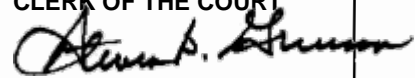


EXHIBIT “A”



1 ANTHONY L. BARNEY, ESQ.
NV State Bar No. 8366
2 TIFFANY S. BARNEY, ESQ.
NV State Bar No. 9754
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9 *Prior Attorneys for Nancy Christian,
Creditors of The Christian Family Trust*

10 **EIGHTH JUDICIAL DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 In the Matter of the

Case Number: P-17-092512-T

13 THE CHRISTIAN FAMILY TRUST

Dept.: S

14 Dated October 11, 2016

15 **PETITION FOR FEES AND COSTS**

16
17 Anthony L. Barney, Ltd., creditor of The Christian Family Trust dated October 11, 2016
18 (“Trust”), who were the attorneys for the late Nancy Christian (“Nancy” or “Trustor”), hereby
19 files their petition for fees and costs pursuant to the terms of the Trust. This Petition is based
20 upon the pleadings and papers on file herein, the memorandum of points and authorities and
21 exhibits attached hereto, and any oral arguments presented at the time of the hearing.
22

23 Dated this 8th day of February 2018.

24 RESPECTFULLY SUBMITTED.



25 TIFFANY S. BARNEY, ESQ.
26 3317 W. Charleston Blvd., Suite B
27 Las Vegas, Nevada 89102-1835
28 Telephone: (702) 438-7878
office@anthonybarney.com
Creditors of The Christian Family Trust

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MEMORANDUM OF POINTS AND AUTHORITIES

I. Facts Presented:

A. Nancy's legitimate requests and intentions as Trustor of the Christian Family Trust.

In February 2017, Nancy Christian came to the law office of Anthony L. Barney, Ltd., regarding some issues she was having with her children, Susan Christian-Payne ("Susan"), Raymond Christian, Jr. ("Raymond Jr."), and Rosemary Keach ("Rosemary") (collectively referred to as the "Former Trustees"), who essentially forced their way back into Nancy and her husband's life in 2016 after being estranged from Nancy and her husband, Raymond T. Christian ("Raymond Sr.") for several years. The Former Trustees began keeping watch over Raymond Sr. and Nancy and their finances. Shortly thereafter in October 2016, they caused the Trust to be drafted without review by Nancy of any drafts prior to its execution. By their own admission, they sat at the table and negotiated the terms of the Trust on behalf of the Trustors, Nancy and Raymond Sr.¹ Then, the Former Trustees began their scheme to keep Nancy away from her own money.

Immediately after execution of the Trust, the Former Trustees started moving money from the Trustor's bank accounts, selling and buying properties, changing beneficiary designations to themselves on retirement accounts, and taking lavish vacations to California with trust funds to the exclusion of Nancy. From the time the Trust was executed in October 2016 until her passing in December 2017, Nancy Christian did not receive even one penny from the Trust.

¹ See Video Transcript of October 19, 2017 hearing at 2:33 p.m.

1 The Former Trustees' mistreatment of Nancy escalated after the Trust was created. The
2 following facts have all been verified by Nancy Christian before her passing in her Joint
3 Objection and Joint Counterpetition filed on November 13, 2017 with this Court. Two
4 disinterested witnesses at the time also came forward to verify Nancy's version of the events
5 that occurred in the treatment she received by the Former Trustees and how she was thrown out
6 of her own home by Raymond Christian, Jr.² For example, on one occasion, Nancy was
7 suffering from chest pains and she attempted to call 911. One of the Former Trustees snatched
8 the phone out of her hand, yelled at Nancy, and gave Nancy a pill that made her sleep all day.
9 Under the guard of the Former Trustees, Nancy's prescription medication for diabetes, heart
10 problems, and high blood pressure went unfilled for two months.
11

12 In a drunken rage, the Former Trustees kicked Nancy out of the home on Christmas Eve
13 because Nancy, being diabetic, refused to eat the pasta ordered by the Former Trustees for her.
14 Raymond Sr., eventually persuaded the Former Trustees to let Nancy return to be with him.
15 However, again on January 16, 2017 the Former Trustees kicked Nancy out of the home
16 because she requested oatmeal for breakfast instead of the unhealthy food the Former Trustees
17 were forcing on her. While throwing Nancy and her belongings out of the home, Raymond Jr.
18 told Nancy, "I hope I never see your face again! I hope you die and I will piss on your grave."
19 Raymond Jr. moved into the trust-owned property and would not leave until Nancy filed a
20 Justice Court action to obtain possession of the Trust owned property.³ Their actions were
21 against the terms of the Trust as discussed further below.
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28 ² See Declaration of Jackie Utkin and Raymond Iokia attached as Exhibit A and B to the Joint Objection and Joint Counterpetition filed on November 13, 2017.

³ See Justice Court Case # 17C-023096.

1 Shortly before Raymond Sr.'s death on January 31, 2017, the Former Trustees guarded
2 Raymond in shifts and communication from outside friends and family was halted. According
3 to the information Nancy was provided by Raymond Sr., the Former Trustees fed Raymond Sr.
4 junk food continuously, against doctor's orders, especially considering he was a diabetic. The
5 Former Trustees also attempted to prevent Nancy from ever seeing or speaking to Raymond Sr.
6 again. However, on one occasion about a week prior to Raymond Sr.'s death, Nancy was able
7 to speak to him by phone because a hospice nurse allowed him to call her. During this phone
8 call, Raymond Sr. expressed his fear of the Former Trustees and indicated that his bank account
9 had been emptied. Nancy told Raymond Sr. to leave and move in with her to her condo,
10 however, Nancy could hear the Former Trustees enter the room and the phone was abruptly
11 hung up. This telephone call was the last contact Nancy had with her husband before he passed
12 away. The Former Trustees informed Nancy by text message that Raymond passed away and
13 they did not include Nancy in any funeral arrangements for Raymond Sr.
14

15
16 After Nancy recovered from the effects of the mental, physical, and emotional abuse she
17 suffered at the hands of the Former Trustees, she retained Anthony L. Barney, Ltd., to
18 investigate the matter and work on a solution in February 2017. When Nancy's request for
19 distributions was ignored, Nancy exercised her right to change her trustees to enable her to
20 obtain the funds that she needed for her Trust. Not only did the Former Trustees fail to provide
21 Nancy with any distributions from the Trust, but they removed the trust funds from a Trust
22 account to their attorney's IOLTA account, to prevent the new trustee from being able to access
23 the funds on behalf of Nancy. The Former Trustees desired to increase their beneficial interest
24 at the death of Nancy (without having provided her with any distributions from her own Trust),
25 violating their fiduciary duty of loyalty to the Trust and Trustor.
26
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1 Again, until her death, the Former Trustees did not provide Nancy with even a penny of
2 the trust funds, although the purpose of the Trust was to provide for the Trustors (which
3 included Nancy), maintain them or the Survivor of them in their trust-owned property and,
4 additionally, after the death of one of them, the Trust was also to provide for the Survivor's
5 health, education, maintenance and support.⁴ No health, education, maintenance and support
6 was provided to Nancy by the Former Trustees from the time the Trust was created until her
7 death. The Former Trustees actively prevented the Successor Trustee from being able to further
8 the terms of the Trust by wrongfully withdrawing Trust funds without authority and placing it
9 into their attorney's IOLTA account without court authority. The Court froze the money so that
10 Nancy could not have access to it during her life and she eventually died in a two-bedroom
11 condo barely making ends meet in the inner city rather than her large, spacious home in
12 Summerlin.
13

14
15 Unlike the Former Trustees misrepresentations, the 600-square foot condo has a
16 mortgage on it and is certainly not the same custom and style to which the Trustors were
17 accustomed during their lifetime as required by the Trust.⁵ Nancy had monthly expenses
18 beyond basic needs, including medical expenses for her heart condition, diabetes, and high
19 blood pressure. Furthermore, Nancy was forced to hire an attorney to protect her from the
20 malicious behavior of the Former Trustees.
21
22

23 Notably, the Former Trustees did not have discretion to throw Nancy out of the Trust-
24 owned property or force her to live in a two-bedroom condo until she died. The Trust provided
25 the following:
26
27

28 ⁴ See Sections 3.1 and 4.3 of the Trust attached hereto and incorporated herein as Exhibit 1.

⁵ See Section 3.1 of Exhibit 1 and Picture of Nancy's condo v. the Trust-owned residence which is attached hereto and incorporated herein as Exhibit 2.

1 **4.4 Use of Residence.** Until the Survivor's death, the Trustee shall allow the
2 Survivor to occupy and use any residence used by either or both Trustors as a
3 residence at the time of the Decedent's death. The Trustee shall, at the direction of
4 the Survivor, sell any such residence, and if the Survivor so directs, use the
5 proceeds therefrom to purchase or build another residence for the Survivor. The
6 Survivor shall not be required to pay rent or account for the use of any residence.⁶

7 Because of the Former Trustees actions, Nancy's finances were tied up in this Court and frozen,
8 which did not allow Nancy access to her funds in the Trust to enjoy her remaining months of
9 life.

10 Before Nancy's death, the Former Trustees requested that they receive distributions
11 under the Trust, when there is no distribution authorized under the terms of the Trust to any
12 person other than Nancy until after her death.⁷ This was further proof of their breach of the duty
13 of loyalty to the Trust. Simply put, the Former Trustees did not intent to provide Nancy with
14 any of her money, which was a violation of their duty of loyalty and, frankly, inhumane to their
15 own mother.

16 During the court hearing before the honorable Judge Vincent Ochoa, Mr. Payne
17 represented that his clients "sat at the table and negotiated the terms of the Trust."⁸ Therefore, it
18 is clear that the three Former Trustees are subject to the presumption of undue influence by
19 dictating the Trust terms. Furthermore, Nancy's understanding of the Trust was vastly different
20 than how the Trust terms that were eventually effectuated through the Former Clients
21 negotiations with the trust attorney. Because of the Former Trustees sole interest in obtaining
22 the Trust funds and did not care how they did it, their conduct detrimentally affected Nancy
23 until she passed away. Nancy's actions were to further the intent of the Trust, but she was,

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27 ⁶ See Exhibit 1 with relevant excerpts of the Trust.

28 ⁷ See Exhibit 1, Section 6.1 of the Trust which the Former Trustees have alleged authorizes their requested
distribution to themselves, indicating that distributions be made "[u]pon the death of both Trustors."

⁸ See Video Transcript of October 19, 2017 hearing at 2:33 p.m.

1 unfortunately, prevented from enjoying Trust funds because of the Former Trustees' breaches of
2 fiduciary duty to her.

3 *B. Anthony L. Barney, Ltd.'s work on Nancy's behalf to further the intent of the Trust*

4
5 The law office of Anthony L. Barney, Ltd., was retained to obtain Nancy's help in
6 getting her a home and a life in which she had grown accustomed to living. Based upon the
7 Former Trustees' abusive treatment, Nancy chose to exercise her rights under the Trust to
8 change Trustees pursuant to Article 9.3, which gives her this absolute power.⁹ Anthony L.
9 Barney, Ltd., drafted the Modification and Designation of Trustee and Successor Trustee in
10 accordance with Nancy's request.¹⁰ Nancy's action to replace the Former Trustees was then
11 reviewed by an independent attorney, Sean Tanko, Esq., who also serves as the Probate
12 Commissioner Pro Tem. Mr. Tanko provided a certificate of independent review pursuant to
13 NRS 155.0975 wherein he certified that the action was not the product of fraud, duress, or
14 undue influence.¹¹ This written instrument replacing the Former was provided to the Former
15 Trustees on June 13, 2017.¹²

16
17
18 At that point, Anthony L. Barney, Ltd., was in contact with retained counsel for the
19 Former Trustees. The law office of Anthony L. Barney, Ltd., sent extensive correspondence
20 requesting the Former Trustees safeguard and deliver trust funds to the new trustee. On June
21 13, 2017, after the Former Trustees refused to provide Nancy with any Trust funds, Nancy,
22

23
24 ⁹ See Exhibit A of the Former Trustees' Petition filed July 31, 2017 at section 9.3 stating in part; "After the Death
25 of the first Trustor to die, the surviving Trustor shall have the power to change the Trustee or Successor Trustee of
26 the Trust by an instrument in writing signed by the surviving Trustor and delivered to the Trustee." Notably, there
is no limitation on this power and there is no language in the Trust which prevents Nancy from changing the
Trustee of the Trust.

27 ¹⁰ See Modification and Designation of Trustee and Successor Trustee attached and incorporated as Exhibit G to
Joint Objection and Joint Counterpetition filed on November 13, 2017.

28 ¹¹ See Certificate of Independent Review attached as Exhibit H to Joint Objection and Joint Counterpetition filed on
November 13, 2017.

¹² See Letter dated June 13, 2017 with Modification and Designation of Trustee and Successor Trustee attached as
Exhibit C to Nancy's Motion to Dismiss filed on August 17, 2017.

1 through counsel, informed the Former Trustees they had been removed as trustees on June 12,
2 2017 pursuant to the clear language of the Trust.¹³ Through counsel, Nancy further requested
3 the Trust funds be safeguarded and transferred to the new trustee.¹⁴ The Modification and
4 Designation of Trustee and Successor Trustee was attached to the June 13th Letter.¹⁵ To certify
5 that the Modification and Designation of Trustee and Successor Trustee was procured without
6 undue influence, duress or menace, Nancy went to another attorney who provided her with a
7 Certificate of Independent Review pursuant to NRS 155.097.¹⁶
8

9
10 Then, on June 21, 2017, Nancy's counsel followed up with an electronic email to alert
11 Mr. Payne and the Former Trustees of the attorney for the new trustee, Monte Reason ("Mr.
12 Reason") and to safeguard the trust assets until the Certificate of Incumbency was provided.¹⁷
13 On June 27, 2017, Joseph Powell, Esq., counsel for Mr. Reason, provided Mr. Payne with a
14 certificate of incumbency indicating that Monte Reason had been appointed as Trustee.¹⁸
15

16 After the Former Trustees removed \$267,902.53 from the Trust bank account on June
17 30, 2017, despite the fact that they had been given explicit notice of their lack of authority to act
18 on behalf of the Trust¹⁹, Nancy's counsel again requested the trust funds be delivered to the new
19 trustee.²⁰ During this time, the law office of Anthony L. Barney, Ltd., was engaged in
20 obtaining numerous documents from the various financial institutions to determine where trust
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23 ¹³ *Id.*

24 ¹⁴ *Id.*

25 ¹⁵ See Attachment 1 to Exhibit C attached to Nancy's Motion to Dismiss filed on August 17, 2017.

26 ¹⁶ See Certificate of Independent Review attached as Exhibit H to Joint Objection and Joint Counterpetition filed on
27 November 13, 2017.

28 ¹⁷ See Email dated June 21, 2017 from Tiffany S. Barney, Esq., to Cary Colt Payne, Esq., attached as Exhibit B to
Nancy's Reply to Opposition to her Motion to Dismiss filed on October 4, 2017.

¹⁸ See Letter to Cary Colt Payne from Joseph J. Powell, Esq., dated June 27, 2017 attached as Exhibit C to Nancy's
Reply to Opposition to her Motion to Dismiss filed on October 4, 2017.

¹⁹ See Bank Statement for Chase Bank Account attached as Exhibit L to Joint Objection and Joint Counterpetition
filed on November 13, 2017 and Withdrawal Receipt attached as Exhibit P to Joint Objection and Joint
Counterpetition filed on November 13, 2017.

1 funds were located and how much had been removed by the Former Trustees. It also obtained
2 proof that the beneficiary designations had been changed without Nancy's knowledge of its
3 effect.
4

5 Again, on October 6, 2017, Nancy's counsel requested that the Former Trustees provide
6 the trust funds to the new trustee at which time the Former Trustees were also put on notice that
7 any use of the funds would be deemed conversion and any transfers deemed fraudulent. The
8 Former Trustees ignored any and all requests by Nancy, through her counsel, to deliver the
9 Trust funds to the successor trustee who is the rightful custodian of the Trust funds.²¹ Despite a
10 court order to freeze the funds or place the funds in a frozen account, Mr. Payne and/or the
11 Former Trustees refused to do so, despite numerous requests, until they were forced to do so by
12 a second court order.²² Furthermore, Nancy's counsel had to attend court hearings on behalf of
13 Nancy in her attempt to simply obtain distributions from her own Trust.
14

15 Anthony L. Barney, Ltd. ("ALB, Ltd."), before Nancy's passing, performed extensive
16 work on behalf of Nancy according to her stated wishes. As Trustor of the Trust, ALB, Ltd.,
17 sought relief based upon Nancy's requests and in conjunction with the terms of the Trust. The
18 work that was performed was also done in accordance with the *Brunzell* Factors and the costs
19 were actually incurred pursuant to *Cadle*. Most importantly, the Trust's very terms allow for the
20 payment of Nancy's debts. Therefore, the law office of Anthony L. Barney, Ltd., respectfully
21 requests that its fees and costs be paid from the Trust to ALB, Ltd., because it is Nancy's debt.
22 As such, ALB, Ltd., requests this Court unfreeze Nancy's assets in the amount of \$62,105.64
23 and order that they be paid from the blocked account.
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²⁰ See Letter from Tiffany S. Barney, Esq., to Cary Colt Payne, Esq., dated September 21, 2017, attached as Exhibit M to Joint Objection and Joint Counterpetition filed on November 13, 2017.

1 **C. Legal Authority and Argument**

2 **A. The terms of the Trust allow for ALB, Ltd., to be paid from the Trust.**

3 The Trust states in pertinent part:

4 **4.2 Payment of Debts.** After the death of the Decedent, the Trustee may, in the
5 Trustee's sole discretion, pay from the income and/or principal of the Decedent's
6 separate property and Decedent's one-half of the community property, which is a
7 part of this Trust estate, the administrative expenses, the expenses of the last
 illness and funeral of the Decedent and any debt owed by the Decedent.²³

8 Herein, Nancy has debts that the Trust authorizes to be paid if the Trustee authorizes the
9 same. The Trustees have already approved the payment of debts from the Trust. Monte
10 Reason, prior to his resignation approved the payment of fees. See Letter from Joseph J.
11 Powell, Esq., attached hereto and incorporated herein as Exhibit 2 Jacqueline Utkin has also
12 approved the payment of fees. See Email Letter from Jerimy L. Kirschner, Esq., attached hereto
13 and incorporated herein as Exhibit 3.

14 Because the Trust's terms allow the payment of Nancy's debts by the Trust, ALB, Ltd.,
15 is entitled to be paid in the amount of \$62,105.64. These fees and costs were incurred by the
16 Decedent in furtherance of the Trustor's and the Trust's intent and its terms.

17 **B. ALB, Ltd.'s creditor's claim is valid against the Trust.**

18 Additionally, ALB, Ltd., has a creditor's claim against the Trust for which it seeks to be
19 paid. ALB, Ltd.'s fees and costs that were expended on Nancy's behalf are administrative
20 expenses for the trust. See Section 4.2 above. Such fees and costs would have been paid as
21 administrative expenses if the Former Trustees had not sequestered the funds wrongfully away
22 from the Successor Trustee, Monte Reason and now from Jacqueline Utkin, acting Trustee.
23 from the Successor Trustee, Monte Reason and now from Jacqueline Utkin, acting Trustee.
24 from the Successor Trustee, Monte Reason and now from Jacqueline Utkin, acting Trustee.
25 from the Successor Trustee, Monte Reason and now from Jacqueline Utkin, acting Trustee.
26 from the Successor Trustee, Monte Reason and now from Jacqueline Utkin, acting Trustee.

27 ²¹ Mr. Cary Payne alerted the Court that \$428,828.93 of the trust funds were located in his "Client Trust Account"
28 See Page 2 of Inventory filed on October 25, 2017.

²² See Pg. 7, lines 11-15 of Decision filed on October 31, 2017 and Order from January 17th Hearing.

²³ See Exhibit 1 excerpt.

1 Furthermore, these fees and costs were contemplated (again, see Section 4.2 of the Trust
2 above) and not eliminated by the Trust's terms or its spendthrift provision. The spendthrift
3 provision creates the applicable exception and dictates:

4
5 **14.2 Spendthrift Provision.** No interest in the principal or income of any trust
6 created under this Trust Instrument shall be anticipated, assigned, encumbered or
7 subjected to creditors' claims or legal process before actual receipt by a beneficiary.
8 **This provision shall not apply to a Trustor's interest in the Trust estate.** The
9 income and principal of this Trust shall be paid over to the beneficiary at the time
and in the manner provided by the terms of this Trust, and not upon any written or
oral order, nor upon any assignment or transfer by the beneficiary, nor by operation
of law.²⁴

10 Furthermore, NRS 164.065(3) allows for "[a] person having a claim, due or to become
11 due, **against a settlor or the trust**" to file a claim (emphasis added). Herein, the attorney fees
12 and costs are Nancy's debt and the spendthrift provision does not apply to the Trustor's
13 creditors (Nancy's creditors).
14

15 Of course, the Former Trustees, as they have since the inception of this matter, will
16 wrongfully allege that the Trust property was solely Raymond Sr.'s property and not Nancy's
17 property; however, this is without basis in fact. For just one example, the Dancing Vines
18 property was held in joint tenancy between Nancy and Raymond Sr., before the Former Trustees
19 sold it to buy the 2848 Bluffpoint Dr. property. Based on this one simple example, the Former
20 Trustees simply cannot claim that Nancy had no assets in the Trust, given the language of the
21 Trust's preamble which reiterates:
22

23 The property comprising the original Trust estate, during the joint lives of the
24 Trustors, shall retain its character as their community property or separate property,
25 as designated on the document of transfer or conveyance. Property subsequently
26 received by the Trustees during the joint lives of the Trustors shall have the
27 separate or community character designated on the document of transfer or
conveyance.²⁵

28
²⁴ See Exhibit 1 excerpt.

²⁵ See Exhibit 1 excerpt.

1 The trust assets therefore retain their community property since that was the character of the
2 property before it was put into trust. In other words, the Bluff Point property is community
3 property because the Dancing Vines property, which was community property, was sold to buy
4 the Bluff Point property, and, therefore, would retain its community character.

6 It should also be noted that there are claims of undue influence that have been raised
7 against the Former Trustees given the fact that they “sat at the table and negotiated the terms of
8 the Trust” – a Trust which was not their trust. Unless the Former Trustees are able to rebut the
9 presumption of undue influence, the distribution to Nancy’s estate will increase and the two
10 disabled children (that were excluded from the Trust by the Former Trustees) will become
11 beneficiaries.²⁶ Therefore, the Former Trustees claim that they are entitled to distribution of
12 “Raymond Sr.’s funds” is premature at best.

14 In summary, the Trust terms provide for ALB, Ltd., to be paid from the funds of the
15 Trust to pay Nancy’s debts. Nancy’s debts are not subject to the spendthrift provision and
16 Nancy has community and/or separate property within the trust. Creditor’s claims against the
17 settlor (Nancy) or the trust can be brought against the Trust, and, herein, the Trustees have
18 already authorized and approved this payment. Therefore, ALB, Ltd., should be paid its fees
19 and costs in the amount of \$62,105.64 pursuant to the terms of the Trust.

22 C. ALB, Ltd., meets all four Brunzell factors and is entitled to be paid their fees.

23 Despite the trust terms allowing for the payment, this Court requested that ALB, Ltd.,
24 petition for its fees and costs. As such, ALB, Ltd., brings its petition and additionally brings to
25 light the fact that ALB, Ltd., meets the *Brunzell* factors and their fees comport with Cadle (see
26 argument in Section D below) to be paid from the Trust.

28 ²⁶ See Section 6.4 Last Resort of Trust in Exhibit 1.

1 All attorneys at ALB, Ltd., have rendered their services in accordance with the four
2 factors in *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31 (Nev. 1969) as
3 follows. First, as to the qualities of the advocate, the attorneys at the law office of Anthony L.
4 Barney, Esq., namely Anthony L. Barney, Esq., Tiffany S. Barney, Esq., and Zachary D.
5 Holyoak are in good standing with the Nevada State Bar and collectively have a vast amount of
6 experience in probate and trust matters, including litigation matters regarding trusts. They
7 performed the work that is in the attorney billing statements attached hereto and incorporated
8 herein as Exhibit 4 (the attorney billings are attached as Attachment 1 on the request to the
9 acting Trustee which is being provided as Exhibit 4).
10
11

12 Second, as to the character and difficulty of the work performed, this case was complex
13 and required much work since it involved breaches of fiduciary duties by Former Trustees,
14 attempting to protect trust assets, litigating the trust matters, obtaining possession of trust assets,
15 obtaining compliance with court orders from opposing counsel (i.e. getting the trust funds put
16 into a frozen account), and complying with the terms of the Trust. Nancy was required to
17 exercise certain rights under her Trust to attempt to further the purpose and terms of her own
18 Trust, protecting trust assets from the Former Trustees' wrongful taking of trust assets,
19 obtaining possession of court-owned property, filing claims against the Former Trustees who
20 not only engaged in undue influence but also breached their fiduciary duties to the trust, filing
21 court documents and attending court hearings. This case also required discovery and subpoenas
22 to different financial institutions to obtain numerous documents and determine the extent to
23 which the Former Trustees' had obtained Trust money, changed trust beneficiaries, etc. It also
24 required numerous letters and correspondence between all of the parties involved, bank
25 personnel, the life insurance companies, the prior trust attorney and other witnesses. This case
26
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1 required a large amount of work and preparation for Nancy as she attempted to fulfill the
2 purpose of her own Trust and ALB, Ltd., sought to fulfill her wishes.

3 Third, as to the work actually performed, the law office of Anthony L. Barney, Ltd.,
4 performed all the work that was required to be performed as discussed above. The billing
5 statements attached hereto and incorporated herein as Exhibit 4 represent the reasonable work
6 that was performed to comply with the terms of the Trust and pursue Nancy's desires and
7 wishes. Any redactions of the billing statements are to preserve attorney-client privilege.
8

9 Fourth, as to the result obtained, the law office of Anthony L. Barney, Ltd., was
10 successful at furthering Nancy's wishes in changing her trustee, creating her own trust, making
11 a request for distributions, obtaining documents to show Former Trustees' taking of Trust
12 property and changing beneficiaries, obtaining possession of the Trust-owned property which
13 Raymond Jr., would not relinquish (namely, 2848 Bluffpoint Dr. Las Vegas, NV 89134), and
14 other requests. Her current claims are presently before this Court and are now owned by her
15 estate. ALB, Ltd., successfully executed Nancy's wishes as she requested.
16

17 ALB, Ltd., has met all factors of Brunzell. Therefore, not only are they entitled to their
18 fees pursuant to the terms of the Trust, they are entitled to their fees pursuant to Nevada case
19 law.
20

21 D. ALB, Ltd., has met the requirements for Cadle and is entitled to be paid their costs.
22

23 In *Cadle Co. v. Woods & Erickson, LLP*, 345 P.3d 1049, 1051, 2015 Nev. LEXIS 19, *1,
24 131 Nev. Adv. Rep. 15, the Nevada Supreme Court requires that costs be reasonable, necessary
25 and actually incurred in a case. ALB, Ltd., hereby submits a Memorandum of Costs and
26 Disbursements which show the costs that were actually incurred in this matter in the amount of
27 \$3,031.97 up to January 25, 2018 (which were approved by both trustees), and has been
28

1 attached hereto and incorporated herein as Exhibit 5. These costs are also evidence in the
2 billing statements attached as Exhibit 4.

3 The law office of ALB, Ltd., has actually incurred costs under *Cadle*. Thus, ALB Ltd.,
4 is entitled to be awarded its costs.
5

6 **D. Conclusion:**

7 Based on the foregoing points and authorities, ALB, Ltd., respectfully requests the Court
8 to grant the following:

- 9 A. Find that the Trust terms allow for the payment of ALB, Ltd.;
- 10 B. Find that ALB, Ltd., is a creditor of the settlor and the trust and that Nancy has
11 community property with the Trust;
- 12 C. Find that the Trustee allowed the claims of attorney fees to ALB, Ltd.;
- 13 D. Find that ALB, Ltd., meets the four *Brunzell* factors and their attorney fees were
14 reasonable;
- 15 E. Find that ALB, Ltd., actually incurred the costs pursuant to *Cadle* as outlined in the
16 Memorandum of Costs and Disbursements;
- 17 F. Order that the Trust pay \$62,105.64 in attorney fees and costs to ALB, Ltd.
- 18 G. Order that the bank holding the Trust's blocked account release the amount of
19 \$62,105.64 to ALB, Ltd.; and
20
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1 H. Any other relief this court deems necessary and proper.

2 DATED this 8th day of February, 2018.

3 Respectfully Submitted,
4 **ANTHONY L. BARNEY, LTD.**

5 

6 _____
7 Tiffany S. Barney, Esq.
8 NV State Bar No. 9754
9 3317 W. Charleston Boulevard, Suite B
10 Las Vegas, NV 89102-1835
11 (702) 438-7878
12 *Creditors of the Nancy Christian Trust*

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I am an employee of Anthony L. Barney, Ltd. and not a party to the
3 above-entitled action. I further certify that on February 9, 2018 I served the foregoing
4
5 **PETITION FOR FEES AND COSTS** on the following parties via electronic service through
6 the Eighth Judicial District Court filing system, addressed as follows:
7

8 Cary Colt Payne, Esq.
9 Cary Colt Payne, Chtd.
10 700 S. 8th St.
11 Las Vegas, NV 89101
12 *Attorney for Susan Christian-Payne,*
13 *Rosemary Keach and Raymond Christian, Jr.*

14 Jerimy L. Kirschner, Esq.
15 Jerimy Kirschner & Associates, Ltd. Office
16 5550 Painted Mirage Rd, #320
17 Las Vegas, NV 89149
18 *Attorney for Jackie Utkin, Successor Trustee*

19 Joseph J. Powell, Esq.
20 Rushforth Lee & Kiefer, LLP
21 1707 Village Center Circle, Suite 150
22 Las Vegas, NV 89134
23 *Attorney for Monte Reason, Trustee of the*
24 *Nancy Christian Trust and Personal*
25 *Representative of the Estate of Nancy*
26 *Christian*

27 _____s/Zachary D. Holyoak/s_____
28 An employee of Anthony L. Barney, Ltd.

Exhibit 1

THE CHRISTIAN FAMILY TRUST

Dated October 11, 2016

Prepared by:



2520 St. Rose Parkway, Suite 319
Henderson, Nevada 89074

www.gmdlegal.com

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Trust Agreement

OF THE

CHRISTIAN FAMILY TRUST

THIS DECLARATION OF TRUST AGREEMENT is made on October 11, 2016, by RAYMOND T. CHRISTIAN, also known as RAYMOND T. CHRISTIAN, SR., and NANCY I. CHRISTIAN, Husband and Wife (hereinafter referred to as the "Trustors" or "Grantors" when reference is made to them in their capacity as creators of this Trust and the transferors of the principal properties thereof) and ROSEMARY K. CHRISTIAN-KEACH, RAYMOND T. CHRISTIAN, JR., and SUSAN G. CHRISTIAN-PAYNE, of Clark County, Nevada (hereinafter referred to as the "Trustees," or collectively as the "Trustee," when reference is made to them in their capacity as Trustees or fiduciaries hereunder);

Witnesseth:

WHEREAS, the Trustors desire by this Trust Agreement to establish the "CHRISTIAN FAMILY TRUST" for the use and purposes hereinafter set forth, to make provisions for the care and management of certain of their present properties and for the ultimate distribution of the Trust properties;

NOW, THEREFORE, all property subject to this Trust Agreement shall constitute the Trust estate and shall be held for the purpose of protecting and preserving it, collecting the income therefrom, and making distributions of the principal and income thereof as hereinafter provided.

Additional property may be added to the Trust estate, at any time and from time to time, by the Trustors or any person or persons, by inter vivos act or testamentary transfer, or by insurance contract or Trust designation.

The property comprising the original Trust estate, during the joint lives of the Trustors, shall retain its character as their community property or separate property, as designated on the document of transfer or conveyance. Property subsequently received by the Trustees during the joint lives of the Trustors shall have the separate or community character designated on the document of transfer or conveyance.

ARTICLE 1

NAME AND BENEFICIARIES OF THE TRUST

1.1 Name. The Trusts created in this instrument may be referred to collectively as the "CHRISTIAN FAMILY TRUST" and any separate Trust may be referred to by adding the name of the beneficiary.

1.2 Beneficiaries. The Trust estate created hereby shall be for the use and benefit of RAYMOND T. CHRISTIAN and NANCY I. CHRISTIAN, and for the other beneficiaries named herein. The names of the four (4) now living children from the Trustors' marriage are ROSEMARY K. CHRISTIAN-KEACH, RAYMOND T. CHRISTIAN, JR., TOMMY L. CHRISTIAN and SUSAN G. CHRISTIAN-PAYNE. The name of the one (1) now living child of RAYMOND T. CHRISTIAN from a previous marriage is CHRISTOPHER A. CHRISTIAN. The name of the one (1) now living child of NANCY I. CHRISTIAN from a previous marriage is MONTE B. REASON.

ARTICLE 2

DISTRIBUTION OF INCOME AND PRINCIPAL

WHILE BOTH TRUSTORS SHALL LIVE

2.1 Distributions While Both Trustors Live. During the joint lifetimes of RAYMOND T. CHRISTIAN and NANCY I. CHRISTIAN, they shall be entitled to all income and principal of their community property without limitation. With regard to the separate property of either RAYMOND T. CHRISTIAN or NANCY I. CHRISTIAN, either Trustor shall be entitled to all income and principal of his or her own separate property estate without limitation.

2.2 Use of Residence. While Trustors both shall live, they may possess and use, without rental or accounting to Trustees, any residence owned by this Trust.

ARTICLE 3

INCAPACITY

3.1 Incapacity of Trustors. If at any time a Trustor has become physically or mentally incapacitated, as certified in writing by a licensed physician, psychologist, or psychiatrist, and whether or not a court of competent jurisdiction has declared such Trustor incompetent, mentally ill, or in need of a guardian or conservator, the other Co-Trustee or the Successor Trustee (hereinafter "Trustee") shall pay to the incapacitated Trustor or apply for his or her benefit or for the benefit of those who are dependent upon him or her, first from the community estate and then from the incapacitated Trustor's separate estate, the amounts of net income and principal necessary, in the Trustee's discretion, for the proper health, support and maintenance of the Trustor and his or her family members who are dependent upon him or her, in accordance with their accustomed manner of living at the date of this instrument, until the incapacitated Trustor, either in the Trustee's discretion or as certified by a licensed physician, psychologist, or psychiatrist, is again able to manage his or her own affairs or until his or her death. This shall include, but not be limited to, distribution of income and principal to retain personal aides, homemakers, bill payers, or other persons who may assist the Trustor in activities of daily living and otherwise enable the Trustor to continue to reside in his or her home for as long as it is feasible to do so, taking into account safety and financial considerations. In exercising such discretion, the Trustee shall consider the duty and ability of anyone else to support the Trustor and his or her family and shall also consider all other funds known to the Trustee to be available from other sources for such purposes.

The Trustors direct that the Trustee maintain the Trustors in the same custom and style to which the Trustors have been accustomed during their lifetimes. It is the Trustors' express desire to remain in their home for the remainder of their lifetimes and not be placed in a nursing home or retirement care facility. The Trustors direct that the Trustee

shall utilize income and principal from this Trust as may be necessary, including amounts necessary for required nursing and other care, so as to maintain the Trustors in their home, unless in the opinion of the incapacitated Trustor's attending physician, together with the opinion of a second independent or consulting physician, residence in a nursing home would be required for such Trustor's physical well being.

All undistributed income shall be accumulated and added to the Trust principal annually. In addition, it is Trustors' desire that, in the event of a Trustor's incapacity or in the event a Trustor is unable to remain in the primary residence, the Trustee hereunder shall continue to maintain the Trustors' primary residence and shall continue to pay for all taxes, insurance, fees, and encumbrances on such residence for as long as it is owned by this Trust.

3.2 Reliance on Writing. Anyone dealing with this Trust may rely on the physicians', psychologists' or psychiatrists' or any combination thereof, written statements regarding the Trustor's incapacity, or a photocopy of the statements, presented to them by the Co-Trustee or the Successor Trustee. A third party relying on such written statements shall not incur any liability to any beneficiary for any dealings with the Co-Trustee or the Successor Trustee in reliance upon such written statements. This provision is inserted in this Trust Agreement to encourage third parties to deal with Co-Trustee or Successor Trustee without the need for court proceedings.

ARTICLE 4

DISTRIBUTION OF INCOME AND PRINCIPAL **UPON THE DEATH OF A TRUSTOR**

4.1 Decedent and Survivor Defined. Reference to the "Decedent" shall refer to either of the Trustors whose death shall first occur and reference to the "Survivor" shall refer to the surviving Trustor.

4.2 Payment of Debts. After the death of the Decedent, the Trustee may, in the Trustee's sole discretion, pay from the income and/or principal of the Decedent's

separate property and Decedent's one-half of the community property, which is a part of this Trust estate, the administrative expenses, the expenses of the last illness and funeral of the Decedent and any debt owed by the Decedent.

4.3 Survivor's Trust. Any remaining property, both income and principal of this Trust estate shall be retained in the Survivor's Trust for the benefit of the Survivor and the Trustee shall hold, manage, invest and reinvest the Survivor's Trust and shall collect the income therefrom and dispose of the net income and principal as follows:

- (a) During the lifetime of the Survivor, the Trustee, in the Trustee's sole discretion, may pay to the Survivor all of the net income of the Trust estate, as the Trustee may determine necessary, in the Trustee's sole discretion, for the health, education, support and maintenance of the Survivor.
- (b) If, in the opinion of the Trustee, the income from all sources of which Trustee has knowledge shall not be sufficient for the health, education, support and maintenance of the Survivor, the Trustee is authorized to use and may expend such part of the Trust principal as may be necessary to meet such needs.

4.4 Use of Residence. Until the Survivor's death, the Trustee shall allow the Survivor to occupy and use any residence used by either or both Trustors as a residence at the time of the Decedent's death. The Trustee shall, at the direction of the Survivor, sell any such residence, and if the Survivor so directs, use the proceeds therefrom to purchase or build another residence for the Survivor. The Survivor shall not be required to pay rent or account for the use of any residence.

ARTICLE 5

DISTRIBUTION OF HOUSEHOLD AND PERSONAL EFFECTS AFTER DEATH OF EITHER OR BOTH TRUSTORS

5.1 Distribution of Personal Property. After the death of either Trustor, the Trustee shall distribute all tangible personal property of the deceased Trustor, including but not limited to, furniture, furnishings, rugs, pictures, books, silver-plate, linen, china, glassware, objects of art, wearing apparel, jewelry, and ornaments, in accordance with

any written statement or list that the Trustor leaves disposing of this property. Any such statement or list then in existence shall be determinative with respect to all bequests made therein. Any property not included on said list shall be distributed as follows:

- (a) To the surviving Trustor, if he or she survives the Decedent.
- (b) Upon the death of RAYMOND T. CHRISTIAN, SR., the Trustee shall first distribute the Trustors' Gold Watch, to LEE M. KEACH, the Trustors' son-in-law, if he is then living, outright and free of Trust. If LEE M. KEACH is not then living, this bequest shall lapse.
- (c) The Trustee shall distribute any remaining household and personal effects, which are not distributed by a written statement or list or any lapsed bequest from above, equally to ROSEMARY K. CHRISTIAN-KEACH, RAYMOND T. CHRISTIAN, JR. and SUSAN G. CHRISTIAN-PAYNE, as they shall select.
- (d) The individuals referred to above in Section 5.1(c) may also share any such household and personal effects with TOMMY L. CHRISTIAN, CHRISTOPHER A. CHRISTIAN, or MONTE B. REASON, as they may see fit. Any household and personal effects which they do not select shall be added to the Trust created in Article 6 below.

ARTICLE 6

DISTRIBUTION OF INCOME AND PRINCIPAL

AFTER DEATH OF BOTH TRUSTORS

6.1 Specific Bequest. Upon the death of both Trustors, the Trustee shall first sell the Trustors' primary residence located at 1060 Dancing Vines, Ave., Las Vegas, Nevada, and the proceeds from the sale of such home shall be distributed as follows:

- (a) ROSEMARY K. CHRISTIAN-KEACH, if she is then living, shall receive Twenty Percent (20%) of this Trust share, outright and free of Trust. If ROSEMARY K. CHRISTIAN-KEACH is not then living, this Trust share shall be proportionately added to the Trust shares of the then surviving beneficiaries who are named in this Section 6.1.
- (b) RAYMOND T. CHRISTIAN, JR., if he is then living, shall receive Twenty Percent (20%) of this Trust share, outright and free of Trust.

If RAYMOND T. CHRISTIAN, JR. is not then living, this Trust share shall be proportionately added to the Trust shares of the then surviving beneficiaries who are named in this Section 6.1.

- (c) TOMMY L. CHRISTIAN, if he is then living, shall receive Twenty Percent (20%) of this Trust share, outright and free of Trust. If TOMMY L. CHRISTIAN is not then living, this Trust share shall be proportionately added to the Trust shares of the then surviving beneficiaries who are named in this Section 6.1.
- (d) SUSAN G. CHRISTIAN-PAYNE, if she is then living, shall receive Twenty Percent (20%) of this Trust share, outright and free of Trust. If SUSAN G. CHRISTIAN-PAYNE is not then living, this Trust share shall be proportionately added to the Trust shares of the then surviving beneficiaries who are named in this Section 6.1.
- (e) CHRISTOPHER A. CHRISTIAN, if he is then living, shall receive Ten Percent (10%) of this Trust share, outright and free of Trust. If CHRISTOPHER A. CHRISTIAN is not then living, this Trust share shall be proportionately added to the Trust shares of the then surviving beneficiaries who are named in this Section 6.1.
- (f) MONTE B. REASON, if he is then living, shall receive Ten Percent (10%) of this Trust share, and this Trust share shall be held, in Trust and distributed to him in the sole discretion of SUSAN G. CHRISTIAN-PAYNE for his health, education, maintenance and support. If MONTE B. REASON is not then living, this Trust share shall be proportionately added to the Trust shares of the then surviving beneficiaries who are named in this Section 6.1.
- (g) Notwithstanding anything to the contrary hereinabove, any amounts to be distributed to TOMMY L. CHRISTIAN, CHRISTOPHER A. CHRISTIAN, or MONTE B. REASON in Sections 6.1(c), (e) and (f) above, are to be held, in Trust, for and distributed to them, respectively, for their health, education, maintenance and support, in the sole and unfettered discretion of the Successor Trustees. Moreover, in the event the home referred to in this Section 6.1 was sold prior to the Survivor's death, then an amount equal to the net proceeds from such earlier sale shall be set aside to be held and distributed pursuant to the above terms of this Section 6.1.

6.2 Distribution of the Remaining Trust Estate. Any remaining property, both income and principal of this Trust estate, shall be distributed as follows:

- (a) ROSEMARY K. CHRISTIAN-KEACH, if she is then living, shall receive one-third (1/3) of the remaining Trust estate, outright and

free of Trust. If ROSEMARY K. CHRISTIAN-KEACH is not then living, this Trust share shall be distributed equally among the then living spouse and children of ROSEMARY K. CHRISTIAN-KEACH, outright and free of Trust.

- (b) RAYMOND T. CHRISTIAN, JR., if he is then living, shall receive one-third (1/3) of the remaining Trust estate, outright and free of Trust. If RAYMOND T. CHRISTIAN, JR. is not then living, this Trust share shall be distributed to the issue of RAYMOND T. CHRISTIAN, JR., *per stirpes*, to be administered and distributed as set forth in Section 6.2(d) below.
- (c) SUSAN G. CHRISTIAN-PAYNE, if she is then living, shall receive one-third (1/3) of the remaining Trust estate, outright and free of Trust. If SUSAN G. CHRISTIAN-PAYNE is not then living, this Trust share shall be distributed to the issue of SUSAN G. CHRISTIAN-PAYNE, *per stirpes*, to be administered and distributed as set forth in Section 6.2(d) below.
- (d) For each beneficiary hereunder who shall be under the age of Twenty-five (25) years at the time such beneficiary becomes entitled to a share of the Trust estate pursuant to Sections 6.2(a), 6.2(b) and 6.2(c) above, each such beneficiary's Trust share shall not be distributed outright to such beneficiary, but rather, shall be retained in trust, and shall be distributed as follows:
 - (1) If any beneficiary is then over the age of Twenty-five (25) years, his or her share shall be distributed to him or her outright and free of Trust.
 - (2) For each beneficiary who is then under the age of Twenty-five (25) years, his or her Trust share shall be retained in a separate trust and, until the beneficiary attains the age of Twenty-five (25) years, the net income and principal from such beneficiary's Trust share shall be distributed to or for the benefit of the beneficiary as the Trustee deems necessary, in the Trustee's discretion, for the beneficiary's health, education, maintenance and support. Any excess income that is not distributed for these purposes shall be accumulated and added to principal.
 - (3) Upon the beneficiary attaining the age of Twenty-five (25) years, the entire remaining balance of the beneficiary's Trust share shall be distributed to such beneficiary, outright and free of Trust.

- (4) If prior to full distribution a beneficiary becomes deceased, his or her remaining Trust share shall be distributed to the issue of such deceased beneficiary, by right of representation, in accordance with the same terms and conditions as set forth in this Section 6.2(d). In the event a beneficiary becomes deceased and has no then living issue, his or her Trust share shall be distributed equally among the other Trust shares set forth in Sections 6.2(a), 6.2(b) and 6.2(c) above; provided, however, that if any such distributee is under the age of Twenty-five (25) years, the share of such distributee shall, instead of being distributed outright, be retained in Trust, to be distributed according to the terms and conditions as provided for in this Section 6.2(d).
- (e) Notwithstanding anything to the contrary, it is the Trustors' desire that the three (3) Children of the Trustors, and/or the issue of the children of the Trustors, as the case may be, who are referred to above in this Section 6.2, would use a portion of the Trust estate to care for TOMMY L. CHRISTIAN and CHRISTOPHER A. CHRISTIAN, as they see fit and in their sole discretion, without any requirement to do so. This language of this subsection (e) is merely ment as a precatory, non-binding declaration.

6.3 Generation Skipping Trusts. If the special generation skipping transfer tax exemption election provided by Section 2652(a)(3) of the Internal Revenue Code (Code) is exercised as to any property held in this Trust or if this Trust is receiving property from any other Trust to which the special election has been made, the Trustees are authorized, at any time in the exercise of absolute discretion, to set apart such property in a separate trust so that its inclusion ratio, as defined in Section 2642(a) of the Code is or remains zero. If such Trust(s) is (are) created, then any estate or death taxes shall be first charged against and paid out of the principal of the Trust(s) as to which the special election provided by Section 2652(a)(3) is not applicable.

6.4 Last Resort. In the event that the principal of the Trust administered under this Article 6 is not disposed of under the foregoing provisions, the remainder, if any, shall be distributed, outright and free of Trust, to the heirs at law of RAYMOND T. CHRISTIAN, their identities and shares to be determined according to the laws of the State of Nevada then in effect relating to the intestate succession of separate property.

provider, any insurance company, and any health-care clearinghouse that has provided treatment or services to such Trustor or is otherwise requested by a Trustor's nominated Successor Trustee to determine his or her incapacity, and any other person or entity in possession of any of the Trustor's "protected health information," as contemplated by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 USC 1320d and 45 CFR 160-164, is hereby authorized and directed to disclose the Trustor's protected health information to the nominated Successor Trustee to the extent necessary, and only to the extent necessary, in order for the nominated Successor Trustee to determine whether an event of incapacity has occurred pursuant to Article 3 hereinabove. This release of authority applies even if that person has not yet been appointed as Successor Trustee. Any limitation on protected health information to be disclosed hereunder shall have no effect upon any rights to such information any other party may have under any other instrument granting access to such information.

ARTICLE 14

GENERAL PROVISIONS

14.1 Controlling Law. This Trust Agreement is executed under the laws of the State of Nevada and shall in all respects be administered by the laws of the State of Nevada; provided, however, the Trustees shall have the discretion, exercisable at any later time and from time to time, to administer any trust created hereunder pursuant to the laws of any jurisdiction in which the Trustees, or any of them, may be domiciled, by executing a written instrument acknowledged before a notary public to that effect, and delivered to the then income beneficiaries. If the Trustees exercise the discretion, as above provided, this Trust Agreement shall be administered from that time forth by the laws of the other state or jurisdiction.

14.2 Spendthrift Provision. No interest in the principal or income of any trust created under this Trust Instrument shall be anticipated, assigned, encumbered or subjected to creditors' claims or legal process before actual receipt by a beneficiary. This provision shall not apply to a Trustor's interest in the Trust estate. The income and principal of this Trust shall be paid over to the beneficiary at the time and in the manner

provided by the terms of this Trust, and not upon any written or oral order, nor upon any assignment or transfer by the beneficiary, nor by operation of law.

14.3 Perpetuities Savings Clause. Notwithstanding anything to the contrary contained in this Trust agreement, the Trusts created herein, unless earlier terminated according to the terms of this Trust agreement, shall all terminate one (1) day less than three hundred and sixty-five (365) years after the execution date of this Trust. Upon such termination each Trust shall forthwith be distributed to the Beneficiaries of such Trust; provided however, that if no Beneficiary is then living, such property shall be distributed to those persons so designated in said Trust, as therein provided. Notwithstanding the foregoing, in the event any Trust created hereunder should be controlled and governed by the laws of any state which state has modified or repealed the common law Rule Against Perpetuities, then such modified Rule Against Perpetuities shall apply to such Trust, and if the Rule Against Perpetuities shall have been repealed by the law of the governing state, then termination of any Trusts hereunder pursuant to the common law Rule Against Perpetuities shall not apply to any Trust which is, as a result, not subject to any such Rule Against Perpetuities, and all other references throughout this Trust Agreement to termination of any Trust hereunder pursuant to any applicable Rule Against Perpetuities shall not be applicable to such Trust or Trusts.

14.4 No-Contest Provision. The Trustors specifically desire that this Trust Agreement and these Trusts created herein be administered and distributed without litigation or dispute of any kind. If any beneficiary of these trusts or any other person, whether stranger, relative, or heir, or any legatee or devisee under the Last Will and Testament of either of the Trustors or the successors-in-interest of any such persons, including the Trustors' estates under the intestate laws of the State of Nevada or any other state lawfully or indirectly, singly or in conjunction with another person, seek or establish to assert any claim or claims to the assets of these Trusts established herein, or attach, oppose or seek to set aside the administration and distribution of the Trusts, or to invalidate, impair or set aside its provisions, or to have the same or any part thereof declared null and void or diminished, or to defeat or change any part of the

shall be governed by the provisions of Nevada's Revised Uniform Principal and Income Act, as it may be amended from time to time and so long as such Act does not conflict with any provision of this instrument. Notwithstanding such Act, no allowance for depreciation shall be charged against income or net income payable to any beneficiary.

- (b) **"Education"**. Whenever provision is made in this Trust Indenture for payment for the "education" of a beneficiary, the term "education" shall be construed to include technical or trade schooling, college or postgraduate study, so long as pursued to advantage by the beneficiary at an institution of the beneficiary's choice and in determining payments to be made for such college or post-graduate education, the Trustees shall take into consideration the beneficiary's related living and traveling expenses to the extent that they are reasonable.
- (c) **"Child, Children, Descendants or Issue"**. As used in this instrument, the term "descendants" or "issue" of a person means all of that person's lineal descendants of all generations. The terms "child, children, descendants or issue" include adopted persons, but do not include a step-child or step-grandchild, unless that person is entitled to inherit as a legally adopted person.
- (d) **"Tangible Personal Property"**. As used in this instrument, the term "tangible personal property" shall not include money, evidences of indebtedness, documents of title, securities and property used in a trade or business.

EXECUTED in Clark County, Nevada, on October 11, 2016.

TRUSTORS:


RAYMOND T. CHRISTIAN


NANCY I. CHRISTIAN

Exhibit 2



Layne T. Rushforth, J.D.
Managing Partner
Licensed in Nevada & Utah
layne@rlklegal.com

Kennedy E. Lee, J.D.
Partner
Licensed in Nevada
kenny@rlklegal.com

Daniel P. Klefer, J.D.
Partner
Licensed in Nevada
dan@rlklegal.com

Joseph J. Powell, J.D.
Of Counsel
Licensed in Nevada & California
joey@rlklegal.com

January 4, 2018

Sent via U.S. mail and via e-mail to tiffany@anthonybarney.com

Tiffany Barney, Esq.
Anthony Barney, Ltd.
3317 W. Charleston Blvd, SuiteB
Las Vegas, Nevada 89102-1835

Re: Christian Family Trust/your letter dated December 19, 2017
(Our File: 7745)

Dear Tiffany:

I am in receipt of your letter dated December 19, 2017 in which you have requested that my client, Monte Reason, the trustee of the Christian Family Trust (the "Trust"), either approve or reject, in writing, your request for payment from the Trust for the work that you performed on behalf of the late Nancy Christian relating to her rights as a co-settlor, and sole beneficiary, of the Trust during her lifetime.

I have spoken with Mr. Reason about your request and Mr. Reason has authorized me to confirm for you, via this correspondence, that he approves your request for payment in its entirety. With this said, as you are aware, Mr. Reason has no access to the liquid funds belonging to the Trust because of the actions taken by the former trustees of the Trust, Susan G. Christian-Payne, Raymond T. Christian, Jr., and Rosemary K. Christian-Keach, and in turn their attorney, Mr. Payne, who have placed all of the liquid funds in Mr. Payne's attorney trust account. As you are aware, a petition is pending before the Honorable Judge Ochoa to have this issue rectified. Therefore, please allow this to confirm that Mr. Reason intends to make payment on your fees when he is able to do so. However, as stated, he cannot do so at this time and does not know precisely when he will have the funds under his actual control to be able to issue payment to your firm.

Thank you for your attention to this matter. Please feel free to contact me at your convenience should there be a need to discuss this matter further.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joe Powell', written over a circular scribble.

JOSEPH J. POWELL
Attorney at Law

cc: client

Exhibit 3

Anthony L. Barney

From: Jerimy Kirschner <jerimy@jkirschnerlaw.com>
Sent: Thursday, February 1, 2018 9:00 AM
To: Tiffany Barney
Cc: Secretary; anthony@anthonybarney.com; Zachary Holyoak
Subject: Re: Letter from TSB - Christian Family Trust

Hello Tiffany,

I have spoken with my client and she approves the fees for your firm in her role as trustee for the Christian Family Trust.

On Fri, Jan 26, 2018 at 1:55 PM, Tiffany Barney <tiffany@anthonybarney.com> wrote:

Dear Mr. Kirschner –

Thank you for your prompt response. Also, I wanted to make you aware that I inadvertently left off Attachment 2 to the letter. Please see the letter with Attachment 2 attached. The letter with the proper attachments was sent today to your office in Tacoma, Washington rather than the address on the letter. Thank you.

Sincerely,

Tiffany S. Barney

Attorney at Law

Anthony L. Barney, Ltd.

3317 W. Charleston Blvd., Suite B

Las Vegas, NV 89102-1835

O: [702-438-7878](tel:702-438-7878)

F: [702-259-1116](tel:702-259-1116)

tiffany@anthonybarney.com

www.anthonybarney.com

This e-mail message is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally privileged. This message and any files attached hereto are confidential and are for the sole use of the intended recipient. IF YOU ARE NOT THE INTENDED RECIPIENT OF THE MESSAGE, PLEASE NOTIFY THE SENDER IMMEDIATELY BY RETURN E-MAIL OR TELEPHONE ([702-438-7878](tel:702-438-7878)), DELETE THE ORIGINAL MESSAGE INCLUDING ALL ATTACHMENTS, AND DESTROY ALL HARD COPIES. ANY UNAUTHORIZED REVIEW, DISTRIBUTION, DISCLOSURE, COPYING, USE, OR DISSEMINATION, EITHER WHOLE OR IN PART, IS STRICTLY PROHIBITED. If you are the intended recipient, please be aware that since e-mails can be altered electronically, the integrity of this communication cannot be guaranteed without using digital signatures or encryption. If you are interested in sending or receiving PGP-signed or PGP-

encrypted e-mail, let me know. The attorney-client privilege may apply to this message, but such privilege may be lost if it is shared with someone other than an employee of Anthony L. Barney, Ltd. or of another attorney or law firm who represents you. In accordance with Internal Revenue Service Circular 230, we hereby advise you that if this email or any attachment hereto contains any tax advice, such tax advice was not intended or written to be used, and it cannot be used, by any taxpayer for the purpose of avoiding penalties that may be imposed on the taxpayer by the Internal Revenue Service.

From: Jeremy Kirschner [mailto:jerimy@jkirschnerlaw.com]
Sent: Friday, January 26, 2018 12:15 PM
To: Secretary
Cc: anthony@anthonybarney.com; Zachary Holyoak; Tiffany Barney
Subject: Re: Letter from TSB - Christian Family Trust

Hello Mrs. Barney,

I am forwarding a copy of this letter to the Trustee. I hope to have feedback for you by the end of Monday at the latest.

On Fri, Jan 26, 2018 at 11:19 AM, Secretary <secretary@anthonybarney.com> wrote:

Dear Mr. Kirschner –

Please find attached the letter from Tiffany S. Barney, Esq., regarding the Christian Family Trust.

Sincerely,

Neva Liebe

Legal Secretary

Anthony L. Barney, Ltd.

3317 W. Charleston Blvd., Suite B

Las Vegas, NV 89102-1835

O: 702-438-7878

F: 702-259-1116

secretary@anthonybarney.com

www.anthonybarney.com

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--
Jeremy Kirschner, Esq.

Managing Partner

Jeremy Kirschner & Associates PLLC

NEVADA

5550 Painted Mirage Rd., Suite 320

Las Vegas, NV 89149

Phone: (702) 563-4444

Fax (702) 563-4445

WASHINGTON

1326 Tacoma Ave S #200

Tacoma, WA 98402

Phone: (206) 623-4444

Fax (206) 538-2008

Notice: This fax or email is from a law firm, Jerimy Kirschner & Associates ("JKA"), and is intended solely for the use and review of the individual(s) to whom it is addressed. If you have received this fax or email in error, please notify the sender immediately. In addition, please destroy the fax and/or delete the email from your computer. Please do not copy or disclose it to anyone else as it may contain important private information.

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If you are counsel in litigation with JKA, either associated or opposing, and would like to participate in facsimile service of future pleadings under NRCP, please contact us at (702)563-4444 to arrange for a reciprocal facsimile agreement.

—
Jerimy Kirschner, Esq.
Managing Partner
Jerimy Kirschner & Associates PLLC

NEVADA

5550 Painted Mirage Rd., Suite 320
Las Vegas, NV 89149
Phone: (702) 563-4444
Fax (702) 563-4445

WASHINGTON

1326 Tacoma Ave S #200
Tacoma, WA 98402
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If you are not an existing client of JKA, it is not the intent of this fax or email to make you a client unless it contains a specific written statement to that effect and do not disclose anything to JKA in reply that you expect it to hold in confidence.

If you are counsel in litigation with JKA, either associated or opposing, and would like to participate in facsimile service of future pleadings under NRCP, please contact us at (702)563-4444 to arrange for a reciprocal facsimile agreement.

Exhibit 4

Anthony L. Barney, M.S., J.D., LL.M.
Attorney at Law
Licensed in Nevada and Idaho

Tiffany S. Barney, J.D.
Attorney at Law
Licensed in Nevada

Zachary Holyoak, J.D.
Attorney at Law
Licensed in Nevada

ANTHONY L. BARNEY, LTD.
A Nevada Professional Law
Corporation

3317 W. Charleston Boulevard, Suite B
Las Vegas, Nevada 89102-1835
Receptionist: 702-438-7878
Fax: 702-259-1116

Neva Liehe
Administrative Assistant

Website Address
www.anthonybarney.com

E-mail Address
office@anthonybarney.com

January 26, 2018

Jerimy L. Kirschner, Esq.
Jerimy L. Kirschner & Associates
3333 E. Serene Ave., #150
Henderson, NV 89074

Re: Christian Family Trust dated October 11, 2016 ("Trust")
Our Prior Client: Nancy Christian, Trustor and Survivor of the Trust

VIA US FIRST CLASS MAIL AND EMAIL

Dear Mr. Kirschner -

We are formally requesting payment from the Trustee of the Christian Family Trust dated October 11, 2016 ("Trust") for legal work done for and on behalf of Nancy Christian, Trustor of the Trust. Nancy Christian passed away on December 14, 2017; however, prior to her passing, we represented Nancy on various matters relating to the Trust, including but not limited to, changing her trustee, defending her in Case #P-17-092512-T ("Probate Case") and obtaining possession of Trust-owned property in Case No.: 17C-023096 ("Justice Court Case").

We expended fees and costs to further Nancy's wishes in the Probate Case and the Justice Court Case. We believe that the fees and costs were necessary and reasonable to further Nancy's intent and her wishes. Therefore, pursuant to provision 4.2 of the Trust we are requesting payment of the debts of the Decedent as represented in the billing statements attached hereto and incorporated herein as Attachment 1.

The attached bills evidence the work performed for and on behalf of Nancy Christian and some bills or portions thereof were paid personally by Nancy although it was work to further her stated intent in the Trust. Most of the bills remain unpaid and are debts of the Decedent. Therefore, we are requesting that Nancy's estate be reimbursed for the portions that she paid personally and that the Trust pay Nancy's outstanding debts to our law office as provided in provision 4.2 of the Trust. Notably, the spendthrift provision does not apply to the Trustor's interest in the Trust estate (see provision 14.2 of the Trust).

The amounts incurred by our law firm in fees and costs to further Nancy's wishes are as follows (dates correspond to the respective billing statement in Attachment 1):

February 28, 2017: \$100.00
March 15, 2017: \$210.00
March 30, 2017: \$1,470.00
April 17, 2017: \$140.00
April 28, 2017: \$420.00
May 15, 2017: \$1,055.00
May 31, 2017: \$890.00
June 15, 2017: \$1,140.00
June 30, 2017: \$315.00
July 15, 2017: \$175.00
July 31, 2017: \$2,913.50
August 15, 2017: \$1,155.00
August 31, 2017: \$3,489.40
September 15, 2017: \$875.00
September 29, 2017: \$8,659.40
October 16, 2017: \$6,045.00
October 31, 2017: \$6,822.50
November 15, 2017: \$11,259.80
November 30, 2017: \$4,101.80
December 15, 2017: \$5,970.50
December 30, 2017: \$2,536.00
January 15, 2018: \$ 430.00
January 25, 2018: \$ 1,932.74 (Not A Final Bill)
TOTAL FEES AND COSTS: \$62,105.64

The Prior Trustee, Monte Reason, approved the amount of \$57,206.90 which were amounts that were incurred as of December 15, 2017. See Letter from Joseph J. Powell, Esq., attached hereto and incorporated herein as Attachment 2. However, there are further amounts that have been expended in wrapping up the Justice Court Case, for attendance at the court hearing as a result of our status as a creditor, and to include expended costs that were not included on prior billing statements.

We formally request a determination by the Successor Trustee, Jackie Utkin, to approve the fees and costs from the Trust estate that are listed above. These amounts were expended pursuant to Nancy's instruction and wishes and the Trust is authorized to pay Nancy's debts from the Trust. We would appreciate such a determination to be in writing.

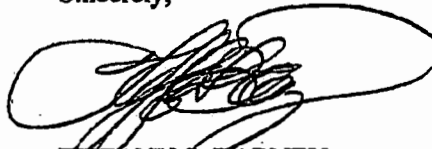
Furthermore, please be on notice that we are alerting you of our lien rights in the Probate Case and Justice Court Case and requesting payment also pursuant to our attorney's liens. Please note that we have an extensive file and discovery that we have performed in this matter. With payment of our liens, we will deliver the file to you. We reserve the right to assert and file our attorney's lien in the Probate Case and Justice

Court Case for the total amount of the fees that were expended for Nancy that should be paid.

As requested by Judge Ochoa at the last court hearing, we will shortly be filing a Petition for Fees and Costs. We would kindly appreciate a response before we file this petition in which we will request the judge to unfreeze trust assets and order the payment of Nancy's attorney fees and costs to Anthony L. Barney, Ltd.

If you have any further questions, please feel to contact my office. Thank you for your anticipated cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tiffany S. Barney', enclosed within a large, loopy oval shape.

TIFFANY S. BARNEY

Attorney at Law

tiffany@anthonybarney.com

Encl: Bills dated from February 2017 to January 2018

Attachment 1

ANTHONY L. BARNEY, LTD

Attorneys and Counselors at Law

3317 W. Charleston Boulevard, Suite B
Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

www.anthonybarney.com

Invoice

Invoice #: 1836

Invoice Date: 2/28/2017

Due Date: 3/15/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
02/16/17 Initial consultation with client (TSB)		100.00	100.00
Total			\$100.00
Payments/Credits			-\$100.00
Balance Due			\$0.00

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Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

www.anthonybarney.com

Invoice

Invoice #: 1902

Invoice Date: 3/15/2017

Due Date: 3/30/2017

Case:

Client Number:

Bill To:

Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff:

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
03/15/17 Meeting with client; Message left with David Grant; Telephone conversation with David Grant re: trust, current situation (TSB)	0.6	350.00	210.00
Total			\$210.00
Payments/Credits			-\$210.00
Balance Due			\$0.00

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Attorneys and Counselors at Law

3317 W. Charleston Boulevard, Suite B
Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

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Invoice

Invoice #: 1931

Invoice Date: 3/31/2017

Due Date: 4/15/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
03/16/17 Draft release for information from Grant, Morris, Dodds (TSB)	0.4	350.00	140.00
03/22/17 Telephone conversation with client; Draft email to David Grant, Esq., re: request for documents and release of information (TSB)	0.2	350.00	70.00
03/23/17 Review trust and all accompanying trust documents; Draft letter to Trustees re: requests for information relating to sale of trust real property, distributions, personal property, etc. (TSB)	2	350.00	700.00
03/27/17 Meeting with client; Finalize letter to trustees (TSB)	1.6	350.00	560.00
Total			\$1,470.00
Payments/Credits			-\$1,470.00
Balance Due			\$0.00

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Facsimile: (702) 259-1116

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Invoice

Invoice #: 1971

Invoice Date: 4/17/2017

Due Date: 5/1/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff:

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
04/06/17 Telephone conversation with client re: [REDACTED] [REDACTED]; Draft email to David Grant re: possible representation of trustees; Review email from David Grant re: not representing trustees (TSB)	0.4	350.00	140.00
Total			\$140.00
Payments/Credits			-\$140.00
Balance Due			\$0.00

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Invoice

Invoice #: 2008

Invoice Date: 4/28/2017

Due Date: 5/13/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
04/17/17 Telephone conversation with client re: [REDACTED] [REDACTED] (TSB)	0.3	350.00	105.00
04/18/17 Draft letter to Trustees; Telephone conversation with client re: [REDACTED] [REDACTED] (TSB)	0.8	350.00	280.00
04/28/17 Review letter from Cary Payne re: representation of trustees (TSB)	0.1	350.00	35.00
Total			\$420.00
Payments/Credits			-\$420.00
Balance Due			\$0.00

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Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

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Invoice

Invoice #: 2027

Invoice Date: 5/15/2017

Due Date: 5/30/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
05/01/17 Telephone call to Cory Colt Payne, attorney for trustees; Telephone conversation with client re: case strategy (TSB)	0.3	350.00	105.00
05/02/17 Review letter from Cory Colt Payne; Begin draft of modification to change trustee (TSB)	0.4	350.00	140.00
05/02/17 Review trust and prepare amendment analysis (ALB)	0.1	400.00	40.00
05/03/17 Telephone conversations with client re: [REDACTED] (0.9); Discussion with ALB re: change of trustees to Christian trust (0.2) (TSB)	1.1	350.00	385.00
05/08/17 Call to client; Telephone conversation with nephew; Telephone conversation with client re: [REDACTED] (TSB)	0.4	350.00	140.00
05/09/17 Telephone conversation with client re: [REDACTED] (TSB)	0.3	350.00	105.00
05/11/17 Draft information needed from doctor and prepare for client (TSB)	0.4	350.00	140.00
Total			\$1,055.00
Payments/Credits			-\$1,055.00
Balance Due			\$0.00

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Attorneys and Counselors at Law

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Las Vegas, Nevada 89102-1835Telephone: (702) 438-7878
Facsimile: (702) 259-1116
www.anthonybarney.com**Invoice**

Invoice #: 2057

Invoice Date: 5/31/2017

Due Date: 6/15/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Oriand Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
05/16/17 Finalize Designation of Trustee and Successor Trustee; Draft follow-up email to Cory Colt Payne requesting financial information from trustees (TSB)	0.5	350.00	175.00
05/17/17 Draft letter to client re: [REDACTED] [REDACTED] [REDACTED] Draft Certificate of Independent Review (TSB)	0.9	350.00	315.00
05/17/17 Review/revise letter to client (ZDH)	0.2	250.00	50.00
05/22/17 Review email from Payne's assistant; Review Christian trust documents; Draft letter to client re: [REDACTED] (TSB)	0.6	350.00	210.00
05/25/17 Draft email to independent attorney re: providing an Independent review for client (TSB)	0.2	350.00	70.00
05/26/17 Review fax from client re: [REDACTED] (TSB)	0.2	350.00	70.00
Total			\$890.00
Payments/Credits			-\$890.00
Balance Due			\$0.00

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Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

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Invoice

Invoice #: 2100

Invoice Date: 6/15/2017

Due Date: 6/30/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #38
Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
06/01/17 Review Tanko's email re: certificate of independent attorney review; Draft letter to client (TSB)	0.4	350.00	140.00
06/01/17 Draft and update modification to Trust (ALB)	0.3	400.00	120.00
06/02/17 Finalize modification; Draft letter to Tanko re: modification to be reviewed with possible client and certificate needed (TSB)	0.3	350.00	105.00
06/09/17 Review email from Tanko re: certificate of independent review; Draft email to Tanko re: original certificate (TSB)	0.1	350.00	35.00
06/12/17 Runner fee plus mileage to Recorder's office to record Modification and Designation of Trustee and Successor Trustee=\$22.20 Recording fee=\$18.00 (ADM)		40.00	40.00
06/12/17 Meeting with client re: [REDACTED] [REDACTED] Draft letter to Cory Colt Payne re: preservation of trust assets and modification executed by client (TSB)	1.9	350.00	665.00
06/15/17 Review email from Joey Powell re: Christian Family Trust; Draft email in response (TSB)	0.1	350.00	35.00
Total			\$1,140.00
Payments/Credits			-\$1,140.00
Balance Due			\$0.00

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Las Vegas, Nevada 89102-1835

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Facsimile: (702) 259-1116

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Invoice

Invoice #: 2160

Invoice Date: 6/30/2017

Due Date: 7/15/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
06/19/17 Telephone conversation with client; Draft email to Joey Powell (TSB)	0.3	350.00	105.00
06/20/17 Review email from Powell re: certificate of incumbency; Draft email to Cory Colt Payne re: certificate of incumbency and safeguarding property (TSB)	0.2	350.00	70.00
06/23/17 Review email from Powell re: trust assets; Draft email to Powell re: trust documents showing assets (TSB)	0.1	350.00	35.00
06/28/17 Review Powell's email; Review letter to Cory Colt Payne by Powell; Left telephone msg. with client (TSB)	0.1	350.00	35.00
06/29/17 Telephone conversation with client; Draft email to Joey Powell re: Bluffpoint Drive property (TSB)	0.2	350.00	70.00
Total			\$315.00
Payments/Credits			-\$315.00
Balance Due			\$0.00

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Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

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Invoice

Invoice #: 2204

Invoice Date: 7/15/2017

Due Date: 7/30/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Oriand Street #39
Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff:

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
07/11/17 Draft email to Powell re: case update (TSB)	0.1	350.00	35.00
07/13/17 Review Joey Powell's email re: request for schedules; Left telephone msg. with client; Review file for trust schedules; Draft email to J. Powell re: trust documents included from prior attorney (TSB)	0.3	350.00	105.00
07/14/17 Telephone message left with client (TSB)	0.1	350.00	35.00
Total			\$175.00
Payments/Credits			-\$175.00
Balance Due			\$0.00

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Facsimile: (702) 259-1116

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Invoice

Invoice #: 2221

Invoice Date: 7/31/2017

Due Date: 8/15/2017

Case:

Client Number:

Bill To:

Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff:

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
07/17/17 Meeting with client re: [REDACTED] [REDACTED] Draft certificate of independent review; Draft email to Sean Tanko re: certificate of independent review; Review Christian Declaration of Trust (TSB)	3.2	350.00	1,120.00
07/17/17 Draft Trust documents for Nancy Christian Trust (ZDH)	3	250.00	750.00
07/18/17 Review email from Joey Powell re: Christian Family Trust matters; Draft email to Joey (TSB)	0.2	350.00	70.00
07/19/17 Review Nancy Christian Trust documents (TSB)	0.7	350.00	245.00
07/20/17 Review Joey Powell's email re: removing possible tenants in Bluff St. Property; Prepare Trust documents for Sean Tanko independent review; Draft email to Sean Tanko re: independent review (TSB)	0.5	350.00	175.00
07/21/17 Execution of trust documents; Draft 30 day notice to vacate Bluff Point Dr. property; Draft instructions to LPS (TSB)	0.7	350.00	245.00
07/23/17 Runner fee plus mileage to LPS, serve 30 Day Notice (ADM)		23.30	23.30
07/24/17 Telephone conversation with Monte; Review file for previous estate plans (ZDH)	0.3	250.00	75.00
07/24/17 Fee to serve and post 30 Day Notice (ADM)		100.00	100.00

Total**Payments/Credits****Balance Due**

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Las Vegas, Nevada 89102-1835

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Invoice

Invoice #: 2221

Invoice Date: 7/31/2017

Due Date: 8/15/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff:

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour.

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
07/31/17 Runner fee plus mileage to Recorder's office=\$22.20 Recording fees, trust documents=\$88.00 (ADM)		110.20	110.20
Total			\$2,913.50
Payments/Credits			-\$2,913.50
Balance Due			\$0.00

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3317 W. Charleston Boulevard, Suite B
Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

www.anthonysbarney.com

Invoice

Invoice #: 2270

Invoice Date: 8/15/2017

Due Date: 8/31/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
08/01/17 Review and update case status (ALB)	0.1	400.00	40.00
08/04/17 Telephone call from client; Case Discussion with ALB; Telephone call to counsel for Trustee (ZDH)	0.7	250.00	175.00
08/08/17 Telephone conversation with J. Powell (ZDH)	0.6	250.00	150.00
08/14/17 Draft Objection to Petition from Previous Trustees; Draft Subpoena to Chase Bank (ZDH)	1.2	250.00	300.00
08/14/17 Review petition from prior trustees re: taking jurisdiction over Christian Family Trust; Draft email to C. Payne re: division of trust; Discussion with Zach re: case strategy (TSB)	1.4	350.00	490.00
Total			\$1,155.00
Payments/Credits			-\$171.50
Balance Due			\$983.50

ANTHONY L. BARNEY, LTD

Attorneys and Counselors at Law

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Telephone: (702) 438-7878

Facsimile: (702) 259-1116

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Invoice

Invoice #: 2293

Invoice Date: 8/31/2017

Due Date: 9/15/2017

Case:

Client Number:

Bill To:

Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff:

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
08/15/17 Draft subpoena to Chase Bank, Draft notice of deposition, Draft/Revise Motion to dismiss (ZDH)	2	250.00	500.00
08/15/17 Revise/finalize subpoena to Chase bank; Telephone conversation with client (TSB)	0.5	350.00	175.00
08/15/17 Runner fee plus mileage to Legal Process Service, to serve Subpoena Duces Tecum to Chase Bank (ADM)		23.30	23.30
08/16/17 Draft/Revise Motion to dismiss (ZDH)	1.7	250.00	425.00
08/16/17 Draft letter to Cary Colt Payne re: thirty day notice; Draft/revise notice of motion and motion to dismiss (TSB)	3.1	350.00	1,085.00
08/17/17 Meeting with client re: [REDACTED] (TSB)	0.4	350.00	140.00
08/17/17 Review/finalize Motion to Dismiss (ZDH)	0.2	250.00	50.00
08/17/17 Efile fee for Receipt of Copy (ADM)		3.50	3.50
08/17/17 Runner fee plus mileage to Cary Payne's office to drop off Notice of Taking Deposition (ADM)		23.30	23.30
08/17/17 Efile/copy fee for Notice of Motion and Motion to Dismiss (ADM)		6.00	6.00
08/17/17 Fee to serve Subpoena Duces Tecum to Chase Bank (ADM)		70.00	70.00
08/21/17 Review Powells' email; Draft email in response; Review filed documents (TSB)	0.2	350.00	70.00

Total**Payments/Credits****Balance Due**

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Invoice

Invoice #: 2293

Invoice Date: 8/31/2017

Due Date: 9/15/2017

Case:

Client Number:

Bill To:

Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff:

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
08/22/17 Draft errata to include missing page; Draft email to Powell (TSB) (no charge)	0.4	0.00	0.00
08/22/17 Draft letter and email to Cary Colt Payne re: request for accounting and information; Review relevant trust and statutory authority (TSB)	0.8	350.00	280.00
08/23/17 Telephone conversation with J. Powell (ZDH)	0.5	250.00	125.00
08/25/17 Prepare for and attend hearing re: Payne's request to transfer to Probate Judge (ZDH)	0.3	250.00	75.00
08/28/17 Draft no cause notice to Raymond Christian, Jr.; Draft HIPAA Release for client; Draft corrective deed (TSB)	0.5	350.00	175.00
08/28/17 Runner fee plus mileage to Legal Process Service for service of Thirty Day "No Cause" Notice to Quit to Raymond Christian Jr. (ADM)		23.30	23.30
08/28/17 Fee to serve Thirty Day "No Cause" Notice to Quit to Raymond Christian, Jr.		100.00	100.00
08/30/17 Review medical records; Review Powell's email re: hearing; Draft email to Powell in response (TSB)	0.2	350.00	70.00
08/31/17 Review court's scheduling of status check; Discussion with Zach re: peremptory challenge; Draft email to Powell re: status check (TSB)	0.2	350.00	70.00
Total			\$3,489.40
Payments/Credits			\$0.00
Balance Due			\$3,489.40

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Invoice

Invoice #: 2348

Invoice Date: 9/15/2017

Due Date: 9/30/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Oriand Street #39
Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff:

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
08/31/17 Draft Peremptory challenge of Judge Sturman; Telephone conversation with Chase Bank (ZDH)	0.9	250.00	225.00
09/01/17 Fee to file peremptory challenge (ADM)		450.00	450.00
09/01/17 Telephone a conversation with Chase Bank (ZDH)	0.2	250.00	50.00
09/11/17 Review correspondence from C. Payne (TSB)	0.2	350.00	70.00
09/11/17 Prepare analysis for response from C. Payne (ALB)	0.2	400.00	80.00
Total			\$875.00
Payments/Credits			\$0.00
Balance Due			\$875.00

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Invoice

Invoice #: 2378

Invoice Date: 9/29/2017

Due Date: 10/14/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff:

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
09/15/17 Review J. Powell's joinder and objection; Discussion with Zach re: case strategy (TSB)	0.6	350.00	210.00
09/15/17 Case Discussion with TSB; Draft email to David Grant (ZDH)	0.8	250.00	200.00
09/18/17 Telephone conversation with D. Grant; Telephone conversation with J. Powell (ZDH)	0.6	250.00	150.00
09/19/17 Review Chase documents; Provide analysis re: needed case information and strategy (TSB)	0.5	350.00	175.00
09/19/17 Telephone conversation with D. Grant; Case Discussion with TSB (ZDH)	0.7	250.00	175.00
09/19/17 Scan documents received from Chase Bank (ADM)	4	75.00	300.00
09/20/17 Review Grant file; Provide analysis re: info for trustee and possible claims against prior trustees (TSB)	0.3	350.00	105.00
09/20/17 Telephone conversation with J. Powell (ZDH)	1.1	250.00	275.00
09/21/17 Draft letter to Cary Colt Payne, Esq. re: his client's breaches, accounting, return of funds; Prepare attachment and letter for delivery (TSB)	1.3	350.00	455.00
09/21/17 Review and Revise letter to C. Payne (ZDH)	0.5	250.00	125.00
09/21/17 Runner fee plus mileage to Cary Payne's office to deliver letter (ADM)		23.30	23.30
09/22/17 Telephone conversation with trustee re: trust funds and continued hearing (TSB)	0.2	350.00	70.00

Total**Payments/Credits****Balance Due**

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Invoice

Invoice #: 2378

Invoice Date: 9/29/2017

Due Date: 10/14/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
09/26/17 Draft letter to David Grant; Draft subpoenas re: IRAs, Life Insurance, and Bank accounts; Draft letter to State Bar; Case discussion with TSB (ZDH)	6.1	250.00	1,525.00
09/26/17 Telephone conversations with client; Discussion re: subpoenas needed to obtain financial information; Finalize subpoenas; Prepare for service; Draft instructions to LPS; Draft notice of taking depositions (TSB)	2.7	350.00	945.00
09/26/17 Payment to MED-R for providing client's medical records (ADM)		56.10	56.10
09/26/17 Five (5) Witness fees @ \$25.00 each = \$125.00 (Wells Fargo Bank, Vaya Financial Partners, Oxford Insurance Services, Jackson National Life Distributors and Foresters Financial Services) (ADM)		125.00	125.00
09/27/17 Draft letter to C. Payne (ZDH)	1.1	250.00	275.00
09/27/17 Review/draft/revise letter to Nevada State Bar re: David Grant; Review ethical rules and cases; Review/revise letter to David Grant; Discussion and analysis re: David Grant and violation of ethical rules (TSB)	2.9	350.00	1,015.00
09/27/17 Fee to JP Morgan Chase Bank Subpoenaed documents (ADM)		410.70	410.70
09/28/17 Telephone calls to client; Revise letter to Cary Colt Payne; Draft subpoena to Wells Fargo Advisors; Review Chase documents; Draft notice of taking deposition (TSB)	1.6	350.00	560.00

Total**Payments/Credits****Balance Due**

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Invoice

Invoice #: 2378

Invoice Date: 9/29/2017

Due Date: 10/14/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff:

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
09/28/17 Review File from David Grant; Review Person Reports on S. Payne, R. Christian, and R. Keach (ZDH)	0.7	250.00	175.00
09/28/17 Witness Fee to Wells Fargo Advisors (ADM)		25.00	25.00
09/28/17 Runner fee plus mileage to Legal Process Service to serve Subpoena to Wells Fargo Advisors Financial Network (ADM)		23.30	23.30
09/28/17 Efile fee for Notice of Taking Deposition (ADM)		6.00	6.00
09/29/17 Draft engagement agreement; Meet with client (ZDH)	1.8	250.00	450.00
09/29/17 Review engagement agreement; Prepare for meeting with client; Meeting with client; Case discussion re: future case strategy (TSB)	2.3	350.00	805.00
Total			\$8,659.40
Payments/Credits			\$0.00
Balance Due			\$8,659.40

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Invoice

Invoice #: 2404

Invoice Date: 10/16/2017

Due Date: 10/31/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
10/03/17 Telephone call to Oxford; Telephone conversation with client re: case issues; Telephone conversation with Oxford agent re: subpoena (TSB)	0.4	350.00	140.00
10/02/17 Research issues for reply (ZDH)	0.5	250.00	125.00
10/03/17 Draft Reply to Opposition to Motion to Dismiss (ZDH)	0.6	250.00	150.00
10/04/17 Draft/Revise Reply to Opposition to Motion to dismiss; Case discussion; Telephone conversation with Jackie; File pleading (ZDH)	4.8	250.00	1,225.00
10/04/17 Draft/revise/reply Reply to Opposition to Motion to Dismiss; Review file and prepare exhibits to Reply (TSB)	3.8	350.00	1,330.00
10/05/17 Telephone conversation with D. Kelfer; Draft Letter to C. Payne (ZDH)	0.9	250.00	225.00
10/05/17 Review email from Kiefer re: SAO to postpone hearing; Review and execute SAO to postpone hearing; Draft email to Kiefer re: SAO (TSB)	0.4	350.00	140.00
10/05/17 Legal Process Service Fees - Service of Four Subpoena Duces Tecum (ADM)		280.00	280.00
10/06/17 Draft /revise letter to Mr. Payne re: fraudulent transfer and returning trust funds to trustee (TSB)	0.5	350.00	175.00
10/11/17 Review Forester documents; Draft email to Lindsay with Forester re: life insurance policy; Review court documents and prepare for court hearing (TSB)	2.5	350.00	875.00

Total**Payments/Credits****Balance Due**

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3317 W. Charleston Boulevard, Suite B
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Invoice

Invoice #: 2404

Invoice Date: 10/16/2017

Due Date: 10/31/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
10/12/17 Review documents received from Wells Fargo and Wells Fargo Advisors (ZDH)	1	250.00	250.00
10/12/17 Review Wells Fargo documents received pursuant to subpoena (TSB)	0.6	350.00	210.00
10/13/17 Draft Declarations for Raymond Iokia and Jackie Utkin; Telephone conversation with Jackie (ZDH)	3.4	250.00	850.00
10/13/17 Review letter from Mr. Payne; Discussion with Zach re: case issues	0.2	350.00	70.00
Total			\$6,045.00
Payments/Credits			\$0.00
Balance Due			\$6,045.00

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3317 W. Charleston Boulevard, Suite B
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Facsimile: (702) 259-1116
www.anthonybarney.com**Invoice**

Invoice #: 2434

Invoice Date: 10/31/2017

Due Date: 11/15/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
10/11/17 Parking fee to attend hearing (ADM)		2.00	2.00
10/12/17 Fee to Legal Process Service to serve Five-Day Notice of Unlawful Detainer (ADM)		100.00	100.00
10/16/17 Draft joint petition with various claims against former trustees (TSB)	2.3	350.00	805.00
10/16/17 Revise declarations; Draft letter to C. Payne (ZDH)	2.8	250.00	700.00
10/17/17 Case discussion re: eviction; Review affidavit of service of five day notice; Draft complaint for unlawful detainer; Prepare exhibits (TSB)	2.5	350.00	875.00
10/17/17 Telephone conversation with J. Powell; Draft email to J. Powell (ZDH)	0.8	250.00	200.00
10/18/17 Review J. Powell's joinder; Meeting with client re: [REDACTED]; Revise complaint for unlawful detainer (TSB)	2.6	350.00	910.00
10/18/17 Telephone conversation with S. Liufau, Revise letter to C. Payne. (ZDH)	1.2	250.00	300.00
10/19/17 Prepare for and attend hearing; Conversation with J. Powell re: case issues (TSB)	1.8	350.00	630.00
10/19/17 Prepare for and attend hearing (ZDH)	0.7	250.00	175.00
10/19/17 Parking fee to attend hearing = \$3.00 (ADM)		3.00	3.00
10/20/17 Revise counterpetition (ZDH)	0.7	250.00	175.00

Total**Payments/Credits****Balance Due**

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Invoice

Invoice #: 2434

Invoice Date: 10/31/2017

Due Date: 11/15/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
10/20/17 Finalize and file complaint for unlawful detainer; Draft ex parte application of OSC; Draft affidavit in support of ex parte application for OSC; Draft emails to J. Powell re: reviewing and signing complaint and ex parte application; Review emails from J. Powell re: changes to complaint and ex parte application; Prepare documents for VOYA; Draft letter to VOYA for Raymond Christian documents; Prepare exhibits for complaint; Prepare complaint for filing (TSB)	4	350.00	1,400.00
10/20/17 Extra Fee to Voya Financial Partners, LLC for document retrieval (ADM)		25.00	25.00
10/20/17 Efile fee for Complaint for Unlawful Detainer		75.70	75.70
10/25/17 Review filed complaint; Prepare ex parte application for OSC for filing; Finalize affidavit and exhibits thereto; Telephone conversation with court clerk re: OSC timeline (TSB)	1.2	350.00	420.00
10/25/17 Efile fee for Ex Parte Application for Order to Show Cause Why a Temp. Writ of Restitution Should Not Issue (ADM)		3.50	3.50
10/31/17 Runner fee to drop off Summons, Complaint and OSC to Legal Process Service (ADM)		23.30	23.30
Total			\$6,822.50
Payments/Credits			\$0.00
Balance Due			\$6,822.50

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Invoice

Invoice #: 2478

Invoice Date: 11/15/2017

Due Date: 11/30/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
10/31/17 Draft email to J. Powell; Review email from J. Powell; Prepare documents for review (TSB)	0.6	350.00	210.00
10/31/17 Revise email to J. Powell (ZDH)	0.2	250.00	50.00
11/01/17 Discuss judge's order from motion to dismiss hearing (TSB)	0.2	350.00	70.00
11/02/17 Review judge's order; Begin draft objection; Draft counterpetition (TSB)	1.3	350.00	455.00
11/02/17 Telephone conversation to J. Powell (ZDH)	0.1	250.00	25.00
11/03/17 Draft petition for accounting; Draft emails to J. Powell re: petition for accounting; Prepare exhibits; Draft notice of hearing (TSB)	3.4	350.00	1,190.00
11/03/17 Review file; Draft Objection and Counterpetition; Review Petition Re: accounting (ZDH)	2.8	250.00	700.00
11/03/17 Efile fee for Joint Petition for Review of Former Trustees Refusal to Provide a Proper Accounting (ADM)		3.50	3.50
11/03/17 Efile fee for Notice of Hearing (ADM)		3.50	3.50
11/06/17 Draft/revise Objection and counterpetition (ZDH)	3.7	250.00	925.00
11/07/17 Draft/revise objection and counterpetition; Research issues and case law (TSB)	4.1	350.00	1,435.00
11/07/17 Case discussion with TSB (ZDH)	0.6	250.00	150.00

Total**Payments/Credits****Balance Due**

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Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
11/08/17 Scan Chase Bank documents into client file in preparation for requests for production (ADM)	3	75.00	225.00
11/08/17 Revise/finalize Objection and Counterpetition; Review file and prepare exhibits; Draft email to J. Powell (ZDH)	5.4	250.00	1,350.00
11/09/17 Fee to serve subpoenas to Voya Financial=\$75.00 and to Jackson National=\$55.00 on 10/05/17; Fee for service of complaint for unlawful detainer to Raymond Christian, Jr. = \$85.00 on 11/02/17 (ADM)		215.00	215.00
11/09/17 Meet with client [REDACTED]; Revise Objection and counterpetition based on additional details provided by client (ZDH)	3.9	250.00	975.00
11/13/17 Review J. Powell's email; Review letter from CCP to J. Powell; Revise/finalize petition for filing; Telephone call to client re: [REDACTED] Begin draft of responses to interrogatories (TSB)	2.7	350.00	945.00
11/13/17 Runner fee plus mileage to Family court to order Transcript = \$28.80; Transcript cost = \$12.00 (ADM)		40.80	40.80
11/13/17 Efile fee for Joint Objection to Petition to Assume Jurisdiction of Trust and Counterpetitions (ADM)		3.50	3.50
11/14/17 Draft/revise and finalize responses to interrogatories for client's review; Draft responses to requests for production (TSB)	3.1	350.00	1,085.00

Total**Payments/Credits****Balance Due**

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Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
11/14/17 Draft and file NOH, Review and Revise discovery responses (ZDH)	0.6	250.00	150.00
11/14/17 Efile/copy fees for Notice of Hearing (ADM)		3.50	3.50
11/15/17 Meeting with client re; [REDACTED] [REDACTED] Draft letter to LVMPD; Review documents (TSB)	3	350.00	1,050.00
Total			\$11,259.80
Payments/Credits			\$0.00
Balance Due			\$11,259.80

ANTHONY L. BARNEY, LTD

Attorneys and Counselors at Law

3317 W. Charleston Boulevard, Suite B
Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

www.anthonylbarney.com

Invoice

Invoice #: 2535

Invoice Date: 11/30/2017

Due Date: 12/15/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
11/16/17 Draft/revise discovery responses; Review file; Gather documents in response to production requests (TSB)	2.4	350.00	840.00
11/17/17 Finalize discovery responses; Review file documents; Redact and process documents for production to Mr. Payne; Draft ROC (TSB)	3.1	350.00	1,085.00
11/17/17 Review Video Transcript; Draft Supplement to CounterPetition (ZDH)	1.1	250.00	275.00
11/21/17 Draft email to J. Powell (ZDH)	0.3	250.00	75.00
11/22/17 Provide instructions re: future case strategy and possible motion for summary judgment; Review emails from Joey Powell (TSB)	0.5	350.00	175.00
11/17/17 Runner fee plus mileage to deliver discovery responses to Carey Payne's office (ADM)		23.30	23.30
11/27/17 Review answer/objection filed by Raymond Jr in the unlawful detainer case (TSB)	0.2	350.00	70.00
11/28/17 Draft reply in unlawful detainer action; Perform research on case issues (TSB)	3.3	350.00	1,155.00
11/28/17 Revise supplement and forward to J. Powell and TSB (ZDH)	0.9	250.00	225.00
11/29/17 Review J. Powell's email; Review file and prepare exhibit to reply; Prepare reply for filing; Review J. Powell's email (TSB)	0.5	350.00	175.00
Total			
Payments/Credits			
Balance Due			

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Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

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www.anthonybarney.com

Invoice

Invoice #: 2636

Invoice Date: 11/30/2017

Due Date: 12/15/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
11/29/17 Efile fee, Reply To Defendant's Objection To Temporary Writ of Restitution (ADM)		3.50	3.50
Total			\$4,101.80
Payments/Credits			\$0.00
Balance Due			\$4,101.80

ANTHONY L. BARNEY, LTD

Attorneys and Counselors at Law

3317 W. Charleston Boulevard, Suite B
Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

www.anthonybarney.com

Invoice

Invoice #: 2560

Invoice Date: 12/15/2017

Due Date: 12/29/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Oriand Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
11/30/17 Review case docket re: hearings; Draft email to J. Powell; Draft order for temporary writ of restitution; Draft temporary writ of restitution (TSB)	0.5	350.00	175.00
12/05/17 Attend justice court hearing on unlawful detainer action and order to show case hearing; Telephone call to client re: [REDACTED] (TSB)	3.4	350.00	1,190.00
12/05/17 Parking fee (ADM)		2.00	2.00
12/06/17 Review J. Powell's petition (ZDH)	0.3	250.00	75.00
12/06/17 Review Former Trustee's Reply to the accounting petition; Review J. Powell's petition and make suggested changes in line with client's wishes; Telephone conversation with J. Powell (TSB)	3.8	350.00	1,330.00
12/06/17 Review correspondence regarding assets (ALB)	0.1	400.00	40.00
12/07/17 Draft subpoena for Susan Payne's bank account (ZDH)	0.6	250.00	150.00
12/07/17 Review letter from anonymous person; Finalize corrections to trustee's pleading; Draft email to J. Powell; Review financial records; Telephone conversation with Jackson National re: new account information; Draft email to Wells Fargo re: additional account information (TSB)	2.2	350.00	770.00
12/08/17 Attend hearing re: Payne's request to have the matter heard by the judge (ZDH)	0.3	250.00	75.00

Total**Payments/Credits****Balance Due**

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Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

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Invoice

Invoice #: 2560

Invoice Date: 12/15/2017

Due Date: 12/29/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
12/11/17 Review J. Powell's email; Review latest Republic Services bill; Draft email in response to J. Powell (TSB)	0.2	350.00	70.00
12/12/17 Review J. Powell's email re: case update; Review msgs re: Nancy's condition (TSB)	0.2	350.00	70.00
12/13/17 Review filed motion; Draft email to J. Powell re: affidavit needed; Visit to Nancy (TSB)	1.6	350.00	560.00
12/13/17 Meeting with client in the hospital (ZDH)	1	250.00	250.00
12/14/17 Draft email to J. Powell; Telephone conference with ALB, TSB, and J. Powell re: death of client and the pending litigation (ZDH)	1.2	250.00	300.00
12/14/17 Draft NOH on Petitions; Telephone conversation with trustee re: Nancy's passing; Telephone conversations with J. Powell re: case issues (TSB)	1.8	350.00	630.00
12/14/17 Telephone conference with Joey Powell regarding current litigation and death of the client (ALB)	0.7	400.00	280.00
12/14/17 Efile/copy fee, Notice of Hearing (ADM)		3.50	3.50
Total			\$5,970.50
Payments/Credits			\$0.00
Balance Due			\$5,970.50

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Facsimile: (702) 259-1116

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Invoice

Invoice #: 2591

Invoice Date: 12/31/2017

Due Date: 1/15/2018

Case:

Client Number:

Bill To:

Nancy Christian

304 Orland Street #39

Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff:

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
12/15/17 Draft correspondence to J. Powell; Telephone conversation with J. Powell; Begin preparation of suggestion of death (TSB)	2.5	350.00	875.00
12/15/17 Case discussion re: death of client (ZDH)	0.5	250.00	125.00
12/19/17 Telephone conversation with Trustee re: former trustees attempting to obtain remains of client against her wishes; Telephone conversation with Brandy at crematory; Review Nancy's Last Will and Testament; Prepare fax letter to Brandy with Last Will and Testament; Telephone conversations with J. Powell re: funeral home issues (TSB)	1.7	350.00	595.00
12/19/17 Received call from attorney at funeral home regarding cremation dispute; Prepare instructions for estate matters (ALB)	0.3	400.00	120.00
12/19/17 Draft email to J. Powell (ZDH)	0.5	250.00	125.00
12/20/17 Telephone call to Trustee re: lockout of Bluffpoint Dr. Property; Prepare instructions to constable (TSB)	0.3	350.00	105.00
12/20/17 Constable's fee (ADM)		41.00	41.00
12/20/17 Filing fee for Writ = \$75.00; Bond Amount = \$250.00 (ADM)		325.00	325.00
12/27/17 Telephone conversation with All American Locksmith re: delivery of keys to Bluff Point Dr property (TSB)	0.2	350.00	70.00

Total**Payments/Credits****Balance Due**

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Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

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Invoice

Invoice #: 2591

Invoice Date: 12/31/2017

Due Date: 1/15/2018

Case:

Client Number:

Bill To:

Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff:

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
12/28/17 Call to Trustee re: keys to Bluff Point Dr. home; Telephone conversation with J. Powell re: case issues and address of former trustees (TSB)	0.3	350.00	105.00
12/28/17 Telephone call to J. Utkin, Re: acting as Trustee of the Christian Family Trust (ZDH)	0.2	250.00	50.00
Total			\$2,536.00
Payments/Credits			\$0.00
Balance Due			\$2,536.00

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Attorneys and Counselors at Law

3317 W. Charleston Boulevard, Suite B

Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

www.anthonybarney.com

Invoice

Invoice #: 2659

Invoice Date: 1/15/2018

Due Date: 1/30/2018

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff:

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
01/03/18 Telephone conversation with J. Powell (ZDH)	0.7	250.00	175.00
01/11/18 Telephone conversation with J. Powell (ZDH)	0.3	250.00	75.00
01/11/18 Review NRCP 25; Draft email to Powell re: motion for substitution of Nancy's estate for Nancy (TSB)	0.2	350.00	70.00
01/12/18 Telephone conversation with J. Kirschner (ZDH)	0.3	250.00	75.00
01/15/18 Review substitution from Powell; Draft email to Powell re: substituting estate and filing motion (TSB)	0.1	350.00	35.00

Total \$430.00**Payments/Credits** \$0.00**Balance Due** \$430.00

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Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

www.anthonysbarney.com

Invoice

Invoice #: 2720

Invoice Date: 1/31/2018

Due Date: 2/15/2018

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff:

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
07/19/17 Postage to Nancy Christian (ADM)		3.29	3.29
08/31/17 Clark County Recorder's office - fee for recordation of trust documents (ADM)		36.00	36.00
12/19/17 Postage to Joseph Powell, Esq. (ADM)		2.45	2.45
12/28/17 All American Locksmith - Fee to changes locks at BluffPoint Dr. Property (ADM)		28.00	28.00
01/17/18 Court Appearance (ZDH)	1.4	250.00	350.00
01/17/18 Discussion with Zach re: court appearance and future case issues (TSB)	0.2	350.00	70.00
01/22/18 Draft email to opposing counsel (ZDH)	0.1	250.00	25.00
01/25/18 Draft correspondence to counsel for new trustee re: payment of fees and lien on cases; Draft petition for fees and costs; Draft memorandum of costs and disbursements; Review billing statements (TSB)	3.8	350.00	1,330.00
01/25/18 Payment to Wells Fargo for requested discovery documents in Christian Family Trust matter. Invoice #254711 (ADM)		63.00	63.00
01/25/18 Draft email to opposing counsel (ZDH)	0.1	250.00	25.00

NOT A FINAL
BILL

Total \$1,932.74**Payments/Credits** \$0.00**Balance Due** \$1,932.74

Attachment 2



Layne T. Rushforth, J.D.
Managing Partner
Licensed in Nevada & Utah
layne@rkllegal.com

Kennedy E. Lee, J.D.
Partner
Licensed in Nevada
kenny@rkllegal.com

Daniel P. Kiefer, J.D.
Partner
Licensed in Nevada
dan@rkllegal.com

Joseph J. Powell, J.D.
Of Counsel
Licensed in Nevada & California
joey@rkllegal.com

January 4, 2018

Sent via U.S. mail and via e-mail to tiffany@anthonybarney.com

Tiffany Barney, Esq.
Anthony Barney, Ltd.
3317 W. Charleston Blvd, Suite B
Las Vegas, Nevada 89102-1835

Re: Christian Family Trust/your letter dated December 19, 2017
(Our File: 7745)

Dear Tiffany:

I am in receipt of your letter dated December 19, 2017 in which you have requested that my client, Monte Reason, the trustee of the Christian Family Trust (the "Trust"), either approve or reject, in writing, your request for payment from the Trust for the work that you performed on behalf of the late Nancy Christian relating to her rights as a co-settlor, and sole beneficiary, of the Trust during her lifetime.

I have spoken with Mr. Reason about your request and Mr. Reason has authorized me to confirm for you, via this correspondence, that he approves your request for payment in its entirety. With this said, as you are aware, Mr. Reason has no access to the liquid funds belonging to the Trust because of the actions taken by the former trustees of the Trust, Susan G. Christian-Payne, Raymond T. Christian, Jr., and Rosemary K. Christian-Keach, and in turn their attorney, Mr. Payne, who have placed all of the liquid funds in Mr. Payne's attorney trust account. As you are aware, a petition is pending before the Honorable Judge Ochoa to have this issue rectified. Therefore, please allow this to confirm that Mr. Reason intends to make payment on your fees when he is able to do so. However, as stated, he cannot do so at this time and does not know precisely when he will have the funds under his actual control to be able to issue payment to your firm.

Thank you for your attention to this matter. Please feel free to contact me at your convenience should there be a need to discuss this matter further.

Sincerely,

JOSEPH J. POWELL
Attorney at Law

cc: client

Exhibit 5

1 ANTHONY L. BARNEY, ESQ.
NV State Bar No. 8366
2 TIFFANY S. BARNEY, ESQ.
NV State Bar No. 9754
3 ZACHARY D. HOLYOAK, ESQ.
4 NV State Bar No. 14217
5 ANTHONY L. BARNEY, LTD.
3317 W. Charleston Boulevard, Suite B
6 Las Vegas, NV 89102-1835
Telephone: (702) 438-7878
7 Facsimile: (702) 259-1116
E-Mail: office@anthonybarney.com
8 *Prior Attorneys for Nancy Christian,*
9 *Creditors of The Nancy Christian Trust*

10 EIGHTH JUDICIAL DISTRICT COURT

11 CLARK COUNTY, NEVADA

12 In the Matter of the

Case Number: P-17-092512-T

13 THE CHRISTIAN FAMILY TRUST

Dept.: S

14 Dated October 11, 2016

15 **MEMORANDUM OF COSTS AND DISBURSEMENTS**

16		
17	Filing Fees	\$ 636.50
18	Runner Fees	\$ 259.60
19	Postage Fees	\$ 5.74
20	Witness Fees	\$ 150.00
21	Service of Process Fees	\$ 865.00
22	Recording Fees	\$ 142.00
23	Parking Fees	\$ 7.00
24	Transcript Fees	\$ 12.00
25	Constable Fees	\$ 41.00
26	Bond	\$ 250.00
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Locksmith Fees \$ 108.33

Discovery Document Fees:

MED-R \$ 56.10

Chase Bank \$ 410.70

Voya \$ 25.00

Wells Fargo \$ 63.00

TOTAL: \$ 3,031.97

I, Tiffany Barney, Esq., declares the following under penalty of perjury: I am the Declarant herein and am an employee of Anthony L. Barney, Ltd., in the above-entitled matter and have personal knowledge of the above costs and disbursements expended; that the items contained in the above memorandum are true and correct to the best of this Declarant's knowledge and belief; and that the said disbursements have been necessarily incurred and paid in this action. I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED on this 8th day of February, 2018.

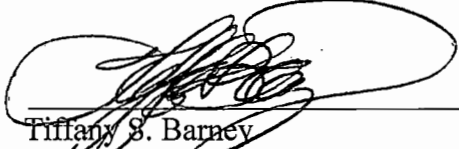
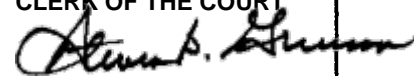

Tiffany S. Barney

EXHIBIT “B”



OPPS

CARY COLT PAYNE, ESQ.
Nevada Bar No. 4357
CARY COLT PAYNE, CHTD.
700 South Eighth Street
Las Vegas, Nevada 89101
(702) 383-9010
carycoltpaynechtd@yahoo.com
Attorney for Petitioner

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of)	Case No.:	P-17-092512-T
)	Dept. No.:	S (Probate)
THE CHRISTIAN FAMILY)		
TRUST u.a.d. 10/11/16)	Date:	3/15/18
)		(Monte Reason Application)
~~~~~	)	Time:	2:00 PM
SUSAN CHRISTIAN-PAYNE,	)		
ROSEMARY KEACH AND	)		
RAYMOND CHRISTIAN	)	Date:	4/4/18
Petitioners,	)		(Barney firm Petition)
-vs-	)	Time:	2:00 PM
	)		
NANCY I CHRISTIAN and	)		
MONTE REASON and	)		
JACQUELINE UTKIN	)		
Respondents.	)		
~~~~~	)		

**PETITIONERS COMBINED OPPOSITION TO
(1) BARNEY FIRM PETITION FOR FEES, ETC.
(2) MONTE REASON'S APPLICATION FOR REIMBURSEMENT**

COMES NOW Petitioners, SUSAN CHRISTIAN-PAYNE, ROSEMARY KEACH and RAYMOND CHRISTIAN, original co-trustees and primary beneficiaries of The Christian Family Trust u.a.d. 10/11/16, by and through their attorney, CARY COLT PAYNE, ESQ., of the lawfirm of CARY COLT PAYNE, CHTD., hereby submits this Combined Opposition to (1) Barney Firm's Petition for Fees and (2) Monte Reason's Application for Reimbursement, which is made and based upon the attached Points and Authorities, Exhibits, pleadings on file to date, and any oral argument that the Court may allow at the time of the hearing.





POINTS AND AUTHORITIES

A. Introduction

The Barney firm seeks the outrageous amount of \$62,105.64 to be paid from The Christian Family Trust. First, they do not have the legal standing to bring this petition, as they are not interested persons (NRS 132.185). Also see Linthicum v. Rudi, 122 Nev. 1452, 1455, 148 P.3d 746, 748 (2008), recognizing, generally that only an interested person has standing to seek judicial intervention in a trusts' administration. Decision and Order filed 10/31/17, Cf. pg 5, lines 16-21.

Secondly, there is neither contractual trust-right nor statutory authority to award any sort of legal fees to the "creditors" of a dead income beneficiary. Discretionary trust beneficiaries do not have any fixed or vested property rights in the trust. NRS 163.4185(1)(c) and NRS 164.419. NRS 163.417 expressly limits creditors from seeking court intervention in certain matters, including discretionary trusts. [limitations on actions of creditors and courts]

The Barney firm is, admittedly a creditor of Nancy Christian (or her personal estate), a now deceased income beneficiary. When Nancy died, all of her rights in the trust were divested. In an effort to attempt to lift the restraints on alienation, the Barney firm makes factual misrepresentations, which have never been proven in the matter, or even in this petition for fees. According to the Barney firm's invoices, they have failed to mitigate the amount requested by the funds paid to them by Nancy Christian during her lifetime. (Exhibit "B")



1 This matter originally commenced after Raymond Christian's death (1/31/17), by
2 Nancy Christian wanting \$5,000 per month from the trust. At Article IV, paragraph 4.3:

4 **4.3 Survivor's Trust.** Any remaining property, both income and principal of this
5 Trust estate shall be retained in the Survivor's Trust for the benefit of the Survivor
6 and the Trustee shall hold, manage, invest and reinvest the Survivor's Trust and
7 shall collect the income therefrom and dispose of the net income and principal as
8 follows:

9 (a) During the lifetime of the Survivor, the Trustee, in the **Trustee's sole**
10 **discretion**, may pay to the Survivor all of the net income of the Trust estate, as the
11 Trustee may determine necessary, in the **Trustee's sole discretion**, for the health,
12 education, support and maintenance of the Survivor.

13 (b) If, in the opinion of the Trustee, the income from all sources of which Trustee
14 has knowledge shall not be sufficient for the health, education, support and
15 maintenance of the Survivor. the Trustee is authorized to use and may expend
16 such part of the Trust principal as may be necessary to meet such needs.

17 The Christian Family Trust is a form of directed (discretionary) trust with a
18 spendthrift provision. (see NRS 163.553 et.seq.) The Trust only provided that the
19 Petitioners, as Co-Trustees of the trust, in their sole and absolute discretion may pay
20 Nancy, who only held a right to income during her life, and pursuant to the co-trustee's
21 absolute discretion. (Trust Para 4.3, page 7) This was confirmed by the court's Decision
22 and Order, page 4, lines 2-6.

23 The Petitioners reasonably sought, and within their fiduciary duties, that Nancy
24 should at a minimum, explain what she needed \$5,000 per month for, as she did have her
25 own income, and was residing in her condo. These provisions of the Trust provided the
26 Petitioners absolute discretion, and has no duty to even act reasonably. (see NRS
27 163.419(2))

28 MONTE REASON'S APPLICATION FOR REIMBURSEMENT

At the outset, the amount of \$37,095 in attorney's fees over a six month period of
time, having filed one motion, edited by Nancy's attorney (according to billing records),
and a response, filed prior to Nancy Christian's death, and Noticed to be heard long after
she dies, is usurious. Second, as Monte Reason historically did not have such means to



1 advance such funds, where did he obtain the funds to pay the Rushforth firm? If the
2 funds came from Nancy's probate estate prior to any probate being conducted, it is a
3 problem.
4

5 Monte's application is a request for attorney's fees, guised as reimbursement. It is
6 still a request for attorney's fees, which must contain the Rushforth firm's billing
7 statements as well as their application of the *Brunzell* factors, plus a full recapitulation
8 (with proofs of payment, receipts, etc.) of each and every dime Monte allegedly spent on
9 behalf of the trust. This application is an end-run around Nevada law and/or rules.
10 Stating that they will provide any such documentation only to Jacqueline Utkin and her
11 attorney, also violates the rules, and is disingenuous. All documents should have been
12 prepared, filed and served to all parties, and as such notice is improper, and due process
13 has not been met in this instance. Also see, Love v. Love, 114 Nev. 572, 582, 959 P.2d,
14 523, 529 (1998) (concluding that the district court's grant of attorney fees based upon
15 sealed billing statements unfairly prejudiced and precluded the opposing party from
16 disputing the legitimacy of the award).
17

18
19 The court had jurisdiction over the Trust. Monte Reason was not confirmed by the
20 as the trustee of the trust. Because someone was nominated, it does not, with a pending
21 court matter, make them the bona fide fiduciary. If so, anyone could simply claim they
22 are a trustee.

23 In Pahlmann v. First Natl. Bank of Nev., 86 Nev. 157, 465 P.2d 615 (1970), the
24 Supreme Court held that a trustee requires some affirmative act. If there was no
25 affirmative act, there was no acceptance. The court had issues with Monte's ability to
26 serve in its Decision and Order, filed 10/31/17, and did not confirm him as trustee.

27
28 In the application, Monte's counsel admitted he did "nothing", as there was nothing
to do. How does this justify a \$37,000 request?

BARNEY FIRM'S PETITION FOR FEES***B. The Trust does not hold Community Property***

The Motion states "Nancy has community property with the Trust. (pg 15, lines 11-12), without denoting what trust property was "community property". All of the "liquid" property in the Christian Trust was Trustor Raymond Christian's separate property. The Trust (at top page 4), maintained that any property transferred into the trust maintains its character. As such the Barney firm, while being a personal creditor of Nancy Christian, by way of community property arguments, is not a creditor of the Christian Family Trust. Nancy did not contribute a single penny or separate property to the trust corpus, despite the Petition's quoting the preamble that all property retain its original character, etc. Any purported community property "claim" must first be brought in Nancy's personal estate pursuant to NRS Chapter 147, et.seq. (NRS 147.100), or in this case the personal representative of her probate estate.

C. Mistreatment of Nancy Christian

None of these assertions/allegations (Petition, pages 2-6) were, to date, never proven, and as such are, at this point hearsay, or double hearsay, or the Barney firm's opinion, and are inadmissible, and should be given no weight. The useless reiteration of all of the "alleged wrongs" of the petitioners to their mother, when Nancy cannot be deposed or cross examined is hearsay, and are useless attempts to justify their exorbitant fees.

The same holds true of the Declarations of Jacqueline Utkin, who, while living in Hawaii, has no percipient knowledge as a witness. What she may know, came from Nancy Christian, and is hearsay. Anything she may have said to the Barney firm, which was told to her by Nancy is double hearsay. Both inadmissible at this point. Nevertheless, it is a deflection away from and an "emotional" tug, to have this court grant



1 attorney's fees, when the trust does not provide for it, and when the actions taken did not
2 benefit the trust.

3
4 ***D. Distributions Prior to Nancy's Death do not release restraint on alienation***

5 At page 6, lines 9-12, there is another misrepresentation of fact, wherein Barney
6 improperly claims that the trust did not provide for any distributions prior to the second
7 Trustor's death. Does the Barney firm really expect to be called as witnesses in these
8 matters. It is irrelevant, the alienation of the restraint cannot be removed. See also, *In*
9 *Re Frej*, 133 Ad. Op. 8 (3/2/17) at page 6-7 (courtesy copy attached)

10 The Trust, specifically at paragraph 6.1 and that at the end of paragraph 6.1(g),
11 does make such a provision, which states:

12 **6.1 Specific Bequest.** Upon the death of both Trusters, the Trustee shall first sell
13 the Trustors' primary residence located at 1060 Dancing Vines, Ave., Las Vegas,
14 Nevada, and the proceeds from the sale of such home shall be distributed as
follows.....

15 (g) Notwithstanding anything to the contrary hereinabove, any amounts to be
16 distributed to TOMMY L. CHRISTIAN, CHRISTOPHER A. CHRISTIAN, or MONTE
17 B. REASON in Sections 6.1(c), (e) and (f) above, are to be held, in Trust, for and
distributed to them, respectively, for their health, education, maintenance and
support, in the sole and unfettered discretion of the Successor Trustees.

18 **Moreover, in the event the home referred to in this Section 6.1 was sold prior**
19 **to the Survivor's death,** then an amount equal to the net proceeds from such
earlier sale shall be set aside to be held and distributed pursuant to the
above terms of this Section 6.1. [Emphasis added]

20 The home referred to therein was the real property located at 1060 Dancing Vines
21 Avenue, Las Vegas, Nevada 89183. The closing of sale took place (Feb. 2017) after the
22 death of Raymond Christian (1/31/17). The trust specifically provides for the distribution
23 of the proceeds of sale of this named real property prior to any surviving trustor's death.

24 ***E. The Trust Has no Provision(s) to Pay any of Nancy's Creditors***

25 When Nancy died, her interest in the trust were divested. Nevada law forbids the
26 payment to Nancy's creditors. NRS 163.417 states the creditor shall not and a court
27 cannot order payments to creditors.
28



1 This Trust was established under Nevada law and has valid spendthrift provisions,
2 pursuant to NRS Chapter 166. The trust, was only obligated to only pay Nancy income,
3 subject to the trustees sole discretion, during her lifetime. When she died, that right
4 vanished.
5

6 The Christian Family Trust at Article 4 (age 6) states:

7 **ARTICLE 4 : DISTRIBUTION OF INCOME AND PRINCIPAL**
8 **UPON THE DEATH OF A TRUSTOR**

9 **4.1 Decedent and Survivor Defined.** Reference to the "Decedent" shall refer to
10 either of the Trustors whose death shall first occur and reference to the "Survivor"
11 shall refer to the surviving Trustor.

12 **4.2 Payment of Debts.** After the death of the Decedent, the Trustee may, in the
13 Trustee's sole discretion, pay from the income and/or principal of the Decedent's
14 separate property and Decedent's one-half of the community property, which is a
15 part of this Trust estate, the administrative expenses, the expenses of the last
16 illness and funeral of the Decedent and any debt owed by the Decedent.

17 In this matter, the Decedent is the first of the trustor's to die, to wit: Raymond
18 Christian, Sr. (dod 1/31/17) The Trust makes absolutely no provision for the payment of
19 any creditors of the survivor trustor, Nancy Christian. Therefore, the Christian Family
20 Trust is not responsible to pay for Nancy's creditors, which are her personal debts.
21

22 The argument that ¶4.2 is an authority to pay her debts and ignore ¶4.1 is
23 disingenuous and is not a proper reading of the trust terms. Both the Barney firm, and
24 now Mr. Kirschner seem to ignore ¶4.1 altogether, and as such have made material
25 omissions to the court. That ¶4.1 specifically defines who the "Decedent" and the
26 "Survivor" are.

27 The Christian Family Trust makes no provision for the payment of any creditors for
28 the surviving Trustor of the Trust. Therefore, the Christian Family Trust is not responsible
to pay the Barney firm as a creditor for Nancy's debts.



F. Barney et.al. are Creditors of Nancy's personal estate

A spendthrift trust is still a contractual relationship and intended to effectuate a non-probate matter/transfers. NRS 166.040. A spendthrift trust is an agreement, and a way to effectuate a non-probate transfer ultimately for the intended beneficiaries, with protections from creditors, pursuant to NRS 111.721¹.

NRS 111.779 was amended (AB 314, effective 10/1/17) to read as follows (in pertinent part):

NRS 111.779 Liability of nonprobate transferee; proceedings to impose liability; payment of claims against nonprobate assets.

12. Except as otherwise provided in subsection 13, notwithstanding any provision of this section to the contrary:

(a) A creditor has no claim against:

(6) An irrevocable trust or amounts payable from a trust if the trust was properly created as a valid spendthrift trust under chapter 166 of NRS, except with respect to property transferred to the trust by the decedent to the extent permitted under subsections 1, 2 and 3 of NRS 166.170.

The Barney firm admits they are Nancy Christian's creditors (Petition page 1, line 8-9, 17, 28; page 10, line 19-20, etc). As such they are required to follow the creditor claim process is established pursuant to NRS Title 12 (probate) Chapter 147 et.seq. . Also see, In Re Dickersons Estate, 51 Nev. 69, 268 P. 769 (1928)

Nancy only had a mere "beneficial right" to income, subject to the co-trustees discretion. Because discretionary trust beneficiaries do not have any fixed or vested property rights in their trusts. The remaining trust corpus passes to the residual beneficiaries (Petitioners and other children of the trustors) upon Nancy's death.

1 NRS 111.721 "Nonprobate transfer" defined. (in pertinent part)

1. "Nonprobate transfer" means a transfer of any property or interest in property from a decedent to one or more other persons by **operation of law or by contract** that is effective upon the death of the decedent..... [Emphasis added]





The Nevada Supreme Court, *In the Matter of Jane Tiffany Living Trust*, 177 P.3d 1060 (Nev., 2008) (courtesy copy attached), the Nevada Supreme Court opined that a party was, in actuality seeking payment of a claim, and was in fact, a creditor of the decedent's personal estate, not the Tiffany Trust.

Hence, the Barney firm does not even have the requisite standing to even bring the Petition for Fees to be paid from the trust. They are creditors of Nancy Christian's personal estate, not an actual creditor of the Trust. They must file a creditor's claim under Nancy Christian's personal probate estate for any fees. (NRS 147.010)

G. Spendthrift Trust Provisions

The trust is a valid Nevada spendthrift (NRS 166.040) - the trust contained a spendthrift provision at Article 14, which states:

ARTICLE 14: GENERAL PROVISIONS

14.1 Controlling Law. This Trust Agreement is executed under the laws of the State of Nevada and shall in all respects be administered by the laws of the State of Nevada; provided, however, the Trustees shall have the discretion, exercisable at any later time and from time to time, to administer any trust created hereunder pursuant to the laws of any jurisdiction in which the Trustees, or any of them, may be domiciled, by executing a written instrument acknowledged before a notary public to that effect, and delivered to the then income beneficiaries. If the Trustees exercise the discretion, as above provided, this Trust Agreement shall be administered from that time forth by the laws of the other state or jurisdiction.

14.2 Spendthrift Provision. No interest in the principal or income of any trust created under this Trust Instrument shall be anticipated, assigned, encumbered or subjected to creditors' claims or legal process before actual receipt by a beneficiary. This provision shall not apply to a Trustor's interest in the Trust estate. The income and principal of this Trust shall be paid over to the beneficiary at the time and in the manner provided by the terms of this Trust, and not upon any written or oral order, nor upon any assignment or transfer by the beneficiary, nor by operation of law. [Emphasis added]



1 The Barney firms quoting of Trust ¶14.2, supra (spendthrift provision) they make a
2 point of highlighting that sole section "*This provision shall not apply to a Trustor's interest*
3 *in the Trust estate.*" This would only apply if Nancy had the power to personally
4 remove/transfer out or receive trust property.
5

6 A spendthrift trust is one in which the settlor imposes a valid restraint on alienation,
7 providing that the beneficiary cannot transfer his/her interest voluntarily and that his/her
8 creditors cannot reach it for the satisfaction of their claims.
9

10 The purpose of spendthrift protection (NRS Chapter 166), was to protect Nancy
11 from her "debts"/"creditors". A trust is a contractual relationship. Again, Nancy only had
12 a mere right to income during her lifetime. She did not contribute any of her personal
13 property whatsoever to the trust, and she had no other "ownership interest". She only
14 had a beneficial right to income, subject to the sole discretion of the trustee, making this
15 Trust a discretionary trust, and therefore had absolutely no ownership interest in the Trust
16 for any creditor to reach or be paid. Further, because discretionary trust beneficiaries do
17 not have any fixed or vested property rights in the trust, there is always a question of
18 standing. During her lifetime, she did not receive via transfer any trust assets into her
19 personal name, and therefore the assets of the trust are precluded from the debts or
20 claims of Nancy's creditors.
21

22 NRS 163.5559 is also applicable, which states:
23

24 **NRS 163.5559 Claims of creditors against settlor.**

25 1. Except as otherwise provided in subsection 2, a creditor of a settlor may
26 not seek to satisfy a claim against the settlor from the assets of a trust if the
27 settlor's sole interest in the trust is the existence of a discretionary power granted to
28 a person other than the settlor by the terms of the trust or by operation of law or to
reimburse the settlor for any tax on trust income or principal which is payable by the
settlor under the law imposing such tax.

1 In Brock v. Premier Trust, Inc. (In re Frei Irrevocable Trust Dated Oct. 29, 1996),

2 390 P.3d 646 (Nev., 2017) (courtesy copy attached), the Nevada Supreme Court held:

3
4 "A spendthrift trust is a trust containing a "valid restraint on the voluntary and
5 involuntary transfer of the interest of the beneficiary." NRS 166.020 (emphasis
6 added). A settlor does not need any specific language to create a spendthrift trust
7 as long as the intent to do so is clear in the writing. NRS 166.050. If the
8 spendthrift provisions are valid, neither the beneficiary nor the beneficiary's
9 creditors may reach the property within the trust. NRS 166.120(1).
10 Furthermore, the beneficiary cannot dispose of trust income or pledge the trust
11 estate in any legal process. NRS 166.120(3)." [Emphasis added]

12 As a matter of law, pursuant to the spendthrift clause of the trust, the trust should
13 not pay any of Nancy's creditors.

14 The Barney firm cites NRS 164.065(3) (page 11, line 10), which does not exist.
15 Given the quotation, one can only presume they meant NRS, 164.025(3). While statute
16 may provide for a creditor to make a claim, it does not override the trust itself, or any
17 spendthrift provisions.

18 **H. Barney Firm's work to "further the intent of the trust"**

19 Further as the beneficiaries of the Trust, the request opens the door for the
20 beneficiaries to request and receive all of the Barney firm's billings, correspondence, etc.
21 for their work performed "on behalf of the Trust".

22 A Trust is a separate entity, with its own tax ID, much like a corporation, whose
23 terms and/or interests may or may not be the interests of Nancy, or the Trustee. The
24 Barney firm represented Nancy Christian. They did not represent the Trust, and the claim
25 that they furthered the interest of the trust is a misnomer, and factually incorrect.

26 When it comes to determine the interest of the settlors, Barney put road blocks in
27 place. Despite the specific trust terms, the Barney firm opposed the specific trust terms
28 from being performed, specifically the distribution of the proceeds of the above noted
Dancing Vines property.





1 Despite the provisions/exceptions of NRS 49.115² et. seq., and requests to
2 resolve any questions with a joint or other conversation with David Grant, Esq. (letter-
3 Exhibit "A"), it appears from their billing statements that the Barney firm vigorously
4 sought to keep Mr. Grant from offering his testimony and/or evidence in this matter. He
5 was prepared to testify that the trust had a scrivener's error as of 9/15/17, and that Nancy
6 should not have been able to change the trustees, when Nancy specifically agreed to the
7 original trustees.
8

9 The billing statements clearly indicate multiple telephone calls, etc. with Mr. Grant.
10 (Exhibit "B" – Summaries and Exhibit "C" – Barney billing statements from their petition-
11 Bates stamped #'s 1-36), occurring after the Petitioner's pleadings (9/15/17) with
12 statements as to scrivener's error. The Barney firm proceeded to obtain the attorney's
13 file, as they billed twice for review (9/20 and 9/28), but yet refuse to allow the beneficiaries
14 who are signatories to the Trust and/or their attorney to have access to same.
15
16
17
18
19
20

21 **2 NRS 49.115 Exceptions.** There is no privilege under NRS 49.095 or 49.105:

22 1. If the services of the lawyer were sought or obtained to enable or aid anyone to commit
23 or plan to commit what the client knew or reasonably should have known to be a crime or
24 fraud.

25 2. As to a communication relevant to an issue between parties who claim through the
26 same deceased client, regardless of whether the claims are by testate or intestate succession
27 or by inter vivos transaction.

28 3. As to a communication relevant to an issue of breach of duty by the lawyer to his or her
client or by the client to his or her lawyer.

4. As to a communication relevant to an issue concerning an attested document to
which the lawyer is an attesting witness.

5. As to a communication relevant to a matter of common interest between two or
more clients if the communication was made by any of them to a lawyer retained or
consulted in common, when offered in an action between any of the clients. [Emphasis
added]



1 Further, the Barney firm, from their own billing statements sought to possibly
2 influence the attorney who drafted the Trust, into stating that he could not do anything
3 without a court order, as the petitioners were advised. David Grant, Esq. as the drafting
4 attorney of the trust and his file, was and is an essential witness in this matter.
5

6 The Barney billing statements indicate they were sending letters of complaint to
7 the Nevada State Bar (Exhibits "B" and "C"). This would possibly give rise, given the
8 result that Mr. Grant would not speak with petitioner's attorney, nor would release
9 information to the petitioner's attorney without a court order (while at the same time, the
10 Barney firm apparently had possession of and reviewed his file), of potentially influencing
11 the decisions of a witness (NRS 199.230- Preventing or dissuading person from testifying
12 or producing evidence; SCR 173 -regarding obstructing another party's access to
13 evidence, etc.; an attorney shall not "request a person other than a client to refrain from
14 voluntarily giving relevant information"; SCR.203(d) - engage in conduct that is prejudicial
15 to the administration or justice.). Demand is made for Barney to produce a copy of the
16 entire file given to them from Mr. Grant, including but not limited to document drafts,
17 correspondence, memos, affidavits, phone message slips, etc.
18
19

20 The Barney firm has not explained how, researching bar complaints, drafting
21 letters to the Las Vegas Metropolitan Police Department (Bates# 26- 11/15/17- 3 hours-
22 \$1,050) and the Nevada State Bar (Mr. Grant-bates 11/17-19 - 9 hours-\$2,540), and
23 otherwise what amounts to some sort of improper purpose towards attorneys/witnesses,
24 is furthering the interest of the trust, and should not be rewarded with any approval of any
25 fees.
26
27
28



1 There are many instances wherein the Barney firm speaks directly to Monte
2 Reason, despite Monte having his own counsel (Joseph Powell, Esq.), and many hours
3 and expenses on performing an eviction of Raymond Christian, a co-petitioner herein,
4 and a primary beneficiary of the very residence they sought to evict him from, even to a
5 lockout of the property after Nancy's death. They performed work on behalf of Monte
6 when he had his own attorney.

7
8 One would think this was a task for Monte Reason, if he was, in their eyes, truly
9 the trustee, not that of Nancy's attorney. (Exhibits "B" and "C"). Is not Mr. Powell an
10 attorney, capable of handling any tasks required by his client, Monte Reason? Why is the
11 Barney firm performing work for Monte/Powell, even to revising, Mr. Powell's pleadings to
12 be "in line with client's wishes".

13
14 What the alleged "trustee" as a fiduciary needs to do, is not necessarily in the best
15 interests of Nancy, and her attorney should not be blurring the lines to dictate that
16 Monte/Powell's pleadings need to reflect what Nancy wants. (Exhibits "B" and "C", bates
17 29, 12/6/17, 12/7/17)

18
19 The fiduciary obligation of a trustee are great. Riley v. Rockwell, 103 Nev. 698,
20 701, 747 P.2d 903, 905 (1987) A trustee who acts in furtherance of their own self interest
21 and against the best interest of the beneficiaries has breached their fiduciary obligations
22 as trustee. See In Re Connell Living Trust, 133 Nev. Adv. Op. 19 (May 4, 2017).

23
24 If the Barney firm believed that Monte was actually a valid trustee, evictions and
25 the like would be within the province of the trustee to perform. Given they performed the
26 work, they must not have been convinced that Monte was not actually the trustee.



1 Nancy Christian died December 14, 2017. The Barney firm spent almost 4 hours
2 (\$1,210) speaking amongst themselves and Joseph Powell, Esq., in multiple calls over
3 "case issues". (Exhibits "B" and "C"-bates 30-31). The very next day there was another
4 2.5 hours of telephone conversation with Monte's attorney for \$875 over Nancy's death
5 and "case issues" and "current litigation".
6

7 It appears (from the billing) that the Barney firm sought to solicit Jacquelin Utkin to
8 replace Monte Reason (Exhibits "B" and "C") (Bates #32, 12/27/17). It also appears that
9 the Barney firm then solicited an attorney for Ms. Utkin (Exhibits "B" and "C") (Bates #33-
10 1/12/18).
11

12 What makes it interesting is the potential problems and all of the blurring of the
13 lines where legal representation commences and ends as to the various individuals.
14 They are all so intertwined, that it is now difficult to separate clients and legal
15 representations. Apparently, the Barney firm sent correspondence to Attorney Powell on
16 December 19, 2017 (no copy available), requesting that Monte Reason, who has never
17 been confirmed by the court as trustee, to "pre-approve" the Barney firm's billing
18 statements. Mr. Powell replies on January 4, 2018 that Monte has agreed to approve
19 those bills without exception. (Exhibit "D" herein and Exhibit 2 to Barney Petition). This
20 was a violation of the Trust itself, that Monte as the alleged fiduciary had to uphold, that
21 did not allow for Nancy's debts to be paid.
22

23 When Nancy passed, so did her power to appoint or select a different trustee.
24 Then Monte Reason "resigned" and improperly attempted to nominate Ms. Utkin, who is
25 now represented by Mr. Kirschner. Upon Nancy's death, Monte had no legal right to
26 select a new trustee.
27
28



1 Per the billing statements, On January 26, 2018, the Barney firm requests "pre-
2 approval" from Mr. Kirschner that their fee request would go unopposed by him or his
3 client, seeking payment from the trust, from another non-confirmed trustee. (**Exhibit "E"**
4 herein and Exhibit 4 to Barney Petition). Kirschner filed his petition to confirm Ms. Utkin
5 about an hour later that day (1/26/18 @12:19 pm) Mr. Kirschner replies that they had
6 such pre-approval. (**Exhibit "E"** herein and Exhibit 3 to Barney Petition). Again, this is a
7 violation of the Trust itself, that Jackie, who has yet to be confirmed as a trustee, and a
8 potential fiduciary had a duty to uphold, that did not allow for Nancy's debts improperly be
9 paid.
10

11
12 It is clear that some sort of informal agreement in advance, despite Ms. Utkin's not
13 being confirmed as a trustee (petition pending) between the Barney firm and Mr.
14 Kirschner has been negotiated. This is now confirmed by Mr. Kirschner's filing of his
15 Non-Opposition to the Barney firm's fees on February 23, 2018, ignoring Trust ¶4.1, and
16 asserting that the Trust provides for the payment of Nancy's debts. Such argument is
17 disingenuous, and does not "further the intent of the trust".
18

19 After the Barney's petition for fees, an email (**Exhibit "F"**) was sent from
20 Petitioner's counsel to Mr. Kirschner, since Ms. Utkin wants to act as trustee (demanding
21 the trust EIN) with a request to object to the Barney firm's fees. If Ms. Utkin was the
22 trustee as Mr. Kirschner claimed then she and her attorney should be ready, and should
23 have objected to the Barney firm fees. Instead, Mr. Kirschner falls back (in the email) on
24 the fact that Ms. Utkin is not confirmed as trustee and will only do so if the petitioners
25 agree to stipulate to her appointment.
26
27
28



I. Block Billing

NRPC 1.5 sets forth a number of factors when determining the reasonableness of a fee, including, but not limited to, the time and labor required, novelty, difficulty, amount involved, results obtained, time limitations, experience, reputation, etc. NRCP 1.5(a). due to block billing, the undersigned cannot readily parse out the time allocated per task.

In Adams v. DeVita (In re Margaret Mary Adams 2006 Trust) (Nev., 2015), while an unpublished decision, can be utilized for guidance purposes, the Nevada Supreme Court opined:

"Block billing is the time-keeping practice whereby a lawyer enters the total daily time spent working on a case and lists all of the tasks worked on during the day, rather than separately itemizing the time spent on each task. Welch v. Metro. Life Ins. Co., 480 F.3d 942, 945 n.2 (9th Cir. 2007). The courts that have addressed block billing observe that block billing makes it difficult for a court to review the reasonableness of the requested attorney fees, as compared with single task time entries. See, e.g., *id.* at 948 ("[B]lock billing makes it more difficult to determine how much time was spent on particular activities."). And as an increasing number of tasks are listed for a particular time entry, reviewing the reasonableness of the time entries becomes correspondingly more difficult. See Okla. Natural Gas Co. v. Apache Corp., 355 F. Supp. 2d 1246, 1264 (N.D. Okla. 2004) (finding that it was difficult, if not impossible, to review the reasonableness of block-billed time entries, one of which was a time entry for 7.3 hours containing eight tasks)."

There is no segregation of the time spent on each of the multiple task entries, culminating in an aggregate of hours spent. Without same, the entire entry must be considered unreasonable.

When determining the reasonableness of fees, the Nevada Supreme Court has set forth four factors in Brunzell. See Brunzell v. Golden 24 Fate Nat'l Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969). The four factors include:

(1) the qualities of the advocate: his ability, his training, education, experience, professional standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its importance, time and skill required, the responsibility imposed and the prominence and character of the parties where they affect the importance of the litigation; (3) the work actually performed by the lawyer: the skill,

1 time and attention given to the work; (4) the result: whether the attorney was
2 successful and what benefits were derived. Id. (internal citations omitted).

3 The undersigned is unsure of the scope of work for which Nancy Christian retained
4 Anthony L. Barney, Ltd as the retainer agreement is not included as an Exhibit to the
5 Petition for Fees.

6 All the "services" provided were not all necessary or reasonable to "further the
7 intent of the trust", but rather their client, Nancy Christian.
8

9 10 CONCLUSION

11 The Barney firm's Petition for Fees is mired in hearsay, inaccuracies,
12 misstatements of fact, and despite claiming they were furthering the interest of the trust,
13 have, by their own billing indicated that the opposite is true.
14

15 The Barney firm is a mere creditor of Nancy Christian, or her personal probate
16 estate, not The Christian Family Trust. The Trust does not permit the payment of Nancy's
17 personal debts. Her personal estate has that obligation. The majority of the beneficiaries
18 have objected.

19 Further, Nancy Christian, The Christian Family Trust, Monte Reason and even
20 Jacqueline Utkin are four distinct individuals/entities, and their respective interests do not
21 necessarily coincide. The level of blurring the lines between independence of clients and
22 their respective attorneys has been so clouded, with the Barney firm apparently doing
23 other parties' work.
24
25
26
27
28



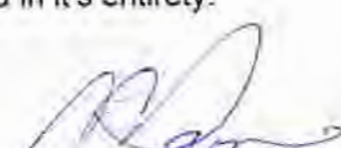


Monte's "Application" should also be denied, as there is no backup documentation, attorney's billings, *Brunzell* factors, etc., and is only a request for attorney's fees in "sheep's clothing". The Application should be denied in its entirety.

The concerns continue in this vein wherein lines have also been crossed twice, in seeking pre-approval of fees from two unconfirmed "trustees", who have a fiduciary duty to perform pursuant to trust terms, which does not provide for such payment.

The Petition for fees should be denied in it's entirety.

Dated: March 9, 2018.


CARY COLT PAYNE, ESQ.
Nevada Bar No.: 4357
CARY COLT PAYNE, CHTD.
700 South Eighth Street
Las Vegas, Nevada 89101

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on March 9, 2018, a true and correct copy of the foregoing was served to the following at the their last known address(es), facsimile numbers and/or e-mail/other electronic means, pursuant to:

☒ **BY MAIL:** N.R.C.P 5(b), I deposited for first class United States mailing, postage prepaid at Las Vegas, Nevada;

Tommy L. Christian
245 South Lemon, Apt C
Orange, CA 92566

Christopher A. Christian
560 W. 20th Street #12
San Bernardino, CA 92405

☒ **BY E-MAIL AND/OR ELECTRONIC MEANS:** Pursuant to Eighth Judicial District Court Administrative Order 14-2, Effective June 1, 2014, as identified in Rule 9 of the N.E.F.C.R. as having consented to electronic service, I served via e-mail or other electronic means (Wiznet) to the e-mail address(es) of the addressee(s).

Jeremy Kirschner, Esq.
JERIMY KIRSCHNER & ASSOCIATES, LTD.
5550 Painted Mirage Rd., Suite 320
Las Vegas, NV 89149

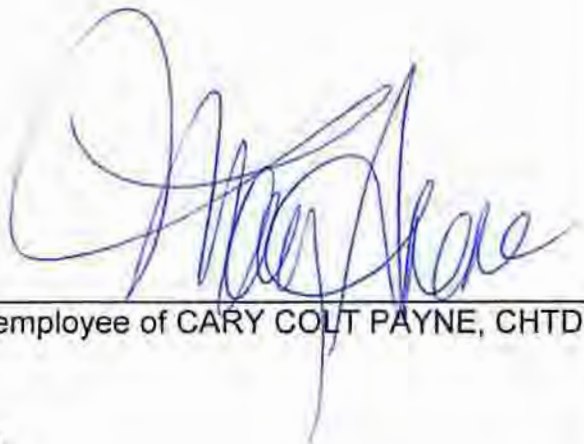
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Attorney for Nancy I. Christian (deceased)



An employee of CARY COLT PAYNE, CHTD.





CARY COLT PAYNE, CHTD.

Attorney at Law

700 S. Eighth Street • Las Vegas, Nevada 89101
(702) 383-9010 • Fax (702) 383-9049

EXHIBIT PAGE INTENTIONALLY LEFT BLANK

**COURTESY COPY
IN RE: FREI TRUST**

133 Nev., Advance Opinion 8
IN THE SUPREME COURT OF THE STATE OF NEVADA

**IN THE MATTER OF FREI
IRREVOCABLE TRUST DATED
OCTOBER 29, 1996.**

**STEPHEN BROCK,
Appellant,
vs.
PREMIER TRUST, INC.; LAWRENCE
HOWE; AND ELIZABETH MARY FREI,
Respondents.**

No. 68029

FILED

MAR 02 2017

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY *[Signature]*
CHIEF DEPUTY CLERK

Appeal from a district court order allowing payments to be made from a beneficiary's interest in a trust. Eighth Judicial District Court, Clark County; Gloria Sturman, Judge.

Affirmed.

The Law Office of Mike Beede, PLLC, and Michael N. Beede and Zachary Clayton, Las Vegas,
for Appellant.

Gerrard Cox & Larsen and Douglas D. Gerrard and Richard D. Chatwin, Henderson,
for Respondent Premier Trust, Inc.

Hutchison & Steffen, LLC, and Michael K. Wall, Las Vegas,
for Respondents Lawrence Howe and Elizabeth Mary Frei.

BEFORE THE COURT EN BANC.¹

OPINION

By the Court, CHERRY, C.J.:

In this opinion, we address whether an irrevocable spendthrift trust may be modified by the survivor of two settlors and interested beneficiaries. NRS Chapter 166, which governs spendthrift trusts, does not address this issue. We have, however, allowed modification of irrevocable trusts in certain circumstances. *See, e.g., Ambrose v. First Nat'l Bank of Nev.*, 87 Nev. 114, 119, 482 P.2d 828, 831 (1971) (holding that a sole beneficiary to an irrevocable trust could terminate the trust when the spendthrift clause was not valid and termination did not frustrate the purpose of the trust). Moreover, Restatement (Second) of Trusts § 338 (Am. Law Inst. 1959) provides that an irrevocable trust may be amended by a settlor and beneficiary as long as any nonconsenting beneficiaries' interests are not prejudiced. We adopt Restatement (Second) of Trusts § 338 (Am. Law Inst. 1959) and hold that an irrevocable trust, spendthrift or not, may be modified with the consent of the surviving settlor(s) and any beneficiaries whose interests will be directly prejudiced.

FACTS AND PROCEDURAL HISTORY

Emil Frei, III, and his wife, Adoria, created the Frei Irrevocable Trust in 1996 (1996 Trust). Emil and Adoria each had five children from prior relationships, and all ten children were named equal

¹The Honorable Lidia S. Stiglich, Justice, did not participate in the decision of this matter.

beneficiaries under the 1996 Trust. The 1996 Trust contained a restraint on alienation clause, making it a spendthrift trust. Shortly after Adoria died in 2009, her son, Stephen Brock, successfully petitioned to modify the trust with Emil's consent (2009 modification). The petition proposed to alter the language controlling distribution of the trust property, granting any beneficiary the right to compel distribution of his or her share of the trust. Specifically, the proposed language provided in pertinent part:

Upon an election in writing by any child of ours delivered to our Trustee, the trust share set aside for such child shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to such child outright and free of the trust.

All of Stephen's siblings and step-siblings were notified of the modification petition, and none objected. Because no interested party objected, the district court granted Stephen's petition to modify the trust. Subsequently, Premier Trust, Inc., became the co-trustee of the 1996 Trust.

In 2010, Stephen settled several lawsuits that Emil and his children had brought against him for alleged mismanagement of an alternate family trust (2010 settlement). Before agreeing to the settlement, Stephen conferred with counsel and responded to the district court's oral canvassing. In the settlement, Stephen denied any wrongdoing, but he agreed to pay \$415,000 through monthly payments to the alternate family trust. Stephen also agreed to pledge his interest in the 1996 Trust as security for his payment obligation. Stephen made only one \$5,000 payment to the alternate family trust.

After Emil died in 2013, the other nine beneficiaries requested and received their shares of the 1996 Trust funds. Stephen was the only

beneficiary who did not receive his share. The trustees of the alternate trust demanded that Premier use Stephen's share of the 1996 Trust to pay his 2010 settlement debt. Premier made three \$100,000 payments before Stephen demanded that it stop. Stephen then filed the underlying petition to construe the terms of the 1996 Trust, compel repayment of the \$300,000 Premier paid out on his behalf, and to remove Premier as trustee. The district court denied Stephen's petition, finding that: (1) Stephen was the only beneficiary whose interest was affected; (2) the initial intent of the two settlors was to treat their children as equal beneficiaries, and to allow Stephen to renege on his promise would disadvantage the other nine children; (3) the settlement money was to repay money that would benefit the other beneficiaries of the 1996 Trust; and (4) Emil and the other children relied upon Stephen's promise in the 2010 settlement when dismissing the various lawsuits against Stephen.²

DISCUSSION

Standard of review

In a probate matter, we “defer to a district court’s findings of fact and will only disturb them if they are not supported by substantial evidence.” *Waldman v. Maini*, 124 Nev. 1121, 1129, 195 P.3d 850, 856 (2008). “Substantial evidence is evidence that a reasonable mind might accept as adequate to support a conclusion.” *In re Estate of Bethurem*, 129

²The district court also concluded that Nevada’s spendthrift provisions prevent third-party creditors from reaching the funds in trust but do not similarly prevent the settlor or other beneficiaries from reaching the funds. Because we affirm on the grounds that the 1996 Trust was modified in 2009 and the modification invalidated the spendthrift provisions, we do not reach this issue.

Nev. 869, 876, 313 P.3d 237, 242 (2013) (quoting *Winchell v. Schiff*, 124 Nev. 938, 944, 193 P.3d 946, 950 (2008)). We review legal questions, including matters of statutory interpretation, de novo. *Waldman*, 124 Nev. at 1129, 195 P.3d at 856.

The 2009 modification was a valid modification of the 1996 Trust, and the 2010 settlement is valid

On appeal, Stephen argues that the district court's finding that the 2009 modification and the 2010 settlement were valid modifications of the 1996 Trust was erroneous because irrevocable trusts cannot be terminated and the death of a settlor precludes modification of the trust. In response, respondents argue that the trust modifications were effective and a spendthrift clause becomes invalid once a beneficiary is entitled to compel distribution of his or her share of the trust.

Nevada law does not categorically preclude the modification of an irrevocable trust

Stephen first argues that the word "irrevocable" in an "irrevocable trust" should be interpreted literally so that irrevocable trusts can never be terminated or modified. We disagree.

"A trust is irrevocable by the settlor except to the extent that a right to amend the trust or a right to revoke the trust is expressly reserved by the settlor." NRS 163.004(2); see also NRS 163.560 (stating that irrevocable trusts shall not be construed as revocable merely because the settlor is also a beneficiary). We have also held, however, that irrevocable trusts may be amended or terminated in certain circumstances. See, e.g., *Ambrose v. First Nat'l Bank of Nev.*, 87 Nev. 114, 119, 482 P.2d 828, 831 (1971) (holding that a sole beneficiary to an irrevocable spendthrift trust may terminate the trust when the spendthrift clause was invalid and termination did not frustrate the

purpose of the trust). Accordingly, as Nevada law provides for modification of irrevocable trusts in limited circumstances, Nevada law does not categorically preclude modifying an irrevocable trust.

Nevada law does not provide that the death of a settlor precludes modification

Stephen also argues that any modification of the 1996 Trust after Adoria's death was categorically forbidden because all settlors must consent to a modification. We disagree.

This is an issue of first impression in Nevada because neither the state's statutes nor this court's caselaw explicitly define when and by whom an irrevocable trust may be modified or if the death of one of several settlors precludes modification altogether.

A trust may be modified, without regard to its original purpose, if the settlor and all beneficiaries consent. Restatement (Second) of Trusts § 338(1) (Am. Law Inst. 1959);³ *see also In re Green Valley Fin. Holdings*, 32 P.3d 643, 646 (Colo. App. 2001); *Hein v. Hein*, 543 N.W.2d 19, 20 (Mich. Ct. App. 1995). Even if all beneficiaries do not consent, those who desire modification may, together with the settlor, modify the trust unless the nonconsenting beneficiaries' interests will be prejudiced. Restatement (Second) of Trusts § 338(2) (1959); *see also Musick v. Reynolds*, 798 S.W.2d 626, 630 (Tex. App. 1990).

A spendthrift clause, in and of itself, does not prevent modification. Restatement (Second) of Trusts § 338 cmts. d, h. (Am. Law Inst. 1959); *see also Hein*, 543 N.W.2d at 20. Moreover, "[t]he restraint on

³In the absence of controlling law, we often look to the Restatements for guidance. *See, e.g., In re Aboud Inter Vivos Trust*, 129 Nev. 915, 922, 314 P.3d 941, 945 (2013).

the alienation of the interest by the beneficiary can be removed by the consent of the beneficiary and of the settlor." Restatement (Second) of Trusts § 338 cmt. h. (Am. Law Inst. 1959). After considering the parties' arguments and the authorities above, we adopt the Restatement (Second) of Trusts § 338 (Am. Law Inst. 1959), including comments d and h, governing trust modification.

In this case, Emil and Stephen, on their own, and on Adoria's behalf,⁴ affirmatively consented to the 2009 modification. Stephen and Emil later consented to the 2010 settlement. Stephen pledged his interest in the 1996 Trust to secure his debt from the 2010 settlement with Emil, the sole surviving settlor. Most importantly, in this case, no other beneficiaries' interests under the 1996 Trust were prejudiced when Stephen modified the 1996 Trust in 2009 and entered into the 2010 settlement.⁵ Accordingly, we conclude that both the 2009 modification and the 2010 settlement were valid.⁶

⁴Stephen claimed to act through Adoria's power of attorney when he declared that the proposed modification was consistent with her wishes in 2009.

⁵During oral argument, the subject of contingent and unascertained beneficiaries was discussed. Because the parties' briefs and the district court orders addressed only the named beneficiaries of the 1996 Trust, we do not reach the issue of whether unascertained or contingent beneficiaries need to consent prior to modification. See *Old Aztec Mine, Inc. v. Brown*, 97 Nev. 49, 52, 623 P.2d 981, 983 (1981) (stating that nonjurisdictional issues not raised in the trial court are waived); *Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006) (providing that we need not consider claims not cogently argued in the parties' briefs).

⁶Restatement (Second) of Trusts § 338 (Am. Law Inst. 1959) does not address the material purposes of a trust. Accordingly, we decline to
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The spendthrift clause became invalid upon modification in 2009

Premier argues that a spendthrift clause becomes invalid once the beneficiary is entitled to compel distribution of his or her share of the trust and that is precisely what happened in the 2009 modification. We agree.

A spendthrift trust is a trust containing a “*valid* restraint on the voluntary and involuntary transfer of the interest of the beneficiary.” NRS 166.020 (emphasis added). A settlor does not need any specific language to create a spendthrift trust as long as the intent to do so is clear in the writing. NRS 166.050. If the spendthrift provisions are valid, neither the beneficiary nor the beneficiary’s creditors may reach the property within the trust. NRS 166.120(1).⁷ Furthermore, the beneficiary cannot dispose of trust income or pledge the trust estate in any legal process. NRS 166.120(3).

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address Stephen’s claim that the spendthrift clause was a material purpose of the 1996 Trust. To the extent that Stephen relies upon NRS 164.940(2) to suggest that a settlement agreement is void if it violates a material purpose of a trust, we decline to consider NRS 164.940(2) and its effect on this case, if any, because NRS 164.940(2) was enacted by the 2015 Legislature and does not govern the 2009 modification or the 2010 settlement. See 2015 Nev. Stat., ch. 524, § 61, at 3550; S.B. 484, 78th Leg. (Nev. 2015).

⁷The 2009 Legislature amended NRS 166.120 to remove an exception to the spendthrift rule allowing voluntary alienation in specific circumstances inapplicable to this case. See 2009 Nev. Stat., ch. 215, § 59, at 802; S.B. 287, 75th Leg. (Nev. 2009).

Once a beneficiary is entitled to have the trust principal conveyed to him or her, however, any spendthrift protection becomes invalid. Restatement (Second) of Trusts § 153(2) (Am. Law Inst. 1959). The beneficiary does not need to actually exercise the right of distribution, only possess it. See *In re Estate of Beren*, 321 P.3d 615, 622 (Colo. App. 2013).

In this case, the 2009 modification did not place any limitation on the ability of a beneficiary to compel the distribution of his or her share of the principal and income. Thus, as of the 2009 modification, Stephen and the other beneficiaries possessed an immediate right to compel distribution, and any spendthrift protections became invalid. Accordingly, the spendthrift protection became invalid in 2009, and Stephen's agreement to use his share of the 1996 Trust as security for payment in the 2010 settlement constituted consent to using his portion of the trust corpus to pay his debt in the event he failed to make payments pursuant to the 2010 settlement.

The district court properly determined that Stephen was estopped from arguing that he lacked the power to modify the trust in this case

Stephen also argues that the district court erred in applying judicial estoppel. The district court concluded that judicial estoppel prevented Stephen from arguing that the terms of the 1996 Trust forbade him from using his share to secure the 2010 settlement. Stephen argues that judicial estoppel should not apply because he only adopted his prior position due to a mistake and because his 2010 attorney forced him to agree to the settlement agreement. We are not persuaded by Stephen's argument.

Judicial estoppel is a principle designed to “guard the judiciary’s integrity,” and “a court may invoke the doctrine at its own discretion.” *Marcuse v. Del Webb Communities, Inc.*, 123 Nev. 278, 287, 163 P.3d 462, 469 (2007). It is a doctrine that applies “when a party’s inconsistent position [arises] from intentional wrongdoing or an attempt to obtain an unfair advantage.” *Id.* at 288, 163 P.3d at 469 (internal quotation marks omitted). “Whether judicial estoppel applies is a question of law that we review de novo.” *Deja Vu Showgirls v. State, Dep’t of Taxation*, 130 Nev., Adv. Op. 72, 334 P.3d 387, 391 (2014).

“[O]ne of [judicial estoppel’s] purposes is to prevent parties from deliberately shifting their position to suit the requirements of another case concerning the same subject matter.” *Vaile v. Eighth Judicial Dist. Court*, 118 Nev. 262, 273, 44 P.3d 506, 514 (2002). “[A] party who has stated an oath in a prior proceeding, as in a pleading, that a given fact is true may not be allowed to deny the same fact in a subsequent action.” *Id.* (internal quotation marks omitted).

When considering a claim of judicial estoppel, Nevada’s courts look for the following five elements:

- (1) the same party has taken two positions; (2) the positions were taken in judicial or quasi-judicial administrative proceedings; (3) the party was successful in asserting the first position (i.e., the tribunal adopted the position or accepted it as true); (4) the two positions are totally inconsistent; and (5) the first position was not taken as a result of ignorance, fraud, or mistake.

Marcuse, 123 Nev. at 287, 163 P.3d at 468-69 (internal quotation marks omitted). All five elements are necessary to sustain a finding of judicial

estoppel. *Delgado v. Am. Family Ins. Grp.*, 125 Nev. 564, 570, 217 P.3d 563, 567 (2009).⁸

The first four elements of judicial estoppel are not at issue. First, Stephen has clearly adopted two different positions regarding his ability to modify the trust after Adoria's death. Second, Stephen asserted his prior position in a judicial proceeding with his 2009 petition. Third, Stephen successfully asserted his prior position because the district court approved his 2009 petition. Fourth, Stephen's two positions are entirely inapposite—first he asserted that the trust could be modified after Adoria's death, and now he asserts that it cannot. Accordingly, the judicial estoppel claim turns on the fifth factor: whether Stephen was acting under ignorance, fraud, or mistake when he took his first position in the 2009 petition for modification, and again in the 2010 settlement when he agreed to use his portion of the 1996 Trust corpus as security.

A client who relies on bad legal advice from otherwise competent counsel does not satisfy the burden of demonstrating a mistake to defeat an estoppel claim. See *Cannon-Stokes v. Potter*, 453 F.3d 446, 449 (7th Cir. 2006) (citing *United States v. Boyle*, 469 U.S. 241 (1985)); see also *Something More, LLC v. Weatherford News, Inc.*, 310 P.3d 1106, 1108 (Okla. Civ. App. 2013). The remedy for detrimentally relying on bad legal advice is a malpractice suit against the attorney, rather than trying to

⁸*Delgado* invalidated the provision in *Mainor v. Nault*, 120 Nev. 750, 765, 101 P.3d 308, 318 (2004), which indicated that it was unnecessary to satisfy all five elements of judicial estoppel, and the provision in *Breliant v. Preferred Equities Corp.*, 112 Nev. 663, 668, 918 P.2d 314, 317 (1996), which indicated that changing one's position is all that is necessary.

invalidate an agreement with a prior adversary. *Cannon-Stokes*, 453 F.3d at 449.

Stephen claims that he was previously mistaken about whether he and Emil could modify the 1996 Trust after Adoria's death. He also claims that the alleged mistake was made in good faith. The record demonstrates, however, that Stephen was represented by competent counsel when petitioning to amend the trust in 2009 and when securing the 2010 settlement with his interest in the trust. Furthermore, before Stephen was allowed to assent to the settlement in 2010, the trial judge orally canvassed him. The canvas demonstrates that Stephen understood the terms of the settlement agreement. The record also indicates that after reaching the 2010 settlement setting forth installment payments, Stephen made only the initial payment before failing to meet his remaining obligation. Thus, Stephen's argument that he acted based on a mistake, much less a good-faith mistake, is unpersuasive. Instead, it appears that Stephen was attempting to obtain an unfair advantage over parties to the 2010 settlement by using his interest in the 1996 Trust as security, failing to make payments, and then arguing that a modification he sought was invalid in an attempt to escape the consequences of his failure to make payments under the 2010 settlement.

Stephen's claim that estoppel should not apply because he entered into the settlement under duress is also unpersuasive. Stephen took the same position (that he could modify the 1996 Trust despite Adoria's passing) in 2009 as he did in 2010, and he does not claim that he was under duress in 2009. Moreover, if Stephen's 2010 attorney was truly abusive, that is not a reason to deny his siblings their bargained-for benefit of the 2010 settlement.

In this case, all five elements required to sustain a claim of judicial estoppel are satisfied. Stephen is not permitted to amend the 1996 Trust when it suits him, pledge his interest to repay his siblings for his alleged misconduct, and later change his position when his share is used to cover his failure to pay as he had previously agreed. Accordingly, we affirm the district court's use of judicial estoppel in this case.⁹

The district court properly determined that Premier did not breach its fiduciary duty

Stephen finally argues that Premier breached its fiduciary duty when it used Stephen's share of the trust to pay his settlement debt without first obtaining a judgment or even receiving legal process. Stephen further claims that Premier owed him a duty to prevent enforcement of the 2010 settlement because it violated the terms of the 1996 Trust. We disagree.

⁹The district court cited the invalidated language in *Mainor* in its order but reached the correct result anyway; therefore, we will nonetheless affirm its conclusion. See *Saavedra-Sandoval v. Wal-Mart Stores, Inc.*, 126 Nev. 592, 599, 245 P.3d 1198, 1202 (2010) ("This court will affirm a district court's order if the district court reached the correct result, even if for the wrong reason.").

The district court also erroneously cited *Vaile* for the proposition that the mistake element only applies to mistakes of law. We, however, did not address the five-element test in *Vaile*, nor did we distinguish between mistakes of fact and mistakes of law. 118 Nev. 262, 286, 44 P.3d 506, 522 (2002). Again, this incorrect interpretation did not lead to an inappropriate conclusion; therefore, we nonetheless affirm the result.

"[A] 'fiduciary relation exists between two persons when one of them is under a duty to act for or to give advice for the benefit of another upon matters within the scope of the relation.'" *Stalk v. Mushkin*, 125 Nev. 21, 28, 199 P.3d 838, 843 (2009) (quoting Restatement (Second) of Torts § 874 cmt. a (1979)). A claim for breach of fiduciary duty "*seeks damages for injuries* that result from the tortious conduct of one who owes a duty to another by virtue of the fiduciary relationship." *Id.* (emphasis added).

In the context of a spendthrift trust, a trustee's ability to make payments from the trust is extremely limited. NRS 166.120(2). A trustee may not make payments to an assignee of the beneficiary, even if that assignment is voluntary, without first commencing an action in court. *Id.* Furthermore, "[t]he trustee of a spendthrift trust is required to disregard and defeat every assignment or other act, voluntary or involuntary, that is attempted contrary to the provisions of this chapter." NRS 166.120(4). In an action under the spendthrift act, however, a beneficiary must "show by clear and convincing evidence that the [trustee] acted . . . knowingly and in bad faith" and "directly caused the damages suffered by the [beneficiary]." NRS 166.170(5).

Because we have already concluded that the spendthrift provisions were invalidated in 2009, Stephen's claim for breach of a fiduciary duty must fail because there was no valid restraint on alienation when Premier made the three payments at issue. Even if the spendthrift clause remained valid, however, Stephen's claim would still fail because he

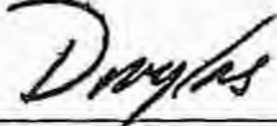
is unable to demonstrate bad faith as Premier relied on the district court's 2009 modification order and the district court's 2010 order approving the settlement when it made the payments at issue.

CONCLUSION

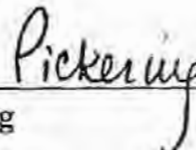
The district court correctly determined that the 2009 modification and 2010 settlement were valid. The district court also correctly determined that Stephen was estopped from arguing to the contrary and that Premier did not breach its duty. Accordingly, we affirm the judgment of the district court.

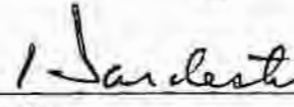

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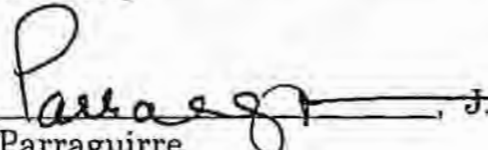
We concur:


Douglas J.


Gibbons J.


Pickering J.


Hardesty J.


Parraguirre J.



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**COURTESY COPY
IN RE: TIFFANY TRUST**

177 P.3d 1060

In the Matter of the JANE TIFFANY
LIVING TRUST 2001, U/A/D
NOVEMBER 5,, 2001.

William Ricks, Individually, Appellant,
v.

Phillip J. Dabney, Trustee of the Trust
of Jane Tiffany, Respondent.

In the Matter of the Jane Tiffany Living
Trust 2001, u/a/d November 5, 2001.
William Ricks, Individually, Appellant,
v.

Phillip J. Dabney, Trustee of the Trust
of Jane Tiffany, Respondent.
Josephine Ricks, Appellant,
v.

Jane Tiffany Living Trust 2001, a/k/a
Peninnah J. Tiffany Living Trust, and
Phillip J. Dabney, Trustee of the
Peninnah J. Tiffany Living Trust,
Respondents.

No. 45248.

No. 45874.

No. 46983.

Supreme Court of Nevada.
March 6, 2008.

[177 P.3d 1061]

Kenneth G. Frizzell III, Las Vegas, for
Appellants.

Goldsmith & Guymon, P.C., and Dara J.
Goldsmith, Las Vegas, for Respondents.

BEFORE HARDESTY, PARRAGUIRRE
and DOUGLAS, JJ.

OPINION

By the Court, DOUGLAS, J.

In these consolidated appeals, we consider whether an attorney, whose law firm partner prepares an estate plan for a client who names the attorney as a beneficiary, has overcome the presumption of undue influence. We further consider whether violations of the Nevada Rules of Professional

Conduct afford a private right of action. Finally, we address whether the district court erred in dismissing a civil action for constructive trust that was initiated after trust proceedings had already taken place.

In considering whether the attorney in this case has overcome the presumption of undue influence, we determine that such a showing must be made by clear and convincing evidence, and we conclude that clear and convincing evidence demonstrates that the client in this case was not unduly influenced in naming the attorney as the primary beneficiary of her estate. Further, we reiterate our holding in *Mainor v. Nault* that violations of Nevada's professional conduct rules do not give rise to a private right of action.¹ Lastly, we conclude that the district court did not err in dismissing the civil action for constructive trust that was instituted after the trust proceedings had already taken place.

FACTS AND PROCEDURAL HISTORY

These consolidated appeals concern the estate of Jane Tiffany. Before her death, to avoid probate, Jane established a living trust within which she could place all of her assets. But before arranging her living trust, Jane quitclaimed her house to her nephew's wife, appellant Josephine Ricks, and to herself as joint tenants with rights of survivorship.

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Eventually, Jane had her estate plan prepared by Kenneth A. Woloson, a law firm partner of Jane's friend, respondent attorney Phillip J. Dabney. While her estate plan was being prepared, Jane asked Josephine to quitclaim her interest in the house to Jane's living trust. Josephine agreed because Jane had allegedly promised her that she would receive the house upon Jane's death; as a result, Josephine quitclaimed her interest in the house to the living trust.

In executing her living trust, Jane listed Dabney as the beneficiary of her house. Josephine's husband, appellant William Ricks, attempted to overturn Dabney's designation as a beneficiary of the estate in a trust proceeding after Jane's death. William argued that Dabney's designation was a product of undue influence, as Dabney's law partner had prepared Jane's estate plan. The district court ultimately determined that Dabney rebutted the presumption that he unduly influenced Jane into naming him as a beneficiary of Jane's estate. Thereafter, based on Dabney's motion for attorney fees and costs, the district court awarded \$51,635.35 to Dabney.

Subsequently, Josephine instituted an action seeking relief in the form of a constructive trust in her favor, consisting of Jane's house.² Dabney moved to have the district court consolidate Josephine's action with the trust proceeding, which already was on appeal, and to dismiss Josephine's action. At the hearing on Dabney's motions for consolidation and dismissal, in addition to considering Dabney's motions, the district court made determinations with respect to two documents that Josephine had filed: (1) the district court struck Josephine's amended complaint filed that day, based on her failure to request leave to file it; and (2) the district court denied Josephine's pending motion for summary judgment. The district court also granted Dabney's motions, consolidating Josephine's action with the trust proceeding and dismissing her action. The district court's dismissal was based on Josephine's failure to file a creditor's claim during the trust proceeding; the district court further concluded that because Josephine had previously filed a notice of lis pendens during the trust proceeding, she had already "had her day in court." These consolidated appeals followed.

DISCUSSION

In these consolidated appeals, we address and consider whether Dabney rebutted the presumption of undue influence that arose when his law firm partner, Woloson, prepared Jane's living trust naming Dabney as the beneficiary of Jane's house, whether a violation of SCR 158³ provided a private right of action for setting aside Jane's living trust, and whether the district court erred when it dismissed Josephine's constructive trust action.

Undue influence

William argues that the evidence does not support the district court's conclusion that Dabney rebutted the presumption of undue influence that arose when Woloson prepared Jane's living trust naming Dabney as the beneficiary for Jane's house. We disagree.

A presumption of undue influence arises when a fiduciary relationship exists and the fiduciary benefits from the questioned transaction.⁴ A fiduciary relationship

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between Dabney and Jane existed in this case because Dabney's law firm partner, Woloson, had prepared Jane's living trust, which benefited Dabney in that he was the beneficiary of Jane's house.⁵ Thus, when Dabney substantially benefited from Jane's estate plan, a presumption of undue influence arose.

We have previously noted, in the context of an attorney obtaining a business advantage from a client, that a presumption of impropriety may be overcome only by clear and satisfactory evidence.⁶ As it appears that this court has never precisely defined "clear and satisfactory" evidence, we clarify that "clear and satisfactory" evidence is equivalent to "clear and convincing"⁷ evidence. Indeed, in *In re Drakulich*, we recognized that clear

and convincing evidence must produce "satisfactory" proof that is

so strong and cogent as to satisfy the mind and conscience of a common man, and so to convince him that he would venture to act upon that conviction in matters of the highest concern and importance to his own interest. It need not possess such a degree of force as to be irresistible, but there must be evidence of tangible facts from which a legitimate inference ... may be drawn.⁸

Thus, regardless of the terminology used— whether "clear and satisfactory" or "clear and convincing"—as the Tennessee Court of Appeals has noted, "the evidence must eliminate any serious or substantial doubt about the correctness of the conclusions to be drawn from the evidence."⁹

Only this heightened standard can overcome the presumption of undue influence¹⁰ because quinder our case law, when an attorney deals with a client for the former's benefit, the attorney must demonstrate by a higher standard of clear and satisfactory evidence that the transaction was fundamentally fair and free of professional overreaching."¹¹ This higher standard ensures that the law will protect those who cannot protect themselves.¹²

Having reviewed the record, we conclude that the district court properly found that

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Dabney had rebutted the presumption of undue influence with clear and convincing evidence. The evidence contained within the record establishes that Woloson prepared Jane's living trust in accordance to her instructions and desires and that Jane's wishes were not a product of Dabney's undue influence.¹³ Accordingly, we conclude that the evidence supports the district court's finding of no undue influence.

Violation of SCR 158

William argues that because Dabney and Woloson violated SCR 158, the district court should have set aside Jane's living trust. This argument is unpersuasive.

Before being repealed, SCR 158(3) provided in pertinent part that "[a] lawyer shall not prepare an instrument giving the lawyer or a person related to the lawyer as parent, child, sibling, or spouse any substantial gift from a client, including a testamentary gift, except where the client is related to the donee." Further, before being repealed, SCR 160(1) provided in pertinent part that "[w]hile lawyers are associated in a firm, none of them shall knowingly represent a client when any one of them practicing alone would be prohibited from doing so by Rules 157, 158(3), 159 or 168."¹⁴

Even though SCR 158 and 160 apparently were violated when Woloson prepared Jane's living trust benefiting Dabney, these per se violations did not afford William a private right of action to set aside Jane's living trust.¹⁵ In *Mainor*, we held that an attorney's violation of the professional conduct rules does not create a private right of action for civil damages, but that a violation is relevant to the standard of care owed by an attorney.¹⁶ Accordingly, we conclude that the district court did not abuse its discretion in refusing to set aside Jane's living trust despite the apparent violations of SCR 158 and 160. In reaching this decision, we reiterate that any violation of the Nevada Rules of Professional Conduct does not create a private right of action.¹⁷

Dismissal of Josephine's civil action

Josephine argues that the district court erred in dismissing her civil action for constructive trust. We conclude that the district court did not err in dismissing Josephine's civil action.

In dismissing Josephine's civil action, the district court determined that Josephine was time-barred from bringing her claim because she did not file a creditor's claim during the trust proceeding; the district court further concluded that because Josephine had previously filed a notice of lis pendens, she had already "had her day in court."¹⁸

[177 P.3d 1065]

NRS 164.025(3), which discusses filing a claim against a trust estate, provides as follows:

A person having a claim, due or to become due, against a settlor or the trust must file the claim with the trustee within 90 days after the mailing, for those required to be mailed, or 90 days after publication of the first notice to creditors. Any claim against the trust estate not filed within that time is forever barred. After the expiration of the time, the trustee may distribute the assets of the trust to its beneficiaries without personal liability to any creditor who has failed to file a claim with the trustee.

In *Pahlmann v. First National Bank of Nevada*, we stated that "not all rights asserted against a decedent are included within the bar of non-claim."¹⁹ We further concluded that because property held by a decedent in trust "does not form a portion of the assets of the estate, its recovery in no [way] diminishes the estate and a claim to it is not a claim against the property constituting the estate."²⁰ While our decision in *Pahlmann* implicated NRS 147.040, which provides time limits for filing claims against decedents who distribute their estates through a will, our holding in *Pahlmann* applies to the instant appeal as to whether Josephine is a creditor of Jane's estate under NRS 164.025(3).

Here, Josephine was attempting to recover property that she believed was being held in Jane's living trust; she was seeking payment of her claim. Thus, Josephine was a

creditor of Jane's estate, and the district court did not err in determining that Josephine was time-barred from bringing her claim under NRS 164.025(3).

Therefore, we conclude, that the district court did not err in dismissing Josephine's civil action because Josephine should have brought her constructive trust or fraud claim in the earlier trust proceeding by filing a petition for constructive trust under NRS 164.033.²¹ Even though NRS 164.033(1)(a) is permissive on its face, Josephine's rights in Jane's house via constructive trust were adjudicated in the trust proceeding, along with William's rights. To protect her claimed rights, Josephine should have petitioned the district court under NRS 164.033 when it was considering whether Dabney was entitled to the house.²² Even though the district court determined that Josephine was not a party to the trust proceeding, that determination was caused by Josephine's failure to file a petition under NRS 164.033.

Accordingly, we conclude that the district court did not err in dismissing Josephine's civil action.²³

CONCLUSION

We conclude that the district court's finding as to Dabney rebutting the presumption of undue influence was supported by clear and convincing evidence in the record that he

[177 P.3d 1066]

did not unduly influence Jane into naming him as a beneficiary of her estate. Further, we conclude that even though the Nevada Rules of Professional Conduct were apparently violated when Woloson prepared Jane's living trust benefiting Dabney, these violations did not afford William a private right of action to set aside Jane's living trust. Lastly, we conclude that the dismissal of Josephine's

civil action was appropriate. Accordingly, we affirm the orders of the district court.²⁴

We concur: HARDESTY and PARRAGUIRRE, JJ.

Notes:

1. 120 Nev. 750, 768-69, 101 P.3d 308, 320-21 (2004).

2. Before Jane's house became an asset of Jane's living trust, Jane and Josephine owned the house as joint tenants. Josephine had quitclaimed her interest in the house to Jane's living trust because Jane had allegedly promised her that she would receive the house upon Jane's death.

3. The rules governing professional conduct were substantially revised after these cases had commenced. Former SCR 158 is now Nevada Rule of Professional Conduct 1.8. Because the former version applied at all times pertinent to this matter, we will use the former version in this opinion.

4. See *Peardon v. Peardon*, 65 Nev. 717, 767, 201 P.2d 309, 333 (1948) (holding that the doctrine of undue influence "reaches every case, and grants relief 'where influence is acquired and abused, or where confidence is reposed and betrayed' ... but is applied when necessary to conveyances, executory and executed contracts, and wills"); see also *Schmidt v. Merriweather*, 82 Nev. 372, 376, 415 P.2d 991, 993 (1966) (holding that "'where confidential relations between parent and child are shown to have existed and where a conveyance of property is made by the weaker to the dominant party, a presumption arises that the conveyance was obtained through the undue influence of the dominant party'" (quoting *Walters v. Walters*, 26 N.M. 22, 188 P. 1105, 1106 (1920))).

5. See SCR 158(3); SCR 160(1).

6. *In re Singer*, 109 Nev. 1117, 1120-21, 865 P.2d 315, 317 (1993) (holding that "[i]n any transaction in which an attorney is charged with obtaining a business advantage from the client, there is a presumption of impropriety which may be overcome only [by] clear and satisfactory evidence that the transaction was fundamentally fair, free of professional overreaching, and fully disclosed").

7. See, e.g., *Cora v. Strock*, 441 N.W.2d 392, 395 (Iowa Ct.App.1989) (stating that the undue influence presumption can be rebutted by "clear, satisfactory, and convincing proof" quoting *Luse v. Grenko*, 251 Iowa 211, 100 N.W.2d 170, 172 (Iowa 1959)); see also *Davidson v. Streeter*, 68 Nev. 427, 440, 234 P.2d 793, 799 (1951) (stating that "the presumptive invalidity of [a] transaction on the ground of constructive fraud, where an attorney deals with his client for the former's benefit, can be overcome only by the clearest and most satisfactory evidence").

8. 111 Nev. 1556, 1566, 908 P.2d 709, 715 (1995) (quoting *Gruber v. Baker*, 20 Nev. 453, 477, 23 P. 858, 865 (1890)).

9. *M.L.J. v. Johnson*, 121 S.W.3d 378, 380 (Tenn. Ct.App.2003).

10. See *In re Estate of Hood*, 955 So.2d 943, 946 (Miss.Ct.App.2007) (holding that once the presumption of undue influence is established, "the burden shifts to the fiduciary to rebut the presumption by clear and convincing evidence"); *In re Guardianship of Knepper*, 856 N.E.2d 150, 154 (Ind.Ct.App.2006) (holding that a fiduciary may rebut the presumption of undue influence by establishing clear and convincing evidence that "she acted in good faith, did not take advantage of her position of trust, and that the transaction was fair and equitable"); *Parish v. Kemp*, 179 S.W.3d 524, 531 (Tenn.Ct.App.2005) (holding that once a presumption of undue influence arises, the dominant party must establish by clear and convincing evidence that the transaction at issue was fair).

11. *Williams v. Waldman*, 108 Nev. 466, 472, 836 P.2d 614, 618 (1992) (citing *Davidson v. Streeter*, 68 Nev. 427, 440, 234 P.2d 793, 799 (1951); *Moore v. Rochester W. M. Co.*, 42 Nev. 164, 176, 174 P. 1017, 1021 (1918)).

12. *Madden v. Rhodes*, 626 So.2d 608, 619 (Miss. 1993); see also *Eastwood v. National Enquirer, Inc.*, 123 F.3d 1249, 1252 n. 5 (9th Cir.1997) (recognizing that "'clear and convincing' is a means of protecting society from the consequences of grave decisions too lightly reached").

13. The evidence in the record reveals that (1) Jane was a determined and alert lady; (2) she insisted on Woloson's assistance in preparing her living trust, which eventually benefited Dabney; (3) she handwrote two notes to Woloson that expressed her gratitude towards Dabney and expressed her desire to make Dabney a beneficiary in her living trust; (4) she intended to bequeath her house to the Krugers (her friends) and not to William or Josephine when Jane first consulted with Woloson for her estate plan; (5) eventually, Jane wanted Dabney to become her successor trustee because the Krugers were having health problems; (6) Woloson addressed his concerns to Dennis Haney (another law firm partner) about helping Jane with her estate planning after finding out that Jane wanted Dabney to be a beneficiary; (7) Lamar Briley (Jane's friend) signed a letter confirming that he knew Jane and that the living trust reflected Jane's intentions and desires; and (8) Dabney had initially agreed to be the trustee for Jane's living trust and that he expressly declined to be a beneficiary.

14. Former SCR 160 is now Nevada Rule of Professional Conduct 1.10. Because the former version applied at all times pertinent to this matter, we will use the former version in this opinion.

15. See *Mainor v. Nault*, 120 Nev. 750, 768-69, 101 P.3d 308, 320-21 (2004).

16. *Id.*

17. *Id.*

18. We note that Josephine argues on appeal that Dabney should have been equitably and judicially estopped from asserting that she "had her day in court." Because Josephine did not object to this assertion in the district court on equitable or judicial estoppel grounds, we do not consider this issue on appeal. See *Carson Ready Mix v. First Natl. Bk.*, 97 Nev. 474, 476, 635 P.2d 276, 277 (1981) (holding that the failure to object or request a special instruction precludes appellate review).

19. 86 Nev. 151, 156, 465 P.2d 616, 619 (1970) (quoting *Reed v. Dist. Court*, 75 Nev. 338, 341, 341 P.2d 100, 101 (1959)).

20. *Id.*

21. In pertinent part, NRS 164.033 provides:

1. The trustee or an interested person may petition the court to enter an order:

(a) If the trustee is in possession of, or holds title to, property and the property or an interest in it is claimed by another.

(b) If the trustee has a claim to property and another holds title to or is in possession of the property.

(c) If property of the trust is subject to a claim of a creditor of the settlor of the trust.

2. The court shall not grant a petition under this section if it determines that the matter should be determined by civil action.

22. The record reveals that Josephine was clearly aware of the trust proceeding because Josephine had filed a notice of lis pendens during the trust proceeding; the district court had expunged Josephine's notice of lis pendens on the ground that she was not a party to the trust proceeding.

In reaching our decision, we note that Josephine could have petitioned the district

court under NRS 164.033 to become a party in the trust proceeding.

23. Because we have concluded that the dismissal of Josephine's civil action was appropriate, the issues as to whether the district court erred in consolidating Josephine's civil action with the trust proceeding, whether the district court erred in denying Josephine's motion for summary judgment, and whether the district court erred in striking Josephine's amended complaint are moot.

24. While William has noted the district court's (1) decision to award attorney fees and costs to Dabney, (2) order denying a demand for jury trial, (3) order denying a motion to stay proceedings, and (4) order granting a motion for a protective order, he has not presented any arguments on appeal as to these decisions. Accordingly, we do not address these issues.



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EXHIBIT PAGE INTENTIONALLY LEFT BLANK

EXHIBIT "A"

CARY COLT PAYNE, CHTD.
Attorneys at Law

CARY COLT PAYNE, ESQ.
Admitted in Nevada & California

October 13, 2017
Sent via email: tiffany@anthonybarney.com

Tiffany S. Barney, Esq.
ANTHONY L. BARNEY LTD.
3317 W. Charleston Blvd., Suite B
Las Vegas, NV 89102

RE: Christian Family Trust u.a.d. 10/11/16
Case No.: P-17-092512-T

Dear Ms. Barney:

We note your correspondence of October 6, 2017, with your carefully veiled threats, quoting case law. It is unfortunate that every correspondence received from your firm these days contains some sort of new or enhanced threat. You should be more concerned about the influences over your client, which you apparently do not want to face, given the facts and history of this matter, which we intend to move forward with.

Given those facts, it is my client's position that at the directions of their late father's concerns and in order to protect the trust, trust property, away from any exploitation, the funds in question have been sequestered into a blocked account. It is not conversion as you assert. The only bills that need to be paid are those related to the rental/real property. If your client wants to exercise her right to any support of the net income of the trust estate, please put your request in writing, and I am assured that if it is reasonable the necessary arrangements can be made. We will leave it up to the District Court to decide as to the ultimate distribution, etc.

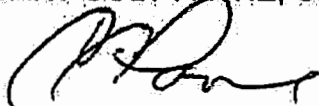
As to your refusals to allow David Grant, Esq. to give any testimony, you may want to review NRS 49.115(2) et seq.

Because your firm has a history of personal attacks, why don't you try and do something positive, like look to constructive approaches to problem resolution. Along those lines, I challenge your firm to research various methods of a problem solving approach, such as collaborative conflict resolution.

Please try to act at least professional.

Sincerely,

CARY COLT PAYNE, CHTD.



CARY COLT PAYNE, ESQ.
CCP/ma
cc: clients



700 S. Eighth Street, Las Vegas, NV 89101
Tel: 702.383.9010 • Fax: 702.383.9049
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CARY COLT PAYNE, CHTD.

Attorney at Law

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EXHIBIT "B"

Disputed billing items- Monte Reason and/or Eviction

Bates	Date	Item	Amount
11	7/20/17	Email-Powell re removing possible tenants	\$175.00
11	7/21/17	Draft 30 day notice & instructions	\$245.00
11	7/23/17	Runner fee-30 day notice	\$23.30
11	7/24/17	Telephone call with Monte	\$75.00
11	7/24/17	Fees serve & post 30 day	\$100.00
15	8/2/18	Draft no cause notice to Raymond Christian,Jr.;	\$175.00
15	8/28/17	Runner fee plus mileage to Legal Process Service for service of Thirty Day No Cause- Notice to Quit to Raymond· Christian Jr.	\$23.30
15	8/28/17	Fees serve & post 30 day	\$100.00
17	9/22/17	Telephone conversation with trustee re: trust funds and continued hearing	\$70.00
22	10/12/17	Fee to Legal Process Service to serve Five-Day Notice of Unlawful Detainer	\$100.00
22	10/17/17	Case discussion re: eviction; Review affidavit of service of five day notice; Draft complaint for unlawful detainer; Prepare exhibits	\$875.00
22	10/18/17	Revise complaint for unlawful detainer	\$910.00
23	10/20/17	Finalize and file complaint for unlawful detainer; Draft ex parte application of OSC; Draft affidavit In support of ex parte application for OSC; Draft emails to J. Powell re: reviewing and signing complaint and ex parte application: Review emails from J. Powell re: changes to. complaint and ex parte application; Prepare exhibits for complaint; Prepare complaint for filing (4 hrs)	\$1,400.00
23	10/25/17	Efile fee for Complaint for Unlawful-Detainer	75.70
23	10/25/17	Review filed complaint Prepare ex parte application for OSC for filing; Finalize affidavit and exhibits thereto; Telephone conversation with court clerk re: .OSC timeline	
23	10/25/17	Efile fee for Ex Parte-Application for Order to Show Cause Why a Temp. Writ of Restitution Should Not Issue	3.50
23	10/31/17	Runner fee to drop off Summons, Complaint and OSC to Legal process Service	23.30
25	11/9/17	Fee for service of complaint for unlawful detainer to Raymond Christian, Jr. \$85.00 on 11/0217	\$85.00
27	11/27/17	Review answer/objection filed by Raymond Jr. in the unlawful detainer case	\$70.00
27	11/28/17	Draft reply In unlawful detainer action; Perform research on case issues (3.3 hr)	\$1,155.00
27	11/28/17	Revise supplement and forward to J. Powell and TSB	\$225.00
27	11/29/17	Review J. Powell's email; Review file and prepare exhibit to reply; Prepare reply for tiling: Review J. Powells email	\$175.00

28	11/29/17	Efile fee, Reply To Defendant's Objection To Temporary Writ of Restitution	\$3.50
29	11/30/17	Review case docket re: hearings; Draft email to J. Powell; Draft order for temporary writ of restitution; Draft temporary writ of restitution	\$175.00
29	12/5/17	Attend justice court hearing on unlawful detainer action. and order to show cause hearing; Telephone call to client re.... (3.4 hr)	\$1,190.00
29	12/6/17	Review J. Powell's petition	\$75.00
29	12/6/17	Review J. Powell's petition and make suggested changes in line with client's wishes (3.8 hr)	\$1,338.00
29	12/7/17	Finalize corrections to trustee's pleading; Draft email to J. Powell (2.2 hr)	\$770.00
31	12/20/17	Telephone call to Trustee re: lockout of Bluffpoint Dr. Property; Prepare instructions to constable	\$105.00
31	12/20/17	Constable fee	\$41.00
31	12/20/17	Filing fee for Writ & bond	\$325.00
31	12/27/17	Telephone conversation with All American Locksmith re: delivery of keys to Bluff Point Dr property	\$70.00
32	12/28/17	Call to Trustee re: keys to Bluff Point Dr. home; telephone conversation with J. Powell re: case issues and address of former trustees	\$105.00
34	12/28/17	All American Locksmith- Fee to changes locks at BluffPoint Dr. Property	28.00

TOTAL: \$10,309.60

Disputed billing items- Nancy New Estate Planning/Nancy Estate matters

Bates	Date	Item	Amount
11	7/17/17	Draft trust documents for Nancy Christian Trust	\$750.00
19	9/29/17	Draft fee agreement/meet with client	\$450.00
19	9/29/17	Review engagement agmt; meet with client	\$805.00
31	12/19/17	12/19/17 Telephone conversation with Trustee re: former trustees attempting to obtain remains of client against her wishes; Telephone conversation with Brandy at crematory; Review Nancy's Last Will and Testament; Prepare fax letter to Brandy with Last Will and Testament; Telephone conversations with J. Powell re: funeral home issues	\$595.00
31	12/19/17	Received call from attorney at funeral home regarding cremation dispute; Prepare instructions for estate matters	\$120.00

TOTAL: \$2,720.00**Disputed billing items- David Grant, Esq.**

Bates	Date	Item	Amount
17	9/18/17	Telephone conversation with D. Grant	\$150.00
17	9/19/17	Telephone conversation with D. Grant	\$175.00
17	9/20/17	Review Grant file (first time) Provide analysis re: info for trustee (Monte) and possible claims against prior trustees	\$105.00
18	9/26/17	Draft letter to David Grant; Draft letter to State Bar. (6.1 hr)	\$1,525.00
18	9/27/17	Review/draft/revise letter to Nevada State Bar re: David Grant Review ethical rules and cases; Review/revise letter to David Grant; Discussion and analysis re: David Grant and violation of ethical rules (2.9 hr)	\$1,015.00
19	9/28/17	Review Grant file (second time)	\$175.00

TOTAL: \$3,145.00**Disputed billing items- Miscellaneous**

Bates	Date	Item	Amount
20	10/4/17	Draft/Revise Reply to Opposition .to Motion to dismiss; Case discussion; Telephone conversation with Jackie: File pleading (4.9 hr)	\$1,225.00
21	10/13/17	Draft Declarations for Raymond Iokia and Jackie Utkin; Telephone conversation with Jackie	\$850.00
26	11/15/17	Meeting with client; Draft letter to LVPMD (3 hr)	\$1,050.00
29	12/7/17	Draft subpoena for Susan Payne's bank account	\$150.00

TOTAL: \$ 3,275.00

Disputed billing items- ALB/Powell- post Nancy death

Bates Amount	Date	Item	
30	12/14/17	Draft email to J. Powell; Telephone conference with ALB, TSB, and J. Powell re: death of client and the pending litigation (1.2 hours)	\$300.00
30	12/14/17	Telephone conversation with trustee (Monte) re: Nancy's passing; Telephone conversations with J. Powell re: case issues. (1.8 hr)	\$630.00
30	12/14/17	Telephone conference with Joey Powell regarding current litigation and death of the client (.7 hr)	\$280.00
31	12/15/17	Draft correspondence to J. Powell; Telephone conversation with J. Powell (2.5 hr)	\$875.00
31	12/15/17	Case discussion re: death of client	\$125.00
31	12/19/17	Draft email to J. Powell (letter re billing)	\$125.00
32	12/28/17	Telephone call to J. Utkin, Re: acting as Trustee of the Christian Family Trust	\$50.00
33	1/3/18	Telephone conversation with J. Powell (Powell email pre-approving fees sent 1/4/18)	\$175.00
33	1/12/18	Telephone conversation with J. Kirschner	\$75.00
34	1/25/18	Draft correspondence to counsel for new trustee re: payment of fees and lien on cases; Draft petition for fees and costs; Draft memorandum of costs and disbursements; Review billing statements (3.8 hr) (letter re pre-approval for billing- response of Kirschner with agreement not to oppose billing sent 2/1/18)	\$1,330.00
TOTAL:			\$3,915.00



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EXHIBIT "C"

ANTHONY L. BARNEY, LTD

Attorneys and Counselors at Law

3317 W. Charleston Boulevard, Suite B
Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

www.anthonybarney.com

Invoice

Invoice #: 1836

Invoice Date: 2/28/2017

Due Date: 3/15/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
02/16/17 Initial consultation with client (TSB)		100.00	100.00
Total			\$100.00
Payments/Credits			-\$100.00
Balance Due			\$0.00

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Facsimile: (702) 259-1116

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Invoice

Invoice #: 1902

Invoice Date: 3/15/2017

Due Date: 3/30/2017

Case:

Client Number:

Bill To:

Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff:

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
03/15/17 Meeting with client; Message left with David Grant; Telephone conversation with David Grant re: trust, current situation (TSB)	0.6	350.00	210.00
Total			\$210.00
Payments/Credits			-\$210.00
Balance Due			\$0.00

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Attorneys and Counselors at Law

3317 W. Charleston Boulevard, Suite B
Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

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Invoice

Invoice #: 1931

Invoice Date: 3/31/2017

Due Date: 4/15/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
03/16/17 Draft release for information from Grant, Morris, Dodds (TSB)	0.4	350.00	140.00
03/22/17 Telephone conversation with client; Draft email to David Grant, Esq., re: request for documents and release of information (TSB)	0.2	350.00	70.00
03/23/17 Review trust and all accompanying trust documents; Draft letter to Trustees re: requests for information relating to sale of trust real property, distributions, personal property, etc. (TSB)	2	350.00	700.00
03/27/17 Meeting with client; Finalize letter to trustees (TSB)	1.6	350.00	560.00
Total			\$1,470.00
Payments/Credits			-\$1,470.00
Balance Due			\$0.00

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Invoice

Invoice #: 1971

Invoice Date: 4/17/2017

Due Date: 5/1/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff:

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
04/06/17 Telephone conversation with client re: [REDACTED] [REDACTED]; Draft email to David Grant re: possible representation of trustees; Review email from David Grant re: not representing trustees (TSB)	0.4	350.00	140.00
Total			\$140.00
Payments/Credits			-\$140.00
Balance Due			\$0.00

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Invoice

Invoice #: 2008

Invoice Date: 4/28/2017

Due Date: 5/13/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
04/17/17 Telephone conversation with client re: [REDACTED] [REDACTED] (TSB)	0.3	350.00	105.00
04/18/17 Draft letter to Trustees; Telephone conversation with client re: [REDACTED] [REDACTED] (TSB)	0.8	350.00	280.00
04/28/17 Review letter from Cary Payne re: representation of trustees (TSB)	0.1	350.00	35.00
Total			\$420.00
Payments/Credits			-\$420.00
Balance Due			\$0.00

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Invoice

Invoice #: 2027

Invoice Date: 5/15/2017

Due Date: 5/30/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
05/01/17 Telephone call to Cory Colt Payne, attorney for trustees; Telephone conversation with client re: case strategy (TSB)	0.3	350.00	105.00
05/02/17 Review letter from Cory Colt Payne; Begin draft of modification to change trustee (TSB)	0.4	350.00	140.00
05/02/17 Review trust and prepare amendment analysis (ALB)	0.1	400.00	40.00
05/03/17 Telephone conversations with client re: [REDACTED] (0.9); Discussion with ALB re: change of trustees to Christian trust (0.2) (TSB)	1.1	350.00	385.00
05/08/17 Call to client; Telephone conversation with nephew; Telephone conversation with client re: [REDACTED] (TSB)	0.4	350.00	140.00
05/09/17 Telephone conversation with client re: [REDACTED] (TSB)	0.3	350.00	105.00
05/11/17 Draft information needed from doctor and prepare for client (TSB)	0.4	350.00	140.00
Total			\$1,055.00
Payments/Credits			-\$1,055.00
Balance Due			\$0.00

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Attorneys and Counselors at Law

3317 W. Charleston Boulevard, Suite B
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Invoice #: 2057

Invoice Date: 5/31/2017

Due Date: 6/15/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Oriand Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**Anthony L. Barney, Esq. (Attorney) at \$400.00/hour
Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour
Zachary D. Holyoak (Attorney) at \$250.00/hour
Paralegals at \$125.00/hour
Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
05/16/17 Finalize Designation of Trustee and Successor Trustee; Draft follow-up email to Cory Colt Payne requesting financial information from trustees (TSB)	0.5	350.00	175.00
05/17/17 Draft letter to client re: [REDACTED] [REDACTED] [REDACTED] Draft Certificate of Independent Review (TSB)	0.9	350.00	315.00
05/17/17 Review/revise letter to client (ZDH)	0.2	250.00	50.00
05/22/17 Review email from Payne's assistant; Review Christian trust documents; Draft letter to client re: [REDACTED] (TSB)	0.6	350.00	210.00
05/25/17 Draft email to independent attorney re: providing an Independent review for client (TSB)	0.2	350.00	70.00
05/26/17 Review fax from client re: [REDACTED] (TSB)	0.2	350.00	70.00
Total			\$890.00
Payments/Credits			-\$890.00
Balance Due			\$0.00

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Invoice

Invoice #: 2100

Invoice Date: 6/15/2017

Due Date: 6/30/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #38
Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
06/01/17 Review Tanko's email re: certificate of independent attorney review; Draft letter to client (TSB)	0.4	350.00	140.00
06/01/17 Draft and update modification to Trust (ALB)	0.3	400.00	120.00
06/02/17 Finalize modification; Draft letter to Tanko re: modification to be reviewed with possible client and certificate needed (TSB)	0.3	350.00	105.00
06/09/17 Review email from Tanko re: certificate of independent review; Draft email to Tanko re: original certificate (TSB)	0.1	350.00	35.00
06/12/17 Runner fee plus mileage to Recorder's office to record Modification and Designation of Trustee and Successor Trustee=\$22.20 Recording fee=\$18.00 (ADM)		40.00	40.00
06/12/17 Meeting with client re: [REDACTED] [REDACTED] Draft letter to Cory Colt Payne re: preservation of trust assets and modification executed by client (TSB)	1.9	350.00	665.00
06/15/17 Review email from Joey Powell re: Christian Family Trust; Draft email in response (TSB)	0.1	350.00	35.00
Total			\$1,140.00
Payments/Credits			-\$1,140.00
Balance Due			\$0.00

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Invoice

Invoice #: 2160

Invoice Date: 6/30/2017

Due Date: 7/15/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
06/19/17 Telephone conversation with client; Draft email to Joey Powell (TSB)	0.3	350.00	105.00
06/20/17 Review email from Powell re: certificate of incumbency; Draft email to Cory Colt Payne re: certificate of incumbency and safeguarding property (TSB)	0.2	350.00	70.00
06/23/17 Review email from Powell re: trust assets; Draft email to Powell re: trust documents showing assets (TSB)	0.1	350.00	35.00
06/28/17 Review Powell's email; Review letter to Cory Colt Payne by Powell; Left telephone msg. with client (TSB)	0.1	350.00	35.00
06/29/17 Telephone conversation with client; Draft email to Joey Powell re: Bluffpoint Drive property (TSB)	0.2	350.00	70.00
Total			\$315.00
Payments/Credits			-\$315.00
Balance Due			\$0.00

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Facsimile: (702) 259-1116
www.anthonybarney.com**Invoice**

Invoice #: 2204

Invoice Date: 7/15/2017

Due Date: 7/30/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Oriand Street #39
Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff:

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
07/11/17 Draft email to Powell re: case update (TSB)	0.1	350.00	35.00
07/13/17 Review Joey Powell's email re: request for schedules; Left telephone msg. with client; Review file for trust schedules; Draft email to J. Powell re: trust documents included from prior attorney (TSB)	0.3	350.00	105.00
07/14/17 Telephone message left with client (TSB)	0.1	350.00	35.00
Total			\$175.00
Payments/Credits			-\$175.00
Balance Due			\$0.00

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Las Vegas, Nevada 89102-1835

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Invoice

Invoice #: 2221

Invoice Date: 7/31/2017

Due Date: 8/15/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff:

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
07/17/17 Meeting with client re: [REDACTED] [REDACTED] Draft certificate of independent review; Draft email to Sean Tanko re: certificate of independent review; Review Christian Declaration of Trust (TSB)	3.2	350.00	1,120.00
07/17/17 Draft Trust documents for Nancy Christian Trust (ZDH)	3	250.00	750.00
07/18/17 Review email from Joey Powell re: Christian Family Trust matters; Draft email to Joey (TSB)	0.2	350.00	70.00
07/19/17 Review Nancy Christian Trust documents (TSB)	0.7	350.00	245.00
07/20/17 Review Joey Powell's email re: removing possible tenants in Bluff St. Property; Prepare Trust documents for Sean Tanko independent review; Draft email to Sean Tanko re: independent review (TSB)	0.5	350.00	175.00
07/21/17 Execution of trust documents; Draft 30 day notice to vacate Bluff Point Dr. property; Draft instructions to LPS (TSB)	0.7	350.00	245.00
07/23/17 Runner fee plus mileage to LPS, serve 30 Day Notice (ADM)		23.30	23.30
07/24/17 Telephone conversation with Monte; Review file for previous estate plans (ZDH)	0.3	250.00	75.00
07/24/17 Fee to serve and post 30 Day Notice (ADM)		100.00	100.00

Total**Payments/Credits****Balance Due**

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Invoice

Invoice #: 2221

Invoice Date: 7/31/2017

Due Date: 8/15/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour.

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
07/31/17 Runner fee plus mileage to Recorder's office=\$22.20 Recording fees, trust documents=\$88.00 (ADM)		110.20	110.20
Total			\$2,913.50
Payments/Credits			-\$2,913.50
Balance Due			\$0.00

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Invoice

Invoice #: 2270

Invoice Date: 8/15/2017

Due Date: 8/31/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
08/01/17 Review and update case status (ALB)	0.1	400.00	40.00
08/04/17 Telephone call from client; Case Discussion with ALB; Telephone call to counsel for Trustee (ZDH)	0.7	250.00	175.00
08/08/17 Telephone conversation with J. Powell (ZDH)	0.6	250.00	150.00
08/14/17 Draft Objection to Petition from Previous Trustees; Draft Subpoena to Chase Bank (ZDH)	1.2	250.00	300.00
08/14/17 Review petition from prior trustees re: taking jurisdiction over Christian Family Trust; Draft email to C. Payne re: division of trust; Discussion with Zach re: case strategy (TSB)	1.4	350.00	490.00
Total			\$1,155.00
Payments/Credits			-\$171.50
Balance Due			\$983.50

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Invoice

Invoice #: 2293

Invoice Date: 8/31/2017

Due Date: 9/15/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
08/15/17 Draft subpoena to Chase Bank, Draft notice of deposition, Draft/Revise Motion to dismiss (ZDH)	2	250.00	500.00
08/15/17 Revise/finalize subpoena to Chase bank; Telephone conversation with client (TSB)	0.5	350.00	175.00
08/15/17 Runner fee plus mileage to Legal Process Service, to serve Subpoena Duces Tecum to Chase Bank (ADM)		23.30	23.30
08/16/17 Draft/Revise Motion to dismiss (ZDH)	1.7	250.00	425.00
08/16/17 Draft letter to Cary Colt Payne re: thirty day notice; Draft/revise notice of motion and motion to dismiss (TSB)	3.1	350.00	1,085.00
08/17/17 Meeting with client re: [REDACTED] (TSB)	0.4	350.00	140.00
08/17/17 Review/finalize Motion to Dismiss (ZDH)	0.2	250.00	50.00
08/17/17 Efile fee for Receipt of Copy (ADM)		3.50	3.50
08/17/17 Runner fee plus mileage to Cary Payne's office to drop off Notice of Taking Deposition (ADM)		23.30	23.30
08/17/17 Efile/copy fee for Notice of Motion and Motion to Dismiss (ADM)		6.00	6.00
08/17/17 Fee to serve Subpoena Duces Tecum to Chase Bank (ADM)		70.00	70.00
08/21/17 Review Powells' email; Draft email in response; Review filed documents (TSB)	0.2	350.00	70.00
Total			
Payments/Credits			
Balance Due			

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Invoice

Invoice #: 2293

Invoice Date: 8/31/2017

Due Date: 9/15/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
08/22/17 Draft errata to include missing page; Draft email to Powell (TSB) (no charge)	0.4	0.00	0.00
08/22/17 Draft letter and email to Cary Colt Payne re: request for accounting and information; Review relevant trust and statutory authority (TSB)	0.8	350.00	280.00
08/23/17 Telephone conversation with J. Powell (ZDH)	0.5	250.00	125.00
08/25/17 Prepare for and attend hearing re: Payne's request to transfer to Probate Judge (ZDH)	0.3	250.00	75.00
08/28/17 Draft no cause notice to Raymond Christian, Jr.; Draft HIPAA Release for client; Draft corrective deed (TSB)	0.5	350.00	175.00
08/28/17 Runner fee plus mileage to Legal Process Service for service of Thirty Day "No Cause" Notice to Quit to Raymond Christian Jr. (ADM)		23.30	23.30
08/28/17 Fee to serve Thirty Day "No Cause" Notice to Quit to Raymond Christian, Jr.		100.00	100.00
08/30/17 Review medical records; Review Powell's email re: hearing; Draft email to Powell in response (TSB)	0.2	350.00	70.00
08/31/17 Review court's scheduling of status check; Discussion with Zach re: peremptory challenge; Draft email to Powell re: status check (TSB)	0.2	350.00	70.00
Total			\$3,489.40
Payments/Credits			\$0.00
Balance Due			\$3,489.40

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Invoice

Invoice #: 2348

Invoice Date: 9/15/2017

Due Date: 9/30/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Oriand Street #39
Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff:

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
08/31/17 Draft Peremptory challenge of Judge Sturman; Telephone conversation with Chase Bank (ZDH)	0.9	250.00	225.00
09/01/17 Fee to file peremptory challenge (ADM)		450.00	450.00
09/01/17 Telephone a conversation with Chase Bank (ZDH)	0.2	250.00	50.00
09/11/17 Review correspondence from C. Payne (TSB)	0.2	350.00	70.00
09/11/17 Prepare analysis for response from C. Payne (ALB)	0.2	400.00	80.00
Total			\$875.00
Payments/Credits			\$0.00
Balance Due			\$875.00

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Las Vegas, Nevada 89102-1835

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Invoice

Invoice #: 2378

Invoice Date: 9/29/2017

Due Date: 10/14/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff:

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
09/15/17 Review J. Powell's joinder and objection; Discussion with Zach re: case strategy (TSB)	0.6	350.00	210.00
09/15/17 Case Discussion with TSB; Draft email to David Grant (ZDH)	0.8	250.00	200.00
09/18/17 Telephone conversation with D. Grant; Telephone conversation with J. Powell (ZDH)	0.6	250.00	150.00
09/19/17 Review Chase documents; Provide analysis re: needed case information and strategy (TSB)	0.5	350.00	175.00
09/19/17 Telephone conversation with D. Grant; Case Discussion with TSB (ZDH)	0.7	250.00	175.00
09/19/17 Scan documents received from Chase Bank (ADM)	4	75.00	300.00
09/20/17 Review Grant file; Provide analysis re: info for trustee and possible claims against prior trustees (TSB)	0.3	350.00	105.00
09/20/17 Telephone conversation with J. Powell (ZDH)	1.1	250.00	275.00
09/21/17 Draft letter to Cary Colt Payne, Esq. re: his client's breaches, accounting, return of funds; Prepare attachment and letter for delivery (TSB)	1.3	350.00	455.00
09/21/17 Review and Revise letter to C. Payne (ZDH)	0.5	250.00	125.00
09/21/17 Runner fee plus mileage to Cary Payne's office to deliver letter (ADM)		23.30	23.30
09/22/17 Telephone conversation with trustee re: trust funds and continued hearing (TSB)	0.2	350.00	70.00

Total**Payments/Credits****Balance Due**

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Invoice

Invoice #: 2378

Invoice Date: 9/29/2017

Due Date: 10/14/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
09/26/17 Draft letter to David Grant; Draft subpoenas re: IRAs, Life Insurance, and Bank accounts; Draft letter to State Bar; Case discussion with TSB (ZDH)	6.1	250.00	1,525.00
09/26/17 Telephone conversations with client; Discussion re: subpoenas needed to obtain financial information; Finalize subpoenas; Prepare for service; Draft instructions to LPS; Draft notice of taking depositions (TSB)	2.7	350.00	945.00
09/26/17 Payment to MED-R for providing client's medical records (ADM)		56.10	56.10
09/26/17 Five (5) Witness fees @ \$25.00 each = \$125.00 (Wells Fargo Bank, Vaya Financial Partners, Oxford Insurance Services, Jackson National Life Distributors and Foresters Financial Services) (ADM)		125.00	125.00
09/27/17 Draft letter to C. Payne (ZDH)	1.1	250.00	275.00
09/27/17 Review/draft/revise letter to Nevada State Bar re: David Grant; Review ethical rules and cases; Review/revise letter to David Grant; Discussion and analysis re: David Grant and violation of ethical rules (TSB)	2.9	350.00	1,015.00
09/27/17 Fee to JP Morgan Chase Bank Subpoenaed documents (ADM)		410.70	410.70
09/28/17 Telephone calls to client; Revise letter to Cary Colt Payne; Draft subpoena to Wells Fargo Advisors; Review Chase documents; Draft notice of taking deposition (TSB)	1.6	350.00	560.00
Total			
Payments/Credits			
Balance Due			

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3317 W. Charleston Boulevard, Suite B

Las Vegas, Nevada 89102-1835

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Facsimile: (702) 259-1116

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Invoice

Invoice #: 2378

Invoice Date: 9/29/2017

Due Date: 10/14/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff:

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
09/28/17 Review File from David Grant; Review Person Reports on S. Payne, R. Christian, and R. Keach (ZDH)	0.7	250.00	175.00
09/28/17 Witness Fee to Wells Fargo Advisors (ADM)		25.00	25.00
09/28/17 Runner fee plus mileage to Legal Process Service to serve Subpoena to Wells Fargo Advisors Financial Network (ADM)		23.30	23.30
09/28/17 Efile fee for Notice of Taking Deposition (ADM)		6.00	6.00
09/29/17 Draft engagement agreement; Meet with client (ZDH)	1.8	250.00	450.00
09/29/17 Review engagement agreement; Prepare for meeting with client; Meeting with client; Case discussion re: future case strategy (TSB)	2.3	350.00	805.00
Total			\$8,659.40
Payments/Credits			\$0.00
Balance Due			\$8,659.40

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Invoice

Invoice #: 2404

Invoice Date: 10/16/2017

Due Date: 10/31/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
10/03/17 Telephone call to Oxford; Telephone conversation with client re: case issues; Telephone conversation with Oxford agent re: subpoena (TSB)	0.4	350.00	140.00
10/02/17 Research issues for reply (ZDH)	0.5	250.00	125.00
10/03/17 Draft Reply to Opposition to Motion to Dismiss (ZDH)	0.6	250.00	150.00
10/04/17 Draft/Revise Reply to Opposition to Motion to dismiss; Case discussion; Telephone conversation with Jackie; File pleading (ZDH)	4.9	250.00	1,225.00
10/04/17 Draft/revise/reply Reply to Opposition to Motion to Dismiss; Review file and prepare exhibits to Reply (TSB)	3.8	350.00	1,330.00
10/05/17 Telephone conversation with D. Kelfer; Draft Letter to C. Payne (ZDH)	0.9	250.00	225.00
10/05/17 Review email from Kiefer re: SAO to postpone hearing; Review and execute SAO to postpone hearing; Draft email to Kiefer re: SAO (TSB)	0.4	350.00	140.00
10/05/17 Legal Process Service Fees - Service of Four Subpoena Duces Tecum (ADM)		280.00	280.00
10/06/17 Draft /revise letter to Mr. Payne re: fraudulent transfer and returning trust funds to trustee (TSB)	0.5	350.00	175.00
10/11/17 Review Forester documents; Draft email to Lindsay with Forester re: life insurance policy; Review court documents and prepare for court hearing (TSB)	2.5	350.00	875.00

Total**Payments/Credits****Balance Due**

ANTHONY L. BARNEY, LTD

Attorneys and Counselors at Law

3317 W. Charleston Boulevard, Suite B
Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

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Invoice

Invoice #: 2404

Invoice Date: 10/16/2017

Due Date: 10/31/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
10/12/17 Review documents received from Wells Fargo and Wells Fargo Advisors (ZDH)	1	250.00	250.00
10/12/17 Review Wells Fargo documents received pursuant to subpoena (TSB)	0.6	350.00	210.00
10/13/17 Draft Declarations for Raymond Iokia and Jackie Utkin; Telephone conversation with Jackie (ZDH)	3.4	250.00	850.00
10/13/17 Review letter from Mr. Payne; Discussion with Zach re: case issues	0.2	350.00	70.00
Total			\$6,045.00
Payments/Credits			\$0.00
Balance Due			\$6,045.00

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Invoice

Invoice #: 2434

Invoice Date: 10/31/2017

Due Date: 11/15/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
10/11/17 Parking fee to attend hearing (ADM)		2.00	2.00
10/12/17 Fee to Legal Process Service to serve Five-Day Notice of Unlawful Detainer (ADM)		100.00	100.00
10/16/17 Draft joint petition with various claims against former trustees (TSB)	2.3	350.00	805.00
10/16/17 Revise declarations; Draft letter to C. Payne (ZDH)	2.8	250.00	700.00
10/17/17 Case discussion re: eviction; Review affidavit of service of five day notice; Draft complaint for unlawful detainer; Prepare exhibits (TSB)	2.5	350.00	875.00
10/17/17 Telephone conversation with J. Powell; Draft email to J. Powell (ZDH)	0.8	250.00	200.00
10/18/17 Review J. Powell's joinder; Meeting with client re: [REDACTED]; Revise complaint for unlawful detainer (TSB)	2.6	350.00	910.00
10/18/17 Telephone conversation with S. Liufau, Revise letter to C. Payne. (ZDH)	1.2	250.00	300.00
10/19/17 Prepare for and attend hearing; Conversation with J. Powell re: case issues (TSB)	1.8	350.00	630.00
10/19/17 Prepare for and attend hearing (ZDH)	0.7	250.00	175.00
10/19/17 Parking fee to attend hearing = \$3.00 (ADM)		3.00	3.00
10/20/17 Revise counterpetition (ZDH)	0.7	250.00	175.00

Total**Payments/Credits****Balance Due**

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Invoice

Invoice #: 2434

Invoice Date: 10/31/2017

Due Date: 11/15/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
10/20/17 Finalize and file complaint for unlawful detainer; Draft ex parte application of OSC; Draft affidavit in support of ex parte application for OSC; Draft emails to J. Powell re: reviewing and signing complaint and ex parte application; Review emails from J. Powell re: changes to complaint and ex parte application; Prepare documents for VOYA; Draft letter to VOYA for Raymond Christian documents; Prepare exhibits for complaint; Prepare complaint for filing (TSB)	4	350.00	1,400.00
10/20/17 Extra Fee to Voya Financial Partners, LLC for document retrieval (ADM)		25.00	25.00
10/20/17 Efile fee for Complaint for Unlawful-Detainer		75.70	75.70
10/25/17 Review filed complaint; Prepare ex parte application for OSC for filing; Finalize affidavit and exhibits thereto; Telephone conversation with court clerk re: OSC timeline (TSB)	1.2	350.00	420.00
10/25/17 Efile fee for Ex Parte Application for Order to Show Cause Why a Temp. Writ of Restitution Should Not Issue (ADM)		3.50	3.50
10/31/17 Runner fee to drop off Summons, Complaint and OSC to Legal Process Service (ADM)		23.30	23.30
Total			\$6,822.50
Payments/Credits			\$0.00
Balance Due			\$6,822.50

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Invoice

Invoice #: 2478

Invoice Date: 11/15/2017

Due Date: 11/30/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
10/31/17 Draft email to J. Powell; Review email from J. Powell; Prepare documents for review (TSB)	0.6	350.00	210.00
10/31/17 Revise email to J. Powell (ZDH)	0.2	250.00	50.00
11/01/17 Discuss judge's order from motion to dismiss hearing (TSB)	0.2	350.00	70.00
11/02/17 Review judge's order; Begin draft objection; Draft counterpetition (TSB)	1.3	350.00	455.00
11/02/17 Telephone conversation to J. Powell (ZDH)	0.1	250.00	25.00
11/03/17 Draft petition for accounting; Draft emails to J. Powell re: petition for accounting; Prepare exhibits; Draft notice of hearing (TSB)	3.4	350.00	1,190.00
11/03/17 Review file; Draft Objection and Counterpetition; Review Petition Re: accounting (ZDH)	2.8	250.00	700.00
11/03/17 Efile fee for Joint Petition for Review of Former Trustees Refusal to Provide a Proper Accounting (ADM)		3.50	3.50
11/03/17 Efile fee for Notice of Hearing (ADM)		3.50	3.50
11/06/17 Draft/revise Objection and counterpetition (ZDH)	3.7	250.00	925.00
11/07/17 Draft/revise objection and counterpetition; Research issues and case law (TSB)	4.1	350.00	1,435.00
11/07/17 Case discussion with TSB (ZDH)	0.6	250.00	150.00

Total**Payments/Credits****Balance Due**

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Invoice

Invoice #: 2478

Invoice Date: 11/15/2017

Due Date: 11/30/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
11/08/17 Scan Chase Bank documents into client file in preparation for requests for production (ADM)	3	75.00	225.00
11/08/17 Revise/finalize Objection and Counterpetition; Review file and prepare exhibits; Draft email to J. Powell (ZDH)	5.4	250.00	1,350.00
11/09/17 Fee to serve subpoenas to Voya Financial=\$75.00 and to Jackson National=\$55.00 on 10/05/17; Fee for service of complaint for unlawful detainer to Raymond Christian, Jr. = \$85.00 on 11/02/17 (ADM)		215.00	215.00
11/09/17 Meet with client [REDACTED]; Revise Objection and counterpetition based on additional details provided by client (ZDH)	3.9	250.00	975.00
11/13/17 Review J. Powell's email; Review letter from CCP to J. Powell; Revise/finalize petition for filing; Telephone call to client re: [REDACTED] Begin draft of responses to interrogatories (TSB)	2.7	350.00	945.00
11/13/17 Runner fee plus mileage to Family court to order Transcript = \$28.80; Transcript cost = \$12.00 (ADM)		40.80	40.80
11/13/17 Efile fee for Joint Objection to Petition to Assume Jurisdiction of Trust and Counterpetitions (ADM)		3.50	3.50
11/14/17 Draft/revise and finalize responses to interrogatories for client's review; Draft responses to requests for production (TSB)	3.1	350.00	1,085.00

Total**Payments/Credits****Balance Due**

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Invoice

Invoice #: 2478

Invoice Date: 11/15/2017

Due Date: 11/30/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff:

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
11/14/17 Draft and file NOH, Review and Revise discovery responses (ZDH)	0.6	250.00	150.00
11/14/17 Efile/copy fees for Notice of Hearing (ADM)		3.50	3.50
11/15/17 Meeting with client re; [REDACTED] [REDACTED] Draft letter to LVMPD; Review documents (TSB)	3	350.00	1,050.00
Total			\$11,259.80
Payments/Credits			\$0.00
Balance Due			\$11,259.80

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Invoice

Invoice #: 2535

Invoice Date: 11/30/2017

Due Date: 12/15/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
11/16/17 Draft/revise discovery responses; Review file; Gather documents in response to production requests (TSB)	2.4	350.00	840.00
11/17/17 Finalize discovery responses; Review file documents; Redact and process documents for production to Mr. Payne; Draft ROC (TSB)	3.1	350.00	1,085.00
11/17/17 Review Video Transcript; Draft Supplement to CounterPetition (ZDH)	1.1	250.00	275.00
11/21/17 Draft email to J. Powell (ZDH)	0.3	250.00	75.00
11/22/17 Provide instructions re: future case strategy and possible motion for summary judgment; Review emails from Joey Powell (TSB)	0.5	350.00	175.00
11/17/17 Runner fee plus mileage to deliver discovery responses to Carey Payne's office (ADM)		23.30	23.30
11/27/17 Review answer/objection filed by Raymond Jr in the unlawful detainer case (TSB)	0.2	350.00	70.00
11/28/17 Draft reply in unlawful detainer action; Perform research on case issues (TSB)	3.3	350.00	1,155.00
11/28/17 Revise supplement and forward to J. Powell and TSB (ZDH)	0.9	250.00	225.00
11/29/17 Review J. Powell's email; Review file and prepare exhibit to reply; Prepare reply for filing; Review J. Powell's email (TSB)	0.5	350.00	175.00
Total			
Payments/Credits			
Balance Due			

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Invoice

Invoice #: 2636

Invoice Date: 11/30/2017

Due Date: 12/15/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
11/29/17 Efile fee, Reply To Defendant's Objection To Temporary Writ of Restitution (ADM)		3.50	3.50
Total			\$4,101.80
Payments/Credits			\$0.00
Balance Due			\$4,101.80

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Facsimile: (702) 259-1116

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Invoice

Invoice #: 2560

Invoice Date: 12/15/2017

Due Date: 12/29/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Oriand Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
11/30/17 Review case docket re: hearings; Draft email to J. Powell; Draft order for temporary writ of restitution; Draft temporary writ of restitution (TSB)	0.5	350.00	175.00
12/05/17 Attend justice court hearing on unlawful detainer action and order to show case hearing; Telephone call to client re: [REDACTED] (TSB)	3.4	350.00	1,190.00
12/05/17 Parking fee (ADM)		2.00	2.00
12/06/17 Review J. Powell's petition (ZDH)	0.3	250.00	75.00
12/06/17 Review Former Trustee's Reply to the accounting petition; Review J. Powell's petition and make suggested changes in line with client's wishes; Telephone conversation with J. Powell (TSB)	3.8	350.00	1,330.00
12/06/17 Review correspondence regarding assets (ALB)	0.1	400.00	40.00
12/07/17 Draft subpoena for Susan Payne's bank account (ZDH)	0.6	250.00	150.00
12/07/17 Review letter from anonymous person; Finalize corrections to trustee's pleading; Draft email to J. Powell; Review financial records; Telephone conversation with Jackson National re: new account information; Draft email to Wells Fargo re: additional account information (TSB)	2.2	350.00	770.00
12/08/17 Attend hearing re: Payne's request to have the matter heard by the judge (ZDH)	0.3	250.00	75.00

Total**Payments/Credits****Balance Due**

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Las Vegas, Nevada 89102-1835

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Invoice

Invoice #: 2560

Invoice Date: 12/15/2017

Due Date: 12/29/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
12/11/17 Review J. Powell's email; Review latest Republic Services bill; Draft email in response to J. Powell (TSB)	0.2	350.00	70.00
12/12/17 Review J. Powell's email re: case update; Review msgs re: Nancy's condition (TSB)	0.2	350.00	70.00
12/13/17 Review filed motion; Draft email to J. Powell re: affidavit needed; Visit to Nancy (TSB)	1.6	350.00	560.00
12/13/17 Meeting with client in the hospital (ZDH)	1	250.00	250.00
12/14/17 Draft email to J. Powell; Telephone conference with ALB, TSB, and J. Powell re: death of client and the pending litigation (ZDH)	1.2	250.00	300.00
12/14/17 Draft NOH on Petitions; Telephone conversation with trustee re: Nancy's passing; Telephone conversations with J. Powell re: case issues (TSB)	1.8	350.00	630.00
12/14/17 Telephone conference with Joey Powell regarding current litigation and death of the client (ALB)	0.7	400.00	280.00
12/14/17 Efile/copy fee, Notice of Hearing (ADM)		3.50	3.50
Total			\$5,970.50
Payments/Credits			\$0.00
Balance Due			\$5,970.50

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Invoice

Invoice #: 2591

Invoice Date: 12/31/2017

Due Date: 1/15/2018

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff:

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
12/15/17 Draft correspondence to J. Powell; Telephone conversation with J. Powell; Begin preparation of suggestion of death (TSB)	2.5	350.00	875.00
12/15/17 Case discussion re: death of client (ZDH)	0.5	250.00	125.00
12/19/17 Telephone conversation with Trustee re: former trustees attempting to obtain remains of client against her wishes; Telephone conversation with Brandy at crematory; Review Nancy's Last Will and Testament; Prepare fax letter to Brandy with Last Will and Testament; Telephone conversations with J. Powell re: funeral home issues (TSB)	1.7	350.00	595.00
12/19/17 Received call from attorney at funeral home regarding cremation dispute; Prepare instructions for estate matters (ALB)	0.3	400.00	120.00
12/19/17 Draft email to J. Powell (ZDH)	0.5	250.00	125.00
12/20/17 Telephone call to Trustee re: lockout of Bluffpoint Dr. Property; Prepare instructions to constable (TSB)	0.3	350.00	105.00
12/20/17 Constable's fee (ADM)		41.00	41.00
12/20/17 Filing fee for Writ = \$75.00; Bond Amount = \$250.00 (ADM)		325.00	325.00
12/27/17 Telephone conversation with All American Locksmith re: delivery of keys to Bluff Point Dr property (TSB)	0.2	350.00	70.00

Total**Payments/Credits****Balance Due**

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Invoice

Invoice #: 2591

Invoice Date: 12/31/2017

Due Date: 1/15/2018

Case:

Client Number:

Bill To:

Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff:

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
12/28/17 Call to Trustee re: keys to Bluff Point Dr. home; Telephone conversation with J. Powell re: case issues and address of former trustees (TSB)	0.3	350.00	105.00
12/28/17 Telephone call to J. Utkin, Re: acting as Trustee of the Christian Family Trust (ZDH)	0.2	250.00	50.00
Total			\$2,536.00
Payments/Credits			\$0.00
Balance Due			\$2,536.00

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Invoice

Invoice #: 2659

Invoice Date: 1/15/2018

Due Date: 1/30/2018

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff:

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
01/03/18 Telephone conversation with J. Powell (ZDH)	0.7	250.00	175.00
01/11/18 Telephone conversation with J. Powell (ZDH)	0.3	250.00	75.00
01/11/18 Review NRCP 25; Draft email to Powell re: motion for substitution of Nancy's estate for Nancy (TSB)	0.2	350.00	70.00
01/12/18 Telephone conversation with J. Kirschner (ZDH)	0.3	250.00	75.00
01/15/18 Review substitution from Powell; Draft email to Powell re: substituting estate and filing motion (TSB)	0.1	350.00	35.00
Total			\$430.00
Payments/Credits			\$0.00
Balance Due			\$430.00

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Invoice

Invoice #: 2720

Invoice Date: 1/31/2018

Due Date: 2/15/2018

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #39
Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff:

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
07/19/17 Postage to Nancy Christian (ADM)		3.29	3.29
08/31/17 Clark County Recorder's office - fee for recordation of trust documents (ADM)		36.00	36.00
12/19/17 Postage to Joseph Powell, Esq. (ADM)		2.45	2.45
12/28/17 All American Locksmith - Fee to changes locks at BluffPoint Dr. Property (ADM)		28.00	28.00
01/17/18 Court Appearance (ZDH)	1.4	250.00	350.00
01/17/18 Discussion with Zach re: court appearance and future case issues (TSB)	0.2	350.00	70.00
01/22/18 Draft email to opposing counsel (ZDH)	0.1	250.00	25.00
01/25/18 Draft correspondence to counsel for new trustee re: payment of fees and lien on cases; Draft petition for fees and costs; Draft memorandum of costs and disbursements; Review billing statements (TSB)	3.8	350.00	1,330.00
01/25/18 Payment to Wells Fargo for requested discovery documents in Christian Family Trust matter. Invoice #254711 (ADM)		63.00	63.00
01/25/18 Draft email to opposing counsel (ZDH)	0.1	250.00	25.00

NOT A FINAL
BILL

Total \$1,932.74**Payments/Credits** \$0.00**Balance Due** \$1,932.74

1 ANTHONY L. BARNEY, ESQ.
NV State Bar No. 8366
2 TIFFANY S. BARNEY, ESQ.
NV State Bar No. 9754
3 ZACHARY D. HOLYOAK, ESQ.
4 NV State Bar No. 14217
5 **ANTHONY L. BARNEY, LTD.**
3317 W. Charleston Boulevard, Suite B
6 Las Vegas, NV 89102-1835
Telephone: (702) 438-7878
7 Facsimile: (702) 259-1116
E-Mail: office@anthonybarney.com
8 *Prior Attorneys for Nancy Christian,*
9 *Creditors of The Nancy Christian Trust*

10 **EIGHTH JUDICIAL DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 In the Matter of the

Case Number: P-17-092512-T

13 THE CHRISTIAN FAMILY TRUST

Dept.: S

14 Dated October 11, 2016

15 **MEMORANDUM OF COSTS AND DISBURSEMENTS**

16		
17	Filing Fees	\$ 636.50
18	Runner Fees	\$ 259.60
19	Postage Fees	\$ 5.74
20	Witness Fees	\$ 150.00
21	Service of Process Fees	\$ 865.00
22	Recording Fees	\$ 142.00
23	Parking Fees	\$ 7.00
24	Transcript Fees	\$ 12.00
25	Constable Fees	\$ 41.00
26	Bond	\$ 250.00
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Locksmith Fees \$ 108.33

Discovery Document Fees:

MED-R \$ 56.10

Chase Bank \$ 410.70

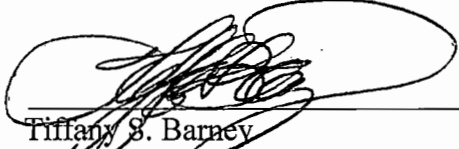
Voya \$ 25.00

Wells Fargo \$ 63.00

TOTAL: \$ 3,031.97

I, Tiffany Barney, Esq., declares the following under penalty of perjury: I am the Declarant herein and am an employee of Anthony L. Barney, Ltd., in the above-entitled matter and have personal knowledge of the above costs and disbursements expended; that the items contained in the above memorandum are true and correct to the best of this Declarant's knowledge and belief; and that the said disbursements have been necessarily incurred and paid in this action. I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED on this 8th day of February, 2018.


Tiffany S. Barney



CARY COLT PAYNE, CHTD.

Attorney at Law

700 S. Eighth Street • Las Vegas, Nevada 89101
(702) 383-9010 • Fax (702) 383-9049

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EXHIBIT “D”



Layne T. Rushforth, J.D.
Managing Partner
Licensed in Nevada & Utah
layno@rlklegal.com

Kennedy E. Lee, J.D.
Partner
Licensed in Nevada
kenney@rlklegal.com

Daniel P. Kiefer, J.D.
Partner
Licensed in Nevada
dpm@rlklegal.com

Joseph J. Powell, J.D.
Of Counsel
Licensed in Nevada & California
joey@rlklegal.com

January 4, 2018

Sent via U.S. mail and via e-mail to tiffany@anthonybarney.com

Tiffany Barney, Esq.
Anthony Barney, Ltd.
3317 W. Charleston Blvd, Suite B
Las Vegas, Nevada 89102-1835

Re: Christian Family Trust/your letter dated December 19, 2017
(Our File: 7745)

Dear Tiffany:

I am in receipt of your letter dated December 19, 2017 in which you have requested that my client, Monte Reason, the trustee of the Christian Family Trust (the "Trust"), either approve or reject, in writing, your request for payment from the Trust for the work that you performed on behalf of the late Nancy Christian relating to her rights as a co-settlor, and sole beneficiary, of the Trust during her lifetime.

I have spoken with Mr. Reason about your request and Mr. Reason has authorized me to confirm for you, via this correspondence, that he approves your request for payment in its entirety. With this said, as you are aware, Mr. Reason has no access to the liquid funds belonging to the Trust because of the actions taken by the former trustees of the Trust, Susan G. Christian-Payne, Raymond T. Christian, Jr., and Rosemary K. Christian-Keach, and in turn their attorney, Mr. Payne, who have placed all of the liquid funds in Mr. Payne's attorney trust account. As you are aware, a petition is pending before the Honorable Judge Ochoa to have this issue rectified. Therefore, please allow this to confirm that Mr. Reason intends to make payment on your fees when he is able to do so. However, as stated, he cannot do so at this time and does not know precisely when he will have the funds under his actual control to be able to issue payment to your firm.

Thank you for your attention to this matter. Please feel free to contact me at your convenience should there be a need to discuss this matter further.

Sincerely,

JOSEPH J. POWELL
Attorney at Law

cc: client



CARY COLT PAYNE, CHTD.

Attorney at Law

700 S. Eighth Street • Las Vegas, Nevada 89101
(702) 383-9010 • Fax (702) 383-9049

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EXHIBIT “E”

encrypted e-mail, let me know. The attorney-client privilege may apply to this message, but such privilege may be lost if it is shared with someone other than an employee of Anthony L. Barney, Ltd. or of another attorney or law firm who represents you. In accordance with Internal Revenue Service Circular 230, we hereby advise you that if this email or any attachment hereto contains any tax advice, such tax advice was not intended or written to be used, and it cannot be used, by any taxpayer for the purpose of avoiding penalties that may be imposed on the taxpayer by the Internal Revenue Service.

From: Jerimy Kirschner [mailto:jerimy@jkirschnerlaw.com]
Sent: Friday, January 26, 2018 12:15 PM
To: Secretary
Cc: anthony@anthonybarney.com; Zachary Holyoak; Tiffany Barney
Subject: Re: Letter from TSB - Christian Family Trust

Hello Mrs. Barney,

I am forwarding a copy of this letter to the Trustee. I hope to have feedback for you by the end of Monday at the latest.

On Fri, Jan 26, 2018 at 11:19 AM, Secretary <secretary@anthonybarney.com> wrote:

Dear Mr. Kirschner –

Please find attached the letter from Tiffany S. Barney, Esq., regarding the Christian Family Trust.

Sincerely,

Neva Liebe

Legal Secretary

Anthony L. Barney, Ltd.

3317 W. Charleston Blvd., Suite B

Anthony L. Barney, M.S., J.D., LL.M.
Attorney at Law
Licensed in Nevada and Idaho

Tiffany S. Barney, J.D.
Attorney at Law
Licensed in Nevada

Zachary Holviek, J.D.
Attorney at Law
Licensed in Nevada

ANTHONY L. BARNEY, LTD.
A Nevada Professional Law
Corporation

3317 W. Charleston Boulevard, Suite B
Las Vegas, Nevada 89102-1835
Receptionist: 702-438-7878
Fax: 702-259-1116

Nava Licha
Administrative Assistant

Website Address
www.anthonybarney.com

E-mail Address
office@anthonybarney.com

January 26, 2018

Jerimy L. Kirschner, Esq.
Jerimy L. Kirschner & Associates
3333 E. Serene Ave., #150
Henderson, NV 89074

Re: Christian Family Trust dated October 11, 2016 ("Trust")
Our Prior Client: Nancy Christian, Trustor and Survivor of the Trust

VIA US FIRST CLASS MAIL AND EMAIL

Dear Mr. Kirschner -

We are formally requesting payment from the Trustee of the Christian Family Trust dated October 11, 2016 ("Trust") for legal work done for and on behalf of Nancy Christian, Trustor of the Trust. Nancy Christian passed away on December 14, 2017; however, prior to her passing, we represented Nancy on various matters relating to the Trust, including but not limited to, changing her trustee, defending her in Case #P-17-092512-T ("Probate Case") and obtaining possession of Trust-owned property in Case No.: 17C-023096 ("Justice Court Case").

We expended fees and costs to further Nancy's wishes in the Probate Case and the Justice Court Case. We believe that the fees and costs were necessary and reasonable to further Nancy's intent and her wishes. Therefore, pursuant to provision 4.2 of the Trust we are requesting payment of the debts of the Decedent as represented in the billing statements attached hereto and incorporated herein as Attachment 1.

The attached bills evidence the work performed for and on behalf of Nancy Christian and some bills or portions thereof were paid personally by Nancy although it was work to further her stated intent in the Trust. Most of the bills remain unpaid and are debts of the Decedent. Therefore, we are requesting that Nancy's estate be reimbursed for the portions that she paid personally and that the Trust pay Nancy's outstanding debts to our law office as provided in provision 4.2 of the Trust. Notably, the spendthrift provision does not apply to the Trustor's interest in the Trust estate (see provision 14.2 of the Trust).

The amounts incurred by our law firm in fees and costs to further Nancy's wishes are as follows (dates correspond to the respective billing statement in Attachment 1):

February 28, 2017: \$100.00
March 15, 2017: \$210.00
March 30, 2017: \$1,470.00
April 17, 2017: \$140.00
April 28, 2017: \$420.00
May 15, 2017: \$1,055.00
May 31, 2017: \$890.00
June 15, 2017: \$1,140.00
June 30, 2017: \$315.00
July 15, 2017: \$175.00
July 31, 2017: \$2,913.50
August 15, 2017: \$1,155.00
August 31, 2017: \$3,489.40
September 15, 2017: \$875.00
September 29, 2017: \$8,659.40
October 16, 2017: \$6,045.00
October 31, 2017: \$6,822.50
November 15, 2017: \$11,259.80
November 30, 2017: \$4,101.80
December 15, 2017: \$5,970.50
December 30, 2017: \$2,536.00
January 15, 2018: \$ 430.00
January 25, 2018: \$ 1,932.74 (Not A Final Bill)
TOTAL FEES AND COSTS: \$62,105.64

The Prior Trustee, Monte Reason, approved the amount of \$57,206.90 which were amounts that were incurred as of December 15, 2017. See Letter from Joseph J. Powell, Esq., attached hereto and incorporated herein as Attachment 2. However, there are further amounts that have been expended in wrapping up the Justice Court Case, for attendance at the court hearing as a result of our status as a creditor, and to include expended costs that were not included on prior billing statements.

We formally request a determination by the Successor Trustee, Jackie Utkin, to approve the fees and costs from the Trust estate that are listed above. These amounts were expended pursuant to Nancy's instruction and wishes and the Trust is authorized to pay Nancy's debts from the Trust. We would appreciate such a determination to be in writing.

Furthermore, please be on notice that we are alerting you of our lien rights in the Probate Case and Justice Court Case and requesting payment also pursuant to our attorney's liens. Please note that we have an extensive file and discovery that we have performed in this matter. With payment of our liens, we will deliver the file to you. We reserve the right to assert and file our attorney's lien in the Probate Case and Justice

Court Case for the total amount of the fees that were expended for Nancy that should be paid.

As requested by Judge Ochoa at the last court hearing, we will shortly be filing a Petition for Fees and Costs. We would kindly appreciate a response before we file this petition in which we will request the judge to unfreeze trust assets and order the payment of Nancy's attorney fees and costs to Anthony L. Barney, Ltd.

If you have any further questions, please feel to contact my office. Thank you for your anticipated cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tiffany S. Barney', enclosed within a large, loopy oval shape.

TIFFANY S. BARNEY
Attorney at Law
tiffany@anthonybarney.com

Encl: Bills dated from February 2017 to January 2018

Anthony L. Barney

From: Jeremy Kirschner <jerimy@jkirschnerlaw.com>
Sent: Thursday, February 1, 2018 9:00 AM
To: Tiffany Barney
Cc: Secretary; anthony@anthonybarney.com; Zachary Holyoak
Subject: Re: Letter from TSB - Christian Family Trust

Hello Tiffany,

I have spoken with my client and she approves the fees for your firm in her role as trustee for the Christian Family Trust.

On Fri, Jan 26, 2018 at 1:55 PM, Tiffany Barney <tiffany@anthonybarney.com> wrote:

Dear Mr. Kirschner --

Thank you for your prompt response. Also, I wanted to make you aware that I inadvertently left off Attachment 2 to the letter. Please see the letter with Attachment 2 attached. The letter with the proper attachments was sent today to your office in Tacoma, Washington rather than the address on the letter. Thank you.

Sincerely,

Tiffany S. Barney

Attorney at Law

Anthony L. Barney, Ltd.

3317 W. Charleston Blvd., Suite B

Las Vegas, NV 89102-1835

O: 702-438-7878

F: 702-259-1116

tiffany@anthonybarney.com

www.anthonybarney.com

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CARY COLT PAYNE, CHTD.

Attorney at Law

700 S. Eighth Street • Las Vegas, Nevada 89101

(702) 383-9010 • Fax (702) 383-9049

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EXHIBIT "F"

Subject: Re: Christian Trust (P-17-092512-T) Objection to Petition for Fees \$62,105..64, etc.

From: jerimy@jkirschnerlaw.com

To: carycoltpaynechtd@yahoo.com

Cc: marja.carycoltpayne@gmail.com

Date: Monday, February 12, 2018, 4:13:16 PM PST

Hello Mr. Payne,

Thank you for the correspondence. Will you execute a stipulation and order confirming my client as the successor trustee to ensure that my client is not fighting battles on behalf of beneficiaries only to later be challenged as to whether she had standing to do so? Your clients' conflicting positions (1. That my client is not trustee; and 2. That my client is obligated to fight on behalf of the trust) makes it difficult and risky for her to wade deeper into this battle without the comfort of a court order. Alternatively, an acknowledgement from your clients of Trustee Utkin's authority would go a long way.

On Mon, Feb 12, 2018 at 3:32 PM, Cary Payne <carycoltpaynechtd@yahoo.com> wrote:

Dear Mr. Kirschner:

As you know I represent both the original Trustees, and the majority beneficiaries under the above trust. You as counsel, and as the Attorney for Ms. Utkin have the duty to safeguard trust property, nor permit improper waist of trust assets, etc. We are in receipt of the Barney Petition for fees and costs and putting you on Notice and demand the both of you take the necessary steps to protect this trust. This would and should include you filing an objection in this matter. Should you refuse to do this we will reserve any and all right for your failure to carry out your requisite fiduciary duties. ✓

Be advised this is a formal request for you to act and you are on Notice.

Sincerely,

Cary Colt Payne, Esq.

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, NV 89101 Tel. (702) 383-9010 Fax: (702) 383-9049

Email: carycoltpaynechtd@yahoo.com

Web: carycoltpaynechtd.com

lasvegasarmstrust.com

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--
Jeremy Kirschner, Esq.
Managing Partner
Jeremy Kirschner & Associates PLLC

NEVADA

5550 Painted Mirage Rd., Suite 320
Las Vegas, NV 89149
Phone: (702) 563-4444
Fax (702) 563-4445

WASHINGTON

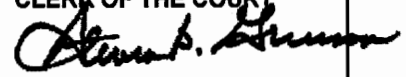
1326 Tacoma Ave S #200
Tacoma, WA 98402
Phone: (206) 623-4444
Fax (206) 538-2008

Notice: This fax or email is from a law firm, Jeremy Kirschner & Associates ("JKA"), and is intended solely for the use and review of the individual(s) to whom it is addressed. If you have received this fax or email in error, please notify the sender immediately. In addition, please destroy the fax and/or delete the email from your computer. Please do not copy or disclose it to anyone else as it may contain important private information.

If you are not an existing client of JKA, it is not the intent of this fax or email to make you a client unless it contains a specific written statement to that effect and do not disclose anything to JKA in reply that you expect it to hold in confidence.

If you are counsel in litigation with JKA, either associated or opposing, and would like to participate in facsimile service of future pleadings under NRCP, please contact us at (702)563-4444 to arrange for a reciprocal facsimile agreement.

EXHIBIT “C”



1 ANTHONY L. BARNEY, ESQ.
NV State Bar No. 8366
2 TIFFANY S. BARNEY, ESQ.
NV State Bar No. 9754
3 ZACHARY D. HOLYOAK, ESQ.
NV State Bar No. 14217
4 ANTHONY L. BARNEY, LTD.
3317 W. Charleston Boulevard, Suite B
5 Las Vegas, NV 89102-1835
6 Telephone: (702) 438-7878
7 Facsimile: (702) 259-1116
8 E-Mail: office@anthonybarney.com
9 *Prior Attorneys for Nancy Christian,
Creditors of The Christian Family Trust*

10 EIGHTH JUDICIAL DISTRICT COURT

11 CLARK COUNTY, NEVADA

12 In the Matter of the

Case Number: P-17-092512-T

13 THE CHRISTIAN FAMILY TRUST

Dept.: S

14 Dated October 11, 2016

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16
17 **REPLY TO PETITIONER'S COMBINED OPPOSITION TO 1) BARNEY FIRM**
18 **PETITION FOR FEES, ETC., (2) MONTE REASON'S APPLICATION FOR**
19 **REIMBURSEMENT**

20 Anthony L. Barney, Ltd., creditor of The Christian Family Trust dated October 11, 2016
21 ("Trust"), who were the attorneys for the late Nancy Christian ("Nancy" or "Trustor"), hereby
22 files their reply to Susan-Christian Payne, Rosemary Keach, and Raymond Christian's
23 Combined Opposition to Anthony L. Barney, Ltd.'s petition for fees and costs pursuant to the
24 terms of the Trust. This Reply is based upon the pleadings and papers on file herein, the
25 memorandum of points and authorities and exhibits attached hereto, and any oral arguments
26 presented at the time of the hearing.

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1 Law Firm was forced to petition the court for fees and costs to release the fees and costs that are
2 currently frozen pursuant to this Court's order.

3 Furthermore, Payne's opposition must be rejected because it was severely untimely.
4 ALB Law Firm filed its petition on February 8, 2018 and served petition on Mr. Payne on
5 February 9, 2018. A notice of hearing on the petition was also filed on February 8, 2018 and
6 served on February 9, 2018. Mr. Payne waited 29 days, until March 9, 2018, to file his
7 opposition, thereby limiting the ALB Law Firm's time to respond to less than five (5) judicial
8 days.
9

10
11 EDCR 2.20(e) provides:

12 Within 10 days after the service of the motion, and 5 days after service of any joinder to
13 the motion, the opposing party must serve and file written notice of nonopposition or
14 opposition thereto, together with a memorandum of points and authorities and
15 supporting affidavits, if any, stating facts showing why the motion and/or joinder should
16 be denied. Failure of the opposing party to serve and file written opposition may be
17 construed as an admission that the motion and/or joinder is meritorious and a consent to
18 granting the same.

19 If the Court treats ALB Law Firm's Petition as a motion, Payne had ten (10) days to file a
20 response to the Petition, which he also failed to do. However, if the Court treats the Petition as a
21 complaint under NRCP 12(a), Mr. Payne had twenty (20) days to file a responsive pleading after
22 service of the Petition.

23 Even under the most generous possible timing calculations and including an additional
24 three (3) days under NRCP 6, Mr. Payne had until March 5, 2018 to file a responsive pleading
25 to the Amended Petition. Mr. Payne simply failed to do so. The only way Mr. Payne could have
26 extended the time for filing his opposition is through Nevada Assembly Bill 314 ("AB 314") at
27 Section 34 which was adopted into Nevada and which provides:

28 Notwithstanding any provision in this title, if an act is authorized or required to be
performed at or within a specified period pursuant to this chapter: 1. The period may be
extended upon the agreement of all interested persons, by written stipulation of counsel

1 filed in the action; or 2. The court, for good cause shown, may at any time: (a)
2 Regardless of whether there has been a motion, petition or notice, order that the period
3 be extended if a request for the extension is made before the expiration of the
4 specified period as originally prescribed or as extended by a previous order; or (b)
5 Upon a motion made after the expiration of the specified period, authorize a person
6 to perform the act if the failure to perform the act in a timely manner was the
7 result of excusable neglect. (Emphasis added)

8 Mr. Payne failed to seek or obtain agreement from the parties for an extension of time to
9 file. He failed to obtain from the Court an extension of time prior to the expiration of the
10 deadline. Finally, Mr. Payne has failed to make a motion after the deadline to file explaining the
11 excusable neglect which would justify his failure to file a timely opposition. Therefore, Payne's
12 Opposition should be denied in its entirety.

13 If this Court is even inclined to entertain Mr. Payne's Opposition despite its clear
14 inapplicability and its untimely filing, ALB Law Firm presents the following substantive reply to
15 Payne's arguments. In response, to Mr. Payne's scattered, spurious, and incorrect arguments, the
16 ALB Law Firm, will first provide the Court with the incorrect statements Cary Colt Payne, Esq.
17 (on behalf of his clients) has made in his Combined Opposition and then explain with facts and
18 law why he is incorrect. The ALB Law Firm is providing this information in such a way as to
19 simplify the issues for the Judge since Cary Colt Payne, Esq., has attempted to make this issue
20 much more factually or legally complex than it actually is. Please note that the ALB Law Firm
21 is only responding to the objections raised toward the ALB Law Firm and not the objections
22 raised against Monte Reason, whose legal counsel has already responded in this matter.

23 **A. Incorrect Factual and Legal Conclusions by Cary Colt Payne, Esq.**

24 The following statements are incorrect and/or are founded upon incorrect assumptions
25 made by Cary Colt Payne, Esq. ("Mr. Payne") and his incorrect allegations and incorrect
26 reading of the Trust, case law and statutory authority in the order that they were presented in
27
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his objection. The sections below that will correct the following sanctionable and false representations made by Mr. Payne to this Court. The following are a list of Mr. Payne's falsehoods and section denoting its necessary correction:

1. ALB Law Firm has no legal standing to bring the petition. Correction in Section B(I).
2. There is no contractual right nor statutory authority to award legal fees to the creditors of a dead income beneficiary. Correction in Section B(I)
3. The Christian Family Trust is a "directed (discretionary) trust". Correction in Section B(II)
4. When Nancy died, all of her rights in the trust were "divested". Correction in Section B(III)
5. ALB Law Firm failed to mitigate its damages. Correction in Section B (III)
6. The Christian Family Trust is a "form of directed (discretionary) trust with a spendthrift provision." Correction in Section B(II)
7. The Trust only provided that Petitioners may pay Nancy, who only held a right to income during her life. Correction in Section B(II)
8. The Trust does not hold community property. Correction in Section B(II)
9. ALB Law Firm is not a creditor of the Christian Family Trust. Correction in Section B)(I)
10. Nancy did not contribute a "single penny" or separate property to the trust corpus. Correction in Section B(II)
11. Any purported community property "claim" must first be brought in Nancy's personal estate. Correction in Section B(III)
12. Nancy's assertions are hearsay. Correction in Section B(IV).

- 1 13. Trust property should be distributed prior to Nancy's death. Correction in Section B
2 (IV).
- 3 14. The Trust has no provision to pay any of Nancy's creditors. Correction in Section B(II).
- 4 15. ALB Law Firm is a nonprobate transferee pursuant to NRS 111.779. Correction in
5 Section B(III)
- 6 16. The Trust is required to follow the creditor claim process of NRS Title 12 (probate) to be
7 able to be paid from the Christian Family Trust. Correction in Section B(III).
- 8 17. Mr. Payne provides the incorrect opinion and holding of the *In the Matter of Jane*
9 *Tiffany Living Trust*. Correction in Section B(III)
- 10 18. Mr. Payne attempts to ignore the Trust provision that evidences that the spendthrift
11 provision does not apply to the "Trustor's interest in the Trust estate". Correction in
12 Section B(II)
- 13 19. Nancy only had a mere right to income during her lifetime. Correction in Section B(I)
14 and B(II)
- 15 20. Nancy did not contribute any of her personal property whatsoever to the trust, and she
16 had no other "ownership interest". Correction in Section B(II)
- 17 21. Nancy "only had a beneficial right to income, subject to the sole discretion of the
18 trustees, making this Trust a discretionary trust, and therefore had absolutely no
19 ownership interest in the Trust for any creditor to reach or be paid." Correction in
20 Section B(II)
- 21 22. Because Nancy did not transfer any trust assets into her personal name, the assets of the
22 trust are precluded from the debts or claims of Nancy's creditors. Correction in Section
23 B(I).
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23. NRS 163.5559 is applicable in the context that ALB Law Firm cannot seek fees from settlor (while ignoring the qualifying provision of this statute that allow ALB Law Firm to seek fees). Corrected in Section B(I).
24. *Brock v. Premier Trust, Inc.*, applies to Nancy, a Trustor, although the case deals with beneficiaries. Correction in Section B (III).
25. After Nancy validly changed her trustee, that ALB Law Firm put up road blocks against Petitioners obtaining distributions before Nancy's death. Correction in Section B(IV)
26. There was a scrivener's error in the Christian Family Trust despite his clients being at the table with Nancy and negotiating the terms of the trust. Correction in Section B(IV)
27. David Grant, Esq., is an essential witness to prevent the payment of fees. Correction in Section B(IV).
28. A Trustor working in conjunction with the newly appointed trustee is suspect or invalid. Section B(IV).
29. Following the provisions of the trust in nominating successor trustees for the trust is invalid. Correction in Section B(IV)
30. A trustee must be confirmed in court for their actions to be valid, (while failing to reveal to this Court that his clients were never confirmed as trustees in this Court).
31. Monte Reason did not have the power to nominate a successor trustee (when the trust provisions allow for it upon his resignation and the declination of the successor trustee to serve). Correction in Section B(IV)
32. There was some sort of informal agreement in advance for the confirmation of a new trustee. Correction in Section B(IV)

1 33. NRS 163.417 prevents the court from requiring payment to creditors. Correction in
2 Section B (IV)

3 34. Alleged block billing prevents the ALB Law Firm from obtaining their fee. Correction
4 in Section B(V).
5

6 35. The retainer agreement is a pre-requisite before obtaining fees. Correction in Section
7 B(V).

8 36. There is a blurring of lines between attorneys and clients in this matter. Correction in
9 Section B(V).
10

11 All of these statements are incorrect statements of law and fact. Thus, Cary Colt Payne
12 and his clients' Objection is further proof of their continued behavior to divert trust funds to
13 their own pockets while forcing the Nancy as Trustor of the Trust to retain counsel to be able to
14 even obtain the assets of the Trust to which she was entitled. Unfortunately, the Petitioners
15 made sure that Nancy died without enjoying the benefits the Trust or living in an adequate home
16 to which she was entitled under the terms of the Trust.
17

18 **B. Corresponding Corrections to the Misrepresentations of Facts and Law**

19 **I. ALB Law Firm has standing in this matter as a creditor of Nancy Christian**
20 **and has a statutory right to seek fees.**

21 NRS 132.390(c)(8) specifically provides that a creditor of the settlor whose claim has
22 been accepted by the Trustee is an interested person as to a Trust.¹ Here, ALB Law Firm's
23 claim has been accepted by both Successor Trustees of the Trust and the only reason the fees
24 were not previously paid during the life of the Trustor is because Mr. Payne and his clients have
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¹ For the purposes of this title, a person is an interested person with respect to:... at trust, if the person:... Is a
creditor of the settlor who has a claim which has been accepted by the trustee.

1 improperly sequestered the Trust funds and have caused the Court to freeze all Trust assets
2 based upon their frivolous claims.

3 Furthermore, NRS 164.025(3) allows for the following:
4

5 A person having a claim, due or to become due, against a settlor or the trust must file the
6 claim with the trustee within 90 days after the mailing, for those required to be mailed,
7 or 90 days after publication of the first notice to creditors. Any claim against the trust
8 estate not filed within that time is forever barred. After the expiration of the time, the
trustee may distribute the assets of the trust to its beneficiaries without personal liability
to any creditor who has failed to file a claim with the trustee.

9 Herein, the statute allows for ALB Law Firm to file a claim with this Court. This statute also
10 provides ALB Law Firm with standing to make its claim against the Trust.

11 NRS 163.5559(1) also provides for a creditor of a settlor to seek to satisfy a claim
12 against the settlor from the assets of a trust, because, herein, Nancy's interest was (1) not solely
13 the existence of a discretionary power granted to a person other than the settlor by the terms of
14 the trust or by operation of law or (2) not to reimburse the settlor for any tax on trust income or
15 principal which is payable by the settlor under the law imposing such tax. Herein, Nancy's
16 debts were acquired in furtherance of exercising her rights provided under the Trust instrument.
17 The Trust not only provided for income (which was at the Trustee's discretion) but also gave
18 her the absolute right (which was not discretionary) to live in the residence. The applicable
19 Trust provision is as follows:
20
21

22 **4.4 Use of Residence.** Until the Survivor's death, the Trustee shall allow the
23 Survivor to occupy and use any residence used by either or both Trusters as a
24 residence at the time of the Decedent's death. The Trustee shall, ***at the direction***
25 ***of the Survivor***, sell any such residence, and if the Survivor so directs, use the
26 proceeds therefrom to purchase or build another residence for the Survivor. The
Survivor shall not be required to pay rent or account for the use of any residence.
(Emphasis added.)

27 Therefore, Nancy directed the Trustee as to the use, sale and building of a residence for her.
28 She also did not have to pay rent or account for her use of any residence.

1 In other words, ALB Law Firm is Nancy's creditor, has standing pursuant to NRS
2 132.390(c)(8) and 164.025(3) and does not fall under the two criteria in NRS 165.5559(1). The
3 services provided by the ALB Law Firm integral to the very exercise of the Trustor's rights
4 under the Trust which were being denied by the Petitioners. Thus, ALB Law Firm can seek to
5 satisfy its claims against the settlor from the assets of the trust and has standing in this matter to
6 do so.

8 **II. The Christian Family Trust is not a directed trust and while, it has a**
9 **spendthrift provision, it is inapplicable to Nancy, a settlor.**

10 Second, regarding the terms of the Trust, which is Mr. Payne's most "important"
11 contention, Mr. Payne indicates on at least two occasions the trust is a "directed (discretionary)
12 trust", which is incorrect. Mr. Payne provides much confusion with his incorporation of a
13 "directed" with "discretionary" and his whole argument should be aborted, because it is
14 inherently flawed.

16 A directed trust is a trust in which the trustee is directed by a number of other trust
17 participants in implementing the execution of trust terms, such as an investment trust adviser
18 (see NRS 163.5543), distribution trust adviser (NRS 165.5545), or trust protector (NRS
19 163.5547). Pursuant to NRS 163.5548, the trustee is a "directed fiduciary" with respect to any
20 action that the fiduciary:

- 22 1. Has no power to take under the terms of the governing instrument;
23 2. Is mandated by the governing instrument and for which the fiduciary has no
24 discretion to act otherwise; and
25 3. Is directed to take or prohibited from taking by a directing trust adviser.

26 The Trustee is then not liable for any losses that result from complying with a direction of a
27 trust adviser.² Herein, the Petitioners admit that they all had discretion in providing for Nancy's

28 _____
² NRS 163.5549 Limitations on liability of directed fiduciary.

1 income; therefore, by their own admission, they were not being directed by anyone in refusing
2 to provide even a penny of trust funds to Nancy. In other words, they were not “directed
3 fiduciaries” because they were not receiving direction from other fiduciary, including a trust
4 investment adviser, a distribution trust adviser or a trust protector – they were admittedly
5 exercising their own discretion in refusing to provide income to Nancy. The Trust was not a
6 directed trust; and, unfortunately, Mr. Payne attempts to confuse the court with his language.
7

8 Furthermore, indicating that the trust was purely discretionary is also incorrect. While
9 the Trust did provide discretion for the trustee in terms of income payments to Nancy, there was
10 no discretion as it pertained to the residence. See Section 4.4 of the Trust quoted above. Nancy
11 was to provide direction to the Trustee as to the use and sale of the residence, including the
12 building of a new residence. Nancy was not required to pay rent or account for her use of any
13 residence. Therefore, the Trust cannot be classified as a “discretionary trust” as to Nancy’s
14 interest in the residence.
15
16

17 Lastly, while Mr. Payne quotes the language of the spendthrift provision he fails to
18 highlight the most glaring provision in the Trust document:

19 **14.2 Spendthrift Provision.** No interest in the principal or income of any trust
20 created under this Trust Instrument shall be anticipated, assigned, encumbered or
21 subjected to creditors' claims or legal process before actual receipt by a beneficiary.
22 ***This provision shall not apply to a Trustor's interest in the Trust estate.*** The
23 income and principal of this Trust shall be paid over to the beneficiary at the time
24 and in the manner provided by the terms of this Trust, and not upon any written or
oral order, nor upon any assignment or transfer by the beneficiary, nor by operation
of law. (Emphasis added.)

- 25 1. A directed fiduciary is not liable, individually or as a fiduciary for any loss which results from:
26 (a) Complying with a direction of a directing trust adviser, whether the direction is to act or to not act; or
(b) Failing to take any action proposed by a directed fiduciary if the action:
27 (1) Required the approval, consent or authorization of a person who did not provide the approval, consent
or authorization; or
(2) Was contingent upon a condition that was not met or satisfied.
28 2. A directed fiduciary is not liable for any obligation to perform an investment or suitability review, inquiry
or investigation or to make any recommendation or evaluation with respect to any investment, to the extent that the
investment is made by a directing trust adviser.

1 Of course, because of this provision, Mr. Payne attempts to improperly indicate that the Trust
2 does not own community property or Nancy did not contribute a "single penny" or separate
3 property to the trust corpus. As Mr. Payne typically recycles his misrepresentative arguments,
4 this particular argument was foreseen by ALB Law Firm (see discussion in Petition regarding
5 nature of trust property), and the ALB Law Firm previously reminded the Court of the preamble
6 to the Trust which states as follows:
7

8
9 The property comprising the original Trust estate, during the joint lives of the
10 Trustors, shall retain its character as their community property or separate
11 property, as designated on the document of transfer or conveyance. Property
12 subsequently received by the Trustees during the joint lives of the Trustors shall
have the separate or community character designated on the document of
transfer or conveyance. (Emphasis added).

13 As can be seen by the Dancing Vines Property alone, this asset was held in joint tenancy
14 between Nancy and Raymond Christian, Sr., before it was put into the Trust.³ Also, the
15 personal property located in the Dancing Vines Property was community property.
16 Furthermore, under NRS 123.220 all property acquired during the marriage is considered
17 community property. Mr. Payne and his clients have provided no evidence to rebut this
18 presumption for the community property, notwithstanding the wholesale failure to address
19 Nancy's separate property interests in the Trust. Therefore, Mr. Payne and his client's assertions
20 that Nancy did not contribute to the Trust is a blatant misrepresentation and fails to even address
21 the time-honored rebuttable presumption in Nevada of a spouse's right to community property.
22 Mr. Payne is simply attempting to get around the spendthrift provision by bulldozing his way
23 through public policy, Nevada community property rights, and Nancy's separate property rights
24
25
26
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28

³ See Grant Bargain and Sale Deed attached hereto and incorporated herein as Exhibit 1.

1 in the Trust. The spendthrift provision, by its own terms, is inapplicable to Nancy's interest in
2 the Trust estate.

3 Additionally, under the provisions of Section 4.3 to 4.4 of the Trust, all property not
4 used for "the administrative expenses, the expenses of the last illness and funeral of the
5 Decedent and any debt owed by the Decedent" after the Decedent's death, was transferred to the
6 Survivor's share of the Trust. Therefore, upon the death of the Decedent, all property became
7 Nancy's property for purpose of Section 14.2 of the Trust. Contrary to Mr. Payne's assertion,
8 all of the assets of the Trust are subject to approved claims of the creditors of Nancy, the last
9 settlor to die.
10

11
12 Furthermore, ALB Law Firm is not required file in Nancy's probate estate before
13 obtaining relief in the trust matter because the Dancing Vines Property was a combination of
14 community property and Nancy's separate property. This Court can take judicial notice of this
15 fact pursuant to NRS 47.130 that the Dancing Vines property was jointly owned by Nancy and
16 Raymond Christian from the filing of the Grant Bargain and Sale Deed recorded as
17 Instrument#20161019-0000692 on October 19, 2016.⁴ Therefore, Mr. Payne's incorrect and
18 sanctionable assertions that Nancy did not contribute property to the trust is easily refuted by
19 public record and such a finding does not need to be made in the probate estate.
20

21
22 Nancy had a separate property interest in the Dancing Vines property, which upon its
23 sale, the proceeds were used to purchase the Bluffpoint Property and/or segregated from the
24 other Trust property. Nancy gave directions prior to her death regarding the Bluffpoint Property
25 and her wish to obtain another residence, which was far from the Petitioners (the Petitioners live
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⁴ *Id.*

1 in close proximity to the Bluffpoint Property). Nancy and the Trust were attempting to realize
2 Nancy's wishes pursuant to the terms of the Trust when she died.

3 **III. ALB Law Firm's claims are appropriate in the trust matter and not solely to**
4 **the probate estate.**

5 Because of Nancy's death, Mr. Payne believes that claims against the Trust magically
6 disappear and must be brought and settled in her probate estate. His feigned logic and argument
7 are completely contrary to Nevada law and are vexatious. For just one example, NRS
8 164.025(1) is specifically used "after the death of the settlor of the trust". It requires the trustee
9 of a nontestamentary trust (which the Christian Family Trust is) to publish notice to creditors
10 after the death of the settlor of the trust and requires creditors to make their claims within ninety
11 (90) days.⁵ The Nevada Legislature contemplated settling the claims of creditors of a trust and
12 its settlor(s) after the death of a settlor. This is basic trust law in the state of Nevada.
13
14

15 Secondly, Mr. Payne's assumption that Nancy's rights are divested from the trust upon
16 her death are misplaced given the fact that Nevada law specifically allows for the creditor's
17 claims. Nancy's rights or claims are not extinguished solely because of her death and, notably,
18 Nancy has asserted claims of undue influence and fraud against Petitioners which claims survive
19 her death.
20

21 Additionally, Mr. Payne's cited case law and statutes are inapplicable. First, his citation
22 to *In the Matter of the Jane Tiffany Living Trust*, 177 P. 3d 1060 (Nev. 2008) and his quote is
23 completely inaccurate. The "creditor" of the estate was barred from seeking her claim in
24 another case because she did not seek her claim in the trust proceeding. Herein, ALB Law
25 Firm is seeking its relief in the trust proceeding, therefore, Mr. Payne's direction that ALB Law
26 Firm must seek relief in the Nevada estate from this case is completely misguided or calculated
27
28

1 as a fraud upon this Court. ALB Law Firm would be faced with the same creditor dismissal in
2 that case if it were to bring its Trust claims in another action when they are appropriately before
3 the Court in the Trust proceeding.

4
5 Furthermore, Mr. Payne's citation to *Brock v. Premier Trust, Inc.*, 390 P.3d 646 (Nev.
6 2017), deals with beneficiaries and their creditors – not the Settlor's creditors. Therefore, the
7 case is inapplicable to Nancy who was a settlor or Trustor of the Trust.

8 Third, his citation to NRS 111.779 is inapplicable because ALB Law Firm is not a
9 nonprobate transferee. It is clear that Mr. Payne is attempting to inundate this Court with red
10 herrings and inapplicable case law and statutes to confuse and mislead the Court.

11
12 Fourth, Mr. Payne's allegation that NRS 163.417 does not allow the court to order
13 payment to creditors is a blatant misrepresentation of the law. NRS 163.417 actually states:

14 A creditor may not exercise, and a court may not order the exercise of:

- 15 (a) A power of appointment or any other power concerning a trust that is held by a
16 beneficiary;
17 (b) Any power listed in NRS 163.5553 that is held by a trust protector as defined in
18 NRS 163.5547 or any other person;
19 (c) A trustee's discretion to:
20 (1) Distribute any discretionary interest;
21 (2) Distribute any mandatory interest which is past due directly to a creditor; or
22 (3) Take any other authorized action in a specific way; or
23 (d) A power to distribute a beneficial interest of a trustee solely because the beneficiary
24 is a trustee.

25 Nothing in NRS 163.417 prevents a court from requiring payment of otherwise valid
26 claims against the Trust or the Settlor(s) of the Trust. Rather the statute limits the court's ability
27 to force a beneficiary or trustee to exercise powers granted them under the terms of the Trust.
28 However, even if NRS 163.417 means what Mr. Payne alleges (which it clearly does not), the
Successor Trustee has already approved the amounts due and owing to ALB Law Firm based on

⁵ See NRS 164.025(3).

1 the broad discretion granted her under the terms of the Trust. Therefore, rather than ordering
2 the exercise of a power or discretion, the Court is merely respecting the conclusive decision of
3 the Trustee made pursuant to Section 11.1 of the Trust.
4

5 Curiously, Mr. Payne indicates that because Nancy did not transfer any Trust assets into
6 her personal name, the assets of the Trust are precluded from the debts or claims of Nancy's
7 creditors. However, ALB Law Firm is performing work on behalf of Nancy as Settlor/Trustor
8 of her Trust, therefore, Mr. Payne's own legal conclusion is not applicable. Furthermore, Mr.
9 Payne is wrongfully attempting to negate the provisions of NRS 164.025 with such a conclusion
10 when ALB Law Firm was performing work on behalf of Nancy in furtherance of the provisions
11 of the Trust.
12

13 Mr. Payne is no stranger to such misrepresentation and vexatious behavior, and the ALB
14 Law Firm is available to provide this Court upon request with prior written reports and
15 recommendations which have recommended extreme monetary sanctions against Mr. Payne
16 personally under the Nevada Rules of Civil Procedure for similar prior misconduct in other
17 Trust matters.⁶
18

19 Simply put, ALB Law Firm is a creditor and is seeking to assert its claim in this matter
20 against the Trust because of its actions on behalf of Nancy in furtherance of the terms of the
21

22
23 ⁶ NRS 155.165 (1) The court may find that a person, including, without limitation, a personal representative or
24 trustee, is a vexatious litigant if the person files a petition, objection, motion or other pleading which is without
25 merit, intended to harass or annoy the personal representative or a trustee or intended to unreasonably oppose or
26 frustrate the efforts of an interested person who is acting in good faith to enforce his or her rights. The court may
27 find that a personal representative or trustee is a vexatious litigant if the personal representative or trustee has
28 expended the funds of the estate or trust to unreasonably oppose the good faith efforts of an interested person to
enforce his or her rights. In determining whether the person is a vexatious litigant, the court may take into
consideration whether the person has previously filed pleadings in a proceeding that were without merit,
intended to harass or annoy a fiduciary or intended to unreasonably oppose or frustrate the efforts of an
interested person who is acting in good faith to enforce his or her rights. (2) If a court finds that a person is a
vexatious litigant pursuant to subsection 1, the court may impose sanctions on the person in an amount sufficient to
reimburse the estate or trust for all or part of the expenses, including, without limitation, reasonable attorney's fees,

1 Trust. The acting Trustees have all approved the fees and costs herein, which they have the
2 discretion to do pursuant to the terms of the Trust, and thus ALB Law Firm is a proper creditor
3 for purposes of payment.

4
5 **IV. The Trust Terms do not provide for distributions to beneficiaries before**
6 **Nancy's death, but do provide for the power to change trustee or**
7 **nominations of successor trustees.**

8 Before Nancy's death, Nancy without undue influence and of her own free will, changed
9 her Trustee due to Petitioners' mistreatment of her.⁷ Her verified statements are not hearsay as
10 Mr. Payne would like this Court to conclude. Nancy's facts and statements were verified by her
11 in every petition she filed. Furthermore, because she has now passed away, her verified
12 statements would fall under the hearsay exception because she is no longer available as a
13 witness.⁸ As noted many times before, Nancy was given the power to change her trustee and
14 did so. Thereafter, Petitioners engaged in a course of action which would thwart Nancy's ability
15 to obtain funds from her Trust and prevented her from living in a home to which she had been
16 accustomed to living.

17
18 Furthermore, the Petitioners purposefully misread the Trust terms in an attempt to have
19 this Court refuse to provide relief to the appropriate parties. Basically, the Petitioners sought to
20 have this Court to rewrite the terms of the Trust to benefit them or continue to use this Court's
21 resources to delay beneficial use of the Trust to Nancy. They were successful in delaying these
22 proceedings to the point that Nancy died before receiving her requested relief. Unfortunately,
23 they now continue to argue their various tortured interpretations of the Trust in purported pre-
24

25
26
27 incurred by the estate or trust to respond to the petition, objection, motion or other pleading and for any other
28 pecuniary losses which are associated with the actions of the vexatious litigant. (Emphasis added).

⁷ See Certificate of Independent Review attached as Exhibit H to Joint Objection and Joint Counterpetition filed on
November 13, 2017.

⁸ See NRS 51.075.

1 death distributions to them from the Trust owned real property and in Nancy's power to change
2 trustee.

3 The Former Trustees requested that they receive distributions under the Trust, when
4 there is no distribution authorized under the terms of the Trust to any person other than Nancy
5 until after her death. Trust provision 6.1 indicates as follows (without including the distributive
6 provisions):
7

8 **6.1 Specific Bequest Upon the death of both Trustors**, the Trustee shall first
9 sell the Trustors' primary residence located at 1060 Dancing Vines, Ave., Las
10 Vegas, Nevada, and the proceeds from the sale of such home shall be distributed
as follows: (Emphasis added).

11 In requesting that this Court distribute the proceeds from the Dancing Vines property, the
12 Petitioners were willing to create a taxable event to Nancy, although trusts, including this Trust,
13 are created to reduce or eliminate taxes. Petitioners alleged that ALB Law Firm put up "road
14 blocks" against obtaining distributions when it is the Trust provision itself that would prevent
15 the distributions to Petitioners before Nancy's death. The ALB Law Firm was and has been
16 simply attempting to obtain compliance with the terms of the Trust, while Petitioners have only
17 done what is in their own best interest resulting in a breach their duty of loyalty under the terms
18 of the Trust.
19
20

21 Even if there was a right to pre-death distributions to the Petitioners, which there clearly
22 is not, it should also be noted that in Section 7.1, there is a Delay of Distribution provision
23 which allows the delay of distribution to any beneficiary who is:

24 (b) If said causes for delayed distribution are never removed, then the Trust share of
25 that beneficiary shall continue until the death of the beneficiary and then be
26 distributed as provided in this Trust Instrument. The causes of such delay in the
distribution shall be limited to any of the following:

27 (1) The current involvement of the beneficiary in a divorce proceeding or a
28 bankruptcy or other insolvency proceedings.

1 Herein, Susan Christian-Payne is currently going through a divorce (Case #D-17-561332-D)
2 wherein her husband has stated that the “the only recent (within the last two years) contentious
3 disagreement between the parties arose as a result of issues related to MYLES’ [Susan
4 Christian-Payne’s son’s] interest in SUSAN’s parents estate.”⁹ Notably, Susan Christian-Payne
5 caused Myles, her own son, to be removed from beneficiary designations and included herself
6 as Trustee of the Trust because she would be a potential beneficiary after the death of the
7 Trustors. Such a dispute would warrant a delay in distribution to the beneficiaries – or at least
8 Susan Christian-Payne.
9

10
11 Lastly, as stated many times before, Section 9.3 provides Nancy the absolute power to
12 change the trustee of the Trust as follows:

13 **9.3 Power to Change Trustee.** During the joint lifetime of the Trustors, Trustors
14 may change the Trustee or Successor Trustee of this Trust by an instrument in
15 writing, signed by both Trustors, and delivered to the Trustee. In the event that
16 either Trustor should become incapacitated, the other Trustor shall retain the power
17 to change the Trustee or Successor Trustee of this Trust by an instrument in writing,
18 signed by such Trustor and delivered to the Trustee. **After the death of the first
Trustor to die, the surviving Trustor shall have the power to change the
Trustee or Successor Trustee of the Trust by an instrument in writing signed
by the surviving Trustor and delivered to the Trustee.** (Emphasis added).

19 Herein, Nancy was following the provisions of the Trust when she designated another trustee.
20 She had the power to do so under the Trust instrument. In an attempt to undermine this Trust
21 provision, Petitioners falsely claim there was a scrivener’s error in the Trust, although
22 Petitioners “sat at the table and negotiated the terms of the Trust.”¹⁰ David Grant’s testimony is
23 unnecessary given the unambiguousness of the Trust document itself and the facts presented to
24 this Court, including Petitioners own revelations that they, themselves negotiated the terms of
25 the Trust. Most importantly, David Grant is not an essential witness to prevent the payment of
26
27
28

⁹ See Page 4, lines 9-11 of Opposition to Plaintiff’s Motion for Child Custody and Child Support and

1 fees and costs to ALB Law Firm. This issue has nothing to do with the present petition, but
2 again Mr. Payne attempts to misuse this Court's resources to create an issue where there is none.

3 Additionally, Mr. Payne attempts to claim that a trustor working in conjunction with a
4 trustee is suspect or invalid. Most trustors and trustees communicate or have a relationship –
5 this does not mean that the trustee fails to fulfill his or her fiduciary duties. Mr. Payne's
6 connotation is simply improper innuendo.

7
8 Most importantly, Mr. Payne believes that for a trustee's actions to be valid, they must
9 be nominated or confirmed by a court. **Petitioners themselves were never confirmed by this**
10 **Court to act on behalf of the Trust; therefore, pursuant to Mr. Payne's argument, all of**
11 **the Petitioner's actions were unauthorized from October 2016 to June 2017.** They should
12 not have sold the Dancing Vines Property, they shouldn't have purchased the Bluffpoint Drive
13 Property, they shouldn't have changed beneficiary designations from Nancy to the Trust, they
14 should not have sequestered trust funds to Mr. Payne's IOLTA account, they should not have
15 prevented the successor trustee from obtaining trust funds, etc. Mr. Payne's logic is simply
16 unfounded and should be ignored.

17
18
19 Just as Nancy Christian had the ability to change her trustee pursuant to the Trust terms,
20 Monte Reason had the power to nominate a successor trustee pursuant to Section 8.1 of the
21 Trust and under the instrument executed by Nancy to appoint him.¹¹ Therefore, Monte Reason
22 was simply following the testamentary documents created by Nancy Christian. In particular, the
23 Modification and Designation of Successor Trustee was and is valid and Nancy was not under
24 any undue influence when she created this instrument.

25
26
27
28
Countermotion for Temporary Orders filed January 18, 2018 in Case #D-17-561322-D.

¹⁰ See Video Transcript of October 19, 2017 hearing at 2:33 p.m.

1 Without any factual basis, Mr. Payne engages in a conspiracy type theory to allege that
2 the attorneys and clients in this matter had some behind-the-scenes agreement. This is false and
3 Mr. Payne has absolutely no facts to support his conspiracy theory.
4

5 Mr. Payne and his clients tortured interpretations of the Trust should be ignored. As is
6 characteristic of Mr. Payne, he is simply attempting to distract this Court from allowing fees and
7 costs to be distributed from the Trust despite the conclusive determination that the Successor
8 Trustees have both approved the fees and costs. The terms of the Trust and our cited Nevada
9 statutes allow for payment of the (Nancy's) settlor's creditors.
10

11 **V. Mr. Payne and Petitioners do not dispute the Brunzell Factors; therefore,**
12 **fees and costs should be paid.**

13 Although inapplicable to the payment of a creditor's claim under a trust, or even for the
14 payment of attorney's fees from a trust, the ALB Law Firm provided a *Brunzell* and *Cadle*
15 analysis. Notably, Mr. Payne and the Petitioners do not argue the *Brunzell* factors¹² or that ALB
16 Law Firm has failed to meet the requirements of *Cadle*.¹³ They simply object to the payment
17 because of alleged block billing, of not being able to see the retainer agreement and of the
18 alleged "blurring of lines" between attorneys and clients in this matter. However, none of these
19 "concerns" have legal or factual basis nor do they prevent ALB Law Firm from seeking its fees
20 and costs from the Trust.
21

22 Unlike the recent changes in guardianship court with AB130, there is no requirement for
23 ALB Law Firm to provide a Notice of Intent to Seek Fees outlining the costs of its attorneys, the
24 billing arrangement, and necessity of services. Furthermore, the trust statutes do not require a
25
26

27 ¹¹ See Section 8.1 of the Trust and Modification and Designation of Trustee and Successor Trustee attached and
28 incorporated as Exhibit G to Joint Objection and Joint Counterpetition filed on November 13, 2017.

¹² See *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31 (Nev. 1969).

¹³ *Cadle Co. v. Woods & Erickson, LLP*, 345 P.3d 1049, 1051, 2015 Nev. LEXIS 19, *1, 131 Nev. Adv. Rep. 15.

1 one-tenth breakdown of fees on billing statements. Notably, even with the Notice of Intent to
2 Seek Fees required by AB130, a law firm is not required to include a retainer agreement to be
3 able to be paid from the guardianship estate.

4 Such requirements are unnecessary in a trust proceeding. ALB Law Firm is not required
5 to provide the heightened requirements as in a guardianship proceeding. Therefore, it can be
6 paid on the reasonable fees and costs that have been provided and to which Mr. Payne and
7 Petitioners did not object based upon *Brunzell* or *Cadle*. Most importantly, both successor
8 trustees have approved the payment to ALB Law Firm and pursuant to Provision 11.1 of the
9 Trust, the Trustee's decision is conclusive and binding upon Petitioners.

10 Interestingly, Mr. Payne complains that he is unable to obtain the client file from ALB
11 Law Firm. It should be noted that in addition to the privilege issues and confidentiality issues
12 associated with this complaint, ALB Law Firm also has a retaining lien on the entire client file
13 pursuant to NRS 18.015. This prevents any party including a client or the client's successor or
14 representative from obtaining the file. If, as Mr. Payne alleges, Nancy's file is necessary to the
15 underlying case, the objection to fees necessarily prevents any party from obtaining the file from
16 ALB Law Firm.

17 Lastly, there is absolutely no blurring of lines between attorneys and clients in this
18 matter. Nancy Christian was always the client of ALB Law Firm and Monte Reason was not.
19 Joseph Powell, Esq., was consulted on all matters relating to Trust issues and it is the
20 understanding of the ALB Law Firm that Monte Reason always spoke with his counsel in
21 regarding Trust decisions and related administrative or litigation matters. Jacqueline Utkin was
22 voluntarily contacted before she was represented and provided her declaration in support of
23 Nancy; however, all person-to-person contact ceased when she retained counsel. After
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1 Jacqueline Utkin obtained counsel, ALB Law Firm dealt directly with her counsel as necessary
2 to address outstanding issues.

3 Mr. Payne's objections are merely illegitimate concerns to distract this Court. ALB Law
4 Firm had its fees and costs approved by the Trustees and Mr. Payne does not substantively
5 oppose these fees and costs. As such, ALB Law Firm should be awarded its fees and cost in this
6 matter.
7

8 **VI. Mr. Payne's actions in this matter are sanctionable under NRS 7.085 and**
9 **NRCP Rule 11.**

10 NRS 7.085 provides:

11 1. If a court finds that an attorney has:

12 (a) Filed, maintained or defended a civil action or proceeding in any court in this
13 State and such action or defense is not well-grounded in fact or is not warranted
14 by existing law or by an argument for changing the existing law that is made in
good faith; or

15 (b) Unreasonably and vexatiously extended a civil action or proceeding before
16 any court in this State, the court shall require the attorney personally to pay the
additional costs, expenses and attorney's fees reasonably incurred because of
such conduct.

17 2. The court shall liberally construe the provisions of this section in favor of awarding
18 costs, expenses and attorney's fees in all appropriate situations. It is the intent of the
19 Legislature that the court award costs, expenses and attorney's fees pursuant to this
20 section and impose sanctions pursuant to Rule 11 of the Nevada Rules of Civil
21 Procedure in all appropriate situations to punish for and deter frivolous or vexatious
22 claims and defenses because such claims and defenses overburden limited judicial
resources, hinder the timely resolution of meritorious claims and increase the costs of
engaging in business and providing professional services to the public.

23 Furthermore, NRCP 11 provides that upon signing a pleading, or advocating a position, an
24 attorney certifies that the pleading or position is not presented for any improper purpose, that the
25 claims etc., are warranted by existing case law, and that the factual allegations or denials of
26 factual allegations have evidentiary support.
27
28

1 Unfortunately, Mr. Payne's opposition was severely untimely and therefore prevented
2 the ALB Law Firm from provide him with a safe harbor letter under NRCP 11. However, the
3 court may issue an order to show cause to Mr. Payne under NRCP 11(c)(1)(b) and issue
4 sanctions sua sponte. Additionally, NRS 7.085 does not require a safe harbor letter and must be
5 liberally construed to as necessary to punish for and deter vexatious claims.¹⁴
6

7 Here, ALB Law Firm has identified for the court at least 36 blatant misrepresentations of
8 law and/or fact by Mr. Payne. Additionally, it appears that other parties have identified
9 misrepresentations by Mr. Payne in other pleadings set for hearing on March 15, 2018. In
10 several instances Mr. Payne's assertions are contradicted by the very citations provided by him.
11 It is clear that Mr. Payne's opposition is not well-grounded in fact and is not warranted by
12 existing case law. Furthermore, Mr. Payne's opposition appears to be for the sole purpose of
13 extending the frivolous litigation initiated by his clients to prevent Nancy from receiving any
14 benefit from the Trust and their continued attempts to prevent the Successor Trustees from
15 acting on behalf of the Trust and fulfill their fiduciary duties. Therefore, this court should
16 require Mr. Payne personally to pay the additional costs, expenses and attorney's fees incurred
17 by ALB Law Firm in responding to his opposition, such costs, fees, and expenses are estimated
18 to be approximately \$2,800.00.
19
20

21
22 **C. Conclusion**

23 As legal counsel for the Trustor of the Trust, the ALB Law Firm sought relief based
24

25 ¹⁴ *Watson Rounds, P.C. v. Eighth Judicial Dist. Court*, 358 P.3d 228, 232, 2015 Nev. LEXIS 89, *10, 131 Nev.
26 Adv. Rep. 79. "The simplest way to reconcile NRCP 11 and NRS 7.085 is to do what federal courts have done with
27 FRCP 11 and § 1927; treat the rule and statute as independent methods for district courts to award attorney fees for
28 misconduct. Therefore, we conclude NRCP 11 does not supersede NRS 7.085."

1 upon Nancy's requests in conjunction with the terms of the Trust prior to her passing. Because
2 of the benefit provided to Nancy as Trustor of the Trust in furtherance of the Trust's terms, the
3 Successor Trustees approved the request for payment of fees and costs from the Trust. Pursuant
4 to Trust Provision 11.1 their decision is conclusive and binding upon the Petitioners.
5

6 Because the Court required this petition because the trust funds are currently frozen as a
7 result of the Petitioners' sequestration of funds from the Successor Trustees, ALB Law Firm
8 also provided documentation that its work was performed in accordance with the *Brunzell*
9 Factors and the costs were actually incurred pursuant to *Cadle*, which were unopposed. Most
10 importantly, the Trust's terms and Nevada law allow for the payment of Nancy's debts.
11

12 Therefore, the law office of Anthony L. Barney, Ltd., respectfully requests that its fees
13 and costs be paid from the Trust, because it is Nancy's (Trustor's) debt. As such, the ALB Law
14 Firm requests this Court make the findings and orders as requested in its petition and unfreeze
15 Nancy's assets in the amount of \$62,105.64 for payment of its fees and costs and order that they
16 be paid from the blocked account. It also requests payment of fees and costs from Cary Colt
17 Payne, Esq., in the approximate amount of \$2,800.00 for the false representations contained in
18 his frivolous and vexatious objection.
19

20 DATED this 13th day of March 2018.
21

22 Respectfully Submitted,
23 ANTHONY L. BARNEY, LTD.

24 

25 Tiffany S. Barney, Esq.
26 NV State Bar No. 9754
27 3317 W. Charleston Boulevard, Suite B
28 Las Vegas, NV 89102-1835
(702) 438-7878
Creditors of the Nancy Christian Trust

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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Anthony L. Barney, Ltd. and not a party to the above-entitled action. I further certify that on March 13, 2018 I served the foregoing **REPLY TO PETITIONER'S COMBINED OPPOSITION TO 1) BARNEY FIRM PETITION FOR FEES, ETC., (2) MONTE REASON'S APPLICATION FOR REIMBURSEMENT** on the following parties via electronic service through the Eighth Judicial District Court filing system, addressed as follows:

Cary Colt Payne, Esq.
Cary Colt Payne, Chtd.
700 S. 8th St.
Las Vegas, NV 89101
*Attorney for Susan Christian-Payne,
Rosemary Keach and Raymond Christian, Jr.*

Jerimy L. Kirschner, Esq.
Jerimy Kirschner & Associates, Ltd. Office
5550 Painted Mirage Rd, #320
Las Vegas, NV 89149
*Attorney for Jacqueline Utkin, Successor
Trustee*

Joseph J. Powell, Esq.
Rushforth Lee & Kiefer, LLP
1707 Village Center Circle, Suite 150
Las Vegas, NV 89134
*Attorney for Monte Reason, Trustee of the
Nancy Christian Trust and Personal
Representative of the Estate of Nancy
Christian*

/s/Zachary D. Holyoak
An employee of Anthony L. Barney, Ltd.

EXHIBIT 1

4-1

Inst #: 20161019-0000692
Fees: \$19.00 N/C Fee: \$0.00
RPTT: \$0.00 Ex: #007
10/19/2016 09:18:20 AM
Receipt #: 2905989
Requestor:
GRANT MORRIS DODD (LEGAL
WI
Recorded By: TAH Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN: 177-27-611-254

When Recorded, Mail to:
Grant Morris Dodds
2520 St. Rose Pkwy, Suite 319
Henderson, NV 89074

Mail Tax Statements to:
Raymond T. Christian
Nancy I. Christian
1060 Dancing Vines Avenue
Las Vegas, NV 89183

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE WITNESSETH: That Raymond Christian and Nancy I. Christian, husband and wife as joint tenants, for good and other valuable consideration, do hereby Grant, Bargain, Sell and Convey to ROSEMARY K. CHRISTIAN-KEACH, RAYMOND T. CHRISTIAN, JR. and SUSAN G. CHRISTIAN-PAYNE, Trustees of the CHRISTIAN FAMILY TRUST, dated October 11, 2016, all of their right, title and interest in that real property situated in the County of CLARK, State of NEVADA, bounded and described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF FOR COMPLETE LEGAL DESCRIPTION.**

Commonly known as: 1060 Dancing Vines Avenue, Las Vegas, NV
0358

GRANTEE'S ADDRESS: 1060 Dancing Vines Avenue
Las Vegas, NV 89183

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

Witness their hands this 11th day of October, 2016.



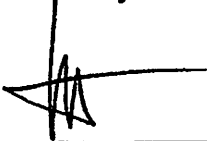
RAYMOND CHRISTIAN


NANCY I. CHRISTIAN

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 11th day of October, 2016, before me the undersigned, a Notary Public in and for the said County of Clark, State of Nevada, personally appeared RAYMOND CHRISTIAN and NANCY I. CHRISTIAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



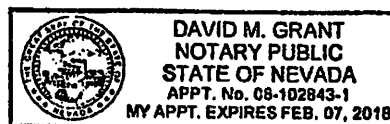
NOTARY PUBLIC

EXHIBIT "A"
LEGAL DESCRIPTION

The land referred to is situated in the County of Clark, City of Las Vegas, State of Nevada, and is described as follows:

Parcel I:

Lot Three Hundred Fifteen (315) in Block One (1) of Silverado South Unit 2, as shown by map thereof on file in Book 84 of Plats, Page 64, in the Office of the County Recorder of Clark County, Nevada and amended by Certificate of Amendment recorded June 22, 1998 in Book 980622 as Document No. 01333 and by Certificate of Amendment recorded August 5, 1998 in Book 980805 as Document No. 00558, both of Official Records.

Parcel II:

An easement for ingress and egress over the private streets delineated on the plat of the final map of Silverado South Unit 2.

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

- a) 177-27-611-254
b) _____
c) _____

2. Type of Property:

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

FOR RECORDER'S OPTION USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3. Total Value/Sales Price of Property

\$ 0.00

Deed in Lieu of Foreclosure Only (value of property)

()

Transfer Tax Value

\$ 0.00

Real Property Transfer Tax Due

\$ 0.00

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section 07

b. Explain Reason for Exemption: Transfer without consideration to or from a trust.

5. Partial Interest: Percentage being transferred: _____

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

Signature 

Capacity Attorney for Grantor

Signature _____

Capacity _____

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

Print Name: RAYMOND CHRISTIAN
NANCY I. CHRISTIAN

Address: 1060 Dancing Vines Avenue

City: Las Vegas

State: NV Zip: 89183

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: CHRISTIAN FAMILY
TRUST

Address: 1060 Dancing Vines Avenue

City: Las Vegas

State: NV Zip: 89183

COMPANY/PERSON REQUESTING RECORDING (required if not seller of buyer)

Print Name: Grant Morris Dodds, PLLC

Escrow #: _____

Address: 2520 St. Rose Pkwy. #319

City: Henderson

State: Nevada

Zip: 89074

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILED

EXHIBIT “D”

**DISTRICT COURT
CLARK COUNTY, NEVADA**

**Probate -
Trust/Conservatorships**

COURT MINUTES

April 04, 2018

P-17-092512-T

In the Matter of the Trust of:
The Christian Family Trust u.a.d. 10/11/16

April 04, 2018

2:00 PM

Petition

HEARD BY: Ochoa, Vincent

COURTROOM: RJC Courtroom 10A

COURT CLERK: Yvette Clayton

PARTIES:

Jacqueline Utkin, Trustee, not present	Jerimy Kirschner, Attorney, present
Monte Reason, Objector, not present	
Monte Reason, Objector, not present	
Nancy Christian, Other, not present	Tiffany Barney, Attorney, not present
Raymond Christian, Petitioner, not present	Cary Payne, Attorney, present
Rosemary Keach, Petitioner, present	Cary Payne, Attorney, present
Susan Christian Payne, Petitioner, present	Cary Payne, Attorney, present
The Christian Family Trust u.a.d. 10/11/16,	Cary Payne, Attorney, present
Trust, not present	

JOURNAL ENTRIES

- PETITION FOR FEES AND COSTS

Anthony Barney bar # 8366 present.
Joseph Powell appeared for Monte Reason.
Atty Zachary Holyoak, bar #14217.

Mr. Kirschner addressed the inventory and accounting in which the accounting was incorrect. Mr. Kirschner stated within the last 14 days the estate was worth \$950,000.00. Discussion regarding the trust. Mr. Powell made statements regarding the trust and the house. Court suggested a neutral trustee. Mr. Kirschner requested an Evidentiary Hearing and an Order to Show Cause set within 60

PRINT DATE:	04/04/2018	Page 1 of 3	Minutes Date:	April 04, 2018
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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

days for information. Mr. Payne objected to the Order to Show Cause. Mr. Payne addressed the Voyer account.

Mr. Barney addressed his fees, to be paid and to be out of the case. Further both trustee approved his fees. Court was concerned about Mr. Barney fees being high. Arguments by Mr. Barney and Mr. Payne regarding his fees. Mr. Barney requested Judge Potter's order be stricken.

Discussion on how Mr. Barney will get his check.

Mr. Powell addressed his motion.

COURT ORDERED, as follows:

Mr. Kirschner shall prepare the Order to Show Cause for all counsel review.

Court will review Mr. Powell's Motion.

The supplemental to response filed on 3/30/18, Page 28-29 (Judge Potter's Order) shall be stricken from the file.

Mr. Barney is awarded \$50,000 in attorney's fees plus 100% of the Cost from the blocked account for Mr. Barney to be paid. Mr. Barney shall be out of the case within ONE (1) week.

The Motion set on 5/2/18 shall be moved to 5/14/18 at 3:00 PM to be heard with the other motion.

.

INTERIM CONDITIONS:

FUTURE HEARINGS:

Canceled: May 02, 2018 2:00 PM Motion

May 14, 2018 3:00 PM Motion
RJC Courtroom 10A
Ochoa, Vincent
Barry-Singer, Frances

May 14, 2018 3:00 PM Motion - HM
RJC Courtroom 10A
Ochoa, Vincent

PRINT DATE:	04/04/2018	Page 2 of 3	Minutes Date:	April 04, 2018
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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

Barry-Singer, Frances

May 14, 2018 3:00 PM Status Check

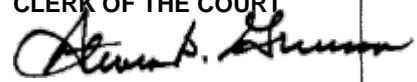
RJC Courtroom 10A

Ochoa, Vincent

Barry-Singer, Frances

PRINT DATE:	04/04/2018	Page 3 of 3	Minutes Date:	April 04, 2018
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EXHIBIT “E”



ANTHONY L. BARNEY, ESQ.
NV State Bar No. 8366
TIFFANY S. BARNEY, ESQ.
NV State Bar No. 9754
ZACHARY D. HOLYOAK, ESQ.
NV State Bar No. 14217
ANTHONY L. BARNEY, LTD.
3317 W. Charleston Boulevard, Suite B
Las Vegas, NV 89102-1835
Telephone: (702) 438-7878
Facsimile: (702) 259-1116
E-Mail: office@anthonybarney.com
Prior Attorneys for Nancy Christian

EIGHTH JUDICIAL DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

In the Matter of the

THE CHRISTIAN FAMILY TRUST

Case Number: P-17-092512-T
Dept.: S

Dated October 11, 2016

NOTICE OF ENTRY OF ORDER

TO: SUSAN CHRISTIAN-PAYNE, ROSEMARY KEACH, and RAYMOND
CHRISTIAN JR., by and through their attorney Cary C. Payne, Esq., of the Law Office
of Cary Colt Payne, CHTD.

TO: MONTE REASON, by and through his attorney, Joseph J. Powell, Esq., of Rushforth,
Lee & Kiefer, LLP

TO: JACQUELINE UTKIN, by and through her attorney, Jerimy Kirschner, Esq. of
Kirschner & Associates

TO: CHRISTOPHER A. CHRISTIAN

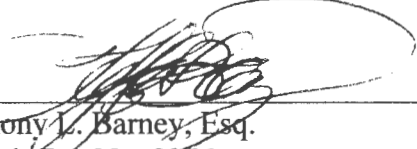
TO: TOMMY L. CHRISTIAN

PLEASE TAKE NOTICE, each of you, of the following:

1 ///

2 An Order was entered and filed on April 12th, 2018 in the above entitled matter. A copy of
3 said Order is attached hereto and incorporated herein as Exhibit 1.
4

5
6 Respectfully Submitted,
7 **ANTHONY L. BARNEY, LTD.**

8 
9 _____
10 Anthony L. Barney, Esq.
11 Nevada Bar No. 8366
12 Tiffany S. Barney, Esq.
13 Nevada Bar No. 9754
14 3317 W. Charleston Blvd., Suite B
15 Las Vegas, NV 89102-1835
16 (702) 438-7878
17 *Attorneys for Nancy Christian, Trustor*
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Anthony L. Barney, Ltd., and not a party to this action. I further certify that on April 12, 2018 I served the foregoing **NOTICE OF ENTRY OF ORDER** via regular mail and/or electronic service through the Eighth Judicial District Court's electronic filing system, upon the following party(ies):

Cary Colt Payne, Esq.
Law Office of Cary Colt Payne, CHTD.
700 South 8th Street,
Las Vegas, NV 89101
*Attorney for Susan Christian-Payne,
Rosemary Keach, and
Raymond Christian, Jr.*

Joseph J. Powell, Esq.
Rushforth, Lee & Kiefer LLP
1707 Village Center Cir., #150
Las Vegas, NV 89134
*Attorney for Monte Reason, Successor
Trustee*

Jerimy Kirschner, Esq.
5550 Painted Mirage Rd., Suite 320
Las Vegas, NV 89149
*Attorney for Jacqueline Utkin, Successor
Trustee*

_____/s/ Zachary Holyoak/s_____
Employee of Anthony L. Barney, Ltd.

EXHIBIT 1



1 ANTHONY L. BARNEY, ESQ.
NV State Bar No. 8366
2 TIFFANY S. BARNEY, ESQ.
NV State Bar No. 9754
3 ZACHARY D. HOLYOAK, ESQ.
NV State Bar No. 14217
4 **ANTHONY L. BARNEY, LTD.**
3317 W. Charleston Boulevard, Suite B
5 Las Vegas, NV 89102-1835
6 Telephone: (702) 438-7878
7 Facsimile: (702) 259-1116
8 E-Mail: office@anthonybarney.com
9 *Prior Attorneys for Nancy Christian,
Creditors of The Christian Family Trust*

10 **EIGHTH JUDICIAL DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 In the Matter of the

Case Number: P-17-092512-T

13
14 **THE CHRISTIAN FAMILY TRUST**

Dept.: S

15 Dated October 11, 2016

16
17 **ORDER**

18 This matter came before the above-entitled court on April 4, 2018 at 2:00 p.m. on
19 Anthony L. Barney, Ltd.'s, ("ALB, LTD.," or "Petitioner") Creditor of the Christian Family
20 Trust dated October 11, 2018 ("Trust"), PETITION FOR FEES AND COSTS ("Petition"), and
21 upon the Petitioner's Oral Motion to Strike Exhibit A of the SUPPLEMENTAL RESPONSE
22 TO OPPOSITION TO PETITION FOR FEES (BARNEY FIRM); REQUEST FOR
23 EVIDENTIARY HEARING, AND REOPENING DISCOVERY ("Supplement") filed March
24 30, 2018 by Cary Colt Payne, Esq. on behalf of Susan Christian Payne ("Susan"), Rosemary
25 Keach ("Rosemary"), and Raymond Christian Jr. ("Raymond"). The Petitioner was represented
26 by its attorneys at the Law Office of Anthony L. Barney, Ltd. Jackie Utkin, Successor Trustee
27
28

RECEIVED
APR 10 2018
DEPT. S

1 of the Trust was not present but was represented by her attorney, Jerimy Kirschner, Esq., Monte
2 Reason, former Trustee and beneficiary of the Trust was not present but was represented by his
3 attorney Joseph J. Powell, Esq., Raymond was not present, Susan and Rosemary were present
4 and Raymond, Susan and Rosemary were represented by Cary C. Payne, Esq., After reviewing
5 the pleadings on file in this matter, hearing the oral argument, and reviewing the evidence, the
6 Court hereby makes the following findings of fact and conclusions of law.

7
8 **I. FINDINGS OF FACT**

9 The Court hereby finds the following:

- 10
11 1. The Trust contains broad discretion regarding decisions made by the Trustee with the
12 specific language of the Trust stating:

13 **11.1 Protection.** Trustees shall not be liable for any loss or injury to the property at
14 any time held by them hereunder, except only such as may result from their fraud,
15 willful misconduct, or gross negligence. Every election, determination, or other
16 exercise by Trustees of any discretion vested, either expressly or by implication, in
17 them, pursuant to this Trust Agreement, whether made upon a question actually
raised or implied in their acts and proceedings, shall be conclusive and binding upon
all parties in interest.

- 18 2. The Trust's spendthrift provision does not apply to the trustor's interest in the Trust estate
19 regarding the fees and costs payable to ALB, LTD.

- 20 3. ALB, LTD's request for payment of fees has been approved by the prior Trustee, Monte
21 Reason, and the current Trustee, Jackie Utkin.

- 22 4. The Court has previously ordered that all Trust assets be frozen pending the current
23 litigation in this matter.

- 24 5. Exhibit A to Susan, Rosemary, and Raymond's Supplement is immaterial and impertinent
25 in this matter.

26
27 ///

28 ///

1 **II. CONCLUSIONS OF LAW**

2 1. NRS 132.390(c)(8) states in pertinent part “[f]or the purposes of this title, a person is an
3 interested person with respect to:... at trust, if the person:... Is a creditor of the settlor who
4 has a claim which has been accepted by the trustee.”
5

6 2. NRCP 12(f) provides:

7 Upon motion made by a party before responding to a pleading or, if no responsive
8 pleading is permitted by these rules, upon motion made by a party within 20 days after
9 the service of the pleading upon the party or upon the court’s own initiative at any time,
10 the court may order stricken from any pleading any insufficient defense or any
11 redundant, immaterial, impertinent, or scandalous matter.

12 **III. ORDER**

13 WHEREFORE, the Court hereby orders, adjudges and decrees the following:

14 1. That within seven (7) days of the entry of this order a certified check in the amount
15 of \$50,000.00 shall be issued by Chase Bank from either or both blocked trust accounts (if
16 funds are insufficient in either account), currently held in the names of Susan Christian-Payne,
17 Rosemary Keach, and Raymond Christian Jr., at Chase Bank, account numbers
18 000000446556040 and 000003008644816 (a Chase Private Client Savings Account) and shall
19 be delivered to Jackie Utkin as Trustee of the Christian Family Trust;

20 2. That within seven (7) days of the entry of this order a certified check in the amount
21 of \$3,031.97 representing the costs filed with this Court which were incurred by ALB, LTD.,
22 shall be issued by Chase Bank from either or both blocked trust accounts (if funds are
23 insufficient in either account), currently held in the names of Susan Christian-Payne, Rosemary
24 Keach, and Raymond Christian Jr., at Chase Bank, account numbers at Chase Bank, account
25 numbers 000000446556040 and 000003008644816 (a Chase Private Client Savings Account)
26 and shall be delivered to Jackie Utkin as Trustee of the Christian Family Trust;
27
28

1 3. That within seven (7) days of receipt of the certified checks for \$50,000.00 and
2 \$3,031.97, Jackie Utkin shall pay \$53,031.97 to ALB, LTD., for payment of attorney's fees and
3 costs; and,
4

5 4. That Exhibit A of the SUPPLEMENTAL RESPONSE TO OPPOSITION TO
6 PETITION FOR FEES (BARNEY FIRM); REQUEST FOR EVIDENTIARY HEARING,
7 AND REOPENING DISCOVERY is hereby stricken from the Nevada Eighth Judicial District
8 Court's record as immaterial and impertinent.
9

10 IT IS SO ORDERED, ADJUDGED AND DECREED.

11 DATED this 10th day of April 2018. *vo*

Vincent Ochse
DISTRICT COURT JUDGE *me*

14 Respectfully Submitted,
15 ANTHONY L. BARNEY, LTD.
16

Anthony L. Barney
17 Anthony L. Barney, Esq.
18 Nevada Bar No. 8366
19 Tiffany S. Barney, Esq.
20 Nevada Bar No. 9754
21 Zachary D. Holyoak, Esq.
22 Nevada Bar No. 14217
23 3317 W. Charleston Blvd., Suite B
24 Las Vegas, NV 89102
25 office@anthonybarney.com
26
27
28



In the Supreme Court of the State of Nevada

Electronically Filed
Jun 07 2018 03:16 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

INDICATE FULL CAPTION:

In the Matter of the)

Supreme Court No. : 75750

THE CHRISTIAN FAMILY)
TRUST u.a.d. 10/11/16)

~~~~~ )  
SUSAN CHRISTIAN-PAYNE, )  
ROSEMARY KEACH AND )  
RAYMOND CHRISTIAN )

Appellants, )

EJDC Case No.: P-17-092512-T

-vs- )

ANTHONY L. BARNEY, LTD. )

Respondent. )

DOCKETING STATEMENT

## GENERAL INFORMATION

Appellants must complete this docketing statement in compliance with NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, classifying cases for en banc, panel, or expedited treatment, compiling statistical information and identifying parties and their counsel.

## WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to attach documents as requested in this statement, completely fill out the statement, or to fail to file it in a timely manner, will constitute grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. *See KDI Sylvan Pools v. Workman*, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1 Judicial District: EIGHTH Department: 26  
Judge VINCENT OCHOA

County: CLARK  
District Ct. Docket No. N/A

2 **Attorney filing this docket statement:**

**Attorney** CARY COLT PAYNE, ESQ  
**Firm** CARY COLT PAYNE, CHTD.

**Telephone** (702) 383-9010

**Address** 700 S. EIGHTH STREET, LAS VEGAS, NV 89101

**Client(s)** SUSAN CHRISTIAN PAYNE, ROSEMARY KEACH, RAYMOND CHRISTIAN, JR.  
**A joint statement completed on behalf of multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by certification that they concur in the filing of this statement.**

3 **Attorney(s) representing respondent(s):**

**Attorney** ANTHONY L. BARNEY, ESQ.  
**Firm** ANTHONY L. BARNEY, LTD  
**Address** 3327 W. CHARLESTON BLVD, SUITE B  
LAS VEGAS, NV 89102  
**Client(s)** ANTHONY L. BARNEY, LTD

**Telephone** (702) 438-7878

4 **Nature of disposition below (check all that apply):**

- |                                                      |                                                                         |
|------------------------------------------------------|-------------------------------------------------------------------------|
| <input type="checkbox"/> Judgment after bench trial  | <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief              |
| <input type="checkbox"/> Judgment after jury verdict | <input type="checkbox"/> Grant/Denial of injunction                     |
| <input type="checkbox"/> Summary judgment            | <input type="checkbox"/> Grant/Denial of declaratory relief             |
| <input type="checkbox"/> Default judgment            | <input type="checkbox"/> Review of agency determination                 |
| <input type="checkbox"/> Dismissal                   | <input type="checkbox"/> Divorce decree:                                |
| <input type="checkbox"/> Lack of jurisdiction        | <input type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Failure to state a claim    | <input checked="" type="checkbox"/> Other disposition (specify)         |
| <input type="checkbox"/> Failure to prosecute        | <b>Trust Administration-Petition for</b>                                |
| <input type="checkbox"/> Other (specify) _____       | <b>Attorney Fees as a creditor</b>                                      |

5. **Does this appeal raise issues concerning any of the following:** NO

- |                                        |                                                            |
|----------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> Child custody | <input type="checkbox"/> Termination of parental rights    |
| <input type="checkbox"/> Venue         | <input type="checkbox"/> Grant/denial of injunction or TRO |
| <input type="checkbox"/> Adoption      | <input type="checkbox"/> Juvenile matters                  |

6. **Pending and prior proceedings in this court.** List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

NOT APPLICABLE

7. **Pending and prior proceedings in other courts.** List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

NOT APPLICABLE

8. **Nature of the action.** Briefly describe the nature of the action, including a list of the causes of action pleaded, and the result below:

TRUST ADMINISTRATION – District Court granted attorney’s fees to firm as a creditor of deceased settlor.

9. **Issues on appeal.** State concisely the principal issue(s) in this appeal:

(1) Did the District Court err and/or abuse its discretion in the interpretation of a trust by ignoring the clear intent of the trust;

(2) Did the District Court err and/or abuse its discretion by not ordering the creditor (lawfirm) to pursue its claims and follow the legal process for estates;

(3) Can a creditor of a discretionary trust unilaterally petition in a trust administration for the payment of debts if not provided for in trust document;

(4) Did the District Court err and/or abuse its discretion by not considering Brunzell factors or other similar factors in awarding attorney’s fees to a creditor?

(5) Did the District Court err and/or abuse its discretion by making an award of attorneys fees and costs without any discovery, evidentiary hearing and summarily decided;

(6) Did the District Court err and/or abuse its discretion by not in relying upon the successor trustee failure to object;

(7) Did the District Court err and/or abuse its discretion by applying community property versus separate property law;

10. **Pending proceedings in this court raising the same or similar issues.** If you are aware of any proceeding presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket number and identify the same or similar issues raised:  
NOT APPLICABLE

11. **Constitutional issues.** If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?  
N/A X Yes \_\_\_\_\_ No \_\_\_\_\_ *If not, explain* \_\_\_\_\_

12. **Other issues.** Does this appeal involve any of the following issues? N/A  
☐ Reversal of well-settled Nevada precedent (on an attachment, identify the case(s))  
☐ An issue arising under the United States and/or Nevada Constitutions  
☐ A substantial issue of first-impression  
☐ An issue of public policy  
☐ An issue where en banc consideration is necessary to maintain uniformity of this court’s decisions  
☐ A ballot question  
If so, explain \_\_\_\_\_

13. **Trial.** If this action proceeded to trial, how many days did the trial last? Bench Decision  
Was it a bench or jury trial? Bench



14. **Judicial disqualification.** Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal. If so, which Justice? **NOT APPLICABLE**

### **TIMELINESS OF NOTICE OF APPEAL**

15. **Date of entry of written judgment or order appealed from** April 12, 2018 **Attach a copy. If more than one judgment or order is appealed from, attach copies of each judgment or order from which an appeal is taken.**

(a) If no written judgment or order was filed in the district court, explain the basis for seeking appellate review: **NOT APPLICABLE**

16. **Date written notice of entry of judgment or order served :** April 12, 2018. **Attach a copy, including proof of service, for each order or judgment appealed from.**

(a) Was service by delivery \_\_\_\_\_; by mail \_\_\_\_\_; electronic service X

17. **If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59),**

**NOT APPLICABLE**

(a) Specify the type of motion, and the date and method of service of the motion, and date of filing.  
NRCP 50(b) \_\_\_\_\_ Date served \_\_\_\_\_ By delivery \_\_\_\_\_ or by mail \_\_\_\_\_ Date of filing \_\_\_\_\_  
NRCP 52(b) \_\_\_\_\_ Date served \_\_\_\_\_ By delivery \_\_\_\_\_ or by mail \_\_\_\_\_ Date of filing \_\_\_\_\_  
NRCP 59 \_\_\_\_\_ Date served \_\_\_\_\_ By delivery \_\_\_\_\_ or by mail \_\_\_\_\_ Date of filing \_\_\_\_\_

**Attach copies of all post-trial tolling motions.**

**NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration do not toll the time for filing a notice of appeal.**

(b) Date of entry of written order resolving tolling motion \_\_\_\_\_. Attach a copy.

(c) Date written notice of entry of order resolving motion served \_\_\_\_\_. Attach a copy, including proof of service.

(i) Was service by delivery \_\_\_\_\_ or by mail \_\_\_\_\_ (specify).

18. **Date notice of appeal was filed :** April 26, 2018

(a) If more than one party has appealed from the judgment or order, list date each notice of appeal was filed and identify by name the party filing the notice of appeal:

19. **Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a), NRS 155.190, or other NRAP 4(a) ; NRS 155.190.**

### **SUBSTANTIVE APPEALABILITY**

20. **Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:**

NRAP 3A(b)(1) \_\_\_\_\_ NRS 155.190 X (specify subsection) (h) (j) (l) (n)

NRAP 3A(b)(2) \_\_\_\_\_ NRS 38.205 \_\_\_\_\_ (specify subsection) \_\_\_\_\_  
NRAP 3A(b)(3) \_\_\_\_\_ NRS 703.376 \_\_\_\_\_  
Other (specify) \_\_\_\_\_

Explain how each authority provides a basis for appeal from the judgment or order:  
Specifically appealable by NRS

**COMPLETE THE FOLLOWING SECTION ONLY IF MORE THAN ONE CLAIM FOR RELIEF WAS PRESENTED IN THE ACTION (WHETHER AS A CLAIM, COUNTERCLAIM, CROSS-CLAIM, OR THIRD-PARTY CLAIM) OR IF MULTIPLE PARTIES WERE INVOLVED IN THE ACTION. Attach separate sheets as necessary.**

21. **List all parties involved in the action in the district court:** NOT APPLICABLE  
(a) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, *e.g.*, formally dismissed, not served, or other:  
(1) Monte Reason (former trustee and beneficiary) – he receives a set amount under trust distribution, remainder of trust does not affect him;  
(2) Jacqueline Utkin (current trustee)- appointed as trustee post filing of petition.
22. **Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims or third-party claims, and the trial court's disposition of each claim, and how each claim was resolved (*i.e.*, order, judgment, stipulation), and the date of disposition of each claim. Attach a copy of each disposition.**  
  
The underlying issues have yet to be determined, to wit: the surviving settlor's ability to remove original trustee and if all actions taken by successor trustee are valid; Underling documents as Exhibits "A" and "B".
23. **Attach copies of the last-filed version of all complaints, counterclaims, and/or cross-claims filed in the district court.**  
NOT APPLICABLE
24. **Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action below:**  
Yes \_\_\_\_\_ No X
25. **If you answered "No" to the immediately previous question, complete the following:**  
(a) Specify the claims remaining pending below: There is the ongoing underlying dispute which will affect both Appellant's and Respondent rights. This appeal is only regarding the attorney's fees awarded for a party no longer a participant in the case.  
(b) Specify the parties remaining below: Same parties

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b):

Yes \_\_\_\_\_ No  X  If "Yes," attach a copy of the certification or order, including any notice of entry and proof of service.

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment:

Yes \_\_\_\_\_ No  X

26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):

Order implements appealable matters pursuant to NRS 150.190 (h), (j), (n), (l)

27. Attach file-stamped copies of the following documents: Attached as Exhibits "A" through "E".

- The latest filed complaint, counterclaims, cross-claims and third party claims;
- Any tolling motion(s) and order(s) resolving tolling motions;
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third party claims asserted in the action or consolidated action below, even if not at issue on appeal;
- Any other order challenged on appeal;
- Notices of entry for each attached order.

### VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

\_\_\_\_\_  
SUSAN CHRISTIAN PAYNE, Appellant

\_\_\_\_\_  
Date

\_\_\_\_\_  
ROSEMARY KEACH, Appellant

\_\_\_\_\_  
Date

\_\_\_\_\_  
CARY COLT PAYNE, ESQ.

Signature of counsel of record

Date: \_\_\_\_\_

\_\_\_\_\_  
RAYMOND CHRISTIAN, JR., Appellant

\_\_\_\_\_  
Date

CLARK COUNTY, STATE OF NEVADA

State and county where signed

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b):

Yes \_\_\_\_\_ No X If "Yes," attach a copy of the certification or order, including any notice of entry and proof of service.

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment:

Yes \_\_\_\_\_ No X

26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):

Order implements appealable matters pursuant to NRS 150.190 (h), (j), (n), (l)

27. Attach file-stamped copies of the following documents: Attached as Exhibits "A" through "E".

- The latest filed complaint, counterclaims, cross-claims and third party claims;
- Any tolling motion(s) and order(s) resolving tolling motions;
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third party claims asserted in the action or consolidated action below, even if not at issue on appeal;
- Any other order challenged on appeal;
- Notices of entry for each attached order.

### VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Susan B. Prister 6/6/18  
SUSAN CHRISTIAN PAYNE, Appellant Date

Rosemary Keach  
ROSEMARY KEACH, Appellant

6/6/18  
Date

Cary Colt Payne  
CARY COLT PAYNE, ESQ.  
Signature of counsel of record

Date: 6/6/18

Raymond Christian, Jr.  
RAYMOND CHRISTIAN, JR., Appellant

6/6/18  
Date

CLARK COUNTY, STATE OF NEVADA  
State and county where signed

**CERTIFICATE OF SERVICE**


I certify that on the 7<sup>th</sup> day of June, 2018, I served a copy of this completed docketing statement upon all counsel of record:

- ☐ By personally serving it upon him/her; or  
☒ By mailing it by first class mail with sufficient postage prepaid to the following address(es):

Anthony L. Barney, Esq.  
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Attorney for Jacqueline Utkin

Joseph Powell, Esq.  
RUSHFORTH, LEE & KIEFER, LLP  
1701 Village Center Circle, Suite 150  
Las Vegas, NV 89134  
Attorney for Monte Reason



\_\_\_\_\_  
An employee of CARY COLT PAYNE, CHTD.

## DOCKETING STATEMENT ATTACHMENTS

|             | <i>Date filed</i> | <i>Description</i>                                              |
|-------------|-------------------|-----------------------------------------------------------------|
| Exhibit "A" | 7/31/17           | Underlying Petition to Assume Jurisdiction and for Instructions |
| Exhibit "B" | 9/15/17           | Underlying Opposition to Motion to Dismiss                      |
| Exhibit "C" | 2/8/18            | Petition for Fees and Costs                                     |
| Exhibit "D" | 3/9/18            | Combined Opposition to Fees and Costs                           |
| Exhibit "E" | 3/16/18           | Reply to Opposition                                             |
| Exhibit "F" | 4/4/18            | Minutes 4/4/18 hearing                                          |
| Exhibit "G" | 4/12/18           | Notice of Entry of Order                                        |