

1 **NOTC**

2 CARY COLT PAYNE, ESQ.  
3 Nevada Bar No. 4357  
4 CARY COLT PAYNE, CHTD.  
5 700 South Eighth Street  
6 Las Vegas, Nevada 89101  
7 (702) 383-9010  
8 carycoltpaynechtd@yahoo.com  
9 Attorney for Petitioners  
10 Susan Christian-Payne,  
11 Rosemary Keach and  
12 Raymond Christian


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

15 In the Matter of ) Case No.: P-17-092512-T  
16 ) Dept. No.: PC-1  
17 THE CHRISTIAN FAMILY )  
18 TRUST u.a.d. 10/11/16 )  
19 ~~~~~ )

20 **NOTICE OF BLOCKED FUNDS, ETC.**

21 COMES NOW, Petitioners, SUSAN CHRISTIAN-PAYNE, ROSEMARY KEACH and  
22 RAYMOND CHRISTIAN, independent co-trustees and beneficiaries of The Christian Family  
23 Trust u.a.d. 10/11/16, by and through their attorney, Cary Colt Payne, Esq., of the lawfirm  
24 of CARY COLT PAYNE, CHTD., hereby gives notice, that in compliance with the Courts  
25 Decision filed 10/31/17, that the subject funds of the within Trust have been deposited in  
26 the undersigned's client trust account (US Bank #3647). The other account (Chase  
27 #6040) is utilized in receiving the rent payments from the California property and has  
28 been paying that mortgage, HOA, taxes, etc.

Dated: November 13, 2017.



CARY C. PAYNE, ESQ.  
Nevada Bar No. 4357  
CARY COLT PAYNE, CHTD.  
700 S. Eighth Street  
Las Vegas, Nevada 89101  
Attorney for Petitioners

CARY COLT PAYNE, CHTD.

700 South Eighth Street  
Las Vegas, Nevada 89101  
Tel: 702.383.9010 • Fax 702.383.9049



## CERTIFICATE OF SERVICE


The undersigned hereby certifies that on November 13, 2017, 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;

X **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).

Joseph Powell, Esq.  
RUSHFORTH, LEE & KIEFER, LLP  
1701 Village Center Circle, Suite 150  
Las Vegas, NV 89134  
email: joey@rushforth.com  
Attorney for Monte Reason

Tiffany S. Barney, Esq.  
ANTHONY L. BARNEY LTD.  
3317 W. Charleston Blvd., Suite B  
Las Vegas, NV 89102  
email: tiffany@anthonybarney.com  
Attorney for Nancy I. Christian

  
An employee of CARY COLT PAYNE, CHTD.





**CARY COLT PAYNE, CHTD.**

Attorney at Law

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

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**EXHIBIT "A"**



P.O. Box 1800  
Saint Paul, Minnesota 55101-0800

3770 TRN S Y ST01

## Business Statement

Account Number:

3647

Statement Period:

Oct 2, 2017

through

Oct 31, 2017

Page 1 of 2



000145986 01 SP 0.460 106481280653352 P Y

CARY COLT PAYNE CHTD

A PROFESSIONAL CORPORATION

LAWYERS TRUST ACCOUNT (IOLTA)

700 S 8TH ST

LAS VEGAS NV 89101-7007



To Contact U.S. Bank

24-Hour Business

Solutions:

1-800-673-3555

U.S. Bank accepts Relay Calls

Internet:

usbank.com

### INFORMATION YOU SHOULD KNOW

Effective November 13, 2017, the "Your Deposit Account Agreement" booklet includes a number of updates and may affect your rights. As of Nov. 13, 2017 you may pick up copies at your local branch or view copies at [usbank.com](http://usbank.com), or call 1-800-USBANKS (1-800-872-2657) for a copy. Please see the Additional Information Section of this statement for the main updates that were made to "Your Deposit Account Agreement" booklet.

LAWYERS TRUST

Member FDIC



CARY COLT PAYNE, CHTD.

11/14/2017 10:35 AM

Register: CLIENT TRUST ACCOUNT:Christian Family Trust

From 01/01/2017 through 11/14/2017

Sorted by: Date, Type, Number/Ref

<u>Date</u>	<u>Number</u>	<u>Payee</u>	<u>Account</u>	<u>Memo</u>	<u>Payment</u>	<u>C</u>	<u>Deposit</u>	<u>Balance</u>
06/30/2017	185830	Christian Family Trust	CLIENT TRUST ACC...	Deposit			106,719.79	106,719.79
06/30/2017	185831	Christian Family Trust	CLIENT TRUST ACC...	Deposit			54,206.61	160,926.40
06/30/2017	9569903...	Susan G. Christian-P...	CLIENT TRUST ACC...	Deposit			267,902.53	428,828.93



**CARY COLT PAYNE, CHTD.**

Attorney at Law

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

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**EXHIBIT “B”**

01-Sep-17

01Sep17-1440

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION  
 GROUP ID G01Sep17-1440  
 Sequence number Posting date Amount



CHASE PRIVATE CLIENT

June 01, 2017 through June 30, 2017  
 Primary Account: 000000446556040

CHRISTIAN FAMILY TRUST

Account Number: 000000446556040

SUSAN G. CHRISTIAN-PAYNE TRUSTEE

OR RAYMOND TYRONE CHRISTIAN TRUSTEE

**CHECKING SUMMARY**

	AMOUNT
Beginning Balance	\$5,080.52
Deposits and Additions	800.04
Checks Paid	-1,281.25
Ending Balance	\$4,599.31
Annual Percentage Yield Earned This Period	0.01%
Interest Paid This Period	\$0.04
Interest Paid Year-to-Date	\$0.26

**CHECKS PAID**

CHECK NUMBER	DATE PAID	AMOUNT
2123 ^	06/14	\$1,281.25
<b>Total Checks Paid</b>		<b>\$1,281.25</b>

If you see a check description in the Transaction Detail section, it means your check has already been converted for electronic payment. Because of this, we're not able to return the check to you or show you an image on Chase.com.  
 ^ An image of this check may be available for you to view on Chase.com.

**TRANSACTION DETAIL**

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$5,080.52
06/14	Check # 2123	-1,281.25	3,799.27
06/16	Remote Online Depos	800.00	4,599.27
06/30	Interest Payment	0.04	4,599.31
	Ending Balance		\$4,599.31

# REGISTER OF ACTIONS

CASE NO. 17C023096

Nancy Christian, Monte Reason, Christian Family Trust, Plaintiff(s) vs.  
Raymond Christian, Jr., Defendant(s)

\$  
\$  
\$  
\$  
\$

Case Type: Civil - Unlawful Detainer  
Date Filed: 10/20/2017  
Location: JC Department 6

## PARTY INFORMATION

<b>Defendant</b>	<b>Christian, Raymond, Jr.</b>	<b>Lead Attorneys</b> <b>Shirley A. Derke, ESQ</b> <i>Retained</i> 702-386-6800(W)
<b>Plaintiff</b>	<b>Christian Family Trust</b>	<b>Anthony L. Barney</b> <i>Retained</i> 702-438-7878(W)
<b>Plaintiff</b>	<b>Christian, Nancy</b>	<b>Tiffany S. Barney</b> <i>Retained</i> 702-438-7878(W)
<b>Plaintiff</b>	<b>Reason, Monte</b>	<b>Joseph J. Powell</b> <i>Retained</i> 7022554552(W)

## EVENTS & ORDERS OF THE COURT

**OTHER EVENTS AND HEARINGS**

10/20/2017 Start Time Tracking: JCRCP 41(e) - 2 years  
 10/20/2017 Start Time Tracking: JCRCP 41(e) - 5 years  
 10/20/2017 Start Time Tracking: JCRCP 41(l)  
 10/20/2017 Unlawful Detainer - \$2,500 or less  
     Complaint for Unlawful Detainer  
 10/25/2017 Civil Summons Issued (Efilng)  
 10/25/2017 Application and Affidavit for Order to Show Cause  
     Ex Parte Application for an Order to Show Cause Why Temporary Writ of Restitution Should Not Issue  
 10/31/2017 Order to Show Cause  
     Order to Show Cause Why a Temporary Writ of Restitution Should Not Be Issued  
 11/27/2017 Answer  
     Answer to Complaint for Unlawful Detainer and Objection to Temporary Writ of Restitution  
 11/29/2017 Reply  
     Reply to Defendant's Objection to Temporary Writ of Restitution  
 12/05/2017 Civil Order to Show Cause (Eviction or Property) (1:30 PM) (Judicial Officer Kern, Rebecca)  
     Order to Show Cause Why a Temporary Writ of Restitution Should Not Be Issued  
     Result: Matter Heard  
 12/20/2017 Temporary Writ of Restitution Issued  
 12/20/2017 Order Granting Temporary Writ of Restitution

## FINANCIAL INFORMATION

<b>Defendant Christian, Raymond, Jr.</b>			
	Total Financial Assessment		71.00
	Total Payments and Credits		71.00
	<b>Balance Due as of 03/19/2019</b>		<b>0.00</b>
11/27/2017	Transaction Assessment		71.00
11/27/2017	File and Serve Payments    Receipt # CIV-2017-125539	Christian, Raymond	(71.00)
 <b>Plaintiff Christian, Nancy</b>			
	Total Financial Assessment		146.00
	Total Payments and Credits		146.00
	<b>Balance Due as of 03/19/2019</b>		<b>0.00</b>
10/25/2017	Transaction Assessment		71.00
10/25/2017	File and Serve Payments    Receipt # CIV-2017-114469	Christian, Nancy	(71.00)
12/20/2017	Transaction Assessment		75.00
12/20/2017	Payment (Window)    Receipt # CIV-2017-134993	Christian, Nancy	(75.00)



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


DISTRICT COURT  
CLARK COUNTY, NEVADA

In the Matter of	)	Case No.:	P-17-092512-T
	)	Dept. No.:	PC-1
THE CHRISTIAN FAMILY	)		
TRUST u.a.d. 10/11/16	)		
~~~~~	)		

NOTICE OF SUGGESTION OF DEATH

COMES NOW, undersigned counsel, and hereby gives notice of the death of  
Nancy Christian on December 14, 2017, pursuant to NRCP 25.

Dated: January 4, 2018.



CARY COLT PAYNE, ESQ.  
Nevada Bar No.: 4357  
CARY COLT PAYNE, CHTD.  
700 South Eighth Street  
Las Vegas, Nevada 89101  
(702) 383-9010

CARY COLT PAYNE, CHTD.  
700 South Eighth Street  
Las Vegas, Nevada 89101  
Tel: 702. 383.9010 • Fax 702. 383.9049





## CERTIFICATE OF SERVICE

The undersigned hereby certifies that on January 4, 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

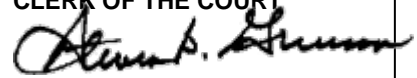
☒ **BY E-MAIL AND/OR ELECTRONIC MEANS:** Pursuant to Eighth Judicial District Court Administrative Order 14-2, Effective June 1, 2014, as identified in Rule 9 of the N.E.F.C.R. as having consented to electronic service, I served via e-mail or other electronic means (Wiznet) to the e-mail address(es)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

Joseph Powell, Esq.  
RUSHFORTH, LEE & KIEFER, LLP  
1701 Village Center Circle, Suite 150  
Las Vegas, NV 89134  
email: joey@rushforth.com  
Attorney for Monte Reason

Tiffany S. Barney, Esq.  
ANTHONY L. BARNEY LTD.  
3317 W. Charleston Blvd., Suite B  
Las Vegas, NV 89102  
email: tiffany@anthonybarney.com  
Attorney for Nancy I. Christian

  
An employee of CARY COLT PAYNE, CHTD.





JERIMY L. KIRSCHNER, ESQ.  
Nevada Bar No. 12012  
JERIMY KIRSCHNER & ASSOCIATES, PLLC  
5550 Painted Mirage Rd., Suite 320  
Las Vegas, NV 89149  
Telephone: (702) 563-4444  
Fax: (702) 563-4445  
[jerimy@jkirschnerlaw.com](mailto:jerimy@jkirschnerlaw.com)

*Attorney for Jacqueline Utkin,  
Successor Trustee to the Christen Family Trust  
Dated October 11, 2016*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

In the Matter of the

THE CHRISTIAN FAMILY TRUST

Dated October 11, 2016

Case Number: P-17-092512-T

Dept.: (PC-1) 26

**NOTICE OF SUBSTITUTION OF REAL PARTY IN INTEREST**

COMES NOW, Jacqueline Utkin, Successor Trustee to the Christen Family Trust Dated October 11, 2016 ("Trustee"), by and through her attorneys of record, Jeremy Kirschner & Associates, PLLC., and hereby submits this NOTICE OF SUBSTITUTION OF REAL PARTY IN INTEREST pursuant to Nevada Rule of Civil Procedure 17(a).

1. On October 11, 2016, NANCY CHRISTIAN, also known as NANCY I. CHRISTIAN, established, along with her late husband, RAYMOND T. CHRISTIAN, also known as RAYMOND T. CHRISTIAN, SR., a revocable Trust entitled the "CHRISTIAN FAMILY TRUST" (the "Trust")

2. On June 12, 2017 NANCY CHRISTIAN executed a “Modification and Designation of Trustee and Successor Trustee” (“ Modification” ) which expressly removed the then serving co-trustees ROSEMARY K. CHRISTIAN-KEACH, RAYMOND T. CHRISTIAN, JR., and SUSANG. CHRISTIAN-PAYNE and in their place, NANCY CHRISTIAN designated MONTE BRIAN REASON to serve as trustee of the Trust.

3. MONTE BRIAN REASON has sought to resign as the Trustee of the Trust.

4. Pursuant to the Modification’s order of succession, MONTE BRIAN REASON sought to designate Wells Fargo Bank as the successor.

5. On December 22, 2017, Wells Fargo Bank declined the appointment, and has executed a Declination to Act as Successor Trustee. **Exhibit 1.**

6. Thereafter, and pursuant to Section 9.3 and Section 8.1 of the Trust, MONTE BRIAN REASON has nominated JACQUELINE UTKIN to serve as the successor trustee, and has done through his Resignation Of Trustee And Nomination Of Successor Trust. **Exhibit 2**

7. JACQUELINE UTKIN has agreed to accept the appointment as successor trustee, and has executed a Certificate of Incumbency to reflect the acceptance. **Exhibit 3.**

8. Pursuant to Nevada Rule of Civil Procedure 17(a), she is now the real party in interest as the Trustee for the Trust, and hereby substitutes into this matter, taking the place of the former Trustee MONTE BRIAN REASON.

///

///

///

1           9.       In doing so, JACQUELINE UTKIN, also substitutes Trust counsel for her attorney,  
2 the undersigned.

3  
4 DATED this 15<sup>th</sup> day of January, 2018.

5  
6 JERIMY KIRSCHNER & ASSOCIATES, PLLC

7  
8 /s/ Jerimiy L. Kirschner, Esq.  
JERIMY L. KIRSCHNER, ESQ.

9 Nevada Bar No. 12012  
10 5550 Painted Mirage Rd., Suite 320  
Las Vegas, NV 89149  
Telephone: (702) 563-4444  
11 *Attorney for Jacqueline Utkin,*  
*Successor Trustee to the Christen Family Trust*  
12 *Dated October 11, 2016*

**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of Jerimy Kirschner & Associates, PLLC, and on January 15, 2018, I caused a copy of the foregoing NOTICE OF SUBSTITUTION OF REAL PARTY IN INTEREST to be served through the electronic court filing system or via first class, US mail, postage prepaid upon the following persons/entities:

Cary Colt Payne, Esq.  
Cary Colt Payne, Chtd.  
700 S. 8th St.  
Las Vegas, NV 89101

*Attorney for Susan Christian-Payne,  
Rosemary Keach and Raymond Christian, Jr.*

Joey Powell, Esq.  
Rushforth, Lee & Kiefer LLP  
1707 Village Center Circle, Suite 150  
Las Vegas, NV 89134  
*Attorney for Monte Reason*

/Jeremy L. Kirschner, Esq.  
An Employee of JERIMY KIRSCHNER & ASSOCIATES, PLLC

# EXHIBIT 1

## DECLINATION TO ACT AS SUCCESSOR TRUSTEE


The Christian Family Trust, established on October 11, 2016 (the "Trust"), was modified and amended by the surviving Trustor, Nancy Christian, on June 12, 2017 in accordance with section 9.3 of the Trust. On that date, Nancy Christian executed the "Modification and Designation of Trustee and Successor Trustee" ("Modification") in which she removed and replaced the then serving trustees, and all designated successor trustees, with Monte Brian Reason. In so doing, she also named Wells Fargo Bank to serve as a successor trustee in the event that Monte Brian Reason, at any time, is no longer willing or able to continue to act as the trustee.


Specifically, the Modification provides, in relevant part, as follows:

*6. In the event that MONTE BRIAN REASON is unable or unwilling to serve as the designated Trustee, then WELLS FARGO BANK, as designated Successor Trustee shall be empowered to act pursuant to the Trust provisions and, if appropriate, filing with the Recorder of each county in which Trust real property is located a Certificate of Incumbency or similar instrument thereto. The Certificate of Incumbency shall contain a statement setting forth the circumstances and Trust provisions that entitle the Trustee to act and a declaration that the successor trustee agrees to be bound by the terms of the Trust and agrees to perform the duties of the trustee as required therein and bylaw.*

Wells Fargo Bank hereby respectfully declines to serve as the successor trustee of the Trust.

WELLS FARGO BANK, N.A.

  
By: Linda Fionda,  
Vice President, Risk Manager

  
Date



# EXHIBIT 2

## **RESIGNATION OF TRUSTEE AND NOMINATION OF SUCCESSOR TRUST**

The undersigned, MONTE BRIAN REASON, hereby declares that:


1. Raymond T. Christian and Nancy I. Christian established the "Christian Family Trust" on October 11, 2016 (the "Trust").
2. On June 12, 2017, as the surviving Trustor, Nancy I. Christian ("Nancy") executed a "Modification and Designation of Trustee and Successor Trustee" ("Modification").
3. Under the Modification, Nancy exercised her right under section 9.3 of the Trust to remove the then current serving co-trustees of the Trust and designated me, Monte Brian Reason, to serve as the Trustee of the Trust. Under the Modification, Nancy also designated Wells Fargo Bank to serve as the successor trustee of the Trust I ever chose not to serve as the Trustee.
4. I confirmed my acceptance of Nancy's nomination and designation on June 21, 2017 by executing a "Certificate of Incumbency".
5. I have served as the Trustee of the Trust since such date.
6. I have come to the decision that I no longer wish to serve as the Trustee of the Trust provided that the person I have named as my successor should choose to replace me in such capacity.
7. Section 8.1 of the Trust provides, in pertinent part, as follows:

*8.1 Successor Trustee. In the event of the death or incapacity of any current Trustee, the remaining Trustees shall act as Co-Trustees or sole Trustee, as the case may be. In determining the incapacity of any Trustee serving hereunder, the guidelines set forth in Section 3.1 may be followed. If no Successor Trustee is designated to act in the event of the death, incapacity or resignation of the Trustee then acting, or no Successor Trustee accepts the office, the Trustee then acting may appoint a Successor Trustee.*
8. Section 8.5 of the Trust provides as follows:

*8.5 Resignation of Trustee. Any Trustee at any time serving hereunder may resign as Trustee by delivering to Trustors, during their lifetimes and thereafter to any Trustee hereunder, or to any beneficiary hereunder if for any reason there shall be no Trustee then serving hereunder, an instrument in writing signed by the resigning Trustee.*
9. Through my counsel, I have asked Wells Fargo Bank, N.A. if they would choose to serve in my place should I decide to step down and resign from serving as the Trustee of the Trust. In reply, Wells Fargo Bank, N.A. has indicated that they have no desire to serve as a trustee of the Trust, as evidenced by their "Declination to Act as Successor Trustee", dated December 22, 2017, which is attached hereto.
10. Due to the decision of Wells Fargo Bank, N.A. to decline to serve as trustee of the Trust, pursuant to the terms of the Trust, specifically section 8.1, I have the power to designate a substitute trustee, and as such I hereby designate Jacqueline Utkin to serve as the trustee of the Trust, my replacement.

11. Therefore, in accordance with section 8.5 of the Trust, I hereby announce my resignation as Trustee of the Trust, which shall be effective upon the acceptance by Jacqueline Utkin after she has executed a certificate of incumbency in which she agrees to accept the trusteeship for the Trust.

DATED January 4, 2018

  
\_\_\_\_\_  
MONTE BRIAN REASON

# EXHIBIT 3

RECORDING REQUESTED BY and  
when recorded, mail to:  
Jerimy Kirschner & Associates, PLLC  
5550 Painted Mirage Rd. Suite 320  
Las Vegas, NV 89149

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## **CERTIFICATE OF INCUMBENCY**

### ***AFFIDAVIT OF INCUMBENT TRUSTEE OF THE CHRISTIAN FAMILY TRUST***

JACQUELINE UTKIN, under penalties of perjury, does hereby certify and says that:

1. On October 11, 2016, **NANCY CHRISTIAN**, also known as **NANCY I. CHRISTIAN**, established, along with her late husband, **RAYMOND T. CHRISTIAN**, also known as **RAYMOND T. CHRISTIAN, SR.**, a revocable Trust entitled the "CHRISTIAN FAMILY TRUST" (the "Trust").
2. Under the terms of said Trust, **ROSEMARY K. CHRISTIAN-KEACH**, **RAYMOND T. CHRISTIAN, JR.**, and **SUSAN G. CHRISTIAN-PAYNE**, were designated as co-Trustees. However, the surviving Trustor, **NANCY CHRISTIAN** retains the power to remove any or all trustees and appoint a replacement trustee, which she has done.
3. Section 9.3 of the Trust, titled "Power to Change Trustee" provides for the following:

*During the joint lifetime of the Trustors, Trustors may change the Trustee or Successor Trustee of this Trust by an instrument in writing, signed by both Trustors, and delivered to the Trustee. In the event that either Trustor should become incapacitated, the other Trustor shall retain the power to change the Trustee or Successor Trustee of this Trust by an instrument in writing, signed by such Trustor and delivered to the Trustee. After the death of the first Trustor to die, the surviving Trustor shall have the power to change the Trustee or Successor Trustee of the Trust by an instrument in writing signed by the surviving Trustor and delivered to the Trustee.*



4. In accordance with the right afforded to her under Section 9.3 of the Trust, **NANCY CHRISTIAN** executed a "Modification and Designation of Trustee and Successor Trustee" on June 12, 2017 in which she expressly removed the then serving co-trustees **ROSEMARY K. CHRISTIAN-KEACH, RAYMOND T. CHRISTIAN, JR.,** and **SUSANG. CHRISTIAN-PAYNE.** In their place, **NANCY CHRISTIAN** designated **MONTE BRIAN REASON** to serve as trustee of the Trust
5. **MONTE BRIAN REASON** has sought to resign as the Trustee of the Trust.
6. Pursuant to the "Modification and Designation of Trustee and Successor Trustee" ("Modification" ) executed June 12, 2017 by the then surviving Trustor, Nancy Christen, **MONTE BRIAN REASON** sought to designate Wells Fargo Bank as the successor trustee based on the Modification specifically stating, in relevant part,:

*6. In the event that MONTE BRIAN REASON is unable or unwilling to serve as the designated Trustee, then WELLS FARGO BANK, as designated Successor Trustee shall be empowered to act pursuant to the Trust provisions and, if appropriate, filing with the Recorder of each county in which Trust real property is located a Certificate of Incumbency or similar instrument thereto. The Certificate of Incumbency shall contain a statement setting forth the circumstances and Trust provisions that entitle the Trustee to act and a declaration that the successor trustee agrees to be bound by the terms of the Trust and agrees to perform the duties of the trustee as required therein and bylaw.*
7. Wells Fargo Bank declined the appointment, and has executed a Declination to Act as Successor Trustee which is attached to this Certificate of Incumbency.
8. Thereafter, and pursuant to Section 9.3 and Section 8.1 of the Trust, **MONTE BRIAN REASON** has nominated **JACQUELINE UTKIN** to serve as the successor trustee, and has done through his Resignation Of Trustee And Nomination Of Successor Trust, which is attached to this Certificate of incumbency.
9. **JACQUELINE UTKIN** has agreed to accept the appointment as successor trustee.
10. Therefore, pursuant to the terms of the Trust, **JACQUELINE UTKIN** is the designated Trustee. By signing this certificate, **JACQUELINE UTKIN** agrees to serve as Trustee, accept the duties and responsibilities thereof, and agrees to be bound by the terms of the Trust.
11. The Trustee has, among other powers, the power to sell, exchange, lease, and otherwise engage in transactions involving Trust assets as the Trustees deem appropriate. The Trustee has the power to make all types of investments without limitation.



12. For purposes of the federal Health Insurance Portability and Accountability Act of 1996 and related regulations (42 USC § 1320d and 45 CFR §§ 160-164) ("HIPAA"), the undersigned does hereby designate appoint each co-trustee (if any) and each successor Trustee designated in accordance with the terms hereof (even prior to serving in that office) as his or her "personal representative", with full authority to receive private, privileged, protected, or personal health information related to the Trustee or co-trustee's health and/or incapacity and to divulge such information as necessary to accomplish the purposes of the Trust. The undersigned acknowledges that any Trustee or co-Trustee who fails to authorize the release of private, privileged, protected, or personal health information related to the Trustee or co-trustee's health and/or incapacity upon the request of a co-trustee or of a successor Trustee or co-trustee) or who fails to divulge such information as necessary to accomplish the purposes of the Trust shall cease to be the Trustee or a co-trustee.

13. The trust instrument provides that no person dealing with the Trust is obligated to inquire as to the powers of the Trustees or to inquire as to how the Trustees apply any funds delivered to the Trustees.

DATED

Jan. 12, 2018

Jacqueline Utkin  
JACQUELINE UTKIN

STATE OF

}

ss.

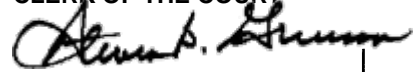
COUNTY OF

}

This instrument was acknowledged before me on \_\_\_\_\_, by JACQUELINE UTKIN.

\_\_\_\_\_  
NOTARY PUBLIC





**NSP**

JOSEPH J. POWELL  
State Bar No. 8875  
RUSHFORTH LEE & KIEFER LLP  
1707 Village Center Circle, Suite 150  
Las Vegas, NV 89134-0597  
Telephone: (702) 255-4552  
Fax: (702) 255-4677  
Email: probate@rlklegal.com  
Attorneys for Monte B. Reason

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

In the Matter of

THE CHRISTIAN FAMILY  
TRUST u.a.d. 10/11/16

Case No. P- 17-092512-T  
Department PC1  
(Probate) Clark District  
Family Domestic

**SUBSTITUTION OF REAL PARTY IN INTEREST PURSUANT TO NRCP 17**

Monte B. Reason, in his capacity as trustee of the "Nancy Christian Trust", which was established by Nancy Christian on July 21, 2017 (the "Trust"), ("Monte"), by and through his counsel of record, Joseph J. Powell, Esq. of Rushforth Lee & Kiefer LLP, hereby informs the Court that he will be representing the interests of Nancy Christian, a party in interest who is now deceased, as it pertains to the above captioned trust matter in all respects.

NRCP 17(a) provides for the following:

*Real Party in Interest. Every action shall be prosecuted in the name of the real party in interest. An executor, administrator, guardian, bailee, trustee of an express trust, a party with whom or in whose name a contract has been made for the benefit of another, or a party authorized by statute may sue in that person's own name without joining the party for whose benefit the action is brought; and when a statute so provides, an action for the use or benefit of another shall be brought in the name of the State. No action shall be dismissed on the ground that it is not prosecuted in the name of the real party in interest until a reasonable time has been allowed after objection for ratification of commencement of the action by, or joinder or substitution of, the real party in interest; and such ratification, joinder, or substitution shall have the same effect as if the action had been commenced in the name of the real party in interest.*

As this Court is aware, Nancy Christian maintained various actions in relation to her interests and rights in the Christian Family Trust, a trust she co-settled with her late husband. As this Court knows, Nancy Christian was the sole beneficiary of the Christian Family Trust after the

1 passing of her late husband, Raymond Christian, Sr. Nancy Christian passed away on December  
2 14, 2017. However, her pending claims as they related to the Christian Family Trust do not suddenly  
3 vanish, but rather they now belong to her Trust, and, in turn, can be prosecuted and enforced  
4 through her trustee, Monte B. Reason, who is also the sole beneficiary of the Trust.

5 Prior to her passing, Nancy Christian was represented by the law firm of Anthony Barney,  
6 Ltd. Due to Nancy's passing, as stated, her claims now belong to her Trust, which specifically  
7 authorizes her trustee to maintain all actions on her behalf. Specifically, subsection 4.9 of the Trust,  
8 entitled "Trustee's Powers", provides, in pertinent part, for the following:

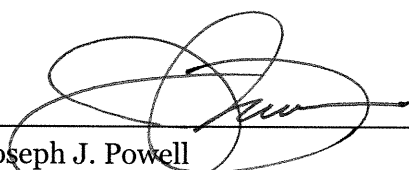
9 *In addition, the Trustee shall have all of the powers granted by law and those set*  
10 *forth in Sections 163.265 through 163.410 of the Nevada Revised Statutes, which are*  
*incorporated herein by this reference.*

11 One of those incorporated powers is NRS 163.375, which is titled "Litigation, compromise or  
12 abandonment of claim", and provides for the following:

13 *A fiduciary may compromise, adjust, arbitrate, sue on or defend, abandon or otherwise*  
14 *deal with and settle claims in favor of or against the estate or trust as the fiduciary deems*  
15 *advisable, and the fiduciary's decision shall be conclusive between the fiduciary and the*  
16 *beneficiaries of the estate or trust and the person against or for whom the claim is*  
*asserted, in the absence of fraud by such person, and, in the absence of fraud, bad faith or*  
*gross negligence of the fiduciary, shall be conclusive between the fiduciary and the*  
*beneficiaries of the estate or trust.*

17 Based on the foregoing, Monte hereby confirms that, in accordance with NRCP 17, through  
18 his undersigned counsel, on behalf of the Trust, he is continuing the enforcement of the rights  
19 belonging to Nancy Christian in this matter, as the real party in interest.

20 Respectfully submitted by:

21  
22   
23 \_\_\_\_\_  
24 Joseph J. Powell  
25 State Bar. No. 8875  
1707 Village Center Circle, Suite 150  
Las Vegas, NV 89134-0597

26 Attorneys for Monte B. Reason, as trustee  
27 of the Nancy Christian Trust  
28

1/16/18

\_\_\_\_\_  
Date

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CLERK OF COURT

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**EIGHTH JUDICIAL DISTRICT COURT**

**FAMILY DIVISION**

**CLARK COUNTY, NEVADA**

IN THE MATTER OF THE )  
TRUST OF: )  
THE CHRISTIAN FAMILY )  
TRUST, U.A.D. 10/11/16 )

CASE NO. P-17-092512-T

DEPT. PROBATE

BEFORE THE HONORABLE VINCENT OCHOA  
DISTRICT COURT JUDGE

TRANSCRIPT RE: ALL PENDING MOTIONS

WEDNESDAY, JANUARY 17, 2018

1 APPEARANCES:

2       The Petitioners:           SUSAN CHRISTIAN PAYNE  
                                  ROSEMARY KEACH  
3       For the Petitioners:       CARY COLT PAYNE, ESQ.  
                                  700 S. Eighth St.  
4                                   Las Vegas, Nevada 89101  
                                  (702) 383-9010  
5  
6       For the Trustee:           JERIMY KIRSCHNER, ESQ.  
                                  5550 Painted Mirage Rd.  
                                  Suite #320  
7                                   Las Vegas, Nevada 89149  
                                  (702) 563-4444  
8  
9       For the Objector:          JOSEPH POWELL, ESQ.  
                                  1707 Village Center Cir.  
                                  Suite 150  
10                                  Las Vegas, Nevada 89134  
                                  (702) 255-4552  
11  
12       For the Other:            ZACHARY HOLYOAK, ESQ.  
                                  3317 W. Charleston Blvd.  
                                  Suite B  
13                                  Las Vegas, Nevada 89102  
                                  (702) 438-7878  
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1 LAS VEGAS, NEVADA

WEDNESDAY, JANUARY 17, 2018

2 P R O C E E D I N G S

3 (THE PROCEEDINGS BEGAN AT 02:22:09)

4  
5 THE MARSHAL: Understand? Do you understand you're  
6 sitting there if I release you?

7 UNIDENTIFIED VOICE: You said we're done.

8 THE MARSHAL: Do you understand?

9 THE COURT: Marshal, do we need to bring him up here  
10 and address him again? Because if I do, he -- he's not going  
11 to be leaving this building without cuffs on.

12 THE MARSHAL: I'm asking the question if he  
13 understands why I'm holding him for 10 minutes.

14 (COURT RECESSED AT 2:20 AND RESUMED AT 2:22)

15 MR. HOLYOAK: I think we can now.

16 MR. KIRSCHNER: Unless Mr. Payne comes after me.

17 THE COURT: Is this is -- in the matter of the  
18 Christiansen Family, can we have introductions and who you  
19 represent?

20 MR. KIRSCHNER: Yes, Your Honor. My name is Jerimy  
21 Kirschner, bar number 12012. I'm here on behalf of Jacqueline  
22 Utkin. We filed a substitution of party in interest under  
23 17A. We are the successor trustee to the Christian Family  
24 Trust at this time.



1 THE COURT: And who are you representing? I'm  
2 sorry.

3 MR. KIRSCHNER: Her name is Jacqueline,  
4 J-a-c-q-u-e-l-i-n-e, last name, Utkin, U-t-k-i-n.

5 THE COURT: Okay.

6 MR. KIRSCHNER: And we have accepted the appointment  
7 as the successor trustee.

8 THE COURT: Okay.

9 MR. HOLYOAK: Zach Holyoak, bar number 14217. We  
10 represented Nancy Christian before the passing.

11 MR. POWELL: Good afternoon, Your Honor. Joey  
12 Powell appearing on behalf of Monte Reason in his capacity as  
13 trustee of the Nancy Christian Trust.

14 THE COURT: And who is the successor trustee? To  
15 what trust?

16 MR. KIRSCHNER: So we are here for the primary party  
17 in interest, the Christian Family Trust, that was executed on  
18 October 11th, 2016, the one that's in subject of this action  
19 that we've asked for jurisdiction over the trust.

20 THE COURT: And you represent the trustee?

21 MR. KIRSCHNER: I represent the current trustee.  
22 Yes, Your Honor.

23 THE COURT: Is -- is your client the current trustee  
24 anymore or not?

1 MR. POWELL: No, he executed a resignation, Your  
2 Honor.  
3 THE COURT: Okay.  
4 MR. KIRSCHNER: And under the modification, it was  
5 first offered to Wells Fargo Bank. Wells Fargo Bank had  
6 declined it and then it was offered to my client under a  
7 delegation authority under the trust. My --  
8 THE COURT: Okay.  
9 MR. KIRSCHNER: -- client has accepted it.  
10 THE COURT: And how is she related to the family?  
11 MR. KIRSCHNER: She is the aunt and the sister of  
12 the suc -- the settlor of the trust, the father.  
13 THE COURT: Okay. Counselor?  
14 MR. PAYNE: Good morning, Your Honor. Cary Colt  
15 Payne on behalf of Suzanne Christian Payne, Rosemary Keach,  
16 who are also both present, and Raymond Christian who is not  
17 here today.  
18 THE COURT: Okay.  
19 MR. PAYNE: 4357.  
20 THE COURT: I -- I understand that maybe when the --  
21 the second settlor has died.  
22 MR. KIRSCHNER: Correct.  
23 THE COURT: Has anyone filed anything officially to  
24 let me know that?

1 MR. KIRSCHNER: Yes, there was a notice of death  
2 that was filed I believe on January 4th of this year.

3 THE COURT: Okay.

4 MR. KIRSCHNER: Suggestion of death. That was filed  
5 by Mr. Payne.

6 THE COURT: Now maybe I have a simple mind, but to  
7 my mind I would maybe have provided some area of negotiations  
8 to try to get this resolved now since there is a trust and the  
9 trust now by his language we should take care of the -- what  
10 the trust requested or am I wrong?

11 MR. KIRSCHNER: Well, I think that there was a  
12 number of petitions that were being on -- before the Court  
13 that were to be heard today that we were ratifying it as  
14 successor trustee, that we need -- that we need assistance  
15 with the Court for. For one of them is as far as the  
16 accounting of the original trustees, the accounting was  
17 deficient as to the substantiation of the documents that were  
18 behind it. There were a number of expenses that are simply  
19 unexplainable that were requiring a little bit of discovery  
20 for her to find out what happened to the assets.

21 So there's a body of it in the original petitions  
22 that were before the Court that were prepared to argue today  
23 Your Honor and we're ratifying it as successor trustee that we  
24 need assistance with.

1 THE COURT: So is there any objection to the  
2 successor trustee first?

3 MR. PAYNE: Absolutely. There's no need, Your  
4 Honor. The -- as you've kind of picked up on this thing, when  
5 Mrs. Christiansen passed, the primary beneficiaries -- the  
6 ultimate beneficiaries are my three clients who were the  
7 original trustees. And then there are two other beneficiaries  
8 which is -- the -- their -- their brother Tommy Christiansen  
9 and -- and Christopher Christiansen who are 10 percent and 20  
10 percent beneficiaries under the -- the -- one of the pieces of  
11 property that was previously sold.

12 What I think is going on here, Your Honor, is kind  
13 of a -- a cute way to kind of stay into this proceeding a  
14 little bit longer for some other purpose, because when Mrs.  
15 Christiansen died, Nancy, her interests were -- were no longer  
16 ceased to exist. And so what has gone on here is Mr. Powell  
17 has nominated this -- this aunt to try and do something that  
18 doesn't need to be done. The trust by its terms need to be  
19 distributed and we brought a petition forward to -- to final  
20 this thing out. I'm not --

21 THE COURT: Well, does the trust provide for a  
22 trustee successor?

23 MR. PAYNE: No, it does not, Your Honor. And that's  
24 why I'm asking you just to reinstate the original trustees.

1 There's -- there's nothing to administer. There was -- if you  
2 recall, there as a -- let me -- let me -- I -- I may have  
3 misspoke. There is a California pieces of real estate and  
4 there's a Nevada -- a Nevada real estate. The -- the house  
5 that was sold during Mr. Christiansen's lifetime was sold and  
6 has been held in -- in an estate account that Your Honor  
7 ordered us to -- to block which we did. There's about -- I  
8 believe is it \$400,000 cash that's there. They're under the  
9 trust --

10 THE COURT: Before -- well, before we go there,  
11 there was a trustee.

12 MR. PAYNE: There was the original trustee.

13 THE COURT: There was the original, successor  
14 trustee --

15 MR. PAYNE: Well --

16 THE COURT: -- and then -- then there's this third  
17 trustee. Did you come in after the death of -- of Mr.  
18 Christiansen or before?

19 MR. KIRSCHNER: We came in after the death of Mrs.  
20 Christian -- Mrs. Christiansen. And to be clear, Your Honor,  
21 the --

22 THE COURT: So when --

23 MR. KIRSCHNER: -- trust --

24 THE COURT: -- did you come into the case?

1 MR. KIRSCHNER: It would have been late last week,  
2 Your Honor. I think we filed our -- it -- it might be earlier  
3 this week. But -- but we did file our notice of substitution  
4 of property of the party an the appointment was accepted --

5 THE COURT: Well, when you --

6 MR. KIRSCHNER: -- after the resignation.

7 THE COURT: When you get appointed to be the  
8 trustee, do you have a right to object?

9 MR. KIRSCHNER: No, Your Honor. That's one of the  
10 things inside the trust that it was a delegated authority for  
11 that trustee. First, they had to offer it to Wells Fargo and  
12 then if Wells Fargo did not accept the appointment, then that  
13 trustee was within their power to assign the next trustee  
14 which is what has happened in this case. We have on there  
15 that Wells Fargo, and it was as part of our notice of  
16 substitution of the real property -- or party that Wells Fargo  
17 declined the appointment. We have the written declination  
18 from Wells Fargo. And then in his power at the then existing  
19 trustee, he assigned the trustee afterwards.

20 And I want to make sure that we're not simplifying  
21 this thing beyond what it is. We have more than just three  
22 beneficiaries involved in this matter. We have a total of six  
23 beneficiaries. We're set to be -- received distributions  
24 underneath this trust. And as part of having six

1 beneficiaries, we have to perform an accounting up-to-date of  
2 what the assets or the trust are, find out if there were any  
3 expenses that need to be surcharged against anybody for  
4 improper use of the trust. And then make those distributions.

5           So right now what we've asked for and which was in  
6 the -- in the petitions is we asked --

7           THE COURT: So we have six people that are -- should  
8 be receiving something from the trust, but instead of  
9 receiving something from the trust, we're going to eat this  
10 money up with attorney's fees.

11           MR. KIRSCHNER: It's not --

12           THE COURT: So if the six people want that to happen  
13 and that's what the way they want to handle this and they're  
14 -- they're okay with getting the less amount of money, the  
15 less amount of money, fine. We'll -- we'll go that way and  
16 then your firm will -- will be the winner.

17           MR. KIRSCHNER: Well, it's not a matter of winning,  
18 Your Honor. We're hoping significantly that we get a lot of  
19 these questions answered without litigation. We're hoping to  
20 get these questions answered without fights between the  
21 parties.

22           THE COURT: Well --

23           MR. KIRSCHNER: Unfortunately --

24           THE COURT: -- why -- why are you here then? Why

1 didn't you do that?

2 MR. KIRSCHNER: Well, let -- we'll go --

3 THE COURT: Do you need time to do that?

4 MR. KIRSCHNER: Yes, we do need time to do that,

5 Your Honor. What we've asked for is a hundred and twenty days

6 of discovery so that we can subpoena the financial records of

7 -- involved in the case to find out what expenses were made

8 because the previous accounting that was provided is

9 insufficient. It provides information that is not -- that is

10 not --

11 THE COURT: How long was your client in as trustee?

12 MR. POWELL: Since -- I believe it was --

13 MR. KIRSCHNER: June 12th of 2017, so that would be

14 approximately -- that was when the modification was done?

15 MR. POWELL: Was that approximately -- was it --

16 MR. HOLYOAK: Approximately.

17 MR. POWELL: -- June or August? June.

18 MR. KIRSCHNER: Okay.

19 MR. POWELL: Okay.

20 MR. KIRSCHNER: June of --

21 MR. POWELL: June.

22 MR. KIRSCHNER: June 12th of 2017.

23 THE COURT: So do we --

24 MR. KIRSCHNER: So we go --



1 THE COURT: -- have an accounting for that -- that  
2 six month period?  
3 MR. POWELL: Well, Your --  
4 MR. KIRSCHNER: Well --  
5 MR. POWELL: -- Your Honor, that's the problem is  
6 that when my client was appointed and then notified through my  
7 office Mr. Payne to gain access to the assets, the assets were  
8 removed from the account, the -- the account that belonged to  
9 the trust at Chase and then they've been in Mr. Payne's trust  
10 account since that since.  
11 THE COURT: Can you --  
12 MR. POWELL: Some --  
13 THE COURT: -- determine roughly how much that is?  
14 MR. POWELL: Well, according to Mr. Payne's records,  
15 it's about \$400,000.  
16 THE COURT: Okay.  
17 MR. POWELL: So from that time that my client was  
18 trustee, he was unable to do -- take any action as a trustee  
19 because it was blocked by not having any access to the funds  
20 to administer the trust which at that point during Mrs.  
21 Christian's lifetime was -- was still -- she was the sole  
22 beneficiary of this trust, Your Honor. And so there -- there  
23 is issues there. Mr. --  
24 THE COURT: So --

1 MR. POWELL: -- Payne's --  
2 THE COURT: -- the --  
3 MR. POWELL: -- clients --  
4 THE COURT: -- not --  
5 MR. POWELL: -- want --  
6 THE COURT: Your client never touched any assets  
7 and --  
8 MR. POWELL: Correct. He had -- he -- he -- and  
9 that was part of what we were today on was gaining authority  
10 to be able to get possession of the assets to be able to make  
11 them productive and to be able to use them for Mrs. Christian  
12 who is -- who the --  
13 THE COURT: Yeah, but she --  
14 MR. POWELL: -- funds were supposed to be useful.  
15 THE COURT: -- she died in January.  
16 MR. POWELL: Oh, I understand, but the -- the  
17 problem becomes Your Honor is it -- it's like anything else is  
18 your rights don't simply just go away now. Mr. Payne's  
19 clients would like to just wipe it off the table and say well,  
20 that's all water under the bridge and it's done. Well, no,  
21 Your Honor. There's recourse that has to be taken here  
22 because of the fact that Nancy Christian never received a dime  
23 from this trust since it was formed, Your Honor, which was in  
24 October of 2016, a trust that she co-created in which held

1 her --

2 THE COURT: And who's --

3 MR. POWELL: -- assets.

4 THE COURT: -- her attorney?

5 MR. POWELL: It used to be Mr. --

6 MR. HOLYOAK: We used to --

7 MR. POWELL: -- Holyoak's office --

8 MR. HOLYOAK: -- before she passed --

9 MR. POWELL: -- before she passed.

10 MR. HOLYOAK: -- we represented Nancy. And that is

11 also part of why we're here and it goes to Mr. Payne's

12 argument that there's no administration left in the trust. We

13 -- we have substantial attorney's fees that are payable by the

14 trust and if -- if necessary, we'll file a creditor's claim.

15 But that's -- that's part of the reason that I'm here is to

16 make sure that there's no resolution without addressing the --

17 the claims against the trust.

18 THE COURT: Well, I can see -- I don't know what

19 claims you're referring to. Attorney's fees I can see as at

20 least a -- a reason to request and obviously I think you're

21 entitled to that for her representation. But I don't know

22 what damage or recourse you're asking for. Mrs. Christiansen

23 -- this is Mr. -- Mrs. Christiansen's attorney. So --

24 MR. HOLYOAK: I -- I can address that if Your Honor

1 would like me to. I don't know that it's my -- my place to  
2 now that she's passed though.

3 THE COURT: Yeah, so --

4 MR. KIRSCHNER: And Your Honor, if I can may. If --  
5 from the point of the trust I -- I can give just -- what we're  
6 looking to do and it's going to be embodied in all of the  
7 districts that are before Court right now is that, one, we  
8 want to account for the assets. We want to account from the  
9 assets from the moment that the trust was formed. There's  
10 approximately four to five months in a period of time when  
11 there are no records or no accounting whatsoever coming --

12 THE COURT: How long --

13 MR. KIRSCHNER: -- from --

14 THE COURT: -- were these trustees in -- in --

15 MR. KIRSCHNER: These trustees would have been in  
16 power for approximately 10 to 11 months. And from what we  
17 know Your Honor that there were -- there may have been some  
18 changes to assets, the beneficiaries on assets, that we wanted  
19 to investigate. We also wanted to -- and part of the problem  
20 is -- is because we haven't been given a complete accounting.  
21 So normally when we ask for an accounting from the trust, we  
22 have substantiation with documents. We can to see bank  
23 statements, we get to -- to see checks, we get to see what  
24 actually happened. Also, that accounting normally takes place

1 from the time that the person became trustee until the time  
2 that they're removed. What we have is we have a gap of time  
3 when there is no explanation as to any expenses.

4           And when we're looking for that gap of time to be  
5 filled, hopefully we can fill that gap of time without any  
6 litigation, with any subpoenas, but it needs to be done. Part  
7 of the problem is that this que -- request that I'm making  
8 right now and has been made in these petitions has already  
9 been requested of them separately through letters between  
10 attorneys.

11           They said give us this period of time when there was  
12 a gap when you guys haven't provided us records or an  
13 accounting, just give that to us, give a substantiation of the  
14 documents, show us the documents that support that these  
15 expenses were the expenses of the trust, things like if you  
16 guys went on a trip or a vacation somewhere and you're  
17 claiming that this was a trust expenses and we do have  
18 evidence that shows that they went on a trip after Father  
19 passed away, paid for a trip for all the trustees to go  
20 somewhere. We just need substantiation that these were a  
21 trust expense, because understand we have six beneficiaries,  
22 not just three. Let's not confuse the issue.

23           So if we see the trustees of the trust spending  
24 money to go on a vacation or a memorial trip, whatever it may

1 be, we need to be able to detail this is a trust expense. Or  
2 alternatively, this is where the original trust assets when we  
3 took over. This is what happened to the trust assets. When  
4 the handoff then occurs to Mr. Monte, Mr. Monte can then be  
5 forced to account for those assets between the time that he  
6 took over as trustee and the time that my client took over as  
7 trustee.

8           There are outstanding demands, request for  
9 information, and like I said, we get these questions answered.  
10 We get these documents turned over. There is no reason for  
11 litigation in this case. But the trust allows for  
12 beneficiaries to demand an accounting. There is an  
13 outstanding demand. Statute allows for a demand for  
14 accounting. So all in all we need this information and we're  
15 able to either force it through the Court, which is why we're  
16 asking for the Court's assistance or they can do it  
17 voluntarily. But simply saying we're not going to give it  
18 over to you doesn't -- is not covered by -- or saying is not a  
19 defense on either the trust or the statute.

20           So the first thing we've asked for is information.  
21 We need that information. The second thing we've asked for is  
22 that we have assets that are outstanding that are sitting in a  
23 trust account. Well, as the benefit -- as the trustee, we  
24 have two problems. We have to preserve the assets. Now we

1 have a house here in Nevada that is currently being the  
2 subject to utility lanes because they have -- even the -- one  
3 of the beneficiaries was living in it for a period of time,  
4 they didn't pay any utilities on the property.

5           So now we have Republic Services letting us know  
6 we're filing a lien on the property that can give us the right  
7 to sell and we don't know how many other bills are outstanding  
8 with it. Well, my client has the option. Either we let these  
9 liens go forward and we continue to put the property of the  
10 trust at risk or she loans her own money because the October  
11 31st order from this Court puts a freeze order on everything  
12 and Mr. Payne has locked up the assets in his trust account.  
13 At a minimum --

14           THE COURT: What would it take to save that house?

15           MR. KIRSCHNER: I think --

16           THE COURT: At a minimum.

17           MR. KIRSCHNER: I think at this point it's probably  
18 between a thousand to \$2,000. I'm shooting from the hip on  
19 that one, Your Honor. I apologize, I don't have the exact  
20 number. But we want to be able to first make sure that any  
21 utilities, any liens against the house right now, are being  
22 paid. The house is vacant, so we're not asking for somebody  
23 to live in the house. My client isn't asking to live in the  
24 house. We're not asking to put a beneficiary in it. We just

1 want the asset preserved. That's the first job of assistant  
2 trustee.

3           Secondarily, we have assets sitting in an IOLTA  
4 account where the interest that's being earned on the money  
5 which should go to the beneficiaries is instead going to the  
6 Nevada State Bar. And although on a personal level I have no  
7 problem with that, as my client as a beneficiary, I have to  
8 account for those interests. We had a minimum and need to  
9 stick that in an account. That's frozen for the trust. The  
10 interest on it is incurred for the beneficiaries during that  
11 period of time. This is part of preserving the assets.

12           As part of the preservation, if we're looking back  
13 and we start discovering, oh, my goodness, there was either  
14 thousands of dollars or tens of thousands of dollars that were  
15 taken from prior trustees, well, what we may ask is can we get  
16 a surcharge against them. But I'm not prepared to argue that  
17 today and I don't want to argue that because we don't have the  
18 information to be able to make an education claim either way.

19           We also have the problem of liability. So I -- I  
20 guess Mr. Powell has stated that he's -- he's worried that his  
21 client may have a claim on behalf of his -- his client's  
22 estate that whether there's bad actions by the trustee. I  
23 need to get that resolved before any distributions are done,  
24 because if he's going to sue somebody, particularly even the



1 trust for not distributing to his clients, I need to make sure  
2 that liability is settled and outstanding prior to me making a  
3 distribution, because if my client distributes while there's  
4 an outstanding liability. It's accept -- it might suscept  
5 her --

6 THE COURT: Well, I don't know --

7 MR. KIRSCHNER: -- to individual liability.

8 THE COURT: -- what Monte Reason's claim would be  
9 because he would only the trustee and there was -- I don't  
10 think any money due to him.

11 MR. KIRSCHNER: I discovery think that the claim --

12 THE COURT: A time --

13 MR. KIRSCHNER: -- as I under --

14 THE COURT: -- for --

15 MR. KIRSCHNER: The --

16 THE COURT: -- those six months he was the trustee.

17 MR. KIRSCHNER: The claim as I understand it from  
18 Mr. Joey Powell was that the prior settlor of the trust, Ms.  
19 Nancy Christiansen is a -- well, she took issue and I guess  
20 the estate would take issue with the fact that there were  
21 distributions that she was demanding during her lifetime and  
22 those distributions were never made during the time --

23 THE COURT: They were never made, they were never  
24 resolved, they were never litigated, they were just discussed

1 and then she died.

2 MR. KIRSCHNER: So --

3 THE COURT: So I don't know what Monte Reason's  
4 claim would be to file a lawsuit except to eat up the estate,  
5 but --

6 MR. POWELL: Well, Your Honor --

7 MR. KIRSCHNER: So health --

8 MR. POWELL: -- if I -- if I can --

9 MR. KIRSCHNER: Go ahead.

10 MR. POWELL: -- jump in here. The -- let -- let's  
11 use I guess more of a -- a -- more of a civil -- a common  
12 civil --

13 THE COURT: But that's okay.

14 MR. POWELL: -- sort of analogy.

15 THE COURT: We don't need to address it today. I'm  
16 just saying I --

17 MR. POWELL: Yeah.

18 THE COURT: -- I don't know as of today what reason  
19 he would file a lawsuit for the time he was a trustee when I  
20 don't think he was entitled to some unless he wants to say  
21 that his mother was -- should have received something and --

22 MR. POWELL: That's --

23 THE COURT: -- it didn't happen.

24 MR. POWELL: That's exactly it, Your Honor.

1 THE COURT: Or during those six months and --  
2 MR. POWELL: that's exactly it.  
3 THE COURT: -- he would do more damage to the trust  
4 and to his mother's trust and his -- and the father's trust  
5 than what he will be claiming. So you -- think about what  
6 you're doing. Counselor, what you like to address what he's  
7 stated? He would like some money released to save the house  
8 and pay any -- everything -- anything that is necessary within  
9 reason to preserve the estate and we also like the money  
10 transferred to a -- a different account than your trust  
11 account. Is that a fair --  
12 MR. KIRSCHNER: Yes, Your Honor. We're asking to be  
13 put into a blocked account which I think was under the  
14 original court orders --  
15 THE COURT: Well, I --  
16 MR. KIRSCHNER: -- with the interest in mind.  
17 THE COURT: -- I want to see why not.  
18 MR. PAYNE: I -- Your Honor, let me -- let me just  
19 back up. And -- and I want to make one observation about  
20 Nancy's entitled to her debts to be paid. She only had a  
21 right to income. So your -- your comment about having her  
22 attorneys --  
23 THE COURT: Like -- like I told him, today is not  
24 the day.

1 MR. PAYNE: No, I know that, but -- but  
2 THE COURT: I just -- I'm telling everyone here they  
3 better think carefully about bringing lawsuits to discuss that  
4 six month period because it's going to be more expensive than  
5 it's going to be productive?  
6 MR. PAYNE: And I agree --  
7 THE COURT: That --  
8 MR. PAYNE: -- Your Honor.  
9 THE COURT: I don't -- I don't see much of a damage  
10 there and it was never litigated. I don't -- I -- I don't  
11 even know if he can litigate for his mother and -- and even  
12 his mother can litigate for something now that she's deceased.  
13 MR. PAYNE: Right. And -- and I agree. And I'm  
14 trying to get to the end result and the end result is that  
15 upon Mother's dying, Rosemary Christian Keach is to get 20  
16 percent, Raymond is to get 20 percent.  
17 THE COURT: They're trying to get to the same point,  
18 but they're saying we got to know what first.  
19 MR. PAYNE: What difference does it make? It makes  
20 absolutely no difference on this side of the balance sheet  
21 except for attorney's fees. And that's what this is all  
22 about. This is a grab to see if they can bring in some  
23 assets, because at this --  
24 THE COURT: Well, it may make a difference if there

1 is 500,000 to start at one time and your client took \$400,000  
2 and there's only --  
3 MR. PAYNE: Your Honor --  
4 THE COURT: -- a hundred --  
5 MR. PAYNE: -- we file -- we filed -- you ordered us  
6 to -- to file an -- and inventory.  
7 THE COURT: Well, they -- all they want is  
8 discovery. They may not object.  
9 MR. PAYNE: Well, what they want is they --  
10 THE COURT: They -- they want an accounting and they  
11 may not object after that.  
12 MR. PAYNE: But, Your Honor, we already provided an  
13 accounting. We -- we gave the accounting, we filed the  
14 accounting on October 25th, 2017. We attached all the  
15 receipts. What they're saying is in -- in -- and somebody  
16 jumps into this late and says there's this missing  
17 information. I -- I don't know what he's talking about.  
18 MR. HOLYOAK: Again --  
19 MR. PAYNE: Okay.  
20 MR. HOLYOAK: Again, Your Honor, I -- I know I'm not  
21 here withstanding, but --  
22 MR. KIRSCHNER: Here -- here, let me say --  
23 MR. HOLYOAK: -- the statement with no receipts.  
24 MR. KIRSCHNER: -- there were no receipts attached

1 to it. It's the equivalent of an Excel spreadsheet, Your  
2 Honor. I have reviewed the accounting. I have reviewed all  
3 the attachments. It's -- it's not there --

4 THE COURT: I've --

5 MR. KIRSCHNER: -- so --

6 THE COURT: I've heard enough. What I'm going to  
7 do, I'm going to order whatever's in the trust, your trust  
8 account, to be transferred to an interest bearing account and  
9 it will be frozen. Once you open that account, provide them  
10 the account number and the -- the amount that you put into  
11 that account.

12 MR. PAYNE: What -- what do we do for a tax per I.D.  
13 number?

14 THE COURT: We can -- we can --

15 MR. HOLYOAK: I don't know if it was --

16 MR. PAYNE: Okay.

17 MR. HOLYOAK: -- that was obtained.

18 MR. KIRSCHNER: If not, we can obtain EIN for the  
19 trust, Your Honor, to put that on the account.

20 THE COURT: How long?

21 MR. KIRSCHNER: I -- I would say if -- if we can  
22 have 30 to 45 --

23 MR. PAYNE: We --

24 MR. KIRSCHNER: -- days on that --

1 MR. PAYNE: We have --  
2 MR. KIRSCHNER: -- issue, Your Honor.  
3 MR. PAYNE: We -- we have -- I -- I was just  
4 informed that she has one, so we --  
5 MR. KIRSCHNER: Okay.  
6 THE COURT: Okay.  
7 MR. PAYNE: -- we have one.  
8 MR. KIRSCHNER: If -- if we have one -- we can use  
9 the I -- EIN --  
10 THE COURT: So this --  
11 MR. KIRSCHNER: -- for the account.  
12 THE COURT: -- will be done within a week, seven  
13 days.  
14 MR. PAYNE: Your Honor, I'm a sole practitioner.  
15 Just give me a little due diligence. I've got to go down to  
16 U.S. Bank. If for some reason they're not there or to -- the  
17 person is not there, I -- I will do my best, but I'm a sole  
18 practitioner of everything.  
19 THE COURT: Seven days.  
20 MR. PAYNE: I -- seven banking days, please.  
21 THE COURT: Okay. Seven banking days which will put  
22 it next Friday.  
23 MR. PAYNE: I'll -- I'll do the best I can.  
24 THE COURT: Thursday, Friday of this week, five days

1 next week.

2 MR. KIRSCHNER: But it -- is it a matter -- I -- I  
3 guess as a matter of time to get the funds over to the  
4 account?

5 THE COURT: I don't know exactly, but he's a sole  
6 protection -- or any -- I guess he'll have to do it himself  
7 and get the accounting done, but I want that information in  
8 your hands after the account is made within two weeks from  
9 today's date --

10 MR. KIRSCHNER: Your Honor --

11 THE COURT: -- so you'll --

12 MR. KIRSCHNER: -- can we rele --

13 THE COURT: -- know what amount was transferred.

14 MR. KIRSCHNER: Can we release at least \$5,000 of  
15 that for administrative cost at least for the house so that we  
16 don't have any issue with my client having to pay out of her  
17 own pocket for any bills or liens on the property?

18 MR. PAYNE: Your Honor, my clients are the ultimate  
19 beneficiaries. They -- the three --

20 THE COURT: Well, yeah, but we need -- they're --  
21 they're going to get the house if they save it. If they lose  
22 the house, they're -- they're going to be harmed too.

23 MR. PAYNE: Right, but we're not aware of any hours  
24 that haven't been paid.



1 MS. PAYNE: There -- there was the Republic Bill  
2 that --

3 MR. PAYNE: Trash --

4 MS. PAYNE: -- we never received. So it's -- it's  
5 for two quarters, sir.

6 MR. PAYNE: And --

7 THE COURT: Well, we can handle it this way. You  
8 will be responsible for all the bills.

9 MS. PAYNE: I understand, sir.

10 THE COURT: And if there's damage done to the trust  
11 because you didn't handle the bills and pay them, then you  
12 will be personally responsible for the damage.

13 MR. PAYNE: That's fine. They're -- they're the  
14 beneficiaries of the three -- their three brothers -- of the  
15 three siblings.

16 MR. KIRSCHNER: Your Honor, if it's \$5,000 to just  
17 release to pay any liens on the property, any outstanding  
18 bills, any property taxes as it's ongoing as we're going lit  
19 -- doing whatever however long it takes them to get this  
20 matter, I really don't want my client having to pay out of her  
21 own pocket for property taxes on it or any utilities. That's  
22 not fair to her as the trustee, anybody, regardless of whether  
23 it was their clients as trustee, Monte as trustee, or my  
24 clients as trustee. Somebody would have to pay these bills.

1           We also have a California property that we don't  
2 know any liabilities at. I'm not asking for hundreds of  
3 thousands of dollars to be released to my client unchecked.  
4 But at least a few thousand dollars so that she can pay any  
5 outstanding liabilities on these properties so we don't lose  
6 them to somebody not getting a bill or somebody not getting a  
7 bill or somebody stupidly forgetting something and having  
8 something happen to the property, whether it's insurance costs  
9 that are coming up, whether we have any renewals going on. We  
10 -- this needs to be done. This is standard stuff for a  
11 trustee. So I don't understand why even a few thousands  
12 dollars can't be released to pay administrative costs while  
13 we're resolving these issues. I just don't want to have  
14 property ri -- risked regardless of whether they're the  
15 beneficiaries or somebody else is.

16           We have six people involved in this trust.

17           THE COURT: So I'll --

18           MR. KIRSCHNER: We need --

19           THE COURT: I'll --

20           MR. KIRSCHNER: -- to reserve the property.

21           THE COURT: I'm going to release 5,000 to --

22           MR. KIRSCHNER: Thank you.

23           THE COURT: -- an account that you're going to open  
24 up for the trust. And it's not for administrative expenses

1 like you mentioned by mistake, maybe.

2 MR. KIRSCHNER: Not attorney's fees.

3 THE COURT: Not attorney's fees, not administration.

4 You -- it's to save whatever property need stip and order be  
5 saved, whatever bills need to be paid. And you're going to be  
6 fully responsible for the accounting for every penny of the  
7 5,000, okay?

8 MR. KIRSCHNER: No problem with that --

9 THE COURT: We don't --

10 MR. KIRSCHNER: -- Your Honor.

11 THE COURT: -- need more accounting problems. So  
12 you --

13 MR. PAYNE: For -- for the record, Your Honor, my  
14 client has been administering that California asset. She  
15 knows the -- the tenants there. She's been collecting the  
16 rent. The rent is deposited into the Chase account and the  
17 mortgage has been paying -- being paid every month at \$326.  
18 There was one account that I disclosed was not subject to the  
19 -- the freeze order because this account had been -- was it  
20 established by your dad or established --

21 MS. PAYNE: Yes.

22 MR. PAYNE: -- by you? It was established by the  
23 deceased while he was alive. He -- they collected the rent,  
24 deposited into that account, and the mortgage payment was made

1 out of Wells Fargo. The tenant has been there for how many  
2 years?

3 MS. PAYNE: 11, sir.

4 MR. PAYNE: And how long is this lease?

5 MS. PAYNE: It's ending -- it's never ending. My  
6 dad said let them live there as long as they pay the rent.

7 MR. PAYNE: So this has been a long term  
8 relationship that's been setup for many, many years. There's  
9 no reason to upset that -- that preder -- current mechanism  
10 unless Your Honor thinks that they need to. And that was  
11 something that was established while Mr. -- Mr. Christiansen  
12 was -- was alive and continued on with --

13 THE COURT: Is there any bills or debt on that?

14 MR. PAYNE: There's a -- a mortgage payment --

15 MS. PAYNE: There's a mortgage.

16 MR. PAYNE: -- being -- of --

17 THE COURT: Yeah, but is the rent -- are you behind?  
18 Is there any liens on that?

19 MS. PAYNE: No, sir.

20 MR. KIRSCHNER: Your Honor, that's -- that's one of  
21 the problems is that we're having what appears to be a  
22 multifaceted trusteeship. That's something that should have  
23 been handled by his client while they were the trustee. It  
24 needs to be handled by my client as the trustee. We don't

1 have a defacto trustee under the trust. There's nothing in  
2 there about that. We need that information turned over to us,  
3 the payment system, the bank accounts, everything that's part  
4 of the trust needs to be turned over, because these are trust  
5 assets that my client is now responsible for. What we can't  
6 have --

7 THE COURT: Well, here --

8 MR. KIRSCHNER: -- is this --

9 THE COURT: -- here's the big --

10 MR. KIRSCHNER: -- defacto trustee.

11 THE COURT: -- problem, you know, we kind of skipped  
12 over. He became trustee temporarily while we litigated  
13 whether he should have been trustee at all. And in the  
14 meantime, the mother dies. So we kind of like skipped the  
15 first point. Okay, you're the trustee, defacto, because of  
16 the language in the trust in which we had never addressed and  
17 made a ruling on or a decision. They say it was -- it was  
18 misread, typo, and it doesn't make any sense to limit  
19 someone's proceeds from a trust and then make him possible the  
20 trustee when that whole purpose of it was to protect --  
21 protect the trust from his client.

22 MR. KIRSCHNER: Well, first, I would say Your  
23 Honor --

24 THE COURT: That's the argument.

1 MR. POWELL: Right.

2 MR. KIRSCHNER: I -- I understand. First, the terms  
3 of the trust control. As far as their claims of a Scrivener's  
4 error, you have to look to either patent ambiguity --

5 THE COURT: We never decided that.

6 MR. KIRSCHNER: Well, it -- so we're essentially --

7 THE COURT: That was the -- that was the litigation  
8 that was ongoing and she died in a couple of weeks ago.

9 MR. KIRSCHNER: So we're going for a -- we're --  
10 we're going for a standing question, whether or not my client  
11 has standing to appear before the action, whether Monte had  
12 action to appear before this Court as the successor trustee.  
13 If we want to do that, that's a pure contractual issue of law  
14 which is that the trust by itself allowed for this  
15 modification, taking it by its --

16 THE COURT: I -- don't want to argue right now. I'm  
17 just saying it was never decided.

18 MR. KIRSCHNER: We -- we are happy to have a hearing  
19 on that issue, Your Honor, because we think that the trust  
20 itself is absolutely clear and un -- unambiguous.

21 THE COURT: I think you want hearings on everything  
22 and by the time these people get done your client's not going  
23 to get much left. They're not going to have much left. So I  
24 -- I think the family needs to discuss if they want to

1 litigate this when we have a trust that spells everything out.  
2 We do need an accounting and we're going to order the  
3 accounting. I want a complete accounting during their period  
4 of time and then once you get that accounting done, I'm going  
5 to give them -- how much time do you need for an accounting?  
6 I'm thinking 30 to 45 days because I want to get this  
7 resolved. Counselor?

8 MR. PAYNE: What -- I've -- I've done the  
9 accounting. I -- I don't know what else I need to do. I --  
10 I --

11 THE COURT: I think they want backup to your -- your  
12 numbers.

13 MR. PAYNE: Well, I --

14 MR. KIRSCHNER: Two things. The accounting needs to  
15 stretch back to the time of the trust (indiscernible\*2:50:14)  
16 trustee first the time period so it needs to be longer. Two,  
17 we need substantiation of documents for anything in there. So  
18 the -- the -- if you're talking about the two things we need  
19 from the accounting from that is we need -- that the time  
20 period has to be correct and then we need substantiation of  
21 the documents. Simply sending us an Excel spreadsheet is not  
22 an accounting. But as the successor trustees, we're allowed  
23 to --

24 THE COURT: So you --



1 MR. KIRSCHNER: -- ask --  
2 THE COURT: -- will write --  
3 MR. KIRSCHNER: -- for the substantiation --  
4 THE COURT: -- them a letter --  
5 MR. KIRSCHNER: -- of documents.  
6 THE COURT: -- explaining what you need.  
7 MR. KIRSCHNER: This has been written to him as of  
8 October of September of this year. I will renew the letter to  
9 him today.  
10 THE COURT: And you -- they will provide that  
11 information to you within 45 days. And thereafter, how much  
12 time will you have for your client to follow up from their  
13 accounting for your time?  
14 MR. POWELL: I can do that basically the next day  
15 because my client never had access to any of the funds.  
16 THE COURT: Okay.  
17 MR. KIRSCHNER: And --  
18 THE COURT: So after they have done theirs in 45  
19 days, you will have 15 days to file your accounting.  
20 MR. POWELL: Okay.  
21 MR. KIRSCHNER: And Your Honor, as far as the assets  
22 that are currently being administered --  
23 THE COURT: You will --  
24 MR. KIRSCHNER: -- that are --

1 THE COURT: -- receive --  
2 MR. KIRSCHNER: -- trust assets --  
3 THE COURT: -- the \$6,000 to pay whatever bills may  
4 be due and owing.  
5 MR. KIRSCHNER: And for the records regarding that  
6 the California property and control of the California property  
7 that's under the trust, are we also getting that turned over  
8 to the successor trustee?  
9 THE COURT: No, they -- they -- they're paying the  
10 bills. They're going to continue to pay the bills. If you  
11 have any problems, send them a letter, make sure you keep it  
12 so we'll have it -- the -- the letter as evidence that you  
13 requested additional sums of money. But there -- there is not  
14 going to be anymore sums of money released without a petition  
15 to the Court.  
16 MR. KIRSCHNER: I understand, Your Honor.  
17 THE COURT: You're to keep accounting of the \$6,000  
18 and what bills you pay from that.  
19 MR. KIRSCHNER: And it's --  
20 THE COURT: You're going to -- you're responsible  
21 you say for the California property? Is that what we're  
22 talking about, the rent?  
23 MS. PAYNE: Yes, sir.  
24 THE COURT: So you're going to be responsible for

1 that, correct?

2 MS. PAYNE: Yes, sir.

3 THE COURT: So they're going to be responsible for  
4 the California property. Do we have one property or a city so  
5 we can make sure we put it on the record and they're clear  
6 that they're not supposed to pay any bills on that property?

7 MS. PAYNE: Yermo, California is where the property  
8 is located.

9 THE COURT: Where is that again?

10 MS. PAYNE: Yermo, California.

11 THE COURT: Okay. Do you understand that,  
12 Counselor?

13 MR. KIRSCHNER: Yes, Your Honor.

14 THE COURT: Okay. They're --

15 MR. KIRSCHNER: And --

16 THE COURT: -- going to be responsible for that  
17 property and the rent collection and you're going to keep  
18 accounting of the rent collection and the bills.

19 MR. KIRSCHNER: Your Honor, and can we make sure  
20 that the California property is included in the accounting  
21 they're going to be submitting to us and all the information  
22 on it. You're not asking for control of it, but as --

23 THE COURT: No.

24 MR. KIRSCHNER: -- part of the --

1 THE COURT: Yeah.

2 MR. KIRSCHNER: -- accounting.

3 THE COURT: Well, if it's part of the trust, it's  
4 part of the trust. And that's what the accounting's about.

5 MR. PAYNE: There's one other issue Your Honor here  
6 that just so we clarify. The Bluffpoint property, we --

7 THE COURT: The what?

8 MR. PAYNE: The Bluffpoint, the property here in Las  
9 Vegas. Just by way of background.

10 THE COURT: Is that the one that's in arrears?

11 MR. KIRSCHNER: That's the one that's currently in  
12 the arrears --

13 THE COURT: Okay.

14 MR. KIRSCHNER: -- and I -- I think I know what he's  
15 going to say, but I'll go ahead and let you say it first.  
16 There was the freeze order from October 31st. There was a  
17 listing of the property that I think that -- well, it's being  
18 stopped because it was subject to the October 31st, 2013 -- or  
19 2017 freeze order. So they had filed a lis pendens on the  
20 property in order to stop the sale. I'm telling the Court now  
21 -- now that I'm in as the trustee's Counsel and we have the  
22 trustee, the sale is being stopped, because, one, we don't  
23 have the petition before this Court to do it. If there were  
24 going to be any request to sell a trust asset, there would be

1 a petition before this Court to do it, because we have a  
2 freeze order in place.

3 THE COURT: And you were going to say?

4 MR. PAYNE: Monte, with unbeknownst to us, I suspect  
5 before his mother died listed the house for sale. I've  
6 reached out to Mr. Powell and said now that Mary -- Mrs.  
7 Christiansen has passed, my clients have the rights to -- to  
8 that -- that house, take it off the market. Then new Counsel  
9 came in here and that's where we're at.

10 Full disclosure, there was a -- Raymond, my other  
11 client, was living in the house, was the subject of an  
12 eviction several weeks ago, a month ago. He was evicted from  
13 the house. The Court that because Mrs. Christiansen was  
14 alive, she had the right to occupy the house. So the house  
15 was now sitting vacant.

16 So I just wanted to inform the Court, I'm not sure  
17 who's really in control of that at this point. The house is  
18 not in arrearages. The only thing is there's a -- a lien  
19 from -- from a --

20 THE COURT: Is it paid the mortgage? Is it fully  
21 paid?

22 MR. PAYNE: It's fully --

23 MS. PAYNE: It's paid off --

24 MR. PAYNE: It's --

1 MS. PAYNE: -- sir.

2 MR. PAYNE: It's paid off. I -- the -- there is a  
3 -- a trash lien I guess is the only lien that -- that I'm  
4 aware of.

5 MR. KIRSCHNER: And quarterly property taxes that  
6 have to be paid.

7 MR. PAYNE: And that was my next point is is that --  
8 that in the -- in the interim we don't want the house sold, my  
9 clients are the beneficiaries --

10 THE COURT: Well, it's not going to be sold.

11 MR. PAYNE: Correct.

12 THE COURT: Okay.

13 MR. PAYNE: And so we need to take it off the  
14 market.

15 THE COURT: Now who's going to use it?

16 MR. PAYNE: Well, that's why I'm asking you. I  
17 don't -- I'm trying to anticipate a -- another dispute. My  
18 clients are the residual beneficiaries of this trust. It  
19 flows through to them. The three of them equally would --  
20 would take this house. They don't want it sold.

21 Without violating any of Your Honor's -- Honor's  
22 order in -- in the order that he just referenced or the small  
23 -- or the Justice Court action, I wanted to -- to ask the  
24 Court if it was okay to reoccupy the house or repossess it or

1 not because it's in limbo.

2 THE COURT: Well, let's see.

3 MR. PAYNE: They have been paying all the bills up  
4 until the eviction.

5 MR. HOLYOAK: Your Honor, just to be clear and put  
6 it on the record as well, there's also a -- a dispute as to  
7 the -- the proceeds from the sale of the home.

8 THE COURT: What home? We're not going to sell it?

9 MR. HOLYOAK: This -- this current home. Exactly.  
10 Where there -- there's also issues because the way that the  
11 trust was written is -- and -- and you wouldn't -- I don't  
12 think know this unless it's pointed out to you. The original  
13 home that was to -- that was referenced was a property called  
14 Dancing Vines. That was sold while Mr. Christian and Mrs.  
15 Christian were still alive.

16 That house then turned into the Bluffpoint Drive  
17 house. So the question there becomes is based on the way that  
18 the trust was written whether or not the sale of that property  
19 is then to be used to satisfy the specific percentages that  
20 are provided for -- to receive the sales proceeds of the home.  
21 The question becomes is what home are we talking about and  
22 what was the intent there, that that's not just a clear cut  
23 clear as dry issue that --

24 THE COURT: All we're trying to figure out right now

1 is who's going to live in the house.  
2 MR. HOLYOAK: I -- I understand. I just wanted  
3 to --  
4 THE COURT: The next 90 days.  
5 MR. HOLYOAK: I just wanted to point that out that  
6 when Mr. Payne is representing that, oh, that --  
7 THE COURT: I know.  
8 MR. HOLYOAK: -- it's his --  
9 THE COURT: There's suspect --  
10 MR. HOLYOAK: -- client's house --  
11 THE COURT: There's a -- a weird couple of sentences  
12 in --  
13 MR. HOLYOAK: Yes.  
14 THE COURT: -- in that area.  
15 MR. HOLYOAK: Yeah.  
16 MR. KIRSCHNER: And --  
17 THE COURT: That I --  
18 MR. HOLYOAK: So you're aware.  
19 THE COURT: I -- I --  
20 MR. HOLYOAK: I just didn't know if you were aware  
21 that --  
22 THE COURT: I remember --  
23 MR. HOLYOAK: -- Dancing Vines --  
24 THE COURT: -- reading it and saying I don't know



1 what this means exactly because this means hold it if we do  
2 sell it before I die, hold that money.

3 MR. HOLYOAK: Correct. And there's a provision in  
4 there --

5 THE COURT: And it --

6 MR. HOLYOAK: -- that says --

7 THE COURT: -- it --

8 MR. HOLYOAK: -- after the death --

9 THE COURT: -- it was -- and it was --

10 MR. HOLYOAK: -- of both settlors.

11 THE COURT: -- settled before he died, correct?

12 MR. KIRSCHNER: Yes.

13 MR. HOLYOAK: Yeah, the Dancing Vines was, yes.

14 MR. KIRSCHNER: And, Your Honor, before anybody  
15 occupies any property, I would request that a proper petition  
16 and/or request be made to the trustee so we can get that  
17 resolved only because asking somebody to move in after they  
18 were just evicted a few days ago, I -- I need to find out  
19 what's going on with that. I don't know the grounds for the  
20 eviction yet or what occurred, whether they were not paying  
21 bills or what --

22 THE COURT: Well, what was --

23 MR. KIRSCHNER: -- the case was,

24 THE COURT: -- the purpose -- what was -- do you

1 know why he was evicted?

2 MR. POWELL: Well, I can tell you because it -- I --  
3 it -- it was a co -- it was a co-petition, Your Honor, the  
4 reason why is because Nancy Christian was entitled to live in  
5 the home and she had been thrown out of the home by Mr.  
6 Christian -- Raymond Christian, Jr. And so the part of the  
7 petition was to gain access to the home, the trustee to gain  
8 access to the home.

9 THE COURT: Well, she's died.

10 MR. POWELL: She -- correct. But again --

11 THE COURT: There --

12 MR. POWELL: -- there was --

13 THE COURT: Is your --

14 MR. POWELL: -- still damage that she had -- she  
15 wasn't --

16 THE COURT: Is your --

17 MR. POWELL: -- allowed --

18 THE COURT: Is your --

19 MR. POWELL: -- to live in the home.

20 THE COURT: -- client living someplace now?

21 MR. POWELL: I'm sorry?

22 THE COURT: Where is your client living?

23 MR. POWELL: He does not live in that -- in that  
24 property.

1 THE COURT: But where does he live in Nevada?  
2 MR. POWELL: The condo that he has been living in  
3 that -- that also Nancy --  
4 THE COURT: So who do you --  
5 MR. POWELL: -- was living.  
6 THE COURT: -- who do you think is going to move  
7 into the -- the place.  
8 MR. PAYNE: Well, I just didn't want a dispute as --  
9 as if we re -- repossess the house or reoccupy the house. I  
10 didn't want to violate any court order and so I was just  
11 informing the Court. Raymond lived there for how long --  
12 THE COURT: Well --  
13 MR. PAYNE: -- two years before --  
14 MS. PAYNE: A year.  
15 MR. PAYNE: A year and a half.  
16 MS. PAYNE: A year and a half. Her -- their --  
17 their brother lived there pursuant to an agreement --  
18 THE COURT: And when --  
19 MR. PAYNE: -- in the fall.  
20 THE COURT: -- did he move out?  
21 MR. PAYNE: He was evicted, what, a month ago?  
22 MR. POWELL: Approximately. It was -- it was a few  
23 weeks ago. I think it was --  
24 MR. PAYNE: December 18th and he was --

1 MR. POWELL: Right.

2 MR. PAYNE: -- represented by Counsel. So after he  
3 moved out, then Monte listed the house for sale and here we  
4 are.

5 MS. PAYNE: Can I say something?

6 THE COURT: Yeah.

7 MS. PAYNE: So -- excuse me. He did move out by the  
8 deadline, then the house -- we found out our mother passed  
9 away the week before. So he was moving out. He had another  
10 residence. We didn't take everything out because we figured  
11 our mom passed away and -- and so now it's our house.

12 A week after the eviction -- well, there was a -- a  
13 seal put on the house. We never got to get the last bits of  
14 our property. But we went to go check the mail to sure we had  
15 our mail and then we found out that there's a sign in the  
16 yard. So the property that we had left behind, we don't know  
17 what happened to it. It -- I don't know if it got thrown  
18 away. It was my dad's papers. It -- a couple of things from  
19 our -- our family stuff. So we want to repossess the house so  
20 we can go back and make sure we can get our things back.

21 THE COURT: So Raymond's not going to move back in?

22 MS. PAYNE: No, sir.

23 THE COURT: Okay. Well, you and the attorney for  
24 the trustee will make arrangements for a time certain when you

1 can go back and -- and look at the place and remove your  
2 personal property and whatever is under discussion will -- you  
3 just take pictures of and -- and you can move them for  
4 protection. But some items will be given to you outright,  
5 some items may be under discussion with the trustee, but you  
6 can move them because otherwise they're big -- they're going  
7 to be left in a vacant home.

8 MR. PAYNE: Yes.

9 THE COURT: And whatever you have under discussion,  
10 make sure you take pictures of for future litigation on that.

11 MR. KIRSCHNER: And -- and Your Honor, we're not  
12 going to withhold them getting their personal belongings from  
13 them unreasonably, Your Honor. We're -- we're trying to do  
14 this --

15 THE COURT: Well --

16 MR. KIRSCHNER: -- by the books --

17 THE COURT: -- the --

18 MR. KIRSCHNER: -- and help with that.

19 THE COURT: You guys have never agreed on anything,  
20 so I'm glad there's some agreement.

21 MR. KIRSCHNER: Yeah.

22 THE COURT: I'm going to send this case to a  
23 settlement judge.

24 MR. KIRSCHNER: Could -- could we at least get an

1 opportunity first to get the --

2 THE COURT: If you get the discovery done.

3 MR. KIRSCHNER: Yeah, if we can --

4 THE COURT: Yeah.

5 MR. KIRSCHNER: -- get discovery. Give us about a  
6 hundred and twenty days I think Your Honor is more than  
7 reasonable for anything we can potentially want. And that's  
8 only really if we don't get the information we need from the  
9 other side that we're -- we're going to start engaging in  
10 discovery. So for right now, we're going to give the  
11 opportunity for them to provide us the information we need and  
12 then and only then will we decide hey, we got to issue a  
13 subpoena to find out further substantiating information. So  
14 it's not the goal to litigate to start with. The goal is to  
15 try to collaborate and then if collaboration does not work,  
16 then litigate.

17 THE COURT: So here is the situation. You're going  
18 to have to seriously think about that six month period if you  
19 and you would like to bring a lawsuit regarding your client,  
20 the mother, and your -- I don't know which --

21 MR. POWELL: He's --

22 THE COURT: -- injury was --

23 MR. POWELL: He -- he --

24 THE COURT: What --

1 MR. POWELL: -- is the trustee of his --  
2 THE COURT: But I don't know what injury was done to  
3 your client.  
4 MR. POWELL: Well, then -- and I can brief that and,  
5 you know --  
6 MR. HOLYOAK: If I may --  
7 THE COURT: But --  
8 MR. HOLYOAK: -- clarify, Your Honor.  
9 THE COURT: -- if we have to go that far --  
10 MR. POWELL: That's fine.  
11 THE COURT: -- we're still -- we're going to have to  
12 go back all the way back to point one is --  
13 MR. POWELL: Sure.  
14 THE COURT: -- whether your client should eve have  
15 been the trustee temporarily based upon the language of the  
16 trust. So I'm -- all I'm asking you is just seriously  
17 consider is -- is this going to be a productive lawsuit or is  
18 this is just going to be resulting in money being transferred  
19 out of the trust from your client and from this side --  
20 MR. POWELL: Understood.  
21 THE COURT: -- for no good reason. This Nancy  
22 Becker, does anyone have any issues with her appointment to be  
23 a settlement judge?  
24 MR. POWELL: I like Nancy Becker, so you've got my

1 vote of confidence.

2 MR. KIRSCHNER: No objection Your Honor at this  
3 time.

4 MR. PAYNE: No objection, Your Honor.

5 THE COURT: Okay. So we'll --

6 MR. HOLYOAK: To the extent that we're still on --  
7 and if our attorney's fees haven't been paid by that point, I  
8 don't have any objection.

9 THE COURT: Well, we haven't had a petition, had we?

10 MR. HOLYOAK: We haven't, but the -- the former  
11 trustee Monte has -- has approved our fees and assuming  
12 that --

13 MR. KIRSCHNER: I -- I need to see the fees before I  
14 can --

15 MR. HOLYOAK: Assuming --

16 MR. KIRSCHNER: -- give approval, Your Honor

17 MR. HOLYOAK: That that sticks with the new trustee,  
18 we -- we would anticipate --

19 THE COURT: Okay.

20 MR. HOLYOAK: -- payment.

21 THE COURT: Well, how -- how much assets do we have  
22 with property and trust?

23 MR. KIRSCHNER: Well, we need a valuation of the  
24 California house. That's a complete question mark on that



1 point. As far as the house in Las Vegas, I think --  
2 MR. POWELL: I -- I believe 300,00 was the --  
3 MR. KIRSCHNER: So 300,000 --  
4 MR. POWELL: -- estimated value.  
5 MR. KIRSCHNER: -- for that and then we have  
6 approximately \$40,000 in cash. So we're going to be closing  
7 in on probably million, Your Honor.  
8 MR. PAYNE: Your Honor, the inventory filed,  
9 \$796,748.  
10 THE COURT: Does that include --  
11 MR. HOLYOAK: But --  
12 THE COURT: -- the California property?  
13 MR. HOLYOAK: But there's no --  
14 MR. KIRSCHNER: Yes, Your Honor.  
15 MR. HOLYOAK: -- substantiation to that.  
16 THE COURT: Okay.  
17 MR. KIRSCHNER: And we're just looking for  
18 substantiation for everything, Your Honor.  
19 THE COURT: Okay. So you -- you'll be receiving an  
20 order soon that probably Justice Becker will be hearing your  
21 case if you guys don't resolve it among yourselves.  
22 MR. POWELL: Okay.  
23 THE COURT: I mean, we have brothers and sister. We  
24 have a -- we -- we're going to do the accounting. We're going

1 to have the accounting and we're going to follow the language  
2 of the trust. So I don't know why this has to be turned into  
3 a federal case.

4 MR. KIRSCHNER: And Your Honor, if you would like  
5 for today, I can take the first crack at the order and pass it  
6 back and forth between me and Mr. Cary the results of what  
7 you're asking for.

8 THE COURT: Yeah.

9 MR. KIRSCHNER: Or Mr. Payne, I apologize.

10 MR. PAYNE: No, that's fine.

11 MR. POWELL: Would Your Honor like me to submit a --  
12 a percent for our fees? Is that -- is that what I'm reading  
13 into what your question was earlier?

14 THE COURT: Well, considering everything, I think  
15 you should file a --

16 MR. POWELL: Okay.

17 THE COURT: -- petition and so I can -- we can have  
18 objections to it and we can have it resolved by the Court.

19 MR. POWELL: Okay. We will get that on.

20 THE COURT: Okay. So what -- the -- the home is  
21 going to remain vacant?

22 MR. KIRSCHNER: I would ask -- I -- I don't want to  
23 be --

24 THE COURT: That's not the -- seems to be a very

1 productive way --

2 MR. KIRSCHNER: It --

3 THE COURT: -- of handling this.

4 MR. POWELL: Or we can --

5 MR. KIRSCHNER: It -- it's --

6 MR. POWELL: -- deal with it right now.

7 MR. KIRSCHNER: -- not that I'm trying to make the

8 decision right this moment, Your Honor. It's that I want an

9 opportunity to speak with Mr. Payne about how we're -- how

10 we're going to be resolving that issue with the house.

11 THE COURT: I would --

12 MR. KIRSCHNER: -- whether --

13 THE COURT: -- recommend if Raymond wants to move

14 back in and he's lived there all this time that Raymond be

15 permitted to move back in at least to preserve the property

16 for no other reason.

17 MR. KIRSCHNER: I -- I think if --

18 THE COURT: A vacant home is dangerous in the city.

19 MR. KIRSCHNER: Completely understand, Your Honor.

20 I've -- I've seen break-ins happen over and over again.

21 THE COURT: Okay.

22 MR. KIRSCHNER: I just want to make sure I have an

23 opportunity to, one, discuss it with my client --

24 THE COURT: Well I'm --

1 MR. KIRSCHNER: -- as the trustee.

2 THE COURT: -- just putting that out as a

3 recommendation --

4 MR. KIRSCHNER: Okay.

5 THE COURT: -- that -- that you guys talk about that

6 and if there's a way to do that, to do it because a vacant

7 home isn't -- doesn't help anyone here.

8 MR. KIRSCHNER: So to confirm, we have jurisdiction

9 of the trust today. This Court has taken jurisdiction. The

10 Court's ordering the accounting for them, they have 45 days in

11 which to provide the accounting. Mr. Payne has seven day --

12 business bank days in which to turn over the thou -- the

13 \$400,000 plus that's being in his IOLTA account.

14 THE COURT: Minus the 6,000 that he's going to

15 give --

16 MR. KIRSCHNER: Minus 6 -- 6 -- that was --

17 THE COURT: 5,000.

18 MR. KIRSCHNER: -- 6,000 or 5,000?

19 THE COURT: 5,000.

20 MR. KIRSCHNER: Okay.

21 THE COURT: I'm sorry.

22 MR. KIRSCHNER: So minus the \$5,000 that's going to

23 be distributed to my -- well, put into an account that my

24 client has to account for for whatever funds --

1 MR. PAYNE: We'll -- we'll --  
2 MR. KIRSCHNER: -- administrative costs that are  
3 required that are going to be turning over --  
4 Not administrative costs.  
5 MR. POWELL: Fees related to the house.  
6 MR. KIRSCHNER: Fees related to the homes. I  
7 apologize, Your Honor. More -- more narrow on that. And  
8 they're going to be providing us the substantiating documents  
9 for like the accounting, right?  
10 THE COURT: That's -- that's what we resolved today,  
11 yes.  
12 MR. KIRSCHNER: Okay. Just making sure.  
13 THE COURT: Wait -- you said wait a minute, the --  
14 MR. PAYNE: Well, I -- I was a little confused about  
15 -- I think you clarified on the 5,000. On the -- on the IOLTA  
16 account, that's just a sub account at U.S. Bank that -- that's  
17 in the name of the trust, correct?  
18 MR. KIRSCHNER: We -- we want a separate frozen  
19 account. We don't want to --  
20 THE COURT: It --  
21 MR. KIRSCHNER: -- associate with --  
22 THE COURT: It's going to be an interest bearing  
23 account --  
24 MR. PAYNE: Right.

1 THE COURT: -- frozen.  
2 MR. PAYNE: Right.  
3 THE COURT: But it's not going to be in your trust  
4 account.  
5 MR. PAYNE: Okay.  
6 THE COURT: I don't care what facilities.  
7 MR. PAYNE: You want it titled in the name of the  
8 trust.  
9 THE COURT: Yes.  
10 MR. POWELL: It should be titled in the name of the  
11 trust.  
12 MR. KIRSCHNER: Titled --  
13 THE COURT: Yes.  
14 MR. KIRSCHNER: Titled -- titled in the name of the  
15 trust --  
16 MR. PAYNE: But also --  
17 MR. KIRSCHNER: -- for the trustee I am.  
18 MR. PAYNE: You're not making a ruling that this  
19 nomination by Monte is -- is the -- that Mrs. -- is it Utkka  
20 -- Utkka?  
21 MR. KIRSCHNER: Ut -- Utkin.  
22 MR. PAYNE: Utkin is the -- is the trust -- the new  
23 trustee, correct?  
24 THE COURT: I've not accepted that. I'm just

1 working with that right --  
2 MR. PAYNE: Correct.  
3 THE COURT: -- now. We're all working with that.  
4 MR. PAYNE: Gotcha. I just wanted to clarify.  
5 THE COURT: I'm working with it to try to save  
6 everyone some money.  
7 MR. PAYNE: And we are too. This -- Monte's --  
8 THE COURT: That's why --  
9 MR. PAYNE: The only -- the only provision --  
10 THE COURT: Once we get the accounting done, and I  
11 don't care who the trustee is, the trust -- the language is  
12 very clear. So it's going to go to them --  
13 MR. PAYNE: We represent --  
14 THE COURT: -- and it's going --  
15 MR. PAYNE: -- 90 --  
16 THE COURT: -- to go some to your client --  
17 MR. KIRSCHNER: Correct.  
18 THE COURT: -- pursuant to another trust.  
19 MR. PAYNE: We represent --  
20 MR. KIRSCHNER: Yeah.  
21 MR. PAYNE: -- 90 percent of the trust rest right  
22 here. 10 percent is what would go to Monte.  
23 THE COURT: Well, I -- I --  
24 MR. POWELL: Plus there is again like Your Honor

1 foreshadowed there is likely to be briefing on the issue of  
2 what damages were caused to Mrs. Christian by the fact that --  
3 THE COURT: I -- I said --  
4 MR. POWELL: -- she never received --  
5 THE COURT: I -- I --  
6 MR. POWELL: -- anything.  
7 THE COURT: I -- I foresee that and I'm asking it to  
8 stop.  
9 MR. POWELL: I understand and that's why once we see  
10 the accounting and then we'll hopefully go to Judge Becker at  
11 that point if needed --  
12 THE COURT: Okay.  
13 MR. POWELL: -- and then --  
14 THE COURT: Because your client --  
15 MR. POWELL: -- we go from there.  
16 THE COURT: -- got -- the the language after --  
17 after the death is very clear of the two settlors how much is  
18 going to go here --  
19 MR. POWELL: Sure.  
20 THE COURT: -- how much is going to go here.  
21 MR. POWELL: Yeah.  
22 THE COURT: We just have to figure out how much  
23 there is now and that's all -- I'm giving you time to do and  
24 preserve the estate until then.



1 MR. KIRSCHNER: And permitting discovery of a  
2 hundred and twenty days, is that fair, Your Honor?

3 THE COURT: For what reason?

4 MR. KIRSCHNER: In the event that we don't get the  
5 substantiation from the accounting and we need to issue  
6 subpoenas to get the financial documents that are under --  
7 supporting it, do we have that ability as part of this order?

8 THE COURT: You're going to be -- the case is going  
9 to be settled in a hundred and twenty days, so I'll -- I'll  
10 give you 90 days to do some discovery. But, you know, this is  
11 not going to be an attorney's fees case. I'm going to get  
12 this case resolved. They want their money. Your client wants  
13 your money. The -- the trust is written clearly enough after  
14 the doubt, there might have been some confusion before, but  
15 it's clear afterwards what's going to happen.

16 MR. KIRSCHNER: Okay.

17 THE COURT: So let's get the money determined and  
18 then let's get it passed to the proper owners afterwards. And  
19 Judge Becker will help you if you need help.

20 MR. HOLYOAK: Can the --

21 MR. KIRSCHNER: Thank you, Your Honor.

22 MR. HOLYOAK: Can the order include that the  
23 substitution of attorneys took place so that our firm is not  
24 still -- we're showing as representing Nancy Christian?

1 THE COURT: Who's --  
2 MR. KIRSCHNER: So release --  
3 THE COURT: -- representing Nancy Christian?  
4 MR. HOLYOAK: Well, our firm's still technically --  
5 THE COURT: You're client's deceased --  
6 MR. HOLYOAK: She's deceased --  
7 THE COURT: -- so you can put down --  
8 MR. HOLYOAK: -- but --  
9 THE COURT: -- in your --  
10 MR. HOLYOAK: -- but I just want --  
11 THE COURT: -- but are you withdrawing from the  
12 case?  
13 MR. HOLYOAK: I just wanted to -- to have it show  
14 that there was suggestion of death and substitution of  
15 attorneys so that --  
16 THE COURT: Or --  
17 MR. HOLYOAK: -- we're --  
18 MR. KIRSCHNER: We can do substitution of attorneys.  
19 THE COURT: And he's not substituting in for the  
20 mother, are you?  
21 MR. POWELL: Well --  
22 THE COURT: You represent the --  
23 MR. POWELL: -- we represent her -- her trust --  
24 MR. KIRSCHNER: And her estate.

1 MR. POWELL: -- and her -- her estate through her  
2 rights and -- and she -- what -- I -- I don't know if it's  
3 clear to Your Honor. She created a trust.  
4 THE COURT: Well, who's going to -- you represent  
5 Monte Reason.  
6 MR. POWELL: And he is trustee of --  
7 THE COURT: And --  
8 MR. POWELL: -- of Nancy Christian Trust.  
9 THE COURT: Okay.  
10 MR. PAYNE: Another --  
11 MR. POWELL: This is trust is --  
12 MR. PAYNE: Another --  
13 MR. POWELL: The --  
14 MR. PAYNE: -- trust.  
15 MR. POWELL: This trust is the Christian Family  
16 Trust. So just so you're clear. Nancy created a trust after  
17 the -- the Christian Family Trust --  
18 THE COURT: So do you --  
19 MR. POWELL: -- in '16.  
20 THE COURT: -- represent Monte Reason in any --  
21 MR. POWELL: Correct. As trustee of that trust.  
22 THE COURT: Well, isn't there a conflict?  
23 MR. POWELL: Which is why Monte Reason is no longer  
24 serving as trustee of the --

1 THE COURT: No, isn't there --  
2 MR. POWELL: -- Christian Family Trust.  
3 THE COURT: -- a conflict if you're going to  
4 represent him and the mother, potential interest in the past?  
5 MR. POWELL: I don't think so, Your Honor, because  
6 as to the Christian Family Trust, the -- there's two -- two  
7 issues. It is -- the one is what is clearly articulated in  
8 the document. The other question is -- is during Nancy  
9 Christian's lifetime after formation of that trust what  
10 damages --  
11 THE COURT: Well --  
12 MR. POWELL: -- occurred.  
13 THE COURT: -- for this purpose of this order, the  
14 substitution, you can -- it will reflect the substitution.  
15 I'm not clear whether there is a conflict in my own mind  
16 whether there's a conflict.  
17 MR. POWELL: And I can brief that Your Honor if need  
18 be.  
19 THE COURT: Okay.  
20 MR. POWELL: There shouldn't be a --  
21 THE COURT: I --  
22 MR. POWELL: -- a conflict --  
23 THE COURT: I don't want --  
24 MR. POWELL: -- though because --

1 THE COURT: -- anymore briefing. I want this --  
2 MR. POWELL: I understand.  
3 THE COURT: -- matter resolved.  
4 MR. POWELL: I hear you.  
5 MR. HOLYOAK: And there shouldn't be a conflict  
6 though because at no time did -- did I represent Monte and at  
7 no time did he represent Nancy. And so as of her death  
8 he's --  
9 THE COURT: I --  
10 MR. HOLYOAK: only representing Monte as for --  
11 THE COURT: I -- and just for the purpose of putting  
12 it on the record, your -- your client wanted more money.  
13 MR. HOLYOAK: She wanted what she was entitled to  
14 under the terms of the trust which included --  
15 THE COURT: She made a request --  
16 MR. HOLYOAK: -- which included living -- living --  
17 THE COURT: She made a request --  
18 MR. HOLYOAK: -- in the home that they --  
19 THE COURT: -- for more money and they --  
20 MR. HOLYOAK: -- that they prevented her from doing.  
21 THE COURT: -- rejected it. How much more money  
22 does she want?  
23 MR. HOLYOAK: Well, she -- well, she passed away.  
24 But at the time of her death there was -- there was --

1 THE COURT: Well, that's what going to determine the  
2 damages if we have --  
3 MR. HOLYOAK: Yeah.  
4 THE COURT: -- damages.  
5 MR. HOLYOAK: Sure. There was I believe a -- a  
6 hundred -- or almost a hundred thousand dollars that we  
7 calculated should have been paid to her through attorney's  
8 fees and through medical --  
9 THE COURT: In that six month period when he was  
10 the --  
11 MR. HOLYOAK: It was --  
12 THE COURT: -- trustee?  
13 MR. HOLYOAK: -- the --  
14 THE COURT: Because he became --  
15 MR. HOLYOAK: During -- no, no. Not from when he  
16 was trustee. From when they took over as trustees and  
17 sequestered the funds while he was trustee. It was almost a  
18 year and a half of period of time where she received  
19 nothing --  
20 THE COURT: Well, during that period --  
21 MR. HOLYOAK: -- and also --  
22 THE COURT: -- of time --  
23 MR. HOLYOAK: -- and also didn't -- was not --  
24 THE COURT: During that period --

1 MR. HOLYOAK: -- allowed to live in the house.  
2 THE COURT: -- of time they had the discretion to  
3 give her nothing.  
4 MR. HOLYOAK: They didn't have the discretion to  
5 prevent her from living in the house though and that's part of  
6 the -- the issue with the house.  
7 THE COURT: Okay.  
8 MR. HOLYOAK: And that's part of the calculation  
9 that went into those figures.  
10 THE COURT: Well, if you guys want to litigate  
11 everything you guys have -- have discussed here, you -- you  
12 might as well just give me all the money and I'll just  
13 distribute it to attorney's fees tomorrow. And then that --  
14 that will be the end of the trust.  
15 MR. HOLYOAK: To -- to be clear, I -- we're out of  
16 the case except to -- for our attorney's fees.  
17 THE COURT: Okay.  
18 MR. HOLYOAK: We've -- this is --  
19 THE COURT: Because I'm -- I'm not --  
20 MR. HOLYOAK: -- not me.  
21 THE COURT: -- going to permit all these back and  
22 forth. We want to get it resolved and get your client his  
23 money and put in -- so his money is going to go into a trust.  
24 Isn't that --

1 MR. POWELL: Well, it -- it --  
2 THE COURT: -- what this trust says?  
3 MR. POWELL: It -- through the Christian Family  
4 Trust, it stays -- his -- his share stays in trust as it's --  
5 as it's written.  
6 THE COURT: And who is -- who is going to be the  
7 trustee of that trust?  
8 MR. POWELL: Well, that's the issue --  
9 MR. PAYNE: Right here.  
10 MR. POWELL: -- Your Honor is who is --  
11 MR. PAYNE: No, it's --  
12 MR. POWELL: -- the trust --  
13 THE COURT: No. No. It's -- it's very clear who  
14 the trustee is.  
15 MR. PAYNE: It's very clear who the trustee --  
16 MR. POWELL: Okay.  
17 MR. PAYNE: -- is.  
18 THE COURT: Isn't it?  
19 MR. POWELL: I -- I don't know. I -- if -- if we're  
20 going to say by -- by --  
21 THE COURT: Well, you were --  
22 MR. POWELL: -- that or the answer was --  
23 THE COURT: You were -- you were trying to school me  
24 on the trust language.



1 MR. POWELL: No, I'm not.  
2 THE COURT: Okay.  
3 MR. POWELL: No -- no, I'm not --  
4 THE COURT: And --  
5 MR. POWELL: -- trying to --  
6 THE COURT: -- you forgot this part as she's going  
7 -- supposed to be the trustee of your client's new trust after  
8 the death of the mother.  
9 MR. POWELL: Okay.  
10 MR. PAYNE: That's correct.  
11 MR. POWELL: Okay.  
12 THE COURT: Okay. Thank you.  
13 MR. PAYNE: Your Honor, just.  
14 THE COURT: Who's going to prepare the order?  
15 MR. KIRSCHNER: I'll -- I'll take it.  
16 THE COURT: Run it over here. I want the -- the  
17 money part's going to be taken care of promptly, correct?  
18 MR. KIRSCHNER: Yes, Your Honor.  
19 THE COURT: Okay. And you're going to get the  
20 money.  
21 MR. KIRSCHNER: And name Jerimy Kirschner,  
22 J-e-r-i-m-y, last name Kirschner, K-i-r-s -- bar number 12012.  
23 THE COURT: And you're the attorney for a new  
24 trustee.

1 MR. KIRSCHNER: Yes, Your Honor.  
2 MR. PAYNE: Your Honor, just clarification. Am I --  
3 am I taking that 5,000 out of the 430 that --  
4 THE COURT: Yes, you are.  
5 MR. PAYNE: Okay. All right. Fine.  
6 THE COURT: Unless you have another place to take it  
7 from.  
8 MR. PAYNE: No. No. There -- there was -- there's  
9 one other account as we -- as we indicated that manages the --  
10 the account --  
11 THE COURT: No. No. You're taking it --  
12 MR. PAYNE: -- for your property.  
13 THE COURT: -- from the 400,00.  
14 MR. PAYNE: Fine. Fine, Your Honor.  
15 THE COURT: But I want it timely on both sides.  
16 MR. PAYNE: We understand.  
17 MR. KIRSCHNER: Thank you, Your Honor.  
18 MR. POWELL: Thank you very much.  
19 (PROCEEDINGS CONCLUDED AT 03:12:49)  
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24 \* \* \* \* \*

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ATTEST: I do hereby certify that I have truly and  
correctly transcribed the digital proceedings in the above-  
entitled case to the best of my ability.

*Adrian Medrano*

---

Adrian N. Medrano

IN THE MATTER OF THE  
CHRISTIAN FAMILY TRUST U/A/D 10/11/16

Electronically Filed  
Mar 27 2019 04:58 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

vs.  
ANTHONY L. BARNEY, LTD. and  
JACQUELINE UTKIN,  
Respondents.

SUSAN CHRISTIAN-PAYNE,  
ROSEMARY KEACH, and  
RAYMOND CHRISTIAN, JR.,  
Cross-Respondents.

Respectfully Submitted,  
ANTHONY L. BARNEY, LTD.

1

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II	Substitution of Real Party in Interest Pursuant to NRCP 17	000330-000331
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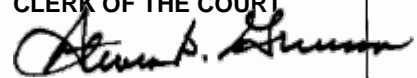
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Rosemary Keach, and Raymond Christian, Jr.*

6



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14 *Attorneys for Monte Reason, Trustee*

15 **EIGHTH JUDICIAL DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17  
18 In the Matter of the

Case Number: P-17-092512-T

19 THE CHRISTIAN FAMILY TRUST

Dept.: S

20 Dated October 11, 2016

21 **JOINT OBJECTION TO PETITION TO ASSUME JURISDICTION OF TRUST;**  
22 **CONFIRM TRUSTEES; INSTRUCTIONS, ETC.**

23 **AND**

24 **JOINT COUNTERPETITION TO ASSUME IN REM JURISDICTION OF THE TRUST,**  
25 **TO CONFIRM TRUSTEE, TO FIND BREACH OF FIDUCIARY DUTY,**  
26 **CONVERSION, AND FRAUD AGAINST FORMER TRUSTEES, TO INVALIDATE**  
27 **ALL TRANSFERS TO THE FORMER TRUSTEES AS THE PRODUCT OF UNDUE**  
28 **INFLUENCE, TO ORDER THE IMMEDIATE DELIVERY OF ALL TRUST ASSETS,**  
**AND TO IMPOSE A CONSTRUCTIVE TRUST**

1 Nancy Christian ("Nancy" or "Trustor"), by and through her attorneys at the law firm of  
2 Anthony L. Barney, Ltd., and Monte Reason, also known as Monte B. Reason and Monte Brian  
3 Reason, Trustee, by and through his attorney, Joseph J. Powell, Esq., of the law firm of  
4 Rushforth, Keifer & Lee, LLP, hereby file their above-referenced Joint Objection to Assume in  
5 Rem Jurisdiction of the Trust, to Appoint Trustee; Confirm Trustees; Instructions, Etc. and their  
6 Joint Petition to Assume in Rem Jurisdiction over the Trust, to Appoint Trustee, to find Breach  
7 of Fiduciary Duty, Conversion and Fraud Against Former Trustees, to Invalidate all Transfers to  
8 Former Trustees as the Product of Undue Influence, to Order the Immediate Delivery of all  
9 Trust Assets, and to Impose a Constructive Trust ("Objection and Counterpetition") requesting  
10 relief from this Court. This Objection and Counterpetition is based upon the pleadings and  
11 papers on file herein, the memoranda of points and authorities, any exhibits filed herewith, the  
12 Verifications attached hereto, and any oral arguments presented at the time of the hearing.  
13  
14

15 **MEMORANDUM OF POINTS AND AUTHORITIES**  
16 **ON OBJECTION**

17 **I. Facts Presented:**

18 On or before October 2017, Nancy and her husband were being cared for by the Former  
19 Trustees after Nancy's husband was released from the hospital in early 2016. Susan Christian-  
20 Payne ("Susan"), Raymond Christian, Jr. ("Raymond Jr."), and Rosemary Keach ("Rosemary")  
21 (collectively referred to as the "Former Trustees"), essentially forced their way back into Nancy  
22 and her husband's life in 2016 after being estranged from Nancy and her husband, Raymond T.  
23 Christian ("Raymond Sr.") for several years.<sup>1</sup> Susan and Raymond Jr. were abusive to both  
24  
25  
26  
27  
28

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<sup>1</sup> See Declaration of Jackie Utkin at page 2:18-20, attached hereto and incorporated herein as Exhibit A

1 Nancy and her husband and it is believed that they directly contributed to Raymond Sr.'s death.<sup>2</sup>

2 Rosemary appears to have simply followed along with her siblings, Susan and Raymond Jr.

3 On or around October 2016, Nancy and her husband Raymond Sr. (collectively  
4 "Trustors") were bedridden and/or physically weak.<sup>3</sup> Nancy believes that sedatives were  
5 administered to her by the Former Trustees in her food because she slept all the time, while  
6 under the guard of the Former Trustees.<sup>4</sup> Despite the Trustors' health while in the care of the  
7 Former Trustees, the Christian Family Trust dated October 11, 2016 ("Trust") was drafted and  
8 executed. The Trustors first met with David Grant, Esq., the drafting attorney on or around  
9 October 6, 2016.<sup>5</sup> The Trustors received no drafts of the documents prepared by Mr. Grant prior  
10 to signing the document on October 11, 2016. The stated purpose of the Trust was to provide for  
11 the Trustors, maintain them or the Survivor of them in their trust-owned property and,  
12 additionally, after the death of one of them, the Trust was also to provide for the Survivor's  
13 health, education, maintenance and support.<sup>6</sup>

14 Immediately after execution of the Trust, however, the Former Trustees started moving  
15 money from the Trustors' bank accounts, selling and buying properties, changing beneficiary  
16 designations to themselves on retirement accounts, and took lavish vacations to California with  
17 Trust funds to the exclusion of Nancy.<sup>7</sup> Their mistreatment of Nancy escalated.

18 Before Nancy was thrown out of her home by the Former Trustees, Nancy was suffering  
19 from chest pains and she attempted to call 911. One of the Former Trustees snatched the phone  
20 out of her hand, yelled at Nancy, and gave Nancy a pill that made her sleep all day. Under the

---

21 <sup>2</sup> See Exhibit A generally.

22 <sup>3</sup> Id. at page 3:1-2

23 <sup>4</sup> Id. at page 4:9

24 <sup>5</sup> See check to Grant, Morris, Dodds dated October 6, 2016, attached hereto and incorporated herein as Exhibit B

25 <sup>6</sup> See Christian Family Trust submitted in camera as Exhibit C, at Articles 3.1 and 4.3.

26 <sup>7</sup> See Exhibit A at page 4:21-28 and page 5:1-6

1 guard of the Former Trustees, Nancy's prescription medication for diabetes, heart problems, and  
2 high blood pressure went unfilled for two months.<sup>8</sup>

3 In a drunken rage, the Former Trustees kicked Nancy out of the home located at 2848  
4 Bluff Point Drive, Las Vegas, NV 89134 ("Bluff Point Home") on Christmas Eve because  
5 Nancy, being diabetic, refused to eat the pasta ordered by the Former Trustees for her.<sup>9</sup>  
6 Raymond Sr., eventually persuaded the Former Trustees to let Nancy return to be with him.  
7 Nancy's nephew was present at the Bluff Point Home when he heard Raymond Jr. tell Nancy  
8 that he wished she was dead already and tell her to "just go and die."<sup>10</sup>

9  
10 Again, on January 16, 2017 the Former Trustees kicked Nancy out of the home because  
11 she requested oatmeal for breakfast instead of the unhealthy food the Former Trustees were  
12 forcing on her. While throwing Nancy and her belongings out of the home, Raymond Jr. told  
13 Nancy, "I hope I never see your face again! I hope you die and I will piss on your grave."  
14 Raymond Jr. continues to reside in the Bluff Point Home to the exclusion of Nancy and will not  
15 leave although he has been requested to do so.<sup>11</sup> Again, this is against the terms of the Trust.<sup>12</sup>

16  
17 Shortly before Raymond Sr.'s death on January 31, 2017, the Former Trustees guarded  
18 Nancy and Raymond in shifts and communication from outside friends and family was halted.<sup>13</sup>  
19 The Former Trustees fed Raymond Sr. food which is not recommended for a diabetic.<sup>14</sup> The  
20 Former Trustees attempted to prevent Nancy from ever seeing or speaking to Raymond Sr.  
21 again. However, on one occasion about a week prior to Raymond Sr.'s death, Nancy was able  
22 to speak to him by telephone because a hospice nurse allowed him to call her. During this  
23  
24  
25

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26 <sup>8</sup> Id. at page 4:1-5

27 <sup>9</sup> Id. at page 4:17-19

28 <sup>10</sup> See Page 2, paragraph 11 of Declaration of Ray Iokia attached hereto and incorporated herein as Exhibit D.

<sup>11</sup> See Exhibit A at page 7:12-13

<sup>12</sup> See Exhibit C, at Article 4.4.

<sup>13</sup> See Exhibit A at page 3:11-22

1 telephone call, Raymond Sr. expressed his fear of the Former Trustees and indicated that his  
2 bank account had been emptied. Nancy told Raymond Sr. to leave and move in with her to her  
3 condo, however Nancy could hear the Former Trustees enter the room and the phone was  
4 abruptly hung up. This telephone call was the last contact Nancy had with her husband before  
5 he passed away. The Former Trustees informed Nancy by text message that Raymond passed  
6 away and they did not include Nancy in any funeral arrangements for Raymond Sr.<sup>15</sup>

8 During his last few weeks of life, Raymond Sr. expressed to his sister serious concerns  
9 regarding the Former Trustees, including: his fear that the Former Trustees were “cheating” him  
10 and Nancy;<sup>16</sup> a specific instance when Susan took a large sum of money from Raymond Sr.  
11 without his permission;<sup>17</sup> and, his fear that the Former Trustees would harm Nancy, physically,  
12 emotionally, or financially and that he was unable to prevent such harm.<sup>18</sup> Raymond’s sister has  
13 expressed her concerns that the Former Trustees procured their beneficial interest in the Trust as  
14 well as their control of the Trust through manipulation and threats against Raymond Sr.<sup>19</sup> Finally,  
15 in what may have been Raymond, Sr.’s dying wish, he made his sister promise to try and  
16 prevent the abuse and exploitation of Nancy by the Former Trustees.<sup>20</sup> After Nancy recovered  
17 from the effects of the mental, physical, and emotional abuse she suffered at the hands of the  
18 Former Trustees, she retained the undersigned attorney to investigate the matter and work on a  
19 solution. The undersigned sought information from the Former Trustees, made requests for  
20 information pursuant to the terms of the Trust and also made requests for distributions from the  
21  
22  
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25 <sup>14</sup> Id. at page 4:4-5

26 <sup>15</sup> Id. at page 4:24-25

27 <sup>16</sup> Id. at page 5:22-23

28 <sup>17</sup> Id. at page 5:24-25

<sup>18</sup> Id. at page 5:27-28

<sup>19</sup> Id. at page 6:1-2

<sup>20</sup> Id. at page 6:4-5

1 Trust for Nancy's physical and mental well-being. The Former Trustees refused to provide  
2 Nancy with any distributions from the Trust, which as they explained to Nancy was to increase  
3 their own beneficial interest at the death of Nancy.<sup>21</sup> Notably, the former Trustees did not offer  
4 to provide her even a penny of the trust funds.  
5

6 After being forced from the Trust owned property where she briefly lived with her  
7 husband before his death, Nancy currently lives in a 600-square foot condo which has a  
8 mortgage on it.<sup>22</sup> In contrast, one of the Former Trustees, Raymond, is currently living, rent-  
9 free, in the trust owned home which is nearly three (3) times as large as Nancy's condo, much  
10 newer and more comfortable than Nancy's condo, in a much safer area, and far more age  
11 friendly than Nancy's condo.<sup>23</sup> Nancy's current living situation is not the same custom and  
12 style to which the Trustors were accustomed during their joint lifetime. Nancy has monthly  
13 expenses beyond basic needs, including substantial medical expenses for her heart condition,  
14 diabetes, and high blood pressure. Furthermore, Nancy has been forced to hire an attorney to  
15 protect her from the malicious behavior of the Former Trustees.  
16  
17

18 Based in part on the Former Trustees' abusive treatment of Nancy, she chose to exercise  
19 her rights under the Trust to change Trustees. Article 9.3 of the Trust provides Nancy, the  
20 Survivor, the absolute power to change the Trustee of the Trust.<sup>24</sup> There is no limitation on this  
21 power and there is no language in the Trust which prevents the Survivor (Nancy) from changing  
22 the Trustee of the Trust, for any reason, or for no reason at all. Nancy considered her options  
23 with full knowledge of Monte Reason's past legal issues. Nancy was horrified at the thought of  
24  
25  
26

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27 <sup>21</sup> Id. at page 7:1-2

28 <sup>22</sup> See a picture of Nancy's condo attached hereto and incorporated herein as Exhibit E

<sup>23</sup> See pictures of the Trust owned home located on Bluffpoint Drive attached hereto and incorporated herein as Exhibit F

1 the Former Trustees continuing in their reign of terror over her and her property, which is the  
2 reason for which she exercised her right to change the Trustee of the Trust.

3 Nancy's attorney drafted the Modification and Designation of Trustee and Successor  
4 Trustee in accordance with Nancy's request.<sup>25</sup> Nancy's action to replace the Former Trustees  
5 was reviewed by an independent attorney, Sean Tanko, Esq., who also serves as the Probate  
6 Commissioner Pro Tem. Mr. Tanko provided a certificate of independent review pursuant to  
7 NRS 155.0975 wherein he certified that the action was not the product of fraud, duress, or  
8 undue influence.<sup>26</sup> This written instrument replacing the Former Trustees was provided to the  
9 Former Trustees on June 13, 2017.<sup>27</sup>

10 Then, on June 21, 2017, Nancy followed up with an electronic correspondence to alert  
11 Mr. Payne and the Former Trustees of the attorney for the new trustee, Monte Reason ("Mr.  
12 Reason") and to safeguard the trust assets until the Certificate of Incumbency was provided.<sup>28</sup>  
13 On June 27, 2017, Joseph Powell, Esq., counsel for Mr. Reason, provided Mr. Payne with a  
14 Certificate of Incumbency indicating that Monte Reason had been appointed as Trustee.<sup>29</sup>

15 However, three days later, on June 30, 2017, the Former Trustees removed \$267,902.53  
16 from the Trust bank account despite the fact that they had been given explicit notice of their lack  
17 of authority to act on behalf of the Trust.<sup>30</sup> They apparently deposited these funds into Mr.  
18 Payne's attorney client trust account. Furthermore, the Former Trustees appear to have removed

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23  
24 <sup>24</sup> See Exhibit C at Article 9.3 stating in part; "After the Death of the first Trustor to die, the surviving Trustor shall  
25 have the power to change the Trustee or Successor Trustee of the Trust by an instrument in writing signed by the  
26 surviving Trustor and delivered to the Trustee."

27 <sup>25</sup> See Modification and Designation of Trustee and Successor Trustee attached hereto and incorporated herein as  
28 Exhibit G

<sup>26</sup> See Certificate of Independent Review attached hereto and incorporated herein as Exhibit H.

<sup>27</sup> See Letter dated June 13, 2017 with Modification and Designation of Trustee and Successor Trustee attached  
hereto and incorporated herein as Exhibit I.

<sup>28</sup> See Email dated June 21, 2017 from Tiffany S. Barney, Esq., to Cary Colt Payne, Esq., attached hereto and  
incorporated herein as Exhibit J.

<sup>29</sup> See Certificate of Incumbency attached hereto and incorporated herein as Exhibit K.



1 an additional approximately \$160,000.00 from some other Trust owned accounts and deposited  
2 these into their attorney's trust account.<sup>31</sup> This appears to be an effort to prevent the Trustee  
3 from accessing the trust funds in order to limit Nancy from further uncovering and prosecuting  
4 the claims against the former Trustees. There is no justification for the Former Trustees' actions  
5 in this regard. On September 21, 2017, after Nancy received documentary evidence of the  
6 withdrawal of Trust funds, Nancy again requested that the Trust funds be provided to the new  
7 trustee.<sup>32</sup>

8  
9 Again, on October 6, 2017, Nancy requested that the Former Trustees provide the trust  
10 funds to the new trustee. The Former Trustees and their counsel were also put on notice that  
11 any use of the funds would be deemed conversion and any transfers deemed fraudulent.<sup>33</sup> As of  
12 the filing of this Petition, the Former Trustees have ignored any and all requests by Nancy, the  
13 trustor, or Mr. Reason, the successor trustee, to deliver the Trust funds to the successor trustee  
14 who is the rightful custodian of the Trust funds.  
15

16  
17 Further, the Former Trustees have requested that they receive distributions under the  
18 Trust, when there is no distribution authorized under the terms of the Trust to any person other  
19 than Nancy until after her death.<sup>34</sup> This is further proof that their only motive for sequestering  
20 the funds in a "blocked account" is solely for their own benefit.  
21  
22  
23

---

24 <sup>30</sup> See Bank Statement for Chase Bank Account attached hereto and incorporated herein as Exhibit L.

25 <sup>31</sup> See Inventory filed by the Former Trustees on October 25, 2017 showing a total of \$428,828.93 currently held in  
26 Mr. Payne's attorney client trust account. This amount represents a staggering 97% of the liquid assets of the Trust  
estate and is being held by the Former Trustees' attorney without any authorization under the terms of the Trust.

27 <sup>32</sup> See Letter from Tiffany S. Barney, Esq., to Cary Colt Payne, Esq., dated September 21, 2017, attached hereto  
and incorporated herein as Exhibit M.

28 <sup>33</sup> See letter dated October 6, 2017 from Tiffany S. Barney, Esq. to Cary Colt Payne, Esq., attached hereto and  
incorporated herein as Exhibit N.

<sup>34</sup> See Exhibit C at Article 6.1 of the Trust which the Former Trustees have alleged authorizes their requested  
distribution to themselves, indicating that distributions be made "[u]pon the death of both Trustors."

1 During a hearing before the honorable Judge Vincent Ochoa, Mr. Payne represented that  
2 his clients “sat at the table and negotiated the terms of the Trust.”<sup>35</sup> It is clear that the three  
3 Former Trustees were exerting inappropriate and undue influence by dictating the Trust terms.  
4

## 5 6 **II. Legal Authority and Argument**

7 The only cognizable claims from the Former Trustees’ petition were based upon NRS  
8 153.031 and NRS 163.115 and their requests for instructions, which will each be discussed  
9 below. There are no other cognizable claims beyond the request for this Court to provide  
10 instructions. If the Former Trustees believe they have raised any other claims in their petition,  
11 then Nancy and Mr. Reason reserve the right to address said claims when they are fully  
12 addressed or pled.  
13

14 The Former Trustees requested the following relief from this Court in their petition for  
15 instructions: 1) to divide the trust into a survivor’s trust and decedent’s trust,<sup>36</sup> 2) to confirm the  
16 Former Trustees as the co-Trustees;<sup>37</sup> 3) to remove Monte Reason as the trustee and limit his  
17 involvement;<sup>38</sup> 4) ordering the distribution of the net proceeds of the sale of the Dancing Vines  
18 property;<sup>39</sup> and 5) ordering a protective order on all assets from any distribution, except for the  
19 payment of mortgages, utilities, and the like, until final determination is made.<sup>40</sup>  
20

### 21 22 ***A. The Trust does not provide for the division of the Trust into a Survivor’s Trust and*** 23 ***Decedent’s Trust and this Court is prohibited from rewriting the provisions of the*** 24 ***Trust.***

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25  
26 <sup>35</sup> This is currently cited from the undersigned’s notes of the hearing, but a transcript of the hearing has been  
ordered and an official citation will be provided by way of supplement hereto.

27 <sup>36</sup> See Page 10, line 5 of Former Trustee’s Original Petition.

<sup>37</sup> See Page 10, line 6 of Former Trustee’s Original Petition.

28 <sup>38</sup> See Page 10, line 7 of Former Trustee’s Original Petition.

<sup>39</sup> See Page 10, line 8-9 of Former Trustee’s Original Petition.

<sup>40</sup> See Page 10, line 10-12 of Former Trustee’s Original Petition.

1 The Former Trustees have cited no provision of the Trust which would allow for the  
2 division of the Trust into a Survivor's Trust and a Decedent's Trust. Indeed, the Former  
3 Trustees are unable to cite a single reference to a Decedent's Trust, or even an Exemption Trust,  
4 because there is no such provision or reference exists.  
5

6 Instead, the Trust provides that upon the death of the first spouse to die, referred to as the  
7 "Decedent," the Trustee(s) are authorized to pay, from the Decedent's separate property or the  
8 Decedent's one-half share of community property, only the following: 1) administrative  
9 expenses; 2) expenses of last illness and funeral expenses of the Decedent; and 3) any debts  
10 owed by the Decedent.<sup>41</sup> Article 4.3 of the Trust, which immediately follows the list of allowed  
11 payments for the Decedent, states that "[a]ny remaining property, both income and principle of  
12 the Trust estate shall be retained in the survivor's Trust for the benefit of the Survivor."  
13 (Emphasis added)."<sup>42</sup> Nancy is the survivor and all Trust property remains in Trust for her  
14 benefit.  
15  
16

17 The Former Trustees' attempt to alter the terms of the Trust for their own benefit and to  
18 the detriment of the Nancy, the surviving Trustor, is one of many examples that evidence the  
19 breach of their fiduciary duty, which is discussed in further detail below. The Former Trustees'  
20 request to divide the Trust is contrary to the terms of the Trust and provides further evidence of  
21 their willingness to ignore Trust terms to Nancy's detriment and in defiance of her rights under  
22 the terms of the Trust. Lacking any support in the document for the division of the Trust, and  
23 lacking any citation to statute or case law that would justify their position in this regard, the  
24 Former Trustees request to divide the Trust should be denied.  
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<sup>41</sup> See Exhibit C at Article 4.2

<sup>42</sup> See Exhibit C at Article 4.3

1           ***B. The Former Trustees should not be confirmed because they have been replaced***  
2           ***according to the unambiguous Trust terms.***

3           The Former Trustees are no longer trustees because they have been replaced pursuant to  
4 the power to remove and replace trustees, specifically reserved to the Survivor in the Trust  
5 Agreement. Article 9.3 of the Trust provides, “[a]fter the death of the first Trustor to die, the  
6 surviving Trustor (Nancy) shall have the power to change the Trustee or the Successor Trustee  
7 of the Trust by an instrument in writing signed by the surviving Trustor and delivered to the  
8 Trustee.” There are no restrictions and no limitations on this power to remove the Trustee(s)  
9 after the death of the first Trustor to die. Furthermore, this particular provision is clear and  
10 unambiguous and no provision within the remainder of the Trust Agreement creates ambiguity  
11 in Article 9.3.  
12

13  
14           ***C. Article 9.3 is not a scrivener’s error and represents the intent of the Trustors***

15           In an attempt to retain control of the Trust for their own benefit and to the detriment of  
16 Nancy, the Former Trustees have alleged that Article 9.3 is a scrivener’s error. This argument  
17 lacks merit for several reasons. First, as previously briefed, “[i]f the language of the trust  
18 instrument is plain and capable of legal construction, that language determines the force and  
19 effect of the instrument . . . [and] extrinsic evidence will not be admitted to alter the plain  
20 language of the instrument.”<sup>43</sup> In dealing with the terms of a contract, which is analogous to the  
21 terms of a Trust, the Nevada Supreme Court has held that the terms of a contract are ambiguous  
22 only “if it is reasonably susceptible to more than one interpretation.”<sup>44</sup> The Former Trustees  
23 have failed to promulgate a reasonable alternative interpretation which would demonstrate  
24 ambiguity in Article 9.3, because there is no reasonable alternative interpretation. Therefore,  
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43 *Frei v. Goodsell*, 305 P.3d 70, 74, 2013 Nev. LEXIS 53, \*12-13, 129 Nev. Adv. Rep. 43, 2013 WL 3366670  
(Emphasis added.)

1 the Former Trustees have failed to overcome even the threshold question which might allow  
2 them to claim a scrivener's error – they have failed to show any ambiguity in Article 9.3.

3         Second, the inclusion of an entire paragraph which specifically reserves important rights  
4 to the Trustor is not a scrivener's error. Even if the Former Trustees overcome the threshold  
5 question and demonstrate ambiguity as to Article 9.3 of the Trust, the inclusion of the power to  
6 remove trustees is not a scrivener's error. A scrivener's error is "an error resulting from a minor  
7 mistake or inadvertence, esp. in writing or copying something on the record."<sup>45</sup> Black's Law  
8 Dictionary also provides several examples of what might be considered a scrivener's error  
9 including "typing an incorrect number, mistranscribing a word, or failing to log a call."<sup>46</sup> While  
10 many courts have grappled with the types of errors which may be deemed scrivener's errors,  
11 Virginia and Illinois Court have provided a workable benchmark for the term, which is in line  
12 with *Frei v. Goodsell* in Nevada. Scrivener's errors are only "those [errors which are] evidenced  
13 in the writing that can be proven without parol evidence."<sup>47</sup> Under Virginia and Illinois law, the  
14 Former Trustees' allegation of a scrivener's error again fails to clear the threshold question, in  
15 that it cannot considered a scrivener's error because it cannot be proven without parol evidence.  
16

17         Furthermore, among the states that provide a broader interpretation of a scrivener's  
18 error, specifically California and Kentucky, parol evidence is available to prove a scrivener's  
19 error; however, relief may only be granted if the error and the proper intent of the Trustor(s) or  
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26 <sup>44</sup> *Margrave v. Dermody Props.*, 110 Nev. 824, 827, 878 P.2d 291, 293, 1994 Nev. LEXIS 104, \*5

27 <sup>45</sup> See Black's Law Dictionary, seventh edition at page 563, scrivener's error provides no definition but refers the  
28 reader to the definition for clerical errors.

<sup>46</sup> *Id.*

<sup>47</sup> *Westgate at Williamsburg Condo. Ass'n v. Philip Richardson Co.*, 270 Va. 566, 576, 621 S.E.2d 114, 119, 2005  
Va. LEXIS 104, \*15, citing *Estate of Blakely v. Federal Kemper Life Assurance Co.*, 267 Ill. App. 3d 100, 640  
N.E.2d 961, 966, 203 Ill. Dec. 811 (Ill. Ct. App. 1994)

1 contracting party(s) can be shown by clear and convincing evidence.<sup>48</sup> The Kentucky Supreme  
2 court has held:

3       The remedy of reformation is appropriate where, by reason of an unintentional mistake  
4 by a scrivener or draftsman, the written agreement does not accurately reflect the intent  
5 of the parties. However, before the reformation of a written contract is warranted, it must  
6 be shown that the scrivener's product reflects something other than what was understood  
7 by both parties. Under the "doctrine of scrivener's error," the mistake of a scrivener in  
8 drafting a document may be reformed based upon parol evidence, provided the evidence  
is clear, precise, convincing and of most satisfactory character that the mistake has  
occurred and that the mistake does not reflect the intent of the parties.<sup>49</sup>

9       Here, even if the court were to diverge from the holding in *Frei v. Goodsell*, and the  
10 similar holdings in other jurisdictions and follow California and Kentucky's line of reasoning,  
11 reformation of the Trust based on a scrivener's error is not available unless the error itself and  
12 the true intent of the parties can be established by evidence which is clear, precise, convincing  
13 and of most satisfactory character. The un-verified statements made by the Former Trustees and  
14 the in-court representations made by their attorney Mr. Payne, provide strong evidence that the  
15 Section 9.3 of the Trust is **not** an error or a mistake. At the October 19, 2017 hearing, the  
16 Former Trustees indicated that they "sat at the table and negotiated the terms of the Trust."  
17 They have also referred to David Grant as their attorney and to the Trust as their trust.<sup>50</sup>

18  
19  
20       Additionally, the Former Trustees have placed an inordinate amount of emphasis upon  
21 their "Acceptance by Trustees," signed and notarized on the same day as the Trust and attached  
22 thereto. The "Acceptance by Trustees" indicates the following:

23       We certify that we have read the foregoing Declaration of Trust and understand the  
24 terms and conditions upon which the Trust estate is to be held, managed, and disposed of  
25

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26  
27 <sup>48</sup> *Estate of Duke*, 61 Cal. 4th 871, 874, 352 P.3d 863, 865, 190 Cal. Rptr. 3d 295, 297, 2015 Cal. LEXIS 5119, \*2,  
stating that a document may be reformed based on error only "if clear and convincing evidence establishes that the  
28 will contains a mistake in the expression of the testator's intent at the time the will was drafted and also establishes  
the testator's actual specific intent at the time the will was drafted."

<sup>49</sup> *Diversicare Leasing Corp. v. Adams*, 2017 Ky. App. LEXIS 3, \*17

<sup>50</sup> See Exhibit A of Former Trustees' opposition to the motion to dismiss filed September 15, 2017.

1 by us as Trustees. We accept the Declaration of Trust in all particulars and acknowledge  
2 receipt of the Trust property.<sup>51</sup>

3 With this language, the Former Trustees certified that they read and understood the terms of the  
4 Trust and accepted those terms. Among the drafting attorney, the two Trustors, and the Three  
5 Former Trustees, who all allegedly took part in formulating the terms of the Trust, six people  
6 reviewed the terms of the Trust and signed the document. Not a single person of those six  
7 individuals, including the Former Trustees or the drafting attorney raised an issue with Article  
8 9.3 of the Trust until the Former Trustees lost their strangle hold on the Trust. This provides  
9 strong evidence that the inclusion of Article 9.3 of the Trust represents the intent of the  
10 Trustor's, whose intent is the only intent which has any relevance regarding the terms of the  
11 Trust.  
12  
13

14 Additionally, the Former Trustees must be estopped from making claim a scrivener's  
15 error in a Trust of which the Former Trustees materially participated, which the Former Trustees  
16 read and understood, and which was executed with Section 9.3 while they sat at the table  
17 overseeing the negotiations and Trust terms.<sup>52</sup> The Former Trustees were, according to their  
18 attorney's representation in open court, intimately aware of the Trust terms that they negotiated,  
19 read and understood. The Former Trustees formally accepted the terms of the Trust "in all  
20 particulars," which provided Nancy a reasonable expectation that the Former Trustees would  
21 abide by the Terms as written. Nancy and Raymond were unaware that the Former Trustees  
22 intended to challenge the terms of the Trust if the document could be used later to remove them  
23  
24

25  
26 <sup>51</sup> See Acceptance of Trustees attached to the Trust at Exhibit C.

27 <sup>52</sup> Estoppel acts to prevent a party from taking altering their previous position if the following elements are  
28 applicable: "(1) the party to be estopped must be apprised of the true facts; (2) he must intend that his conduct shall  
be acted upon, or must so act that the party asserting estoppel has the right to believe it was so intended; (3) the  
party asserting the estoppel must be ignorant of the true state of facts; (4) he must have relied to his detriment on  
the conduct of the party to be estopped. See *Chequer, Inc. v. Painters & Decorators Joint Comm.*, 98 Nev. 609, 614,  
655 P.2d 996, 999, 1982 Nev. LEXIS 534, \*8

1 as Trustees of the Trust. Finally, Nancy exercised her rights under the Trust with the belief that  
2 the Former Trustees would abide by the terms, but the Former Trustees have initiated costly  
3 litigation to the detriment of Nancy. All the elements of estoppel are met and the Former  
4 Trustees should be prevented from taking any position contrary to their signed "Acceptance by  
5 Trustees."  
6

7 Lastly, there is strong evidence that the Trustors, and specifically Raymond Sr., intended  
8 to include the provisions of Article 9.3. Raymond, Sr. expressed concerns to his sister Jackie  
9 Utkin, that the Former Trustees would harm Nancy and expressed his concern that he and  
10 Nancy were being cheated by the Former Trustees. This expressed concern is entirely  
11 inconsistent with the Former Trustees claim that the Trustors desired to provide the Former  
12 Trustees the sole power to dictate Nancy's living conditions and financial conditions, without  
13 any kind of a check on their discretion.  
14

15 Likewise, Nancy has affirmed that Article 9.3 of the Trust as drafted is consistent with  
16 her intent both at the time she signed the document and now. Based on the stated desires of the  
17 Trustor's, any suggestion that no power to remove trustees be reserved could have only come  
18 from the Former Trustees when they were negotiating the terms of the Trust with whomever  
19 they negotiated.<sup>53</sup> Therefore, even if the Former Trustees could provide sufficient evidence that  
20 the attorney did not intend to include the provision of Article 9.3, as written, the Former  
21 Trustees will be unable to provide sufficient evidence that the exclusion of the removal power  
22 was the intent of the Trustors.  
23  
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28 <sup>53</sup> It should be noted that the Former Trustees conduct in negotiating the terms of the trust and participating in the creation and execution of the Trust is deeply concerning; thus, prompting the claims that are being pled in the counterpetition.



1       ***D. Monte Reason has been prevented from acting in his capacity as Trustee because***  
2       ***of the interference of the Former Trustees in attempting to fulfill his fiduciary***  
3       ***duties.***

4       Interestingly, the Former Trustees bring a removal action against Monte Reason, when  
5       he has not even been able to act in his capacity as Trustee or fulfill any fiduciary duties because  
6       of the interference of the Former Trustees. For the requested relief to have any teeth, they  
7       would need to show the circumstances warranting removal. There are none pled.

8       The possible reason for his removal is that Nancy didn't have the ability to change  
9       trustees due to a scrivener's error. This is false and Nancy hereby incorporates her argument  
10      regarding the alleged scrivener's error in Section B above as if set forth fully herein. Because  
11      there is absolutely no basis for removing Mr. Reason and no circumstances alleged warranting  
12      removal, this request should be denied.

13  
14      ***E. The Trust does not provide for a distribution before Nancy's death.***

15      The Former Trustees have argued that the Trust allows them to make a distribution of  
16      the proceeds of the sale of the Dancing Vines home during the lifetime of Nancy. The Former  
17      Trustees rely solely on Article 6.1(g) of the Trust to make such a request. However, Article  
18      6.1(g) at best allows for the proceeds of the sale of the Dancing Vines Property to be held until  
19      the death of the Surviving Trustor and distributed only after the survivor's death. This is  
20      confirmed by the reference in Article 6.1(g) to distribution under Article 6.1. Article 6.1  
21      specifically provides for distribution "[u]pon the death of both Trustors." Furthermore, Article  
22      4.4 requires, without discretion in the Trustee, that the proceeds from the sale of a trust owned  
23      residence be used at the direction of the survivor to purchase or build a new residence for the  
24      sole use of the Survivor. The purchase of a new residence with the proceeds of the sale of a  
25  
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28

1 trust owned residence would be impossible if the Trust required immediate distribution during  
2 the lifetime of the Survivor as the Former Trustees allege.

3 Most importantly, the Former Trustees' position would create a taxable gift exposing  
4 Nancy to tax liability. The proceeds of the sale of the Dancing Vines home was approximately  
5 \$194,000.00, and if Nancy were forced to make a distribution, Nancy would be making several  
6 lifetime gifts greater than the \$14,000.00 annual gift tax exclusion amount. All three of the  
7 Former Trustees would receive approximately \$40,000.00, which the IRS would treat as a  
8 taxable gift from Nancy. Nancy would be liable for several thousand dollars in gift taxes,  
9 during a time when, due to the Former Trustees' bad faith sequestration of the Trust assets,  
10 neither Nancy nor the proper Trustee of the Trust have access to the Trust funds to satisfy such a  
11 tax burden.  
12

13  
14 The Former Trustees' position to force a present distribution also subjects Nancy to  
15 mandatory filings of a Form 709 tax return. The failure to timely file such forms subjects a  
16 party to penalties from the IRS. The Former Trustees' willingness to expose Nancy to tax  
17 liability and IRS penalties in favor of their own interests supports a finding that they have  
18 breached their fiduciary duties under the terms of the Trust, because they administered the Trust  
19 for their own benefit to the detriment of Nancy, which will be discussed further below.  
20

21  
22 ***F. A protective order is warranted against the Former Trustees but not warranted  
23 against the successor trustee approved and appointed by the Trustor.***

24 Interestingly, the Former Trustees request the court issue a temporary restraining order  
25 until the court adjudicates their petition.<sup>54</sup> Since all funds are currently in the Former Trustees'  
26 possession and have been wrongfully sequestered by them, Nancy and Mr. Reason are not  
27 opposed to a protective order against their use of the Trust funds pursuant to NRS 155.123.  
28

1 However, there should not be a protective order against the approved and appointed trustee of  
2 the Trust so that the trust terms can be followed and provide for the health, maintenance and  
3 support of the surviving Trustor, Nancy.

4  
5 **MEMORANDUM OF POINTS AND AUTHORITIES**  
6 **ON COUNTERPETITIONS**

7 **I. Facts Presented**

8 Counter-Petitioners Nancy Christian and Monte Reason incorporate the Facts Presented  
9 section above in their Objection as if fully set forth herein.

10 **II. Legal Authority and Argument**

11 **A. IN REM JURISDICTION: The Court can take in rem jurisdiction over the Trust**  
12 **and Confirm the Trustee.**

13 Pursuant to NRS 164.010, this Court can obtain jurisdiction over the Trust as a  
14 proceeding in rem, where the Trustee resides or where the Trust has been domiciled.<sup>55</sup>  
15 Additionally, the Court may consider at the same time the appointment of the trustee.<sup>56</sup> Herein,  
16 the Trust is a Nevada trust which owns property in this state and the current trustee is a resident  
17  
18  
19

20 <sup>54</sup> See Page 9, lines 6-12 of Former Trustees' Initial Petition.

21 <sup>55</sup> **NRS 164.010** **Petition for assumption of jurisdiction; powers of court; petition for removal of trust from**  
22 **jurisdiction of court; determination of where trust is domiciled.**

23 1. Upon petition of any person appointed as trustee of an express trust by any written instrument other than a  
24 will, or upon petition of a settlor or beneficiary of the trust, the district court of the county in which the trustee  
25 resides or conducts business, or in which the trust has been domiciled, shall consider the application to assume  
26 jurisdiction of the trust as a proceeding in rem.

27 2. If the court grants the petition, the court:

(a) Has jurisdiction of the trust as a proceeding in rem;

(b) Shall be deemed to have personal jurisdiction over any person pursuant to NRS 164.045;

(c) May confirm at the same time the appointment of the trustee and specify the manner in which the trustee  
must qualify; and

(d) May consider at the same time granting orders on other matters relating to the trust, including, without  
limitation, matters that might be addressed in a declaratory judgment relating to the trust under subsection 2 of NRS  
30.040 or petitions filed pursuant to NRS 153.031 or 164.015 whether such matters are raised in the petition to  
assume jurisdiction pursuant to this section or in one or more separate petitions that are filed concurrently with the  
petition to assume jurisdiction.

<sup>56</sup> NRS 164.010(2)(c)

1 of the state of Nevada.<sup>57</sup> Before this trust proceeding, the Trustor exercised her right under  
2 Section 9.3 of the Trust to change her trustee and she did so.

3 Being free from undue influence, duress and menace, she appointed Monte Brian Reason  
4 as the Successor Trustee of her Trust and delivered the requisite documents to the Former  
5 Trustees. These documents included the Modification and Designation of Trustee and  
6 Successor Trustee and the Certificate of Incumbency.<sup>58</sup> The Modification and Designation of  
7 Trustee and Successor Trustee was independently reviewed by another attorney who provided a  
8 certificate of independent review certifying that the document was Nancy's intent and was not  
9 the product of fraud, undue influence, or duress.<sup>59</sup>

12 Therefore, Nancy requests that the Court take in rem jurisdiction over her Trust and  
13 appoint Monte Brian Reason as the Trustee of the Trust. She has properly executed the requisite  
14 documents to allow this change in trustee to take place pursuant to the terms of the Trust.

15 **B. BREACH OF FIDUCIARY DUTY: This Court should find that the Former**  
16 **Trustees breached their fiduciary duty to Nancy and Raymond Sr., Trustors of the**  
17 **Trust.**

18 Under Nevada law, a fiduciary relationship exists when one has the right to expect trust  
19 and confidence in the integrity and fidelity of another.<sup>60</sup> Herein, the Former Trustees were  
20 named Trustees of the Trust and accepted their roles as trustees. Therefore, they were tasked  
21 with fiduciary duties toward the Trust and its beneficiary, Nancy. However, they breached this  
22 duty when they engaged in acts that breached the duty of loyalty and engaged in self-dealing.

25 \_\_\_\_\_  
26 <sup>57</sup> See Exhibit C, and Assessor's printout of Bluff Point Drive property attached hereto and incorporated herein as  
27 Exhibit O.

28 <sup>58</sup> See Exhibit G and K.

<sup>59</sup> See Exhibit H.

<sup>60</sup> *Lopez v. Corral*, 2010 Nev. LEXIS 69 (Nev. 2010) citing *Powers v. United Servs. Auto. Ass'n*, 114 Nev. 690,  
700, 962 P.2d 596, 602 (1998) (Under Nevada law, "[a] fiduciary relationship exists when one has the right to  
expect trust and confidence in the integrity and fidelity of another."); See also BLACK'S LAW DICTIONARY PG. 640.

1           *i. Former Trustees owed Nancy fiduciary duties including the duty of loyalty*

2           Based on their confidential fiduciary relationships of Trustees, attorney's in fact, and  
3 caregivers with Nancy and Raymond Sr., the Former Trustees owed several common law duties  
4 to Nancy. One of the most basic duties imposed upon a fiduciary is the duty of good faith, also  
5 referred to as the duty of loyalty.  
6

7           The Nevada Supreme Court indicated that a fiduciary, "should do everything in his  
8 power to avoid a conflict of interest."<sup>61</sup> Nevada's statutory fiduciary duties described in NRS  
9 163 and 164 are applicable by analogy to other types of fiduciary relationships such as that of  
10 caretaker or attorney in fact. NRS 164.715 requires a trustee to manage Trust property solely in  
11 the interest of the beneficiaries. Herein, the Former Trustees failed to do so.  
12

13           Instead, all of the Former Trustees' actions have been to maximize or benefit their  
14 contingent interest in the Trust. They have sought to obtain distributions from the Trust  
15 prematurely before Nancy's death and to the detriment of Nancy by exposing her to tax liability  
16 and IRS penalties as discussed above. They refused to provide any distributions to Nancy,  
17 although she had made a reasonable request for payment to provide for her basic needs and  
18 additional expenditures. They have spent Trust funds for vacations and other personal expenses.  
19 They have removed money from the reach of the present Trustee.  
20

21           They have failed to avoid a conflict of interest between their contingent beneficial  
22 interest and the needs of the Trustor. They have even been brazen enough to call the Trust "our  
23 trust" (referring to the Former Trustees") and calling the former attorney for Nancy and  
24  
25  
26  
27

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28 "Fiduciary" (7<sup>th</sup> ed. 1999) (A fiduciary is "one who owes to another the duties of good faith, trust, confidence, and candor" or "one who must exercise a high standard of care in managing another's money or property.")

<sup>61</sup> *Riley v. Rockwell*, 103 Nev. 698, 701 (1987).

1 Raymond Sr. "our attorney".<sup>62</sup> All actions have been for their best interest in retaining as much  
2 of the Trust property as they can so they can receive the distributions therefrom while failing to  
3 provide for the health support and maintenance of the surviving Trustor and abide by the terms  
4 of the Trust.  
5

6 ii. The Former Trustees breached their fiduciary duties to Nancy by engaging in self-  
7 dealing.

8 Beyond attempting to maximize their contingent benefit from the Trust by refusing to  
9 make distributions to Nancy as the only current beneficiary of the Trust, The Former Trustees  
10 have actually gone one step further and made distributions to themselves in direct violation of  
11 the Terms of the Trust and their fiduciary duties thereunder. This is known as self-dealing.  
12

13 The Former Trustees wrote checks to themselves, purchased groceries, and other items  
14 for themselves and otherwise converted Trust money for their own benefit,<sup>63</sup> while at the same  
15 time failing to provide for Nancy's health, support and maintenance pursuant to the terms of the  
16 Trust.<sup>64</sup> They also spent Trust money on a "memorial trip", which was not authorized by the  
17 terms of the Trust or by Nancy.  
18

19 Additionally, upon information and belief, Former Trustees gained access to Raymond  
20 Sr's retirement accounts through fraud, undue influence, and/or duress. They caused Nancy to  
21 unknowingly sign away her right to obtain the money contained in her husband's retirement  
22 accounts. Raymond Christian Jr., received at least \$19,633.49 as part of his distributive share  
23  
24  
25

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26 <sup>62</sup> Exhibit A of Former Trustees' opposition to the motion to dismiss filed September 15, 2017.

27 <sup>63</sup> See select Chase bank checks and withdrawals attached hereto and incorporated herein as Exhibit P, showing  
28 checks written to the Former Trustees, and Withdrawals taken by the Former Trustees from Trust money that was  
not authorized by Nancy and was not for Nancy's benefit, to the tune of nearly \$300,000.00.

<sup>64</sup> Former Trustees refused to provide Nancy even one dime of Trust money although she was kicked out of her  
own home by Raymond Christian, Jr.

1 from this fraudulent transaction.<sup>65</sup> It is believed that Raymond Jr. and the other Former Trustees  
2 received additional amounts from Raymond Sr.'s accounts through undue influence, fraud, or  
3 duress.

4  
5 The Former Trustees have removed Nancy from the Trust owned home, which is **not**  
6 within the discretion granted to any trustee under the terms of the Trust. The Former Trustees  
7 then allowed Raymond Jr. to squat, rent free in the Trust owned home. Raymond Jr. has paid no  
8 rent to the Trust, he has not paid the bills to maintain the property and even now refuses to  
9 vacate the premises. Susan and Rosemary have encouraged Raymond to remain in the home  
10 without payment of rent or expenses to the Trust. Meanwhile, Nancy has been prevented from  
11 her use of the property as required under the terms of the Trust. This is a glaring example of the  
12 Former Trustees eagerness to benefit themselves to the detriment of Nancy.

13  
14 **C. CONVERSION: The Court should find that the Former Trustees have wrongfully**  
15 **converted Trust funds.**

16 In Nevada, conversion is defined "as a distinct act of dominion wrongfully exerted over  
17 another's personal property in denial of, or inconsistent with his title or rights therein or in  
18 derogation, exclusion, or defiance of such title or rights."<sup>66</sup> "All conversions may be divided  
19 into four distinct classes: (1) By a wrongful taking; (2) by an alleged assumption of ownership;  
20 (3) by an illegal user or misuser; and (4) by a wrongful detention. In the three first named  
21 classes, there is no necessity for a demand and refusal, as the evidence arising from the acts of  
22 the defendant, is sufficient to prove the conversion."<sup>67</sup> Herein, the Former Trustees engaged in  
23 a wrongful taking or alleged assumption of ownership of Nancy's property.  
24  
25

26  
27  
28 <sup>65</sup> See Wells Fargo Advisors statement and check to Raymond Christian Jr. attached hereto and incorporated herein as Exhibit Q.

<sup>66</sup> *Ferreira v. P.C.H., Inc.*, 105 Nev. 305, 308, 774 P.2d 1041, 1043, 1989 Nev. LEXIS 60, \*6 (Nev. 1989)

<sup>67</sup> *Robinson Mining Co. v. Riepe*, 40 Nev. 121, 129, 161 P. 304, 305, 1916 Nev. LEXIS 42, \*14 (Nev. 1916)

1           The Former Trustees took approximately \$267,902.53 from the Trust account after they  
2 had notice that they were removed as trustees. They took additional sums from other accounts  
3 belonging to the Trust or the Decedent.<sup>68</sup> They admittedly sequestered the money away from  
4 the current Trustee or the Trust beneficiary.<sup>69</sup> Trust funds are allegedly in a “blocked account”;  
5 however, the Former Trustees neither had the authority to transfer this money or sequester it  
6 away from the Trust.  
7

8           It is also strongly believed that the Former Trustees either forged or manipulated Nancy  
9 into signing transfer documents to obtain Raymond Sr.’s retirement accounts and life insurance  
10 accounts. It is known that Raymond Jr., has received part of Raymond Sr.’s IRA policy.<sup>70</sup> It is  
11 unclear whether Susan Christian-Payne or Rosemary Keach received any checks from the IRA.  
12 To the extent that they did, they have wrongfully and assumed unlawful detention over these  
13 assets.  
14

15           Nancy intends to present further evidence regarding Former Trustees wrongful taking of  
16 Nancy’s assets and their assumption of ownership over Nancy’s assets when it becomes  
17 available. However, from the court pleadings we are aware that the Former Trustees have  
18 wrongfully converted Trust funds from the current Trustee to the detriment of Nancy as well as  
19 funds intended for Nancy either from Raymond Sr.’s retirement accounts or life insurance  
20 accounts. The Trust has been wrongfully deprived of funds to pay Nancy’s necessary expenses,  
21 which is detrimental to her. Therefore, Nancy asks that this Court find that the Former Trustees  
22 have wrongfully converted Trust funds and funds intended for Nancy.  
23

24  
25 ///

26  
27  
28 <sup>68</sup> See Footnote 31 Supra.

<sup>69</sup> See Footnote 31 Supra.

<sup>70</sup> See Exhibit Q.



1       **D. FRAUDULENT TRANSFERS: The Former Trustees have committed fraudulent**  
2       **transfers in removing and sequestering funds from the Trust account.**

3       The Former Trustees have committed a fraudulent transfer as defined by the Uniform  
4       Fraudulent Transfer Act. NRS 112.180(1) states that “a transfer made or obligation incurred by  
5       a debtor is fraudulent as to a creditor, whether the creditor’s claim arose before or after the  
6       transfer was made or the obligation was incurred, if the debtor made the transfer or incurred the  
7       obligation; (a) with actual intent to hinder, delay or defraud any creditor of the debtor.” A  
8       creditor is defined as “a person who has a claim.”<sup>71</sup> A Trust is defined as a “person”.<sup>72</sup> A claim  
9       is defined as “a right to payment, whether or not the right is reduced to judgment, liquidated,  
10      unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable,  
11      secured or unsecured.”<sup>73</sup>

12  
13  
14      The Former Trustees were aware of the change in Trustee before they removed funds  
15      from the Trust account.<sup>74</sup> Their removal of Trust funds was nothing more than an attempt to  
16      hinder delay, or defraud the Trust by preventing access to such funds.

17      Furthermore, counsel for the Former Trustees was put on notice regarding his duty to  
18      inquire into the source of the funds provided to pay his attorney’s fees.<sup>75</sup> Other jurisdictions  
19      have indicated the following

20  
21      Lawyers who receive a conveyance under circumstances that should cause them to  
22      inquire into the reasons behind the conveyance must diligently do so, lest they be  
23      charged with knowledge of any intent on the part of transferor to hinder, delay, or  
24      defraud. A lawyer who blindly accepts fees from a client under circumstances that would  
25      cause a reasonable lawyer to question the client's intent in paying the fees accepts the  
26      fees at his peril.”<sup>76</sup>

26      <sup>71</sup> See NRS 112.150(4)

27      <sup>72</sup> See NRS 0.039

28      <sup>73</sup> See NRS 112.150(3)

<sup>74</sup> See Exhibit I.

<sup>75</sup> See Exhibit M.

<sup>76</sup> *In re Parklex Assocs., Inc.*, 2010 Bankr. LEXIS 2664, 435 B.R. 195, 53 Bankr. Ct. Dec. 179 (Bankr. S.D.N.Y. 2010), citing *S.E.C. v. Princeton Economic Int’l Ltd.*, 84 F. Supp. 2d 443, 446-47 (S.D.N.Y. 2000)

1 Counsel was requested that neither he nor his clients use or otherwise dispose of Trust property  
2 until it is returned to the rightful trustee. However, this was not done.  
3

4 The Court has frozen this money so that no further damages can be done by the  
5 fraudulent transfer.<sup>77</sup> However, there was damage from June 30, 2017 until October 31, 2017  
6 for the withholding of funds from Trust for Nancy's health, support and maintenance and there  
7 is ongoing damage until the Trustee is able to receive the funds make distributions pursuant to  
8 the terms of the Trust.  
9

10 Additionally, part of the transfers wrongfully placed into Mr. Payne's account and  
11 sequestered away from Nancy, were from accounts which were intended for Nancy through a  
12 beneficiary designation.<sup>78</sup> Therefore, these funds which could have passed outside the Trust are  
13 now included in the funds that have been blocked by the Court. Therefore, Nancy continues to  
14 be damaged by being unable to receive funds to pay for her health, support and maintenance as  
15 a result of the fraudulent transfers effectuated by the Former Trustees with Mr. Payne's aid.  
16

17 **E. UNDUE INFLUENCE: The Former Trustees are presumed to have procured all**  
18 **transfers to themselves through fraud, duress, or undue influence.**

19 The Nevada Supreme Court has stated the following  
20

21 The doctrine of equity concerning undue influence is very broad, and is based upon  
22 principles of the highest morality. It reaches every case, and grants relief 'where  
23 influence is acquired and abused, or where confidence is reposed and betrayed.' **It is**  
**specially active and searching in dealing with gifts, but is applied, when necessary,**  
**to conveyances, contracts executory and executed, and wills.**<sup>79</sup>

24 NRS 155.097(2) provides for the different bases for applying a presumption of undue influence  
25 and states:  
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27  
28

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<sup>77</sup> See Court Order filed on October 31, 2017.

<sup>78</sup> See Inventory filed on October 25, 2017.

- 1 2. Except as otherwise provided in subsection 4 and NRS 155.0975, **a transfer is**  
2 **presumed to be void** if the transfer is to a transferee who is:  
3 (a) The person who drafted the transfer instrument;  
4 (b) A caregiver of the transferor; who is a dependent adult;  
5 (c) A person who materially participated in formulating the dispositive provisions of the  
6 transfer instrument or paid for the drafting of the transfer instrument; or  
7 (d) A person who is related to, affiliated with or subordinate to any person described in  
8 paragraph (a), (b) or (c). (emphasis added)

9 This statute applies to transfers made:

10 [F]or less than fair market value, whether such transfer becomes effective during the life  
11 of the transferor or on or after the transferor's death and includes, without limitation:

- 12 1. A will;  
13 2. **A trust;**  
14 3. A deed; and  
15 4. **Any form, contract or other document which:**  
16 (a) Creates, conveys or transfers any interest in property;  
17 (b) Creates any type of joint ownership;  
18 (c) Establishes a right of survivorship;  
19 (d) **Designates a beneficiary;**  
20 (e) **Adds an authorized signer on any bank or brokerage account;**  
21 (f) **Creates or attempts to effectuate a nonprobate transfer to be effective**  
22 **upon the death of the transferor; or**  
23 (g) **Is intended to amend, modify, eliminate, supersede or revoke any other**  
24 **transfer instrument.**<sup>80</sup>

25 Herein, the statutory presumption applies to the Former Trustees based upon their roles  
26 as caregivers, their material participation in the Trust, and their other fiduciary relationships  
27 with the Trustors. Each presumption is discussed below. Nancy and Mr. Reason request that  
28 this court invalidate any and all transfers to the Former Trustees as a product of undue influence.

- 29 i. The Former Trustees have the presumption of undue influence against them as  
30 caregivers.

31 Under NRS 155.097 a transfer is presumed to be void if the transfer is made to a  
32 caregiver. Such a presumption does not apply if the presumed undue influencer receives no  
33

34 <sup>79</sup> *Peardon v. Peardon*, 65 Nev. 717, 767, 201 P.2d 309, 333, 1948 Nev. LEXIS 79, \*79 (Nev. 1948). Emphasis  
35 added.

36 <sup>80</sup> See NRS 155.0955 (emphasis added).

1 more than they would have received under intestacy, or if the transfer is reviewed by an  
2 independent attorney who certifies that the transfer is not the product of undue influence.<sup>81</sup> Once  
3 a showing is made that the presumption of undue influence is applicable, the presumed undue  
4 influencer must prove by clear and convincing evidence that the transfer was not the product of  
5 fraud, duress, or undue influence.<sup>82</sup>

7 Here the Former Trustees were caregivers to Nancy and Raymond at the time the Trust  
8 was drafted. As Raymond Sr.'s sister, Jackie Utkin, has indicated, the Former Trustees took  
9 control of the trustors' physical and financial affairs shortly before the drafting of the Trust.<sup>83</sup>  
10 The Former Trustees provided this care and received compensation for such actions.<sup>84</sup>  
11 Therefore, the Former Trustees have the presumption of undue influence against them while  
12 being caregivers to the Trustors. The Former Trustees must provide clear and convincing  
13 evidence that all transfers to them, including any testamentary transfers or transfers which  
14 become effective at the death of either or both Trustor, drafted during their reign as caregivers  
15 were not the product of undue influence, fraud, or duress.

18 ii. The Former Trustees' admission on the court record that they negotiated the terms  
19 of the Trust gives rise to a presumption of undue influence and the Former Trustees  
20 should be judicially estopped from taking a contrary position.

21 More concerning then their status as caregivers at the drafting of the Trust, is the Former  
22 Trustees' admission, through their counsel, that they "sat at the table and negotiated the terms of  
23 the Trust."<sup>85</sup> Such admission is identical in substance to the phrase provided in the statute, that  
24 a person "materially participated in formulating the dispositive provisions of the transfer  
25

26  
27 <sup>81</sup> See NRS 155.0975

28 <sup>82</sup> See NRS 155.097(3)

<sup>83</sup> See Exhibit A at page 3:6-7.

<sup>84</sup> See checks to Lee Keach, who is Rosemary's husband, Susan Payne, and Ray Christian Jr. in and around the end of 2016 attached hereto and incorporated herein as Exhibit R

1 instrument.”<sup>86</sup> The Former Trustees’ admission in this regard undeniably triggers the  
2 presumption of undue influence under NRS 155.097.

3         The Former Trustees may try to distance themselves from the representations made by  
4 their counsel in court wherein it was represented that they sat at the table and negotiated the  
5 provisions of the Trust; however, they are unable to do so. The Nevada Supreme Court held  
6 that, “[t]he implied power of an attorney to make admissions of fact on behalf of his client  
7 within the scope of his authority in conducting litigation, is beyond question. Admissions when  
8 so made by an attorney bind the client and dispense with the necessity of proof.”<sup>87</sup> *Gottwals v.*  
9 *Hanshue* further provides that “a litigant party shall not be permitted to deny the authority of his  
10 attorney of record, whilst he stands as such on the docket. He may revoke his attorney’s  
11 authority, and give notice of it to the court and to the adverse party; but whilst he so stands, the  
12 party must be bound by the acts of the attorney.”<sup>88</sup> Finally, an attorney of record has ample  
13 power to do on behalf of his client all acts, in or out of court, necessary or incidental to the  
14 prosecution, management or defense of the action.”<sup>89</sup> Mr. Payne’s statement in open court  
15 regarding his clients’ negotiation of the terms of the Trust conclusively establishes this fact. The  
16 Former Trustees may not depart from this admission, unless they allege that Mr. Payne violated  
17 his duty of candor to the court.

18         Secondly, judicial estoppel prevents the Former Trustees from taking an inconsistent  
19 position. Judicial estoppel applies where “(1) the same party has taken two positions; (2) the  
20 positions were taken in judicial or quasi-judicial administrative proceedings; (3) the party was  
21

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22         <sup>85</sup> See Footnote 35 Supra, see also Supplement filed by Former Trustees on September 15 and exhibit attached  
23 thereto referring to David Grant as the Former Trustees’ attorney and to the Trust as “our trust.”

24         <sup>86</sup> See NRS 155.097 above.

25         <sup>87</sup> See *Gottwals v. Rencher*, 60 Nev. 47, 52, 98 P.2d 481, 484, 1940 Nev. LEXIS 8, \*6, 126 A.L.R. 1262.

26         <sup>88</sup> Id

27         <sup>89</sup> *Garrett v. Hanshue*, 53 Ohio St. 482, 496, 42 N.E. 256, 260, 1895 Ohio LEXIS 96, \*21

1 successful in asserting the first position (i.e., the tribunal adopted the position or accepted it as  
2 true); (4) the two positions are totally inconsistent; and (5) the first position was not taken as a  
3 result of ignorance, fraud, or mistake.”<sup>90</sup> In the event that the Former Trustees claim that Mr.  
4 Payne’s representation to the court was perjurally offered, in an attempt to promulgate some  
5 alternative fact pattern which does not include their “negotiation of the terms of the Trust,”  
6 Judicial estoppel would prevent such a change in position.  
7

8 Presenting any other scenario than that admitted by Mr. Payne, would mean that the  
9 Former Trustees will have taken two positions, thereby satisfying the first element of judicial  
10 estoppel. These differing positions are taken in judicial proceedings, thereby satisfying the  
11 second element. The Former Trustees were successful in asserting the position that they  
12 negotiated the terms of the agreement as they avoided dismissal of their petition based in part on  
13 their claims to be parties to the agreement based on “[sitting] at the table and [negotiating] the  
14 terms of the Trust, which satisfies the third element. If the Former Trustees attempt to say they  
15 did not negotiate the terms of the Trust, it will satisfy the fourth element because it is  
16 completely opposite to their first position. One of the Former Trustees was present at the  
17 October 19, 2017 hearing on behalf of all other trustees and did not correct Mr. Payne, therefore  
18 the first position was not taken as a result of ignorance, fraud, or mistake, satisfying the fifth  
19 element. Therefore, judicial estoppel would prevent a change in their position from the one  
20 asserted at the October 19, 2017 hearing.  
21  
22  
23

24 The Former Trustees even identified David Grant as “their attorney” and the Trust as  
25 “our Trust.”<sup>91</sup> Furthermore, it has been discovered that the Former Trustees caused Nancy to  
26

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27  
28 <sup>90</sup> Brock v. Premier Trust, Inc. (In re Frei Irrevocable Trust), 390 P.3d 646, 652, 2017 Nev. LEXIS 14, \*10-11, 133  
Nev. 8, 133 Nev. Adv. Rep. 8

<sup>91</sup> See Exhibit A of Former Trustees’ opposition to motion to dismiss filed September 15, 2017.

1 unknowingly sign a document giving away her right to her husband's retirement proceeds.<sup>92</sup>  
2 Nancy and Mr. Reason have discovered sufficient evidence that the presumption of undue  
3 influence applies to Former Trustees regarding alleged the creation of the Trust and inter-vivos  
4 transfers to them from Nancy. Therefore, Nancy and Mr. Reason assert their claim of undue  
5 influence with the Former Trustees having the presumption of undue influence against them.  
6

7 iii. The Former Trustees had a fiduciary relationship with the Trustors such that the  
8 common-law presumption of undue influence is against them

9 Under Nevada common law, a presumption of undue influence applies "when a  
10 confidential fiduciary relationship exists and such fiduciary benefits from the questioned  
11 transaction."<sup>93</sup> This is summarized by the Nevada Supreme court which stated:

12 It is a rule of almost general acceptance that, where confidential relations between  
13 parent and child are shown to have existed and where a conveyance of property is made  
14 by the weaker to the dominant party, a presumption arises that the conveyance was  
15 obtained through the undue influence of the dominant party, and the burden is on the  
16 person claiming, under such a conveyance, to show that the transaction was bona fide. \*  
17 \* \*

18 And particularly should the presumption be indulged in in this case, where the  
19 conveyances were without consideration and where their effect was to deprive the other  
20 children of Robert O. Walters [the decedent] of their equal share in their father's estate.<sup>94</sup>

21 In addition to being caregivers, the Former Trustees maintained a confidential fiduciary  
22 relationship with Nancy based on their access to and control of Nancy's financial accounts. The  
23 Former Trustees were given access to Nancy's account for the limited purpose of helping Nancy  
24  
25  
26  
27

28 <sup>92</sup> See Beneficiary Change attached hereto and incorporated herein as Exhibit S.

<sup>93</sup> *Id.*

<sup>94</sup> *Schmidt v. Merriweather*, 82 Nev. 372, 376, 418 P.2d 991, 993-994, 1966 Nev. LEXIS 264, \*5-6 (Nev. 1966)

1 pay her bills.<sup>95</sup> This placed Former Trustees in a position of trust and imposed fiduciary duties  
2 upon them.<sup>96</sup>

3 They were also provided with the authority to make decisions on both the Trustors'  
4 behalf under powers of attorney executed on the same day as the Trust. Nancy was unaware  
5 that the Former Trustees were attempting to take her husband's life insurance proceeds and  
6 retirement funds thereby excluding her from receiving the same. Raymond Jr. has already taken  
7 a portion of Raymond Sr.'s life insurance money.<sup>97</sup> It is unknown whether Susan or Rosemary  
8 have done the same.

9  
10  
11 Notably, the power of attorney specifically and explicitly prevents them from taking  
12 actions against the Trustors. The language in the Power of Attorney for Financial Decisions  
13 specifically states:

14 An agent that is not my spouse MAY NOT use my property to benefit the agent or a  
15 person to whom the person owes an obligation of support unless I have include that  
16 authority in the Special Instructions<sup>98</sup>

17 During the time that the Former Trustees were acting as the attorney in fact of the Trustors,  
18 which is a fiduciary relationship, the Former Trustees benefited from several transactions. This  
19 triggers the presumption of undue influence under common law.

20 The Former Trustees have benefited from their actions in defiance of Nancy's rights and  
21 the plain language of the Power of Attorney for Financial Decisions. The Former Trustees  
22 frequently took money from Nancy's bank account for their personal benefit and thereafter,  
23

24  
25  
26 <sup>95</sup> Nancy is currently in the process of obtaining her bank records to show the joint ownership on her accounts with  
the Former Trustees and the emptying of her account after Raymond Sr. died.

27 <sup>96</sup> *Lopez v. Corral*, 2010 Nev. LEXIS 69 (Nev. 2010) citing *Powers v. United Servs. Auto. Ass'n*, 114 Nev. 690,  
700, 962 P.2d 596, 602 (1998) (Under Nevada law, "[a] fiduciary relationship exists when one has the right to  
expect trust and confidence in the integrity and fidelity of another.")

28 <sup>97</sup> See Exhibit P.

<sup>98</sup> See Page 4, paragraph 6 of Power of Attorney for Financial Decisions, attached hereto and incorporated herein as  
Exhibit T.



1 from the Trust account or Raymond Sr's life insurance or retirement accounts for their own  
2 personal benefit.

3 In summary, the Former Trustees had two separate confidential, fiduciary relationships  
4 with Nancy, namely that of agent and attorney in fact. They used these dominant positions to  
5 exert undue influence over the weaker parties, Nancy and Raymond Sr. Therefore, the  
6 presumption of undue influence is against them.

7  
8 iv. The Former Trustees must show by clear and convincing evidence that undue  
9 influence did not exist.

10 Under both statute and common law, when a party makes a prima facie showing that the  
11 presumption applies, the burden shifts to the defendant to show by clear and convincing  
12 evidence that there was no actual undue influence applied to the devise.<sup>99</sup> As briefed above,  
13 there are several separate ways to apply a presumption of undue influence against the Former  
14 Trustees.

15  
16 Under statute, the Former Trustees caregiving relationship to the Trustors triggers the  
17 presumption. There is also a presumption because the Former Trustees admittedly participated  
18 in the formulation of the material terms of the Trust. They also participated in the procurement  
19 and drafting of the change in beneficiary on Nancy's husband's retirement accounts. Lastly,  
20 there is also another presumption against the Former Trustees because of the confidential and  
21 fiduciary relationship they had with the Trustor and they benefited from the questioned  
22 transactions. Therefore, the Former Trustees must show by clear and convincing evidence that  
23 there was no actual undue influence applied to the testamentary dispositions in the Trust. The  
24 Former Trustees will be unable to provide clear and convincing evidence, sufficient to rebut this  
25  
26  
27

28 <sup>99</sup> *Caraveo v. Perez (In re Estate of Bethurem)*, 313 P.3d 237, 241, (Nev. 2013). See also NRS 155.0975(3) See also NRS 155.097(3).

1 presumption, therefore, Nancy and Mr. Reason request this Court invalidate all transfers to the  
2 Former Trustees as the product of undue influence.

3 **F. IMMEDIATE DELIVERY OF TRUST ASSETS: The Former Trustees should be**  
4 **ordered to immediately deliver all Trust assets to the new Trustee, Monte Reason.**

5 By order dated October 31, 2017 the court froze all trust assets.<sup>100</sup> While this is helpful  
6 to prevent the continued, unauthorized disposal of Trust assets by the Former Trustees, it also  
7 prevents the proper and authorized control and administration of the Trust by the Trustee of the  
8 Trust. The Former Trustees have provided no legal or factual basis to justify their retention of  
9 the Trust assets nor have they provided any legal or factual basis to justify an order preventing  
10 the new Trustee to control and administer the Trust pursuant to its terms. Therefore, Nancy and  
11 Mr. Reason respectfully request an order from this court for the immediate delivery of any and  
12 all Trust assets to Mr. Reason as Trustee of the Trust, and for an order unfreezing the assets  
13 upon as to Mr. Reason so that the Trust can be administered appropriately during the pendency  
14 of this litigation.  
15  
16

17 **G. CONSTRUCTIVE TRUST: The remedy of a constructive trust should be provided**  
18 **for any and all funds taken or received by the Former Trustees which funds were**  
19 **derived from the Trust, or any account or asset owned by either Trustor or jointly**  
20 **by both Trustors**

21 The Nevada Supreme Court has held that a “constructive trust will arise whenever the  
22 circumstances under which property was acquired makes it inequitable that it should be retained  
23 by him who holds the legal title, as against another, provided some confidential relationship  
24 exists between the two and provided the raising of the trust is necessary to prevent a failure of  
25 justice.”<sup>101</sup> A constructive trust is appropriate where: 1) there existed a confidential relationship  
26 between the parties; 2) the circumstances under which property was acquired make retention by  
27

28  

---

<sup>100</sup> See Court order filed October 31, 2017.

1 the party holding legal title inequitable; and 3) the constructive trust is necessary to prevent a  
2 failure of justice.

3  
4 As stated above, the Trustees have properly demonstrated that Former Trustees had a  
5 confidential fiduciary relationship towards Nancy based on their role as caregiver, their access  
6 to Nancy's financial accounts and their actions under a power of attorney. Therefore, the proper  
7 remedy to preserve Nancy's assets is to impose a constructive trust over the retirement account  
8 proceeds that were wrongfully taken from Nancy as set forth below:

9  
10 i. Former Trustees' retention of Trust property and personal property would be inequitable.

11 As detailed above, the Former Trustees have breached their duties as fiduciaries to  
12 Nancy and converted Trust property and Nancy's property through forgery, fraud, undue  
13 influence, and/or duress. They caused Nancy to sign a document which effectively eliminated  
14 her as beneficiary under Raymond Sr.'s retirement accounts through fraud, undue influence,  
15 duress, and possibly the use of a power of attorney. From the accounting provided on October  
16 25, 2017, at least \$160,926.40 was taken from the Oxford Life Insurance Account. In short,  
17 Nancy is currently the legal owner of the funds taken from Raymond Sr.'s retirement accounts  
18 or insurance policies. The circumstances whereby Former Trustees obtained these funds make  
19 their retention of such funds inequitable.

22 ii. The constructive trust is necessary to prevent a failure of justice.

23  
24 Essentially, without the imposition of a constructive trust, Former Trustees will be able  
25 to avoid paying restitution for the conversion and fraudulent transfers of Trust assets and  
26 Nancy's assets. Allowing Former Trustees to retain the funds he has converted would constitute  
27 a failure of justice. Therefore, the Trustees respectfully request that this court impose a  
28

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<sup>101</sup> *Schmidt v. Merriweather*, 82 Nev. 372, 375, 418 P.2d 991, 993, 1966 Nev. LEXIS 264, \*4 (Nev. 1966)

1 constructive trust on the retirement account and life insurance proceeds received from Raymond  
2 Sr., and any other account or asset shown to have been purchased with the money from Nancy's  
3 assets. Nancy requests that the court impose a constructive trust on any bank account wherein  
4 Former Trustees deposited any amount of money belonging to her.  
5

6  
7 **III. Conclusion and Requested Relief:**

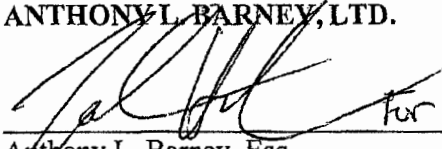
8 Based on the foregoing points and authorities, Nancy and Mr. Reason request the Court  
9 do the following:  
10


- 11 A. Deny the Former Trustees' Petition in its entirety;
- 12 B. Find that Former Trustees breached their fiduciary duties to Nancy during their tenures  
13 as trustees;
- 14 C. Find that Former Trustees converted Trust assets, Trust funds and Nancy's funds;
- 15 D. Find that Former Trustees engaged in fraudulent transfers of Trust assets, Trust funds,  
16 and Nancy's funds;
- 17 E. Allow the Trustees to present further evidence regarding other amounts believed to have  
18 been converted by Former Trustees;
- 19 F. Allow the Trustees to amend their claim to include other causes of action including but  
20 not limited to forgery, fraud, and larceny;
- 21 G. Find that Former Trustees are subject to the presumption of undue influence and must  
22 provide clear and convincing evidence that all transfer instruments transferring asset or  
23 beneficial interests to them was not procured through undue influence or that any alleged  
24 *inter-vivos* transfer was not the product of undue influence;  
25  
26  
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- 1 H. Invalidate all transfers to the Former Trustees as a product of undue influence;  
2 I. Order the immediate delivery of all Trust assets to Monte Reason as Trustee of the Trust  
3 to be administered under the terms of the Trust;  
4 J. Impose a constructive trust on Nancy's funds from Raymond Sr.'s retirement accounts  
5 and life insurance policies; and  
6 K. Award any other relief in Nancy or the Trust's favor as this court deems necessary and  
7 proper.  
8

9 DATED this 9<sup>th</sup> day of November, 2017.  
10

11 Respectfully Submitted,  
12 ANTHONY L. BARNEY, LTD.

13   
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15 NV State Bar No. 8366  
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27 Attorneys for Monte Reason, Trustee  
28

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DATED this 7<sup>th</sup> day of November, 2017.

Nancy Christian

**VERIFICATION**

I, Monte Reason, hereby declare under penalty of perjury that I have read the above and foregoing JOINT OBJECTION TO PETITION TO ASSUME JURISDICTION OF TRUST; CONFIRM TRUSTEES; INSTRUCTIONS, ETC. AND JOINT COUNTERPETITION TO ASSUME IN REM JURISDICTION OF THE TRUST, TO CONFIRM TRUSTEE, TO FIND BREACH OF FIDUCIARY DUTY, CONVERSION, AND FRAUD AGAINST FORMER TRUSTEES, TO INVALIDATE ALL TRANSFERS TO THE FORMER TRUSTEES AS THE PRODUCT OF UNDUE INFLUENCE, TO ORDER THE IMMEDIATE DELIVERY OF TRUST ASSETS, AND TO IMPOSE A CONSTRUCTIVE TRUST ("Objection and Counterpetition") and know the contents thereof. I am informed and believe the contents stated in the Objection and Counterpetition and upon the basis of such information and belief allege the same to be true.

DATED this \_\_\_\_ day of November, 2017.

  
\_\_\_\_\_  
Monte Reason

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*Attorney for Susan Christian-Payne,  
Rosemary Keach and Raymond Christian, Jr.*

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# **EXHIBIT A**

1 ANTHONY L. BARNEY, ESQ.  
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*Attorneys for Nancy Christian*

9  
10 **EIGHTH JUDICIAL DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 In the Matter of the

13 THE CHRISTIAN FAMILY TRUST

Case Number: P-17-092512-T  
Dept.: (PC-1) S

14 Dated October 11, 2016

15 **DECLARATION OF JACQUELINE UTKIN**

16  
17 I, Jacqueline Utkin under penalty of perjury, declare as follows:

- 18 1. I am a resident of the State of Hawaii and over the age of eighteen.
- 19 2. I am a retired Principal with the Miami Dade School District.
- 20 3. This Declaration is made and based on my own personal knowledge, except that
- 21 which is stated on information and belief; and, if called to testify, I could
- 22 competently do so.
- 23 4. I am Nancy Christian's ("Nancy") sister-in-law; Raymond T. Cristian, Sr.,
- 24 ("Tyrone") is my brother.
- 25 5. Susan Christian-Payne ("Susan"), and Rosemary Keach ("Rosemary") are my nieces
- 26 and Raymond Christian, Jr., ("Raymond, Jr.") is my nephew.
- 27
- 28

- 1 6. I have known Nancy ever since she married my brother, Tyrone the first time,  
2 approximately 55 years ago.
- 3 7. Even after Nancy and Tyrone divorced, I stayed in contact with Nancy.
- 4 8. I spoke to Nancy frequently during the events described herein and I continue to  
5 speak to her frequently.
- 6 9. I have personal knowledge that both Nancy and Tyrone were diabetic, but that  
7 Nancy was very careful to prepare only diabetic friendly meals for herself and her  
8 husband.
- 9 10. I spoke to Tyrone frequently before his last months of life, and as often as I could  
10 during his last months of life.
- 11 11. I have always admired Nancy as a wonderful human being, and an amazing wife and  
12 mother.
- 13 12. I have always known Nancy to be honest and have found her to have unimpeachable  
14 integrity.
- 15 13. I noticed that as Tyrone and Nancy aged, Susan, Rosemary, and Raymond Jr.,  
16 (collectively referred to as the "Siblings") became estranged from them, through no  
17 fault of Nancy or Tyrone.
- 18 14. I am personally aware that for nearly three years prior to Tyrone's last hospital stay,  
19 the Siblings had virtually no contact with Nancy or Tyrone.
- 20 15. During this three-year period, only Nancy's son Monte would check on Nancy and  
21 Tyrone and help them with their needs.
- 22 16. Shortly before October 2016, Tyrone was admitted to the ICU with serious health  
23 problems.
- 24  
25  
26  
27  
28

- 1 17. After his release, Tyrone was bedridden and sometimes barely conscious.
- 2 18. Nancy was also physically weakened by the whole ordeal.
- 3 19. Sensing their opportunity to seize control of Nancy and Tyrone's assets, the Siblings
- 4 roared back into Nancy and Tyrone's life.
- 5
- 6 20. The Siblings quickly wrested control of Tyrone's care away from Nancy, and
- 7 secured control of Nancy and Tyrone's finances.
- 8
- 9 21. The Siblings took Nancy's driver's license and sold her car.
- 10 22. They also began isolating Nancy and Tyrone from family and friends.
- 11 23. Specifically, I was frequently prevented from speaking to Nancy and Tyrone during
- 12 the Siblings reign as caregivers.
- 13 24. During the occasions when I was able to speak with Nancy, I would frequently hear
- 14 the Siblings, usually Susan screaming at Tyrone or Nancy.
- 15 25. The Siblings would frequently curse at their parents and demand information about
- 16 "the money."
- 17
- 18 26. I was very alarmed at this because I believed it to be abusive, I expressed my alarm
- 19 to Tyrone, who seemed embarrassed and told me that he felt helpless.
- 20 27. I know of other family members who were also prevented from speaking to Nancy
- 21 and Tyrone during this period.
- 22
- 23 28. I know that the Siblings excluded Nancy in much of the decision making regarding
- 24 Tyrone's daily care as well as other decision.
- 25 29. I am also aware that during the time that the Siblings were supposed to be caring for
- 26 Nancy and Tyrone, their health deteriorated.
- 27
- 28 30. I believe this was due to the poor treatment provided by the Siblings.

- 1 31. I know that Nancy's hearing aid was taken from her and that her medication was  
2 frequently withheld or unfilled by the Siblings.
- 3 32. I also know that the Siblings did not provide diabetic friendly food to either Tyrone  
4 or Nancy.
- 5 33. Nancy expressed to me that she was depressed and heart-sick over the way the  
6 Siblings were treating her and Tyrone.
- 7 34. Nancy relayed an instance to me when she was forced, by the Siblings, to take an  
8 unknown pill which made her sleep all day long.
- 9 35. I know of other instances when the Siblings tried to feed Nancy food which would  
10 have been very detrimental for her to eat as a diabetic.
- 11 36. The Siblings would yell at Nancy and curse at her for refusing to eat the unhealthy  
12 food they were trying to force upon her.
- 13 37. One such instance led to Nancy being kicked out of the home by the Siblings.
- 14 38. Around Christmas time, Nancy refused to eat the rich Italian food purchased by the  
15 siblings, this led to verbal abuse and eventually the Siblings physically removed  
16 Nancy from her Home.
- 17 39. They dropped her off at the Condo where Monte lives and left her there.
- 18 40. Sometime later, the siblings removed Nancy from the Condo where Monte lives only  
19 to kick her out of the home shortly before Tyrone's death.
- 20 41. Nancy was not invited to or even made aware of any funeral services for her  
21 husband.
- 22 42. The Siblings spent Trust money to travel to California, to rent an extravagant beach  
23 house, and to even enjoy a cruise when Tyrone passed away.
- 24  
25  
26  
27  
28

1 43. I know this because Tommy Christian, posted a tour of the beach house on Facebook  
2 and indicated that the Siblings were celebrating their Father's passing.  
3  
4 44. Although the Trust is for her benefit, I am aware that the Siblings have refused to  
5 provide Nancy with any money from the Trust, yet they have spent Trust money  
6 extravagantly for their own benefit.  
7  
8 45. When Nancy was kicked out of the home by the Siblings, for the first time, Raymond  
9 Jr. expressed his desire that she go and die already and told her that he will "piss on  
10 her grave."  
11  
12 46. I was appalled by this particular event, but I was also relieved that Nancy was away  
13 from the Siblings and their abusive behavior.  
14  
15 47. I know that Nancy's health has improved dramatically since moving in with her son  
16 Monte.  
17  
18 48. I know that Monte is caring and kind to Nancy and that she is much happier with him  
19 than with the Siblings.  
20  
21 49. I also know from my conversations with Nancy that she does not Trust the Siblings  
22 and believes that they hastened Tyrone's death and that they were attempting to  
23 hasten her death as well.  
24  
25 50. In the weeks leading up to his death, Tyrone expressed to me his fear that the  
26 Siblings were "cheating" him and Nancy.  
27  
28 51. He relayed to me a specific story about a large sum of money being taken from his  
pockets by Susan while he was in bed.  
52. He further expressed fear that the Siblings would harm Nancy, emotionally,  
financially, or physically, and that he was too weak to do anything to help her.

1 53. Based on my conversations with Tyrone, I am concerned that Tyrone was  
2 manipulated or threatened to put the Siblings in charge of the Trust.  
3  
4 54. Tyrone made me promise to help Nancy after his death and to try to prevent the  
5 abuse and exploitation of Nancy by the Siblings.  
6  
7 55. Based on these concerns expressed by my brother, I severed all ties to the Siblings,  
8 and told Nancy to contact her Attorney at the time, David Grant.  
9  
10 56. I understand that Nancy contacted Mr. Grant who spoke to Susan.  
11  
12 57. Shortly thereafter, Nancy informed me that Mr. Grant had refused to represent  
13 Nancy going forward.  
14  
15 58. This was deeply concerning to me.  
16  
17 59. Nancy hired Tiffany Barney, Esq., who has been helping to protect her from the  
18 abuse and harassment perpetrated by the Siblings.  
19  
20 60. I know that Nancy asked for a monthly stipend from the Trust because her current  
21 income outside the Trust is below the poverty level.  
22  
23 61. I also know that the Siblings refused to provide Nancy with a single cent from the  
24 Trust.  
25  
26 62. I know that the Siblings showed up to Nancy's condo and took her away from the  
27 home.  
28  
63. They tried to force her to fire her new attorney and move into an assisted living  
facility.  
64. Thankfully, Nancy's health was dramatically better than when she was previously  
under the Sibling's care, and she had the mental and physical strength to refuse the  
Sibling's demands.

1 65. Nancy told me that the Siblings explained that they would not provide her a monthly  
2 stipend because it would diminish their shares when she passed away.  
3  
4 66. After Nancy escaped the Siblings attempt to force her into an assisted living facility,  
5 I know that Nancy exercised her right to remove the Siblings from the Trust on or  
6 around June 2017.  
7  
8 67. I know that, despite his past mistakes, Nancy made Monte the new Trustee because  
9 she trusts Monte and has been completely devastated by the Siblings and their  
10 actions.  
11  
12 68. I also know that Nancy spoke to another attorney about this change in trustee.  
13  
14 69. I know that Raymond Jr. is currently residing in the Trust owned home without  
15 paying rent to the Trust.  
16  
17 70. I also know that the Siblings have refused to turn over the assets belonging to the  
18 Trust despite their removal as Trustees.  
19  
20 71. I have tried to avoid making public much of the information contained herein  
21 because I know that Nancy is embarrassed by the actions of her children – the  
22 Siblings – and what they have done to her and Tyrone.  
23  
24 72. However, given the abuse detailed herein and the continued abuse by the Siblings  
25 through the litigation they are now pursuing, and in order to keep the promise I made  
26 to my brother, I am providing this declaration to ensure that Nancy is not subject to  
27 continued abuse and exploitation.  
28  
73. Much of my knowledge is based on my conversations with Nancy and Tyrone which  
took place contemporaneously to the events described therein.



1 74. I have no reason to doubt the truthfulness of either Nancy's or Tyrone's statements  
2 to me

3 75 I request that I be able to testify by telephonic or video conference at any hearing  
4 where my testimony may be needed.

5 Executed on this 17 day of October 2017  
6

7   
8 Jacqueline Utkin  
9

# **EXHIBIT B**

**RAYMOND T CHRISTIAN**  
1060 DANCING VINES AVE  
LAS VEGAS, NV 89183-6320

1469

94-7074/3212 7126  
2417028780

10-6-2016

Date

Pay to the  
Order of

Grant Morris Dodds

\$ 2,200.00

Two Thousand And Two hundred dollars And <sup>no</sup>/<sub>100</sub> Dollars

Security  
Features  
Details on  
Back



Wells Fargo Bank, N.A.  
Nevada  
wellsfargo.com

For

Attorney

⑆321270742⑆ 2417028780⑆ 01469

520713000112 10/07/16 ABA &gt;122

PAY TO THE ORDER OF  
BANK OF NEVADA  
122481778  
FOR DEPOSIT ONLY  
GRANT MORRIS DODDS, PLLC  
7031835554 OPERATING

REQUEST 00006989910000000 2200.00  
ROLL ECIA 20161007 000008314526083  
JOB ECIA E ACCT 8250002417028780  
REQUESTOR U540701  
18774282 10/12/2017 Research 18774621

Summons and Subpoenas Department  
S4001-01F  
Phoenix AZ 85038

# **EXHIBIT C**

**SUBMITTED IN CAMERA**

# **EXHIBIT D**

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

9  
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.: (PC-1) S

14 Dated October 11, 2016

15 **DECLARATION OF RAYMOND IOKIA**

16  
17 I, Raymond Iokia under penalty of perjury, declare as follows:

- 18 1. I am a Nevada Resident and over the age of eighteen.
- 19 2. This Declaration is made and based on my own personal knowledge, except that
- 20 which is stated on information and belief; and, if called to testify, I could
- 21 competently do so.
- 22 3. I am Nancy Christian's ("Nancy") nephew.
- 23 4. Susan Christian-Payne ("Susan"), Rosemary Keach ("Rosemary"), Raymond
- 24 Christian, Jr., ("Raymond, Jr."), and Monte Reason ("Monte") are my cousins.
- 25 5. I lived in the home located at 2848 Bluff Point Dr., Las Vegas, NV 89134
- 26 ("Residence").
- 27
- 28

- 1 6. I was later informed that the Residence is an asset of the Christian Family Trust  
2 dated October 11, 2016 ("Trust").  
3  
4 7. At the time I lived in the Residence, I was unaware that it was an asset of the Trust  
5 because Raymond Jr., always referred to the Residence as "his home."  
6  
7 8. During the time I lived with Raymond Jr. I frequently overheard Susan, Rosemary,  
8 and Raymond yell at Nancy.  
9  
10 9. I am aware that Nancy was in poor health during the time Susan, Rosemary, and  
11 Raymond Jr. were taking care of her and my uncle Raymond T. Christian, Sr.  
12 ("Raymond Sr.").  
13  
14 10. I witnessed Susan, Rosemary, and Raymond Jr. kick Nancy, who was still in poor  
15 health, out of the Residence.  
16  
17 11. Specifically, I remember hearing Raymond Jr. tell his mother that "I wish you were  
18 dead already," and tell her to "just go and die."  
19  
20 12. I am aware that Susan, Rosemary, and Raymond Jr. isolated Nancy and her husband  
21 from much of their family by preventing personal visits and telephone calls.  
22  
23 13. At one point after Nancy's husband died, Susan, Rosemary, and Raymond Jr.  
24 attempted to force Nancy to live in an assisted living facility, which Nancy  
25 adamantly refused to do.  
26  
27 14. After Nancy was kicked out of the Residence and sent to live with Monte Reason,  
28 her health dramatically improved, which I believe is a result of the care and attention  
provided to her by Monte, which care and attention was denied her under the care of  
Susan, Rosemary, and Raymond Jr.

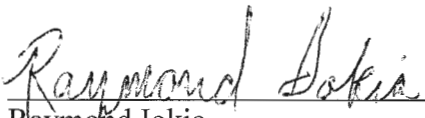


- 1 15. I am aware, based on conversations I overheard, and statements made to me, that  
2 Susan, Rosemary, and Raymond Jr. did not want to give Nancy any money from the  
3 Trust because they wanted to save it for themselves.  
4
- 5 16. I am also aware that Susan, Rosemary, and Raymond Jr. received substantial  
6 amounts of money from the Trust, and used Trust money to take at least one  
7 extravagant vacation where they rented a beach house, which I understand cost  
8 \$5,000.00 per week.  
9
- 10 17. I have heard rumors that Susan, Rosemary, and/or Raymond Jr. contributed to the  
11 death of Nancy's husband.  
12
- 13 18. Although I have no physical evidence to support these rumors, I believe they may be  
14 true.  
15
- 16 19. Nancy's husband was immediately cremated after his death, and before Nancy was  
17 informed that he had passed.  
18
- 19 20. The location of the remains of Raymond Sr. are unknown to any person other than  
20 Susan, Rosemary, and Raymond, Jr.  
21
- 22 21. I visit Nancy as often as I can; during nearly every visit, she expresses her belief that  
23 Susan, Rosemary, and/or Raymond Jr. purposely fed Raymond Sr. foods which he  
24 was prohibited from eating as a diabetic.  
25
- 26 22. Nancy believes Susan, Rosemary and Raymond Jr. did this to speed up Raymond  
27 Sr.'s passing.  
28
23. I have always known Nancy to be an honest woman, and a good mother and wife.  
24. She has been a great aunt to me.

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25. I have no reason to doubt any of statements Nancy has made to me regarding the  
treatment that she or Raymond Sr. received from Susan, Rosemary and Raymond Jr.

Executed on this \_\_\_\_ day of October 2017

  
Raymond Iokia

# **EXHIBIT E**



# **EXHIBIT F**



# **EXHIBIT G**



2

Inst #: 20170612-0001212  
Fees: \$18.00  
N/C Fee: \$0.00  
06/12/2017 11:47:46 AM  
Receipt #: 3109688  
Requestor:  
ANTHONY BARNEY LTD  
Recorded By: DROY Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**RECORDING REQUESTED BY:**

Anthony L. Barney, Ltd.  
3317 W. Charleston Blvd, Suite B  
Las Vegas, NV 89102

**Mail recorded declaration to:**

Nancy Christian, Trustor of the Christian Family Trust  
dated October 11, 2016  
304 Orland St., #39  
Las Vegas, NV 89107

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**MODIFICATION AND DESIGNATION OF TRUSTEE AND  
SUCCESSOR TRUSTEE**

LET IT BE KNOWN THAT:

I, Nancy Christian, Trustor of the Christian Family Trust dated October 11, 2016 (hereinafter "Trustor"), do hereby certify, designate, and declare as follows:

1. I am the Trustor of the Christian Family Trust dated October 11, 2016 ("Trust") as stated in Declaration of the Trust Agreement.

2. Pursuant to Section 9.3 of the Trust, the Trustor has the power to change the Trustee or Successor Trustee of the Trust by an instrument in writing signed by the surviving Trustor and delivered to the Trustee.

3. I hereby revoke all of my prior designations of Trustees of the Trust that were created, filed, recorded and/or executed prior to this date in whatever form they may exist (e.g. written, oral, by affidavit, by declaration or otherwise).

4. In accordance with Section 9.3 of the Trust, I now hereby designate the following individual(s) to serve as current Trustee and/or Successor Trustee of the Trust in the following order:

- 1) MONTE BRIAN REASON; otherwise,
- 2) WELLS FARGO BANK.

5. MONTE BRIAN REASON, as designated Trustee shall be empowered to act pursuant to the Trust provisions and, if appropriate, filing with the Recorder of each county in which Trust real property is located a Certificate of Incumbency or similar instrument thereto. The Certificate of Incumbency shall contain a statement setting forth



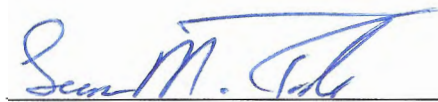
RESAPP000220

# **EXHIBIT H**

CERTIFICATE OF INDEPENDENT REVIEW

I, Sean M. Tanko, Esq., have reviewed the Modification and Designation of Trustee and Successor Trustee ("Instrument") and have counseled my client, Nancy Christian, on the nature and consequences of the change in Trustee to Monte Brian Reason and, thereafter, Wells Fargo Bank contained in the Instrument. I am disassociated from the interests of Nancy Christian to the extent that I am in a position to advise my client independently, impartially and confidentially as to the consequences and effect of the Instrument. On the basis of this counsel, I conclude that the Instrument that others might deem invalid pursuant to NRS 155.097 are valid because the Instrument is not the product of fraud, duress or undue influence.

DATED this 6<sup>th</sup> day of June, 2017.



Sean M. Tanko, Esq.  
Nevada State Bar No. 8904

# **EXHIBIT I**

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

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

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

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

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

**Neva Liebe**  
Administrative Assistant

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

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

June 13, 2017

Cary Colt Payne, Esq.  
CARY COLT PAYNE, CHTD.  
700 S. Eighth Street  
Las Vegas, NV 89101

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

VIA US FIRST CLASS MAIL AND EMAIL

Dear Mr. Payne,

We are in receipt of the documents provided by the former trustees of the Trust. My client hereby reserves her right to address and/or object to what appears to be the inappropriate use of Trust funds for the former trustees' personal expenses and vacations.

Please be on notice that our client has exercised her right under Provision 9.3 of the Trust to change the trustee of her trust. Please find enclosed the Modification and Designation of Trustee and Successor Trustee of the Trust ("Modification and Designation"), which makes this change. The recorded Modification and Designation of Trustee and Successor Trustee of the Trust is attached hereto as Attachment 1. Please be on further notice that she has also obtained an independent attorney review of the Modification and Designation to certify that she was not under any undue influence when the document was executed.

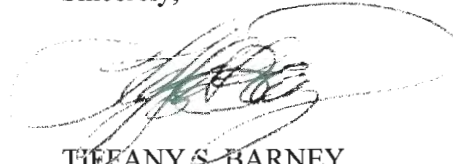
Therefore, we are putting your clients on notice that they are to immediately safeguard and retain all trust property, cease any further use of Trust funds for any purposes, and promptly turn over the Trust funds to the newly designated trustee. A Certificate of Incumbency will shortly follow. If such funds are not provided, our client will request that the court take jurisdiction over the trust and the newly designated trustee, and request that your client turn over the trust funds by court order.

Please be further advised that we reserve the right to bring all remedies under law that are available to our client for any malfeasance or bad acts by the former trustees.

This includes all past and present actions, as well as future actions taken by the former trustees after the date of this correspondence.

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 dark ink, appearing to read 'Tiffany S. Barney', is written over a faint, circular, dotted-line background.

TIFFANY S. BARNEY  
Attorney at Law  
[tiffany@anthonybarney.com](mailto:tiffany@anthonybarney.com)

Encl: Modification and Designation of Trustee and Successor Trustee

# **Attachment 1**

2

Inst #: 20170612-0001212  
Fees: \$18.00  
N/C Fee: \$0.00  
06/12/2017 11:47:46 AM  
Receipt #: 3109688  
Requestor:  
ANTHONY BARNEY LTD  
Recorded By: DROY Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**RECORDING REQUESTED BY:**

Anthony L. Barney, Ltd.  
3317 W. Charleston Blvd, Suite B  
Las Vegas, NV 89102

**Mail recorded declaration to:**

Nancy Christian, Trustor of the Christian Family Trust  
dated October 11, 2016  
304 Orland St., #39  
Las Vegas, NV 89107

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**MODIFICATION AND DESIGNATION OF TRUSTEE AND  
SUCCESSOR TRUSTEE**

**LET IT BE KNOWN THAT:**

I, Nancy Christian, Trustor of the Christian Family Trust dated October 11, 2016 (hereinafter "Trustor"), do hereby certify, designate, and declare as follows:

1. I am the Trustor of the Christian Family Trust dated October 11, 2016 ("Trust") as stated in Declaration of the Trust Agreement.

2. Pursuant to Section 9.3 of the Trust, the Trustor has the power to change the Trustee or Successor Trustee of the Trust by an instrument in writing signed by the surviving Trustor and delivered to the Trustee.

3. I hereby revoke all of my prior designations of Trustees of the Trust that were created, filed, recorded and/or executed prior to this date in whatever form they may exist (e.g. written, oral, by affidavit, by declaration or otherwise).

4. In accordance with Section 9.3 of the Trust, I now hereby designate the following individual(s) to serve as current Trustee and/or Successor Trustee of the Trust in the following order:

- 1) MONTE BRIAN REASON; otherwise,
- 2) WELLS FARGO BANK.

5. MONTE BRIAN REASON, as designated Trustee shall be empowered to act pursuant to the Trust provisions and, if appropriate, filing with the Recorder of each county in which Trust real property is located a Certificate of Incumbency or similar instrument thereto. The Certificate of Incumbency shall contain a statement setting forth



6. In the event that MONTE BRIAN REASON is unable or unwilling to serve as the designated Trustee, then WELLS FARGO BANK, as designated Successor Trustee shall be empowered to act pursuant to the Trust provisions and, if appropriate, filing with the Recorder of each county in which Trust real property is located a Certificate of Incumbency or similar instrument thereto. The Certificate of Incumbency shall contain a statement setting forth the circumstances and Trust provisions that entitle the Trustee to act and a declaration that the successor trustee agrees to be bound by the terms of the Trust and agrees to perform the duties of the trustee as required therein and by law.

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

Racey Christian

STATE OF NEVADA                         }  
                                                        }ss.  
COUNTY OF CLARK                         }

Notary Public  
**NEVA LIEBE**  
STATE OF NEVADA - COUNTY OF CLARK  
MY APPOINTMENT EXP. SEPT. 8, 2020  
No: 05-94934-1

Nova Label

RESAPP000228

# **EXHIBIT J**

## Anthony L. Barney

---

**From:** Tiffany Barney <tiffany@anthonybarney.com>  
**Sent:** Thursday, November 9, 2017 4:53 PM  
**To:** 'Zachary Holyoak'  
**Subject:** FW: Christian Family Trust

**From:** Tiffany Barney [mailto:tiffany@anthonybarney.com]  
**Sent:** Wednesday, June 21, 2017 9:42 AM  
**To:** 'Cary Colt Payne, Esq.'  
**Cc:** Anthony Barney; Secretary  
**Subject:** Christian Family Trust

Dear Mr. Payne –

As a follow up to my letter dated June 13, 2017, I wanted to alert you that Monte Reason has hired the Rushforth Firm to represent him as successor trustee of the Christian Family Trust. I was recently contacted by Joey Powell who indicated that they will be providing me with a Certificate of Incumbency shortly.

Again, please have your client's safeguard the trust funds and assets until such event occurs. I will provide you with the Certificate of Incumbency as soon as it is received.

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](mailto:tiffany@anthonybarney.com)

[www.anthonybarney.com](http://www.anthonybarney.com)

This e-mail message is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally privileged. This message and any files attached hereto are confidential and are for the sole use of the intended recipient. IF YOU ARE NOT THE INTENDED RECIPIENT OF THE MESSAGE, PLEASE NOTIFY THE SENDER IMMEDIATELY BY RETURN E-MAIL OR TELEPHONE (702.438-7878), DELETE THE ORIGINAL MESSAGE INCLUDING ALL ATTACHMENTS, AND DESTROY ALL HARD COPIES. ANY UNAUTHORIZED REVIEW, DISTRIBUTION, DISCLOSURE, COPYING, USE, OR DISSEMINATION, EITHER WHOLE OR IN PART, IS STRICTLY PROHIBITED. If you are the intended recipient, please be aware that since e-mails can be altered electronically, the integrity of this communication cannot be guaranteed without using digital signatures or encryption. If you are interested in sending or receiving PGP-signed or PGP-encrypted e-mail, let me know. The attorney-client privilege may apply to this message, but such privilege may be lost if it is shared with someone other than an employee of Anthony L. Barney, Ltd. or of another attorney or law firm who represents you. In accordance with Internal Revenue Service Circular 230, we hereby advise you that if this email or any attachment hereto contains any tax advice, such tax advice was not intended or written to be used, and it cannot be used, by any taxpayer for the purpose of avoiding penalties that may be imposed on the taxpayer by the Internal Revenue Service.

# **EXHIBIT K**

Inst #: 20170710-0000798

Fees: \$19.00

N/C Fee: \$0.00

07/10/2017 10:54:50 AM

Receipt #: 3135150

Requestor:

RUSHFORTH LEE & KIEFER LLP

Recorded By: SCHIABLE Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 138-18-611-074

RECORDING REQUESTED BY and  
when recorded, mail to:  
The Rushforth Firm, Ltd.  
P. O. Box 371655  
Las Vegas, NV 89137-1655

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## CERTIFICATE OF INCUMBENCY

### *AFFIDAVIT OF INCUMBENT TRUSTEE OF THE CHRISTIAN FAMILY TRUST*

MONTE REASON, under penalties of perjury, does hereby certify and says that:

1. On October 11, 2016, **NANCY CHRISTIAN**, also known as **NANCY I. CHRISTIAN**, established, along with her late husband, **RAYMOND T. CHRISTIAN**, also known as **RAYMOND T. CHRISTIAN, SR.**, a revocable Trust entitled the "CHRISTIAN FAMILY TRUST" (the "Trust").
2. Under the terms of said Trust, **ROSEMARY K. CHRISTIAN-KEACH**, **RAYMOND T. CHRISTIAN, JR.**, and **SUSAN G. CHRISTIAN-PAYNE**, were designated as co-Trustees. However, the surviving Trustor, **NANCY CHRISTIAN** retains the power to remove any or all trustees and appoint a replacement trustee, which she has done.
3. Section 9.3 of the Trust, titled "Power to Change Trustee" provides for the following:

*During the joint lifetime of the Trustors, Trustors may change the Trustee or Successor Trustee of this Trust by an instrument in writing, signed by both Trustors, and delivered to the Trustee. In the event that either Trustor should become incapacitated, the other Trustor shall retain the power to change the Trustee of Successor Trustee of this Trust by an instrument in writing, signed by such Trustor and delivered to the Trustee. After the death of the first Trustor to die, the surviving Trustor shall have the power to change the Trustee or Successor Trustee of the Trust by an instrument in writing signed by the surviving Trustor and delivered to the Trustee.*

4. In accordance with the right afforded to her under Section 9.3 of the Trust, **NANCY CHRISTIAN** executed a "Modification and Designation of Trustee and Successor Trustee" on June 12, 2017 in which she expressly removed the then serving co-trustees



# **EXHIBIT L**

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION  
GROUP ID G01Sep17-1440  
Sequence number   Posting date   Amount



**CHASE PRIVATE CLIENT**  
JPMorgan Chase Bank, N.A.  
P O Box 659754  
San Antonio, TX 78265 - 9754

June 01, 2017 through June 30, 2017  
Primary Account: **000000446556040**

**CUSTOMER SERVICE INFORMATION**

Web site: **Chase.com**  
Service Center: **1-888-994-5626**  
Deaf and Hard of Hearing: **1-800-242-7383**  
International Calls: **1-713-262-1679**

00035887 DRE 703 210 18217 YNNNNNNNNN 1 000000000 60 0000  
CHRISTIAN FAMILY TRUST  
SUSAN G CHRISTIAN-PAYNE TRUSTEE  
OR RAYMOND TYRONE CHRISTIAN TRUSTEE  
2848 BLUFF POINT DR  
LAS VEGAS NV 89134-8934



ASSETS			
Checking & Savings			
	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Private Client Checking	000000446556040	\$5,080.52	\$4,599.31
Chase Private Client Savings	000003008644816	272,902.53	5,012.98
Total		\$277,983.05	\$9,612.29
Investments			
	ACCOUNT	MARKET VALUE PRIOR PERIOD	MARKET VALUE THIS PERIOD
Chase Investment Account as of	*****1311	0.00	0.00
Total		\$0.00	\$0.00
Please review the important disclosures following the Consolidated Balance Summary.			
Investment accounts and insurance products are: Not a Deposit - Not FDIC Insured - Not Insured by any Federal Government Agency - Not Guaranteed by the Bank - May Go Down In Value.			
TOTAL ASSETS		\$277,983.05	\$9,612.29

All Summary Balances shown are as of June 30, 2017 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.

Securities and investment advisory services are offered through J.P. Morgan Securities LLC. (JPMS). JPMS, a member of FINRA and SIPC, is an affiliate of JPMorgan Chase Bank, N.A.



THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION  
GROUP ID G01Sep17-1440  
Sequence number Posting date Amount



CHASE PRIVATE CLIENT

June 01, 2017 through June 30, 2017  
Primary Account: 000000446556040

CHRISTIAN FAMILY TRUST  
SUSAN G CHRISTIAN-PAYNE TRUSTEE  
OR RAYMOND TYRONE CHRISTIAN TRUSTEE

Account Number: 000000446556040

CHECKING SUMMARY

	AMOUNT
Beginning Balance	\$5,080.52
Deposits and Additions	800.04
Checks Paid	-1,281.25
Ending Balance	\$4,599.31
Annual Percentage Yield Earned This Period	0.01%
Interest Paid This Period	\$0.04
Interest Paid Year-to-Date	\$0.26

CHECKS PAID

CHECK NUMBER	DATE PAID	AMOUNT
2123 ^	06/14	\$1,281.25
Total Checks Paid		\$1,281.25

If you see a check description in the Transaction Detail section, it means your check has already been converted for electronic payment. Because of this, we're not able to return the check to you or show you an image on Chase.com.  
^ An image of this check may be available for you to view on Chase.com.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$5,080.52
06/14	Check # 2123	-1,281.25	3,799.27
06/16	Remote Online Deposit 1	800.00	4,599.27
06/30	Interest Payment	0.04	4,599.31
	Ending Balance		\$4,599.31

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION  
GROUP ID G01Sep17-1440  
Sequence number Posting date Amount



CHASE PRIVATE CLIENT

June 01, 2017 through June 30, 2017  
Primary Account: 000000446556040

CHRISTIAN FAMILY TRUST  
SUSAN G CHRISTIAN-PAYNE TRUSTEE  
OR RAYMOND TYRONE CHRISTIAN TRUSTEE

Account Number: 000003008644816

SAVINGS SUMMARY

	AMOUNT
Beginning Balance	\$272,902.53
Deposits and Additions	12.98
Other Withdrawals	-267,902.53
Ending Balance	\$5,012.98
Annual Percentage Yield Earned This Period	0.06%
Interest Paid This Period	\$12.98
Interest Paid Year-to-Date	\$66.56

The monthly service fee for this account was waived as an added feature of Chase Private Client Checking account.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$272,902.53
06/30	06/30 Withdrawal	-267,902.53	5,000.00
06/30	Interest Payment	12.98	5,012.98
	Ending Balance		\$5,012.98

You earned a higher interest rate on your Chase Private Client Savings account during this statement period because you had a qualifying Chase Private Client Checking account.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call or write us at the phone number or address on the front of this statement (non-personal accounts contact Customer Service) if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account.



JPMorgan Chase Bank, N.A. Member FDIC



1055887020200000062

# **EXHIBIT M**

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 Holvoak, J.D.  
Attorney at Law  
Licensed in Nevada

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

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

Neva Liebe  
Administrative Assistant

Website Address  
www.anthonybarney.com

E-mail Address  
office@anthonybarney.com

September 21, 2017

Cary Colt Payne, Esq.  
CARY COLT PAYNE, CHTD.  
700 S. Eighth Street  
Las Vegas, NV 89101

Re: Christian Family Trust dated October 11, 2016 ("Trust")  
Our Client: Nancy Christian, Trustor and Survivor of the Trust  
Subject Property: 2848 Bluff Point Dr. Las Vegas, NV 89134

VIA HAND DELIVERY AND EMAIL

Dear Mr. Payne,

I am in receipt of your letter dated September 8, 2017. First, please advised that we are moving forward to take possession of the Subject Property and will do so against Raymond Christian Jr. If any landlord/tenant lease agreement exists, he will need to produce it immediately, otherwise, he can raise his claim in the unlawful detainer action that will be filed against him after the five day is served upon him next week. Again, please be on notice that your client, Raymond Christian J., does not have authorization to reside in or stay in the Subject Property. Please let us know if he will peaceably leave the premises; otherwise we will continue to move forward with the eviction process.

Second, the Trust is valid until it is proven otherwise. Your clients have not attempted to invalidate the provision that allows my client to change the trustees of her trust. Therefore, unless and until a court invalidates that provision of the trust allowing my client to replace your clients as trustees, the Modification and Designation of Trustee and Successor Trustee ("Modification and Designation") is a valid instrument that must be followed. Your clients are no longer the Trustees and should **immediately** refrain from acting as such.

Based on the clear, unambiguous language of the Trust, our client had the power to change her trustee and did so. On June 13, 2017, I notified you by written letter that your clients were no longer trustees of the Christian Family Trust and provided you with

the Modification and Designation. After that date, any of your clients actions as purported trustees were without authority and therefore void.

Additionally, on June 21, 2017, I provided you an email stating that Joseph Powell, Esq. who was representing the new trustee, Monte Reason, would be sending you the Certificate of Incumbency allowing him to act. On June 27, 2017, Joseph Powell, Esq., sent you a letter with the Certificate of Incumbency attached. Your clients were well aware that they no longer had authority to act.

On June 30, 2017, your clients then proceeded to remove almost the entire balance (\$267,902.53) of the Trust funds from the Trust account. See June 2017 Statement attached hereto and incorporated herein as Attachment 1. In doing so, your clients have converted Trust funds away from its sole beneficiary and disallowed her from obtaining the needed trust funds she requires for living expenses, which the Trust allows to be distributed. We are demanding that your clients turn over the \$267,902.53 that was converted from the Trust **immediately**; otherwise, we will file a request to have the court find that the funds were converted and request triple damages if your clients do not return said funds.

If your clients continue to act under color of any trusteeship, we will also bring additional claims against them for acting without such authority. We also reserve all rights to bring any and all claims that have and will become known to us through a thorough review of the Chase records and other documents that evidence that your clients were using Trust funds as their own as well as converting additional Trust funds.

Please be advised that we requested an accounting from the prior trustees in writing on August 22, 2017. Therefore, the sixty day deadline to respond is October 21, 2017. We will expect to see any and all Trust assets on this accounting, including any and all life insurance policies for the late Raymond Christian.

Please also let us know the relationship, if any, that you have with Susan Christian-Payne.

I would appreciate a prompt response to my requests. If you have any further questions, please feel to contact my office. Zach or I will be available to assist you in this matter. Thank you for your anticipated cooperation.

Sincerely,



TIFFANY S. BARNEY  
Attorney at Law  
[tiffany@anthonybarney.com](mailto:tiffany@anthonybarney.com)

Attachment: June 2017 Statement  
Cc: Joseph Powell, Esq., [joey@rlklegal.com](mailto:joey@rlklegal.com)

# **Attachment 1**

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION  
GROUP ID G01Sep17-1440  
Sequence number   Posting date   Amount



**CHASE PRIVATE CLIENT**  
JPMorgan Chase Bank, N.A.  
P O Box 659754  
San Antonio, TX 78265-9754

June 01, 2017 through June 30, 2017  
Primary Account: 000000446556040

**CUSTOMER SERVICE INFORMATION**

Web site: Chase.com  
Service Center: 1-888-994-5626  
Deaf and Hard of Hearing: 1-800-242-7383  
International Calls: 1-713-262-1679

00035887 DRE 703 210 18217 YNNNNNNNNNN 1 000000000 60 0000  
CHRISTIAN FAMILY TRUST  
SUSAN G CHRISTIAN-PAYNE TRUSTEE  
OR RAYMOND TYRONE CHRISTIAN TRUSTEE  
2848 BLUFF POINT DR  
LAS VEGAS NV 89134-8934



**ASSETS**

Checking & Savings	ACCOUNT	BEGINNING BALANCE	ENDING BALANCE
		THIS PERIOD	THIS PERIOD
Chase Private Client Checking	000000446556040	\$5,080.52	\$4,599.31
Chase Private Client Savings	000003008644816	272,902.53	5,012.98
Total		\$277,983.05	\$9,612.29

Investments	ACCOUNT	MARKET VALUE	MARKET VALUE
		PRIOR PERIOD	THIS PERIOD
Chase Investment Account as of	*****1311	0.00	0.00
Total		\$0.00	\$0.00

Please review the important disclosures following the Consolidated Balance Summary.

Investment accounts and insurance products are: Not a Deposit - Not FDIC Insured - Not insured by any Federal Government Agency - Not Guaranteed by the Bank - May Go Down In Value.

**TOTAL ASSETS** \$277,983.05      \$9,612.29

All Summary Balances shown are as of June 30, 2017 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.

Securities and investment advisory services are offered through J.P. Morgan Securities LLC. (JPMS). JPMS, a member of FINRA and SIPC, is an affiliate of JPMorgan Chase Bank, N.A.

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION  
GROUP ID G01Sep17-1440  
Sequence number Posting date Amount



CHASE PRIVATE CLIENT

June 01, 2017 through June 30, 2017  
Primary Account: 000000446556040

CHRISTIAN FAMILY TRUST  
SUSAN G CHRISTIAN-PAYNE TRUSTEE  
OR RAYMOND TYRONE CHRISTIAN TRUSTEE

Account Number: 000000446556040

CHECKING SUMMARY

	AMOUNT
Beginning Balance	\$5,080.52
Deposits and Additions	800.04
Checks Paid	-1,281.25
Ending Balance	\$4,599.31
Annual Percentage Yield Earned This Period	0.01%
Interest Paid This Period	\$0.04
Interest Paid Year-to-Date	\$0.26

CHECKS PAID

CHECK NUMBER	DATE PAID	AMOUNT
2123 ^	06/14	\$1,281.25
Total Checks Paid		\$1,281.25

If you see a check description in the Transaction Detail section, it means your check has already been converted for electronic payment. Because of this, we're not able to return the check to you or show you an image on Chase.com.  
^ An image of this check may be available for you to view on Chase.com.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$5,080.52
06/14	Check # 2123	-1,281.25	3,799.27
06/16	Remote Online Deposit 1	800.00	4,599.27
06/30	Interest Payment	0.04	4,599.31
	Ending Balance		\$4,599.31



THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION  
GROUP ID G01Sep17-1440  
Sequence number Posting date Amount



CHASE PRIVATE CLIENT

June 01, 2017 through June 30, 2017  
Primary Account: 000000446556040

CHRISTIAN FAMILY TRUST  
SUSAN G CHRISTIAN-PAYNE TRUSTEE  
OR RAYMOND TYRONE CHRISTIAN TRUSTEE

Account Number: 000003008644816

SAVINGS SUMMARY

	AMOUNT
Beginning Balance	\$272,902.53
Deposits and Additions	12.98
Other Withdrawals	-267,902.53
Ending Balance	\$5,012.98
Annual Percentage Yield Earned This Period	0.06%
Interest Paid This Period	\$12.98
Interest Paid Year-to-Date	\$66.56



The monthly service fee for this account was waived as an added feature of Chase Private Client Checking account.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$272,902.53
06/30	06/30 Withdrawal	-267,902.53	5,000.00
06/30	Interest Payment	12.98	5,012.98
	Ending Balance		\$5,012.98

You earned a higher interest rate on your Chase Private Client Savings account during this statement period because you had a qualifying Chase Private Client Checking account.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:** Call or write us at the phone number or address on the front of this statement (non-personal accounts contact Customer Service) if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

**IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS:** Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account.



JPMorgan Chase Bank, N.A. Member FDIC

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION  
GROUP ID G01Sep17-1440  
Sequence number   Posting date   Amount



CHASE PRIVATE CLIENT


June 01, 2017 through June 30, 2017  
Primary Account: 000000446556040


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01-Sep-17

01Sep17-1440

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION  
GROUP ID G01Sep17-1440  
Sequence number 002190320814 Posting date 14-Jun-17 Amount 1281.25

	<b>CHRISTIAN FAMILY TRUST</b>	90-7162 3222 23839	2123
	1060 DANCING VINES AVE. LAS VEGAS, NV 89183-6320	DATE <u>June 1, 2017</u>	
	CHASE PRIVATE CLIENT	PAY TO THE ORDER OF <u>Any Colt Payne</u>	\$ <u>1281.25</u>
	PAY TO THE ORDER OF	<u>One thousand two hundred one &amp; 25/100</u>	DOLLARS <input checked="" type="checkbox"/> Security Features Show on Back
JPMorgan Chase Bank, N.A.			
MEMO <u>Attorney Fees</u>	<u>Susy M. Christian Payne</u>		
⑆322271627⑆		446556040⑆2123	

	ENDORSE HERE	
	Identified to the Account Of	
	The Within Listed Payee	
	U.S. Bank National Association Charleston Office 1000 1st St. N. Charleston, SC 29401	

# **EXHIBIT N**

**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 Holvoak, J.D.**  
Attorney at Law  
Licensed in Nevada

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

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

**Neva Liebe**  
Administrative Assistant  
  
**Website Address**  
<http://www.anthonybarney.com>

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

October 6, 2017

Cary Colt Payne, Esq.  
700 S. 8<sup>th</sup> St.  
Las Vegas, NV 89101

RE: Christian Family Trust ("Trust")  
Our Client: Nancy Christian, Trustor

VIA E-MAIL and US MAIL

Dear Payne,

I am deeply concerned by your clients' failure to return the funds taken by them from the Trust account as detailed in my previous letters dated September 21, 2017 and September 29, 2017. Please note that I incorporate herein all arguments regarding your client's lack of authority to take the Trust funds as outlined in my previous letters as if set forth herein.

You may be aware that the Nevada Supreme Court has held that "[c]onversion is a distinct act of dominion wrongfully exerted over another's personal property in denial of, or inconsistent with his title or rights therein or in derogation, exclusion, or defiance of such title or rights. Further, conversion is an act of general intent, which does not require wrongful intent and is not excused by care, good faith, or lack of knowledge."<sup>1</sup> Additionally, in the context of a trust or an estate, conversion subjects the defendant to a judgement of treble damages.<sup>2</sup> Your clients' failure to return the Trust funds is a clear act of conversion and this claim will subject them to treble damages in any future action brought by the Trust for the return of the funds. You are hereby put on notice that if your clients do not voluntarily return the funds they have removed from the Trust after their removal as trustees, my client will urge the trustee to pursue this claim and seek treble damages against your clients.

---

<sup>1</sup> See *Evans v. Dean Witter Reynolds, Inc.*, 116 Nev. 598, 606, 5 P.3d 1043, 1048, 2000 Nev. LEXIS 86, \*15, 116 Nev. Adv. Rep. 71.

<sup>2</sup> See NRS 143.120

Furthermore, it appears that your clients have committed a fraudulent transfer as defined by the Uniform Fraudulent Transfer Act. NRS 112.180(1) states that “a transfer made or obligation incurred by a debtor is fraudulent as to a creditor, whether the creditor’s claim arose before or after the transfer was made or the obligation was incurred, if the debtor made the transfer or incurred the obligation; (a) with actual intent to hinder, delay or defraud any creditor of the debtor.” A creditor is defined as “a person who has a claim.”<sup>3</sup> A Trust is defined as a “person”.<sup>4</sup> A claim is defined as “a right to payment, whether or not the right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.”<sup>5</sup>

Clearly, the Trust has a claim against your clients regarding the funds withdrawn by them after their removal as trustees. The removal of those funds was nothing more than an attempt to hinder delay, or defraud the Trust by preventing access to such funds. As such, your clients and any subsequent transferee will be liable for these funds as proceeds of a fraudulent transfer.

This letter is to also put you on notice regarding your duty to inquire into the source of funds provided to pay your attorney’s fees. “Lawyers who receive a conveyance under circumstances that should cause them to inquire into the reasons behind the conveyance must diligently do so, lest they be charged with knowledge of any intent on the part of transferor to hinder, delay, or defraud. A lawyer who blindly accepts fees from a client under circumstances that would cause a reasonable lawyer to question the client’s intent in paying the fees accepts the fees at his peril.”<sup>6</sup> Therefore, if you have received Trust property, then you are put on further notice to not use or otherwise dispose of such property until it is returned to the successor trustee.

I also urge you to take necessary actions to correct or prevent what appears to be conversion and fraud by your clients. This includes withdrawing false statements made on the record, preventing your client’s use of your services to commit fraud upon the Trust, disclosing any information necessary to prevent or correct the fraudulent transfer of funds, preserving the fraudulently transferred funds that may be in your possession and, finally, returning Trust funds to the successor trustee.

In addition to a motion for an injunction, our client will urge the trustee to seek the remedies available to the Trust under NRS 143.120 and NRS 112.210 including but not limited to treble damages for converted property, an attachment or garnishment against the property transferred, an injunction against further disposition by the debtor or transferee, or any other equitable relief available.

---

<sup>3</sup> See NRS 112.150(4)

<sup>4</sup> See NRS 0.039

<sup>5</sup> See NRS 112.150(3)

<sup>6</sup> *In re Parklex Assocs., Inc.*, 2010 Bankr. LEXIS 2664, 435 B.R. 195, 53 Bankr. Ct. Dec. 179 (Bankr. S.D.N.Y. 2010), citing *S.E.C. v. Princeton Economic Int’l Ltd.*, 84 F. Supp. 2d 443, 446-47 (S.D.N.Y. 2000)

Please contact me with any questions or concerns you may have. I can be reached at the numbers above or the email address below.

Sincerely,

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

TIFFANY S. BARNEY  
Attorney at Law  
[tiffany@anthonybarney.com](mailto:tiffany@anthonybarney.com)

cc: Client

# EXHIBIT O



**EXHIBIT A**  
**Legal Description**

**Parcel I:**

**Lot 195 in Block 4 of SUN CITY LAS VEGAS – UNIT NO. 25, as shown by map thereof on file in Book 49 of Plats, Page 32, in the Office of the County Recorder of Clark County, Nevada.**

**Parcel II:**

**Together with an easement for ingress and egress over and across common area Lots A through D.**

ASSESSOR'S COPY

APN No. 138-18-611-074

RECORDING REQUESTED BY:  
Equity Title of Nevada

RETURN TO:  
Equity Title of Nevada  
2475 Village View Dr., Suite 250  
Henderson, NV 89074

Inst #: 20161209-0003048

Fees: \$20.00 N/C Fee: \$0.00

RPTT: \$0.00 Ex: #003

12/09/2016 02:34:16 PM

Receipt #: 2951368

Requestor:

EQUITY TITLE OF NEVADA

Recorded By: ANI Pgs: 7

DEBBIE CONWAY

CLARK COUNTY RECORDER

## GRANT, BARGAIN, SALE DEED

---

Type of Document

(Example: Declaration of Homestead, Quit Claim Deed, etc.)

THIS DOCUMENT IS BEING RE-RECORDED IN ORDER TO CORRECT THE  
LEGAL DESCRIPTION, INSTRUMENT No. 20161121-0001174

This page added to provide additional information required by NRS 111.312 Sections 1-2.  
An additional recording fee of \$1.00 will apply.

APN NO.: 138-18-611-074

**RECORDING REQUESTED BY:**

EQUITY TITLE OF NEVADA

**WHEN RECORDED MAIL TO:**

Christian Family Trust Dated October 11,  
2016

2848 Bluffpoint Drive

Las Vegas, NV 89134

**MAIL TAX STATEMENTS TO:**

SAME AS ABOVE

Affix RPTT: \$1,351.50

ESCROW NO.: 16840226 TGR

Inst #: 20161121-0001174

Fee: \$19.00 N/C Fee: \$0.00

RPTT: \$1351.50 Ex: #

11/21/2016 12:05:51 PM

Receipt #: 2934760

Requestor:

EQUITY TITLE OF NEVADA

Recorded By: OSA Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

**GRANT, BARGAIN, SALE DEED**

THIS INDENTURE WITNESSETH THAT:

Boyd Lynn Duffin, as Trustee of The Boyd Lynn Duffin Living Trust, dated October 9,  
2012

for a valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant,  
Bargain Sell and convey to

Rosemary K. Christian-Keach, Raymond T. Christian, Jr., and Susan G. Christian-  
Payne, trustees of the Christian Family Trust Dated October 11, 2016

all that real property situated in the County of Clark, State of Nevada, described as follows:

See Exhibit "A" attached hereto and made a part hereof

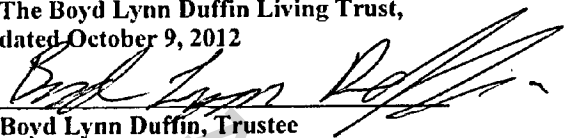
TOGETHER WITH all and singular the tenements, hereditaments and appurtenances  
thereunto belonging to in anywise appertaining.

SUBJECT TO:

1. General and special taxes for the current fiscal year.
2. Covenants, conditions, restrictions, rights of way, easements and reservations of record.

SELLER:

The Boyd Lynn Duffin Living Trust,  
dated October 9, 2012

  
Boyd Lynn Duffin, Trustee

STATE OF FL  
COUNTY OF Lee

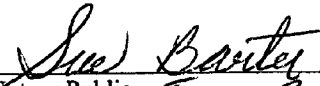
} SS:

On Nov. 17, 2016

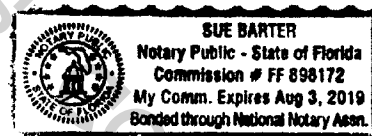
Personally appeared before me, a Notary Public

Boyd Lynn Duffin, Trustee

Who acknowledged that he executed the above instrument.

  
Notary Public Sue Barter

My commission expires: Aug. 3, 2019



**EXHIBIT A**  
**Legal Description**

**Parcel I:**

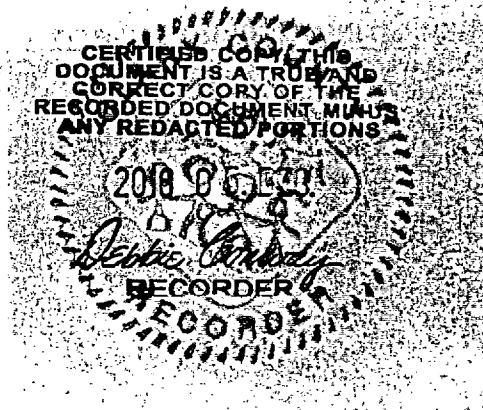
195                      4  
Lot 195 in Block 4 of **SUN CITY LAS VEGAS – UNIT NO. 25**, as shown by map thereof  
on file in Book 49 of Plats, Page 32, in the Office of the County Recorder of Clark County,  
Nevada.

**Parcel II:**

Together with an easement for ingress and egress over and across common area Lots A  
through D.

ASSESSOR'S COPY

ASSESSOR'S COPY



STATE OF NEVADA  
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

a) 138-18-611-074

b)

c)

d)

2. Type of Property:

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

FOR RECORDER'S OPTIONAL USE ONLY

Book: \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

3. a) Total Value/Sales Price of Property  
b) Deed in Lieu of Foreclosure Only (value of property)  
c) Transfer Tax Value:  
d) Real Property Transfer Tax Due

\$265,000.00

(\_\_\_\_\_)

\$265,000.00

\$1,351.50

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section  
b. Explain Reason for Exemption:

5. Partial Interest: Percentage being transferred: 100%

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

Signature: \_\_\_\_\_

Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Capacity: \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION**  
**(REQUIRED)**

Print Name: Boyd Lynn Duffin, as Trustee of The  
Boyd Lynn Duffin Living Trust, dated October  
9, 2012

**BUYER (GRANTEE) INFORMATION**  
**(REQUIRED)**

Print Name: Christian Family Trust Dated October  
11, 2016

Address: 5431 OAKLIDGE AVE  
City: FORT MYERS BEACH  
State: FL Zip: 33931

Address: 2848 BLUFFPOINT DRIVE  
City: LAS VEGAS  
State: NV Zip: 89134

**COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)**

Print Name: Equity Title of Nevada

Escrow #: 16840226 TGR

Address: 2475 Village View Dr.

City, State & Zip: Henderson, NV 89074

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

**STATE OF NEVADA  
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

a) 138-18-611-074

b)

c)

d)

2. Type of Property:

a) ☐ Vacant Land      b) ☒ Single Fam. Res

c) ☐ Condo/Twnhse      d) ☐ 2-4 Plex

e) ☐ Apt. Bldg      f) ☐ Comm'l/Ind'l

g) ☐ Agricultural      h) ☐ Mobile Home

☐ Other \_\_\_\_\_

**FOR RECORDER'S OPTIONAL USE ONLY**

Book: \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes:

3. a) Total Value/Sales Price of Property

\$ 0.00

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

(\_\_\_\_\_)

c) Transfer Tax Value:

\$ 0.00

d) Real Property Transfer Tax Due

\$ 0.00

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section No. 3

Explain Reason for Exemption: RE-RECORDED IN ORDER TO CORRECT THE  
LEGAL DESCRIPTION, INSTRUMENT No. 20161121-0001174

5. Partial Interest: Percentage being transferred: 100%

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

Signature: \_\_\_\_\_

Capacity: Agent

**SELLER (GRANTOR) INFORMATION**

**(REQUIRED)**

Print Name: Boyd Lynn Duffin, as Trustee of The  
Boyd Lynn Duffin Living Trust, dated October 9,  
2012

Address: 5431 Oakridge Avenue  
City, State & Zip: Fort Meyers, FL 33931

**BUYER (GRANTEE) INFORMATION**

**(REQUIRED)**

Print Name: Christian Family Trust Dated October 11,  
2016

Address: 2848 Bluffpoint Drive  
City, State & Zip: Las Vegas, NV 89134

**COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)**

Print Name: **Equity Title of Nevada**

Escrow #: 16840226

Address: 2475 Village View Dr.

City, State & Zip: Henderson, NV 89074

**AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED**



# **EXHIBIT P**

01-Sep-17

01Sep17-1440

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION

GROUP ID G01Sep17-1440

Sequence number 009990036273 Posting date 27-Oct-16 Amount 2000.00

90-7162 23839		9990
3222		
DATE <u>27 Oct 16</u>		
PAY TO THE ORDER OF	<u>Susan G. Christian - Payne</u>	\$ <u>2000</u> <sup>00</sup>
<u>Two thousand 00/100</u>		DOLLARS
<b>CHASE</b>		Security Features Details on Back
JPMorgan Chase Bank, N.A. www.Chase.com		
MEMO		<u>Susan G. Christian - Payne</u> MP
⑆322271627⑆		44655604019990

<p>THIS CHECK IS NOT VALID UNLESS IT IS SIGNED BY THE ISSUING FINANCIAL INSTITUTION.</p> <p>Security Features Details on Back</p> <p>Original Signature - Check is void if not signed with original signature.</p> <p>Security System</p> <p>Original Signature - Check is void if not signed with original signature.</p> <p>Security System</p>	<p>1266762928</p>	<p>DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE RESERVED FOR FINANCIAL INSTITUTION USE *</p>	ENDORSE HERE
			<p><u>Susan G. Christian - Payne</u></p>

01-Sep-17

01Sep17-1440

**THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION**

**GROUP ID G01Sep17-1440**

Sequence number 004780911953 Posting date 28-Nov-16 Amount 2500.00

90-7162  
 3222 23839  
 2105  
 CHASE  
 PRIVATE  
 CLIENT  
 PAY TO THE  
 ORDER OF  
 SUSAN G. CHRISTIAN-PAWNE  
 \$2,500.00  
 TWO THOUSAND FIVE HUNDRED & NO/100 DOLLARS  
 JPMorgan Chase Bank, N.A.  
 MEMO  
 1:322271627: 44655604012105

[illegible]

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE \*

Don't B Indicate Page  
to Dept Only

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION  
GROUP ID G01Sep17-1440

Sequence number 004090472903 Posting date 09-Dec-16 Amount 1757.00

0

CHASE  
PRIVATE  
CLIENT

PAY TO THE  
ORDER OF

MEMO

CHRISTIAN FAMILY TRUST  
1060 DANCING VINES AVE.  
LAS VEGAS, NV 89183-6320

DATE 8 Dec 16

Raymond T Christian \$ 1,757.00  
One thousand seven hundred fifty seven DOLLARS

JPMorgan Chase Bank, N.A.

Susan M. Christian

90-7162  
3222 23839

2106

⑆322271627⑆

446556040⑈2106

• The security features listed below, as well as those not listed, exceed industry standards.

Security Features:

• Microprint: Small type in lines around the portrait and on the back of the bill.

• Color: The bill is printed with a variety of colors.

• Watermark: A large, faint watermark of the portrait is visible when the bill is held up to the light.

• Security Thread: A continuous, wavy thread is embedded in the paper.

• Ultraviolet Features: The bill glows with a yellow-green light when exposed to ultraviolet light.

• Tactile Features: Raised ridges and grooves are used to help the visually impaired.

• Serial Number: A unique number is printed on the front of the bill.

• Signature: The signature of the Treasurer of the United States is printed on the back of the bill.

• Seal: The Great Seal of the United States is printed on the front of the bill.

• Ink: The ink is made of special pigments that are difficult to counterfeit.

• Paper: The paper is made of a special blend of cotton and linen.

• Size: The bill is the same size as the previous version.

• Color: The bill is printed with a variety of colors.

• Watermark: A large, faint watermark of the portrait is visible when the bill is held up to the light.

• Security Thread: A continuous, wavy thread is embedded in the paper.

• Ultraviolet Features: The bill glows with a yellow-green light when exposed to ultraviolet light.

• Tactile Features: Raised ridges and grooves are used to help the visually impaired.

• Serial Number: A unique number is printed on the front of the bill.

• Signature: The signature of the Treasurer of the United States is printed on the back of the bill.

• Seal: The Great Seal of the United States is printed on the front of the bill.

• Ink: The ink is made of special pigments that are difficult to counterfeit.

• Paper: The paper is made of a special blend of cotton and linen.

• Size: The bill is the same size as the previous version.

• Do NOT WRITE, STAMP OR SIGN BELOW THIS LINE

RESERVED FOR FINANCIAL INSTITUTION USE

END OF BILL

RESERVED FOR FINANCIAL INSTITUTION USE

RESAPP000263


01-Sep-17

01Sep17-1440

**THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION**

GROUP ID G01Sep17-1440

Sequence number 003090240061 Posting date 30-Dec-16 Amount 5000.00

CHASE PRIVATE CLIENT  
 PAY TO THE ORDER OF Susan G. Christian-Payne \$ 5,000.00  
five thousand and 00/100 DOLLARS   
 JPMorgan Chase Bank, N.A.  
 MEMO \_\_\_\_\_  
 +1:322271627: 446556040 2112

01-Sep-17

01Sep17-1440

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION

GROUP ID G01Sep17-1440

Sequence number 001080580678 Posting date 13-Feb-17 Amount 2000.00

CHASE

WITHDRAWAL

CHECKING ☐  
SAVINGS ☐  
CHASE LIQUID ☐

WITHDRAWAL

Today's Date

2-13-17

Customer Name (Please Print)

Rosemary Ketch

R/T 500001017

If Purchasing a Cashier's Check Provide Payee Name

N13081-CH (Rev. 10/15) 80243115 07/18

Customer Signature

Rosemary Ketch

Start your account number here

0446556040

AMOUNT

TOTAL \$

2000.00

⑈066029376⑈ ⑆500001017⑆




01-Sep-17



















01Sep17-1440

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION

GROUP ID G01Sep17-1440

Sequence number 002790293734 Posting date 01-Mar-17 Amount 750.00

	<b>CHRISTIAN FAMILY TRUST</b> 1060 DANCING VINES AVE. LAS VEGAS, NV 89183-6320	90-1162 322 20239	2116
CHASE PRIVATE CLIENT		DATE <u>March 1, 2017</u>	
PAY TO THE ORDER OF	<u>Seven hundred fifty</u> <u>XX</u> <u>100</u> <u>\$ 750</u> — DOLLARS  		
JPMorgan Chase Bank, N.A.			
MEMO <u>Chris cell phone</u>	<u>[Signature]</u>		
⑆322271627⑆	446556040⑆2116		

The security features listed below are not all shown  
and better security features may be present.  
Security Features:        
Security Features:        
Security Features:      

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
INSTEAD, USE THE SIGNATURE STRIP

[Signature]

ENDORSE HERE


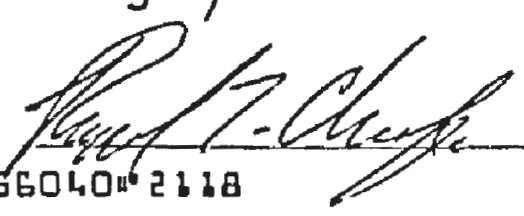
01-Sep-17

01Sep17-1440

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION

GROUP ID G01Sep17-1440

Sequence number 003390929101 Posting date 21-Mar-17 Amount 2488.01

 <b>CHASE PRIVATE CLIENT</b>	<b>CHRISTIAN FAMILY TRUST</b> 1060 DANCING VINES AVE. LAS VEGAS, NV 89183-6320	90-7162 3222 20839	2118
		DATE <u>3/14/17</u>	
PAY TO THE ORDER OF <u>Susan Payne</u>		\$ <u>2488.01</u>	
<u>Two thousand four hundred eighty eight</u>		DOLLARS	
JPMorgan Chase Bank, N.A.			
MEMO _____			
⑆322271627⑆		446556040 2118	

The security features listed below, as well as those not listed, exceed industry guidelines.

**Security Features**

- Results of document authentication
- Microprint
- Watermark
- Color-shifting ink
- Security thread
- Hologram
- UV features
- Security features

ONE NEVADA CU 322484401  
DATE 3/18/2017 TIME 09:24:39  
MEMBER ID 200051722 BATCH ID 3

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FUTURE ADMINISTRATION USE \*

*Susan H. Payne*  
200051722




01-Sep-17

01Sep17-1440

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION

GROUP ID G01Sep17-1440

Sequence number 002670871048 Posting date 07-Apr-17 Amount 740.00

<b>0</b>	<b>CHRISTIAN FAMILY TRUST</b>	90-7162 3222 23838	<b>2002</b>
<b>CHASE PRIVATE CLIENT</b>	1060 DANCING VINES AVE. LAS VEGAS, NV 89183-6320	DATE <u>20 Mar 17</u>	
<b>PAY TO THE ORDER OF</b>	<u>Raymond Christian</u>	<u>\$740.00</u>	
	<u>Seven hundred forty 00/100</u>	<u>————</u> DOLLARS	
JPMorgan Chase Bank, N.A.			
<b>MEMO</b>	<u>House Repair</u>	<u>Larry M. Frister</u>	
1:3222716271:		446556040# 2002	

For Deposit Only - JPMC

DO NOT WRITE, STAMP OR SIGN BELOW  
THIS LINE

01-Sep-17

01Sep17-1440

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION  
GROUP ID G01Sep17-1440  
Sequence number 009980935165 Posting date 10-Apr-17 Amount 210.00

CHASE  
PRIVATE  
CLIENT

PAY TO THE  
ORDER OF

MEMO

CHRISTIAN FAMILY TRUST  
1060 DANCING VINES AVE.  
LAS VEGAS, NV 89183-6320

90-7182  
3222 23839

DATE 4-1-17

Chris Christian

Two hundred Ten

00/100

Fix Blinds

Paul J. Chapman

1322271627

446556040 2001

2001

\$210.00

DOLLARS

Security Features  
Check for  
Security Features  
Security Features

Security Features  
Check for  
Security Features  
Security Features

Seq: 32  
Batch: 944307  
Date: 04/07/17

Seq: 009932 04/07/17  
Batch: 944307 CC-3188444424  
LTW513322000

DO NOT SIGN  
HERE

ENDORSE HERE

RESAPP000269

01-Sep-17

01Sep17-1440

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION  
GROUP ID G01Sep17-1440

Sequence number 003490336442 Posting date 28-Apr-17 Amount 1000.00

90-7162  
3222

23639

2121

CHRISTIAN FAMILY TRUST  
1060 DANCING VINES AVE.  
LAS VEGAS, NV 89183-6320

DATE 21 Apr 17

CHASE  
PRIVATE  
CLIENT

PAY TO THE  
ORDER OF

One Thousand ~~000~~ <sup>00</sup>

\$ 1,000<sup>00</sup>

DOLLARS

JP Morgan Chase Bank, N.A.

MEMO Retainer

44655604012121

2121

ENDORSE HERE

PAY TO

FOR DEPOSIT ONLY  
CASH ONLY  
ATTORNEY'S OFFICE

DO NOT WRITE STAMP OR SIGN OVER THIS  
FEDERAL RESERVE BOARD OF GOVERNORS

Security Features  
no listed endorsed guaranties  
Please call attention  
to the following:  
• The front of the check is made of paper.  
• The front of the check is made of paper.  
• The front of the check is made of paper.  
• The front of the check is made of paper.



01-Sep-17

01Sep17-1442

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION

GROUP ID G01Sep17-1442

Sequence number 002180572006 Posting date 25-Nov-16 Amount 200.00

CHASE

WITHDRAWAL

CHECKING ☐  
SAVINGS ☒  
CHASE LIQUID ☐

WITHDRAWAL

Today's Date

11-25-16

Customer Name (Please Print)

Christian Family Trust / Susan Christian Payne

RT 500001017

If Purchasing a Cashier's Check Provide Payee Name

N13061-CH (Rev. 10/15) 60243115 07/16

Customer Signature

X

Susan Christian Payne

▼ Start your account number here

AMOUNT

300 8644 816

TOTAL \$

200.00

⑈0660 2939 19⑈ ⑆500001017⑆

01-Sep-17

01Sep17-1442

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION

GROUP ID G01Sep17-1442

Sequence number 009180440338 Posting date 08-Dec-16 Amount 1000.00

CHASE

WITHDRAWAL

CHECKING ☐  
SAVINGS ☒  
CHASE LIQUID ☐

R/T 500001017

WITHDRAWAL

Today's Date  
12/8/16

Customer Name (Please Print)  
Susan Christian Payne

If Purchasing a Cashier's Check Provide Payee Name

N19061-CH (Rev. 10/15) 60028213 01/16

Customer Signature

Susan M Christian Payne

▼ Start your account number here

AMOUNT

3008644816

TOTAL \$

1000.—

⑈0632658101⑈ ⑆500001017⑆

01-Sep-17

01Sep17-1442

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION

GROUP ID G01Sep17-1442

Sequence number 004290083244 Posting date 30-Jun-17 Amount 267902.53

CHASE

WITHDRAWAL

CHECKING ☐  
SAVINGS ☒  
CHASE LIQUID ☐

R/T 500001017

WITHDRAWAL

Today's Date

Customer Name (Please Print)

6-30-17

Susan G. Christian-Payne

If Purchasing a Cashier's Check Provide Payee Name

N13061-CH (Rev. 10/15) 70075982 03/17

Customer Signature

X

Susan G. Christian-Payne

Start your account number here

AMOUNT

3008644816

TOTAL \$

267,902.53

⑈0688286893⑈ ⑆500001017⑆

01-Sep-17

01Sep17-1442

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION  
GROUP ID G01Sep17-1442

Sequence number 001390857152 Posting date 14-Aug-17 Amount 750.00

CHASE

DEPOSIT

CHECKING ☐  
SAVINGS ☒  
CHASE LIQUID ☐

R/T 500001020

Today's Date

Customer Name (Please Print)

Sign Here (If cash is received from this deposit)

X

N13060-CH (Rev. 07/12) 70120848 04/17

Start your account number here

CASH

CHECK

TOTAL FROM  
OTHER SIDE

SUBTOTAL

CASH BACK

TOTAL \$

DEPOSIT

300 8644 816

750.00

750.00

1702662344 500001020



# EXHIBIT Q



## SNAPSHOT

### Current period ending July 31, 2017

ACCOUNT NAME: RAYMOND T CHRISTIAN (DECD)  
WFCS CUSTODIAN TRAD IRA

ACCOUNT NUMBER: 6785-8016

Your Financial Advisor:  
DONALD TURK  
Phone: 702-492-3852  
3800 HOWARD HUGHES PKWY  
SUITE 200  
LAS VEGAS NV 89169

If you have more than one account with us, why not link them and receive summary information for your entire household? Contact Your Financial Advisor for more details.

#### Message from Wells Fargo Advisors

IF YOU FEEL YOUR INVESTMENT OBJECTIVES, RISK TOLERANCE, OR TIME HORIZON HAVE CHANGED SINCE YOUR LAST PORTFOLIO REVIEW, CONTACT YOUR FINANCIAL ADVISOR TO DISCUSS CHOICES THAT MAKE SENSE FOR YOU.

RAYMOND T CHRISTIAN (DECD)  
WFCS CUSTODIAN TRAD IRA  
1060 DANCING VINES AVE  
LAS VEGAS NV 89183-6320

Wells Fargo Advisors is a trade name used by Wells Fargo Clearing Services, LLC, a registered broker-dealer and non-bank affiliate of Wells Fargo & Company.

Investments and insurance products are:

NOT FDIC-INSURED

NO BANK GUARANTEE

MAY LOSE VALUE

RESAPP000277

SNAPSHOT  
020 SD SD25

# General instructions and disclosures

## About this statement

### Clearing services

Wells Fargo Clearing Services, LLC (Wells Fargo Advisors), an indirect wholly owned subsidiary of Wells Fargo & Company, is a clearing broker-dealer registered with the Securities and Exchange Commission (SEC) and is a member of the New York Stock Exchange (NYSE), the Financial Industry Regulatory Authority (FINRA) and all principal U.S. exchanges. Wells Fargo Advisors carries your account(s) and acts as your custodian for funds and securities deposited with us directly by you, or as a result of transactions we process for your account. Twice a year, Wells Fargo Advisors publishes on its web site [www.wfclearing.com](http://www.wfclearing.com) a statement of the firm's financial condition. Alternatively, a printed statement is available to you upon request.

### Trade date statement

All activity and positions on this statement are shown as of the date a trade is entered on the brokerage trading system (i.e., the trade date). Proceeds from the sale of securities and costs for the purchase of securities are not transacted through your account until the actual settlement date of the trade, which may be up to three business days after the trade date (or longer for certain securities with an extended settlement date).

### Pricing of securities

Securities prices reflected on your statement may vary from actual liquidation value. Prices shown are provided by outside quotation services which we believe to be reliable but due to the nature of market data the accuracy of such prices cannot be guaranteed, or in the absence of such pricing, are estimated by Wells Fargo Advisors using available information and its judgment. Such estimates may not reflect actual trades and do not reflect a commitment by the firm to buy or sell at those prices. Securities listed on a national exchange such as the NYSE or Nasdaq Stock Market are priced as of the close of the statement period. Unlisted shares may be valued at the current best published "bid-price", and, if none exists, the last reported transaction if occurring within the last 45 days. Prices of securities not actively traded may not be available and are indicated by "N/A." Corporate and municipal bonds and other fixed income securities are priced by a computerized pricing service or, for less actively traded issues, by utilizing a yield-based matrix system to arrive at an estimated market value. Listed options are priced based on the closing "bid-ask" prices and the last reported trade. Mutual fund shares are priced at net asset value. Shares of direct participation program (DPP) and real estate investment trust (REIT) securities that are not listed on a national exchange are generally illiquid. Because no formal trading market may exist for these investments, their values are estimated. Unless otherwise indicated, the values shown for DPP and REIT securities have been provided by the management of each program and represent that management's estimate of the investor's interest in the net assets of the program. See statement sections for additional pricing information. Prices for hedge funds and certain managed futures funds are provided on a month delay basis. Other managed futures funds may be priced more frequently. Long-term certificates of deposit (maturity beyond one year from date of issue) are priced using a market value pricing model. Generally, the sale or redemption price of your securities may be higher or lower than the prices shown on your statement. For an actual quote, contact the individual servicing your account.

### Estimated annual income/yield

Estimated Annual Income (EAI), when available, reflects the estimated amount you would earn on a security if your current position and its related income remained constant for a year. Estimated Annual Yield (EAY), when available, reflects the current estimated annual income divided by the current value of the security as of the statement closing date. EAI and EAY are estimates and the actual income and yield might be lower or higher than the estimated amounts. EAY reflects only the income generated by an investment. It does not reflect changes in its price, which may fluctuate. The information used to derive these estimates is obtained from various outside vendors; Wells Fargo Advisors is not responsible for incorrect or missing estimated annual income and yields. Past performance is not a guarantee of future results.

### Income summary

The Income summary displays all income as recorded in the tax system as of period end date. The totals in the Cash flow snapshot may not match the totals in the Income snapshot due to reclassifications or other corrections made in the tax system. Remember, you may have certain products that are not included in these figures and whose income is only available on the tax forms sent to you at year-end. Reclassifications and other tax reporting requirements may alter these numbers both during and after year end. You should rely only on tax reporting documents. Contact your tax advisor if you have any questions about the tax consequences of your brokerage activity.

## About your rights and responsibilities

### Questions and complaints about Your Account

This account statement contains important information about your brokerage account, including recent transactions. All account statements sent to you shall be deemed complete and accurate if not objected to in writing within ten days of receipt. We encourage you to review the details in this statement. If you do not understand any of the information in your statement or if you believe there are any inaccuracies or discrepancies in your statement, you should promptly report them to the manager of the Wells Fargo Advisors office listed on the front of your statement. To further protect your rights, including any rights under the Securities Investor Protection Act, any verbal communications with Wells Fargo Advisors should be re-confirmed in writing. Inquiries or complaints about your account statement, including the positions and balances in your account, may be directed to **Wells Fargo Advisors Client Services at (866) 281-7436 or ATTN: H0005-087, 1 N. Jefferson Ave, St. Louis, MO 63103.**

**Public Disclosure:** You may reach FINRA by calling the FINRA BrokerCheck Hotline at **(800) 289-9999** or by visiting the FINRA website at [www.finra.org](http://www.finra.org). An investor brochure that includes information describing FINRA BrokerCheck is available from FINRA upon request. A brochure describing the FINRA Pricing of Securities Regulation Public Disclosure Program is also available from the FINRA upon request.

### Account Protection

Wells Fargo Advisors is a member of the Securities Investor Protection Corporation (SIPC) which protects against the loss of cash and securities held in client accounts of a SIPC member firm in the event of the member's insolvency and liquidation. SIPC coverage is limited to \$500,000 per customer, including up to \$250,000 for cash. For more information on SIPC coverage, please see the explanatory brochure at [www.sipc.org](http://www.sipc.org) or contact SIPC at **(202) 371-8300**. In addition, Wells Fargo Advisors maintains additional insurance coverage provided by Lexington Insurance Company (Lexington). This additional insurance policy becomes available to clients if their SIPC limit is exhausted and provides additional protection up to a firm aggregate of \$1 billion, including up to \$1.9 million for cash per client. SIPC does not insure the quality of investments or protect against market losses. SIPC only protects the custody function of their members, which means that SIPC works to restore to clients their securities and cash that are in their accounts when the member firm liquidation begins. Not all investments are protected by SIPC. In general, SIPC does not cover instruments such as unregistered investment contracts, unregistered limited partnerships, fixed annuity contracts, escrow receipts, direct investments, currency, commodities or related contracts, hedge funds and certain other investments.

### Investor education

Wells Fargo Advisors publishes on its web site [www.wellsfargoadvisors.com](http://www.wellsfargoadvisors.com) information on topics of interest to investors as well as market commentary and economic analysis. Wells Fargo Advisors has also developed numerous investor education guides to provide you with important information regarding the products and services we offer. These guides may be found under the "Our Insights" tab.

### Free credit balances

Free credit balances are not segregated and may be used by Wells Fargo Advisors in the operation of its business in accordance with applicable laws and regulations. You have the right to receive from us in the course of normal business operations, subject to any open commitments in any of your accounts, any free credit balances to which you are entitled.

### Investment objectives/Risk tolerances

Please inform us promptly of any material change that might affect your investment objectives, risk tolerances or financial situation, or if you wish to impose or change any reasonable restrictions on the management of your account. A copy of the Investment Advisory Services Disclosure document is available without charge upon request. Please contact the individual denoted on the front of your statement to update your information and to receive a copy of this document.

### Tax reporting

We are required by federal law to report annually to you and to the Internal Revenue Service (IRS) on Form(s) 1099 interest income, dividend payments and sales proceeds including cost basis information for applicable transactions credited to your account.



## SNAPSHOT

Page 1 of 5

**RAYMOND T CHRISTIAN (DECD)**  
**WFCS CUSTODIAN TRAD IRA**

JULY 1, 2017 - JULY 31, 2017  
ACCOUNT NUMBER: 6785-8016

### Progress summary

	THIS PERIOD	THIS YEAR
<b>Opening value</b>	<b>\$58,905.51</b>	<b>\$58,317.51</b>
Cash deposited	0.00	58,900.61
Securities deposited	0.00	0.00
Cash withdrawn	-19,633.49	-19,633.49
Securities withdrawn	0.00	0.00
Change in value	1.03	-58,311.58
<b>Closing value</b>	<b>\$39,273.05</b>	<b>\$39,273.05</b>

As a Wells Fargo Advisors client, you can upgrade your investment account to add Brokerage Cash Services at no additional cost. Brokerage Cash Services provides access to convenient money movement options including mobile deposit services. It also includes teller deposit services at Wells Fargo branch locations which are provided through a limited purpose Bank account. You'll have access to many more features and benefits to help you manage your finances. It's as simple as talking with Your Financial Advisor. Ask them today about Brokerage Cash Services.

### Portfolio summary

		PREVIOUS		CURRENT		ESTIMATED
ASSET TYPE		VALUE ON JUN 30	%	VALUE ON JUL 31	%	ANN. INCOME
<b>ASSETS</b>	Cash and sweep balances	58,905.51	100.00	39,273.05	100.00	0
	Stocks, options & ETFs	0.00	0.00	0.00	0.00	0
	Fixed income securities	0.00	0.00	0.00	0.00	0
	Mutual funds	0.00	0.00	0.00	0.00	0
	<b>Asset value</b>	<b>\$58,905.51</b>	<b>100%</b>	<b>\$39,273.05</b>	<b>100%</b>	<b>\$0</b>

# SNAPSHOT

Page 2 of 5

RAYMOND T CHRISTIAN (DECD)  
WFCS CUSTODIAN TRAD IRA

JULY 1, 2017 - JULY 31, 2017  
ACCOUNT NUMBER: 6785-8016

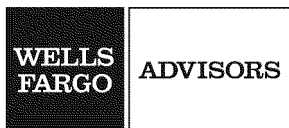
## Cash flow summary

	THIS PERIOD	THIS YEAR
<b>Opening value of cash and sweep balances</b>	<b>\$58,905.51</b>	
Deposits	0.00	58,900.61
Income and distributions	1.03	5.93
<b>Net additions to cash</b>	<b>\$1.03</b>	<b>\$58,906.54</b>
Withdrawals	-19,633.49	-19,633.49
<b>Net subtractions from cash</b>	<b>-\$19,633.49</b>	<b>-\$19,633.49</b>
<b>Closing value of cash and sweep balances</b>	<b>\$39,273.05</b>	

## Income summary \*

	THIS PERIOD	THIS YEAR
Money market/sweep funds	1.03	5.93
<b>Total income</b>	<b>\$1.03</b>	<b>\$5.93</b>

\* Certain distributions made in the current year are reported as prior year income according to IRS regulations. This may cause a difference between Cash Flow and Income Summary totals.



## SNAPSHOT

Page 3 of 5

RAYMOND T CHRISTIAN (DECD)  
WFCS CUSTODIAN TRAD IRA

JULY 1, 2017 - JULY 31, 2017  
ACCOUNT NUMBER: 6785-8016

## Retirement summary

IRA Plan Value      \$39,273.05

A portion of these assets may not be covered by SIPC. Bank products are eligible for FDIC insurance up to \$250,000 in accordance with FDIC rules.

WOULD A ROTH CONVERSION HELP WITH RETIREMENT INCOME? NOW MAY BE THE TIME TO TAKE ADVANTAGE OF HISTORICALLY LOW TAX RATES. CONTACT YOUR FINANCIAL ADVISOR TO REQUEST A ROTH CONVERSION ILLUSTRATION AND TO DISCUSS YOUR SPECIFIC SITUATION.

### ACCOUNT INFORMATION

Account Holder Birthdate:	12/11/39
Attained Age as of 12/31/17:	78.0

\* A Required Minimum Distribution (RMD) with respect to this IRA may be required.  
Please contact us if you need assistance.

This beneficiary information is based upon the most recent data available and is being provided as a service to you. In the event of death, your most recent beneficiary designation on file will govern.

PRIMARY BENEFICIARY INFORMATION	% ENTITLEMENT
SUSAN G CHRISTIAN-PAYNE	33.33%
RAYMOND T CHRISTIAN JR	0.00%
ROSEMARY K CHRISTIAN-KEACH	33.34%

### RETIREMENT TRANSACTIONS

CONTRIBUTION SUMMARY	AMOUNT
Contributions	
2017 FOR 2017	\$0.00

2017 DISTRIBUTION SUMMARY	AMOUNT
Gross Distributions	\$0.00

Contact us if information on this page requires updates.

Client service: 866-281-7436

Wells Fargo Advisors  
401 South Tryon Street  
Charlotte, NC 28288-1164

## SNAPSHOT

Page 4 of 5

**RAYMOND T CHRISTIAN (DECD)**  
**WFCS CUSTODIAN TRAD IRA**

JULY 1, 2017 - JULY 31, 2017  
ACCOUNT NUMBER: 6785-8016

### Your Financial Advisor

DONALD TURK  
Phone: 702-492-3852

3800 HOWARD HUGHES PKWY  
SUITE 200  
LAS VEGAS NV 89169

### Client service information

Client service: 866-281-7436  
Website: [www.wellsfargoadvisors.com](http://www.wellsfargoadvisors.com)

### Account profile

Full account name:	RAYMOND T CHRISTIAN (DECD)
	WFCS CUSTODIAN TRAD IRA
Account type:	Individual Retirement Account
Brokerage account number:	6785-8016
Tax status:	Retirement
Investment objective/Risk tolerance:*	AGGRESSIVE GROWTH & INCOME
Time horizon:*	LONG TERM (10+ YEARS)
Liquidity needs:*	MODERATE
Cost Basis Election:	First in, First out
Sweep option:	BANK DEPOSIT SWEEP

\*For more information, please visit us at: [www.wellsfargoadvisors.com/disclosures](http://www.wellsfargoadvisors.com/disclosures)

### For your consideration

Go paperless. Accessing your account documents online is easy, secure, and costs nothing. Sign on to **[wellsfargoadvisors.com](http://wellsfargoadvisors.com)** with your online access Username and Password, select **Statements & Docs**, and then click on the **Delivery Preferences** Quick Link. Choose **Electronic Delivery** to go paperless or select specific account documents for electronic delivery. If you do not have a Username and Password, visit **[wellsfargoadvisors.com/signup](http://wellsfargoadvisors.com/signup)** or call 1-866-281-7436 for enrollment assistance.

### Document delivery status

	Paper	Electronic
Statements:	X	
Trade confirmations:	X	
Tax documents:	X	
Shareholder communications:	X	
Other documents:	X	

**RAYMOND T CHRISTIAN (DECD)  
WFCS CUSTODIAN TRAD IRA**JULY 1, 2017 - JULY 31, 2017  
ACCOUNT NUMBER: 6785-8016

## Portfolio detail

### Cash and Sweep Balances

DESCRIPTION	CURRENT MARKET VALUE	ESTIMATED ANNUAL INCOME
Cash	39,273.05	0.00
<b>Total Cash and Sweep Balances</b>	<b>\$39,273.05</b>	<b>\$0.00</b>

### Activity detail

DATE	ACCOUNT TYPE	TRANSACTION	QUANTITY	DESCRIPTION	PRICE	AMOUNT	CASH AND SWEEP BALANCES
07/01				BEGINNING BALANCE			58,905.51
07/14	Cash	WITHDRAWAL		TRANSFER TO BENEFICIARY TO 29281534		-19,633.49	
07/14	Cash	INTEREST		BANK DEPOSIT SWEEP 071417 58,905.51000		1.03	39,273.05

### Cash sweep activity

Our Cash Sweep program allows you to earn a return on the idle cash balances in your account by automatically investing such balances into one of our cash sweep options. These 'sweep transactions' may represent a net amount for the day and occur on settlement date. The following section displays transfers into and out of your sweep option. Transactions displayed here are Transfer To, Transfer From and Reinvested Dividends and Interest. These transaction amounts are not included in your cash flow summary.

DATE	TRANSACTION	DESCRIPTION	AMOUNT	DATE	TRANSACTION	DESCRIPTION	AMOUNT
07/01		BEGINNING BALANCE	58,905.51	07/31		ENDING BALANCE	0.00
07/14	TRANSFER FROM	BANK DEPOSIT SWEEP	-58,905.51				

## Specific instructions and disclosures

#### IRA withholding notice

#### Form W-4P/OMB No. 1454-0415

The withdrawals you receive from your IRA are subject to Federal income tax withholding unless you elect not to have withholding apply. If you have a periodic, or an "on demand" distribution, your election regarding our withholding of Federal income tax on your behalf stays in effect until you change it. You may change or revoke your election at any time and as often as you wish by completing a new election form. If you elect check writing privileges (not available on all IRAs), you will also have previously elected to have no withholding on your withdrawals. If you decide to have taxes withheld you will not be eligible for check writing from your IRA. If you elect not to have taxes withheld you will be liable for payment of all taxes due on the taxable portion of your distribution and you may be responsible for payment of estimated tax. You may be subject to tax penalties under the estimated tax payment rules if your payments of estimated tax and withholding, if any, are not adequate.



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CHASE PRIVATE CLIENT  
JPMorgan Chase Bank, N.A.  
P O Box 659754  
San Antonio, TX 78265-9754

August 01, 2017 through August 31, 2017

Account Number: 000004231400451

00217235 DRE 703 219 24417 NNNNNNNNNN 1 000000000 69 0000

RAYMOND T CHRISTIAN JR  
2848 BLUFF POINT DR  
LAS VEGAS NV 89134-8934

CUSTOMER SERVICE INFORMATION

Web site: Chase.com

Service Center: 1-888-994-5626

Deaf and Hard of Hearing: 1-800-242-7383

International Calls: 1-713-262-1679



CHECKING SUMMARY

Chase Private Client Checking

	AMOUNT
Beginning Balance	\$2,865.01
Deposits and Additions	20,334.50
ATM & Debit Card Withdrawals	-888.19
Electronic Withdrawals	-284.01
Ending Balance	\$22,027.31
Annual Percentage Yield Earned This Period	0.01%
Interest Paid This Period	\$0.14
Interest Paid Year-to-Date	\$0.30

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$2,865.01
08/01	Recurring Card Purchase 08/01 Ltf*Life Time MO Dues 888-430-6432 MN Card 4804	-144.00	2,721.01
08/04	ATM Cash Deposit 08/04 9911 W Charleston Blvd Las Vegas NV Card 4804	500.00	3,221.01
08/04	08/04 Online Payment 6418744818 To Southwest Gas Corporation	-14.46	3,206.55
08/04	Card Purchase With Pin 08/04 4086 Spring Leaf Las Vegas NV Card 4804	-195.00	3,011.55
08/07	ATM Check Deposit 08/07 9350 Sun City Blvd Las Vegas NV Card 4804	19,619.46	22,631.01
08/07	Card Purchase 08/06 Amazon Mktplace Pmts Amzn.Com/Bill WA Card 4804	-10.99	22,620.02
08/07	Card Purchase 08/06 Cbssports.Com 877-266-6474 NY Card 4804	-159.99	22,460.03
08/09	Card Purchase 08/08 Amazon Mktplace Pmts Amzn.Com/Bill WA Card 4804	-22.80	22,437.23
08/10	08/10 Online Payment 6432698141 To Las Vegas Valley Water District	-25.46	22,411.77
08/11	Interest Payment	0.04	22,411.81
08/14	Recurring Card Purchase 08/11 Cbssports.Com 877-266-6474 NY Card 4804	-179.99	22,231.82
08/16	Card Purchase 08/15 Bodyheat Tanning 702-547-6500 NV Card 4804	-20.77	22,211.05
08/18	Card Purchase 08/18 Golfnow*Teetimes 800-767-3574 FL Card 4804	-11.98	22,199.07
08/21	08/19 Online Payment 6454830462 To Centurytel Inc	-44.55	22,154.52
08/25	Recurring Card Purchase 08/25 Dtv*Directv Service 800-347-3288 CA Card 4804	-102.92	22,051.60

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION  
GROUP ID G01Sep17-1444  
Sequence number Posting date Amount



CHASE PRIVATE CLIENT

August 01, 2017 through August 31, 2017  
Account Number: 000004231400451

TRANSACTION DETAIL (continued)

DATE	DESCRIPTION	AMOUNT	BALANCE
08/28	Purchase Return 08/28 Sqc*Square Cash Visa Direct CA Card 4804	100.00	22,151.60
08/28	08/28 Online Payment 6473768508 To Nvenergy	-183.74	21,967.86
08/28	08/28 Online Payment 6473769156 To Southwest Gas Corporation	-15.80	21,952.06
08/29	Venmo Cashout PPD ID: 5264681992	115.00	22,067.06
08/31	Card Purchase With Pin 08/31 Costco Gas #0685 Las Vegas NV Card 4804	-39.75	22,027.31
Ending Balance			\$22,027.31

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call us at 1-866-564-2262 or write us at the address on the front of this statement (non-personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC



JPMorgan Chase Bank, N.A. Member FDIC

01-Sep-17

CASE ID 01Sep17-1444

ATM Substitute Document

This is a substitute document representing an ATM Deposit Ticket

Posting DATE: 04-Aug-17

SEQUENCE NUMBER: 004670172411

Dollar Amount: 500.00

ACCOUNT NUMBER: 0451

05-Sep-17

Reference Case Number: G01Sep17-1444

Here is an update on your recent request for an image

Amount: \$500.00

Posting Date: 04-Aug-17

Sequence Number: 004670172412

We can't complete your request because electronic transactions, like this one, do not have images. We apologize for the inconvenience.

JPMorgan Chase Bank, N.A. Member FDIC

01-Sep-17

CASE ID 01Sep17-1444

ATM Substitute Document

This is a substitute document representing an ATM Deposit Ticket

Posting DATE: 07-Aug-17

SEQUENCE NUMBER: 004280795541

Dollar Amount: 19619.46

ACCOUNT NUMBER: 0451

01-Sep-17

01Sep17-1444

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION  
GROUP ID G01Sep17-1444

Sequence number 004280795542 Posting date 07-Aug-17 Amount 19619.46

THE BACK OF CHECK HAS AN ARTIFICIAL WATERMARK. HOLD AT ANGLE TO VIEW.

WELLS FARGO ADVISORS  
One North Jefferson  
St. Louis, MO 63103

CHECK NO.  
2307068 RR

WELLS FARGO BANK, NA  
Chapel Hill, NC 27614  
RT

68-7270/2559

PAY  
NINETEEN THOUSAND SIX HUNDRED NINETEEN DOLLARS AND FORTY-SIX CENTS

DATE  
08/04/17

AMOUNT  
\*\$19,619.46

\*\*\*\*-1534-1

TO THE ORDER OF  
RAYMOND CHRISTIAN JR  
2848 BLUFF POINT DR  
LAS VEGAS NV 89134-8934

PAY ONLY

19,619.46

CISCTS

Carston Bilbas

AUTHORIZED SIGNATURE

THIS CHECK MUST BE CASHED WITHIN 180 DAYS.

PRINTED WITH BLUE BACKGROUND ON WHITE PAPER

⑈02307068⑈ ⑆053101961⑆ 2079920046940⑈

0000 000 74  
FEDERAL RESERVE BOARD OF GOVERNORS REG. C.C.

7789607

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE

THE BACK OF THIS CHECK CONTAINS AN ARTIFICIAL WATERMARK. HOLD UP TO LIGHT SOURCE TO VIEW.  
X  
Billbas

RESAPP000290

# **EXHIBIT R**



RAYMOND T CHRISTIAN  
1060 DANCING VINES AVE  
LAS VEGAS, NV 89183-6320

1515

94-7074/3212 7128  
2417028780

3 Jan 17 Date

Pay to the  
Order of

Susan G. Christian Payne

\$1,421.09

One thousand four hundred twenty one and 09/100 Dollars



Wells Fargo Bank, N.A.  
Nevada  
wellsfargo.com

for Dancing Vines Motel Susan G. Christian Payne

⑆321270742⑆ 2417028780⑈ 01515

ONE NEVADA CU 322484401  
DATE 1/3/2017 TIME 12:35:00  
MEMBER ID 200051722 BATCH ID 4

FC Susan Payne  
20051722  
Depository

REQUEST 00006989910000000 1421.09  
ROLL ECIA 20170103 000008714703690  
JOB ECIA E ACCT 8250002417028780  
REQUESTOR U540701  
18774282 10/12/2017 Research 18774621

Summons and Subpoenas Department  
S4001-01F  
Phoenix AZ 85038

**WELLS FARGO BANK**

6065

CANYON POINTE 10850 W CHARLESTON BLVD LAS VEGAS, NV 89135

DATE

November 7, 2016

94-7074/3212

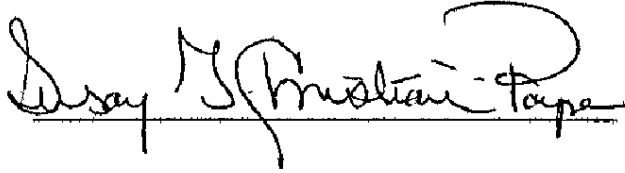
PAY TO THE ORDER OF

Lee M Keach

\$2,796<sup>00</sup>

Two thousand seven hundred ninety six and 00/100 DOLLARS

**SUSAN G CHRISTIAN PAYNE**  
 1080 DANCING VINES AVE  
 LAS VEGAS NV 89183-6320



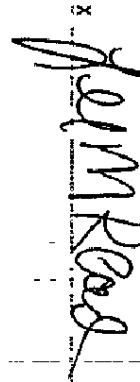
⑆321270742⑆2417028780⑈6065

<input checked="" type="checkbox"/>	<b>Security Features</b>	The following security features (and others not listed) exceed industry standards.
<input type="checkbox"/>	<b>Security Screen</b>	Document appearance & altered
<input type="checkbox"/>	<b>Chemical Sensitivity</b>	* Absence or modification of Original Document screen on back of check
<input type="checkbox"/>	<b>Product Icon</b>	* Colored & anti or spots appear with chemical alteration
<input type="checkbox"/>		* Absence of product icon

Product design is a trademark of Check Systems Association

DO NOT SIGN / WRITE / STAMP BELOW THIS LINE  
FOR FINANCIAL INSTITUTION USAGE ONLY

ENDORSE HERE



REQUEST 00006989910000000 2796.00  
 ROLL ECIA 20161123 000008510142138  
 JOB ECIA E ACCT 8250002417028780  
 REQUESTOR U540701  
 18774282 10/12/2017 Research 18774621

Summons and Subpoenas Department  
 S4001-01F  
 Phoenix AZ 85038

RAYMOND T CHRISTIAN  
1060 DANCING VINES AVE  
LAS VEGAS, NV 89183-6320

1472

Oct 17/16

Date

94-7074/3212 7126  
2417028780Pay to the  
Order of

Ray Christian

\$ 1,000<sup>00</sup> <sup>xx</sup>

One Thousand dollars

Dollars

Security  
Features  
Details on  
Back.Wells Fargo Bank, N.A.  
Nevada  
wellsfargo.com

For

CASH



Raymond T. Christian

⑆321270742⑆ 2417028780⑆01472

REQUEST 00006989910000000 1000.00  
ROLL ECIA 20161019 000008715642588  
JOB ECIA E ACCT 8250002417028780  
REQUESTOR U540701  
18774282 10/12/2017 Research 18774621

Summons and Subpoenas Department  
S4001-01F  
Phoenix AZ 85038

# **EXHIBIT S**

**IRA Change of Beneficiary and Indemnification**

Sub Firm #	BR Code	FA Code	Account Number
020	SD	25	6785-8016
(Office Use Only)			

WELLS FARGO ADVISORS

11/a - 3R# 185434484

This form is used to change your IRA beneficiary. To establish an IRA, complete the IRA Enrollment form. Once you have established the IRA, this form would be completed to make a change to your beneficiary designation. All designations require the completion of Sections 1 and 5. Section 2 should be completed if you are designating an individual, estate, trust, or organization. If you want your beneficiaries to share the IRA per stirpes, then complete Section 2 and Section 3. If you are naming your beneficiaries on a supplemental form, complete Section 4, do not complete Section 2 or 3. All designations require your signature in Section 5. If married and naming someone other than your spouse, spousal consent may be required; see the Spousal Consent Section on page 3. This Change of Beneficiary form will supersede and replace any and all prior beneficiary designations.

**Section 1 - Client Information**

IRA Holder Last Name <b>Christian</b>	First Name <b>Raymond</b>	M.I. <b>T</b>	Account Number <b>6785-8016</b>
Street Address (Cannot be a P.O. Box) <b>1060 Dancing Vines Ave</b>			Social Security Number <b>-8865</b>
City <b>Las Vegas</b>	State <b>NV</b>	ZIP <b>89183</b>	Date of Birth (MM/DD/YYYY) <b>12/11/1939</b>

**Section 2 - Standard Beneficiary Designation**

In this section, name a beneficiary or beneficiaries to inherit your First Clearing, LLC IRA upon your death. Acceptable beneficiaries are an individual, estate, trust, or organization. If there is no named beneficiary or no remaining beneficiary then such amount shall be payable in accordance with the First Clearing, LLC IRA Custodial Agreement. If one of the beneficiaries in the same category should predecease the owner or disclaim benefits under this IRA, then such amount shall be payable to the remaining beneficiary or beneficiaries. If a Minor is being designated as a Primary or Contingent Beneficiary, it is recommended that you also complete the "Designation of Custodian for Minor Beneficiaries under the Uniform Transfers to Minors Act (UTMA)" section below.

**PRIMARY BENEFICIARY: I designate the following to share equally in my account balance unless otherwise indicated.**

1.	Beneficiary Name	Relationship	Date of Birth	Social Security Number	% of Benefits
	<b>Rosemary K. Christian-Kead</b>	<b>Daughter</b>	<b>10/31/1960</b>	<b>-6889</b>	
	Address	City	State	ZIP Code	
	<b>2016 Grouse ST</b>	<b>Las Vegas</b>	<b>NV</b>	<b>89134</b>	<b>33.34</b>
	<b>Raymond T. Christian Jr</b>	<b>Son</b>	<b>10/25/62</b>	<b>-5920</b>	
	Address	City	State	ZIP Code	
	<b>3229 Little Stream ST</b>	<b>Las Vegas</b>	<b>NV</b>	<b>89135</b>	<b>33.33</b>
	<b>Susan G. Christian-Payne</b>	<b>Daughter</b>	<b>10/1/65</b>	<b>-5822</b>	
	Address	City	State	ZIP Code	
	<b>1704 Double Arch CT</b>	<b>Las Vegas</b>	<b>NV</b>	<b>89128</b>	<b>33.33</b>
4.	Beneficiary Name	Relationship	Date of Birth	Social Security Number	% of Benefits
	Address	City	State	ZIP Code	
5.	Beneficiary Name	Relationship	Date of Birth	Social Security Number	% of Benefits
	Address	City	State	ZIP Code	
6.	Beneficiary Name	Relationship	Date of Birth	Social Security Number	% of Benefits
	Address	City	State	ZIP Code	

☐ Check this box if additional beneficiaries are named on a separate signed page using the same format as above.

Must equal 100%

**Trust Account** (Please complete this section only if you are naming a Trust as your Primary Beneficiary.)

The Trustee(s) serving at my death under the Agreement of Trust executed on \_\_\_\_\_ by me as grantor and \_\_\_\_\_ as Trustee(s) to be held as part of such Trust and administered and distributed in accordance with its provisions as amended to the time of my death.

Section 2 continued on next page

**Investment and Insurance Products:**

Not Insured by FDIC or any Federal Government Agency	May Lose Value	Not a Deposit of or Guaranteed by a Bank or any Bank Affiliate
------------------------------------------------------	----------------	----------------------------------------------------------------

Wells Fargo Advisors, LLC is a registered broker-dealer and separate non-bank affiliate of Wells Fargo & Company.

588535 (Rev 08 - 02/16)

Page 1 of 3

**Hilda Naghashian**  
**702-791-6136**  
 hilda.naghashian@wellsfargo.com

RESAPP000296

Sub Firm #	BR Code	FA Code	Account Number
020	SD	25	6785-8016

(Office Use Only)

**Section 2 - Standard Beneficiary Designation (continued)**

**CONTINGENT BENEFICIARY:** I designate the following to share equally in my account balance (unless otherwise indicated) if no primary beneficiary is living at the time of my death.

1.	Contingent Beneficiary Name	Relationship	Date of Birth	Social Security Number	% of Benefits
	Address	City	State	ZIP Code	
2.	Contingent Beneficiary Name	Relationship	Date of Birth	Social Security Number	% of Benefits
	Address	City	State	ZIP Code	
3.	Contingent Beneficiary Name	Relationship	Date of Birth	Social Security Number	% of Benefits
	Address	City	State	ZIP Code	
4.	Contingent Beneficiary Name	Relationship	Date of Birth	Social Security Number	% of Benefits
	Address	City	State	ZIP Code	
5.	Contingent Beneficiary Name	Relationship	Date of Birth	Social Security Number	% of Benefits
	Address	City	State	ZIP Code	
6.	Contingent Beneficiary Name	Relationship	Date of Birth	Social Security Number	% of Benefits
	Address	City	State	ZIP Code	

☐ Check this box if additional beneficiaries are named on a separate signed page using the same format as above.

Must equal 100%

**Trust Account as Contingent Beneficiary** (Please complete this section only if you are naming a Trust as your Contingent Beneficiary.)

The Trustee(s) serving at my death under the Agreement of Trust executed on \_\_\_\_\_ by me as grantor and \_\_\_\_\_ as Trustee(s) to be held as part of such Trust and administered and distributed in accordance with its provisions as amended to the time of my death.

**DESIGNATION OF CUSTODIAN FOR MINOR BENEFICIARIES UNDER THE UNIFORM TRANSFERS TO MINORS ACT (UTMA)**

If a minor beneficiary is designated, I designate \_\_\_\_\_ as Custodian for such minor beneficiary under the Uniform Transfers to Minors Act (UTMA) of the State of my domicile. If the foregoing named Custodian is unable or unwilling to serve for any reason, I designate \_\_\_\_\_ as successor Custodian. If no Custodian is named, or if the foregoing named Custodian(s) are unable or unwilling to serve for any reason, I designate the Executor or Administrator of my Will as Custodian for such minor beneficiary. If no Custodian is named or acting under the foregoing provisions, the guardian of such minor beneficiary, whether appointed under a will or by court, shall become successor Custodian for such minor beneficiary.

**Section 3 - Per Stirpes Designation**

Complete Section 3 only if you want the Primary and/or Contingent Beneficiaries named in Section 2 to share in the IRA per stirpes. This designation is optional. Per stirpes is a method of distributing the assets should a beneficiary predecease the account holder. A per stirpes designation means that if a beneficiary named in Section 2 of this form dies before you, upon your death, the predeceased beneficiary's share will pass to his or her descendants pursuant to state law.

For example, in Section 2 of this form you have named 2 Primary Beneficiaries, Beneficiary A and Beneficiary B. They are to share equally the assets of the account. Both beneficiaries have 2 children. If you make a per stirpes designation and both beneficiaries survive you, 50% will be paid to Beneficiary A and 50% will be paid to Beneficiary B. If Beneficiary A survives you but Beneficiary B predeceases you, upon your death 50% is paid to Beneficiary A and the other 50% that would normally be paid to Beneficiary B will be divided equally and paid to the two children of Beneficiary B. In order to make the designation complete, you must designate a Personal Representative or a "role." A role is described as an Executor or Trustee. Your Financial Advisor cannot be named in this capacity. Upon your death, FCC will rely on the instructions provided by this individual for proper distribution instructions. This is a simplified example of per stirpes.

Before making this designation, you should obtain a complete explanation from your legal advisor. It is important that you have a full understanding prior to completing this section. Section 3 is a two-part section and both 3a and 3b must be completed.

3a. In this section you will need to select at least one of the choices. Or, if applicable to both beneficiaries, select both.

- ☐ I designate the Primary Beneficiaries named in Section 2 to share in the IRA per stirpes. This will entitle the share of a named predeceased Primary Beneficiary to pass to his/her descendants pursuant to state law.
- ☐ I designate the Contingent Beneficiaries named in Section 2 to share in the IRA per stirpes. This will entitle the share of a named predeceased Contingent Beneficiary to pass to his/her descendants pursuant to state law.

3b. In order to make this designation complete, select one of the check boxes below and provide the requested information. You cannot name your Financial Advisor in this capacity.

- ☐ I designate a Personal Representative to provide FCC with the proper identity of any unnamed beneficiaries and the extent of their interest in the IRA identified above. My Personal Representative will be \_\_\_\_\_
- ☐ I designate an individual serving in a specific capacity or role to provide FCC with the proper identity of any unnamed beneficiaries and the extent of their interest in the IRA identified above. The individual serving in the role of \_\_\_\_\_ will provide the proper identity to FCC.

Sub Firm #	BR Code	FA Code	Account Number
020	SD	25	6785-8016
(Office Use Only)			

#### Section 4 - Non-Standard Designation of Beneficiary(ies)

Complete this section if your beneficiary(ies) is named in a supplemental document. If you have NOT named your beneficiary in Section 2 because it does not fit the format and specifications, complete this section and attach the supplemental document. In order to accept this beneficiary designation, a Personal Representative or a "role" must be designated. A role is described as an Executor or Trustee. FCC will rely on the instructions provided by this individual regarding the distribution of assets. Please seek legal advice before making this election.

- ☐ My beneficiary designation is provided in a supplemental document, which I have signed and is attached to this Change of Beneficiary form.
- ☐ I name \_\_\_\_\_ as my Personal Representative, who will provide FCC with the distribution instructions upon my death.
- ☐ I designate the individual serving in a specific capacity or role to provide FCC with the distribution instructions upon my death. The individual serving in the role of \_\_\_\_\_ will provide the proper identity to FCC.

#### Section 5 - Authorization, Indemnification and Signature

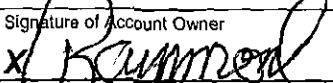
I have established the individual retirement account pursuant to the First Clearing, LLC ("FCC") Self-Directed Individual Retirement Account Custodial Agreement. I desire to use, and FCC has agreed that I may use, this IRA Change of Beneficiary in order to designate the Primary and Contingent Beneficiaries of my IRA. This Beneficiary form supersedes and replaces any prior beneficiary designations, including without limitation any beneficiaries designated on my IRA Enrollment form. Except to the extent that the following designations of Primary and Contingent Beneficiaries shall supersede those shown on the Enrollment form, the terms and provisions of the Enrollment form shall continue to be effective and shall apply to the Primary and Contingent Beneficiaries named above.

I understand that FCC may choose, in its sole discretion, not to make a distribution of my IRA to any beneficiaries who are not specifically named in this Beneficiary Designation (for example the unnamed heirs of a deceased beneficiary) unless and until FCC has been instructed by the person named or described above (i.e., Personal Representative or role) or by a court of competent jurisdiction, or otherwise receives evidence satisfactory to it, as to the proper identity of such unnamed beneficiaries and the extent of their interest in my IRA. First Clearing, LLC and the respective directors, officers, employees, agents, and representatives may rely on such instructions or satisfactory evidence, and each is hereby released and discharged from any liability arising from or related to the distribution of my IRA in reliance on such instructions or evidence.

I certify that I received no tax or legal advice from First Clearing, LLC or my broker-dealer and that all decisions regarding this designation are my own. I hereby release and discharge FCC, and each of their respective directors, officers, employees, agents, and representatives (all the "Released Parties") from any and all claims, demands, actions or causes of action arising from or relating to (i) the acceptance of this beneficiary designation; or (ii) the distribution of my IRA pursuant to this beneficiary designation, or pursuant to the instructions of the Personal Representative (which is named above) or other representative of my estate, or pursuant to evidence satisfactory to them regarding the identity of the beneficiaries of my IRA and the extent of their interests therein. I agree to defend, indemnify, and hold harmless each of the Released Parties from and against any and all loss, liability, damage, expense (including without limitation reasonable attorneys' fees and expenses), or penalty (including without limitation penalties imposed by the Internal Revenue Service) arising from or related to such claims, demands, actions or causes of action. The agreements made by me in this Change of Beneficiary form shall be in addition to all other rights or remedies which any of the Released Parties shall have, whether under another agreement, by law, in equity, or otherwise.

This Beneficiary form is binding on me, my heirs, Personal Representatives, and assigns and inures to the benefit of each of the Released Parties, and each of their successors and assigns. The agreements made by me herein shall survive my death and the termination of my IRA.


Beneficiaries are not effective until First Clearing, LLC, as Custodian of the above-referenced IRA account, has received and approved this document.

Signature of Account Owner	Printed Name of Account Owner	Date (MM/DD/YYYY)
	Raymond T. Christian	10/21/2016

#### Spousal Consent

If you are married and live in a community or marital property jurisdiction and are designating someone as beneficiary other than your spouse, your spouse must also sign in this section. This would include but is not limited to residents of AZ, CA, ID, LA, NV, NM, PR, TX, WA, and WI. Note that in Alaska, community property rules may be adopted by agreement signed by the married couple. Spousal Consent not required if establishing an Inherited IRA.

I am the spouse of the IRA account holder named above. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations. I hereby agree and consent to the naming of the Primary Beneficiary set forth above, and along with my agreement and consent, do hereby transmute to my spouse all my community property interest in the IRA described above that I may have. I acknowledge my community property interest in the IRA account and voluntarily elect to relinquish my rights to the community property interest in the IRA account. I also acknowledge and agree that I shall have no claim whatsoever against the custodian for any payment to my spouse's named beneficiary(ies).

Signature of Spouse	Printed Name of Spouse	Date (MM/DD/YYYY)
	Nancy E. Christian	10/21/2016

# **EXHIBIT T**



# POWER OF ATTORNEY FOR FINANCIAL DECISIONS

## *WARNING TO PERSON EXECUTING THIS DOCUMENT*

This is an important legal document. It creates a durable power of attorney for financial matters. Before executing this document, you should know these important facts:

1. This document gives the person you designate as your agent the power to make decisions concerning your property for you. Your agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself.
2. This power of attorney becomes effective immediately unless you state otherwise in the special instructions.
3. This power of attorney does not authorize the agent to make health care decisions for you.
4. The person you designate in this document has a duty to act consistent with your desires as stated in this document or otherwise made known or, if your desires are unknown, to act in your best interests.
5. You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until you die or revoke the power of attorney or the agent resigns or is unable to act for you.
6. Your agent is entitled to reasonable compensation unless you state otherwise in the special instructions.
7. This form provides for designation of one agent. If you wish to name more than one agent you may name a co-agent in the special instructions. Co-agents are not required to act together unless you include that requirement in the special instructions.
8. If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent.
9. You have the right to revoke the authority granted to the person designated in this document.
10. This document revokes any prior durable power of attorney.
11. If there is anything in this document that you do not understand, you should ask a lawyer to explain it to you.

## **1. DESIGNATION OF AGENT.**

I, NANCY I. CHRISTIAN do hereby designate and appoint:

Name: SUSAN G. CHRISTIAN-PAYNE  
Address: Las Vegas, NV  
Telephone Number: (702) 308-6674

as my agent to make decisions for me and in my name, place and stead and for my use and benefit and to exercise the powers as authorized in this document.

## **2. DESIGNATION OF ALTERNATE AGENT.**

If SUSAN G. CHRISTIAN-PAYNE is unable or unwilling to act for me, then I designate the following person to serve as my agent as authorized in this document:

### **A. First Alternative Agent**

Name: ROSEMARY K. CHRISTIAN-KEACH  
Address: Las Vegas, NV  
Telephone: (702) 271-3864

### **B. Second Alternative Agent**

Name: RAYMOND T. CHRISTIAN, JR.  
Address: Las Vegas, NV  
Telephone: (702) 340-4700

### 3. OTHER POWERS OF ATTORNEY.

This Power of Attorney is intended to, and does, revoke any prior Power of Attorney for financial matters I have previously executed.

### 4. NOMINATION OF GUARDIAN.

If, after execution of this Power of Attorney, incompetency proceedings are initiated for my estate, I hereby nominate as my guardian or conservator for consideration by the court the person(s) nominated as Executor in my most recently executed Last Will and Testament. If I do not have a validly executed Last Will, then I nominate as guardian for my estate for consideration by the court my agent herein named, in the order named.

### 5. GRANT OF GENERAL AUTHORITY.

I grant my agent and any successor agent(s) general authority to act for me with respect to the following subjects:

Real Property; Tangible Personal Property; Stocks and Bonds; Commodities and Options; Banks and Other Financial Institutions; Safe Deposit Boxes; Operation of Entity or Business; Insurance and Annuities; Estates, Trusts and Other Beneficial Interests; Legal Affairs, Claims and Litigation; Personal Maintenance; Benefits from Governmental Programs or Civil or Military Service; Retirement Plans; Taxes.

  
(Initial here if this  
reflects your desires)

*(As provided in NRS §§ 162A.480 through 162A.610.)*

My agent **MAY NOT** do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

*(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your agent.)*

- \_\_\_\_\_ • Create, amend, revoke or terminate an *inter vivos*, family, living, irrevocable or revocable trust
- \_\_\_\_\_ • Make a gift, subject to the limitations of NRS and any special instructions in this Power of Attorney
- \_\_\_\_\_ • Create or change rights of survivorship
- \_\_\_\_\_ • Create or change a beneficiary designation

MC

MC

MC

- Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan
- Exercise fiduciary powers that the principal has authority to delegate
- Disclaim or refuse an interest in property, including a power of appointment

#### 6. LIMITATION ON AGENT'S AUTHORITY.

An agent that is not my spouse MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

#### 7. SPECIAL INSTRUCTIONS OR OTHER OR ADDITIONAL AUTHORITY GRANTED TO AGENT:

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#### 8. DURABILITY AND EFFECTIVE DATE.

MC  
(Initial here if this  
reflects your desires)

DURABLE. This Power of Attorney shall not be affected by my subsequent disability or incapacity.

MC  
(Initial here if this  
reflects your desires)

SPRINGING POWER. It is my intention that this Power of Attorney shall become effective only upon my incapacity and I hereby direct that my designated agent, and any person or entity that my designated agent may transact business with on my behalf, may rely on a written medical opinion issued by a licensed medical doctor stating that I am disabled or incapacitated, and incapable of managing my affairs, and that said medical opinion shall establish whether or not I am under a disability for the purpose of establishing the authority of my designated agent to act in accordance with this Power of Attorney.

MC  
(Initial here if this  
reflects your desires)

I wish to have this Power of Attorney become effective on the following date:  
Randy Christ 10-11-2016.

I wish to have this Power of Attorney end on the following date:

MC  
(Initial here if this  
reflects your desires)

(Initial here if this  
reflects your desires)

HYBRID. As to my first named agent this Power of Attorney shall be Durable and shall not be affected by my subsequent disability or incapacity. As to my alternate agents this Power of Attorney shall become a Springing Power upon the death, incapacity, or inability of my first named agent to act for me, and therefore shall become effective to my alternate agents only upon incapacity as discussed below. My alternate agents may transact business on my behalf, may rely on a written medical opinion issued by a licensed medical doctor stating that I am disabled or incapacitated, and incapable of managing my affairs, and that said medical opinion shall establish whether or not I am under a disability for the purpose of establishing the authority of my designated agent to act in accordance with this Power of Attorney.

## **9. THIRD PARTY PROTECTION.**

Third parties may rely upon the validity of this Power of Attorney or a copy and the representations of my agent as to all matters relating to any power granted to my agent, and no person or agency who relies upon the representation of my agent, or the authority granted by my agent, shall incur any liability to me or my estate as a result of permitting my agent to exercise any power unless a third party knows or has reason to know this Power of Attorney has terminated or is invalid.

*(As contained in NRS § 162A.370(3): A person that refuses in violation of this section to accept an acknowledged power of attorney is subject to: a) a court order mandating acceptance of the power of attorney; and b) liability for reasonable attorney's fees and costs incurred in any action or proceeding that confirms the validity of the power of attorney or mandates acceptance of the power of attorney).*


## **10. RELEASE OF INFORMATION.**

I agree to, authorize, and allow full release of information, by any government agency, business, creditor or third party who may have information pertaining to my assets or income, to my agent named herein.

**11. SIGNATURE AND ACKNOWLEDGEMENT.**

YOU MUST DATE AND SIGN THIS POWER OF ATTORNEY. THIS POWER OF ATTORNEY WILL NOT BE VALID UNLESS IT IS ACKNOWLEDGED BEFORE A NOTARY PUBLIC.

I sign my name to this Power of Attorney on October 11, 2016 in Clark County, Nevada.

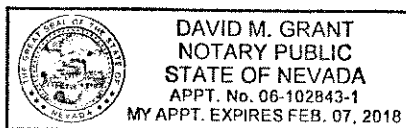
  
\_\_\_\_\_  
NANCY I. CHRISTIAN

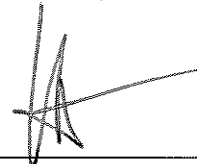
**CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC**

STATE OF NEVADA       )  
                                      )ss.  
COUNTY OF CLARK     )

On October 11, 2016 before me, the undersigned, a Notary Public in and for said County of Clark, State of Nevada, personally appeared NANCY I. CHRISTIAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



  
\_\_\_\_\_  
NOTARY PUBLIC

## IMPORTANT INFORMATION FOR AGENT

1. Agent's Duties. When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or the Power of Attorney is terminated or revoked. You must:
  - a) Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
  - b) Act in good faith;
  - c) Do nothing beyond the authority granted in this Power of Attorney; and
  - d) Disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner: (Principal's Name) by (Your Signature) as Agent
2. Unless the Special Instructions in this Power of Attorney state otherwise, you must also:
  - a) Act loyally for the principal's benefit;
  - b) Avoid conflicts that would impair your ability to act in the principal's best interest;
  - c) Act with care, competence, and diligence;
  - d) Keep a record of all receipts, disbursements and transactions made on behalf of the principal;
  - e) Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest; and
  - f) Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.
3. Termination of Agent's Authority. You must stop acting on behalf of the principal if you learn of any event that terminates this Power of Attorney or your authority under this Power of Attorney. Events that terminate a Power of Attorney or your authority to act under a Power of Attorney include:
  - a) Death of the principal;
  - b) The principal's revocation of the Power of Attorney or your authority;
  - c) The occurrence of a termination event stated in the Power of Attorney;
  - d) The purpose of the Power of Attorney is fully accomplished; or
  - e) If you are married to the principal, your marriage is dissolved.
4. Liability of Agent. The meaning of the authority granted to you is defined in Title 13 of Nevada Revised Statutes. If you violate this chapter or act outside the authority granted in this Power of Attorney, you may be liable for any damages caused by your violation.
5. If there is anything about this document or your duties that you do not understand, you should seek legal advice.