

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

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SUSAN CHRISTIAN-PAYNE,
ROSEMARY KEACH, AND
RAYMOND CHRISTIAN, JR.,
Appellants,
vs.
ANTHONY L. BARNEY, LTD.,
Respondent.

Respectfully Submitted,
ANTHONY L. BARNEY, LTD.

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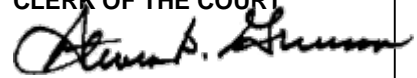
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Dated October 11, 2016*

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

PETITION TO CONFIRM SUCCESSOR TRUSTEE

COMES NOW, Jacqueline Utkin ("Utkin"), Successor Trustee to the Christian Family Trust Dated October 11, 2016 ("CFT"), by and through her attorneys of record, Jerimy Kirschner & Associates, PLLC., and hereby files this PETITION TO CONFIRM SUCCESSOR TRUSTEE.

This Petition is made based on the following Memorandum of Points and Authorities, the exhibits thereto, the papers and pleadings already on file herein and any oral argument the Court may permit at a hearing of this matter.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Utkin seeks an order from this Court to confirm her position as trustee for the CFT. Utkin was duly appointed according to the terms of the CFT and its June 12, 2017 "Modification and Designation of Trustee and Successor Trustee" ("Modification"), however, the beneficiaries Rosemary K. Christian-Keach, Raymond T. Christian, Jr., and Susan G. Christian-Payne ("Contesting Beneficiaries") have taken the position that Utkin is not the successor trustee and have threatened her with legal action. To eliminate any further doubt, and to ensure that Utkin is able to complete her duties as trustee without interference, she now asks this Court for an order confirming that she is the successor trustee to the CFT.

II. FACTUAL AND PROCEDURAL HISTORY

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 "CFT"). **Exhibit 1 – Copy of Christian Family Trust.**

2. Section 9.3 of the CFT states:

9.3 Power to Change Trustee. 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.**

See, Exhibit 1. (Emphasis added)

3. On January 31, 2017, trustor Raymond Christian died, leaving the sole trustor as NANCY CHRISTIAN.

4. At that time, the trustees of the trust were the Contesting Beneficiaries. *See*, Exhibit 1, Pg. 3, Preamble.

5. On June 6, 2017, NANCY CHRISTIAN met and consulted with Sean M. Tanko, Esq. who review and advise her on a proposed Modification and Designation of Trustee and Successor Trustee (“Modification”) to the CFT. The Modification sought to change the CFT’s trustee to Monte Brian Reason and, thereafter, Wells Fargo Bank. Mr. Tanko, Esq. then executed a certificate of independent review pursuant to NRS 155.097 (“155 CIR”). **Exhibit 2 – 155 CIR.**

6. On June 12, 2017, NANCY CHRISTIAN executed the Modification which states in pertinent part:

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 individuals) 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.

Exhibit 3 – June 12, 2017 Modification (emphasis added).

7. On June 21, 2017, MONTE BRIAN REASON accepted the appointment, and signed a Certificate of Incumbency confirming the same (“1st COI”). **Exhibit 4 – Monte COI.**

8. On July 31, 2017, Contesting Beneficiaries filed the instant action challenging NANCY CHRISTIAN’s decision to remove them as trustees.

9. On October 31, 2017, this Court issued its Order confirming it was taking jurisdiction over the Trust.

10. On December 14, 2017, trustor NANCY CHRISTIAN died.

11. Upon information and belief, MONTE BRIAN REASON sought to resign as trustee of the CFT due to a potential conflict of interest as a result of his dual role as the executor for the estate of NANCY CHRISTIAN and trustee of her individual trust.

12. Pursuant to Section 4, of the Modification, MONTE BRIAN REASON sought to appoint Wells Fargo Bank, N.a.

13. On December 22, 2017, Wells Fargo Bank, N.a., executed a declination to act as successor trustee through its agent and Vice President of Risk Management, Linda Fionda.

Exhibit 5 – Declination of Wells Fargo Bank.

14. Section 8.1 of the CFT provides:

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.**

Exhibit 1, Section 8.1 (emphasis added)

15. Thereafter, MONTE BRIAN REASON nominated Utkin to serve as the successor trustee to the Trust, which she accepted.

16. On January 4, 2018, MONTE BRIAN REASON executed a Resignation Of Trustee And Nomination Of Successor Trustee (“Resignation”) which nominated Utkin as the successor trustee, and stated he would resign upon her acceptance, specifically:

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.

Exhibit 6 – Resignation, ¶11.

17. On January 12, 2018, Utkin executed a Certificate of Incumbency formally accepting the position as successor trustee of the CFT(“2nd COI”). **Exhibit 7 – Signed Certificate of Incumbency; See Also, Exhibit 8 – Signed & Notarized Certificate of Incumbency.**

1 18. On January 17, 2018, a hearing was held in this matter whereat the Contesting
2 Beneficiaries' challenged the appointment and position of Utkin as trustee.

3 19. Since that time Contesting Beneficiaries have both disputed Utkin's appointment as
4 successor trustee and also stated that they expect her to abide by her fiduciary duties as trustee.

5 20. To eliminate the legal uncertainty caused by Contesting Beneficiaries' asserted
6 challenge, Utkin's now seeks confirmation from this Court that she is the undisputed successor
7 trustee.
8

9 **III. ARGUMENT**

10 NRS 153.031 empowers a Court to take jurisdiction over a trust and to:

- 11 (b) Determining the construction of the trust instrument...
12 (d) Determining the validity of a provision of the trust;...
13 (k) Appoint[] or remov[e] a trustee;

14 Utkin now seeks to have this Court confirm through a formal order that the collective
15 reading of the Trust, Modification, 1st COI, Resignation, and 2nd COI (collectively "Succession
16 Documents") act to confirm her as successor trustee of the Trust. The plain language of the
17 controlling terms are unambiguous and leave no doubt as to their interpretation, and it follows that
18 Utkin is the successor trustee.

19 To date, Petitioners have made two challenges to the Succession Documents: that the CFT's
20 authorization to remove them as the original trustees was a "scrivener's error;" and that the
21 Modification was a result of undue influence.

22 First, Petitioner's argument for a scrivener's error to reform the removal power of Section
23 9.3 is striking in that it is utterly devoid of any legal authority or verified facts to support the
24 position. Nowhere in Petitioners' pleadings is there a single authority or secondary source which
25 allows for reformation of the unambiguous language of Section 9.3 or otherwise permits extrinsic
26 evidence to dispute the express terms. The scrivener's error concept is very narrow and intended to
27 address minor non-controversial mistakes, not a rule which allows for reformation of entire
28 provisions of a trust. DOCTRINE OF SCRIVENER'S ERROR, Black's Law Dictionary (10th ed.

2014) (A rule permitting a *typographical error* in a document to be reformed by parol evidence, if the evidence is precise, clear, and convincing) (emphasis added); *See also* BLACK'S LAW DICTIONARY 622 (9th ed.2009) (A scrivener's error, or clerical error, is an error "resulting from a minor mistake or inadvertence" examples of which include "typing an incorrect number; mistranscribing a word") (emphasis added). Petitions reliance upon this doctrine to invalidate entire provisions of the trust, or to add in entire provisions, is incorrect and cannot defeat Utkin's appointment as Trustee. Moreover, the interpretation is belied by an actual creator to the CFT using and relying upon the provision for her benefit.

Secondly, Petitioners argument that the Modification was a result of undue influence is based on conjecture at best, however the Modification is supported by the drafting attorneys, and the 155 CIR. *See*, Exhibit 2. To be clear, the 155 CIR is an attestation by an independent attorney uninvolved in the drafting, who reviewed the Modification, counseled NANCY CHRISTIAN about the Modification's consequences, and specifically examined for whether the Modification was the result of fraud, duress or undue influence. NRS 155.0975(4)(a)-(c). The 155 CIR, executed a week before the Modification was signed, concludes that the Modification was "not the product of fraud, duress or undue influence." *See*, Exhibit 2. Thus, you have multiple professionals personally meeting with NANCY CHRISTIAN and confirming that the Modification was her will alone, while Petitioners have their unsubstantiated opinion testimony that they should have not been removed. The result is lopsided in favor of the Modification's validity.

IV. CONCLUSION

Utkin asks this court for an Order confirming that she is the sole trustee of the CFT.

DATED this 26th day of January, 2018.

JERIMY KIRSCHNER & ASSOCIATES, PLLC

/s/ Jeremy L. Kirschner, Esq.

JERIMY L. KIRSCHNER, ESQ.

Nevada Bar No. 12012

5550 Painted Mirage Rd., Suite 320

Las Vegas, NV 89149

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

Jacqueline
Jacqueline Utk

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Jerimy Kirschner & Associates, PLLC, and on January 26, 2018, I caused a copy of the foregoing PETITION TO CONFIRM SUCCESSOR TRUSTEE 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
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Las Vegas, NV 89134
Attorney for Monte Reason

/s/ Sarah Mintz

An Employee of JERIMY KIRSCHNER & ASSOCIATES, PLLC

EXHIBIT 1

THE CHRISTIAN FAMILY TRUST

Dated October 11, 2016

Prepared by:



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

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Trust Agreement

OF THE

CHRISTIAN FAMILY TRUST

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

Witnesseth:

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

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

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

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

ARTICLE 1

NAME AND BENEFICIARIES OF THE TRUST

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

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

ARTICLE 2

DISTRIBUTION OF INCOME AND PRINCIPAL

WHILE BOTH TRUSTORS SHALL LIVE

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

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

ARTICLE 3

INCAPACITY

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

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

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

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

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

ARTICLE 4

DISTRIBUTION OF INCOME AND PRINCIPAL

UPON THE DEATH OF A TRUSTOR

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

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

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

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

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

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

ARTICLE 5

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

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

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

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

ARTICLE 6

DISTRIBUTION OF INCOME AND PRINCIPAL

AFTER DEATH OF BOTH TRUSTORS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7

TRUSTEE'S DISCRETION ON DISTRIBUTION TO

PRIMARY BENEFICIARIES

7.1 Delay of Distribution. Notwithstanding the distribution provisions of Article 6, the following powers and directions are given to the Trustee:

- (a) If, upon any of the dates described in Article 6, the Trustee for any reason described below determines, in the Trustee's sole discretion, that it would not be in the best interest of the beneficiary that a distribution take place, then in the event the said distribution shall be totally or partially postponed until the reason for the postponement has been eliminated. During the period of postponement, the Trustee shall have the absolute discretion to distribute income or principal to the beneficiary as the Trustee deems advisable for the beneficiary's welfare.
- (b) If said causes for delayed distribution are never removed, then the Trust share of that beneficiary shall continue until the death of the beneficiary and then be distributed as provided in this Trust Instrument. The causes of such delay in the distribution shall be limited to any of the following:
 - (1) The current involvement of the beneficiary in a divorce proceeding or a bankruptcy or other insolvency proceedings.
 - (2) The existence of a large judgment against the beneficiary.
 - (3) Chemical abuse or dependency.
 - (4) The existence of any event that would deprive the beneficiary of complete freedom to expend the distribution from the Trust estate according to his or her own desires.
 - (5) In the event that a beneficiary is not residing in the United State of America at any given time, then the Trustee may decline to transmit to him or her any part or all of the income and shall not be required to transmit to him or her any of the principal if, in the Trustee's sole and uncontrolled judgment, the political and/or economic conditions of such place or residence of the beneficiary are such that it is likely the money would not reach him or her, or upon reaching him or her, would be unduly taxed, seized, confiscated, appropriated, or in any way taken from him or her in such a

manner as to prevent his or her use and enjoyment of the same.

- (6) The judicially declared incompetency of the beneficiary.
- (c) The Trustee shall not be responsible unless the Trustee has knowledge of the happening of any event set forth above.
- (d) To safeguard the rights of the beneficiary, if any distribution from his or her Trust share has been delayed for more than one (1) year, he or she may apply to the District Court in Las Vegas, Nevada, for a judicial determination as to whether the Trustee has reasonably adhered to the standards set forth herein. The Trustee shall not have any liability in the event the Court determines the Trustee made a good faith attempt to reasonably follow the standards set forth above

7.2 Power to Establish a Special Needs Trust and to Amend or Reform the Trust. If an individual beneficiary of this Trust has applied for or is receiving government assistance that is based on financial eligibility requirements or if the Trustee reasonably anticipates that a beneficiary may need and qualify for such government assistance in the foreseeable future, the Trustee may in its sole, absolute and uncontrolled discretion withhold the Trust property otherwise distributable to such beneficiary and establish a third-party created and funded discretionary non-support spendthrift special needs trust or; if that is not possible or practicable, establish by court order a first-party (*i.e.* a self-settled) discretionary non-support spendthrift special needs trust (such as a self-settled special needs trust permitted under 42 U.S.C. section 1396p(d)(4)(A) or 42 U.S.C. section 1396p(d)(4)(C)). The Trustee shall then fund the special needs trust with the property that would otherwise be distributed to the beneficiary. In establishing a special needs trust, the Trustee may select a trustee and successor trustees (other than the beneficiary or the beneficiary's spouse), establish accounting requirements and shall include all provisions determined to be reasonable and necessary by the Trustee, after consultation with a qualified attorney.

It is the Trustors' intent that any special needs trust established pursuant to this provisions be drafted and administered so as to provide the maximum benefit to the beneficiary and that the assets of the special needs trust not be available to the beneficiary for determining the beneficiary's income or assets under rules by which any

government agency determines eligibility for need-based services or financial services (such as SSI and Medicaid). To the extent required by law, the special needs trust shall be for the sole benefit of the beneficiary during his or her lifetime. To the extent not prohibited by law, distributions from the special needs trust shall be made in the sole, absolute and uncontrolled discretion of the special needs trustee to or for the benefit of the beneficiary. In making such distributions, the special needs trustee shall consider the effect such distributions may have on the beneficiary's said government assistance benefits. The special needs trust (or joinder agreement as concerns a special needs trust established pursuant to 42 U.S.C. section 1396p(d)(4)(C)) shall provide (to the extent possible) that upon the beneficiary's death and after all proper reimbursements and payment of expenses have been made (to the extent such reimbursements and payments are required by law), the special needs trustee shall distribute the remaining trust property, if any, in the manner provided for herein as if the special needs beneficiary had predeceased the Trustors. The Trustee shall neither possess nor exercise its authority hereunder in a manner that would impair or prevent a beneficiary's unexercised right of withdrawal that has not yet lapsed or prevent an existing bequest from qualifying for the marital or charitable deduction, or would impair the status or qualification of a trust that holds shares of stock in a Subchapter S corporation, or would prevent a trust from qualifying as a look through trust with a designated beneficiary (or beneficiaries).

After the death of the Trustors, the Trustee may obtain an order from a court of competent jurisdiction to amend or reform any trust (or any trust created or to be created) under this Agreement to the minimum extent necessary to comply with the Trustors' intent and to comply with applicable federal and state laws or regulations, including those pertaining to special needs trusts. The Trustee's authority hereunder is to be exercised only in a fiduciary capacity and may not be used to enlarge or shift any beneficial interest, except as an incidental consequence of the discharge of fiduciary duties, and in no event shall any amendment or reformation increase the class of beneficiaries. No Trustee (or court) shall have the power to amend or reform this Agreement in a manner that would thwart the Trustors' intent, impair or prevent a beneficiary's unexercised right of withdrawal that has not yet lapsed, or prevent an

existing bequest from qualifying for the marital or charitable deduction or would impair the status or qualification of a trust that holds shares of stock in a Subchapter S corporation or would prevent a trust from qualifying as a look through trust with a designated beneficiary (or beneficiaries). In no event shall this power of amendment or reformation be construed or exercised in a manner so as to bestow upon the Trustee a general power of appointment (as that term is defined under the Internal Revenue Code).

ARTICLE 8

PROVISIONS RELATING TO TRUSTEESHIP

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. If no such appointment is made, the majority of the adult beneficiaries entitled to distribution from this trust may appoint a Successor Trustee.

8.2 Liability of Successor Trustee. No Successor Trustee shall be liable for the acts, omissions, or default of a prior Trustee. Unless requested in writing within sixty (60) days of appointment by an adult beneficiary of the Trust, no Successor Trustee shall have any duty to audit or investigate the accounts or administration of any such Trustee, and may accept the accounting records of the predecessor Trustee showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the Trust.

8.3 Acceptance by Trustee. A Trustee shall become Trustee or Co-Trustee jointly with any remaining or surviving Co-Trustees, and assume the duties thereof, immediately upon delivery of written acceptance 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, without the necessity of any other act, conveyance or transfer.

8.4 Delegation by Trustee. Any individual Co-Trustee shall have the right at any time, by an instrument in writing delivered to the other Co-Trustee, to delegate to such other Co-Trustee any and all of the Trustee's powers and discretion.

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.

8.6 Corporate Trustee. During the Trust periods, if any, that a corporate Trustee acts as Co-Trustee with an individual, the corporate Trustee shall have the unrestricted right to the custody of all securities, funds, and other property of the Trusts and it shall make all payments and distributions provided hereunder.

8.7 Majority. Subject to any limitations stated elsewhere in this Trust Agreement, all decisions affecting any of the Trust estate shall be made in the following manner: While three or more Trustees, whether corporate or individual, are in office, the determination of a majority shall be binding. If only two individual Trustees are in office, they must act unanimously.

8.8 Bond. No bond shall ever be required of any Trustee hereunder.

8.9 Expenses and Fees. The Successor Trustee shall be reimbursed for all actual expenses incurred in the administration of any Trust created herein. The Successor Trustee shall be entitled to reasonable compensation for service rendered to the Trust. In no event, however, shall the fees exceed those fees that would have been

charged by state or federal banks in the jurisdiction in which the Trust is being governed.

ARTICLE 9

PROVISIONS RELATING TO TRUSTORS' POWERS

9.1 Power to Amend. During the joint lifetime of Trustors, this Trust Agreement may be amended in whole or in part by an instrument in writing, signed by both Trustors, and delivered to the Trustee. In the event that either Trustor should become deceased or incapacitated, as defined herein, the Trust may not be amended. Upon the death of both Trustors, this Trust Agreement shall not be amended.

9.2 Power to Revoke. During the joint lifetime of Trustors, the Trustors may revoke, in whole or in part, this Trust Agreement by an instrument in writing, signed by both Trustors, and delivered to the Trustee. In the event that either Trustor should become incapacitated or deceased, the Trust may not be revoked by the surviving Trustor. Upon the death of both Trustors, this Trust Agreement shall not be revoked.

9.3 Power to Change Trustee. 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.

9.4 Additions to Trust. Any additional property acceptable to the Trustee may be transferred to this Trust. The property shall be subject to the terms of this Trust.

9.5 Special Gifts. If either Trustor becomes legally incompetent, or if in the Trustee's judgment reasonable doubt exists regarding capacity, the Trustee is

authorized in such Trustee's sole discretion to continue any gift program which such Trustor had previously commenced, to make use of the federal gift tax annual exclusion, including consenting to gifts by the other Trustor. Such gifts may be made outright or in Trust.

ARTICLE 10

PROVISIONS RELATING TO TRUSTEES' POWERS

10.1 Management of Trust Property. With respect to the Trust property, except as otherwise specifically provided in this Trust, the Trustee shall have all powers now or hereafter conferred upon trustees by applicable state law, and also those powers appropriate to the orderly and effective administration of the Trust. Any expenditure involved in the exercise of the Trustees' powers shall be borne by the Trust estate. Such powers shall include, but not be limited to, the following powers with respect to the assets in the Trust estate:

- (a) With respect to real property: to sell and to buy real property; to mortgage and/or convey by deed of trust or otherwise encumber any real property now or hereafter owned by this Trust (including, but not limited to any real property, the Trustee may hereafter acquire or receive and the Trustor's personal residence) to lease, sublease, release; to eject, remove and relieve tenants or other persons from, and recover possession of by all lawful means; to accept real property as a gift or as security for a loan; to collect, sue for, receive and receipt for rents and profits and to conserve, invest or utilize any and all of such rents, profits and receipts for management and conservation, to pay, compromise, or to contest tax assessments and to apply for refunds in connection therewith; to employ laborers; to subdivide, develop, dedicate to public use without consideration, and/or dedicate easements over; to maintain, protect, repair, preserve, insure, build upon, demolish, alter or improve all or any part thereof; to obtain or vacate plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to release or partially release real property from a lien.
- (b) To register any securities or other property held hereunder in the names of Trustees or in the name of a nominee, with or without the addition of words indicating that such securities or other property are held in a fiduciary capacity, and to hold in bearer form any

securities or other property held hereunder so that title thereto will pass by delivery, but the books and records of Trustees shall show that all such investments are part of their respective funds.

- (c) To hold, manage, invest and account for the separate trusts in one or more consolidated funds, in whole or in part, as they may determine. As to each consolidated fund, the division into the various shares comprising such fund need be made only upon Trustees' books of account.
- (d) To lease Trust property for terms within or beyond the term of the Trust and for any purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling and unitization agreements.
- (e) To borrow money, mortgage, pledge or lease trust assets for whatever period of time Trustee shall determine, even beyond the expected term of the respective Trust.
- (f) To hold and retain any property, real or personal, in the form in which the same may be at the time of the receipt thereof, as long as in the exercise of their discretion it may be advisable so to do, notwithstanding same may not be of a character authorized by law for investment of trust funds.
- (g) To invest and reinvest in their absolute discretion, and they shall not be restricted in their choice of investments to such investments as are permissible for fiduciaries under any present or future applicable law, notwithstanding that the same may constitute an interest in a partnership.
- (h) To advance funds to any of the Trusts for any Trust purpose. The interest rate imposed for such advances shall not exceed the current rates.
- (i) To institute, compromise, and defend any actions and proceedings.
- (j) To vote, in person or by proxy, at corporate meetings any shares of stock in any Trust created herein, and to participate in or consent to any voting Trust, reorganization, dissolution, liquidation, merger, or other action affecting any such shares of stock or any corporation which has issued such shares of stock.
- (k) To partition, allot, and distribute, in undivided interest or in kind, or partly in money and partly in kind, and to sell such property as the Trustees may deem necessary to make division or partial or final distribution of any of the Trusts.

- (l) To determine what is principal or income of the Trusts and apportion and allocate receipts and expenses as between these accounts.
- (m) To make payments hereunder directly to any beneficiary under disability, to the guardian of his or her person or estate, to any other person deemed suitable by the Trustees, or by direct payment of such beneficiary's expenses.
- (n) To employ agents, attorneys, brokers, and other employees, individual or corporate, and to pay them reasonable compensation, which shall be deemed part of the expenses of the Trusts and powers hereunder.
- (o) To accept additions of property to the Trusts, whether made by the Trustors, a member of the Trustors' family, by any beneficiaries hereunder, or by any one interested in such beneficiaries.
- (p) To hold on deposit or to deposit any funds of any Trust created herein, whether part of the original Trust fund or received thereafter, in one or more savings and loan associations, bank or other financing institution and in such form of account, whether or not interest bearing, as Trustees may determine, without regard to the amount of any such deposit or to whether or not it would otherwise by a suitable investment for funds of a trust.
- (q) To open and maintain safety deposit boxes in the name of this Trust.
- (r) To make distributions to any Trust or beneficiary hereunder in cash or in specific property, real or personal, or an undivided interest therein, or partly in cash and partly in such property, and to do so without regard to the income tax basis of specific property so distributed. The Trustors request but do not direct, that the Trustees make distributions in a manner which will result in maximizing the aggregate increase in income tax basis of assets of the estate on account of federal and state estate, inheritance and succession taxes attributable to appreciation of such assets.
- (s) The powers enumerated in NRS 163.265 to NRS 163.410, inclusive, are hereby incorporated herein to the extent they do not conflict with any other provisions of this instrument.

- (t) The enumeration of certain powers of the Trustees shall not limit their general powers, subject always to the discharge of their fiduciary obligations, and being vested with and having all the rights, powers and privileges which an absolute owner of the same property would have.
- (u) The Trustees shall have the power to invest Trust assets in securities of every kind, including debt and equity securities, to buy and sell securities, to write covered securities options on recognized options exchanges, to buy-back covered securities options listed on such exchanges, buy and sell listed securities options, individually and in combination employing recognized investment techniques such as, but not limited to, spreads, straddles, and other documents, including margin and option agreements which may be required by securities brokerage firms in connection with the opening of accounts in which such option transactions will be effected.
- (v) The power to guaranty loans made for the benefit of, in whole or in part, any Trustor or Beneficiary or any entity in which any Trustor of Beneficiary has a direct or indirect interest.
- (w) In regard to the operation of any closely held business of the Trust, the Trustees shall have the following powers:
 - (1) The power to retain and continue the business engaged in by the Trust or to recapitalize, liquidate or sell the same.
 - (2) The power to direct, control, supervise, manage, or participate in the operation of the business and to determine the manner and degree of the fiduciary's active participation in the management of the business and to that end to delegate all or any part of the power to supervise, manage or operate the business to such person or persons as the fiduciary may select, including any individual who may be a beneficiary or Trustee hereunder.
 - (3) The power to engage, compensate and discharge, or as a stockholder owning the stock of the Corporation, to vote for the engagement, compensation and discharge of such managers, employees, agents, attorneys, accountants, consultants or other representatives, including anyone who may be a beneficiary or Trustee hereunder.

- (4) The power to become or continue to be an officer, director or employee of a Corporation and to be paid reasonable compensation from such Corporation as such officer, director and employee, in addition to any compensation otherwise allowed by law.
- (5) The power to invest or employ in such business such other assets of the Trust estate.

10.2 Power to Appoint Agent. The Trustee is authorized to employ attorneys, accountants, investment managers, specialists, and such other agents as the Trustee shall deem necessary or desirable. The Trustee shall have the authority to appoint an investment manager or managers to manage all or any part of the assets of the Trust, and to delegate to said investment manager the discretionary power to acquire and dispose of assets of the Trust. The Trustee may charge the compensation of such attorneys, accountants, investment managers, specialists, and other agents against the Trust, including any other related expenses.

10.3 Broad Power of Distribution. After the death of both Trustors, upon any division or partial or final distribution of the Trust estate, the Successor Trustee shall have the power to partition, allot and distribute the Trust estate in undivided interest or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and to sell such property as the Trustee, in the Trustee's discretion, considers necessary to make such division or distribution. In making any division or partial or final distribution of the Trust estate, the Trustee shall be under no obligation to make pro rata division or to distribute the same assets to beneficiaries similarly situated. Rather, the Trustee may, in the Trustee's discretion, make non pro rata divisions between Trusts or shares and non pro rata distributions to beneficiaries as long as the respective assets allocated to separate trusts or shares or the distributions to beneficiaries have equivalent or proportionate fair market value. The income tax basis of assets allocated or distributed non pro rata need not be equivalent and may vary to a greater or lesser amount, as determined by the Trustee, in his or her discretion, and no adjustment need be made to compensate for any difference in basis.

10.4 Power to Hold Title in the Name of One Trustee Only. With regard to the separate property of one Trustor, that Trustor may, at his or her option, be the sole Trustee with regard to title to that property. Upon the death or incapacity of the Trustee in whose name title to that property is held, the Successor Trustee shall assume management of the property.

10.5 Apply for Government Assistance. The Trustee shall have the power to deal with governmental agencies. To make applications for, receive and administer any of the following benefits, if applicable: Social Security, Medicare, Medicaid, Supplemental Security Income, In-Home Support Services, and any other government resources and community support services available to the elderly.

10.6 Catastrophic Health Care Planning. The Trustee shall have the power to explore and implement planning strategies and options and to plan and accomplish asset preservation in the event a Trustor needs long-term health care and nursing care. Such planning shall include, but is not necessarily limited to, the power and authority to: (1) make home improvements and additions to the Trustors' family residence; (2) pay off, partly or in full, the encumbrance, if any, on the Trustors' family residence; (3) purchase a family residence, if the Trustors do not own one; (4) purchase a more expensive family residence; (5) transfer the family residence to the Trustor-spouse who does not need long-term medical, health, or nursing care; (6) divide community property assets equally between the Trustors; or (7) make gifts of assets for estate planning purposes to the beneficiaries and in the proportions set forth in Article 6.

10.7 Power of Co-Trustee to Act Alone. As long as Trustors are also Co-Trustees, either one of the Co-Trustees may act alone with reference to any powers of the Trustee just as if he or she was the sole Trustee. Any person dealing with one of the Trustees shall not have the right to insist on the other Co-Trustee joining in on any transaction.

ARTICLE 11

PROTECTION OF AND ACCOUNTING BY TRUSTEES

11.1 Protection. Trustees shall not be liable for any loss or injury to the property at any time held by them hereunder, except only such as may result from their fraud, willful misconduct, or gross negligence. Every election, determination, or other exercise by Trustees of any discretion vested, either expressly or by implication, in them, pursuant to this Trust Agreement, whether made upon a question actually raised or implied in their acts and proceedings, shall be conclusive and binding upon all parties in interest.

11.2 Accounting. Upon the written request delivered or mailed to the Trustees by an income beneficiary hereunder, the Trustees shall render a written statement of the financial status of the Trust. Such statement shall include the receipts and disbursements of the Trust for the period requested or for the period transpired since the last statement and the principal of the Trust at the end of such period. Statements need not be rendered more frequently than annually.

ARTICLE 12

EXONERATION OF PERSONS DEALING WITH THE TRUSTEES

No person dealing with the Trustees shall be obliged to see to the application of any property paid or delivered to them or to inquire into the expediency or propriety of any transaction or the authority of the Trustees to enter into and consummate the same upon such terms as they may deem advisable.

ARTICLE 13

HIPAA RELEASE

If any person's authority under the instrument is dependent upon any determination that a Trustor is unable to properly manage his or her affairs or a determination of his or her incapacity, then any physician, health-care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health-care

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

ARTICLE 14

GENERAL PROVISIONS

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

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

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

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

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

provisions of the Trusts established herein, then in any and all of the above-mentioned cases and events, such person or persons shall receive One Dollar (\$1.00), and no more, in lieu or any interest in the assets of the trusts or interest in income or principal.

14.5 Provision for Others. The Trustors have, except as otherwise expressly provided in this Trust Agreement, intentionally and with full knowledge declined to provide for any and all of their heirs or other persons who may claim an interest in their respective estates or in these Trusts.

14.6 Severability. In the event any clause, provision or provisions of this Trust Agreement prove to be or be adjudged invalid or void for any reason, then such invalid or void clause, provision or provisions shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain operative and shall be carried into effect insofar as legally possible.

14.7 Distribution of Small Trust. If the Trustee, in the Trustee's absolute discretion, determines that the amount held in Trust is not large enough to be administered in Trust on an economical basis, then the Trustee may distribute the Trust assets free of Trust to those persons then entitled to receive the same

14.8 Headings. The various clause headings used herein are for convenience of reference only and constitute no part of this Trust Agreement.

14.9 More Than One Original. This Trust Agreement may be executed in any number of copies and each shall constitute an original of one and the same instrument.

14.10 Interpretation. Whenever it shall be necessary to interpret this Trust, the masculine, feminine and neuter personal pronouns shall be construed interchangeably, and the singular shall include the plural and the singular.

14.11 Definitions. The following words are defined as follows:

- (a) **"Principal" and "Income".** Except as otherwise specifically provided in this Trust Agreement, the determination of all matters with respect to what is principal and income of the Trust estate and the apportionment and allocation of receipts and expenses thereon

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

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

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

TRUSTORS:

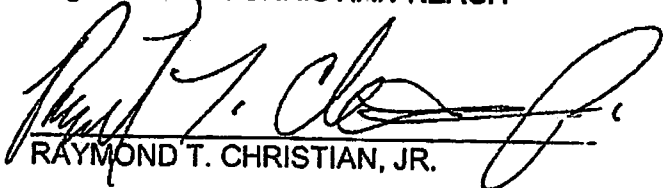

RAYMOND T. CHRISTIAN

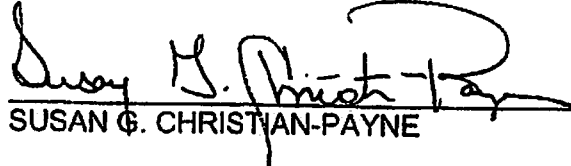

NANCY I. CHRISTIAN

ACCEPTANCE BY TRUSTEES

We certify that we have read the foregoing Declaration of Trust and understand the terms and conditions upon which the Trust estate is to be held, managed, and disposed of by us as Trustees. We accept the Declaration of Trust in all particulars and acknowledge receipt of the Trust property.


ROSEMARY K. CHRISTIAN-KEACH

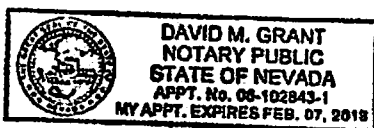

RAYMOND T. CHRISTIAN, JR.


SUSAN G. CHRISTIAN-PAYNE

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 RAYMOND T. CHRISTIAN and NANCY I. CHRISTIAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument, the persons or the entity upon behalf of which the persons acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this document first above written.



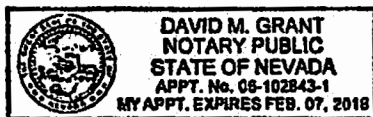


NOTARY PUBLIC

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 ROSEMARY K. CHRISTIAN-KEACH, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.



A handwritten signature in black ink, appearing to be "DMG", written over a horizontal line.

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 RAYMOND T. CHRISTIAN, JR., 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 he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.



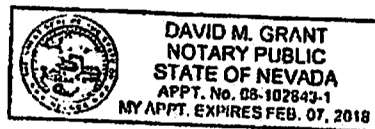
A handwritten signature in black ink, appearing to be "DMG", written over a horizontal line.

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 SUSAN G. CHRISTIAN-PAYNE, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.



A handwritten signature in black ink, appearing to be "DM Grant", written over a horizontal line.

NOTARY PUBLIC

EXHIBIT 2

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 6th day of June, 2017.



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

EXHIBIT 3

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

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.

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.

7. The "Certificate of Incumbency" may be titled something else (such as "Affidavit of Successor Trustee" or "Certificate of Acceptance of Trusteeship") and may be in such form as is appropriate under the circumstances and in the jurisdiction or jurisdictions in which it may be used. It shall reference this Modification and Designation of Trustee and Successor Trustee.

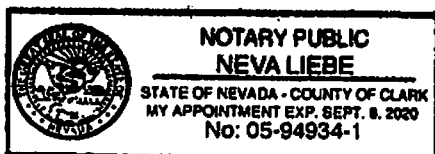
8. Pursuant to NRS 53.045, I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Executed this 6-17-17 day of June, 2017.

Nancy Christian
Nancy Christian, Trustor of the Christian
Family Trust dated October 11, 2016

STATE OF NEVADA }
COUNTY OF CLARK } ss.

This instrument was subscribed to, sworn to, and acknowledged before me on the 12th of June, 2017 by Nancy Christian, Trustor of the Christian Family Trust dated October 11, 2016.



Neva L. Labe
NOTARY PUBLIC

EXHIBIT 4

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

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. Therefore, pursuant to the terms of the Trust, **MONTE BRIAN REASON** is the designated Trustee. By signing this certificate, **MONTE BRIAN REASON** agrees to serve as Trustee, accept the duties and responsibilities thereof, and agrees to be bound by the terms of the Trust.
6. 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.
7. 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.
8. 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 JUN 21 2017

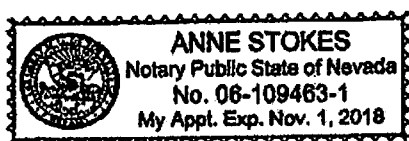
Monte Reason
MONTE BRIAN REASON

STATE OF NEVADA

COUNTY OF CLARK

}
}
} ss.

This instrument was acknowledged before me on JUN 21 2017, by MONTE BRIAN REASON.



[Signature]
NOTARY PUBLIC

EXHIBIT 5

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 6

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 7

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:

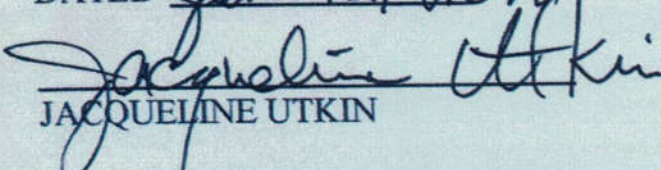
During the joint lifetime of the Trustors, Trustors may change the Trustee or Successor Trustee of this Trust by an instrument in writing, signed by both Trustors, and delivered to the Trustee. In the event that either Trustor should become incapacitated, the other Trustor shall retain the power to change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

STATE OF _____ }
COUNTY OF _____ } SS.

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

NOTARY PUBLIC

EXHIBIT 8

RECORDING REQUESTED BY and
when recorded, mail to:
Jeremy 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. 16, 2018

Jacqueline Utkin
JACQUELINE UTKIN

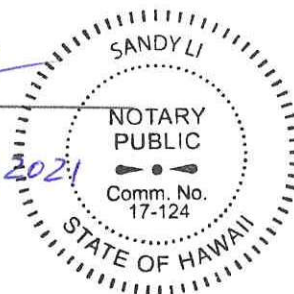
STATE OF

COUNTY OF

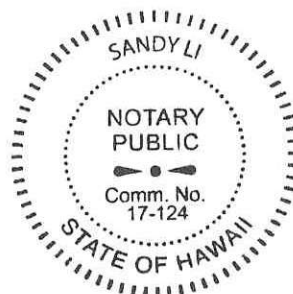
SS.

This instrument was acknowledged before me on January 16, 2018, by JACQUELINE UTKIN.

Sandy Li
NOTARY PUBLIC
Expiration: June 04, 2021



Doc Date: 10/11/16 # Pages: 3
Notary Name: Sandy Li First Circuit
Doc. Description: Certificate of Incumbency (Stamp or Seal)
Sandy Li 1/16/18
Notary Signature Date



RESMPC000460

JERIMY L. KIRSCHNER, ESQ.
Nevada Bar No. 12012
JERIMY KIRSCHNER & ASSOCIATES, PLLC
5550 Painted Mirage Rd., Suite 320
Las Vegas, NV 89149
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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
--	--

OMNIBUS ORDER

This matter having come before this Court on January 17, 2018 (“Hearing”), In the Matter of THE CHRISTIAN FAMILY TRUST Dated October 11, 2016 (“Action”), for the Christian Family Trust Dated October 11, 2016 (“Trust”) this Court having reviewed all pending motions, petitions, and oppositions, including:

- (1) MOTION FOR COMPLIANCE WITH AND ENFORCEMENT OF COURT ORDER, AND FOR SANCTIONS RELATING THERETO, FOR ORDER TO SHOW CAUSE WHY FORMER TRUSTEES SHOULD NOT BE HELD IN CONTEMPT, FOR ORDER COMPELLING FORMER TRUSTEES TO ACCOUNT, AND FOR ACCESS TO AND INVESTMENT CONTROL OF TRUST FUNDS BELONGING TO THE CHRISTIAN FAMILY TRUST;
- (2) JOINT PETITION FOR REVIEW OF FORMER TRUSTEES REFUSAL TO PROVIDE PROPER ACCOUNTING; AND

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Jerimy Kirschner & Associates, PLLC
5550 Painted Mirage Rd., Suite 320
Las Vegas, NV 89149
(702) 563-4444 Fax (702) 563-4445

1 (3) JOINT OBJECTION TO PETITION TO ASSUME JURISDICTION OF
2 TRUST; CONFIRM TRUSTEES; INSTRUCTIONS, ETC. AND JOINT
3 COUNTERPETITION TO ASSUME JURISDICTION IN REM OF THE
4 TRUST, TO CONFIRM TRUSTEE, TO FIND BREACH OF FIDUCIARY
5 DUTY, CONVERSION, AND FRAUD AGAINST FORMER TRUSTEES, TO
6 INVALIDATE ALL TRANSFERS TO THE FORMER TRUSTEES AS THE
7 PRODUCT OF UNDUE INFLUENCE, TO ORDER THE IMMEDIATE
8 DELIVERY OF ALL TRUST ASSETS, AND TO IMPOSE A
9 CONSTRUCTIVE TRUST

10 Cary C. Payne, Esq. having appeared on behalf of Susan Christian Payne, Raymond Christian, and
11 Rosemary Keach ("Petitioners"); Jerimy Kirschner, Esq. having appeared on behalf of Jacqueline
12 Utkin, Trustee of The Christian Family Trust Dated October 11, 2016 ("Trustee Utkin"); Joey
13 Powell, Esq. having appeared on behalf of Monte Brian Reason, beneficiary and trustee to the Nancy
14 Christian Trust and executor to the Nancy Christian Estate ("Monte"); and Zachary Holyoak, Esq.
15 having appeared on behalf of creditor Anthony L. Barney, Ltd.; this Court having considered papers
16 and pleadings on file, the statements of counsel, and for good cause appearing:

17 **IT IS HEREBY FOUND THAT** this Court has jurisdiction over the Trust, which it has
18 maintained since October 31, 2017.

19 **IT IS HEREBY FOUND THAT** this Petitioners previously filed an Inventory and an
20 Accounting, however the other interested parties to this action are asking for substantiation of the
21 information in that Inventory and Accounting.

22 **IT IS HEREBY ORDERED THAT** within 45 days, Petitioners must provide an Accounting
23 from the moment they became trustees on October 11, 2016 until they ceased all trustee functions or
24 were removed by the Settlor Nancy Christian ("Nancy"), whichever is later.

25 **IT IS FURTHER ORDERED THAT** Petitioners' Accounting shall include, but is not
26 limited to, all information related to California real property or other property located anywhere
27 elsewhere.

28 **IT IS FURTHER ORDERED THAT** Petitioners Accounting must provide substantiating
documents, including but not limited to bank statements, checks, and receipts.

IT IS FURTHER ORDERED THAT after Petitioner's Accounting is completed and
presented, Monte shall have fifteen (15) days to provide an Accounting covering his time as Trustee

1 which includes substantiating documents, including but not limited to bank statements, checks, and
2 receipts.

3 **IT IS FURTHER ORDERED THAT** Cary C. Payne, Esq. ("Mr. Payne") shall place any
4 and all funds held in his IOLTA account on behalf of the Trust into a separate, blocked, interest
5 bearing account in the name of the Trust and under Trust EIN within seven (7) business days of this
6 hearing, except that five thousand dollars (\$5,000.00) shall be turned over to Trustee Utkin for use in
7 preserving any real property asset of the Trust.

8 **IT IS FURTHER ORDERED THAT** Mr. Payne shall provide notice of the placement in the
9 blocked to all other parties, including proof of funds and account number.

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14 to the October 31, 2017 order from this Court freezing activity relating to Trust assets ("Freeze
15 Order").

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17 ninety (90) days to conduct said discovery.

18 **IT IS FURTHER ORDERED THAT** any request for attorney fees be filed as a request from
19 this Court for payment.

20 **IT IS SO ORDERED.**

21 DATED this 30 day of Jan, 2018

22
23
24 

25 **DISTRICT COURT JUDGE VINCENT OCHOA** *me*

26 Respectfully Submitted by

VINCENT OCHOA

27 DATED this 18th day of January, 2018.

Jerimy Kirschner & Associates, PLLC
5550 Painted Mirage Rd., Suite 320
Las Vegas, NV 89149
(702) 563-4444 Fax (702) 563-4445

1 JERIMY KIRSCHNER & ASSOCIATES, PLLC

2 /s/ Jerimy L. Kirschner, Esq.

3 JERIMY L. KIRSCHNER, ESQ.

4 Nevada Bar No. 12012

5 5550 Painted Mirage Rd., Suite 320

6 Las Vegas, NV 89149

7 Attorney for Jacqueline Utkin, Successor Trustee

8 APPROVE/DISAPPROVE

9 CARY COLT PAYNE, CHTD.

10 Cary Colt Payne, Esq.

11 Cary Colt Payne, Chtd.

12 700 S. 8th St.

13 Las Vegas, NV 89101

14 Attorney for Susan Christian-Payne,

15 Rosemary Keach and Raymond Christian, Jr.

16 APPROVE/DISAPPROVE

17 RUSHFORTH, LEE & KIEFER LLP

18 /s/ Joey Powell, Esq.

19 Joey Powell, Esq.

20 1707 Village Center Circle, Suite 150

21 Las Vegas, NV 89134

22 Attorney for Monte Brian Reason, Beneficiary to Trust; and

23 Trustee to the Nancy Christian Trust; and

24 Executor to the Nancy Christian Estate

25 APPROVE/DISAPPROVE

26 ANTHONY L. BARNEY, LTD.

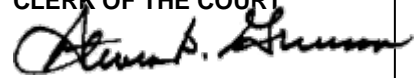
27 /s/ Zachary Holyoak, Esq.

28 Zachary Holyoak, Esq.

3317 W. Charleston Blvd., Suite B

Las Vegas, NV 89102-1835

Attorney for Creditor Anthony L. Barney, Ltd.



JERIMY L. KIRSCHNER, ESQ.
Nevada Bar No. 12012
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jerimy@jkirschnerlaw.com

Attorney for Jacqueline Utkin

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of

THE CHRISTIAN FAMILY TRUST

Dated October 11, 2016

Case Number: P-17-092512-T

Dept.: S

AMENDED NOTICE OF ENTRY OF ORDER

NOTICE IS HEREBY GIVEN that the Court entered an OMNIBUS ORDER in the above titled action on or about February 5, 2018. A copy of said report is attached hereto and incorporated herein by reference as **Exhibit 1**.

JERIMY KIRSCHNER & ASSOCIATES, PLLC

/s/ Jeremy Kirschner, Esq.
JERIMY L. KIRSCHNER, ESQ.
Nevada Bar No. 12012
5550 Painted Mirage Road, Suite 320
Las Vegas, Nevada 89149
Telephone: (702) 563-4444
Fax: (702) 563-4445

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Jerimy Kirschner & Associates, PLLC, and on February 6, 2018, I caused a copy of the foregoing Notice of Entry of Order 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.

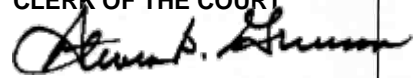
Joey Powell, Esq.
Rushforth, Lee & Kiefer LLP
1707 Village Center Circle, Suite 150
Las Vegas, NV 89134
Attorney for Monte Reason

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

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

/s/Sarah Mintz
An Employee of JERIMY KIRSCHNER & ASSOCIATES, PLLC

EXHIBIT 1



JERIMY L. KIRSCHNER, ESQ.
Nevada Bar No. 12012
JERIMY KIRSCHNER & ASSOCIATES, PLLC
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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

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Dated October 11, 2016

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12 Utkin, Trustee of The Christian Family Trust Dated October 11, 2016 ("Trustee Utkin"); Joey
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18 **IT IS FURTHER ORDERED THAT** any request for attorney fees be filed as a request from
19 this Court for payment.

20 **IT IS SO ORDERED.**

21 DATED this 30 day of Jan, 2018

22
23
24 
25 **DISTRICT COURT JUDGE VINCENT OCHOA** *vre*

26 Respectfully Submitted by

VINCENT OCHOA

27 DATED this 18th day of January, 2018.

1 JERIMY KIRSCHNER & ASSOCIATES, PLLC

2 /s/ Jerimy L. Kirschner, Esq.

3 JERIMY L. KIRSCHNER, ESQ.

4 Nevada Bar No. 12012

5 5550 Painted Mirage Rd., Suite 320

6 Las Vegas, NV 89149

7 *Attorney for Jacqueline Utkin, Successor Trustee*

8 **APPROVE/DISAPPROVE**

9 CARY COLT PAYNE, CHTD.

10 Cary Colt Payne, Esq.

11 Cary Colt Payne, Chtd.

12 700 S. 8th St.

13 Las Vegas, NV 89101

14 *Attorney for Susan Christian-Payne,*

15 *Rosemary Keach and Raymond Christian, Jr.*

16 **APPROVE/DISAPPROVE**

17 RUSHFORTH, LEE & KIEFER LLP

18 /s/ Joey Powell, Esq.

19 Joey Powell, Esq.

20 1707 Village Center Circle, Suite 150

21 Las Vegas, NV 89134

22 *Attorney for Monte Brian Reason, Beneficiary to Trust; and*

23 *Trustee to the Nancy Christian Trust; and*

24 *Executor to the Nancy Christian Estate*

25 **APPROVE/DISAPPROVE**

26 ANTHONY L. BARNEY, LTD.

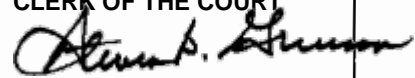
27 /s/ Zachary Holyoak, Esq.

28 Zachary Holyoak, Esq.

3317 W. Charleston Blvd., Suite B

Las Vegas, NV 89102-1835

Attorney for Creditor Anthony L. Barney, Ltd.



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

10 **EIGHTH JUDICIAL DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 In the Matter of the

Case Number: P-17-092512-T

13 THE CHRISTIAN FAMILY TRUST

Dept.: S

14 Dated October 11, 2016

15 **PETITION FOR FEES AND COSTS**

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

23 Dated this 8th day of February 2018.

24 RESPECTFULLY SUBMITTED.



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

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MEMORANDUM OF POINTS AND AUTHORITIES

I. Facts Presented:

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

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

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

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

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

12 In a drunken rage, the Former Trustees kicked Nancy out of the home on Christmas Eve
13 because Nancy, being diabetic, refused to eat the pasta ordered by the Former Trustees for her.
14 Raymond Sr., eventually persuaded the Former Trustees to let Nancy return to be with him.
15 However, again on January 16, 2017 the Former Trustees kicked Nancy out of the home
16 because she requested oatmeal for breakfast instead of the unhealthy food the Former Trustees
17 were forcing on her. While throwing Nancy and her belongings out of the home, Raymond Jr.
18 told Nancy, "I hope I never see your face again! I hope you die and I will piss on your grave."
19 Raymond Jr. moved into the trust-owned property and would not leave until Nancy filed a
20 Justice Court action to obtain possession of the Trust owned property.³ Their actions were
21 against the terms of the Trust as discussed further below.
22
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28 ² See Declaration of Jackie Utkin and Raymond Iokia attached as Exhibit A and B to the Joint Objection and Joint Counterpetition filed on November 13, 2017.

³ See Justice Court Case # 17C-023096.

1 Shortly before Raymond Sr.'s death on January 31, 2017, the Former Trustees guarded
2 Raymond in shifts and communication from outside friends and family was halted. According
3 to the information Nancy was provided by Raymond Sr., the Former Trustees fed Raymond Sr.
4 junk food continuously, against doctor's orders, especially considering he was a diabetic. The
5 Former Trustees also attempted to prevent Nancy from ever seeing or speaking to Raymond Sr.
6 again. However, on one occasion about a week prior to Raymond Sr.'s death, Nancy was able
7 to speak to him by phone because a hospice nurse allowed him to call her. During this phone
8 call, Raymond Sr. expressed his fear of the Former Trustees and indicated that his bank account
9 had been emptied. Nancy told Raymond Sr. to leave and move in with her to her condo,
10 however, Nancy could hear the Former Trustees enter the room and the phone was abruptly
11 hung up. This telephone call was the last contact Nancy had with her husband before he passed
12 away. The Former Trustees informed Nancy by text message that Raymond passed away and
13 they did not include Nancy in any funeral arrangements for Raymond Sr.
14
15
16

17 After Nancy recovered from the effects of the mental, physical, and emotional abuse she
18 suffered at the hands of the Former Trustees, she retained Anthony L. Barney, Ltd., to
19 investigate the matter and work on a solution in February 2017. When Nancy's request for
20 distributions was ignored, Nancy exercised her right to change her trustees to enable her to
21 obtain the funds that she needed for her Trust. Not only did the Former Trustees fail to provide
22 Nancy with any distributions from the Trust, but they removed the trust funds from a Trust
23 account to their attorney's IOLTA account, to prevent the new trustee from being able to access
24 the funds on behalf of Nancy. The Former Trustees desired to increase their beneficial interest
25 at the death of Nancy (without having provided her with any distributions from her own Trust),
26 violating their fiduciary duty of loyalty to the Trust and Trustor.
27
28

1 Again, until her death, the Former Trustees did not provide Nancy with even a penny of
2 the trust funds, although the purpose of the Trust was to provide for the Trustors (which
3 included Nancy), maintain them or the Survivor of them in their trust-owned property and,
4 additionally, after the death of one of them, the Trust was also to provide for the Survivor's
5 health, education, maintenance and support.⁴ No health, education, maintenance and support
6 was provided to Nancy by the Former Trustees from the time the Trust was created until her
7 death. The Former Trustees actively prevented the Successor Trustee from being able to further
8 the terms of the Trust by wrongfully withdrawing Trust funds without authority and placing it
9 into their attorney's IOLTA account without court authority. The Court froze the money so that
10 Nancy could not have access to it during her life and she eventually died in a two-bedroom
11 condo barely making ends meet in the inner city rather than her large, spacious home in
12 Summerlin.
13

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8
9 Then, on June 21, 2017, Nancy's counsel followed up with an electronic email to alert
10 Mr. Payne and the Former Trustees of the attorney for the new trustee, Monte Reason ("Mr.
11 Reason") and to safeguard the trust assets until the Certificate of Incumbency was provided.¹⁷
12 On June 27, 2017, Joseph Powell, Esq., counsel for Mr. Reason, provided Mr. Payne with a
13 certificate of incumbency indicating that Monte Reason had been appointed as Trustee.¹⁸
14

15 After the Former Trustees removed \$267,902.53 from the Trust bank account on June
16 30, 2017, despite the fact that they had been given explicit notice of their lack of authority to act
17 on behalf of the Trust¹⁹, Nancy's counsel again requested the trust funds be delivered to the new
18 trustee.²⁰ During this time, the law office of Anthony L. Barney, Ltd., was engaged in
19 obtaining numerous documents from the various financial institutions to determine where trust
20
21

22
23
24 ¹³ *Id.*

¹⁴ *Id.*

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

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

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

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

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

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

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

15 Anthony L. Barney, Ltd. ("ALB, Ltd."), before Nancy's passing, performed extensive
16 work on behalf of Nancy according to her stated wishes. As Trustor of the Trust, ALB, Ltd.,
17 sought relief based upon Nancy's requests and in conjunction with the terms of the Trust. The
18 work that was performed was also done in accordance with the *Brunzell* Factors and the costs
19 were actually incurred pursuant to *Cadle*. Most importantly, the Trust's very terms allow for the
20 payment of Nancy's debts. Therefore, the law office of Anthony L. Barney, Ltd., respectfully
21 requests that its fees and costs be paid from the Trust to ALB, Ltd., because it is Nancy's debt.
22 As such, ALB, Ltd., requests this Court unfreeze Nancy's assets in the amount of \$62,105.64
23 and order that they be paid from the blocked account.
24
25
26
27
28

²⁰ See Letter from Tiffany S. Barney, Esq., to Cary Colt Payne, Esq., dated September 21, 2017, attached as Exhibit M to Joint Objection and Joint Counterpetition filed on November 13, 2017.

1 **C. Legal Authority and Argument**

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

3 The Trust states in pertinent part:

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

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

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

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

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

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

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

²³ See Exhibit 1 excerpt.

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

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

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

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

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

28
²⁴ See Exhibit 1 excerpt.

²⁵ See Exhibit 1 excerpt.

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

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

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

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

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

28

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

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

12 Second, as to the character and difficulty of the work performed, this case was complex
13 and required much work since it involved breaches of fiduciary duties by Former Trustees,
14 attempting to protect trust assets, litigating the trust matters, obtaining possession of trust assets,
15 obtaining compliance with court orders from opposing counsel (i.e. getting the trust funds put
16 into a frozen account), and complying with the terms of the Trust. Nancy was required to
17 exercise certain rights under her Trust to attempt to further the purpose and terms of her own
18 Trust, protecting trust assets from the Former Trustees' wrongful taking of trust assets,
19 obtaining possession of court-owned property, filing claims against the Former Trustees who
20 not only engaged in undue influence but also breached their fiduciary duties to the trust, filing
21 court documents and attending court hearings. This case also required discovery and subpoenas
22 to different financial institutions to obtain numerous documents and determine the extent to
23 which the Former Trustees' had obtained Trust money, changed trust beneficiaries, etc. It also
24 required numerous letters and correspondence between all of the parties involved, bank
25 personnel, the life insurance companies, the prior trust attorney and other witnesses. This case
26
27
28

1 required a large amount of work and preparation for Nancy as she attempted to fulfill the
2 purpose of her own Trust and ALB, Ltd., sought to fulfill her wishes.

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

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

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

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

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

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

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

6 **D. Conclusion:**

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

9 A. Find that the Trust terms allow for the payment of ALB, Ltd.;

10 B. Find that ALB, Ltd., is a creditor of the settlor and the trust and that Nancy has
11 community property with the Trust;

12 C. Find that the Trustee allowed the claims of attorney fees to ALB, Ltd.;

13 D. Find that ALB, Ltd., meets the four *Brunzell* factors and their attorney fees were
14 reasonable;

15 E. Find that ALB, Ltd., actually incurred the costs pursuant to *Cadle* as outlined in the
16 Memorandum of Costs and Disbursements;

17 F. Order that the Trust pay \$62,105.64 in attorney fees and costs to ALB, Ltd.

18 G. Order that the bank holding the Trust's blocked account release the amount of
19 \$62,105.64 to ALB, Ltd.; and
20
21
22

23 ///

24 ///

25 ///

26 ///


27 ///

28 ///

1 H. Any other relief this court deems necessary and proper.

2 DATED this 8th day of February, 2018.

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

5 

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

1 **CERTIFICATE OF SERVICE**

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

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

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

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

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

Exhibit 1

THE CHRISTIAN FAMILY TRUST

Dated October 11, 2016

Prepared by:



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

www.gmdlegal.com

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Trust Agreement

OF THE

CHRISTIAN FAMILY TRUST

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

Witnesseth:

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

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

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

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

ARTICLE 1

NAME AND BENEFICIARIES OF THE TRUST

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

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

ARTICLE 2

DISTRIBUTION OF INCOME AND PRINCIPAL

WHILE BOTH TRUSTORS SHALL LIVE

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

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

ARTICLE 3

INCAPACITY

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

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

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

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

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

ARTICLE 4

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

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

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

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

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

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

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

ARTICLE 5

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

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

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

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

ARTICLE 6

DISTRIBUTION OF INCOME AND PRINCIPAL

AFTER DEATH OF BOTH TRUSTORS

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 14

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

TRUSTORS:


RAYMOND T. CHRISTIAN


NANCY I. CHRISTIAN

Exhibit 2



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

Kennedy E. Lee, J.D.
Partner
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Daniel P. Klefer, J.D.
Partner
Licensed in Nevada
dan@rlklgal.com

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

January 4, 2018

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

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

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

Dear Tiffany:

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

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

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

Sincerely,

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

JOSEPH J. POWELL
Attorney at Law

cc: client

Exhibit 3

Anthony L. Barney

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

Hello Tiffany,

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

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

Dear Mr. Kirschner –

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

Sincerely,

Tiffany S. Barney

Attorney at Law

Anthony L. Barney, Ltd.

3317 W. Charleston Blvd., Suite B

Las Vegas, NV 89102-1835

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

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

tiffany@anthonybarney.com

www.anthonybarney.com

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

Hello Mrs. Barney,

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

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

Dear Mr. Kirschner –

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

Sincerely,

Neva Liebe

Legal Secretary

Anthony L. Barney, Ltd.

3317 W. Charleston Blvd., Suite B

Las Vegas, NV 89102-1835

O: 702-438-7878

F: 702-259-1116

secretary@anthonybarney.com

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--
Jeremy Kirschner, Esq.

Managing Partner

Jeremy Kirschner & Associates PLLC

NEVADA

5550 Painted Mirage Rd., Suite 320

Las Vegas, NV 89149

Phone: (702) 563-4444

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WASHINGTON

1326 Tacoma Ave S #200

Tacoma, WA 98402

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Fax (206) 538-2008

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

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Exhibit 4

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

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

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

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Neva Liehe
Administrative Assistant

Website Address
www.anthonybarney.com

E-mail Address
office@anthonybarney.com

January 26, 2018

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

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

VIA US FIRST CLASS MAIL AND EMAIL

Dear Mr. Kirschner -

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

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

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

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

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

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

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

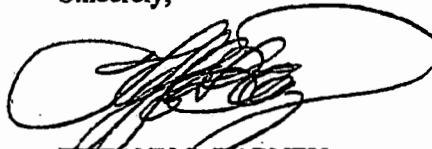
Furthermore, please be on notice that we are alerting you of our lien rights in the Probate Case and Justice Court Case and requesting payment also pursuant to our attorney's liens. Please note that we have an extensive file and discovery that we have performed in this matter. With payment of our liens,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

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

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

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

Sincerely,

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

TIFFANY S. BARNEY
Attorney at Law
tiffany@anthonybarney.com

Encl: Bills dated from February 2017 to January 2018

Attachment 1

ANTHONY L. BARNEY, LTD

Attorneys and Counselors at Law

3317 W. Charleston Boulevard, Suite B

Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

www.anthonybarney.com

Invoice

Invoice #: 1836

Invoice Date: 2/28/2017

Due Date: 3/15/2017

Case:

Client Number:

Bill To:

Nancy Christian

304 Orland Street #39

Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff:

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

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Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

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Invoice

Invoice #: 1902

Invoice Date: 3/15/2017

Due Date: 3/30/2017

Case:

Client Number:

Bill To:

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

Hourly Rates of Attorneys/Staff:

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

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Attorneys and Counselors at Law

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Telephone: (702) 438-7878

Facsimile: (702) 259-1116

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Invoice

Invoice #: 1931

Invoice Date: 3/31/2017

Due Date: 4/15/2017

Case:

Client Number:

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

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

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Facsimile: (702) 259-1116

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Invoice

Invoice #: 1971

Invoice Date: 4/17/2017

Due Date: 5/1/2017

Case:

Client Number:

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

Hourly Rates of Attorneys/Staff:

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

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Facsimile: (702) 259-1116

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Invoice

Invoice #: 2008

Invoice Date: 4/28/2017

Due Date: 5/13/2017

Case:

Client Number:

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

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

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Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

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Invoice

Invoice #: 2027

Invoice Date: 5/15/2017

Due Date: 5/30/2017

Case:

Client Number:

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

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

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Facsimile: (702) 259-1116

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Invoice

Invoice #: 2057

Invoice Date: 5/31/2017

Due Date: 6/15/2017

Case:

Client Number:

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

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

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Las Vegas, Nevada 89102-1835

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Invoice

Invoice #: 2100

Invoice Date: 6/15/2017

Due Date: 6/30/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #38
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff**

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

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Facsimile: (702) 259-1116

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Invoice

Invoice #: 2160

Invoice Date: 6/30/2017

Due Date: 7/15/2017

Case:

Client Number:

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

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

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Telephone: (702) 438-7878

Facsimile: (702) 259-1116

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Invoice

Invoice #: 2204

Invoice Date: 7/15/2017

Due Date: 7/30/2017

Case:

Client Number:

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

Hourly Rates of Attorneys/Staff:

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

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Attorneys and Counselors at Law

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Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

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Invoice

Invoice #: 2221

Invoice Date: 7/31/2017

Due Date: 8/15/2017

Case:

Client Number:

Bill To:

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

Hourly Rates of Attorneys/Staff:

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

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

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Las Vegas, Nevada 89102-1835

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Facsimile: (702) 259-1116

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Invoice

Invoice #: 2221

Invoice Date: 7/31/2017

Due Date: 8/15/2017

Case:

Client Number:

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

Hourly Rates of Attorneys/Staff:

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

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

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

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Invoice

Invoice #: 2270

Invoice Date: 8/15/2017

Due Date: 8/31/2017

Case:

Client Number:

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

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

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Attorneys and Counselors at Law

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

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

www.anthonybarney.com

Invoice

Invoice #: 2293

Invoice Date: 8/31/2017

Due Date: 9/15/2017

Case:

Client Number:

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

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

ANTHONY L. BARNEY, LTD

Attorneys and Counselors at Law

3317 W. Charleston Boulevard, Suite B

Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

www.anthonymbarney.com

Invoice

Invoice #: 2293

Invoice Date: 8/31/2017

Due Date: 9/15/2017

Case:

Client Number:

Bill To:

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

Hourly Rates of Attorneys/Staff:

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

ANTHONY L. BARNEY, LTD

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

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

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Invoice

Invoice #: 2348

Invoice Date: 9/15/2017

Due Date: 9/30/2017

Case:

Client Number:

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

Hourly Rates of Attorneys/Staff:

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

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Invoice

Invoice #: 2378

Invoice Date: 9/29/2017

Due Date: 10/14/2017

Case:

Client Number:

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

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

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

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Invoice

Invoice #: 2378

Invoice Date: 9/29/2017

Due Date: 10/14/2017

Case:

Client Number:

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

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

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Invoice

Invoice #: 2378

Invoice Date: 9/29/2017

Due Date: 10/14/2017

Case:

Client Number:

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

Hourly Rates of Attorneys/Staff:

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

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Invoice

Invoice #: 2404

Invoice Date: 10/16/2017

Due Date: 10/31/2017

Case:

Client Number:

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

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

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

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Invoice

Invoice #: 2404

Invoice Date: 10/16/2017

Due Date: 10/31/2017

Case:

Client Number:

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

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

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Invoice

Invoice #: 2434

Invoice Date: 10/31/2017

Due Date: 11/15/2017

Case:

Client Number:

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

Hourly Rates of Attorneys/Staff

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

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

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Invoice

Invoice #: 2434

Invoice Date: 10/31/2017

Due Date: 11/15/2017

Case:

Client Number:

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

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

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Las Vegas, Nevada 89102-1835

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Invoice

Invoice #: 2478

Invoice Date: 11/15/2017

Due Date: 11/30/2017

Case:

Client Number:

Bill To:Nancy Christian
304 Orland Street #38
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

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

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Invoice

Invoice #: 2478

Invoice Date: 11/15/2017

Due Date: 11/30/2017

Case:

Client Number:

Bill To:

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

Hourly Rates of Attorneys/Staff:

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

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

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Invoice

Invoice #: 2478

Invoice Date: 11/15/2017

Due Date: 11/30/2017

Case:

Client Number:

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

Hourly Rates of Attorneys/Staff:

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

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Invoice

Invoice #: 2535

Invoice Date: 11/30/2017

Due Date: 12/15/2017

Case:

Client Number:

Bill To:

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

Hourly Rates of Attorneys/Staff:

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

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

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Las Vegas, Nevada 89102-1835

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Invoice

Invoice #: 2636

Invoice Date: 11/30/2017

Due Date: 12/15/2017

Case:

Client Number:

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

Hourly Rates of Attorneys/Staff

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

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Invoice

Invoice #: 2560

Invoice Date: 12/15/2017

Due Date: 12/29/2017

Case:

Client Number:

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

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

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

ANTHONY L. BARNEY, LTD

Attorneys and Counselors at Law

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

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

www.anthonymbarney.com

Invoice

Invoice #: 2560

Invoice Date: 12/15/2017

Due Date: 12/29/2017

Case:

Client Number:

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

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

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Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

www.anthonybarney.com

Invoice

Invoice #: 2591

Invoice Date: 12/31/2017

Due Date: 1/15/2018

Case:

Client Number:

Bill To:

Nancy Christian

304 Orland Street #39

Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff:

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

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

ANTHONY L. BARNEY, LTD

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Invoice

Invoice #: 2591

Invoice Date: 12/31/2017

Due Date: 1/15/2018

Case:

Client Number:

Bill To:

Nancy Christian

304 Orland Street #39

Las Vegas, NV 89107

Hourly Rates of Attorneys/Staff:

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

ANTHONY L. BARNEY, LTD

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Las Vegas, Nevada 89102-1835

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Facsimile: (702) 259-1116

www.anthonybarney.com

Invoice

Invoice #: 2659

Invoice Date: 1/15/2018

Due Date: 1/30/2018

Case:

Client Number:

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

Hourly Rates of Attorneys/Staff:

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

Description	Hours/Qty	Rate	Amount
01/03/18 Telephone conversation with J. Powell (ZDH)	0.7	250.00	175.00
01/11/18 Telephone conversation with J. Powell (ZDH)	0.3	250.00	75.00
01/11/18 Review NRCP 25; Draft email to Powell re: motion for substitution of Nancy's estate for Nancy (TSB)	0.2	350.00	70.00
01/12/18 Telephone conversation with J. Kirschner (ZDH)	0.3	250.00	75.00
01/15/18 Review substitution from Powell; Draft email to Powell re: substituting estate and filing motion (TSB)	0.1	350.00	35.00
Total			\$430.00
Payments/Credits			\$0.00
Balance Due			\$430.00

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

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

www.anthonybarney.com

Invoice

Invoice #: 2720

Invoice Date: 1/31/2018

Due Date: 2/15/2018

Case:

Client Number:

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

Hourly Rates of Attorneys/Staff:

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

NOT A FINAL
BILL

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

Attachment 2



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

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

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

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

January 4, 2018

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

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

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

Dear Tiffany:

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Joe Powell', is written over a horizontal line.

JOSEPH J. POWELL
Attorney at Law

cc: client

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

RESAPP000552

Exhibit 5

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

10 **EIGHTH JUDICIAL DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 In the Matter of the

Case Number: P-17-092512-T

13 THE CHRISTIAN FAMILY TRUST

Dept.: S

14 Dated October 11, 2016

15 **MEMORANDUM OF COSTS AND DISBURSEMENTS**

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

Discovery Document Fees:

MED-R \$ 56.10

Chase Bank \$ 410.70

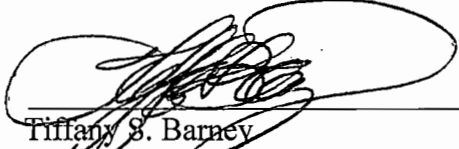
Voya \$ 25.00

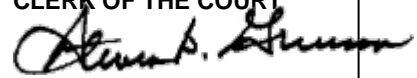
Wells Fargo \$ 63.00

TOTAL: \$ 3,031.97

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

EXECUTED on this 8th day of February, 2018.


Tiffany S. Barney



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.**
5 3317 W. Charleston Boulevard, Suite B
6 Las Vegas, NV 89102-1835
Telephone: (702) 438-7878
7 Facsimile: (702) 259-1116
E-Mail: office@anthonybarney.com
8 *Prior Attorneys for Nancy Christian,*
9 *Creditors of The Christian Family Trust*

10 **EIGHTH JUDICIAL DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12
13 In the Matter of the

Case Number: P-17-092512-T

14 THE CHRISTIAN FAMILY TRUST

Dept.: S

15 Dated October 11, 2016

16
17 **REPLY TO PETITIONER'S COMBINED OPPOSITION TO 1) BARNEY FIRM**
18 **PETITION FOR FEES, ETC., (2) MONTE REASON'S APPLICATION FOR**
19 **REIMBURSEMENT**

20 Anthony L. Barney, Ltd., creditor of The Christian Family Trust dated October 11, 2016
21 ("Trust"), who were the attorneys for the late Nancy Christian ("Nancy" or "Trustor"), hereby
22 files their reply to Susan-Christian Payne, Rosemary Keach, and Raymond Christian's
23 Combined Opposition to Anthony L. Barney, Ltd.'s petition for fees and costs pursuant to the
24 terms of the Trust. This Reply is based upon the pleadings and papers on file herein, the
25 memorandum of points and authorities and exhibits attached hereto, and any oral arguments
26 presented at the time of the hearing.
27

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1 Law Firm was forced to petition the court for fees and costs to release the fees and costs that are
2 currently frozen pursuant to this Court's order.

3 Furthermore, Payne's opposition must be rejected because it was severely untimely.
4 ALB Law Firm filed its petition on February 8, 2018 and served petition on Mr. Payne on
5 February 9, 2018. A notice of hearing on the petition was also filed on February 8, 2018 and
6 served on February 9, 2018. Mr. Payne waited 29 days, until March 9, 2018, to file his
7 opposition, thereby limiting the ALB Law Firm's time to respond to less than five (5) judicial
8 days.
9

10 EDCR 2.20(e) provides:

11 Within 10 days after the service of the motion, and 5 days after service of any joinder to
12 the motion, the opposing party must serve and file written notice of nonopposition or
13 opposition thereto, together with a memorandum of points and authorities and
14 supporting affidavits, if any, stating facts showing why the motion and/or joinder should
15 be denied. Failure of the opposing party to serve and file written opposition may be
16 construed as an admission that the motion and/or joinder is meritorious and a consent to
17 granting the same.

18 If the Court treats ALB Law Firm's Petition as a motion, Payne had ten (10) days to file a
19 response to the Petition, which he also failed to do. However, if the Court treats the Petition as a
20 complaint under NRCP 12(a), Mr. Payne had twenty (20) days to file a responsive pleading after
21 service of the Petition.

22 Even under the most generous possible timing calculations and including an additional
23 three (3) days under NRCP 6, Mr. Payne had until March 5, 2018 to file a responsive pleading
24 to the Amended Petition. Mr. Payne simply failed to do so. The only way Mr. Payne could have
25 extended the time for filing his opposition is through Nevada Assembly Bill 314 ("AB 314") at
26 Section 34 which was adopted into Nevada and which provides:

27 Notwithstanding any provision in this title, if an act is authorized or required to be
28 performed at or within a specified period pursuant to this chapter: 1. The period may be
extended upon the agreement of all interested persons, by written stipulation of counsel

1 filed in the action; or 2. The court, for good cause shown, may at any time: (a)
2 Regardless of whether there has been a motion, petition or notice, order that the period
3 be extended **if a request for the extension is made before the expiration of the**
4 **specified period as originally prescribed or as extended by a previous order; or (b)**
5 **Upon a motion made after the expiration of the specified period, authorize a person**
6 **to perform the act if the failure to perform the act in a timely manner was the**
7 **result of excusable neglect.** (Emphasis added)

8 Mr. Payne failed to seek or obtain agreement from the parties for an extension of time to
9 file. He failed to obtain from the Court an extension of time prior to the expiration of the
10 deadline. Finally, Mr. Payne has failed to make a motion after the deadline to file explaining the
11 excusable neglect which would justify his failure to file a timely opposition. Therefore, Payne's
12 Opposition should be denied in its entirety.

13 If this Court is even inclined to entertain Mr. Payne's Opposition despite its clear
14 inapplicability and its untimely filing, ALB Law Firm presents the following substantive reply to
15 Payne's arguments. In response, to Mr. Payne's scattered, spurious, and incorrect arguments, the
16 ALB Law Firm, will first provide the Court with the incorrect statements Cary Colt Payne, Esq.
17 (on behalf of his clients) has made in his Combined Opposition and then explain with facts and
18 law why he is incorrect. The ALB Law Firm is providing this information in such a way as to
19 simplify the issues for the Judge since Cary Colt Payne, Esq., has attempted to make this issue
20 much more factually or legally complex than it actually is. Please note that the ALB Law Firm
21 is only responding to the objections raised toward the ALB Law Firm and not the objections
22 raised against Monte Reason, whose legal counsel has already responded in this matter.

23
24 **A. Incorrect Factual and Legal Conclusions by Cary Colt Payne, Esq.**

25 The following statements are **incorrect** and/or are founded upon **incorrect assumptions**
26 made by Cary Colt Payne, Esq. ("Mr. Payne") and his **incorrect allegations** and **incorrect**
27 **reading** of the Trust, case law and statutory authority in the order that they were presented in
28

his objection. The sections below that will correct the following sanctionable and false representations made by Mr. Payne to this Court. The following are a list of **Mr. Payne's falsehoods and section denoting its necessary correction:**

1. ALB Law Firm has no legal standing to bring the petition. Correction in Section B(I).
2. There is no contractual right nor statutory authority to award legal fees to the creditors of a dead income beneficiary. Correction in Section B(I)
3. The Christian Family Trust is a “directed (discretionary) trust”. Correction in Section B(II)
4. When Nancy died, all of her rights in the trust were “divested”. Correction in Section B(III)
5. ALB Law Firm failed to mitigate its damages. Correction in Section B (III)
6. The Christian Family Trust is a “form of directed (discretionary) trust with a spendthrift provision.” Correction in Section B(II)
7. The Trust only provided that Petitioners may pay Nancy, who only held a right to income during her life. Correction in Section B(II)
8. The Trust does not hold community property. Correction in Section B(II)
9. ALB Law Firm is not a creditor of the Christian Family Trust. Correction in Section B)(I)
10. Nancy did not contribute a “single penny” or separate property to the trust corpus. Correction in Section B(II)
11. Any purported community property “claim” must first be brought in Nancy’s personal estate. Correction in Section B(III)
12. Nancy’s assertions are hearsay. Correction in Section B(IV).

- 1 13. Trust property should be distributed prior to Nancy’s death. Correction in Section B
2 (IV).
3
4 14. The Trust has no provision to pay any of Nancy’s creditors. Correction in Section B(II).
5
6 15. ALB Law Firm is a nonprobate transferee pursuant to NRS 111.779. Correction in
7 Section B(III)
8
9 16. The Trust is required to follow the creditor claim process of NRS Title 12 (probate) to be
10 able to be paid from the Christian Family Trust. Correction in Section B(III).
11
12 17. Mr. Payne provides the incorrect opinion and holding of the *In the Matter of Jane*
13 *Tiffany Living Trust*. Correction in Section B(III)
14
15 18. Mr. Payne attempts to ignore the Trust provision that evidences that the spendthrift
16 provision does not apply to the “Trustor’s interest in the Trust estate”. Correction in
17 Section B(II)
18
19 19. Nancy only had a mere right to income during her lifetime. Correction in Section B(I)
20 and B(II)
21
22 20. Nancy did not contribute any of her personal property whatsoever to the trust, and she
23 had no other “ownership interest”. Correction in Section B(II)
24
25 21. Nancy “only had a beneficial right to income, subject to the sole discretion of the
26 trustees, making this Trust a discretionary trust, and therefore had absolutely no
27 ownership interest in the Trust for any creditor to reach or be paid.” Correction in
28 Section B(II)
22. Because Nancy did not transfer any trust assets into her personal name, the assets of the trust are precluded from the debts or claims of Nancy’s creditors. Correction in Section B(I).

- 1 23. NRS 163.5559 is applicable in the context that ALB Law Firm cannot seek fees from
2 settlor (while ignoring the qualifying provision of this statute that allow ALB Law Firm
3 to seek fees). Corrected in Section B(I).
4
- 5 24. *Brock v. Premier Trust, Inc.*, applies to Nancy, a Trustor, although the case deals with
6 beneficiaries. Correction in Section B (III).
- 7 25. After Nancy validly changed her trustee, that ALB Law Firm put up road blocks against
8 Petitioners obtaining distributions before Nancy's death. Correction in Section B(IV)
9
- 10 26. There was a scrivener's error in the Christian Family Trust despite his clients being at
11 the table with Nancy and negotiating the terms of the trust. Correction in Section B(IV)
- 12 27. David Grant, Esq., is an essential witness to prevent the payment of fees. Correction in
13 Section B(IV).
- 14 28. A Trustor working in conjunction with the newly appointed trustee is suspect or invalid.
15 Section B(IV).
16
- 17 29. Following the provisions of the trust in nominating successor trustees for the trust is
18 invalid. Correction in Section B(IV)
- 19 30. A trustee must be confirmed in court for their actions to be valid, (while failing to reveal
20 to this Court that his clients were never confirmed as trustees in this Court).
21
- 22 31. Monte Reason did not have the power to nominate a successor trustee (when the trust
23 provisions allow for it upon his resignation and the declination of the successor trustee to
24 serve). Correction in Section B(IV)
- 25 32. There was some sort of informal agreement in advance for the confirmation of a new
26 trustee. Correction in Section B(IV)
27
28

1 33. NRS 163.417 prevents the court from requiring payment to creditors. Correction in
2 Section B (IV)

3 34. Alleged block billing prevents the ALB Law Firm from obtaining their fee. Correction
4 in Section B(V).
5

6 35. The retainer agreement is a pre-requisite before obtaining fees. Correction in Section
7 B(V).

8 36. There is a blurring of lines between attorneys and clients in this matter. Correction in
9 Section B(V).
10

11 All of these statements are incorrect statements of law and fact. Thus, Cary Colt Payne
12 and his clients' Objection is further proof of their continued behavior to divert trust funds to
13 their own pockets while forcing the Nancy as Trustor of the Trust to retain counsel to be able to
14 even obtain the assets of the Trust to which she was entitled. Unfortunately, the Petitioners
15 made sure that Nancy died without enjoying the benefits the Trust or living in an adequate home
16 to which she was entitled under the terms of the Trust.
17

18 **B. Corresponding Corrections to the Misrepresentations of Facts and Law**

19 **I. ALB Law Firm has standing in this matter as a creditor of Nancy Christian**
20 **and has a statutory right to seek fees.**

21 NRS 132.390(c)(8) specifically provides that a creditor of the settlor whose claim has
22 been accepted by the Trustee is an interested person as to a Trust.¹ Here, ALB Law Firm's
23 claim has been accepted by both Successor Trustees of the Trust and the only reason the fees
24 were not previously paid during the life of the Trustor is because Mr. Payne and his clients have
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¹ For the purposes of this title, a person is an interested person with respect to:... at trust, if the person:... Is a creditor of the settlor who has a claim which has been accepted by the trustee.

1 improperly sequestered the Trust funds and have caused the Court to freeze all Trust assets
2 based upon their frivolous claims.

3 Furthermore, NRS 164.025(3) allows for the following:

4
5 A person having a claim, due or to become due, against a settlor or the trust must file the
6 claim with the trustee within 90 days after the mailing, for those required to be mailed,
7 or 90 days after publication of the first notice to creditors. Any claim against the trust
8 estate not filed within that time is forever barred. After the expiration of the time, the
trustee may distribute the assets of the trust to its beneficiaries without personal liability
to any creditor who has failed to file a claim with the trustee.

9 Herein, the statute allows for ALB Law Firm to file a claim with this Court. This statute also
10 provides ALB Law Firm with standing to make its claim against the Trust.

11 NRS 163.5559(1) also provides for a creditor of a settlor to seek to satisfy a claim
12 against the settlor from the assets of a trust, because, herein, Nancy's interest was (1) not solely
13 the existence of a discretionary power granted to a person other than the settlor by the terms of
14 the trust or by operation of law or (2) not to reimburse the settlor for any tax on trust income or
15 principal which is payable by the settlor under the law imposing such tax. Herein, Nancy's
16 debts were acquired in furtherance of exercising her rights provided under the Trust instrument.
17 The Trust not only provided for income (which was at the Trustee's discretion) but also gave
18 her the absolute right (which was not discretionary) to live in the residence. The applicable
19 Trust provision is as follows:

22 **4.4 Use of Residence.** Until the Survivor's death, the Trustee shall allow the
23 Survivor to occupy and use any residence used by either or both Trusters as a
24 residence at the time of the Decedent's death. The Trustee shall, ***at the direction***
25 ***of the Survivor***, sell any such residence, and if the Survivor so directs, use the
26 proceeds therefrom to purchase or build another residence for the Survivor. The
Survivor shall not be required to pay rent or account for the use of any residence.
(Emphasis added.)

27 Therefore, Nancy directed the Trustee as to the use, sale and building of a residence for her.
28 She also did not have to pay rent or account for her use of any residence.

1 In other words, ALB Law Firm is Nancy's creditor, has standing pursuant to NRS
2 132.390(c)(8) and 164.025(3) and does not fall under the two criteria in NRS 165.5559(1). The
3 services provided by the ALB Law Firm integral to the very exercise of the Trustor's rights
4 under the Trust which were being denied by the Petitioners. Thus, ALB Law Firm can seek to
5 satisfy its claims against the settlor from the assets of the trust and has standing in this matter to
6 do so.

8 **II. The Christian Family Trust is not a directed trust and while, it has a**
9 **spendthrift provision, it is inapplicable to Nancy, a settlor.**

10 Second, regarding the terms of the Trust, which is Mr. Payne's most "important"
11 contention, Mr. Payne indicates on at least two occasions the trust is a "directed (discretionary)
12 trust", which is incorrect. Mr. Payne provides much confusion with his incorporation of a
13 "directed" with "discretionary" and his whole argument should be aborted, because it is
14 inherently flawed.

16 A directed trust is a trust in which the trustee is directed by a number of other trust
17 participants in implementing the execution of trust terms, such as an investment trust adviser
18 (see NRS 163.5543), distribution trust adviser (NRS 165.5545), or trust protector (NRS
19 163.5547). Pursuant to NRS 163.5548, the trustee is a "directed fiduciary" with respect to any
20 action that the fiduciary:

- 22 1. Has no power to take under the terms of the governing instrument;
23 2. Is mandated by the governing instrument and for which the fiduciary has no
24 discretion to act otherwise; and
25 3. Is directed to take or prohibited from taking by a directing trust adviser.

26 The Trustee is then not liable for any losses that result from complying with a direction of a
27 trust adviser.² Herein, the Petitioners admit that they all had discretion in providing for Nancy's

28 _____
² NRS 163.5549 Limitations on liability of directed fiduciary.

1 income; therefore, by their own admission, they were not being directed by anyone in refusing
2 to provide even a penny of trust funds to Nancy. In other words, they were not “directed
3 fiduciaries” because they were not receiving direction from other fiduciary, including a trust
4 investment adviser, a distribution trust adviser or a trust protector – they were admittedly
5 exercising their own discretion in refusing to provide income to Nancy. The Trust was not a
6 directed trust; and, unfortunately, Mr. Payne attempts to confuse the court with his language.
7

8 Furthermore, indicating that the trust was purely discretionary is also incorrect. While
9 the Trust did provide discretion for the trustee in terms of income payments to Nancy, there was
10 no discretion as it pertained to the residence. See Section 4.4 of the Trust quoted above. Nancy
11 was to provide direction to the Trustee as to the use and sale of the residence, including the
12 building of a new residence. Nancy was not required to pay rent or account for her use of any
13 residence. Therefore, the Trust cannot be classified as a “discretionary trust” as to Nancy’s
14 interest in the residence.
15
16

17 Lastly, while Mr. Payne quotes the language of the spendthrift provision he fails to
18 highlight the most glaring provision in the Trust document:

19 **14.2 Spendthrift Provision.** No interest in the principal or income of any trust
20 created under this Trust Instrument shall be anticipated, assigned, encumbered or
21 subjected to creditors' claims or legal process before actual receipt by a beneficiary.
22 ***This provision shall not apply to a Trustor's interest in the Trust estate.*** The
23 income and principal of this Trust shall be paid over to the beneficiary at the time
24 and in the manner provided by the terms of this Trust, and not upon any written or
oral order, nor upon any assignment or transfer by the beneficiary, nor by operation
of law. (Emphasis added.)

-
- 25 1. A directed fiduciary is not liable, individually or as a fiduciary for any loss which results from:
26 (a) Complying with a direction of a directing trust adviser, whether the direction is to act or to not act; or
27 (b) Failing to take any action proposed by a directed fiduciary if the action:
(1) Required the approval, consent or authorization of a person who did not provide the approval, consent
or authorization; or
(2) Was contingent upon a condition that was not met or satisfied.
28 2. A directed fiduciary is not liable for any obligation to perform an investment or suitability review, inquiry
or investigation or to make any recommendation or evaluation with respect to any investment, to the extent that the
investment is made by a directing trust adviser.

1
2 Of course, because of this provision, Mr. Payne attempts to improperly indicate that the Trust
3 does not own community property or Nancy did not contribute a “single penny” or separate
4 property to the trust corpus. As Mr. Payne typically recycles his misrepresentative arguments,
5 this particular argument was foreseen by ALB Law Firm (see discussion in Petition regarding
6 nature of trust property), and the ALB Law Firm previously reminded the Court of the preamble
7 to the Trust which states as follows:
8

9 The property comprising the original Trust estate, during the joint lives of the
10 Trustors, shall retain its character as their community property or separate
11 property, as designated on the document of transfer or conveyance. Property
12 subsequently received by the Trustees during the joint lives of the Trustors shall
13 have the separate or community character designated on the document of
14 transfer or conveyance. (Emphasis added).

15 As can be seen by the Dancing Vines Property alone, this asset was held in joint tenancy
16 between Nancy and Raymond Christian, Sr., before it was put into the Trust.³ Also, the
17 personal property located in the Dancing Vines Property was community property.
18 Furthermore, under NRS 123.220 all property acquired during the marriage is considered
19 community property. Mr. Payne and his clients have provided no evidence to rebut this
20 presumption for the community property, notwithstanding the wholesale failure to address
21 Nancy’s separate property interests in the Trust. Therefore, Mr. Payne and his client’s assertions
22 that Nancy did not contribute to the Trust is a blatant misrepresentation and fails to even address
23 the time-honored rebuttable presumption in Nevada of a spouse’s right to community property.
24 Mr. Payne is simply attempting to get around the spendthrift provision by bulldozing his way
25 through public policy, Nevada community property rights, and Nancy’s separate property rights
26
27
28

³ See Grant Bargain and Sale Deed attached hereto and incorporated herein as Exhibit 1.

1 in the Trust. The spendthrift provision, by its own terms, is inapplicable to Nancy's interest in
2 the Trust estate.

3 Additionally, under the provisions of Section 4.3 to 4.4 of the Trust, all property not
4 used for "the administrative expenses, the expenses of the last illness and funeral of the
5 Decedent and any debt owed by the Decedent" after the Decedent's death, was transferred to the
6 Survivor's share of the Trust. Therefore, upon the death of the Decedent, all property became
7 Nancy's property for purpose of Section 14.2 of the Trust. Contrary to Mr. Payne's assertion,
8 all of the assets of the Trust are subject to approved claims of the creditors of Nancy, the last
9 settlor to die.
10

11 Furthermore, ALB Law Firm is not required file in Nancy's probate estate before
12 obtaining relief in the trust matter because the Dancing Vines Property was a combination of
13 community property and Nancy's separate property. This Court can take judicial notice of this
14 fact pursuant to NRS 47.130 that the Dancing Vines property was jointly owned by Nancy and
15 Raymond Christian from the filing of the Grant Bargain and Sale Deed recorded as
16 Instrument#20161019-0000692 on October 19, 2016.⁴ Therefore, Mr. Payne's incorrect and
17 sanctionable assertions that Nancy did not contribute property to the trust is easily refuted by
18 public record and such a finding does not need to be made in the probate estate.
19
20

21 Nancy had a separate property interest in the Dancing Vines property, which upon its
22 sale, the proceeds were used to purchase the Bluffpoint Property and/or segregated from the
23 other Trust property. Nancy gave directions prior to her death regarding the Bluffpoint Property
24 and her wish to obtain another residence, which was far from the Petitioners (the Petitioners live
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⁴ *Id.*

1 in close proximity to the Bluffpoint Property). Nancy and the Trust were attempting to realize
2 Nancy's wishes pursuant to the terms of the Trust when she died.

3 **III. ALB Law Firm's claims are appropriate in the trust matter and not solely to**
4 **the probate estate.**

5 Because of Nancy's death, Mr. Payne believes that claims against the Trust magically
6 disappear and must be brought and settled in her probate estate. His feigned logic and argument
7 are completely contrary to Nevada law and are vexatious. For just one example, NRS
8 164.025(1) is specifically used "after the death of the settlor of the trust". It requires the trustee
9 of a nontestamentary trust (which the Christian Family Trust is) to publish notice to creditors
10 after the death of the settlor of the trust and requires creditors to make their claims within ninety
11 (90) days.⁵ The Nevada Legislature contemplated settling the claims of creditors of a trust and
12 its settlor(s) after the death of a settlor. This is basic trust law in the state of Nevada.
13

14 Secondly, Mr. Payne's assumption that Nancy's rights are divested from the trust upon
15 her death are misplaced given the fact that Nevada law specifically allows for the creditor's
16 claims. Nancy's rights or claims are not extinguished solely because of her death and, notably,
17 Nancy has asserted claims of undue influence and fraud against Petitioners which claims survive
18 her death.
19

20 Additionally, Mr. Payne's cited case law and statutes are inapplicable. First, his citation
21 to *In the Matter of the Jane Tiffany Living Trust*, 177 P. 3d 1060 (Nev. 2008) and his quote is
22 completely inaccurate. The "creditor" of the estate was barred from seeking her claim in
23 another case because she did not seek her claim in the trust proceeding. Herein, ALB Law
24 Firm is seeking its relief in the trust proceeding, therefore, Mr. Payne's direction that ALB Law
25 Firm must seek relief in the Nevada estate from this case is completely misguided or calculated
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27
28

1 as a fraud upon this Court. ALB Law Firm would be faced with the same creditor dismissal in
2 that case if it were to bring its Trust claims in another action when they are appropriately before
3 the Court in the Trust proceeding.

4
5 Furthermore, Mr. Payne's citation to *Brock v. Premier Trust, Inc.*, 390 P.3d 646 (Nev.
6 2017), deals with beneficiaries and their creditors – not the Settlor's creditors. Therefore, the
7 case is inapplicable to Nancy who was a settlor or Trustor of the Trust.

8 Third, his citation to NRS 111.779 is inapplicable because ALB Law Firm is not a
9 nonprobate transferee. It is clear that Mr. Payne is attempting to inundate this Court with red
10 herrings and inapplicable case law and statutes to confuse and mislead the Court.

11
12 Fourth, Mr. Payne's allegation that NRS 163.417 does not allow the court to order
13 payment to creditors is a blatant misrepresentation of the law. NRS 163.417 actually states:

14 A creditor may not exercise, and a court may not order the exercise of:

- 15 (a) A power of appointment or any other power concerning a trust that is held by a
16 beneficiary;
17 (b) Any power listed in NRS 163.5553 that is held by a trust protector as defined in
18 NRS 163.5547 or any other person;
19 (c) A trustee's discretion to:
20 (1) Distribute any discretionary interest;
21 (2) Distribute any mandatory interest which is past due directly to a creditor; or
22 (3) Take any other authorized action in a specific way; or
23 (d) A power to distribute a beneficial interest of a trustee solely because the beneficiary
24 is a trustee.

25 Nothing in NRS 163.417 prevents a court from requiring payment of otherwise valid
26 claims against the Trust or the Settlor(s) of the Trust. Rather the statute limits the court's ability
27 to force a beneficiary or trustee to exercise powers granted them under the terms of the Trust.
28 However, even if NRS 163.417 means what Mr. Payne alleges (which it clearly does not), the
Successor Trustee has already approved the amounts due and owing to ALB Law Firm based on

⁵ See NRS 164.025(3).

1 the broad discretion granted her under the terms of the Trust. Therefore, rather than ordering
2 the exercise of a power or discretion, the Court is merely respecting the conclusive decision of
3 the Trustee made pursuant to Section 11.1 of the Trust.

4
5 Curiously, Mr. Payne indicates that because Nancy did not transfer any Trust assets into
6 her personal name, the assets of the Trust are precluded from the debts or claims of Nancy's
7 creditors. However, ALB Law Firm is performing work on behalf of Nancy as Settlor/Trustor
8 of her Trust, therefore, Mr. Payne's own legal conclusion is not applicable. Furthermore, Mr.
9 Payne is wrongfully attempting to negate the provisions of NRS 164.025 with such a conclusion
10 when ALB Law Firm was performing work on behalf of Nancy in furtherance of the provisions
11 of the Trust.

12
13 Mr. Payne is no stranger to such misrepresentation and vexatious behavior, and the ALB
14 Law Firm is available to provide this Court upon request with prior written reports and
15 recommendations which have recommended extreme monetary sanctions against Mr. Payne
16 personally under the Nevada Rules of Civil Procedure for similar prior misconduct in other
17 Trust matters.⁶

18
19 Simply put, ALB Law Firm is a creditor and is seeking to assert its claim in this matter
20 against the Trust because of its actions on behalf of Nancy in furtherance of the terms of the
21

22
23 ⁶ NRS 155.165 (1) The court may find that **a person**, including, without limitation, a personal representative or
24 trustee, is a vexatious litigant if the person files a petition, objection, motion or other pleading which is without
25 merit, intended to harass or annoy the personal representative or a trustee or intended to unreasonably oppose or
26 frustrate the efforts of an interested person who is acting in good faith to enforce his or her rights. The court may
27 find that a personal representative or trustee is a vexatious litigant if the personal representative or trustee has
28 expended the funds of the estate or trust to unreasonably oppose the good faith efforts of an interested person to
enforce his or her rights. **In determining whether the person is a vexatious litigant, the court may take into
consideration whether the person has previously filed pleadings in a proceeding that were without merit,
intended to harass or annoy a fiduciary or intended to unreasonably oppose or frustrate the efforts of an
interested person who is acting in good faith to enforce his or her rights.** (2) If a court finds that a person is a
vexatious litigant pursuant to subsection 1, the court may impose sanctions on the person in an amount sufficient to
reimburse the estate or trust for all or part of the expenses, including, without limitation, reasonable attorney's fees,

1 Trust. The acting Trustees have all approved the fees and costs herein, which they have the
2 discretion to do pursuant to the terms of the Trust, and thus ALB Law Firm is a proper creditor
3 for purposes of payment.
4

5 **IV. The Trust Terms do not provide for distributions to beneficiaries before**
6 **Nancy's death, but do provide for the power to change trustee or**
7 **nominations of successor trustees.**

8 Before Nancy's death, Nancy without undue influence and of her own free will, changed
9 her Trustee due to Petitioners' mistreatment of her.⁷ Her verified statements are not hearsay as
10 Mr. Payne would like this Court to conclude. Nancy's facts and statements were verified by her
11 in every petition she filed. Furthermore, because she has now passed away, her verified
12 statements would fall under the hearsay exception because she is no longer available as a
13 witness.⁸ As noted many times before, Nancy was given the power to change her trustee and
14 did so. Thereafter, Petitioners engaged in a course of action which would thwart Nancy's ability
15 to obtain funds from her Trust and prevented her from living in a home to which she had been
16 accustomed to living.
17

18 Furthermore, the Petitioners purposefully misread the Trust terms in an attempt to have
19 this Court refuse to provide relief to the appropriate parties. Basically, the Petitioners sought to
20 have this Court to rewrite the terms of the Trust to benefit them or continue to use this Court's
21 resources to delay beneficial use of the Trust to Nancy. They were successful in delaying these
22 proceedings to the point that Nancy died before receiving her requested relief. Unfortunately,
23 they now continue to argue their various tortured interpretations of the Trust in purported pre-
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27 incurred by the estate or trust to respond to the petition, objection, motion or other pleading and for any other
28 pecuniary losses which are associated with the actions of the vexatious litigant. (Emphasis added).

⁷ See Certificate of Independent Review attached as Exhibit H to Joint Objection and Joint Counterpetition filed on
November 13, 2017.

⁸ See NRS 51.075.

1 death distributions to them from the Trust owned real property and in Nancy's power to change
2 trustee.

3 The Former Trustees requested that they receive distributions under the Trust, when
4 there is no distribution authorized under the terms of the Trust to any person other than Nancy
5 until after her death. Trust provision 6.1 indicates as follows (without including the distributive
6 provisions):
7

8 **6.1 Specific Bequest Upon the death of both Trustors**, the Trustee shall first
9 sell the Trustors' primary residence located at 1060 Dancing Vines, Ave., Las
10 Vegas, Nevada, and the proceeds from the sale of such home shall be distributed
as follows: (Emphasis added).

11 In requesting that this Court distribute the proceeds from the Dancing Vines property, the
12 Petitioners were willing to create a taxable event to Nancy, although trusts, including this Trust,
13 are created to reduce or eliminate taxes. Petitioners alleged that ALB Law Firm put up "road
14 blocks" against obtaining distributions when it is the Trust provision itself that would prevent
15 the distributions to Petitioners before Nancy's death. The ALB Law Firm was and has been
16 simply attempting to obtain compliance with the terms of the Trust, while Petitioners have only
17 done what is in their own best interest resulting in a breach their duty of loyalty under the terms
18 of the Trust.
19
20

21 Even if there was a right to pre-death distributions to the Petitioners, which there clearly
22 is not, it should also be noted that in Section 7.1, there is a Delay of Distribution provision
23 which allows the delay of distribution to any beneficiary who is:

24 (b) If said causes for delayed distribution are never removed, then the Trust share of
25 that beneficiary shall continue until the death of the beneficiary and then be
26 distributed as provided in this Trust Instrument. The causes of such delay in the
27 distribution shall be limited to any of the following:
28 (1) The current involvement of the beneficiary in a divorce proceeding or a
bankruptcy or other insolvency proceedings.

1 Herein, Susan Christian-Payne is currently going through a divorce (Case #D-17-561332-D)
2 wherein her husband has stated that the “the only recent (within the last two years) contentious
3 disagreement between the parties arose as a result of issues related to MYLES’ [Susan
4 Christian-Payne’s son’s] interest in SUSAN’s parents estate.”⁹ Notably, Susan Christian-Payne
5 caused Myles, her own son, to be removed from beneficiary designations and included herself
6 as Trustee of the Trust because she would be a potential beneficiary after the death of the
7 Trustors. Such a dispute would warrant a delay in distribution to the beneficiaries – or at least
8 Susan Christian-Payne.
9

10
11 Lastly, as stated many times before, Section 9.3 provides Nancy the absolute power to
12 change the trustee of the Trust as follows:

13 **9.3 Power to Change Trustee.** During the joint lifetime of the Trustors, Trustors
14 may change the Trustee or Successor Trustee of this Trust by an instrument in
15 writing, signed by both Trustors, and delivered to the Trustee. In the event that
16 either Trustor should become incapacitated, the other Trustor shall retain the power
17 to change the Trustee of Successor Trustee of this Trust by an instrument in writing,
18 signed by such Trustor and delivered to the Trustee. **After the death of the first
Trustor to die, the surviving Trustor shall have the power to change the
Trustee or Successor Trustee of the Trust by an instrument in writing signed
by the surviving Trustor and delivered to the Trustee.** (Emphasis added).

19 Herein, Nancy was following the provisions of the Trust when she designated another trustee.
20 She had the power to do so under the Trust instrument. In an attempt to undermine this Trust
21 provision, Petitioners falsely claim there was a scrivener’s error in the Trust, although
22 Petitioners “sat at the table and negotiated the terms of the Trust.”¹⁰ David Grant’s testimony is
23 unnecessary given the unambiguousness of the Trust document itself and the facts presented to
24 this Court, including Petitioners own revelations that they, themselves negotiated the terms of
25 the Trust. Most importantly, David Grant is not an essential witness to prevent the payment of
26
27

28

⁹ See Page 4, lines 9-11 of Opposition to Plaintiff’s Motion for Child Custody and Child Support and

1 fees and costs to ALB Law Firm. This issue has nothing to do with the present petition, but
2 again Mr. Payne attempts to misuse this Court's resources to create an issue where there is none.

3 Additionally, Mr. Payne attempts to claim that a trustor working in conjunction with a
4 trustee is suspect or invalid. Most trustors and trustees communicate or have a relationship –
5 this does not mean that the trustee fails to fulfill his or her fiduciary duties. Mr. Payne's
6 connotation is simply improper innuendo.

7
8 Most importantly, Mr. Payne believes that for a trustee's actions to be valid, they must
9 be nominated or confirmed by a court. **Petitioners themselves were never confirmed by this**
10 **Court to act on behalf of the Trust; therefore, pursuant to Mr. Payne's argument, all of**
11 **the Petitioner's actions were unauthorized from October 2016 to June 2017.** They should
12 not have sold the Dancing Vines Property, they shouldn't have purchased the Bluffpoint Drive
13 Property, they shouldn't have changed beneficiary designations from Nancy to the Trust, they
14 should not have sequestered trust funds to Mr. Payne's IOLTA account, they should not have
15 prevented the successor trustee from obtaining trust funds, etc. Mr. Payne's logic is simply
16 unfounded and should be ignored.

17
18
19 Just as Nancy Christian had the ability to change her trustee pursuant to the Trust terms,
20 Monte Reason had the power to nominate a successor trustee pursuant to Section 8.1 of the
21 Trust and under the instrument executed by Nancy to appoint him.¹¹ Therefore, Monte Reason
22 was simply following the testamentary documents created by Nancy Christian. In particular, the
23 Modification and Designation of Successor Trustee was and is valid and Nancy was not under
24 any undue influence when she created this instrument.

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28
Countermotion for Temporary Orders filed January 18, 2018 in Case #D-17-561322-D.

¹⁰ See Video Transcript of October 19, 2017 hearing at 2:33 p.m.

1 Without any factual basis, Mr. Payne engages in a conspiracy type theory to allege that
2 the attorneys and clients in this matter had some behind-the-scenes agreement. This is false and
3 Mr. Payne has absolutely no facts to support his conspiracy theory.
4

5 Mr. Payne and his clients tortured interpretations of the Trust should be ignored. As is
6 characteristic of Mr. Payne, he is simply attempting to distract this Court from allowing fees and
7 costs to be distributed from the Trust despite the conclusive determination that the Successor
8 Trustees have both approved the fees and costs. The terms of the Trust and our cited Nevada
9 statutes allow for payment of the (Nancy's) settlor's creditors.
10

11 **V. Mr. Payne and Petitioners do not dispute the Brunzell Factors; therefore,**
12 **fees and costs should be paid.**

13 Although inapplicable to the payment of a creditor's claim under a trust, or even for the
14 payment of attorney's fees from a trust, the ALB Law Firm provided a *Brunzell* and *Cadle*
15 analysis. Notably, Mr. Payne and the Petitioners do not argue the *Brunzell* factors¹² or that ALB
16 Law Firm has failed to meet the requirements of *Cadle*.¹³ They simply object to the payment
17 because of alleged block billing, of not being able to see the retainer agreement and of the
18 alleged "blurring of lines" between attorneys and clients in this matter. However, none of these
19 "concerns" have legal or factual basis nor do they prevent ALB Law Firm from seeking its fees
20 and costs from the Trust.
21

22 Unlike the recent changes in guardianship court with AB130, there is no requirement for
23 ALB Law Firm to provide a Notice of Intent to Seek Fees outlining the costs of its attorneys, the
24 billing arrangement, and necessity of services. Furthermore, the trust statutes do not require a
25
26

27 ¹¹ See Section 8.1 of the Trust and Modification and Designation of Trustee and Successor Trustee attached and
28 incorporated as Exhibit G to Joint Objection and Joint Counterpetition filed on November 13, 2017.

¹² See *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31 (Nev. 1969).

¹³ *Cadle Co. v. Woods & Erickson, LLP*, 345 P.3d 1049, 1051, 2015 Nev. LEXIS 19, *1, 131 Nev. Adv. Rep. 15.

1 one-tenth breakdown of fees on billing statements. Notably, even with the Notice of Intent to
2 Seek Fees required by AB130, a law firm is not required to include a retainer agreement to be
3 able to be paid from the guardianship estate.

4 Such requirements are unnecessary in a trust proceeding. ALB Law Firm is not required
5 to provide the heightened requirements as in a guardianship proceeding. Therefore, it can be
6 paid on the reasonable fees and costs that have been provided and to which Mr. Payne and
7 Petitioners did not object based upon *Brunzell* or *Cadle*. Most importantly, both successor
8 trustees have approved the payment to ALB Law Firm and pursuant to Provision 11.1 of the
9 Trust, the Trustee's decision is conclusive and binding upon Petitioners.

10 Interestingly, Mr. Payne complains that he is unable to obtain the client file from ALB
11 Law Firm. It should be noted that in addition to the privilege issues and confidentiality issues
12 associated with this complaint, ALB Law Firm also has a retaining lien on the entire client file
13 pursuant to NRS 18.015. This prevents any party including a client or the client's successor or
14 representative from obtaining the file. If, as Mr. Payne alleges, Nancy's file is necessary to the
15 underlying case, the objection to fees necessarily prevents any party from obtaining the file from
16 ALB Law Firm.

17 Lastly, there is absolutely no blurring of lines between attorneys and clients in this
18 matter. Nancy Christian was always the client of ALB Law Firm and Monte Reason was not.
19 Joseph Powell, Esq., was consulted on all matters relating to Trust issues and it is the
20 understanding of the ALB Law Firm that Monte Reason always spoke with his counsel in
21 regarding Trust decisions and related administrative or litigation matters. Jacqueline Utkin was
22 voluntarily contacted before she was represented and provided her declaration in support of
23 Nancy; however, all person-to-person contact ceased when she retained counsel. After
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1 Jacqueline Utkin obtained counsel, ALB Law Firm dealt directly with her counsel as necessary
2 to address outstanding issues.

3 Mr. Payne's objections are merely illegitimate concerns to distract this Court. ALB Law
4 Firm had its fees and costs approved by the Trustees and Mr. Payne does not substantively
5 oppose these fees and costs. As such, ALB Law Firm should be awarded its fees and cost in this
6 matter.
7

8 **VI. Mr. Payne's actions in this matter are sanctionable under NRS 7.085 and**
9 **NRCP Rule 11.**

10 NRS 7.085 provides:

11 1. If a court finds that an attorney has:

12 (a) Filed, maintained or defended a civil action or proceeding in any court in this
13 State and such action or defense is not well-grounded in fact or is not warranted
14 by existing law or by an argument for changing the existing law that is made in
good faith; or

15 (b) Unreasonably and vexatiously extended a civil action or proceeding before
16 any court in this State, the court shall require the attorney personally to pay the
additional costs, expenses and attorney's fees reasonably incurred because of
such conduct.

17 2. The court shall liberally construe the provisions of this section in favor of awarding
18 costs, expenses and attorney's fees in all appropriate situations. It is the intent of the
19 Legislature that the court award costs, expenses and attorney's fees pursuant to this
20 section and impose sanctions pursuant to Rule 11 of the Nevada Rules of Civil
21 Procedure in all appropriate situations to punish for and deter frivolous or vexatious
claims and defenses because such claims and defenses overburden limited judicial
resources, hinder the timely resolution of meritorious claims and increase the costs of
engaging in business and providing professional services to the public.

22
23 Furthermore, NRCP 11 provides that upon signing a pleading, or advocating a position, an
24 attorney certifies that the pleading or position is not presented for any improper purpose, that the
25 claims etc., are warranted by existing case law, and that the factual allegations or denials of
26 factual allegations have evidentiary support.
27
28

1 Unfortunately, Mr. Payne's opposition was severely untimely and therefore prevented
2 the ALB Law Firm from provide him with a safe harbor letter under NRCP 11. However, the
3 court may issue an order to show cause to Mr. Payne under NRCP 11(c)(1)(b) and issue
4 sanctions sua sponte. Additionally, NRS 7.085 does not require a safe harbor letter and must be
5 liberally construed to as necessary to punish for and deter vexatious claims.¹⁴
6

7 Here, ALB Law Firm has identified for the court at least 36 blatant misrepresentations of
8 law and/or fact by Mr. Payne. Additionally, it appears that other parties have identified
9 misrepresentations by Mr. Payne in other pleadings set for hearing on March 15, 2018. In
10 several instances Mr. Payne's assertions are contradicted by the very citations provided by him.
11 It is clear that Mr. Payne's opposition is not well-grounded in fact and is not warranted by
12 existing case law. Furthermore, Mr. Payne's opposition appears to be for the sole purpose of
13 extending the frivolous litigation initiated by his clients to prevent Nancy from receiving any
14 benefit from the Trust and their continued attempts to prevent the Successor Trustees from
15 acting on behalf of the Trust and fulfill their fiduciary duties. Therefore, this court should
16 require Mr. Payne personally to pay the additional costs, expenses and attorney's fees incurred
17 by ALB Law Firm in responding to his opposition, such costs, fees, and expenses are estimated
18 to be approximately \$2,800.00.
19
20

21 **C. Conclusion**
22

23 As legal counsel for the Trustor of the Trust, the ALB Law Firm sought relief based
24

25 ¹⁴ *Watson Rounds, P.C. v. Eighth Judicial Dist. Court*, 358 P.3d 228, 232, 2015 Nev. LEXIS 89, *10, 131 Nev.
26 Adv. Rep. 79. "The simplest way to reconcile NRCP 11 and NRS 7.085 is to do what federal courts have done with
27 FRCP 11 and § 1927; treat the rule and statute as independent methods for district courts to award attorney fees for
28 misconduct. Therefore, we conclude NRCP 11 does not supersede NRS 7.085."

1 upon Nancy's requests in conjunction with the terms of the Trust prior to her passing. Because
2 of the benefit provided to Nancy as Trustor of the Trust in furtherance of the Trust's terms, the
3 Successor Trustees approved the request for payment of fees and costs from the Trust. Pursuant
4 to Trust Provision 11.1 their decision is conclusive and binding upon the Petitioners.
5

6 Because the Court required this petition because the trust funds are currently frozen as a
7 result of the Petitioners' sequestration of funds from the Successor Trustees, ALB Law Firm
8 also provided documentation that its work was performed in accordance with the *Brunzell*
9 Factors and the costs were actually incurred pursuant to *Cadle*, which were unopposed. Most
10 importantly, the Trust's terms and Nevada law allow for the payment of Nancy's debts.
11

12 Therefore, the law office of Anthony L. Barney, Ltd., respectfully requests that its fees
13 and costs be paid from the Trust, because it is Nancy's (Trustor's) debt. As such, the ALB Law
14 Firm requests this Court make the findings and orders as requested in its petition and unfreeze
15 Nancy's assets in the amount of \$62,105.64 for payment of its fees and costs and order that they
16 be paid from the blocked account. It also requests payment of fees and costs from Cary Colt
17 Payne, Esq., in the approximate amount of \$2,800.00 for the false representations contained in
18 his frivolous and vexatious objection.
19

20 DATED this 13th day of March 2018.
21

22 Respectfully Submitted,
23 **ANTHONY L. BARNEY, LTD.**

24 

25 Tiffany S. Barney, Esq.
26 NV State Bar No. 9754
27 3317 W. Charleston Boulevard, Suite B
28 Las Vegas, NV 89102-1835
(702) 438-7878
Creditors of the Nancy Christian Trust

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I am an employee of Anthony L. Barney, Ltd. and not a party to the
3 above-entitled action. I further certify that on March 13, 2018 I served the foregoing **REPLY**
4 **TO PETITIONER'S COMBINED OPPOSITION TO 1) BARNEY FIRM PETITION**
5 **FOR FEES, ETC., (2) MONTE REASON'S APPLICATION FOR REIMBURSEMENT**
6
7 on the following parties via electronic service through the Eighth Judicial District Court filing
8 system, addressed as follows:
9

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

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

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

24 /s/Zachary D. Holyoak
25 An employee of Anthony L. Barney, Ltd.
26
27
28

EXHIBIT 1

4-1

APN: 177-27-611-254

When Recorded, Mail to:

Grant Morris Dodds
2520 St. Rose Pkwy, Suite 319
Henderson, NV 89074

Mail Tax Statements to:

Raymond T. Christian
Nancy I. Christian
1060 Dancing Vines Avenue
Las Vegas, NV 89183

Inst #: 20161019-0000692
Fees: \$19.00 N/C Fee: \$0.00
RPTT: \$0.00 Ex: #007
10/19/2016 09:18:20 AM
Receipt #: 2905989
Requestor:
GRANT MORRIS DODD (LEGAL
WI
Recorded By: TAH Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE WITNESSETH: That **Raymond Christian and Nancy I. Christian, husband and wife as joint tenants**, for good and other valuable consideration, do hereby Grant, Bargain, Sell and Convey to **ROSEMARY K. CHRISTIAN-KEACH, RAYMOND T. CHRISTIAN, JR. and SUSAN G. CHRISTIAN-PAYNE, Trustees of the CHRISTIAN FAMILY TRUST, dated October 11, 2016**, all of their right, title and interest in that real property situated in the County of CLARK, State of NEVADA, bounded and described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF FOR COMPLETE LEGAL DESCRIPTION.**

Commonly known as: 1060 Dancing Vines Avenue, Las Vegas, NV
0358

GRANTEE'S ADDRESS: 1060 Dancing Vines Avenue
Las Vegas, NV 89183

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Witness their hands this 11th day of October, 2016.



RAYMOND CHRISTIAN

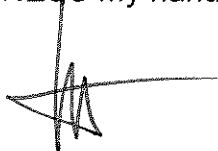


NANCY I. CHRISTIAN

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 11th day of October, 2016, before me the undersigned, a Notary Public in and for the said County of Clark, State of Nevada, personally appeared RAYMOND CHRISTIAN and NANCY I. CHRISTIAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



NOTARY PUBLIC

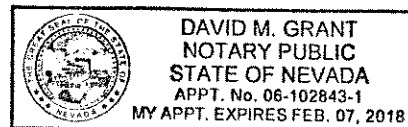


EXHIBIT "A"
LEGAL DESCRIPTION

The land referred to is situated in the County of Clark, City of Las Vegas, State of Nevada, and is described as follows:

Parcel I:

Lot Three Hundred Fifteen (315) in Block One (1) of Silverado South Unit 2, as shown by map thereof on file in Book 84 of Plats, Page 64, in the Office of the County Recorder of Clark County, Nevada and amended by Certificate of Amendment recorded June 22, 1998 in Book 980622 as Document No. 01333 and by Certificate of Amendment recorded August 5, 1998 in Book 980805 as Document No. 00558, both of Official Records.

Parcel II:

An easement for ingress and egress over the private streets delineated on the plat of the final map of Silverado South Unit 2.

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

- a) 177-27-611-254
b) _____
c) _____

2. Type of Property:

- a) ☐ Vacant Land b) ☒ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
☐ Other

FOR RECORDER'S OPTION USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3. Total Value/Sales Price of Property \$ 0.00
Deed in Lieu of Foreclosure Only (value of property) ()
Transfer Tax Value \$ 0.00
Real Property Transfer Tax Due \$ 0.00

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section 07
b. Explain Reason for Exemption: Transfer without consideration to or from a trust.

5. Partial Interest: Percentage being transferred: _____

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature  Capacity Attorney for Grantor

Signature _____ Capacity _____

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

Print Name: RAYMOND CHRISTIAN
NANCY I. CHRISTIAN
Address: 1060 Dancing Vines Avenue
City: Las Vegas
State: NV Zip: 89183

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: CHRISTIAN FAMILY
TRUST
Address: 1060 Dancing Vines Avenue
City: Las Vegas
State: NV Zip: 89183

COMPANY/PERSON REQUESTING RECORDING (required if not seller of buyer)

Print Name: Grant Morris Dodds, PLLC Escrow #: _____
Address: 2520 St. Rose Pkwy. #319
City: Henderson State: Nevada Zip: 89074

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILED

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TRANS

FILED

NOV 21 2018

Adam L. Williams
CLERK OF COURT

COPY

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

THURSDAY, MARCH 15, 2018

1 APPEARANCES:

2 The Petitioners: SUSAN CHRISTIAN PAYNE
3 For the Petitioners: CARY COLT PAYNE, ESQ.
4 700 S. Eighth St.
 Las Vegas, Nevada 89101
 (702) 383-9010

5 For the Trustee: JERIMY KIRSCHNER, ESQ.
6 5550 Painted Mirage Rd.
 Suite #320
 Las Vegas, Nevada 89149
7 (702) 563-4444

8 For the Objector: JOSEPH POWELL, ESQ.
9 DAN KIEFER, ESQ.
 1707 Village Center Cir.
 Suite 150
10 Las Vegas, Nevada 89134
 (702) 255-4552

11 For the Other: ANTHONY BARNEY, ESQ.
12 ZACHARY HOLYOAK, ESQ.
 3317 W. Charleston Blvd.
13 Suite B
 Las Vegas, Nevada 89102
14 (702) 438-7878

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1 LAS VEGAS, NEVADA

THURSDAY, MARCH 15, 2018

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

3 (THE PROCEEDINGS BEGAN AT 02:04:16)

4

5 THE COURT: We need more attorneys so we can get
6 some more from the hallway to fill up the empty --

7 MR. BARNEY: Well, they're coming.

8 THE COURT: -- chairs.

9 MR. POWELL: They're coming.

10 THE COURT: Oh, they're coming.

11 MR. POWELL: Two more.

12 MR. KIRSCHNER: Two more will be here in just a
13 moment, Your Honor.

14 THE COURT: Well, that's not enough. We need more.

15 MR. POWELL: Yeah.

16 MR. KIRSCHNER: Well, I only count half of the
17 attorneys here.

18 THE COURT: Oh, okay. Who said that?

19 MR. KIEFER: Most of the people who know me.

20 THE COURT: That's not good news.

21 MR. KIEFER: Although I did get you one time on the
22 record to say that I was handsome?

23 THE COURT: I did? No, I don't remember that.

24 MR. KIEFER: I -- I tricked you into it, but I got

1 it on the record.

2 THE COURT: Okay.

3 MR. BARNEY: It had to have been a pretty good
4 trick.

5 MR. KIEFER: Oh, yeah. There's no way he was going
6 to admit that willingly.

7 THE MARSHAL: All right. We got everybody here.

8 MR. BARNEY: There's no room.

9 THE MARSHAL: I didn't put the third table out for
10 you guys.

11 THE COURT: Shall we just pay all the attorneys and
12 just call it even for the day?

13 MS. PAYNE: No.

14 MR. PAYNE: Over someone's dead body, Your Honor.

15 MR. KIRSCHNER: We're trying to avoid that, Your
16 Honor, personally.

17 THE COURT: Well, you guys are racking up some fees.
18 Somebody someplace needs to resolve this. Let's start over
19 here. This is the trust of the Christian Family Trust, or so
20 called family.

21 MR. PAYNE: Good morning, Your Honor. Cary Payne on
22 behalf of Suzanne Christian Payne, Rosemary Keach, and Raymond
23 Christian and Ms. Payne is present.

24 THE COURT: Okay. And she was -- they were trustees

1 at one time.

2 MR. PAYNE: Correct, Your Honor.

3 MR. KIRSCHNER: Jerimy Kirschner on behalf of the
4 trustee Jacqueline Utkin.

5 THE COURT: Okay.

6 MR. HOLYOAK: Zach Holyoak, bar number 14217, on
7 behalf of Anthony Barney, LPD.

8 MR. BARNEY: Anthony Barney on behalf --

9 THE COURT: Okay.

10 MR. BARNEY: -- of -- of our firm as the questioner
11 in this matter, bar number 8366.

12 MR. POWELL: Joey Powell and Dan Kiefer, Rushforth
13 Lee & Kiefer, on behalf of former trustee Monte Reason.

14 THE COURT: Okay. So what do we have before me
15 today?

16 MR. KIRSCHNER: We have three different matters
17 before the Court today. One was our original petition to
18 confirm Ms. Jacqueline Utkin as the successor trustee for the
19 Christian Family Trust. We had a counter petition that was
20 filed by Mr. Cary Payne for the three former trustees to
21 regain their position as trustee. We also had a fee -- fee
22 request from they Anthony L. Barney firm and also from the
23 Rushforth firm.

24 MR. PAYNE: But those aren't -- those aren't on

1 until April, Your Honor.

2 MR. KIRSCHNER: I believe that there was an order
3 shortening time that was actually signed by this Court for at
4 least the Rushforth firm and I believe also from Anthony L.
5 Barney, but I believe for Rushforth there was.

6 THE COURT: Rushforth, maybe.

7 MR. POWELL: Our -- our office received a phone call
8 that it would be heard today. That's primarily why we're
9 here.

10 THE COURT: Okay. Well, I only granted one request.
11 So that's all I know. I don't know who called you. Secondly,
12 don't we have this matter set for a settlement conference.

13 MR. KIRSCHNER: There is a settlement conference
14 that's being set for April the 4th in this matter, Your Honor,
15 but we're having substantial problems as we're moving towards
16 that. First and foremost, this Court's original omnibus order
17 that was filed that required an accounting to be provided
18 within 45 days has not been abided by. We have absolutely no
19 information, the same as we did on the original January
20 17th --

21 THE COURT: Who's we?

22 MR. KIRSCHNER: That would be me, the trustee, also
23 the other beneficiaries Your Honor through Monte Reason.
24 There has been no production of the accounting or the

1 substantiation of the documents that this Court had expressly
2 ordered in the original omnibus order.

3 MR. PAYNE: Can I --

4 MR. KIRSCHNER: So --

5 MR. PAYNE: Can I address that --

6 MR. KIRSCHNER: But it's --

7 MR. PAYNE: -- Your Honor?

8 THE COURT: But can I get your name again, sir?

9 MR. KIRSCHNER: Jerimy Kirschner, Your Honor, bar
10 number 12012.

11 THE COURT: And who do you represent?

12 MR. KIRSCHNER: The trustee, Jacqueline Utkin.

13 THE COURT: Okay.

14 MR. KIRSCHNER: So when we originally came back on
15 January 17th, this Court had ordered an omnibus order that a
16 full accounting including substantiations required to be
17 turned over within 45 days of the original hearing. Now for
18 our part, Your Honor, we would ask for discovery to be opened
19 so that we can serve discovery but we would wait to do any
20 discovery until after we got the accounting in the matter.
21 It's been past 45 days. Nothing has been produced.

22 The second thing that this Court ordered as part of
23 that order is that we were -- they were required to produce
24 proof that the money that was being held in Mr. Cary Payne's

1 trust account had been put into a bank account in the name of
2 the trust and proof that it was blocked. They have yet to do
3 that, Your Honor.

4 Now they have provided us an interim, a deposit.
5 The check had not cleared yet, but they haven't provided us
6 proof that it was actually in the account and that the account
7 was blocked. We've been requesting that several times.

8 The other thing this Court had ordered was that
9 \$5,000 was to be turned over to my client for purposes of
10 preserving trust assets including the real property here in
11 Nevada which has an outstanding tax bill over a thousand
12 dollars.

13 Now a check was actually sent by Mr. Cary Payne to
14 our office for \$5,000 made out to, quote, Trustee Utkin, but
15 they have refused to release the EIN for the trust so that she
16 can open up an account in the name of the trust so that she
17 can pay for it and not intermingle it with her own assets or
18 have any confusion that these are meant to be her personal
19 funds.

20 We've made that request on no less than three
21 occasions and we're told that no, you need to get a new EIN
22 which is ridiculous because trusts don't trade EINs. You
23 might have a different responsible party, but you don't have a
24 new EIN. Just because you change CEOs at a business doesn't

1 mean it gets a new EIN. It's the same concept for the trust.
2 And that's the problem. We -- we're having a
3 fundamental breakdown and information being transferred over
4 to the new trustee. We're having a fundamental breakdown in
5 that they are not abiding by previous court orders. So we're
6 coming forward now to be the successor trustee. We're asking
7 for a court order to confirm it, that's why we filed the
8 petition, so that we can have any elimination of any doubt
9 that nobody can come back and say we're not going to give you
10 this information because we don't think you've been confirmed.
11 We need that authority from this Court so we can move forward.

12 THE COURT: Well, this matter started with Nancy
13 Christian terminating the prior trustees, appointing Monte
14 Reason to be the new trustee, and then Monte Reason appointed
15 Jacqueline. And we're still trying to resolve the first --
16 whether that was legitimate or not, whether the language
17 supported it in the trust or not, and that's what we have the
18 hearing for.

19 MR. KIEFER: Two points to that, Your Honor. First
20 in the case that was set in our reply, Your Honor, and we are
21 actually being -- going to cite case law in response and in
22 support of our position. The Nevada Supreme Court has
23 expressly said that you can't consider parole evidence in
24 order to alter the unequivocal terms or the unambiguous terms

1 of a trust. And that decision came down within the last year.

2 THE COURT: Well, I'm not making a decision. That's
3 what's up for a settlement in April.

4 MR. KIRSCHNER: What we have right now Your Honor is
5 that they're trying to get appointed to the trustee position
6 mostly because there's an attempt to evade questioning on
7 prior expenses and things that went on with the trust. The
8 reason why we had asked for the accounting substantiation is
9 that there were a large number of expenses that simply said
10 checks, five, \$10,000, to people over and over again and we
11 asked what was this spent on.

12 THE COURT: I thought the hearing in April was to
13 determine whether they were removed properly as trustees under
14 the language of the trust.

15 MR. KIRSCHNER: I think that the clear --

16 THE COURT: And whether Monte Reason was appointed
17 properly under the language.

18 MR. KIRSCHNER: The mediation that I believe was
19 going forward, as far as that goes from our perspective, Your
20 Honor, there is no doubt. The clear language of the trust --
21 there -- you don't rely upon parole evidence. Clear language
22 allowed for modification. Modification occurred.
23 Modification appointed as -- the next trustee. That trustee
24 accepted, prior to this Court taking jurisdiction over the

1 trust.

2 After that trustee, there was a succes -- succession
3 that was offered. He tried to assign it to the next person.
4 He's given authority under the trust. If that person rejects,
5 which was Wells Fargo Bank, to choose the next person after
6 that. All of this is the clear language of the trust. There
7 is no ambiguity. There is no questions about that.

8 The only way that there is any question as to their
9 assertive position as a trustee is that the Court reaches
10 beyond the document and stats grabbing parole evidence, that's
11 the only way that their clients get in as trustee. And we
12 know from the Nevada Supreme Court in the last year has said
13 that is wrong, it's reversible error to do that.

14 THE COURT: So what we're coming forward and saying
15 is that we need to still get discipline in this trust. That's
16 what we're trying to do. What the accounting was demanded at
17 the last hearing was to get discipline. It was an attempt to
18 do it without having to go through discovery, without having
19 incur attorney's fees for the trust. For my part, Your Honor,
20 we've done little waiting for this accounting to come in
21 because we don't want to destroy this trust with attorney's
22 fees.

23 Now we have an objection coming in. You should
24 fight them on their attorney's fees. You need to come back.

1 And we went back and we were trying to walk with Mr. Cary
2 Payne saying please provide us the grounds as to why you think
3 that these fees should not be paid. It's not that we're not
4 willing to fight it.

5 What -- what we've seen from the contract law, this
6 has to be paid by the trust. And either we pay it or
7 alternatively they can sue the trust, grab trust assets, and
8 force a payment. And they get their attorney's fees the
9 entire time that they're doing that fight.

10 So using the trustee discretion, which we're allowed
11 to do under the trust, we were recommending payment because
12 the alternative was we fight a battle with somebody who is
13 going to take something up on appeal, who's going to incur
14 substantial attorney's fees in the process and cost even more
15 money for the beneficiaries and leave less for distribution.
16 So we are trying to perform our role as trustees. We're
17 trying to prefer -- preserve trust property. We're trying to
18 avoid battles that have no victor for the trust or for
19 beneficiaries.

20 But in the process, every time we try to enact a
21 power or sometimes do something on behalf of the trust, we're
22 being fought by Mr. Cary Payne's clients. And we're getting
23 these broadside allegations that are being made that are unsub
24 -- unsu -- unsupported by the law or the facts.

1 These are the problems that we're facing and more
2 importantly it's this Court's order that has said that they
3 have to comply. This isn't just us making a random request.
4 This Court has ordered them to do it and they're not
5 complying.

6 The only -- the only option after that is for us to
7 move forward, move for sanctions, move for discovery, and
8 start sending out subpoenas to everybody that we can find to
9 find out what exactly they did.

10 Now that's the alternative we don't want to pursue.
11 That's what we're trying not to do which is why we need to
12 rely upon this Court's prior order to force them to comply.

13 THE COURT: Thank you. Can we go this way or this
14 way?

15 MR. KIRSCHNER: I think that Mr. Cary Payne had the
16 opposition to our petition to confirm as successor trustee.

17 MR. PAYNE: Your Honor, we were here in front of you
18 on January 17th where you asked some very good questions. For
19 Counsel to sit here and say that we haven't complied with your
20 orders is absurd. Your order says that within 45 days
21 Petitioners must provide an accounting. 45 days is in -- is
22 on the 20th. So we are not not in compliance with your order.

23 Furthermore, we have already provided multiple
24 accountings. Your Honor asked how much was in the trust. We

1 filed an accounting. There was \$745,000 which consisted of
2 proceeds from Dancing Vine, a piece of real estate, a
3 California piece of real estate and the -- the proceeds that
4 were held in my trust account.

5 Counsel showed up at the hearing never -- never
6 knowing really what's going on and what he was -- what he's
7 already in, but he says Your Honor, we need an accounting, we
8 need an accounting. Your Honor was very specific and we
9 fought about your order because Your Honor said Mr. Jeremy
10 it's your duty to ask Mr. -- to tell us specifically what you
11 want because no disrespect to Mr. Barney 's firm. They
12 papered the hell out of this issue. They subpoenaed every
13 single document as it related to these transactions in this
14 accounting in this trust. This trust wasn't around very long
15 before Mr. Christiansen had died and you know the facts with
16 respect to Mrs. U -- with the settlor dying.

17 So there wasn't a lot of transactions. He sat there
18 and he said I need to examine these transactions. And -- and
19 you said to him quite straightforward we'll get them the
20 inquiries that you want. I'm not going to make Mr. Payne redo
21 all this again. And -- and it was -- that's exactly what Your
22 Honor said. Tell him exactly what you want.

23 Yet, what he puts in his order is the Petitioner's
24 accounting must provide substantiating documents including but

1 not limited to bank statements, checks, and receipts.

2 So everything again, Your Honor, honestly, they
3 subpoenaed everything. They have all that thing. These two
4 officers work in conjunction. They've shared that information
5 with them. What they did is they spin around their time going
6 out and getting Mrs. Utkin who had nothing to do with this
7 matter, had nothing to say about this entire proceeding, and
8 bringing an interloper. And that's what happened.

9 But let's talk about what's on here for today, Your
10 Honor. This was a -- a petition which she brought an order
11 shortening time. What's really going on here is these
12 attorneys are trying to get paid and get some kind of decision
13 out of you before the arbitration or the -- the settlement
14 judge with Judge Becker. That's what's really going on here.

15 And Mr. Barney couldn't get his motion on a petition
16 on for fees in a timely fashion and his is -- is set for after
17 the hearing.

18 But let's talk about the facts, Your Honor. If you
19 recall what had happened is --

20 THE COURT: So today we have a petition to confirm.

21 MR. PAYNE: Correct. But let me -- I'm going to --
22 I'm going to address that point. May I approach? Can your
23 Bailiff --

24 THE COURT: What are you showing me?

1 MR. KIRSCHNER: Your Honor, is this one of the
2 documents that's in the petition? Because that was --
3 MR. PAYNE: This is your --
4 MR. KIRSCHNER: -- exactly what I was saying.
5 MR. PAYNE: -- nomination. This is the -- the
6 document.
7 THE MARSHAL: This was marked up.
8 MR. PAYNE: That one.
9 THE MARSHAL: The --
10 MR. PAYNE: Please. This is --
11 THE MARSHAL: Have you seen it?
12 MR. BARNEY: I haven't seen it, no.
13 MR. PAYNE: Barney's firm prepared it, Your Honor.
14 MR. BARNEY: I just didn't know what he was handing
15 me, Your Honor.
16 MR. KIRSCHNER: Yes, Your Honor.
17 MR. PAYNE: If you recall, Nancy Christiansen passed
18 on December 14th. She died in December 14th. Monte after she
19 dies magically goes out and tries to anoint -- nominate Ms.
20 Utkin. When Nancy died, this modification of designation of
21 trustee and successor trustee that Mr. Barney filed --
22 prepared for his client is the equivalent of exercising a
23 power of appointment or an agency of relationship. Nancy
24 Christiansen hereby certifies and designates and declares as

1 follows: Number one, that she was the trustor of the trust.
2 Pursuant to Section 9.3, the trustor has the power to change
3 the trust. Okay. Power. It's an exclusive power to Nancy.
4 Under agency relationship, Your Honor, which we mentioned in
5 our brief, didn't cite it, and I spent some time looking at
6 what agency law applies under the state of Nevada, restate --
7 restatement of agency, second, the death of the principal.

8 MR. KIRSCHNER: Your Honor --

9 MR. PAYNE: The death of the principal --

10 MR. KIRSCHNER: -- I would object in the fact that
11 we're bringing up new arguments at the hearing --

12 MR. PAYNE: It's not a new argument.

13 MR. KIRSCHNER: -- (indiscernible*2:19:29).

14 MR. PAYNE: It's not a new argument.

15 THE COURT: You can proceed.

16 MR. PAYNE: Death of principal. The death of the
17 principal terminates the authority of the agent without notice
18 to him except as stated in subsection 2 and 3. And that has
19 to do with negotiating checks. The Nevada case law that I
20 indicate seems to me that the restatement of agency and any
21 agency law, whether it be a power of appointment or a formal
22 agency relationship, the death of the grantor terminates the
23 power. In other words, Monte after his mother dies goes out
24 to try and exercise his power. Well, he couldn't and there's

1 reasons why he couldn't. It makes sense why his agency has
2 lapsed as terminate is no good, because that's maybe not what
3 Nancy wanted.

4 Maybe Nancy fired him and we don't even know this.
5 Maybe Nancy -- Nancy got upset at Monte and before she died
6 she said you know what, you're no good, I'm tearing that thing
7 up. We're never going to know that because all of that
8 correspondence is in the hands of those gentleman sitting on
9 over the table.

10 She couldn't do it because she died. If she would
11 have nominated you, it could have been a different deal. Or
12 if this document would have said hey, in the event that Monte
13 dies, I nominate somebody else. Well, they attempted to do
14 that and it was Wells Fargo and Wells Fargo wants nothing to
15 do with that. So this agency law 101. When Nancy died,
16 Monte's power died. His agency was terminated. Black letter
17 law. So her attempt to do this -- his attempt to do this,
18 nominate somebody else after the fact, is void.

19 Now we showed to Your Honor mostly in our opposition
20 that all of the beneficiaries in these -- in this entire trust
21 are really sitting on this side of the table. My three
22 clients, the trustees, are the main beneficiaries of the rest
23 residue and remainder and they're 98 percent, 95, whatever
24 minus 17 percent is -- is the beneficiary of the Dancing

1 Vines. These beneficiaries have the right to nominate an --
2 another trustee, notwithstanding the right that they were the
3 original trustees because Your Honor said and went back and
4 looked at your original order.

5 You didn't say that they weren't trustees. You
6 basically like you said at the beginning of this hearing we're
7 going to -- we're going to fight that day at another -- at
8 another time.

9 So what's gone on here is an attempt to pay these
10 attorneys. After Nancy dies, they rush out and get the aunt
11 who has nothing to do with this. And by the way, Your Honor,
12 she had submitted an affidavit in this proceedings. She is so
13 poisonous to these proceedings. She said things about these
14 -- these children that would -- that are so far beyond being
15 somewhat neutral or conflicted. It's absurd.

16 And for Counsel to continue to say that he needs an
17 accounting is -- is disingenuous. They don't want an
18 accounting. It's their money. It's going to go to them.
19 They're going to waive the right to an accounting. So why
20 would they spend all the time and money to do another
21 accounting so that -- that Mrs. Utkin, who shouldn't be here
22 to begin with, can review all these documentations? It just
23 -- it makes no sense. This thing defies sense.

24 You asked some really good questions at the last

1 hearing. What are we doing? Why are we doing this? This
2 thing needs to be distributed, administered and distributed.
3 And I said to you the last time we were here although we
4 weren't prepared for all of these arguments was I agree with
5 Your Honor. There is no reason to go forward with this thing
6 and your comment at the beginning of the hearing is well, I'm
7 just paying more attorney's fees is -- is dead on.

8 Now Mr. Reason has also applied for attorney's fees
9 to the degree that he now wants to be paid some \$27,000. And
10 I'm not sure if that's on before today or Your Honor.

11 MR. POWELL: Mr. Reason did not apply for fees.

12 MR. PAYNE: I'm sorry.

13 MR. KIEFER: On -- on a freezing account.

14 THE COURT: But his --

15 MR. KIEFER: You don't need to apply for fees.

16 THE COURT: His -- his attorney did. And Your Honor
17 asked a very interesting question. This is -- this is from
18 the transcript on -- on January 17th, 2018.

19 THE COURT: I wish it as 27. Isn't it more?

20 MR. KIEFER: Correct.

21 MR. PAYNE: 2018.

22 THE COURT: How much is it, 37?

23 MR. KIEFER: I believe it's 39, Your Honor. And
24 it's an administrative expense. We're not asking for the

1 Court's approval. We're asking the Court to unfreeze the
2 account. This is common contract law. It has nothing to do
3 with Brunzell or any award of attorney's fees. We're not
4 asking Your Honor to award attorney's fees because quite
5 frankly that's not how trusts work. Administrative fees are
6 paid independently of any court intervention. That's the
7 whole point of a trust. That's why you have a trust is so --

8 THE COURT: So why -- so why do I have jurisdiction
9 if it's that clear?

10 MR. KIEFER: Because you froze the account.

11 MR. POWELL: You froze the account.

12 MR. KIEFER: That's all we're asking is that you
13 want to freeze --

14 THE COURT: By why --

15 MR. KIEFER: -- the account.

16 THE COURT: -- why did I take a -- a jurisdiction of
17 a trust?

18 MR. KIEFER: You -- you took jurisdiction --

19 THE COURT: You know, it's kind of like when I
20 accept some responsibility I -- I accepted some
21 responsibility.

22 MR. KIEFER: And I understand that, but just because
23 you took jurisdiction of the trust doesn't mean that you can
24 alter the contract between the parties. And the contract

1 between the parties provides that administrative expenses can
2 be paid by the trustee out of the trust purpose.

3 THE COURT: But the person who hired you was Mr.
4 Reason and --

5 MR. KIEFER: Correct.

6 THE COURT: -- and that -- whether he is a trustee
7 properly under the trust is what we're still trying to decide.

8 MR. KIEFER: And yet, the new trustee has said that
9 he's analyze the --

10 THE COURT: And the new --

11 MR. KIEFER: -- claims for fees.

12 THE COURT: -- trustee was for it -- appointed by
13 Mr. Reason. We have never confirmed Mr. Reason to be properly
14 under the trust. Isn't that what we're going to go to --

15 MR. KIEFER: Mr. Reason was a --

16 THE COURT: -- a trial on or a settlement?

17 MR. KIEFER: Let -- let me clarify, okay? Because
18 -- because Mr. Payne has done a wonderful job of bringing up
19 some real big smoke -- smoke and mirrors. You go off what the
20 document says, period. The law presumes that as long as it's
21 conducted properly -- as -- as long as --

22 THE COURT: And it says that she has the power to
23 appoint anybody.

24 MR. KIEFER: He has to overcome that before

1 anything --

2 THE COURT: And --

3 MR. KIEFER: -- in the trust changes

4 THE COURT: -- anybody they appointed with Mr.

5 Reason but the -- the question was the whole trust was decided

6 to limit Mr. Reason's authority --

7 MR. KIEFER: I --

8 THE COURT: That's what the -- that's what a fair

9 reading of the trust says.

10 MR. POWELL: No, Your Honor. I have to disagree

11 with you.

12 THE COURT: Well, I --

13 MR. POWELL: Please show me where that exists. Mr.

14 Payne -- Mr. Payne has said --

15 THE COURT: And then --

16 MR. POWELL: -- that somehow --

17 THE COURT: -- based upon that, she appointed reason

18 as the trustee and that's the issue that's before the Court to

19 determine whether he was properly appointed.

20 MR. KIEFER: And let me ask this question, Your

21 Honor. Has the document that appointed my client as trustee,

22 has it been invalidated?

23 THE COURT: No, it's still valid.

24 MR. KIEFER: then the presumption --

1 THE COURT: The language --
2 MR. KIEFER: -- is on them --
3 THE COURT: -- is clear.
4 MR. KIEFER: -- that we get paid.
5 THE COURT: The language is clear in the document
6 that --
7 MR. KIEFER: Yes.
8 THE COURT: -- she has the authority to do this.
9 MR. KIEFER: So the law presumes --
10 THE COURT: And it was confirmed I think by an
11 opinion by another attorney.
12 MR. PAYNE: No, actually, the contrary, Your Honor.
13 It -- it was --
14 MR. BARNEY: You're --
15 MR. PAYNE: It --
16 MR. BARNEY: You're correct, Your Honor.
17 MR. PAYNE: No, you're --
18 MR. BARNEY: It -- it was --
19 MR. POWELL: Yes.
20 MR. BARNEY: It -- it was confirmed by another
21 attorney. And our position is this, because --
22 MR. PAYNE: And -- and who is that attorney,
23 Counselor?
24 MR. BARNEY: It was Sean Tanko.

1 MR. PAYNE: No.

2 MR. BARNEY: In the --

3 MR. PAYNE: No. No. No.

4 MR. BARNEY: In the certification.

5 THE COURT: It was Tanko.

6 MR. BARNEY: Under the law. And -- and under
7 statutory law. Your Honor, I -- I want to speak to just a few
8 of these things. I -- I'm very --

9 THE COURT: Well, we're -- we're all over the place.

10 MR. BARNEY: I -- I know. I know. And -- and
11 that's part of the problem.

12 THE COURT: Becuase we're -- we're talking about the
13 trust.

14 MR. BARNEY: I --

15 THE COURT: We're talk -- and nothing --

16 MR. BARNEY: And that's

17 THE COURT: -- before me today is some attorney fees
18 and the appointment of confirm confirmation of Jacqueline as
19 the trustee.

20 MR. PAYNE: And counter petition to reinstate.

21 MR. BARNEY: Your Honor, one of the things that we
22 need to look at and -- and I -- you know, I -- Your Honor, I
23 -- I've taught -- I've taught on this for, you know, 14 years
24 before the Bar. And I've -- I've looked at -- I looked at

1 these issues. I'm -- I'm a little bit disappointed in Mr.
2 Payne in -- in putting forth the theories that he's putting
3 forward. First off, the idea that this agency arrangement
4 supercedes the terms of the trust, there just is no case law
5 for that. It doesn't exist. And the reason there's no case
6 law is because it is completely an invalid theory as it
7 relates to -- to trust issues.

8 The -- the state of Nevada has adopted the theory of
9 trust under a contractual theory. Contract is what actually
10 calls out the different provisions and it doesn't deal in any
11 degree with agency when the contract specifically as Your
12 Honor has addressed already specifies the actual parties that
13 have those rights. And you are absolutely right. She had the
14 right to appoint. There is no doubt about it.

15 His idea of a power of appointment, that's not --
16 that's not correct. That's not what a power of appointment in
17 terms of this trust is. That's a modification. A power of
18 appointment deals with a beneficial interest where a party
19 upon their death or during life is able to take a property
20 over which they have a power and appoint that to another
21 beneficiary.

22 It isn't -- it isn't the converse. It isn't giving
23 the right to make an administrative change with the trustee.
24 Administrative changes can happen in revocable and irrevocable

1 trust. But that isn't a power of appointment and that
2 demonstrates a real decrement or either a -- a complete
3 falsehood to the Court to call that a power of appointment.

4 Now Nancy was a beneficiary of this trust. The idea
5 that he set forth with the idea, well, all the beneficiaries
6 sit on my side. Let's remember that this trust was first and
7 foremost for Nancy. Nancy had the ability. Remember, the
8 trust doesn't change the character of the house. The Dancing
9 Vine --

10 THE COURT: Just briefly -- we're -- we're trying to
11 decide the whole case in -- in one hearing and we're not. All
12 I have before me is the petition.

13 MR. BARNEY: Exactly. But this goes to -- to the
14 literal petition. In other words, the contact law that is in
15 place gives the right and third parties to rely upon the
16 appointments that are made. We are a third party in that.
17 Okay. Whether -- whether Monte Reason or whether Mr.
18 Kirschner's client or whether Cary Payne's clients are -- are
19 attempting, it doesn't matter. We did the work and whether
20 they are a trustee named under the trust or a defacto trustee
21 acting under the --

22 MR. PAYNE: Your Honor --

23 MR. BARNEY: -- color of the trust --

24 MR. PAYNE: -- he wants to argue his attorney's

1 fees.

2 MR. BARNEY: No. No.

3 MR. PAYNE: That's exactly what --

4 MR. BARNEY: This --

5 MR. PAYNE: -- you're arguing.

6 MR. BARNEY: The -- the third party has a right to
7 rely on that. They have made the same arguments. The -- the
8 third parties, the Court even has the ability to look at the
9 contract, to rely upon who has been designated. Those have
10 all properly been designated pursuant to the terms of the
11 trust.

12 I would actually ask the Court to actually look at
13 the document that Mr. Cary sets forth and look at it very
14 closely to say guess what, this does follow the terms of the
15 trust as they're outlined. And in that regard, there really
16 isn't much of an argument, frankly. When I look at this, this
17 frankly isn't a case I would even teach on. It's -- it's a
18 case where a party comes, they ask for confirmation.
19 Confirmation is almost just a byproduct of did it follow the
20 trust, okay, then we confirm. And then at that point the
21 decisions as the trust sets forth in 11.1 are conclusive.

22 And, Your Honor, you're right. The question you
23 asked was why -- what I asked to be -- to be confirmed, you
24 know, or to take confirmation over this trust. That's --

1 that's an excellent question. And it's answered this way. In
2 Nevada, in order to bless any of the accountings like, for
3 instance, when you ordered an accounting, that actually
4 presupposes that you've already taken jurisdiction and
5 confirmed the trustee because 164, and I helped work on the
6 statute, under 160 -- 4.010, we changed the statute from an in
7 rem or over the property to an in rem and an in persona. So
8 in other words, do I take in rem just over the trust or do I
9 take it over the trustee.

10 We have designed the statute now so that it
11 presupposes a request for No. accounting which I understand
12 this Court has made, but the presupposition is that someone
13 was confirmed in order for you to make that request. And
14 that's where we have a situation where when I come in and I
15 hear this new argument, which I'm kind of frankly
16 flabbergasted at, the idea of you order already suggest that
17 there's been a confirmation that's taking place. And if that
18 hasn't, then something needs to -- to entail.

19 I would actually agree with Mr. Payne. If the
20 Court has not actually appointed the trustees, then a
21 requirement for an accounting is probably premature. But I
22 don't think it is in this case. I think the fact is -- is we
23 have certificates of incumbency that that have been filed
24 contractually and that is really the way that we get to your

1 order of the accounting is that presupposes this has already
2 been done correctly and the people have included in their
3 positions and then they've acted in accordance with your
4 directives which you've given.

5 So I'm really surprised that he is trying to say
6 well, we've got to back all the way back up. We can't. We
7 can't unroll the -- the dice that we've rolled out. Your
8 order presupposes this has all already been approved.

9 MR. PAYNE: Your Honor, I didn't interrupt him. He
10 interrupted me, for the record.

11 THE COURT: Okay.

12 MR. PAYNE: Let -- let me -- let me read something
13 for Your Honor. And Your Honor, I -- I don't think Mr. Barney
14 is -- is paying any attention to the Court's previous order
15 because you did confirm this trust. So I don't know what he's
16 talking about.

17 The trust says this at 9.3. After the death of the
18 trust, first trustor to die, the surviving trustor shall have
19 the power to change the trustee or successor trustees of the
20 trust by instrument in writing signed by the surviving trustor
21 and delivered to the trustee.

22 Now when that first came up, we took the position
23 that because David Grant, the attorney that prepared this --
24 this document, was prepared to testify, that was not supposed

1 to be included in that. This is an unusual trust in that --
2 THE COURT: That's the whole issue in -- in front of
3 the settlement --
4 MR. PAYNE: Okay.
5 THE COURT: -- judge.
6 MR. PAYNE: Now -- no, no, no. But it -- it's also
7 in front of you right now, because if you listen to what Mr.
8 Barney says, he says that you have to follow that language.
9 Upon the death of the first trustor which was -- which was Mr.
10 Christiansen, the surviving trustor which is -- which is Nancy
11 shall have the power to change the trustee. She's dead. She
12 didn't do it. That's my whole --
13 THE COURT: She did do it.
14 MR. BARNEY: She did do it.
15 MR. PAYNE: No, she -- Your Honor --
16 THE COURT: No, that's why --
17 MR. PAYNE: Good grief.
18 THE COURT: -- Monte Reason got into --
19 MR. PAYNE: Okay.
20 THE COURT: -- the case.
21 MR. PAYNE: Monte Reason got in --
22 THE COURT: As the --
23 MR. PAYNE: -- but --
24 THE COURT: -- trustee.

1 MR. PAYNE: -- he can't appoint Ms. Utkin.
2 That's --
3 MR. BARNEY: No.
4 MR. PAYNE: -- what's on here --
5 MR. BARNEY: No.
6 MR. PAYNE: -- today, Your Honor.
7 MR. BARNEY: No.
8 MR. PAYNE: under an agency relationship, because --
9 and it makes sense. The reason why that power died upon her
10 death was because it's possible that Nancy didn't want her or
11 that she fired Monte in the interim. So the -- the
12 restatement of the law is -- makes sense as to why your power
13 and authority terminates when the principal dies.
14 If Barney's document would have been smart enough
15 and creative enough to anticipate this, we would have a
16 different deal, but it didn't. So looking at the expressed
17 terms of the trust, her power to do that which -- which we
18 asserted she didn't have the right to do, evaporated when she
19 died.
20 THE COURT: No, I don't need anymore.
21 MR. KIRSCHNER: I -- and just -- can I get one small
22 thing because there's -- there's a point --
23 THE COURT: No, I --
24 MR. KIRSCHNER: -- that I --

1 THE COURT: -- I want to make a decision. Number
2 one, there is the question of the -- the trust is clear. The
3 language is clear, but they're saying that for some reason
4 Monte Reason was not properly appointed as trustee, should
5 never have been appointed, anyone but Monte Reason should have
6 been appointed. But he has been appointed on the trust and
7 the trust is clear.

8 But that -- for the record, I want to make it very
9 clear. That is the whole issue whether Monte Reason should
10 have been appointed as the trustee under any arguments that
11 are going to present as to why Monte Reason should not have
12 been included in the language is incorrect and there was a
13 mistake made. That is the issue that the settlement judge is
14 going to address.

15 But until then, Monte Reason is the trustee and he
16 does have the right to appoint a successor trustee and he did
17 appoint a successor trustee and I'm going to confirm that
18 until we go back and -- we're basically saying that the ball
19 should have never been thrown to first base. And now is going
20 to be thrown to first base and it's going to go to second
21 base. Whether the first throw was correct or not, that's
22 still up for litigation.

23 Now I don't want anything that I say here today to
24 be taken to say that the case is over with. It's not over

1 with. Whether Monte Reason should ever have been appointed
2 trustee is the issue that they want to litigate, but they have
3 to come up with some reason and some argument because the
4 trust language when -- unfortunately or fortunately is clear
5 that -- that the -- Nancy had the authority to do this.

6 MR. KIRSCHNER: And Your Honor, for purposes of
7 embodying in the order --

8 THE COURT: But I'm -- I'm not going forward today.
9 I'm not going to make a decision on the attorney's fees until
10 we get a decision from the settlement judge or a final
11 decision as to Monte -- whether Monte Reason was the trustee
12 properly.

13 MR. BARNEY: Well, Your Honor, all -- all we're at
14 -- I -- I think all Mr. Kirschner is asking for is what you've
15 already said, that you're confirming her as the trustee of the
16 trust.

17 THE COURT: I did. That's --

18 MR. BARNEY: Okay.

19 MR. KIRSCHNER: And -- and to be able to put into
20 the order Your Honor it's also this Court's findings that the
21 -- the terms of the trust are not ambiguous, is that correct?

22 THE COURT: No, I think everyone agrees that they're
23 clear, but there may have been a word not missing.

24 MR. KIEFER: So is parole evidence of Nancy's intent

1 is now excluded, correct? Because there's no ambiguity to
2 which --

3 THE COURT: I'm not excluding it --

4 MR. KIEFER: Okay.

5 THE COURT: -- because I'm not hearing the case
6 right now. That's going to be the settlement judge and you --
7 or whoever hears the case to make a decision whether there's
8 going to be testimony from the writer of the trustee that he
9 -- he left out a word not.

10 MR. KIEFER: And -- and I understand that, Your
11 Honor, but those two rulings are conflicting because if you
12 say that there's no ambiguity in the trust, then there can be
13 no parole evidence of Nancy's intent that goes beyond the four
14 corners of the trust.

15 THE COURT: That's --

16 MR. KIEFER: That is the law.

17 THE COURT: The four corners are clear. I agree.

18 MR. BARNEY: And that's all we need.

19 MR. KIRSCHNER: Okay. Thank you, Your Honor.

20 MR. BARNEY: That's all we needed.

21 MR. PAYNE: Well, wait a minute, Your Honor. And
22 see, now they think they have some tactical advantage. What
23 you're -- what you're saying is is there's not been a decision
24 as to the intent. Everybody can read the language and the

1 language says what it says, but did they intend is the
2 question.

3 THE COURT: But the language is clear by whether
4 there was -- I don't know whether intent can come in or not
5 because I -- I --

6 MR. PAYNE: Usually under a trust -- on a trust
7 interpretation intent is critical.

8 MR. KIRSCHNER: Your Honor, we can brief that issue
9 for the Court.

10 THE COURT: Well, I'm not sure I'm going to be the
11 one hearing the case. First, it's going to be a settlement
12 judge and -- and then if you guys cannot settle.

13 MR. BARNEY: He -- he's already made his ruling.
14 The -- the language is clear.

15 MR. KIRSCHNER: Okay. That's -- thank you, Your
16 Honor.

17 MR. POWELL: Your Honor, if I may --

18 THE COURT: I don't think there's any disagreement
19 that --

20 MR. KIRSCHNER: No.

21 THE COURT: -- language is clear. I don't even
22 think there's a disagreement on your side, but you're saying
23 that the language is clear but that's not what they meant.

24 MR. PAYNE: Right. And so what -- what the attorney

1 that prepared the document, if he was allowed to testify, he
2 would tell you that that was error on his side.

3 THE COURT: Well, whether he's allowed to testify,
4 whether you would be able to present that kind of evidence, I
5 guess that's going to be a -- a --

6 MR. PAYNE: Up to the --

7 THE COURT: -- very key question.

8 MR. PAYNE: Up to the settlement Judge.

9 MR. POWELL: Your Honor, are -- are the law firms
10 that are -- have their fee petitions, are we taking part in
11 that settlement conference?

12 MR. BARNEY: We would like to, because obviously we
13 have a stake in --

14 MR. PAYNE: Your Honor, they don't have standing. I
15 -- I mean, this --

16 MR. BARNEY: We absolutely do --

17 MR. PAYNE: -- this --

18 MR. BARNEY: -- have standing.

19 MR. PAYNE: -- thing has gone so far awry. You
20 know, it --

21 MR. POWELL: If there's going to be a global
22 settlement, we would like to be involved in that global
23 settlement.

24 MR. PAYNE: If they want to --

1 MR. BARNEY: Exactly.

2 MR. PAYNE: -- sit outside the room, that's fine,
3 but they're not parties to these proceedings.

4 MR. BARNEY: Your Honor, we --

5 MR. POWELL: Your Honor --

6 THE COURT: Wait. Wait.

7 MR. POWELL: -- as a creditor we have standing
8 and --

9 THE COURT: Number one, you're -- you're not going
10 to be parties to the -- you -- you -- the settlement judge is
11 going to have to make a decision. If Mr. Reason was a proper
12 trustee, then your fees are probably going to be paid because
13 he had the authority to hire you. And even if he wasn't, you
14 still probably have --

15 MR. BARNEY: We have --

16 THE COURT: -- a claim.

17 MR. BARNEY: -- defacto trustee. Exactly.

18 MR. KIRSCHNER: Your Honor, the other thing is this
19 Court's order is still enforcing the fact regarding from
20 January 17th. The --

21 THE COURT: The discovery issues? Yeah, they --

22 MR. KIRSCHNER: Well --

23 THE COURT: -- still have to provide you an
24 accounting and he says he's got a couple more days to do it.

1 MR. KIRSCHNER: The 45 day expiration after that
2 court hearing date was Jan -- was March 5th. So we're
3 currently 10 days beyond that. If -- if we actually do --
4 even if we don't include the original day, it's March 5th. So
5 we're 45 days beyond it. We have -- we don't have that
6 information. We also don't have the information on the
7 accounting.

8 And while we're in court today, can I get the EIN
9 handed over for this trust so that my client can actually act
10 as a trustee?

11 THE COURT: That'll be part of the order that he --

12 MR. PAYNE: No. Well, Your Honor, wait. Wait. Let
13 -- let me hear about that. Let -- let me be heard on that.

14 THE COURT: Okay.

15 MR. PAYNE: Okay. I did quite a bit of research on
16 this issue. All right. They have to get their own EIN number
17 and the reason why is if you ever filled out an SS4, it has my
18 client's social security information. It's information that
19 they provided to the IRS. That is information that eventually
20 if -- is not properly accounted for or reported for that they
21 --

22 THE COURT: So anytime there's a new trustee --

23 MR. PAYNE: Yes.

24 MR. BARNEY: No. No.

1 THE COURT: -- you have to get a --
2 MR. BARNEY: No.
3 MR. PAYNE: Yes.
4 MR. POWELL: No.
5 MR. PAYNE: Well, Your Honor --
6 MR. POWELL: No.
7 MR. PAYNE: I -- I spent --
8 MR. BARNEY: I -- I have a post --
9 MR. PAYNE: -- two hour -- Your Honor --
10 MR. BARNEY: I have a post doctorate in tax, so I'm
11 going to speak to this. I have --
12 MR. PAYNE: Your Honor --
13 MR. BARNEY: -- a post doctorate --
14 MR. PAYNE: No. Listen.
15 MR. BARNEY: -- and I know --
16 MR. PAYNE: You --
17 MR. BARNEY: -- what I'm talking about.
18 THE MARSHAL: Counsel.
19 THE COURT: Wait. Wait.
20 THE MARSHAL: Counsel, that's enough.
21 THE COURT: Let him finish. Let him finish.
22 MR. PAYNE: Your Honor, he is not a party to these
23 proceedings.
24 THE COURT: No, but it -- it doesn't make sense to

1 me that every time a new trustee comes in you have to get a
2 new number.

3 MR. BARNEY: You don't.

4 MR. PAYNE: You should. It's best practices.

5 THE COURT: Okay. Well --

6 MR. PAYNE: Okay.

7 THE COURT: But what's the practice in Clark County?

8 MR. PAYNE: I don't think there is any per se
9 practice.

10 THE COURT: This is not the first trust ever created
11 in --

12 MR. PAYNE: Right.

13 THE COURT: -- Clark County.

14 MR. PAYNE: And I understand that. But again, my
15 client -- what is preventing them from getting their own EIN
16 number? Nothing. Nothing, Your Honor. But --

17 THE COURT: What harm is your client's suffering --

18 MR. PAYNE: It's --

19 THE COURT: -- by giving them the number?

20 MR. PAYNE: Because it has their private --

21 MR. BARNEY: No.

22 MR. PAYNE: -- social security information --

23 MR. BARNEY: It -- it does not --

24 MR. PAYNE: -- related --

1 MR. BARNEY: -- Your Honor.
2 MR. PAYNE: -- to the SS4.
3 MR. BARNEY: I -- the SS4 is not what he's asking
4 for. An SS4 is something that is filed with the IRS that sets
5 forth the request and then the request --
6 THE COURT: If you get --
7 MR. BARNEY: -- storage number.
8 THE COURT: -- the EIN number --
9 MR. KIRSCHNER: The EIN number is --
10 MR. BARNEY: The EIN number --
11 THE COURT: Then you change it.
12 MR. KIRSCHNER: -- only to the trust.
13 MR. BARNEY: And it's on a piece of paper.
14 THE COURT: If I request you go change it after you
15 get it, can you do that? 3
16 MR. BARNEY: It causes problems with the IRS.
17 MR. KIRSCHNER: And the problem is --
18 MR. BARNEY: It causes tax --
19 MR. KIRSCHNER: -- if there's --
20 MR. BARNEY: -- problems.
21 MR. KIRSCHNER: -- any -- going --
22 MR. PAYNE: No.
23 MR. KIRSCHNER: -- to be any taxes --
24 MR. PAYNE: Come on.

1 MR. KIRSCHNER: -- filed, I need to -- I want to
2 have consistent EIN for this, Your Honor --
3 THE COURT: Okay.
4 MR. PAYNE: They're not going to be --
5 MR. KIRSCHNER: -- so that we have --
6 MR. PAYNE: -- filing tax returns, Your Honor.
7 That's not their job. That's not what the beneficiary
8 wants --
9 THE COURT: Okay.
10 MR. PAYNE: -- okay? This trust should be
11 administered, it's done, it's over.
12 MR. BARNEY: It -- it is the --
13 MR. PAYNE: Yet, they keep --
14 MR. BARNEY: -- prominence of --
15 MR. PAYNE: -- dragging this out.
16 THE COURT: The EIN --
17 MR. BARNEY: -- every trustee to file --
18 THE COURT: -- number will be provided within the
19 next seven days.
20 MR. BARNEY: Thank you.
21 MR. PAYNE: Your Honor, may I just read this to you?
22 This is the -- the U.S. master --
23 THE COURT: You can make your record briefly. Go
24 ahead.

1 MR. PAYNE: U.S. mass tax -- ma -- any person re --
2 re -- needing any EIN number is required to file an
3 application on a form SS4. I mean, there's -- right -- right
4 on point. Your Honor, let me -- let me make one other final
5 concluding remark. Your Honor, I have never been involved in
6 liti -- litigation that I'm accused at every angle as being
7 either a liar or -- or misrepresenting something to -- to --
8 in these proceedings. Counsel stands before you and says to
9 Your Honor that I haven't given him the information on the
10 blocked account. That's absurd.

11 He turned me into the State Bar. I was contacted by
12 the State Bar. They opened up a formal investigation. I had
13 to spend eight hours getting all the copies of this stuff,
14 resent them the copies from my trust account. We sent them
15 copies of the notice of blocked account originally that Your
16 Honor had use setup at -- at U.S. Bank.

17 At the last hearing on -- on January 17th, 2018, you
18 ordered me to turn it over to -- to a separate blocked
19 account. I wrote the check out to Chase. My client picked up
20 the -- the check, took it directly to the brank -- bank --
21 bank branch manager, delivered it. I gave them copies of the
22 receipts. I gave them copies of the cancelled check. I gave
23 them copies of the bank statements showing that it was
24 blocked. And yet, they still turned me into the State Bar.

1 Counsel over here calls me a liar every single
2 possible chance he can in his plead -- these pleadings.

3 MR. BARNEY: Is he talking to me or who is referring
4 to?

5 MR. PAYNE: I'm -- I'm referring to Mr. Powell in
6 his pleadings. He called me a liar three times. I've got
7 this guy turning me into the State Bar. I've got this guy
8 telling me that he's smarter than you. Your Honor, this kind
9 of conduct is -- is absurd. This is costing this fort -- this
10 -- this trust a fortune. \$65,000 in Barney's fees and another
11 \$30,000 in -- in Mr. Powell's fees for a trust that has -- has
12 got \$400,000 cash, it's crazy, Your Honor. It's absolutely
13 crazy. This has got to stop.

14 MR. KIRSCHNER: Nothing further, Your Honor. I'll
15 -- I'll just let it go.

16 MR. PAYNE: Your Honor --

17 THE COURT: Well, my --

18 MR. PAYNE: -- will that --

19 THE COURT: -- prior orders still remains in effect
20 regarding the blocked trust account.

21 MR. PAYNE: Well, I understand that. And I did
22 everything I could to get that turned over. The State Bar has
23 looked at this. I talked --

24 THE COURT: Okay.

1 MR. PAYNE: -- to Counsel about it. They -- they do
2 not intend to go forward with that and they want that thing
3 dismissed. But I'm just telling you what I'm dealing with.

4 One final point, Your Honor. You ordered them to
5 turn over the keys to the house. Mr. Powell an -- the realtor
6 will not release -- the -- the realtor according to my client
7 will not take down the listing on the house because she's not
8 hearing anything from Monte about that listing agreement and
9 their attorney.

10 These people need to turn over the keys to the
11 house --

12 MR. KIRSCHNER: That is not true.

13 MR. PAYNE: And get that house off the market. Your
14 Honor wanted these people back in that house.

15 MR. KIRSCHNER: Your Honor, flat out, that is not in
16 the last order.

17 THE COURT: Well --

18 MR. KIRSCHNER: And -- and I'm -- I'm --

19 THE COURT: -- number one, that's not before me
20 today.

21 MR. KIRSCHNER: Exactly.

22 THE COURT: So I'm not --

23 MR. PAYNE: I know, but, Your Honor, it was -- it
24 was in this --

1 MR. KIRSCHNER: Then file a motion.
2 THE COURT: Well, if it was there, it was there.
3 MR. PAYNE: Your Honor, you said it. You said turn
4 over the keys.
5 THE COURT: Well, file a --
6 MR. PAYNE: I don't want --
7 THE COURT: -- file a --
8 MR. PAYNE: -- an empty house.
9 THE COURT: -- motion. Okay. And if it's there,
10 file a motion to -- for an order to show cause.
11 MR. PAYNE: Your Honor --
12 THE MARSHAL: Thank you, guys.
13 MR. PAYNE: -- just want you to know --
14 MR. BARNEY: Thank --
15 MR. PAYNE: -- that -- that --
16 MR. BARNEY: Thank you, Your Honor.
17 MR. PAYNE: -- the grant has ordered --
18 THE COURT: And if it was there, you better follow
19 it.
20 MR. BARNEY: Thank you.
21 MR. KIRSCHNER: Your Honor --
22 MR. PAYNE: Your Honor, granting these --
23 MR. KIRSCHNER: -- we're aware of these Court's --
24 MR. PAYNE: -- these orders --

1 MR. KIRSCHNER: -- prior orders and that was not it.
2 Thank you, Your Honor.
3 MR. PAYNE: Your Honor, on granting these things
4 on --
5 THE MARSHAL: Thank you, guys.
6 MR. PAYNE: -- an order shortening time I think is a
7 disservice to everybody. The --
8 THE COURT: I didn't --
9 MR. PAYNE: The --
10 THE COURT: -- grant attorney's fees.
11 MR. PAYNE: I know that, but the bas --
12 THE COURT: That was the only time on order
13 shortening time.
14 MR. PAYNE: The -- that was -- the -- if you read
15 his application submission to your Department was because I
16 didn't turn over the EIN number and number two I didn't
17 provide sufficient proof of the blocked account. What I'm
18 telling Your Honor is is that they are misrepresenting facts
19 to your court.
20 THE COURT: I've made no ruling on the trust
21 account.
22 MR. PAYNE: I know, but you granted the order
23 shortening time.
24 THE COURT: The EIN number, I did order them that

1 you provide that within seven days and I did grant the
2 petition to appoint the successor trustee.

3 THE MARSHAL: Thank you guys.

4 MR. PAYNE: That's --

5 MR. BARNEY: Thank you.

6 MR. PAYNE: -- all it's --

7 MR. KIRSCHNER: Thank you, Your Honor.

8 MR. PAYNE: -- going to say, Your Honor?

9 MR. POWELL: Thank you.

10 MR. PAYNE: And that's all the order --

11 THE COURT: You're going to --

12 MR. PAYNE: -- is going to say now?

13 THE COURT: -- submit an order and you're going to
14 review it.

15 MR. PAYNE: All right.

16 (TO OTHER MATTERS)

17 MR. PAYNE: Thank you.

18 THE MARSHAL: Thank you, Counsel.

19 THE CLERK: And --

20 THE COURT: Where is -- which --

21 THE CLERK: The trustee.

22 THE COURT: There is petition, the Monte Reason --

23 THE CLERK: The -- from the trustee --

24 THE COURT: And that was --

1 THE CLERK: Successor trustee. So --
2 THE COURT: No.
3 THE CLERK: -- you did confirm --
4 THE MARSHAL: What did you need?
5 THE COURT: I did confirm.
6 THE CLERK: So you confirmed the successor trustee?
7 THE COURT: Yeah.
8 THE CLERK: And that is --
9 THE COURT: Jacqueline.
10 THE CLERK: Jacqueline?
11 THE COURT: Utkin, U-t-k-i-n.
12 THE CLERK: As a successor trustee?
13 THE COURT: Right. And I also setup -- I -- I had
14 them -- the -- no one's decided whether the -- Monte Reason
15 was properly appointed as trustee, but he was appointed under
16 the trust. The language did give him language to -- to do
17 that.
18 THE CLERK: Okay.
19 THE COURT: That's the whole issue. They're saying
20 Monte Reason should never have been appointed because the
21 trustee -- the writer of the trust put -- forgot to put the
22 word not.
23 THE CLERK: Okay.
24 THE COURT: And the other thing I ordered was within

1 seven days there's --
2 THE CLERK: Okay.
3 THE COURT: -- a tax number --
4 THE CLERK: The EI --
5 THE COURT: -- they have to --
6 THE CLERK: The EIN number.
7 THE COURT: Yeah.
8 THE CLERK: Yeah, they have to provide that. So
9 just --
10 THE COURT: The trust -- the trust EIN number.
11 THE CLERK: Okay.
12 THE COURT: Those are those only two things I
13 decided.
14 THE CLERK: Okay. All right. Thank you.
15 THE MARSHAL: All right.
16 THE COURT: I know we're talking --
17 (PROCEEDINGS CONCLUDED AT 02:47:53)
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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