

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

KATHLEEN JUNE JONES,

Appellant,

vs.

ROBYN FRIEDMAN; AND DONNA
SIMMONS,

Respondents.

No. 83967

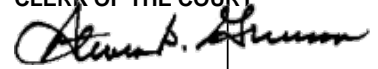
Electronically Filed
Sep 24 2022 01:02 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

RESPONDENTS' APPENDIX
Volume 14 (Nos. 2331–2361, 2367–2500)

John P. Michaelson, Esq.
Nevada Bar No. 7822
Peter R. Pratt, Esq.
Nevada Bar No. 6458
MICHAELSON LAW
1746 West Horizon Ridge Pkwy.
Henderson, Nevada 89012
(702) 731-2333 – Telephone
(702) 731-2337 – Facsimile
john@michaelsonlaw.com
peter@michaelsonlaw.com

Micah S. Echols, Esq.
Nevada Bar No. 8437
David P. Snyder, Esq.
Nevada Bar No. 15333
CLAGGETT & SYKES LAW FIRM
4101 Meadows Lane, Ste. 100
Las Vegas, Nevada 89107
(702) 655-2346 – Telephone
(702) 655-3763 – Facsimile
micah@claggettlaw.com
david@claggettlaw.com

Attorneys for Respondents, Robyn Friedman and Donna Simmons



OPP

John P. Michaelson, Esq.
Nevada Bar No. 7822
Email: john@michaelsonlaw.com
Ammon E. Francom, Esq.
Nevada Bar No. 14196
Email: ammon@michaelsonlaw.com
MICHAELSON LAW
1746 W. Horizon Ridge Parkway
Henderson, Nevada 89012
Ph: (702) 731-2333
Fax: (702) 731-2337
*Counsel for Robyn Friedman, Guardian
and Donna Simmons, Interested Party*

**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

**GUARDIAN ROBYN FRIEDMAN AND INTERESTED PARTY DONNA SIMMONS'
OPPOSITION TO MOTION TO STAY ORDER FOR REMOVAL OF GUARDIAN AND
ORDER APPOINTING SUCCESSOR GENERAL GUARDIAN OF THE PERSON AND
ESTATE AND FOR ISSUANCE OF LETTERS OF GENERAL GUARDIANSHIP**

<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

Guardian, Robyn Friedman, and Interested Party, Donna Simmons (hereinafter "Robyn"
and "Donna"), by and through their counsel at Michaelson Law, respectfully submit to this
Honorable Court this *Opposition to Motion to Stay Order for Removal of Guardian and Order
Appointing Successor General Guardian of the Person and Estate and for Issuance of Letters of*

1 *General Guardianship* that was filed by the Legal Aid Center of Southern Nevada (“LACSN”)
2 on behalf of the protected person on December 22, 2021 (hereinafter “Motion to Stay”); and
3 represent the following to this Honorable Court:

4 **MEMORANDUM OF POINTS AND AUTHORITIES**

5 **A. Introduction**

6 1. This Motion to Stay is a false representation of the facts and law and is therefore meritless
7 in its entirety and should be denied. True to form, the legal aid attorney appointed in this case
8 files another document with this Court that removes all context, misstates the facts, rewrites the
9 law, and provides shallow to no analysis. Further, counsel demands that her statements overrule
10 all else (including the medical evidence and the Court’s wide discretion). She demands absolute
11 authority above questioning and investigation. To counsel, it is a violation of June’s due process
12 rights merely for this Court to question or look for independent verification of counsel’s
13 statements. This Court was to do nothing except sign orders making counsel’s statements the law
14 of the case. But that’s not all. Because the legal aid attorney says that June wants Kim as guardian,
15 then this Court was not to do any investigation into any allegations that Kim was doing anything
16 unlawful or wrong. Now, counsel seeks to exploit June to pursue LACSN’s own political agenda
17 with a meritless appeal (as she has done twice before in this matter with a meritless appeal and
18 petition for writ of mandamus and writ of prohibition) that stands no chance before the appellate
19 court. To do so, counsel asks this Court to throw June into turmoil and chaos by maintaining a
20 status quo that this Court already found to be harming June. Counsel fails to meet any and all
21 factors in NRAP 8 and therefore this Court should deny the Motion to Stay.
22

23 ///

1 **B. Statement of Facts**

2 2. It is important to understand the complex context of this matter because without context
3 the NRAP 8 factors cannot be evaluated. Since June's counsel provided a Motion to Stay devoid
4 of all context, Robyn and Donna provide the context in its full.

5 3. The context proves that this Court had to appoint a guardianship to protect June because
6 1) the medical evidence showed that June could not care for herself (financially, legally, and
7 medically); 2) her lack of capacity, June was actively being exploited by others; and 3) her
8 executed Power of Attorney was inadequate to protect her against the exploiters. The context
9 shows that the Court tried to reasonably follow June's preferences by initially appointing Kim as
10 guardian. But once appointed, Kim violated June's bill of rights by isolating her and restricting
11 visits between June and her children (visits that June wants to have but is mentally incapable of
12 coordinating and scheduling on her own). The context proves that this Court went through great
13 lengths to investigate the allegations of wrongdoing by the guardian and that ultimately the Court
14 determined that the guardian's unlawful conduct was so extensive and harming June so greatly
15 that the Court was left with no other choice but to remove Kim sua sponte. In doing so, the Court
16 appointed Robyn as successor guardian after earlier vetting Robyn as temporary guardian and
17 finding her qualified to serve as guardian.
18

19 **i. June is a Protected Person because Medical Evidence Shows that June Lacks**
20 **Capacity to Care for Herself and to Direct Her Legal Affairs**

21 4. June's court-appointed counsel is the only individual in this matter claiming that June has
22 the capacity to direct her legal affairs. Counsel's insistence that June has capacity to direct counsel
23 point-blank contradicts all of the medical evidence in this matter.
24

1 5. In 2019, Robyn and Donna provided medical evidence and evaluations showing that June
2 is very limited in her ability to care for herself, manage her affairs, and process decision making.
3 *See Confidential Physician's Certificate* filed on September 19, 2019. Dr. Gregory Brown stated
4 that he reviewed a June 2016 Mini-Cog *Id.* examination wherein June scored a 1, "a score
5 indicative of a dementing condition." *Id.* Dr. Brown also reviewed a February 17, 2016, record
6 that indicated that June was diagnosed with Alzheimer's dementia and a September 5, 2019 letter
7 from Dr. Sabbagh that said June "had a degenerative neurological condition which led her to be
8 unable to manage her own affairs including medical, financial, and legal decisions." *Id.*

9 6. Dr. Brown found that June suffered from "profound deficits in long-term memory and
10 general recall of overall life historical data, with a general paucity of detail." *Id.* Specifically, Dr.
11 Brown found that even back in 2019 June:

- 12 a. Was unable to provide basic information about her life including the number
13 of marriages that she had, how many children and grandchildren she has, the
14 location or title of any of the jobs she held as an adult;
- 15 b. Unable to understand paying her bills independently;
- 16 c. Had an inaccurate assessment of both the nature and extent of her estate;
- 17 d. Was completely unaware of her own medical history and her husband's
18 medical condition; and
- 19 e. Was unaware of her prescribed medications and the reasons for them.

20 7. Dr. Brown concluded, "This lack of information would prevent her from being able to
21 reasonably process decision making in multiple domains in life." *Id.*
22
23
24
25

1 8. Kim opposed and objected to the need for a guardianship, and alternatively, counter-
2 petitioned to be general guardian. *See* Kim’s Opposition and Counter-Petition filed on October 2,
3 2019. However, Kim was appointed as guardian of the person and estate of June when she finally
4 agreed to serve as guardian and Robyn and Donna stepped aside to allow her to serve. *Id.*
5 Consistent with all the medical evidence, even Kim has acknowledged several times and in
6 multiple pleadings June’s profound lack of capacity. In contrast, LACSN doubles down, arguing
7 to June’s detriment and against every piece of medical evidence, the opinion of every member of
8 June’s family and the report and testimony provided by the guardian ad litem, over and over again,
9 that June is able to direct her own affairs and even files appeal after appeal that is staggeringly
10 costly to June both in terms of potential cost to her estate and the emotional and financial toll
11 these proceedings cause to her children. Put simply, LACSN is ruining June’s life.

12 9. Since being appointed as Successor Guardian, Robyn had Dr. Brown re-evaluate June on
13 December 28, 2021, wherein Dr. Brown found that June’s mental situation has only further
14 declined since 2019. *See* Confidential Medical Records filed on January 4, 2022. Dr. Brown stated
15 in his latest report:
16

17 [June] demonstrated an additional decline in mental functioning as demonstrated
18 by a 2 point addition drop in the Folstein MMSE. Her long term memory
19 demonstrated marked deterioration over the past two years. Her ability to correctly
20 identify current responsibilities [bill paying], medications, medical conditions,
21 financial resources, etc. is greatly diminished and largely not accurate. Although
22 she may assent to various activities, her current functioning would suggest the
23 inability to reasonably [weigh] the costs and benefits of many decisions. MMSE
24 likely over represents ability based upon other deficits.

25 10. Dr. Brown further concluded that June “has a sufficient loss of executive function
resulting in a barrier to meaningful understanding or rational response,” “is unable to execute on

1 desires, preferences, or stated goals, preventing the ability to pursue [June's] own best interest,"
2 and "is unable to make or communicate decisions to such an extent that [June] lacks the ability to
3 meet essential requirements for physical health, safety, or self-care without proper assistance."

4 *Id.* at PDF p. 3. Dr. Brown opined that June requires 24-hour supervision and either requires
5 substantial or total care in almost every aspect of her life from self-care to finances to medical
6 care. *Id.* at PDF p. 5-6. Dr. Brown opined that June lacks capacity to enter into a contract, financial
7 commitment, or lease arrangement, make or modify a will or power of attorney, or participate in
8 mediation. *Id.* at PDF p. 6.

9 11. June's mental status has deteriorated so far that she told Dr. Brown that she has never
10 heard of Legal Aid Center of Southern Nevada and stated, "I have no attorney." *Id.* at PDF p. 12.
11 June further guessed that she speaks with an "Anna Marie" from time to time. *Id.* June reported
12 to Dr. Brown that she has no idea what appeals are in general or in specific relative to her case.
13 *Id.* She stated having no idea who Elizabeth Brickfield is or ever meeting with her. *Id.* She further
14 stated having never met or seen Dr. Brown before in the past. *Id.*

15 12. June believes she is still paying all her own bills on her own though she could not state
16 what bank she uses or what bills she pays. *Id.* She has no idea how much money she has and states
17 that her Anaheim home is only valued at \$125,000. *Id.*

18 13. Her lack of capacity is so profound that she denied taking any medications and does not
19 think she has any medical conditions even though she currently takes nine medications per day
20 for various medical conditions. *Id.*

21 14. Dr. Brown opined that June lacks capacity to "provide reasonable detailed responses to
22 questions" and has an "inability to hold information in awareness long enough to weigh the risks,
23
24

1 the benefits, and outcomes of decisions.” *Id.* at PDF p. 13. Dr. Brown concluded that June “would
2 have less ability to defend her own interests from the interests of others and thus have increased
3 susceptibility to undue influence of others.” *Id.*

4 **ii. This Guardianship was Necessary to Protect June from Exploitation**

5 15. On September 19, 2019, Robyn and Donna filed a petition for, among other relief, a
6 temporary and general guardianship for June. In the Petition for Temporary Guardianship, Robyn
7 and Donna alleged that June was: (1) unable to care for herself medically, financially, and legally
8 without assistance; and (2) harmed by other individuals related by marriage ignoring June’s
9 Financial and Healthcare Power of Attorney (“POA”) documents that appointed Kim as June’s
10 attorney-in-fact and exploiting June. *See* Ex Parte Petition filed on September 19, 2019. This
11 alleged exploitation included: (a) transferring June’s ownership interest in her home to the alleged
12 exploiters for far less than market value, (b) the same individuals forcibly preventing Kim from
13 bringing June home from a visit to see them in Arizona, (c) then-husband cancelling June’s
14 medical appointments, (d) the initiation of eviction proceedings against Kim who had moved into
15 June’s home to care for June, and (e) missing funds from June’s bank accounts. *Id.* All while
16 Robyn and Donna were made aware by medical professionals that June required 24/7 medical
17 care and lacked testamentary and contractual capacity. *Id.* For these reasons, this Court granted
18 and later extended the temporary guardianship. At the time, this Court fully vetted Robyn as
19 guardian. Robyn’s petition for temporary and general guardianship included all factors required
20 by statute about her qualifications to act as guardian and the Court found that she was qualified
21 to be temporary guardian. *Id.*
22
23
24
25

1 16. Through this guardianship, the pre-guardianship exploitation ceased. Moreover, June was
2 able to receive some remedies including a settlement from a civil lawsuit pursued by Kim as
3 guardian and negotiated the issue with the dogs. Those are two major issues that were never going
4 to be resolved had this guardianship never been appointed.

5 **iii. Once Appointed as Guardian, Kim Violated June’s Bill of Rights by Isolating**
6 **her from her Family Members and Failing to Provide Statutorily Required**
7 **Information to this Court, June, and Interested Parties**

8 17. On December 30, 2020, Robyn and Donna filed a Verified Petition for Communication,
9 Visits, and Vacation Time with Protected Person (“Visit Petition”) after enduring nearly a year
10 of absolutely inappropriate and cruel stonewalling about visitation and other matters from the
11 guardian. *See* Visit Petition on file herein. In the Visit Petition, Robyn and Donna stated that
12 they were forced to bring the Visit Petition “to compel Kim, as guardian, to be more humane”
13 and “provide the same kind of logistical support to Ms. Jones’ family as Kim provides to Ms.
14 Jones’ medical professionals, legal aid attorney, this Court, friends, neighbors, gardeners, dry
15 cleaners, the veterinarian and the dog groomer.” *Id.* at p. 2-3. Robyn and Donna requested a
16 “course correction for Kim, as the guardian of [June], to help Kim follow through with protecting
17 [June’s] right, among others, as recognized in the Protected Person’s Bill of Rights, to ‘receive
18 telephone calls and personal mail and have visitors.’” *Id.* at p. 3 (quoting NRS 159.328(1)(n)).
19 Robyn and Donna had and have no “desire to compel [June] to visit with them. Rather, they seek
20 a routine or series of windows of opportunity so that all sides can plan to be available to
21 accomplish the visits” if and only if June wants the visit to happen. *Id.* (emphasis added).
22
23
24
25

1 18. The Visit Petition provided numerous examples and evidence of how Kim would restrict
2 visits and communication with June. The examples usually began when June voiced her desire to
3 visit with Robyn on the phone. *Id.* at p. 4. “When Robyn asks when they can meet, [June] hesitates
4 and then says she will call Robyn to set something up. However, invariably, [June] does not call,
5 possibly because she simply does not remember to do so. When Robyn appeals to Kim for
6 assistance in coordinating the meetings, Kim typically ignores the communications for a time and
7 then eventually tersely refers Robyn back to their mother . . . to make the arrangements directly
8 as if [June] realistically can carry through on any planning to set up a visit – continuing the cruel
9 cycle.” *Id.*

10 19. Moreover, Kim did not adhere to a prior agreement with Robyn and Donna for Kim’s
11 assistance with communication and visits with June. *Id.* at p. 8. The agreement was painstakingly
12 negotiated at great expense to Robyn and Donna. Some of Kim’s failures included disabling
13 FaceTime on June’s phone, yelling at June and Robyn in front of Robyn’s child about whether
14 June wanted to go on a vacation with Robyn, and Kim taking June to Arizona on the exact dates
15 in July 2020 that were set apart in the agreement for Robyn to take June on vacation with no
16 advance notice to Robyn that Kim was effectively precluding the pre-planned trip. *Id.* Kim did
17 the same thing to Donna – took June to Arizona at the exact time when Kim knew that Donna,
18 who lives in California, was going to travel to Las Vegas to see June without notifying Donna
19 until Donna was already in Las Vegas. *Id.* at p. 10-11.

20
21 20. Robyn and Donna provided further evidence showing that Kim restricted visits and
22 communication between June and Robyn on October 10, 2020, with a last-minute unplanned offer
23 from Kim to drop June off at Robyn’s home. *Id.* at p. 15. Desperate to see her mother, Robyn
24

1 dropped everything she was doing with her business that day to see June with no notice only to
2 have Kim stop responding to text messages and resort to Kim's "just call June" doctrine so that
3 the visit was very limited and short by the time Kim finally relented and allowed Robyn to see
4 her mother that day. *Id.* Kim's "just call mom" doctrine also restricted visits on October 13, 2020,
5 October 30, 2020, December 3, 2020, and December 14, 2020. *Id.* at p. 17-19. The "just call
6 June" doctrine is a ruse enforced by Kim and supported by the LACSN attorney whereby family
7 members were refused logistical help, coordination or cooperation by the then-guardian Kim and
8 were instead accused of treating June like a child for attempting to coordinate with June's
9 guardian, Kim. Kim would cruelly demand family members to coordinate all their visits directly
10 with June who could not do so. When family members would occasionally get very brief
11 moments on the phone with June, June would invariably say she wants to visit, but to call back
12 later. When family members repeatedly tried calling later, June would say the same things and
13 the cycle would repeat. Kim would not help to break the cycle. She would say "just call June".
14

15 21. Robyn and Donna alleged that Kim coordinates visits between June and her other daughter
16 Teri Butler who lives in Arizona, with whom she agrees, but other family members get last-minute
17 notice, if any at all, terse, vague text messages, and short phone calls. *Id.* at p. 5. Clearly Kim
18 was able to make appointments with numerous individuals and institutions, especially some
19 family members with whom she agreed. Obviously, calendars were utilized, and a certain level
20 of communication was employed to accomplish the visit or appointment. But when it came to
21 Robyn and Donna, there Kim refused to assist June in seeing her daughters.

22 22. June's court-appointed counsel filed an Opposition to the Visit Petition that did not
23 acknowledge the myriad of allegations that Kim was restricting visits and communication in
24

1 violation of June's rights. *See* June's Opposition filed on January 25, 2021. Instead, the
2 Opposition stated that June did not "want an imposition of anything that looks like a visitation
3 schedule ." *Id.* at p. 2. Unintuitively, June's Counsel's logic was that "[a]n additional
4 communication tool will only isolate June from her own family." *Id.* Counsel made these
5 representations even while acknowledging a "never-ending tug-of-war communication battle"
6 among June's daughters wherein the daughters should be "sent to mandatory mediation to work
7 out their communication problems" because June has paid "such a high price" for the battle. *Id.*
8 at p. 3. Moreover, counsel acknowledged that "the only issue here is that grown women refuse to
9 work together with what should be simple logistics for setting up communication when June
10 wishes to see a family member." *Id.* at p. 6. Eerily, counsel remained adamant that the court
11 should take no action to resolve the "tug-of-war communication battle" even in light of the high
12 price June was and is paying. *Id.*

13
14 23. Kim also filed an Opposition to the Visit Petition that asked the Court not to impose any
15 time-consuming procedures on her. *See* Kim's Opposition on file herein on January 25, 2021.
16 Kim refused to speak directly to Robyn and Donna's allegations, but instead swept aside the
17 allegations by contending that Robyn and Donna did not provide any evidence (defined as limited
18 to records showing that Kim or June constantly ignored phone calls or that June had not seen or
19 communicated with family) to support the allegations that Kim restricted access to June. *Id.* at p.
20 5.

21 24. In Reply, Robyn and Donna reiterated that they did not want June "to do things that she
22 does not want to do" or "disregard[] [her] wishes." *See* Reply filed on February 1, 2021 at p. 4.
23 But rather, they sought simple logistics including a framework of preset opportunities to assist
24

1 June “when she expresses her desires to her daughters that she wants to see them.” *Id.* Robyn and
2 Donna have always maintained that June should never be forced to visit with them or anyone else.
3 Despite this, and despite the Court recognizing this, Robyn and Donna are accused in virtually
4 every pleading by Kim and the LACSN attorney of trying to force their mother to visit with them
5 and others. Robyn and Donna also alleged that Kim was playing favorites—if a family member
6 agreed with Kim’s position that the guardianship needed to terminate and revert back to the POA,
7 then the family member received Kim’s assistance, but family members that disagreed with Kim
8 did not get any assistance at all—effectively weaponizing Kim’s position as guardian against her
9 own family. *Id.* at p. 8-9.

10 25. Moreover, the Reply detailed a “strong disconnect between reality and what counsel
11 represents” to the Court. *Id.* at p. 3. The Reply provided verified statements and photographs
12 showing that June enjoys the time she spends with Robyn’s family. *Id.*; *see also* Supplement filed
13 on February 3, 2021. The Reply also provided a transcript from a recording of June struggling
14 and failing to use her own cell phone to call Kim. *See* Reply, Exhibit B. Obviously, if June can’t
15 call Kim who is with her every day, she can’t call anyone reliably. The Reply further alleged that
16 statements from June’s counsel and Kim are examples of the disconnect. *Id.* at p. 4. “For example,
17 Ms. Parra-Sandoval [the LACSN attorney] repeatedly states to the Court that [June] continues to
18 forget that she lost [her home] and that Ms. Parra-Sandoval informed this Court that she is the
19 one that informed [June] that her husband died.” *Id.* Due to the disconnect, Robyn and Donna
20 asked the District Court to utilize its other available tools to investigate allegations of isolation of
21 June by the guardian. *Id.* at p. 5.
22
23
24
25

1 was necessary because Kim precluded and restricted Robyn and Donna from visiting with June a
2 month earlier around Easter while simultaneously relocating June out of her Las Vegas home to
3 Anaheim, California before the district court authorized the move. *Id.* at pp. 4-9.

4 29. Sadly, on May 5, 2021, the LACSN attorney filed a tone-deaf Petition to Approve the
5 Protected Person's Proposed Visitation Schedule. *See* Schedule Petition on file herein. The
6 proposed visitation schedule filed by LACSN included: any visitors who wanted to see June could
7 only do so between 10:00 a.m. and 12:00 p.m. on Fridays with only one visitor per hour. *Id.* at p.
8 4. If family members wanted to see June but could not do so during the proposed two-hour time
9 block, then they were to text Kim by Thursday morning wherein Kim would help June with a
10 phone call during the Friday time block to the family member. *Id.* at p. 5. Any visitors had to
11 confirm with the guardian 24 hours before the visit. *Id.* And there were to be no more overnight
12 vacations with June. *Id.* And visits were only to take place at June's home (or volunteered Donna's
13 home as a potential second place for visits). *Id.* at p. 4. At a later evidentiary hearing, every
14 witness testified such an unworkable visitation schedule could not have been conceived by June
15 as they knew her through her life.
16

17 **iv. This Court Exercised its Wide Discretion to Implement Multiple Tools Available**
18 **to it to Investigate Allegations that Kim was Harming June and violating June's**
19 **Bill of Rights**

20 30. In response to the serious allegations, the district court implemented multiple tools to
21 investigate the allegations that the guardian was restricting visits between the protected person
22 and her family in violation of NRS 159.332 and the Protected Person's Bill of Rights—NRS
23 159.328.
24

1 31. At the February 11, 2021, hearing, the district court appointed the guardian ad litem and
2 investigator after stating that there was a disconnect between the medical reports and the
3 statements from June's counsel, "I haven't been provided any evidence or suggestion that [June]
4 is able to execute, facilitate, plan, schedule time with [Robyn and Donna]." *See* Transcript of
5 February 11, 2021, hearing at p. 22. Further, "we have heard that she loves all of her daughters;
6 that she wants to direct her day." *Id.* The Court stated that it was "not considering necessarily a
7 visitation schedule that is an order that the protected person participate in or attend, but a
8 scheduled opportunity to facilitate visitation if the protected person [would] like to take
9 advantage." *Id.* at p. 23. To do that, the Court needed more information to determine whether
10 things changed since the appointment of the guardianship to "make a determination about how
11 much facilitation, how much prompting, how much encouragement, scheduling and participating
12 and execution is appropriate given the protected person's wants." *Id.* at p. 24.

13
14 32. On February 12, 2021, the Court entered its order appointing the State Guardianship
15 Compliance Officer to meet with all parties about the "visitation, time together, communications,
16 and their needs, requests, and concerns regarding the Protected Person." Further, the Court asked
17 the investigator to review all records of conversations and text messages "to assist the Court in
18 determining if the Guardian has been acting unreasonably under statute."

19 33. On February 16, 2021, the Court entered its order appointing Elizabeth Brickfield, Esq.
20 as the guardian ad litem for June. The Court asked the guardian ad litem to speak with the
21 protected person and her children about "whether the Guardian has an obligation to facilitate,
22 prompt, encourage, plan, schedule, and/or create an environment that promotes an opportunity
23
24
25

1 for continued communication between Protected Person and her adult daughters based upon the
2 current level of care and needs of the Protected Person.

3 34. On March 29, 2021, the Guardian ad Litem provided her report and stated that June wants
4 to visit and communicate with her family, but “lacks the ability to manage, initiate or plan these
5 communications or visits.” *See* Report on file herein at p. 2. Specifically, “Ms. Jones’ mental
6 decline is more advanced than her physical decline, that she lacks the ability to comprehend or
7 answer compound questions and that she lacks decision making ability or schedule management.”
8 *Id.* Although June expressed a desire not to have a schedule, Ms. Brickfield believed it is in June’s
9 best interest to have a caregiver or guardian who encourages and arranges for such visiting
10 because June lacks the ability to initiate telephone calls or schedule and/or actually carry out
11 visits. *Id.* at p. 3.

12 35. On May 12, 2021, the Court scheduled an evidentiary hearing upon determining that
13 “there remain issues of fact that must first be determined by the Court at an Evidentiary Hearing
14 before the Court can enter an order relative to Robyn Friedman and Donna Simmons’ request for
15 communication, access, and time with their mother, the Protected Person, pursuant to NRS
16 159.332 through NRS 159.337, and NRS 159.328.” The Court ordered all parties to file a pre-
17 trial memorandum that focused on legal points and authorities.

18 36. LACSN did not object to or petition for clarification of the scope of the evidentiary
19 hearing or request that June not be required to testify at the evidentiary hearing. LACSN filed a
20 Pre-Trial Memo that continued to object to a visitation schedule, but did not object to the
21 evidentiary hearing or the scope thereof. Instead, June’s LACSN attorney filed the Writ Petition
22 on the eve of the evidentiary hearing and a Motion to Stay the evidentiary hearing. *See* Motion to
23
24

1 Stay filed on June 2, 2021. Counsel contended that the stay was necessary to ensure that June
2 would not be subjected to cross-examination and incur additional attorney's fees. *Id.* at p. 5.

3 37. On June 7, 2021, the district court entered an Order Denying Petition for Stay. The Court
4 stated that June's Counsel asked the Court to "order a rather complicated and specific schedule."
5 *See* Order at p. 4. Moreover, the Court took issue with June's counsel's "misleading" assertions
6 that the Visit Petition was "simply a request for visitation orders." *Id.* at p. 5. Instead, "the
7 allegations are that the Guardian has restricted communication, visitation and/or interaction
8 between the Protected Person and two of her daughters in violation of NRS 159.334." *Id.* The
9 Court was concerned that this Writ Petition "fails to reference the ramifications of a finding of
10 restriction or refer to the statutory process allowed to a relative who believes access has been
11 restricted." *Id.* The Court noted that the Motion to Stay was worried about whether "the Court
12 might canvass the Protected Person or the Court might allow the daughters to cross-examine their
13 mother during the Evidentiary Hearing" but the Protected Person's worries had "not been properly
14 raised before the District Court" and "would have been an appropriate issue to be raised in the
15 additional legal briefs the Court previously ordered." *Id.* at p. 8.
16

17 38. The Court proceeded with the evidentiary hearing on June 8, 2021. June's counsel did not
18 have June appear and objected to June testifying at the hearing. The Court ruled that June would
19 not be forced to attend or testify at the hearing.

20 39. Additionally, Kim has repeatedly failed to meet the statutory requirements for the first
21 annual accounting that was initially due in December 2020. The initial Accounting submitted had
22 numerous deficiencies. Over the last year, this Court provided Kim numerous opportunities to
23 correct the deficiencies. She failed to do so with each supplement continually failing to meet the
24

1 statutory requirements and alleviate concerns from the Guardianship Compliance Office. Then,
2 this Court ordered Kim to provide all receipts to support the Accounting. She did not. Instead,
3 she turned over certain bank account statements. The Guardianship Compliance Office noted
4 many issues with this latest supplemental accounting including thousands of dollars of
5 transactions that the investigator could not tell whether they were for the benefit of June (for
6 example, thousands of dollars paying a Citibank credit card not in June's name and over \$8,000
7 in cash withdrawals).

8 **v. Robyn and Donna Petitioned and Requested for this Court to Consider**
9 **Exercising its Sua Sponte Authority to Remove Kim as Guardian**

10 40. Due to the serious nature of what Kim was doing, Robyn asked for this Court to sua sponte
11 remove Kim. On April 5, 2021, Robyn and Donna filed an Opposition to Kim's Petition to
12 Relocate Protected Person and Transfer Guardianship. In that Opposition, Robyn and Donna
13 detailed how Kim pre-maturely relocated June out of state to Anaheim, California, without this
14 Court's authorization and willingly chose not to provide notice to interested parties in violation
15 of Nevada law. It is important to note that Kim claims an advanced degree is geriatric care and
16 claims to have been involved in hundreds of court proceedings similar to this guardianship matter.
17 The Opposition went into great detail about how the unauthorized relocation of June happened,
18 how Robyn and Donna learned of it, and supported by emails between counsel and statements
19 from neighbors in Anaheim that they had spoken to Kim's boyfriend Dean over the weekend in
20 question who confirmed that he and Kim were moving into the home. Kim's boyfriend has had
21 altercations with several family members and his presence in June's home is a major stumbling
22 block to family visiting with their mother and grandmother, June. The Opposition further
23
24
25

1 discussed how Kim has failed since being appointed guardian to provide the information required
2 for a budget, inventory, and care plan, and that the Petition to Relocate failed to provide the
3 statutory required information. Based on Kim's unlawful conduct, Robyn and Donna asked this
4 Court to consider exercising its power and authority to sua sponte remove Kim as guardian.
5 LACSN did not file anything in response to the Opposition or otherwise responding to the request
6 for sua sponte removal.

7 41. On April 23, 2021, Robyn and Donna filed a Petition for Visitation with the Protected
8 Person for a scheduled visit for Mother's Day. Robyn and Donna requested that if Kim failed to
9 allow the visit to occur, that the Court should also consider removing Kim as guardian. LACSN
10 did not file an opposition or response to the Petition for Visitation.

11 42. On June 18, 2021, Robyn and Donna filed their Closing Brief for the Evidentiary Hearing
12 wherein they requested that this Court consider removal pursuant to NRS 159.185 if this Court
13 was persuaded that Kim weaponized her power as guardian or in other ways harmed June or
14 depleted June's estate.

15 43. On July 15, 2021, Robyn and Donna filed an Objection to Kim's Accounting and First
16 Amended Accounting. Again, Robyn and Donna asked this Court to sua sponte remove Kim as
17 guardian for her failures to adhere to her duties, her dishonesty with the Court, June, and interested
18 parties, and her absolute flouting of the rules and laws governing guardianship. June's counsel
19 filed nothing in response to this request. Indeed, LACSN has taken virtually no action or stance
20 against Kimberly in this matter and even advised the Court against allowing Robyn and Donna to
21 produce additional text messages when it was discovered that Kim had deleted them from her
22 doctored disclosures to both the Court and the guardianship compliance office.
23

1 **C. Legal Argument**

2 44. NRAP 8(c) reads as follows:

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

4 **(c) Stays in Civil Cases Not Involving Child Custody.** In deciding whether to issue a
5 stay or injunction, the Supreme Court or Court of Appeals will generally consider the
6 following factors:

7 (1) whether the object of the appeal or writ petition will be defeated if the stay or
8 injunction is denied;

9 (2) whether appellant/petitioner will suffer irreparable or serious injury if the stay or
10 injunction is denied;

11 (3) whether respondent/real party in interest will suffer irreparable or serious injury if
12 the stay or injunction is granted; and

13 (4) whether appellant/petitioner is likely to prevail on the merits in the appeal or writ
14 petition.

15 **i. LACSN has no chance of prevailing in the appeal.**

16 45. Underlying all of LACSN's argument it intends to pursue on appeal is LACSN's
17 contention that June has capacity to direct her court-appointed counsel. This is meritless. All of
18 the medical evidence in this case shows that June lacks capacity to care for herself in nearly every
19 facet of life including directing legal affairs. Back in 2019, Dr. Brown found that June's mental
20 capacity was in serious decline requiring a guardianship to protect her from undue influence. Now
21 on December 28, 2021, Dr. Brown found that June's mental capacity has severely deteriorated
22 even more over the last two years. June lacks capacity to direct her legal affairs, manage her
23 finances, and otherwise take care of herself. She requires 24/7 care and supervision. Her mental
24 capacity is so deteriorated that she cannot weigh the costs and benefits of decisions and cannot
25 retain information long enough to make decisions. She does not think she is taking any
medications (even though she's taking nine of them) nor does she think she has any current

1 medical conditions (even though she is suffering from numerous conditions). She does not think
2 she has an attorney. She does not know what an appeal is generally or what appeals are being
3 filed on her behalf specifically. All of the medical evidence proves that June cannot be directing
4 her counsel because she literally and quite severely cannot mentally grasp what is being presented
5 to her long enough to make decisions. June's counsel has never provided any contradictory
6 medical evidence. Without capacity to direct her legal affairs, June cannot and is not directing
7 LACSN to, among other things, direct an appeal.

8 46. Second, LACSN contends that June's due process rights have been violated because the
9 Court is not listening to counsel. This is meritless because it is June's counsel – not the Court –
10 that has precluded June from appearing before this Court at hearings and the evidentiary hearing.
11 June's counsel received notice of all the filings in this case. She was also notified and attended
12 all the hearings. She stopped June from appearing or from speaking directly with the Court. And
13 there have been many hearings in this case – plenty of opportunities for June to be heard – all
14 denied by June's counsel; not the Court. Moreover, LACSN is misuses "due process" without any
15 definition or legal authority supporting the assertions.
16

17 47. Third, LACSN contends that June's "due process" rights and bill of rights were violated
18 when this Court appointed a guardianship rather than allowing the Power of Attorney to stand.
19 However, it is also undisputed by June's counsel that June was being exploited prior to the
20 appointment of guardianship in this matter. In every document filed before this Court, June's
21 counsel has never denied that June lost the Kraft home for less than market value, had June's dogs
22 taken from her, or any of the other serious allegations that were presented before this Court in
23 2019. All of which occurred while the Power of Attorney in question controlled. The Power of
24

1 Attorney was insufficient to protect June. Therefore, June's counsel has never provided this Court
2 any reason to even contemplate that June would have been protected had the Power of Attorney
3 continued to stand.

4 48. Fourth, LACSN contends that it was a violation of June's bill of rights for this Court to
5 investigate and contemplate a "visitation schedule." Such a contention is so narrow and lacks all
6 important context of what was really going on. Kim, as June's guardian, was restricting and
7 precluding visits and communication between June and her family in direct violation of June's
8 bill of rights. June's counsel never disputed Robyn and Donna's allegations that Kim was
9 isolating June and violating her bill of rights by restricting visits. June's counsel has never told
10 this Court that June denies having her visits and communication restricted by Kim. June's counsel
11 has never argued that Robyn and Donna made up all the numerous specific instances in which
12 Kim restricted or precluded visits and communication from occurring. June's counsel took no
13 position on other serious allegations such as Kim pre-maturely relocating June to Anaheim before
14 this Court authorized the temporary relocation. LACSN has also remained silent on Kim's
15 statutorily deficient or entirely missing accounting, budget, care plan, and inventories.
16 Accordingly, LACSN has never contended that Kim was not violating June's bill of rights.
17

18 49. Fifth, LACSN contends that this Court violated June's due process rights and bill of rights
19 by removing Kim as guardian because June wants Kim to be her guardian. It is important to note
20 that Robyn and Donna have repeatedly filed documents over the course of months with this Court
21 asking the Court to consider removing Kim as guardian sua sponte. June's counsel never
22 responded or objected to any of those requests. The requests also came up in numerous court
23 hearings that June's counsel attended. She never argued against the Court's ability to sua sponte
24

1 remove a guardian or that the issue was not properly before the Court. June's counsel has had
2 many opportunities to do so and did not. Additionally, the Motion to Stay still fails to contend or
3 even discuss the Court's authority to sua sponte remove a guardian. The Motion to Stay does not
4 contend that the Court lacks authority to do so and provides no legal authority against it.

5 50. Sixth, LACSN contends that June's due process rights and other guardianship statutes
6 were violated because the Court did not appropriately vet Robyn before appointing her as
7 successor guardian. But this Court already had. It is the law of the case that Robyn meets the
8 statutory requirements to be appointed as guardian.

9 51. Even further, LACSN has provided no legal authority supporting its legal conclusions.
10 When the LACSN attorney cites to Nevada law, counsel rewrites the statutes in dramatic fashion
11 that completely changes the statutes. Even the Nevada Court of Appeals acknowledge this and
12 declined counsel's invitation to rewrite the laws pertaining to when this Court may award
13 attorney's fees and costs. Moreover, June's counsel provides no authority contesting this Court's
14 wide discretion to schedule evidentiary hearings or appoint guardian ad litem. Additionally,
15 LACSN provides no authority showing that the Court had no right to investigate allegations that
16 Kim was violating June's bill of rights.
17

18 **ii. The object of the appeal will not be defeated if the stay is denied.**

19 52. The object of the appeal is to request that the Nevada Supreme Court legislate new law
20 from the bench that the word of counsel for a protected person is not to be questioned or verified.
21 The object of the appeal is to elevate counsel for protected persons above all else – including the
22 Court. The object of the appeal is to remove this Court's discretion in appointing guardian ad
23 litem, scheduling evidentiary hearings, and investigating allegations that the court-appointed
24

1 guardian is violating Nevada law, isolating the protected person, and violating a protected
2 person's Bill of Rights. The object of the appeal has little to do with June and everything to do
3 with LACSN pushing its own political agenda that its attorneys' word should be supreme and
4 unreviewable. That object will not be defeated if this Court denies the stay.

5 **iii. June will not suffer irreparable or serious injury if the stay is denied.**

6 53. Since Robyn has been Successor Guardian, June has been thriving and doing very well.
7 She had a Christmas celebration with more of her family around her than she would have had
8 with Kim as guardian – certainly more of a Christmas celebration than she would have had had
9 this Court granted counsel's petition for a Friday morning only visitation schedule. June was also
10 able to celebrate Donna's birthday with Donna and the rest of her family. June was smiling and
11 having a good time during those celebrations. Additionally, Robyn learned that Kim was giving
12 June medications off schedule from what the doctors prescribed. That mistake has been corrected
13 and June is receiving the appropriate medications at the appropriate intervals. June is doing well
14 with Robyn as guardian.

15 54. Robyn also has significant concerns whether counsel even consulted with June before
16 filing the appeal and Motion to Stay because counsel has not reached out to Robyn to coordinate
17 any meeting or phone call between counsel and June since Robyn has been guardian. Robyn does
18 not know how counsel could say she was directed by June to file the appeal and Motion to Stay
19 when: 1) counsel did not discuss this first with June and 2) June lacks the mental ability to
20 understand what is going on. As Dr. Brown further noted, June does not even think she has an
21 attorney and does not know what an appeal is generally or what appeals are being filed on her
22 behalf specifically.
23

1 consideration of the record created appointed Temporary Guardians, and then a General Guardian
2 because June's plan was not keeping her or her assets secure.

3 **D. Conclusion**

4 WHEREFORE, based on the foregoing, Robyn and Donna respectively request that the
5 Court:

- 6 1. Deny the relief requested in the Motion for Stay; and
7 2. Order such other and further relief as it deems appropriate.

8 DATED: January 5, 2022.

9 MICHAELSON LAW

10
11 /s/ John P. Michaelson

12 John P. Michaelson, Esq.
13 Nevada Bar No. 7822
14 Ammon E. Francom, Esq.
15 Nevada Bar No. 14196
16 1746 W. Horizon Ridge Parkway
17 Henderson, Nevada 89012
18
19
20
21
22
23
24
25

CERTIFICATE OF SERVICE

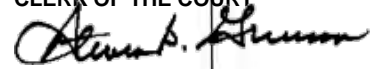
Pursuant to NRCP 5 and NEFCR 9, the undersigned hereby certifies that on January 5, 2022, a copy of the foregoing GUARDIAN ROBYN FRIEDMAN AND INTERESTED PARTY DONNA SIMMONS' OPPOSITION TO MOTION TO STAY ORDER FOR REMOVAL OF GUARDIAN AND ORDER APPOINTING SUCCESSOR GENERAL GUARDIAN OF THE PERSON AND ESTATE AND FOR ISSUANCE OF LETTERS OF GENERAL GUARDIANSHIP was e-served to the following individuals and 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@lacsns.org <i>Attorney for Kathleen June Jones</i> Penny Walker walker@lacsns.org <i>Counsel for June Jones</i>
Geraldine Tomich, Esq. gtomich@maclaw.com James Beckstrom, Esq. jbeckstrom@maclaw.com Javie-Anne A. Bauer jbauer@maclaw.com Deana DePry ddepri@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 ebrickfield@dlnevadalaw.com Melissa R. Douglas	

mdouglas@dlnevadalaw.com Karen Friedrich kfriedrich@dlnevadalaw.com <i>Guardian Ad Litem for Kathleen June Jones</i>	
Cameron Simmons Cameronnscott@yahoo.com	Scott Simmons scott@technocoatings.com

MICHAELSON LAW

/s/ Matthew Whittaker
Employee of Michaelson Law



IARV

John P. Michaelson, Esq.
Nevada Bar No. 7822
Email: john@michaelsonlaw.com
Ammon E. Francom, Esq.
Nevada Bar No. 14196
Email: ammon@michaelson.law.com
MICHAELSON LAW
1746 West Horizon Ridge Parkway
Henderson, Nevada 89012
Ph: (702) 731-2333
Fax: (702) 731-2337
*Counsel for Guardian, Robyn Friedman,
and Interested Party, Donna Simmons*

DISTRICT COURT

CLARK COUNTY, NEVADA

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

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

INVENTORY, APPRAISAL, OATH AND VERIFIED RECORD OF VALUE

Pursuant to NRS 159.085, Robyn Friedman, as Guardian of the Person and Estate of
Kathleen June Jones, hereby submits an Inventory of the estate of Kathleen June Jones as her
newly appointed Successor Guardian, having been appointed on December 6, 2021.

///

///

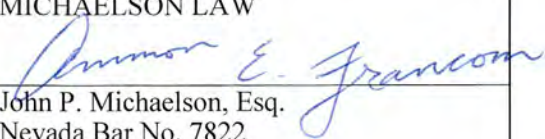
///

///

1 The Inventory is attached hereto as **Exhibit 1**. An appraisal shows a market value of
2 \$732,000 for the Anaheim House as of December 23, 2021 is attached hereto as **Exhibit 2**. A
3 Home Inspection Report for the Anaheim House is attached hereto as **Exhibit 3**.

4 DATED this 7th day of January, 2022.

5 MICHAELSON LAW


6 
7 John P. Michaelson, Esq.
8 Nevada Bar No. 7822
9 Ammon E. Francom, Esq.
10 Nevada Bar No. 14196
11 1746 West Horizon Ridge Parkway
12 Henderson, Nevada 89012
13 *Counsel for Guardian, Robyn Friedman,*
14 *and Interested Party, Donna Simmons*

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and NEFCR 9 the undersigned hereby certifies that on January 7, 2022, a copy of the INVENTORY, APPRAISAL, OATH AND VERIFIED RECORD OF VALUE was e-served and/or mailed by regular US first class mail, postage prepaid, in a sealed envelope in Henderson, Nevada to the following individuals and/or entities at the following addresses:

Kathleen June Jones 1054 S. Verde Street Anaheim, CA 92805 <i>Protected Person</i>	Robyn Friedman vgfun@hotmail.com <i>Guardian</i>
Elizabeth Brickfield DAWSON & LORDAHL PLLC ebrickfield@dlnevadalaw.com Melissa R. Douglas mdouglas@dlnevadalaw.com <i>Guardian Ad Litem for Kathleen June Jones</i>	Maria L. Parra-Sandoval, Esq. Legal Aid Center of Southern Nevada mparra@lacs.org <i>Attorney for Kathleen June Jones</i> Rosie Najera rnajera@lacs.org <i>Assistant to Attorney for Kathleen June Jones</i>

MICHAELSON LAW


Employee of Michaelson Law

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

EXHIBIT 2

MENESES APPRAISALS
24222 Ontario Lane
Lake Forest, CA 92630
714.336.2011
EMAIL MADMENESES@AOL.COM

**Lender
or Client:** ROBYN FRIEDMAN
1054 S VERDE ST
ANAHEIM, CA 92805

Borrower: JONES JUNE S
Property: 1054 S VERDE ST
ANAHEIM, CA 92805-5752

Item	Cost
UNIFORM RESIDENTIAL APPRAISAL REPORT (FANNIE MAE FORM 1004)	1,200.00
CLIENT PAID	-1,200.00
Total \$	0.00

Thank you

01/01/2022

ROBYN FRIEDMAN
1054 S VERDE ST
ANAHEIM, CA 92805

RE: JONES JUNE S
1054 S VERDE ST
ANAHEIM, CA 92805-5752
File No. ANAVERDE
Case No.

Dear CLIENT,

In accordance with your request, I have personally inspected and prepared an appraisal report of the real property located at:

1054 S VERDE ST, ANAHEIM, CA 92805-5752

The purpose of this appraisal is to estimate the market value of the property described in the body of this appraisal report.

Enclosed, please find the appraisal report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 12/23/2021 is:

\$ 732,000

The opinion of value expressed in this report is contingent upon the limiting conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Signature: _____



MADELINE MENESES
STATE CERTIFIED RESIDENTIAL APPRAISER

Uniform Residential Appraisal Report

The purpose of this appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.																																																																																																																																																									
Property Address		1054 S VERDE ST		City		ANAHEIM		State CA Zip Code 92805-5752																																																																																																																																																	
Borrower		JONES JUNE S		Owner of Public Record		JONES JUNE S		County ORANGE																																																																																																																																																	
Legal Description N-TRACT 6409 BLOCK LOT 8																																																																																																																																																									
Assessor's Parcel #		234-056-10		Tax Year		2020		R.E. Taxes \$ 983																																																																																																																																																	
Neighborhood Name		ANAHEIM		Map Reference		GOOGLE MAPS		Census Tract 0863.03																																																																																																																																																	
Occupant		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant		Special Assessments \$		357		PUD HOA \$ 0 per year per month																																																																																																																																																	
Property Rights Appraised		<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)																																																																																																																																																							
Assignment Type		<input type="checkbox"/> Purchase Transaction <input type="checkbox"/> Refinance Transaction <input checked="" type="checkbox"/> Other (describe)		GUARDIANSHIP ESTATE ASSESSMENT																																																																																																																																																					
Lender/Client		ROBYN FRIEDMAN		Address		1054 S VERDE ST, ANAHEIM, CA 92805																																																																																																																																																			
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																																																																																																																																									
Report data source(s) used, offerings price(s), and date(s). WIN2DATA, TITLE, MLS																																																																																																																																																									
I <input type="checkbox"/> did <input type="checkbox"/> did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.																																																																																																																																																									
Contract Price \$ Date of Contract Is the property seller the owner of public record? <input type="checkbox"/> Yes <input type="checkbox"/> No Data Source(s) REALIST Is there any financial assistance (loan charges, sale concessions, gift or down payment assistance, etc.) to be paid by any party on behalf of the borrower? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, report the total dollar amount and describe the items to be paid.																																																																																																																																																									
Note: Race and the racial composition of the neighborhood are not appraisal factors.																																																																																																																																																									
<table border="1"> <thead> <tr> <th colspan="4">Neighborhood Characteristics</th> <th colspan="4">One-Unit Housing Trends</th> <th colspan="2">One-Unit Housing</th> <th colspan="2">Present Land Use %</th> </tr> </thead> <tbody> <tr> <td>Location</td> <td><input type="checkbox"/> Urban</td> <td><input checked="" type="checkbox"/> Suburban</td> <td><input type="checkbox"/> Rural</td> <td>Property Values</td> <td><input checked="" type="checkbox"/> Increasing</td> <td><input type="checkbox"/> Stable</td> <td><input type="checkbox"/> Declining</td> <td>PRICE</td> <td>AGE</td> <td>One-Unit</td> <td>70 %</td> </tr> <tr> <td>Built-Up</td> <td><input checked="" type="checkbox"/> Over 75%</td> <td><input type="checkbox"/> 25-75%</td> <td><input type="checkbox"/> Under 25%</td> <td>Demand/Supply</td> <td><input checked="" type="checkbox"/> Shortage</td> <td><input type="checkbox"/> In Balance</td> <td><input type="checkbox"/> Over Supply</td> <td>\$ (000)</td> <td>(yrs)</td> <td>2-4 Unit</td> <td>10 %</td> </tr> <tr> <td>Growth</td> <td><input type="checkbox"/> Rapid</td> <td><input checked="" type="checkbox"/> Stable</td> <td><input type="checkbox"/> Slow</td> <td>Marketing Time</td> <td><input checked="" type="checkbox"/> Under 3 mths</td> <td><input type="checkbox"/> 3-6 mths</td> <td><input type="checkbox"/> Over 6 mths</td> <td>700</td> <td>Low 28</td> <td>Multi-Family</td> <td>10 %</td> </tr> <tr> <td>Neighborhood Boundaries</td> <td colspan="7">NORTH: E LA PALMA AVE, SOUTH: E BALL RD, EAST: S SUNKIST ST, WEST: S EAST ST</td> <td>900</td> <td>High 89</td> <td>Commercial</td> <td>10 %</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>750</td> <td>Pred. 54</td> <td>Other</td> <td>0 %</td> </tr> </tbody> </table>										Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Present Land Use %		Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Property Values	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining	PRICE	AGE	One-Unit	70 %	Built-Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	Demand/Supply	<input checked="" type="checkbox"/> Shortage	<input type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	10 %	Growth	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	Marketing Time	<input checked="" type="checkbox"/> Under 3 mths	<input type="checkbox"/> 3-6 mths	<input type="checkbox"/> Over 6 mths	700	Low 28	Multi-Family	10 %	Neighborhood Boundaries	NORTH: E LA PALMA AVE, SOUTH: E BALL RD, EAST: S SUNKIST ST, WEST: S EAST ST							900	High 89	Commercial	10 %									750	Pred. 54	Other	0 %																																																																								
Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Present Land Use %																																																																																																																																															
Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Property Values	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining	PRICE	AGE	One-Unit	70 %																																																																																																																																														
Built-Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	Demand/Supply	<input checked="" type="checkbox"/> Shortage	<input type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	10 %																																																																																																																																														
Growth	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	Marketing Time	<input checked="" type="checkbox"/> Under 3 mths	<input type="checkbox"/> 3-6 mths	<input type="checkbox"/> Over 6 mths	700	Low 28	Multi-Family	10 %																																																																																																																																														
Neighborhood Boundaries	NORTH: E LA PALMA AVE, SOUTH: E BALL RD, EAST: S SUNKIST ST, WEST: S EAST ST							900	High 89	Commercial	10 %																																																																																																																																														
								750	Pred. 54	Other	0 %																																																																																																																																														
Neighborhood Description SUPPORT SERVICES ARE LOCATED WITHIN A 1/2 MILE RADIUS. THE SUBJECT PROPERTY IS LOCATED ON A QUIET RESIDENTIAL STREET. THE SUBJECT'S MARKET SEGMENT CONSISTS OF CONFORMING SFR'S OF AVERAGE TO AVERAGE PLUS CONDITION AND OF A SIMILAR MAINTENANCE LEVEL. THE SUBJECT PROPERTY CONFORMS WELL TO THE ADJACENT PARCELS.																																																																																																																																																									
Market Conditions (including support for the above conclusions) VALUES ARE STABLE. INT RATES ARE UNDER 5.0% WHICH MAKES THEM AFFORDABLE IN SO CAL. TYPICAL FINANCING IS CONVENTIONAL (0-20% DOWN PAYMENT). FIXED RATE MORTGAGES ARE PREFERRED TO ADJ RATE MORTGAGES, DUE TO LOWER INTEREST RATES. BUYER DEMAND STABLE. TYPICAL MARKETING TIME IS BETWEEN 0-120 DAYS.																																																																																																																																																									
Dimensions 61.10 X 61.10 X 100 Area 6110 sf Shape RECTANGULAR View N Res.																																																																																																																																																									
Specific Zoning Classification RS01 Zoning Description RESIDENTIAL SFR																																																																																																																																																									
Zoning Compliance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use) <input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe)																																																																																																																																																									
Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe.																																																																																																																																																									
<table border="1"> <thead> <tr> <th colspan="2">Utilities Public Other (describe)</th> <th colspan="2">Public Other (describe)</th> <th colspan="2">Off-site Improvements-Type</th> <th colspan="2">Public Private</th> </tr> </thead> <tbody> <tr> <td>Electricity</td> <td><input checked="" type="checkbox"/></td> <td>Water</td> <td><input checked="" type="checkbox"/></td> <td>Street</td> <td>ASPHALT</td> <td><input checked="" type="checkbox"/></td> <td></td> </tr> <tr> <td>Gas</td> <td><input checked="" type="checkbox"/></td> <td>Sanitary Sewer</td> <td><input checked="" type="checkbox"/></td> <td>Alley</td> <td>NONE</td> <td></td> <td></td> </tr> </tbody> </table>										Utilities Public Other (describe)		Public Other (describe)		Off-site Improvements-Type		Public Private		Electricity	<input checked="" type="checkbox"/>	Water	<input checked="" type="checkbox"/>	Street	ASPHALT	<input checked="" type="checkbox"/>		Gas	<input checked="" type="checkbox"/>	Sanitary Sewer	<input checked="" type="checkbox"/>	Alley	NONE																																																																																																																										
Utilities Public Other (describe)		Public Other (describe)		Off-site Improvements-Type		Public Private																																																																																																																																																			
Electricity	<input checked="" type="checkbox"/>	Water	<input checked="" type="checkbox"/>	Street	ASPHALT	<input checked="" type="checkbox"/>																																																																																																																																																			
Gas	<input checked="" type="checkbox"/>	Sanitary Sewer	<input checked="" type="checkbox"/>	Alley	NONE																																																																																																																																																				
FEMA Special Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No FEMA Flood Zone X500 FEMA Map # 06059C0134J FEMA Map Date 12/03/2009																																																																																																																																																									
Are the utilities and/or off-site improvements typical for the market area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe.																																																																																																																																																									
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe.																																																																																																																																																									
THERE ARE NO APPARENT ADVERSE EASEMENTS, ENCROACHMENTS OR OTHER ENVIRONMENTAL CONDITIONS ON THE SUBJECT OR ADJACENT PROPERTIES AT THE DATE OF APPRAISAL.																																																																																																																																																									
<table border="1"> <thead> <tr> <th colspan="2">General Description</th> <th colspan="2">Foundation</th> <th colspan="2">Exterior Description materials/condition</th> <th colspan="2">Interior materials/condition</th> </tr> </thead> <tbody> <tr> <td>Units</td> <td><input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit</td> <td><input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space</td> <td></td> <td>Foundation Walls</td> <td>CONCRETE/AVG</td> <td>Floors</td> <td>TILE/AVG</td> </tr> <tr> <td># of Stories</td> <td>1 0</td> <td><input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement</td> <td></td> <td>Exterior Walls</td> <td>STUCCO/AVG</td> <td>Walls</td> <td>DRYWALL/AVG</td> </tr> <tr> <td>Type</td> <td><input checked="" type="checkbox"/> Det <input type="checkbox"/> Att <input type="checkbox"/> S-Det/End Unit</td> <td>Basement Area</td> <td>0 sq. ft.</td> <td>Roof Surface</td> <td>TILE/AVG</td> <td>Trim/Finish</td> <td>PAINT/WOOD/AVG</td> </tr> <tr> <td><input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.</td> <td></td> <td>Basement Finish</td> <td>0 %</td> <td>Gutters & Downspouts</td> <td>ADQ/OVERHGI/AVG</td> <td>Bath Floor</td> <td>TILE/AVG</td> </tr> <tr> <td>Design (Style)</td> <td>CONTEMP</td> <td><input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump</td> <td></td> <td>Window Type</td> <td>VINYL/AVG</td> <td>Bath Wainscot</td> <td>FIBERGLASS/AVG</td> </tr> <tr> <td>Year Built</td> <td>1988</td> <td>Evidence of <input type="checkbox"/> Infestation</td> <td>NONE</td> <td>Storm Sash/Insulated</td> <td>NONE/YES/AVG</td> <td>Car Storage</td> <td>None</td> </tr> <tr> <td>Effective Age (Yrs)</td> <td>27</td> <td><input type="checkbox"/> Dampness <input type="checkbox"/> Settlement</td> <td></td> <td>Screens</td> <td>YES/AVG</td> <td><input checked="" type="checkbox"/> Driveway</td> <td># of Cars 2</td> </tr> <tr> <td>Attic</td> <td><input type="checkbox"/> None</td> <td>Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWB <input type="checkbox"/> Radiant</td> <td></td> <td>Amenities</td> <td></td> <td>Woodstove(s) #</td> <td>0</td> </tr> <tr> <td><input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs</td> <td></td> <td><input type="checkbox"/> Other Fuel ELEC</td> <td></td> <td><input checked="" type="checkbox"/> Fireplace(s) #</td> <td>1</td> <td><input checked="" type="checkbox"/> Fence BLK/WD</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Floor <input checked="" type="checkbox"/> Scuttle</td> <td></td> <td>Cooling <input checked="" type="checkbox"/> Central Air Conditioning</td> <td></td> <td><input checked="" type="checkbox"/> Patio/Deck CEM</td> <td><input checked="" type="checkbox"/> Porch CEMENT</td> <td>Carport</td> <td># of Cars 0</td> </tr> <tr> <td><input type="checkbox"/> Finished <input type="checkbox"/> Heated</td> <td></td> <td><input type="checkbox"/> Individual <input type="checkbox"/> Other</td> <td></td> <td><input type="checkbox"/> Pool None</td> <td><input type="checkbox"/> Other NONE</td> <td>Att</td> <td>Det <input checked="" type="checkbox"/> Built-in</td> </tr> <tr> <td colspan="8">Appliances Refrigerator <input checked="" type="checkbox"/> Range/Oven <input checked="" type="checkbox"/> Dishwasher <input checked="" type="checkbox"/> Disposal <input checked="" type="checkbox"/> Microwave <input checked="" type="checkbox"/> Washer/Dryer <input type="checkbox"/> Other (describe)</td> </tr> <tr> <td colspan="8">Finished area above grade contains: 8 Rooms 3 Bedrooms 2.0 Bath(s) 1,236 Square Feet of Gross Living Area Above Grade</td> </tr> <tr> <td colspan="8">Additional features (special energy efficient items, etc.) NONE</td> </tr> <tr> <td colspan="8">Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C3:Kitchen-remodeled-six to ten years ago,Bathrooms-remodeled-six to ten years ago,ALL IMPROVEMENTS APPEAR TO BE IN AVERAGE CONDITION. NO NECESSARY REPAIRS NOTED AT THE TIME OF INSPECTION. NO TITLE, TERMITE OR SOILS REPORTS REVIEWED BY APPRAISER. NO EXTERNAL OR FUNCTIONAL OBSOLESCENCE NOTED. REMAINING ECONOMIC LIFE IS ESTIMATED AT 50 YEARS. THE SUBJECT IS HABITABLE WITH KITCHEN CABINETS AND ALL APPLIANCES. ELECTRICAL AND PLUMBING ARE IN WORKING ORDER.</td> </tr> <tr> <td colspan="8">Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe</td> </tr> <tr> <td colspan="8">Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe</td> </tr> </tbody></table>										General Description		Foundation		Exterior Description materials/condition		Interior materials/condition		Units	<input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space		Foundation Walls	CONCRETE/AVG	Floors	TILE/AVG	# of Stories	1 0	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement		Exterior Walls	STUCCO/AVG	Walls	DRYWALL/AVG	Type	<input checked="" type="checkbox"/> Det <input type="checkbox"/> Att <input type="checkbox"/> S-Det/End Unit	Basement Area	0 sq. ft.	Roof Surface	TILE/AVG	Trim/Finish	PAINT/WOOD/AVG	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.		Basement Finish	0 %	Gutters & Downspouts	ADQ/OVERHGI/AVG	Bath Floor	TILE/AVG	Design (Style)	CONTEMP	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump		Window Type	VINYL/AVG	Bath Wainscot	FIBERGLASS/AVG	Year Built	1988	Evidence of <input type="checkbox"/> Infestation	NONE	Storm Sash/Insulated	NONE/YES/AVG	Car Storage	None	Effective Age (Yrs)	27	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement		Screens	YES/AVG	<input checked="" type="checkbox"/> Driveway	# of Cars 2	Attic	<input type="checkbox"/> None	Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWB <input type="checkbox"/> Radiant		Amenities		Woodstove(s) #	0	<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs		<input type="checkbox"/> Other Fuel ELEC		<input checked="" type="checkbox"/> Fireplace(s) #	1	<input checked="" type="checkbox"/> Fence BLK/WD		<input type="checkbox"/> Floor <input checked="" type="checkbox"/> Scuttle		Cooling <input checked="" type="checkbox"/> Central Air Conditioning		<input checked="" type="checkbox"/> Patio/Deck CEM	<input checked="" type="checkbox"/> Porch CEMENT	Carport	# of Cars 0	<input type="checkbox"/> Finished <input type="checkbox"/> Heated		<input type="checkbox"/> Individual <input type="checkbox"/> Other		<input type="checkbox"/> Pool None	<input type="checkbox"/> Other NONE	Att	Det <input checked="" type="checkbox"/> Built-in	Appliances Refrigerator <input checked="" type="checkbox"/> Range/Oven <input checked="" type="checkbox"/> Dishwasher <input checked="" type="checkbox"/> Disposal <input checked="" type="checkbox"/> Microwave <input checked="" type="checkbox"/> Washer/Dryer <input type="checkbox"/> Other (describe)								Finished area above grade contains: 8 Rooms 3 Bedrooms 2.0 Bath(s) 1,236 Square Feet of Gross Living Area Above Grade								Additional features (special energy efficient items, etc.) NONE								Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C3:Kitchen-remodeled-six to ten years ago,Bathrooms-remodeled-six to ten years ago,ALL IMPROVEMENTS APPEAR TO BE IN AVERAGE CONDITION. NO NECESSARY REPAIRS NOTED AT THE TIME OF INSPECTION. NO TITLE, TERMITE OR SOILS REPORTS REVIEWED BY APPRAISER. NO EXTERNAL OR FUNCTIONAL OBSOLESCENCE NOTED. REMAINING ECONOMIC LIFE IS ESTIMATED AT 50 YEARS. THE SUBJECT IS HABITABLE WITH KITCHEN CABINETS AND ALL APPLIANCES. ELECTRICAL AND PLUMBING ARE IN WORKING ORDER.								Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe								Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe							
General Description		Foundation		Exterior Description materials/condition		Interior materials/condition																																																																																																																																																			
Units	<input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space		Foundation Walls	CONCRETE/AVG	Floors	TILE/AVG																																																																																																																																																		
# of Stories	1 0	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement		Exterior Walls	STUCCO/AVG	Walls	DRYWALL/AVG																																																																																																																																																		
Type	<input checked="" type="checkbox"/> Det <input type="checkbox"/> Att <input type="checkbox"/> S-Det/End Unit	Basement Area	0 sq. ft.	Roof Surface	TILE/AVG	Trim/Finish	PAINT/WOOD/AVG																																																																																																																																																		
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.		Basement Finish	0 %	Gutters & Downspouts	ADQ/OVERHGI/AVG	Bath Floor	TILE/AVG																																																																																																																																																		
Design (Style)	CONTEMP	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump		Window Type	VINYL/AVG	Bath Wainscot	FIBERGLASS/AVG																																																																																																																																																		
Year Built	1988	Evidence of <input type="checkbox"/> Infestation	NONE	Storm Sash/Insulated	NONE/YES/AVG	Car Storage	None																																																																																																																																																		
Effective Age (Yrs)	27	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement		Screens	YES/AVG	<input checked="" type="checkbox"/> Driveway	# of Cars 2																																																																																																																																																		
Attic	<input type="checkbox"/> None	Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWB <input type="checkbox"/> Radiant		Amenities		Woodstove(s) #	0																																																																																																																																																		
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs		<input type="checkbox"/> Other Fuel ELEC		<input checked="" type="checkbox"/> Fireplace(s) #	1	<input checked="" type="checkbox"/> Fence BLK/WD																																																																																																																																																			
<input type="checkbox"/> Floor <input checked="" type="checkbox"/> Scuttle		Cooling <input checked="" type="checkbox"/> Central Air Conditioning		<input checked="" type="checkbox"/> Patio/Deck CEM	<input checked="" type="checkbox"/> Porch CEMENT	Carport	# of Cars 0																																																																																																																																																		
<input type="checkbox"/> Finished <input type="checkbox"/> Heated		<input type="checkbox"/> Individual <input type="checkbox"/> Other		<input type="checkbox"/> Pool None	<input type="checkbox"/> Other NONE	Att	Det <input checked="" type="checkbox"/> Built-in																																																																																																																																																		
Appliances Refrigerator <input checked="" type="checkbox"/> Range/Oven <input checked="" type="checkbox"/> Dishwasher <input checked="" type="checkbox"/> Disposal <input checked="" type="checkbox"/> Microwave <input checked="" type="checkbox"/> Washer/Dryer <input type="checkbox"/> Other (describe)																																																																																																																																																									
Finished area above grade contains: 8 Rooms 3 Bedrooms 2.0 Bath(s) 1,236 Square Feet of Gross Living Area Above Grade																																																																																																																																																									
Additional features (special energy efficient items, etc.) NONE																																																																																																																																																									
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C3:Kitchen-remodeled-six to ten years ago,Bathrooms-remodeled-six to ten years ago,ALL IMPROVEMENTS APPEAR TO BE IN AVERAGE CONDITION. NO NECESSARY REPAIRS NOTED AT THE TIME OF INSPECTION. NO TITLE, TERMITE OR SOILS REPORTS REVIEWED BY APPRAISER. NO EXTERNAL OR FUNCTIONAL OBSOLESCENCE NOTED. REMAINING ECONOMIC LIFE IS ESTIMATED AT 50 YEARS. THE SUBJECT IS HABITABLE WITH KITCHEN CABINETS AND ALL APPLIANCES. ELECTRICAL AND PLUMBING ARE IN WORKING ORDER.																																																																																																																																																									
Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe																																																																																																																																																									
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe																																																																																																																																																									

Uniform Residential Appraisal Report

There are 0 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 0 to \$ 0	
There are 5 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 575,000 to \$ 766,000	
FEATURE	SUBJECT
Address	1054 S VERDE ST ANAHEIM, CA 92805-5752
Proximity to Subject	0.09 miles NW
Sale Price	\$ 766,000
Sale Price/Gross Liv. Area	\$ 0.00 sq. ft.
Data Source(s)	MLSPW#21166895,DOM 7
Verification Source(s)	REALIST, DOC# 582086
VALUE ADJUSTMENTS	DESCRIPTION DESCRIPTION +(-) \$ Adjustment
Sale or Financing	ArmLth
Concessions	Conv,0
Date of Sale/Time	s09/21,c08/21
Location	A,BsyRd,
Leasehold/Fee Simple	FEE SIMPLE
Site	6110 sf
View	N,Res,
Design (Style)	DT1.0,CONTEMP
Quality of Construction	Q4
Actual Age	54
Condition	C3
Above Grade	Total Bdrms Baths
Room Count	6 3 2.0
Gross Living Area	1,236 sq. ft.
Basement & Finished Rooms Below Grade	0sf
Functional Utility	AVERAGE
Heating/Cooling	FWA/CAC
Energy Efficient Items	NONE NOTED
Garage/Carport	2gb2dw
Porch/Patio/Deck	PATIO, PORCH
FIREPLACE	1 FRPLC
POOL/SPA	NO POOL
Net Adjustment (Total)	\$ -34,000
Adjusted Sale Price of Comparables	Net Adj: -4% Gross Adj: 4% \$ 732,000
I x did not research the sale or transfer history of the subject property and comparable sales. If not, explain	
My research did x did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.	
Data source(s) MULTIPLE LISTING SERVICE, WIN2DATA/1ST AMERICAN, SALES/LISTING AGENT, CURRENT OWNER.	
My research did x did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.	
Data source(s) MULTIPLE LISTING SERVICE, WIN2DATA/1ST AMERICAN, SALES/LISTING AGENT, CURRENT OWNER.	
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).	
ITEM	SUBJECT
Date of Prior Sale/Transfer	
Price of Prior Sale/Transfer	
Data Source(s)	MLS/REALIST PUB REC
Effective Date of Data Source(s)	12/28/2021
Analysis of prior sale or transfer history of the subject property and comparable sales THE SUBJECT'S 3-YEAR CONVEYANCE HISTORY IS AS FOLLOWS: NONE. NONE OF THE OTHER COMPARABLES HAVE TRANSFERRED IN THE PREVIOUS 12 MONTHS.	
Summary of Sales Comparison Approach ADJUSTMENTS AS FOLLOWS 1 BATH \$10,000, CLA \$95/SQ FT, GARAGE \$10,000/1 CAR. ALL ADJUSTMENTS WERE ROUNDED TO THE NEAREST \$1,000. ALL APPLIED ADJUSTMENTS WERE BASED ON THE THEORY OF "MATCHED PAIR" ANALYSIS.	
MOST WEIGHT IS GIVEN TO COMP 1 WHICH IS MOST SIMILAR IN ROOM COUNT WITH A TANDEN BEDROOM ACCESS TO THE GARAGE. IT ALSO HAS SIMILAR EXTERNAL INFLUENCE BACKING STATE COLLEGE BLVD. IT IS ALSO MOST SIMILAR IN QUALITY OF UPGRADES. COMPS 2 & 3 HAVE NO EXTERNAL INFLUENCE. COMP 3 IS GIVEN LEAST WEIGHT. IT IS A COMPLETE REMODEL OF GOOD QUALITY.	
Indicated Value by Sales Comparison Approach \$ 732,000	
Indicated Value by: Sales Comparison Approach \$ 732,000 Cost Approach (if developed) \$ Income Approach (if developed) \$	
THE MKT DATA APPROACH IS GIVEN MOST WEIGHT. THIS IS NOT TYPICALLY A RENTAL PROPERTY, SO THE INCOME APPROACH IS NOT GIVEN CONSIDERATION.	
This appraisal is made x "as is," subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: THERE ARE NO CONDITIONS TO THIS APPRAISAL PER USPAP THIS IS AN APPRAISAL REPORT.	
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 732,000, as of 12/23/2021, which is the date of inspection and the effective date of this appraisal.	

Uniform Residential Appraisal Report

UNIFORM RESIDENTIAL APPRAISAL REPORT																																																																																																					
COMMENTS ON LENDER REQUIREMENTS: THIS REPORT COMPLIES WITH LENDER REQUIREMENTS THAT WERE SUBMITTED WITH ORDER. CARBON MONOXIDE/SMOKE DETECTORS NOTED AND HOT WATER HEATER IS PER LOCAL CODE. UTILITIES WERE ON AT TIME OF INSPECTION AND WERE OPERATIONAL. SUBJECT PROPERTY IS HABITABLE AND ALL APPLIANCES, PLUMBING, ELECTRICAL, ETC. APPEARED TO BE FUNCTIONAL AND IN GOOD WORKING CONDITION. I CERTIFY THAT THIS APPRAISAL REPORT WAS COMPLETED IN COMPLIANCE WITH THE APPRAISER INDEPENDENCE REQUIREMENTS (AIR) AS DEVELOPED BY FANNIE MAE, FREDDIE MAC, AND KEY INDUSTRY PARTICIPANTS.																																																																																																					
INTENDED USER/USE: THE INTENDED USER OF THIS APPRAISAL REPORT IS THE CLIENT. THE INTENDED USE IS TO EVALUATE THE PROPERTY THAT IS THE SUBJECT OF THIS APPRAISAL FOR ESTATE MANAGEMENT. NO ADDITIONAL INTENDED USERS ARE IDENTIFIED BY THE APPRAISER.																																																																																																					
ADDITIONAL COMMENTS																																																																																																					
COST APPROACH TO VALUE (not required by Fannie Mae.)																																																																																																					
Provide adequate information for the lender/client to replicate your cost figures and calculations.																																																																																																					
Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)																																																																																																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ESTIMATED <input type="checkbox"/></td> <td style="width: 15%;">REPRODUCTION OR <input type="checkbox"/></td> <td style="width: 15%;">REPLACEMENT COST NEW <input type="checkbox"/></td> <td colspan="4" style="text-align: center;">OPINION OF SITE VALUE</td> <td style="width: 15%; text-align: right;">=\$</td> <td style="width: 10%;"></td> </tr> <tr> <td colspan="3" style="font-size: x-small;">Source of cost data</td> <td colspan="2" style="font-size: x-small;">Dwelling</td> <td style="font-size: x-small;">1,236</td> <td style="font-size: x-small;">Sq. Ft. @ \$</td> <td style="text-align: right;">=\$</td> <td style="text-align: right;">0</td> </tr> <tr> <td colspan="3" style="font-size: x-small;">Quality rating from cost service</td> <td colspan="2" style="font-size: x-small;">Effective date of cost data</td> <td></td> <td style="font-size: x-small;">Sq. Ft. @ \$</td> <td style="text-align: right;">=\$</td> <td></td> </tr> <tr> <td colspan="3" style="font-size: x-small;">Comments on Cost Approach (gross living area calculations, depreciation, etc.)</td> <td colspan="4" style="font-size: x-small;">HARDSCAPE</td> <td></td> <td></td> </tr> <tr> <td colspan="3" style="font-size: x-small;">T</td> <td colspan="2" style="font-size: x-small;">Garage/Carport</td> <td style="font-size: x-small;">Sq. Ft. @ \$</td> <td style="text-align: right;">=\$</td> <td style="text-align: right;">0</td> </tr> <tr> <td colspan="3"></td> <td colspan="2" style="font-size: x-small;">Total Estimate of Cost-new</td> <td></td> <td style="text-align: right;">=\$</td> <td style="text-align: right;">0</td> </tr> <tr> <td colspan="3"></td> <td style="font-size: x-small;">Less</td> <td style="font-size: x-small;">Physical 0</td> <td style="font-size: x-small;">Functional 0</td> <td style="font-size: x-small;">External 0</td> <td></td> </tr> <tr> <td colspan="3"></td> <td style="font-size: x-small;">Depreciation</td> <td style="font-size: x-small;">0</td> <td style="font-size: x-small;">0</td> <td style="font-size: x-small;">0</td> <td style="text-align: right;">=\$ (0)</td> </tr> <tr> <td colspan="3"></td> <td colspan="2" style="font-size: x-small;">Depreciated Cost of Improvements</td> <td></td> <td style="text-align: right;">=\$</td> <td style="text-align: right;">0</td> </tr> <tr> <td colspan="3"></td> <td colspan="2" style="font-size: x-small;">*As-is* Value of Site Improvements</td> <td></td> <td style="text-align: right;">=\$</td> <td></td> </tr> <tr> <td colspan="3" style="font-size: x-small;">Estimated Remaining Economic Life (HUD and VA only)</td> <td style="font-size: x-small;">50</td> <td style="font-size: x-small;">Years</td> <td colspan="2" style="font-size: x-small;">Indicated Value By Cost Approach</td> <td style="text-align: right;">=\$</td> </tr> </table>										ESTIMATED <input type="checkbox"/>	REPRODUCTION OR <input type="checkbox"/>	REPLACEMENT COST NEW <input type="checkbox"/>	OPINION OF SITE VALUE				=\$		Source of cost data			Dwelling		1,236	Sq. Ft. @ \$	=\$	0	Quality rating from cost service			Effective date of cost data			Sq. Ft. @ \$	=\$		Comments on Cost Approach (gross living area calculations, depreciation, etc.)			HARDSCAPE						T			Garage/Carport		Sq. Ft. @ \$	=\$	0				Total Estimate of Cost-new			=\$	0				Less	Physical 0	Functional 0	External 0					Depreciation	0	0	0	=\$ (0)				Depreciated Cost of Improvements			=\$	0				*As-is* Value of Site Improvements			=\$		Estimated Remaining Economic Life (HUD and VA only)			50	Years	Indicated Value By Cost Approach		=\$
ESTIMATED <input type="checkbox"/>	REPRODUCTION OR <input type="checkbox"/>	REPLACEMENT COST NEW <input type="checkbox"/>	OPINION OF SITE VALUE				=\$																																																																																														
Source of cost data			Dwelling		1,236	Sq. Ft. @ \$	=\$	0																																																																																													
Quality rating from cost service			Effective date of cost data			Sq. Ft. @ \$	=\$																																																																																														
Comments on Cost Approach (gross living area calculations, depreciation, etc.)			HARDSCAPE																																																																																																		
T			Garage/Carport		Sq. Ft. @ \$	=\$	0																																																																																														
			Total Estimate of Cost-new			=\$	0																																																																																														
			Less	Physical 0	Functional 0	External 0																																																																																															
			Depreciation	0	0	0	=\$ (0)																																																																																														
			Depreciated Cost of Improvements			=\$	0																																																																																														
			As-is Value of Site Improvements			=\$																																																																																															
Estimated Remaining Economic Life (HUD and VA only)			50	Years	Indicated Value By Cost Approach		=\$																																																																																														
INCOME APPROACH TO VALUE (not required by Fannie Mae.)																																																																																																					
Estimated Monthly Market Rent \$ X Gross Multiplier = \$ Indicated Value by Income Approach																																																																																																					
Summary of Income Approach (including support for market rent and GRM)																																																																																																					
PROJECT INFORMATION FOR PUDs (if applicable)																																																																																																					
Is the developer/builder in control of the Homeowner's Association (HOA)? <input type="checkbox"/> Yes <input type="checkbox"/> No Unit type(s) <input type="checkbox"/> Detached <input type="checkbox"/> Attached																																																																																																					
Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.																																																																																																					
Legal Name of Project																																																																																																					
Total number of phases Total number of units Total number of units sold																																																																																																					
Total number of units rented Total number of units for sale Data source(s)																																																																																																					
Was the project created by the conversion of existing building(s) into a PUD? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, date of conversion.																																																																																																					
Does the project contain any multi-dwelling units? <input type="checkbox"/> Yes <input type="checkbox"/> No Data source.																																																																																																					
Are the units, common elements, and recreation facilities complete? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, describe the status of completion.																																																																																																					
Are the common elements leased to or by the Homeowner's Association? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe the rental terms and options.																																																																																																					
Describe common elements and recreational facilities.																																																																																																					

Uniform Residential Appraisal Report

Case No.

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit, including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property; (2) inspect the neighborhood; (3) inspect each of the comparable sales from at least the street; (4) research, verify, and analyze data from reliable public and/or private sources; and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

Case No.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Uniform Residential Appraisal Report

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER



Signature _____
 Name MADLINE MENESES
 Company Name MENESES APPRAISALS
 Company Address 24222 Orlando Lane
Lake Forest, CA 92630
 Telephone Number 714-336-2011
 Email Address madmeneses@aol.com
 Date of Signature and Report 01/01/2022
 Effective Date of Appraisal 12/23/2021
 State Certification # AR003394
 or State License # _____
 or Other (describe) _____ State # _____
 State CA
 Expiration Date of Certification or License 12/31/2022

ADDRESS OF PROPERTY APPRAISED

1054 S VERDE ST
ANAHEIM, CA 92805-5752

APPRAISED VALUE OF SUBJECT PROPERTY \$ 732,000

LENDER/CLIENT

Name NONE
 Company Name ROBYN FRIEDMAN
 Company Address 1054 S VERDE ST
ANAHEIM, CA 92805
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
 Date of Inspection _____
☐ Did inspect interior and exterior of subject property
 Date of Inspection _____

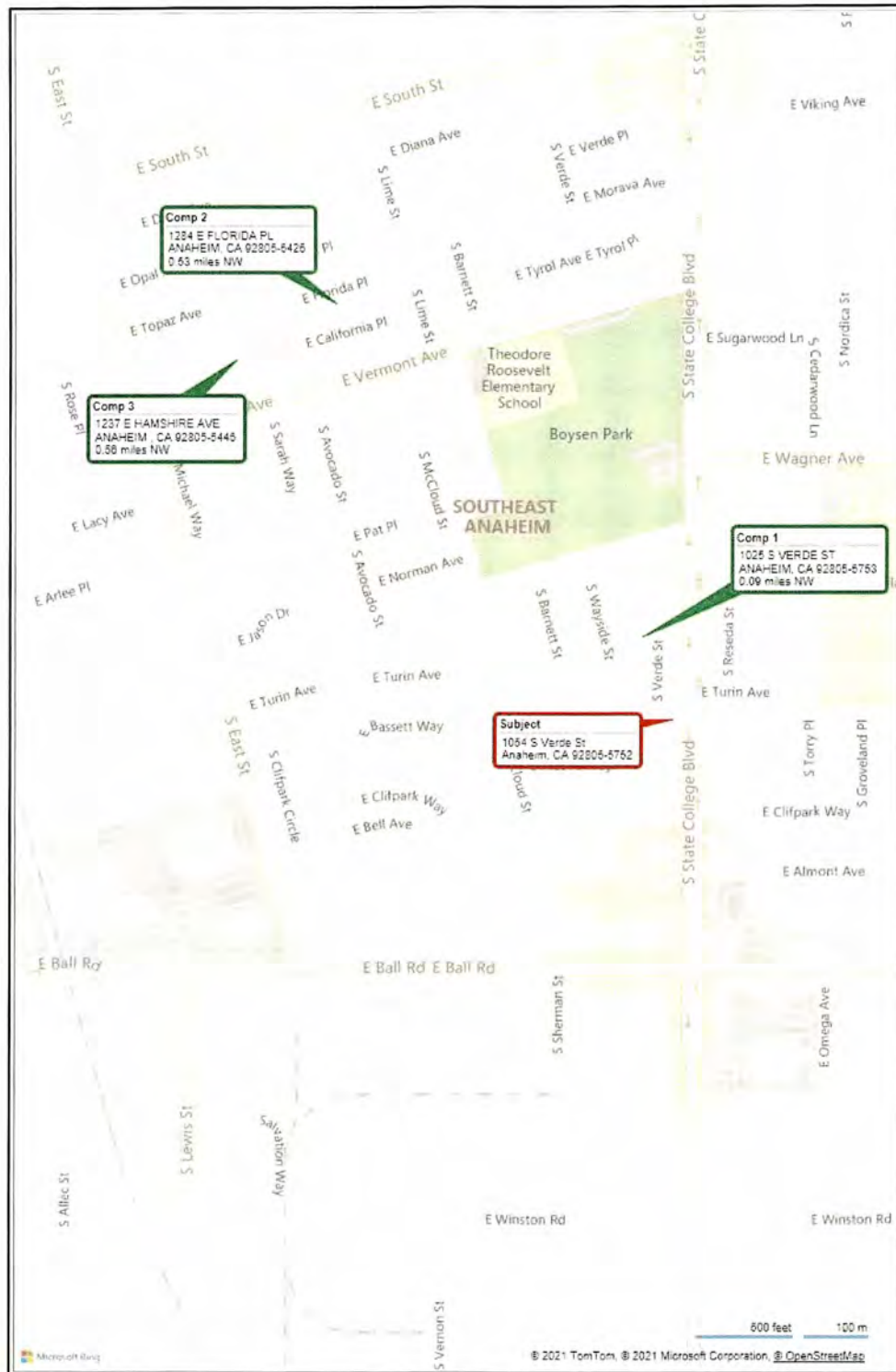
COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
 Date of Inspection _____

MENESES APPRAISALS
LOCATION MAP ADDENDUM

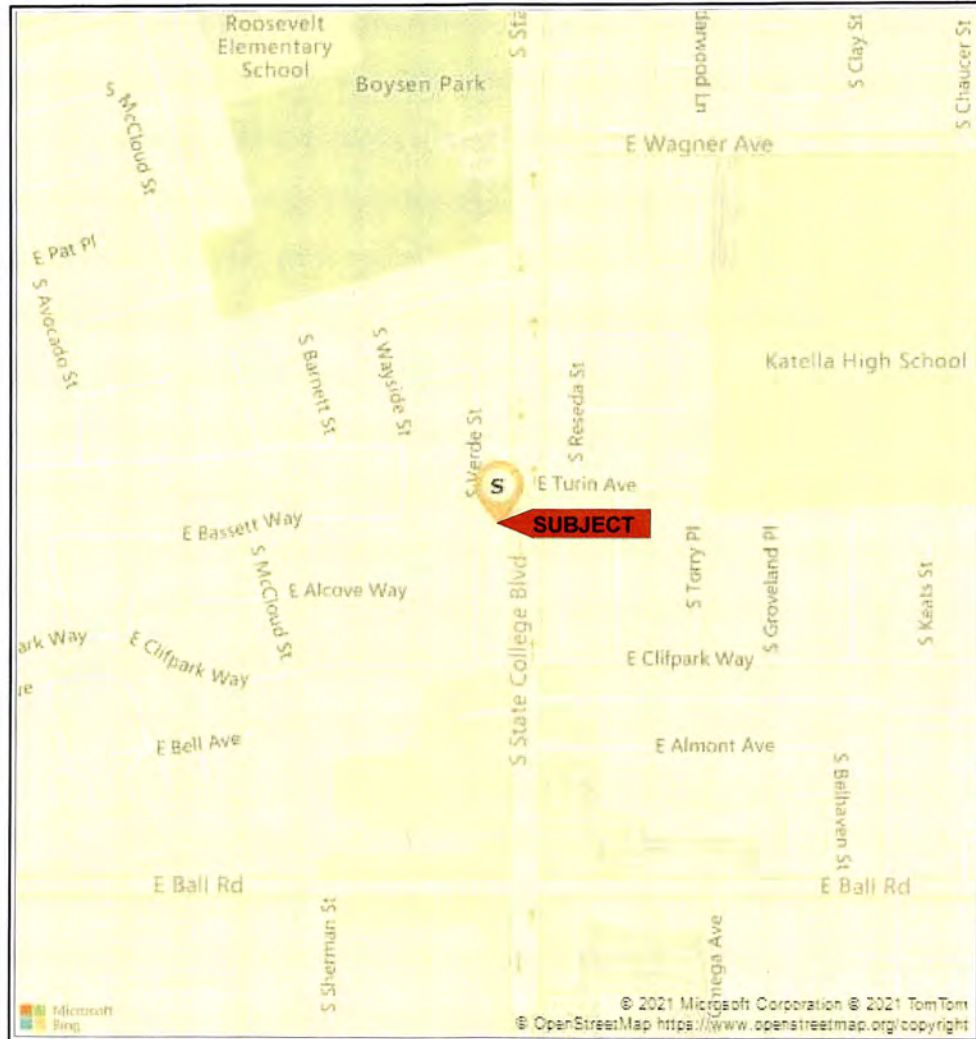
File No. ANAVERDE
 Case No.

Borrower	JONES JUNE S						
Property Address	1054 S VERDE ST						
City	ANAHEIM	County	ORANGE	State	CA	Zip Code	92805-6752
Lender/Client	ROBYN FRIEDMAN		Address 1054 S VERDE ST, ANAHEIM, CA 92805				



File No. ANAVERDE
Case No.

Property Address	1054 S VERDE ST	County	ORANGE	State	CA	Zip Code	92805-5752
City	ANAHEIM						
Lender/Client	ROBYN FRIEDMAN			Address	1054 S VERDE ST, ANAHEIM, CA	92805	



MENESES APPRAISALS
PLAT MAP

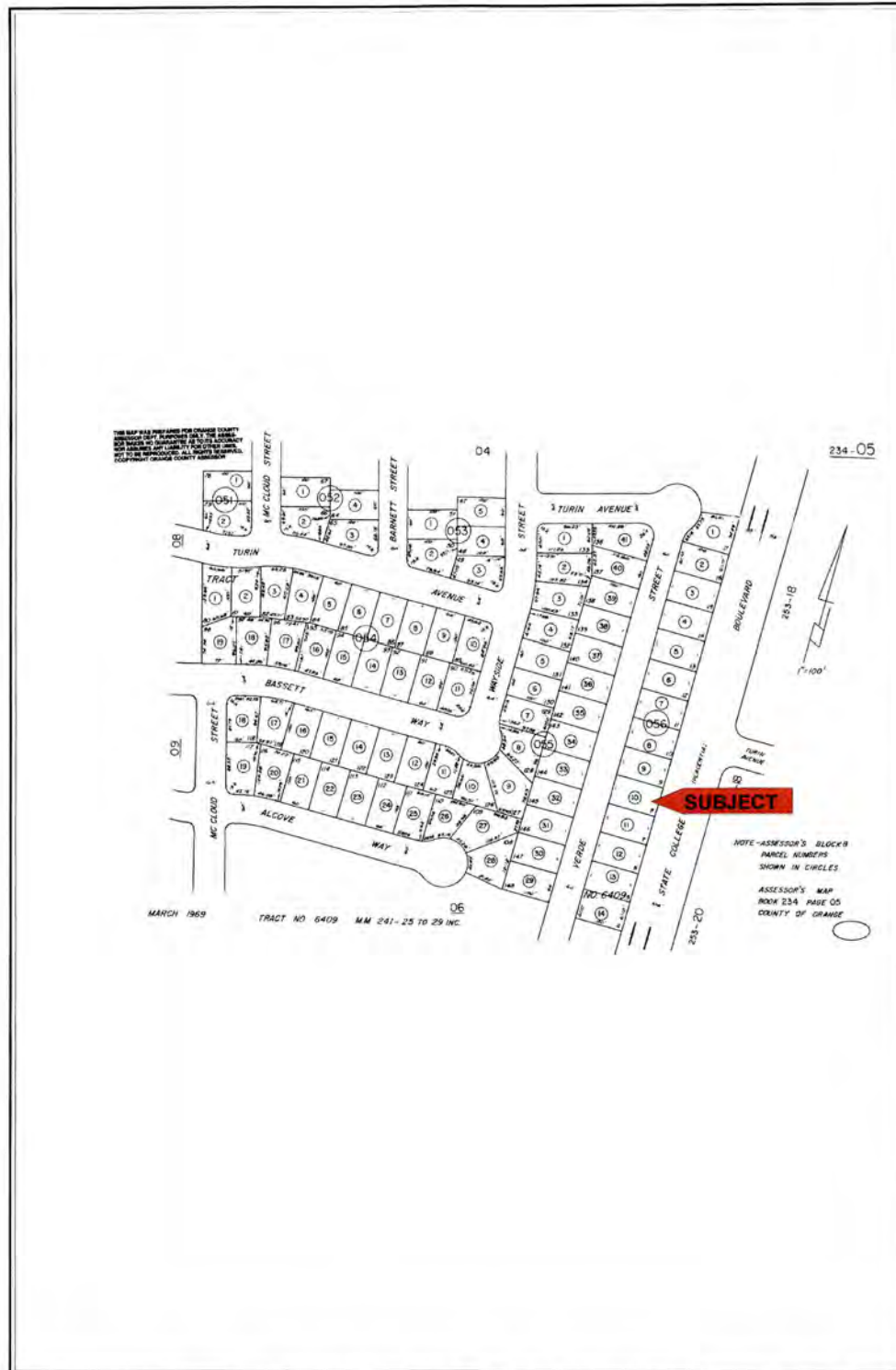
File No. ANAVERDE
 Case No.

Borrower JONES JUNE S

Property Address 1054 S VERDE ST

City ANAHEIM County ORANGE State CA Zip Code 92805-5752

Lender/Client ROBYN FRIEDMAN Address 1054 S VERDE ST, ANAHEIM, CA 92805



MENESES APPRAISALS
AERIAL MAP ADDENDUM

File No. ANAVERDE
Case No.

Borrower JONES JUNE S

Property Address 1054 S VERDE ST

City ANAHEIM County ORANGE State CA Zip Code 92805-5752

Lender/Client ROBYN FRIEDMAN Address 1054 S VERDE ST, ANAHEIM, CA 92805



Borrower JONES JUNE S

Property Address 1054 S VERDE ST

City ANAHEIM

County

ORANGE

State CA

Zip Code

92805-5752

Lender/Client ROBYN FRIEDMAN

Address 1054 S VERDE ST, ANAHEIM, CA 92805

1054 S Verde St, Anaheim, CA 92805-5752, Orange County

Beds	3	Baths	2	Sale Price	\$130,000	Sale Date	08/1987
Bldg Sq Ft	1,236	Lot Sq Ft	6,110	Yr Built	1968	Type	SFR
OWNER INFORMATION							
Owner Name	Jones June S			Tax Billing Zip	92805		
Mail Owner Name	June S Jones			Tax Billing Zip+4	5752		
Tax Billing Address	1054 S Verde St			Owner Vesting	Married Woman		
Tax Billing City & State	Anaheim, CA			Owner Occupied	Yes		
LOCATION INFORMATION							
Zip Code	92805			School District	Anaheim Un		
Carrier Route	C026			Comm College District Code	N Orange Co Jt		
Tract Number	6409			Census Tract	863.03		
TAX INFORMATION							
APN	234-056-10			Tax Area	01007		
Exemption(s)	Homeowner			Lot	8		
% Improved	57%			Water Tax Dist	Southern Calif Jt Re		
Legal Description	N-TRACT: 6409 BLOCK: LOT: 8						
ASSESSMENT & TAX							
Assessment Year	2021			2020	2019		
Assessed Value - Total	\$62,476			\$61,836	\$60,624		
Assessed Value - Land	\$27,024			\$26,747	\$26,223		
Assessed Value - Improved	\$35,452			\$35,089	\$34,401		
YOY Assessed Change (\$)	\$640			\$1,212			
YOY Assessed Change (%)	1.03%			2%			
Tax Year	Total Tax			Change (\$)	Change (%)		
2019	\$961						
2020	\$983			\$22	2.24%		
2021	\$990			\$7	0.72%		
Special Assessment				Tax Amount			
Ocsd Sewer User Fee				\$343.00			
Mwd Water Stdbdy Chg				\$8.54			
Mosq/Fire Ant Assmt				\$7.70			
Vector Control Chg				\$1.92			
Total Of Special Assessments				\$361.16			
CHARACTERISTICS							
County Land Use	Single Fam Residence			Total Baths	2		
Universal Land Use	SFR			Full Baths	2		
Lot Frontage	61			Heat Type	Heated		
Lot Depth	100			Garage Type	Garage/Carport		
Lot Acres	0.1403			Garage Sq Ft	446		
Lot Area	6,110			Parking Type	Attached Garage/Carport		
Building Sq Ft	1,236			Year Built	1968		
Gross Area	1,682			Effective Year Built	1968		
Stories	1			Building Type	Single Family		
Total Rooms	6			# of Buildings	1		
Bedrooms	3						
SELL SCORE							
Rating	Low			Value As Of	2021-12-26 04:02:38		
Sell Score	490						
ESTIMATED VALUE							
RealAVM™	\$619,500			Confidence Score	69		

Property Details Courtesy of Madeline Meneses, Meneses Appraisals, California Regional MLS

The data within this report is compiled by CoreLogic from public and private sources. The data is deemed reliable, but is not guaranteed. The accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

Generated on: 12/27/21

Page 1/2

Borrower JONES JUNE S

Property Address 1054 S VERDE ST

City ANAHEIM

County

ORANGE

State

CA

Zip Code

92805-5752

Lender/Client ROBYN FRIEDMAN

Address 1054 S VERDE ST, ANAHEIM, CA 92805

RealAVM™ Range \$582,330 - \$656,670
Value As Of 12/22/2021

Forecast Standard Deviation 6

(1) RealAVM™ is a CoreLogic® derived value and should not be used in lieu of an appraisal.

(2) The Confidence Score is a measure of the extent to which sales data, property information, and comparable sales support the property valuation analysis process. The confidence score range is 50 - 100. Clear and consistent quality and quantity of data drive higher confidence scores while lower confidence scores indicate diversity in data, lower quality and quantity of data, and/or limited similarity of the subject property to comparable sales.

(3) The FSD denotes confidence in an AVM estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion an AVM estimate will fall within, based on the consistency of the information available to the AVM at the time of estimation. The FSD can be used to create confidence that the true value has a statistical degree of certainty.

LAST MARKET SALE & SALES HISTORY

Recording Date	09/16/1987	Sale Type	Full
Sale Date	08/1987	Deed Type	Corporation Grant Deed
Sale Price	\$130,000	Owner Name	Jones June S
Price Per Square Feet	\$105.18	Seller	C Michael Inc
Document Number			
Recording Date	12/18/1992	01/17/1991	09/16/1987
Sale Date		01/1991	08/1987
Sale Price			\$130,000
Nominal	Y	Y	
Buyer Name	Jones June	Jones June S	Jones June Simmons
Seller Name	Jones June S	Jones Harold Lee Jr	C Michael Inc
Document Number	865993	25037	523643
Document Type	Grant Deed	Grant Deed	Corporation Grant Deed

MORTGAGE HISTORY

Mortgage Date	09/04/2020	09/24/2003	09/25/1998	12/18/1992	09/16/1987
Mortgage Amount	\$161,000	\$160,000	\$126,500	\$120,000	\$47,000
Mortgage Lender	American Fin'l Ntwk In c	Ditech.com	National Bk/The Redwo ods	Miscellaneous Fin	California First Bk
Mortgage Code	Conventional	Conventional	Conventional	Conventional	Conventional

PROPERTY MAP



Property Details Courtesy of Madeline Meneses, Meneses Appraisals, California Regional MLS

The data within this report is compiled by CoreLogic from public and private sources. The data is deemed reliable, but is not guaranteed. The accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

Generated on: 12/27/21

Page 2/2

Borrower JONES JUNE S

Property Address 1054 S VERDE ST

City ANAHEIM

County

ORANGE

State CA

Zip Code

92805-5752

Lender/Client ROBYN FRIEDMAN

Address 1054 S VERDE ST, ANAHEIM, CA 92805



Business, Consumer Services & Housing Agency
BUREAU OF REAL ESTATE APPRAISERS
REAL ESTATE APPRAISER LICENSE

Madeline L. Meneses

has successfully met the requirements for a license as a residential real estate appraiser in the State of California and is, therefore, entitled to use the title:

"Certified Residential Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AR 003394

Effective Date: December 14, 2020

Date Expires: December 13, 2022

Loretta Dillon, Deputy Bureau Chief, BREA

3055481

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO SEE "CHAIN LINK"

Borrower JONES JUNE S

Property Address 1054 S VERDE ST

City ANAHEIM

County

ORANGE

State CA

Zip Code 92805-5752

Lender/Client ROBYN FRIEDMAN

Address 1054 S VERDE ST, ANAHEIM, CA 92805

HUDSON INSURANCE COMPANY100 William Street, 5th Floor
New York, NY 10038**REAL ESTATE APPRAISERS ERRORS AND OMISSIONS INSURANCE
POLICY DECLARATIONS**

NOTICE: THIS IS A "CLAIMS MADE AND REPORTED" POLICY. THIS POLICY REQUIRES THAT A CLAIM BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR AUTOMATIC EXTENDED REPORTING PERIOD.

THIS POLICY MAY CONTAIN PROVISIONS WHICH LIMIT THE AMOUNT OF CLAIM EXPENSES THE INSURER IS RESPONSIBLE TO PAY IN CONNECTION WITH CLAIMS. CLAIM EXPENSES SHALL BE SUBJECT TO ANY DEDUCTIBLE AMOUNT. THE PAYMENT OF CLAIM EXPENSES WILL REDUCE THE LIMITS OF LIABILITY STATED IN ITEM 4. OF THE DECLARATIONS. PLEASE READ YOUR POLICY CAREFULLY.

PLEASE READ THIS POLICY CAREFULLY.**Policy Number:** PRA-2AX-1001209**Renewal of:****1. Named Insured:** Madeline L Meneses**2. Address:** 24222 ONTARIO LANE
LAKE FOREST, CA 92630**3. Policy Period:** **From:** May 3, 2021 **To:** May 3, 202212:01 A.M. Standard Time at the address of the **Named Insured** as stated in Number 2 above

4. Limit of Liability	Each Claim	Policy Aggregate
Damages Limit of Liability	A. <u>\$1,000,000</u>	B. <u>\$1,000,000</u>
Claims Expense Limit of Liability	C. <u>\$1,000,000</u>	D. <u>\$1,000,000</u>

5. Deductible (Inclusive of Claims Expenses):**5A. \$500** Each Claim **5B. \$1,000** Aggregate**6. Policy Premium:** \$680 **State Taxes/Surcharges:** \$0.00**7. Retroactive Date:** November 8, 1993**8. Notice to Company:** Notice of a **Claim** or Potential **Claim** should be sent to:

Hudson Insurance Group

100 William Street, 5th Floor
New York, NY 10038

Fax: 646-216-3786

Email: hudsonclaims300@hudsoninsgroup.com

On weekends or holidays: **866-546-3981 (Toll Free)**

9. A. Program Administrator: Riverton Insurance Agency Corp.
OREP- Organization of Real Estate Professionals
B. Agent/Broker: Insurance Services

IN WITNESS WHEREOF, We have caused this policy to be executed by our President and our Corporate Secretary at New York, New York

President

Secretary

PRA100 (01/20)

Page | 1

MESESE APPRAISALS
SUBJECT PHOTO ADDENDUM

File No. ANAVERDE
Case No.

Borrower JONES JUNE S

Property Address 1054 S VERDE ST

City ANAHEIM County ORANGE State CA Zip Code 92805-5752

Lender/Client ROBYN FRIEDMAN Address 1054 S VERDE ST, ANAHEIM, CA 92805



**FRONT OF
SUBJECT PROPERTY**

1054 S VERDE ST
ANAHEIM, CA 92805-5752



**REAR OF
SUBJECT PROPERTY**



STREET SCENE

Borrower JONES JUNE S

Property Address 1054 S VERDE ST

City ANAHEIM

County

ORANGE

State

CA

Zip Code

92805-5752

Lender/Client ROBYN FRIEDMAN

Address 1054 S VERDE ST, ANAHEIM, CA 92805



LIVING



DINING



KITCHEN



BED 1



BATH 1



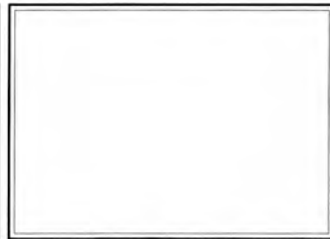
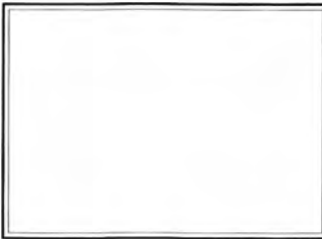
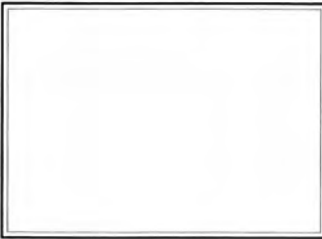
BED 2



BED 3



BATH 2



**UNIFORM APPRAISAL DATASET (UAD)
Property Condition and Quality Rating Definitions**

File No. ANAVERDE
Case No.

Requirements - Condition and Quality Ratings Usage

Appraisers must utilize the following standardized condition and quality ratings within the appraisal report.

Condition Ratings and Definitions

C1

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: *Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered "new" if they have significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).*

C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

Note: *The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.*

C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: *The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. It's estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.*

C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: *The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.*

C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability are somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: *Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.*

C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: *Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.*

UNIFORM APPRAISAL DATASET (UAD)
Property Condition and Quality Rating Definitions

File No. ANAVERDE
Case No.

Quality Ratings and Definitions

Q1

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are exceptionally high quality.

Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure.

Requirements - Definitions of Not Updated, Updated and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is "Not Updated" may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components meet existing market expectations. Updates do *not* include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example:

3.2 indicates three full baths and two half baths.

UNIFORM APPRAISAL DATASET (UAD)
Property Description Abbreviations Used in This Report

File No. ANAVERDE
Case No.

Abbreviation	Full Name	May Appear in These Fields
A	Adverse	Location & View
ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
ArmLth	Arms Length Sale	Sale or Financing Concessions
AT	Attached Structure	Design (Style)
B	Beneficial	Location & View
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
BsyRd	Busy Road	Location
c	Contracted Date	Date of Sale/Time
Cash	Cash	Sale or Financing Concessions
Comm	Commercial Influence	Location
Conv	Conventional	Sale or Financing Concessions
cp	Carport	Garage/Carport
CrtOrd	Court Ordered Sale	Sale or Financing Concessions
CtySky	City View Skyline View	View
CtyStr	City Street View	View
cv	Covered	Garage/Carport
DOM	Days On Market	Data Sources
DT	Detached Structure	Design (Style)
dw	Driveway	Garage/Carport
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Administration	Sale or Financing Concessions
g	Garage	Garage/Carport
ga	Attached Garage	Garage/Carport
gbi	Built-In Garages	Garage/Carport
gd	Detached Garage	Garage/Carport
GlfCse	Golf Course	Location
Glfvw	Golf Course View	View
GR	Garden	Design (Style)
HR	High Rise	Design (Style)
in	Interior Only Stairs	Basement & Finished Rooms Below Grade
Ind	Industrial	Location & View
Listing	Listing	Sale or Financing Concessions
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
MR	Mid Rise	Design (Style)
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
o	Other	Basement & Finished Rooms Below Grade
O	Other	Design (Style)
op	Open	Garage/Carport
Prk	Park View	View
Pstrl	Pastoral View	View
PubTrn	Public Transportation	Location
PwrLn	Power Lines	View
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
RT	Row or Townhouse	Design (Style)
s	Settlement Date	Date of Sale/Time
SD	Semi-detached Structure	Design (Style)
Short	Short Sale	Sale or Financing Concessions
sf	Square Feet	Area, Site, Basement
sqm	Square Meters	Area, Site
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdrawn Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
Woods	Woods View	View
Wtr	Water View	View
WtrFr	Water Frontage	Location
wu	Walk Up Basement	Basement & Finished Rooms Below Grade

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

EXHIBIT 3

Home Inspection Report



1054 S Verde St.
Anaheim, CA 92805

Prepared for: Robyn Friedman

Prepared by: Pelican Home Inspections
1152 Salinas Ave.
Costa Mesa, CA 92626

Pelican Home Inspections

12:40 December 23, 2021

Page 1 of 29
2021_12_23 1054 S Verde St

Definitions

NOTE: All definitions listed below refer to the property or item listed as inspected on this report at the time of inspection. Items not found in this report are considered beyond the scope of this inspection, and should not be considered inspected at this time.

A	Acceptable	Functional with no obvious signs of defect-may show signs of wear and tear.
NP	Not Present	Item not present or not found.
NI	Not Inspected	Item was unable to be inspected for safety reasons or due to lack of power, inaccessible, or disconnected at time of inspection.
C	Concerns	Item may not be fully functional. General, future or safety concerns or recommendations.
D	Defective	Item needs immediate repair or replacement. It is unable to perform its intended function or is a safety hazard.

General Information

Property Information

Property Address 1054 S Verde St.
City Anaheim State CA Zip 92805
Contact Name Robyn Friedman

Client Information

Client Name Robyn Friedman
Client Address 1054 S Verde St.
City Anaheim State CA Zip 92805

Inspection Company

Inspector Name Jeff Frawley
Company Name Pelican Home Inspections
Address 1152 Salinas Ave.
City Costa Mesa State CA Zip 92626
Phone 949-945-4793 Fax None
E-Mail pelicaninspector@att.net
File Number 2021_12_23 1054 S Verde St
Amount Received \$425.00

Conditions

Others Present Seller Property Occupied Yes
Estimated Age 1968 Entrance Faces West
Inspection Date 12/23/2021
Start Time 10:00 am End Time 12:30 pm
Electric On ☒ Yes ☐ No ☐ Not Applicable
Gas/Oil On ☒ Yes ☐ No ☐ Not Applicable
Water On ☒ Yes ☐ No ☐ Not Applicable
Temperature 57 degrees F
Weather Rain Soil Conditions Damp
Space Below Grade None
Building Type Single family Garage Attached

Palm-Tech Inspector, Copyright © 1998-2021, PDmB, Inc.

2391

Pelican Home Inspections

12:40 December 23, 2021

Page 2 of 29
2021_12_23 1054 S Verde St

Lots and Grounds

NOTICE: Geological or related conditions are beyond the scope of this inspection. A geologist or soils engineer should be consulted for this type of information.

NOTICE: Pool and Spas, adequacy of: filter, pumps, heater, Chlorinators and other water treatment equipment are not part of this inspection. This inspection does not pressure test the pool, spa or equipment. This inspection does not test the water condition. This inspection does not test non-visible plumbing. This inspection is a limited visual inspection of the pool/spa, surrounding area and pool/spa equipment.

A NP NI C D

1. ☒ ☐ ☐ ☐ ☐ Walks: Concrete: Common cracking noted
2. ☒ ☐ ☐ ☐ ☐ Steps/Stoops: Concrete
3. ☐ ☐ ☐ ☒ ☐ Patio: Concrete: Heavily cracked and patched areas noted
4. ☐ ☒ ☐ ☐ ☐ Deck:
5. ☐ ☒ ☐ ☐ ☐ Balcony:
6. ☐ ☒ ☐ ☐ ☐ Porch:
7. ☒ ☐ ☐ ☐ ☐ Vegetation: Ground cover/Shrubs/Grass: Shrubs should be trimmed away from the structure to a distance of at least 4" to 6"
8. ☒ ☐ ☐ ☐ ☐ Retaining Walls: Planters
9. ☒ ☐ ☐ ☐ ☐ Grading: Flat
10. ☐ ☐ ☐ ☒ ☐ Swale: Flat or negative slope: Grading has negative slope and water may pool against the foundation (see photo), An evaluation by a licensed contractor is recommended to assess drainage problems



11. ☐ ☐ ☒ ☐ ☐ Exterior Surface Drain: Surface drains: Surface drain not tested for adequacy
12. ☐ ☐ ☐ ☒ ☐ Driveway: Concrete: Heavy cracks in surface, A qualified contractor is recommended to evaluate prior to the end of the contingency period
13. ☒ ☐ ☐ ☐ ☐ Fences: Block
14. ☐ ☐ ☒ ☐ ☐ Lawn Sprinklers: Not Inspected: Recommend sellers demonstrate operation prior to close of escrow

Exterior Surface and Components

NOTICE: Exterior wall insulation type, value and potential hazards are not verified or evaluated. Conditions inside walls and lead paint testing are beyond the scope of this inspection. Exterior light fixtures with motion detectors or electronic eyes are not evaluated or tested for operation.

A NP NI C D

Main Exterior Surface

1. ☒ ☐ ☐ ☐ ☐ Type: Stucco: Common cracking noted
2. ☐ ☐ ☐ ☒ ☐ Trim: Wood: Evidence of wood damage (see photo), recommend an evaluation by a licensed pest control company



3. ☐ ☐ ☐ ☒ ☐ Fascia: Wood: Evidence of wood patched areas (see photo), recommend an evaluation by a licensed pest control company



4. ☒ ☐ ☐ ☐ ☐ Soffits: Wood
5. ☐ ☐ ☐ ☐ ☒ Door Bell: Not Operational: Inoperative at time of inspection, Recommend evaluation by a licensed contractor
6. ☒ ☐ ☐ ☐ ☐ Entry Doors: Wood
7. ☒ ☐ ☐ ☐ ☐ Patio Door: Vinyl sliding
8. ☒ ☐ ☐ ☐ ☐ Windows: Vinyl slider: Exterior seal around all windows should be check yearly
9. ☒ ☐ ☐ ☐ ☐ Window Screens: Metal or Vinyl Mesh
10. ☐ ☐ ☐ ☒ ☐ Exterior Lighting: 110 VAC: Light has been removed (see photo), evaluation by an licensed electrician is recommended



Palm-Tech Inspector, Copyright © 1998-2021, PDmB, Inc.

Exterior Surface and Components (Continued)

11. ☐ ☐ ☐ ☒ ☐ Exterior Electric Outlets: 110 VAC: Recommend addition of GFCI protection at all outside outlets as a personal safety upgrade, outlet cover is loose, Evaluation by a licensed electrician is recommended
12. ☒ ☐ ☐ ☐ ☐ Hose Bibs: Rotary
13. ☒ ☐ ☐ ☐ ☐ Gas Meter: Exterior surface mount at side of home
14. ☒ ☐ ☐ ☐ ☐ Main Gas Valve: Located at gas meter

Roof

NOTICE: Tile or certain other types of roofs are not walked on to avoid causing damage and not all components are checked for secure attachment (inspection is limited). This report is a general opinion of the condition of the roofing. No opinion or warranty is offered as to whether the roof has leaked in the past, is leaking now or will leak in the future. Roofs, skylights and flashings are not water tested for leaks. Tenting for pest control fumigation may cause damage to roofs. Reinspection for damage after removal of tenting is recommended. Inspecting the interior of the chimney flue is beyond the scope of this inspection. Gutters and underground drains are not water tested for leaks or stoppages. Regular maintenance of these systems is required to avoid potential water damage at roofs and foundations.

A NP NI C D

Main Roof Surface

1. Method of Inspection: On roof
2. ☐ ☐ ☐ ☒ ☐ Unable to Inspect: 0%: Existing roof has two layers, when it is replaced, both layers will have to be removed
3. ☐ ☐ ☐ ☐ ☒ Material: Asphalt shingle: Multiple damaged shingles (see photos), A qualified roofing contractor is recommended to completely evaluate prior to the end of the contingency period



Pelican Home Inspections

12:40 December 23, 2021

Page 5 of 29
2021_12_23 1054 S Verde St

Roof (Continued)

4. Type: Gable and Hip

5. Approx Age: 15 to 20 years

6. ☐☐☐☒☐ Flashing: Metal: Gaps at the vent pipe flashings (see photos), A qualified roofing contractor is recommended to do a complete evaluate prior to the end of the contingency period



7. ☒☐☐☐☐ Valleys: Asphalt shingle

8. ☐☒☐☐☐ Skylights:

9. ☒☐☐☐☐ Plumbing Vents: ABS

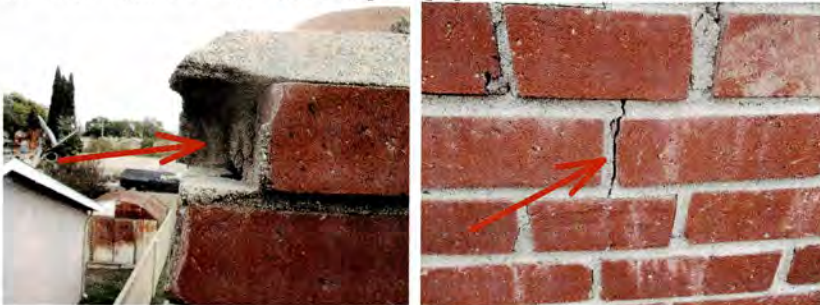
10. ☐☒☐☐☐ Electrical Mast:

11. ☐☒☐☐☐ Gutters:

12. ☐☒☐☐☐ Downspouts:

Living Room Chimney

13. ☐☐☐☐☒ Chimney: Brick: One brick has fallen off (see photo), crack present (see photo), A qualified contractor is recommended to evaluate prior to the end of the contingency period



14. ☐☐☐☒☐ Flue/Flue Cap: None: Recommend addition of a Spark Arrestor and Rain Cap

15. ☒☐☐☐☐ Chimney Flashing: Metal

Garage/Carport

NOTICE: Determining the rating of fire walls is beyond the scope of this inspection. Framing, piping and wiring behind wall and ceiling coverings is hidden and is beyond the scope of this inspection.

A NP NI C D

Attached Garage

1. Type of Structure: Garage Car Spaces: 2
2. ☐ ☐ ☐ ☒ ☐ Garage Doors: Insulated aluminum: Door panels are dented, A qualified contractor is recommended to evaluate prior to the end of the contingency period
3. ☒ ☐ ☐ ☐ ☐ Door Operation: Manual
4. ☐ ☒ ☐ ☐ ☐ Door Opener:
5. ☒ ☐ ☐ ☐ ☐ Exterior Surface: Stucco
6. ☐ ☐ ☐ ☐ ☒ Roof: Asphalt shingle: See comment under the roof section of the report
7. ☒ ☐ ☐ ☐ ☐ Roof Structure: Truss
8. ☐ ☐ ☐ ☐ ☒ Service Doors: Wood: Side yard door is damaged, The door to the house needs the addition of a closing mechanism and weather stripping to comply with fire rating, A qualified contractor is recommended to evaluate prior to the end of the contingency period
9. ☐ ☐ ☐ ☐ ☒ Ceiling: Exposed framing/Drywall: Water stains present (see photo), damaged drywall (see photo), A qualified contractor is recommended to evaluate prior to the end of the contingency period



10. ☐ ☐ ☐ ☐ ☒ Walls: Exposed framing/Drywall: Hole penetrating firewall next to house (see photo), A qualified contractor is recommended to evaluate prior to the end of the contingency, Not fully accessible due to personal belongings (see photos)

Garage/Carport (Continued)

Walls: (continued)



11. ☐ ☐ ☐ ☐ ☒ **Floor/Foundation: Linolium tiles:** Multiple damaged tiles (see photo), may contain asbestos, A qualified contractor is recommended to evaluate prior to the end of the contingency period



12. ☐ ☒ ☐ ☐ ☐ **Hose Bibs:**
13. ☐ ☐ ☐ ☒ ☐ **Electrical:** 110 VAC outlets and lighting circuits: Recommend addition of GFCI at all garage outlets as a personal safety upgrade, Extension cords should be replaced with permanent wiring, Evaluation by a licensed electrician is recommended prior to the end of the contingency period
14. ☐ ☒ ☐ ☐ ☐ **Windows:**
15. ☐ ☒ ☐ ☐ ☐ **Gutters:**
16. ☐ ☒ ☐ ☐ ☐ **Downspouts:**

Electrical

NOTICE: In some older homes, six or fewer breakers usually don't require a main breaker, however, this may indicate light electrical capacity. If the service is less than 100 AMPS, an upgrade may be required to operate larger modern appliances.

A NP NI C D

1. Service Size Amps: 100 AMPS Volts: 110-240 VAC
2. ☒ ☐ ☐ ☐ ☐ Service: Underground
3. ☐ ☐ ☐ ☒ ☐ 120 VAC Branch Circuits: Aluminum: Aluminum branch circuit present (see photo), Complete evaluation by a licensed electrician is recommended



4. ☒ ☐ ☐ ☐ ☐ 240 VAC Branch Circuits: Copper
5. ☐ ☐ ☐ ☒ ☐ Aluminum Wiring: Branch circuits: Recommend wiring update for aluminum wiring by a licensed electrician
6. ☒ ☐ ☐ ☐ ☐ Conductor Type: Non-metallic sheathed cable
7. ☐ ☐ ☐ ☒ ☐ GFCI: Kitchen only: Recommend addition of GFCI at all bathroom, garage and exterior outlets as a personal safety upgrade
8. ☐ ☐ ☒ ☐ ☐ Ground: Not Visible
9. ☐ ☐ ☐ ☒ ☐ Smoke Detectors: Present in hall and two bedrooms: Recommend addition of smoke detectors in all bedrooms, Recommend testing of all smoke and CO detectors after close of escrow for buyer's personal safety

Side of the house Electric Panel

10. ☒ ☐ ☐ ☐ ☐ Manufacturer: General Electric
11. Max Capacity: 100 Amps
12. ☒ ☐ ☐ ☐ ☐ Main Breaker Size: 100 Amps
13. ☐ ☐ ☐ ☒ ☐ Breakers: CU/AL: Missing knockout cover (see photo), Recommend complete evaluation by an licensed electrician prior to the end of the contingency period



14. Is the panel bonded? ☒ Yes ☐ No

Structure

NOTICE: It is common for any slab to have some degree of cracking due to shrinkage in the drying process. Usually, floor coverings prevent the recognition of cracks or settlement unless the condition is severe. Floor coverings are not removed during this inspection, however, the inspector will, at additional cost, re-inspect provided, the client or owner removes the floor covering and releases the inspector from any damage caused by this process.

A NP NI C D

1. ☒ ☐ ☐ ☐ ☐ Structure Type: Wood frame
2. ☒ ☐ ☐ ☐ ☐ Foundation: Poured
3. ☒ ☐ ☐ ☐ ☐ Differential Movement: No movement or displacement noted at time of inspection
4. ☒ ☐ ☐ ☐ ☐ Bearing Walls: Frame
5. ☒ ☐ ☐ ☐ ☐ Joists/Trusses: Trusses
6. ☐ ☐ ☒ ☐ ☐ Floor/Slab: Not visible due to floor covering
7. ☐ ☒ ☐ ☐ ☐ Stairs/Handrails:
8. ☐ ☐ ☒ ☐ ☐ Subfloor: Not visible due to floor covering

Attic

NOTICE: Establishing the presence of any hazardous materials, including asbestos and wood destroying organisms or rodent infestations is beyond the scope of this inspection.

A NP NI C D

Main Attic

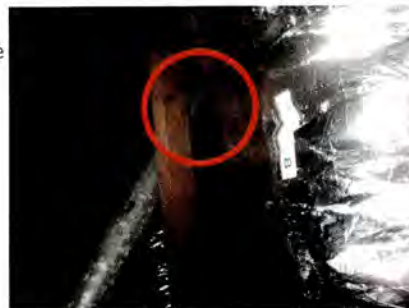
1. Method of Inspection: From the attic access
2. ☒ ☐ ☐ ☐ ☐ Unable to Inspect: 20%
3. ☒ ☐ ☐ ☐ ☐ Roof Framing: Truss
4. ☒ ☐ ☐ ☐ ☐ Sheathing: Plywood
5. ☒ ☐ ☐ ☐ ☐ Ventilation: Gable, roof and soffit vents
6. ☐ ☐ ☐ ☒ ☐ Insulation: None: Recommend insulation be installed



7. ☐ ☐ ☐ ☒ ☐ Insulation Depth: 0"
8. ☐ ☒ ☐ ☐ ☐ Vapor Barrier:
9. ☐ ☒ ☐ ☐ ☐ Attic Fan:
10. ☐ ☒ ☐ ☐ ☐ House Fan:
11. ☒ ☐ ☐ ☐ ☐ Wiring/Lighting: 110 VAC

Attic (Continued)

12. ☐ ☐ ☐ ☒ ☐ Moisture Penetration: Previous water penetration noted: Water stains around the furnace vent (see photo), A licensed roofing contractor is recommended to completely evaluate prior to close of escrow



13. ☐ ☐ ☐ ☒ ☐ Bathroom Fan Venting: Electric fan: Fan is disconnected, A qualified contractor is recommended to evaluate prior the end of the contingency period

Heating System

NOTICE: It is recommended that all buyers of homes with fuel burning heating systems install carbon monoxide detector(s) for added safety. Many heating systems have contained asbestos materials-establishing the existence of asbestos can only be done by laboratory testing which is beyond the scope of this inspection.

A NP NI C D

Hall Closet Heating System

1. ☐ ☐ ☐ ☒ ☐ Heating System Operation: Appears functional: Gas line does not have a sediment trap (see photo), Return air supply is not ten feet away from a non sealed combustion air, Recommend addition of weather stripping around door jamb, Recommend complete evaluation by a licensed HVAC contractor prior to the end of the contingency period



2. Manufacturer: Goodman
3. Type: Forced air Capacity: 60000 BTUHR
4. Area Served: Whole house Approximate Age: 2015
5. Fuel Type: Natural gas
6. ☒ ☐ ☐ ☐ ☐ Heat Exchanger: 3 Burner
7. Unable to Inspect: 10%
8. ☐ ☐ ☐ ☒ ☐ Blower Fan/Filter: Direct drive with disposable filter: Filter is dirty and requires replacement

Heating System (Continued)

9. ☒ ☐ ☐ ☐ ☐ Distribution: Insulflex duct
 10. ☒ ☐ ☐ ☐ ☐ Draft Control: Automatic
 11. ☐ ☐ ☐ ☐ ☒ Flue Pipe: Single wall to double wall: Vent pipe is not sealed properly (see photo), Recommend evaluation by a licensed HVAC contractor



12. ☒ ☐ ☐ ☐ ☐ Controls: Safety
 13. ☒ ☐ ☐ ☐ ☐ Thermostats: Programmable

Air Conditioning

NOTICE: Unit testing is by operation of normal thermostat controls and temperature differentials only. Pressure or other technical tests are not performed and so no representation is made regarding charge level or condition of lines and connections. Window or portable units are not part of this inspection.

A NP NI C D

Side of house AC System

1. ☐ ☐ ☐ ☒ ☐ A/C System Operation: Not Tested: To avoid possible compressor damage due to outside temperature below 60 degrees, the unit was not tested.
 2. ☐ ☐ ☐ ☒ ☐ Condensate Removal: PVC: Primary condensate only, no secondary in case primary clogs (see photo), Evaluation by a licensed HVAC contractor is recommended



3. ☒ ☐ ☐ ☐ ☐ Exterior Unit: Goodman
 4. Area Served: Whole house Approximate Age: 2016
 5. Fuel Type: 220-240 VAC Temperature Differential: Not tested
 6. Type: Central A/C Capacity: 4 Ton
 7. ☒ ☐ ☐ ☐ ☐ Refrigerant Lines: Suction line and liquid line
 8. ☒ ☐ ☐ ☐ ☐ Electrical Disconnect: Fused/Circuit Breaker
 9. ☒ ☐ ☐ ☐ ☐ Exposed Ductwork: Insulated flex
 10. ☐ ☐ ☐ ☒ ☐ Blower Fan/Filters: Direct drive with disposable filter: Filter is dirty and requires replacement
 11. ☒ ☐ ☐ ☐ ☐ Thermostats: Programmable

Fireplace/Wood Stove

NOTICE: Recommend installing safety spacer clamp to hold open damper if gas logs are to be used. Ashes, wood, metal plates or other items in the firebox are not moved for inspection. Recommend further evaluation by a certified chimney sweep if visibility is limited. Gas valves are not operated as a part of this inspection!

A NP NI C D

Living Room Fireplace

1. ☒ ☐ ☐ ☐ ☐ Fireplace Construction: Masonry: Gas was capped off
2. Type: Gas log/Wood burning
3. ☒ ☐ ☐ ☐ ☐ Smoke Chamber: Brick
4. ☐ ☐ ☒ ☐ ☐ Flue: Metal
5. ☒ ☐ ☐ ☐ ☐ Damper: Metal: Recommend installing a safety spacer clamp to hold open damper as a personal safety upgrade
6. ☒ ☐ ☐ ☐ ☐ Hearth: Marble

Plumbing

NOTICE: Testing for water quality or hazardous materials such as lead is beyond the scope of this inspection. Pipes hidden under the structure or underground can't be inspected or evaluated for leaks, corrosion or sizing and future drainage can't be determined. Septic or municipal sewer systems and all associated underground piping is beyond the scope of this inspection.

A NP NI C D

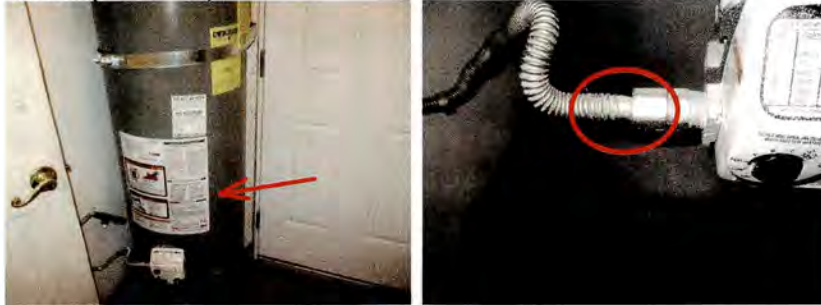
1. ☒ ☐ ☐ ☐ ☐ Service Line: Copper
2. ☒ ☐ ☐ ☐ ☐ Main Water Shutoff: Front of house: Allowable pressure is from 40 to 80 PSI, water pressure tested at: 70 PSI
3. ☒ ☐ ☐ ☐ ☐ Water Lines: Copper-not fully visible
4. ☒ ☐ ☐ ☐ ☐ Drain Pipes: ABS-not fully visible
5. ☒ ☐ ☐ ☐ ☐ Vent Pipes: ABS-not fully visible
6. ☒ ☐ ☐ ☐ ☐ Gas Service Lines: Cast Iron with flex connector and shutoff valve

Laundry room Water Heater

7. ☐ ☐ ☐ ☐ ☒ Water Heater Operation: Functional at time of inspection: Earthquake support straps missing or not properly installed (see photo), two straps with blocking between the water heater and the wall are required in seismic zones, Gas line does not have a sediment trap (see photo), Evaluation by a licensed plumber is recommended prior the end of the contingency period

Plumbing (Continued)

Water Heater Operation: (continued)



8. Manufacturer: Rheem
 9. Type: Natural gas Capacity: 38 Gals
 10. Approximate Age: 2015 Area Served: Whole House
 11. ☐ ☐ ☐ ☒ ☐ Flue Pipe: Single wall to double wall: All vent pipe connections require a minimum of 3 screws, vent pipe is not sealed properly (see photo), A licensed plumbing contractor is recommend to evaluate prior to the end of the contingency period
 12. ☐ ☐ ☐ ☐ ☒ TPRV and Drain Tube: None Present: Drain tube opening is not within six inches of the floor (see photo), A licensed plumber is recommended to evaluate prior to the end of the contingency period



Bathroom

NOTICE: Evaluation as to whether shower pans are water tight is beyond the scope of this inspection. Given the limitations of a physical inspection, it is impossible to exactly duplicate the actual experience of a family living in this home in regards to water use, flow, drainage performance, etc. Problems such as intermittent drain clogs may not be detectable. This report is issued in consideration of the foregoing disclaimer.

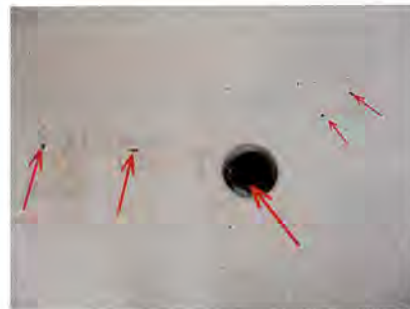
A NP NI C D

Master Bathroom

- | | | | | | | |
|----|-------------------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|--|
| 1. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Ceiling: Paint |
| 2. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Walls: Paint |
| 3. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Floor: Tile |
| 4. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Doors: Hollow wood |
| 5. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Windows: Vinyl slider |
| 6. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Electrical: 110 VAC outlets and lighting circuits: Recommend addition of GFCI as a personal safety upgrade |

Bathroom (Continued)

- 7. ☒ ☐ ☐ ☐ ☐ Counter/Cabinet: Composite/Laminate
- 8. ☒ ☐ ☐ ☐ ☐ Sink/Basin: Composite
- 9. ☒ ☐ ☐ ☐ ☐ Faucets/Traps: Metal/ABS
- 10. ☐ ☒ ☐ ☐ ☐ Tub/Surround:
- 11. ☐ ☐ ☐ ☒ ☐ Shower/Surround: Fiberglass pan and fiberglass surround: Missing drain cover, chips in the surface (see photo), discolored fiberglass, Recommend evaluation by a qualified contractor



- 12. ☐ ☒ ☐ ☐ ☐ Spa Tub/Surround:
- 13. ☐ ☐ ☐ ☐ ☒ Toilets: Porcelain: The toilet is loose at the floor, A licensed plumber is recommended to evaluate prior to the end of the contingency period
- 14. ☒ ☐ ☐ ☐ ☐ HVAC Source: Heating system register
- 15. ☒ ☐ ☐ ☐ ☐ Ventilation: Window

Hall Bathroom

- 16. ☒ ☐ ☐ ☐ ☐ Ceiling: Paint
- 17. ☐ ☐ ☐ ☒ ☐ Walls: Paint: Damaged drywall by the heat register, Evaluation by a licensed contractor is recommended
- 18. ☒ ☐ ☐ ☐ ☐ Floor: Laminate
- 19. ☐ ☐ ☐ ☒ ☐ Doors: Hollow wood: Door to the laundry room hinge is loose, Recommend evaluation by a licensed contractor
- 20. ☐ ☒ ☐ ☐ ☐ Windows:
- 21. ☐ ☐ ☐ ☒ ☐ Electrical: 110 VAC outlets and lighting circuits: Recommend addition of GFCI as a personal safety upgrade
- 22. ☐ ☐ ☐ ☒ ☐ Counter/Cabinet: Composite/Laminate: Gap at the bottom noted
- 23. ☒ ☐ ☐ ☐ ☐ Sink/Basin: Composite
- 24. ☒ ☐ ☐ ☐ ☐ Faucets/Traps: Metal/ABS
- 25. ☒ ☐ ☐ ☐ ☐ Tub/Surround: Fiberglass tub and Fiberglass surround
- 26. ☒ ☐ ☐ ☐ ☐ Shower/Surround: Tub shower combination
- 27. ☐ ☒ ☐ ☐ ☐ Spa Tub/Surround:
- 28. ☒ ☐ ☐ ☐ ☐ Toilets: Porcelain
- 29. ☒ ☐ ☐ ☐ ☐ HVAC Source: Heating system register
- 30. ☐ ☐ ☐ ☐ ☒ Ventilation: Electric ventilation fan: Fan inoperative, Recommend evaluation by a licensed contractor

Pelican Home Inspections

12:40 December 23, 2021

Page 15 of 29
2021_12_23 1054 S Verde St

Kitchen

NOTICE: Appliances are not moved or tested for self-and/or continuous cleaning operations, clock, timer or light function or thermostat accuracy as a part of this inspection. Washing and drying performance adequacy of dishwashers is not determined as a part of this inspection.

A NP NI C D

Main Kitchen

1. ☐ ☐ ☐ ☒ ☐ Cooking Appliances: Samsung: Anti tip device not installed, A qualified service contractor is recommended to evaluate prior to the end of the contingency period
2. ☐ ☐ ☐ ☐ ☒ Ventilator: Unknown: Fan inoperative, A licensed contractor is recommended to evaluate prior to the end of the contingency period
3. ☐ ☐ ☐ ☒ ☐ Disposal: In-Sinkerator: Loud, A licensed plumber is recommended to evaluate prior to the end of the contingency period
4. ☒ ☐ ☐ ☐ ☐ Dishwasher: Maytag
5. Air Gap Present? ☐ Yes ☒ No Addition of an Air Gap device is highly recommended
6. ☐ ☒ ☐ ☐ ☐ Trash Compactor:
7. ☒ ☐ ☐ ☐ ☐ Refrigerator: Whirlpool
8. ☒ ☐ ☐ ☐ ☐ Microwave: Magic Chef
9. ☒ ☐ ☐ ☐ ☐ Sink: Stainless steel dual bowl
10. ☐ ☐ ☐ ☐ ☒ Electrical: 110 VAC outlets and lighting circuits: One GFCI would not reset, Evaluation by a licensed electrician is recommended prior to the end of the contingency period
11. ☒ ☐ ☐ ☐ ☐ Plumbing/Fixtures: Metal/ABS/PVC
12. ☒ ☐ ☐ ☐ ☐ Counter Tops: Granite
13. ☐ ☐ ☐ ☒ ☐ Cabinets: Wood: Cabinet doors and draws need adjustment, A qualified contractor is recommended to evaluate prior to the end of the contingency preiod
14. ☒ ☐ ☐ ☐ ☐ Ceiling: Paint
15. ☒ ☐ ☐ ☐ ☐ Walls: Paint
16. ☐ ☐ ☐ ☐ ☒ Floor: Laminate: Gaps in the flooring, Evaluation by a licensed contractor is recommended
17. ☒ ☐ ☐ ☐ ☐ Doors: Hollow wood
18. ☒ ☐ ☐ ☐ ☐ Windows: Vinyl slider
19. ☒ ☐ ☐ ☐ ☐ HVAC Source: Heating system register

Pelican Home Inspections

12:40 December 23, 2021

Page 16 of 29
2021_12_23 1054 S Verde St

Bedroom

NOTICE: This notice applies to all indoor living spaces: Establishing the condition of all dual-pane windows and doors is not possible due to weather, temperature and lighting variations-verify with owner for further information. Wall condition behind furnishings, paneling and wallpaper can't be determined. Evaluating whether sprayed acoustic ceilings contain asbestos is beyond the scope of this inspection. Flooring damage or stains may be hidden by furniture, flooring below carpeting or area rugs is not inspected and determining odors or stains in flooring is not part of this inspection.

A NP NI C D

Master Bedroom

1. ☐ ☐ ☐ ☐ ☒ Closet: Wardrobes and Coat: Cracked mirror door, A qualified contractor is recommended to evaluate prior to the end of the contingency period
2. ☒ ☐ ☐ ☐ ☐ Ceiling: Paint
3. ☒ ☐ ☐ ☐ ☐ Walls: Paint
4. ☒ ☐ ☐ ☐ ☐ Floor: Carpet
5. ☒ ☐ ☐ ☐ ☐ Doors: Hollow wood
6. ☒ ☐ ☐ ☐ ☐ Windows: Vinyl slider
7. ☒ ☐ ☐ ☐ ☐ Electrical: 110 VAC outlets and lighting circuits
8. ☒ ☐ ☐ ☐ ☐ HVAC Source: Heating system register

Side Bedroom

9. ☐ ☐ ☐ ☒ ☐ Closet: Single small: Closet doors have been removed
10. ☒ ☐ ☐ ☐ ☐ Ceiling: Paint
11. ☒ ☐ ☐ ☐ ☐ Walls: Paint
12. ☐ ☐ ☐ ☐ ☒ Floor: Laminate: Damaged flooring, Evaluation by a licensed contractor is recommended
13. ☐ ☐ ☐ ☐ ☒ Doors: Hollow wood and wood: See comments about garage service door
14. ☒ ☐ ☐ ☐ ☐ Windows: Vinyl slider
15. ☐ ☐ ☐ ☒ ☐ Electrical: 110 VAC outlets and lighting circuits: Missing switch cover
16. ☒ ☐ ☐ ☐ ☐ HVAC Source: Heating system register

Front Bedroom

17. ☐ ☐ ☐ ☒ ☐ Closet: Single small: Closet doors have been removed
18. ☒ ☐ ☐ ☐ ☐ Ceiling: Paint
19. ☒ ☐ ☐ ☐ ☐ Walls: Paint
20. ☐ ☐ ☐ ☐ ☒ Floor: Laminate: Gaps in the flooring, Evaluation by a licensed contractor is recommended
21. ☒ ☐ ☐ ☐ ☐ Doors: Hollow wood
22. ☒ ☐ ☐ ☐ ☐ Windows: Vinyl slider
23. ☒ ☐ ☐ ☐ ☐ Electrical: 110 VAC outlets and lighting circuits
24. ☒ ☐ ☐ ☐ ☐ HVAC Source: Heating system register

Living Space

NOTICE: This notice applies to all indoor living spaces: Establishing the condition of all dual-pane windows and doors is not possible due to weather, temperature and lighting variations-verify with owner for further information. Wall condition behind furnishings, paneling and wallpaper can't be determined. Evaluating whether sprayed acoustic ceilings contain asbestos is beyond the scope of this inspection. Flooring damage or stains may be hidden by furniture, flooring below carpeting or area rugs is not inspected and determining odors or stains in flooring is not part of this inspection.

A NP NI C D

Living Room Living Space					
1.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Closet:
2.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ceiling: Paint
3.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Walls: Paint
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Floor: Laminate: Damaged/stained flooring, Evaluation by a licensed contractor is recommended
5.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Doors:
6.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Windows: Aluminum slider
7.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electrical: 110 VAC outlets and lighting circuits
8.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	HVAC Source: Heating system register
Dining Room Living Space					
9.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Closet:
10.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ceiling: Paint
11.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Walls: Paint
12.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Floor: Laminate
13.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Doors: Vinyl Sliding
14.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Windows:
15.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electrical: 110 VAC outlets and lighting circuits
16.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	HVAC Source: Heating system register
Entrance Hallway Living Space					
17.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Closet: Coat & Linen: Missing knobs on the linen cabinet doors
18.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ceiling: Paint
19.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Walls: Paint
20.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Floor: Laminate: Some floor is coming loose, Evaluation by a licensed contractor is recommended
21.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Doors: Wood
22.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Windows:
23.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electrical: 110 VAC outlets and lighting circuits
24.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	HVAC Source:

Pelican Home Inspections

12:40 December 23, 2021

Page 18 of 29
2021_12_23 1054 S Verde St

Laundry Room/Area

NOTICE: Washing machines and/or dryers are not moved or tested as part of this inspection. Conditions of walls behind or floors under can't be evaluated and the inspector does not test washing machine drains or supply valves, (valves may start leaking if operated).

A NP NI C D

Off Kitchen Laundry Room/Area

1. ☒ ☐ ☐ ☐ ☐ Ceiling: Paint
2. ☐ ☐ ☐ ☒ ☐ Walls: Paint: Damaged drywall by the exterior door, Evaluation by a licensed contractor is recommended
3. ☐ ☐ ☐ ☒ ☐ Floors: Laminate: Water stains by the water heater, Evaluation by a licensed contractor is recommended
4. ☐ ☐ ☐ ☐ ☒ Doors: Hollow wood and metal: Gaps at the exterior door and missing wood trim around the door, loose hinge on the door to the bathroom, damaged wood trim on the door to the kitchen, Recommend evaluation by a licensed contractor
5. ☐ ☒ ☐ ☐ ☐ Windows:
6. ☒ ☐ ☐ ☐ ☐ Electrical: 110 VAC outlets and lighting circuits
7. ☐ ☒ ☐ ☐ ☐ HVAC Source:
8. ☐ ☒ ☐ ☐ ☐ Laundry Tub:
9. ☐ ☒ ☐ ☐ ☐ Laundry Tub Drain:
10. ☒ ☐ ☐ ☐ ☐ Washer Hose Bib: Ball
11. ☒ ☐ ☐ ☐ ☐ Washer and Dryer Electrical: 110 VAC
12. ☒ ☐ ☐ ☐ ☐ Dryer Vent: Mylar flex
13. ☒ ☐ ☐ ☐ ☐ Dryer Gas Line: Cast iron with flex connector and shutoff valve
14. ☒ ☐ ☐ ☐ ☐ Washer Drain: Wall mounted drain
15. ☐ ☒ ☐ ☐ ☐ Floor Drain:

Final Comments

NOTICE: This report contains technical information. If you were not present during this inspection, please call the office to arrange for a verbal conversation with your inspector. If you choose not to consult with the inspector, this inspection company cannot be held liable for your understanding or misunderstanding of the contents of this report.

IMPORTANT NOTICE TO THIRD PARTIES OR OTHER PURCHASERS: Receipt of this report any purchasers of this property other than the party(ies) identified on the CREIA contract page #2 and on page #1 of this report, is not authorized by the inspector. The inspector STRONGLY ADVISES against any reliance on this report without contacting this company for an on-site review of it's contents with the inspector, or, that you retain another qualified professional inspector to provide you with your own inspection and report on this property.

GENERAL RECOMMENDATION: It is recommended that any further investigations made on this property be done by parties qualified in that specific area of expertise and that any evaluations, repairs, etc. we advise, be done by licensed contractors qualified in that specific craft. We cannot be held responsible for conditions that are reported on and the client has not addressed with the property owner prior to close of escrow, or, conditions that have arisen after

Palm-Tech Inspector, Copyright © 1998-2021, PDmB, Inc.

Final Comments (Continued)

close of escrow that are covered under a home warranty.

This inspector is not qualified to detect the presence of Chinese Drywall. Accordingly the issue of Chinese Drywall (and its Potential problems) is beyond the scope of the inspection report. This inspector is not qualified to detect the presence of Chinese Drywall. Accordingly the issue of Chinese Drywall (and its potential problems) is beyond the scope of the inspection report.

Concerns Summary

This summary is not the entire report. The complete report may contain information of concern to the client. It is recommended that the client read the entire report.

Lots and Grounds

1. **Patio: Concrete:** Heavily cracked and patched areas noted
2. **Swale: Flat or negative slope:** Grading has negative slope and water may pool against the foundation (see photo), An evaluation by a licensed contractor is recommended to assess drainage problems



3. **Driveway: Concrete:** Heavy cracks in surface, A qualified contractor is recommended to evaluate prior to the end of the contingency period

Exterior Surface and Components

4. **Trim: Wood:** Evidence of wood damage (see photo), recommend an evaluation by a licensed pest control company



5. **Fascia: Wood:** Evidence of wood patched areas (see photo), recommend an evaluation by a licensed pest control company



Concerns Summary (Continued)

6. **Exterior Lighting:** 110 VAC: Light has been removed (see photo), evaluation by an licensed electrician is recommended



7. **Exterior Electric Outlets:** 110 VAC: Recommend addition of GFCI protection at all outside outlets as a personal safety upgrade, outlet cover is loose, Evaluation by a licensed electrician is recommended

Roof

8. **Main Roof Surface Unable to Inspect:** 0%: Existing roof has two layers, when it is replaced, both layers will have to be removed
9. **Flashing:** Metal: Gaps at the vent pipe flashings (see photos), A qualified roofing contractor is recommended to do a complete evaluate prior to the end of the contingency period



10. **Living Room Chimney Flue/Flue Cap:** None: Recommend addition of a Spark Arrestor and Rain Cap

Garage/Carport

11. **Attached Garage Garage Doors:** Insulated aluminum: Door panels are dented, A qualified contractor is recommended to evaluate prior to the end of the contingency period
12. **Attached Garage Electrical:** 110 VAC outlets and lighting circuits: Recommend addition of GFCI at all garage outlets as a personal safety upgrade, Extension cords should be replaced with permanent wiring, Evaluation by a licensed electrician is recommended prior to the end of the contingency period

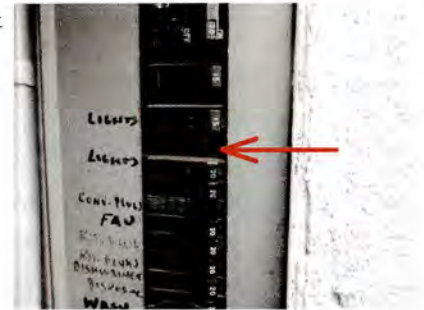
Concerns Summary (Continued)

Electrical

13. 120 VAC Branch Circuits: Aluminum: Aluminum branch circuit present (see photo), Complete evaluation by a licensed electrician is recommended



14. Aluminum Wiring: Branch circuits: Recommend wiring update for aluminum wiring by a licensed electrician
15. GFCI: Kitchen only: Recommend addition of GFCI at all bathroom, garage and exterior outlets as a personal safety upgrade
16. Smoke Detectors: Present in hall and two bedrooms: Recommend addition of smoke detectors in all bedrooms, Recommend testing of all smoke and CO detectors after close of escrow for buyer's personal safety
17. Side of the house Electric Panel Breakers: CU/AL: Missing knockout cover (see photo), Recommend complete evaluation by an licensed electrician prior to the end of the contingency period



Attic

18. Main Attic Insulation: None: Recommend insulation be installed



19. Main Attic Insulation Depth: 0"

Concerns Summary (Continued)

20. Main Attic Moisture Penetration: Previous water penetration noted: Water stains around the furnace vent (see photo), A licensed roofing contractor is recommended to completely evaluate prior to close of escrow



21. Main Attic Bathroom Fan Venting: Electric fan: Fan is disconnected, A qualified contractor is recommended to evaluate prior to the end of the contingency period

Heating System

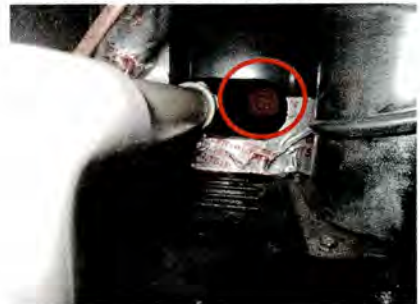
22. Hall Closet Heating System Heating System Operation: Appears functional: Gas line does not have a sediment trap (see photo), Return air supply is not ten feet away from a non sealed combustion air, Recommend addition of weather stripping around door jamb, Recommend complete evaluation by a licensed HVAC contractor prior to the end of the contingency period



23. Hall Closet Heating System Blower Fan/Filter: Direct drive with disposable filter: Filter is dirty and requires replacement

Air Conditioning

24. Side of house AC System A/C System Operation: Not Tested: To avoid possible compressor damage due to outside temperature below 60 degrees, the unit was not tested.
25. Side of house AC System Condensate Removal: PVC: Primary condensate only, no secondary in case primary clogs (see photo), Evaluation by a licensed HVAC contractor is recommended



Concerns Summary (Continued)

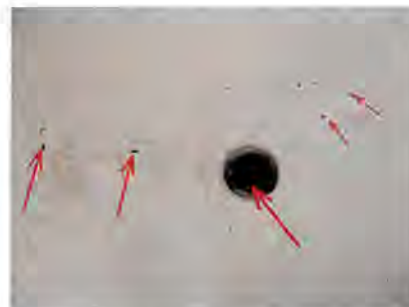
26. Blower Fan/Filters: Direct drive with disposable filter: Filter is dirty and requires replacement

Plumbing

27. Laundry room Water Heater Flue Pipe: Single wall to double wall: All vent pipe connections require a minimum of 3 screws, vent pipe is not sealed properly (see photo), A licensed plumbing contractor is recommend to evaluate prior to the end of the contingency period

Bathroom

28. Master Bathroom Electrical: 110 VAC outlets and lighting circuits: Recommend addition of GFCI as a personal safety upgrade
29. Master Bathroom Shower/Surround: Fiberglass pan and fiberglass surround: Missing drain cover, chips in the surface (see photo), discolored fiberglass, Recommend evaluation by a qualified contractor



30. Hall Bathroom Walls: Paint: Damaged drywall by the heat register, Evaluation by a licensed contractor is recommended
31. Hall Bathroom Doors: Hollow wood: Door to the laundry room hinge is loose, Recommend evaluation by a licensed contractor
32. Hall Bathroom Electrical: 110 VAC outlets and lighting circuits: Recommend addition of GFCI as a personal safety upgrade
33. Hall Bathroom Counter/Cabinet: Composite/Laminate: Gap at the bottom noted

Kitchen

34. Main Kitchen Cooking Appliances: Samsung: Anti tip device not installed, A qualified service contractor is recommended to evaluate prior to the end of the contingency period
35. Main Kitchen Disposal: In-Sinkerator: Loud, A licensed plumber is recommended to evaluate prior to the end of the contingency period
36. Main Kitchen Cabinets: Wood: Cabinet doors and draws need adjustment, A qualified contractor is recommended to evaluate prior to the end of the contingency period

Bedroom

37. Side Bedroom Closet: Single small: Closet doors have been removed
38. Side Bedroom Electrical: 110 VAC outlets and lighting circuits: Missing switch cover
39. Front Bedroom Closet: Single small: Closet doors have been removed

Living Space

40. Entrance Hallway Living Space Closet: Coat & Linen: Missing knobs on the linen cabinet doors

Concerns Summary (Continued)

Laundry Room/Area

41. Off Kitchen Laundry Room/Area Walls: Paint: Damaged drywall by the exterior door,
Evaluation by a licensed contractor is recommended
42. Off Kitchen Laundry Room/Area Floors: Laminate: Water stains by the water heater,
Evaluation by a licensed contractor is recommended

Defective Summary

This summary is not the entire report. The complete report may include additional information of concern to the client. It is recommended that the client read the entire report.

Exterior Surface and Components

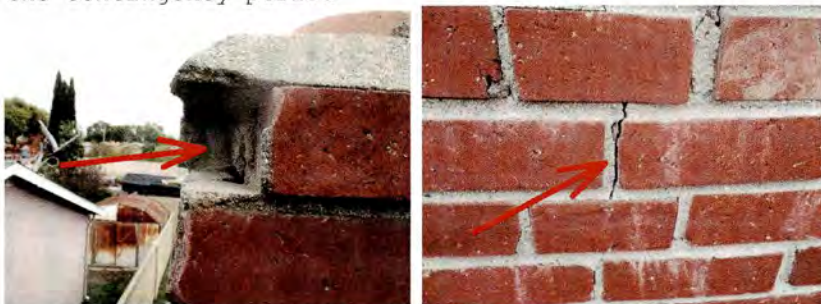
1. **Door Bell:** Not Operational: Inoperative at time of inspection, Recommend evaluation by a licensed contractor

Roof

2. **Main Roof Surface Material:** Asphalt shingle: Multiple damaged shingles (see photos), A qualified roofing contractor is recommended to completely evaluate prior to the end of the contingency period



3. **Living Room Chimney Chimney:** Brick: One brick has fallen off (see photo), crack present (see photo), A qualified contractor is recommended to evaluate prior to the end of the contingency period



Defective Summary (Continued)

Garage/Carport

4. Attached Garage Roof: Asphalt shingle: See comment under the roof section of the report
5. Attached Garage Service Doors: Wood: Side yard door is damaged, The door to the house needs the addition of a closing mechanism and weather stripping to comply with fire rating, A qualified contractor is recommended to evaluate prior to the end of the contingency period
6. Attached Garage Ceiling: Exposed framing/Drywall: Water stains present (see photo), damaged drywall (see photo), A qualified contractor is recommended to evaluate prior to the end of the contingency period



7. Attached Garage Walls: Exposed framing/Drywall: Hole penetrating firewall next to house (see photo), A qualified contractor is recommended to evaluate prior to the end of the contingency, Not fully accessible due to personal belongings (see photos)



Defective Summary (Continued)

8. Attached Garage Floor/Foundation: Linolium tiles: Multiple damaged tiles (see photo), may contain asbestos, A qualified contractor is recommended to evaluate prior to the end of the contingency period



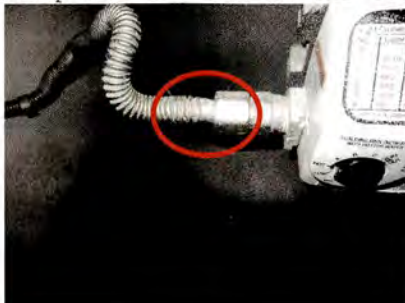
Heating System

9. Hall Closet Heating System Flue Pipe: Single wall to double wall: Vent pipe is not sealed properly (see photo), Recommend evaluation by a licensed HVAC contractor



Plumbing

10. Laundry room Water Heater Water Heater Operation: Functional at time of inspection: Earthquake support straps missing or not properly installed (see photo), two straps with blocking between the water heater and the wall are required in seismic zones, Gas line does not have a sediment trap (see photo), Evaluation by a licensed plumber is recommended prior the end of the contingency period



Defective Summary (Continued)

11. Laundry room Water Heater TPRV and Drain Tube: None Present:
Drain tube opening is not within six inches of the floor (see photo), A licensed plumber is recommended to evaluate prior to the end of the contingency period



Bathroom

12. Master Bathroom Toilets: Porcelain: The toilet is loose at the floor, A licensed plumber is recommended to evaluate prior to the end of the contingency period
13. Hall Bathroom Ventilation: Electric ventilation fan: Fan inoperative, Recommend evaluation by a licensed contractor

Kitchen

14. Main Kitchen Ventilator: Unknown: Fan inoperative, A licensed contractor is recommended to evaluate prior to the end of the contingency period
15. Main Kitchen Electrical: 110 VAC outlets and lighting circuits: One GFCI would not reset, Evaluation by a licensed electrician is recommended prior to the end of the contingency period
16. Main Kitchen Floor: Laminate: Gaps in the flooring, Evaluation by a licensed contractor is recommended

Bedroom

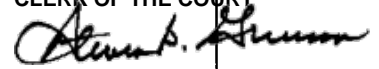
17. Master Bedroom Closet: Wardrobes and Coat: Cracked mirror door, A qualified contractor is recommended to evaluate prior to the end of the contingency period
18. Side Bedroom Floor: Laminate: Damaged flooring, Evaluation by a licensed contractor is recommended
19. Side Bedroom Doors: Hollow wood and wood: See comments about garage service door
20. Front Bedroom Floor: Laminate: Gaps in the flooring, Evaluation by a licensed contractor is recommended

Living Space

21. Living Room Living Space Floor: Laminate: Damaged/stained flooring, Evaluation by a licensed contractor is recommended
22. Entrance Hallway Living Space Floor: Laminate: Some floor is coming loose, Evaluation by a licensed contractor is recommended

Laundry Room/Area

23. Off Kitchen Laundry Room/Area Doors: Hollow wood and metal: Gaps at the exterior door and missing wood trim around the door, loose hinge on the door to the bathroom, damaged wood trim on the door to the kitchen, Recommend evaluation by a licensed contractor



CAPL

John P. Michaelson, Esq.
Nevada Bar No. 7822
Email: john@michaelsonlaw.com
Ammon E. Francom, Esq.
Nevada Bar No. 14196
Email: ammon@michaelsonlaw.com
MICHAELSON LAW
1746 West Horizon Ridge Parkway
Henderson, Nevada 89012
(702) 731-2333
Counsel for Robyn Friedman, Guardian,
and Donna Simmons, Interested Party

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

CARE PLAN IF KATHLEEN JUNE JONES LIVES IN NEVADA; AND
IN THE ALTERNATIVE,
CARE PLAN IF KATHLEEN JUNE JONES LIVES IN CALIFORNIA

Robyn Friedman, Guardian, and Donna Simmons, interested party, by and through their
counsel at Michaelson Law, hereby submit this *Care Plan if Kathleen June Jones Lives in*
Nevada; and, in the Alternative, Care Plan if Kathleen June Jones Lives in California, regarding
the Protected Person, Kathleen June Jones ("Ms. Jones").

NEVADA CARE PLAN

The following proposed Nevada Care Plan is in Ms. Jones' best interest and is far less
expensive than the Alternative California Care Plan, as shown in further detail in the proposed
Monthly Budgets and *Supplement to Petition to Relocate the Protected Person to Nevada* that
will be filed herein.

1 The proposed Nevada Care Plan is for Kathleen June Jones to reside in the home of
2 Guardian, Robyn Friedman ("Robyn"), at 1315 Enchanted River Drive, Henderson, Nevada
3 89012:

4 1. Ms. Jones will have her own suite with a bedroom, bathroom (wheelchair
5 accessible) and kitchenette.

6 2. Ms. Jones would have an excess of \$743.55 per month, and more than
7 \$600,000.00 in savings if she were to sell the property located at 1054 S. Verde Street, Anaheim,
8 California 92805).

9 3. Ms. Jones would have an excess of \$2,195.00 per month if she were to rent out
10 the Anaheim Property.

11 4. A caregiver is already present in the home in Nevada (paid for by Robyn), that
12 will assist with Kathleen June Jones at no cost to Ms. Jones' guardianship estate.

13 5. Additional in-home healthcare will be arranged as needed in consultation with
14 Ms. Jones' physicians in or near Henderson, Nevada. The hourly rates for Nevada caregivers
15 range from approximately \$21-\$30 per hour, depending on the service provider and the number
16 of hours per week the caregiver is contracted to work. The cost for caregiver services to the
17 guardianship estate is far less than similar services will cost in California as a caregiver is
18 already present in the home that will assist with Kathleen June Jones and a lower hourly rate. To
19 avoid caregiver costs, Robyn will try to rely on family and some of those already providing care
20 for her child for overnight or extended care, as the first option.

21 6. Guardian, Robyn Friedman will make sure Ms. Jones attends all needed medical
22 and/or other appointments in Nevada, either personally or with assistance.
23
24
25

1 7. Guardian can more easily plan for Ms. Jones' social schedule and family visits if
2 Ms. Jones resides with Guardian in Nevada. Guardian believes keeping Ms. Jones physically
3 connected to all family/friends that are willing, and/or being connected over phone/video is very
4 important for Ms. Jones' quality of life and Guardian will personally assist with this if Ms. Jones
5 resides with Guardian. Guardian will assist with travel costs to Nevada, and Guardian will cover
6 the travel costs for Ms. Jones to travel to other states to stay with other family members for
7 extended visits in their home. Additionally, Guardian will make sure, at a minimum, a weekly
8 call/video to willing family members with Ms. Jones will be provided, although more feely open
9 communication is encouraged and desired.

10 The proposed Nevada Care Plan will be implemented if the *Petition to Relocate the*
11 *Protected Person to Nevada* is granted during or after the hearing scheduled for January 12,
12 2022.

13 **ALTERNATIVE CALIFORNIA CARE PLAN**

14 The Alternative California Care Plan does not promote Ms. Jones' best interest as well as
15 the proposed Nevada Care Plan. It is far more expensive than the proposed Nevada Care Plan, as
16 shown in further detail in the proposed Monthly Budgets. It is also not in Ms. Jones' best interest
17 emotionally or for her safety, as shown in further detail in the *Supplement to Petition to Relocate*
18 *the Protected Person to Nevada* that will be filed herein.

19 Continued care from Kimberly Jones is not appropriate at this time for the reasons stated
20 in this Court's order removing her as guardian, and all of the reasons stated in the *Petition to*
21 *Transfer Protected Person to Nevada*, and the *Supplement to the Petition to Transfer the*
22 *Protected Person to Nevada*.
23
24
25

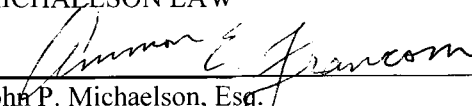
1 The Alternative California Care Plan is for Ms. Jones to reside in the residence located at
2 1054 S. Verde Street, Anaheim, California 92805:

- 3 1. Ms. Jones will have her own bedroom and bathroom;
- 4 2. Ms. Jones would have a monthly budget shortfall of -\$26,303.61 per month.
- 5 3. 24-hour in-home healthcare will continue to be arranged as needed in consultation
6 with Ms. Jones' physicians in or near Anaheim, California. The hourly rates for California
7 caregivers is approximately \$35.00 per hour depending on the number of hours per week the
8 caregiver is contracted to work. The cost to the guardianship estate will be far more than similar
9 services will cost in Nevada as a caregiver is already present in the home in Nevada that will
10 assist with Ms. Jones. With Kimberly being removed as guardian, and inappropriate as a
11 caretaker for Ms. Jones, paid 24-hour care in California would be required.
- 12 4. Guardian, Robyn Friedman will make sure Ms. Jones attends all needed medical
13 and/or other appointments in California, either personally or with assistance.

14
15 The Alternative California Care Plan will be implemented if the Petition to Relocate the
16 Protected Person to Nevada is denied during or after the hearing scheduled for January 12, 2021.

17 DATED this 7th day of January 2022.

18 MICHAELSON LAW

19 
20 John P. Michaelson, Esq.
Nevada Bar No. 7822
21 Ammon E. Francom, Esq.
Nevada Bar No. 14196
22 Counsel for Robyn Friedman, Guardian,
and Donna Simmons, Interested Party
23
24
25

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25

/s/ Robyn Friedman
Robyn Friedman

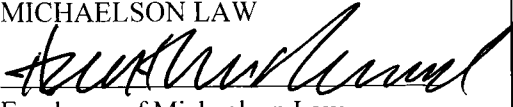
CERTIFICATE OF SERVICE

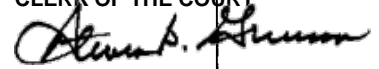
Pursuant to NRCP 5(b) and NEFCR 9 the undersigned hereby certifies that on January 7, 2022, a copy of the *Care Plan if Kathleen June Jones Lives in Nevada; and, in the Alternative, Care Plan if Kathleen June Jones Lives in California* was e-served and/or mailed by regular US first class mail, postage prepaid, in a sealed envelope in Henderson, Nevada to the following individuals and/or entities at the following addresses:

Kathleen June Jones 1054 S. Verde Street Anaheim, CA 92805 <i>Protected Person</i>	Robyn Friedman vgsfun@hotmail.com <i>Guardian</i>
Perry Friedman friedman@cs.stanford.edu	Donna Simmons donnamsimmons@hotmail.com
Jeffrey R. Sylvester, Esq. jeff@sylvesterpolednak.com Kelly L. Easton kellye@sylvesterpolednak.com <i>Co-Counsel for Guardian, Robyn Friedman, and Interested Party, Donna Simmons</i>	Maria L. Parra-Sandoval, Esq. Legal Aid Center of Southern Nevada mparra@lacsns.org <i>Attorney for Kathleen June Jones</i> Rosie Najera rnajera@lacsns.org <i>Assistant to Attorney for Kathleen June Jones</i>
Elizabeth Brickfield DAWSON & LORDAHL PLLC ebrickfield@dlnevadalaw.com Melissa R. Douglas mdouglas@dlnevadalaw.com <i>Guardian Ad Litem for Kathleen June Jones</i>	Geraldine Tomich, Esq. gtomich@maclaw.com Kimberly Jones c/o James Beckstrom, Esq. jbeckstrom@maclaw.com Deana DePry ddepry@maclaw.com Kellie Piet kpriet@maclaw.com <i>Attorneys for Kimberly Jones</i>

Monica L. Gillins mlg@johnsonlegal.com	Kate McCloskey NVGCO@nvcourts.nv.gov
David C. Johnson dcj@johnsonlegal.com	LaChasity Carroll lcarrol@nvcourts.nv.gov
	Sonja Jones sjones@nvcourts.nv.gov
Teri Butler 586 N. Magdalena Street Dewey, AZ 86327	Scott Simmons scott@technocoatings.com
Jen Adamo 14 Edgewater Drive Magnolia, DE 19962	Jon Criss 804 Harkness Lane, Unit 3 Redondo Beach, CA 90278
Ryan O'Neal 112 Malvern Avenue, Apt. E Fullerton, CA 92832	Tiffany O'Neal 177 N. Singing Wood Street, Unit 13 Orange, CA 92869
Courtney Simmons 765 Kimbark Avenue San Bernardino, CA 92407	Cameron Simmons Cameronnnscott@yahoo.com
Ampersand Man 1315 Enchanted River Drive Henderson, Nevada 89012	

MICHAELSON LAW


Employee of Michaelson Law



BUDG

John P. Michaelson, Esq.
Nevada Bar No. 7822
Email: john@michaelsonlaw.com
Ammon E. Francom, Esq.
Nevada Bar No. 14196
Email: ammon@michaelsonlaw.com
MICHAELSON LAW
1746 West Horizon Ridge Parkway
Henderson, Nevada 89012
(702) 731-2333
Counsel for Robyn Friedman, Guardian,
and Donna Simmons, Interested Party

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

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

**PROPOSED NEVADA MONTHLY BUDGET IF PROTECTED PERSON LIVES IN
NEVADA AND THE ANAHEIM PROPERTY IS SOLD; AND
IN THE ALTERNATIVE,
PROPOSED NEVADA MONTHLY BUDGET IF PROTECTED PERSON LIVES IN
NEVADA AND THE ANAHEIM PROPERTY IS RENTED; AND
IN THE ALTERNATIVE,
PROPOSED CALIFORNIA MONTHLY BUDGET IF PROTECTED PERSON LIVES IN
CALIFORNIA IN THE ANAHEIM PROPERTY**

Robyn Friedman, Guardian, and Donna Simmons, interested party, by and through their
counsel at Michaelson Law, hereby submit these *Proposed Nevada Monthly Budget if Protected
Person Lives in Nevada and the Anaheim Property is Sold; and in the Alternative, Proposed
Nevada Monthly Budget if Protected Person Lives in Nevada and the Anaheim Property is
Rented; and in the Alternative, Proposed California Monthly Budget if Protected Person Lives in
California in the Anaheim Property* regarding the Protected Person, Kathleen June Jones
("June") as follows:

1 1. Robyn Friedman ("Robyn" or "Guardian") was appointed as Successor Guardian
2 on December 6, 2021.

3 2. June's Monthly Budget is subject to the outcome of the hearing on the Petition to
4 Relocate. Guardian has given the issues of where June should live, her monthly finances, and
5 what is in her best interest considerable thought. Guardian is mindful of all June's medical,
6 emotional, financial and physical needs. Guardian proposes three monthly budgets to be
7 considered by the Court. Further explanation is contained in detail in the Supplement to
8 Petition to Relocate the Protected Person to Nevada that will be filed herein.

9 3. The Budgets are named and cover the following scenarios:

- 10 a. If June is allowed to relocate to Nevada and sells the Anaheim Property.
11 b. If June is allowed to relocate to Nevada and rents out the Anaheim Property.
12 c. If June remains in California and lives at the Anaheim property with a caretaker.

13 **BUDGET IF JUNE LIVES IN NEVADA AND THE ANAHEIM PROPERTY IS SOLD**

14 4. The Proposed Nevada Monthly Budget if Protected Person Lives in Nevada and
15 the Anaheim Property is Sold is attached hereto as Exhibit 1.

16 5. Under this proposal, June would have an excess of \$743.55 per month.

17 6. This proposed monthly budget shows this is the most affordable option for June
18 as a caregiver is already present in the home in Nevada (paid for by Robyn) that will assist with
19 June at no cost to June's estate. Robyn is at home to care for June and her child and has
20 assistance throughout the day.

21 7. This budget provides for 24 hours of caregiver services per month at \$21/hour.
22 Though it is not anticipated, if Robyn needed to go out of town and her mother could not travel
23 with her, Robyn would arrange for in-home care while she was away. And there may be no cost
24
25

1 at all in such instances, depending upon caretakers already in place or if Guardian arranges for
2 care from other family members.

3 **BUDGET IF JUNE LIVES IN NEVADA AND THE ANAHEIM PROPERTY IS RENTED**

4 8. The Proposed Nevada Monthly Budget if Protected Person Lives in Nevada and
5 the Anaheim Property is Rented is attached hereto as Exhibit 2.

6 9. Under this proposal, June would have an excess of \$2,202.03 per month.

7 10. This proposed monthly budget brings in more income to June's estate. However,
8 it also requires more out of pocket expenses and would require significant, necessary code
9 repairs to the Anaheim Property before a renter could be obtained.

10 11. This budget provides for 24 hours of caregiver services per month at \$21/hour.
11 Though it is not anticipated, if Robyn needed to go out of town and her mother could not travel
12 with her, Robyn would arrange for in-home care while she was away. Robyn may also simply
13 arrange for care from family members.

14 **BUDGET IF JUNE LIVES IN CALIFORNIA AT THE ANAHEIM PROPERTY**

15 12. The Proposed California Monthly Budget if Protected Person Lives in California
16 in the Anaheim Property is attached hereto as Exhibit 3.

17 13. Under this proposal, June would have a shortfall of -\$27,010.17 to -\$27,610.17
18 per month.

19 14. This proposed monthly budget shows this is the least affordable option for June.

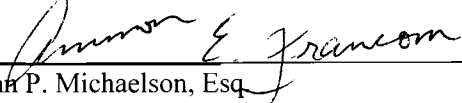
20 15. Living in California would require caregiver services 24 hours per day, 7 days per
21 week. June would only be able to maintain this for approximately six (6) months before her
22 entire cash estate was depleted. Continued care from Kimberly Jones is not appropriate at this
23 time for the reasons stated in this Court's order removing her as guardian.
24

25 ///

1 A Proposed Budget will be implemented depending on the outcome of Petition to
2 Relocate the Protected Person to Nevada scheduled for January 12, 2021.

3 DATED this 7th day of January 2022.

4 MICHAELSON LAW

5 

6 John P. Michaelson, Esq.

7 Nevada Bar No. 7822

8 Ammon E. Francom, Esq.

9 Nevada Bar No. 14196

10 *Counsel for Robyn Friedman, Guardian,*
11 *and Donna Simmons, Interested Party*

VERIFICATION OF GUARDIAN

The undersigned, Robyn Friedman, states she is the Guardian of the Estate of Kathleen June Jones, and that she has read the foregoing Inventory, the attached *Proposed Nevada Monthly Budget if Protected Person Lives in Nevada and the Anaheim Property is Sold; and in the Alternative, Proposed Nevada Monthly Budget if Protected Person Lives in Nevada and the Anaheim Property is Rented; and in the Alternative, Proposed California Monthly Budget if Protected Person Lives in California in the Anaheim Property*, she knows the contents thereof, and they are true to the best of her own knowledge, except for those matters stated therein on information and belief, and as for those matters, she believes them to be true. The undersigned declares under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

/s/ Robyn Friedman

Robyn Friedman

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and NEFCR 9 the undersigned hereby certifies that on January 7, 2022, a copy of the *Proposed Nevada Monthly Budget if Protected Person Lives in Nevada and the Anaheim Property is Sold; and in the Alternative, Proposed Nevada Monthly Budget if Protected Person Lives in Nevada and the Anaheim Property is Rented; and in the Alternative, Proposed California Monthly Budget if Protected Person Lives in California in the Anaheim Property* was e-served and/or mailed by regular US first class mail, postage prepaid, in a sealed envelope in Henderson, Nevada to the following individuals and/or entities at the following addresses:

Kathleen June Jones 1054 S. Verde Street Anaheim, CA 92805 <i>Protected Person</i>	Robyn Friedman vgsfun@hotmail.com <i>Guardian</i>
Perry Friedman friedman@cs.stanford.edu	Donna Simmons donnamsimmons@hotmail.com
Jeffrey R. Sylvester, Esq. jeff@sylvesterpolednak.com Kelly L. Easton kellye@sylvesterpolednak.com <i>Co-Counsel for Guardian, Robyn Friedman, and Interested Party, Donna Simmons</i>	Maria L. Parra-Sandoval, Esq. Legal Aid Center of Southern Nevada mparra@lacs.org <i>Attorney for Kathleen June Jones</i> Rosie Najera rnajera@lacs.org <i>Assistant to Attorney for Kathleen June Jones</i>
Elizabeth Brickfield DAWSON & LORDAHL PLLC ebrickfield@dlnevadalaw.com Melissa R. Douglas mdouglas@dlnevadalaw.com <i>Guardian Ad Litem for Kathleen June Jones</i>	Geraldine Tomich, Esq. gtomich@maclaw.com Kimberly Jones c/o James Beckstrom, Esq. jbeckstrom@maclaw.com Deana DePry ddepri@maclaw.com

	Kellie Piet kpier@maclaw.com <i>Attorneys for Kimberly Jones</i>
Monica L. Gillins mlg@johnsonlegal.com David C. Johnson dcj@johnsonlegal.com	Kate McCloskey NVGCO@nvcourts.nv.gov LaChasity Carroll lcarr@nvcourts.nv.gov Sonja Jones sjones@nvcourts.nv.gov
Teri Butler 586 N. Magdalena Street Dewey, AZ 86327	Scott Simmons scott@technocoatings.com
Jen Adamo 14 Edgewater Drive Magnolia, DE 19962	Jon Criss 804 Harkness Lane, Unit 3 Redondo Beach, CA 90278
Ryan O'Neal 112 Malvern Avenue, Apt. E Fullerton, CA 92832	Tiffany O'Neal 177 N. Singing Wood Street, Unit 13 Orange, CA 92869
Courtney Simmons 765 Kimbark Avenue San Bernardino, CA 92407	Cameron Simmons Cameronnscottt@yahoo.com
Amperand Man 1315 Enchanted River Drive Henderson, Nevada 89012	

MICHAELSON LAW


Employee of Michaelson Law

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

EXHIBIT 1

BUDG

John P. Michaelson, Esq.
Nevada Bar No. 7822
Email: john@michaelsonlaw.com
Ammon E. Francom, Esq.
Nevada Bar No. 14196
Email: ammon@michaelson.law.com
MICHAELSON LAW
1746 West Horizon Ridge Parkway
Henderson, Nevada 89012
Ph: (702) 731-2333
Fax: (702) 731-2337
*Counsel for Guardian, Robyn Friedman,
and Interested Party, Donna Simmons*

DISTRICT COURT

CLARK COUNTY, NEVADA

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

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

**PROPOSED NEVADA MONTHLY BUDGET IF PROTECTED PERSON LIVES IN
NEVADA AND THE ANAHEIM PROPERTY IS SOLD**

Robyn Friedman, as Guardian of the Person and Estate of Kathleen June Jones, hereby
submits this *Proposed Nevada Monthly Budget if Protected Person Lives in Nevada and the
Anaheim Property is Sold.*

The following numbers are estimates provided to the best of the Guardian's ability, given
that her current access to the Protected Person's financial information is limited due to former
Guardian not having created guardianship accounts and not providing full and accurate
information for same.

PROTECTED PERSON'S MONTHLY INCOME	
Wages from Employment (before taxes)	\$0
Unemployment Benefits	\$0
Social Security	\$1,554.00

Source: Bank of America Statement for Account ending 7492	
Veteran's Affairs	\$0
Retirement / Pension	\$0
Interest / Dividends	\$0
Rental Income	\$0
Mandatory Trust Distributions	\$0
Discretionary Trust Distributions	\$0
Other: N/A	\$0
TOTAL MONTHLY INCOME	\$1,554.00

MONTHLY EXPENSES	
Housing	
Rent / Mortgage	\$0
Facility (room and board, patient liability)	\$0
Homeowner's/Rental Insurance	\$0
Property Taxes	\$0
Home Maintenance (yard, pool, housecleaning, etc.)	\$0
HOA Dues	\$0
Utilities (electricity, gas, phone, sewer/water, other utilities)	\$0
Source: <i>Second Amendment to First Accounting</i> filed 08/09/2021	
Transportation	
The Protected Person is not able to drive. The primary driver would be Robyn Friedman, Perry Friedman, Donna Simmons, or a Caretaker, if needed	
Car Payment	\$0
Insurance	\$0
Gas	\$0
Maintenance	\$0
Public Transportation	\$0
Groceries	\$0
Dining Out	\$0
Personal Hygiene (toiletries, haircuts, etc.)	\$0
Household Supplies	\$0
Medical Expenses (including health insurance)	\$224.45
Source: <i>Second Amendment to First Accounting</i> filed 08/09/2021 -This amount varies grossly based on medical needs, e.g. current \$2,000 ambulance bill (approx..)	
Dental Expenses	\$Unknown
Caregiving Services	\$504.00
\$21.00 per hour times 24 hours for one (1) day each month on average, although this may not occur at all as family may provide care	
Travel / Entertainment	\$42.00
OC Register and Las Vegas Review Journal	

1	-Guardian plans to Petition the Court for permission for June to spend excess income or funds for her own pleasure while striking a balance to protect the estate for long-term care	
2	Gifts	
3	-Guardian plans to Petition the Court for permission for June to spend excess income or funds for her own pleasure while striking a balance to protect the estate for long-term care	\$40.00
4	Charitable Giving	\$0
5	Taxes	
6	Social Security income is not taxed	\$0
7	Accountant Fees	\$0
8	Child Support / Alimony	\$0
9	Bank Fees	
10	- Guardian and June are currently unable to assess this, or access bank account information due to Kimberly not providing June's PIN number. Also, June cannot be the signatory for account changes on these non-guardianship accounts. The bank will not allow Guardian sign for June on non-guardianship accounts, and Guardian cannot cause June, who is incapacitated, to sign for herself.	\$Unknown
11	Guardian / Attorney Fees	
12	\$0 per hour times 0 hours per month	\$0
13	Attorney's Fees must be requested through a Petition	Pursuant to Petitioning Process
14	TOTAL MONTHLY EXPENSES	\$810.45

15	TOTALS	
16	TOTAL MONTHLY INCOME	\$1,554.00
17	TOTAL MONTHLY EXPENSES	\$810.45
18	DIFFERENCE (income – expenses)	\$743.55

21 The monthly income is enough to cover monthly expenses. There is no shortfall to calculate
 22 how long the shortfall could be maintained.

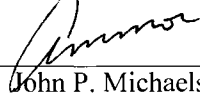
23 This approximation is for if the Anaheim House is sold and the monthly expenses
 24 associated for same no longer apply. Assets would not need to be sold or liquidated to pay for the
 25 Protected Person's monthly expenses, but sale proceeds in excess of \$600,000.00 would be held

1 in reserve in a blocked guardianship account, and same should provide for Protected Person's
2 monthly expenses for years to come, even if she eventually needs to be placed in a skilled facility.

3 The foregoing monthly budge represents a true and accurate estimate of the Protected
4 Person's ongoing monthly sources of income and monthly income if the Protected Person moves
5 to Nevada, resides with the Guardian, and sells the Anaheim House for market value after repairs.

6 DATED this 7th day of January, 2022.

7 MICHAELSON LAW

8  E. Francom
9 John P. Michaelson, Esq.

10 Nevada Bar No. 7822

11 Ammon E. Francom, Esq.

12 Nevada Bar No. 14196

13 1746 West Horizon Ridge Parkway

14 Henderson, Nevada 89012

15 *Counsel for Guardian, Robyn Friedman,*
16 *and Interested Party, Donna Simmons*

VERIFICATION OF GUARDIAN

The undersigned, Robyn Friedman, states she is the Guardian of the Estate of Kathleen June Jones, and that she has read the foregoing *Proposed Nevada Monthly Budget if Protected Person Lives in Nevada and the Anaheim Property is Sold*, she knows the contents thereof, and they are true to the best of her own knowledge, except for those matters stated therein on information and belief, and as for those matters, she believes them to be true. The undersigned declares under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

/s/ Robyn Friedman
Robyn Friedman

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

EXHIBIT 2

BUDG

John P. Michaelson, Esq.
Nevada Bar No. 7822
Email: john@michaelsonlaw.com
Ammon E. Francom, Esq.
Nevada Bar No. 14196
Email: ammon@michaelson.law.com
MICHAELSON LAW
1746 West Horizon Ridge Parkway
Henderson, Nevada 89012
Ph: (702) 731-2333
Fax: (702) 731-2337
*Counsel for Guardian, Robyn Friedman,
and Interested Party, Donna Simmons*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

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

**PROPOSED NEVADA MONTHLY BUDGET IF THE PROTECTED PERSON LIVES IN
NEVADA AND THE ANAHEIM PROPERTY IS RENTED**

Robyn Friedman, as Guardian of the Person and Estate of Kathleen June Jones, hereby
submits this *Proposed Nevada Monthly Budget if the Protected Person Lives in Nevada and the
Anaheim Property is Rented.*

The following numbers are estimates provided to the best of the Guardian's ability, given
that her current access to the Protected Person's financial information is limited due to former
Guardian not having created guardianship accounts and not providing full and accurate
information for same.

PROTECTED PERSON'S MONTHLY INCOME	
Wages from Employment (before taxes)	\$0
Unemployment Benefits	\$0
Social Security	\$1,554.00

Source: Bank of America Statement for Account ending 7492		
Veteran's Affairs		\$0
Retirement / Pension		\$0
Interest / Dividends		\$0
Rental Income Source: Zillow.com		\$3,115.00
Mandatory Trust Distributions		\$0
Discretionary Trust Distributions		\$0
Other: N/A		\$0
TOTAL MONTHLY INCOME		\$4,669.00
.		
MONTHLY EXPENSES		
Housing		
Rent / Mortgage		\$913.15
Facility (room and board, patient liability)		\$0
Homeowner's/Rental Insurance		\$350.00
Property Taxes - May be included in mortgage payment - Guardian is currently locked out of mortgage company account information while they review current order, and former Guardian, Kimberly, refuses to provide mortgage statements.		\$Unknown
Home Maintenance (yard, pool, housecleaning, etc.) - This does not include needed repairs or unforeseen upkeep caused by renters		\$400.00
HOA Dues - There is no HOA		\$0
Utilities (electricity, gas, phone, sewer/water, other utilities) - Renter will pay, or will be added to rental amount		\$0
Transportation		
The Protected Person is not able to drive. The primary driver would be Robyn Friedman, Perry Friedman, Donna Simmons, or a Caretaker, if needed		
Car Payment		\$0
Insurance		\$0
Gas		\$0
Maintenance		\$0
Public Transportation		\$0
Groceries		\$0
Dining Out		\$0
Personal Hygiene (toiletries, haircuts, etc.)		\$0
Household Supplies		\$0
Medical Expenses (including health insurance) Source: <i>Second Amendment to First Accounting</i> filed 08/09/2021		\$224.45

1	-This amount varies grossly based on medical needs, <i>e.g.</i> current \$2,000 ambulance bill (approx.)	
2	Dental Expenses	\$Unknown
3	Caregiving Services	
4	\$21.00 per hour times 24 hours for one (1) day each month on average, although this may not occur at all as family may provide care	\$504.00
5	Travel / Entertainment	
6	OC Register and Las Vegas Review Journal	
7	-Guardian plans to petition the Court for permission for June to spend excess income or funds for her own pleasure while striking a balance to protect the estate for long-term care	\$42.00
8	Gifts	
9	-Guardian plans to Petition the Court for permission for June to spend excess income or funds for her own pleasure while striking a balance to protect the estate for long-term care	\$40.00
10	Charitable Giving	\$0
11	Taxes	\$0
12	Social Security income is not taxed	\$0
13	Accountant Fees	\$0
14	Child Support / Alimony	\$0
15	Bank Fees	
16	- Guardian and June are currently unable to assess this, or access bank account information due to Kimberly not providing June's PIN number. Also, June cannot be the signatory for account changes on these non-guardianship accounts. The bank will not allow Guardian sign for June on non-guardianship accounts, and Guardian cannot cause June, who is incapacitated, to sign for herself.	\$Unknown
17	Guardian / Attorney Fees	\$0
18	\$0 per hour times 0 hours per month	
19	Attorney's Fees must be requested through a Petition	Pursuant to Petitioning Process
20	TOTAL MONTHLY EXPENSES	\$2,473.60
21	TOTALS	
22	TOTAL MONTHLY INCOME	\$4,669.00
23	TOTAL MONTHLY EXPENSES	\$2,473.60
24	DIFFERENCE (income – expenses)	\$2,195.40

1 The monthly income is enough to cover monthly expenses. There is no shortfall to calculate
2 how long the shortfall could be maintained.

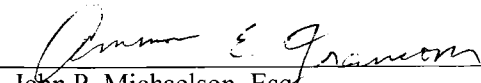
3 Assets will not need to be sold or liquidated to pay for the Protected Person's monthly
4 expenses.

5 No assets need to be sold or liquidated, thus no calculation is needed to show how long
6 such sale or liquidation would cover the Protected Person's monthly expenses.

7 The foregoing monthly budget represents a true and accurate estimate of the Protected
8 Person's ongoing monthly sources of income and monthly income if the Protected Person moves
9 to Nevada, resides with the Guardian, and rents the Anaheim House for \$3,115.00 per month.

10 DATED this 7th day of January, 2022.

11 MICHAELSON LAW

12 
13 John P. Michaelson, Esq.
14 Nevada Bar No. 7822
15 Ammon E. Francom, Esq.
16 Nevada Bar No. 14196
17 1746 West Horizon Ridge Parkway
18 Henderson, Nevada 89012
19 Counsel for Guardian, Robyn Friedman,
20 and Interested Party. Donna Simmons
21
22
23
24
25

VERIFICATION OF GUARDIAN

The undersigned, Robyn Friedman, states she is the Guardian of the Estate of Kathleen June Jones, and that she has read the foregoing Inventory, the attached *Proposed Nevada Monthly Budget if the Protected Person Lives in Nevada and the Anaheim Property is Rented*, she knows the contents thereof, and they are true to the best of her own knowledge, except for those matters stated therein on information and belief, and as for those matters, she believes them to be true. The undersigned declares under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

/s/ Robyn Friedman

Robyn Friedman

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

EXHIBIT 3

BUDG

John P. Michaelson, Esq.
Nevada Bar No. 7822
Email: john@michaelsonlaw.com
Ammon E. Francom, Esq.
Nevada Bar No. 14196
Email: ammon@michaelson.law.com
MICHAELSON LAW
1746 West Horizon Ridge Parkway
Henderson, Nevada 89012
Ph: (702) 731-2333
Fax: (702) 731-2337
*Counsel for Guardian, Robyn Friedman,
and Interested Party, Donna Simmons*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

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

**PROPOSED CALIFORNIA MONTHLY BUDGET IF PROTECTED PERSON LIVES IN
CALIFORNIA IN THE ANAHEIM HOUSE**

Robyn Friedman, as Guardian of the Person and Estate of Kathleen June Jones, hereby
submits this *Proposed California Monthly Budget if Protected Person Lives in California in the
Anaheim House*.

The following numbers are estimates provided to the best of the Guardian's ability, given
that her current access to the Protected Person's financial information is limited due to former
Guardian not having created guardianship accounts and not providing full and accurate
information for same.

PROTECTED PERSON'S MONTHLY INCOME	
Wages from Employment (before taxes)	\$0
Unemployment Benefits	\$0
Social Security	\$1,554.00

Source: Bank of America Statement for Account ending 7492	
Veteran's Affairs	\$0
Retirement / Pension	\$0
Interest / Dividends	\$0
Rental Income	\$0
Mandatory Trust Distributions	\$0
Discretionary Trust Distributions	\$0
Other: N/A	\$0
TOTAL MONTHLY INCOME	\$1,554.00
MONTHLY EXPENSES	
Housing	
Rent / Mortgage	\$913.15
Facility (room and board, patient liability)	\$0
Homeowner's/Rental Insurance Source: <i>Amended First Accounting, Guardian's Explanation of Expenses, page 2</i>	\$276.57
Property Taxes - May be included in mortgage payment - Guardian is currently locked out of mortgage company account information while they review current order, and former Guardian, Kimberly, refuses to provide mortgage statements.	\$Unknown
Home Maintenance (yard, pool, housecleaning, etc.) - This does not include needed repairs or unforeseen upkeep	\$100.00
HOA Dues - There is no HOA	\$0
Utilities (electricity, gas, phone, sewer/water, other utilities) (approx.)	\$500.00
Transportation	
The Protected Person is not able to drive. The primary driver would be the Caretaker. Robyn Friedman, Perry Friedman, and Donna Simmons will drive June around when visiting in California.	
Car Payment	\$0
Insurance	\$0
Gas: Caretakers may charge mileage fee	\$400 to \$1,000 depending on appointments and outings
Maintenance: Caretakers may charge mileage fee - June enjoys daily outings, in addition to appointments	
Public Transportation	\$0
Groceries	\$250.00
Dining Out (approx. \$50.00 per week)	\$200.00
Personal Hygiene (toiletries, haircuts, etc.) - Include disposable underwear	\$100.00
Household Supplies	\$60.00

1	Medical Expenses (including health insurance) Source: <i>Second Amendment to First Accounting</i> filed 08/09/2021 -This amount varies grossly based on medical needs, e.g. current \$2,000 ambulance bill (approx.)	\$224.45
2		
3	Dental Expenses	\$Unknown
4	Caregiving Services \$35.00 per hour times 24 hours for 30 days per month Estimate based on California rates	\$25,200.00
5	Travel / Entertainment - For outings, shows, parking fees, etc.	\$300.00
6	Gifts	\$40.00
7	Charitable Giving	\$0
8	Taxes - Social Security income is not taxed	\$0
9	Accountant Fees	\$0
10	Child Support / Alimony	\$0
11	Bank Fees - Guardian and June are currently unable to assess this, or access bank account information due to Kimberly not providing June's PIN number. Also, June cannot be the signatory for account changes on these non-guardianship accounts. The bank will not allow Guardian sign for June on non-guardianship accounts, and Guardian cannot cause June, who is incapacitated, to sign for herself.	\$Unknown
12		
13	Guardian / Attorney Fees \$0 per hour times 0 hours per month	\$0
14	Attorney's Fees must be requested through a Petition	Pursuant to Petitioning Process
15		
16	TOTAL MONTHLY EXPENSES	\$28,564.17 to \$29,164.17

17	TOTALS	
18		
19	TOTAL MONTHLY INCOME	\$1,554.00
20	TOTAL MONTHLY EXPENSES	\$28,564.17 to \$29,164.17
21	DIFFERENCE (income – expenses)	-\$27,010.17 to -\$27,610.17
22		

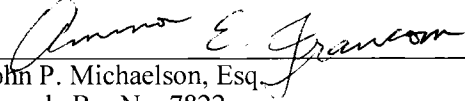
23 The monthly income is not enough to cover the monthly expenses. Based on the amount
24 of funds the Protected Person has in financial accounts, as shown in the Inventory filed herein, the
25 shortfall could be maintained for approximately six (6) months.

1 After the Protected Person resides in the Anaheim House for approximately six (6) months,
2 it would need to be sold or liquidated to pay for the Protected Person's monthly expenses
3 thereafter, and she would have to move to a different residence, most likely the Guardian's
4 residence.

5 The foregoing monthly budget represents a true and accurate estimate of the Protected
6 Person's ongoing monthly sources of income and monthly income if the Protected Person
7 continues to reside in the Anaheim House.

8 DATED this 7th day of January, 2022.

9 MICHAELSON LAW

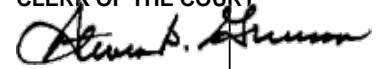
10 
11 John P. Michaelson, Esq.
12 Nevada Bar No. 7822
13 Ammon E. Francom, Esq.
14 Nevada Bar No. 14196
15 1746 West Horizon Ridge Parkway
16 Henderson, Nevada 89012
17 Counsel for Guardian, Robyn Friedman,
18 and Interested Party, Donna Simmons
19
20
21
22
23
24
25

VERIFICATION OF GUARDIAN

The undersigned, Robyn Friedman, states she is the Guardian of the Estate of Kathleen June Jones, and that she has read the foregoing *Proposed California Monthly Budget if Protected Person Lives in California in the Anaheim House*, she knows the contents thereof, and they are true to the best of her own knowledge, except for those matters stated therein on information and belief, and as for those matters, she believes them to be true. The undersigned declares under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

/s/ Robyn Friedman

Robyn Friedman



SUPP

John P. Michaelson, Esq.
Nevada Bar No. 7822
Email: john@michaelsonlaw.com
Ammon E. Francom, Esq.
Nevada Bar No. 14196
Email: ammon@michaelsonlaw.com
MICHAELSON LAW
1746 West Horizon Ridge Parkway
Henderson, Nevada 89012
(702) 731-2333
*Counsel for Robyn Friedman, Guardian,
and Donna Simmons, Interested Party*

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

**SUPPLEMENT TO PETITION TO RELOCATE
THE PROTECTED PERSON TO NEVADA**

Robyn Friedman ("Guardian"), and Donna Simmons, Interested Party, by and through
their counsel at Michaelson Law, submit this *Supplement to Petition to Relocate the Protected
Person to Nevada* regarding the Protected Person, Kathleen June Jones ("June").

1. In addition to the information and reasoning provided in the *Petition to Relocate
the Protected Person to Nevada* filed December 15, 2021, to request that Guardian be authorized
to relocate June to reside with her in Henderson Nevada, the Court should grant said request also
based upon the following:

2. Guardian can more easily plan for June's social schedule and family visits if June
resides with Guardian in Nevada. Guardian believes keeping June physically connected to all
family/friends that are willing, and/or being connected over phone/video is very important for

1 June's quality of life and Guardian will personally assist with this if June resides with Guardian.
2 Guardian will assist with travel costs to Nevada, and Guardian will cover the travel costs for
3 June to travel to other states to stay with other family members for extended visits in their home.
4 Additionally, Guardian will make sure, at a minimum, a weekly call/video to willing family
5 members with June will be provided, although more freely open communication is encouraged
6 and desired.

7 3. Guardian cannot reside with June in the Anaheim House.

8 4. Guardian cannot provide June with low-cost caretakers if June continues to reside
9 in the Anaheim House.

10 5. The *Proposed California Monthly Budget if Protected Person Lives in California*
11 *in the Anaheim House* filed herein ("*Proposed California Monthly Budget*") shows that June will
12 experience a financial monthly shortfall between -\$27,010.17 and -\$27,610.17 if she resides in
13 the Anaheim House with 24-hour caretakers. This is largely a result of the fact that the cost of
14 caretakers will be approximately \$25,200.00 per month if June continues to reside in the
15 Anaheim House. It is also the result of the additional monthly expenses June will have if she
16 continues to reside in the Anaheim House, as documented in the *Proposed California Monthly*
17 *Budget*.

18 6. In stark contrast, the *Proposed Nevada Monthly Budget if the Protected Person*
19 *Lives in Nevada and the Anaheim Property is Rented* ("*Proposed Monthly Budget and Rental of*
20 *Anaheim Property*") shows that June will have very low monthly expenses if she resides with
21 Guardian in Guardian's residence in Nevada.
22

23 7. The *Proposed Monthly Budget and Rental of Anaheim Property* also shows that
24 renting the Anaheim House for the rate of \$3,115.00 would provide June with excess funds of
25

1 approximately \$2,195.40 each month. This will preserve the guardianship estate for June's future
2 needs.

3 8. Also in stark contrast, the *Proposed Nevada Monthly Budget if the Protected*
4 *Person Lives in Nevada and the Anaheim Property is Sold* filed herein ("*Proposed Monthly*
5 *Budget and Sale of Anaheim Property*") shows, again, that June will have very low monthly
6 expenses if she resides with Guardian in Guardian's residence in Nevada.

7 9. The *Proposed Monthly Budget and Sale of Anaheim Property* also shows that
8 even foregoing monthly rental income from the Anaheim House, and instead selling the
9 property, would provide June with excess funds of approximately \$743.55 per month. This also
10 would preserve the guardianship estate for June's future needs given that the sale of the Anaheim
11 House at the current time, even after payment of needed repairs that will cost approximately
12 \$60,000, should net more than \$600,000 for the guardianship estate, as shown by the *Inventory,*
13 *Appraisal, Oath and Verified Record of Value* filed herein. These sale proceeds could then be
14 invested to produce income for the Protected Person to be saved against a future day when June
15 may need to utilize her estate for her ongoing care, maintenance, and support. Additionally,
16 selling the property would protect the estate from potential maintenance costs and/or other
17 liability that can arise from owning a rental property. Many people in June's position are
18 looking to simplify their estates.
19

20 10. The foregoing shows that it is in June's best interest to relocate to Nevada to
21 reside with the Guardian for as long as possible, and either rent, or sell the Anaheim House.

22 11. In contrast, it is not in June's best interest to reside in the Anaheim House and pay
23 for 24-hour caretakers.
24

25 //

JUNE CHOSE TO RESIDE IN NEVADA

12. While she still had capacity, June chose to reside in Nevada, in the Kraft House, for more than two decades.

13. The statements by attendees at the last hearing regarding June having resided in California for an extended period, and her choosing to reside in California, were incorrect.

14. The settlement of the A-Case allegedly caused former Guardian Kimberly Jones to move June to California, and to do so without the Court's authority for the relocation. It was not really a choice June made. Had she so desired, June could have relocated to California anytime in the past 20 plus years. She did not.

15. Although the Court sanctioned Kim's move to California after the fact, it has never authorized or directed a permanent move. The move was authorized for the time being pending further review, investigation of Kimberly and further findings of the Court.

16. At the last hearing, June's friend Marilyn indicated curiously that June wants to stay in California, even though she has lived in Nevada for over 20 years. Since the last hearing, on or about December 26, Kimberly asked Guardian to facilitate a call between June and Kim. When June got on the phone, Kimberly had Marilyn on a three-way call without telling June or Guardian Marilyn was on the call. In response to Marilyn's question regarding living in Nevada, June expressed to Marilyn that June is happy living in Nevada.

KIMBERLY JONES' BEHAVIORS CREATE AN UNSAFE ENVIRONMENT FOR JUNE TO CONTINUE TO LIVE AT THE ANAHEIM HOUSE

17. Kimberly Jones' ongoing bad behaviors create an unsafe environment for June to continue to live at the Anaheim House, as explained further in the sections below.

//

//

KIMBERLY JONES SHOULD NOT ACT AS JUNE'S CARETAKER

18. Kimberly Jones should not act as June's caretaker in California or Nevada.

19. Kimberly Jones was removed as Guardian for the reasons established in this Court's *Findings of Fact and Conclusions of Law and Order Regarding Visitation, First Annual Accounting, Guardian's Fees, Caretaking Fees, Attorney's Fees and Costs, and Removal of the Guardian* entered December 6, 2021, and for many of the same reasons Kimberly Jones is still creating an unsafe environment of June and she should not act as June's caretaker.

20. Additionally, Kimberly Jones wanted to be paid for her caretaking services for June even while Kimberly Jones was guardian. Kimberly Jones has advised the Court she cannot and will not be June's caregiver if she is not paid. Guardian, in contrast, does not want to be paid for her caretaking services for June, or for her services as Guardian.

21. Kimberly Jones has not filed anything to show that she can and will now provide caretaking services for a lower cost than what Guardian can provide in Nevada.

22. Kimberly Jones is continuing to fail to act in June's best interest, in part, by failing to comply with this Court's *Order from December 20, 2021 Hearing*.

23. Said *Order* states, "Kimberly Jones shall endeavor to provide the information necessary to ensure a smooth transition between the guardians and make sure that the Protected Person continues to have access to medical treatment, prescriptions, and other resources." As she has done in the past with many other orders and directives from the Court, and contrary to what is routinely expected of any ethical person, much less someone who professes an advanced degree in geriatric care and experience in hundreds of similar cases, Kimberly Jones is ignoring this mandate in the following ways:

1 a. Kimberly was admonished to attend the cardiologist appointment with
2 Robyn and June on January 5, 2021. Kimberly showed up at the facility lobby for the
3 appointment but did not go into the actual exam when June was being evaluated.
4 Kimberly was advised by the front desk personnel that because she had established the
5 entire medical engagement with this provider, and had not advised the provider of the
6 existence of a guardianship, her permission would be needed to update all emails, access
7 codes and other permissions to transition access from Kimberly to Guardian. Kimberly
8 was asked to stay to resolve those matters so that Guardian would have complete access
9 and permissions on a go forward basis. Rather than remaining to cooperate as she was
10 asked, and as the Court directed her to do, Kimberly waited until Guardian and June went
11 in to see the doctor, and then she left. This is one of the literally thousands of ways
12 Kimberly uses subterfuge to undermine Guardian and the rest of her family on a regular
13 basis. Kimberly's leaving delayed the cardiologist's office allowing access to Guardian
14 because Kimberly had not previously identified herself as Guardian of June. The
15 cardiologist's office was not aware that June was under a guardianship, nor that Kimberly
16 was previously acting as Guardian when she attended the visits with June. Additionally,
17 and as discussed further below in sub-section (c), when Guardian and her husband Perry
18 Friedman attempted to reset online access points, the PIN or other verifications codes
19 needed for the resets were sent to Kimberly. Instead of providing the codes promptly (the
20 reset protocols had limited time durations before new codes are sent), Kimberly slowly
21 but eventually only advised that she had received codes. When asked what those codes
22 were, she did not respond.
23
24
25

1 b. Kimberly is also acting contrary to June's best interest by not providing a
2 copy of June's medical records, in part, by not providing Guardian with June's original
3 vaccination cards/records. **Exhibit 1** attached hereto and incorporated herein by reference
4 shows that such records exist. It is a *copy* of June's COVID vaccination card. Kimberly
5 needs to provide June's original vaccination cards to Guardian.

6 c. As explained more briefly above, on January 5, 2022, Kimberly refused to
7 go to the medical records department at UCI to empower Guardian to get medical
8 records. Then, on January 6, 2022, Kimberly Jones did finally send verification codes for
9 the medical records to Guardian, but with only one (1) and three (3) minutes remaining to
10 enter the codes. **Exhibit 2** attached hereto and incorporated herein by reference is a copy
11 of the email Kimberly Jones sent to Guardian with the verification codes. Exhibit 2
12 shows Kimberly withholding from Guardian the power to access the records transferred
13 to Guardian, either in person, or even by providing the email associated with the account
14 to Guardian.

15 d. On January 5, 2022, Guardian learned at the cardiologist appointment that
16 June was only supposed to wear her heart monitor for two weeks from when it was
17 applied. This is totally different from Kimberly's representation to this Court in the last
18 hearing that June was supposed to wear the monitor until the next appointment. As a
19 result, June wore the monitor for weeks, and maybe even a month longer than she was
20 supposed to wear it. This was contrary to June's best interest as the monitor caused her
21 stress, discomfort, she continually tried to remove it, and the tape irritated her skin from
22 prolonged use. Kimberly knew all this and did not assist June's situation by providing
23 prolonged use. Kimberly knew all this and did not assist June's situation by providing
24 prolonged use. Kimberly knew all this and did not assist June's situation by providing
25 prolonged use. Kimberly knew all this and did not assist June's situation by providing

1 simple, accurate information. Once again, Kimberly lied, and June suffered because of
2 her lie.

3 e. This is another of the almost limitless ways in which Kimberly's
4 negligence and refusal to attend to any detail whatsoever, even as a supposedly seasoned
5 and educated professional, has hurt June.

6 f. Also on January 5, 2022, Guardian learned from the cardiologist that
7 June's blood pressure was supposed to be monitored twice a day to get an accurate
8 assessment of her heart. Kimberly provided a blood pressure cuff, but no instruction on
9 the record that was supposed to be kept for June. Once again, Kimberly acted contrary to
10 June's best interest by failing to provide this information to Guardian. This interfered
11 with June getting an accurate heart assessment back to her cardiologist, again, due to
12 Kimberly, a supposedly trained professional in geriatric care, failing to provide in good
13 faith basic information about June's care.

14 g. Kimberly's modus operandi is to provide no information at all. Then, wait
15 to be compelled to assist or provide information after costly and exhaustive legal battles,
16 following which she will provide only partial information or assistance. Whereupon the
17 cycle begins again with more expensive and exhaustive litigation, and so forth, as she
18 causes it to continue.

19 h. Kimberly put all utilities for the Anaheim House in her individual name.
20 Guardian is now in the process of converting the utilities from Kimberly's name to June's
21 name. This is an extremely frustrating and time-consuming process now forced on the
22 Guardian because Kimberly did not properly set up the utilities in June's name.
23
24
25

//

**KIMBERLY JONES AND/OR DEAN LOGGANS ARE IMPROPERLY RECORDING
THE PROTECTED PERSON AND THE GUARDIAN, DEAN LOGGANS IS
CONTINUALLY AROUND THE ANAHEIM HOUSE, AND KIMBERLY HAS
FURTHER ISOLATED JUNE BY PLACING ALL OR SUBSTANTIALLY ALL JUNE'S
UTILITIES IN KIM'S NAME**

24. As set forth in additional detail in the *Petition to Relocate the Protected Person to Nevada*, paragraph 35, on December 14, 2021, Dean Loggans or Kimberly placed a cell phone recording in the garage of the Anaheim House when Guardian and a locksmith opened the building and found him inside. This was after Kimberly told Guardian the garage was her office but that no one had a key so no one could access the garage. Guardian was suspicious so first thing in the morning Guardian had a locksmith meet them at the Anaheim House. Donna Simmons' daughter Samantha who is afraid of Dean Loggans had stayed the night at the house to help care for June, her grandmother. After a few minutes, the locksmith opened the garage door, and Dean Loggans was found inside with his Corvette, several statues of naked women and boxes of property that do not belong to June, and upon information and belief, do not belong to Kimberly. To date, the boxes that do not belong to June are still in the garage and should be removed immediately. Obviously, Dean Loggans could have simply opened the door at any time rather than let the locksmith struggle to get the door open. All, including Donna's daughter, who had spent the night just a few feet away, were astonished to find a man inside. Furthermore, there were absolutely none of the usual trappings of an office, such as a desk, a phone, a chair, any loose papers, etc. Kimberly has always maintained that Dean does not live at either June's Anaheim House or previously June's Kraft House in Las Vegas. However, other parties in these proceedings and statements from neighbors have frequently indicated Kimberly has not been truthful. It is odd that a man who does not live at a property would store his vehicle there, or at least frequently drive in and park his vehicle and store his property in the garage of a protected

1 person to whom he is not related. This is especially odd while Kimberly simultaneously claims
2 no one can get into the garage because all keys to the garage are lost, or alternatively that even if
3 a key were to be found, no one can go into June's garage because it is Kimberly's office.
4 Nothing in the lease on the property authorizes Kimberly to sublease or takeover additional parts
5 of June's home for her business.

6 25. All of this is troubling because a central feature of the pleadings and testimony in
7 this case is that many in June's family, if not most, are afraid of Dean and do not want him
8 around their mother and will not visit if he is constantly there or frequently and randomly
9 dropping by. Dean Loggans' *continued* unwillingness, especially after the recent evidentiary and
10 other hearings, to leave June alone is shocking and hurts June.

11 26. When Dean left the day he was found in the garage, he calmly walked out of the
12 garage, while leaving his phone, which was recording, in a cabinet in the garage. He also locked
13 the garage door leading to the house, and shut and locked the large door leading to the street,
14 thus making the garage completely inaccessible again. The locksmith had to be retained a second
15 time to reopen the door. The locksmith rekeyed the Anaheim House because Kimberly refused
16 to provide keys to any of the rooms including the garage, except for the very front door. The
17 cost of the locksmith in total was \$2,280.00. Kimberly should be made to pay for these
18 expenses. Receipts of the payment Guardian paid out of her funds and is requesting the Court
19 have Kimberly reimburse Guardian is attached hereto as **Exhibit 3**.

21 27. Oddly, all of this happened after Guardian gave Kimberly many days notice of the
22 exact date and time she would show up at the Anaheim House to takeover care of June.

23 28. On or about Christmas Eve, December 24, 2021, after Guardian dropped June off
24 to visit Kimberly at the Anaheim House, Kimberly texted Guardian, stating she has Guardian's
25

1 statements "on audio." **Exhibit 4** attached hereto and incorporated herein by reference is a copy
2 of the text from Kimberly admitting to recording Guardian.

3 29. In that same section of text thread, it is documented that as Guardian drove away
4 she observed Dean Loggans parked in his Corvette on the street behind June's home. This was
5 the second time in the few days since arriving that Guardian observed Dean Loggans parked in
6 his Corvette on streets near June's home. Guardian and other witnesses, including Donna
7 Simmons' daughter Tiffany, observed Dean drive by in his white Corvette several times.
8 Guardian texted Kimberly about these incidents, noting it is "super creepy," as Dean Loggans
9 was parked where he could watch June's house. Exhibit 4. Guardian also objected to Kimberly
10 recording her without her knowledge. Exhibit 4.

11 30. Guardian reports that it is eerie that each time she shows up at the Anaheim
12 House, almost without fail, Kimberly and/or Dean will miraculously show up within minutes,
13 seeming to indicate the house is being watched or monitored in some way that Guardian is not
14 aware of.

15 31. On January 5, 2022, while June, Guardian and Kimberly were at Bank of America
16 discussing June's bank accounts, Guardian observed Kimberly take her cell phone out of her
17 purse, press record on the video function, and slide the phone back into her purse. Guardian
18 stated she was not comfortable with Kimberly recording the conversation. The bank employee
19 they were meeting with, Marisol, stated recording was not okay. Kimberly ignored her.
20 Eventually, however, she removed the phone from her purse and stopped recording. Guardian
21 stated she believed Kimberly was probably still recording, possibly with another device, that
22 Guardian was not comfortable with that, and asked if the bank could ask Kimberly to leave her
23
24
25

1 bag somewhere else. Kimberly held up her phone, stated she was not recording, and then walked
2 away.

3 32. Although neither Guardian, nor her counsel is admitted to practice law in
4 California, upon information and belief, the California Penal Code, Part 1, Title 15, Chapter 1.5
5 governing Invasion of Privacy makes it a crime to audio or video record unless it is “for the
6 purpose of obtaining evidence reasonably believed to relate to the commission by another party
7 to the communication of the crime of extortion, kidnapping, bribery, any felony involving
8 violence against the person, including, but not limited to, human trafficking...”. Cal. Penal Code
9 § 630-638.55 . **Guardian has steadfastly objected and continues to object to Kimberly
10 and/or Dean constantly recording June and those near her.** Kimberly has not claimed, nor
11 could she reasonably claim, she is recording June or those near June to obtain evidence of one of
12 the crimes listed in the statute. Guardian suspects June may be the subject of video and audio
13 recording frequently at the hands of Kimberly and/or Dean or others they allow to record June.
14 Kimberly has expressed to Guardian in years past on more than one occasion her desire and
15 consideration of secretly recording people such as at places she has worked for the purpose of
16 writing a book or making a tell-all type documentary. **This is NOT in June’s best interest as
17 she has always remained an exceptionally private person and would only result in personal
18 gain for Kimberly and others at June’s expense.**

19
20 33. Guardian asks the Court to admonish the parties and interested persons and direct
21 that whereas June lacks the capacity to judge for herself when, where and how she may be
22 recorded, that all parties are to cease and desist from making any such recordings, and if any
23 have been made, except any such that have already been filed in this proceeding, to delete them
24 immediately.
25

1 34. Ultimately, because the bank realized the accounts were set up while June was
2 under a guardianship but that the guardianship was not disclosed by Kimberly, the bank is
3 refusing access to the accounts now, even to Guardian, without a further specific order, despite
4 Guardian showing her Letters of Guardianship to the bank. Furthermore, the bank cannot speak
5 to June as she is under guardianship. This leaves Kimberly as the only person to have access to
6 June's accounts.

7 35. To date, though it has been 30 days since the Court's order, Guardian still does
8 not have emails or PIN numbers associated with the bank accounts.

9 36. Kimberly claims to be a seasoned professional, took an oath to properly represent
10 the protected person and signed an acknowledgement of her duties. Her failure to disclose the
11 guardianship and properly set up guardianship accounts and relationships with medical providers
12 has caused, as is her modus operandi, a lot of extra effort, emotional, financial and medical
13 turmoil, and Kimberly should have to pay legal and other expenses her misconduct has caused
14 and continues to cause.

15 37. Moreover, upon information and belief, most or all of June's utilities, including
16 her phone and internet service, were set up under Kimberly and not June, making transition to
17 anyone else, not to mention transparency to the Court, much more difficult. As soon as Kimberly
18 was removed as guardian, she shut off internet access at June's Anaheim House, claiming it is
19 her own business. No internet makes it impossible to run June's "Ring" doorbell or access any
20 history that might show who has been visiting. Likewise, external security cameras are now non-
21 operational, and no video or audio history can be obtained. Kimberly often escapes personal
22 responsibility for her conduct. However, at this time, she should be held personally liable for the
23 expense her conduct is causing, including for Guardian being forced to file this lengthy
24
25

1 supplement and other filings to get Kimberly to help June by cooperating in the transition of
2 information. Guardian will provide an affidavit of fees with a *Brunzell* analysis when appropriate
3 and/or directed to do so.

4 38. Kimberly also created problems by placing June's mobile phone records under
5 Kimberly. Guardian has answered at least one phone call for June where the person calling,
6 curiously, asked for Dean. Guardian explained who she was and the caller, who sounded like an
7 adult male, seemed confused. The caller said repeatedly he has this down as Dean's number. The
8 caller asked if Guardian was Kimberly. Guardian said she was not. The caller said "tell Dean,
9 'you're running out of time'". Guardian has since called the number back and learned it belongs
10 to Dean's brother, Rex Loggans. Guardian is concerned about how anyone would have June's
11 number listed as Dean's contact. Guardian is very interested in reviewing call logs from June's
12 phone to learn who is trying to reach June, both to help June stay in touch with friends, and also
13 to protect June from people who may think her phone belongs to Dean. Guardian has asked
14 Kimberly for phone records. Kimberly has refused. Unfortunately, without Kim's cooperation,
15 these records are extremely difficult if not impossible to obtain at this time. It would hurt June
16 and would be a shame to have to obtain a new phone number for June for her safety, since
17 presumably, many friends and family who know June use her existing number. Kimberly should
18 be held personally responsible for any legal fees spent trying to access these records as she added
19 June's line to her personal line and used June's number as Dean's personal cell phone. Again,
20 Guardian will provide an affidavit of fees with a *Brunzell* analysis when appropriate and/or
21 directed to do so.
22

23 39. On the subject of isolation, neither Guardian, nor anyone else in June's family has
24 found any evidence of a landline being installed or existing at the Anaheim House. Neither of
25

1 Donna Simmons' daughters, Tiffany or Samantha, has seen a landline, much less one near June
2 that she could access. Kimberly testified repeatedly that such a line existed and that she
3 provided the number to all the family. However, when the number provided was called, a
4 recorded message stated that the number was not in service. Kimberly has not provided any
5 records of the landline or how it was being paid for.

6 40. Also, Guardian observed that Kimberly activated location tracking on June's
7 Apple Watch. **Exhibit 5** attached hereto and incorporated herein by reference is a photo of
8 June's Apple Watch showing Kimberly Jones set up location tracking.

9 41. On January 6, 2022, Kimberly again texted to Guardian that she recorded
10 Guardian. **Exhibit 6** attached hereto and incorporated by reference is a copy of the text message
11 Kimberly and Guardian exchanged. On that occasion, Guardian who has been staying some
12 nights at a hotel for her safety, brought June to the Anaheim House. Kimberly was not there.
13 When Guardian and June were leaving the neighborhood, they saw Kimberly arriving. Guardian
14 returned to the home so June could visit Kimberly. Guardian went back inside to see if
15 Kimberly wanted to visit with June, but Kimberly had gone to her room and locked the door
16 without speaking to anyone. Then, when June called Kimberly, Kimberly did not answer.
17 Kimberly responded later that Guardian was silly, and Kimberly had it all on audio tape.

18 42. The foregoing shows Kimberly is improperly recording June and Guardian,
19 attempting to track June's location, and Dean Loggans is continually parking in his Corvette near
20 the Anaheim House in such a way that he can watch the house. None of this is appropriate and
21 all of it is creating an unsafe, creepy, stressful environment for June. It is contrary to June's best
22 interest to remain in California. It is also having an extremely chilling effect on other family
23
24
25

1 members' desire to visit June under the current circumstances. Past altercations and issues
2 between Dean and the family are well-documented in this case.

3 **KIMBERLY JONES ACTED CONTRARY TO JUNE'S BEST INTERESTS WHILE**
4 **GUARDIAN, AND IS CONTINUING TO DO SO WHILE RESIDING IN JUNE'S HOME**

5 43. While she was guardian, Kimberly Jones established joint accounts with June at
6 Bank of America, rather than guardianship accounts, in violation of her duties as guardian. It is
7 good the Court has already appointed an investigator to investigate and report on June's and
8 Kimberly's finances.

9 44. While she was guardian, Kimberly failed to notify financial institutions that June
10 was a protected person and in fact Kimberly herself was the guardian.

11 45. While she was guardian, Kimberly placed all the utilities at the Anaheim house in
12 her own name, with no indication June was under guardianship, thereby making it extremely
13 difficult, especially without Kim's cooperation, to transition the accounts to anyone else, or for
14 the Court to obtain full transparency about expenditures.

15 46. While she was guardian, Kimberly failed to notify UCI and other medical
16 professionals that June was a protected person and Kimberly was her guardian.

17 47. Now, as June's former guardian, and despite court orders to the contrary, as
18 explained above, Kimberly is failing to provide needed information to Guardian, is recording
19 Guardian and June without their knowledge or permission, is attempting to track June, and Dean
20 Loggans is continually parking in his Corvette in locations where he can watch the Anaheim
21 House.
22

23 48. Under these circumstances, the Anaheim House is no place for June, or Guardian,
24 or any other person that would like to visit June.
25

1 **KIMBERLY JONES IS EXHIBITING ONGOING CONTEMPT FOR JUNE IN NOT**
2 **COMPLYING WITH THE ORDERS OF THIS COURT**

3 49. In the *Order from December 20, 2021 Hearing*, Kimberly Jones (“Kimberly”)
4 was ordered to provide all ordered information to Robyn via email on or before Monday,
5 December 27, 2021 at 5:00 pm. Kimberly did not follow the order of this Court. Instead, after
6 the Court-imposed deadline, Kimberly sent partial answers and incorrect information via email
7 to James Beckstrom, Esq., her attorney, and Maria Parra-Sandoval, Esq. from the Legal Aid
8 Center of Southern Nevada, only.

9 50. Information was not provided to Robyn, or Robyn’s Counsel until Wednesday,
10 December 29, 2021, contrary to the Court’s simple direction.

11 51. In the month that Robyn has been Guardian, she has made many phone calls to
12 doctor’s offices, utility companies, financial institutions, government agencies and other
13 institutions and/or individuals that are associated with June to obtain information regarding to
14 medical, financial and physical aspects of June’s care and well-being.

15 52. Guardian continues to receive misinformation, or complete refusal and silence
16 from Kimberly, the former guardian, as she works to make the transition.

17 53. Attached hereto as **Exhibit 7** is a breakdown of the items Kimberly was ordered
18 to provide by December 27, 2021 but has failed to do so.

19 54. Furthermore, Kimberly has failed to provide Robyn with critical information
20 regarding the remodel of the Anaheim House. This Court ordered that Kimberly could use
21 individuals qualified to make repairs on the home. Some of the repairs to the home have been in
22 place less than a year, but already need to be replaced. For example, the floor that was replaced a
23 little over seven months ago is already coming up in places and will need to be either corrected
24 or redone. Given the relatively short time from the installation of the flooring until now,
25

1 Guardian hopes there may be a warranty on the installation of the flooring that may fix the issues
2 without using any more of June's funds. Guardian has asked Kimberly for the information on
3 who installed the flooring many times, but has not received any information. If June continues to
4 live in the home, the flooring creates a potential tripping hazard and will need to be corrected or
5 replaced. If the home is to be rented or sold, the floor would need to be corrected or replaced.
6 Kimberly failing to give the Guardian needed information on the flooring may cost June's estate
7 thousands of dollars to pay to replace, rather than invoke a warranty to get the repairs done under
8 the original contract.

9 55. Guardian asks the Court to order Kimberly, again, to comply with the *Order from*
10 *December 20, 2021 Hearing* and to order Kimberly to pay attorney's fees and costs personally
11 for Guardian having to ask this Court to compel information that should have been turned over
12 already under the *Order from December 20, 2021 Hearing*. Providing the information and
13 documentation explicitly referenced in the Order as well as logically related or additional
14 information that becomes pertinent is both the ethical thing to do and the least that should be
15 expected of Kimberly who took an oath to serve as guardian, boasts an advanced degree in
16 geriatric care and who claims to have been involved in hundreds of similar cases in California
17 courts.
18

19 **ATTORNEY'S FEES AND COSTS**

20 56. Guardian requests that fees for being forced to bring the *Petition to Relocate*
21 *Protected Person to Nevada* and this *Supplement* be assessed to Kimberly to the extent the Court
22 finds her responsible for delays and misconduct.

23 57. Kimberly Jones believed and still believes she can engage in misconduct and be
24 passive aggressive with no cost to her, despite orders of this Court. This Court should order
25

1 Kimberly Jones to pay Guardian's attorney's fees and costs for having to request in this
2 *Supplement* again, that this Court admonish Kimberly Jones to provide information, documents,
3 etc. as previously ordered in the *Order from December 10, 2021 Hearing*.

4 **A. Law – Attorney's Fees and Costs**

5 58. NRS 18.010 establishes as follows:

6 **NRS 18.010 Award of attorney's fees.**

7 1. The compensation of an attorney and counselor for his or her services is
governed by agreement, express or implied, which is not restrained by law.

8 2. In addition to the cases where an allowance is authorized by specific
statute, the court may make an allowance of attorney's fees to a prevailing party:

9 (a) When the prevailing party has not recovered more than \$20,000; or

10 (b) Without regard to the recovery sought, when the court finds that the
claim, counterclaim, cross-claim or third-party complaint or defense of the
opposing party was brought or maintained without reasonable ground or to harass
the prevailing party. The court shall liberally construe the provisions of this
11 paragraph in favor of awarding attorney's fees in all appropriate situations. It is
the intent of the Legislature that the court award attorney's fees pursuant to this
12 paragraph and impose sanctions pursuant to Rule 11 of the Nevada Rules of Civil
Procedure in all appropriate situations to punish for and deter frivolous or
13 vexatious claims and defenses because such claims and defenses overburden
limited judicial resources, hinder the timely resolution of meritorious claims and
14 increase the costs of engaging in business and providing professional services to
the public.

15 3. In awarding attorney's fees, the court may pronounce its decision on the
fees at the conclusion of the trial or special proceeding without written motion
and with or without presentation of additional evidence.

16 4. Subsections 2 and 3 do not apply to any action arising out of a written
instrument or agreement which entitles the prevailing party to an award of
reasonable attorney's fees.

17 [1911 CPA § 434; A 1951, 59] — (NRS A 1957, 129; 1967, 1254; 1969,
18 435, 667; 1971, 165, 802; 1975, 309; 1977, 774; 1985, 327; 1999, 903; 2003,
19 3478)
20

21 59. NRS 18.020 establishes as follows:

22 **NRS 18.020 Cases in which costs allowed prevailing party.** Costs must
be allowed of course to the prevailing party against any adverse party against
whom judgment is rendered, in the following cases:

23 1. In an action for the recovery of real property or a possessory right thereto.

24 2. In an action to recover the possession of personal property, where the
value of the property amounts to more than \$2,500. The value must be determined
25 by the jury, court or master by whom the action is tried.

1 3. In an action for the recovery of money or damages, where the plaintiff
seeks to recover more than \$2,500.

2 4. In a special proceeding, except a special proceeding conducted pursuant
to NRS 306.040.

3 **B. Analysis and Conclusion – Attorney’s Fees and Costs**

4 60. Under NRS 18.010(2)(a), Guardian’s payment of attorney’s fees as the prevailing
5 party is available, and should be ordered, if Guardian recovers less than \$20,000.00 for the
6 guardianship estate.

7 61. Under NRS 18.010(2)(b), the Court should order Kimberly Jones to pay
8 Guardian’s attorney’s fees without regard to the recovery sought, given that this Court is able to
9 find that Kimberly or any other party who opposes the relocation has brought and maintained
10 opposition to the relocation of June and ignored the requirements of this Court’s order without
11 reasonable grounds, or to harass Guardian. This Court can find that Kimberly Jones has no good
12 reason for failing to provide required information. This is especially true given that NRS 18.010
13 is written such that the Court is required to liberally construe it in favor of awarding attorney’s
14 fees in this, an appropriate situation for same. NRS 18.010 explains further that the Legislature
15 intends the Court to award attorney’s fees pursuant to NRS 18.010(2)(b) in this appropriate
16 situation to punish for and deter frivolous or vexatious claims and defenses because such claims
17 and defenses overburden limited judicial resources, hinder the timely resolution and meritorious
18 claims and increase the costs of engaging in business and providing professional services to the
19 public.
20

21 62. Under NRS 18.020, upon becoming the prevailing party, Guardian’s costs should
22 also be allowed in this action.
23

24 63. Guardian will provide an affidavit of fees with a *Brunzell* analysis when
25 appropriate and/or directed to do so.

RELIEF REQUESTED

WHEREFORE, based upon the foregoing, Successor Guardian Robyn Friedman, and Interested Party, Donna Simmons, request:

1. That this Court grant the relief requested in *Petition to Relocate the Protected Person to Nevada* and authorize Robyn to relocate Ms. Jones from her residence located at 1054 S. Verde Street, Anaheim, California to Robyn's home located at 1315 Enchanted River Drive, Henderson, Nevada 89012.

2. That to protect Ms. Jones, this Court enter an Order in this case that no person is to record the Protected Person without this Court's permission.

3. That this Court admonish Kimberly Jones to provide the information required of her in the *Order from December 10, 2021 Hearing* and as outlined in the updated information in this Supplement.

4. That inasmuch as the *Petition to Relocate the Protected Person to Nevada* and this *Supplement* are opposed with arguments brought or maintained without reasonable ground or to harass, that the party bringing such arguments be ordered to pay Guardian's attorney's fees and costs.

5. That this Court order Kimberly Jones to pay Guardian's attorney's fees and costs for having to request in this *Supplement* that Kimberly Jones provide information this Court already required of her in the *Order from December 10, 2021* hearing.

6. That this Court order Kimberly Jones to pay \$2,280 to Guardian as repayment of the out-of-pocket expense Guardian incurred to hire the locksmith to access the garage and rekey the locked doors that Kimberly claimed she did not have the keys to unlock.

//

7. That this Court grant such other and further relief as it deems necessary and proper.

DATED this 8th day of January 2022.

MICHAELSON LAW

/s/ John P. Michaelson
John P. Michaelson, Esq.
Nevada Bar No. 7822
Ammon E. Francom, Esq.
Nevada Bar No. 14196
*Counsel for Robyn Friedman, Guardian,
and Donna Simmons, Interested Party*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

VERIFICATION

Robyn Friedman, being first duly sworn, under penalty of perjury, hereby deposes and says: that she is Guardian in the Supplement above; that she has read the foregoing *Supplement to Petition to Relocate the Protected Person to Nevada* 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.

/s/ Robyn Friedman
ROBYN FRIEDMAN

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and NEFCR 9 the undersigned hereby certifies that on January 8, 2022, a copy of the *Supplement to Petition to Relocate the Protected Person to Nevada* was e-served to the following individuals and/or entities at the following addresses:

Scott Simmons scott@technocoatings.com	Robyn Friedman vgsfun@hotmail.com <i>Guardian</i>
Perry Friedman friedman@cs.stanford.edu	Donna Simmons donnamsimmons@hotmail.com
Jeffrey R. Sylvester, Esq. jeff@sylvesterpolednak.com Kelly L. Easton kellye@sylvesterpolednak.com <i>Co-Counsel for Guardian, Robyn Friedman, and Interested Party, Donna Simmons</i>	Maria L. Parra-Sandoval, Esq. Legal Aid Center of Southern Nevada mparra@lacs.org <i>Attorney for Kathleen June Jones</i> Rosie Najera rnajera@lacs.org <i>Assistant to Attorney for Kathleen June Jones</i>
Elizabeth Brickfield DAWSON & LORDAHL PLLC ebrickfield@dlnevadalaw.com Melissa R. Douglas mdouglas@dlnevadalaw.com <i>Guardian Ad Litem for Kathleen June Jones</i>	Geraldine Tomich, Esq. gtomich@maclaw.com Kimberly Jones c/o James Beckstrom, Esq. jbeckstrom@maclaw.com Deana DePry ddepry@maclaw.com Kellie Piet kpiet@maclaw.com <i>Attorneys for Kimberly Jones</i>
Monica L. Gillins mlg@johnsonlegal.com	Kate McCloskey NVGCO@nvcourts.nv.gov
David C. Johnson	LaChasity Carroll

dcj@johnsonlegal.com	icarrol@nvcourts.nv.gov Sonja Jones sjones@nvcourts.nv.gov
Cameron Simmons Cameronnnscottt@yahoo.com	

Pursuant to NRCP 5(b) and NEFCR 9 the undersigned hereby certifies that on January 10, 2022, a copy of the *Supplement to Petition to Relocate the Protected Person to Nevada* will be mailed by regular US first class mail, postage prepaid, in a sealed envelope in Henderson, Nevada to the following individuals and/or entities at the following addresses:

Kathleen June Jones 1054 S. Verde Street Anaheim, CA 92805 <i>Protected Person</i>	Courtney Simmons 765 Kimbark Avenue San Bernardino, CA 92407
Teri Butler 586 N. Magdalena Street Dewey, AZ 86327	Ampersand Man 1315 Enchanted River Drive Henderson, Nevada 89012
Jen Adamo 14 Edgewater Drive Magnolia, DE 19962	Jon Criss 804 Harkness Lane, Unit 3 Redondo Beach, CA 90278
Ryan O'Neal 112 Malvern Avenue, Apt. E Fullerton, CA 92832	Tiffany O'Neal 177 N. Singing Wood Street, Unit 13 Orange, CA 92869

MICHAELSON LAW

/s/ Heather Ranck
Employee of Michaelson Law

EXHIBIT 1

11:08

NEVADA
WebIZ
PUBLIC PORTAL

HOME | HELP | DOWNLOAD FULL RECORD | DOWNLOAD COVID-19 RECORD


JONES, KATHLEEN

DATE OF BIRTH: 01/20/1937 AGE: 84 years 10 months 11 days
GENDER: Female

| = Invalid Dose ⊗ = Dose determined invalid by provider

Dose #	Vaccine	Date Given MM/DD/YYYY	Age at Time of Vaccination
COVID-19			
1	COVID-19 mRNA (MOD)	01/19/2021	83 years 11 months 30 days
2	COVID-19 mRNA (MOD)	02/16/2021	84 years 0 months 27 days

The immunization records on this page may contain acronyms and abbreviations. For a detailed list of the acronyms and abbreviations, as well as their meanings, please refer to the CDC's (Centers for Disease Control) vaccine acronyms and abbreviations guide: <https://www.cdc.gov/vaccines/terms/vacc-abbrev.html>



Version 21.10.0.0 Copyright © 2001-2021 Envision Technology Partners Inc.

COVID-19 Vaccination Record Card

Please keep this record card, which includes medical information about the vaccines you have received.

Por favor, guarde esta tarjeta de registro, que incluye información médica sobre las vacunas que ha recibido.



Jones June

Last Name

First Name

MI

1-20-37

Date of birth

Patient number (medical record or IIS record number)

Vaccine	Product Name/Manufacturer Lot Number	Date	Healthcare Professional or Clinic Site
1 st Dose COVID-19	<i>/</i>	<i>/</i> mm dd yy	
2 nd Dose COVID-19	<i>/</i>	<i>/</i> mm dd yy	
<i>Booster</i>	MODERNA	<i>12-8-21</i>	Savon 0194
Other	048F21A		

EXHIBIT 2

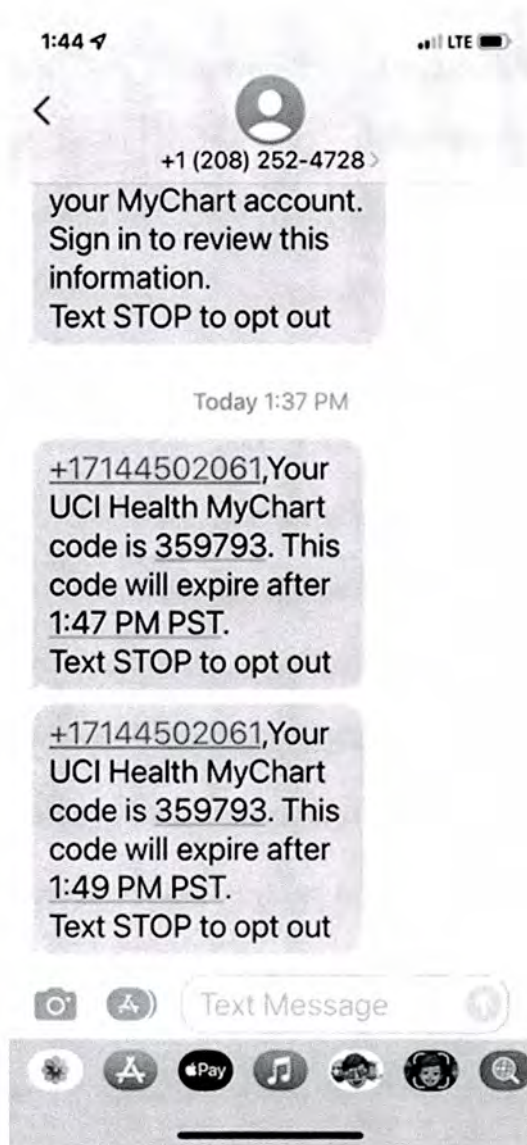
From: Robyn Friedman <vgsfun@hotmail.com>
Sent: Thursday, January 6, 2022 1:57 PM
To: Kimberly Jones <flyonthewall2you@gmail.com>
Subject: Re: Verification code

Yes, because you refuse to give us ALL of the information for this chart and we can't get into it without you at records at UCI yesterday. What is the email associated with moms UCI chart. One more verification code is being sent. Please send it.

From: Kimberly Jones <flyonthewall2you@gmail.com>
Sent: Thursday, January 6, 2022 1:46 PM
To: Robyn Friedman <vgsfun@hotmail.com>
Subject: Verification code

Robyn,

I just received the verification codes below



1:45

LTE

< All Inboxes



Do-Not-Reply... 1:40 PM

To: Kimberly Jones >

UCI Health MyChart Verification Code

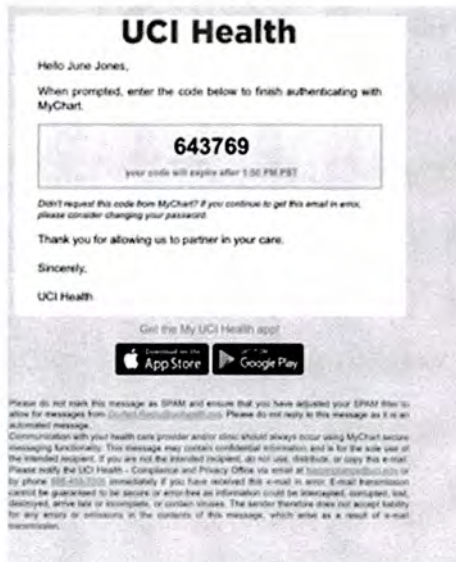
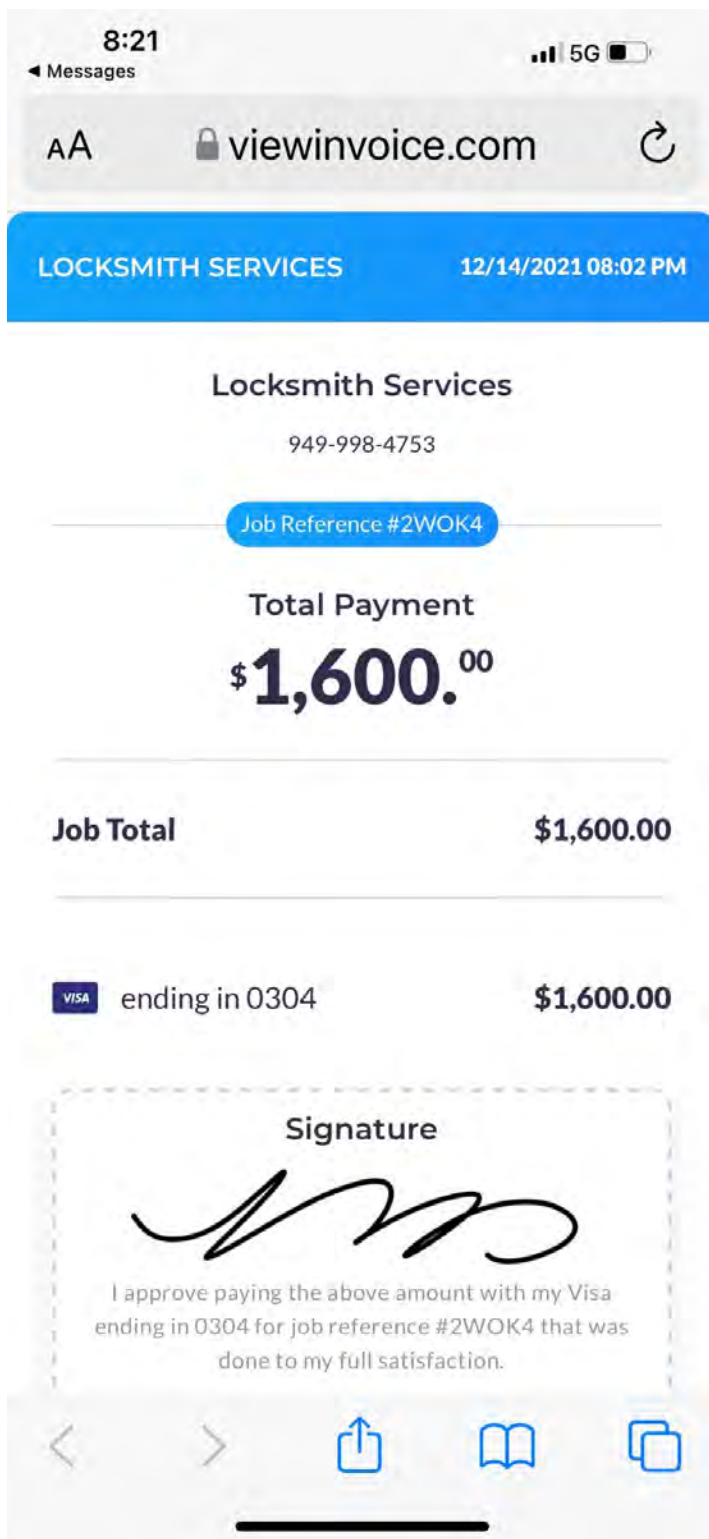


EXHIBIT 3



viewinvoice.com

Locksmith Services

949-998-4753

Job Reference #2WL26

Total Payment

\$255.⁰⁰


Job Total

\$255.00

Service Location

1054 S Verde St, Anaheim, CA 92805, USA



 ending in 0304

\$255.00

Signature

A stylized, handwritten signature in black ink, consisting of a large, sweeping 'Z' or 'S' shape followed by a horizontal line.

viewinvoice.com

Locksmith Services

949-998-4753

Job Reference #2WL26

Total Payment

\$255.⁰⁰

Job Total

\$255.00

Service Location

1054 S Verde St, Anaheim, CA 92805, USA



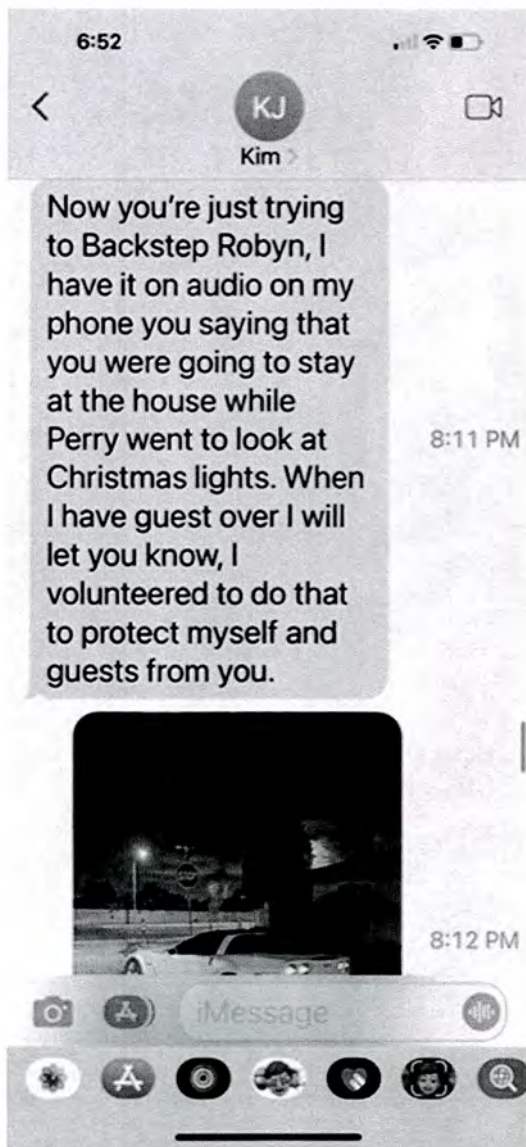
ending in 0304

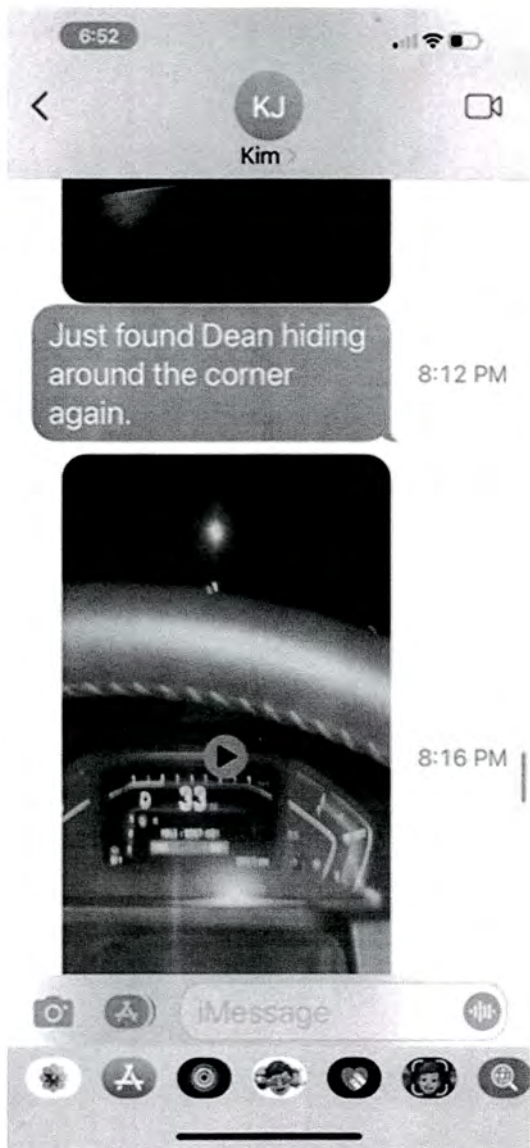
\$255.00

Signature

A stylized, handwritten signature in black ink, appearing to be 'Z. [unclear]', written within a dashed rectangular box.

EXHIBIT 4





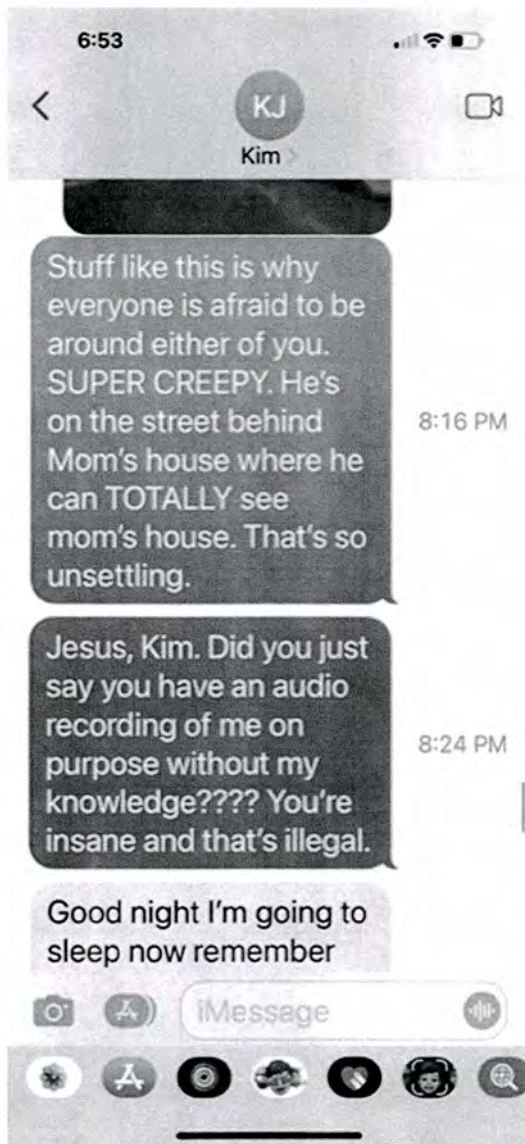


EXHIBIT 5



EXHIBIT 6

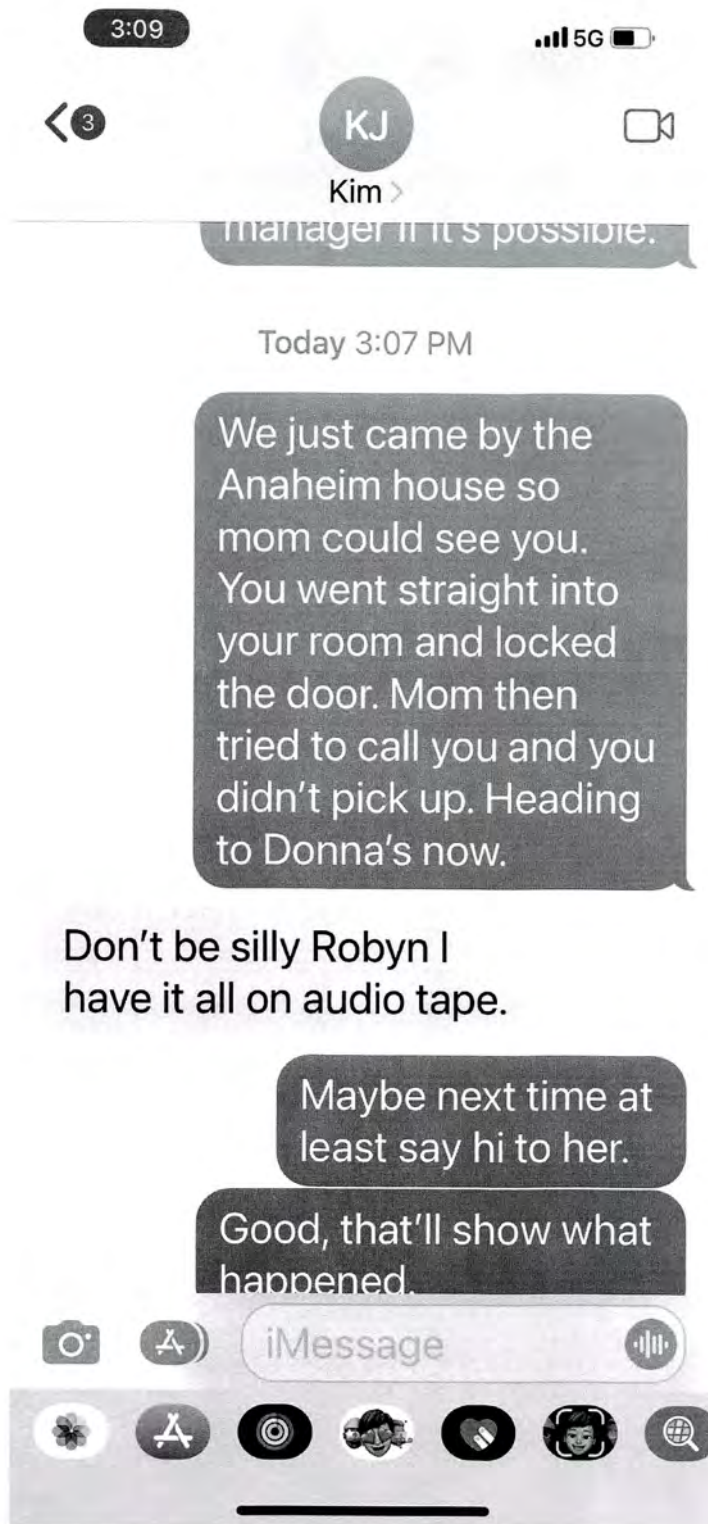


EXHIBIT 7

**ITEMS KIMBERLY WAS TO PROVIDE PURSUANT TO COURT ORDER
AND DID NOT**

2. Did Not Complete - doctors missing: gastroenterologist, ENT, gynecologist, dentist

4. Lied - Did not list what the medications were given for causing great stress, time and some money to refill prescriptions

6./7. Lied - said there were no caregivers for my mom. We didn't just ask for them at the present. We know they exist per court documents KIM filed. Who are they, what company, what rate of pay, when did they work, phone numbers and emails, contracts for tax filing? Kim also said in court documents she had set up services with another company for my mom. Who are they, phone address, account number, service rep. and all other information. She provided vague information about this in court record so she can't say there aren't/weren't any.

9. Did Not Complete = No passwords, associated emails or other required information given.

10. Lied - Only provided one single key that ONLY worked for the front door. All other keys (upwards of 5) were not given even though they were newly installed after Scott moved out. We were told there were ZERO keys for the garage door, yet somehow, they very next morning, Dean was found in the very same garage that had no key and was currently locked by a locksmith after they were called to the home. This was an approximate \$2000 expense.

11. Did Not Complete - Utilities were in Kim's name instead of June's name. Even though, Kim provided no account information and did not provide the landscapers phone number and he is not listed as business on the internet and also no rate of pay or services he provides.

12. Did Not Complete - didn't provide password or any other identifying information for this account and did not provide the most recent statement which we have since come to find out, the insurance is being cancelled later this month because the roof of the home is being visibly neglected.

13. Did Not Complete - Kim's actions have resulted in June and Robyn being effectively locked out of some the accounts with Kim remaining as the only one with access to Junes funds (Bank of America) because it wasn't informed properly, per their rules, that this had become a guardianship with a protected person with a capacity change. One account was set up recently and was not a guardianship account. The bank PINS still have not been provided and neither have the credit card pins. None were informed there was a change in capacity or guardianship properly.

14. Lied - My mom has more than 14 people that she stays in contact with. Some of them send Christmas cards each year and their addresses and names and who they are would be nice for my mom. While her circle is small it is NOT 3 people. To assist with this, if Kim insists that there are only 3 people, we would like access to my mom's phone records, that Kim had on her personal account, instead of my mom's own account.

1 15. Did Not Complete - Or even try to provide a list of foods beyond that she doesn't like
2 vegetables. Yet she has commented since then that Weinerschnitzel is her favorite, and that she
3 loves Costco chicken directly to my mom. Kim has a recording of one of these taken of the
4 Costco chicken conversation in the UCI cardio waiting room. It's abhorrent that Kim wouldn't
5 even try to do this to make life better for my mom as my mom does not generally have the
6 capacity or recall to tell you what she wants to eat or likes regularly and then relies solely on
7 suggestions to be made. My mom didn't need to suffer this disruption to her nutrition when it
8 could have taken 20 seconds for Kim to make a list. She has been the person exclusively feeding
9 her for years. This, singularly, in my opinion, shows why Kim is a danger to my mom. She
10 would rather my mom suffer than give simple information that doesn't cost Kim a penny.

11 16. Did Not Complete - Did not provide the general size even of the disposable underwear
12 resulting in multiple packs of \$30 plus underwear needing to be purchased and tried out. Did not
13 provide toothpaste she uses or deodorant or shampoo or soap, all causing a change for my mom
14 as she can't tell you what products she has used and liked.

15 17. Did Not Complete and Lied: Did not provide my mom's bra size or shoe size, resulting in
16 shoes and bras being purchased at additional expense until the proper size was found. Provided
17 inaccurate sizing for my mom's shirt (she's a large, never an XL, she has a petite frame and the
18 sleeves would cover her entire hand in an XL), and there weren't a single pair of pants in an 18-
19 20 (standard xxl) nor were ANY pants beyond one pair of XL produced upon request, zero pants
20 in her closet in December, just shorts. This disappearing wardrobe phenomenon occurred prior
21 when Kim was the guardian and we were made temporary guardians. My mom had more than
22 one pair of pants and two pair of pajamas. Period. Again, this is just cruelty to my mom and lack
23 of effort along with taking or disposing of my mom's property.

24 19. Did Not Complete - mentions bingo that's a senior center but refuses to say or list which one
25 when directly asked in order to continue something June enjoys. Again, this information would
26 cost Kim NOTHING, she has just refused to give the information to play games and satisfy her
27 own needs.

28 21. Did Not Complete - Multiple doctors and dentist missing

29 25. Lied - There were past safety deposit boxes mentioned in court records. Donna and was
30 involved and spoke with Kim as Kim attempted to access safety deposit boxes in CA and was
31 denied. What banks were these at and ALL records to verify should be provided.

32 26. CONCERNING - The mortgage was not informed that there was a lack of capacity OR a
33 guardianship and we believe the refinance was signed ONLY by the protected person without the
34 guardian's signature which quite possibly is about to result in the mortgage being called due
35 under false pretense of the loan being made. Kim was well aware that she, alone, should be
36 signing and that the bank should be made aware of the guardianship and incapacity of the client.
37 This may result in an immediate \$157,000 plus demand from June that she can't pay without
38 selling the home. It's absurd and possibly illegal to have done what Kim allowed while she was
39 the guardian. The current guardian will not be involved with this deception upon a financial
40 institution.

1 26. B - CONCERNING - Incomplete or Inaccurate Information - we have reason to believe
2 after seeing the phone and the case that the phone that Dean represented to the police as his that
3 was found recording and that Kim then represented as one she had and left in the cabinet to be
4 June's old phone. That it was not "exchanged" for the Apple watch, but rather was taken and if
5 any phone was exchanged it was not June's. Furthermore - the phone number was added to Kim
6 (or Dean's) personal cell phone account versus being handled properly and retained as June's
7 sole account. This has caused a complete lack of access needed for June's phone records, which
8 are needed to determine if June's phone number has been recently used in activity for Dean.
9 People have called June's phone asking for Dean or expecting him to answer when called from
10 June's number - including his brother, Rex Loggans. WHY? is Dean in any way connected to
11 June's cell phone number or Apple Watch. Exceptionally concerning given the suspicion of
12 illegal theft activities occurring previously at the Anaheim house on behalf of neighbors and
13 family due to suspicious activity while there was a renter there and with Dean there. Kim will not
14 answer these questions when asked and will not provide access to the phone records. If this has
15 to be done through a court order, Kim, personally, should have to pay the legal costs associated
16 as she could easily provide access and NEVER should of added June to someone else's account
17 when June is completely capable financially and otherwise of retaining her own account. Finally
18 - the pin and information given for the number to be transferred did not work and the store
19 employee had to call Kim directly to get the release. IF the phone number needs to be changed
20 because of other people using her number for who knows what communication, this will cause a
21 complete loss of contact with people that have had my mom's number for many many years.
22 Especially considering Kim will only provide information for 3 people my mom has known.

23 26. C. CONCERNING - Did Not Complete - PIN numbers to access the accounts NEVER
24 given. Accounts not operating as guardianship accounts as properly required, including for
25 transfers of tens of thousands of dollars. June currently locked out completely of these funds.
The financial cost of this knowing neglect to act properly as the guardian in regards to June's
finances has yet to be determined but has already been costly legally. This burden should be
borne solely by the person causing it, Kim. Legal Aid should also have great concern over these
financial issues and inappropriateness and act on June's behalf to rectify and recoup any losses to
June through legal costs and not having access to her own assets. Every last penny of her liquid
assets. Effectively leaving June penniless in liquidity.

26 List of times Kimberly should have but states she does not:

- 27 1. Social security card
- 28 2. Insurance cards
- 29 3. Birth certificate
- 30 4. Passport
- 31 5. Medicaid card
- 32 6. Handicap Placard

33 Further items needed:

- 34 1. Pins for Citibank and Wells Fargo
- 35 2. FULL and continued access to Bank of America accounts
- 36 3. Veterinary information, including chips, shots, etc.
- 37 4. Pet food brand/type

5. June's original vaccine cards
6. Ophthalmologists information for Nevada and/or California
7. Dermatologist information for Nevada and/or California
8. Hearing doctor information for Nevada and/or California
9. Hearing aids
10. Records, receipts, contracts, warranties, paint colors, contact information for any person and/or contractor that had anything to do with the remodel of the Anaheim House
11. Refinance company and information
12. Key to the master bedroom
13. Email account associated with Apple Watch
14. Care providers contact information, contracts, rate of pay – Kimberly said in court records there were at least two
15. Contact and account information she mentioned in court documents about setting up care or communication for June
16. UCI portal all information including email and password
17. \$2,500 in emergency funds
18. All funds transferred, including the extra mortgage payment
19. Any mail or personal effects like her phone book
20. Humana password – email
21. Medicare passwords – email
22. State Farm passwords – email
23. OC Register account and passwords
24. Farmers Ins. (house) password – email
25. Cards for Bank of America accounts were not given, only given password for one - need emails and passwords for both online
26. All June's clothing
27. June's Tax returns during the years Kimberly was Guardian
28. Any and all mail, including but not limited to financial statements, legal documents and insurance information mailed to the Anaheim house for the last month.
29. List of outstanding bills that need to be paid.
30. Phone records for the time Kimberly was Guardian
31. Internet or cable account that currently exists, or was previously used, at the Anaheim House