel for the Guardian "didn't attempt in good faith" to resolve the discovery dispute—this is simply false. Counsel for the Guardian repeatedly conferred in good faith with Mr. Kehoe regarding the deposition and written discovery. Following telephone conversations, written correspondence was sent to Mr. Kehoe advising him of his improper conduct and further advising him a protective order would be filed if he didn't retract his attempts at discovery.⁵ Pursuant to NRCP 37(a)(5)(A)(i) a party seeking a protective order need only "attempt[t] in good faith to obtain the disclosure or discovery without court action." Pursuant to EDCR 5.602 the same requirement applies and those rules do not require a formal notarized declaration. Rather, the rules require exactly what they say, a good faith effort to resolve a

³ See May 21, 2020 Decision and Order, on file.

⁴ *Id.* at ¶ 12.

⁵ See E-Mail Correspondence, attached as **Exhibit 5** to Motion to Compel, on file.

1 discovery dispute, followed by an affirmation by counsel. The in-depth description of those
2 requirements, signed as an officer of the Court and filed with this Court surely meet such a
3 ministerial requirement. Mr. Kehoe's attempt to once again re-hash this childish argument and
4 mincing of words is improper and a waste of time.

5 As for the Court's reasoning, it couldn't have been much clearer. The Court found no
6 petition for relief was before it, Mr. Kehoe signed and propounded discovery improperly, Mr.
7 Kehoe refused to vacate the discovery he propounded and depositions he set, the Court had
8 authority to shift fees under NRCP 37, and the fees awarded were reasonable under the test set
9 forth by the Nevada Supreme Court in *Brunzell*.⁶

10 **2. The Court Properly Shifted Fees to the Correct Parties and Mr.**
11 **Kehoe's Complaints Regarding a Memorandum of Fees is Baseless.**

12 Once again, Mr. Kehoe buries his head in the sand and argues that this Court somehow
13 picked his name out of a magic hat when shifting fees. This is not true and illogical. Mr. Kehoe
14 was properly subjected to the Order, because he was the attorney who (1) signed the deposition
15 notices⁷; (2) propounded the discovery⁸; and (3) refused to withdraw his discovery or vacate the
16 depositions subject to the protective order—all which were unauthorized and costly to those
17 involved in this case. If Mr. Kehoe desires to have his co-counsel added to the award of sanctions,
18 he can certainly come to an agreement to do so. However, this Court appropriately shifted fees and
19 no further argument is necessary, as Mr. Kehoe fails to provide any legal authority to support his
20 position.

21 Additionally, Mr. Kehoe appears to argue that he is entitled to an opportunity to decide the
22 reasonableness of fees awarded to an opposing party. Once again, this argument is devoid of legal
23 authority and false. Mr. Kehoe cites no authority which stands for, let alone suggests that the Court
24 require any opposition, insight, or opinion of another party in determining the reasonableness of

25 _____
26 ⁶ See May 21, 2020 Decision and Order at ¶¶ 2-13, 15-16, on file.

27 ⁷ Deposition Notices Signed by Ty Kehoe, Esq., attached as **Exhibit 2** to Motion to Compel, on file.

28 ⁸ Written Discovery Signed by Ty Kehoe, Esq., attached as **Exhibit 3** to Motion to Compel, on file.

1 attorney fees. The Court was provided a proposed order in editable form, revised the order, and
2 signed the Order based on its ruling. No further explanation on this issue is required, nor warranted.

3 Additionally, because Mr. Kehoe apparently considers himself a stickler for the local rules,
4 he should read and review EDCR 2.20(i), which states arguments of counsel which lack citation
5 to any statute, rule, or law are inappropriate and can be ignored by this Court. Particularly
6 important is Mr. Kehoe's incorrect argument that NRCP 37(a)(5)(A) "mandates" he be provided
7 an opportunity to contest the reasonableness of fees. No such language exists within this statute
8 and Mr. Kehoe provided no such authority to support this argument. The Court conducted an
9 appropriate analysis under Brunzell, reviewed invoices, and reviewed declarations of counsel.
10 Notably, Mr. Kehoe fails to attack a single billing entry he feels is unfounded and as a result,
11 waives any such argument.

12 **D. THE GUARDIAN ON BEHALF OF THE PROTECTED PERSON IS**
13 **ENTITLED TO SUPPLEMENTAL FEES AS A RESULT OF HAVING TO**
14 **RELITIGATE THE SAME MERITLESS ISSUES TWICE.**

15 Having to defend and prosecute the same issues twice eradicates the entire point of fee
16 shifting. Mr. Kehoe's attempt to have another bite at the apple is at the expense of the protected
17 person. This Court is well within its discretion and encouraged to further shift fees and costs for
18 the reasonable value of work required to oppose Mr. Kehoe's Motion. NRCP 37(a)(5).

19 Finally, it bears mentioning that the requested fee award is also appropriate under the
20 inherent power doctrine, because Nevada courts have inherent authority to impose sanctions,
21 including payment of an opposing parties' attorneys' fees, where necessary "to 'command
22 obedience to the judiciary and to deter and punish those who abuse the judicial process.'" *Emerson*
23 *v. Eighth Judicial Dist. Court*, 127 Nev. 672, 679, 263 P.3d 224, 229 (2011); *see also Young v.*
24 *Ninth Judicial Dist. Court*, 107 Nev. 642, 646, 818 P.2d 844, 847 (1991) (confirming that courts
25 have inherent jurisdiction to impose sanctions and nothing "[t]he power of a court over members
26 of its bar is at least as great as its authority over litigants.") So, under both NRCP 37(a)(5) and this
27 Court's inherent authority, Mr. Kehoe and his client, should be ordered to pay for the additional
28 attorney fees that the Guardian of the protected person incurred in yet again litigating these same
issues. *The Guardian seeks reimbursement for an additional \$1,100.00 (four hours of work),*

1 which was comprised of reviewing Mr. Kehoe's Motion, researching the various procedural
2 mechanisms he claimed support the request, and drafting a response to the Motion.

3 **1. The Fees Sought Are Reasonable**

4 The Guardian seeks an additional \$1,100 to compensate the protected person for the work
5 legal counsel had to embark on to respond to yet another unnecessary motion. This accounts for
6 four hours of work, at the hourly billing rate of \$275 per hour. When assessing a request for
7 attorney's fees, courts must determine the reasonableness of the requested award pursuant to the
8 factors articulated in *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349-50, 455 P.2d 31, 33-
9 34 (1969). Pursuant to *Brunzell*, this assessment includes the following four factors: (1) the
10 qualities of the advocate: his ability, his training, education, experience, professional standing and
11 skill; (2) the character of the work to be done: its difficulty, its intricacy, its importance, time and
12 skill required, the responsibility imposed and the prominence and character of the parties where
13 they affect the importance of the litigation; (3) the work actually performed by the lawyer: the
14 skill, time and attention given to the work; (4) the result: whether the attorney was successful and
15 what benefits were derived. 85 Nev. at 349, 455 P.2d at 33.

16 In analyzing the factors, of quality, this Court can take judicial notice of the Guardian's
17 legal counsel's prior declaration on file with the Court which precipitated Mr. Kehoe's Motion. In
18 analyzing the character of the work performed, the work actually performed, and result, the Court
19 should take into account the following facts. As for the time and effort expending in drafting,
20 there is no viable argument to suggest the reduced rate of \$275 and the time detailed below is
21 unreasonable. This rate is far less than similar attorneys in Nevada and lower than the standard
22 rate of the undersigned. Responding to these types of motions is time consuming. Each of the
23 stated points of authorities must be researched, extensive drafting takes place, and legal arguments
24 must be formed. This is not a repetitive or mundane task—but rather work that must be tailored to
25 the particular circumstances raised within the Motion for Reconsideration and Requests for Relief.
26 Here, the Guardian seeks compensation for the following work:

27 ///

28 ///

1	Date	Attorney	Task	Hours	Value
2	6/10/20	JAB	Review 18-page Motion for Reconsideration pursuant to EDCR 2.24, NRCP 52, 59, and 60; conduct legal research; draft opposition to Kehoe's motion for reconsideration on order for sanctions following protective order; draft supplemental request for additional fees and costs; proofread and file; discuss same with Kimberly Jones.	4.00	\$1,100

6 This work, as copied from the billing system retained by Marquis Aurbach Coffing, was
7 reasonable and necessary in opposing Mr. Kehoe's Motion. Moreover, the result, assuming the
8 Court agrees that the Motion lacks merit and rehashes the same arguments already dismissed by
9 this Court is important to the protected person's estate, which is the ultimate victim of unnecessary
10 and expensive litigation, which ironically enough is designed to protect her.

11 **E. THIS MOTION IS MORE APPROPRIATE FOR THE COURT'S**
12 **CHAMBERS CALENDAR AND DOES NOT REQUIRE ORAL**
13 **ARGUMENT.**

14 Throughout the Eighth Judicial District, judges by default place motions for
15 reconsideration on their chamber calendars. This Motion should be no exception. When this Court
16 takes into account the appearances that have already occurred in this case, the lack of new facts
17 and argument presented within Mr. Kehoe's Motion, and the current state of hearings in the Eighth
18 Judicial District, the Court is far better suited to handle this Motion in chambers.

19 As the Court knows, it is also well within its discretion to do so under EDCR 2.23, which
20 states in relevant part:

21 **Rule 2.23. Motions decided without oral argument.**

22 (c) The judge may consider the motion on its merits at any time with or
23 without oral argument, and grant or deny it.

24 As such, the Guardian respectfully requests this Court dispose of this Motion via its
25 chamber calendar at its discretion, to further streamline this case.

26 ///

27 ///

28 ///

1 **II. CONCLUSION**

2 As a result, this matter should be transferred to the Court's chambers calendar and dealt
3 with without oral argument and Mr. Kehoe's Motion should be denied and an adjustment to the
4 award of fees in favor of the protective person should be granted in the amount of \$1,100.00.
5 Taking into account the additional fees expended along with the original fees granted, the prior
6 May 21, 2020 Order should be amended to reflect a total judgment of \$3,688.50.

7 Dated this 10th day of June, 2020.

MARQUIS AURBACH COFFING

8
9
10 By /s/ James A. Beckstrom
11 Geraldine Tomich, Esq.
12 Nevada Bar No. 8369
13 James A. Beckstrom, Esq.
14 Nevada Bar No. 14032
15 10001 Park Run Drive
16 Las Vegas, Nevada 89145
17 *Attorneys for Kimberly Jones, as*
18 *Guardian of the Person and*
19 *Estate of Kathleen June Jones*
20
21
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28

DECLARATION OF JAMES A. BECKSTROM, ESQ.

James A. Beckstrom, Esq., declares as follows:

1. I am over the age of 18 years and have personal knowledge of the facts stated herein, except for those stated upon information and belief, and as to those, I believe them to be true. I am competent to testify as to the facts stated herein in a court of law and will so testify if called upon.

2. I submit this declaration in support of my Supplemental Request for Fees, following my prior declaration accompanying my request for fees in the above stated case and which is referenced in the Court's May 21, 2020 Decision and Order.

3. All the information stated above is true and correct.

4. I incorporate the information within my prior declaration for fees and costs on file with this Court.

5. I billed four (4) hours of work reading, responding, and researching the issues raised within Mr. Kehoe's Motion. The value of this work, as billed to the Guardian of the protected person is \$1,100.00.

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

By: James A. Beckstrom, Esq.

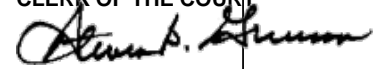
CERTIFICATE OF SERVICE

I hereby certify that the foregoing **KIMBERLY JONES'S OPPOSITION TO MOTION PURSUANT TO E.D.C.R. 2.24, N.R.C.P. 52, 59 AND 60, REGARDING THE DECISION AND ORDER ENTERED ON MAY 21, 2020 AND COUNTER-MOTION TO TRANSFER TO CHAMBERS CALENDAR WITHOUT ORAL ARGUMENT** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 10th day of June, 2020. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:⁹

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. 8 th Street, Ste. 100 Las Vegas, NV 89101 <i>Attorneys for Rodney Gerald Yeoman</i>
Maria L. Parra-Sandoval, Esq. LEGAL AID OF SOUTHERN NEVADA 725 E. Charleston Blvd. Las Vegas, NV 89104 <i>Attorneys for Protected Person</i>	John P. Michaelson, Esq. MICHAELSON & ASSOCIATES, LTD. & Jeffrey R. Sylvester, Esq. SYLVESTER & POLEDNAK, LTD. <i>Attorneys for Robyn Friedman and Donna Simmons</i>	Sonia Jones, Guardianship Financial Forensic Specialist GUARDIANSHIP COMPLIANCE OFFICE SUPREME COURT OF NEVADA

/s/ Cheryl Becnel
An employee of Marquis Aurbach Coffing

⁹ 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).



1 **JOIN**

2 Maria L. Parra-Sandoval, Esq.
3 Nevada Bar No. 13736
4 mparra@lacsns.org

5 **LEGAL AID CENTER OF**
6 **SOUTHERN NEVADA, INC.**

7 725 E. Charleston Blvd.
8 Las Vegas, NV 89104
9 Telephone: (702) 386-1526
10 Facsimile: (702) 386-1526

11 *Attorney for Kathleen June Jones, Adult Protected Person*

12 **EIGHTH JUDICIAL DISTRICT COURT**
13 **FAMILY DIVISION**
14 **CLARK COUNTY, NEVADA**

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

17 KATHLEEN JUNE JONES,

18 Adult Protected Person.

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

21 **KATHLEEN JUNE JONES' JOINDER TO KIMBERLY JONES' OPPOSITION TO**
22 **MOTION PURSUANT TO E.D.C.R. 2.24, N.R.C.P. 52, 59, AND 60, REGARDING THE**
23 **DECISION AND ORDER ENTERED ON MAY 21, 2020 AND COUNTER-MOTION**
24 **TO TRANSFER TO CHAMBERS CALENDAR WITHOUT ORAL ARGUMENT**

25 Kathleen June Jones ("June"), the protected person herein, by and through her counsel,
26 Maria L. Parra-Sandoval, Esq., hereby files this Joinder in support of Kimberly Jones'
27 Opposition to Motion Pursuant to E.D.C.R. 2.24, N.R.C.P. 52, 59, and 60, Regarding the
28 Decision and Order Entered on May 21, 2020 and Counter-Motion to Transfer to Chambers
Calendar Without Oral Argument (the "Opposition"). June's Joinder is based upon and
supported by the Memorandum of Points contained in Kimberly Jones' ("Guardian") Opposition,
the pleadings and papers on file in this case, and the argument of counsel as allowed by the Court
at the time of hearing, if a hearing is held.

1 DATED this 18th day of June, 2020.

2
3 **LEGAL AID CENTER OF
SOUTHERN NEVADA, INC.**

4 /s/ Maria L. Parra-Sandoval, Esq.

5 Maria L. Parra-Sandoval, Esq.

6 Nevada Bar No. 13736

7 **LEGAL AID CENTER OF
SOUTHERN NEVADA, INC.**

8 725 E. Charleston Blvd

9 Las Vegas, NV 89104

10 Telephone: (702) 386-1526

11 Facsimile: (702) 386-1526

12 mparra@lacs.org

13 *Attorney for Adult Protected Person Kathleen*
14 *June Jones*

CERTIFICATE OF SERVICE

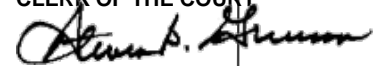
I HEREBY CERTIFY that on the 18th day of June 2020, I deposited in the United States Mail at Las Vegas, Nevada, a copy of the foregoing document entitled **KATHLEEN JUNE JONES' JOINDER TO KIMBERLY JONES' OPPOSITION TO MOTION PURSUANT TO E.D.C.R. 2.24, N.R.C.P. 52, 59, AND 60, REGARDING THE DECISION AND ORDER ENTERED ON MAY 21, 2020 AND COUNTER-MOTION TO TRANSFER TO CHAMBERS CALENDAR WITHOUT ORAL ARGUMENT** in a sealed envelope, mailed regular U.S. mail, upon which first class postage was fully prepaid, addressed to the following:

N/A

AND I FURTHER CERTIFY that on the same date I electronically served the same document to the following via ODYSSEY, the Court's electronic filing system, pursuant to EDCR 8.05:

James Beckstrom, Esq. jbecstrom@maclaw.com Geraldine Tomich, Esq. Gtomich@maclaw.com Attorneys for Guardian	Ty Kehoe, Esq. TyKehoeLaw@gmail.com Matthew Piccolo, Esq. matt@piccololawoffices.com Laura Deeter, Esq. Laura@ghandilaw.com Attorneys for Rodney Gerald Yeoman
John Michaelson, Esq. john@michaelsonlaw.com Lora Caindec-Poland lora@michaelsonlaw.com Jeffrey R. Sylvester, Esq. jeff@sylvesterpolednak.com Attorneys for Robyn Friedman and Donna Simmons	LaChasity Carroll lcarrroll@nvcourts.nv.gov Sonia Jones sjones@nvcourts.nv.gov Kate McCloskey NVGCO@nvcourts.nv.gov Guardianship Compliance Office

/s/Penny Walker
Employee of Legal Aid Center of Southern Nevada



1 **NEO**
2 John P. Michaelson, Esq.
3 Nevada Bar No. 7822
4 Email: john@michaelsonlaw.com
5 MICHAELSON & ASSOCIATES, LTD.
6 2200 Paseo Verde Parkway, Ste. 160
7 Henderson, Nevada 89052
8 Ph: (702) 731-2333
9 Fax: (702) 731-2337
10 Attorneys for Petitioners

6 **DISTRICT COURT**

7 **CLARK COUNTY, NEVADA**

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

10 Kathleen June Jones,)

11 An Adult Protected Person.)

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

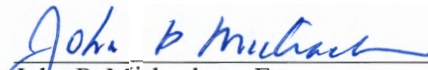
12 **NOTICE OF ENTRY OF ORDER**

13 To: Whom It May Concern:

14 Notice is hereby given that on June 22, 2020, an Order Granting Petition for Approval
15 To Refinance Real Property of the Protected Person was entered in the above-titled matter, a
16 copy of said Order is attached hereto.

17 DATED: June 22, 2020.

18 MICHAELSON & ASSOCIATES, LTD.



19 John P. Michaelson, Esq.
20 Nevada Bar No. 7822
21 2200 Paseo Verde Parkway, Ste. 160
22 Henderson, Nevada 89052
23
24
25

CERTIFICATE OF SERVICE

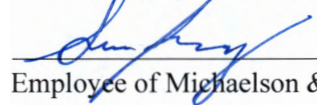
Pursuant to Nevada Rule of Civil Procedure 5(b), the undersigned hereby certifies that on June 22, 2020, a copy of the Notice of Entry of Order Granting Petition for Approval To Refinance Real Property of the Protected Person and said Order was mailed by regular US first class mail, postage prepaid, in a sealed envelope in Henderson, Nevada to the following individuals and/or entities at the following addresses:

Jeffrey R. Sylvester jeff@sylvesterpolednak.com Kelly L. Easton kellye@sylvesterpolednak.com Co-Counsel for Petitioners, Robyn Friedman and Donna Simmons	Maria L. Parra-Sandoval, Esq. Legal Aid Center of Southern Nevada mparra@lacsns.org Alexa Reanos areanos@lacsns.org
Geraldine Tomich, Esq. gtomich@maclaw.com James Beckstrom, Esq. jbeckstrom@maclaw.com Cheryl Becnel cbecnel@maclaw.com	Ty E. Kehoe, Esq. KEHOE & ASSOCIATES TyKehoeLaw@gmail.com Faydra Ross fr@ghandilaw.com Attorney for Rodney Gerald Yeoman Laura A. Deeter, Esq. GHANDI DEETER BLACKHAM laura@ghandilaw.com Matthew C. Piccolo, Esq. PICCOLO LAW OFFICES matt@piccololawoffices.com Co-Counsel for Rodney Gerald Yeoman
LaChasity Carroll lcarroll@nvcourts.nv.gov Sonja Jones sjones@nvcourts.nv.gov Kate McCloskey NVGCO@nvcourts.nv.gov	Jeffrey P. Luszeck, Esq. Ross E. Evans, Esq. SOLOMON DWIGGINS & FREER, LTD. jluszeck@sdfnvlaw.com revans@sdfnvlaw.com Attorney for Kimberly Jones

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Tiffany O'Neal 177 N. Singingwood Street, Unit 13 Orange, CA 92869	Courtney Simmons 765 Kimbark Avenue San Bernardino, CA 92407
	Division of Welfare and Supportive Services Medicaid Chief Eligibility and Payments 1470 College Parkway Carson City, Nevada 89706

MICHAELSON & ASSOCIATES, LTD.


Employee of Michaelson & Associates

Heather L. Simon
CLERK OF THE COURT

ORDG

John P. Michaelson, Esq.
Nevada Bar No. 7822
Email: john@michaelsonlaw.com
MICHAELSON & ASSOCIATES, LTD.
2200 Paseo Verde Parkway, Ste. 160
Henderson, Nevada 89052
Ph: (702) 731-2333
Fax: (702) 731-2337
Attorneys for Robyn Friedman and
Donna Simmons

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Kathleen June Jones,)

An Adult Protected Person.)

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

Date of Hearing: 5/20/2020
Time of Hearing: 9:00 a.m.

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

☐ TEMPORARY GUARDIANSHIP

☐ Person

☐ Estate

☐ Person and Estate

☒ GENERAL GUARDIANSHIP

☐ Person

☐ Estate

☒ Person and Estate

☐ SPECIAL GUARDIANSHIP

☐ Person

☐ Estate ☐ Summary Admin.

☐ Person and Estate

☒ NOTICES / SAFEGUARDS

☒ Blocked Account

☐ Bond Posted

☐ Public Guardian Bond

THIS MATTER having come before this Court on Kimberly Jones' Petition for Approval to Refinance Real Property of the Protected Person ("Petition"), and the following appearing via audio or audiovisual technology: Kimberly Jones; James Beckstrom, Esq., of Marquis Aurbach and Coffing, appearing on behalf of the guardian Kimberly Jones; Robyn Friedman and Donna Simmons; John P. Michaelson, Esq., of Michaelson & Associates, Ltd., and Jeffrey R. Sylvester, Esq., of Sylvester & Polednak, Ltd., on behalf of Robyn Friedman and Donna Simmons; Maria

1 L. Parra-Sandoval, Esq. appearing on behalf of the protected person, Kathleen June Jones;
2 Rodney Gerald Yeoman; and Ty E. Kehoe, Esq. of Kehoe & Associates, Matthew C. Piccolo,
3 Esq. of Piccolo Law Offices and Laura A. Deeter, Esq. of Ghandi, Deeter, Blackham also
4 appearing on behalf of Rodney Gerald Yeoman; and this Court having examined the Petition, the
5 oppositions and responses filed thereto, having considered oral arguments and being fully
6 informed of the matter, the Court now finds:

- 7 1. All parties agree that the guardian should refinance the real property owned by the
8 protected person located at 1054 S. Verde Street, Anaheim, California 92805 ("the
9 Property");
- 10 2. The Property is in deplorable condition, is in need of serous repairs both inside and
11 outside and is not tenable in its current condition;
- 12 3. Some of the repairs to the Property likely should be performed by a licensed
13 contractor to protect the protected person's estate;
- 14 4. The guardian's boyfriend, Dean Loggins has agreed to perform repairs that are not
15 required to be performed by a licensed contract at no charge to the protected person's
16 estate, except for the costs of the materials needed.

17
18 NOW THEREFORE,

19 IT IS HEREBY ORDERED, ADJUGED AND DECREED that the guardian is
20 authorized to refinance the protected person's real property located at 1054 S. Verde Street,
21 Anaheim, California 92805 at an interest rate of up to six percent (6%);

22 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the guardian is
23 directed to retain the services of an inspector licensed in the state of California to inspect the
24 Property and identify all items or issues that need to be addressed to make the Property tenable
25

1 and/or that should be addressed to maximize value for the protected person and further to direct
2 the inspector to provide a written report identifying the issues or items as well as which repairs
3 should be handled by a licensed contractor with proper insurance, workers compensation
4 coverage, etc.;

5 IT IS HEREBY ORDERED, ADJUGED AND DECREED that for the items the
6 inspector deems should be addressed by a licensed contractor, the guardian is directed to retain
7 the services of an arms-length, licensed, bonded contractor, with proper workers compensation
8 coverage to perform the repairs or services;

9 IT IS FURTHER ORDERED, ADJUDGED AND DECREED for those items listed in
10 the inspector's report that are not required to be performed by a licensed contractor, the
11 guardian's boyfriend, Dean Loggins, is authorized to make those repairs and/or replace those
12 items in the Property at no charge to the estate, except for the cost of the materials to repair
13 and/or replace those items;

14 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Guardian will
15 provide the licensed inspector's report for the Court's review within 60 days from the date of this
16 order;
17

18 ////

19 ///

20 //

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that a status check is set
2 for July 20, 2020 at 8:30 a.m. for the Court to review the inspector's report as well as the general
3 status of this guardianship.

Dated this 22nd day of June, 2020

4 DATED: _____, 2020.

Linda Marquis

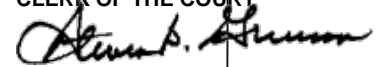
BB9 48E D159 C88C
Linda Marquis

District Court Judge

8 MICHAELSON & ASSOCIATES, LTD.

9
10 /s/ John P. Michaelson
11 John P. Michaelson, Esq.
12 Nevada Bar No. 7822
13 2200 Paseo Verde Parkway, Ste. 160
Henderson, Nevada 89052
Attorneys for Robyn Friedman and
Donna Simmons

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1 **NEO**
2 John P. Michaelson, Esq.
3 Nevada Bar No. 7822
4 Email: john@michaelsonlaw.com
5 MICHAELSON & ASSOCIATES, LTD.
6 2200 Paseo Verde Parkway, Ste. 160
7 Henderson, Nevada 89052
8 Ph: (702) 731-2333
9 Fax: (702) 731-2337
10 Attorneys for Robyn Friedman and Donna Simmons

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

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

15 Kathleen June Jones,)

16 An Adult Protected Person.)

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

17 **NOTICE OF ENTRY OF ORDER**

18 To: Whom It May Concern:

19 Notice is hereby given that on June 23, 2020, an Order Discharging Temporary Co-
20 Guardians was entered in the above-titled matter, a copy of said Order is attached hereto.

21 DATED: June 23, 2020.

22 MICHAELSON & ASSOCIATES, LTD.



23 John P. Michaelson, Esq.
24 Nevada Bar No. 7822
25 2200 Paseo Verde Parkway, Ste. 160
Henderson, Nevada 89052

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and NEFCR 9, the undersigned hereby certifies that on June 24, 2020, a copy of the Notice of Entry of Order Discharging Temporary Co-Guardians and said Order was mailed by regular US first class mail, postage prepaid, in a sealed envelope in Henderson, Nevada to the following individuals and/or entities at the following addresses:

Jeffrey R. Sylvester jeff@sylvesterpolednak.com Kelly L. Easton kellye@sylvesterpolednak.com Co-Counsel for Petitioners, Robyn Friedman and Donna Simmons	Maria L. Parra-Sandoval, Esq. Legal Aid Center of Southern Nevada mparra@lacsnsn.org Penny Walker pwalker@lacsnsn.org
Geraldine Tomich, Esq. gtomich@maclaw.com James Beckstrom, Esq. jbeckstrom@maclaw.com Cheryl Becnel cbecnel@maclaw.com Attorney for Kimberly Jones	Ty E. Kehoe, Esq. KEHOE & ASSOCIATES TyKehoeLaw@gmail.com Faydra Ross fr@ghandilaw.com Attorney for Rodney Gerald Yeoman Laura A. Deeter, Esq. GHANDI DEETER BLACKHAM laura@ghandilaw.com Matthew C. Piccolo, Esq. PICCOLO LAW OFFICES matt@piccololawoffices.com Co-Counsel for Rodney Gerald Yeoman
LaChasity Carroll lcarroll@nvcourts.nv.gov Sonja Jones sjones@nvcourts.nv.gov Kate McCloskey NVGCO@nvcourts.nv.gov	Tiffany O'Neal 177 N. Singingwood Street, Unit 13 Orange, CA 92869

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Courtney Simmons 765 Kimbark Avenue San Bernardino, CA 92407	Scott Simmons Cameron Simmons 795 E. Debra Lane Anaheim, CA 92805
	Division of Welfare and Supportive Services Medicaid Chief Eligibility and Payments 1470 College Parkway Carson City, Nevada 89706

MICHAELSON & ASSOCIATES, LTD.

Employee of Michaelson & Associates

Steven D. Grierson

ORDR

John P. Michaelson, Esq.
Nevada Bar No. 7822
Email: john@michaelsonlaw.com
MICHAELSON & ASSOCIATES, LTD.
2200 Paseo Verde Parkway, Ste. 160
Henderson, Nevada 89052
Ph: (702) 731-2333
Fax: (702) 731-2337
Attorneys for Temporary 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

Date of Hearing: 05/20/2020

Time of Hearing: 9:00 a.m.

ORDER DISCHARGING TEMPORARY CO-GUARDIANS

☒ **TEMPORARY GUARDIANSHIP**

☐ Person

☐ Estate

☐ Person and Estate

☐ Summary Admin.

☐ **SPECIAL GUARDIANSHIP**

☐ Person

☐ Estate

☐ Person and Estate

☐ Summary Admin.

☐ **GENERAL GUARDIANSHIP**

☐ Person

☐ Estate

☐ Person and Estate

☐ Summary Admin.

☐ **NOTICES / SAFEGUARDS**

☐ Blocked Account

☐ Bond Posted

THIS COURT having considered and reviewed Robyn Friedman's and Donna Simmons,
Petition For Discharge of Temporary Co-Guardians; and having reviewed Petitioners' Affidavits
in Support of said Petition; and no oppositions having been filed and no oral argument having
been heard; the Court hereby finds: (i) that all notices of this hearing have been duly given as

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 required by law; (ii) that pursuant to NRCP 1 and EDCR 1.10, the procedure in district court
2 shall be administered to ensure efficient speedy and inexpensive determinations in every action,
3 and pursuant to EDCR 2.23(c), this Court can consider a motion and issue a decision on the
4 papers at any time without a hearing; and (iii) that no oppositions and/or other responsive
5 pleading to the Petition was filed pursuant to EDCR 2.20(e). Accordingly,

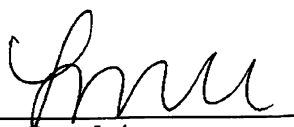

6 ORDER

7
8 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that all actions taken by
9 Robyn Friedman and Donna Simmons in serving as temporary co-guardians are ratified and
10 approved; and

11 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the requirement of
12 filing an accounting is hereby waived as neither Robyn Friedman nor Donna Simmons took
13 possession, custody or control of any income or assets of the protected person; and

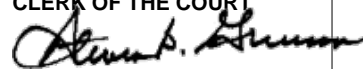
14 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Robyn Friedman and
15 Donna Simmons are hereby discharged as temporary co-guardians and relieved of any liability
16 for their term of service as temporary co-guardians.

17 DATED: 6/23, 2020.

18
19 
District Court Judge 

20 Respectfully submitted:
21 MICHAELSON & ASSOCIATES, LTD.

22 /s/ John P. Michaelson
23 John P. Michaelson, Esq.
24 Nevada Bar No. 7822
25 2200 Paseo Verde Parkway, Ste. 160
Henderson, Nevada 89052



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*

DISTRICT COURT**CLARK COUNTY, NEVADA**

In the Matter of the Guardianship of Estate of:

KATHLEEN JUNE JONES,

Protected Person.

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

HEARING REQUESTED

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

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 Motion for Order Quieting
 19 Title, Directing Execution of Deed, and/or in the Alternative Petition for Instruction and Advice
 20 ("Motion"). This Motion is based on the following Points and Authorities, the pleadings and
 21 papers on file herein, and any oral argument by counsel permitted at the hearing on this matter.

Dated this 25th day of June, 2020.

MARQUIS AURBACH COFFING

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

MEMORANDUM OF POINTS OF AUTHORITIES

I. INTRODUCTION AND FACTS

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

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

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

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1 **II. STATEMENT OF FACTS**

2 1. The Protected Person purchased that real property commonly described as 1054 S.
3 Verde Street, Anaheim, CA 92805 (the "Property") when it was built in approximately 1968.¹

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

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

8 4. On September 5, 2003, the Protected Person, years prior to her marriage to Yeoman
9 mortgaged the Property for \$160,000.³ The mortgage was solely in the name of the Protected
10 Person and the Protected Person has always paid the mortgage from her separate property.

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

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

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

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

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

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

26 ² See Quitclaim Deed, attached as **Exhibit 1**.

27 ³ See Deed of Trust, attached as **Exhibit 2**.

28 ⁴ See Spousal Deed, attached as **Exhibit 3**.

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

III. LEGAL ARGUMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

24 ⁶ Exhibit 2.

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

27 ⁸ *Id.* at 2:15-17

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

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

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

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

24 ///

25 ///

26 ¹⁰ See Exhibit 4.

27 ¹¹ *Id.*

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

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

9 NRS 159.171 states:

10 **Executing and recording legal documents.**

11 ...

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

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

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

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

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

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

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

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

26 ///

27 ///

28 ///

1 **IV. CONCLUSION**

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

5 Dated this 25th day of June, 2020.

MARQUIS AURBACH COFFING

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

CERTIFICATE OF SERVICE

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

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
Attorneys for Robyn Friedman and Donna Simmons

/s/ Cheryl Becnel
An employee of Marquis Aurbach Coffing

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

Exhibit 1

Order No.
Escrow No.
Loan No.

87-523644

RECORDING REQUESTED BY
CHICAGO TITLE INS. CO.

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

11 40 AM SEP 16 '87

\$5.00
C-10

Lee A. Branch COUNTY
RECORD

WHEN RECORDED MAIL TO:

California First Bank
13300 Newport Avenue
Tustin, CA 92680

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

June Simmons Jones
Harold Lee Jones, Jr.
1054 S. Verde St.
Anaheim, CA 92805

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

..... Computed on the consideration or value of property conveyed; OR

..... Computed on the consideration or value less liens or encumbrances

remaining at time of sale

The undersigned grantor

Signature of Declarant or Agent determining tax - Firm Name

582220-7

QUITCLAIM DEED

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

June Simmons Jones, a married woman

do hereby REMISE, RELEASE AND FOREVER QUITCLAIM to

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

the real property in the City of Anaheim
County of Orange

, State of California, described as

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

*Addition of spouse

Dated September 10, 1987

STATE OF CALIFORNIA Orange } ss.

On September 10, 1987

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

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

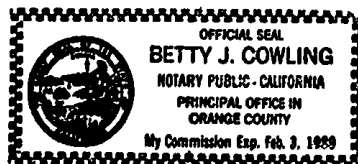
WITNESS my hand and official seal

Signature

Betty J. Cowling

JUNE SIMMONS JONES

June Simmons Jones



(This area for official notarial seal)

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

1085 (6/82)

Exhibit 2

13

Source: www.OrangeCountyCA.gov

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

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

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

Prepared By:
Christina Reid

23207368

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN 100037506547109968

DEFINITIONS

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

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

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

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

. Borrower is the trustor under this Security Instrument.

(C) "Lender" is

GMAC Mortgage Corporation DBA ditech.com

Lender is a Residential Mortgage Lender

organized and existing under the laws of Commonwealth of Pennsylvania

000654710996

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

Form 3005 1/01

VMP -6A(CA) (0207)

Page 1 of 15

Initials:

JA

VMP MORTGAGE FORMS (800)521-7791



1756

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

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

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

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

The Note states that Borrower owes Lender

One Hundred Sixty Thousand Dollars
(U.S. \$160,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic

Payments and to pay the debt in full not later than October 1, 2033

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

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

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

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

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

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

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


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

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

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

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

000654710996

 -6A(CA) (0207)

Page 2 of 15

Initials: 

Form 3005 1/01

1757

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

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

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


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

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

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

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

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

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

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


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

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

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

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

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

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

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

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


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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

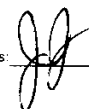
If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary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

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

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

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

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

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


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

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

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

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

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


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

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


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

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

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

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

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

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

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

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

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

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

Witnesses:

Jane Jones (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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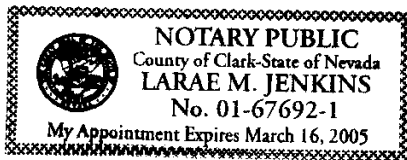
1769

State of ~~California~~ ^{Nevada}
County of ~~Clark~~ ^{Clark}

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

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

WITNESS my hand and official seal.



Larae M. Jenkins (Seal)

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EXHIBIT "A"

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

Exhibit 3

Recording requested by (name):

June Jones

When recorded mail to
and mail tax statements to:

1054 S. Verde Street

Anaheim, CA 92806

Recorder's Use Only

INTERSPOUSAL TRANSFER DEED

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

Assessor's Parcel No. (APN):

234-056-10

Documentary Transfer Tax: \$0.00

If exempt, enter R&T code: _____

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

Signature of Declarant or Agent determining tax

Declaration of Exemption From Gov't Code § 27388.1 Fee

- ☒ Transfer is exempt from fee per GC § 27388.1(a)(2):
- ☐ recorded concurrently "in connection with" transfer subject to Documentary Transfer Tax
- ☒ recorded concurrently "in connection with" a transfer of residential dwelling to an owner-occupier
- ☐ Transfer is exempt from fee per GC 27388.1(a)(1):
- ☐ Fee cap of \$225.00 reached ☐ Not related to real property

There is no consideration for this transfer.

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

- ☐ From joint tenancy to community property; ☐ From one spouse to both spouses;
- ☐ From one spouse to the other spouse; ☐ From both spouses to one spouse;
- ☒ Other: Transfer from Husband to Wife to Confirm no Spousal Interest; No consideration.
- ☒ Check when creating separate property interest in grantee spouse: **It is the express intent of the grantor, being the spouse of the grantee, to convey all right, title and interest of the grantor, community or otherwise, in and to the herein described property to the grantee as his/her sole and separate property.**

GRANTOR(S) Rodney Gerald Yeoman, hereby
grant(s) to GRANTEE(S) June Jones

as a Married Woman as her Sole and Separate Property

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

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

Date: 6/18/2020

(Signature of declarant)

Rodney Gerald Yeoman

(Print name)

Date: _____

(Signature of declarant)

(Print name)

ACKNOWLEDGMENT

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

State of California)
County of _____)

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

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

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

WITNESS my hand and official seal.

(Seal)

Signature _____

Exhibit 4

James A. Beckstrom

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

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

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

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

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

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

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

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

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

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

Ty

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

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

It's a very simple request.



James A. Beckstrom, Esq.

10001 Park Run Drive

Las Vegas, NV 89145

t | 702.207.6081

f | 702.382.5816

jbeckstrom@maclaw.com

maclaw.com



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From: Ty <tykehoelaw@gmail.com>

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

To: James A. Beckstrom <jbeckstrom@maclaw.com>

Cc: Matthew C. Piccolo <Matt@piccololawoffices.com>; Laura Deeter <laura@ghandilaw.com>

Subject: Re: [External] Following up on Spousal Deed

James,

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

Sincerely,

Ty E. Kehoe, Esq.

Kehoe & Associates

871 Coronado Center Drive

Suite 200

Henderson, NV 89052

Telephone: 702.837.1908

Facsimile: 702.837.1932

Cellular: 702.528.8704

E-Mail: TyKehoeLaw@gmail.com (Changed from TyKehoeLaw@aol.com)

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

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

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



James A. Beckstrom, Esq.

10001 Park Run Drive

Las Vegas, NV 89145

t | 702.207.6081

f | 702.382.5816

jbeckstrom@maclaw.com

maclaw.com



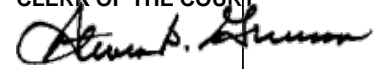
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Exhibit 5



GHANDI DEETER BLACKHAM

Laura A. Deeter, Esq.
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Telephone: (702) 878-1115
Facsimile: (702) 979-2485
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TyKehoeLaw@gmail.com

Matthew C. Piccolo, Esq.
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Tel: (702) 749-3699
Fax: (702) 944-6630
matt@piccololawoffices.com

Attorneys for Rodney Gerald Yeoman

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

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

KATHLEEN JUNE JONES,
Adult Protected Person.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NRS 159.121 requires the Court to:

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

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

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

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

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

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

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.

Exhibit 6

Inst #: 20180116-0001313

Fees: \$40.00

RPTT: \$0.00 Ex #: 005

01/16/2018 10:24:59 AM

Receipt #: 3297378

Requestor:

QC DEED, LLC (MAIN)

Recorded By: RYUD Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

APN NO.: 138-02-511-076

WHEN RECORDED MAIL TO:

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

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

Affix RPTT: \$0.00

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That,

RODNEY GERALD YEOMAN,
A MARRIED MAN
AND SPOUSE OF GRANTEE

Whose address is

6277 W. KRAFT AVE., LAS VEGAS, NV

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

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

Whose address is

6277 W. KRAFT AVE., LAS VEGAS, NV

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

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

6277 W. KRAFT AVE, LAS VEGAS, NV

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

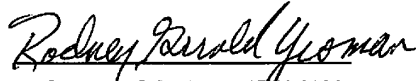
Together with all and singular the tenements, hereditaments and appurtenances
thereunto belonging or in anywise appertaining.

SEE PAGE TWO (2) FOR SIGNATURES AND NOTARY ACKNOWLEDGEMENT

JONES 000596

1789

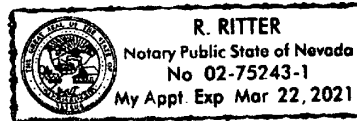
SIGNATURES AND NOTARY ACKNOWLEDGEMENT



RODNEY GERALD YEOMAN

STATE OF : NEVADA
COUNTY OF : CLARK

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

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





Signature Notary Public
My commission expires:
My commission number:

JONES 000597

1790

EXHIBIT "A"
LEGAL DESCRIPTION

APN No.: 138-02-511-076

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

JONES 000598

1791

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

- a. 138-02-511-076
b. _____
c. _____
d. _____

2. Type of Property:

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

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3. a. Total Value/Sales Price of Property

\$ 0.00

b. Deed in Lieu of Foreclosure Only (value of property)

(_____)

c. Transfer Tax Value:

\$ 0.00

d. Real Property Transfer Tax Due

\$ \$0.00

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section 5

b. Explain Reason for Exemption: TRANSFER FROM HUSBAND TO WIFE TO REMOVE POSSIBLE SPOUSAL INTEREST, SPOUSE NOT ON TITLE WITHOUT CONSIDERATION

5. Partial Interest: Percentage being transferred: 100 %

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

Signature: Rodney G. Yeoman
RODNEY YEOMAN

Capacity: Grantor

Signature: JUNE JONES
JUNE JONES

Capacity: Grantee

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

Print Name: RODNEY GERALD YEOMAN

Print Name: JUNE JONES

Address: 6277 W. KRAFT AVE.

Address: 6277 W. KRAFT AVE.

City: LAS VEGAS

City: LAS VEGAS

State: NV Zip: 89130

State: NV Zip: 89130

COMPANY REQUESTING RECORDING

Print Name: QC Deed

Escrow #: accommodation

Address: 7251 W. Lake Mead Blvd. Suite 300

18QC-0103-0003

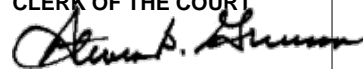
City: Las Vegas

State: NV Zip: 89128

As a public record this form may be recorded/microfilmed

JONES 000599

1792



Marquis Aurbach Coffing
Geraldine Tomich, Esq.
Nevada Bar No. 8369
James A. Beckstrom, Esq.
Nevada Bar No. 14032
10001 Park Run Drive
Las Vegas, Nevada 89145
Telephone: (702) 382-0711
Facsimile: (702) 382-5816
gtomich@maclaw.com
jbeckstrom@maclaw.com
Attorneys for Kimberly Jones

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of the Guardianship of Estate of:

KATHLEEN JUNE JONES,

Protected Person.

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

Plaintiffs,

v.

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

Defendants.

AND ALL RELATED CLAIMS.

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

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

HEARING REQUESTED

MOTION TO CONSOLIDATE

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

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

4 Dated this 25th day of June, 2020.

MARQUIS AURBACH COFFING

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

16 **MEMORANDUM OF POINTS AND AUTHORITIES**

17 **I. INTRODUCTION**

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

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

27 **II. STATEMENT OF FACTS**

28 **A. THE GUARDIANSHIP**

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

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

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

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

12 Thereafter, Yeoman, Richard, and Kandi moved to dismiss the Complaint, which was
13 denied in its entirety. Yeoman, Richard, and Kandi then after stalling for over three months, filed
14 a Counter-claim and Third-Party complaint on June 22, 2020.² Within the Counter-claim and
15 Third-Party complaint, were the following causes of action: (1) IIED (resulting from what is
16 alleged to be taking the Protected Person from yeoman); (2) Trespass (alleging the Guardian
17 unlawfully occupies the Protected Person's home); (3) Nuisance (alleging the Guardian is
18 obstructing use of the Kraft Avenue Property); (4) Unjust Enrichment; (5) Intentional Interference
19 with Contractual relations (alleging the Guardian interfered with the sale of the Kraft Avenue
20 property); (6) Loss of Consortium (alleging the guardian has deprived Yeoman of his wife's
21 companionship); and (7) Abuse of Process (alleging the Guardianship Case was "blatantly false").

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

24 **III. LEGAL ARGUMENT**

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

26
27 ¹ See First Amended Complaint, attached as **Exhibit 1**.

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

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

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

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

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

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

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

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

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

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

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

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

³ Counterclaim and Third-Party Claim at ¶¶ 31-38.

⁴ *Id.* at ¶¶ 28-29.

⁵ *Id.* at ¶¶ 29-35.

⁶ *Id.* at ¶¶ 37-40.

⁷ *Id.* at ¶¶ 44-48.

⁸ *Id.* at ¶¶ 92-103.

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

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

14 **IV. CONCLUSION**

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

18 Dated this 25th day of June, 2020.

MARQUIS AURBACH COFFING

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

CERTIFICATE OF SERVICE

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

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

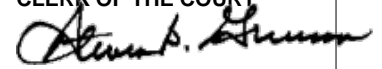
Maria L. Parra-Sandoval, Esq.
LEGAL AID OF SOUTHERN NEVADA
725 E. Charleston Blvd.
Las Vegas, NV 89104
Attorneys for Protected Person

John P. Michaelson, Esq.
MICHAELSON & ASSOCIATES, LTD.
2200 Paseo Verde Parkway, Ste. 160
Henderson, NV 89052
Attorneys for Robyn Friedman and Donna Simmons

/s/ Cheryl Becnel
An employee of Marquis Aurbach Coffing

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

Exhibit 1



Marquis Aurbach Coffing
Geraldine Tomich, Esq.
Nevada Bar No. 8369
James A. Beckstrom, Esq.
Nevada Bar No. 14032
10001 Park Run Drive
Las Vegas, Nevada 89145
Telephone: (702) 382-0711
Facsimile: (702) 382-5816
gtomich@maclaw.com
jbeckstrom@maclaw.com
*Attorneys for Kimberly Jones,
Guardian of Kathleen June Jones*

DISTRICT COURT

CLARK COUNTY, NEVADA

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

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

Plaintiffs,

FIRST AMENDED COMPLAINT

Exempt from Arbitration: NAR 3(A)

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

v.

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

Defendants.

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

PARTIES

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

1 4. Rodney Gerald Yeoman ("Gerald") is the husband of June and is an individual
2 residing in Clark County, Nevada.

3 5. Gerald has and continues to suffer from serious medical issues that have rendered
4 Gerald unfit to care for June without full time assistance.

5 6. Richard Powell ("Richard") is an individual residing in Clark County, Nevada and
6 is the son in law of Gerald.

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

9 **JURISDICTION AND VENUE**

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

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

21 **GENERAL ALLEGATIONS**

22 **KATHLEEN JUNE JONES**

23 10. June was born on January 20, 1937 and is presently 82 years old.

24 11. June has five children, which include Kimberly, Robyn Friedman ("Robyn"),
25 Donna Simmons ("Donna"), and Scott Simmons ("Scott").

26 12. In 2002, June was engaged to Walter Tormala ("Walter") where they resided
27 together at 6277 Kraft Avenue, Las Vegas, NV (the "Kraft Avenue" property).
28

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

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

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

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

17. In 2009, June married Gerald.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28

69. At the time June was removed from the marital accounts, there was an approximate balance of \$41,000, of which June maintained a community property interest.

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

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

FIRST CAUSE OF ACTION
CONVERSION

(Against all Defendants)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Against all Defendants)

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

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

90. June is a protected person under NRS 159.305.

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

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

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

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

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

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

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

8 **(Against all Defendants)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FOURTH CAUSE OF ACTION
CIVIL CONSPIRACY

(Against all Defendants)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FIFTH CAUSE OF ACTION
ELDER ABUSE PURSUANT TO NRS 41.1395.

(Against all Defendants)

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

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

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

2 136. At all times at issue to this litigation, June has been incompetent as a person who,

3 by reason of mental illness, mental deficiency, advanced age, disease, weakness of mind or any

4 other cause, is unable, without assistance, properly to manage and take care of herself or her

5 property.

6 137. Pursuant to NRS 41.1395, June being over 60 years of age during the relevant

7 time period covering each allegation stated herein is a person subject to the protections of NRS

8 41.1395.

9 138. Pursuant to NRS 41.1395, June was a vulnerable person based on her lack of

10 mental competency, which was known to each named Defendant.

11 139. Defendants were in a position of trust and confidence to June, whereby June was

12 dependent on Defendants for food, personal hygiene, medication, and transportation.

13 140. Defendants knew June had been diagnosed with severe cognitive impairment in

14 2016 and was dependent on Defendants for bathing, grooming, and assistance with her

15 medications, including her dementia medication.

16 141. Defendants together exploited June to obtain control of her finances and her

17 person by deceiving and unduly influencing June in regards to the above stated transfer

18 concerning the Kraft Avenue property, personal bank accounts, and the above stated personal

19 property.

20 142. Defendants working together to accomplish the unlawful exploitation stated

21 above, pressured June into deeding away the Kraft Avenue house in an effort to benefit

22 themselves financially.

23 143. Each of the above stated actions were set in motion with the intent to permanently

24 deprive and remove June from the rights, benefits, ownership, and possession of her money, the

25 Kraft Avenue property, gift cards, and vehicles as more fully stated in the preceding paragraphs.

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

27 and other personal property.

28 ///

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

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

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

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

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

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

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

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

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

20 **(Against all Defendants)**

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

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

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

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

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

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

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

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

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

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

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

28

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

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

8 **(Against all Defendants)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Against all Defendants)

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

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

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

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

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

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

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

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

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

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

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

///

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///

TENTH CAUSE OF ACTION
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

(Against all Defendants)

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

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

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

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

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

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

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

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

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

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

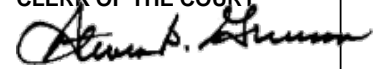
- 3 1. For an award of damages in excess of \$15,000.00;
- 4 2. For statutory attorneys' fees and costs, including post-judgment fees and costs
5 pursuant to Nevada law, including but not limited to NRS 155.097, NRS 159.315, NRS 18.010;
6 and NRS 41.1395;
- 7 3. For an award of attorney fees as special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

16 Dated this 5th day of March, 2020.

17 MARQUIS AURBACH COFFING

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

Exhibit 2



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matt@piccololawoffices.com

Attorneys for Rodney Gerald Yeoman

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

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

Plaintiff,

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

Defendants.

RICHARD POWELL, KANDI POWELL,
Counter-Claimants,

vs.

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

Counter-Defendant.

RICHARD POWELL, KANDI POWELL,
RODNEY GERALD YEOMAN,

Third Party Claimants,

vs.

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

Third Party Defendant.

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

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

ANSWER

Richard Powell, Kandi Powell, and Rodney Gerald Yeoman ("Gerry"), husband of Kathleen June Jones ("June"), by and through their counsel Ty E. Kehoe, Esq. and Matthew C. Piccolo, Esq., hereby answer the First Amended Complaint ("Complaint") filed by Plaintiff as follows.

Anything not specifically admitted herein is deemed denied.

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

AFFIRMATIVE DEFENSES

Defendants hereby assert the following affirmative defenses:

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

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

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

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

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

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

12 WHEREFORE, Defendants respectfully request the following relief:

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

19 DATED this 22nd day of June, 2020.

KEHOE & ASSOCIATES

20 /s/ Ty Kehoe

21 Ty E. Kehoe, Esq.
22 871 Coronado Center Drive, Suite 200
23 Henderson, Nevada 89052
24 Attorney for Defendants

PICCOLO LAW OFFICES

25 /s/ Matthew C. Piccolo

26 Matthew C. Piccolo, Esq.
27 8565 S Eastern Ave Ste 150
28 Las Vegas, Nevada 89123
Attorney for Defendants

1 **COUNTER CLAIMS**

2 Richard Powell (“Dick”), Kandi Powell (“Kandi”), and Rodney Gerald Yeoman (“Gerry”),
3 husband of Kathleen June Jones (“June”), by and through their counsel Ty E. Kehoe, Esq. and
4 Matthew C. Piccolo, Esq, hereby counter claim and allege against Plaintiff, (“Counter-
5 Defendant”), as follows:
6

7 **COMMON FACTUAL ALLEGATIONS**

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

10 2. Counter-Claimants Richard Powell, Kandi Powell, and Rodney Gerald Yeoman
11 are individuals who at all times herein mentioned were residents of Clark County, Nevada.

12 3. Venue is proper in the Eighth Judicial District Court in Clark County, Nevada,
13 pursuant to NRS 13.040 because (1) the Counter-Defendant resides in Clark County, Nevada;
14 and (2) the obligations, acts, abuses, and tortious conduct complained of herein were incurred and
15 committed, in whole or in part, within Clark County, Nevada.
16

17 4. This Court has personal jurisdiction over Counter-Defendant, pursuant to NRS
18 14.065 because (1) Counter-Defendant’s activities and contacts in Nevada have been and
19 continue to be so substantial, continuous, and systematic that Counter-Defendant is deemed
20 present in the forum; (2) the obligations, acts, omissions, and tortious actions complained of
21 herein were incurred and committed, in whole or in part, in Clark County, Nevada, and thus,
22 Counter-Defendant has had sufficient minimum contacts with this forum such that the exercise
23 of personal jurisdiction over them will not offend traditional notions of fair play and substantial
24 justice.
25

26 5. Dick and Kandi have provided hundreds of thousands of dollars of value to June
27 and Gerry in travel, cars, payment of medical bills, payment of credit card bills, and more.
28

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16 51. Counter-Defendant has filed two lis pendens on the Kraft House property.
17

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

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

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

24 55. This Court should quiet title of the Kraft House in the name of Dick and Kandi.
25

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

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

PRAYER FOR RELIEF

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

DATED this 22nd day of June, 2020.

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

/s/ Matthew C. Piccolo
Matthew C. Piccolo, Esq.

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

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

8 **COMMON FACTUAL ALLEGATIONS**

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

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

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

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

19 5. This Court has personal jurisdiction over Third Party Defendants, pursuant to NRS
20 14.065 because (1) Third Party Defendants' activities and contacts in Nevada have been and
21 continue to be so substantial, continuous, and systematic that Defendant is deemed present in the
22 forum; and/or (2) the obligations, acts, omissions, and tortious actions complained of herein were
23 incurred and committed, in whole or in part, in Clark County, Nevada, and thus, Third Party
24 Defendants have had sufficient minimum contacts with this forum such that the exercise of
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1 personal jurisdiction over them will not offend traditional notions of fair play and substantial
2 justice.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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15 and returned to California.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 44. Kimberly has abused process in three different cases: 1) the POA Case; 2) the
21 Eviction Case; and 3) *In re Guardianship of June Jones*, Clark County District Court Case No.
22 G-19-052263-A ("Guardianship Case").
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1 45. Kimberly abused process by having a lis pendens issued in the POA Case, and
2 then recording that lis pendens with the Clark County Recorder, even though there was no action
3 related to the Kraft House pending in the POA Case.

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

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

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

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

15 (Gerry against Kimberly and Dean)

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

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

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

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

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

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

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

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

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

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

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

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

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

3 (Dick and Kandi against Kimberly and Dean)

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

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

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

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

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

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

17 67. As a result of Third Party Defendants' conduct, Dick and Kandi have been
18 required to retain the services of an attorney and, thus, are entitled to reasonable attorney's fees
19 and costs plus interest, pursuant to Nevada law.
20
21

22 **CAUSE OF ACTION III**
23 **(Nuisance; Violation of NRS 40.140)**

24 (Dick and Kandi against Kimberly and Dean)

25 68. Third Party Claimants repeat and reallege all prior paragraphs of this complaint as
26 though fully set forth herein.
27

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

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

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

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

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

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

18 (Dick and Kandi against Kimberly and Dean)

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

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

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

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

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

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

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

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

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

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

17 (Dick and Kandi against Kimberly and Dean)

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

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

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

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

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

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

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

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

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

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

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

23 (Gerry against Kimberly and Dean)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 **CAUSE OF ACTION VII**

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

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

9 106. Third Party Defendant improperly issued a lis pendens in the POA Case, and then
10 recorded such lis pendens with the Clark County Recorder.
11

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

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

16 109. Third Party Defendant either knew, or should have known, her allegations were
17 false.
18

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

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

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

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

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

4 115. Third Party Defendants' conduct was malicious, fraudulent, or oppressive and was
5 designed to vex, annoy, harass, or humiliate Third Party Claimants; thus, Third Party Claimants
6 are entitled to an award of punitive damages.
7

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

11 **PRAYER FOR RELIEF**

12 Based on the foregoing, Third Party Claimants request judgment against Third Party
13 Defendants as follows:
14

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

20 DATED this 22nd day of June, 2020.

KEHOE & ASSOCIATES

21 /s/ Ty Kehoe

22 Ty E. Kehoe, Esq.

23 PICCOLO LAW OFFICES

24 /s/ Matthew C. Piccolo

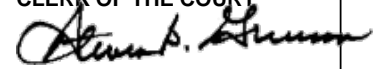
25 Matthew C. Piccolo, Esq.
26
27
28

CERTIFICATE OF SERVICE

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

James Beckstrom, Esq.
Marquis Aurbach Coffing

/s/ Ty E. Kehoe
Ty E. Kehoe



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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: n/a

Time: n/a

NOTICE OF APPEAL

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

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

3 Dated this 26th day of June, 2020.

KEHOE & ASSOCIATES

4 /s/ Ty Kehoe

5 Ty E. Kehoe, Esq.

6 871 Coronado Center Drive, Suite 200

Henderson, Nevada 89052

7 Attorney for Rodney Gerald Yeoman

8 **CERTIFICATE OF SERVICE**

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

12 Geraldine Tomich, Esq.

13 gtomich@maclaw.com

14 James A. Beckstrom, Esq.

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Jeffrey R. Sylvester, Esq.

jeff@SylvesterPolednak.com

15 Counsel for Kimberly Jones

Counsel for Robyn Friedman

and Donna Simmons

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

17 Maria L. Parra-Sandoval, Esq.

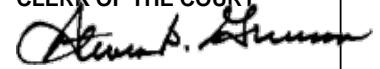
18 Legal Aid Center of Southern Nevada, Inc.

19 mparra@lacs.org

/s/ Ty E. Kehoe

Ty E. Kehoe

20 Counsel for June Jones



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Attorneys for Rodney Gerald Yeoman

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

KATHLEEN JUNE JONES,
Protected Person.

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

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

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

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

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

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

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

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

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

5
6 The Opposition wrongly infers that Gerry is seeking to change the Court’s ruling
7 regarding the underlying discovery disputes. Gerry is not attempting to do so. Gerry’s Motion is
8 focused solely upon the award of attorney fees being improper and unreasonable under the
9 controlling statutes and the factual history of Gerry’s discovery efforts, including the Court’s
10 own statements which authorized Gerry’s discovery efforts. The arguments underlying the
11 Motion for Protective Order and Gerry’s Opposition thereto were focused upon whether the
12 discovery was proper. The arguments were not focused upon whether such discovery efforts
13 were substantially justified or whether grounds existed for awarding attorney fees, and Gerry
14 never had an opportunity to be heard on the same.
15

16 The Opposition continues to argue the existence of a “mandatory fee shifting” rule. In
17 fact, it dizzily argues: “while NRCP 37 of course contains exceptions for the Court to
18 consider, fee shifting in mandatory. . . .”¹ However, as laid out in the Motion, the rule is not
19 mandatory. The Opposition argues: “This Court is well aware of these rules of procedure and
20 concisely stated the basis for its fee award”²; however, this is not factually based. Neither the
21 Court’s oral ruling nor the written order address the non-mandatory nature of the fee rule.
22

23 The Opposition substantially ignores NRCP 37(a)(5)(A)(i), NRCP 26(c)(1) and EDCR
24 5.602(d) which require an in person or telephonic good faith attempt to resolve discovery issues
25 prior to any award of attorney fees. Prior to the Opposition being filed, it was undisputed that
26 no such attempt was made.
27

28

¹ Opposition at 5:5.

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

11
12 The Oppositions claims: “The email exchanges between the attorneys representing each
13 person relevant to the Motion for Protective Order provided the Court clear proof of repeated
14 efforts to Mr. Kehoe to abandon the depositions and written discovery”⁷ and cites to paragraph
15 12 of the Order. However, paragraph 12 of the Order deals with whether a pending motion
16 existed and does not at all mention emails or efforts to obtain a withdrawal of the discovery. In
17 fact, nothing in the Order mentions emails nor anything about meet and confer or certification
18 requirements.
19

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

24 ² *Id.* at 2:21.

25 ³ *Id.* at 5:11.

26 ⁴ *Id.* at 5:18.

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

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

⁷ Opposition at 5:9.

⁸ *Id.* at 3:1-24.

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

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

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

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

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

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

27
28 ⁹ *Id.* at 3:28.

¹⁰ *Id.* at 5:7.

¹¹ *Id.* at 7:5.

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

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

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

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

13 DATED this 8th day of July, 2020.

KEHOE & ASSOCIATES

15 /s/ Ty Kehoe

16 Ty E. Kehoe, Esq.

CERTIFICATE OF SERVICE

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

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Jeffrey R. Sylvester, Esq.
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Counsel for Kimberly Jones

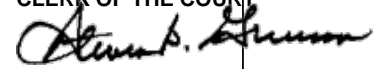
Counsel for Robyn Friedman
and Donna Simmons

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

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/s/ Ty E. Kehoe
Ty E. Kehoe

Counsel for June Jones



OPPS

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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: August 12, 2020
Time: 9:30 a.m.

OPPOSITION TO MOTION TO CONSOLIDATE

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

1 **Introduction.**

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

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

11 Second, consolidating the cases would not result in any savings of time or money. The
12 guardianship case rightly focuses on June's ongoing health and well-being, whereas the A case
13 focuses on disputed past events. The motion practice involved in the two cases is completely
14 different with little to no overlap. There is no discovery or testimony from the guardianship case
15 that would aid in completing the A case because the Court has not allowed any discovery in the
16 guardianship case and did not hold an evidentiary hearing.
17

18 Third, the parties and issues in the two cases are different. Dick, Kandi, Dean, and
19 Kimberly (as an individual) are parties to the A case, whereas they are not parties to the
20 guardianship case. The A case also involves claims and counterclaims based on facts and issues
21 this Court has never addressed, most of which occurred before a guardianship was sought.
22

23 Fourth, it is ironic that Kimberly requested the ability to file an A case in front of a
24 different judge, she then obtained permission from the guardianship court in order to file that A
25 case, she then actually did file that A case, and now 6 months later she wants to bring that A
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¹ See Transcript, Jan. 14, 2020, 24:21-25:12

1 case into the guardianship case. Kimberly chose to take these steps, and she should not be
2 permitted now to revise those multiple choices and choose an alternative path.

3 Finally, this Court does not have a courtroom sufficiently large or equipped to handle a
4 jury trial, which could result in significant delay for the A case.

5 Kimberly would have the Court believe the guardianship case and A case are essentially
6 identical and can easily be consolidated with significant savings in time and money, but that is
7 not true. In the end, Kimberly's Motion appears to amount to nothing more than forum shopping
8 and should be denied.
9

10 **Statement of Facts.**

11 As the Court can decipher from the claims and counterclaims in the A case, its focus
12 and the individuals involved are quite different from the guardianship case. It involves claims
13 based on events that occurred before the guardianship and individuals who are not parties to the
14 guardianship case.
15

16 Many of the alleged facts Kimberly includes in her Motion are incorrect. Here are some
17 corrections of the misstatements pertinent to this Motion.

- 18 • According to Kimberly, the defendants in the A case ("Defendants") stalled for over
19 three months. In reality, the court's order denying the Defendants' motion to dismiss
20 was entered on June 22, 2020, and the Defendants filed their answer and counterclaims
21 the same day. Any delay in the entry of the order was not due to Gerry's delay but to the
22 court and/or opposing counsel, possibly due to COVID-19.
- 23 • Kimberly states the Defendants' counterclaim for abuse of process alleges that "the
24 guardianship was 'blatantly false.'" In reality, the abuse-of-process claim focuses on
25 Kimberly's abusive actions, extend beyond the guardianship case, never claim the
26 guardianship Court's actions were abusive, and never claim the guardianship case was
27
28

1 “blatantly false” (whatever that might mean). The claim alleges that “Kimberly abused
2 process by repeatedly making blatantly false statements in multiple pleadings in the
3 POA Case, the Eviction Case, and the Guardianship Case.”² The Defendants also allege
4 Kimberly abused process by filing two lis pendens improperly.³

- 5 • Kimberly uses words like “unwarranted,” “frivolous,” “haphazard,” and “deficient” to
6 describe the Defendants’ counterclaims, but they are anything but frivolous. Indeed,
7 Kimberly did not even attempt to file a motion to dismiss the counterclaims because
8 they easily survive that threshold. The counterclaims are moving forward to discovery
9 and eventually for the judge or jury to determine their validity, just like the guardian’s
10 claims which are far from proven.
- 11 • Kimberly states the Defendants’ counterclaims are against June’s guardian, which is
12 misleading. One counterclaim is against Kimberly as June’s guardian (quiet title), but
13 all the third-party claims are against Kimberly as an individual (not as guardian) and her
14 boyfriend Dean Loggans.
- 15 • Kimberly says “both cases involve parties who have appeared in the guardianship case,
16 namely, Rodney Yeoman, Richard Powell, and Kandi Powell.”⁴ This statement is
17 clearly wrong as the Powells have never appeared in the guardianship case. In reality,
18 the A case involves four parties who are not parties to the guardianship case—Kimberly
19 as an individual, Dean Loggans, Dick Powell, and Kandi Powell.

27 ² Ex. 2, at 9, ¶ 46.

28 ³ *Id.* at ¶¶ 44-45.

⁴ Mot., at 4:19-21.

1 **Legal Standards.**

2 NRCP 42(a) allows the Court, if it chooses, to consolidate actions if they “involve a
3 common question of law or fact.” The Court has “broad, but not unfettered, discretion in
4 ordering consolidation.” *Nalder v. Eighth Judicial Dist. Court in & for Cty. of Clark*, 136 Nev.
5 Adv. Op. 24, 462 P.3d 677, 684 (2020).

6 **This Court May Not Have Jurisdiction to Resolve the Claims in the A Case.**

7
8 One of the central questions in the A case is whether June had mental capacity when she
9 chose to sell the Kraft House to Dick and Kandi Powell. As Kimberly argues in the Motion,
10 “[t]he entire point” of the A case was to obtain relief for civil wrongs June allegedly suffered
11 “while she lacked mental capacity.”⁵ However, this Court has specifically stated it doesn’t have
12 jurisdiction to determine whether June was competent at the time of the sale of the Kraft House:

13 I don’t even know that that falls under the guardianship, my jurisdiction to make
14 a determination if she was competent at that time to make those transactions. So
15 that certainly never came out of my mouth, and that certainly was not a part of
16 what I asked the investigators to take a look at. *** I have no jurisdiction to do
that.⁶

17 Although family division courts have authority to address other matters related to cases
18 within its jurisdiction, it should only do so in rare situations and this is not one of those situations.
19 The family court division has exclusive jurisdiction of guardianship matters, *see Matter of*
20 *Guardianship of T.T.H.*, 421 P.3d 282 (Nev. 2018). Addressing other matters related to cases
21 within its jurisdiction should be an exception, not the norm. For instance, in *Landreth v. Malik*,
22 the Nevada Supreme Court determined the family division can “preside over a case improperly
23 filed or assigned to the family court division,” 127 Nev. 175, 186, 251 P.3d 163, 170 (2011), but
24 it noted that this occurrence would be rare:
25

26
27 ⁵ Mot. 4:34-27.

28 ⁶ Transcript, Jan. 14, 2020, 24:21-25:12

1 This issue is not likely to arise often because local rules serve to prevent litigants
2 from purposefully filing in family court when their claims have no arguable
3 relation to the proceedings set forth in NRS 3.223. *See* EDCR 1.60(h); WDFCR
4 37. Additionally, the chief judge has the authority to reassign cases incorrectly
5 filed in the family court division to a more appropriate venue. *See* EDCR
6 1.60; *see also* WDCR 2; NRS 3.025.

7 *Id.* at n.6 (*see also* Gianelloni, Charles, “Summary of Landreth v. Malik, 127 Nev. Adv. Op. No.
8 16” (2011). Nevada Supreme Court Summaries. Paper 270.
9 <http://scholars.law.unlv.edu/nvscs/270> (“the majority was quick to note that this would be rare –
10 only in situations where a case was mis-assigned to family court would this likely occur”).

11 The guardianship law contemplates that certain actions related to guardianship should
12 still be filed in a separate civil court. NRS 159.095 instructs guardians to represent a protected
13 person in all actions to which the protected person is a party and requires the guardian to notify
14 the guardianship court of the final resolution. That statute does not require all such actions to be
15 consolidated into the guardianship action. Also, NRS 159.111(1) allows a claimant to file a
16 petition for approval of a rejected claim against the protected person in the guardianship court or
17 commence a separate action or suit on the rejected claim. These procedures and requirements
18 would not make sense if a guardian were able to consolidate a regular civil case with a
19 guardianship case. Further, this matter is not a rare case in which consolidation is appropriate or
20 makes sense.

21 **Consolidating the Cases Will Not Save Time or Money Because No Redundancy Exists.**

22 There is little to no redundancy or duplication between the two cases that would result in
23 a savings of time or money, and Kimberly has not identified any. Kimberly argues the A case
24 focuses on June and is based on the same set of facts. While June is clearly the focus of the
25 guardianship case and her interests are a central part of the A case, only one counterclaim in the
26 A case is against Kimberly as guardian of the estate (quiet title). All the other counterclaims are
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28

1 against Kimberly and Dean as individuals, and two of the counterclaimants are Dick and Kandi
2 who are not parties to the guardianship.

3 Most of the claims in the A case, and the events arising from them, are not directly related
4 to the guardianship case. In contrast to the guardianship case, which focuses on June's welfare
5 from the time the petition for guardianship was filed, the claims and counterclaims in the A case
6 focus on some events that occurred long before the petition for guardianship. For instance, the
7 sale of the Kraft House occurred about 20 months before the guardianship case began.
8

9 The A case focuses on issues about which this Court has not received evidence or made
10 factual determinations. For instance, the Court has not received evidence regarding Kimberly's
11 alleged powers of attorney and has not received evidence or made a determination regarding the
12 sale of the Kraft House. The investigator's report played no role in the Court's decision because
13 it was filed long after Kimberly became guardian. The counterclaims focus on other facts about
14 which this Court has made no determination, such as June's kidnapping, Gerry's loss of
15 companionship with his wife June, and the actions of Kimberly and Dean in regard to the Kraft
16 House. While all of these events are related to some degree, the guardianship court has not
17 addressed them and, thus, there would be little to no benefit in savings of time or money from
18 consolidation.
19

20 Contrary to Kimberly's assertion, consolidation will not avoid redundant motions
21 because there is little to no overlap between the cases. The major decisions in the guardianship
22 case have been decided—all that remains is the ongoing administration of the guardianship. In
23 contrast, the A case is just beginning. As a result, there will be few, if any, redundant motions
24 between the two cases because their aims and posture are different, and nothing new has occurred
25 since Kimberly chose to file the A case that would change this fact.
26

27 Consolidation also would not save any time or money in regard to discovery because no
28 discovery has occurred in the guardianship case, and the Court did not hold an evidentiary

1 hearing. Although the parties have shared a few documents with each other and the investigator
2 in the guardianship case, those are only the tip of the iceberg as to what testimony and evidence
3 will be involved in the A case, as evidenced by the guardian's initial production of more than
4 2,300 documents in the A case, almost none of which have been disclosed in connection with
5 the guardianship. Moreover, as the Court has said, "[w]orking with the investigator to give her
6 documents isn't discovery" and her report to the Court is "not recommendations to me" and "I
7 don't adopt her factual findings."⁷ In other words, very little actual, verifiable evidence exists as
8 a result of the guardianship case; thus, discovery in the A case will duplicate little to nothing in
9 the guardianship case.
10

11 Kimberly argues that consolidation is necessary because one of her claims involves a
12 guardianship statute, but her other claims involve non-guardianship statutes and it was her choice
13 to seek redress through the A case rather than through this Court.
14

15 Consolidation of these two cases will likely result in little to no savings in time or money.

16 **Several Other Factors Weigh Against Consolidation.**

17 The parties and issues in the two cases are different. Contrary to Kimberly's assertion,
18 Dick and Kandi Powell are not parties to the guardianship case. In addition, Dean Loggans and
19 Kimberly (as an individual) are parties to the A case but not the guardianship case. Kimberly
20 also argues that with the counterclaims in the A case Gerry, Dick, and Kandi are attempting to
21 relitigate issues from the guardianship case. As described above, this argument fails because
22 none of the issues in the A case have been litigated. This Court has made no findings of fact or
23 conclusions of law regarding ownership of the Kraft House, June's kidnapping, Kimberly and
24 Dean's legal right to occupy the Kraft House and their destruction of June and Gerry's marital
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⁷ January 14, 2020 transcript 8:21 to 10:2.

1 relationship, or whether Kimberly has abused the legal process in this case or others. If it had,
2 then there would likely be no need for the A case.

3 Kimberly also argues the counterclaims are a “collateral attack on this Court’s prior
4 decisions,” which is anything but true. The counterclaims have nothing to do with this Court’s
5 actions and everything to do with Kimberly’s and Dean’s harmful actions against Gerry, Dick,
6 and Kandi, almost all of which occurred prior to the guardianship even being filed. For instance,
7 they forcefully took June from Gerry without any legal authority and impeded their marital
8 relationship. They interfered with the legal and valid sale of the Kraft House done with June’s
9 informed consent and occupied the house against the owners’ wishes. The abuse-of-process
10 claim alleges that Kimberly improperly issued a lis pendens in this case and in the other case
11 involving powers of attorney and alleges she has made false statements in this case and others.
12 The counterclaims focus on Kimberly and Dean and how their improper actions have harmed
13 the Defendants.
14

15
16 Kimberly argues that the counsel in both cases are the same, which is true now, but,
17 presumably, Dean Loggans will have his own counsel as Marquis Aurbach Coffing appears not
18 to be representing him in the A case.

19 Finally, two practical considerations make consolidation difficult, if not impossible.
20 First, this Court’s courtroom is not sufficiently large or equipped to handle a jury trial, which
21 could result in significant delay to the A case. Second, this Court has special jurisdiction over
22 guardianship cases with expertise in this area, and given its large docket of these cases it may
23 not make sense for the Court to expend its resources on an A case.
24

25 ///

26 ///

27 ///

1 **Conclusion.**

2 Kimberly would have the Court believe the guardianship case and A case are essentially
3 identical and can easily be consolidated with significant savings in time and money, but that is
4 not true. The parties and issues in the two cases are different and little to nothing from the
5 guardianship case would aid in completing the A case. In the end, Kimberly's Motion appears
6 to amount to nothing more than forum shopping and should be denied.
7

8 Dated this 13th day of July, 2020.

9 GHANDI DEETER BLACKHAM

10 /s/ Laura A. Deeter

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CERTIFICATE OF SERVICE

That on the 13th day of July, 2020, I deposited in the Post Office at Las Vegas, Nevada, a copy of the within OPPOSITION TO MOTION TO CONSOLIDATE, enclosed in a sealed envelope, upon which postage was fully prepaid, and addressed as follows, and pursuant to EDCR 8.05(a) and 8.05(f) and Rule 9 of N.E.F.C.R., caused an electronic copy to be served via Odyssey to the email addresses noted below:

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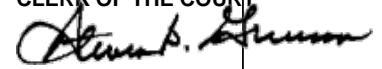
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**EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA**

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

KATHLEEN JUNE JONES,
Adult Protected Person.

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

Date: August 12, 2020
Time: 9:30 a.m.

**OPPOSITION TO KIMBERLY JONES'S MOTION FOR ORDER QUIETING TITLE,
DIRECTING EXECUTION OF DEED, AND/OR IN THE ALTERNATIVE PETITION
FOR INSTRUCTION AND ADVICE**

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

1 Motion for Order Quieting Title, Directing Execution of Deed, and/or in the Alternative Petition
2 for Instruction and Advice.

3 **Introduction.**

4 Kimberly's Motion seeks relief this Court cannot grant within this proceeding. The
5 Court must afford Gerry due process before eliminating any interest he has in the Anaheim
6 property, which requires a legitimate litigation process, including discovery. Filing a simple
7 summary motion within this case is insufficient. Gerry should have a meaningful opportunity
8 to produce and examine evidence and witnesses, especially given that Kimberly's allegations
9 are almost entirely unsupported or false.
10

11 Gerry has never stated he has no interest in the Anaheim property. Until this Motion, he
12 has never had a reason to consider whether or not he does, which is why a fair and complete
13 process is required to protect his due process rights. Kimberly has not provided sufficient
14 evidence to show Gerry does not have an interest in the property and, in fact, she has no way of
15 doing so without conducting discovery.
16

17 Kimberly should be required to file a formal action to ensure Gerry's due process rights
18 are protected, as has been done in the A case with the Kraft House—a quick summary
19 proceeding within this matter is insufficient to declare Gerry has no interest in the Anaheim
20 property.
21

22 **Statement of Facts.**

23 Many of the alleged facts Kimberly includes in her Motion are either incorrect or not
24 supported by evidence. For example, Kimberly states that Gerry is following his counsel's
25 advice by choosing not to sign the spousal deed, but the email from Ty Kehoe attached to the
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1 Motion clearly contradicts this assertion: “Gerry wants to make clear that he decided on his own
2 that he will not sign the spousal deed. He has his own reasons.”¹

3 Kimberly’s alleged timeline involving the request to sign the spousal deed is also
4 incorrect. Gerry responded in a timely manner to Kimberly’s request to sign the spousal deed
5 and communicated regularly about it. Kimberly says her counsel asked Mr. Kehoe on June 22
6 if Gerry was going to sign the spousal deed and that he received no response until June 24. The
7 truth is Mr. Kehoe responded on June 23 and told Mr. Beckstrom he would respond “in the next
8 couple days.”² Mr. Kehoe also noted that Mr. Beckstrom’s demands were unreasonable given
9 he had failed to produce required medical records for 7 months.³ Mr. Kehoe responded on June
10 24 and explained Gerry decided on his own not to sign the spousal deed, and explained other
11 reasons why it would not make sense for Gerry to sign the spousal deed.⁴ In that response, he
12 noted that Mr. Beckstrom began demanding that Gerry sign the spousal deed even before the
13 order regarding the Petition to Refinance was entered.⁵

14
15
16 Kimberly also makes the following assertions which are not supported by evidence:

- 17 • She says June funded the Anaheim property from rental proceeds and her “separate
18 property social security” [sic],⁶ but provides no evidence of this assertion;
- 19 • She says June’s husband died 20 years ago and left her sole owner of property, but the
20 deed in Exhibit 1 to the Motion does not mention joint tenancy; instead, it appears to
21 create a tenancy in common;
- 22
- 23
- 24

25
26 ¹ Mot., Ex. 4, at 1.

27 ² *Id.*, at 3.

28 ³ *Id.*

⁴ *Id.*, at 1-2.

⁵ *Id.*, at 1, ¶ 6.

⁶ Mot., at 2:14.

- She says the mortgage was solely in June's name and that June has always paid the mortgage from her separate property,⁷ but she does not provide any evidence of this assertion;
- She claims that Gerry has no interest in the property but provides no definitive evidence to show he does not have an interest.

Kimberly's Request to Quiet Title Is Improper and Should Not Be Granted.

The Court must afford Gerry due process before eliminating any interest he has in the Anaheim property. Asking the Court to quiet title requires the filing of an actual A case with a legitimate litigation process including discovery and the ability to examine and cross-examine witnesses. Quiet title is a specific "claim" or "action," NRS 40.010; *Shadow Wood HOA v. N.Y. Cmty. Bancorp.*, 132 Nev. 49, 58, 366 P.3d 1105, 1111 (2016), and, thus, filing a simple summary motion within a guardianship case is insufficient, as Kimberly is attempting here. In addition, as the real property is located in California, this court does not have jurisdiction to adjudicate ownership rights. If a quiet title action is needed, it must be filed in California where the real property is located. Both parties should have a meaningful opportunity to produce and examine evidence and witnesses and the trier of fact will be able to decide who has a right to the property and who does not.

At this point, no one knows for certain whether Gerry has an interest in the Anaheim property, which is why a fair and complete process is required before determining Gerry has no interest in it. Gerry has no doubt that if he signs the deed, it will be used against him in the future to argue that he has waived all possible interest. While Kimberly argues that title should be quieted in favor of June because Gerry has never raised a claim to the property in the guardianship case, he has had no reason to do so in the guardianship case. Thus far, Gerry has

⁷ *Id.*, at 4:24.

1 never had a need to assert a claim to the property, and nothing has occurred that would cut off
2 his rights to assert a claim. As stated previously, he is not opposed generally to the petition to
3 refinance, just to releasing all interest he has in it. And, contrary to Kimberly’s emphasized
4 assertion⁸, he never referred to the property “as not being his” in his response to the petition.

5 **Kimberly Has Failed to Show Gerry Has no Interest in the Anaheim Property.**

6 Kimberly’s “evidence” is primarily statements by her counsel—she has not provided any
7 affidavit or verifiable documentary evidence to prove Gerry has no interest. She has not provided
8 an audit of all positive and negative payments related to the Anaheim property since June and
9 Gerry were married or any major repairs. The fact is that Gerry does not recall ten years’ worth
10 of financial transactions with his wife, and he had no reason to be concerned about those
11 transactions or to remember each and every one of them. Similarly, Kimberly and her counsel
12 are not able to make an absolute factual representation that Gerry has not taken sufficient action
13 to have a claim to the property. For this reason, the parties should have an opportunity to explore
14 pertinent records and other evidence before immediately declaring Gerry has no interest in the
15 property.
16

17
18 Kimberly argues that because Gerry signed a spousal deed for the Kraft House somehow
19 this is evidence he has no interest in the Anaheim house and is acting in bad faith. The difference
20 between the Kraft House and the Anaheim property is clear: signing a spousal deed for the Kraft
21 House was not a release of an interest to June but a mutually beneficial decision for the marital
22 community, and consideration was provided for the transfer. In contrast, Kimberly now wants
23 Gerry to disclaim any personal interest in the Anaheim property without any opportunity to
24 determine Gerry’s contribution.
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⁸ *Id.*, at 5:4.

1 Kimberly alleges that Gerry told June in a phone call that he had “no problem signing
2 it.”⁹ Kimberly’s allegation is false, unsupported, and hearsay. She has provided no affidavit or
3 evidence to prove Gerry made this statement, whereas Gerry verifies he has made no such
4 statement to June. Kimberly also states that Gerry’s counsel “has confirmed that Yeoman cannot
5 identify a single transaction in the past ten years that could rise to the level of an imputed
6 transmutation of the Property.”¹⁰ The email to which she refers says nothing of the sort; rather,
7 it says the following: “Not even Gerry knows as he does not remember every financial
8 transaction for the past 10 years.”¹¹ Gerry and June lived as a husband wife, paid bills jointly,
9 and pooled their resources as most married couples do. It is not inconceivable that Gerry has
10 acquired a community interest in the property.
11

12 Kimberly’s factual allegations remain suspect throughout this guardianship process,
13 including in connection with the Anaheim property. For example, in Kimberly’s Opposition filed
14 on October 2, 2019, she states she has evidence that the Anaheim mortgage was refinanced in
15 2017, and infers that Dick and Gerry may have improperly accessed June’s equity in connection
16 with the Anaheim property¹²; however, her current Motion acknowledges the existing mortgage
17 on the Anaheim property was obtained in 2003.
18

19 There is also the irony that Kimberly is suing Gerry in the A case for bad faith and fraud
20 allegedly evidenced by Gerry signing a spousal deed in connection with the Kraft House, but
21 now she demands that Gerry sign a spousal deed for the Anaheim property and quickly disclaim
22 all interest in it. In addition, Gerry has asserted claims against June’s estate in the A case; thus,
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27 ⁹ *Id.*, at 5:14.

28 ¹⁰ *Id.*, at 6:10.

¹¹ Mot., Ex. 4, at 1.

¹² Opposition October 2, 2019, ¶ 20 at 8:23-9:1.

1 it would be highly unreasonable for him to summarily be stripped of any possible interest in the
2 primary asset of June's Estate.

3 As the Court can see, Kimberly's Motion is based almost completely on unsupported
4 assertions and false statements. Gerry has never said he has no interest in the Anaheim property.
5 He deserves an opportunity through discovery to determine his interest through a full and fair
6 process, which cannot be accomplished through a summary proceeding within this guardianship
7 matter. Kimberly should be required to file a formal action to ensure Gerry's due process rights
8 are protected.
9

10 **Kimberly Signing Documents.**

11 Gerry does not oppose authorizing Kimberly to sign documents for the refinance;
12 however, she cannot be authorized to sign documents on behalf of Gerry, and the Court should
13 not authorize Kimberly to sign anything that would disclaim Gerry's interest in the property
14 because the Court cannot give her authority to do that.
15

16 **Instruction and Advice.**

17 While Gerry appreciates that there may be a need for the Court to issue instructions
18 regarding this matter, Kimberly is again playing fast and loose with the rules. NRS 159.169(3)
19 requires the court to issue citation ("shall issue") to an interested person who may be adversely
20 affected, and to serve it at least 20 days before hearing on petition. A citation has not been issued.
21

22 No solutions have been offered as to instructions aside from making Gerry waive any
23 and all interest in the Anaheim property. Even if the Court is to issue instructions, it is unclear
24 what the binding effect of those instructions will be under California law, or what jurisdiction a
25 Nevada court has over California real property. If Kimberly were attempting to sell the real
26 property in California a California conservatorship is required. It is currently unknown if
27 Kimberly has confirmed that the title company will even accept the Nevada guardianship.
28

Conclusion.

The Court should deny Kimberly's Motion because a simple summary motion within this case is insufficient to quiet title. If Kimberly wants to proceed with her action to quiet title, then she should be required to pursue it through regular and appropriate channels as she is doing with the Kraft House. Even if a quick summary proceeding were sufficient, Kimberly has not presented evidence to show Gerry has no interest in the Anaheim property. Gerry deserves due process before any interest he does have is extinguished. Gerry does not oppose Kimberly's request to sign documents for the refinance, but his potential interest in the Anaheim home cannot be blatantly disregarded, and Kimberly cannot be authorized to sign documents on behalf of Gerry.

Dated this 20th day of July, 2020.

GHANDI DEETER BLACKHAM

/s/ Laura A. Deeter

Laura A. Deeter, Esq.

VERIFICATION

I, Ronald Gerald Yeoman , I am the respondent herein; that I have read the foregoing OPPOSITION TO KIMBERLY JONES'S MOTION FOR ORDER QUIETING TITLE, DIRECTING EXECUTION OF DEED, AND/OR IN THE ALTERNATIVE PETITION FOR INSTRUCTION AND ADVICE, and know the contents thereof, and that the same is true of my own knowledge, except as to those matters therein stated on information and belief, and as to those matters, I believe them to be true.

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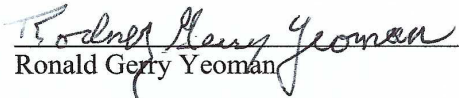
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Specifically, I state, I never told June I have no problem signing the spousal deed.

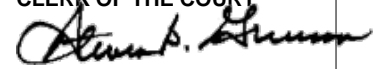
Specifically, I state, I decided on my own to not sign the spousal deed without any involvement of my counsel.

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

DATED this 17 day of July, 2020.



Ronald Gerry Yeoman



1 **Marquis Aurbach Coffing**
 2 Geraldine Tomich, Esq.
 3 Nevada Bar No. 8369
 4 James A. Beckstrom, Esq.
 5 Nevada Bar No. 14032
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 12 *Attorneys for Kimberly Jones*

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

10 In the Matter of the Guardianship of Estate of:

11 KATHLEEN JUNE JONES,

13 Protected Person.

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

Date of Hearing: August 12, 2020
 Time: 9:30 a.m.

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

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 Reply in Support of Motion
 19 for Order Quieting Title, Directing Execution of Deed, and/or in the Alternative Petition for
 20 Instruction and Advice. This Reply is based on the following Points and Authorities, the pleadings
 21 and papers on file herein, and any oral argument by counsel permitted at the hearing on this matter.

22 Dated this 22nd day of July, 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

MEMORANDUM OF POINTS OF AUTHORITIES

I. INTRODUCTION

Yeoman's Opposition is a stunning admission of his frivolous arguments and attempts to further harm the protected person. First, Yeoman admits the property at issue was not purchased by him. In fact, Yeoman's marriage to the protected person didn't even fall within three decades of the property being purchased. Second, Yeoman admits he has no knowledge as to whether he maintains an interest in the property and cannot even form a logical explanation that would provide him a tenable legal argument to suggest a transmutation of the protected person's property.

In doing so, Yeoman overlooks the fact that the property at issue is presumed the separate property of the protected person. With this presumption, it is not the protected person who is required to provide evidence of ownership, it is the party making a claim of transmutation. Yeoman also fails to acknowledge that both Nevada and California have adopted the Uniform Adult Guardianship and Protective Proceedings Jurisdiction ACT ("UADPPJ" or the "Act"). The Act provides this Court with in personam jurisdiction over the parties, as well as the ability to work concurrently with a conservatorship court in California to adopt or enforce any such orders.

Nonetheless, if Yeoman desires to continue to drag his wife through costly litigation to establish ownership to the property, the undersigned is prepared to file a lawsuit in California, should this Court deem that necessary. However, as stated in the underlying Motion, this Court, as the gatekeeper of reasonableness armed with the ultimate purpose of protecting the protected person must first (1) authorize such a lawsuit; and (2) admonish Yeoman and his counsel of the repercussions associated with needlessly increasing litigation costs.

II. LEGAL ARGUMENT

A. THIS COURT HAS JURISDICTION OVER YEOMAN AND CALIFORNIA RECOGNIZES SUCH ORDERS PURSUANT TO THE UNIFORM ADULT GUARDIANSHIP AND PROTECTIVE PROCEEDINGS JURISDICTION ACT.

Despite failing to set forth any good faith basis to suggest transmutation of the protected person's real property has occurred, Yeoman insists this Court do nothing while he ties up his wife's sole and separate property in litigation. To distract from his baseless claim, Yeoman insists

1 this Court doesn't have jurisdiction over the property, because its situs is in California. Yeoman in
2 making this assertion has fails to appreciate the broad reach of this Court's jurisdiction.

3 To the extent Yeoman attempts to argue this Court lacks in rem jurisdiction, he fails to
4 address the additional powers of this Court vested in its in personam jurisdiction over the parties.
5 California, like Nevada has adopted the Uniform Adult Guardianship and Protective Proceedings
6 Jurisdiction ACT ("UADPPJ" or the "Act"). NRS 159.1991. This Act provides this Court with the
7 ability to take various steps to ensure the protected person is taken care of. This includes
8 authorizing the Guardian to file a concurrent petition for guardianship (or conservatorship) in
9 another state, while retaining primary jurisdiction over the Guardianship. In addition, this Court
10 acting through its in personam jurisdiction over Yeoman and the protected person can issue
11 judgment that is enforceable in neighboring courts, including California.

12 Referring specifically to decisions by this Court in California, Cal. Prob. Code § 2013
13 recognizes in personam jurisdictional decisions made by neighboring guardianship courts. See also
14 Cal Prob. Code §§ 2011-2018. Section 2013 also allows for summary registration of foreign
15 guardianship or conservatorships in California. The instance of out of state guardianships wherein
16 the protected person owns real property located in California is statutorily carved out in Cal. Prob.
17 Code. § 1994, which provides the California courts special jurisdiction to deal with real personal
18 within the state.

19 Thus, this Court does have the ability to make decisions regarding a community interest in
20 the property. Upon entering such order, California would recognize and enforce any such order.
21 *Id.* To the extent the Court feels it is necessary to procure the assistance of California, both Nevada
22 law and California law support such a decision. Additionally, this Court also has the ability to
23 communicate with a court in California should it deem that necessary. NRS 159.1994.

24 **B. THE PRESUMPTION AS TO OWNERSHIP RESTS FIRMLY IN FAVOR**
25 **OF THE PROTECTED PERSON.**

26 The Guardian acted prudently in seeking judicial intervention on a non-sensical issue.
27 Yeoman in his usual fashion attempts to oppose each form of relief sought to further frustrate the
28 protected person's financial status. However, Yeoman's arguments regarding ownership require

1 little attention from this Court. As the Court has noted in the dispute over the dogs, where Yeoman
2 also raised frivolous ownership arguments—the presumption of separate property rests in favor of
3 the protected person by statute, subject to clear and convincing evidence the property was
4 transmuted. *See Sprenger v. Sprenger*, 110 Nev. 855, 858, 878 P.2d 284, 286 (1994).

5 Without an express declaration transmuting separate property, a community may only
6 acquire an interest in one spouse’s separate property if the community contributes to the purchase
7 price of the property. *Robison v. Robison*, 100 Nev. 668, 671, 691 P.2d, 451 (1984). To meet this
8 standard a spouse must prove: (1) there is a purchase money mortgage, and (2) the community
9 made payments on the purchase money mortgage. *See Verheyden v. Verheyden*, 104 Nev. 342,
10 344, 757 P.2d 1328 (1988). The Guardian has already provided evidence of the protected person’s
11 ownership of the property. A deed from 1987, reflecting the protected person’s ownership, along
12 with a copy of the deed of trust securing the mortgage on the property, which is also in the name
13 of the protected person.¹ In fact, the Guardian attempted to locate the original deed naming the
14 protected person as owner, but the deed was so old that it had to be special ordered. Despite this,
15 it is Yeoman, not the Guardian who is tasked with presenting evidence of transmutation of the
16 property.

17 Yeoman has raised a claim to the Property through vague assertions of his counsel that “he
18 may discover down the road” he has an interest in the Property. Vague assertions of ownership do
19 not pass muster under the law. Moreover, the Guardian has not sot a per se summary disposition
20 of this issue. Rather, the Guardian has brought this very important issue to the Court’s attention
21 and asked for guidance, whereby a vexatious party has made an unfounded claim to the property
22 in which the protected person desperately needs.

23 In doing so, the Guardian presented a variety of options to the Court, including a condensed
24 discovery schedule and briefing schedule. While Yeoman has asked for an ability to “cross-
25 examine” this request is largely based on his attorney having overindulged in watching too many
26 episodes of Matlock. To obtain the keys to a trial, or even an evidentiary hearing, one must at

27
28 ¹ Mtn. at Exhibits 1 and 2.

1 minimum set forth threshold evidence to create a triable issue of fact. *See e.g.*, NRCP 56. Legal
2 issues, such as ownership of property are routinely disposed of without such findings. In cases
3 where an attorney claiming his client somehow maintains an interest in property based on
4 transmutation, but cannot present a single fact or document supporting the argument—logic
5 dictates no triable issue of fact exists. As such, while this Court can certainly order discovery, it is
6 not bound to some non-existent standard that requires a trial to determine ownership to real
7 property. What is required is documentary evidence (or the lack of such evidence) taken in
8 conjunction with basic tenants of law in this state.

9 **III. CONCLUSION**

10 Pettiness is becoming the crux of Yeoman's oppositions in these proceedings and the
11 collateral proceedings. Having reviewed Yeoman's Opposition to the Guardian's underlying
12 Motion, the Court can see why the Guardian has sought to consolidate these proceedings with the
13 associated A-Case. Yeoman has presented not a single shred of evidence to remotely suggest he
14 maintains an interest in the property in California. This Court must fashion a remedy or instruction
15 to end this quickly.

16 Dated this 22nd day of July, 2020.

MARQUIS AURBACH COFFING

17 By /s/ James A. Beckstrom
18 Geraldine Tomich, Esq.
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20 James A. Beckstrom, Esq.
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22 10001 Park Run Drive
23 Las Vegas, Nevada 89145
24 *Attorneys for Kimberly Jones, as*
25 *Guardian of the Person and*
26 *Estate of Kathleen June Jones*
27
28

CERTIFICATE OF SERVICE

I hereby certify that the foregoing KIMBERLY JONES'S REPLY IN SUPPORT OF MOTION FOR ORDER QUIETING TITLE, DIRECTING EXECUTION OF DEED, AND/OR IN THE ALTERNATIVE PETITION FOR INSTRUCTION AND ADVICE was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 22nd day of July, 2020. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:²

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Matthew C. Piccolo, Esq.
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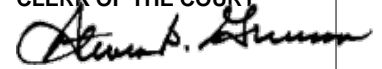
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/s/ Cheryl Becnel
An employee of Marquis Aurbach Coffing

² 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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**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of the Guardianship of Estate of:

KATHLEEN JUNE JONES,

Protected Person.

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

Plaintiffs,

v.

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

Defendants.

AND ALL RELATED CLAIMS.

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

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

REPLY IN SUPPORT OF MOTION TO CONSOLIDATE

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

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

4 Dated this 22nd day of July, 2020.

MARQUIS AURBACH COFFING

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

16 **MEMORANDUM OF POINTS AND AUTHORITIES**

17 **I. INTRODUCTION**

18 Consolidation is not only proper, but logical. This guardianship action was necessitated by
19 one thing—the protected person’s primary residence and separate property being deeded to her
20 husband’s family. In return, the protected person received not a penny. This transaction was
21 effectuated in secrecy, without legal counsel, and at the direction of those who claimed they were
22 caring for the best interest of the protected person.

23 When the protected person’s children discovered this abuse, a guardianship was sought to
24 remedy the abuse. This Court’s own appointed Guardianship Compliance Officer expressed the
25 following concerns to the Court, provided to the Court *verbatim*, as follows:¹

26 The Protected Person does not remember selling her home to Richard Powell or
27 Kandi Powell.

28 The estimated difference in the mortgage balance and the market value of the home
is approximately \$107,000.00.

Rodney Gerald Yeoman, Richard Powell, or Kandi Powell, did not inform
Kimberly Jones, the Power of Attorney, their plan to assume the Kraft home.

¹ Office of Financial Forensic Specialist Report dated March 13, 2020, attached as **Exhibit 1**.

1 The Protected Person is thought *to not have had the capacity to handle her financial*
2 *affairs*. The Guardian Kimberly Jones provided records that as early as January
2016, the Protected Person experienced cognitive memory issues.

3 Comparing the main concerns of the investigator's report to the causes of action at issue in
4 the A-Case, there is no tenable argument to suggest the facts, circumstances, parties, and relief
5 sought flow from the same nexus of events. Each of the claims brought within the A-Case by the
6 guardian bear roots to this Guardianship. For clarity and because Mr. Yeoman's Opposition is so
7 deceiving, the causes of action brought in the A-Case are provided for the Court to compare to the
8 explicit concerns of the Guardianship Compliance Officer. They are as follows:

Cause of Action	Allegations
Return of Property of Protected Person Pursuant to NRS 159.305	Kraft Avenue Property and bank accounts taken from protected person and continued withholding of this property.
Conversion	Funds removed from the protect person's joint bank account when she was removed from the account by her husband and Richard Powell.
Fraudulent Inducement	Kraft Avenue Property transferred as a result of undue influence from a knowingly incompetent person.
Elder Abuse/ Breach of Fiduciary Duty	Transferred Kraft Avenue Property for knowingly deficient amount, whereby purchase price has not been tendered.
Recession of Instrument/ Quiet Title/ Declaratory Relief	Recession of deed for Kraft Avenue Property, as a result the transaction is void as a matter of law due to incompetence and undue influence.
Intentional Infliction of Emotional Distress	Defendants will not return the Kraft Avenue Property to the protected person, which has caused her to suffer physical distress.
Breach of Good Faith and Fair Dealing	Kraft Avenue Property was transferred and no money was exchanged to the benefit of the protected person.

22 In addition to these straightforward claims brought by the Guardian, Defendants have made
23 vexatious counterclaims that require expedient dismissal by this Court, as they have already been
24 argued ad nauseam to this Court. These include claims of granny napping, "trespassing" to the Kraft
25 Avenue Property, "loss of consortium" stemming from claimed interference between the protected
26 person and her husband, and "abuse of process" *stemming from pleadings in this case*. In totality,
27 this Court needs to grab a hold of the reigns of the guardianship case and A-Case and control what
28

1 is quickly becoming a goat rodeo. The protected person has undeniably been deprived of her
2 personal residence and once that is corrected, nearly every other cause of action at issue becomes
3 moot.

4 While Mr. Yeoman has opposed the Motion, his attempts to discredit the Guardian's efforts
5 to streamline and reduce costs in this case through consolidation are troubling. The intent and
6 purpose of guardianship court, as well as the driving force for moving for guardianship in this case
7 cannot be overlooked. The guardianship court is tasked with broad discretion in ensuring the
8 protected person is protected. In a case like this, where the protected person has minimal financial
9 resources and the guardianship court has been presented with evidence the protected person was
10 divested of over \$100,000, imminent action is necessary to shield the protected person from undue
11 expense and delay.

12 This Court recalls the numerous motions that have been filed by the Guardian to correct
13 Mr. Yeoman's unsavory and legally unsound arguments. This includes the (1) Motion to Return
14 Dogs of the Protected Person (which was opposed and later conceded by Mr. Yeoman); (2) Motion
15 for Protective Order (which was granted and resulted in sanctions on Mr. Yeoman's counsel; (3)
16 the Motion to Remove the Guardian (which yet a baseless appeal was filed); and (4) the most
17 recent motion to quiet title on a separate piece of real property the protected person has owned for
18 over three decades and which Mr. Yeoman has now attempted to feign an interest in.

19 Moreover, there is no legal argument to suggest this Court "may not" have jurisdiction to
20 resolve claims raised in the A-Case, as argued by Mr. Yeoman. Case law is clear that this Court
21 holds the same powers vested in those judicial officers presiding in non-family court divisions.
22 *Landreth v. Malik*, 127 Nev. 175, 180–81, 251 P.3d 163, 167 (2011). Accordingly, consolidation
23 is proper and the only avenue to fully safeguard the protected person.

24 **II. LEGAL ARGUMENT**

25 **A. MR. YEOMAN IS INCORRECT THAT THE COURT "MAY" NOT HAVE**
26 **JURISDICTION OVER OVERLAPPING CIVIL CLAIMS.**

27 First and foremost, this Court has the authority to preside over coinciding civil issues
28 spawning from this Guardianship. The Guardianship Court is a species of the Family Court

1 Division of the Eighth Judicial District. Authority is vested in the Family Court through NRS
2 3.223. The Nevada Supreme Court in *Landreth v. Malik*, 127 Nev. 175, 180–81, 251 P.3d 163,
3 167 (2011), has held that a district court judge sitting in the family court division does not lack the
4 power and authority to dispose of a case merely because it involved a subject matter outside the
5 scope of NRS 3.223. This matter was again litigated in *Matter of Guardianship of T.T.H.*, 421 P.3d
6 282 (Nev. 2018). There, the Court citing to *Landreth* and stated as follows:

7 In *Landreth*, we consider[ed] whether the Legislature has the constitutional
8 authority to limit the powers of a district court judge in the family court division of
9 a judicial district. We reasoned that although the Nevada Constitution granted the
10 Legislature the power to establish a family court division and specify its jurisdiction
11 that “*all judges in the family court division are district court judges with authority
to preside over matters outside the family court division’s jurisdiction.*” *Id.* We
12 therefore held “*that the district court judge sitting in family court did not lack the
power and authority to dispose of this case merely because it involved a subject
matter outside the scope of NRS 3.223.*” *Id.* at 177, 251 P.3d at 165.

12 *Id.* (Emphasis added).

13 Thus, the question of whether the Court has jurisdiction has already been answered in the
14 affirmative.

15 **B. GUARDIANSHIP LAW PLACES NO PROHIBITION ON**
16 **CONSOLIDATION.**

17 Statutes are drafted for a reason and Chapter 159 contains no prohibition on consolidation.
18 Indeed, consolidation has always been left to the discretion of the presiding judge, who is best
19 suited to make the determination of whether consolidation is appropriate. While Mr. Yeoman
20 attempts to parse words and infer non-existent intent in citing to NRS 159.093 and NRS 1519.111,
21 a review of these statutes provides on support to the argument, as neither statute references
22 consolidation, nor mandates the prosecution of an action outside the Guardianship Court.

23 Additionally, NRS 159 is the guiding principle of the division guardianship courts are
24 assigned to, this section does not set forth the exclusive jurisdiction of the presiding judge. For
25 instance, no plausible argument suggests this Court is not bound by the rules of civil procedure or
26 statutes existing in the district courts. This is especially true with a procedural issue such as
27 consolidation, which arises under the Nevada Rules of Civil Procedure. The only question at issue
28 in a consolidation motion, is whether the “actions involv[e] a common question of law or fact are

1 pending before the court” and whether consolidation may tend to avoid unnecessary costs or
2 delay.” NRCP 42(a). As stated below, this question can only be answered in the affirmative on
3 both prongs.

4 **C. COMMON ISSUES OF LAW AND FACT EXIST IN THE GUARDIANSHIP**
5 **CASE AND A-CASE, NONE WHICH CAN BE UNCOUPLED.**

6 Common issues of law and fact exist between the two cases in which consolidation is
7 sought. It is implausible how Mr. Yeoman could suggest to the contrary. Within the A-Case, a
8 cause of action pursuant to NRS 159.315 has been asserted and a motion to this Court will soon
9 follow. The plain text of NRS 159.305 and NRS 159.315 demonstrates the true overlap of issues
10 within the A-Case, as the statute provides the Court the ability to hear a petition for money or
11 property concealed or converted from the protected person. *See* NRS 159.305(1)(a). NRS 159.315
12 takes this one step further and imposes a statutory and evidentiary finding against the charged
13 party, whereby any decision in favor of the protected person is prima facie evidence to the asset
14 sought in any subsequent action. *Id.*

15 Here, undeniable evidence shows that at minimum the protected person transferred the
16 Kraft Avenue Property to Richard and Kandi Powell and never received a penny. Even if the Court
17 wanted to uphold this “transfer” money has and continues to be withheld from the protected person.
18 By statute, this Court must issue a ruling on this issue and the statutory result is a doubling of
19 damages, along with a prima facie threshold in any subsequent proceeding. The subsequent
20 proceeding is not limited by statute to any specific court, but only need to lay in the jurisdiction of
21 an enforceable judgment (*i.e.* this Court). Mr. Yeoman cannot plausibly suggest overlapping facts
22 do not exist as it applies to this cause of action, nor the quiet title cause of action, elder abuse cause
23 of action, or conversion cause of action. In fact, Mr. Yeoman is well aware that it was this property
24 transfer that sparked this guardianship and actually resulted in the imposition of the guardianship.

25 Additionally, overlapping facts and issue preclusion are present in this case and the recent
26 counterclaim and third-party claims filed in the A-Case, including but not limited to:

27 ///

28 ///

- The Guardian “forcibly took” the Protected Person prior to these proceedings and as a result “intentionally caused Yeoman emotional distress.”²
- The Guardian’s prior power of attorney over the Protected Person were “not valid.”³
- The Guardian of the Protected Person is “trespassing” as a result of her staying in the Kraft Avenue home that was wrongfully taken from the Protected Person for no compensation.⁴
- The Guardian has prevented the Protected Person from spending time with Yeoman.⁵
- The Guardian has “abused legal process” in the Guardianship case.⁶ This is the “abuse of process” cause of action brought against the current Guardian.
- The Guardian has withheld the Protected Person from Yeoman and Yeoman now sues for “loss of consortium.”⁷

With each of these issues placing the guardianship proceedings directly in focus, consolidation will save the time, expense, and resources of litigating these issues in front of a different judge, with no knowledge of the guardianship proceedings. Finally, the discovery in both cases will overlap. The cause of action under NRS 159.305, which will soon be filed before this Court will cover the same areas, witnesses, and documents as the claims in the A-Case. This includes bank statements already obtained through subpoenas in the guardianship case, real property transfer documents, and a review of the pleadings already filed in this case.⁸ Overlapping discovery means that redundant discovery disputes in front of two judges or conflicting decisions on discovery would be avoided.

² Counterclaim and Third-Party Claim at ¶¶ 31-38.

³ *Id.* at ¶¶ 28-29.

⁴ *Id.* at ¶¶ 29-35.

⁵ *Id.* at ¶¶ 37-40.

⁶ *Id.* at ¶¶ 44-48.

⁷ *Id.* at ¶¶ 92-103.

⁸ This is especially true based on the “abuse of process” cause of action filed by Yeoman and his counterparts, who assert these guardianship proceedings somehow constitute an abuse of process.

**D. THE REMAINDER OF MR. YEOMAN'S CONTENTIONS ARE
UNFOUNDED AND UNSOUND.**

Little attention needs be addressed to the unfounded arguments that this Court is not "equipped" to handle a jury trial. The same applies to the timing of any potential trial, as this Court is far better suited to accommodate the necessary evidentiary hearings and trial. This is especially true based on the current situation of the general civil courts in the Eighth Judicial District. The current trial schedule for judges with split criminal-civil dockets will be flooded with jury trials with criminal defendants who have invoked their speedy trial right, followed by preferential settings. The likely trial date should the A-Case proceed alone would likely at least two years away.

This Court has a number of resources at its disposal to handle a more expedient trial. First, many of the causes of action are issues of law that will be resolved through summary judgment motions, or like the NRS 159.305 cause of action, will be decided via an evidentiary hearing or dispositive motion. As for any equitable claim, such as unjust enrichment, no right to a jury trial exists for claims in equity.

III. CONCLUSION

Based on the foregoing, consolidation should be ordered.

Dated this 22nd day of July, 2020.

MARQUIS AURBACH COFFING

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing **REPLY IN SUPPORT OF MOTION TO CONSOLIDATE** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 22nd day of July, 2020. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:⁹

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⁹ 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).