

In the Supreme Court of the State of Nevada

IN THE MATTER OF THE CHRISTIAN)
FAMILY TRUST u.a.d. 10/11/16)
~~~~~ )  
SUSAN CHRISTIAN-PAYNE, )  
ROSEMARY KEACH AND )  
RAYMOND CHRISTIAN, JR. )

Appellants, )

-vs- )

ANTHONY L. BARNEY, LTD. and )  
JACQUELINE UTKIN, )  
Respondents. )  
~~~~~ )

ANTHONY L. BARNEY, LTD.,)
Cross-Appellant,)

-vs-)

SUSAN CHRISTIAN-PAYNE,)
ROSEMARY KEACH AND)
RAYMOND CHRISTIAN, JR.)

Cross-Respondents,)

and)
JACQUELINE UTKIN,)
Respondent.)
~~~~~ )

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Clerk of Supreme Court

Case No.: 75750

**APPELLANT/CROSS-RESPONDENTS' APPENDIX - VOLUME 9**

*Filed by:*

*/s/ Cary Colt Payne, Esq.*

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| <i><b>DATE</b></i>               | <i><b>DOCUMENT</b></i>                                                                                                                                                          | <i><b>NUMBERED</b></i> |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| <i><b>APPENDIX VOLUME 1:</b></i> |                                                                                                                                                                                 |                        |
| 7/13/17                          | Petition to Assume Jurisdiction of Trust;<br>Confirm Trustees; Instructions, etc.                                                                                               | APP-ROA--001-72        |
| 8/17/17                          | Notice of Motion and Motion to Dismiss<br>Pursuant to NRCP 12(b)(1) and NRCP 12 (b)(5)                                                                                          | APP-ROA—73-97          |
| 8/22/17                          | Errata to Notice of Motion and Motion to<br>Dismiss Pursuant to NRCP 12(b)(1) and<br>NRCP 12(b)(5)                                                                              | APP-ROA—98-101         |
| 9/15/17                          | Supplement and Addendum to Petition to Assume<br>Jurisdiction of Trust; confirm Trustees'<br>Instructions, etc. Alternatively to Reform<br>Trust Agreement                      | APP-ROA--102-105       |
| 9/15/17                          | Petitioner's Opposition to Motion to Dismiss                                                                                                                                    | APP-ROA--106-115       |
| <i><b>APPENDIX VOLUME 2:</b></i> |                                                                                                                                                                                 |                        |
| 10/4/17                          | Reply to Petitioner's Opposition to Motion<br>to Dismiss                                                                                                                        | APP-ROA--116-156       |
| 10/13/17                         | Response to Petition to Assume Jurisdiction<br>of Trust; Confirm Trustees; Instrutions, Etc.<br>and Joinder in Motion to Dismiss Pursuant<br>to NRCP 12(b)(1) and NRCP 12(b)(5) | APP-ROA--157-165       |
| 10/25/17                         | Accounting                                                                                                                                                                      | APP-ROA--166-173       |
| 10/25/17                         | Inventory and Record of Value                                                                                                                                                   | APP-ROA--174-184       |
| 10/31/17                         | Notice of Entry of Order                                                                                                                                                        | APP-ROA--185-193       |

| <i><b>DATE</b></i>                | <i><b>DOCUMENT</b></i>                                                                                                                                                                                                                                                                                                                           | <i><b>NUMBERED</b></i> |
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| <i><b>APPENDIX VOLUME 3:</b></i>  |                                                                                                                                                                                                                                                                                                                                                  |                        |
| 11/3/17                           | Joint Petition for Review of Former Trustees<br>Refusal to Provide a Proper Accounting<br>Pursuant to NRS 165.143                                                                                                                                                                                                                                | APP-ROA--194-222       |
| <i><b>APPENDIX VOLUME 4a:</b></i> |                                                                                                                                                                                                                                                                                                                                                  |                        |
| 11/13/17                          | Joint Objection to Petition Jurisdiction Etc.<br>Part 1                                                                                                                                                                                                                                                                                          | APP-ROA--223-298       |
| <i><b>APPENDIX VOLUME 4b:</b></i> |                                                                                                                                                                                                                                                                                                                                                  |                        |
| 11/13/17                          | Joint Objection to Petition Jurisdiction Etc.<br>Part 2                                                                                                                                                                                                                                                                                          | APP-ROA--299-373       |
| <i><b>APPENDIX VOLUME 5:</b></i>  |                                                                                                                                                                                                                                                                                                                                                  |                        |
| 12/4/17                           | Petitioner's Opposition to Motion for<br>Review/Proper Accounting                                                                                                                                                                                                                                                                                | APP-ROA--374-413       |
| 12/14/17                          | Petitioner's Opposition to Joint Counterpetition<br>to Confirm/Breach of Fiduciary Duty, Etc.<br>Request for Discovery                                                                                                                                                                                                                           | APP-ROA--414-428       |
| <i><b>APPENDIX VOLUME 6:</b></i>  |                                                                                                                                                                                                                                                                                                                                                  |                        |
| 12/12/17                          | Motion for Compliance with and Enforcement<br>of Court Order, and for Sanctions Relating<br>Thereto, for Order to show cause why Former<br>Trustees should not be held in Contempt,<br>for Order Compelling Former Trustees to<br>Account, and for Access to and Investment<br>Control of Trust Funds Belonging to the<br>Christian Family Trust | APP-ROA--429-452       |

| <b><i>DATE</i></b> | <b><i>DOCUMENT</i></b>                                                                                                                                                      | <b><i>NUMBERED</i></b> |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| 1/4/18             | Notice of Suggestion of Death                                                                                                                                               | APP-ROA--453-454       |
| 1/11/18            | Opposition to Motion for Compliance, Enforcement Sanctions, Contempt, Etc.; Counterpetition for Distribution and Vacating all Pending Matters and Dismiss Trust Proceedings | APP-ROA--455-508       |

***APPENDIX VOLUME 7a:***

|         |                                                 |                  |
|---------|-------------------------------------------------|------------------|
| 1/26/18 | Petition to Confirm Successor Trustee<br>Part 1 | APP-ROA--509-539 |
|---------|-------------------------------------------------|------------------|

***APPENDIX VOLUME 7b:***

|         |                                                 |                  |
|---------|-------------------------------------------------|------------------|
| 1/26/18 | Petition to Confirm Successor Trustee<br>Part 2 | APP-ROA--540-569 |
|---------|-------------------------------------------------|------------------|

***APPENDIX VOLUME 8:***

|         |                                                                                                            |                  |
|---------|------------------------------------------------------------------------------------------------------------|------------------|
| 2/6/18  | Amended Notice of Entry-Omnibus Order                                                                      | APP-ROA--570-576 |
| 2/8/18  | Petition for Fees and Costs                                                                                | APP-ROA--577-659 |
| 2/23/18 | Notice of Non-Opposition and Limited Joinder to the Petition for Fees and Costs for Anthony L. Barney, LTD | APP-ROA--660-663 |
| 2/23/18 | Opposition to Petition to Confirm Successor Trustee; Counterpetition for Reinstatement of Petitioners      | APP-ROA--664-735 |
| 3/8/18  | Monte Reason's Application for Reimbursement of Administrative Expenses                                    | APP-ROA--736-741 |

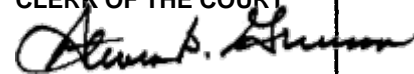
| <i><b>DATE</b></i>                | <i><b>DOCUMENT</b></i>                                                                                                                    | <i><b>NUMBERED</b></i> |
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| <i><b>APPENDIX VOLUME 9:</b></i>  |                                                                                                                                           |                        |
| 3/9/18                            | Petitioners Combined Opposition to (1) Barney Firm Petition For Fees, Etc. (2) Monte Reason's Application for Reimbursement               | APP-ROA--742-840       |
| <i><b>APPENDIX VOLUME 10:</b></i> |                                                                                                                                           |                        |
| 3/12/18                           | Reply to Opposition to Petition to Confirm Successor Trustee; and Opposition to Counter-Petition for Reinstatement of Petitioners         | APP-ROA--841-848       |
| 3/13/18                           | Response to Opposition to Monte Reason's Application for Reimbursement of Administrative Expenses                                         | APP-ROA--849-863       |
| 3/13/18                           | Reply to Petitioner's Combined Opposition to (1) Barney Firm Petition for Fees, Etc., (2) Monte Reason's Application for Reimbursement    | APP-ROA--864-894       |
| 3/15/18                           | Minutes of Hearing – 4/4/18                                                                                                               | APP-ROA--895-898       |
| 3/29/18                           | Motion (1) to Expunge Lis Pendens and/or Strike Pleading; and (2) for Preliminary Injunction                                              | APP-ROA--899-921       |
| <i><b>APPENDIX VOLUME 11:</b></i> |                                                                                                                                           |                        |
| 3/30/18                           | Petitioner's Supplemental Response to Opposition to Petition for Fees (Barney Firm); Request for Evidentiary Hearing, Reopening Discovery | APP-ROA--922-960       |

| <i><b>DATE</b></i>                 | <i><b>DOCUMENT</b></i>                                                                                                                                                                                                                                                                                               | <i><b>NUMBERED</b></i> |
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| <i><b>APPENDIX VOLUME 12:</b></i>  |                                                                                                                                                                                                                                                                                                                      |                        |
| 4/2/18                             | Motion for Turnover of Assets and to Dissolve the Injunction Over Christian Family Trust Assets                                                                                                                                                                                                                      | APP-ROA--961-998       |
| 4/3/18                             | Countermotion 1) to Strike Petitioner's Supplemental Response to Opposition to Petition for Fees (Barney Firm); request for Evidentiary Hearing, and Reopening Discovery; 2) To Find the Former Trustees to be Vexatious Litigants, and 3) For sanctions Against Cary Colt Payne Pursuant to NRS 7.085 and EDCR 7.60 | APP-ROA--999-1036      |
| <i><b>APPENDIX VOLUME 13a:</b></i> |                                                                                                                                                                                                                                                                                                                      |                        |
| 4/4/18                             | Hearing Transcript Part 1                                                                                                                                                                                                                                                                                            | APP-ROA-1037-1061      |
| <i><b>APPENDIX VOLUME 13b:</b></i> |                                                                                                                                                                                                                                                                                                                      |                        |
| 4/4/18                             | Hearing Transcript Part 2                                                                                                                                                                                                                                                                                            | APP-ROA-1062-1186      |
| <i><b>APPENDIX VOLUME 13c:</b></i> |                                                                                                                                                                                                                                                                                                                      |                        |
| 4/4/18                             | Hearing Transcript Part 3                                                                                                                                                                                                                                                                                            | APP-ROA-1087-1111      |
| <i><b>APPENDIX VOLUME 13d:</b></i> |                                                                                                                                                                                                                                                                                                                      |                        |
| 4/4/18                             | Hearing Transcript Part 4                                                                                                                                                                                                                                                                                            | APP-ROA-1112-1134      |

| <i><b>DATE</b></i>                 | <i><b>DOCUMENT</b></i>                                                                                                                                                                                                                                                                                                    | <i><b>NUMBERED</b></i> |
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| <i><b>APPENDIX VOLUME 14a:</b></i> |                                                                                                                                                                                                                                                                                                                           |                        |
| 4/10/18                            | Motion for (1) Fees Pursuant to NRS 165.148<br>(2) Compliance with and Enforcement of<br>Court Order and Sanctions; (3) for Order<br>to Show Cause Why Former Trustees<br>Should Not be Held in Contempt, and<br>(4) for Extension of Discovery<br>Part 1                                                                 | APP-ROA-1135-1279      |
| <i><b>APPENDIX VOLUME 14b:</b></i> |                                                                                                                                                                                                                                                                                                                           |                        |
| 4/10/18                            | Motion for (1) Fees Pursuant to NRS 165.148<br>(2) Compliance with and Enforcement of<br>Court Order and Sanctions; (3) for Order<br>to Show Cause Why Former Trustees<br>Should Not be Held in Contempt, and<br>(4) for Extension of Discovery<br>Part 2                                                                 | APP-ROA-1180-1224      |
| <i><b>APPENDIX VOLUME 15:</b></i>  |                                                                                                                                                                                                                                                                                                                           |                        |
| 4/12/18                            | Notice of Entry of Order (Barney Petition Fees)                                                                                                                                                                                                                                                                           | APP-ROA-1225-1232      |
| 4/19/18                            | Petitioner's Combined Opposition to (1) Motion<br>to Turnover Assets and Dissolve Injunction over<br>Trust Assets; (2) Motion to 1. Expunge Lis<br>Pendens and 2. Preliminary Injunction and<br>Counter-motion for Distribution/ Termination of Trust;<br>Alternatively for Stay/ Set Bond and Set Evidentiary<br>Hearing | APP-ROA-1233-1254      |
| 4/19/18                            | Opposition to Motion for (1) fees, (2) compliance,<br>(3) for Order to Show Cause and (4) Extension<br>of Discovery, counter-motion to Distribute Trust<br>Property (2nd request)                                                                                                                                         | APP-ROA-1255-1292      |

| <i><b>DATE</b></i>                | <i><b>DOCUMENT</b></i>                                                                                                                                                                                                                                                                                                          | <i><b>NUMBERED</b></i> |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| <i><b>APPENDIX VOLUME 16:</b></i> |                                                                                                                                                                                                                                                                                                                                 |                        |
| 5/8/18                            | Response to Combined Opposition to (1) Motion to Turnover Assets and Dissolve Injunction Over Trust Assets; (2) Motion to 1. Expunge Lis Pendens and 2. Preliminary Injunction and Opposition to Countermotion or Distribution/Termination of Trust; Alternatively for Stay, Set Bond and Set Evidentiary Hearing               | APP-ROA-1293-1333      |
| 5/11/18                           | Supplement to response to Combined Opposition to (1) Motion to Turnover Assets and Dissolve Injunction Over Trust Assets; (2) Motion to 1. Expunge Lis Pendens and 2. Preliminary Injunction and Opposition to Countermotion for Distribution/Termination of Trust; Alternatively for Stay/Set Bond and Set Evidentiary Hearing | APP-ROA-1334-1337      |
| 5/16/18                           | Hearing Transcript                                                                                                                                                                                                                                                                                                              | APP-ROA-1338-1390      |
| <i><b>APPENDIX VOLUME 17:</b></i> |                                                                                                                                                                                                                                                                                                                                 |                        |
| 6/1/18                            | Notice of Entry of Order (Utkin suspension)                                                                                                                                                                                                                                                                                     | APP-ROA-1391-1401      |
| 10/8/18                           | Notice of Entry – Probate Commissioner R&R (Hearing re Utkin removal)                                                                                                                                                                                                                                                           | APP-ROA-1402-1408      |
| 11/13/18                          | Notice of Entry – Order Affirming Probate Commissioner R&R (Utkin removal)                                                                                                                                                                                                                                                      | APP-ROA-1409-1414      |





**OPPS**

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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.

CARY COLT PAYNE, CHTD.

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## 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:

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  
shall collect the income therefrom and dispose of the net income and principal as  
follows:

7 (a) During the lifetime of the Survivor, the Trustee, in the **Trustee's sole**  
8 **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.

9 (b) If, in the opinion of the Trustee, the income from all sources of which Trustee  
10 has knowledge shall not be sufficient for the health, education, support and  
11 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.

12  
13 The Christian Family Trust is a form of directed (discretionary) trust with a  
14 spendthrift provision. (see NRS 163.553 et.seq.) The Trust only provided that the  
15 Petitioners, as Co-Trustees of the trust, in their sole and absolute discretion may pay  
16 Nancy, who only held a right to income during her life, and pursuant to the co-trustee's  
17 absolute discretion. (Trust Para 4.3, page 7) This was confirmed by the court's Decision  
18 and Order, page 4, lines 2-6.

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

#### 25 MONTE REASON'S APPLICATION FOR REIMBURSEMENT

26 At the outset, the amount of \$37,095 in attorney's fees over a six month period of  
27 time, having filed one motion, edited by Nancy's attorney (according to billing records),  
28 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 The court had jurisdiction over the Trust. Monte Reason was not confirmed by the  
19 as the trustee of the trust. Because someone was nominated, it does not, with a pending  
20 court matter, make them the bona fide fiduciary. If so, anyone could simply claim they  
21 are a trustee.  
22

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 Frei*, 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 111.721<sup>1</sup>.

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

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

24 1. Except as otherwise provided in subsection 2, a creditor of a settlor may  
25 not seek to satisfy a claim against the settlor from the assets of a trust if the  
26 settlor's sole interest in the trust is the existence of a discretionary power granted to  
27 a person other than the settlor by the terms of the trust or by operation of law or to  
28 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  
3 390 P.3d 646 (Nev., 2017) (courtesy copy attached), the Nevada Supreme Court held:

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 49.115<sup>2</sup> 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.  
27  
28



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






1 Monte's "Application" should also be denied, as there is no backup documentation,  
2 attorney's billings, *Brunzell* factors, etc., and is only a request for attorney's fees in  
3 "sheep's clothing". The Application should be denied in its entirety.  
4

5 The concerns continue in this vein wherein lines have also been crossed twice, in  
6 seeking pre-approval of fees from two unconfirmed "trustees", who have a fiduciary duty  
7 to perform pursuant to trust terms, which does not provide for such payment.  
8

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

10 Dated: March 9, 2018.

11   
12 CARY COLT PAYNE, ESQ.  
13 Nevada Bar No.: 4357  
14 CARY COLT PAYNE, CHTD.  
15 700 South Eighth Street  
16 Las Vegas, Nevada 89101  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

## 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

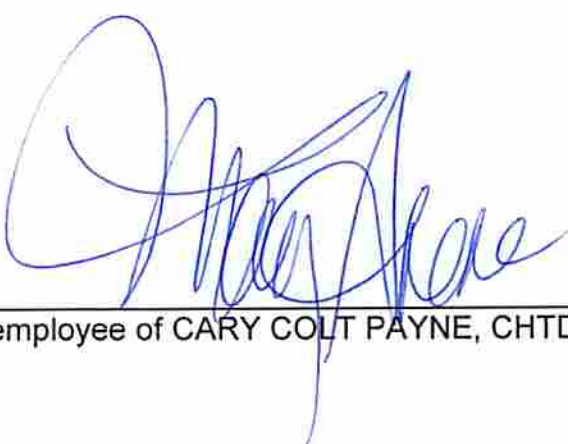
Christopher A. Christian  
560 W. 20th Street #12  
San Bernardino, CA 92405

☒ **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).

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Attorney for Nancy I. Christian (deceased)

  
An employee of CARY COLT PAYNE, CHTD.





**CARY COLT PAYNE, CHTD.**

Attorney at Law

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***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.<sup>1</sup>

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

---

<sup>1</sup>The 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.<sup>2</sup>

## 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

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<sup>2</sup>The 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);<sup>3</sup> *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

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<sup>3</sup>In 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,<sup>4</sup> 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.<sup>5</sup> Accordingly, we conclude that both the 2009 modification and the 2010 settlement were valid.<sup>6</sup>

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

<sup>5</sup>During 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).

<sup>6</sup>Restatement (Second) of Trusts § 338 (Am. Law Inst. 1959) does not address the material purposes of a trust. Accordingly, we decline to  
*continued on next page...*

*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).<sup>7</sup> 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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*...continued*

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).

<sup>7</sup>The 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).<sup>8</sup>

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

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<sup>8</sup>*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.<sup>9</sup>

*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.

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<sup>9</sup>The 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

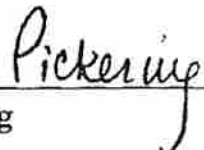
The district court correctly determined that the 2009 modification and 2010 settlement were valid. The district court also correctly determined that Stephen was estopped from arguing to the contrary and that Premier did not breach its duty. Accordingly, we affirm the judgment of the district court.

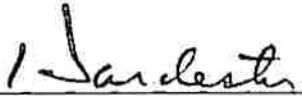
  
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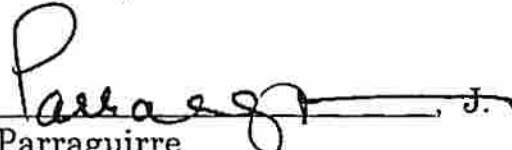
We concur:

  
Douglas J.

  
Gibbons J.

  
Pickering J.

  
Hardesty J.

  
Parraguirre J.



**CARY COLT PAYNE, CHTD.**

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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.<sup>1</sup> 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.

[177 P.3d 1062]

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.<sup>2</sup> 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 158<sup>3</sup> 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.<sup>4</sup> A fiduciary relationship

[177 P.3d 1063]

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.<sup>5</sup> 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.<sup>6</sup> 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"<sup>7</sup> 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.<sup>8</sup>

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."<sup>9</sup>

Only this heightened standard can overcome the presumption of undue influence<sup>10</sup> 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."<sup>11</sup> This higher standard ensures that the law will protect those who cannot protect themselves.<sup>12</sup>

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

[177 P.3d 1064]

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.<sup>13</sup> 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."<sup>14</sup>

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.<sup>15</sup> 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.<sup>16</sup> 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.<sup>17</sup>

### *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."<sup>18</sup>

[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."<sup>19</sup> 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."<sup>20</sup> 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.<sup>21</sup> 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.<sup>22</sup> 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.<sup>23</sup>

## 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.<sup>24</sup>

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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Attorney at Law

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**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](mailto: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.

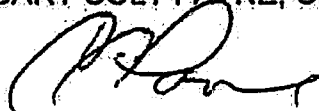
As to your refusals to allow David Grant, Esq. to give any testimony, you may want to review NRS 49.115(2) et seq.

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  
Email: [carycoltpaynechtd@yahoo.com](mailto:carycoltpaynechtd@yahoo.com) • Web: [carycoltpaynechtd.com](http://carycoltpaynechtd.com)



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**CARY COLT PAYNE, CHTD.**

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**EXHIBIT "B"**

# **Disputed billing items- Monte Reason and/or Eviction**

| <b>Bates</b> | <b>Date</b> | <b>Item</b>                                                                                                                                                                                                                                                                                                                                                                                     | <b>Amount</b> |
|--------------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 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**

| <b>Bates</b> | <b>Date</b> | <b>Item</b>                                                                                                                                                                                                                                                                                                                                    | <b>Amount</b> |
|--------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 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.**

| <b>Bates</b> | <b>Date</b> | <b>Item</b>                                                                                                                                                                                                         | <b>Amount</b> |
|--------------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 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**

| <b>Bates</b> | <b>Date</b> | <b>Item</b>                                                                                                                         | <b>Amount</b> |
|--------------|-------------|-------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 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**

| <b>Bates<br/>Amount</b> | <b>Date</b> | <b>Item</b>                                                                                                                                                                                                                                                                                                                   |                   |
|-------------------------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 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)<br><br>(letter re pre-approval for billing- response of Kirschner with agreement not to oppose billing sent 2/1/18) | \$1,330.00        |
| <b>TOTAL:</b>           |             |                                                                                                                                                                                                                                                                                                                               | <b>\$3,915.00</b> |



**CARY COLT PAYNE, CHTD.**

Attorney at Law

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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    |

Barney Inv--01

APP-ROA--794

**ANTHONY L. BARNEY, LTD**

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Las Vegas, Nevada 89102-1835

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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    |

Barney Inv--02

APP-ROA--795

**ANTHONY L. BARNEY, LTD**

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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             |
| <b>Total</b>                                                                                                                                                                                            |           |        | <b>\$1,470.00</b>  |
| <b>Payments/Credits</b>                                                                                                                                                                                 |           |        | <b>-\$1,470.00</b> |
| <b>Balance Due</b>                                                                                                                                                                                      |           |        | <b>\$0.00</b>      |

Barney Inv--03

APP-ROA--796

**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 #: 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]<br>[REDACTED]; Draft email to David Grant<br>re: possible representation of trustees; Review email<br>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    |

Barney Inv--04

APP-ROA--797



**ANTHONY L. BARNEY, LTD**

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

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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             |
| <b>Total</b>                                                                                                                                 |           |        | <b>\$1,055.00</b>  |
| <b>Payments/Credits</b>                                                                                                                      |           |        | <b>-\$1,055.00</b> |
| <b>Balance Due</b>                                                                                                                           |           |        | <b>\$0.00</b>      |

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**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]<br>[REDACTED]<br>[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            |
| <b>Total</b>                                                                                                                                                  |           |        | <b>\$890.00</b>  |
| <b>Payments/Credits</b>                                                                                                                                       |           |        | <b>-\$890.00</b> |
| <b>Balance Due</b>                                                                                                                                            |           |        | <b>\$0.00</b>    |

Barney Inv--07

APP-ROA--800

**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 #: 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]<br>[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              |
| <b>Total</b>                                                                                                                                                         |           |        | <b>\$1,140.00</b>  |
| <b>Payments/Credits</b>                                                                                                                                              |           |        | <b>-\$1,140.00</b> |
| <b>Balance Due</b>                                                                                                                                                   |           |        | <b>\$0.00</b>      |

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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            |
| <b>Total</b>                                                                                                                                                  |           |        | <b>\$315.00</b>  |
| <b>Payments/Credits</b>                                                                                                                                       |           |        | <b>-\$315.00</b> |
| <b>Balance Due</b>                                                                                                                                            |           |        | <b>\$0.00</b>    |

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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]<br>[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            |
| <b>Total</b>                                                                                                                                                                                  |           |        | <b>\$1,155.00</b> |
| <b>Payments/Credits</b>                                                                                                                                                                       |           |        | <b>-\$171.50</b>  |
| <b>Balance Due</b>                                                                                                                                                                            |           |        | <b>\$983.50</b>   |

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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 #: 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    |
| <b>Total</b>                                                                                                              |           |        |          |
| <b>Payments/Credits</b>                                                                                                   |           |        |          |
| <b>Balance Due</b>                                                                                                        |           |        |          |

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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             |
| <b>Total</b>                                                                                                                                       |           |        | <b>\$3,489.40</b> |
| <b>Payments/Credits</b>                                                                                                                            |           |        | <b>\$0.00</b>     |
| <b>Balance Due</b>                                                                                                                                 |           |        | <b>\$3,489.40</b> |

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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 |

**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 #: 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:

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

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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   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|----------|
| 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   |
| <b>Total</b>                                                                                                                                                                                                                |           |        |          |
| <b>Payments/Credits</b>                                                                                                                                                                                                     |           |        |          |
| <b>Balance Due</b>                                                                                                                                                                                                          |           |        |          |

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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:

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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**



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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             |
| <b>Total</b>                                                                                             |           |        | <b>\$6,045.00</b> |
| <b>Payments/Credits</b>                                                                                  |           |        | <b>\$0.00</b>     |
| <b>Balance Due</b>                                                                                       |           |        | <b>\$6,045.00</b> |

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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<br>Five-Day Notice of Unlawful Detainer (ADM)                                                               |           | 100.00 | 100.00 |
| 10/16/17 Draft joint petition with various claims against<br>former trustees (TSB)                                                                         | 2.3       | 350.00 | 805.00 |
| 10/16/17 Revise declarations; Draft letter to C. Payne<br>(ZDH)                                                                                            | 2.8       | 250.00 | 700.00 |
| 10/17/17 Case discussion re: eviction; Review affidavit<br>of service of five day notice; Draft complaint for unlawful<br>detainer; Prepare exhibits (TSB) | 2.5       | 350.00 | 875.00 |
| 10/17/17 Telephone conversation with J. Powell; Draft<br>email to J. Powell (ZDH)                                                                          | 0.8       | 250.00 | 200.00 |
| 10/18/17 Review J. Powell's joinder; Meeting with client<br>re: [REDACTED]; Revise complaint for unlawful detainer<br>(TSB)                                | 2.6       | 350.00 | 910.00 |
| 10/18/17 Telephone conversation with S. Liufau, Revise<br>letter to C. Payne. (ZDH)                                                                        | 1.2       | 250.00 | 300.00 |
| 10/19/17 Prepare for and attend hearing; Conversation<br>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             |
| <b>Total</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |           |        | <b>\$6,822.50</b> |
| <b>Payments/Credits</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |        | <b>\$0.00</b>     |
| <b>Balance Due</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |           |        | <b>\$6,822.50</b> |

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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 #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   |
|------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|----------|
| 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:

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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   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|----------|
| 11/08/17 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]<br>[REDACTED] Draft letter to<br>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   |
| <b>Total</b>                                                                                                                            |           |        |          |
| <b>Payments/Credits</b>                                                                                                                 |           |        |          |
| <b>Balance Due</b>                                                                                                                      |           |        |          |

**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 #: 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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Las Vegas, Nevada 89102-1835

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Facsimile: (702) 259-1116

www.anthonbarney.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

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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              |
| <b>Total</b>                                                                                                                                           |           |        | <b>\$5,970.50</b> |
| <b>Payments/Credits</b>                                                                                                                                |           |        | <b>\$0.00</b>     |
| <b>Balance Due</b>                                                                                                                                     |           |        | <b>\$5,970.50</b> |

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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**

**ANTHONY L. BARNEY, LTD**

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Las Vegas, Nevada 89102-1835

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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 |

**ANTHONY L. BARNEY, LTD**

Attorneys and Counselors at Law

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Las Vegas, Nevada 89102-1835

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Facsimile: (702) 259-1116

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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           |
| <b>Total</b>                                                                                                    |           |        | <b>\$430.00</b> |
| <b>Payments/Credits</b>                                                                                         |           |        | <b>\$0.00</b>   |
| <b>Balance Due</b>                                                                                              |           |        | <b>\$430.00</b> |

Barney Inv--33

APP-ROA--826

**ANTHONY L. BARNEY, LTD**

Attorneys and Counselors at Law

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Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

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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

Barney Inv--34

APP-ROA--827

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

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Locksmith Fees \$ 108.33

Discovery Document Fees:

MED-R \$ 56.10

Chase Bank \$ 410.70

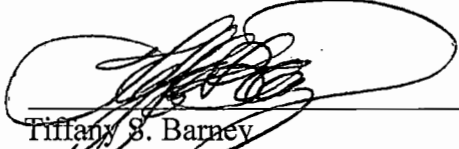
Voya \$ 25.00

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 8<sup>th</sup> 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

***EXHIBIT PAGE INTENTIONALLY LEFT BLANK***

**EXHIBIT “D”**



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

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

Daniel P. Klefer, 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](mailto: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

---

1707 Village Center Circle, Suite 150, Las Vegas, NV 89134  
Telephone: 702.255.4552 | Fax: 702.255.4677  
<http://rkllegal.com> and <http://rkllegal.info>

APP-ROA--831



**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***

**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](mailto:jerimy@jkirschnerlaw.com)]  
**Sent:** Friday, January 26, 2018 12:15 PM  
**To:** Secretary  
**Cc:** [anthony@anthonybarney.com](mailto: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](mailto: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 Holvsek, J.D.**  
Attorney at Law  
Licensed in Nevada

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

3317 W. Charleston Boulevard, Suite B  
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Fax: 702-259-1116

**Nava Liche**  
Administrative Assistant

**Website Address**  
[www.anthonybarney.com](http://www.anthonybarney.com)

**E-mail Address**  
[office@anthonybarney.com](mailto: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.

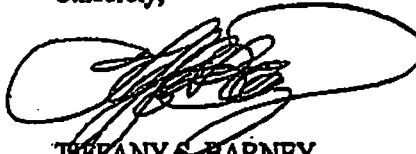
Furthermore, please be on notice that we are alerting you of our lien rights in the Probate Case and Justice Court Case and requesting payment also pursuant to our attorney's liens. Please note that we have an extensive file and discovery that we have performed in this matter. With payment of our liens,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

***EXHIBIT PAGE INTENTIONALLY LEFT BLANK***

**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](mailto:carycoltpaynechtd@yahoo.com)

Web: [carycoltpaynechtd.com](http://carycoltpaynechtd.com)

[lasvegasarmstrust.com](http://lasvegasarmstrust.com)

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--

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  
Phone: (206) 623-4444  
Fax (206) 538-2008

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