

**CASE No. P-17-092512-T**

www

Case Type: **Probate - Trust/Conservatorships**  
Date Filed: **07/31/2017**  
Location: **Department S**  
Cross-Reference Case Number: **P092512**  
Supreme Court No.: **75750**

## PARTY INFORMATION

Other	Christian, Nancy	Lead Attorneys Tiffany S. Barney <i>Retained</i> 702-438-7878(W)
Petitioner	Christian Payne, Susan	Cary C. Payne, ESQ <i>Retained</i> 702-383-9010(W)
Petitioner	Christian, Raymond	Cary C. Payne, ESQ <i>Retained</i> 702-383-9010(W)
Petitioner	Keach, Rosemary	Cary C. Payne, ESQ <i>Retained</i> 702-383-9010(W)
Trust	The Christian Family Trust u.a.d. 10/11/16	Cary C. Payne, ESQ <i>Retained</i> 702-383-9010(W)
Trustee	Utkin, Jacqueline	Jerimy L Kirschner <i>Retained</i> 702-563-4444(W)

## EVENTS & ORDERS OF THE COURT

	OTHER EVENTS AND HEARINGS
07/31/2017	<b>Petition to Assume Jurisdiction of Trust</b> <i>Petition to Assume Jurisdiction of Trust</i>
07/31/2017	<b>Initial Appearance Fee Disclosure</b> <i>Initial Appearance Fee Disclosure</i>
08/01/2017	<b>Notice of Hearing</b> <i>Notice of Hearing</i>
08/03/2017	<b>Certificate of Service</b> <i>Certificate of Service</i>
08/16/2017	<b>Notice of Taking Deposition</b> <i>Notice of Taking Deposition</i>
08/17/2017	<b>Receipt of Copy</b> <i>Receipt Of Copy</i>
08/17/2017	<b>Motion to Dismiss</b> <i>Notice of Motion and Motion to Dismiss NRCP 12(b)(1) and NRCP 12(b)(5)</i>
08/21/2017	<b>Notice</b> <i>Notice of Exercise of Right to Have Hearing Before Probate Court Judge</i>
08/22/2017	<b>Errata</b> <i>Errata to Notice of Motion and Motion to Dismiss Pursuant to NRCP 12(b)(1) and NRCP 12(b)(5)</i>
08/25/2017	<b>Petition - HM</b> (9:30 AM) (Magistrate Yamashita, Wesley) <i>Petition to Assume Jurisdiction of Trust</i> <a href="#">Parties Present</a>
	Result: Referred to Probate Judge
08/30/2017	<b>Order</b> <i>Order Scheduling Status Check</i>
08/31/2017	<b>Peremptory Challenge</b> <i>Notice of Peremptory Challenge of Judge</i>
09/01/2017	<b>Motion - HM</b> (9:30 AM) (Magistrate Yamashita, Wesley)

	<i>Motion to Dismiss Pursuant to NRCP 12(b)(1) and NRCP 12(b)(5)</i>
	Result: Off Calendar
09/01/2017	<b>Notice of Department Reassignment</b> <i>Notice of Department Reassignment</i>
09/15/2017	<b>Supplement</b> <i>Supplement and Addendum to Petition to Assume Jurisdiction of Trust; Confirm Trustees; Instructions, Etc.; Alternatively to Reform Trust Agreement</i>
09/15/2017	<b>Opposition to Motion to Dismiss</b> <i>Petitioner's Opposition to Motion to Dismiss</i>
09/26/2017	<b>Notice of Taking Deposition</b> <i>Notice of Taking Depositions</i>
09/28/2017	<b>Notice of Taking Deposition</b> <i>Notice of Taking Deposition</i>
10/04/2017	<b>Reply to Opposition</b> <i>Reply to Petitioner's Opposition to Motion to Dismiss</i>
10/13/2017	<b>Response</b> <i>Response to Petition to Assume Jurisdiction of Trust; confirm Trustees; instructions, Etc. And Joinder in Motion to Dismiss Pursuant to NRCP 12(b)(1) and NRCP 12(b)(5)</i>
10/16/2017	<b>Stipulation and Order</b> <i>Stipulation and Order</i>
10/16/2017	<b>Notice of Entry of Order</b> <i>Notice of Entry on Stipulation and Order</i>
10/19/2017	<b>Status Check</b> (2:00 PM) (Judicial Officer Ochoa, Vincent) <a href="#">Parties Present</a> <i>09/07/2017 Reset by Court to 10/11/2017</i> <i>10/11/2017 Reset by Court to 10/19/2017</i>
	Result: Under Advisement
10/25/2017	<b>Inventory</b> <i>Inventory, Record of Value</i>
10/25/2017	<b>Accounting</b> <i>Accounting</i>
10/31/2017	<b>Decision</b> <i>Decision</i>
10/31/2017	<b>Notice of Entry of Order</b> <i>Notice of Entry of Decision</i>
11/03/2017	<b>Petition</b> <i>Joint Petition for Review of Former Trustees Refusal to Provide Proper Accounting Pursuant to NRS 165.143</i>
11/03/2017	<b>Notice of Hearing</b> <i>Notice of Hearing</i>
11/13/2017	<b>Objection</b> <i>Joint Objection to Petition to Assume Jurisdiction of Trust; Confirm Trustees; Instructions, Etc. and Joint Counterpetition to Assume Jurisdiction in rem of the Trust, to Confirm Trustee, to find Breach of Fiduciary Duty, Conversion, and Fraud Against Former Trustees, to Invalidate all Transfers to the Former Trustees as the Product of Undue Influence, to Order the Immediate Delivery of all Trust Assets, and to Impose a Constructive Trust</i>
11/14/2017	<b>Notice</b> <i>Notice of Blocked Funds, Etc.</i>
11/14/2017	<b>Notice of Hearing</b> <i>Notice of Hearing</i>
11/17/2017	<b>Receipt of Copy</b> <i>Receipt Of Copy</i>
11/20/2017	<b>Notice</b> <i>Notice of Exercise of Right to Have Hearing Before Probate Court Judge</i>
12/04/2017	<b>Opposition to Motion</b> <i>Petitioner's Opposition to Motion forReview/Proper Accounting</i>
12/08/2017	<b>Petition - HM</b> (9:30 AM) (Magistrate Yamashita, Wesley) <i>Joint Petition for Review of Former Trustees Refusal to Provide Proper Accounting Pursuant to NRS 165.143</i> <a href="#">Parties Present</a>
	Result: Referred to Probate Judge
12/12/2017	<b>Notice of Hearing</b> <i>Notice of Hearing</i>
12/12/2017	<b>Motion</b> <i>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</i>
12/14/2017	<b>Opposition</b> <i>Petitioner's Opposition to Joint Counterpetition to Confirm/Breach of Fiduciary Duty, Etc., Request for Discovery</i>
12/14/2017	<b>Notice of Hearing</b> <i>Notice of Hearing</i>
12/15/2017	<b>CANCELED Petition - HM</b> (9:30 AM) (Magistrate Yamashita, Wesley) <i>Vacated</i> <i>Joint Objection to Petition to Assume Jurisdiction of Trust; Confirm Trustees; Instructions, Etc. and Joint Counterpetition to Assume Jurisdiction in rem of the Trust, to Confirm Trustee, to find Breach of Fiduciary Duty, Conversion, and Fraud Against Former Trustees, to Invalidate all Transfers to the Former Trustees as the Product of Undue Influence, to Order the Immediate Delivery of all Trust Assets, and to Impose a Constructive Trust</i>
12/15/2017	<b>Notice of Hearing</b> <i>Amended Notice of Hearing</i>
01/02/2018	<b>Affidavit of Publication</b> <i>Affidavit of Publication</i>
01/04/2018	<b>Notice</b> <i>Notice of Suggestion of Death</i>

01/04/2018 **Notice of Hearing**  
*NOTICE OF HEARING ON 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*

01/04/2018 **Certificate of Mailing**  
*Certificate of Mailing*

01/10/2018 **Notice of Lis Pendens**  
*Notice of Pendency of Action (Lis Pendens)*

01/10/2018 **Certificate of Service**  
*Certificate of Service*

01/11/2018 **Opposition**  
*Opposition to Motion for Compliance, Enforcement, Sanctions, Contempt, Etc.; Counterpetition for Distribution and Vacating All Pending Matters and Dismiss Trust Proceedings*

01/15/2018 **Notice of Substitution of Parties**  
*Notice Of Substitution Of Real Party In Interest*

01/16/2018 **Notice of Substitution of Parties**  
*Substitution of Real Party in Interest Pursuant to NRCP 17*

01/17/2018 **Petition** (2:00 PM) (Judicial Officer Ochoa, Vincent)  
*Joint Petition for Review of Former Trustees Refusal to Provide Proper Accounting*  
 01/11/2018 Reset by Court to 01/17/2018

Result: Matter Heard

01/17/2018 **Motion** (2:00 PM) (Judicial Officer Ochoa, Vincent)  
*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*  
 Result: Matter Heard

01/17/2018 **Opposition & Countertermotion** (2:00 PM) (Judicial Officer Ochoa, Vincent)  
*Joint Objection to Petition to Assume Jurisdiction of Trust; Confirm Trustees; Instructions, Etc. and Joint Counterpetition to Assume Jurisdiction in rem of the Trust, to Confirm Trustee, to find Breach of Fiduciary Duty, Conversion, and Fraud Against Former Trustees, to Invalidate all Transfers to the Former Trustees as the Product of Undue Influence, to Order the Immediate Delivery of all Trust Assets, and to Impose a Constructive Trust*  
 01/11/2018 Reset by Court to 01/17/2018

Result: Matter Heard

01/17/2018 **All Pending Motions** (2:00 PM) (Judicial Officer Ochoa, Vincent)  
[Parties Present](#)  
 Result: Matter Heard

01/26/2018 **Petition to Confirm**  
*Petition To Confirm Successor Trustee*

01/30/2018 **Notice of Intent**  
*Notice of Intent to Appear by Telephone*

01/31/2018 **Notice of Hearing**  
*Notice of Hearing*

02/01/2018 **Notice**  
*Notice of Scheduling Settlement Conference -NSSC*

02/05/2018 **Notice of Entry of Order**  
*Notice of Entry of Order*

02/05/2018 **Order**  
*Omnibus Order*

02/05/2018 **Notice**  
*Notice of Exercise of Right to Have Hearing Before Probate Court Judge*

02/06/2018 **Amended Notice of Entry of Order**  
*Amended Notice of Entry of Order*

02/08/2018 **Petition for Fees**  
*Petition for Fees and Costs*

02/08/2018 **Notice of Hearing**  
*Notice of Hearing*

02/23/2018 **Notice of Non Opposition**  
*Notice of Non-Opposition and Limited Joinder to the Petition for Fees and Costs for Anthony L Barney, LTD.*

02/23/2018 **Opposition and Countermotion**  
*Opposition to Petition to Confirm Successor Trustee; Counterpetition for Reinstatement of Co-Petitioners*

03/01/2018 **Order Shortening Time**  
*Order Shortening Time to Hear Petition to Confirm Successor Trustee*

03/01/2018 **Ex Parte Application**  
*Ex Parte Application for Order Shortening Time to Hear Petition to Confirm Successor Trustee*

03/08/2018 **Application**  
*Monte Reason's Application for Reimbursement of Administrative Expenses*

03/09/2018 **Opposition**  
*Petitioners Combined Opposition to (1) Barney Firm Petition for Fees, Etc. (2) Monte Reason's Application for Reimbursement*

03/12/2018 **Reply to Opposition**  
*Reply to Opposition to Petition to Confirm Successor Trustee; and Opposition to Counter-Petition for Reinstatement of Co-Petitioners*

03/13/2018 **Response**  
*Response to Opposition to Monte Reason's Application for Reimbursement of Administrative Expenses*

03/13/2018 **Reply**  
*Reply to Petitioner's Combined Opposition to 1) Barney Firm Petition for Fees, Etc., 2) Monte Reason's Application for Reimbursement*

03/15/2018 **Petition** (2:00 PM) (Judicial Officer Ochoa, Vincent)  
*Petition To Confirm Successor Trustee*  
 03/28/2018 Reset by Court to 03/15/2018

	Result: Granted
03/15/2018	<b>Opposition &amp; Counter-motion</b> (2:00 PM) (Judicial Officer Ochoa, Vincent) <i>Opposition to Petition to Confirm Successor Trustee; Counterpetition for Reinstatement of Co-Petitioners</i> <i>03/28/2018 Reset by Court to 03/15/2018</i>
	Result: Matter Heard
03/15/2018	<b>Motion</b> (2:00 PM) (Judicial Officer Ochoa, Vincent) <i>Monte Reason's Application for Reimbursement of Administrative Expenses on OST</i>
	Result: Matter Heard
03/15/2018	<b>All Pending Motions</b> (2:00 PM) (Judicial Officer Ochoa, Vincent) <a href="#">Parties Present</a>
	Result: Matter Heard
03/20/2018	<b>Accounting</b> <i>Account and Response to Court Hearing/Decision dated 1/17/18, Etc.</i>
03/29/2018	<b>Motion</b> <i>Motion to Expunge Lis Pendens and/or Strike Pleading; and for Preliminary Injunction</i>
03/30/2018	<b>Certificate of Service</b> <i>Certificate of Service for: Bank of America, N.A., Stiefel, Nicolaus &amp; Co., Inc., Nevada State Bank, JPMorgan Chase Holdings, LLC, Bank of America, N.A.</i>
03/30/2018	<b>Supplement to Response and Opposition</b> <i>Petitioner's Supplemental Response to Opposition to Petition for Fees (Barney Firm); Request for Evidentiary Hearing and Reopening Discovery</i>
03/30/2018	<b>Stricken Document</b> <i>Partial Strike of Supplement to Response and Opposition per minute order 4/4/18</i>
04/02/2018	<b>Certificate of Service</b> <i>Certificate of Service - Motion to Expunge Lis Pendens and/or Strike Pleading; and for Preliminary Injunction</i>
04/02/2018	<b>Motion</b> <i>Motion for Turnover of Assets and to Dissolve the Injunction over Christian Family Trust Assets</i>
04/03/2018	<b>Settlement Conference</b> (10:00 AM) (Judicial Officer Becker, Nancy)
	Result: No Ruling
04/03/2018	<b>Certificate of Service</b> <i>Certificate of Service</i>
04/03/2018	<b>Certificate of Service</b> <i>Certificate of Service - SUBPOENAS FOR: SUN CITIES FINANCIALS, WELLS FARGO BANK, N.A., SAM S CLUB, BANK OF AMERICA, N.A., JPMORGAN CHASE HOLDINGS, LLC, NEVADA STATE BANK, STIEFEL, NICOLAUS &amp; CO., INC., U.S. BANK, N.A.</i>
04/03/2018	<b>Counter-motion</b> <i>Counter-motion 1) to Strike Petitioner's Supplemental Response to Opposition to Petition for Fees (Barney Firm); Request for Evidentiary Hearing and Reopening Discovery; 2) to Find the Former Trustees to be Vexatious Litigants; and 3) For Sanctions Against Cary Colt Payne Pursuant to NRS 7.085 and EDCR 7.60</i>
04/04/2018	<b>Petition</b> (2:00 PM) (Judicial Officer Ochoa, Vincent) <i>Petition for Fees and Costs</i> <a href="#">Parties Present</a>
	Result: Granted
04/04/2018	<b>Order</b> <i>Order Granting Petition to Confirm Successor Trustee and Denying Counter-Petition for Reinstatement of Co-Petitioners</i>
04/04/2018	<b>Notice of Entry of Order</b> <i>Notice of Entry of Order for Order Granting Petition to Confirm Successor Trustee and Denying Counter-Petition for Reinstatement of Co-Petitioners</i>
04/05/2018	<b>Certificate of Service</b> <i>Certificate of Service</i>
04/06/2018	<b>Certificate of Service</b> <i>Certificate of Service - Subpoena for Sun Cities Financial Group</i>
04/10/2018	<b>Motion</b> <i>Motion for (1) Fees Pursuant to NRS 165.148 (2) Compliance with and Enforcement of Court Order and Sanctions; (3) for Order to Show Cause Why Former Trustees Should Not be Held in Contempt, and (4) for an Extension of Discovery</i>
04/11/2018	<b>Certificate of Service</b> <i>Certificate of Service for Motion for Fees, Compliance, Order to Show Cause, and Extension of Discovery</i>
04/12/2018	<b>Order</b> <i>Order</i>
04/12/2018	<b>Notice of Entry of Order</b> <i>Notice Of Entry Of Order</i>
04/18/2018	<b>Certificate of Service</b> <i>Certificate of Service</i>
04/19/2018	<b>Opposition and Counter-motion</b> <i>Petitioner s Combined Opposition to: (1) Motion To Turnover Assets And Dissolve Injunction Over Trust Assets; (2) Motion To 1. Expunge Lis Pendens and 2. Preliminary Injunction ; And Counter-motion For Distribution/Termination of Trust; Alternatively For Stay/ Set Bond And Set Evidentiary Hearing</i>
04/19/2018	<b>Opposition and Counter-motion</b> <i>Opposition to Motion for (1) Fees, (2) Compliance, (3) For Order to Show Cause And (4) Extension of Discovery; Counter-motion To Distribute Trust Property (2nd Request)</i>
04/20/2018	<b>Certificate of Service</b> <i>Certificate of Service for Subpoena for Sun Cities Financial Group</i>
04/26/2018	<b>Certificate of Service</b> <i>Certificate of Service for JPMorgan Chase Bank and Securities</i>
04/26/2018	<b>Notice of Appeal</b> <i>Notice of Appeal</i>
04/26/2018	<b>Case Appeal Statement</b> <i>Case Appeal Statement</i>
05/07/2018	<b>Stipulation and Order</b> <i>Stipulation and Order to Continue Hearings</i>



05/08/2018 **Notice of Entry**  
*Notice of Entry of Order for Stipulation and Order to Continue Hearings*

05/08/2018 **Case Appeal Statement**  
*Case Appeal Statement*

05/08/2018 **Notice of Appeal**  
*Notice of Appeal*

05/08/2018 **Reply**  
*Reply*

05/10/2018 **Notice of Filing Cost Bond**  
*Notice of Posting Cost Bond*

05/11/2018 **Supplement**  
*Supplement for Response to Combined Opposition to (1) Motion to Turnover Assets and Dissolve Injunction over Trust Assets; (2) Motion to 1. Expunge Lis Pendens and 2. Preliminary Injunction; and Opposition to Counter-Motion for Distribution/Termination of Trust; Alternatively, for Stay/Set Bond and Set Evidentiary Hearing*

05/14/2018 **Certificate of Service**  
*Certificate of Service*

05/16/2018 **Motion** (2:00 PM) (Judicial Officer Ochoa, Vincent)  
*Motion (1) to Expunge Lis Pendens and/or Strike Pleading and (2) for Preliminary Injunction*  
05/02/2018 Reset by Court to 05/14/2018  
05/14/2018 Reset by Court to 05/16/2018  
Result: Decision Made

05/16/2018 **Motion - HM** (2:00 PM) (Judicial Officer Ochoa, Vincent)  
*Motion for Turnover of Assets and to Dissolve the Injunction over Christian Family Trust Assets*  
05/14/2018 Reset by Court to 05/16/2018  
Result: Decision Made

05/16/2018 **Status Check** (2:00 PM) (Judicial Officer Ochoa, Vincent)  
05/14/2018 Reset by Court to 05/16/2018  
Result: Matter Heard

05/16/2018 **Motion** (2:00 PM) (Judicial Officer Ochoa, Vincent)  
*Motion for (1) Fees Pursuant to NRS 165.148(2) Compliance with and Enforcement of Court Order and Sanctions (3) for Order to Show Cause Why Former Trustees Should not be Held in Contempt and (4) for an Extension of Discovery*  
Result: Decision Made

05/16/2018 **Opposition & Countermotion** (2:00 PM) (Judicial Officer Ochoa, Vincent)  
*Petitioner s Combined Opposition to: (1) Motion To Turnover Assets And Dissolve Injunction Over Trust Assets; (2) Motion To 1. Expunge Lis Pendens and 2. Preliminary Injunction ; And Countermotion For Distribution/Termination of Trust; Alternatively For Stay/ Set Bond And Set Evidentiary Hearing*  
05/14/2018 Reset by Court to 05/16/2018  
Result: Decision Made

05/16/2018 **Opposition & Countermotion** (2:00 PM) (Judicial Officer Ochoa, Vincent)  
*Opposition to Motion for (1) Fees, (2) Compliance, (3) For Order to Show Cause And (4) Extension of Discovery; Countermotion To Distribute Trust Property (2nd Request)*  
Result: Decision Made

05/16/2018 **All Pending Motions** (2:00 PM) (Judicial Officer Ochoa, Vincent)  
[Parties Present](#)  
Result: Matter Heard

05/22/2018 **Notice of Deposition**  
*Notice of Deposition for Michael Payne*

05/22/2018 **Notice of Deposition**  
*Notice of Deposition for Rosemary Keach*

05/22/2018 **Notice of Deposition**  
*Notice of Deposition for Susan Christian-Payne*

05/22/2018 **Notice of Deposition**  
*Notice of Deposition for Raymond Christian Jr.*

05/25/2018 **Brief**  
*Brief*

05/29/2018 **Certificate of Service**  
*Certificate of Service*

06/01/2018 **Order**  
*Order*

06/01/2018 **Notice of Entry of Order**  
*Notice of Entry of Order*

06/01/2018 **Order**  
*Order*

06/01/2018 **Order**  
*Order*

06/04/2018 **Notice of Entry of Order**  
*Notice of Entry of Order*

06/04/2018 **Certificate of Service**  
*Certificate of Service*

06/28/2018 **Motion** (3:00 PM) (Judicial Officer Ochoa, Vincent)  
*Determination of Trustee*

	<b>Attorney</b> Barney, Tiffany S.			
	Total Financial Assessment			12.00
	Total Payments and Credits			12.00
	<b>Balance Due as of 06/04/2018</b>			<b>0.00</b>
11/13/2017	Transaction Assessment			12.00
11/13/2017	Payment (Window)	Receipt # 2017-34593-FAM	Barney, Tiffany S.	(12.00)
	<b>Other</b> Christian, Nancy			
	Total Financial Assessment			486.00
	Total Payments and Credits			486.00
	<b>Balance Due as of 06/04/2018</b>			<b>0.00</b>
09/01/2017	Transaction Assessment			450.00
09/01/2017	Efile Payment	Receipt # 2017-68988-CCCLK	Christian, Nancy	(450.00)
05/09/2018	Transaction Assessment			24.00
05/09/2018	Efile Payment	Receipt # 2018-31413-CCCLK	Christian, Nancy	(24.00)
05/17/2018	Transaction Assessment			12.00
05/17/2018	Payment (Window)	Receipt # 2018-14382-FAM	Counter Transaction	(12.00)
	<b>Petitioner</b> Christian Payne, Susan			
	Total Financial Assessment			584.50
	Total Payments and Credits			584.50
	<b>Balance Due as of 06/04/2018</b>			<b>0.00</b>
08/01/2017	Transaction Assessment			537.50
08/01/2017	Efile Payment	Receipt # 2017-61481-CCCLK	Christian Payne, Susan	(537.50)
01/10/2018	Transaction Assessment			3.00
01/10/2018	Payment (Window)	Receipt # 2018-02391-CCCLK	Cary Colt Payne	(3.00)
04/20/2018	Transaction Assessment			10.00
04/20/2018	Payment (Window)	Receipt # 2018-27465-CCCLK	Anthony L. Barney LTD	(10.00)
04/27/2018	Transaction Assessment			24.00
04/27/2018	Efile Payment	Receipt # 2018-28835-CCCLK	Christian Payne, Susan	(24.00)
05/14/2018	Transaction Assessment			10.00
05/14/2018	Payment (Window)	Receipt # 2018-32564-CCCLK	Nationwide Legal Nevada LLC	(10.00)

*Supreme Court Case No. 76053*

---

IN THE SUPREME COURT OF THE STATE OF NEVADA

---

JACQUELINE UTKIN, Successor Trustee to the Christian Family Trust, Dated  
October 11, 2016  
Petitioner

Electronically Filed  
Jun 12 2018 02:31 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

and

SUSAN CHRISTIAN-PAYNE, ROSEMARY KEACH, RAYMOND  
CHRISTIAN, JR, MONTE REASON, TOMMY L. CHRISTIAN,  
CHRISTOPHER A. CHRISTIAN

Real Parties in Interest

v.

THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA,  
IN AND FOR THE COUNTY OF CLARK AND THE HONORABLE  
VINCENT OCHOA

Respondent

PETITIONER'S APPENDIX  
VOL. 1, 221-301

---

Eighth Judicial District Court, Clark County  
The Honorable Vincent Ochoa, Dept. S  
Civil Case No. P-17-092512-T

---

JERIMY L. KIRSCHNER, Esq. Bar No. 12012  
Jerimy@jkirschnerlaw.com  
JERIMY KIRSCHNER & ASSOCIATES, PLLC  
5550 Painted Mirage Rd., Suite 320  
Las Vegas, NV 89149  
Telephone:(702) 563-4444  
*Attorney for Petitioner Jacqueline Utkin, Successor Trustee*

## TABLE OF CONTENTS

1. Independent Trustee Order.....	001-009
2. The Christian Family Trust, Dated October 11, 2016.....	010-040
3. Certificate of Death for Raymond Tyrone Christian Sr. ....	041
4. Modification and Designation of Trustee and Successor Trustee.....	042-043
5. Certificate of Independent Review .....	044
6. Notice of Blocked Funds, Etc. ....	045-051
7. Petition to Assume Jurisdiction of Trust; Confirm Trustees; Instructions, Etc.....	052-124
8. Notice of Motion and Motion to Dismiss Pursuant to NRCP 12(b)(1) and NRCP 12(b)(5).....	124-153
9. Decision.....	154
10. Resignation of Trustee and Nomination of Successor Trust.....	155-156
11. Certificate of Incumbency.....	157-159
12. Petition to Confirm Successor Trustee .....	160-220
13. Opposition to Petition to Confirm Successor Trustee; Counterpetition for Reinstatement of Co-Petitioners .....	221-292
14. Order Granting Petition to Confirm Successor Trustee and Denying Counter- Petition for Reinstatement of Co-Petitioners.....	293-295
15. Register of Actions .....	296-301
16. May 16, 2018 Hearing .....	302

Dated this 12<sup>th</sup> day of June, 2018.

JERIMY KIRSCHNER & ASSOCIATES, PLLC

/s/ Jerimy L. Kirschner, Esq. \_\_\_\_\_

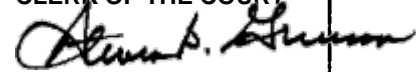
JERIMY L. KIRSCHNER, ESQ.

Nevada Bar No. 12012

5550 Painted Mirage Rd., Suite 320

Las Vegas, NV 89149

*Attorney for Petitioner Jacqueline Utkin, Successor Trustee*



**OPPS**

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

In the Matter of	)	Case No.:	P-17-092512-T
	)	Dept. No.:	S (Probate)
THE CHRISTIAN FAMILY	)		
TRUST u.a.d. 10/11/16	)	Date:	3/28/18
	)	Time:	2:00 PM
~~~~~	)		
SUSAN CHRISTIAN-PAYNE,	)		
ROSEMARY KEACH AND	)		
RAYMOND CHRISTIAN	)		
Petitioners,	)		
-vs-	)		
	)		
NANCY I CHRISTIAN and	)		
MONTE REASON and	)		
JACQUELINE UTKIN	)		
Respondents.	)		
~~~~~	)		

**OPPOSITION TO PETITION TO CONFIRM SUCCESSOR TRUSTEE;  
COUNTERPETITION FOR REINSTATEMENT OF CO-PETITIONERS**

COMES NOW Petitioners, SUSAN CHRISTIAN-PAYNE, ROSEMARY KEACH and RAYMOND CHRISTIAN, original co-trustees and primary beneficiaries of The Christian Family Trust u.a.d. 10/11/16, by and through their attorney, CARY COLT PAYNE, ESQ., of the lawfirm of CARY COLT PAYNE, CHTD., hereby submits this Opposition to the Petition to Confirm Successor Trustee which is made and based upon the attached Points and Authorities, Exhibits, pleadings on file to date, and any oral argument that the Court may allow at the time of the hearing.





## I. POINTS AND AUTHORITIES

### A. Introduction

As the court knows:

(1) Grantor Nancy Christian passed December 14, 2017;

(2) Monte Reason' resigned as the nominated but not confirmed trustee and has attempted to nominate a new trustee, who is severely conflicted.

Grantor, Raymond T. Christian died January 31, 2017. Grantor Nancy I. Christian died December 14, 2017.

As of the date of Grantor Nancy's death, The Christian Family Trust u.a.d. 10/11/16 became fully vested, and subject to distribution, termination, etc. The Petitioners, SUSAN CHRISTIAN-PAYNE, ROSEMARY KEACH and RAYMOND CHRISTIAN, are the now fully vested primary beneficiaries of the trust (60% of the Dancing Vines sole property proceeds & 100% trust corpus remainder beneficiaries). The only two beneficiaries that the court has not heard about are Tommy Christian and Christopher Christian, who are the siblings of the Petitioners, special needs and have been taken care of by Petitioner, Susan Christian Payne. The other beneficiary is Monte Reason (of only 10% (\$19,470.45) of Dancing Vines proceeds).

The Petitioners have always maintained that they were the original Co-Trustees and signatories to the Trust Agreement. This was intentional as their father Raymond Christian, Sr. did not trust Monte Reason, and his ability to persistently influence his mother, Nancy Christian. Monte Reason is Nancy's son from another relationship, and not the biological child of Trustor, Raymond Christian, Sr. Petitioners continue to assert that Nancy Christian (party to the agreement) wrongfully replaced the petitioners as trustees and improperly nominated Monte.





1  
2 While only "nominated", given the court involvement at the time, Monte was never  
3 confirmed as trustee by the court.

4 Monte has now "resigned" in favor of the Petitioner's elderly aunt who resides in  
5 Hawaii. The problem is that Monte was never confirmed to be the trustee, therefore  
6 never having the authority to bind the trust, and his "nomination" of Ms. Utkin is worthless.

7  
8 Given that this trust is now in the final administration state as both grantors have  
9 died, bringing in another trustee to simply administer, distribute and close out the trust,  
10 continuing to bring further petitions, and unnecessary and/or needless litigation and  
11 diminishes the trust. At Utkin/Kirschner's the first hearing/appearance in this matter, they  
12 kept demanding they want an accounting. For what purpose.

13 It is estimated that between Nancy's attorney, Monte's attorney and now  
14 Jacqueline's attorney will request combined amounts of easily \$100,000+, one-fourth of  
15 the trust's cash corpus. The Barney firm is now requesting approximately \$62,000 +/-  
16 (petition filed 2/8/18).

17  
18 In prior pleadings filed with the court, there were issues with Monte Reason being  
19 nominated as trustee, which was noted in the court's decision issued October 31, 2017:

20  
21 "In addition, there is the question of exploitation, fraud, duress, or undue  
22 influence by the newly appointed trustee Monte Reason over his mother,  
23 Nancy. Petitioners are the original trustees and the children of the  
24 grantors."

25 Nothing has changed, except Nancy has died. Monte was improperly nominated  
26 as trustee. He was never confirmed as trustee by the court, and therefore had no court  
27 approved authority to even act. If he had no authority to act, by virtue of the court never  
28 confirming him as trustee, his nomination of Jacqueline Utkin is equally improper, and her  
petition should be denied. The only purpose would be to incur further fees, and/or confirm  
Barney's fees.



1  
2 **B. Utkin/Her Attorney have severe conflicts**

3       Unfortunately, Ms. Utkin (and her attorney) also have numerous, serious conflicts  
4 of interest. She has already advocated her "personal opinions" which are inconsistent with  
5 her potential trust duties.  
6

7       In her Declaration (prepared by the Barney firm not her current counsel) (**Exhibit**  
8 **"A"**-any emphasis added), she claims to have a "personal" derision against the primary  
9 beneficiaries, and therefore it is impossible for her to be neutral. One example is she  
10 claims that the beneficiaries are "terrible abusive children". As she lives in Hawaii, she  
11 has no direct knowledge by what she personally saw or heard, and her entire declaration  
12 is full of hearsay. She was brought in and identified as a "witness" by the Barney firm  
13 (**See Response to Interrogatories-Exhibit "B"**).  
14

15       Further, it appears that Ms. Utkin/her attorney is attempting to extort an agreement  
16 to agree to have his client appointed as trustee. (see emails-Exhibit D") While allegedly  
17 nominated, Ms. Utkin has not and should not be confirmed as trustee, and as such is not  
18 entitled to confidential trust information. Mr. Kirschner is demanding the EIN for the trust,  
19 apparently with the foregone conclusion that Ms. Utkin is entitled to that information.  
20 (**Exhibit "C"**). On the other hand, after the Barney's petition for fees, an email (**Exhibit**  
21 **"D"**) was sent, since Ms. Utkin wants to act as trustee (obtaining EIN) regarding objecting  
22 to the Barney firm' fees. If she was the trustee as Mr. Kirschner claimed then she and her  
23 attorney should be ready, willing and able to object to the Barney firm fees. Instead, Mr.  
24 Kirschner falls back on the fact that Ms. Utkin is not confirmed as trustee and will only do  
25 so if the petitioners agree to her appointment. Id.  
26  
27

28       This agreement is now confirmed by Mr. Kirschner's filing of his Non-Opposition  
filed February 23, 2018.



### C. The Agreement to put Utkin in "position"

It should be noted that Mr. Kirschner, per his documents filed in this matter January 15, 2018, with the filing of his Notice of Substitution of Real Party in interest. Apparently, the Barney firm has a prior ongoing, continuing relationship with Mr. Kirschner, as they are co-counsel on at least one matter, and was cc'd in correspondence in another matter which is a matter of public record. (Exhibit "E" –non-pertinent information redacted)

In fact, the Barney firm contacted Mr. Kirschner to represent Ms. Utkin (Exhibit "G"- Barney billing entry dated 1/12/18)

It is clear that there has been "agreement", despite Ms. Utkin's not being confirmed as a trustee, that there is an understanding between the Barney firm and Mr. Kirschner as to Barney's fees. Attached is correspondence from the Barney firm and Mr. Kirschner, seeking payment from the trust, from a non-confirmed trustee. Per the email (email and letter as Exhibit "F") dated January 26, 2018, at 11:19 am, it is clear that they seek to make a case for their bills to be "pre-approved" prior to any petition ever being filed. Mr. Kirschner filed his petition to confirm Ms. Utkin about an hour later that day (1/26/18 @12:19 pm) Billing statements (Exhibit "G") indicate their formal contact at that time. A few days later, on February 1, 2018, Mr. Kirschner emails the Barney firm that all of their fees will be approved, under her role as trustee. (Exhibit "H") The Petition for fees was filed February 6, 2018. No one sought out what the beneficiaries thought about this "behind the scene" agreements for obvious reasons.



1  
2 What has been done is create the "litigation train" for yet another attorney/party to  
3 come into litigation to continue to accrue attorney's fees/costs, and expect to be paid from  
4 the trust, in violation of the beneficiaries' rights. It is suggested that Ms. Utkin's litigation  
5 counsel has a severe conflict with the Barney firm, and therefore should not be permitted  
6 to appear as an attorney for the trust in these matters.  
7

8 Whose interest is Mr. Kirschner representing - the trust, a potential trustee, the  
9 beneficiaries, or all? Or is it the "guarantee" of the payment of the Barney firm's fees?

10 The Barney firm and Mr. Kirschner have a history of already being co-counsel, or  
11 apparently, as seen herein (Exhibits "E"- "H"), the referral to keep matters "all in the  
12 family".  
13

14 Mr. Kirschner refuses to object to the Barney's firm request for fees, but indicated  
15 that if the petitioners support a stipulation that Ms. Utkin be trustee, he would do so.  
16 Given the prior agreement with the Barney firm, how could that be possible, especially  
17 now that Mr. Kirschner has formally not willing to oppose?  
18

19 Mr. Kirschner apparently is not aware of whose interests he actually represents,  
20 and is in an untenable position. Were his client be confirmed as trustee, he would have a  
21 duty to advise her that she would have the duty to protect the trust only for the  
22 beneficiaries. He cannot be making agreements for the payment of improper fees, even  
23 prior to his client actually being confirmed as trustee, and then email the beneficiaries  
24 counsel, basically saying that they will object if the petitioners agree that Ms. Utkin be  
25 trustee. Mr. Kirschner has refused to even answer simple basic questions (Exhibit "I")  
26  
27  
28

**C. Trustee's Duty is to the Beneficiaries**

Pursuant to the Trust, the beneficiaries of the Trust are as follows:

(1) as to the proceeds of the sale of the Dancing Vines property (\$194,704.59), see Trust ¶6.1 (a)-(f):

Rosemary K. Christian-Keach (20%=\$38,940.92), outright, free of trust;

Raymond T. Christian, Jr. (20%=\$38,940.92) outright, free of trust;

Tommy L. Christian (20%=\$38,940.92) outright, free of trust;

Susan G. Christian-Payne (20%=\$38,940.92) outright, free of trust;

Christopher A. Christian (10% = \$19,470.45) outright, free of trust;

Monte B. Reason (10% = \$19,470.45), 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.

(2) The rest, residue and remainder of the Trust Estate, including all cash (\$234,134.34) and the real properties located at 2848 Bluff Point Drive, Las Vegas, Nevada and 37920 Grandview Ave., Yermo, California, see Trust ¶6.2:

Rosemary K. Christian-Keach (one third – 33⅓%) outright, free of trust;

Raymond T. Christian, Jr. (one third – 33⅓%) outright, free of trust;

Susan G. Christian-Payne (one third – 33⅓%) outright, free of trust;

The above noted property is the totality of all trust assets.

The court, since the commencement of this action has not ruled on the requests of the petitioners to be reinstated as co-trustees, which at this point is the best cost-effective manner.

A trustee has the duty to be generally prudent, with a duty to act, duty to carry out the terms of the trust, duty to be loyal to the trust. See generally, Loring, A Trustee's Handbook and Restatement of Trust. (courtesy copy attached) Further, see §6.2.3 Duty of Confidentiality, §6.2.5 Duty of Impartiality, §6.2.6 Duty not to attack the trust, §6.2.8 duty to administer promptly and efficiently.





At this point in time, any fiduciary's, role is to protect the trust for the beneficiaries, who for the majority part, are the Petitioners, who have not and cannot trust Jacqueline Utkin to perform any fiduciary role for the *Petitioner's best interests* as the majority beneficiaries. How can she, with the back door agreements between the attorneys be neutral? Her job would be to preserve the trust for the beneficiaries, not back door deals between attorneys, even before a petition to confirm her is filed.

Ms. Utkin is elderly, and her capacity to perform such duties are questioned, and as such may not even be qualified to act. It is requested that an offer of proof from a neutral medical physician (not Ms. Utkin's regular physician) with a report so stating, as to her capacity and qualifications to act.

It has been suggested that as Monte Reason was never confirmed as trustee, (the court initially had a problem with his ability to serve), he had no authority to act, and therefore could not legally nominate Ms. Utkin. The Trust, at Article 8, paragraph 8.1 states:

#### 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.***

[Emphasis added]

As has been argued, if Monte was not legally confirmed as trustee, and could not nominate Ms. Utkin, then the trust currently has no successor trustee, and the final sentence in paragraph 8.1 comes into play, wherein the majority of the adult beneficiaries entitled to distribution are entitled to appoint a trustee. The Petitioners are



1  
2 the majority, and once again, seek reinstatement of their co-trusteeship, as original  
3 signatories to the trust.

4 That given the current circumstances, there is no further reason for this case to  
5 continue with even more litigation. It is requested that all pending petitions/motions be  
6 denied/vacated, and to reinstate the petitioners as co-trustees herein be granted, and this  
7 case proceed to distribution and dismissal.  
8


## 9 II. CONCLUSION

10 The Trust need to do nothing but final administration and/or distribution. All of the  
11 minutae in the various pending petitions/motions no longer matter.

12 The primary beneficiaries have unanimously spoken they want the trust distributed.  
13 They also have a common law right to unanimously select any vacancy.  
14

15 Prolonging the inevitable (distribution and termination) is not in the beneficiaries or  
16 the Trust's best interests. The only thing which prolonging this matter is unwarranted  
17 attorney's fees and unnecessary litigation. Now that Nancy has become deceased, the  
18 only issues are the confirmation of the reinstatement of the petitioners as co-trustees, and  
19 the final distribution of the Trust to the named beneficiaries, which will be best suited  
20 having the Petitioners, the primary beneficiaries.  
21

22 Dated: February 22, 2018.

23   
24 CARY COLT PAYNE, ESQ.  
25 Nevada Bar No.: 4357  
26 CARY COLT PAYNE, CHTD.  
27 700 South Eighth Street  
28 Las Vegas, Nevada 89101



CARY COLT PAYNE, CHTD.

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




**DECLARATION/VERIFICATION OF SUSAN CHRISTIAN PAYNE**

SUSAN CHRISTIAN PAYNE, pursuant to the laws of the State of Nevada (NRS 53.045), and under penalty of perjury, hereby declare as follows:

I am an adult resident of the State of Nevada, and was appointed, with my siblings, Rosemary Keach and Raymond Christian, as the original co-trustees of The Christian Family Trust u.a.d. 10/11/16, and as a primary beneficiary, have personal knowledge of all matters set forth herein. I have read the above and foregoing Petition, know the contents thereof and know that the same is true of our my knowledge, as if fully set forth herein, except for those matters contained upon information and belief, and as to those I believe them to be true.

Dated: February 16, 2018

  
SUSAN CHRISTIAN PAYNE

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, Nevada 89101

Tel: 702.383.9010 • Fax 702.383.9049



DECLARATION/VERIFICATION OF ROSEMARY KEACH

ROSEMARY KEACH, pursuant to the laws of the State of Nevada (NRS 53.045), and under penalty of perjury, hereby declare as follows:

I am an adult resident of the State of Nevada, and was appointed, with my siblings, Rosemary Keach and Raymond Christian, as the original co-trustees of The Christian Family Trust u.a.d. 10/11/16, and as a primary beneficiary, have personal knowledge of all matters set forth herein. I have read the above and foregoing Petition, know the contents thereof and know that the same is true of our my knowledge, as if fully set forth herein, except for those matters contained upon information and belief, and as to those I believe them to be true.

Dated: February 20, 2018

  
ROSEMARY KEACH

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, Nevada 89101

Tel: 702.383.9010 • Fax 702.383.9049



DECLARATION/VERIFICATION OF RAYMOND CHRISTIAN

RAYMOND CHRISTIAN, pursuant to the laws of the State of Nevada (NRS 53.045), and under penalty of perjury, hereby declare as follows:

I am an adult resident of the State of Nevada, and was appointed, with my siblings, Rosemary Keach and Raymond Christian, as the original co-trustees of The Christian Family Trust u.a.d. 10/11/16, and as a primary beneficiary, have personal knowledge of all matters set forth herein. I have read the above and foregoing Petition, know the contents thereof and know that the same is true of our my knowledge, as if fully set forth herein, except for those matters contained upon information and belief, and as to those I believe them to be true.

Dated: February 20, 2018

  
RAYMOND CHRISTIAN



# CERTIFICATE OF SERVICE

The undersigned hereby certifies that on February 22, 2018, a true and correct copy of the foregoing was served to the following at the their last known address(es), facsimile numbers and/or e-mail/other electronic means, pursuant to:

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

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

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

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

Jerimy Kirschner, Esq.  
JERIMY KIRSCHNER & ASSOCIATES, LTD.  
5550 Painted Mirage Rd., Suite 320  
Las Vegas, NV 89149  
*Email: jerimy@jkirschnerlaw.com*  
Attorney for Jacqueline Utkin

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

An employee of CARY COLT PAYNE, CHTD.



**CARY COLT PAYNE, CHTD.**

Attorney at Law

700 S. Eighth Street • Las Vegas, Nevada 89101

(702) 383-9010 • Fax (702) 383-9049

*EXHIBIT PAGE INTENTIONALLY LEFT BLANK*

**COURTESY COPIES**



on Trusts is  
ed Scott and  
the trust, the  
trust. Their  
ven into the

ce matters,

**Loring**  
**A Trustee's Handbook**  
**2007 Edition**

This is a new edition of *Loring A Trustee's Handbook*. It replaces all prior editions of *Loring A Trustee's Handbook* (including the 7th Edition). Please discard all previous editions.

167	§5.4.1.5	Right to Remedies for Breaches of Trust	253
168	§5.4.1.6	Rights to Appoint, Remove, Direct, and Advise Trustee in the Absence of Fault	253
	§5.4.1.7	Right to Conveyance	255
173	§5.4.1.8	Right and Standing of Beneficiary to Proceed in Stead of Trustee Against Those with Whom the Trustee Has Contracted, Against Tortfeasors, and Against the Trustee's Agents, <i>i.e.</i> , Against Third Parties	258
173	§5.4.1.9	Right and Standing of Beneficiary to Petition Court for Instructions or Declaratory Judgment	260
179	§5.4.2	Rights of the Beneficiary as Against Transferees, Including BFPs	260
191	§5.4.3	Beneficiary's Right to Legal Fees from Trust Estate or from Trustee Personally	262
192	§5.4.4	Beneficiary's Right to Terminate the Trust	262
194	§5.5	Voluntary or Involuntary Loss of the Beneficiary's Rights	265
	§5.6	Duties and Liabilities of the Beneficiary	272
	§5.7	The Necessary Parties to a Suit Brought by a Beneficiary	274
197	<b>Chapter 6</b>	<b>The Trustee's Duties</b>	277
201	§6.1	General Duties	277
204	§6.1.1	Duty to Be Generally Prudent	280
205	§6.1.2	Duty to Act; Duty to Carry Out the Terms of the Trust	281
	§6.1.3	Duty to Be Loyal to the Trust	284
207	§6.1.3.1	Trustee Benefiting as Borrower and Lender; Bank Deposits on Commercial Side of Trustee Bank	295
211	§6.1.3.2	Trustee Invests in Its Own Stock	298
	§6.1.3.3	Trustee Benefiting as Buyer and Seller	300
214	§6.1.3.4	Indirect Benefit Accruing to the Trustee	309
214	§6.1.3.5	Acquisition by Trustee of Equitable Interest; Duty of Loyalty to the Beneficiary in Non-Trust Matters	324
218	§6.1.3.6	Breaches of Duty of Loyalty Not Involving Self-Dealing	328
219	§6.1.3.7	Defenses to Allegations that the Trustee Breached the Duty of Loyalty	329
226	§6.1.4	Duty to Give Personal Attention (Not to Delegate)	330
229	§6.1.5	Duty to Account to the Beneficiary	344
231	§6.1.5.1	Duty to Provide Information	345
240	§6.1.5.2	Duty to Keep and Render Accounts	353
241	§6.2	Specific Duties Incident to General Duties	362
245	§6.2.1	Duty to Take Active Control of, Segregate, Earmark, and Protect Trust Property	362
245	§6.2.1.1	Duty to Identify and Take Active Control of Trust Property	363
250			
251			
253			

§6.2.1.2	Duty to Segregate and Earmark Trust Property (Duty Not to Commingle)	365
§6.2.1.3	Duty to Protect Trust Property	372
§6.2.1.4	Operations: Asset Custody and Transfer	378
§6.2.2	Duty to Make Trust Property Productive	381
§6.2.2.1	The <i>Harvard College</i> Prudent Man Rule and Its Progeny	383
§6.2.2.2	The Prudent Investor's Code of Conduct	402
§6.2.2.3	The Prudent Investor and the Charitable Corporation	405
§6.2.2.4	The Noncharitable Unitrust (Total Return Trust): Investment Considerations	406
§6.2.3	Duty of Confidentiality	409
§6.2.4	Duty to Separate Income from Principal and the Right to Income	410
§6.2.4.1	What Receipts Are Entirely Allocated to Income for Trust Accounting Purposes?	413
§6.2.4.2	What Receipts Are Entirely Allocated to Principal for Trust Accounting Purposes?	413
§6.2.4.3	What Receipts Are Apportioned Between the Income and Principal Accounts?	414
§6.2.4.4	What Expenses Are Allocated Entirely to Income, Entirely to Principal, and Apportioned Between Income and Principal?	418
§6.2.4.5	When Does Income Begin and What Happens to Accrued but Undistributed Income When the Trust's Term Expires or the Beneficiary Dies?	420
§6.2.4.6	Rethinking Traditional Principles of Income Allocation	421
§6.2.4.7	The Noncharitable Unitrust (Total Return Trust): Applying Income to Principal	423
§6.2.4.8	Operations: Keeping Track of Income and Principal	424
§6.2.5	Duty of Impartiality	425
§6.2.6	Duty to Defend the Trust Against Attack; Duty Not to Attack the Trust	430
§6.2.7	Duty to Use Special Skills or Expertise	431
§6.2.8	Duty to Administer Promptly and Efficiently	432
§6.2.9	Duty to Keep Precise, Complete, and Accurate Records	432
§6.2.10	Duty to Petition Court for Modification of or Deviation from Terms of Trust When Appropriate	434
§6.2.11	Duty (of Institutional Trustee) to Have an Effective Organizational Structure	435
§6.2.12	Duty Not to Comply with Provisions that Are Unlawful or Violate Public Policy	436



beneficiary's request (and ordinarily *required* if demanded) is for the trustee simply to send a copy of the instrument when the request is made.<sup>31</sup>

Under the Uniform Trust Code, the settlor may waive the duty to provide a beneficiary upon request with a copy of the trust instrument and the requirement that the trustee provide annual reports to the "qualified beneficiaries."<sup>32</sup> "The furnishing of a copy of the entire trust instrument and preparation of annual reports may be required in a particular case, however, if such information is requested by a beneficiary and is reasonably related to the trust's administration."<sup>33</sup>

Upon the death of the settlor of a revocable trust, the trustee upon request may be obliged to furnish those succeeding to the equitable interests with a copy of the instrument.<sup>34</sup> In one jurisdiction, by statute, this obligation extends upon request to the "heirs" of the deceased settlor.<sup>35</sup>

#### §5.4.1.2 Right to Prompt and Efficient Administration

Upon acceptance of a trusteeship, the trustee shall administer the trust in good faith.<sup>36</sup> The beneficiary's equitable interest is an interest in property. Thus, to the extent the trustee is dilatory or inefficient in the administration of his trust, he interferes with that property interest and is in breach of trust.<sup>37</sup> Where, for example, a trustee is directed to pay the trust's income to a beneficiary for life or a designated period, in the absence of other direction the beneficiary is entitled to have the net income of the trust property paid to him or her at reasonable intervals, normally monthly or quarter-annually, but at least annually.<sup>38</sup> The beneficiary has a right to expect that his or her checks will arrive on time, that tax returns will be filled out properly and filed when due, that investment decisions will be

<sup>31</sup> Restatement (Third) of Trusts §82, cmt. e.

<sup>32</sup> Uniform Trust Code §105 cmt. (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>).

<sup>33</sup> *Id.*

<sup>34</sup> *Cf. id.* §813(b)(3) (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>) (requiring the trustee of a revocable trust within 60 days after acquiring knowledge of the settlor's death to notify the qualified beneficiaries, usually the current beneficiaries and the presumptive remaindermen, of the trust's existence, of the identity of the settlor or settlors, of the right to request a copy of the trust instrument, and of the right to a trustee's report).

<sup>35</sup> Cal. Prob. Code §16061.5 (1999).

<sup>36</sup> Uniform Trust Code §801 (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>).

<sup>37</sup> See Bogert, Trusts and Trustees §541 n.60 and accompanying text (the requirement of diligence applies to the uncompensated as well as the compensated trustee). See also §8.33 of this handbook (Is the Level of an Uncompensated Trustee's Duty of Care Less Than That of a Compensated Trustee?).

<sup>38</sup> Restatement (Third) of Trusts §49, cmt. c(1).

The trustee is not an agent of the beneficiary. Thus the beneficiary has no inherent common law right to appoint or remove the trustee, nor to direct the trustee or even have the beneficiary's advice considered by the trustee.<sup>65</sup> The beneficiary can bring an action to remove the trustee, but there must be grounds for removal,<sup>66</sup> and the ultimate decision rests with the court.

The settlor, however, may bestow on the beneficiary by express language in the governing instrument any one or more of these rights as against the trustee. These rights may be exercised even when the trustee is not at fault, if such is the wish of the settlor. The prospective trustee should be aware of all such common law derogations that may lurk in a governing instrument. The existence of certain ones—such as the right to give investment directions—may bear on how the trustee's services should be priced or on the advisability of even taking on the trusteeship at all.<sup>67</sup> Directed trustees have not always been certain of their oversight responsibilities.<sup>68</sup>

The Uniform Trust Code endeavors to correct the situation: If the terms of a trust confer upon a person other than the settlor of a revocable trust power to direct certain actions of the trustee, the trustee shall act in accordance with an exercise of the power unless the attempted exercise is manifestly contrary to the terms of the trust or the trustee knows the attempted exercise would constitute a serious breach of a fiduciary duty that the person holding the power owes to the beneficiaries of the trust.<sup>69</sup> A trustee who is subject to a veto power would have heightened oversight responsibilities. "A trustee who administers a trust subject to a veto power occupies a position akin to that of a cotrustee and is responsible for taking

<sup>65</sup> See 2 Scott on Trusts §§107.3, 185.

<sup>66</sup> Uniform Trust Code §706(a) (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>) (granting a beneficiary among others standing to petition the court to remove a trustee). See generally Bogert, Trusts and Trustees §527 (Grounds for Removal); §7.2.3.6 of this handbook (Removal). See also Uniform Trust Code §706 (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>) (providing that a court has the discretion to remove a trustee not only for serious breaches of trust but also for lack of cooperation among cotrustees; for "persistent failure of the trustee to administer the trust effectively"; because of a "substantial change of circumstances"; or in response to a removal request by all of the qualified beneficiaries).

<sup>67</sup> Bogert, Trusts and Trustees §122.

<sup>68</sup> See §6.1.4 of this handbook (Duty to Give Personal Attention (Not to Delegate)). See also Uniform Trust Code §808(b) (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>) (providing that if the terms of a trust confer upon a person other than the settlor of a revocable trust power to direct certain actions of the trustee, the trustee shall act in accordance with an exercise of the power unless the attempted exercise is manifestly contrary to the terms of the trust or the trustee knows the attempted exercise would constitute a serious breach of a fiduciary duty that the person holding the power owes to the beneficiaries of the trust).

<sup>69</sup> Uniform Trust Code §808(b) (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>).



appropriate action if the third party's refusal to consent would result in a serious breach of trust."<sup>70</sup>

The Uniform Trust Code provides that a vacancy in a trusteeship required to be filled shall be filled by a person designated in the terms of the trust to act as successor trustee.<sup>71</sup> When there is no such designation, the vacancy shall be filled by a person appointed by unanimous agreement of the qualified beneficiaries.<sup>72</sup> If all else fails, the vacancy shall be filled by a person appointed by the court.<sup>73</sup> Of course, the court always possesses equitable powers to appoint an additional trustee or special fiduciary "whenever the court considers the appointment necessary for the administration of the trust."<sup>74</sup>

It goes without saying that a beneficiary who holds a power of appointment has constructive authority to remove the trustee. A living beneficiary who possesses a right of revocation or other form of general inter vivos power of appointment unilaterally may remove the trustee.<sup>75</sup> So also may the beneficiary who possesses a general testamentary power of appointment, but not during the beneficiary's lifetime. This is because a will speaks at death.<sup>76</sup> Inherent in a general power of appointment, *e.g.*, the right to appoint property outright and free of trust to oneself or one's estate, is the lesser right to remove the trustee. A beneficiary may effectively terminate a trustee's tenure through the exercise of a limited/special power of appointment as well, either by an appointment of the property to another trustee in further trust if such an appointment is permitted by case law, statute, or the governing instrument, or by an appointment outright and free of trust to a third-party permissible appointee.

#### §5.4.1.7 Right to Conveyance

The remainderman has a right to conveyance of the trust property within a reasonable time after the trust has terminated, assuming title has not already vested in the remainderman by operation of law.<sup>77</sup>

<sup>70</sup> *Id.* §808 cmt. (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>).

<sup>71</sup> *Id.* §704(c)(1) (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>).

<sup>72</sup> *Id.* §704(c)(2) (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>). Qualified beneficiaries are essentially the current beneficiaries and the presumptive remaindermen. *Id.* §103(12) (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>) (defining the term *qualified beneficiary*).

<sup>73</sup> *Id.* §704(c)(3) (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>).

<sup>74</sup> *Id.* §704(d) (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>).

<sup>75</sup> *Id.* §603(d) (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>).

<sup>76</sup> *Id.* §602 cmt. (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>).

<sup>77</sup> Restatement (Second) of Trusts §345 cmt. c (1959). See generally §3.5.1 of this handbook (Nature and Extent of the Trustee's Estate) and §8.15.1 of this handbook (Statute of Uses).

The trustee is not an agent of the beneficiary. Thus the beneficiary has no inherent common law right to appoint or remove the trustee, nor direct the trustee or even have the beneficiary's advice considered by the trustee.<sup>65</sup> The beneficiary can bring an action to remove the trustee there must be grounds for removal,<sup>66</sup> and the ultimate decision rests with the court.

The settlor, however, may bestow on the beneficiary by express language in the governing instrument any one or more of these rights against the trustee. These rights may be exercised even when the trustee is not at fault, if such is the wish of the settlor. The prospective trustee should be aware of all such common law derogations that may lurk in the governing instrument. The existence of certain ones—such as the right to give investment directions—may bear on how the trustee's services should be priced or on the advisability of even taking on the trusteeship at all. Directed trustees have not always been certain of their oversight responsibilities.<sup>68</sup>

The Uniform Trust Code endeavors to correct the situation: If the terms of a trust confer upon a person other than the settlor of a revocable trust power to direct certain actions of the trustee, the trustee shall act in accordance with an exercise of the power unless the attempted exercise is manifestly contrary to the terms of the trust or the trustee knows that the attempted exercise would constitute a serious breach of a fiduciary duty that the person holding the power owes to the beneficiaries of the trust.<sup>67</sup> A trustee who is subject to a veto power would have heightened oversight responsibilities. "A trustee who administers a trust subject to a veto power occupies a position akin to that of a cotrustee and is responsible for taking

<sup>65</sup> See 2 Scott on Trusts §§107.3, 185.

<sup>66</sup> Uniform Trust Code §706(a) (available on the internet at <<http://www.law.upenn.edu/bl/ulc/ulc.htm>>) (granting a beneficiary among others standing to petition the court to remove a trustee). See generally Bogert, Trusts and Trustees §527 (Grounds for Removal) §7.2.3.6 of this handbook (Removal). See also Uniform Trust Code §706 (available on the internet at <<http://www.law.upenn.edu/bl/ulc/ulc.htm>>) (providing that a court has the discretion to remove a trustee not only for serious breaches of trust but also for lack of cooperation among cotrustees; for "persistent failure of the trustee to administer the trust effectively"; because of a "substantial change of circumstances"; or in response to a removal request by all of the qualified beneficiaries).

<sup>67</sup> Bogert, Trusts and Trustees §122.

<sup>68</sup> See §6.1.4 of this handbook (Duty to Give Personal Attention (Not to Delegate)). See also Uniform Trust Code §808(h) (available on the internet at <<http://www.law.upenn.edu/bl/ulc/ulc.htm>>) (providing that if the terms of a trust confer upon a person other than the settlor of a revocable trust power to direct certain actions of the trustee, the trustee shall act in accordance with an exercise of the power unless the attempted exercise is manifestly contrary to the terms of the trust or the trustee knows the attempted exercise would constitute a serious breach of a fiduciary duty that the person holding the power owes to the beneficiaries of the trust).

<sup>69</sup> Uniform Trust Code §808(b) (available on the internet at <<http://www.law.upenn.edu/bl/ulc/ulc.htm>>).



**Termination.** A beneficiary may terminate a trust without court permission if there is express authority to do so in the governing instrument.<sup>130</sup> A beneficiary who holds a power of appointment may terminate the trust by exercising that power. Someone else who holds a power may do so as well at the beneficiary's request. Again, no court involvement would be required. A beneficiary may terminate an irrevocable inter vivos trust without going to court if the beneficiary obtains the consent of the trustee and all the other beneficiaries, including all the remaindermen.<sup>131</sup> In some cases, the settlor's consent would be required as well.<sup>132</sup> The court would have to get involved if a beneficiary who possesses no express right of termination or general power of appointment were to seek termination of a testamentary trust or termination of any trust that is in part or in whole for the benefit of unrepresented<sup>133</sup> minors, incompetents, persons unborn, or persons unascertained.<sup>134</sup> Only the court may appoint a guardian ad litem.<sup>135</sup> Even if the beneficiary were the only one with the equitable interest, a court in the United States probably would not order termination

<sup>130</sup> For a discussion of the termination rights of a settlor of a revocable trust, see §8.2.2.2 of this handbook.

<sup>131</sup> See, e.g., *Estate of Cord*, 58 N.Y.2d 539, 449 N.E.2d 402, 462 N.Y.S.2d 622 (1983). See generally §8.2.2.1 of this handbook (Mid-course Modification, Termination, or Rescission of the Irrevocable Trust).

<sup>132</sup> See generally §4.1.2 of this handbook (Donor Standing: Reversionary and Expectation Interests).

<sup>133</sup> See generally Uniform Trust Code Art. 3 (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>) (dealing with representation of beneficiaries, e.g., personal representatives, trustees, guardians, and conservators, and what is known as virtual representation).

<sup>134</sup> See, e.g., *Nitsche v. St. Clair State Bank*, 46 S.W.3d 682 (Mo. App. 2001) (declining to approve the termination of a trust without the consent of the unborn and unascertained contingent remainder interests or their disinterested representatives). See generally §8.14 of this handbook (When a Guardian ad Litem (or Special Representative) Is Needed: Virtual Representation Issues) and §8.11 of this handbook (What Are the Duties of the Trustee of a Revocable Inter Vivos Trust?) (noting that the holder of a right of revocation or general inter vivos power of appointment may terminate a trust and in so doing extinguish the contingent interests of the other beneficiaries including the unborn and unascertained remaindermen). The holder of a general testamentary power of appointment could, under certain circumstances, consent to the termination of an irrevocable trust notwithstanding the interests of the unborn and unascertained remaindermen. See generally Uniform Trust Code §302 (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>) (providing that to the extent there is no conflict of interest between the holder of a general testamentary power of appointment and the persons represented with respect to the particular question or dispute, the holder may represent and bind persons whose interests, as permissible appointees, takers in default, or otherwise, are subject to the power).

<sup>135</sup> Cf. Uniform Trust Code §305 (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>) (substituting the term *representative* for the term *guardian ad litem* in part to signal that a representative may consider general benefit accruing to the living members of the family of the otherwise unrepresented beneficiary).



A person who actually pays for and receives title and possession knowing that the transfer is in violation of the beneficiary's prior rights holds the property in constructive trust for the beneficiary.<sup>124</sup> This holds true if the person ought to have known of the outstanding beneficial interest.<sup>125</sup> In ancient Rome, the result would have been quite different had the property been held by a *fiduciarius*. A *fiducia* was similar to a common law trust in that the fiduciarius took title to property for the benefit of someone else. Moreover, creditors of the fiduciarius could not get at the property. There is an important difference, however, between the fiducia concept and the trust concept: if a fiduciarius transferred the property to a non-BFP, the beneficiary was essentially a general creditor whose only recourse was to go against the fiduciarius personally.<sup>126</sup> He could not go against the transferee of the property.

#### §5.4.3 Beneficiary's Right to Legal Fees from Trust Estate or from Trustee Personally

In litigation involving a good faith difference of opinion among the parties to a trust as to the meaning of a material trust term, the beneficiaries may be entitled to reimbursement for their legal fees from the trust estate. This matter is covered in Section 8.13 of this handbook.<sup>127</sup> In litigation against a trustee for breach of trust, the beneficiary, if successful, may be entitled to have the beneficiary's legal fees made a personal obligation of the trustee.<sup>128</sup>

#### §5.4.4 Beneficiary's Right to Terminate the Trust

*This protective measure, sectoring the rights of cestus que trustent to grant or withhold consent... [in the revocation or amendment of a trust]... was the aftermath of legislative indulgence of settlors of trusts, who, having foundered in the 1907 economic depression, sought to fuel a financial comeback by access to assets they had locked into trusts in balmy times.*<sup>129</sup>

<sup>124</sup> 5 Scott on Trusts §462.4.

<sup>125</sup> Bogert, Trusts and Trustees §864.

<sup>126</sup> Jeffrey A. Schenck, 4 Modern and Multinational Estate Planning 1276 (1999).

<sup>127</sup> Bogert, Trusts and Trustees §871. See also §§15-13 of this handbook (Common Fund Doctrine).

<sup>128</sup> Bogert, Trusts and Trustees §871.

<sup>129</sup> Estate of C. and S. N.Y. 2d 329, n.5, 449 N.E.2d 402, n.5, 462 N.Y.S.2d 922, n.5 (1983) (referring to EPTL 7-1.9 (New York) under which formal consent of all parties "beneficially interested" in a trust is a prerequisite to its revocation or amendment).

**Termination.** A beneficiary may terminate a trust without court permission if there is express authority to do so in the governing instrument.<sup>130</sup> A beneficiary who holds a power of appointment may terminate the trust by exercising that power. Someone else who holds a power may do so as well at the beneficiary's request. Again, no court involvement would be required. A beneficiary may terminate an irrevocable inter vivos trust without going to court if the beneficiary obtains the consent of the trustee and all the other beneficiaries, including all the remaindermen.<sup>131</sup> In some cases, the settlor's consent would be required as well.<sup>132</sup> The court would have to get involved if a beneficiary who possesses no express right of termination or general power of appointment were to seek termination of a testamentary trust or termination of any trust that is in part or in whole for the benefit of unrepresented<sup>133</sup> minors, incompetents, persons unborn, or persons unascertained.<sup>134</sup> Only the court may appoint a guardian ad litem.<sup>135</sup> Even if the beneficiary were the only one with the equitable interest, a court in the United States probably would not order termination

<sup>130</sup> For a discussion of the termination rights of a settlor of a revocable trust, see §8.2.2.2 of this handbook.

<sup>131</sup> See, e.g., *Estate of Cord*, 58 N.Y.2d 539, 449 N.E.2d 402, 462 N.Y.S.2d 622 (1983). See generally §8.2.2.1 of this handbook (Mid-course Modification, Termination, or Rescission of the Irrevocable Trust).

<sup>132</sup> See generally §4.1.2 of this handbook (Donor Standing: Reversionary and Expectation Interests).

<sup>133</sup> See generally Uniform Trust Code Art. 3 (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>) (dealing with representation of beneficiaries, e.g., personal representatives, trustees, guardians, and conservators, and what is known as virtual representation).

<sup>134</sup> See, e.g., *Nitsche v. St. Clair State Bank*, 46 S.W.3d 682 (Mo. App. 2001) (declining to approve the termination of a trust without the consent of the unborn and unascertained contingent remainder interests or their disinterested representatives). See generally §8.14 of this handbook (When a Guardian ad Litem (or Special Representative) Is Needed: Virtual Representation Issues) and §8.11 of this handbook (What Are the Duties of the Trustee of a Revocable Inter Vivos Trust?) (noting that the holder of a right of revocation or general inter vivos power of appointment may terminate a trust and in so doing extinguish the contingent interests of the other beneficiaries including the unborn and unascertained remaindermen). The holder of a general testamentary power of appointment could, under certain circumstances, consent to the termination of an irrevocable trust notwithstanding the interests of the unborn and unascertained remaindermen. See generally Uniform Trust Code §302 (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>) (providing that to the extent there is no conflict of interest between the holder of a general testamentary power of appointment and the persons represented with respect to the particular question or dispute, the holder may represent and bind persons whose interests, as permissible appointees, takers in default, or otherwise, are subject to the power).

<sup>135</sup> Cf. Uniform Trust Code §305 (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>) (substituting the term *representative* for the term *guardian ad litem* in part to signal that a representative may consider general benefit accruing to the living members of the family of the otherwise unrepresented beneficiary).

If the general inter vivos power, on the other hand, is only exercisable with the consent of the trustee, another beneficiary, or a third party not beneficially interested, then the interests of the other beneficiaries are less easily subverted by the holder.<sup>243</sup> This is because the holder's power then would not be the equivalent of ownership. A single-holder general inter vivos power of appointment subject to another's consent is not to be confused with a jointly held general inter vivos power of appointment (or power of withdrawal), which can only be exercised by all holders acting in concert. The joint power is a property-equivalent that belongs to the holders collectively. It would enable them, acting in concert, to issue binding instructions to the trustee, to include instructions that if carried out could have the effect of subverting the interests of the other beneficiaries.<sup>244</sup>

### §8.2.3 Termination and Distribution Issues

*Upon the occurrence of an event terminating or partially terminating a trust, the trustee shall proceed expeditiously to distribute the trust property to the persons entitled to it, subject to the right of the trustee to retain a reasonable reserve for the payment of debts, expenses, and taxes.*<sup>245</sup>

**Termination and distribution.** The trustee's responsibilities include "applying or distributing trust income and principal during the administration of the trust and upon its termination."<sup>246</sup> The job of the trustee is not finished on the date the trust terminates,<sup>247</sup> nor is necessarily the court's.<sup>248</sup> It is not until the trustee is done "winding up" the trust's administration, to include making distribution "in a manner consistent with the purposes of the trust and the interests of the beneficiaries," is the trustee relieved of fiduciary duties.<sup>249</sup> Upon termination, for example, the trustee may have to delay distribution until such time as the legitimate expenses of the trust have been paid,<sup>250</sup> or until certain tax or asset liquidity issues have

<sup>243</sup> Restatement (Third) of Trusts §74, cmt. g(1).

<sup>244</sup> *Id.*

<sup>245</sup> Uniform Trust Code §817(b) (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>).

<sup>246</sup> Restatement (Third) of Trusts §76(2)(d).

<sup>247</sup> Termination date means "the time at which it becomes the duty of the trustee to wind up administration of the trust." Restatement (Third) of Trusts §89, cmt. a. "This time ordinarily arrives at the expiration of the period for which the trust was created, not at the time when distribution is actually accomplished." *Id.*

<sup>248</sup> Up until final distribution—and sometimes thereafter—"the court retains jurisdiction, when called upon, to settle accounts and to resolve issues regarding trust management and distribution." Restatement (Third) of Trusts §89, cmt. b.

<sup>249</sup> Restatement (Third) of Trusts §89.

<sup>250</sup> Lewin on Trusts ¶24-02.



**CARY COLT PAYNE, CHTD.**

Attorney at Law

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

*EXHIBIT PAGE INTENTIONALLY LEFT BLANK*

**EXHIBIT "A"**



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

9 EIGHTH JUDICIAL DISTRICT COURT

10 CLARK COUNTY, NEVADA

11 In the Matter of the

12 THE CHRISTIAN FAMILY TRUST

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

13 Dated October 11, 2016

14 DECLARATION OF JACQUELINE UTKIN

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

- 16
- 17 1. I am a resident of the State of Hawaii and over the age of eighteen.
- 18
- 19 2. I am a retired Principal with the Miami Dade School District.
- 20
- 21 3. This Declaration is made and based on my own personal knowledge, except that
- 22 which is stated on information and belief; and, if called to testify, I could
- 23 competently do so.
- 24
- 25 4. I am Nancy Christian's ("Nancy") sister-in-law; Raymond T. Cristian, Sr.,
- 26 ("Tyrone") is my brother.
- 27 5. Susan Christian-Payne ("Susan"), and Rosemary Keach ("Rosemary") are my nieces
- 28 and Raymond Christian, Jr., ("Raymond, Jr.") is my nephew.
-

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

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

1 31. I know that Nancy's hearing aid was taken from her and that her medication was  
2 frequently withheld or unfilled by the Siblings.

3 32. I also know that the Siblings did not provide diabetic friendly food to either Tyrone  
4 or Nancy.

5 33. Nancy expressed to me that she was depressed and heart-sick over the way the  
6 Siblings were treating her and Tyrone.

7 34. Nancy relayed an instance to me when she was forced, by the Siblings, to take an  
8 unknown pill which made her sleep all day long.

9 35. I know of other instances when the Siblings tried to feed Nancy food which would  
10 have been very detrimental for her to eat as a diabetic.

11 36. The Siblings would yell at Nancy and curse at her for refusing to eat the unhealthy  
12 food they were trying to force upon her.

13 37. One such instance led to Nancy being kicked out of the home by the Siblings.

14 38. Around Christmas time, Nancy refused to eat the rich Italian food purchased by the  
15 siblings, this led to verbal abuse and eventually the Siblings physically removed  
16 Nancy from her Home.

17 39. They dropped her off at the Condo where Monte lives and left her there.

18 40. Sometime later, the siblings removed Nancy from the Condo where Monte lives only  
19 to kick her out of the home shortly before Tyrone's death.

20 41. Nancy was not invited to or even made aware of any funeral services for her  
21 husband.

22 42. The Siblings spent Trust money to travel to California, to rent an extravagant beach  
23 house, and to even enjoy a cruise when Tyrone passed away.



1 43. I know this because Tommy Christian, posted a tour of the beach house on Facebook  
2 and indicated that the Siblings were celebrating their Father's passing.

3 44. Although the Trust is for her benefit, I am aware that the Siblings have refused to  
4 provide Nancy with any money from the Trust, yet they have spent Trust money  
5 extravagantly for their own benefit.  
6

7 45. When Nancy was kicked out of the home by the Siblings, for the first time, Raymond  
8 Jr. expressed his desire that she go and die already and told her that he will "piss on  
9 her grave."

10 46. I was appalled by this particular event, but I was also relieved that Nancy was away  
11 from the Siblings and their abusive behavior.  
12

13 47. I know that Nancy's health has improved dramatically since moving in with her son  
14 Monte.

15 48. I know that Monte is caring and kind to Nancy and that she is much happier with him  
16 than with the Siblings.

17 49. I also know from my conversations with Nancy that she does not Trust the Siblings  
18 and believes that they hastened Tyrone's death and that they were attempting to  
19 hasten her death as well.  
20

21 50. In the weeks leading up to his death, Tyrone expressed to me his fear that the  
22 Siblings were "cheating" him and Nancy.

23 51. He relayed to me a specific story about a large sum of money being taken from his  
24 pockets by Susan while he was in bed.  
25

26 52. He further expressed fear that the Siblings would harm Nancy, emotionally,  
27 financially, or physically, and that he was too weak to do anything to help her.  
28

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

1 65. Nancy told me that the Siblings explained that they would not provide her a monthly  
2 stipend because it would diminish their shares when she passed away.

3 66. After Nancy escaped the Siblings attempt to force her into an assisted living facility,  
4 I know that Nancy exercised her right to remove the Siblings from the Trust on or  
5 around June 2017.  
6

7 67. I know that, despite his past mistakes, Nancy made Monte the new Trustee because  
8 she trusts Monte and has been completely devastated by the Siblings and their  
9 actions.  
10

11 68. I also know that Nancy spoke to another attorney about this change in trustee.

12 69. I know that Raymond Jr. is currently residing in the Trust owned home without  
13 paying rent to the Trust.

14 70. I also know that the Siblings have refused to turn over the assets belonging to the  
15 Trust despite their removal as Trustees.  
16

17 71. I have tried to avoid making public much of the information contained herein  
18 because I know that Nancy is embarrassed by the actions of her children – the  
19 Siblings – and what they have done to her and Tyrone.  
20

21 72. However, given the abuse detailed herein and the continued abuse by the Siblings  
22 through the litigation they are now pursuing, and in order to keep the promise I made  
23 to my brother, I am providing this declaration to ensure that Nancy is not subject to  
24 continued abuse and exploitation.  
25

26 73. Much of my knowledge is based on my conversations with Nancy and Tyrone which  
27 took place contemporaneously to the events described therein.  
28

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

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

6 Executed on this 17 day of October 2017

7  
8   
9 Jacqueline Utkin  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



**CARY COLT PAYNE, CHTD.**

Attorney at Law

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

*EXHIBIT PAGE INTENTIONALLY LEFT BLANK*

**EXHIBIT "B"**



Rec'd - 11-17-11

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

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the

Case Number: P-17-092512-T

THE CHRISTIAN FAMILY TRUST

Dept.: S

Dated October 11, 2016

**TRUSTOR'S RESPONSES TO FORMER TRUSTEES' FIRST SET OF  
INTERROGATORIES**

**RESPONDING PARTY:** NANCY CHRISTIAN ("Respondent") Trustor of the  
CHRISTIAN FAMILY TRUST dated October 11, 2016 ("Trust"),  
by and through their counsel ANTHONY L. BARNEY, ESQ. and  
TIFFANY S. BARNEY, ESQ., of the law office of ANTHONY  
L. BARNEY, LTD.

**PROPOUNDING PARTY:** Susan Christian-Payne, Raymond Christian Jr., Rosemary Keach,  
(collectively "Former Trustees"), by and through their counsel,  
CARY COLT PAYNE of the law office of CARY COLT  
PAYNE, CHTD.

Trustor Nancy Christian hereby responds to the following Interrogatories from the  
Former Trustees pursuant to Rule 33 of the Nevada Rules of Civil Procedure.

1           Objection. This Interrogatory seeks for information and documents that are already in  
2 the possession of the Former Trustees and thus such request is burdensome, intended to harass  
3 and annoy Respondent.

4           Nevertheless, and without waiving any objection stated herein Respondent provides the  
5 following response to the three interrogatories:

6           A. During the period when Nancy was at the trust owned property, 2848 Bluff Point Dr.,  
7 Las Vegas, NV 89134 ("Bluff Point Home") and through January 2017, the Former  
8 Trustees watched over Raymond Sr., and Respondent. Susie and Raymond Jr. lived next  
9 to her and would come over and prevent her from seeing her son, Monte Reason. After  
10 Raymond Jr. kicked Nancy out of the Bluff Point Home, Raymond Sr. would try to call  
11 Nancy, but he could not do so when the Former Trustees were around. Raymond Sr.  
12 told Nancy that he could not call her when the Former Trustees were around. There  
were various dates and times this conduct occurred.

13           B. The Former Trustees, Respondent and Jackie Utkin were witnesses to this treatment.

14           C. Documents shall be produced in conjunction with Request for Production 1(a).

15 **Interrogatory No. 2 [4-6]:**

16           In your Motion to Dismiss, filed August 17, 2017, you assert that "The Former Trustees  
17 fed Raymond junk food continuously, against doctor's orders, especially considering he was  
18 diabetic." Please state with specificity the occurrence, fact and opinion, including date, time,  
19 upon which this contention is based, and state the identity of each person having witnessed, or  
20 has personal or expert knowledge of the facts, and provide a copy of each document which  
contains information which tends to substantiate the facts alleged in your response.

21 **Response to Interrogatory No. 2(A-C) [4-6]:**

22           Objection. This Interrogatory seeks to incorporate several interrogatories into one  
23 interrogatory. This Interrogatory shall be treated as three separate interrogatories (A. request for  
24 information, B. request for identification of witnesses and C. request for documents) and each  
25 response shall be deemed and treated as if a separate interrogatory was propounded.

26           Objection. This Interrogatory seeks production of documents which is appropriate for a  
27 request for production.  
28

1       Objection. This Interrogatory seeks for information and documents that are already in  
2 the possession of the Former Trustees and thus such request is burdensome, intended to harass  
3 and annoy Respondent.

4       Nevertheless, and without waiving any objection stated herein Respondent provides the  
5 following response to the three interrogatories:

6       A. While Raymond Sr. and Nancy resided at the Bluff Point Home in December 2017, the  
7 Former Trustees, particularly Susie, would feed Raymond cupcakes, pastries and other  
8 sugary foods. When Nancy objected to feeding Raymond these foods because of his  
9 diabetes, Susie contended with her and shortly thereafter she was thrown out of the Bluff  
10 Point Home. There were numerous times and dates when the Former Trustees fed him  
inappropriate food given his diabetes.

11       B. The Former Trustees were witnesses to this treatment as well as Respondent and Jackie  
12 Utkin.

13       C. Documents shall be produced in conjunction with Request for Production 1(b).

14 **Interrogatory No. 3 [7-9]:**

15       In your Motion to Dismiss, filed August 17, 2017, you assert that "Nancy believes that  
16 sedatives were administered to her by the Former Trustees in her food because she slept all the  
17 time, while under the guard of the Former Trustees" Please state with specificity the  
18 occurrence, fact and opinion, including date, time, upon which this contention is based, and state  
19 the identity of each person having witnessed, or has personal or expert knowledge of the facts,  
20 and provide a copy of each document which contains information which tends to substantiate  
the facts alleged in your response.

21 **Response to Interrogatory No. 3(A-C) [7-9]:**

22       Objection. This Interrogatory seeks to incorporate several interrogatories into one  
23 interrogatory. This Interrogatory shall be treated as three separate interrogatories (A. request for  
24 information, B. request for identification of witnesses and C. request for documents) and each  
25 response shall be deemed and treated as if a separate interrogatory was propounded.

26       Objection. This Interrogatory seeks production of documents which is appropriate for a  
27 request for production.  
28



1           Objection. This Interrogatory seeks for information and documents that are already in  
2 the possession of the Former Trustees and thus such request is burdensome, intended to harass  
3 and annoy Respondent.

4           Nevertheless, and without waiving any objection stated herein Respondent provides the  
5 following response to the three interrogatories:

- 6           A. During the period when she was at the Bluff Point Home beginning in December 2017,  
7 Rosemary gave Nancy at least one pill to allegedly "relax" her. Rosemary would give  
8 her the pill with a glass of water for Nancy to drink so she could take it immediately.  
9 Nancy did not know what these pills were, but they made her sleep all the time.  
10          B. The Former Trustees were witnesses to this treatment as well as Respondent.  
11          C. Documents shall be produced in conjunction with Request for Production 1(c).

12 **Interrogatory No. 4 [10-12]:**

13           In your Motion to Dismiss, filed August 17, 2017, you assert that "Once when Nancy  
14 was suffering from chest pains she attempted to call 911, one of the Former Trustees snatched  
15 the phone out of her hand, yelled at Nancy, and gave Nancy a pill that made her sleep all day."  
16 Please state with specificity the occurrence, fact and opinion, including date, time, upon which  
17 this contention is based, and state the identity of each person having witnessed, or has personal  
18 or expert knowledge of the facts, and provide a copy of each document which contains  
19 information which tends to substantiate the facts alleged in your response.

20 **Response to Interrogatory No. 4(A-C)[10-12]:**

21           Objection. This Interrogatory seeks to incorporate several interrogatories into one  
22 interrogatory. This Interrogatory shall be treated as three separate interrogatories (A. request for  
23 information, B. request for identification of witnesses and C. request for documents) and each  
24 response shall be deemed and treated as if a separate interrogatory was propounded.

25           Objection. This Interrogatory seeks production of documents which is appropriate for a  
26 request for production.

27           Objection. This Interrogatory seeks for information and documents that are already in  
28 the possession of the Former Trustees and thus such request is burdensome, intended to harass  
and annoy Respondent.

          Nevertheless, and without waiving any objection stated herein Respondent provides the  
following response to the three interrogatories:

1 A. This event occurred in December 2017 or January 2017, before she was thrown out of  
2 her home by Raymond Jr., and occurred during the day. Rosemary gave Nancy the pill  
3 and Susie didn't care what Rosemary did, because Susie was usually the person in  
4 charge.

5 B. The Former Trustees, Respondent and Jackie Utkin were witnesses to this treatment.

6 C. Documents shall be produced in conjunction with Request for Production 1(d).

7 **Interrogatory No. 5 [13-15]:**

8 In your Motion to Dismiss, filed August 17, 2017, you assert that "Once when Nancy  
9 was suffering from chest pains she attempted to call 911, one of the Former Trustees snatched  
10 the phone out of her hand, yelled at Nancy, and gave Nancy a pill that made her sleep all day."  
11 Please state with specificity the occurrence, fact and opinion, including date, time, upon which  
12 this contention is based, and state the identity of each person having witnessed, or has personal  
13 or expert knowledge of the facts, and provide a copy of each document which contains  
14 information which tends to substantiate the facts alleged in your response.

15 **Response to Interrogatory No. 5(A-C) [13-15]:**

16 Objection. This Interrogatory seeks to incorporate several interrogatories into one  
17 interrogatory. This Interrogatory shall be treated as three separate interrogatories (A. request for  
18 information, B. request for identification of witnesses and C. request for documents) and each  
19 response shall be deemed and treated as if a separate interrogatory was propounded.

20 Objection. This Interrogatory seeks production of documents which is appropriate for a  
21 request for production.

22 Objection. This Interrogatory seeks for information and documents that are already in  
23 the possession of the Former Trustees and thus such request is burdensome, intended to harass  
24 and annoy Respondent.

25 Nevertheless, and without waiving any objection stated herein Respondent provides the  
26 following response to the three interrogatories:

27 A. This event occurred in December 2017 or January 2017, before she was thrown out of  
28 her home by Raymond Jr., and occurred during the day. Rosemary gave Nancy the pill  
and Susie didn't care what Rosemary did, because Susie was usually the person in  
charge.

B. The Former Trustees, Respondent and Jackie Utkin were witnesses to this treatment.

1 with specificity the occurrence, fact and opinion, including date, time, upon which this  
2 contention is based, and state the identity of each person having witnessed, or has personal or  
3 expert knowledge of the facts, and provide a copy of each document which contains information  
4 which tends to substantiate the facts alleged in your response.

5 **Response to Interrogatory No. 8(A-C) [22-24]:**

6 Objection. This Interrogatory seeks to incorporate several interrogatories into one  
7 interrogatory. This Interrogatory shall be treated as three separate interrogatories (A. request for  
8 information, B. request for identification of witnesses and C. request for documents) and each  
9 response shall be deemed and treated as if a separate interrogatory was propounded.

10 Objection. This Interrogatory seeks production of documents which is appropriate for a  
11 request for production.

12 Objection. This Interrogatory seeks for information and documents that are already in  
13 the possession of the Former Trustees and thus such request is burdensome, intended to harass  
14 and annoy Respondent.

15 Nevertheless, and without waiving any objection stated herein Respondent provides the  
16 following response to the three interrogatories:

17 A. This event occurred in January 2017 through February 2017.

18 B. The Former Trustees were witnesses to this treatment as well as Respondent, Monte  
19 Reason, Jackie Utkin and Annice, the youngest sister of Raymond Sr.

20 C. Documents shall be produced in conjunction with Request for Production 1(g).

21 **Interrogatory No. 9 [25-27]:**

22 In your Motion to Dismiss, filed August 17, 2017, you assert that "After Nancy  
23 recovered from the effects of the mental, physical, and emotional abuse she suffered at the  
24 hands of the Former Trustees, she retained the undersigned attorney to investigate the matter  
25 and work on a solution." Please state with specificity the occurrence, fact and opinion,  
26 including date, time, upon which this contention is based, and state the identity of each person  
27 having witnessed, or has personal or expert knowledge of the facts, and provide a copy of each  
28 document which contains information which tends to substantiate the facts alleged in your  
response.

///



1 **Response to Interrogatory No. 9(A-C) [25-27]:**

2       Objection. This Interrogatory seeks to incorporate several interrogatories into one  
3 interrogatory. This Interrogatory shall be treated as three separate interrogatories (A. request for  
4 information, B. request for identification of witnesses and C. request for documents) and each  
5 response shall be deemed and treated as if a separate interrogatory was propounded.

6       Objection. This Interrogatory seeks production of documents which is appropriate for a  
7 request for production.

8       Nevertheless, and without waiving any objection stated herein Respondent provides the  
9 following response to the three interrogatories:

10       A. Respondent had an initial consultation with the attorneys at the law office of Anthony L.  
11 Barney, Ltd., on February 16, 2017, thereafter meetings occurred at various dates and  
12 times in March 2017 through the present month.

13       B. Respondent and the staff at Anthony L. Barney, Ltd. are witnesses to these meetings.  
14 The staff of Anthony L. Barney, Ltd. consists of Anthony L. Barney, Esq., Tiffany S.  
15 Barney, Esq., Zachary Holyoak, Esq., and Neva Liebe, administrative assistant  
16 (hereinafter "Staff of Anthony L. Barney, Ltd.").

17       C. Documents shall be produced in conjunction with Request for Production 1(h).

18 **Interrogatory No. 10 [28-30]:**

19       In your Motion to Dismiss, filed August 17, 2017, you assert that "The undersigned  
20 sought information from the Former Trustees and made requests for information pursuant to the  
21 terms of the Trust and also made requests for distributions from the Trust for Nancy's physical  
22 and mental well-being." Please state with specificity the occurrence, fact and opinion, including  
23 date, time, upon which this contention is based, and state the identity of each person having  
24 witnessed, or has personal or expert knowledge of the facts, and provide a copy of each  
25 document which contains information which tends to substantiate the facts alleged in your  
26 response.

27 **Response to Interrogatory No. 10(A-C) [28-30]:**

28       Objection. This Interrogatory seeks to incorporate several interrogatories into one  
interrogatory. This Interrogatory shall be treated as three separate interrogatories (A. request for  
information, B. request for identification of witnesses and C. request for documents) and each  
response shall be deemed and treated as if a separate interrogatory was propounded.



**CARY COLT PAYNE, CHTD.**

Attorney at Law

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

*EXHIBIT PAGE INTENTIONALLY LEFT BLANK*

**EXHIBIT "C"**



Marj Arena &lt;marja.carycoltpayne@gmail.com&gt;

**Fw: Re: Christian-Blocked account**

1 message

Cary Payne &lt;carycoltpaynechtd@yahoo.com&gt;

Wed, Feb 14, 2018 at 9:40 AM

Reply-To: Cary Payne &lt;carycoltpaynechtd@yahoo.com&gt;

To: Susan Payne &lt;paynegirl@aol.com&gt;, Marj Arena &lt;marja.carycoltpayne@gmail.com&gt;

Sincerely,

Cary Colt Payne, Esq.

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, NV 89101 Tel. (702) 383-9010 Fax: (702) 383-9049

Email: carycoltpaynechtd@yahoo.com

Web: carycoltpaynechtd.com

lasvegasarmstrust.com

Privileged and Confidential This email including attachments is intended for the person(s) or company named and may contain confidential and/or legally privileged information. Unauthorized disclosure, copying or use of this information may be unlawful and is prohibited. This email and any attachments are believed to be free of any virus or other defect that might affect any computer into which it is received and opened, and it is the responsibility of the recipient to ensure it is virus free, and no responsibility is accepted by Cary Colt Payne, Chtd. for any loss or damage arising in any way from its use. If you have received this communication in error, please immediately notify the sender at (702) 383-9010 and delete this e-mail message and any attachments from your workstation and/or network mail system.

----- Forwarded Message -----

**From:** Jerimy Kirschner <jerimy@jkirschnerlaw.com>**To:** Cary Payne <carycoltpaynechtd@yahoo.com>**Cc:** Marj Arena <marja.carycoltpayne@gmail.com>; Alexandra Medina <amedina.ccpayne@gmail.com>; Sarah Mintz <sarah@jkirschnerlaw.com>**Sent:** Monday, February 12, 2018, 4:35:28 PM PST**Subject:** Re: Christian-Blocked account

Hello Mr. Payne,

Thank you for the apology, I know you are very busy. However, I am really hoping to move this along.

You and your clients' represented in court that the *trust* had an EIN. Your statement about the nature of EIN is incorrect, the EIN is for the *trust*, not for the "Trust + a Certain Trustee." Changing trustees does not mean the trust needs a new EIN, instead you change the responsible party.

Please provide the EIN by Wednesday the 14th. We will also be looking for further documentary evidence of the trust assets being in a blocked account.

On Mon, Feb 12, 2018 at 3:50 PM, Cary Payne <carycoltpaynechtd@yahoo.com> wrote:  
Jeremy, sorry for the delay. Your State Bar allegations have prevented me from responding timely to some of these request.

Your correct that the one account number you referenced earlier is the blocked account. If I recall that the Chase Savings account. We are still waiting for the correspondence from the Chase bank.

As to an EIN number, as you should know this is number assigned to an individual applicant. It requires confidential information (e.g., the fiduciary to give the IRS his or her own TIN). The number is then issued to that individual, fiduciary, entity who then uses the same to file the applicable returns. For obvious reasons this number should never be "shared". If you need further explanation as to the potential adverse tax consequences of using someone else say e.g., SSN maybe you should ask your tax consultant, or better yet Barney (then you can both "bill" for this again)!

Let me know if you any other questions re. any of these.

Sincerely,

Cary Colt Payne, Esq.

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, NV 89101 Tel. (702) 383-9010 Fax: (702) 383-9049

Email: carycoltpaynechtd@yahoo.com

Web: carycoltpaynechtd.com

lasvegasarmstrust.com

Privileged and Confidential This email including attachments is intended for the person(s) or company named and may contain confidential and/or legally privileged information. Unauthorized disclosure, copying or use of this information may be unlawful and is prohibited. This email and any attachments are believed to be free of any virus or other defect that might affect any computer into which it is received and opened, and it is the responsibility of the recipient to ensure it is virus free, and no responsibility is accepted by Cary Colt Payne, Chtd. for any loss or damage arising in any way from its use. If you



have received this communication in error, please immediately notify the sender at (702) 383-9010 and delete this e-mail message and any attachments from your workstation and/or network mail system.

On Friday, February 9, 2018, 3:20:28 PM PST, Jeremy Kirschner <jeremy@jkirschnerlaw.com> wrote:

I am following up on this. Can you provide me the EIN? My client cannot open a trust account and cash the check without it.

On Mon, Feb 5, 2018 at 10:04 AM, Jeremy Kirschner <jeremy@jkirschnerlaw.com> wrote:

Hello Cary,

Thank you for the update. To be clear, that #6040 is not frozen, right?

Can you provide the EIN for the Trust so we can open the account for \$5,000 in its name? Afterwards my client will have the check deposited.

Finally, you signed the check over to Trustee Utkin, which should not be an issue, but it brings me to a point of clarification. Are your clients willing to agree/stipulate to my client being the Trustee? Otherwise we are seeking to have the petition to confirm her as trustee heard on order shortening time to avoid any disputes as to her authority to act on behalf of the trust. Absent such an order/agreement it makes it difficult for resolution on any outstanding issues.

On Thu, Feb 1, 2018 at 3:54 PM, Cary Payne <carycoltpaynechtd@yahoo.com> wrote:

Jeremy, I wanted to follow up since the last email. As you know the State Bar has opened up a formal investigation re. your complaints. This obviously severely limits me as what can or should be said.

I felt important enough to clarify two points. First, to the \$7,264.17 accounts transfer (1/22/18). Susan informs that was transferred into the acct. 6040 (checking) to be utilized to pay any expenses as was discussed with Judge Ochoa. The other account end. 4816 which is savings is the "blocked" account with the remaining (\$423,828.93) balance. Susan has again asked for additional (formal) written documentation from Chase as to confirm the entire processes. She was informed that it would take 7-10 days to hear back from Chase, NA with some additional correspondence.

Lastly, it has been over 10 plus days (1/19/18) since we sent your office \$5,000.00. (check number 10296) -from the blocked funds per the court's order. As of this afternoon (2/1/18) it still has not cleared my US bank CTA. Do the extent that could impact the Bar's investigation (as it does not balance, since your holding the funds) please inform the State Bar as to you and your client intentions.

Sincerely,

Cary Colt Payne, Esq.  
CARY COLT PAYNE, CHTD.  
700 South Eighth Street  
Las Vegas, NV 89101 Tel. (702) 383-9010 Fax: (702) 383-9049  
Email: carycoltpaynechtd@yahoo.com  
Web: carycoltpaynechtd.com  
lasvegasarmstrust.com

Privileged and Confidential This email including attachments is intended for the person(s) or company named and may contain confidential and/or legally privileged information. Unauthorized disclosure, copying or use of this information may be unlawful and is prohibited. This email and any attachments are believed to be free of any virus or other defect that might affect any computer into which it is received and opened, and it is the



responsibility of the recipient to ensure it is virus free, and no responsibility is accepted by Cary Colt Payne, Chtd. for any loss or damage arising in any way from its use. If you have received this communication in error, please immediately notify the sender at (702) 383-9010 and delete this e-mail message and any attachments from your workstation and/or network mail system.

--

Jeremy Kirschner, Esq.  
Managing Partner  
Jeremy Kirschner & Associates PLLC

**NEVADA**

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

**WASHINGTON**

1326 Tacoma Ave S #200  
Tacoma, WA 98402  
Phone: (206) 623-4444  
Fax (206) 538-2008

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

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

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

--

Jeremy Kirschner, Esq.  
Managing Partner  
Jeremy Kirschner & Associates PLLC

**NEVADA**

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

**WASHINGTON**

1326 Tacoma Ave S #200  
Tacoma, WA 98402  
Phone: (206) 623-4444  
Fax (206) 538-2008

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

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

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

--

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

**NEVADA**

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

**WASHINGTON**

1326 Tacoma Ave S #200  
Tacoma, WA 98402  
Phone: (206) 623-4444  
Fax (206) 538-2008

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

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

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



**CARY COLT PAYNE, CHTD.**

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

***EXHIBIT PAGE INTENTIONALLY LEFT BLANK***

**EXHIBIT “D”**

Subject: Re: Christian Trust (P-17-092512-T) Objection to Petition for Fees \$62,105.64, etc.

From: jerimy@jkirschnerlaw.com

To: carycoltpaynechtd@yahoo.com

Cc: marja.carycoltpayne@gmail.com

Date: Monday, February 12, 2018, 4:13:16 PM PST

Hello Mr. Payne,

Thank you for the correspondence. Will you execute a stipulation and order confirming my client as the successor trustee to ensure that my client is not fighting battles on behalf of beneficiaries only to later be challenged as to whether she had standing to do so? Your clients' conflicting positions (1. That my client is not trustee; and 2. That my client is obligated to fight on behalf of the trust) makes it difficult and risky for her to wade deeper into this battle without the comfort of a court order. Alternatively, an acknowledgement from your clients of Trustee Utkin's authority would go a long way.

On Mon, Feb 12, 2018 at 3:32 PM, Cary Payne <carycoltpaynechtd@yahoo.com> wrote:

Dear Mr. Kirschner:

As you know I represent both the original Trustees, and the majority beneficiaries under the above trust. You as counsel, and as the Attorney for Ms. Utkin have the duty to safeguard trust property, nor permit improper wairst of trust assets, etc. We are in receipt of the Barney Petition for fees and costs and putting you on Notice and demand the both of you take the necessary steps to protect this trust. This would and should include you filing an objection in this matter. Should you refuse to do this we will reserve any and all right for your failure to carry out your requisite fiduciary duties. ✓

Be advised this is a formal request for you to act and you are on Notice.

Sincerely,

Cary Colt Payne, Esq.

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, NV 89101 Tel. (702) 383-9010 Fax: (702) 383-9049

Email: [carycoltpaynechtd@yahoo.com](mailto:carycoltpaynechtd@yahoo.com)

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

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

Privileged and Confidential This email including attachments is intended for the person(s) or company named and may contain confidential and/or legally privileged information. Unauthorized disclosure, copying or use of this information may be unlawful and is prohibited. This email and any attachments are believed to be free of any virus or other defect that might affect any computer into which it is received and opened, and it is the responsibility of the recipient to ensure it is virus free, and no responsibility is accepted by Cary Colt Payne, Chtd. for any loss or damage arising in any way from its use. If you have received this communication in error, please immediately notify the sender at (702) 383-9010 and delete this e-mail message and any attachments from your workstation and/or network mail system.

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

**NEVADA**

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

**WASHINGTON**

1326 Tacoma Ave S #200  
Tacoma, WA 98402  
Phone: (206) 623-4444  
Fax (206) 538-2008

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

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

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





**CARY COLT PAYNE, CHTD.**

Attorney at Law

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

***EXHIBIT PAGE INTENTIONALLY LEFT BLANK***

**EXHIBIT "E"**

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

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

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

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

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

**Neva Liebe**  
Administrative Assistant

**Website Address**  
<http://www.anthonybarney.com>

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

September 21, 2017

Cary Colt Payne, Esq.  
700 South Eighth Street  
Las Vegas, Nevada 89101

VIA HAND-DELIVERY

Re: McGuire Family Trust Dated October 18, 1991 ("Trust")

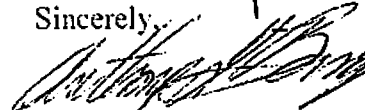
Dear Mr. Payne,

///

///

file if  
today's  
my co-counsel in the Grasso case intend to

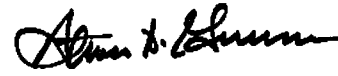
Sincerely,



Anthony L. Barney, Esq.

Cc: J. Kirschner, Esq.





CLERK OF THE COURT

Electronically Filed  
May 09 2017 01:50 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

1 ANTHONY L. BARNEY, ESQ.

State Bar No. 8366

2 TIFFANY S. BARNEY, ESQ.

State Bar No. 9754

3 ANTHONY L. BARNEY, LTD.

3317 W. Charleston Blvd., Suite B

4 Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

5 Fax: (702) 259-1116

office@anthonybarney.com

6 JERIMY KIRSCHNER, ESQ.

State Bar No. 12012

7 Jerimy Kirschner & Associates, PLLC

8 3333 E. Serene Ave., Suite 150

Henderson, NV 89074

9 Telephone: 702-563-4444

Fax: 702-563-4445

10 Email: jerimy@jkirschnerlaw.com

11 *Attorneys for Guardian LaDonna Grasso*

12 **EIGHTH JUDICIAL DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 In the Matter of the Guardianship of

Case No.: G-16-043377-A

15 **GIULIAN GRASSO**

Dept: M

16 An Adult Protected Person.

17 **NOTICE OF APPEAL**

18 **TO: GIULIAN GRASSO**, Protected Person, by and through his counsel DANIEL  
19 **GOODSELL, ESQ**, of the law office of Goodsell & Olsen, LLP;

20 **TO: JEFFREY GRASSO**, Guardian, by and through is attorney Mark Hafer, Esq., of the  
21 law firm of Michael R. Mushkin & Associates;

22 **TO: LADONNA GRASSO**, Guardian, by and through their counsel Jerimy Kirschner, Esq.,  
23 of the law office of Jerimy L. Kischner & Associates, PLLC and Anthony L. Barney,  
24 Esq., and Tiffany Barney, Esq., of the law office of Anthony L. Barney, Ltd.;

25 **TO: MEDICAID ESTATE RECOVERY;**



**CARY COLT PAYNE, CHTD.**

Attorney at Law

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

***EXHIBIT PAGE INTENTIONALLY LEFT BLANK***

**EXHIBIT "F"**



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

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

FRIDAY



Hello Mrs. Barney,

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





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

Dear Mr. Kirschner –

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

Sincerely,

Neva Liebe

Legal Secretary

Anthony L. Barney, Ltd.

3317 W. Charleston Blvd., Suite B

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

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

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

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

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

Neva Lieke  
Administrative Assistant

Website Address  
www.anthonybarney.com

E-mail Address  
office@anthonybarney.com

January 26, 2018

Jeremy L. Kirschner, Esq.  
Jeremy 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).

*Legal  
adviser*

*FRIDAY*  
*Drafted 1/25/18*  
*see Billing*  
*Stat.*  
*(3.8*  
*hours)*

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**

*How  
know  
this*

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

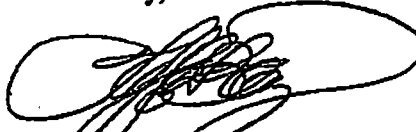
*Los  
file*

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,



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

Encl: Bills dated from February 2017 to January 2018



**CARY COLT PAYNE, CHTD.**

Attorney at Law

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

***EXHIBIT PAGE INTENTIONALLY LEFT BLANK***

**EXHIBIT "G"**



**ANTHONY L. BARNEY, LTD**  
Attorneys and Counselors at Law3317 W. Charleston Boulevard, Suite B  
Las Vegas, Nevada 89102-1835Telephone: (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 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
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
<b>Total</b>			<b>\$2,536.00</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$2,536.00</b>

**ANTHONY L. BARNEY, LTD**

Attorneys and Counselors at Law

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

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

www.anthonybarney.com

**Invoice**

Invoice #: 2659

Invoice Date: 1/15/2018

Due Date: 1/30/2018

Case:

Client Number:

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

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

**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.anthonysbarney.com

**Invoice**

Invoice #: 2720

Invoice Date: 1/31/2018

Due Date: 2/15/2018

Case:

Client Number:

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

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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

**NOT A FINAL  
BILL****Total \$1,932.74****Payments/Credits \$0.00****Balance Due \$1,932.74**

**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 #: 2659

Invoice Date: 1/15/2018

Due Date: 1/30/2018

Case:

Client Number:

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

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

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

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

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

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



**CARY COLT PAYNE, CHTD.**

Attorney at Law

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

*EXHIBIT PAGE INTENTIONALLY LEFT BLANK*

**EXHIBIT "H"**



## Anthony L. Barney

**From:** Jerimy Kirschner <jerimy@kirschnerlaw.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

" 3" BUS. DAY / later

Hello Tiffany,

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

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

Dear Mr. Kirschner –

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

Sincerely,

Tiffany S. Barney

Attorney at Law

Anthony L. Barney, Ltd.

3317 W. Charleston Blvd., Suite B

Las Vegas, NV 89102-1835

O: 702-438-7878

F: 702-259-1116

tiffany@anthonybarney.com

www.anthonybarney.com

Never talked to Benneficanis?

This e-mail message is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally privileged. This message and any files attached hereto are confidential and are for the sole use of the intended recipient. IF YOU ARE NOT THE INTENDED RECIPIENT OF THE MESSAGE, PLEASE NOTIFY THE SENDER IMMEDIATELY BY RETURN E-MAIL OR TELEPHONE (702.438-7878), DELETE THE ORIGINAL MESSAGE INCLUDING ALL ATTACHMENTS, AND DESTROY ALL HARD COPIES. ANY UNAUTHORIZED REVIEW, DISTRIBUTION, DISCLOSURE, COPYING, USE, OR DISSEMINATION, EITHER WHOLE OR IN PART, IS STRICTLY PROHIBITED. If you are the intended recipient, please be aware that since e-mails can be altered electronically, the integrity of this communication cannot be guaranteed without using digital signatures or encryption. If you are interested in sending or receiving PGP-signed or PGP-



**CARY COLT PAYNE, CHTD.**

Attorney at Law

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

***EXHIBIT PAGE INTENTIONALLY LEFT BLANK***

**EXHIBIT "I"**

Subject: Re: Christian Trust (P-17-092512-T) Objection to Petition for Fees \$62,105.64, etc.

---

From: carycoltpaynechtd@yahoo.com

To: jerimy@jkirschnerlaw.com

Cc: marja.carycoltpayne@gmail.com

-

Date: Thursday, February 15, 2018, 4:31:47 PM PST

---

Jerimy:

I thought my email was pretty straight forward.

For the record you assert your client J. Utkin is the Trustee of the Christian trust . We will not be stipulating to this so just move on. You also claim that your are Mrs.Utkin's attorney. As such I am asking for you and your client to also respond to the following-rather simple questions.

1. Since you have already taken the position to **not** oppose (object) The Barney Petition for Fees, what is Ms. Utkins basis for that position? Was this based on legal advise or some other position?
2. Do you also represent the Trust?
3. If you do not represent the trust, what is your basis?
4. How are you being paid?
5. Do you have a fee agreement, if so in what capacity and how was it signed?
6. Does Mrs. Utkin in any capacity intend to be compensated or paid, If so then what are the amounts, and the nature of the intended services?

These are not difficult questions, timely response is appreciated.

Sincerely,

Cary Colt Payne, Esq.

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, NV 89101 Tel. (702) 383-9010 Fax: (702) 383-9049

Email: [carycoltpaynechtd@yahoo.com](mailto:carycoltpaynechtd@yahoo.com)

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

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

this communication in error, please immediately notify the sender at (702) 383-9010 and delete this e-mail message and any attachments from your workstation and/or network mail system.

On Thursday, February 15, 2018, 8:45:27 AM PST, Jerimy Kirschner <[jerimy@jkirschnerlaw.com](mailto:jerimy@jkirschnerlaw.com)> wrote:

Hello Mr. Payne,

I am a bit confused by your email. There has been no pre-condition presented. But now that you are confirming we are trust counsel I think it helps. If I circulate a stipulation and order confirming my client as trustee will you sign?

On Wed, Feb 14, 2018 at 2:05 PM, Cary Payne <[carycoltpaynechtd@yahoo.com](mailto:carycoltpaynechtd@yahoo.com)> wrote:

Jerimy, can you please clarify you and your clients position. Are you saying she has no duty to object, or you as trust Counsel saying you want object unless we concede to your demands?

Sincerely,

Cary Colt Payne, Esq.

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, NV 89101 Tel. (702) 383-9010 Fax: (702) 383-9049

Email: [carycoltpaynechtd@yahoo.com](mailto:carycoltpaynechtd@yahoo.com)

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

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

**Privileged and Confidential** This email including attachments is intended for the person(s) or company named and may contain confidential and/or legally privileged information. Unauthorized disclosure, copying or use of this information may be unlawful and is prohibited. This email and any attachments are believed to be free of any virus or other defect that might affect any computer into which it is received and opened, and it is the responsibility of the recipient to ensure it is virus free, and no responsibility is accepted by Cary Colt Payne, Chtd. for any loss or damage arising in any way from its use. If you have received this communication in error, please immediately notify the sender at (702) 383-9010 and delete this e-mail message and any attachments from your workstation and/or network mail system.

On Monday, February 12, 2018, 4:13:16 PM PST, Jerimy Kirschner <[jerimy@jkirschnerlaw.com](mailto:jerimy@jkirschnerlaw.com)> wrote:

Hello Mr. Payne,

Thank you for the correspondence. Will you execute a stipulation and order confirming my client as the successor trustee to ensure that my client is not fighting battles on behalf of beneficiaries only to later be challenged as to whether she had standing to do so? Your clients' conflicting positions (1. That my client is not trustee; and 2. That my client is obligated to fight on behalf of the trust) makes it difficult and risky for her to wade deeper into this battle without the comfort of a court order. Alternatively, an acknowledgement from your clients of Trustee Utkin's authority would go a long way.

On Mon, Feb 12, 2018 at 3:32 PM, Cary Payne <[carycoltpaynechtd@yahoo.com](mailto:carycoltpaynechtd@yahoo.com)> wrote:

Dear Mr. Kirschner:

As you know I represent both the original Trustees, and the majority beneficiaries under the above trust. You as counsel, and as the Attorney for Ms. Utkin have the duty to safeguard trust property, nor permit improper waist of trust assets, etc. We are in receipt of the Barney Petition for fees and costs and putting you on Notice and demand the both of you take the necessary steps to protect this trust. This would and should include you filing an objection in this matter. Should you refuse to do this we will reserve any and all right for your failure to carry out your requisite fiduciary duties.

Be advised this is a formal request for you to act and you are on Notice.

Sincerely,

Cary Colt Payne, Esq.

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, NV 89101 Tel. (702) 383-9010 Fax: (702) 383-9049

Email: [carycoltpaynechtd@yahoo.com](mailto:carycoltpaynechtd@yahoo.com)

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

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

Privileged and Confidential This email including attachments is intended for the person(s) or company named and may contain confidential and/or legally privileged information. Unauthorized disclosure, copying or use of this information may be unlawful and is prohibited. This email and any attachments are believed to be free of any virus or other defect that might affect any computer into which it is received and opened, and it is the responsibility of the recipient to ensure it is virus free, and no responsibility is accepted by Cary Colt Payne, Chtd. for any loss or damage arising in any way from its use. If you have received this communication in error, please immediately notify the sender at (702) 383-9010 and delete this e-mail message and any attachments from your workstation and/or network mail system.

--  
Jeremy Kirschner, Esq.  
Managing Partner  
Jeremy Kirschner & Associates PLLC

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

**WASHINGTON**  
1326 Tacoma Ave S #200  
Tacoma, WA 98402  
Phone: (206) 623-4444  
Fax (206) 538-2008

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



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

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

--

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

**NEVADA**

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

**WASHINGTON**

1326 Tacoma Ave S #200  
Tacoma, WA 98402  
Phone: (206) 623-4444  
Fax (206) 538-2008

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

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

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

*Steven D. Grierson*

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

*Attorney for Jacqueline Utkin,  
Successor Trustee to the Christian 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

**ORDER GRANTING PETITION TO CONFIRM SUCCESSOR TRUSTEE AND DENYING  
COUNTER-PETITION FOR REINSTATEMENT OF CO-PETITIONERS**

This matter having come before this Court on March 15, 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) PETITION TO CONFIRM SUCCESSOR TRUSTEE; AND

(2) COUNTER-PETITION FOR REINSTATEMENT OF CO-PETITIONERS

**RECEIVED**  
**MAR 27 2018**  
**DEPT. S**

1 Jeremy Kirschner, Esq. having appeared on behalf of Jacqueline Utkin, Trustee of The Christian  
2 Family Trust Dated October 11, 2016; Cary C. Payne, Esq. having appeared on behalf of Susan  
3 Christian Payne, Raymond Christian, and Rosemary Keach ("Counter-Petitioners"); Joey Powell,  
4 Esq. and Danels Kiefer, Esq. having appeared on behalf of Monte Brian Reason, beneficiary, and  
5 trustee to the Nancy Christian Trust and executor to the Nancy Christian Estate ("Monte"); and  
6 Zachary Holyoak, Esq. and Anthony L. Barney having appeared on behalf of creditor Anthony L.  
7 Barney, Ltd. ("creditor"); this Court having considered papers and pleadings on file, the statements  
8 of counsel, and for good cause appearing:

9 **THE COURT HEREBY FINDS THAT:** the language of The Christian Family Trust  
10 Dated October 11, 2016 ("Trust") is clear and unambiguous.

11 **THE COURT FURTHER FINDS THAT:** Trustor Nancy Christian's modification to  
12 name Monte Reason trustee was permitted pursuant to the clear and unambiguous terms of the  
13 Trust.

14 **THE COURT FURTHER FINDS THAT:** Monte Reason's nomination of Jacqueline  
15 Utkin to serve as successor trustee was permitted pursuant to the clear and unambiguous terms of  
16 the Trust.

17 **THE COURT FURTHER FINDS THAT:** Jacqueline Utkin has accepted the appointment  
18 to serve as successor trustee to the Trust.

19 **THE COURT FURTHER FINDS THAT:** Jacqueline Utkin is the successor trustee to the  
20 Trust.

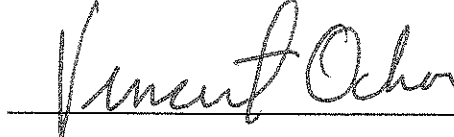
21 **THE COURT FURTHER ORDERS THAT:** Jacqueline Utkin petition confirming her as  
22 Successor Trustee of the Trust is **GRANTED**.

23 **THE COURT FURTHER ORDERS THAT:** the Counter-Petition For Reinstatement Of  
24 Co-Petitioners Susan Christian Payne, Raymond Christian, and Rosemary Keach is **DENIED**.

1 **THE COURT FURTHER ORDERS THAT:** Counter-Petitioners must provide the EIN  
2 for the trust within seven (7) days of the Hearing.

3 **IT IS SO ORDERED.**

4 DATED this 30 day of March, 2018

6 

8 **DISTRICT COURT JUDGE VINCENT OCHOA**

9 VINCENT OCHOA

10 Respectfully Submitted by

11 DATED this 16<sup>th</sup> day of March, 2018.

12 JERIMY KIRSCHNER & ASSOCIATES, PLLC

13 /s/ Jeremy L. Kirschner, Esq. 

14 JERIMY L. KIRSCHNER, ESQ.

15 Nevada Bar No. 12012

15 5550 Painted Mirage Rd., Suite 320

16 Las Vegas, NV 89149

16 *Attorney for Jacqueline Utkin, Successor Trustee*

17 **APPROVE/DISAPPROVE**

18 CARY COLT PAYNE, CHTD.

20 REFUSED TO SIGN

21 Cary Colt Payne, Esq.

21 Cary Colt Payne, Chtd.

22 700 S. 8th St.

22 Las Vegas, NV 89101

23 *Attorney for Susan Christian-Payne,*

23 *Rosemary Keach and Raymond Christian, Jr.*