

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

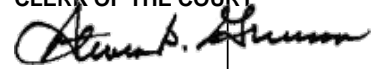
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**RESPONDENTS' APPENDIX
Volume 12 (Nos. 2039–2219)**

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

IN THE MATTER OF THE GUARDIANSHIP)
OF THE PERSON AND ESTATE OF:)
Kathleen June Jones,)
An Adult Protected Person.)

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

**OPPOSITION TO PETITION FOR PAYMENT OF GUARDIAN'S FEE AND
ATTORNEY FEES AND COSTS FILED MARCH 12, 2021
AND
REQUEST FOR CARE PLAN, COMPLETE AND UPDATED INVENTORY OR
ACCOUNTING, AND UPDATED BUDGET**

<input checked="" type="checkbox"/> NOTICES / SAFEGUARDS	<input checked="" type="checkbox"/> GENERAL GUARDIANSHIP
<input checked="" type="checkbox"/> Blocked Account	<input type="checkbox"/> Person
<input type="checkbox"/> Bond Posted	<input type="checkbox"/> Estate <input type="checkbox"/> Summary Admin.
<input type="checkbox"/> Public Guardian Bond	<input checked="" type="checkbox"/> Person and Estate

COMES NOW, Robyn Friedman and Donna Simmons (hereinafter "Robyn" and "Donna"), interested persons and former temporary guardians, by and through the law firm, Michaelson & Associates, Ltd., who respectfully submit to this Honorable Court this Opposition to Petition for Payment of Guardian's Fee and Attorney Fees and Costs ("Petition for Fees") that

1 the guardian, Kimberly Jones (“Kim” or the “Guardian”) filed on March 12, 2021; Request for the
2 Guardian to Provide a Care Plan, Complete and Updated Inventory or Accounting, and Updated
3 Budget; and represent the following to this Honorable Court:

4 **MEMORANDUM OF POINTS AND AUTHORITIES**

5 **I. INTRODUCTION**

6 1. Kim requests fees for herself and her attorney that are exorbitant and unrealistic.
7 The Petition for Fees was filed without an updated inventory and budget and without a detailed,
8 long-term care plan, all of which has been requested many times of the guardian by Petitioners in
9 writing and verbally. Kim provides minimal to no information for the Court to evaluate the
10 reasonableness of her requests—likely because the guardianship estate cannot afford to pay Kim’s
11 requests. The liquidity of the guardianship estate is well below the amount of fees requested. This
12 means that if the Court grants Kim’s Petition for Fees, then either: (i) the entire settlement from
13 the civil case will go to paying Kim and her attorney, or (ii) Ms. Jones will have to liquidate the
14 only substantial material asset she owns (the Anaheim property) to pay Kim and her attorney.
15 Moreover, Kim requests attorney fees for unsuccessful work such as opposing Robyn and Donna’s
16 requests for Kim to coordinate visits and communication (even though she bizarrely claims that
17 she is happily already doing this) and botching the prosecution of the civil case. Further, Kim and
18 her counsel severely undermined Ms. Jones’ civil case by (i) contending in this case that Ms. Jones
19 has capacity, (ii) failing to object to Ms. Jones’ court-appointed counsel having Ms. Jones direct
20 an appeal to the Nevada Supreme Court, (iii) having Ms. Jones sign refinance documents, and (iv)
21 having Ms. Jones personally sign a declaration in support of pleadings in the civil case, a matter
22 which the judge in that case found very relevant. Based on the lack of information, Kim’s
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1 misbehavior, Kim and her counsel's blunders, and no way for Ms. Jones to afford the fee requests,
2 this Court must deny the Petition for Fees in its entirety.

3 **II. STATEMENT OF RELEVANT FACTS**

4 **A. Kim Opposed Being Appointed Guardian.**

5 2. On September 23, 2019, this Court entered an order appointing Robyn and Donna
6 as temporary guardians of the person and estate of Kathleen Jones ("Ms. Jones" or the "Protected
7 Person"). Robyn and Donna had submitted a Forensic Psychiatric Evaluation, obtained with the
8 aid, assistance, and request of Kim, wherein Dr. Gregory Brown confirmed Ms. Jones' prior
9 diagnosis of dementia. Dr. Brown further opined that Ms. Jones lacked both testamentary capacity
10 and contractual capacity – that Ms. Jones would be unable to provide independent care for herself.
11 *See* Dr. Brown's Report attached to the September 19, 2019, Confidential Physician's Certificate
12 of Incapacity and Medical Records filed herein. Dr. Brown specifically noted that Ms. Jones had
13 profound memory loss even to the extent of not knowing the number of children and grandchildren,
14 her life-long profession and job, and the number of husbands she had over the course of her life.

15 3. Kim filed an Opposition to Robyn and Donna's Petition to be appointed as
16 temporary and general guardians for Ms. Jones. Kim took the position that a guardianship was not
17 needed and her status as Ms. Jones' attorney-in-fact was sufficient. *See* Kim's October 2, 2019,
18 Opposition to Ex Parte Petition for Appointment of Temporary and General Guardian of the Person
19 and Estate on file herein at p. 10:9-12:1. Though Kim also counter-petitioned in the alternative to
20 be the guardian, there were significant resources spent by all parties due to Kim's contention that
21 a guardianship was not necessary. The need for a guardianship in this matter was abundant and
22 has been demonstrated over and over again. In fact, in that very same hearing, counsel for Mr.
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1 Yeoman and Mr. Powell continued to challenge the validity of Ms. Jones' POA and the record is
2 clear that they ignored the POA with impunity to Ms. Jones detriment by, for example, denying
3 Kim access to June, cancelling June's medical appointments, taking June out of state over Kim's
4 and June's family's continuing objection, seeking to evict June and Kim from June's home,
5 refusing to provide information relating to medication and finances, and depriving June of her
6 dogs. Kim's flip flop to refusing to cooperate in the guardianship was extremely harmful to June,
7 cost everyone an extraordinary amount of time and money and simply did not make any sense.

8 **B. Kim Opposed and Still Opposes Assisting Ms. Jones with Visits and**
9 **Communication.**

10 4. Throughout this matter, Kim has routinely refused to assist Ms. Jones in
11 coordinating visits and communications with Ms. Jones' children. Ironically, the Petition for Fees
12 states that "Kimberly also arranges for enrichment activities and social outings." *See* Petition for
13 Fees at p. 3:18. The Petition for Fees includes examples such as helping Ms. Jones travel to
14 California and Arizona to see Donna and Ms. Jones' other daughter Teri. *Id.* at p. 3:19-20. The
15 Petition for Fees even states that Kim helps to arrange visits and FaceTime communications among
16 Ms. Jones and her family member, friends, co-workers, and grandchildren. *Id.* at p. 20-22. Notably,
17 there is no mention of any assistance Kim provides to schedule visits and communications between
18 Robyn and Ms. Jones.

19 5. The Petition for Fees falsely claims that Kim provides monthly visits between Ms.
20 Jones and Donna in California. That is not happening. What is happening is that Kim has provided
21 recent visits between Ms. Jones and Donna because the Court is heavily involved – some of those
22 visits are last minute and involve meeting Ms. Jones at a random highway exit for a brief visit with
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1 little or no prior notice that Kim and/or June were even in California. Moreover, Kim is only
2 willing to arrange visits for Ms. Jones to see Donna when Kim needs Donna to stay and watch Ms.
3 Jones while Kim does other work or otherwise has personal business to attend to that she does not
4 want to take Ms. Jones to. If Kim is bringing Ms. Jones to California once a month, it is not done
5 for the sole purpose of scheduling a visit with Donna.

6 6. Furthermore, the Petition for Fees says nothing about coordinating communication
7 and visits with Ms. Jones' son and several other family members – because it is not happening at
8 all. Kim's pleadings are extremely misleading and inaccurate.

9 7. Kim is not willingly coordinating visits for Ms. Jones to communicate and see
10 many members of her family. If she were, then Robyn and Donna would not have been forced to
11 expend significant time, money, and resources requesting that this Court order Kim to provide this
12 simple coordination. Instead, Robyn and Donna had to expend an ungodly amount of time, money
13 and effort trying to “meet and confer” or “just call June” as Kim and her counsel direct, only to
14 ultimately be forced to file a Petition for Communication and Visits that is currently pending before
15 this Court showing multiple examples of how Kim is not only refusing to coordinate visits and
16 communication, but also disrupting planned visits and communication.

17 8. The Petition for Communication and Visits lists several examples of how Kim has
18 weaponized her guardian position to preclude and disrupt visits and communication including:
19

- 20 a. Kim has taken a “just call mom” approach to Robyn and Donna's requests for Kim
21 to help coordinate visits and communication with Ms. Jones;
22 b. When she does assist Ms. Jones, Kim provides last minute opportunities to Donna
23 and Robyn that preclude Ms. Jones from having quality time with her daughters;
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- 1 c. Kim refuses to answer simple questions during phone calls and in text messages to
2 assist Robyn and Donna in planning visits with Ms. Jones (these are simply
3 questions such as “has mom been vaccinated” for the COVID-19 virus);
- 4 d. Kim ruined Donna’s trip to Las Vegas to see Ms. Jones by taking Ms. Jones to
5 Arizona without any notice to Donna before she traveled to Las Vegas, and after
6 confirming with Donna that she and June would be in Las Vegas;
- 7 e. Kim would not answer the door to the Kraft house shortly after Robyn took Ms.
8 Jones to let Ms. Jones back in to go to the bathroom;
- 9 f. Kim failed to inform Ms. Jones (and Ms. Jones’ other children except for Teri
10 Butler) that her husband died;
- 11 g. Kim took Ms. Jones to California multiple times, near Donna, without letting
12 Donna know ahead of time that they were there;
- 13 h. Kim yelled Robyn and her family out of Ms. Jones’ home; and
- 14 i. Kim made it extremely difficult for Robyn to spend any time with Ms. Jones during
15 recent holidays including Halloween and Christmas.

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17 9. To date, Robyn and Donna still struggle to get visits and communication from Ms.
18 Jones. It has gotten so bad that Robyn did not get a phone call from Ms. Jones on her birthday, nor
19 on Christmas, as has been Ms. Jones’ pattern for many, many years.

20 **C. Kim and Her Counsel Took Other Missteps in this Case.**

21 10. Upon information and belief, Kim allowed Ms. Jones to sign financial documents
22 on her own. Kim petitioned this Court for authorization to refinance the Anaheim property on Ms.
23 Jones’ behalf. The Court authorized the refinance. Upon information and belief, Kim had Ms.
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1 Jones sign the refinance documents. Kim did not sign the refinancing documents as Ms. Jones'
2 guardian when that is what should have taken place due to Ms. Jones' incapacity, and especially
3 in light of the specific dispute in this particular litigation regarding whether Ms. Jones could have
4 consented to the transfer of her property for far less than market value. Protected persons under
5 guardianship do not have contractual capacity.

6 11. Kim failed to object to Ms. Jones supposedly directing an appeal to the Nevada
7 Supreme Court on her own. Ms. Jones' counsel filed an appeal in this case to the Nevada Supreme
8 Court. Ms. Jones' counsel is having Ms. Jones direct that appeal contrary to Dr. Brown's report
9 that Ms. Jones lacks the ability to even remember the number of her own children. The appeal
10 should have been directed by Ms. Jones' guardian because Ms. Jones lacks capacity to direct a
11 complex appeal. Despite this, Kim and her counsel never objected to Ms. Jones allegedly directing
12 the appeal.

13 **D. The Failures of the Petition for Fees are a Repeat of Her Previous Failure to**
14 **Petition for Fees.**

15 12. Kim has a history of requesting guardian fees without providing necessary
16 information for the court to determine the reasonableness of the request. At the hearing held on
17 October 15, 2019, Kim asked for \$500 per day to be a caretaker for her mother. *See* Transcript of
18 October 15, 2019 Hearing. At that hearing, Kim stated that she would serve as guardian if there
19 were no fees granted her. *Id.* at 69-70. The Court stated that no fees would be awarded due to a
20 lack of information. *Id.* at 70, 74. The Court stated, "[R]ight now I can't order [fees] because I
21 don't have those things that come with a regular guardianship, right, the inventory, all of those
22 documents and those financials, I don't have." *Id.* at 74:21-24, 75:1-5.

D. Kim and Her Counsel Botched the Prosecution of the Civil Case.

13. Kim and her counsel prosecuted a civil case (the “civil case”) concerning the unlawful transfer of Ms. Jones’ ownership interest in the property located at 6277 Kraft Avenue, Las Vegas, Nevada 89130 (the “Kraft home”).

14. The civil case had a straightforward theory for recovery: The transfer of the Kraft home was subject to the statute of frauds. The transfer of the Kraft home was not in writing. Ms. Jones could not remember signing a deed or transferring the Kraft house. The defendants could not testify to the material terms of the agreement. At the time of the alleged transfer, Ms. Jones lacked contractual capacity and the defendants knew or should have known that Ms. Jones lacked contractual capacity. The defendants exploited Ms. Jones’ lack of capacity. Accordingly, the alleged transfer of Ms. Jones’ ownership interest in the Kraft home to the defendants was void.

15. Kim and her counsel did not retain any of the necessary expert witnesses for the civil case. Kim’s strategy required two experts: a medical expert to opine that Ms. Jones lacked contractual capacity (similar to Dr. Brown’s report in this case) and a damages expert to opine as to the total extent of money, equity, and income Ms. Jones lost because of the defense’s actions. Kim did not disclose any expert witnesses in the civil case.

16. Kim and her counsel decided to have Ms. Jones sign a declaration and attached the declaration to a motion for summary judgment. The declaration specifically stated that Ms. Jones did not remember signing a Deed, she did not transfer her residence to anybody, she learned about the alleged transfer from her daughters, and she was “competent to testify as to the facts stated herein.” *See* Ms. Jones’ declaration from the civil case attached as Exhibit 1 herein and

1 incorporated herein by reference. Ms. Jones signed the declaration under the penalty of perjury.

2 *Id.*

3 17. It is important to understand that expert testimony was needed to prevail on this
4 case due to Ms. Jones' very poor memory, lack of contractual capacity, and true inability to testify
5 at trial. However, rather than retaining the needed experts, Kim and her counsel made the very
6 poor decision to have Ms. Jones sign the declaration, under penalty of perjury, that directly
7 undermined the case by exposing Ms. Jones to cross-examination. This, in turn, forced Kim to
8 accept an undesirable settlement. Now Kim is requesting reimbursement from the guardianship
9 estate for the attorney's fees expended on this botched case. Ms. Jones should have retained full
10 possession of the Kraft house, and perhaps been ordered to pay back some funds to the defense for
11 payments the defense paid toward the mortgage. But that is not what Ms. Jones is receiving. If
12 Kim's Petition for Fees is granted, Ms. Jones will receive nothing. Of the \$169,937.52 amount
13 from the settlement, all of it and more will end up going to pay Kim and her counsel, leaving
14 nothing for Ms. June when she really should have full possession of the Kraft house at this moment.
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16 18. At the hearing on the Motion for Summary Judgment, the defense strongly
17 contended to have the opportunity to cross examine Ms. Jones at a deposition if she had capacity
18 to testify to the facts of the case. The court ordered the parties to submit supplemental briefing
19 concerning whether Ms. Jones should be deposed. The court never ruled on the issue because the
20 parties quickly reached a settlement agreement. Kim and her counsel had to settle. They knew Ms.
21 Jones did not have capacity to be cross-examined.

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1 22. The Petition for Fees does not discuss with detail any of Ms. Jones' assets,
2 disposable net income, or foreseeable expenses. In fact, the Petition for Fees relegates this entire
3 discussion to a single footnote that merely states, "June has at least \$20,000 available in her bank
4 account. So, the requested upfront payment [of \$10,000] would not deplete June's savings or create
5 an undue hardship." *See* Petition for Fees at p. 8, fn. 9.

6 23. First, Kim makes no effort to explain how Ms. Jones will be able to afford Kim's
7 requested future payment of guardianship fees. Second, Kim offers no plan for how Ms. Jones will
8 acquire "the additional liquidity" to pay Kim's proposed lump sum for past services. Third, Kim
9 offers no details for the Court to evaluate whether an immediate, upfront payment of 50% of Ms.
10 Jones' bank accounts to Kim will be an undue hardship. Fourth, as discussed further below, the
11 Petition for Fees makes no mention of prior attorney's fees advanced by Robyn for the civil case.
12 All of this information is necessary – including the budget, inventory, and detailed long-term care
13 plan – before the Court can even evaluate the reasonableness of Kim's request because the
14 Court's evaluation is based on what Ms. Jones can afford and not on what Kim needs or wants.
15 Unfortunately, Kim's Petition for Fees only discusses the later while largely ignoring the former.
16 Accordingly, the Petition for Fees must be rejected for failing to comply with NRS 159.183 until
17 Kim provides a current inventory, a detailed budget, and a reasonable long-term, detailed care
18 plan.
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20 **B. Kim's Request for Past Fees Should be Rejected Because the Guardianship**
21 **Estate Cannot Afford to Pay the Past Fees and Kim Previously Told the Court**
22 **She Would Be Guardian for Free.**

23 24. The Guardianship Estate cannot afford to pay the \$90,000 lump sum. Even without
24 an inventory and budget, there is enough information to know that Ms. Jones cannot afford to pay
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1 Kim \$90,000 for past services. The Petition for Fees concedes that Ms. Jones only has \$20,000
2 currently available in bank accounts. In Kim’s Petition for Approval to Refinance Real Property
3 of the Protected Person, Kim informed the Court that Ms. Jones’ monthly income consists of
4 \$1,500 from Social Security.¹ With her current circumstances, Ms. Jones will not make enough
5 income the rest of her life to pay off the \$90,000 lump sum.

6 25. Unspoken in the Petition for Fees, and what Kim is implicitly asking for, is the
7 Court’s approval for Kim to be paid the \$90,000 from the civil case settlement. That is the only
8 way that Ms. Jones can afford to pay the \$90,000. Kim knows this, but it appears that she does not
9 want to expressly bring it to the Court’s attention.

10 26. Moreover, Kim’s request for past fees should be offset by back-rent she owes to
11 Ms. Jones. Kim has been living rent-free in Ms. Jones’ home since June 2019. In a footnote in the
12 Petition for Fees, Kim states, “Kimberly is open to paying reasonable rent for the use of a room in
13 June’s home. Candidly, Kimberly was much more concerned with providing quality care for June
14 than the logistics of who should pay for what.” *See* Petition for Fees at p. 3, fn. 4. Kim falls short
15 of providing any calculation or analysis for a proposed plan of deducting back rent from her request
16 for fees. Even if this Court awards Kim the requested fees, Kim’s total fees should be reduced by
17 an amount equal to 22 months of back-rent and half of the utilities. Kim recently executed a
18 settlement agreement in the civil case agreeing to pay \$2,000 per month to Dick and Kandi Powell
19 as rent for the Kraft home. If Kim thought it was fair for Ms. Jones to pay to the Powells then it
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22 ¹ Kim’s recent Memorandum of Status also states that Ms. Jones has been receiving rental
23 income from the Anaheim property at \$2,500 per month. However, Kim had the lease for the
24 Anaheim property terminated to allow Ms. Jones to relocate to that property.

1 should be fair for Kim to pay Ms. Jones. Accordingly, that should be used to calculate the back-
2 rent owed by Kim to Ms. Jones.

3 27. When she was appointed guardian, Kim requested to be compensated \$500 per day
4 to be Ms. Jones' caregiver. At the October 19, 2019 hearing, Kim confirmed to the Court that she
5 would still agree to be Ms. Jones' guardian even if Ms. Jones' guardianship estate lacked funds to
6 pay guardian or caregiver fees. The Court denied Kim's request for fees and specifically stated
7 that the Court did not have enough information required to evaluate the request including the
8 inventory and financials.

9 28. At the time, Robyn and Donna were temporary guardians for Ms. Jones. They
10 agreed at the October 19, 2019 for Kim to become Ms. Jones' guardian partially because Kim
11 affirmed that she would agree to do so without getting paid. This was important to Robyn and
12 Donna because both were willing to be Ms. Jones' guardian free of charge to Ms. Jones. Had
13 Robyn and Donna known Kim would back-charge for fees, then Robyn and Donna would have
14 continued their pursuit to be appointed as general guardians.
15

16 29. Additionally, it is important to know that Kim forced Robyn and Ms. Jones to incur
17 unnecessary caregiver expenses while Robyn and Donna were the temporary guardians for Ms.
18 Jones. Kim refused to leave the Kraft home to allow Robyn to move in to provide care for Ms.
19 Jones and Kim also would not agree at the time that she would provide care for Ms. Jones.
20 Accordingly, Robyn was forced to pay for in-home caregivers while temporary guardian to ensure
21 that Ms. Jones received the care she requires.

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1 towards the mortgage and utilities without actually paying \$1,070. In other words, Kim continues
2 to live rent-free with Ms. Jones.

3 32. Kim's requested hourly rate for guardian services is excessive and unreasonable.
4 Kim requests to be paid \$100/hour for guardian services. She reasons that it is fair market value.
5 She quotes the hourly rates for professional private guardians such as Nevada Guardianship
6 Services and "BrightStart." Those professional private guardians are highly experienced and have
7 handled hundreds and likely thousands of guardianships in Nevada. *Moreover, they timely*
8 *complete their duties such as filing accurate accountings and they are professional about handling*
9 *visitation and communication among the protected person's family.* Kim's meager experience
10 comes nowhere close to what a private professional guardian could offer Ms. Jones. In fact, if Kim
11 wants to get paid like a highly experience private guardian while weaponizing her status as
12 guardian against Ms. Jones' family, then it would be far more reasonable and beneficial to Ms.
13 Jones to simply pay \$10 more per month for an actually *professional* guardian.

14 33. If Kim insists on her need to be compensated, then Robyn and Donna are prepared
15 to file a petition for her removal as guardian of Ms. Jones. Both Robyn and Donna are willing,
16 able, and capable of providing the same caregiver and guardian services to Ms. Jones for free.
17 Furthermore, they both have extra rooms in their own homes where Ms. Jones would be able to
18 live for free. There is absolutely no reason for Kim to be paid to this extent and drain Ms. Jones'
19 funds and assets when Ms. Jones has two daughters that are willing and able to provide the same
20 care and services free of charge to Ms. Jones.

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1 **D. Kim’s Bad Behavior as Guardian Should Preclude Her from Payment of Past**
2 **Guardian and Caregiver Fees.**

3 34. Kim has weaponized her position as guardian against family members that Kim
4 does not like. Robyn and Donna were forced to expend significant resources protecting Ms. Jones’
5 right to visit and communicate with her children. Those issues are still pending before this Court
6 as the Court has yet to rule on Robyn and Donna’s Petition for Communication and Visits.

7 35. The Petition for Communication and Visits lists several examples of how Kim has
8 weaponized her guardian position including:

- 9 a. Kim has taken a “just call mom” approach to Robyn and Donna’s requests for Kim
10 to help coordinate visits and communication with Ms. Jones;
- 11 b. When she does assist Ms. Jones, Kim provides last minute opportunities to Donna
12 and Robyn that preclude Ms. Jones from having quality time with her daughters;
- 13 c. Kim refuses to answer simple questions during phone calls and in text messages to
14 assist Robyn and Donna in planning visits with Ms. Jones (these are simply
15 questions such as “has mom been vaccinated” for the COVID-19 virus);
- 16 d. Kim ruined Donna’s trip to Las Vegas to see Ms. Jones by taking Ms. Jones to
17 Arizona without any notice to Donna before she traveled to Las Vegas, and after
18 confirming with Donna that she and June would be in Las Vegas;
- 19 e. Kim would not answer the door to the Kraft house shortly after Robyn took Ms.
20 Jones to let Ms. Jones back in to go to the bathroom;
- 21 f. Kim failed to inform Ms. Jones that her husband died;
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- g. Kim took Ms. Jones to California, near Donna, without letting Donna know ahead of time that they were there;
- h. Kim yelled Robyn and her family out of Ms. Jones' home; and
- i. Kim made it extremely difficult for Robyn to spend any time with Ms. Jones during recent holidays including Halloween and Christmas.

36. The Petition for Fees states that Kim is already coordinating visits and communication between Ms. Jones and her family. This is a direct contradiction to Kim's Opposition to the Petition for Communication and Visits wherein Kim asks this Court not to require Kim to coordinate Ms. Jones' social calendar and Ms. Jones can handle coordinating her own social calendar, visits, and communication! It is either: 1) entirely disingenuous for Kim to take credit for coordinating Ms. Jones' social calendar when she is requesting payment of fees; or 2) Kim is implicitly admitting that she weaponizes her position as guardian to preclude Ms. Jones from seeing and communicating with Robyn but wants to take credit for supposedly doing these things when it comes to getting paid. Either way, there is clear evidence that Kim requests payment of fees for her ongoing misbehavior.

37. Kim's inconsistent position concerning Ms. Jones' capacity created unnecessary problems in this guardianship case and the civil case. Kim repeatedly in this case failed to object Ms. Jones' counsel from allowing Ms. Jones to direct the legal battles in this case, and the appeal that is pending before the Nevada Supreme Court. Moreover, Kim has repeatedly stated to this Court that Ms. Jones has capacity to coordinate her own social calendar. Yet, Kim now states that she deserves payment because these legal battles and time spent coordinating Ms. Jones' social calendar are time-intensive and exhausting. *See* Petition for Fees at p. 4:4. Petitioners and the

1 Court have been advised by Kim and her attorney many, many times that all that is needed is for
2 people to simply “call June” to communicate and setup visitation. For Kim’s most recent
3 statements to be true, it must also be true that Ms. Jones actually does not have the capacity that
4 Kim claims Ms. Jones has in other pleadings in this case. If she had this capacity, then Ms. Jones
5 would understand and direct her own affairs; alleviating Kim of those burdens. Based on Kim’s
6 statement, it appears that is not the case. Kim should not be compensated for creating unnecessary
7 issues for Ms. Jones and hardship for so many in Ms. Jones’ family.

8 **IV. OPPOSITION TO ATTORNEY’S FEES AND COSTS**

9 **A. This Opposition is Timely Filed.**

10 38. The Petition for Fees implies that Robyn and Donna cannot oppose the Petition for
11 Fees now because they did not oppose counsel’s Notice of Intent to Seek Fees. *See* Petition for
12 Fees at p. 12:15-16. This is incorrect. Oppositions to fee petitions are timely when filed in
13 opposition to actual petitions for fees; not when the notice of intent to seek fees is filed.
14

15 **B. Petition for Fees Lacks Itemization.**

16 39. The Petition for Fees is statutorily required to include an “itemization of each task
17 performed by the attorney.” NRS 159.344(4)(b).

18 40. Kim attached an Exhibit 4 which purports to list each task her counsel completed
19 in this matter and the civil case. Exhibit 4 is not itemized as required. Accordingly, this Court
20 cannot award attorney’s fees as the request currently stands.

21 **C. The Petition for Fees Includes Block Billing.**

22 41. As a general rule, entries of block billing should be rejected. *Bell v. Vista Unified*
23 *School Dist.*, 98 Cal.Rptr.2d 263, 275 (Cal. App. Ct. 2000) (holding that court has discretion to
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1 “cast aside” block billing entries); *see also Welch v. Metro Life Ins. Co.*, 480 F.3d 942, 948 (9th
2 Cir. 2007) (holding that the district court has “authority to reduce hours that are billed in block
3 format[.]” because “block billing makes it more difficult to determine how much time was spent
4 on particular activities”).

5 42. The Petition for Fees includes blocked billing entries that total \$41,072.50. *See*
6 Exhibit 2 (All block-billed entries are highlighted in orange. If the copy is not in color, then the
7 block-billed entries are all entries where the “Amount” is highlighted.). The Petition for Fees does
8 not make reasonable efforts to allow the Court to evaluate the reasonableness of the time actually
9 spent per task. Accordingly, the Court should completely set aside the \$41,072.50.

10 **D. The Petition for Fees is Otherwise Statutorily Deficient.**

11 43. The Petition for Fees does not comply with NRS 159.344(4)(c) and precludes the
12 court from evaluating NRS 159.344(5)(h). NRS 159.344(4)(c) requires a petition for fees to
13 indicate “whether any time billed, including, without limitation, any time spent traveling or
14 waiting, benefitted any clients of the attorney other than the protected person and, if so, how many
15 other clients benefitted from such time.” NRS 159.344(5)(h) authorizes the Court to consider the
16 “appropriate apportionment among multiple clients of any billed time that benefitted multiple
17 clients of the attorney.”

18 44. First, Kim’s Exhibit 4 does not divide the tasks counsel spent on the guardianship
19 case from the tasks counsel purports to have spent on the civil case. Second, Kim’s counsel spent
20 time in the civil case defending Kim and her boyfriend individually. There is no discussion in the
21 Petition for Fees or indication in Exhibit 4 as to whether any fee entries benefitted Kim and her
22 boyfriend individually. Robyn and Donna are concerned that Kim may be seeking for the
23

1 guardianship estate to fund her and her boyfriend's individual defense in the civil case. Without
2 further information, this Court cannot reasonably evaluate Kim's request for fees.

3 **E. Petition Asks for Payment of Fees that Were Not Beneficial to the**
4 **Guardianship Estate.**

5 45. This Court may consider the factors of whether the services conferred any actual
6 benefit upon the protected person or attempted to advance the best interests of the protected person,
7 and whether the result of that work, including, without limitation, whether the attorney was
8 successful and any benefits that were derived. *See* NRS 159.344(5)(b) and (f).

9 **i. The Petition asks for Attorney's Fees Spent Opposing Guardian's Duty**
10 **to Provide Visits and Communications for Ms. Jones.**

11 46. Kim requests attorney's fees totaling \$4,144.50 for time he spent assisting Kim in
12 opposing or otherwise refusing to assist Ms. Jones in coordinating visits and communication with
13 her family. *See* Exhibit 2 (All relevant entries are highlighted in green. If the copy is not in color,
14 then the relevant entries are all entries where the "Description" is highlighted.).

15 47. Kim filed an opposition to Robyn and Donna's Petition for Communication and
16 Visits pending before this Court. She has repeatedly sought to preclude Robyn, Donna, and other
17 family members that she does not like from seeing or communicating with Ms. Jones. Kim's
18 ongoing obstructionist behavior in not coordinating Ms. Jones' visits and communications required
19 this Court to appoint an investigator and guardian ad litem. *See* Court's Order. Though the Court
20 has not adjudicated the Petition for Communication and Visits, Kim's counsel cannot claim to
21 have benefited Ms. Jones, advanced the best interests of Ms. Jones, or been successful in his
22 opposition efforts when the Court found enough merit to Robyn and Donna's Petition to appoint
23 an investigator and guardian ad litem. Accordingly, Kim's request for these fees totaling \$4,144.50
24

1 should be denied, especially in light of the past year of attempted “meet and confer” by Robyn and
2 Donna and their attorneys to try to resolve communication and visitation issues without the Courts
3 involvement.

4 **ii. The Petition asks for Attorney’s Fees Spent Botching the Prosecution**
5 **of the Civil Case.**

6 48. Kim requests a total of \$38,767.50 for attorney’s fees incurred prosecuting the civil
7 case. *See* Exhibit 2 (All relevant entries are highlighted in blue. If the copy is not in color, then
8 the relevant entries are all entries where the “Date” is highlighted.). For the reasons set forth
9 below, that request should be denied or otherwise extremely limited to fees incurred before Kim
10 began botching the prosecution of the civil case.

11 49. The civil case had a straightforward theory for recovery: The transfer of Ms. Jones’
12 home was subject to the statute of frauds. The purchase agreement of the home was not in writing.
13 Ms. Jones could not remember signing a Deed or transferring the Kraft house. The defendants
14 could not testify to the material terms of the agreement. At the time of the alleged transfer, Ms.
15 Jones lacked contractual capacity and the defendants knew or should have known that Ms. Jones
16 lacked contractual capacity. The defendants exploited Ms. Jones’ lack of capacity. Accordingly,
17 the alleged transfer of Ms. Jones’ ownership interest in her home to the defendants was void.

18 50. Kim and her counsel failed to retain the necessary expert witnesses in the civil case.
19 Instead of the declaration, Kim and her counsel should have retained a medical expert to complete
20 a report similar to the one completed by Dr. Brown in this case that Ms. Jones lacked contractual
21 capacity. Moreover, Kim and her counsel should have retained a damages expert to opine as to
22 the total extent of money, equity, and income Ms. Jones lost because of the defense’s actions.
23

1 Any competent damages expert would have been able to rebut the defense's contention that Ms.
2 Jones had been unjustly enriched by the defense paying off the mortgage on her home. Without
3 the experts, Kim and her counsel submitted a doom Motion for Summary Judgment that left
4 significant questions answered.

5 51. Contradicting the theory that Ms. Jones lacked capacity, Kim and her counsel
6 erroneously decided to have Ms. Jones sign a declaration and attached the declaration to a motion
7 for summary judgment. Incredibly, the declaration specifically stated that Ms. Jones was
8 "competent to testify as to the facts stated herein." *See* Exhibit 1. At the hearing on the Motion
9 for Summary Judgment, defense counsel latched onto Ms. Jones' declaration and strongly
10 contended that he should have the opportunity to cross examine Ms. Jones at a deposition. The
11 court ordered the parties to submit supplemental briefing concerning whether Ms. Jones should
12 be deposed. The court never ruled on the issue because the parties quickly reached a settlement
13 agreement that was very one-sided in favor of the defense. Kim was forced to settle; the very
14 declaration she and her counsel had Ms. Jones sign undermined their own case.
15

16 52. Moreover, Kim and her counsel took several steps in this matter that dramatically
17 and significantly undermined the main theory of the civil case. As stated above, the main theory
18 of the civil case required showing that Ms. Jones lacked capacity to transfer ownership of her
19 home. In this guardianship case, Kim and her counsel repeatedly stated to this Court that they
20 believed Ms. Jones could sufficiently take care of herself including planning and carrying out
21 plans for communication, visits, and vacation with her family. When Ms. Jones counsel filed an
22 appeal, Kim and her counsel did not object to Ms. Jones' counsel allegedly having Ms. Jones
23 direct the appeal without her guardian's involvement – even though the Petition for Fees states
24

1 that Ms. Jones is “unable to handle her own affairs, including medical, financial, and legal
2 decisions.” *See* Petition for Fees at p. 2:22-23. Further, upon information and belief, Kim and her
3 counsel had Ms. Jones sign the refinance documents for the Anaheim property when Ms. Jones
4 does not have contractual capacity; rather than Kim properly signing as Ms. Jones’ guardian. The
5 civil case defendants had a front-row seat to Kim’s contradictory positions and used this
6 advantage that Kim provided to them to Ms. Jones’ detriment.

7 53. When their blunders were laid bare before the court, Kim and her counsel quickly
8 entered into a defense-favored settlement agreement for a paltry \$169,937.52 that left Ms. Jones
9 homeless. Adding insult to injury, Kim and her counsel now effectively request (though not
10 explicitly written in their petition) that this Court award nearly the entire \$169,937.52 settlement
11 to Kim and her counsel – leaving Ms. Jones without the residence and without any benefit of the
12 settlement funds.

13 54. Kim and her counsel botched the prosecution of the civil case to Ms. Jones’
14 detriment. Therefore, Kim should not be awarded attorney’s fees for the blunder that left Ms. Jones
15 without full possession of the Kraft home that she should have at this moment.

16
17 **F. The Petition for Fees is Incomplete and Does not Include Fees Advanced by**
18 **Robyn for the Prosecution of the Civil Case.**

19 55. At the hearing on Kim’s Petition to Compromise, Mr. Beckstrom informed the
20 Court that his total fees were approximately \$130,000. Kim now only petitions for payment of
21 attorney’s fees totaling \$93,503.50 and costs totaling \$8,054.74. That is because the remaining
22 fees (totaling \$41,875.24) were advanced by Robyn and her husband to the guardian to start the
23 civil case. Mr. Beckstrom has repeatedly promised and confirmed to Robyn’s counsel that Robyn

1 would be reimbursed the advancement of the fees totaling \$41,875.24. These promises were made
2 as recent as discussing Kim's Petition to Compromise Property of the Protected Person. Yet, he
3 now conveniently omits all references to this out of the petition.

4 56. In other words, Kim and Mr. Beckstrom are implicitly asking this Court to authorize
5 distribution of the civil case settlement to them while leaving Robyn out of recouping the
6 \$41,875.24 she advanced to Kim and Mr. Beckstrom – that they both gladly accepted and used
7 towards obtaining the civil case settlement.

8 57. Notably, Robyn advanced the \$41,875.24 to fund the civil case before Kim began
9 botching the prosecution. Robyn and her husband advised Kim, her attorney and the Court that
10 they would fund the civil case litigation provided Kim kept the matter in civil court. Bizarrely,
11 Kim decided to seek to move the matter back to guardianship court – after petitioning successfully
12 to remove the matter to district court. As promised, funding by Robyn and her husband was
13 withdrawn. Without Robyn's oversight and funding, Kim and her counsel decided against paying
14 for vital experts and having Ms. Jones sign refinance documents and declarations that destroyed
15 the pillar of the civil case complaint.
16

17 58. If Kim is going to be reimbursed for attorney's fees, then Robyn must also be
18 reimbursed for her advancement in paying for those attorney's fees. It is shocking that Kim's and
19 her attorney's petition does not even mention or provide clarity on any of this to the Court. Robyn
20 and Donna ask that Kim's counsel provide the invoices and itemization of those fees to allow the
21 Court to consider and evaluate those fees.

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1 **V. ANY GUARDIAN’S FEES AND ATTORNEY’S FEES SHOULD BE PAID BY A**
2 **LIEN AGAINST THE ANAHEIM PROPERTY**

3 61. To protect Ms. Jones’ best interest, any award of fees to Kim should be in the form
4 of a lien to be recorded against the Anaheim and paid after Ms. Jones no longer needs that asset,
5 or to be paid from the proceeds of the sale of the Anaheim house only after Ms. Jones no longer
6 needs those proceeds for her care, maintenance, and support.

7 **VI. REQUEST FOR CARE PLAN, INVENTORY OR ACCOUNTING, AND BUDGET**

8 62. “Upon the filing of a petition for the appointment of a guardian, the court may
9 require a proposed guardian to file a proposed preliminary care plan and budget.” NRS 159.0445.

10 63. The Petition for Fees requests that Kim be paid \$21/hour for services performed as
11 a caregiver, with a self-imposed cap of 50 hours/week. Kim also purposes to perform guardian
12 services at \$100/hour, with a self-imposed cap of 5 hours/week. However, the Petition for Fees is
13 silent on what will happen with the other 115 hours of care Ms. Jones needs during the week. The
14 Petition for Fees is also silent as to how the guardianship estate can afford to pay her and her
15 counsel for the total fees requested in the present and the future.

16 64. There is no way for this Court to evaluate any of Kim’s fee requests without the
17 assistance of a long-term, detailed care plan and budget. Accordingly, Robyn and Donna request
18 that the Court require Kim to immediately provide a detailed care plan and budget. Robyn and
19 Donna directly with Kim and through their counsel have requested these items repeatedly from
20 Kim.
21

22 65. Moreover, Robyn possesses emails from Kim dated from 2011 and 2014 wherein
23 Kim and Robyn discussed internet materials that provided instructions on how to craft an inventory
24
25

1 and care plan. Form documents Kim can use directly or emulate are also provided at
2 <https://www.familylawselfhelpcenter.org/>. Accordingly, Kim cannot hide behind her false
3 statements that she simply does not know how to create these documents.

4 **VII. CONCLUSION**

5 Based on the foregoing, Robyn and Donna respectively request that the Court:

6 1. Order Kim to immediately file an updated budget, inventory or accounting, and
7 detailed, long-term care plan;

8 2. Deny Kim's request of \$90,000 for past guardian and caregiver fees for failing to
9 comply and provide information pursuant to NRS 159.183 or, alternatively, reduce the requested
10 amount by the total amount of reasonable rent and utilities for Kim's residence in Ms. Jones' home
11 since June 2019;

12 3. Deny Kim's request for future guardian and caregiver because the Petition for Fees
13 fails to address whether Ms. Jones can afford to pay Kim (instead focusing only on Kim) and
14 deprived this Court of necessary information to evaluate the request pursuant to NRS 159.183;
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4. Deny Kim's request for attorney's fees for the guardianship estate's inability to pay the fees or, alternatively, reduce Kim's request for attorney's fees for block billing entries and tasks that did not benefit Ms. Jones; and

5. Order such other and further relief as it deems appropriate.

DATED: March 26, 2021.

MICHAELSON & ASSOCIATES, LTD.

/s/ John P. Michaelson
John P. Michaelson, Esq.
Nevada Bar No. 7822
Ammon E. Francom, Esq.
Nevada Bar No. 14196
2200 Paseo Verde Parkway, Ste. 160
Henderson, Nevada 89052

CERTIFICATE OF SERVICE

Pursuant to NRCP 5 and NEFCR 9, the undersigned hereby certifies that on March 26, 2021, a copy of the foregoing **OPPOSITION TO PETITION FOR PAYMENT OF GUARDIAN'S FEE AND ATTORNEY FEES AND COSTS FILED MARCH 12, 2021 AND REQUEST FOR CARE PLAN, COMPLETE AND UPDATED INVENTORY OR ACCOUNTING, AND UPDATED BUDGET** was e-served and/or mailed by USPS regular mail, postage prepaid, in a sealed envelope in Henderson, Nevada to the following individuals and entities at the following addresses:

James Beckstrom jbeckstrom@maclaw.com	Maria L. Parra-Sandoval, Esq. mparra@lacsns.org
Cheryl Becnel cbecnel@maclaw.com	Alexa Reanos areanos@lacsns.org
David C Johnson dcj@johnsonlegal.com	<i>Counsel for Kathleen June Jones</i>
Geraldine Tomich gtomich@maclaw.com	
Jon Criss 804 Harksness Ln., Unit 3 Redondo Beach, CA 90278	
Elizabeth Brickfield DAWSON & LORDAHL PLLC ebrickfield@dlnevadalaw.com	Teri Butler 586 N. Magdalena Street Dewey, AZ 86327
<i>Guardian Ad Litem for Kathleen June Jones</i>	
Jen Adamo 14 Edgewater Drive Magnolia, DE 19962	Scott Simmons 1054 S. Verde Street Anaheim, CA 92805

1 2	Tiffany O'Neal 177 N. Singingwood Street, Unit 13 Orange, CA 92869	Courtney Simmons 765 Kimbark Avenue San Bernardino, CA 92407
3 4 5 6 7		LaChasity Carroll lcarroll@nvcourts.nv.gov Sonia Jones sjones@nvcourts.nv.gov Kate McCloskey NVGCO@nvcourts.nv.gov

MICHAELSON & ASSOCIATES, LTD.

/s/ Amber Pinnecker
Employee of Michaelson & Associates

EXHIBIT 1

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DECLARATION OF JUNE JONES

June Jones, declares as follows:

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

2. I have never agreed to transfer my personal residence to anyone. This residence is located at 6277 Kraft Avenue, Las Vegas, Nevada 89130.

3. I have no memory of signing a Deed transferring 6277 Kraft Avenue, Las Vegas, Nevada 89130 to Richard or Kandi Powell.

4. The first time I learned that I was no longer the owner of 6277 Kraft Avenue, Las Vegas, Nevada 89130, was when my daughters informed me sometime in 2019.

5. In or around September 7, 2019, my daughter Kimberly picked me up from Phoenix, Arizona and drove me back to Las Vegas, Nevada. Kimberly has never taken me anywhere without my permission.

6. I was previously married to Rodney Gerald Yeoman ("Gerry").

7. Gerry is dead.

8. During the time I knew Gerry, I have never been separated from him against my will.

9. I have never been falsely imprisoned by Kimberly or any other person during my lifetime.

10. I have never been withheld from Gerry during the time we were married.

11. Pursuant to NRS § 53.045, I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Dated this 11 day of November, 2020.

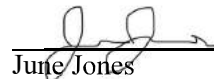

June Jones

EXHIBIT 2

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**MARQUIS AURBACH
COFFING**

ATTORNEYS AT LAW

10001 PARK RUN DRIVE
LAS VEGAS, NEVADA 89145
Telephone 702-382-0711
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Guardianship of Kathleen June Jones
Attn: Kimberly Jones
185443 Yorba Linda Blvd, #146
Yorba Linda, CA 92886

Invoice 362930 - 374829
February 25, 2021

ID: 15820-002 - GT

Re:Defend Guardianship Action

For Services Rendered Through February 25, 2021

Current Fees	88,746.00
Current Disbursements	7,756.54
Total Current Charges	96,502.54
Total Current Due	96,502.54

Total Due					96,502.54
Total	0.00	0.00	0.00	0.00	0.00

MARQUIS AURBACH COFFING P.C.

Guardianship of Kathleen June Jones
Re: Defend Guardianship Action
I.D. 15820-002 - GT

February 25, 2021
Invoice 362930 -
Page 2

Fees				
Date	Atty	Description	Hours	Amount
12/31/19	KAW	Prepare detailed letter outlining guardianship in Nevada, limits, and responsibilities.	0.80	196.00
01/15/20	JAB	Receive and analyze intent to seek compensation filed by Solomon.	0.20	55.00
01/15/20	JAB	Review and analyze Solomon's motion for disbursement of fees; discuss same with client.	0.40	110.00
01/31/20	JAB	Review redlines to stipulation and order on return of property; provide revised changes to same and submit to Parra Sandoval for review.	0.50	137.50
02/05/20	JAB	Review of various correspondence from Maria Parra Sandoval regarding guardianship and Kehoe's scope of discovery in guardianship action; discuss same with Mrs. Tomich.	0.70	192.50
02/05/20	JAB	Discuss retention of Hutchinson Stefan with Michelson and conflict; discuss same with Mrs. Tomich.	0.20	55.00
02/06/20	JAB	Draft motion for protective order regarding depositions and discovery outstanding; compile exhibits for same.	3.30	907.50
02/07/20	JAB	Receive and analyze response to guardians motion for fees filed by Michelson; discuss implications of same with client.	0.50	137.50
02/10/20	JAB	Continued conversations with Kimberly concerning petition for fees and status of case moving forward.	0.50	137.50
02/10/20	JAB	Receive and review guardianship minute order concerning vacating evidentiary hearing and reasoning relating to same; advise client and Michelson of same.	0.30	82.50
02/11/20	JAB	Receive and analyze protected person's objection to petition for payment of guardian's attorney's fees and costs; discuss same with client.	0.60	165.00
02/12/20	JAB	Review and analyze reply by Solomon concerning petition for fees.	0.30	82.50
02/13/20	JAB	Prepare for, travel to, and attend hearing on fees; discussion with Kimberly and Mrs. Tomich concerning same.	2.40	660.00
02/13/20	JAB	Review and analyze Michelson's motion for fees and costs; discuss conflict with client and steps moving forward.	0.70	192.50
02/14/20	JAB	Draft notice of intent to seek fees for guardianship action; discuss same with Michelson and Mrs. Tomich.	0.40	110.00
02/19/20	JAB	In office meeting with clients concerning petitions on fees and procedures applicable to same; telephone call with Parra-Sandoval over same.	0.80	220.00
02/20/20	JAB	Finalize notice of petition for fees and costs; circulate same to Michelson to approve and discuss via telephone.	0.70	192.50
02/21/20	JAB	Discussion with Michelson concerning notice of intent to seek fees and related issues; finalize and file notice of intent to seek fees.	0.50	137.50
02/21/20	JAB	Receive and review Solomon Dwiggin's supplemental brief to petition for payment of fees and costs and motion to reconsider.	0.40	110.00

MARQUIS AURBACH COFFING P.C.

Guardianship of Kathleen June Jones

February 25, 2021

Invoice 362930

Page 3

Date	Atty	Description	Hours	Amount
02/27/20	JAB	Receive and analyze response from Parra Sandoval to Solomon's motion for reconsideration of denial of fees and costs.	0.50	137.50
03/03/20	JAB	Receive and review joinder from Parra Sandoval regarding protective order.	0.20	55.00
03/04/20	JAB	Receipt and review Parra Sandoval's objection to fees and costs of Michelson; discuss same with Kimberly along with status of A-case following denial of motion to dismiss.	0.70	192.50
03/06/20	JAB	Discussion with Sonia Jones regarding transactions pertaining to investigation; follow up with client concerning same.	0.70	192.50
03/09/20	JAB	Receive, review, and analyze emails from Sonia Jones concerning bank account questions; respond accordingly following client discussions and review of BofA statements.	0.60	165.00
03/11/20	JAB	Receive and review Solomon's opposition to motion for fees and costs.	0.40	110.00
03/12/20	JAB	Receive and review Gerry's opposition to Michelson's fees.	0.20	55.00
03/13/20	JAB	Extensive email response to Sonia Jones regarding financial transactions; telephone call concerning same and additional follow up email prior to issuance of report.	2.60	715.00
03/13/20	JAB	Receive and analyze reply in support of Michelson's fees and costs; discuss same with Kimberly.	0.50	137.50
03/16/20	JAB	Receive and review order concerning fees to Solomon.	0.20	55.00
03/27/20	JAB	{NO CHARGE} Receipt and review ex parte application regarding fees and costs from Solomon.	0.40	
04/01/20	JAB	Receipt and review objection to fees filed by NVLSN.	0.40	110.00
04/14/20	JAB	Receive, review, and analyze motion to remove Kimberly as guardian and related exhibits; extensive discussion with Kimberly concerning same and options in opposition.	2.00	550.00
04/14/20	JAB	Begin outline of opposition to motion to remove Kimberly as guardian.	0.90	247.50
04/14/20	JAB	Legal research concerning divorce action under guardianship.	0.50	137.50
04/14/20	GT	Review Yoemen's Petition to Remove Guardian. Assess, analyze and review merits of guardian filing for divorce on behalf of June and management of California property.	0.80	340.00
04/15/20	JAB	Telephone call with Kimberly concerning petition for approval to refinance Anaheim property to benefit protected person; organize and review proposed loan details and pictures in support of same.	0.70	192.50
04/15/20	JAB	Prepare for and attend hearing on motion to compel and fees/ costs requests from Michelson and Solomon Dwiggin.	0.70	192.50
04/15/20	JAB	Begin drafting legal argument for opposition to remove Kimberly as guardian.	2.80	770.00
04/15/20	JAB	Draft introduction to opposition to motion to remove Kimberly as guardian.	0.60	165.00
04/15/20	JAB	Telephone call with Sonia Jones regarding report and additional documentation; draft comprehensive email to S. Jones for same with supporting documentation and continued explanation of transactions at	1.00	275.00

MARQUIS AURBACH COFFING P.C.

Guardianship of Kathleen June Jones

February 25, 2021

Invoice 362930

Page 4

Date	Atty	Description	Hours	Amount
		issue.		
04/15/20	JAB	Telephone call with Maria Parra Sandoval to discuss petition for removal; follow up call with Kimberly concerning same.	0.50	137.50
04/16/20	JAB	Telephone conference call with Kimberly concerning guardian compensation and refinance of Anaheim home; discuss proposed care plan for same.	0.50	137.50
04/16/20	JAB	Follow up documents to Sonia Jones for documentation regarding withdrawals; discussions with clients to gather necessary documents over same.	0.50	137.50
04/16/20	JAB	Draft order granting motion for protective order and fees.	1.30	357.50
04/20/20	JAB	Review revised report of Sonia Jones; discuss with clients.	0.40	110.00
04/21/20	JAB	Draft statement of facts and introduction to opposition to petition for removal and counterpetition for fees and costs.	1.90	522.50
04/21/20	JAB	Begin drafting legal argument concerning collateral estoppel relating to prior issues raised and denied by Yeoman; legal research on same.	1.60	440.00
04/21/20	JAB	Draft legal argument concerning suitability of Yeoman as guardian and desires of June in opposition to motion for removal and appointment.	1.00	275.00
04/21/20	JAB	Draft legal argument pertaining to countermotion for sanctions pursuant to NRS 159.1583(4).	1.60	440.00
04/21/20	JAB	Telephone conference call with Michelson regarding refinance of Anaheim property and petition for removal.	0.40	110.00
04/21/20	JAB	Conduct legal research on petition for approval to refinance and encumber Anaheim property and draft outline of motion for same.	0.70	192.50
04/22/20	JAB	Draft legal argument concerning validity of power of attorney in opposition to petition for removal.	1.60	440.00
04/22/20	JAB	Draft legal argument concerning lack of Yeoman's statutory authority for removal in opposition to petition for removal.	2.00	550.00
04/22/20	JAB	Conduct extensive legal research on requested supplemental brief pertaining to definition of interested party as it relates to discovery.	2.00	550.00
04/22/20	JAB	Draft points and authorities relating to court ordered supplemental briefing on "parties" subject to discovery.	1.60	440.00
04/22/20	JAB	Discuss adversarial claim for return of Kraft Avenue property in guardianship proceeding with Kimberly.	0.40	110.00
04/22/20	JAB	Draft petition for court approval to refinance Anaheim property.	2.00	550.00
04/22/20	JAB	Telephone call with Michelson concerning budget and opposition to petition for removal; follow up call with Kimberly concerning same.	0.50	137.50
04/23/20	JAB	Revise petition for permission to refinance and make final proofread for filing.	0.50	137.50
04/24/20	JAB	Correspondence and follow up telephone call with Kimberly concerning care plan and refinance of Anaheim property.	0.50	137.50
04/24/20	JAB	Extensive discussion with Kimberly concerning outstanding issues with guardianship case and care plan moving forward.	0.60	165.00

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MARQUIS AURBACH COFFING P.C.

Guardianship of Kathleen June Jones

February 25, 2021

Invoice 362930

Page 5

Date	Atty	Description	Hours	Amount
04/24/20	JAB	Telephone call with John Michelson regarding care plan and agreement between Friedman, Simmons, and Kimberly.	0.40	110.00
04/24/20	GT	Review court's forensic specialist supplemental report.	0.10	42.50
04/26/20	JAB	{NO CHARGE} Telephone call from department chambers and finalize memorandum in support of fees and costs following order granting protective order.	0.90	
04/27/20	JAB	Finalize opposition to Yeoman's petition for removal, return of property, and hearing; proofread and organize all exhibits; draft declaration of Kimberly.	3.50	962.50
04/28/20	JAB	Extensive discussion with Kimberly regarding	0.90	247.50
04/28/20	JAB	concerning	1.00	275.00
04/28/20	JAB	Extended discussions with Kimberly concerning forthcoming petition to refinance and request for compensation as caregiver for June.	1.00	275.00
04/28/20	JAB	Telephone discussion with Michelson concerning plan of care for June.	0.40	110.00
05/01/20	JAB	Extensive discussions and correspondence between family members regarding plan of care and forthcoming petitions.	2.00	550.00
05/01/20	JAB	Further discussions with Michelson concerning joinder in decision for mortgage and compensation to guardian; various email exchanges over same.	0.70	192.50
05/05/20	JAB	Review petition for discharge from Friedman and Simmons.	0.30	82.50
05/07/20	JAB	Conference call with Kimberly concerning refinance and repairs to Anaheim property and family care plan.	0.50	137.50
05/07/20	JAB	Conference call with June's children, attorneys, and Kimberly; follow up discussions with Kimberly for same.	2.70	742.50
05/07/20	JAB	Review and analyze joinder and supplemental points and authorities from Maria Parra-Sandoval in opposition to Yeoman's petition.	0.30	82.50
05/08/20	JAB	Review and advise client and Parra Sandoval of email relating to communication form Kehoe.	0.40	110.00
05/08/20	JAB	Begin drafting petition for compensation of Kimberly Jones.	1.60	440.00
05/08/20	JAB	Continue drafting petition for compensation for Kimberly; organize exhibits for same and discuss with Kimberly.	2.10	577.50
05/08/20	JAB	Conduct legal research on viability of stipulation for refinance of Anaheim property in lieu of motion practice.	0.20	55.00
05/08/20	JAB	Receipt and review demand for payment from Kehoe; discuss same with client.	0.20	55.00
05/13/20	JAB	Phone call with Michelson regarding Gerry's petition for removal and comments from Friedman and Simmons; discuss same with Kimberly.	0.40	110.00
05/13/20	JAB	Draft ex-parte application for order shortening time to hear petition for refinance.	0.60	165.00
05/14/20	JAB	Receive and analyze 29 page reply from Yeoman concerning petition	1.30	357.50

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Date	Atty	Description	Hours	Amount
		for removal; discuss with Kimberly.		
05/14/20	JAB	Receive and analyze Robyn and Donna Friedman's joinder and opposition to Yeoman's petition for removal.	0.50	137.50
05/14/20	JAB	Review answer analyze Friedman and Simmons partial opposition to petition to refinance; discuss same with Kimberly.	0.80	220.00
05/18/20	JAB	Receive and review reply from Yeoman in response to Friedman and Simon's joinder.	0.30	82.50
05/18/20	JAB	Telephone call with Kimberly and Michelson concerning changing visitation schedule with Friedman and Simmons; correspondence for same.	0.70	192.50
05/18/20	JAB	Receive and analyze Yeoman's opposition to motion for refinance; discuss same with client.	0.70	192.50
05/19/20	JAB	Draft email to Michelson regarding visits with June and related issues following discussion with Kimberly.	0.30	82.50
05/19/20	JAB	Prepare for oral argument for opposition to motion to remove Kimberly as guardian and petition to refinance Anaheim property.	1.00	275.00
05/20/20	JAB	Attend hearing on petition for removal and petition to refinance.	1.20	330.00
05/20/20	JAB	Draft proposed order denying Yeoman's petition to remove Kimberly and counterpetition for fees and costs.	1.90	522.50
05/21/20	JAB	Assist Kimberly with locating qualified inspector for Anaheim property; discuss regarding steps to comply with court order for same.	0.50	137.50
05/21/20	JAB	Review order granting motion for protective order and fees to guardian.	0.10	27.50
05/21/20	JAB	{NO CHARGE} Continue responses to requests for custody schedule to Michelson; communication to Kimberly and Maria Parra Sandoval in response to same.	0.40	
05/26/20	JAB	Review order on fees and costs submitted by SDF.	0.10	27.50
05/28/20	JAB	Discussion with client concerning remodel of Anaheim property; follow up correspondence regarding visitation schedule and covid with Michelson.	0.50	137.50
06/01/20	JAB	Revise and finalize petition for compensation and related exhibits; discuss same with Kimberly and file.	0.90	247.50
06/03/20	JAB	Review and approve proposed stipulation and order concerning dog.	0.10	27.50
06/03/20	JAB	Receive telephone call from Michelson concerning continued complaints of visitation and June's desire not to leave house; consult with Kimberly on same.	0.40	110.00
06/03/20	JAB	Further correspondence from Michelson regarding June leaving house; email from Parra Sandoval over same and subsequent response.	0.40	110.00
06/03/20	GT	Assess, analyze and review NRS 159.305 and 159.315; draft email memo of risk analysis.	0.40	170.00
06/04/20	JAB	Telephone call with Kimberly regarding visitation and filing petition for action regarding Kraft Avenue property in guardianship court.	0.20	55.00
06/05/20	GT	Review Yeoman's petition for reconsideration regarding sanctions;	0.20	85.00

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Date	Atty	Description	Hours	Amount
		assess timeliness and possibility of additional fees.		
06/08/20	JAB	Review and analyze motion for reconsideration to fee award filed by Yeoman; discuss same with Kimberly.	0.70	192.50
06/10/20	JAB	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.	4.00	1,100.00
06/10/20	JAB	Draft counter-motion to transfer motion for reconsideration to chambers calendar.	0.30	82.50
06/11/20	JAB	Discuss pending issues involving June's schedule with Kimberly.	0.40	110.00
06/12/20	JAB	Telephone conference call regarding a-case and potential options for resolution; discuss requests for formal visitation schedule.	0.90	247.50
06/18/20	JAB	Correspondence regarding signing of spousal deed for Anaheim property; draft deed.	0.50	137.50
06/20/20	JAB	Review, analyze, and disclose P3 medical records.	0.80	220.00
06/23/20	JAB	Telephone call with Maria Parra Sandoval regarding spousal deed and counterclaims.	0.20	55.00
06/23/20	JAB	Analyze authority concerning motion to consolidate g case with a-case.	0.40	110.00
06/24/20	JAB	Correspondence from Kehoe concerning claim to Anaheim property; discuss with Parra Sandoval and research appropriate court remedy; follow up discussion with client.	1.00	275.00
06/24/20	JAB	Begin drafting action for quiet title and direction regarding spousal deed.	2.00	550.00
06/25/20	JAB	Finish drafting legal argument for motion to quiet title; proofread same.	1.80	495.00
06/26/20	JAB	Telephone call with client regarding spousal deed issues, forthcoming motions, and options.	0.20	55.00
07/07/20	JAB	Continue revision of written discovery to all defendants following receipt of counterclaim and third-party claim.	1.90	522.50
07/10/20	JAB	Prepare for early case conference and draft initial deadlines and documents for same.	0.60	165.00
07/12/20	JAB	Receive and analyze reply in support of motion to set aside attorney fee award.	0.40	110.00
07/12/20	JAB	Review and analyze notice of appeal and corresponding documents; discuss with client.	0.40	110.00
07/12/20	JAB	Finalize first round of written discovery to all defendants; revise JCCR prior to ECC.	1.10	302.50
07/13/20	JAB	Receive and analyze opposition to motion to consolidate.	0.60	165.00
07/13/20	JAB	Attend ECC conference with opposing counsel; discuss same with Kimberly.	1.60	440.00
07/14/20	JAB	Begin drafting reply in support of motion to consolidate.	0.80	220.00
07/15/20	JAB	Correspondence with Michelson regarding inspection report; obtain status of same with client.	0.30	82.50
07/15/20	JAB	Finalize reply brief in support of motion for consolidation.	1.00	275.00
07/15/20	JAB	Conduct legal research on NRS 159.305 damages and recovery of	1.00	275.00

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Date	Atty	Description	Hours	Amount
		damages under elder abuse statute.		
07/15/20	JAB	Begin drafting legal argument supporting dismissal of loss of consortium, IIED, and abuse of process.	1.30	357.50
07/16/20	JAB	Telephone call with client regarding options on Kraft house.	0.60	165.00
07/16/20	JAB	Review and analyze property inspection report on Anaheim property.	0.60	165.00
07/20/20	JAB	Draft letter with property inspection to Judge Marquis; discuss inspection with Kimberly.	0.50	137.50
07/20/20	JAB	Receive and analyze opposition to motion on deed regarding Anaheim property.	0.40	110.00
07/20/20	JAB	Review NSC assignment to settlement conference; discuss with clients.	0.20	55.00
07/20/20	JAB	Further revisions to first round of written discovery; draft definitions for same.	1.50	412.50
07/21/20	JAB	Draft reply to motion on spousal deed.	2.50	687.50
07/21/20	JAB	Conduct legal research on uniform guardianship act for reply brief in support of motion for deed.	1.40	385.00
07/22/20	JAB	Prepare digital exhibits for deposition of Yeoman; review same and coordinate exhibit disclosure to opposing counsel and Yeoman; draft deposition notice for same.	1.50	412.50
07/24/20	JAB	Finalize preparation for renoticed deposition of Yeoman; vacate deposition following notice Yeoman cannot attend.	1.00	275.00
07/29/20	JAB	Correspondence regarding assignment and refusal of NSC settlement judge; coordinate early mediation conference call.	0.30	82.50
07/30/20	JAB	Receive and respond to email from Friedman's attorney regarding Anaheim property following discussion with Kim.	0.50	137.50
07/31/20	JAB	Review and analyze minute order regarding off calendar hearings as a result of appeal; research same and correspondence to court.	0.70	192.50
07/31/20	JAB	{NO CHARGE} Various communications with client regarding health of Yeoman and issues therein.	0.40	
08/03/20	JAB	Legal research regarding stay under Honecutt.	0.50	137.50
08/03/20	JAB	Review and respond to extensive email from Michelson.	0.90	247.50
08/04/20	JAB	Receive, review, and analyze NRCP 16.1 disclosures from defendants consisting of approximately 600 pages.	2.80	770.00
08/04/20	JAB	Finalize response email to Michelson regarding extended series of questions and meet and confer exchange.	0.30	82.50
08/04/20	JAB	Attend pre-mediation call with NSC settlement judge.	0.50	137.50
08/06/20	JAB	Begin drafting confidential settlement brief for NSC conference.	1.00	275.00
08/06/20	JAB	Review and analyze docketing statement.	0.50	137.50
08/07/20	JAB	Receive, review, and analyze extensive written deposition topics from Kehoe; begin researching written objection to same.	1.90	522.50
08/10/20	JAB	Prepare deposition subpoenas to Kandi and Gerry.	0.40	110.00
08/10/20	JAB	Finish drafting extensive objection to written deposition of Yeoman	2.00	550.00

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Date	Atty	Description	Hours	Amount
		(250+ questions).		
08/11/20	JAB	Research neuropsychologist and attempt to contact Dr. Nguyen in Texas; review fee schedule for Dr. Etcoff.	0.90	247.50
08/11/20	JAB	Continue drafting brief for NSC settlement conference.	2.00	550.00
08/11/20	JAB	Receive various emails from Kehoe and engage in meet and confer on written deposition and variety of issues.	1.00	275.00
08/11/20	JAB	Call with Kimberly regarding settlement options and forthcoming mediation.	0.60	165.00
08/12/20	JAB	Begin drafting motion for protective order regarding written deposition; extensive legal research for same.	3.20	880.00
08/12/20	JAB	Continue drafting motion for protective order.	0.80	220.00
08/12/20	JAB	Review and analyze order regarding fees to Michelson; discuss same with client and M. Parra-Sandoval.	0.40	110.00
08/13/20	JAB	Finalize motion for protective order and exhibits.	1.50	412.50
08/13/20	JAB	Finish drafting settlement statement for NSC conference; organize and finalize exhibits for same.	2.40	660.00
08/14/20	JAB	{NO CHARGE} Follow up call with client regarding mediation brief and related issues.	0.50	
08/17/20	JAB	Telephone call with MPS concerning forthcoming mediation and outstanding issues.	0.30	82.50
08/18/20	JAB	Draft motion for status check to reset all hearings vacated by court.	0.40	110.00
08/18/20	JAB	Receive and review 2018 P3 medical records and prepare supplemental disclosure of same.	0.90	247.50
08/20/20	JAB	Further review of medical records.	0.40	110.00
08/21/20	JAB	Review correspondence from arbitrator regarding cancellation due to death of Yeoman; discuss same with Kimberly.	0.30	82.50
08/24/20	JAB	Receive, review, and analyze Dick and Kandi Powell's responses to requests for admissions.	0.40	110.00
08/24/20	JAB	{NO CHARGE} In office meeting with Mrs. Tomich concerning claims of June against estate in light of death of Yeoman.	0.20	
09/03/20	JAB	Correspondence with opposing counsel regarding outstanding discovery and pending depositions; review and research continuing claims of Yeoman in litigation.	0.40	110.00
09/04/20	JAB	Begin review of documents for deposition of Kandi Powell; analyze foreseeable special admin to avoid duplicate deposition and discuss with client.	1.50	412.50
09/04/20	JAB	Receive, review, and analyze Kandi Powell's responses to first set of interrogatories.	0.90	247.50
09/04/20	JAB	Receive, review, and analyze Kandi Powell's response to first set of requests for production and supplemental document disclosures.	1.70	467.50
09/07/20	JAB	Review written discovery from K. Powell prior to deposition.	1.20	330.00
09/08/20	JAB	Continue deposition preparation and compilation of extensive exhibits.	3.10	852.50

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Date	Atty	Description	Hours	Amount
09/08/20	JAB	Finish deposition preparation and prepare documents for same; review disclosures from defendants and pleadings in preparation for deposition.	3.60	990.00
09/08/20	JAB	Discuss deposition of K. Powell with Kimberly.	0.20	55.00
09/09/20	JAB	Take deposition of Kandi Powell; update client regarding same.	5.00	1,375.00
09/09/20	JAB	{NO CHARGE} Discuss implication of third party complaint against D. Loggans.	0.50	
09/10/20	GT	Confer with JAB and discuss course of action based on K. Powell's deposition.	0.40	170.00
09/11/20	JAB	Review appeal regarding fees to J. Michelson.	0.20	55.00
09/11/20	GT	Review Case Appeal Statement filed by Legal Aid.	0.20	85.00
09/15/20	JAB	Coordinate and discuss options for mediation with all parties; contact ARM for same.	0.60	165.00
09/16/20	JAB	{NO CHARGE} Call with Kimberly regarding mediation and forthcoming status check.	0.20	
09/17/20	JAB	Draft letter to interested parties regarding refinance of Anaheim property and include supporting documents; attend status check within guardianship court for outstanding motions.	3.10	852.50
09/17/20	JAB	Correspondence with Michelson regarding outlandish claims of visitation.	0.20	55.00
09/23/20	JAB	Revise and finalize settlement brief for meditation.	3.20	880.00
09/23/20	JAB	Finalize exhibits for settlement brief.	0.50	137.50
09/23/20	JAB	Continue drafting settlement brief and compiling exhibits.	1.20	330.00
09/29/20	JAB	{NO CHARGE} Discuss settlement conference procedure with client.	0.20	
09/30/20	JAB	Travel to and attend mediation; travel back to MAC.	7.00	1,925.00
09/30/20	JAB	Prepare second subpoena to Lou Ruvo for medical records.	0.40	110.00
10/01/20	JAB	Begin compiling fee invoices and making extensive redactions to fee invoices for application for fees and costs.	1.70	467.50
10/02/20	JAB	Finalize fee and cost entries and redactions for petition for fees and provide to M. Parra Sandavol.	1.20	330.00
10/06/20	JAB	Draft motion to adjudicate fees; analyze Brunzell factors for same.	2.80	770.00
10/06/20	JAB	{NO CHARGE} Review and analyze suggestion of death.	0.10	
10/07/20	DDD	Draft revisions to petition.	0.40	70.00
10/07/20	GT	Confer with JAB to assess course of action and decide on guardianship statutory claims to pursue in guardianship court.	0.40	170.00
10/12/20	JAB	Receive, review, and analyze third supplemental production of documents from Powell.	1.20	330.00
10/12/20	JAB	Review and analyze Dick Powell's responses to first set of interrogatories and requests for production of documents.	1.60	440.00
10/13/20	JAB	In office meeting with Kimberly regarding options in litigation moving forward; detailed analysis of options regarding Kraft Avenue.	1.00	275.00
10/14/20	JAB	Attend NRCP 16 conference.	0.70	192.50

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Date	Atty	Description	Hours	Amount
10/16/20	JAB	Begin preparing exhibits for deposition of Richard Powell.	1.60	440.00
10/16/20	JAB	{NO CHARGE} Call with Kim concerning NSC mediation on fees and related issues.	0.10	
10/18/20	JAB	Finish preparing for deposition of R. Powell.	2.60	715.00
10/19/20	GT	Assess, analyze and review other causes of action regarding return of Jones residence; check legislative history of 159.305.	0.80	340.00
10/19/20	JAB	Take deposition of Dick Powell.	2.60	715.00
10/19/20	JAB	Draft orders denying motion for reconsideration of fee and cost award against Kehoe and motion to consolidate.	0.50	137.50
10/19/20	DDD	Begin drafting revisions to petition.	0.40	70.00
10/20/20	DDD	Complete revisions to petition pursuant to attorney direction; prepare exhibits for same.	0.60	105.00
10/29/20	SEG	Draft motion to bifurcate and preferential trial.	2.80	700.00
10/29/20	JAB	Receive, review, and analyze extensive medical records from Lou Rouvo.	1.50	412.50
11/06/20	SEG	Legal research on guardianship statute NRS 159.305 and its applicability.	1.20	300.00
11/09/20	SEG	Legal research on NRS 155.097 and applicable case law.	1.00	250.00
11/09/20	JAB	Finish drafting motion to bifurcate and motion for preferential trial setting.	1.00	275.00
11/09/20	JAB	Begin drafting motion for summary judgment.	2.60	715.00
11/09/20	JAB	Legal research in preparation of drafting motion for summary judgment on title claims.	1.60	440.00
11/09/20	JAB	Continue drafting legal argument within motion for summary judgment.	2.20	605.00
11/10/20	JAB	Review and analyze Yeoman's renewed motion for reconsideration of order for fees and costs.	0.50	137.50
11/10/20	DDD	Draft revisions to petition pursuant to attorney direction.	0.30	52.50
11/11/20	JAB	Continue drafting motion for summary judgment.	2.70	742.50
11/11/20	JAB	Finish drafting motion for summary judgment and compiling necessary exhibits; proofread and finalize same.	2.50	687.50
11/11/20	JAB	Draft second opposition to motion for reconsideration of sanctions order, motion for sanctions, and motion to remove Yeoman from guardianship proceedings.	0.90	247.50
11/11/20	GT	Further assess and strategize application of NRS 155.097.	0.20	85.00
11/13/20	JAB	Review and analyze motion to substitute estate in place of Yeoman.	0.30	82.50
11/18/20	GT	Review file for status; review and revise petition for attorneys fees.	1.40	595.00
11/20/20	JAB	Revise petition for compensation of Kimberly; discuss same with Kimberly.	0.40	110.00
11/20/20	GT	Review of petition for Kimberly's guardian fees.	0.30	127.50
11/23/20	JAB	Review and analyze petition for special administration filed on behalf of Yeoman; discuss same with Kimberly and evaluate opposition to same.	0.70	192.50
11/24/20	JAB	Call with clients concerning OC judgment and petition for fees.	0.50	137.50

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Date	Atty	Description	Hours	Amount
11/24/20	JAB	Revise and finalize petition for fees of Kimberly Jones; finalize exhibits for same following call with Kimberly.	1.00	275.00
11/30/20	GT	Review and revise guardian's accounting.	0.30	127.50
11/30/20	JAB	{NO CHARGE} Final revisions to petition for compensation for Guardian following changes from client.	0.50	
12/01/20	GT	Telephone conference with Kimberly regarding update to accounting and petition for guardianship fees.	0.90	382.50
12/01/20	DDD	Draft revisions to combined petition for compensation.	0.80	140.00
12/01/20	JAB	Review draft accounting and discuss with Ms. Tomich.	0.30	82.50
12/02/20	KAW	Briefly review and address draft petition for guardian's fees and attorney's fees.	0.30	82.50
12/07/20	GT	Telephone conference with Kimberly regarding guardianship fees.	0.40	170.00
12/08/20	JAB	Call with Kim Jones concerning status of case and options for compensation.	0.30	82.50
12/10/20	JAB	Receive, review, and analyze first set of requests for production of documents, interrogatories, and requests for admissions.	1.30	357.50
12/10/20	JAB	Call with appellate counsel J. Tasca concerning status and options for appeal; follow up call with clients.	0.40	110.00
12/11/20	KAW	Analyze client file and emails relating to guardianship fees; begin revising petition for guardian fees, attorneys' fees, and costs.	1.70	467.50
12/14/20	KAW	Finish comprehensive revisions to petition for guardian fees, attorneys' fees, and costs.	4.30	1,182.50
12/15/20	GT	Review and revise petition for compensation for guardian and payment of guardian's attorney fees and costs.	1.30	552.50
12/15/20	JAB	Receive and analyze opposition to motion to bifurcate and preferential trial.	0.60	165.00
12/16/20	GT	Telephone conference with Kimberly regarding changes to petition for guardianship fees.	0.50	212.50
12/16/20	KAW	Phone discussion with GT regarding client feedback to draft petition; update petition based on the same and complete additional revisions; draft verified memorandum of costs; email GT and JAB regarding updated fees and costs.	1.60	440.00
12/17/20	GT	Review revise petition for guardianship fees and attorneys fees.	0.30	127.50
12/18/20	KAW	Review email from Ms. Jones regarding accounting; phone call with Ms. Jones regarding the same and process for filing; follow-up with JAB and GT.	0.30	82.50
12/21/20	JAB	Receive, review, and analyze opposition to motion for summary judgment.	1.50	412.50
12/21/20	KAW	Prepare filing for accounting and coordinate with DDD on notarization and completion of accounting.	0.30	82.50
12/21/20	DDD	Draft accounting cover page and certificate of service; draft accounting verification page; phone call with client and brief meeting with client	0.80	140.00

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Date	Atty	Description	Hours	Amount
		regarding same; submission of first accounting to the court.		
12/22/20	JAB	Draft introduction and outline of argument for reply brief in support of motion for summary judgment.	2.00	550.00
12/22/20	JAB	Begin drafting legal argument for reply in support of motion for summary judgment; research case citations provided by defendants.	2.90	797.50
12/22/20	KAW	Address appellate issues and potential motion to dismiss for mootness.	0.30	82.50
12/28/20	JAB	Review and analyze first set of written discovery to June; discuss same with clients to coordinate call with June.	1.00	275.00
12/28/20	JAB	Draft motion to dismiss Yeoman's appeal regarding removal of Kimberly; draft corresponding exhibits and file same.	3.40	935.00
12/30/20	JAB	Finish drafting reply in support of motion for summary judgment.	4.60	1,265.00
12/30/20	JAB	Draft reply in support of motion to bifurcate and for preferential trial.	0.60	165.00
12/31/20	JAB	Prepare for oral argument on motion for summary judgment and motion to bifurcate.	2.00	550.00
01/04/21	JAB	Receive, review, and analyze petition for communication and related exhibits; discuss same with clients.	1.60	440.00
01/06/21	JAB	Draft answers to requests for admissions	0.80	220.00
01/07/21	JAB	Draft extensive responses and objections to interrogatories propounded by plaintiff.	3.50	962.50
01/07/21	JAB	Draft extensive objections and responses to requests for admissions and requests for production propounded by plaintiff.	3.10	852.50
01/08/21	JAB	Finalize written discovery responses and drafting third supplemental disclosure of documents and records.	1.60	440.00
01/11/21	KAW	Analyze email from counsel for the protected person regarding accounting and request for documentation.	0.20	55.00
01/13/21	JAB	Prepare for and attend argument on motion for summary judgment and motion for preferential trial.	4.00	1,100.00
01/13/21	JAB	Call with Maria Parra Sandoval and Kim concerning outstanding issues.	0.80	220.00
01/13/21	KAW	Email Ms. Jones regarding issues with accounting and needed documentation.	0.10	27.50
01/14/21	JAB	Conference call with opposing counsel regarding outstanding discovery and resolution.	0.90	247.50
01/15/21	JAB	Review reply filed by Yeoman in support of order on motion for consideration.	0.40	110.00
01/18/21	JAB	Draft opposition to Robyn and Donna's petition for visitation and related relief; confer with Kimberly on same; prepare declaration with assistant of Teri Butler.	3.70	1,017.50
01/19/21	JAB	{NO CHARGE} Call with Kimberly regarding outstanding matters, family meeting, and resolution.	0.30	
01/19/21	JAB	{NO CHARGE} Review second motion for extension of time to file response to motion to dismiss appeal.	0.10	
01/20/21	JAB	Draft extensive letter to client regarding case outlook, options, and	2.00	550.00

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Date	Atty	Description	Hours	Amount
		potential.		
01/20/21	JAB	Continue drafting answers to interrogatories, requests for production of documents, and requests for admissions propounded on June; telephone call relating to same.	2.90	797.50
01/21/21	JAB	Prepare for and attend hearing on motion to set aside and counter petition to remove Dick Powell and Yeoman from case.	1.00	275.00
01/21/21	JAB	Extended call with Kimberly concerning status letter and written discovery.	0.70	192.50
01/21/21	JAB	Call with J. Michelson regarding petition for visitation in G case.	0.50	137.50
01/21/21	KAW	Phone call with Ms. Jones regarding updated accounting; exchange follow-up emails regarding the same.	0.30	82.50
01/22/21	JAB	Additional revisions to written discovery propounded on June.	1.00	275.00
01/22/21	JAB	{NO CHARGE} Complete discovery propounded on Dean Loggans; discuss same with Loggans.	2.00	
01/25/21	JAB	Draft proposed settlement terms to opposing counsel following discussion with client.	0.90	247.50
01/25/21	JAB	Read and analyze June's opposition to petition for visits and communication filed by M. Parra Sandoval.	0.60	165.00
01/26/21	KAW	Begin work on updated, itemized accounting.	1.10	302.50
01/26/21	KAW	Address compliance with annual report of guardian requirements.	0.10	27.50
01/26/21	JAB	{NO CHARGE} Review and analyze deposition notice to quitclaim representative and notify counsel of unavailability.	0.30	
01/27/21	KAW	Prepare first annual report of guardian, including review of the case pleadings and the file as conducive to the same.	2.90	797.50
01/27/21	KAW	Continue work on updated, itemized accounting; email questions to Kimberly Jones relating to the same.	1.60	440.00
01/27/21	KAW	Exchange emails with counsel for the protected person.	0.10	27.50
01/27/21	KAW	Review email from Kimberly Jones regarding accounting and receipts.	0.10	27.50
01/28/21	KAW	Leave voicemail with Ms. Jones; phone call with Ms. Jones regarding updated accounting; coordinate with MAC staff in anticipation of receipt drop-off.	0.30	82.50
01/28/21	KAW	Draft pleading for updated accounting and report of guardian; update GT and JAB about the same and current status.	0.90	247.50
01/29/21	KAW	Finish itemizing expenses and updating accounting based on the same; email specific questions to Ms. Jones and review answers to the same.	2.40	660.00
01/29/21	KAW	Briefly revise report of guardian; email the same to Ms. Jones; review JAB's updates.	0.30	82.50
01/29/21	JAB	Call with Kehoe regarding settlement issues; follow up with Kimberly regarding same.	0.40	110.00
01/29/21	JAB	{NO CHARGE} Review guardian report draft and call with Kim over same.	0.50	
02/01/21	JAB	Review counter proposal offer from Kehoe and discuss same with	0.90	247.50

MARQUIS AURBACH COFFING P.C.

Guardianship of Kathleen June Jones

February 25, 2021

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Date	Atty	Description	Hours	Amount
		clients, Maria, and Michelson.		
02/01/21	JAB	Review and analyze reply in support of motion for visitation and related complaints.	0.60	165.00
02/01/21	KAW	Review medication and provider list from Ms. Jones as well as continued discussion regarding report of guardian; email Ms. Jones and JAB regarding the same.	0.20	55.00
02/02/21	JAB	Call and correspondence to various parties regarding settlement in A-Case.	0.40	110.00
02/02/21	JAB	Begin drafting motion on shortened time to compromise civil claim of protected person and concurrent request to seal hearing.	2.00	550.00
02/03/21	JAB	Extended call with Kimberly regarding petition to compromise civil claims of June and follow up with opposing counsel on terms.	0.70	192.50
02/04/21	JAB	Review and redline proposed mutual release; discuss same with clients and finalize exhibits and motion to compromise.	1.80	495.00
02/08/21	KAW	Call Ms. Jones to discuss guardianship report and accounting; update GT and JAB regarding the same.	0.30	82.50
02/08/21	KAW	Email Ms. Jones regarding relevant guardianship authorities and standards for annual reports.	0.20	55.00
02/08/21	JAB	Extended discussions with J. Michelson and clients regarding global agreement on visitation and outstanding matters.	2.20	605.00
02/08/21	JAB	{NO CHARGE} Further discussions with clients and J. Michelson regarding outstanding petitions before court.	0.50	
02/08/21	JAB	Review and discuss ex-parte application for attendance of June filed by J. Michelson.	0.40	110.00
02/09/21	JAB	{NO CHARGE} Correspondence with KAW concerning report of guardian and discussions.	0.20	
02/10/21	JAB	Prepare for oral argument on petition for visitation and petition to compromise civil claim of June.	2.50	687.50
02/11/21	JAB	Attend hearing on petition for removal and initial petition to compromise chose in action; discuss same with client.	2.40	660.00
02/11/21	JAB	Prepare for oral argument on continued hearing to compromise.	0.50	137.50
02/16/21	JAB	Review order appointing guardian ad litem; finalize revisions with Kehoe to mutual release.	0.30	82.50
02/19/21	KAW	Review and address email from Kimberly Jones entitled "moving forward".	0.20	55.00
02/23/21	JAB	Call with E. Brickfield and follow up with client regarding outstanding matters.	0.60	165.00
Total Fees			327.90	88,746.00

Date	Description	Disbursements	Amount
	Copies		387.75

MARQUIS AURBACH COFFING P.C.

Guardianship of Kathleen June Jones

February 25, 2021

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Date	Description	Amount
	Postage	14.50
	Online Filing Fees	56.00
	Westlaw Research	2,549.97
	Scanning Charges	61.00
	Messenger Service	60.00
09/09/20	Clark County Clerk; Filing fee	30.00
09/05/20	Check Issued; Conference call 08/04/2020; Premiere Global Services	37.41
10/14/20	Check Issued; Attempted service to Cleveland Clinic; Report to Court	35.00
10/14/20	Check Issued; Videographer fee regarding deposition of Kandi Powell; Rocket Reporters, Inc.	833.75
10/14/20	Check Issued; Deposition transcript regarding Kandi Powell; Rocket Reporters, Inc.	1,574.60
10/31/20	Check Issued; Attempted service to Cleveland Clinic; Report to Court	75.00
10/29/20	Miscellaneous Expenses; MRO - Medical records from Cleveland Clinic Lou Ruvo Center for Brain Health	87.61
10/31/20	Check Issued; Deposition transcript regarding Richard Powell; Rocket Reporters, Inc.	1,070.95
10/31/20	Check Issued; Videographer fee for deposition of Richard Powell; Rocket Reporters, Inc.	490.00
11/11/20	Clark County Clerk; Filing fee	200.00
12/18/20	Clark County Clerk; Filing fee	193.00
Total Disbursements		7,756.54

**MARQUIS AURBACH
COFFING**

ATTORNEYS AT LAW

10001 PARK RUN DRIVE
LAS VEGAS, NEVADA 89145
Telephone 702-382-0711
Fax 702-382-5816

Guardianship of Kathleen June Jones
Attn: Kimberly Jones
185443 Yorba Linda Blvd, #146
Yorba Linda, CA 92886

Invoice 365704 - 374824
February 25, 2021

ID: 15820-001 - GT

Re: Quiet Title & Lis Pendens

For Services Rendered Through February 24, 2021

Current Fees	4,757.50
Current Disbursements	298.20
Total Current Charges	5,055.70
Total Current Due	5,055.70

Total Due					5,055.70
Total	0.00	0.00	0.00	0.00	0.00

MARQUIS AURBACH COFFING P.C.

Guardianship of Kathleen June Jones
Re: Quiet Title & Lis Pendens
I.D. 15820-001 - GT

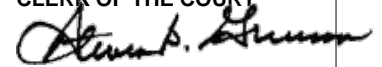
February 25, 2021
Invoice 365704 -
Page 2

Fees

Date	Atty	Description	Hours	Amount
05/26/20	JAB	Discuss preservation deposition with counsel for Yeoman based on health concerns.	0.20	55.00
05/28/20	JAB	Continued discussion regarding preservation deposition of Yeoman and necessity of responsive pleading prior to stipulation.	0.30	82.50
06/03/20	JAB	Begin drafting petition for return of Kraft Avenue property under 159.305.	1.50	412.50
06/08/20	JAB	Review and revise stipulation regarding preservation deposition of Yeoman.	0.30	82.50
06/16/20	JAB	Conference call with opposing counsel regarding preservation deposition.	0.30	82.50
06/22/20	JAB	Receive, review, and analyze answer, counterclaim, and third party claim; discuss with clients.	1.80	495.00
06/23/20	JAB	Draft answer and affirmative defenses to counterclaim and third party claim.	1.50	412.50
06/23/20	JAB	Review documents produced from Ty to be used in deposition of Yeoman.	0.20	55.00
06/24/20	JAB	Finalize and serve initial 16.1 disclosures in advance of Yeoman deposition.	1.40	385.00
06/24/20	JAB	Review, analyze, and disclose JP Morgan Chase subpoena documents; incorporate same into deposition preparation.	1.90	522.50
06/24/20	JAB	Prepare for deposition of Yeoman; organize documents for use in deposition for same.	3.90	1,072.50
06/25/20	JAB	Draft motion to consolidate cases.	2.50	687.50
06/26/20	JAB	Finalize deposition preparation for Yeoman preservation deposition and finalize exhibits for same.	1.50	412.50
Total Fees			17.30	4,757.50

Disbursements

Date	Description	Amount
	Copies	145.75
05/12/20	Postage	25.20
	Scanning Charges	99.25
	Online Filing Fees	28.00
Total Disbursements		298.20



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12 *Attorneys for Kimberly Jones, Guardian*
13 *of the Protected Person June Jones*

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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

**KIMBERLY JONES' REPLY IN SUPPORT OF PETITION FOR PAYMENT OF
GUARDIAN'S FEES AND ATTORNEY FEES AND COSTS**

AND

**OPPOSITION TO REQUEST FOR CARE PLAN, COMPLETE AND UPDATED
INVENTORY OR ACCOUNTING, AND UPDATED BUDGET**

Kimberly Jones, Guardian of the Protected Person June Jones, by and through the law
firm of Marquis Aurbach Coffing, hereby submits this Reply in Support of Petition for Payment
of Guardian's Fees and Attorney Fees and Costs and Opposition to Request for Care Plan,
Complete and Updated Inventory or Accounting, and Updated Budget.

I. INTRODUCTION

Sorting through the unsupported ad-hominem attacks, the Opposition is the most recent
garbage filing before this Court. It is clear as day at this point that Mr. Michelson lost client
control long ago. The Opposition reads as a conscious stream of uninformed opinion, devoid of
any legal analysis. Equally insulting as it is uninformed, the Opposition may also take the cake

1 for the most egregiously hypocritical attack on fees and costs, from one of the most prolific
2 billing gougers running through the halls of the Eighth Judicial District.

3 Focusing on the law—which the undersigned and his *controlled client* have done from
4 the inception of this case, the Opposition asks this Court to make a finding that the Guardian and
5 her counsel should not be paid because they “botched” prosecution of the companion A-Case and
6 made “missteps” in the Guardianship Proceedings. This is despite the undisputed fact that 99%
7 of any substantive work in this case, or the A-Case from prior to 2019 to present has been done
8 by Kimberly and her counsel.

9 Notably, Kimberly relocated from another state to step in for her mother and has never
10 left her side since. Throughout this time, Kimberly and Kimberly only, has given up her job,
11 acted as a full-time custodian of two concurrent legal cases, changed diapers, counseled her
12 mother when her husband died, cooked, cleaned, and performed every other task in between.
13 Equally important, Kimberly has taken the high road in these proceedings, where she has
14 attended every hearing only to be met with an unrestrained attack on her character and fitness.

15 As to Kimberly’s counsel, while not tasked with changing diapers, was tasked with
16 wading through an equal amount of feces flung from a series of hired guns, who filed motion
17 after motion for relief solely aimed to benefit themselves and their clients. Throughout the
18 proceedings, the only work performed on behalf of the actual Protected Person, was the work by
19 the undersigned and the Protected Person’s legal aid attorney.

20 The remainder of the work was self-created by family members who couldn’t help
21 themselves from complicating proceedings they knew the Protected Person’s estate already
22 couldn’t afford. Despite this knowledge, the result was a barrage of continuous oppositions and
23 attempts to take the reins of this Honorable Court and turn these proceedings in to full out
24 adversarial litigation—exactly what should not happen. When the Court reviews the actual
25 docket entries of this case, the attorney time entries and costs, and the proposed compensation
26 plan for the Guardian, all of this is crystal clear. The Guardian and her counsel did everything
27 right in this case based on what they had to work with—nothing. Now, in what should be the end
28 of the road to this case, both the Guardian and her counsel seek to be reasonably compensated.

1 The compensation sought is extremely reasonable, accurate, and properly submitted to this
2 Court.

3 In addressing the “Request for Care Plan, Complete and Updated Inventory or
4 Accounting, and Updated Budget” little opposition is required to the most recent attempt of
5 counsel and his clients to play judge. This Court is far and above able to handle its own docket
6 and this case. The request lacks any legal authority and ignores the fact that this Court, the only
7 person with authority to order such a request has already dealt with these issues. The Guardian
8 and her counsel ask this Court to reign in the spurious filings and requests, like the most recent
9 one and allow this case to wind down.

10 **II. FACTS**

11 The Opposition present no “facts.” It presents a series of opinions, lacking any citations
12 to actual facts. These opinions must be ignored. The Court and certainly the undersigned do not
13 need to hear the same false cries yet again.

14 The relevant facts pertinent to the underlying Motions are that Kimberly has served as
15 Guardian of June since 2019.¹ During this time, she has not been paid a single dollar for her 24/7
16 work. Kimberly has also managed two continuous cases, wherein she and her counsel took every
17 action available to benefit June. In the interest of time, the work and time dedicated to these
18 proceedings and the A-Case are not again summarized, as the Court’s knowledge on these issues
19 is fully developed.

20 To the extent this Court wants the delve into to blatant inaccuracy in the attacks at how
21 the A-Case was handled, the undersigned is happy to educate Mr. Michelson, *once again*, on the
22 merit, risk, upside, and expense of the A-Case. Irony is at its best when outside parties with no
23 knowledge of the law or facts of a case criticize the legal decisions, tactics, and considerations
24 applied. Mr. Michelson should stick to his profitable guardianship business and not waste this
25 Court and the parties time with arguments this Court rejected after a three-hour canvas relating to
26 the proposed settlement in the A-Case.

27 _____
28 ¹ Letters of Guardianship, on file.

1 **III. LEGAL ARGUMENT**

2 **A. KIMBERLY IS AUTHORIZED TO BE COMPENSATED, THE**
3 **COMPENSATION SOUGHT IS EXTREMELY REASONABLE, AND**
4 **KIMBERLY IS JUNE'S PREFERRED CAREGIVER.**

5 NRS 159.183 authorizes reasonable compensation for a guardian's services. The
6 Opposition ignores this and attempts to distract the Court from a straightforward issue, as well as
7 ignoring (once again) the wishes of June—which is for Kimberly to serve as her caregiver.

8 Kimberly seeks compensation at an hourly rate of \$21.00 per hour for caregiving services
9 and up to \$500 per week for billed time Kimberly performs services as Guardian. Kimberly has
10 further agreed to *limit her request to a maximum to ten hours per day, 5 days per week,*
11 regardless of how much time Kimberly cares for her mother on any particular day.² Thus, the
12 amount of compensation to Kimberly in any given month would be approximately \$4,200.00.³
13 These capped hourly and weekly maximums are a massive benefit to June, as no third-party
14 service would agree to such terms.

15 Despite claims to the contrary, Kimberly has already presented this Court with a
16 proposed budget for June when the move to California takes place. This budget is the result of
17 Kimberly taking every step she can to help June. For instance, Kimberly proposed paying June's
18 mortgage, property taxes, and half of her utilities.⁴ With Kimberly paying \$1,070 per month,
19 June would be paying approximately \$250 per month for rent and utilities—total. This allows
20 June to get what she wants, receive care from Kimberly, not a stranger. Kimberly's qualifications
21 have been provided to this Court and are strong, much stronger than the typical care provided by
22 a third-party vendor charging higher rates.

23 As for past compensation, Kimberly seeks nothing unusual, she has served as a full-time
24 caregiver and managed June's legal battles for over three years, with over 4,320 hours of care in
25 only the past 18 months. Despite this, Kimberly seeks only one year of past compensation at the

26 ² Kimberly reserves the right to modify this, based on changed circumstances.

27 ³ The maximum costs for caregiver services would be \$1,050 per week or \$4,200 per month.

28 ⁴ To again provide this breakdown, the totally monthly costs for the Anaheim Property are approximately
\$1,320.00, inclusive of \$500 per month of estimated utilities.

1 reasonable rate of \$21 per hour—subject to the same hourly and daily caps. Importantly, while
2 the past-due compensation totals \$90,000, Kimberly is not seeking this money now. Instead, she
3 only seeks \$10,000, so she can fulfill her personal financial obligations and still care for her
4 mother.

5 **1. June is Entitled to Choose her Caregiver and June Wants Nothing**
6 **Less Than to Live with Robyn or Donna.**

7 The theme in this case is consistent, if it isn't Robyn's way—it is the highway. June,
8 through her qualified attorney has informed this Court time and time again that she wants to be
9 cared for by Kimberly. It is not the job, nor the right, for June's daughter to interfere with that
10 request. The Opposition states that if Kimberly "insists on compensation" a Petition to remove
11 her will be filed.⁵ Setting aside the fact these types of threats have plagued this case, there is no
12 basis for removal based on a Guardian invoking relief under the law. Second, the elephant in the
13 room remains that June does not want to live with Robyn or Donna. The short of the story is
14 money doesn't overrule June's rights, even in Guardianship Court.

15 **2. The Attacks on Compensation are Superficial and Undeveloped.**

16 The Opposition attacks the \$25 per hour by arguing the fee is "unreasonable" because (1)
17 Kimberly is apparently a vagabond who thrives off of draining her elderly mother's bank
18 accounts and (2) June's income can't fund the requested compensation.

19 First, glaringly absent from the Opposition is the very important fact that Kimberly in
20 seeking to be compensated, knows well that her mother may not have the funds to do so. This
21 does not mean Kimberly is not a suitable guardian or caregiver. It means that Kimberly may
22 have to defer and may never see, large portions of her compensation—especially past
23 compensation.

24 Second, June maintains sufficient assets to pay for Kimberly's care. June is set to receive
25 approximately \$165,000 from the settlement of the A-Case. After attorney fees are reduced from
26 this amount, June will be left with approximately \$70,000. This is in addition to the almost
27 \$20,000 in her checking account from the refinance of the Anaheim Property. This amount,

28 ⁵ Opposition at pg. 15 ¶ 33.

1 when supplemented by June's income, which is approximately \$15,000 per year provides a
2 baseline of \$105,000 in liquid funds for June's care. This is over two entire years of caregiving
3 expenses. To the extent June's daughter Robyn wants to execute her judgment for Mr.
4 Michelson's fees, despite claims that this case is not about money, that would reduce the
5 liquidity approximately \$60,000—*if the fee award survives the ongoing Nevada Supreme Court*
6 *appeal.*

7 In addition to these funds, like many aging people who have care needs, June can easily
8 receive assistance through two common options. First, as is common, if June requires additional
9 funds for her care, she can tap into additional equity of her home. Doing so would easily provide
10 her with many more years of full-time caregiving as proposed by Kimberly. June's property is
11 valued at over \$610,000 and has approximately \$450,000 in equity. *Second, prior to going down*
12 *the road of extracting June's built-in equity from the Anaheim Property*, Kimberly upon formally
13 relocating June to Anaheim will begin the process of enrolling June in Medi-Cal.

14 Based on June's finances, physical, and mental condition, she will be an accepted
15 applicant. Once enrolled in Medi-Cal, June will be able to take advantage of Medi-Cal's In-
16 Home Support Services ("IHSS").⁶ Under Medi-Cal, IHSS pays between \$14-17.50 per hour for
17 family caregivers.⁷ In general, the value of services provided through IHSS is between \$2,200
18 and \$3,500 per month.⁸ As it typical, Kimberly being the proposed caregiver and qualified, will
19 quickly be approved as a Medi-Cal provider. In doing so, Medi-Cal will pay most, if not all of
20 Kimberly's compensation. When this is taken into account along with June only paying around
21 \$250 per month for utilities, the cost of care will not be an issue.

22 As such, June's estate can easily handle the requested \$10,000 payment for past fees and
23 the highly reduced monthly caregiving fees. The reality remains, Robyn and Donna are so
24 consumed with themselves that they could have picked up the phone to ask Kimberly this all
25

26 ⁶ See <https://www.payingforseniorcare.com/california/inhome-supportive>

27 ⁷ *Id.*

28 ⁸ *Id.*

1 along. Instead, they chose to slander Kimberly through their attorney with an Opposition that
2 again attempts to create problems that don't need to exist. Under NRS 159.183(3), Kimberly has
3 demonstrated that June's estate does have sufficient assets to compensate her as the preferred
4 caregiver and nothing more is required.

5 **3. Kimberly Has Not Engaged in "Bad Behavior."**

6 Quick and to the point. Kimberly has not been "bad" another very technical argument
7 advanced in the Opposition. She is not a child, has never been found in violation of this Court
8 and has always held herself out as a responsible Guardian. Being "bad" is not consistent with
9 advocating June's desires and providing around the clock care to June for years. Two of
10 Kimberly's sisters hurled mud in this case from the beginning and despite spending many
11 thousands of dollars on attorneys, not once has Kimberly been deemed "bad."

12 **4. The Repeated Calls for an "Extended Plan" Fail to Appreciate the**
13 **Fluidity of this Guardianship and Place the Cart Before the Horse.**

14 The Opposition focuses much on the fact that extended plans and extended forecasts are
15 necessary before this Court can act on compensation. This is incorrect. The compensation sought
16 is readily able to be paid. The proposed compensation plan is sufficient for the next two-years.
17 The alternatives provided take that two-year range to the date of June's passing, as best as
18 possible. Kimberly has provided a monthly breakdown of June's living expenses. This is the
19 breakdown for at least the next six to twelve months. As stated, Kimberly intends on enrolling
20 June in Medi-Cal as soon as possible. In doing so, Kimberly will comply with her reporting
21 obligations for whatever jurisdiction exercising oversight over the guardianship or
22 conservatorship.

23 In determining compensation, this Court is guided by the law, which requires reasonable
24 compensation. The Court does not delay compensation on the basis that in five or ten years, the
25 compensation may not be possible. What is important is the time period that can accurately be
26 forecasted. In this case, June's care cannot be forecasted more than a year out. As it stands, June
27 has been in stable health since 2019. She requires only regular check-ups, her medication has
28 remained unchanged, and she has and will continue to need around the clock care. It is certainly

1 possible that in one year or two years, June's condition may rapidly deteriorate. It is equally
2 possible that June's condition remains stable. It is also equally possible that June's long and
3 fulfilling life may end in the next few years. The best that can be done at this point is to take care
4 in steps, the approach Kimberly has put forward with the Court. The Opposition advances the
5 narrative that if every single detail, event, plan, financial concern, and complaint are not handled
6 and ruled on by this Court in the next few months, June is doomed. This is both illogical and the
7 intent is clear, some individuals seek to litigate every foreseeable issue in a Court they view as
8 favorable to their opinions.

9 The reality is, whether in California or Nevada, competent courts are everywhere. If
10 circumstances change, which they certainly may, the Court will be involved. When courts are
11 involved, so are interested parties, who will be free to continue to monitor and impose their
12 common-sense when they feel it is necessary to do so. In a nutshell, this Court can only address
13 so much without tipping the scales of equity further against the protected person. At some point,
14 more and more detail regarding future plans causes more harm than good.

15 **B. THE OPPOSITION TO THE FEES AND COSTS SOUGHT IS**
16 **MERITLESS.**

17 Despite Robyn and Donna running up a bill totaling **\$57,742.16⁹** of attorney fees incurred
18 **in less than a month** when they served as temporary guardians, the Opposition opposes paying
19 the firm that carried the weight of the Guardianship proceedings and the A-Case since late 2019.
20 During that time, the firm not only held off on fees, but bank-rolled extensive costs. As an initial
21 thought, if the same attorney burn rate from Robyn and Donna's counsel was forecasted over the
22 same time-period as the undersigned's the amount would be over **\$744,000.**

23 Nonetheless, turning to the scant legal authority within the Opposition, fees and costs
24 should be granted as requested, with no offset. The fees were itemized, not block billed,
25 reasonable, and actually incurred.

26
27
28 ⁹ The Petition for Fees actually sought \$62,029.66 in fees and costs, only to be reduced by this Court.

2098

1 stock filing of an Answer with general denials. This was done as a courtesy, because any
2 competent attorney knew that the attempt to embroil Mr. Loggans in the litigation was nothing
3 less than a tactic of intimidation by opposing counsel. Indeed, this is supported by the September
4 9, 2020 time entry, which states as follows:

5 09/09/20 JAB {NO CHARGE} Discuss implication of third party complaint against D. 0.50
Loggans.

6 See Exhibit 4.

7 While NRS 159.344(5)(h) authorizes the Court to consider apportionment for time billed
8 to assist multiple clients, under no circumstances is such an inquiry warranted. No action was
9 taken as to the Dean Loggins in the A-Case and the entirety of time dedicated in the A-Case was
10 advancing June's claims. As explained to this Court at length during the extended canvas at
11 settlement, there never was a concern, let alone dedicated time to the frivolous counterclaims
12 filed, including the claims against Kimberly and Mr. Loggins. Robyn and Donna's concerns are
13 growing old. At some point, going to the well of "concern" losses its credibility. Robyn and
14 Donna know well this is not an issue and have detailed fee invoices to confirm any suspicions
15 they may have had.

16 **2. The Petition Seeks Reasonable Fees for Necessary Work Beneficial to**
17 **June.**

18 The Opposition argues that any fees related to "visitation" with Robyn and Donna should
19 not be compensable. This argument is circular and absurd. There has been needless cost in this
20 case because Mr. Michelson has parroted his clients demands continuously to Kimberly's
21 counsel and June's legal aid counsel. The conversations were like a game of "telephone" gone
22 bad, with petty sibling rivalry consuming the time of two attorneys trying to advance material
23 issues on behalf of June. Indeed, the issue is still not resolved. On one hand, remains Robyn and
24 Donna claiming they have been deprived from June. June has never been deprived and all
25 Kimberly has done is support her mother in managing her social affairs. Fortunately, differences
26 of opinion are what courts are for.

27 This is not the Court of Robyn, Donna, or John Michelson. It is a court of law, where
28 disputes and differences of opinion are presented to a judge. It is absurd to argue that simply

1 because Kimberly has advocated for June's preference on visitation (which June's attorney has
2 independently advanced) she is not entitled to fees for doing so.

3 **3. The Personal Attacks Characterizing the A-Case as "Botched" is a**
4 **Clear Indication of a Lack of Sophistication.**

5 Ignoring the poorly narrated facts and legal issues of the A-Case summarized in the
6 Opposition, Robyn and Donna next ask this Court to not award fees, because the A-Case was
7 "botched." Unlike Mr. Michelson, June's money will not be spent explaining civil litigation to
8 Mr. Michelson or his clients. Likewise, this Reply will not reiterate the same issues discussed in
9 detail with this Court for over three hours only a few weeks ago.

10 Mr. Michelson is incorrect on every point he has advanced to this Court. The undersigned
11 is happy to review each and every point as the Court feels necessary. In doing so, the
12 undersigned will talk very slow, so Robyn, Donna, and Mr. Michelson can again be reeducated
13 on the "straightforward theory of recovery" within the A-Case.

14 **4. The Petition is Not Incomplete, Robyn is Entitled to No**
15 **Reimbursement for Fees Advanced.**

16 The Opposition argues that the Petition for Fees is incomplete because \$41,875.24 is not
17 sought. This too is incorrect. Robyn initially offered to pay for June's civil case. This continued
18 for a short period of time, until she cut off funding. There was never an agreement for June to
19 repay this, absent recovering attorney fees and costs. There was also no agreement that allowed
20 Robyn to feign an unlimited budget to prosecute a complicated civil case and renege on the offer.

21 Thus, while fronting some initial expenses and costs for June was a very compassionate
22 thing to do, the fees aren't sought through this Petition, because June isn't being asked to pay
23 those fees—they were paid on her behalf as a gift. Notwithstanding, should the Court somehow
24 find it also wants to tag June's estate with these fees and costs, it doesn't implicate the existing
25 Petition and can be dealt with through a separate petition.

26 **C. THE PETITION FOR DOCUMENTATION MUST BE DENIED.**

27 This Court controls this case, no one else. Kimberly has provided every document
28 available to her in this case. She provided an accurate accounting. That accounting received
request for back-up receipts and those are being tracked down. As detailed above, there is no

1 question as to June's finances. It is the simplest financial balance sheet available. She has a
2 house and receives social security. The liquid funds and future plans to pay for caregiving
3 expenses were explained in detail above. To the extent an ongoing request for more detail exists,
4 there isn't much more detail that can be provided. June is stable with no "foreseeable" future
5 expenses, other than those expressly stated to this Court—caregiving and living expenses.
6 Kimberly has presented a solid and typical plan for June's finances and care moving forward and
7 nothing more is required. At some point, this Court must allow the parties to move on. This case
8 has been vetted and babied more than any other case before this Court.

9 Dated this 29th day of March, 2021.

10 MARQUIS AURBACH COFFING

11
12 By /s/ James A. Beckstrom
13 Geraldine Tomich, Esq.
14 Nevada Bar No. 8369
15 James A. Beckstrom, Esq.
16 Nevada Bar No. 14032
17 10001 Park Run Drive
18 Las Vegas, Nevada 89145
19 Attorney(s) for Kimberly Jones
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **REPLY IN SUPPORT OF PETITION FOR PAYMENT OF GUARDIAN'S FEES AND ATTORNEY FEES AND COSTS AND OPPOSITION TO REQUEST FOR CARE PLAN, COMPLETE AND UPDATED INVENTORY OR ACCOUNTING, AND UPDATED BUDGET** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 29th day of March, 2021. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:¹¹

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

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

Jen Adamo
14 Edgewater Drive
Magnolia, DE 19962

Teri Butler
586 N. Magdalena Street
Dewey, AZ 86327

Courtney Simmons
765 Kimbark Avenue
San Bernardino, CA 92407

Scott Simmons
1054 S. Verde Street
Anaheim, CA 92805

Ampersand Man
2824 High Sail Court
Las Vegas, Nevada 89117

Tiffany O'Neal
177 N. Singingwood Street, Unit 13
Orange, CA 92869

/s/ Cheryl Becnel
An employee of Marquis Aurbach Coffing

¹¹ Pursuant to EDCR 8.05(a), each party who submits an E-Filed document through the E-Filing System consents to electronic service in accordance with NRCP 5(b)(2)(D).

Exhibit 1



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INVOICE

Invoice # 12460
Date: 08/30/2019

2200 Paseo Verde Parkway, Suite 160
Henderson, Nevada 89052
United States
Phone: 702.731.2333

Robyn Friedman
2824 High Sail Ct.
Las Vegas, NV 89117

Guardianship 59: Friedman, Robyn and Simmons, Donna (June Jones)-2019-08-01582

Date	Type	Attorney	Notes	Quantity	Rate	Total
08/21/2019	Service	JPM	Consultation (1.5). Dictation [NO CHARGE], staff direction (.40), file setup [NO CHARGE].	1.90	\$450.00	\$855.00
08/21/2019	Service	HAR				
08/22/2019	Service	LM	Telephone call and leave message for Robert Johnson regarding possible guardianship of Kathleen Jones (.1); telephone call with Robert Johnson and set up telephone conference with John Michaelson this afternoon (.3); email JPM regarding same and calendar (.2); telephone call and leave message with Robyn regarding John's telephone call with David Johnson and request to provide information for family members (.1).	0.70	\$200.00	\$140.00
08/22/2019	Service	HAR	Review questionnaire; emails to/from Perry Friedman for further information.	0.40	\$200.00	\$80.00
08/23/2019	Service	LM	Numerous telephone calls with Robyn Friedman regarding contact information for Scott and Teri and whereabouts of holographic will.	0.90	\$200.00	\$180.00
08/23/2019	Service	LM				

08/23/2019	Service	JPM	Phone conference with Kimberly and her attorney re factual background (.3). Dictation and staff direction re next steps (.3).	0.60	\$450.00	\$270.00
08/23/2019	Service	JPM	Conference with team re arguments, next steps and options including options to guardianship.	0.40	\$450.00	\$180.00
08/23/2019	Service	JPM	Conference call with opposing counsel Ty Kehoe (1.0). Dictation and staff direction (.2).	1.20	\$450.00	\$540.00
08/26/2019	Service	LM	Telephone call with David Johnson to request a copy of June Jones healthcare power of attorney.	0.30	\$200.00	\$60.00
08/26/2019	Service	JPM	Phone conference with clients(.6). Efforts to obtain HCPOA (.4). direct team (.2).	1.20	\$450.00	\$540.00
08/27/2019	Service	LM	Receipt and review of email and Health Care Power of Attorney for June Jones received from Johnson & Johnson (.3); telephone call and leave message with Monica Gillins, Mr. Johnson's paralegal regarding providing a copy of the health care power of attorney to Ty Kehoe (.3).	0.60	\$200.00	\$120.00
08/28/2019	Service	LM	Receipt of email from Ty Kehoe regarding telephone conference with JPM this afternoon; receipt of email from Monica at Mr. Johnson's office regarding approval to forward the health care power of attorney to Ty Kehoe.	0.40	\$200.00	\$80.00
08/28/2019	Service	JPM	Prepare for tc w/ opposing counsel. Phone conference with client.	0.40	\$450.00	\$180.00
08/28/2019	Service	JPM	Teleconference with opposing counsel. Dictation.	0.70	\$450.00	\$315.00
08/28/2019	Service	LM	[REDACTED]			
08/28/2019	Service	LM	Telephone with Robyn regarding points that refute the allegation that they were absent from their mother's life.	0.30	\$200.00	\$60.00
08/29/2019	Service	JPM	Review email and facts provided by Robyn.	0.30	\$450.00	\$135.00
08/29/2019	Service	LM	Telephone call with David Johnson to schedule a conference call with Mr. Michaelson.	0.20	\$200.00	\$40.00
08/29/2019	Service	JPM	Prepare for and conduct conference call with attorney David Johnson.	0.50	\$450.00	\$225.00
08/29/2019	Service	JPM	Email client and prepare for settling matters	0.90	\$450.00	\$405.00

			(.3); conduct tc w/ attorney Ty Kehoe to settle various matters (.6); Dictation [NO CHARGE].			
08/30/2019	Service	JPM	Review client communications - several emails - and prepare email to clients based upon my conversation with opposing counsel and answering their questions.	0.90	\$450.00	\$405.00
08/30/2019	Service	JPM	Email communications with attorney David Johnson.	0.20	\$450.00	\$90.00
					Total	\$5,200.00
					Payment (08/30/2019)	-\$5,000.00
					Payment (09/05/2019)	-\$200.00
					Balance Owing	\$0.00

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Henderson, Nevada 89052
United States
Phone: 702.731.2333

INVOICE

Invoice # 12560
Date: 09/10/2019

Robyn Friedman
2824 High Sail Ct.
Las Vegas, NV 89117

Guardianship 59: Friedman, Robyn and Simmons, Donna (June Jones)-2019-08-01582

Date	Type	Attorney	Notes	Quantity	Rate	Total
08/30/2019	Service	JPM	Prepare for and conduct tc with Robyn and Donna about numerous issues and firming up factual background.	1.30	\$450.00	\$585.00
08/30/2019	Service	JPM	Direct associate attorney on research re next week's POA hearing and also commencement of guardianship petition.	0.40	\$450.00	\$180.00
08/30/2019	Service	JPM	Email opposing counsel Ty Kehoe re visitation.	0.10	\$450.00	\$45.00
09/03/2019	Service	LCP	Review notes in preparation to begin drafting Petition	0.50	\$300.00	\$150.00
09/04/2019	Service	LCP	Email response to T. Kehoe	0.40	\$300.00	\$120.00
09/04/2019	Service	JPM	Review opposing counsel email.	0.20	\$450.00	\$90.00
09/04/2019	Service	JPM	Review opposition filed in probate matter (.5). Begin drafting guardianship petition and arguments (1.3).	1.80	\$450.00	\$810.00
09/04/2019	Service	LCP	Strategy with JPM (1.2); receive and review opposition to Petition (.5); email to opposing counsel (.3); email to clients responding to questions (.2)	2.20	\$300.00	\$660.00
09/04/2019	Service	JPM	Phone conference with opposing counsel trying to resolve outstanding issues.	1.20	\$450.00	\$540.00
09/04/2019	Service	JPM	Client communication.	0.20	\$450.00	\$90.00

09/05/2019	Service	LM	Telephone call with Robyn Friedman regarding medical documentation to support a guardianship (.3); draft notice of appearance(.4); arranged for mailing (.3).	1.00	\$200.00	\$200.00
09/05/2019	Service	LCP	Call to Donna Simmons; left VM at 9:50am	0.10	\$300.00	\$30.00
09/05/2019	Service	LCP	TC with Donna Simmons (.2); email to JMP [NO CHARGE]; email to D. Simmons to provide my contact information (.2)	0.40	\$300.00	\$120.00
09/05/2019	Service	LCP	Review medical records received from attorney D. Johnson	0.40	\$300.00	\$120.00
09/05/2019	Service	SJ	[REDACTED]			
09/05/2019	Expense	SJ	Reimbursable expenses: Efile - Notice of Appearance	1.00	\$3.50	\$3.50
09/05/2019	Service	SJ	[REDACTED]			
09/05/2019	Expense	SJ	Reimbursable expenses: Regular US Mail - Notice of Appearance	5.00	\$0.50	\$2.50
09/05/2019	Service	SJ	[REDACTED]			
09/05/2019	Service	LCP	Research Nevada Statute regarding POA validity (.5); draft memo on findings (.4)	0.90	\$300.00	\$270.00
09/05/2019	Service	JPM	Various communications re guardianship petition facts, tomorrow's hearing to enforce POA in order to avoid guardianship (1.2) Review of pleadings (.6).	1.80	\$450.00	\$810.00
09/06/2019	Service	LCP	Communication with JPM re: research	0.20	\$300.00	\$60.00
09/06/2019	Service	LM	[REDACTED]			
09/06/2019	Service	JMP	[REDACTED]			
09/06/2019	Service	LCP	[REDACTED]			
09/06/2019	Service	JPM	Prepare for and participate in hearing to enforce POA's as least restrictive means rather than guardianship (2.5). Also participate in direct negotiations with all parties(1.5).	4.00	\$450.00	\$1,800.00
09/07/2019	Service	JPM	Multiple communications to/from opposing counsel Ty Kehoe now that Kimberly has picked up her mother in AZ. Also communications with client.	1.80	\$450.00	\$810.00
09/08/2019	Service	AEF	Telephone conference with John Michaelson and Lora Caindec-Poland	0.40	\$350.00	\$140.00

			regarding case status, power of attorney responsibilities, location of proposed protected person, law enforcement response, next steps, etc. (24).			
09/08/2019	Service	LCP	TC with JPM and and AEF re: current events and strategy re: same	0.40	\$300.00	\$120.00
09/08/2019	Service	JPM	Communication with Dr. Brown to see if he can meet Kimberly and evaluate June Jones on a very expedited basis to gauge capacity.	0.50	\$450.00	\$225.00
09/08/2019	Service	JPM	Update team and discussion options going forth. Client communications.	0.70	\$450.00	\$315.00
09/09/2019	Service	LCP	[REDACTED]			
09/09/2019	Service	LCP	[REDACTED]			
09/09/2019	Service	LCP	Begin drafting Petition for Guardianship	3.50	\$300.00	\$1,050.00
09/09/2019	Service	JPM	Coordinate with Kimberly's counsel, Dr. Brown's office to facilitate evaluation.	0.70	\$450.00	\$315.00
09/09/2019	Service	JPM	Work on petition for temp and special guardianship. Direct team. Client communications.	1.20	\$450.00	\$540.00
09/09/2019	Service	AEF	[REDACTED]			
					Total	\$10,840.50
					Payment (09/12/2019)	-\$10,840.50
					Balance Owing	\$0.00

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INVOICE

Invoice # 12595
Date: 09/25/2019

2200 Paseo Verde Parkway, Suite 160
Henderson, Nevada 89052
United States
Phone: 702.731.2333

Robyn Friedman
2824 High Sail Ct.
Las Vegas, NV 89117

Guardianship 59: Friedman, Robyn and Simmons, Donna (June Jones)-2019-08-01582

Date	Type	Attorney	Notes	Quantity	Rate	Total
09/10/2019	Service	HAR	[REDACTED]			
09/10/2019	Service	LCP	Draft Guardianship Petition	3.40	\$300.00	\$1,020.00
09/10/2019	Service	JPM	Phone conference with attorney David Johnson re pros and cons of guardianship petition in this matter.	0.40	\$450.00	\$180.00
09/10/2019	Service	JPM	Various communications including getting Dr. Brown paid. Draft/edit/revise petition for guardianship.	1.00	\$450.00	\$450.00
09/11/2019	Service	LCP	Draft Petition for Guardianship	1.80	\$300.00	\$540.00
09/11/2019	Service	JPM	Coordinate with Dr. Brown, including review his report. Client communications.	0.70	\$450.00	\$315.00
09/12/2019	Service	LCP	[REDACTED]			
09/12/2019	Service	LCP	TC with R. Friedman	0.30	\$300.00	\$90.00
09/12/2019	Service	JPM	Review preemptively void transfer statute relating to caregivers and vulnerable persons (.3). Meeting with clients to review same and plan next steps/arguments and assess situation (1.4).	1.70	\$450.00	\$765.00
09/13/2019	Service	LCP	Call from R. Friedman (.2); revisions to Petition	2.80	\$300.00	\$840.00

			for Guardianship to reflect clients as Petitioners (2.6)			
09/13/2019	Service	LCP	Petition for Guardianship; forward draft to JPM for review	1.00	\$300.00	\$300.00
09/13/2019	Service	LCP	TC with JPM; email to clients re: info needed for Petition	0.40	\$300.00	\$120.00
09/13/2019	Service	JPM				
09/16/2019	Service	LCP	Further revisions to Petition for Guardianship	2.30	\$300.00	\$690.00
09/16/2019	Service	LM	Begin preparing ancillary documents for appointment of temporary guardianship	0.30	\$200.00	\$60.00
09/16/2019	Service	LCP	Research Temporary vs. Special Guardianship and discuss with JPM review of draft of Petition	1.00	\$300.00	\$300.00
09/16/2019	Service	JPM	Review draft petition. Edit and revise. Direct team.	1.60	\$450.00	\$720.00
09/16/2019	Service	JPM	Phone conference with Kimberly's attorney re petition for guardianship.	0.60	\$450.00	\$270.00
09/16/2019	Service	JPM	Review email from attorney for Gerry and Dick.	0.20	\$450.00	\$90.00
09/17/2019	Service	LM	Continue to Draft all ancillary temporary guardianship documents; draft guardians' acknowledgment of duties; draft citation to appear and show cause for general (1.2); draft certificate of service for appointment of general guardian (.2)	1.40	\$200.00	\$280.00
09/17/2019	Service	LCP	Further draft Petition for Temporary and General Guardianship	1.50	\$300.00	\$450.00
09/17/2019	Service	LCP	Further draft Petition for guardianship	1.00	\$300.00	\$300.00
09/17/2019	Service	LCP	Revisions to Petition; email to clients for review	3.60	\$300.00	\$1,080.00
09/17/2019	Service	JPM	Gather facts, research arguments, direct team and draft/edit/revise petition for temp and petition for general guardianship.	3.00	\$450.00	\$1,350.00
09/18/2019	Service	LM	Compile exhibits to be attached to ex parte petition for appointment of temporary guardian.	0.40	\$200.00	\$80.00
09/18/2019	Service	LCP	Revisions to Petition per clients comments on draft	1.60	\$300.00	\$480.00

09/18/2019	Service	LM	Email Robyn and Donna regarding signatures on verifications to ex parte petition and on oath for the Letters of Temporary Guardianship (.3); review requirements for notifying family members before filing of a temporary guardianship (.3). Telephone call and leave message with Teri and Scott regarding our filing for appointment of temporary guardianship (.3); telephone call with Teri regarding her opposing the petition for appointment of temporary guardian (.4).	1.30	\$200.00	\$260.00
09/18/2019	Service	LCP	Further revisions to Petition; email draft to clients	2.40	\$300.00	\$720.00
09/18/2019	Service	JPM	Gather facts, research arguments, direct team and draft/edit/revise petition for temp and petition for general guardianship.	5.00	\$450.00	\$2,250.00
09/18/2019	Service	LCP	Various tasks associated with finalizing Petition (.9); discuss with JPM re: strategy, timing (.2); TC with R. Friedman re: revisions needed (.3); revisions made per client request (.6)	2.00	\$300.00	\$600.00
09/19/2019	Service	LCP	TC with JPM (.1); receive signed Verification pages from R. Friedman (.1); TC from D. Simmons re: Verification pages (.3); revisions to Petition (.5)	1.00	\$300.00	\$300.00
09/19/2019	Service	LM	Efiled petition for appointment of temporary guardian (.2); drafted order granting temporary guardianship (1.0); efiled citation to appear and show cause (.2); prepared amended citation (.3).	1.70	\$200.00	\$340.00
09/19/2019	Service	LCP	[REDACTED]			
09/19/2019	Service	LCP	Email to clients re: status of filing and next steps; sign Citation; review and sign Order	0.50	\$300.00	\$150.00
09/19/2019	Service	JPM	Various calls and communications with staff and attorneys for other parties in attempts to meet and confer to resolve claims and also prepare our petition for guardianship - draft/edit/and revising same.	1.70	\$450.00	\$765.00
09/19/2019	Expense	LM	Court Filing Fee - Petition and Citation to Appear and Show Cause.	1.00	\$3.50	\$3.50
09/20/2019	Service	LM	[REDACTED]			
09/20/2019	Service	LM	Receipt of email from client with location of her mother (.2); email Dave at Servlaw to attempt personal service at the Kraft house	0.40	\$200.00	\$80.00

			address (.2).			
09/20/2019	Expense	LT	Mail: Certified USPS Mail Amended citation to appear and show cause and Ex Parte petition for appt. to all on Cert of Service	14.00	\$6.40	\$89.60
09/20/2019	Expense	LT	Filing Fee: E-Filed Amended citation to appear and show cause and Ex Parte petition	1.00	\$3.50	\$3.50
09/20/2019	Service	LCP	Emails to/from R. Friedman (.4); TC with JPM re: emails from opposing counsel (.1)	0.50	\$300.00	\$150.00
09/20/2019	Service	LCP	TC with JPM re: providing advance copy of pleading to opposing counsel (.2); email to clients re: same (.2)	0.40	\$300.00	\$120.00
09/20/2019	Service	JPM	Various communications re obtaining guardianship and noticing other parties, as well as logistics b/w the parties re June's care and including responding to Ty Kehoe's ex parte contact with probate court re POA's that are not being honored, as well as emails from attorneys for other parties.	1.30	\$450.00	\$585.00
09/23/2019	Service	LM	Telephone call with Chryste in Dept. B. regarding approval of order granting temporary guardianship (.2); calendar return date for appointment of temporary guardian (.1); telephone call with Dave at Servlaw regarding status of service of amended citation and petition upon June Jones(.2); follow-up email from Dave at Servlaw to also serve the order granting the temporary guardianship (.1); second telephone call with Chryste regarding faxing over a copy of the order (.2); emailed a copy of the order granting the temporary guardianship to the clients (.2); efiled the notice of entry of order granting temporary guardianship and arranged for mailing of same (.2); emailed Dave to also serve the Order Granting the Temporary Guardianship (.1).	1.30	\$200.00	\$260.00
09/23/2019	Service	LCP	Call from JPM re: obtaining Order from Judge's Clerk (.1); arrange with L. Murnane re: same [NO CHARGE]; call from D. Johnson (.2); communication with JPM re: status of Order and message from D. Johnson (.1)	0.40	\$300.00	\$120.00
09/23/2019	Service	SJ	[REDACTED]			
09/23/2019	Expense	SJ	Reimbursable expenses: Regular US Mail - NEO Granting Ex Parte	13.00	\$0.50	\$6.50
09/23/2019	Service	LCP	Call from R. Friedman re: events of the	0.20	\$300.00	\$60.00

			afternoon; email to JPM re: same			
09/23/2019	Service	JPM	Various communications and direction to team re guardianship.	0.40	\$450.00	\$180.00
09/23/2019	Service	JPM	Various communications with client, counsel for Kimberly, counsel for Dick and Gerry. On phone while Robyn visits Kraft house and informs Kimberly of guardianship, to answer any questions. Later conversations and emails with clients.	2.20	\$450.00	\$990.00
09/23/2019	Expense	LM	Court filing fee - Notice of Entry of Order granting temporary guardianship.	1.00	\$3.50	\$3.50
09/23/2019	Expense	LM	Service fee - Personal Service fee.	1.00	\$50.00	\$50.00
09/24/2019	Service	LCP	Call from R. Friedman re: service of Citation on J. Jones	0.10	\$300.00	\$30.00
09/24/2019	Service	LM	Emailed a copy of the Letters of Temporary Guardianship to the clients (.2) arrange to obtain certified copies of both the order and letters (.2); emailed a copy of the Letters of Temporary Guardianship to Ty Kehoe and David Johnson (.1).	0.50	\$200.00	\$100.00
09/24/2019	Service	JPM	phone conference with Robyn.	0.20	\$450.00	\$90.00
09/24/2019	Service	LCP	Draft demand letters to be sent to T. Kehoe and D. Johnson.	1.50	\$300.00	\$450.00
09/24/2019	Service	JPM	Draft/edit/revise letters to attorneys for other parties re various demands and logistical coordination. Review client communications.	0.70	\$450.00	\$315.00
					Total	\$20,444.60
					Payment (09/30/2019)	-\$20,444.60
					Balance Owning	\$0.00

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Invoice # 12720
Date: 10/10/2019

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Henderson, Nevada 89052
United States
Phone: 702.731.2333

Robyn Friedman
2824 High Sail Ct.
Las Vegas, NV 89117

Guardianship 59: Friedman, Robyn and Simmons, Donna (June Jones)-2019-08-01582

Date	Type	Attorney	Notes	Quantity	Rate	Total
09/25/2019	Service	LM	Receipt of email from Robyn Friedman regarding obtaining certified copies(.1); respond to same (.2); prepare receipt of documents (.1); email Robyn that certified copies are ready for pickup (.1); telephone call and leave message with Donna to confirm her personal appearance at the hearing; efiled affidavit of personal appearance.(.1)	0.60	\$200.00	\$120.00
09/25/2019	Service	LCP	Review multiple emails from client; lengthy response email re: duties of guardian	1.10	\$300.00	\$330.00
09/25/2019	Service	AR	Received call from Robyn Friedman, Emailed information to attorney, and notated file.	0.20	\$0.00	\$0.00
09/25/2019	Service	JPM	Review some communications. Phone conference with Robyn. Direct team.	0.60	\$450.00	\$270.00
09/25/2019	Service	LCP	Redraft of demand letters to T. Kehoe and D. Johnson per request of R. Friedman	0.70	\$300.00	\$210.00
09/25/2019	Service	JPM	Review of correspondence from Robyn. Direct team re letters to attorneys for other parties. Draft/edit/revise those letters. Send email to client with letter attached.	0.70	\$450.00	\$315.00
09/26/2019	Service	LCP	Revisions to demand letters to T. Kehoe and D. Johnson per client request	0.90	\$300.00	\$270.00
09/26/2019	Expense	LCP	Reimbursable expenses: Court Filing Fee -	1.00	\$3.50	\$3.50

			Petition.			
09/26/2019	Expense	SJ	Reimbursable expenses: Certification of Copy	1.00	\$20.00	\$20.00
09/26/2019	Service	AR	Revise and finalize invoice and email to client.	0.50	\$0.00	\$0.00
09/26/2019	Service	LCP	Send demand letters to opposing counsel	0.30	\$300.00	\$90.00
09/26/2019	Service	JPM	Draft/edit/revise letters to attorneys for other parties. read and forward email from attorney Kehoe. Direct team on sending letters.	0.40	\$450.00	\$180.00
09/27/2019	Service	AEF	Review email from opposing counsel regarding requested items, temporary guardianship and visitation, then review and revise draft response email to opposing counsel regarding same (0.4).	0.40	\$350.00	\$140.00
09/27/2019	Service	LM	Telephone call with Robyn Friedman regarding email to her sister.	0.20	\$200.00	\$40.00
09/27/2019	Service	JPM	Numerous communications and emails to/from clients, David Johnson, Ty Kehoe trying to obtain June's identification and other property and resolve visitation issues.	2.00	\$450.00	\$900.00
09/27/2019	Service	JPM	Later phone call with Ty Kehoe. Call with client.	0.50	\$450.00	\$225.00
09/27/2019	Service	JPM	Still later call with Ty Kehoe who represents Gerry and Dick trying to resolve visitation and other issues.	0.30	\$450.00	\$135.00
09/28/2019	Service	JPM	Review of combative Ty Kehoe communication and response thereto. Multiple communications with clients, counsel for Kimberly and Mr. Kehoe.	0.80	\$450.00	\$360.00
09/29/2019	Service	JPM	Communications with all parties. Setup and participate in phone conference with Kimberly and her attorney.	0.60	\$450.00	\$270.00
09/30/2019	Service	LCP	Discuss with J. Pairman re: contact information for Geriatric Care Manager [NO CHARGE]; TC with R. Friedman to give her contact information and to discuss medical records (.2); email to R. Friedman with requested information (.1).	0.30	\$300.00	\$90.00
09/30/2019	Service	LCP	2x calls from R. Friedman	0.20	\$300.00	\$60.00
09/30/2019	Service	LCP	TC with Legal Aid attorney, M. Parra-Sandoval	0.30	\$300.00	\$90.00

10/01/2019	Service	JPM	Communication with attorney David Johnson.	0.20	\$450.00	\$90.00
10/01/2019	Service	JPM	Phone conference with Kimberly's new attorney Jeff Luszeck. Dictation and staff direction.	0.50	\$450.00	\$225.00
10/01/2019	Service	LM	Review court file for oppositions to petition for appointment of guardianship.	0.30	\$200.00	\$60.00
10/01/2019	Service	LCP	Prepare for Hearing	1.60	\$300.00	\$480.00
10/01/2019	Service	LCP	Draft Notice of Intent to Move Protected Person	0.50	\$300.00	\$150.00
10/01/2019	Service	JPM	Communication with attorney Ty Kehoe re visitation, plan of care, etc.	0.10	\$450.00	\$45.00
10/01/2019	Service	JPM	Further communications with Kimberly's attorney's outlining issues.	0.10	\$450.00	\$45.00
10/02/2019	Service	LCP	[REDACTED]			
10/02/2019	Service	LM	Receipt and review of Ty Kehoe's opposition to petition for appointment of temporary guardian and counter petition for appointment of temporary and general guardian.	1.40	\$200.00	\$280.00
10/02/2019	Service	LCP	TC with R. Friedman (.2); TC with D. Simmons (.2); receive and review Opposition filed by T. Kehoe (.5); email same to clients (.1)	1.00	\$300.00	\$300.00
10/02/2019	Service	LCP	[REDACTED]			
10/02/2019	Service	JPM	Communications all day with clients, opposing counsel re hearing prep and efforts to settle issues. Review opposition briefs and supplements thereto.	4.50	\$450.00	\$2,025.00
10/02/2019	Service	JPM	Visit with clients and protected person. Prior phone call to attorney for protected person.	0.20	\$450.00	\$90.00
10/03/2019	Service	LM	[REDACTED]			
10/03/2019	Service	LCP	Attend hearing [NO CHARGE]	3.00	\$0.00	\$0.00
10/03/2019	Service	SJ	[REDACTED]			

10/03/2019	Expense	SJ	Reimbursable expenses: Regular US Mail - Proposed Care Plan	9.00	\$0.50	\$4.50
10/03/2019	Service	SJ	[REDACTED]			
10/03/2019	Expense	SJ	Reimbursable expenses: Regular US Mail - NEO Extending Temp	10.00	\$0.50	\$5.00
10/03/2019	Service	JPM	Review numerous materials and prepare arguments for hearing.	2.50	\$450.00	\$1,125.00
10/03/2019	Service	JPM	Settlement negotiations at court; client conferences at court; participate in hearing and follow up conversations with clients and opposing attorneys.	3.20	\$450.00	\$1,440.00
10/03/2019	Service	LCP	Generate list of items needed from Kim and Gerry (.5); email same to R. Friedman and D. Simmons (.2)	0.70	\$300.00	\$210.00
10/04/2019	Service	LCP	Call from R. Friedman (.2); email to SDF attorneys to follow up information reported by R. Friedman (.1)	0.30	\$300.00	\$90.00
10/04/2019	Service	LCP	TC x2 with D. Simmons (.2); email to D. Simmons attaching Oppositions per her request (.1)	0.30	\$300.00	\$90.00
10/04/2019	Service	LCP	Call from R. Friedman (.4); discussion of payments to caregivers (.3); email to R. Evans re: same(.2); email to JPM re: same (.1)	1.00	\$300.00	\$300.00
10/04/2019	Service	LM	Receipt of email from Donna to confirm her address and to send future mail to her certified mail (.2); email to Donna and Robyn letting them know certified copies of the Order Extending the Temporary Guardianship are ready for pickup (.3).	0.50	\$200.00	\$100.00
10/04/2019	Expense	LT	Mail: Fed Ex Overnight Envelope to Donna Simmons Priority only option because it's being delivered on Saturday.	1.00	\$60.06	\$60.06
10/04/2019	Service	LCP	Discuss with JPM re: caregiver compensation (.4); Call from R. Friedman re: same (.2)	0.60	\$300.00	\$180.00
10/04/2019	Service	LCP	Incorporate R. Friedman's requests for items into the existing list of demanded items	0.50	\$300.00	\$150.00
10/04/2019	Service	JPM	Communications re compensation for Kimberly as caregiver.	0.30	\$450.00	\$135.00
10/07/2019	Service	LM	[REDACTED]			

			involved.			
10/07/2019	Service	LCP	[REDACTED]			
10/07/2019	Service	JPM	[REDACTED]			
10/07/2019	Service	JPM	Phone conference with Kimberly's attorney Ross Evans.	0.30	\$450.00	\$135.00
10/07/2019	Expense	SJ	Reimbursable expenses: Certification of Copy	1.00	\$10.00	\$10.00
10/07/2019	Service	LM	Review of email from Geraldine Tomich requesting a copy of the petition for guardianship (.2); emailed a copy to Ms. Tomich (.2).	0.40	\$200.00	\$80.00
10/07/2019	Service	JPM	Contact Kate McCloskey with guardianship compliance office re coordinating sharing of information in support of financial investigation.	0.10	\$450.00	\$45.00
10/07/2019	Service	JPM	Contact clients' real estate attorney re claims against Dick re recovery of home.	0.10	\$450.00	\$45.00
10/07/2019	Service	JPM	Draft/edit/revise letters to opposing parties re demands for various items.	0.40	\$450.00	\$180.00
10/08/2019	Service	LCP	[REDACTED]			
10/08/2019	Service	LM	Attempt to call Cindy Sauchak of the Las Vegas Metropolitan Police Department (.1); email Ms. Sauchak regarding setting up a telephonic conference with JPM (.1); telephone call with Metro's abuse and neglect (.1)	0.30	\$200.00	\$60.00
10/08/2019	Service	JPM	[REDACTED]			
10/08/2019	Service	JPM	Communications with clients and Kimberly's counsel discussing issues and trying to arrange face to face settlement meeting.	0.30	\$450.00	\$135.00
10/08/2019	Service	JPM	Communications with state guardianship compliance office re status of their investigation.	0.20	\$450.00	\$90.00
10/09/2019	Service	LM	Telephone call with Detective Ludwig at Metro's abuse and neglect unit regarding setting up conference call.	0.70	\$200.00	\$140.00
10/09/2019	Service	LCP	[REDACTED]			
10/09/2019	Service	JPM	phone conference with clients re possible settlement conference today.	0.50	\$450.00	\$225.00

10/09/2019	Service	JPM	Communication with Kimberly's attorneys re settlement conference.	0.30	\$450.00	\$135.00
10/09/2019	Service	JPM	Prepare for hearing and settlement conference. possible arguments, solutions, possible responses to oppositions filed.	1.10	\$450.00	\$495.00
10/09/2019	Service	LCP	[REDACTED]			
10/09/2019	Service	JPM	Continue preparing for settlement conference. travel to and participate in settlement conference at Kimberly's attorney's office.	2.80	\$450.00	\$1,260.00

Total **\$18,117.06**

Payment (10/14/2019) **-\$18,117.06**

Balance Owing **\$0.00**

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2200 Paseo Verde Parkway, Suite 160
Henderson, Nevada 89052
United States
Phone: 702.731.2333

INVOICE

Invoice # 12748
Date: 10/18/2019

Robyn Friedman
2824 High Sail Ct.
Las Vegas, NV 89117

Guardianship 59: Friedman, Robyn and Simmons, Donna (June Jones)-2019-08-01582

Date	Type	Attorney	Notes	Quantity	Rate	Total
10/10/2019	Service	LM	Drafted notice of intent for Scott Simmons to appear by telephone at the hearing on October 15th (.5); telephone call and leave message for Scott to confirm the telephone number we can reach him at next week (.1).	0.60	\$200.00	\$120.00
10/10/2019	Service	LCP	[REDACTED]			
10/10/2019	Service	JPM	Work on reply to opposition.	0.20	\$450.00	\$90.00
10/10/2019	Service	SJ	[REDACTED]			
10/10/2019	Expense	SJ	Reimbursable expenses: Regular US Mail - Notice of Intent	6.00	\$0.50	\$3.00
10/10/2019	Service	JPM	further work on reply to opposition.	0.20	\$450.00	\$90.00
10/10/2019	Service	JPM	Respond to attorney Ty Kehoe by calling him.	0.10	\$450.00	\$45.00
10/11/2019	Service	JPM	Draft/edit/revise reply to oppositions. Formulate arguments.	1.80	\$450.00	\$810.00
10/11/2019	Service	LM	Review of emails received from client to compel opposing party to provide information and documentation on finances and personal information such as passport and medical records (.20); review guardianship	0.50	\$200.00	\$100.00

			statutes regarding petition for instruction (.3).			
10/11/2019	Service	LCP	Draft Reply to Opposition	4.20	\$300.00	\$1,260.00
10/11/2019	Service	LCP	Draft Reply to Opposition	0.50	\$300.00	\$150.00
10/11/2019	Service	LM	Prepare response to counter petition for guardianship (.8); filing response before Tuesday's hearing and preparing a notice of move (.2); prepared a notice of move; efiled and eserved same with the court (.4).	1.40	\$200.00	\$280.00
10/11/2019	Service	LCP	Work on Reply to Opposition	1.70	\$300.00	\$510.00
10/11/2019	Service	JPM	Phone conference with attorney Ty Kehoe trying to resolve issues.	1.60	\$450.00	\$720.00
10/11/2019	Service	JPM	Later phone conferences with clients.	0.50	\$450.00	\$225.00
10/12/2019	Service	JPM	Review numerous pleadings and communications and draft/edit/revise response pleading. Communications with client and team re the same.	3.50	\$450.00	\$1,575.00
10/13/2019	Service	LCP	Work on Reply to Opposition	2.60	\$300.00	\$780.00
10/13/2019	Service	JPM	Review some emails and direct team on draft of response.	0.20	\$450.00	\$90.00
10/14/2019	Service	LCP	Work on Reply to Oppositions	1.50	\$300.00	\$450.00
10/14/2019	Service	LCP	Gather and assemble documents that will be attached as exhibits to Reply	0.90	\$300.00	\$270.00
10/14/2019	Service	LCP	Review and accept JPM's revisions to Reply to Opposition	0.50	\$300.00	\$150.00
10/14/2019	Service	LM	Telephone call with Robyn Friedman and Donna to sign the respective verification pages to reply (.3); draft order granting petition for appointment of general guardian. (1.7)	2.00	\$200.00	\$400.00
10/14/2019	Service	LCP	Email from R. Friedman requesting revisions to Reply (.1); revisions made per her request (.5)	0.60	\$300.00	\$180.00
10/14/2019	Service	SJ	[REDACTED]			
10/14/2019	Expense	SJ	Reimbursable expenses: Regular US Mail – Notice of Intent	6.00	\$0.50	\$3.00
10/14/2019	Service	JPM	Draft/edit/revise supplement and prepare arguments for hearing tomorrow.	2.50	\$450.00	\$1,125.00
10/15/2019	Service	LM	Receipt of email from Geri Tomich regarding scheduling a 2:00 p.m. meeting with JPM (.2); respond to same and calendar (.2).	0.40	\$200.00	\$80.00

10/15/2019	Service	LM	Telephone call with Sharon Coates regarding latest version of the care plan approved by the Nevada Legislature (.2); receipt and review of Rule 6 the initial guardianship care plan rule (.2).	0.40	\$200.00	\$80.00
10/15/2019	Service	LCP	[REDACTED]			
10/15/2019	Service	LM	Prepared supplement to reply to oppositions to include executed verification of clients (.4); efiled and mailed same (.2).	0.60	\$200.00	\$120.00
10/15/2019	Service	JPM	Prepare for hearing. Participate in hearing including client conferences and negotiations.	5.20	\$450.00	\$2,340.00
10/15/2019	Service	JPM	Phone conference with real estate attorney Geri Tomich re next steps.	0.20	\$450.00	\$90.00
10/15/2019	Service	JPM	email counsel for Kimberly re order.	0.10	\$450.00	\$45.00
10/16/2019	Service	SJ	[REDACTED]			
10/16/2019	Expense	SJ	Reimbursable expenses: Regular US Mail - Supplement To Reply To Oppositions	6.00	\$0.50	\$3.00
10/16/2019	Service	JPM	Confer with counsel for Kimberly re guardianship order and outcome of hearing.	0.20	\$450.00	\$90.00
10/18/2019	Service	LM	Review court file for order regarding hearing; calendared evidentiary hearing and return hearing on investigator's report.	0.20	\$200.00	\$40.00
					Total	\$13,422.00
					Payment (10/20/2019)	-\$13,422.00
					Balance Owning	\$0.00

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EXHIBIT 2

	invoice total	redacted amount	date	reason	reimbursable amount
#12460	\$ 5,200.00				
		\$ 60.00	8/21/2019	admin	
		\$ 80.00	8/23/2019	office conference	
		\$ 160.00	8/28/2019	office conference	
	total redacted	\$ 300.00			\$ 4,900.00
#12560	10840.5				
		\$ 4.00	9/5/2019	admin	
		\$ 4.00	9/5/2019	admin	
		\$ 4.00	9/5/2019	admin	
		\$ 260.00	9/6/2019	research	
		\$ 22.50	9/6/2019	research	
		\$ 150.00	9/6/2019	office conference	
		\$ 30.00	9/9/2019	admin	
		\$ 60.00	9/9/2019	office conference	
		\$ 105.00	9/9/2019	office conference	
	total redacted	\$ 639.50			\$ 10,201.00
#12595	20444.6				
		\$ 20.00	9/10/2019	admin	
		\$ 120.00	9/12/2019	office conference	
		\$ 225.00	9/13/2019	office conference	
		\$ 150.00	9/19/2019	admin	
		\$ 80.00	9/20/2019	admin	
		\$ 8.00	9/23/2019	admin	
	total redacted	\$ 603.00			\$ 19,841.60

#12720

18117.06

\$ 60.00	10/1/2019	office conference	
\$ 210.00	10/2/2019	office conference	
\$ 990.00	10/2/2019	admin/attorney support	
\$ 140.00	10/3/2019	admin	
\$ 12.00	10/3/2019	admin	
\$ 12.00	10/3/2019	admin	
\$ 60.00	10/7/2019	office conference	
\$ 60.00	10/7/2019	office conference	
\$ 60.00	10/7/2019	office conference	
\$ 180.00	10/7/2019	office conference	
\$ 210.00	10/8/2019	research	
\$ 360.00	10/8/2019	office conference	
\$ 300.00	10/9/2019	office conference	
\$ 750.00	10/9/2019	attorney support	
total redacted			\$ 14,773.06

#12748

13422

\$ 30.00	10/10/2019	admin	
\$ 8.00	10/10/2019	admin	
\$ 12.00	10/14/2019	admin	
\$ 1,050.00	10/15/2019	attorney support	
\$ 8.00	10/16/2019	admin	
total redacted			\$ 12,314.00

total fees and costs requested for reimbursement

\$ 62,029.66

costs requested for reimbursement

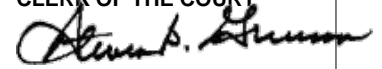
\$ 3.50	9/5/2019
\$ 2.50	9/5/2019
\$ 3.50	9/19/2019
\$ 89.60	9/20/2019
\$ 3.50	9/20/2019
\$ 6.50	9/23/2019
\$ 3.50	9/23/2019
\$ 50.00	9/23/2019
\$ 3.50	9/26/2019
\$ 20.00	9/26/2019
\$ 4.50	10/3/2019
\$ 5.00	10/3/2019
\$ 60.06	10/4/2019
\$ 10.00	10/7/2019
\$ 3.00	10/10/2019
\$ 3.00	10/14/2019
\$ 3.00	10/16/2019

total costs

\$ 274.66

total fees [invoice total minus costs]

\$ 61,755.00



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,*
13 *Guardian of Kathleen June Jones*

DISTRICT COURT**CLARK COUNTY, NEVADA**

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

16 KATHLEEN JUNE JONES

17 An Adult Protected Person.

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

18 **EX-PARTE APPLICATION FOR ORDER SHORTENING TIME ON GUARDIAN**
19 **KIMBERLY JONES' PETITION TO RELOCATE PROTECTED PERSON AND**
20 **TRANSFER GUARDIANSHIP**

21 Plaintiff, Kimberly Jones, as Guardian of the Person and Estate of Kathleen June Jones,
22 through the law firm of Marquis Aurbach Coffing, hereby submits this Order Shortening Time
23 on its Petition to Relocate Protected person and Transfer Guardianship ("Petition"). Upon the
24 Declaration of James A. Beckstrom, Esq., and good cause appearing therefore.

25 **DECLARATION OF JAMES A. BECKSTROM, ESQ.**
26 **IN SUPPORT OF ORDER SHORTENING TIME**

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

- 28 1. I am an attorney with the law firm of Marquis Aurbach Coffing, counsel for
Plaintiff Kimberly Jones in the above-stated action.
2. I am duly licensed to practice law in the State of Nevada and have personal
knowledge of and I am competent to testify concerning the facts herein.
3. On March 26, 2021, I filed a Petition to Relocate Protected Person and Transfer
Guardianship. See Petition, on file.

4. The Petition was well known to the parties and this Court as being extremely time-sensitive, as it was based on the Protected Person having to immediately vacate her current residence in Las Vegas pursuant to terms of a settlement agreement.

5. In an effort to globally resolve this issue, which was previously consented to by all interested parties, the Petition was filed with attendance at a court supervised settlement conference on March 30, 2021.

6. The settlement conference did not resolve the Petition.

7. Worse, based on repeated affirmations from interested parties in this case, the Protected Person's rental property (the proposed situs for relocation) was cleared of its paying tenant (to avoid having to provide 60 days' notice and evict the tenant) and all of the Protected Person's furnishings were packed for a move to occur on or around April 1, 2021.

8. As it stands, the Protected Person is now losing over \$2,000 a month in rental income, with her rental property empty and ready for relocation.

9. The Protected Person needs and wants to relocate immediately.

10. As a result, the Petition on Relocation and the Transfer must be heard on shortened time. Due to scheduling limitations of counsel and the fact that all of the Protected Person's belongings are packed in a moving truck, a hearing date of **April 3, 2021** is sought.

Pursuant to NRS § 53.045, I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Dated this 31st day of March, 2021.

/s/ James A. Beckstrom
James A. Beckstrom, Esq.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION AND LEGAL ARGUMENT

The instant Petition is no surprise and has been contemplated by the family for some time. Kimberly Jones ("Kimberly"), Guardian of June Jones ("June") hereby seeks an order of this Court for the relocation of June from Las Vegas to Anaheim, California. This relocation is in

1 the best interests of June and necessary based on the totality of the circumstances. Notably,
2 resolution of June's civil lawsuit pertaining to her current residence in Las Vegas has resolved,
3 with her waiving claims to ownership of that property in return for a financial payment. This has
4 left June in a situation where she no longer has an ownership interest in any real property in
5 Nevada. The termination of this ownership interest, as presented to this Court on a number of
6 prior occasions is coming up very quickly—June's move-out date was expected to be April 1,
7 2021.

8 This move was universally consented to over a number of court hearings by all parties
9 involved. Substantial discussions regarding the move being in the best interest of June have
10 already taken place. Despite this, in an effort to globally resolve this issue, among others, on
11 March 30, 2021 the parties engaged in a settlement conference where this issue was to be front
12 and center of discussions. The settlement conference did not resolve the Petition.

13 Worse, based on repeated affirmations from interested parties in this case, the Protected
14 Person's rental property (the proposed situs for relocation) was cleared of its paying tenant (to
15 avoid having to provide 60 days' notice and evict the tenant) and all of the Protected Person's
16 furnishings were packed into a moving truck, for a move set to occur on or around April 1, 2021.

17 As it stands, the Protected Person is now losing over \$2,000 a month in rental income,
18 with her rental property empty. The Protected Person also has all of her furnishings packed for a
19 move, which must occur to avoid exorbitant monthly rent at her current home.

20 With this requested relocation is the concurrent request to transfer this Guardianship to
21 the Court with jurisdiction over June's proposed new domicile, the Orange County Superior
22 Court. Transfer is sought in a phased approach pursuant to NRS 159.2023, wherein Kimberly
23 seeks a provisional order authorizing Kimberly to file for a Conservatorship in Orange County.
24 Thereafter, once the appropriate case has been opened, Kimberly seeks termination of this
25 Court's jurisdiction in ordinary course to finalize June's permanent transition. The Protected
26 Person needs and wants to relocate immediately and it is necessary for this Court to hear this
27 matter on shortened time.

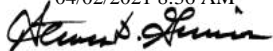
1 **II. CONCLUSION**

2 For the foregoing reasons, an order shortening time is necessary.

3 DATED this 31st day of March, 2021.

4 MARQUIS AURBACH COFFING

5
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,
14 Guardian of Kathleen June Jones


CLERK OF THE COURT

Marquis Aurbach Coffing
Geraldine Tomich, Esq.
Nevada Bar No. 8369
James A. Beckstrom, Esq.
Nevada Bar No. 14032
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Las Vegas, Nevada 89145
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jbeckstrom@maclaw.com
*Attorneys for Kimberly Jones,
Guardian of Kathleen June Jones*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

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

KATHLEEN JUNE JONES

An Adult Protected Person.

**ORDER GRANTING EX-PARTE APPLICATION FOR ORDER SHORTENING TIME
ON GUARDIAN KIMBERLY JONES' PETITION TO RELOCATE PROTECTED
PERSON AND TRANSFER GUARDIANSHIP**

IT IS HEREBY ORDERED, ADJUDGED, and DECREED that the time for hearing of the above-entitled matter will be shortened and will be heard in the interests of judicial economy on the 6th day of April, 2021, at the hour of 10:00 a.m. in Department B of the Eighth Judicial District Court, located at the Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada 89155.

Dated this 2nd day of April, 2021



DISTRICT COURT JUDGE
94B 3D7 4170 E594
Linda Marquis
District Court Judge

MARQUIS AURBACH COFFING

By /s/ James A. Beckstrom
Geraldine Tomich, Esq.
Nevada Bar No. 8369
James A. Beckstrom, Esq.
Nevada Bar No. 14032
10001 Park Run Drive
Las Vegas, Nevada 89145
*Attorneys for Kimberly Jones,
Guardian of Kathleen June Jones*

1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA
4

5
6 In the Matter of the Guardianship of: CASE NO: G-19-052263-A
7 Kathleen Jones, Protected DEPT. NO. Department B
8 Person(s)
9

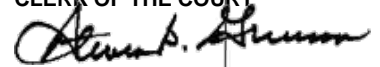
10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 4/2/2021

15 Kelly Easton	kellye@sylvesterpolednak.com
16 Cheryl Becnel	cbecnel@maclaw.com
17 Laura Deeter, Esq.	laura@ghandilaw.com
18 Faydra Ross	fr@ghandilaw.com
19 Lenda Murnane	lenda@michaelsonlaw.com
20 James Beckstrom	jbeckstrom@maclaw.com
21 Ty Kehoe	TyKehoeLaw@gmail.com
22 Jeffrey Sylvester	jeff@sylvesterpolednak.com
23 Maria Parra-Sandoval, Esq.	mparra@lacs.org
24 Kate McCloskey	NVGCO@nvcourts.nv.gov
25 Sonja Jones	sjones@nvcourts.nv.gov
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**DISTRICT COURT
CLARK COUNTY, NEVADA**

IN THE MATTER OF THE GUARDIANSHIP)
OF THE PERSON AND ESTATE OF:)
Kathleen June Jones,)
An Adult Protected Person.)

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

**ROBYN FRIEDMAN AND DONNA SIMMONS' OPPOSITION TO PETITION TO
RELOCATE PROTECTED PERSON AND TRANSFER GUARDIANSHIP**

☒ NOTICES / SAFEGUARDS

☒ Blocked Account

☐ Bond Posted

☐ Public Guardian Bond

☒ GENERAL GUARDIANSHIP

☐ Person

☐ Estate

☒ Person and Estate

☐ Summary Admin.

Robyn Friedman and Donna Simmons (hereinafter "Robyn" and "Donna"), interested persons and former temporary guardians, by and through the law firm, Michaelson & Associates, Ltd., respectfully submit to this Honorable Court this Opposition to Petition to Relocate Protected Person and Transfer Guardianship ("Petition to Relocate") filed by Kimberly Jones ("Kim" or the "Guardian") on March 26, 2021; and represent the following to this Honorable Court:

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

1. The Guardian's Petition to Relocate requests this Court's blessing to relocate Ms. Jones to Anaheim, California. While Robyn and Donna do not object to relocating Ms. Jones to Anaheim under the right circumstances and with the right information before this Honorable Court, the Guardian must supply the Court with basic information for the Court to make an informed decision. This is not a discussion of what Robyn and Donna want, but rather a question of whether the Court can reasonably evaluate whether Ms. Jones' best interests and rights are assured and protected and whether the guardianship estate can meet Ms. Jones' needs and expenses. To date, the Guardian grudgingly interspersed small amounts of tangential data – some data points are remotely relevant, and others are irrelevant - across several different filings over the last year, but the Court and Ms. Jones need a clear understanding of the Guardian's plan supported by an updated inventory, budget, accounting, and care plan. This clarity is routinely required of other guardians in many other cases before this Court, and should especially be required in this matter given this guardian's penchant for noncooperation and ignoring this Court's directives, not the least of which is to respond to the guardianship compliance office's request for updated and corrected information. Without this information, the Court is asked to rubber-stamp a partial, vague, and inadequate plan on a rush-basis without the Guardian following the norms of guardianship law.

2. Moreover, the Court should seriously consider sua sponte removing Kim as guardian. The Guardian pre-maturely relocated Ms. Jones from the Kraft home and willingly chose not to provide notice to interested parties in violation of Nevada law. While Kim mentioned

1 at the Settlement Conference that she may be packing Ms. Jones' belongings before the move-out
2 date, Kim never had court authorization to pack all of Ms. Jones' belongings into a moving truck
3 and, as far as Robyn and Donna can tell, relocate Ms. Jones' belongings to California or whether
4 else Kim will not disclose before this Court adjudicates the Petition to Relocate. The Guardian's
5 violation of statutes combined with her habitually refusal to provide basic information and
6 documents required by statute and continual isolation of Ms. Jones must force this Court to
7 consider removal of Kim as guardian of the person and estate of Ms. Jones.

8 **II. STATEMENT OF RELEVANT FACTS**

9 **A. Kim Provides Some Relevant Information in the 2019 Inventory, 2020**
10 **Budget, and First Annual Accounting.**

11 2. After reluctantly accepting her appointment as guardian¹ of the estate and person
12 of Kathleen Jones ("Ms. Jones") and the oversight of this Court, Kim filed an Inventory,
13 Appraisal, and Record of Value ("2019 Inventory") on December 13, 2019. In the 2019 Inventory,
14 Kim stated to the Court that Ms. Jones had a total of three assets: a single bank account with an
15 estimated value of \$159.44; the home located at 1054 S. Verde Street, Anaheim, California (the
16 "Anaheim home"); and a 2018 Chevrolet Equinox valued at \$7,000.

17 3. After repeated requests from Robyn and Donna, on February 12, 2020, Kim
18 provided a Monthly Budget (the "2020 Budget"). The 2020 Budget stated that Ms. Jones' monthly
19 income included two sources (Social Security at \$1,536.00 and rental income at \$1,200) for a
20 total of \$2,736.00. The Monthly Budget estimated that Ms. Jones' monthly expenses totaled
21

22
23 ¹ Kim vigorously opposed the appointment of any guardian despite the clear need for the Court's
24 protection of Ms. Jones at the outset of this matter as this Court has recognized repeatedly.

1 \$2,588.84. Accordingly, the Monthly Budget showed a net positive for the guardianship estate at
2 approximately \$147.16.

3 4. On December 21, 2020, Kim provided the First Annual Accounting
4 ("Accounting"). The Accounting covered the time period January 30, 2020 to November 23,
5 2020. The Accounting showed a total income of \$28,960 and total expenses of \$51,507.25 for a
6 loss of \$22,547.25 during the time period. The majority of the income came from two sources:
7 Social Security (\$15,360) and Rental Receipts for the Anaheim Home (\$9,900). Moreover, the
8 Accounting included the following assets: the Anaheim Home (valued at \$610,000) and two Bank
9 of America accounts totaling \$32,074.54. The Accounting further noted the mortgage on the
10 Anaheim Home was \$160,752.11. The Accounting did not include supporting documentation or
11 receipts.

12 **B. Kim Provides Some Relevant Information in the Petition to Relocate and**
13 **March 2021 Status Memo.**

14 5. Despite numerous out-of-Court requests to provide some semblance of a plan on
15 prior occasions, Kim as guardian waited until filing her Petition to Relocate and "status update"
16 to the Court to provide some scant and disjointed information. The Petition to Relocate states
17 that Ms. Jones receives \$2,500 per month in rental income from the Anaheim Home. *See* Petition
18 to Relocate at ¶ 2. That lease was terminated to allow Ms. Jones to relocate to the home. *Id.*
19 Accordingly, Ms. Jones' annual income will decrease by \$30,000.

20 6. The Petition to Relocate also includes some of the monthly expenses associated
21 with the Anaheim Home: \$820 per month for the mortgage and utilities estimated at \$500 per
22

1 month. *Id.* at ¶ 4. Kim proposes that Ms. Jones will pay \$250 per month (half of utilities) and Kim
2 will pay \$1,070 per month (mortgage + half of utilities) to live in the Anaheim Home. *Id.* at ¶ 5.

3 7. The Petition to Relocate includes some information about how Ms. Jones' medical
4 needs will be taken care of. Kim proposes that she will try to reestablish medical care for Ms.
5 Jones at the University California Irvine Medical Center where she previously treated while living
6 in Anaheim and otherwise generally refers to the quality medical care in the area. *Id.* at p. 5:14-
7 24.

8 8. The Petition to Relocate also proposes moving Ms. Jones to a short-term rental in
9 Norco, California at \$100 per day if there is a short gap between the tenants of the Anaheim Home
10 vacating the property and the April 1, 2021 moving date. *Id.* at p. 6:10-17.

11 9. The Petition to Relocate has a proposed Lease Agreement attached for Kim to rent
12 a room from Ms. Jones at the Anaheim Home. *See* Kim's Exhibit 2 to the Petition to Relocate.
13 The proposed Lease Agreement is only between Ms. Jones and Kim for a one-year period at
14 \$820.00 per month. *Id.*

15 10. On March 29, 2021, Kim filed a Memorandum of Status (the "Status Memo") that
16 included an appraisal for the Anaheim Home for \$610,000. *See* Status Memo, Exhibit 1. The
17 appraisal itself states that it is not to be used to establish market value of the Anaheim Home.
18

19 **C. Kim Provided Some Details About a Care Plan Across a Few Court Filings.**

20 11. Despite numerous out of Court requests, her Master's degree in gerontology, and
21 past employment that required care plans for release of patients from facilities, Kim has not filed
22 a separate proposed care plan in this matter though she claims particularized expertise in
23 formulating and providing care plans professionally. Petitioners, on the other hand, paid for and
24

1 filed a care plan within days of their appointment as temporary guardians when Kim refused to
2 serve as guardian. *See* Proposed Care Plan filed in this matter on October 2, 2019.

3 12. The Status Memo states that Kim will “start the process to qualify June for
4 Medicaid.” *See* Status Memo at ¶ 5. The Status Memo also includes a discussion and exhibits
5 showing many obscure data points for Ms. Jones’ previous medical care, a list of her current
6 medical diagnoses and medications, and a status on her vaccinations. *Id.* at ¶ 4; *see also* Exhibits
7 2-3 attached to the Status Memo.

8 13. On March 29, 2021, in response to filings by Petitioners, Kim filed a Reply
9 supporting her Petition for Guardian Fees and Attorney’s Fees that provided some scant additional
10 information relevant to a potential care plan. Kim plans, in the future, to look into enrolling Ms.
11 Jones in Medi-Cal to cover caregiver costs. *See* Kim’s Reply filed March 29, 2021 (the “Fees
12 Reply”) at p. 6:12-20.

13 **D. Kim Provides No Plan for Assisting Ms. Jones with Visits and**
14 **Communications with Family and Friends**

15 14. Kim’s proposed plan for how Ms. Jones will visit and communicate with family
16 and friends is found in one paragraph of the Status Memo. Kim’s proposed plan is: “Family and
17 friends are free to come over.” *See* Status Memo at ¶ 7. But Kim wants everyone to know,
18 including the Court, that she “will not be ordered to leave her house” during any family or friends
19 visits with Ms. Jones. *Id.* This, as with many things Kim does, is curious for many reasons
20 including the fact that the home is not Kim’s, and the fact that Kim is well aware of the acrimony
21 she has caused with many members of the protected person’s family. This shows once again how
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1 Kim puts her personal agenda in front of her fiduciary and professional duty to the protected
2 person.

3 **E. Kim Already Moved Ms. Jones Out of the Kraft Home Without Court**
4 **Authorization.**

5 15. Ms. Jones has been residing at the home located at 6277 Kraft Avenue, Las Vegas,
6 Nevada (the "Kraft Home"). Upon information and belief, Kim already moved Ms. Jones from
7 the Kraft Home. On Thursday, April 1, 2021, Robyn left a voicemail for Ms. Jones and sent text
8 messages to Ms. Jones and Kim to schedule an Easter visit with Ms. Jones. Ms. Jones and Kim
9 did not respond that day. Robyn had a basket delivered for Ms. Jones that day. The delivery person
10 reported to Robyn that the home appeared vacant with the door mat gone, all blinds closed, and
11 no lights on.

12 16. When Robyn still did not hear anything on Friday, April 2, 2021, she began to fear
13 for Ms. Jones' safety. Robyn sent several text messages to Kim asking to know the location of
14 Ms. Jones, where Ms. Jones' belongings were, and asking to schedule a time to see Ms. Jones on
15 Easter. Robyn turned to her counsel when she continued to get no answers from Kim Friday
16 afternoon. Counsel emailed Kim's counsel, Ms. Jones' counsel, and the guardian ad litem. *See*
17 *copy of thread of emails attached as Exhibit 1.* While drafting the email, Robyn reported to her
18 counsel that Kim finally responded with a terse text message, "Calm down. She's at Denny's in
19 Las Vegas."

20
21 17. At 3:40 p.m., counsel for Robyn sent the email and asked for Kim to coordinate
22 for Ms. Jones to visit with Robyn on perhaps one of Ms. Jones' final weekends living in Las
23 Vegas. At 3:54 p.m., counsel for Kim responded with an email oozing with condescending

1 critiques of Robyn's counsel's lawyering skills while providing a false narrative about how
2 Robyn's "version of events is wrong" and that Kim actually offered to drop Ms. Jones off at
3 Robyn's home for the weekend even in spite of threats from Robyn – that if Robyn's counsel did
4 his job right then he would have learned about this for himself. At 4:19 p.m., counsel for Robyn
5 responded with a text message from Kim sent to Robyn at 3:49 p.m. that afternoon. In that text
6 message, Kim said that Ms. Jones wanted to see Teri for Easter, but that was not going to happen.
7 Alternatively, on Friday, Kim offered to drop Ms. Jones off at Robyn's home for the entire
8 weekend. Notably, Kim did not text Robyn with this offer until 9 minutes after counsel for Robyn
9 emailed Kim's counsel and only 5 minutes before Kim's counsel emailed Robyn's counsel with
10 his condescending insults. Seeing that his own version of events was in error, counsel for Kim
11 responded with a mere, "It seems as if your client should say, "Yes." Great. I wish everyone a
12 happy Easter." Additionally, Kim stopped responding to Robyn after Robyn asked to immediately
13 see Ms. Jones on Friday and then again on Sunday.
14

15 18. Later that afternoon at 4:41 p.m., Robyn's counsel emailed Kim's counsel, Ms.
16 Jones' counsel, and the guardian ad litem to confirm where Ms. Jones was staying for the weekend
17 because Kim refused to answer Robyn and would only say that Ms. Jones was at Denny's. Kim's
18 counsel responded that "[t]his was getting a bit over the top. They are staying at a local hotel. I
19 can get the name of it. My understanding is if Robyn's schedule doesn't allow for it, Kimberly is
20 going to go to California to try to see Donna." Robyn's counsel responded that his clients are both
21 concerned that Kim did not have a place for Ms. Jones to stay for the weekend and asked for
22 video proof of Ms. Jones' lodgings for the night and the foreseeable future until the Court resolves
23 the petition to relocate. Kim's counsel responded that he was "done with this" and could not be
24

1 bothered to provide further information about Ms. Jones' lodgings pending this Petition to
2 Relocate.

3 19. Kim eventually told Robyn that she and Ms. Jones "were at" the Santa Fe Hotel
4 and they both had beds Friday night. Friday evening, Robyn was able to speak with Ms. Jones by
5 telephone. When Robyn started asking further questions about where Ms. Jones' belongings were,
6 the call ended with someone hanging up on Robyn. Upon information and belief, Kim had Ms.
7 Jones hang up to avoid answering Robyn's questions.

8 20. The lack of answers from Kim and her counsel made Robyn and Donna both afraid
9 for their mother's safety. Friday night, Robyn and her husband Perry began driving to the Santa
10 Fe hotel in Las Vegas, after informing Kim they were on their way over. On their way, having
11 received no response from Kim, Robyn called the Santa Fe Hotel to find out what room Ms. Jones
12 was staying in. The front desk receptionist for the hotel said the hotel did not have a reservation
13 that night under the names of Kathleen Jones, Kimberly Jones, or Dean Loggans. Unable to locate
14 Ms. Jones, Robyn and Perry went home. Furthermore, the Santa Fe Hotel informed Robyn that
15 the hotel does not allow dogs which further creates the question of the current whereabouts of
16 Ms. Jones' dog and constant companion.
17

18 21. On Saturday, April 3, 2021, Robyn's counsel received an email from Ms. Jones'
19 counsel that Ms. Jones was staying at the Santa Fe Hotel. The plan was for Robyn to take Ms.
20 Jones for the entire weekend. If not, then Kim would see about Donna taking Ms. Jones for the
21 weekend. Robyn's counsel responded that Robyn and Donna do not believe that Kim or Ms. Jones
22 stayed at the Santa Fe Hotel Friday night. Moreover, Kim never responded to Robyn's Friday
23 requests to see Ms. Jones. Furthermore, Kim's last-minute offers to drop Ms. Jones off with
24

1 Robyn and Donna deprived both of adequate time to cancel the other family and friends already
2 going to their homes for Easter weekend.

3 22. On April 5, 2021, Donna went to the Anaheim home. She spoke to one of the
4 neighbors who said that Kim and Dean were at the Anaheim home on Saturday, April 3, 2021
5 with a U-Haul moving truck. Dean told the neighbor that Kim and Dean were moving in and
6 would be there for five months or so until they figure things out.

7 **III. LEGAL ARGUMENT**

8 23. Robyn and Donna do not oppose the Guardian's ultimate request for authorization
9 to relocate Ms. Jones to Anaheim, California, once proper information is provided to the Court.
10 However, the Petition to Relocate does not provide this Court with basic information to evaluate
11 whether the guardian's proposed plan is in and will meet the best interests of Ms. Jones. Without
12 that information, the Court cannot determine whether the guardian proposes a plan sufficient to
13 maintain Ms. Jones' safety (i.e., Ms. Jones' physical, medical, financial, and mental safety).
14 Furthermore, Kim relocated Ms. Jones from the Kraft House before this Court could entertain this
15 Petition to Relocate. This Court must consider removing Kim as guardian of the person and/or
16 estate of Ms. Jones due to Kim's violation of guardianship statute, failure to provide sufficient
17 budgets, inventories, accountings, and care plans, and Kim's persistent isolation of Ms. Jones
18 from her children and grandchildren.
19

20 **A. The Petition to Relocate Fails to Provide Statutorily Required Information.**

21 24. The Petition to Relocate is statutorily required to include:

- 22 (a) The name, age, residence and address of the protected person;
23 (b) A concise statement as to the condition of the estate of the protected person;

1 (c) A concise statement as to the advantage to the protected person of or the
necessity for the proposed action;

2 (d) The terms and conditions of any proposed sale, lease, partition, trust, exchange
or investment, and a specific description of any involved.

3 *See* NRS 159.113(3)(a)-(d). A guardian has a duty to “locate an appropriate residence for the
4 protected person based on the financial situation and needs of the protected person, including,
5 without limitation, any medical needs or needs relating to his or her care.” NRS 159.079(1)(a).

6
7 25. In a petition to relocate a protected person outside of Nevada, the guardian “must
8 show that the placement outside of this State is in the best interest of the protected person or that
9 there is no appropriate residence available for the protected person in this State.” NRS 159.079(5).
10 The guardian’s duty to supply the court with financial information about the move is not only for
11 the benefit of the protected person. The Court must evaluate the “extent of the estate of the
12 protected person” – to ensure the guardianship estate can afford the relocation and that the
13 guardian does not incur expenses that the estate cannot reimburse the guardian for. *See* NRS
14 159.079(2).

15 26. The Petition to Relocate does not include the statutorily required information
16 concerning the extent of the guardianship estate. In fact, there is little mention about the
17 guardianship estate except for potential expenses. Combined with Kim’s pending Petition for
18 Fees, the Court is left guessing about how the guardianship estate will pay for Ms. Jones’ monthly
19 expenses, Kim’s proposed guardian and caregiver fees, and Kim’s requested attorney’s fees, not
20 to mention large reimbursements owed to Robyn and Donna Friedman for monies advanced to
21 the guardianship estate about which the guardian and her counsel are keenly aware, but have
22 chosen not to even mention to the Court.
23

1 27. As shown in the Statement of Facts above, the larger issue is that Kim spreads
2 small amounts of vital information over hundreds of pages of court filings that requires that the
3 Court and interested parties to hunt through the voluminous filings to piece together for
4 themselves any resemblance of a plan for Ms. Jones. The purpose of NRS 159.113(3) is to have
5 the guardian provide a single, succinct document to allow the Court a reasonable opportunity to
6 evaluate whether the relocation to another state is in the best interest of Ms. Jones and whether
7 there is no other appropriate residence for Ms. Jones in Nevada.

8 **B. The Court Needs a Statutorily Conforming Accounting to Make an**
9 **Appropriately Informed Decision.**

10 28. An accounting is statutorily required to include the following information:

- 11 (a) The period covered by the account;
12 (b) The assets of the protected person at the beginning and end of the covered
13 period, including the beginning and ending balances of the accounts;
14 (c) All cash receipts and disbursements during the period covered by the account,
15 including any disbursements for the support of the protected person or other
16 expenses incurred by the estate during the period covered by the account;
17 (d) All claims filed and the action taken regarding the account;
18 (e) Any changes in the property of the protected person due to sales, exchanges,
19 investments, acquisitions, gifts, mortgages or other transactions which have
20 increased, decreased or altered the property holdings of the protected person as
21 reported in the original inventory or the preceding account, including any
22 income received during the period covered by the account;
23 (f) Any information the guardian considers necessary to show the condition of the
24 affairs of the protected person; and
25 (g) Any other information required by the court.

See NRS 159.179(1). The Court must hold a hearing before entering an order allowing and
confirming the account. NRS 159.181(2). Any interested party can object to the account. NRS
159.181(1).

1 29. Kim's first and only filed Accounting lacks statutorily required information that is
2 necessary to evaluate the best interests of Ms. Jones and the extent of the guardianship estate. The
3 Accounting does not include the beginning and ending balances of Ms. Jones' bank accounts or
4 cash receipts and disbursements from the guardianship estate. The Accounting also does not
5 provide any information to show how the guardianship estate can afford the \$22,547.25 deficit.

6 30. Moreover, this Court has not held a hearing to confirm the Accounting that further
7 illustrates how the Court is deprived of statutorily required opportunities to evaluate the best
8 interests of Ms. Jones and the extent of the guardianship estate.

9 31. The guardianship compliance office noted many deficiencies and irregularities in
10 Kim's scant accounting and as usual despite repeated in-court and out-of-court requests, Kim
11 steadfastly refuses to update the information. Normally, a guardian who desires to move the
12 protected person out of state in a contested matter would as a matter of course offer updated
13 information in a professional manner without being asked simply in hopes of ensuring an easy
14 and favorable decision by the Court, to avoid or reduce acrimony with interested parties and to
15 not incur the Court's displeasure. None of these considerations are important to Kim or her
16 attorney.
17

18 **C. The Court Requires Further Information About the Proposed Lease**
19 **Agreement to Make a Statutorily Informed Decision.**

20 32. A guardian must petition the Court for an order authorizing the guardian to lease
21 any property of the protected person. NRS 159.113(1)(f).

22 33. A guardian's reasons for leasing property are limited to the following:

- 23 (i) For the purpose of paying claims against the protected person, the guardianship
24 estate or the guardian of the estate.

- (ii) For the purpose of providing for the proper care, maintenance, education and support of the protected person and any person to whom the protected person owes a legal duty of support.
- (iii) For the purpose of investing the proceeds.
- (iv) To obtain income through rentals or royalties.
- (v) For any other purpose that is in the best interests of the protected person.

See NRS 159.127.

34. A petition for approval of a lease must include: "(i) the parcel number assigned to the property to be leased and the physical address of the property, if any; and (ii) must set forth the proposed fixed rental, the duration of the lease and a brief description of the duties of the proposed lessor and lessee." NRS 159.161(1). The Court must be persuaded "that the lease is for the best interests of the protected person and the estate of the protected person" before the Court may enter an order authorizing the guardian to enter into the lease. NRS 159.161(2).

35. Kim's proposed Lease Agreement between her and Ms. Jones leaves much unexplained. Upon information and belief, Kim intends to have her boyfriend Dean Loggans ("Dean") live at the Anaheim Home with her. The Lease Agreement does not mention Dean at all or whether Ms. Jones, as lessor, even consents to this living arrangement. Moreover, Kim has provided no proposed Lease Agreement between Ms. Jones and Dean. Furthermore, Kim lacks statutory power to unilaterally allow Dean to live rent-free in Ms. Jones' home without this Court's authorization. In fact, Kim's unapproved agreement to have Dean live with her in Ms. Jones' home violates Nevada law because this rent-free lease does not fall into the limited reasons that a guardian may lease property of a protected person. Without further information, this Court is deprived of vital information to evaluate whether the proposed Lease Agreement is in the best interests of Ms. Jones and the guardianship estate.

36. This is further troubling since Dean's presence in the protected person's home and lack of clarity about his background including any criminal record have been items repeatedly brought up by multiple parties in and out of court throughout these proceedings.

D. The Guardian Needs to Provide a Complete Care Plan to Allow This Court to Determine that Ms. Jones will be Appropriately Cared for in California.

37. To date, Kim has not provided a care plan to this Court. Her recent Status Memo was a data dump and provided a starting point with very tangential and remote in time data points concerning Ms. Jones' past medical treatment, current medications, and vaccine history along with references to potentially re-establishing medical treatment at Ms. Jones' former care providers. But there is little more in terms of actual plans synthesized by the guardian and supported by evidence that the plans can and will be possible and carried out.

38. Additionally, Kim provides no care plan for Ms. Jones in the meantime while Kim tries to re-establish care at Ms. Jones' prior medical providers. Nor does Kim provide a plan how Ms. Jones will receive medical care she Kim's plan to get Ms. Jones into a prestigious medical program fail. Medical providers such as UCI have lengthy waiting lists. Ms. Jones will likely not be accepted, and if she does, it may require a lengthy wait.

E. The Court Requires More Information Regarding the Guardian's Plan to Facilitate Family Visits and Communication to Ensure Ms. Jones' Rights are Protected.

39. The Protected Person's Bill of Rights provide that a protected person has a right to "[r]eceive telephone calls ☐ and have visitors, unless ☐ her guardian and the court determine that ☐ a particular visitor will cause harm to the protected person." NRS 159.328(1)(n).

1 40. Ms. Jones' Guardian ad Litem Elizabeth Brickfield recently provided her report to
2 this Court that Ms. Jones "is very clear that she wants to see all of her children and grandchildren,
3 that she wants to see them in her home, in their homes, on overnights and vacations." See March
4 29, 2021, Report to the Court at p. 2. Ms. Brickfield reported that Ms. Jones " appears to be at
5 that point in time when she will enjoy plans that have been made for her or visits in her home
6 with family members, but that she no longer has the ability to initiate such plans." *Id.* at p. 2-3.
7 Ms. Brickfield advised that "Ms. Jones' guardian should be facilitating and encouraging the
8 mutual desire of parent and child to visit and communicate with each other on a regular basis."
9 *Id.* at p. 3. This is not only for the benefit of Ms. Jones and her other children, but it also allows
10 the caregiver a break. *Id.*

11 41. The guardian provides no plan for how Ms. Jones will be able to visit and
12 communicate with her family and friends. The Petition to Relocate does not provide any relevant
13 plan. The Court will have to go to the Status Memo for any resemblance of a visit and
14 communication plan: "Family and friends are free to come over." See Status Memo at ¶ 7. But
15 Kim "will not be ordered to leave her house" during any family or friends visits with Ms. Jones.
16 *Id.* In other words, Kim still refuses to be responsible for initiating and coordinating plans for Ms.
17 Jones to visit and communicate with her family. This is not appropriate for a person of Kim's
18 alleged education and background. It shows Kim is literally *unable and unwilling* to separate her
19 personal negative feelings towards members of her family from her professional and fiduciary
20 duty as a guardian and caregiver. The guardian is literally using her mother as both sword and
21 shield to provide a roof over the guardian's head and punish those in the family with whom she
22 disagrees. The failure to address visitation is particularly egregious because petitioners have spent
23
24
25

1 outrageous amounts of time, money and emotional capital reaching past visitation and
2 communication agreements with Kim, only to have her violate the agreements, and expressing
3 various other ideas and requests for how visitation and communication could work. All of this is
4 ignored by the guardian both in her conduct and her pleadings. This Court cannot reasonably
5 evaluate whether the relocation to Anaheim will ensure that Ms. Jones' rights to visit and
6 communicate with family will be protected.

7 **F. The Guardian's Plan for Temporary Lodgings Does Not Meet the Statutory**
8 **Requirements for Relocating a Protected Person Out of State.**

9 42. The Guardian asks the Court to authorize a potential short-term relocation of Ms.
10 Jones to Woodspring Extended Stay Suites in Norco, California. The statute requires that the
11 guardian show that there "is no appropriate residence available for the protected person in this
12 State." NRS 159.079(5). Kim provides no information on this issue to allow this Court to make
13 the statutorily required finding that there is no other appropriate short-term residence available
14 for Ms. Jones in Nevada. Indeed, it is highly likely that there are other appropriate residences in
15 Nevada for Ms. Jones in the short-term such as staying with Robyn or other short-term rentals
16 available at no or little cost to Ms. Jones. Robyn has offered repeatedly that her mother can live
17 with her rent-free until the Court is able to properly determine a more permanent setting for Ms.
18 Jones. The guardian ignores this completely and instead suggests self-serving moves that are
19 expensive to the protected person. Accordingly, Robyn and Donna object to the Guardian's
20 request to relocate Ms. Jones in the short-term to the Woodspring Extended Stay Suites.
21

22 **G. The Guardian Fails to Provide a Plan for How the Guardianship Estate can**
23 **Afford Other Large Expenses.**

1 43. Without the information discussed above, the Court lacks information about how
2 Ms. Jones can afford everyday expenses; let alone other large expenses. For example, the
3 guardianship estate was negative in the calendar year 2020. The Petition to Relocate discusses
4 only how the guardianship estate's income is going to dramatically lower from the termination of
5 the current lease on the Anaheim Home and expenses are going to increase with moving costs.
6 Additionally, the Guardian's pending Petition for Fees offers few details for how the guardianship
7 estate can afford to pay Kim's requested past and future caregiver and guardian fees along with
8 Kim's requested attorney's fees.

9 44. Additionally, the guardianship estate owes Robyn \$41,875.24 for funds she
10 advanced to the guardianship estate to initiate the civil case. Kim's Reply incorrectly
11 characterizes those funds as a "gift" to Ms. Jones while contending that Robyn "renege[d]" on an
12 offer to fund the civil case. *See* Kim's March 29, 2021 Reply at p. 11:15-24. This
13 mischaracterization contradicts emails from Kim's counsel confirming that Kim agreed that the
14 funds were an advancement to be repaid by the estate. On May 1, 2020, Kim's counsel emailed
15 Robyn and Donna's counsel with a proposal that included reimbursement of funds advanced by
16 Robyn to the guardianship estate, "As discussed, Kimberly and June are aware and appreciative
17 of Robyn advancing funds to retake the Kraft Avenue Property and obtain relief for June. Upon
18 a favorable judgment in June's favor [. . .] Kimberly supports the Court authorizing
19 reimbursement of these fees and costs to Robyn from the judgment proceeds." *See* Email from
20 James Beckstrom attached as Exhibit 2. The failure to acknowledge this understanding to the
21 Court again shows the guardian's bad faith. Accordingly, Kim must provide an updated
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23
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25

1 inventory, budget, and accounting that assists the Court in evaluating whether the guardianship
2 estate can afford the Guardian's proposed plan.

3 **H. The Guardian Fails to Provide Information About the Guardian's Financial**
4 **Circumstances.**

5 45. Finally, it is important for the Court to have a basic understanding about Kim's
6 financial needs. This matter is unlike the great majority of guardianship cases where the guardian
7 does not live with the protected person and depend on the protected person for support. The Court
8 would not need to have details about Kim's financial needs if Kim lived separately from Ms.
9 Jones. However, information about Kim's basic needs, future plans for work, finances, and money
10 are relevant to this matter because Kim will be dependent on Ms. Jones for housing and other
11 needs. Most guardians in this situation would understand and cooperate in providing some
12 information on this matter.

13 **I. The Guardian Already Relocated Ms. Jones in Violation of Nevada Law.**

14 46. Based on the events over the last weekend, Robyn and Donna believe the Guardian
15 already relocated Ms. Jones from the Kraft Home in violation of NRS 159.079(4).

16 47. "A guardian of the person may, subject to the provisions of subsection 6 and NRS
17 159.0807, establish and change the residence of the protected person at any place within the
18 State." NRS 159.079(4).

19 48. NRS 159.0807 requires a guardian to notify all interested persons if the protected
20 person's residence is change. NRS 159.0807(3)(b). The guardian may only move the protected
21 person on a temporary basis without court permission if "an emergency condition exists pursuant
22 to paragraph (a) of subsection 4." NRS 159.0807(5). NRS 159.0807(4)(a) defines an emergency
23

1 condition as “an emergency condition that presents a risk of imminent harm to the health or safety
2 of the protected person, and the protected person will be unable to return to his or her residence
3 for a period of more than 24 hours.”

4 49. Kim relocated Ms. Jones out of the Kraft home without notice to anyone and
5 before this Court could adjudicate the Petition to Relocate. Moreover, Kim did so when Ms. Jones
6 was under no risk of imminent harm to Ms. Jones’ health or safety – the move-out date from the
7 Kraft Home, per the Petition to Relocate is April 10, 2021. Furthermore, Kim relocated Ms. Jones
8 out of the Kraft home without first providing notice to all interested parties. Indeed, Robyn and
9 Donna only received notification of where Kim was allegedly relocating Ms. Jones after Robyn
10 and Donna’s counsel pressured Kim’s counsel into intervening. Finally, Donna was told by a
11 neighbor at the Anaheim home that Kim and Dean were moving possessions into the Anaheim
12 Home on Saturday April 3, 2021. Upon information and belief, they were moving Ms. Jones’
13 belongings into the home. And Robyn and Donna do not believe that Ms. Jones stayed at the
14 Santa Fe Hotel at any time April 3-5. Accordingly, Kim violated the statute and relocated Ms.
15 Jones without court authorization and required notice to interested persons.
16

17 50. Moreover, Kim gave Robyn a choice on Friday, April 2, 2021 to either care for
18 Ms. Jones for 3 days straight or not at all. Robyn asked for one hour with Ms. Jones immediately
19 on Friday and then again for a visit on Sunday. Kim stopped responding. Kim also offered Donna
20 the same all-or-nothing time caring for Ms. Jones but stopped responding to Donna after the offer.

21 51. Additionally, either Kim or Ms. Jones represented to Ms. Jones’ counsel that they
22 were staying in Nevada at the Santa Fe Hotel. That is false. Santa Fe Hotel had no reservations
23 this week for Kathleen Jones, June Jones, Kimberly Jones, or Dean Loggans. Moreover, the Santa
24

1 Fe Hotel does not allow dogs to stay there. Dean and Kim were spotted at the Anaheim Home on
2 Saturday moving belongings into the home. Robyn spoke with Ms. Jones briefly on the telephone
3 on Saturday wherein Ms. Jones said she was in California at one of Kim's friend's home. The
4 phone abruptly ended when Robyn asked when Ms. Jones arrived there.

5 **J. The Court Should Exercise its Authority to Remove Kim as Guardian.**

6
7 52. Due to her actions, this Court should remove Kim as guardian. The Court may
8 remove a guardian if the court determines:

9 (a) The guardian has become mentally incapacitated, unsuitable or otherwise
10 incapable of exercising the authority and performing the duties of a guardian as
11 provided by law;

12 (b) The guardian is no longer qualified to act as a guardian pursuant to NRS
13 159.0613;

14 (c) The guardian has filed for bankruptcy within the previous 5 years;

15 (d) The guardian of the estate has mismanaged the estate of the protected person;

16 (e) The guardian has negligently failed to perform any duty as provided by law or
17 by any order of the court and:

18 (1) The negligence resulted in injury to the protected person or the estate of
19 the protected person; or

20 (2) There was a substantial likelihood that the negligence would result in
21 injury to the protected person or the estate of the protected person;

22 (f) The guardian has intentionally failed to perform any duty as provided by law or
23 by any lawful order of the court, regardless of injury;

24 (g) The guardian has violated any right of the protected person that is set forth in
25 this chapter;

(h) The guardian has violated a court order or committed an abuse of discretion in
making a determination pursuant to paragraph (b) of subsection 1 or subsection 3
of NRS 159.332;

(i) The guardian has violated any provision of NRS 159.331 to 159.338, inclusive,
or a court order issued pursuant to NRS 159.333;

(j) The best interests of the protected person will be served by the appointment of
another person as guardian; or

(k) The guardian is a private professional guardian who is no longer qualified as a
private professional guardian pursuant to NRS 159.0595 or 159A.0595.

NRS 159.185(1).

1 53. Kim intentionally and/or negligently failed to perform her duty to receive Court
2 authorization to relocate Ms. Jones and provide notice of the relocation to interested parties in
3 violation of NRS 159.079 and 159.0807. As stated above, Kim relocated Ms. Jones out of the
4 Kraft Home before this Court could adjudicate Kim's Petition to Relocate Protected Person. Ms.
5 Jones' belongings have been packed up and likely moved to the Anaheim Home. Kim forced Ms.
6 Jones to vacate the Kraft Home without Court authorization. Kim says she and Ms. Jones stayed
7 at the Santa Fe Hotel in Las Vegas, but Santa Fe Hotel has no record of a Kathleen Jones, June
8 Jones, Kimberly Jones, or Dean Loggans reserving a room there. Additionally, a neighbor at the
9 Anaheim Home told Donna that Kim and Dean were moving into the Anaheim Home on
10 Saturday, April 2, 2021. If Ms. Jones was staying at the Santa Fe Hotel this weekend, there is a
11 question of who she was staying there with because Kim and Dean were clearly in Anaheim.
12 Furthermore, Kim did not provide any notification to Robyn, Donna, and several other members
13 of Ms. Jones' family that Kim was relocating Ms. Jones this past weekend.
14

15 54. Besides relocating Ms. Jones without Court authorization, Kim has unilaterally
16 decided that Ms. Jones will allow Dean to live in the Anaheim Home with her. Kim provides no
17 lease agreement between Ms. Jones and Dean. Kim's own proposed Lease Agreement does not
18 mention Dean at all. Kim lacks statutory authority to allow Dean to live rent-free in Ms. Jones'
19 Anaheim Home and do so without seeking court authorization.
20

21 55. Kim continues to violate Ms. Jones' right to visit and communication with her
22 children pursuant to NRS 159.328(1)(n). As Robyn and Donna have repeatedly and consistently
23 informed this Court, Kim weaponizes her position as guardian of Ms. Jones to preclude family
24 members that Kim does not like from visiting and communicating with Ms. Jones. Robyn and
25

1 Donna's pending Verified Petition for Communication, Visits, and Vacation Time with Protected
2 Person is replete of example-after-example of how Kim precludes Ms. Jones from visiting and
3 communicating with her children and grandchildren. Robyn and Donna incorporate by reference
4 each of those examples as if fully set forth herein. Kim, her counsel, and counsel for Ms. Jones
5 have never contended that all of those examples are false or never happened. Ms. Jones' Guardian
6 ad Litem informed this Court that Ms. Jones wants to see and speak with all of her children and
7 grandchildren. Kim unilaterally and unlawfully decides which family members get visits and
8 communication with Ms. Jones.

9 56. Furthermore, Kim continually refuses to provide accurate, updated, and sufficient
10 budgets, inventories, care plans, and accountings for the estate of Ms. Jones. Instead, Kim resorts
11 to scantily providing little information spread of numerous pleadings that is still woefully
12 incomplete.

13 57. All of Kim's actions and omissions harms Ms. Jones and her estate. Ms. Jones is
14 precluded from spending time with all of her children and grandchildren. Some of Ms. Jones'
15 children and grandchildren, such as Scott Simmons, have simply stopped trying to visit and
16 communicate with Ms. Jones due to Kim's obstructionist actions. Others, such as Robyn and
17 Donna, have been forced to expend significant resources to bring these issues before this Court.
18 Further, Kim asks this Court to have Ms. Jones pay for Kim's obstructionist and harmful actions.

19 58. Based on the foregoing, this Court must take action to protect Ms. Jones and
20 remove Kim as guardian of Ms. Jones. Alternatively, the Court could take other actions to protect
21 Ms. Jones such as temporarily removing Ms. Jones from Kim's custody pending investigation
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1 and determination into Kim's actions or removing Kim as guardian of the estate while allowing
2 Kim to continue as guardian of the person.

3 **IV. CONCLUSION**

4 Based on the foregoing, Robyn and Donna respectively request that the Court:

- 5 1. Remove Kim as the guardian of the estate and person of Ms. Jones;
- 6 2. Stay adjudication of the Petition to Relocate and Transfer Guardianship pending
7 the Guardian's filing of an updated inventory, care plan, and accounting along with financial
8 information concerning Kim's needs and plans;
- 9 3. Require Kim to synthesize her medical information about Ms. Jones into a
10 comprehensible care plan;
- 11 4. Further stay adjudication of the Petition to Relocate and Transfer Guardianship
12 pending resolution of the visitation and communication issues wherein Kim will assist Ms. Jones
13 with visiting and communicating with Ms. Jones' family members;
- 14 5. Conditionally approve Kim's proposed Lease Agreement only as to Kim leasing
15 space at the Anaheim Home from Ms. Jones, but with an express order that Dean Loggans is not
16 authorized by the Court to live at the Anaheim Home;
- 17 6. Deny the Guardian's request to relocate Ms. Jones to the Woodspring Extended
18 Stay Suites; and
19

20 ///

21 ///

22 ///

23 ///

1 7. Order such other and further relief as it deems appropriate.

2 DATED: April 5, 2021.

3 MICHAELSON & ASSOCIATES, LTD.

4
5 /s/ John P. Michaelson

6 John P. Michaelson, Esq.

7 Nevada Bar No. 7822

8 Ammon E. Francom, Esq.

9 Nevada Bar No. 14196

10 2200 Paseo Verde Parkway, Ste. 160

11 Henderson, Nevada 89052

CERTIFICATE OF SERVICE

Pursuant to NRCP 5 and NEFCR 9, the undersigned hereby certifies that on April 5, 2021, a copy of the foregoing ROBYN FRIEDMAN AND DONNA SIMMONS' OPPOSITION TO PETITION TO RELOCATE PROTECTED PERSON AND TRANSFER GUARDIANSHIP was e-served and/or mailed by USPS regular mail, postage prepaid, in a sealed envelope in Henderson, Nevada to the following individuals and entities at the following addresses:

James Beckstrom jbeckstrom@maclaw.com	Maria L. Parra-Sandoval, Esq. mparra@lacs.org
Cheryl Becnel cbecnel@maclaw.com	Alexa Reanos areanos@lacs.org
David C Johnson dcj@johnsonlegal.com	<i>Counsel for Kathleen June Jones</i>
Geraldine Tomich gtomich@maclaw.com	
Jon Criss 804 Harksness Ln., Unit 3 Redondo Beach, CA 90278	
Elizabeth Brickfield DAWSON & LORDAHL PLLC ebrickfield@dlnevadalaw.com	Teri Butler 586 N. Magdalena Street Dewey, AZ 86327
<i>Guardian Ad Litem for Kathleen June Jones</i>	
Jen Adamo 14 Edgewater Drive Magnolia, DE 19962	Scott Simmons 1054 S. Verde Street Anaheim, CA 92805
Tiffany O'Neal 177 N. Singingwood Street, Unit 13 Orange, CA 92869	Courtney Simmons 765 Kimbark Avenue San Bernardino, CA 92407

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	LaChasity Carroll lcarroll@nvcourts.nv.gov
	Sonia Jones sjones@nvcourts.nv.gov
	Kate McCloskey NVGCO@nvcourts.nv.gov

MICHAELSON & ASSOCIATES, LTD.

/s/ Amber Pinnecker
Employee of Michaelson & Associates

EXHIBIT "1"

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From: James A. Beckstrom <jbeckstrom@maclaw.com>
Sent: Friday, April 2, 2021 5:05:56 PM
To: John Michaelson <john@michaelsonlaw.com>
Cc: Maria Parra-Sandoval <MParra@lacs.org>; Elizabeth Brickfield <EBrickfield@dlnevadalaw.com>
Subject: Re: [External] Kathleen June Jones

Okay. I'm done with this.

Video proof.
Have a good weekend.

Sent from my iPhone

On Apr 2, 2021, at 5:03 PM, John Michaelson <john@michaelsonlaw.com> wrote:

Based on past experience with Kim, my clients are both concerned that Kim actually has a place lined up for June. If there is an emergency, Robyn will of course take June in for the weekend. My clients are concerned that what is being proposed as a last minute visit opportunity is really a situation where Kim has moved all of June's things out of state prematurely and perhaps June is not in the best or an appropriate setting. We ask for video proof of June's lodgings for tonight and the foreseeable future until the court resolves the petition to relocate.

John P. Michaelson, Esq. | Michaelson & Associates, Ltd. | john@michaelsonlaw.com | 702.731.2333

From: James A. Beckstrom <jbeckstrom@maclaw.com>
Date: Friday, April 2, 2021 at 4:56 PM
To: John Michaelson <john@michaelsonlaw.com>
Cc: Maria Parra-Sandoval <MParra@lacs.org>, Elizabeth Brickfield <EBrickfield@dlnevadalaw.com>
Subject: Re: [External] Kathleen June Jones

Why would she be in danger ? This is getting a bit over the top. They are staying at a local hotel. I can get the name of it. My understanding is if Robyn's schedule doesn't allow for it, Kimberly is going to go to California to try to see Donna.

There is not a refusal to answer. Your client needs to confirm what she wants.

Sent from my iPhone

On Apr 2, 2021, at 4:41 PM, John Michaelson <john@michaelsonlaw.com> wrote:

James, can you confirm that the guardian has a place for June to stay this weekend? If so, where is it? Robyn has asked Kim and she is refusing to answer. All she would say is that mom is at Denny's. If June is in danger, Robyn will of course take her in, but Robyn needs to know right now. She is in the process of clearing a room and clearing her schedule. She has a lot going this weekend and would love a visit but would have preferred advanced communication.

Please confirm in writing where June is staying and whether she has a bed, etc.

John P. Michaelson, Esq. | Michaelson & Associates, Ltd. | john@michaelsonlaw.com | 702.731.2333

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

Date: Friday, April 2, 2021 at 4:23 PM

To: John Michaelson <john@Michaelsonlaw.com>

Cc: Maria Parra-Sandoval <MParra@lacs.org>, Elizabeth Brickfield <EBrickfield@dlnevadalaw.com>

Subject: Re: [External] Kathleen June Jones

It seems as if your client should say. "Yes." Great.

I wish everyone a happy Easter.

Sent from my iPhone

On Apr 2, 2021, at 4:20 PM, John Michaelson <john@michaelsonlaw.com> wrote:

James, I always appreciate you helping me with my lawyering. Here is the text sent from your client to my client offering to have June over for this weekend:
<image001.jpg>

Interestingly, it was sent about 5 minutes *after* your email below and is the first instance of my clients knowing about the opportunity to have June over, as you say at 4pm on a Friday afternoon.

As always, Robyn is happy to visit with her mother but these "opportunities" condescendingly dolled out by Kim only come at the last minute and with pressure from you or the court.

John P. Michaelson, Esq. | Michaelson & Associates, Ltd. | john@michaelsonlaw.com | 702.731.2333

From: James A. Beckstrom <jbeckstrom@maclaw.com>
Date: Friday, April 2, 2021 at 3:54 PM
To: John Michaelson <john@Michaelsonlaw.com>, Maria Parra-Sandoval <MParra@lacs.org>, Elizabeth Brickfield <EBrickfield@dlnevadalaw.com>
Subject: RE: Kathleen June Jones

John,
Your version of events is wrong. You have no client control and accept your client's statements as gospel.

June's things are packed. Which I stated in the Motion which has been e-served. June is not out of the state. She is in the state. Her furnishings are unfortunately packed. I told the judge this and everyone else the same during the conference.

As for Easter. We are talking about this on a Friday at almost 4PM. First you should confirm with your client the exchange that went on. I took the time to do so and Kimberly offered to drop June at Robyn's for the entire weekend. Prior to that, June stated she wanted to go see Teri in Arizona, which didn't work out.

June said she didn't want to go to Robyn's for brunch on Sunday. Kimberly went one step further and told June she should go and made the above offer to Robyn. That was after Robyn continued to threaten Kim about dragging her through Court until she couldn't breathe. Her typical tactic.

You are wearing blinders and I we don't need four lawyers to deal with this. If your client wanted to see June on Easter and thought she wouldn't get a response from Kimberly, a simple ask last week while everyone was in the same room would have resolved this with no problem. Your client is attempting to create a paper trail to support her own false narrative. Any competent attorney can see what is being done.

I hope your client accepts the offer to take June the entire weekend.

<image002.jpg>

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: John Michaelson <john@Michaelsonlaw.com>
Sent: Friday, April 2, 2021 3:40 PM
To: Maria Parra-Sandoval <MParra@lacsu.org>; Elizabeth Brickfield <EBrickfield@dlnevadalaw.com>;
James A. Beckstrom <jbeckstrom@maclaw.com>
Subject: [External] Kathleen June Jones

All, it appears all of June's things have been packed up and the Kraft house is empty. We suppose this from representations at the settlement conference and also because June's daughters sent her a gift and the delivery person notified them the house appears deserted and pictures seem to indicate – no welcome mat, etc. that the house is empty. Robyn has been in contact with Kim and directly with June about visiting for Easter. Now it appears Kim plans without notice to Robyn, Donna or Scott or any of the grandchildren on taking June to Arizona. This is interesting that she would do this without even a word to Robyn who she knows is desperate for time with her mother, and on the eve of possibly moving out of Nevada forever. Wouldn't this be an opportunity for Kim to show some humanity and that she can be a true professional by reaching out to Robyn? Even if Kim has had these uncommunicated plans for weeks or months, why wouldn't she give Robyn some advanced notice and facilitate a visit with June before leaving?

Moments ago, Kim finally sent another one of her terse and belated answers via text saying something to the effect "calm down, she's at Denny's in Las Vegas." If that's true, then please ask/direct/suggest/plead for Kim to reach out to Robyn (though this would be as usual extremely last minute) and see if she would like to visit with June before they leave?

John P. Michaelson, Esq. | Michaelson & Associates, Ltd. | john@michaelsonlaw.com |
702.731.2333

EXHIBIT "2"

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From: James A. Beckstrom <jbeckstrom@maclaw.com>
Sent: Friday, May 01, 2020 12:01 PM
To: John Michaelson <john@Michaelsonlaw.com>
Cc: Jeff Sylvester <Jeff@sylvesterpolednak.com>; '15820_001_Friedman_Robyn_Simmons_Donna_Quiet Title_Lis Pendens_4_E_Mails_EMAIL_15820_001' <F1091261.iManage@AMUN.marquisaurbach.com>
Subject: RE: Kathleen June Jones [IWOV-iManage.FID1091261]

John,

This is my proposal in an attempt to streamline this and get everyone on the same page in writing. I would like to agree on the below so I can petition the court early next week.

1. **Visitation-** This issue should be dealt with. Kimberly is open to Robyn or any of June's children's seeing June whenever they can, to the extent a specific day and time frame is desired—Kimberly will agree to such. It would be nice to know June will be with her other children on a specified date and time, as that would give Kimberly a break. Robyn can propose a day and time if she has one in mind.
2. **Refinance of Anaheim and Kraft Avenue-** June has expressed she does not want to sell this property. The plan for the future (which could change of course as no one can predict the future) is that upon obtaining title to the Kraft Avenue Property that home will be sold. The proceeds from that home will be used to pay for June's care and living expenses. June desires to continue to rent out the Anaheim property with future plans to move in with Kimberly. Again, moving is not even considered until the Kraft Avenue Property is dealt with and of course can be part of additional family discussion.
3. **Reimbursement of Robyn and Perry for A-Case Fees and Costs:** As discussed, Kimberly and June are aware of and appreciative of Robyn advancing funds to retake the Kraft Avenue Property and obtain relief for June. Upon a favorable judgment in June's favor (return of Kraft Avenue with no mortgage) or return of Kraft Avenue with damages and/or reimbursement for fees and costs from Richard Powell, Kimberly supports the Court authorizing reimbursement of these fees and costs to Robyn from the judgment proceeds.

In addition, I will continue to keep Robyn, Perry, and You in the loop and discussions as to how best to proceed in the A-Case. While Kimberly will have the final say as guardian, she wants everyone to have the same goals in the A-Case. Kimberly's goal is to at minimum obtain the return of Kraft Avenue with no mortgage. If Dick Powell doesn't do that, Kimberly will move forward in the civil elder abuse lawsuit against all adverse parties and obtain as much money as possible for June.

4. **Compensation for Kimberly and Medical Documentation:** June continues to be seen at Cleveland Clinic. She was recently administered a mental status exam. I am in the process of obtaining those documents and will get those to You and any siblings who want them. We are going to have June's physician provide a medical opinion of the care June requires. June has expressed to her attorney and Kimberly that she wants Kimberly with her during the day and would prefer to avoid an outside service. This will confirm June needs at least 8 hours of care per day, but we all want this in writing for this litigation.

As such, Kimberly has proposed a very reasonable rate of \$19 per hour for caring for June. This rate is the same rate being charged by the service previously used for June. June's preference takes priority and she would prefer not to have someone outside care for her. Because of the Kraft Avenue situation and status of the Anaheim property, Kimberly acknowledges June's estate cannot currently fund this rate (for her or an outside agency). Thus, until the Kraft Avenue property is dealt with, or June's finances improve (by renting the Anaheim property), Kimberly is proposing and will ask the Court for an hourly rate of \$19 per hour for 5 hours per day (despite this being many more actual hours). This totals \$2,660 per month. Once June's finances improve (which they will), Kimberly will have this changed to reflect the actual hours she is caring for June. Kimberly is also going to petition the Court to award her past due care fees for the prior five months only (total would be \$13,300). We can all agree that care was provided prior to that time, but only five months will be sought. This amount will be able to be paid from the remainder amount of June's forthcoming refinance and will still leave June with a \$4,000-5,000 savings buffer, which will be supplemented by her social security and the forthcoming Anaheim rental proceeds.

The long term goal, looking past the next 4-6 months with the pending litigation is for Kimberly to continue to care for June. Thereafter, after June is able to sell the Kraft Avenue property, June will have liquidity to either pay Kimberly or an outside agency to assist Kimberly with her care. This will vary considerably based on June's mental and physical ability, which as we know could change drastically in the next 6 months.

5. **Court Required Accountings:** Kimberly has confirmed that no additional cash exists in any safe deposit box. The only account June has is her Bank of America Account, which has been disclosed to the Court (including all statements). Kimberly will continue to make the Court required disclosures and accountings.

Upon confirmation that Robyn agrees with the above and will not be taking a position adversarial to this, I will stay on this case and the A-Case. I will also follow this with the disclosure of the medical records as stated above and a formal letter stating the same. Within my letter, I will provide an informal accounting of June's assets on hand and expected income until the Kraft Avenue Property is dealt with.

As we both have discussed, the goal in coming to an agreement on all of these issues is to continue to present a united front and reduce costs in this case for everyone. In short, we want to deal with these points once and not have to deal with them again until the Kraft Avenue Property is retaken and new decisions have to be made. I am confident that Maria Parra Sandoval will agree on all of these points. We all have to remember that the goal in this case is to protect June and for now, make sure she is compensated for the abuse inflicted upon her by Richard and Gerry.

I would ask that You confirm the above, confirm you will file a joinder to my opposition to Gerry's pending petition (as Maria Parra Sandoval is filing), file a joinder to my forthcoming petition for permission to refinance the Anaheim property, and join in my forthcoming petition for compensation to Kimberly.

James



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7 Las Vegas, Nevada 89145
8 Telephone: (702) 382-0711
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10 gtomich@maclaw.com
11 jbeckstrom@maclaw.com
12 *Attorneys for Kimberly Jones*

13 **DISTRICT COURT**
14 **CLARK COUNTY, NEVADA**

15 In the Matter of the Guardianship of the Person
16 and Estate of,

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

17 KATHLEEN JUNE JONES,
18 Protected Person.

19 **ORDER GRANTING PETITION TO RELOCATE PROTECTED PERSON AND**
20 **TRANSFER GUARDIANSHIP IN PART AND DENYING IN PART**

21 This matter having come before this Court (via BlueJeans) before the Honorable Linda
22 Marquis for a hearing on Kimberly Jones' Petition to Relocate Protected Person and Transfer
23 Guardianship on the 6th day of April, 2021, at 10:00 a.m. James A. Beckstrom, Esq. of the law
24 firm of Marquis Aurbach Coffing, appearing on behalf of Kimberly Jones, as Guardian of the
25 Person and Estate of Kathleen June Jones, Elizabeth Brickfield, Esq., appearing on behalf of
26 Kathleen June Jones as Guardian Ad Litem, Maria L. Parra-Sandoval, Esq. appearing on behalf
27 of Kathleen June Jones, and John P. Michaelson, Esq. appearing on behalf of Robyn Friedman
28 and Donna Simmons. The Court having reviewed the papers and pleadings on file and heard oral
arguments of counsel, hereby FINDS and ORDERS as follows:

1. Kimberly Jones's Petition to Relocate Protected Person and Transfer
Guardianship is GRANTED IN PART. The Protected Person shall vacate her current residence
located at 6277 Kraft Avenue, Las Vegas, Nevada, consistent with the Settlement Agreement and
Mutual Release of Claims approved by this Court and be temporarily relocated to 1054 S. Verde

1 Street, Anaheim, CA 92805 to reside with her Guardian Kimberly Jones until further order of
2 this Court.

3 2. The Court shall retain jurisdiction over the Protected Person.

4 3. The Court DENIES the Petition to Transfer without prejudice.

5 4. The Court DENIES the Petition to Relocate (permanently) without prejudice.

6 Dated this 8th day of April, 2021.

Dated this 8th day of April, 2021.

7 MARQUIS AURBACH COFFING

MICHAELSON & ASSOCIATES, LTD.

8
9 By: /s/ James A. Beckstrom

By: /s/ John P. Michaelson

James A. Beckstrom, Esq.

John P. Michaelson, Esq.

Nevada Bar No. 14032

Nevada Bar No. 7822

10001 Park Run Drive

2200 Paseo Verde Parkway, Ste. 160

Las Vegas, Nevada 89145

Henderson, NV 89052

Attorneys for Kimberly Jones

Attorneys for Robyn Friedman and

Guardian of Kathleen June Jones

Donna Simmons

13 Dated this 8th day of April, 2021.

14 LEGAL AID OF SOUTHERN NEVADA

15
16 By: /s/ Maria L. Parra-Sandoval

Maria L. Parra-Sandoval, Esq.

725 E. Charleston Blvd.

Las Vegas, NV 89104

Attorney for Kathleen June Jones

Protected Person

17
18
19
20 **ORDER**

21 IT IS SO ORDERED.

Dated this 9th day of April, 2021

22 Dated this ___ day of April, 2021.



DISTRICT COURT JUDGE

4B9 18A AF92 1230

Linda Marquis

District Court Judge

23
24 Respectfully Submitted by:

25 MARQUIS AURBACH COFFING

26 By: /s/ James A. Beckstrom

James A. Beckstrom, Esq.

Attorneys for Kimberly Jones, Guardian of

Kathleen June Jones

Cheryl Becnel

From: James A. Beckstrom
Sent: Thursday, April 8, 2021 9:14 AM
To: Cheryl Becnel
Subject: Order- Granting Petition to Relocate Protected Person and Transfer Guardianship
Attachments: Order Granting Petition to Relocate Protected Person and Transfer Guardianship.nrl

Please submit for signature to the court around noon.



James A. Beckstrom, Esq.

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Las Vegas, NV 89145
t | 702.207.6081
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jbeckstrom@maclaw.com
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From: John Michaelson <john@Michaelsonlaw.com>
Sent: Thursday, April 8, 2021 9:11 AM
To: James A. Beckstrom <jbeckstrom@maclaw.com>; 'Maria Parra-Sandoval' <MParra@lacs.org>
Cc: 'Elizabeth Brickfield' <EBrickfield@dlnevadalaw.com>
Subject: RE: [External] June Jones Revised Order- Granting Petition to Relocate Protected Person and Transfer Guardianship

No objection to you e-signing for me and submitting.

John P. Michaelson, Esq. | MICHAELSON & ASSOCIATES, LTD. | john@michaelsonlaw.com | 702.731.2333

From: James A. Beckstrom <jbeckstrom@maclaw.com>
Sent: Thursday, April 08, 2021 7:44 AM
To: John Michaelson <john@Michaelsonlaw.com>; 'Maria Parra-Sandoval' <MParra@lacs.org>
Cc: 'Elizabeth Brickfield' <EBrickfield@dlnevadalaw.com>
Subject: June Jones Revised Order- Granting Petition to Relocate Protected Person and Transfer Guardianship

All,

I have applied John's proposed changes. John thank you for that. I have also added one sentence consistent with what John approved, stating the Kraft Avenue property is to be vacated consistent with the settlement agreement.

Everything else remains unchanged. Please confirm I can e-sign for you and submit. This will avoid the frivolous issue raised by Mr. Kehoe.

James



James A. Beckstrom, Esq.

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Las Vegas, NV 89145

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This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

Cheryl Becnel

From: James A. Beckstrom
Sent: Thursday, April 8, 2021 12:19 PM
To: Cheryl Becnel
Subject: FW: [External] June Jones-- Revised



James A. Beckstrom, Esq.

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From: Maria Parra-Sandoval <MParra@lacs.org>
Sent: Thursday, April 8, 2021 10:16 AM
To: James A. Beckstrom <jbeckstrom@maclaw.com>; John Michaelson <john@michaelsonlaw.com>
Subject: RE: [External] June Jones-- Revised

I am agreeable to this proposed order. Please add my electronic signature.

Maria Parra-Sandoval

From: James A. Beckstrom <jbeckstrom@maclaw.com>
Sent: Thursday, April 8, 2021 8:30 AM
To: John Michaelson <john@michaelsonlaw.com>; Maria Parra-Sandoval <MParra@lacs.org>
Subject: June Jones-- Revised

Elizabeth has been removed per her request.



James A. Beckstrom, Esq.
10001 Park Run Drive

1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA
4

5
6 In the Matter of the Guardianship of: CASE NO: G-19-052263-A
7 Kathleen Jones, Protected DEPT. NO. Department B
8 Person(s)
9

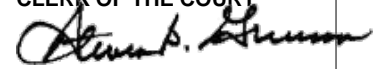
10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 4/9/2021

15 Kelly Easton	kellye@sylvesterpolednak.com
16 Cheryl Becnel	cbecnel@maclaw.com
17 Laura Deeter, Esq.	laura@ghandilaw.com
18 Faydra Ross	fr@ghandilaw.com
19 Lenda Murnane	lenda@michaelsonlaw.com
20 James Beckstrom	jbeckstrom@maclaw.com
21 Ty Kehoe	TyKehoeLaw@gmail.com
22 Jeffrey Sylvester	jeff@sylvesterpolednak.com
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3	Melissa Douglas	mdouglas@dlnevadalelaw.com
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5	Penny Walker	pwalker@lacs.n.org
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8	David Johnson	dcj@johnsonlegal.com
9	Karen Friedrich	kfriedrich@dlnevadalelaw.com
10	Geraldine Tomich	gtomich@maclaw.com
11	Matthew Whittaker	matthew@michaelsonlaw.com
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13	Matthew Whittaker	matthew@michaelsonlaw.com
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Marquis Aurbach Coffing
Geraldine Tomich, Esq.
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Nevada Bar No. 14032
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gtomich@maclaw.com
jbeckstrom@maclaw.com
*Attorneys for Kimberly Jones,
Guardian of Kathleen June Jones*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

KATHLEEN JUNE JONES

An Adult Protected Person.

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

ANTICIPATED AND PROPOSED BUDGET

☐ **TEMPORARY GUARDIANSHIP**

- ☐ Person
☐ Estate
☐ Person and Estate

☒ **GENERAL GUARDIANSHIP**

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

☐ **SPECIAL GUARDIANSHIP**

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

☐ **NOTICES/SAFEGUARDS**

- ☐ Blocked Account Required
☐ Bond Required

COMES NOW, Guardian Kimberly Jones, by and through the law firm of Marquis Aurbach Coffing, who respectfully represents that the following budget for the Protected Person, Kathleen June Jones.

///

///

MARQUIS AURBACH COFFING

10001 Park Run Drive
Las Vegas, Nevada 89145
(702) 382-0711 FAX: (702) 382-5816

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Protected Person's Average Monthly Income			
Wages from Employment (before taxes)	\$0		
Unemployment Benefits	\$0		
Social Security	\$1,554.00		
Veteran's Affairs	\$0		
Retirement / Pension	\$0		
Interest / Business Disbursements	\$0		
Rental Income	\$0		
Trust Distributions	\$0		
Other:	\$0		
TOTAL MONTHLY INCOME	\$1,554.00		

Protected Person's Average Monthly Expenses			
Housing			
Mortgage		\$0	
Facility (room and board, patient liability)		\$0	
Homeowner's Insurance		\$0	
Property Taxes		\$0	
Home Maintenance – multiple properties		\$100.00	
Utilities (electricity, gas, phone, sewer/water, other utilities)		\$100.00	
Transportation/Guardian of the Person Fee		\$0	
<i>Is the Protected Person Able to Drive?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<i>If no, who is the primary driver?</i> Kimberly Jones			
Car Payment		\$0	
Insurance		\$0	
Gas		\$100	
Maintenance		\$50	
Public Transportation		\$0	
Groceries		\$400	
Dining Out		\$150	
Personal Hygiene (toiletries, haircuts, etc.)		\$50	

MARQUIS AURBACH COFFING

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Household Supplies	\$0
Medical Expenses (including health insurance)	\$357.01
Dental Expenses	\$0
Caregiving Services	\$0
Travel / Entertainment	\$0
Gifts – Grandchildrens’ life insurance	\$0
Charitable Giving	\$0
Taxes	\$0
Accountant Fees / Appraisals	\$0
Child Support / Alimony paid	\$0
TOTAL MONTHLY EXPENSES	\$1,257.01

Projected Monthly Guardianship/ Caregiving Fees				
	Hourly Rate	Estimated Hrs Per Month		Monthly Expense
Proposed Caregiving Fees	\$21.00	50 (max)	=	\$1,050
Proposed Guardianship Fees	\$ 100.00	20 (max)	=	\$2,000
TOTAL MONTHLY GUARDIANSHIP EXPENSES				\$3,050 approx.

TOTALS	
TOTAL AVG. MONTHLY INCOME	\$1,554.00
TOTAL AVG. MONTHLY EXPENSES	- \$3,050.00
DIFFERENCE (income – expenses)	= (-) \$1,496.00

1. The Guardian calculated averages based on the most recent month, wherein June and Kimberly are residing in Anaheim, CA and Kimberly is paying the majority of June’s living expenses. The income of the protected person is low, though there is a forthcoming settlement proceeds of approximately \$170,000,000 and approximately \$470,000.00 of equity within the protected person’s house she will likely have to utilize for her past and future support.

2. A copy of the prior appraisal for 1054 S. Verde Street, Anaheim, CA was previously provided to the parties and this Court on or about March 29, 2021. Since the filing of this, the housing market has justified a higher valuation.

3. The litigation involving the Protected Person's civil claims against and the continued battle wherein the Protected Person is being abused with forced visitation schedules and unnecessary attorney fees and costs further complicate preservation and management of the Protected Person's estate.

4. The Protected Person's monthly income is not enough to cover monthly expenses if the Protected Person is to pay for caregiving and guardianship services. However, Kimberly has already started the process of qualifying June for Medicaid. Unfortunately, **with this Court not authorizing the permanent move to California, June remains ineligible until she is a resident.**

5. Based on June's finances, physical, and mental condition, she will be an accepted applicant. Once enrolled in Medi-Cal, June will be able to take advantage of Medi-Cal's In-Home Support Services ("IHSS"). Under Medi-Cal, IHSS pays between \$14-17.50 per hour for family caregivers. In general, the value of services provided through IHSS is between \$2,200 and \$3,500 per month. As it typical, Kimberly being the proposed caregiver and being qualified, will quickly be approved as a Medi-Cal provider. In doing so, Medi-Cal will pay most, if not all of Kimberly's compensation. Thus, as soon as this Court authorizes the permanent relocation of June, the estimated \$3,000 per month in benefits should be applied to the projected budget. If this is applied, June will have more than enough money to fund her lifestyle as she desires.

6. Notably important is the fact that while Kimberly is happy to assist her mother with the majority of her living expenses, she cannot continue to do so if she receives no past and future services for her necessary and crucial caregiving and guardianship services—which she has taken on alone for years with on compensation.

7. As stated, it is expected that some assets will need to be sold or liquidated to pay the Protected Person's monthly expenses. This is especially true considering unrelenting cost war advanced by Robyn Friedman. To the extent assets need to be liquidated to pay for continued

1 attorney fees and caregiving fees (which have not been paid in nearly over a year), the Protected
2 Person's settlement proceeds from the A-Case and/or the equity in her residence can be utilized.

3 8. I understand this budget is late to be filed. However, with two litigation cases
4 moving forward, serving as the full-time caregiver and guardian for my mother, ensuring my
5 mother has continuing and established medical care, and dealing with a move out-of-state, I have
6 been extremely busy.

7 The foregoing monthly budget represents a true and accurate representation of the
8 Protected Person's ongoing monthly sources of income and monthly expenses.

9 Dated this 3rd day of June, 2021

10 MARQUIS AURBACH COFFING

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

I hereby certify that the foregoing **ANTICIPATED AND PROPOSED BUDGET** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 3rd day of June, 2021. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:¹

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

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

Jeffrey R. Sylvester, Esq.
SYLVESTER & POLEDNAK
1731 Village Center Circle
Las Vegas, NV 89134
*Co-Counsel for Petitioners, Robyn Friedman
and Donna Simmons*

Kate McCloskey
NVGCO@nvcourts.nv.gov
LaChasity Carroll
lcarrol@nvcourts.nv.gov
Sonja Jones
sjones@nvcourts.nv.gov

Elizabeth Brickfield
DAWSON & LORDAHL PLLC
8925 West Post Road, Suite 210
Las Vegas, Nevada 89148
Guardian Ad Litem for Kathleen June Jones

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

Teri Butler
586 N. Magdalena Street
Dewey, AZ 86327

Jen Adamo
14 Edgewater Drive
Magnolia, DE 19962

Scott Simmons
3680 Wall Ave.
San Bernardino, CA 92404-1664

Jon Criss
804 Harkness Lane, Unit 3
Redondo Beach, CA 90278

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

Tiffany O'Neal
177 N. Singingwood Street, Unit 13
Orange, CA 92869

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

MARQUIS AURBACH COFFING

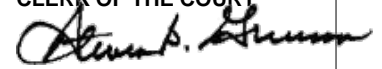
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Courtney Simmons
765 Kimbark Avenue
San Bernardino, CA 92407

Ampersand Man
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Las Vegas, Nevada 89117

/s./ Lynda Arzate Reza
An employee of Marquis Aurbach Coffing



Marquis Aurbach Coffing
Geraldine Tomich, Esq.
Nevada Bar No. 8369
James A. Beckstrom, Esq.
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jbeckstrom@maclaw.com
*Attorneys for Kimberly Jones,
Guardian of Kathleen June Jones*

DISTRICT COURT
CLARK COUNTY, NEVADA

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

KATHLEEN JUNE JONES

An Adult Protected Person.

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

PLAN OF CARE FOR PROTECTED PERSON KATHLEEN JUNE JONES

Plaintiff, Kimberly Jones, as Guardian of the Person and Estate of Kathleen June Jones ("Kimberly"), through the law firm of Marquis Aurbach Coffing, hereby submits this proposed Plan of Care for Protected Person.

I. LIVING ARRANGEMENTS

1. The protected person is June Jones ("June"). Her date of birth is January 20, 1937, and she is 84 years old.
2. June's address and phone number is 1054 S. Verde Street, Anaheim, CA 92805 / 702-553-6060.
3. June has lived at the above address since April 1, 2021.
4. June lives in her home with her Guardian and daily caregiver Kimberly Jones.
5. June will continue to live in her existing home, absent some unforeseen hospitalization or drastic change in health.
6. June is happy at her current home.

II. PHYSICAL AND MENTAL CONDITION

7. June has the following insurance coverage for medical/dental/mental health services:

- X Medicare
- X Medicare Part B
- ☐ Medicaid
- ☐ VA Health Benefits
- X Prescription Drug Coverage (name of policy): Humana
- ☐ Private Health Insurance (name of policy): _____
- ☐ Other (explain): _____

8. June's physical health is Good based on her age with the following notes:

a. June requires daily assistance with cooking, bathing, dressing, medications, transportation, and toileting. June walks with the assistance of a wheelchair walker (conversion seat). June has dementia, but has been described as stable by her physicians and her medication for dementia remains unchanged over the past year. June has difficulty with long-term memory, but communicates with family, enjoys reading, sunbathing, and traveling.

b. June's most recent medical records (prior to her move to Anaheim) have been provided to the Court and the interested parties describing the entirety of her medical condition.

9. June receives the following medical services:

- X Regular doctor visits every (how often, i.e. "monthly" "every 3 months" etc.):

Dr. Geiss is June's newly assigned primary physician. He performs home visits and was last seen on May 5, 2021. June also is cared for by UCI cardiologist Dr. Donaldson with an upcoming appointment on June 14, 2021, UCI Ophthalmologist Dr. Mehat last seen on May 18, 2021, and a Dermatologist who was last seen on April 27, 2021.

- X Regular dental visits every (how often): As needed. Last visit was 5/21/21 at New Smile in Santa Ana, CA

X Prescription medication (list medication): Vitamin B12 1,000 mcg, PreserVision AREDS-2 250mg, Simvastatin 20mg, Omeprazole 20mg, Montellukast 10mg, Metoprolil Succinate ER 25mg ER, Famotidine 20mg, Donepezil 5mg, Benzonate 200mg, Alendronate 70mg

10. June's health is fair and her overall mental health is subject to dementia, though she still communicates, expresses her desires, and enjoys life.

11. June receives the following mental health services:

X Behavioral health visits every (how often, i.e. "monthly" "every 3 months" etc.) Will continue seeing therapist Melissa Fisher Goldman for life transitions.

III. PERSONAL CARE

13. June's personal care needs are:

X Personal caregivers are needed. Caregivers are needed 24/7. Caregivers provide assistance with the following activities of daily living: Feeding, bathing, cleaning, general caregiving, transportation, etc. I am serving as the caregiver. In addition, I have started the process of utilizing the Caregiver Resource Center Orange County and Independent at Home, no cost grant-based options for care giving assistance. Both of these programs are no cost (grant based) and offer services to assist elders to remain in their homes to age in place. As stated in my prior filings, because of June's limited resources, I am in the process of qualifying for Medi-Cal and IHHS. However, because my mother has not been allowed to permanently relocated to become a permanent citizen of California, these benefits are not available. Until benefits and compensation are provided, a qualified caregiver is going to start work for respite care in approximately two weeks. June needs these benefits immediately.

X Assistance with medication is required.

X 24-hour assistance is needed.

IV. PROPOSED PROTECTED PERSON'S WISHES

12. June has an updated POLST form she has signed with her physician. This can be provided to the Court in camera. This form sets forth the protected person's desired care in the event a life-threatening emergency.

13. June wishes to be cremated and buried upon her death. On May 17, 2003 June and her partner, Walter Tormala purchased a burial plot at Loma Vista Memorial Park in Brea, Ca. Walter has since passed and was buried there. It is grave 3, lot 1144, Sunrise Slope Addition and has a right to double depth. On May 10th June and Kimberly went to Loma Vista to place flowers on a deceased family member's grave site because it was her birthday. During the visit Kimberly confirmed the existence of my mom's plot and her desire to be cremated and ashes placed in to plot.

14. June desires to stay in her home as long as possible in the event of a terminal illness.

15. June has a will.

16. I have talked with June about how she would like to be cared for. Her wishes are she desires to travel, read, continue to see her family, and eat.

17. To the extent possible, I am honoring the June's wishes.

18. In the unfortunate event June is subject to a life-threatening emergency or diagnosed with any type of serious illness, June desires that Kimberly notify all of her friends and family by phone. June does not want her family and friends to be privy to her personal medical records, inclusive of her ongoing chronic age-related diseases.

V. ACTIVITIES AND RECREATION

19. June's recreation and social activities include reading, watching television, seeing family on her time schedule, shopping, and eating. The protected person is very excited to travel as her budget allows.

1 **VI. OTHER INFORMATION**

2 20. I would like the court to know the following: June is happy in her current home
3 and is thriving medically at her new home. The largest obstacle and detriment to June is the
4 continued litigation and stress these Guardianship proceedings have caused June. To the greatest
5 extent possible, she wants to be left alone with free choice and dignity. On behalf of June, I have
6 provided the information required by this Court to the best of my ability based on the limited
7 financial resources and time available to June and I.

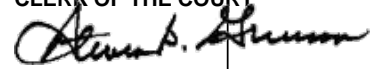
8 I declare under penalty of perjury under the law of the State of Nevada that the foregoing
9 is true and correct.

10 Dated this 3rd day of June 2021

11 /s./ Kimberly Jones
12 KIMBERLY JONES

13
14 Respectfully Submitted by:
15 MARQUIS AURBACH COFFING

16 By: /s./ James A. Beckstrom
17 James A. Beckstrom, Esq.
18 Nevada Bar No. 14032
19 10001 Park Run Drive
20 Las Vegas, Nevada 89145
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RPLY

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*Attorneys for Robyn Friedman
and Donna Simmons*

DISTRICT COURT

CLARK COUNTY, NEVADA

IN THE MATTER OF THE GUARDIANSHIP)	Case Number: G-19-052263-A
OF THE PERSON AND ESTATE OF:)	Department: B
)	
Kathleen June Jones,)	
)	
An Adult Protected Person.)	
)	

**PETITIONERS' OMNIBUS REPLY TO KIMBERLY JONES' RESPONSE TO
PETITION FOR REIMBURSEMENT OF TEMPORARY GUARDIANS' COSTS AND
LEGAL FEES AND COSTS ADVANCED TO THE GUARDIANSHIP ESTATE AND
KATHLEEN JUNE JONES' OBJECTION TO PETITION FOR REIMBURSEMENT OF
TEMPORARY GUARDIANS' COSTS AND LEGAL FEES AND COSTS ADVANCED
TO THE GUARDIANSHIP ESTATE**

<input type="checkbox"/> TEMPORARY GUARDIANSHIP	<input checked="" type="checkbox"/> GENERAL GUARDIANSHIP
<input type="checkbox"/> Person	<input type="checkbox"/> Person
<input type="checkbox"/> Estate <input type="checkbox"/> Summary Admin.	<input type="checkbox"/> Estate <input type="checkbox"/> Summary Admin.
<input type="checkbox"/> Person and Estate	<input checked="" type="checkbox"/> Person and Estate
<input type="checkbox"/> SPECIAL GUARDIANSHIP	<input type="checkbox"/> NOTICES / SAFEGUARDS
<input type="checkbox"/> Person	<input type="checkbox"/> Blocked Account
<input type="checkbox"/> Estate <input type="checkbox"/> Summary Admin.	<input type="checkbox"/> Bond Posted
<input type="checkbox"/> Person and Estate	<input type="checkbox"/> Public Guardian Bond

Robyn Friedman and Donna Simmons ("Petitioners" or "Robyn and Donna"), as former-

temporary guardians of the Protected Person, family members and interested parties in this matter, by and through their attorneys at Michaelson & Associates, Ltd., submit this Omnibus Reply to Kimberly Jones' Response to Petition for Reimbursement of Temporary Guardianship Costs and Legal Fees and Costs Advanced to the Guardianship Estate and Kathleen June Jones' Objection to Petition for Reimbursement of Temporary Guardians' Costs and Legal Fees and Costs Advanced to the Guardianship Estate and hereby allege as follows:

MEMORANDUM OF POINTS AND AUTHORITIES

A. This Petition is Timely Before the Court

1. Both Kim and LACSN incorrectly assert that Robyn and Donna have somehow waived their statutory right for reimbursement of temporary guardianship costs and the advancement of litigation funds to the guardianship estate. Neither party provides any legal authority for this assertion. On that ground alone, this Court should reject this absurd argument.

2. A review of the plain language of the statute supports that this Petition is timely because the statute has no deadline while the guardianship case remains active and open. NRS 159.183 governs and provides:

1. Subject to the discretion and approval of the court and except as otherwise provided in subsection 5, a guardian must be allowed:

- (a) Reasonable compensation for the guardian's services;
- (b) Necessary and reasonable expenses incurred in exercising the authority and performing the duties of a guardian; and
- (c) Reasonable expenses incurred in retaining accountants, attorneys, appraisers or other professional services.

2. Reasonable compensation and services must be based upon similar services performed for persons who are not under a legal disability. In determining whether compensation is reasonable, the court may consider:

- (a) The nature of the guardianship;
- (b) The type, duration and complexity of the services required; and
- (c) Any other relevant factors.

3. In the absence of an order of the court pursuant to this chapter shifting the responsibility of the payment of compensation and expenses, the payment of compensation and expenses must be paid from the estate of the protected person. In evaluating the ability of a protected person to pay such compensation and expenses, the court may consider:

- (a) The nature, extent and liquidity of the assets of the protected person;
- (b) The disposable net income of the protected person;
- (c) Any foreseeable expenses; and
- (d) Any other factors that are relevant to the duties of the guardian pursuant to NRS 159.079 or 159.083.

4. Any compensation or expenses, including, without limitation, attorney's fees, must not be paid from the estate of the protected person unless and until the payment of such fees is approved by the court pursuant to this section or NRS 159.344, as applicable.

5. A guardian is not allowed compensation or expenses, including, without limitation, attorney's fees, for services incurred by the guardian as a result of a petition to have him or her removed as guardian if the court removes the guardian.

Nowhere in the statute does it limit the guardian to one and only one petition for expenses and attorney's fees. Nowhere in the statute does it even provide a deadline for the petition. In other words, Kim and LACSN ask this Court to rewrite the statute to add these requirements. Such a request is outside this Court's power. Their request needs to be directed to lobbying the Nevada State Legislature to change the law rather than inappropriately brought before this Court.

3. Likewise, LACSN incorrectly uses the term "ripe" to again request this Court's assistance in rewriting the statute to add a (currently) non-existent deadline. The Nevada Supreme Court stated that "ripeness focuses on the timing of the action rather than on the party bringing the action" and that the factors to be weighed to determine ripeness for judicial review include "1) the hardship to the parties of withholding judicial review, and 2) the suitability of the issues for review." In re T.R., 119 Nev. 646, 651, 80 P.3d 1276, 1279 (2003). In other words, the issue of "ripeness" is whether the matter is being brought before the Court too early – not whether the matter is brought before the Court too late. For the latter, this Court must refer to applicable statutes or rules for deadlines. Even if the issue was "ripe" for judicial evaluation at some point in the past, it is still equally as "ripe" today.

B. Senior Helpers was Necessary, Reasonable, and For June's Benefit

4. Robyn and Donna were forced to incur the expenses for Senior Helpers for June's benefit because Kimberly refused to cooperate in supplying a care plan, budget, and basic

1 information for June when Robyn and Donna were appointed as temporary guardians. As this
2 Court is well aware, Robyn and Donna were compelled to file for a temporary guardianship for
3 the person and estate of June because they received evidence and word that June was taken,
4 exploited, and isolated by Gerry Yeoman and the Powell's who ignored June's designation of
5 Kimberly as June's agent. Money went missing. June was no longer the owner of her pre-marital
6 home for a price that was significantly under market value. Doctor's appointments were canceled
7 for no reason. Her beloved dogs were taken from her for no reason. All while Robyn and Donna
8 were made aware by medical professionals that June required 24/7 medical care and lacked
9 testamentary and contractual capacity. For these reasons, this Court granted and later extended
10 the temporary guardianship.

11 5. No one disputes that June required 24/7 care. No one disputes that Kim moved
12 into June's home rent-free. No one disputes that Kim, on some level, began providing some
13 amount of care to and for June upon moving in. The dispute lies in how cooperative Kim was
14 with Robyn and Donna to ensure that Robyn and Donna met their duties and responsibilities as
15 temporary guardians.

16 6. While temporary guardians, Robyn and Donna had a duty and responsibility to
17 ensure that June was receiving the 24/7 care that she needed. At the time, Kim would not agree
18 to provide that care forcing Robyn and Donna to do so. Kim would not leave June's home and
19 provided a hostile environment that included yelling and screaming at Robyn and Donna. Kim
20 even stole Donna's car keys at one time. Robyn and Donna asked Kim to leave multiple times
21 because of her hostile behavior that disrupted June's care to which Kim refused. Because Kim
22 would not allow Robyn and Donna to care for June unmolested, Robyn and Donna were forced
23 to hire Senior Helpers. Additionally, Robyn and Donna filed the Notice of Intent to Move June
24 from the Kraft home to Robyn's home due to the expense of Senior Helpers and the hostile
25 environment created by Kim. It was finally only after all of the pressure, more fully discussed

1 below, before the Court that Kim finally relented, agreed to provide the care required, and
2 changed her mind about being the guardian.

3 7. At the hearing on October 3, 2019, counsel for Robyn and Donna informed this
4 Court that Robyn and Donna, as temporary guardians, were denied access to “[June’s]
5 medications, we’ve been given outdated medication, medication mixed with [Gerry’s] stuff, we
6 haven’t been told who the doctors are, it’s been absolute stonewalling here.” *See* Transcript of
7 the October 3, 2019, hearing at p. 19:11-14. Counsel also represented to this Court that Robyn
8 and Donna were aware that Kimberly had been locking medication in the truck of her car and in
9 the garage. *Id.* at p. 22: 22-23. Further, this Court was informed that “Kimberly Jones . . . is a
10 very intelligent, capable person, but she is also capable of profound not cooperating with people
11 or returning phone calls.” *Id.* at p. 20:5-8. While Robyn and Donna made it clear that they agreed
12 with and wanted Kimberly to be June’s caregiver at that time, *Id.* at p. 42:22-43:1, the issue was
13 that Kimberly was denying the temporary guardians access to June’s medications and knowledge
14 of who her doctors were. *Id.* at p. 41:10-17.

15 8. At that hearing, this Court stressed that protecting and taking care of June was of
16 utmost importance including ensuring that June got the right medication and going to the correct
17 doctors. *Id.* at p. 24:15-24. And whatever representations were made that day regarding Kimberly
18 already caring for her mother, this Court made it clear that the Court was “concerned that she’s
19 not.” *Id.* at p. 37:13. The Court was further concerned that Kimberly was not capable of
20 controlling the situation. *Id.* at p. 39:2-5. Even Ms. Parra-Sandoval recommended to this Court
21 that day that the temporary guardianship needed to “stay in place.” *Id.* at p. 21:18-19. At that
22 hearing, the Court entered specific orders that Kimberly provide medications and medical
23 information to Robyn and Donna within 48 hours. *Id.* at p. 44:19-23. At the next hearing on
24 October 15, 2019, this Court was informed that the 48-hour Court order was not obeyed. *See*
25 Transcript of the October 15, 2019, hearing at p. 5:1-4.

1 9. Further, Robyn and Donna struggled mightily to get any answers from Kimberly
2 about her plans for taking care of June. This Court was informed at the time that although Robyn
3 and Donna were asking for information, Kimberly was not providing answers. *Id.* at p. 31:4-8.
4 She would not answer questions about her care plan for June or whether Kimberly preferred
5 moving June to California and refused to provide sufficient information about June’s
6 medications and doctors. *Id.* at p. 30:18-31:3, 31:9-19. Additionally, the Court stated more than
7 once that it had major concerns regarding Kimberly’s suitability as guardian – especially in light
8 of the allegations about the medications. *Id.* at p. 32:5-8.

9 10. While Kimberly’s counsel at the time indicated that she was willing to be June’s
10 caregiver, her counsel also made it clear that there was an asterisk to her willingness. At the
11 October 15, 2019, counsel for Kimberly agreed that she was willing to be June’s caregiver “with
12 the caveat” that she would need to be paid for her time. *Id.* at p. 42:15-43:6. That Kimberly was
13 willing to potentially offset living in June’s home for free, but that she would expect reasonable
14 compensation for her caregiving services. *Id.* at p. 43:11-15.

15 11. At that same hearing, Kimberly acknowledged the caregiving services that Robyn
16 and Donna arranged for June. Kimberly personally told the Court, “After you left the last court
17 case, my sisters had a 24 hour caregiving service at my mom’s house with me there, too, for 10
18 days. *Id.* at p. 55:2-5. “The cost was roughly \$8,000, which they’re asking come out of my
19 mother’s estate.” *Id.* At the time, Kimberly did not voice any objection to the caregivers – instead
20 she used it as leverage and support for her request to be compensated for taking over caregiving
21 responsibilities.

22 12. The Court understood and recounted Robyn and Donna’s position at the time
23 which is consistent with this Petition, “Remember what they said at the first hearing, they told
24 me, we want Kimberly to still take care of her . . . And they looked at you and said Kimberly,
25 are you still will – Mr. Michaelson – or you said, are you still willing to stay there. And they

1 both looked at you so hopeful and hanging to wait and [hear]. They have never ever said that
2 you shouldn't be the person that takes care of [] your mother, okay? [] Their concern was, is that
3 you weren't giving them information and the stuff about when they went over not all of the
4 medication – some of the medication, the medication's locked in the trunk . . ." *Id.* at p. 55:22-
5 56:11. Again this Court reiterated that the Court was still concerned about Kimberly's suitability
6 to be guardian. *Id.* at p. 56:15-16.

7 13. Additionally at that hearing, the issue of potentially moving June from the Kraft
8 home into Robyn's home further illustrated the communication strain among Robyn, Donna, and
9 Kimberly. Prior to the hearing, Robyn and Donna filed a notice of intent to move June to Robyn's
10 home. At that hearing, counsel elaborated on why – because the Powell's had been trying to
11 evict Kim from the Kraft home and "then if we're having communication issues with whether
12 Kimberly's going to give care or not, because we're not sure." Later in the hearing, counsel for
13 Robyn and Donna stated, "We can't afford out of our own pockets to keep paying for 24 hour
14 care because we can't get Kimberly to firm up if she's going to be there." *Id.* at p. 61:4-6. Counsel
15 further stated, "She'll say she is, but then she's mad, she's got payment issues, and I respect that.
16 She has bills. So the question is, we can't keep shelling out \$8,000 or whatever the amount is,
17 it's a huge amount. At some point we're like well, if no one's going to for sure step up, we're
18 going to have to move her to our house." *Id.* at p. 61:7-12.

19 14. Some of the text messages also detail the difficulties that Robyn and Donna had
20 committing Kim to assist them in caring for June. On September 26, 2019, Donna texted the
21 following to Kim:

22 Kim, do what you need to do. You were to hand that stuff to us immediately and
23 have made no attempt to produce anything. When you were asked for her
24 prescription drugs you gave us her daily pill box and prescription bottles of meds
25 that she doesn't even take any more from 2016 and we're (sic) expired. You have
had plenty of free time since we have had care givers for mom since Monday
when we were given temporary guardianship. I'm not going to waste any more
of my time with you. Time after time you continue to not be transparent about

1 anything regarding mom. I'm sure we will out a way to get the information and
2 things things (sic) that we need. *See* Exhibit 1.

3 15. Moreover, Kim acknowledged in text messages with Robyn that caregivers from
4 Senior Helpers were, in fact, providing care for June and Kim never protested their presence. On
5 September 26, 2019, Kim sent a text message to Robyn asking if it was okay for Kimberly to
6 sign the Senior Helpers log for a caregiver ending her shift. *See* Exhibit 2. On September 28,
7 2019, Kim asked if it was okay if the Senior Helpers caregiver took June to get her hair cut and
8 colored. *See* Exhibit 3. And later that day, the Senior Helpers caregiver took June to Red Lobster
9 for lunch. *Id.*

10 16. Even Kim's counsel previously stated to this Court that the caretakers were, in
11 fact, providing care for June. At the hearing on December 10, 2019, Mr. Beckstrom
12 acknowledged that the caretakers were walking June's dogs with June at the Kraft house. *See*
13 Transcript of December 10, 2019, hearing at p. 33:14-17.

14 17. Additionally, Robyn and Donna had other parties who were heavily scrutinizing
15 everything that they did as temporary guardians. Not only was Kim finally counter petitioning
16 to become general guardianship herself, but Gerry Yeoman was also petitioning to become
17 June's guardian. Either individual would have pounced on any perceived failures on Robyn and
18 Donna's part. Knowing that June needed 24/7 care and Kim not committing to fulfilling those
19 responsibilities, Robyn and Donna were forced to hire the best care for June. The issue of
20 whether June was receiving adequate care at that time was hotly contested. Robyn and Donna
21 simply had no choice but to hire top flight care after being continually ghosted or given cryptic
22 or noncommittal answers from Kimberly.

23 18. Accordingly, it was reasonable and necessary for Robyn and Donna to retain
24 Senior Helpers to provide the 24/7 care June required due to Kim's reluctance and failure to
25 cooperate and agree to ensure the 24/7 care was met.

1 **C. The Guardian Entered into an Agreement with Robyn Wherein Robyn Agreed to**
2 **Advance Funds for the Civil Litigation and the Guardianship Estate Agreed to**
3 **Reimburse Robyn if There was a Recovery in the Civil Litigation**

4 19. This Court authorized Kim to file the civil lawsuit against Gerry Yeoman and the
5 Powell's. *See* the Court's December 23, 2019, Order. Implicit in that Order was Kim's right to
6 hire counsel to pursue the litigation.

7 20. Kim, as Guardian of June's estate, entered into an agreement with Robyn
8 regarding Robyn's willingness to pay for the civil litigation. That agreement came together
9 through numerous discussions, emails, and letters between counsel for both parties. Those letters
10 and emails have been provided to the Court as exhibits to the Petition.

11 21. Put simply, without the Friedman's the Guardian could not have found counsel
12 to take on the litigation against the people who took June's home from her because the estate
13 lacked the funds to retain counsel and that coupled with the circumstances of the guardianship
14 are very unlikely to entice any firm to take the matter on contingency. The Friedman's, as they
15 have done so often for their mother, stepped up to help the situation move forward, but not as a
16 gift with no expectation of recovery.

17 22. The agreement was that Robyn was advancing funds to the guardianship estate to
18 fund the civil litigation. In return, Robyn was to be reimbursed for those advanced funds should
19 Kim and Mr. Beckstrom successfully recover any money on June's behalf in the civil litigation.
20 Kim and Mr. Beckstrom have represented to this Court that they successfully recovered
21 \$169,937.52 on June's behalf. *See* Petition to Compromise Property at p. 6:2-3.

22 23. Since then, Kim and Mr. Beckstrom have requested that they be compensated for
23 time, fees, and costs they incurred to secure that recovery. *See generally*, Kim's Petition for
24 Payment of Guardian's Fee and Attorney Fees and Costs. Even though they request payment on
25 their own behalf, they now wish to renege on the prior agreement that Robyn was to be

1 reimbursed for her advancement of fees to the guardianship estate.

2 24. Further perplexing is LACSN's position on the entire situation. LACSN had not
3 a single word to say in opposition to Kim's request for fees for Mr. Beckstrom's work on the
4 civil litigation but has plenty to say in opposition to Robyn's same request for fees for Mr.
5 Beckstrom's work on the civil litigation. Had Mr. Beckstrom presented the same arguments in
6 his Petition for Fees, it is likely that LACSN would have remained silent. That its position is
7 dependent on who is filing the petition for fees speaks volumes of the meritless of its position.

8 25. LACSN's representation that she was never aware that Robyn would request
9 reimbursement is meritless. The undersigned counsel had multiple verbal discussion with both
10 Mr. Beckstrom and Ms. Parra-Sandoval regarding the terms of the agreement for Robyn to
11 advance funds for the prosecution of the civil case. Specifically, the undersigned counsel spoke
12 with Ms. Parra-Sandoval after one of the court hearings wherein Ms. Parra-Sandoval directly
13 asked if Robyn was going to fund the litigation. The undersigned counsel answered in the
14 affirmative and discussed how Robyn was agreeing to be reimbursed for the fees after the fact.
15 Moreover, LACSN attempts to oppose Robyn and Donna's recovery even though it was not
16 privy to the conversations and emails wherein the agreement was created.

17 26. Kim and LACSN both take positions without providing any supporting evidence.
18 LACSN and Kim say the agreement was that Robyn was gifting money to the estate. Neither
19 party provides evidence, documents, agreements, or quotes from transcripts where the word
20 "gift" was used. Instead, they ask this Court to agree that the word "gift" is a synonym of "pay"
21 and therefore any instance of Robyn or her counsel agreeing to "pay" for the civil litigation
22 should actually read that they were agreeing to "gift" funds for the civil litigation.

23 27. Kim further seeks to revise the agreement after the fact by stating that the
24 agreement required that she obtain a "windfall" judgment on June's behalf before Robyn could
25 be reimbursed for her advanced funds. Nowhere in the evidence before this Court does the word

1 “windfall” appear. Additionally, Kim and her counsel procured a settlement that they have
2 reported to this Court as being a net positive for June – that they ultimately prevailed (although
3 not as triumphantly as they had hoped). Regardless, there was never any provision in the
4 agreement that there had to be a windfall recovery for June.

5 28. Kim states that Robyn and Donna cannot recover these attorney’s fees because
6 Kim did not file a Notice of Intent to Seek Fees until after these fees were incurred. However,
7 Robyn and Donna filed their Notice of Intent to Seek Fees on September 19, 2019. Additionally,
8 Robyn and Donna would like to remind the Court that Mr. Beckstrom is currently requesting a
9 total of \$3,633.50 for his own fees that pre-date his Notice of Intent to Seek Fees – time entries
10 from December 31, 2019 to February 20, 2020 – when he filed his Notice of Intent to Seek Fees
11 was filed on February 21, 2020. *See* Kim’s June 16, 2021, Supplement to Petition for Payment
12 of Guardian’s Fee and Attorney Fees and Costs at PDF p. 11. That Mr. Beckstrom is making
13 that request on his behalf at the same time that he argues against it in opposition to Robyn and
14 Donna’s Petition and LACSN had no objection to it to Kim’s Petition speaks of the untenable
15 position that both Mr. Beckstrom and LACSN are taking.

16 29. Additionally, Kim’s opposition takes a bizarre turn. Kim makes an absurd
17 statement that the entire “A” case litigation could have been resolved if only Robyn had made
18 one phone call while temporary guardian. Further, Kim seems to imply that Kim’s failure to
19 secure a more favorable outcome in the civil litigation is actually all of Robyn’s fault.

20 30. First, Robyn and Donna have no idea what Kim refers to. Nor does Kim elaborate
21 on what she means.

22 31. Second, this is in direct contradiction to what Mr. Beckstrom stated to this Court
23 on December 10, 2019, when he sought authorization from this Court to file the “A” case. At
24 that time, Mr. Beckstrom stated, “the guardian, and the Court recognized this during the last
25 October 15th hearing, the guardian has looked at the facts, she’s obtained as many bank

1 statements as she could so far, she's found a significant trail of what we believe is elder abuse at
2 – to Mr. Michaelson's point, we do believe there has been intentional actions since these
3 proceedings have started to punish June. And she's suffering mentally from this." *See* December
4 10, 2010, hearing transcript at p. 37:13-19. And that these issues needed to be brought in a
5 separate civil case. *Id.* at p. 38:23-24. He also represented that pursuing the civil case was an
6 urgent issue for Kimberly because the "house still remains in Dick's name" and while there was
7 prior talk about an early resolution, "we've received a big fat nothing." *Id.* at p. 39:6-7, 16-17.
8 He further stated that "there's a lot of facts that we're going to have to discover in the A case."
9 *Id.* at p. 43:14-15. Additionally, Mr. Beckstrom has repeatedly represented to this Court that it
10 was Gerry Yeoman's death that made it difficult for him to get the testimony he needed to
11 advance June's claims further in the litigation.

12 32. Third, if Kim seriously believes that Robyn could have resolved the entire civil
13 litigation issue with one phone call, then it draws into serious question why Mr. Beckstrom ran
14 up total legal fees in excess of \$130,000 litigating an issue that could have been resolved with a
15 phone call.

16 33. LACSN contends that Robyn cannot be reimbursed her fees because this amounts
17 to the Guardian entering an agreement to borrow money on behalf of the protected person,
18 needed to petition this Court for authority to do so, but the Guardian filed no such petition. Robyn
19 and Donna interpret this to mean that LACSN believes NRS 159.121 may govern. NRS 159.121
20 states that "a guardian, with prior approval of the court by order, may borrow money for the
21 account of the protected person when necessary" to, among other things, "pay claims against the
22 protected person, the guardianship estate, or the guardian of the estate as such" or "for any other
23 purpose that is in the best interests of the protected person." NRS 159.121(1)(b),(d).

24 34. To the extent that this agreement makes Robyn a creditor of the guardianship
25 estate, whether Kim followed the statutory requirements to "borrow" money on behalf of the

1 guardianship estate is not Robyn's problem. Robyn should not be penalized because Kim failed
2 to petition for court approval before entering into this agreement. In fact, that only would
3 underscore Kim's continual failure to fulfill her statutory duties and responsibilities in other
4 areas such as communication, visitation, inventories, accounting, budgets, and care plans.

5 35. Simply stated, the "A Case" litigation could not have happened at all without the
6 cash injection of the Friedman's. They would not ask their mother's estate to pay if there were
7 no recovery, but there was a recovery, which was entirely enabled by the Friedman's
8 advancement of funds to Mr. Beckstrom's firm. Mr. Beckstrom's firm would not have taken the
9 engagement without those funds. There was some recovery. The Friedman's ask that they be
10 reimbursed. And had MAC not received that initial funding, MAC either would not have agreed
11 to take the case or would be petitioning for those fees right now showing that its current position
12 has nothing to do with protecting June.

13 **D. Promissory Estoppel Does Not Apply**

14 36. Without providing any legal authority, LACSN advances a strange argument that
15 Robyn and Donna are estopped from petitioning for reimbursement of the MAC fees. First,
16 mandatory legal authority defeats this meritless argument. Second, LACSN is not counsel for
17 Kim and therefore it is highly inappropriate for LACSN to try to argue what Kim relied on or
18 would have done differently under the circumstances.

19 37. "The doctrine of promissory estoppel, which embraces the concept of detrimental
20 reliance, is intended as a substitute for consideration, and not as a substitute for an agreement
21 between the parties." Vancheri v. GNLV Corp., 105 Nev. 417, 421, 777 P.2d 366, 369 (1989)
22 (internal citations omitted). Here, there was an agreement between the Guardian and Robyn that
23 Robyn would advance funds for the civil litigation and expected to be reimbursed if there was a
24 recovery in June's favor in the litigation. LACSN is arguing that promissory estoppel applies to
25 preclude the existence of the agreement, but the mandatory precedence says otherwise – that

1 LACSN cannot advance this argument because it is trying to substitute estoppel for an agreement
2 between parties.

3 38. Moreover, LACSN's argument is advocating for Kim rather than June and seeks
4 to convince this court of Kim's intent and what she was thinking. LACSN does not represent
5 Kim. Accordingly, LACSN's arguments about what Kim was thinking, what she may or may
6 not have been relying on, or how Kim's conduct may have differed under different circumstances
7 are inappropriate. It should also be noted that Kim does not raise the issue of promissory estoppel
8 in her own Response.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, based upon the foregoing, Petitioners request that the Court GRANT
11 Petitioners Robyn and Donna's Petition in its entirety and ORDER:

- 12 1. An award of \$10,055.86 to be paid from the guardianship estate (possibly by a lien
13 against the Anaheim property) for fees incurred by Robyn as temporary guardian of
14 the estate and person and June;
- 15 2. An award of \$41,875.24 for reimbursement of attorney's fees and costs Robyn
16 advanced to the guardianship estate to prosecute the civil case; and
- 17 3. An award for attorney's fees and costs to be determined via future pleadings and, if
18 necessary, a hearing from Marquis Aurbach Coffing for forcing Petitioners to file this
19 Petition.

20 DATED: August 16, 2021.

21 MICHAELSON & ASSOCIATES, LTD.

22 /s/ John P. Michaelson
23 John Michaelson, Esq.
24 Nevada Bar No. 7822
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Counsel for Petitioners

CERTIFICATE OF SERVICE

Pursuant to NEFCR 9, that on August 16, 2021, the undersigned hereby certifies a copy of the foregoing Reply was electronically served on the following individuals and/or entities at the following addresses. In addition, pursuant to Nevada Rule of Civil Procedure 5(b), the undersigned hereby certifies that on August 16, 2021, a copy of the Reply 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:

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MICHAELSON & ASSOCIATES, LTD.

/s/ Janelle Bednar

Employee of Michaelson & Associates

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VERIFICATION

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

ROBYN FRIEDMAN

VERIFICATION

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

DONNA SIMMONS

EXHIBIT 1

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9/26/19, 5:41 PM

Kim, do what you need to do. You were to hand that stuff to us immediately and have made no attempt to produce anything. When you were asked for her prescription drugs you gave us her daily pill box and prescription bottles of meds that she doesn't even take any more from 2018 and we're expired. You have had plenty of free time since we have had care givers for mom since Monday when we were given temporary guardianship. I'm not going to waste any more of my time with you. Time after time you continue to not be transparent about anything regarding mom. I'm sure we will figure out a way to get the information and things things we need have a p

Since you are not willing to work with Robyn and I and are refusing to comply with the court order that was set fourth by the Honorable Judge of the Court.

9/26/19, 7:46 PM

So I just seen that Michaelson sent out an email to you and Mr. Johnson regarding mom's things. He is requesting you contact him by tomorrow. In case you didn't get the email.

10/19/20, 8:54 AM

Where r you? I haven't left canyon lake yet so I'm wondering how long till you get here. Should I wait and take mom with me to go to get my car or should I leave now and then meet u back here

10/19/20, 12:17 PM

I need your email address for you to be able to get in the gate

U can't get in without me having your email

Fjyouthewall2you@gmail.com

Look at your email make sure you got link and dates are correct .Click on the link

Let me know everything ok it's coming from dwellings

Yes I got two emails

You have to show me those links when you get to the gate with your ID and ID have to be a drivers license or you can't get in

The GPS says we're 1 mile away

Ok

Have you come to the gate yet

Yes

Where is this place at, I just passed the equestrian center and you're not answering your phone

OK we just pulled into the campsite now where

10/19/20, 7:34 PM

Hey we just finished dinner we're headed back towards campground. I'm going to stop at TAMMY's house first. What time do you think you will be here? Mom says she's 22

We are just finishing up diner. will be there at 9:00.

EXHIBIT 2

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iMessage
9/25/19, 9:11 AM

Robyn Friedman (+17022346304)
Senior Helpers .vcf

9/25/19, 4:57 PM

Robyn Friedman (+17022346304)
Cable guy is here. 702-236-9664
Please call him ASAP.

9/26/19, 7:05 PM

Robyn Friedman (+17022346304)
I will not be back this evening.

Ok, she's good had diner in pj's waiting for Wheel Of Fortune.

9/26/19, 2:28 PM

These are scheduled physical therapy appointments 9/3 11:45, 10/1
12:45 10/7, 8:45, 10/8, 8:45

Robyn Friedman (+17022346304)
Thanks. Do you have the contact information for the doctor or company?

9/26/19, 4:46 PM

Cleveland Clinic.vcf

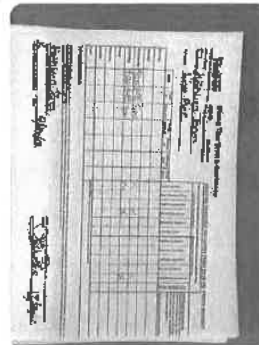
Her Physical Therapist name is Trevor.

If I can get mom to go to the pool in a little bit can she go?

Robyn Friedman (+17022346304)
Of course.

9/28/19, 6:50 PM

The lady is getting off and asked me to sign her log want me to sign it?



If you don't have anything planned for morn tomorrow can I take her to the pool then memory movers at 12:30?

EXHIBIT 3

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Robyn Friedman (+17022346304)
Awesome.

9/28/19, 8:52 AM

Robyn Friedman (+17022346304)
Gerry has been invited to meet at and have dinner at 6pm with mom at Olive Garden. Not alone. If Gerry (or anyone else from his family) shows up they can visit but 911 must be called if they attempt to leave with her. Gerry hasn't responded to the invitation.

Ok.

Can she get nails/toes done today, Heather said she can take her

Robyn Friedman (+17022346304)
Yes.

9/28/19, 10:34 AM

Can mom get her hair cut/colored today too?

Robyn Friedman (+17022346304)
For sure

The Visa card that's on the counter I think is from the other caregiver and I don't know much is left on it, is there a new card for Heather to use, how does she pay for it?

Robyn Friedman (+17022346304)
I'm not sure how much is on either of them. Does it say by the cards? I'm assuming not enough. What is the phone number and name of the place you're going?

She has a 11:15 appointment at emalls at 11:40 588 N. Rancho 702-355-1717. The guys name is Tom. I'll get you the hair salon information in just a few minutes

Robyn Friedman (+17022346304)
Liked "She has a 11:15 appointment at emalls at 11:40 588 N. Rancho 702-355-1717. The guys name is Tom. I'll get you the hair salon information in just a few minutes"

Robyn Friedman (+17022346304)
I'll swing by and pay.

Then she has a 1230 appointment at the wild hair on Rancho with Alexandra

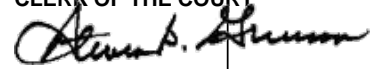
The Wild Hair 4343 N. Rancho

Robyn Friedman (+17022346304)
Liked "Then she has a 1230 appointment at the wild hair on Rancho with Alexandra"

9/28/19, 1:36 PM

FYI - Mom & Heather stopped by the house and picked up a Red Lobster car. Heather said she was able to change mom's 12:30 hair appointment to 3:00

Robyn Friedman (+17022346304)
Thanks.



SUPP

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Fax: (702) 731-2337
*Attorneys for Robyn Friedman
and Donna Simmons*

DISTRICT COURT

CLARK COUNTY, NEVADA

IN THE MATTER OF THE GUARDIANSHIP)	Case Number: G-19-052263-A
OF THE PERSON AND ESTATE OF:)	Department: B
)	
Kathleen June Jones,)	
)	
An Adult Protected Person.)	
)	

SUPPLEMENT TO PETITIONERS' OMNIBUS REPLY TO KIMBERLY JONES'
RESPONSE TO PETITION FOR REIMBURSEMENT OF TEMPORARY GUARDIANS'
COSTS AND LEGAL FEES AND COSTS ADVANCED TO THE GUARDIANSHIP
ESTATE AND KATHLEEN JUNE JONES' OBJECTION TO PETITION FOR
REIMBURSEMENT OF TEMPORARY GUARDIANS' COSTS AND LEGAL FEES
AND COSTS ADVANCED TO THE GUARDIANSHIP ESTATE

<input type="checkbox"/> TEMPORARY GUARDIANSHIP	<input checked="" type="checkbox"/> GENERAL GUARDIANSHIP
<input type="checkbox"/> Person	<input type="checkbox"/> Person
<input type="checkbox"/> Estate <input type="checkbox"/> Summary Admin.	<input type="checkbox"/> Estate <input type="checkbox"/> Summary Admin.
<input type="checkbox"/> Person and Estate	<input checked="" type="checkbox"/> Person and Estate
<input type="checkbox"/> SPECIAL GUARDIANSHIP	<input type="checkbox"/> NOTICES / SAFEGUARDS
<input type="checkbox"/> Person	<input type="checkbox"/> Blocked Account
<input type="checkbox"/> Estate <input type="checkbox"/> Summary Admin.	<input type="checkbox"/> Bond Posted
<input type="checkbox"/> Person and Estate	<input type="checkbox"/> Public Guardian Bond

Robyn Friedman and Donna Simmons ("Petitioners" or "Robyn and Donna"), as former-

1 temporary guardians of the Protected Person, family members and interested parties in this
2 matter, by and through their attorneys at Michaelson & Associates, Ltd., submit this Supplement
3 to Omnibus Reply to Kimberly Jones' Response to Petition for Reimbursement of Temporary
4 Guardianship Costs and Legal Fees and Costs Advanced to the Guardianship Estate and Kathleen
5 June Jones' Objection to Petition for Reimbursement of Temporary Guardians' Costs and Legal
6 Fees and Costs Advanced to the Guardianship Estate by including the signed Verification pages
7 of Petitioners.

8 DATED: August 18, 2021.

MICHAELSON & ASSOCIATES, LTD.

9
10 /s/ John P. Michaelson

John Michaelson, Esq.

Nevada Bar No. 7822

Ammon E. Francom, Esq.

Nevada Bar No. 14196

2200 Paseo Verde Parkway, Ste. 160

Henderson, Nevada 89052

Counsel for Petitioners

CERTIFICATE OF SERVICE

Pursuant to NEFCR 9, that on August 19, 2021, the undersigned hereby certifies a copy of the foregoing SUPPLEMENT was electronically served on the following individuals and/or entities at the following addresses. In addition, pursuant to Nevada Rule of Civil Procedure 5(b), the undersigned hereby certifies that on August 19, 2021, a copy of the SUPPLEMENT 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, Esq. 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@lacs.org <i>Attorney for Kathleen June Jones</i> Penny Walker walker@lacs.org <i>Counsel for June Jones</i>
Geraldine Tomich, Esq. gtomich@maclaw.com James Beckstrom, Esq. jbeckstrom@maclaw.com Cheryl Becnel cbecnel@maclaw.com <i>Attorneys for Kimberly Jones</i>	Kate McCloskey NVGCO@nvcourts.nv.gov LaChasity Carroll lcarr@nvcourts.nv.gov Sonja Jones sjones@nvcourts.nv.gov
Elizabeth Brickfield DAWSON & LORDAHL PLLC ebbrickfield@dlnevadalaw.com Melissa R. Douglas mdouglas@dlnevadalaw.com Karen Friedrich kfriedrich@dlnevadalaw.com	

1	<i>Guardian Ad Litem for Kathleen June Jones</i>	
2	Teri Butler	Scott Simmons
3	586 N. Magdalena Street	1054 S. Verde Street
4	Dewey, AZ 86327	Anaheim, CA 92805
5	Jen Adamo	Jon Criss
6	14 Edgewater Drive	804 Harkness Lane, Unit 3
7	Magnolia, DE 19962	Redondo Beach, CA 90278
8	Ryan O'Neal	Tiffany O'Neal
9	112 Malvern Avenue, Apt. E	177 N. Singing Wood Street, Unit 13
10	Fullerton, CA 92832	Orange, CA 92869
11	Courtney Simmons	
12	765 Kimbark Avenue	
13	San Bernardino, CA 92407	

MICHAELSON & ASSOCIATES, LTD.

/s/ Janelle Bednar

Employee of Michaelson & Associates

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ROBYN FRIEDMAN

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DONNA SIMMONS