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CLERK OF THE COURT

Marquis Aurbach Coffing
MICAH S. ECHOLS, ESQ.
Nevada Bar No. 8437
10001 Park Run Drive
Las Vegas, Nevada 89145
Telephone: (702) 382-0711
Facsimile: (702) 382-5816
mechols@maclaw.com
Attorneys for Defendant William B. Cashion Trust and Angela Hayden, as Trustee of the William B. Cashion Trust.

DISTRICT COURT

CLARK COUNTY, NEVADA

William B. Cashion,

Plaintiff,

vs.

William B. Cashion Trust.

Defendants.

Case No.: A653097
Dept. No.: XXXI

NOTICE OF ENTRY OF AMENDED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

Please take notice that on May 11, 2012, the Amended Findings of Fact, Conclusions of Law, and Order was entered in the above-referenced Court. A copy of said Amended Findings of Fact, Conclusions of Law, and Order is attached hereto for reference.

Dated this 16TH day of May, 2012.

MARQUIS AURBACH COFFING

By _____
MICAH S. ECHOLS, ESQ.
Nevada Bar No. 8437
10001 Park Run Drive
Las Vegas, Nevada 89145
Attorneys for Defendant William B. Cashion Trust and Angela Hayden, as Trustee of the William B. Cashion Trust

MARQUIS AURBACH COFFING
10001 Park Run Drive
Las Vegas, Nevada 89145
(702) 382-0711 FAX: (702) 382-5816

Docket 60925 Document 2012-16335

CERTIFICATE OF MAILING

I hereby certify that on the 16th day of May, 2012, I served a copy of the foregoing **NOTICE OF ENTRY OF AMENDED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER** upon each of the parties by depositing a copy of the same in a sealed envelope in the United States Mail, Las Vegas, Nevada, First-Class Postage fully prepaid, and addressed to:

Elizabeth Brickfield, Esq.
Marla J. DaVee, Esq.
Lionel, Sawyer & Collins
300 S. Fourth St., #1700
Las Vegas, NV 89101
Attorneys for William B. Cashion

Bradley J. Richardson, Esq.
Kenneth E. Hogan, Esq.
Gordon Silver
3960 H. Hughes Pkwy, 9th Floor
Las Vegas, NV 89169
Attorneys for William B. Cashion Trust and Angela Hayden as Trustee

David N. Salmon, Esq.
Salmon & Associates
7495 W. Azure Dr., #224
Las Vegas, NV 89130
Attorneys for Mark Hayden

and that there is a regular communication by mail between the place of mailing and the places so addressed.

Leah Dell, an employee of
Marquis Aurbach Coffing

MARQUIS AURBACH COFFING
10001 Park Run Drive
Las Vegas, Nevada 89145
(702) 382-0711 FAX: (702) 382-5816

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CLERK OF THE COURT

AFFCL

DISTRICT COURT
CLARK COUNTY, NEVADA

William B. Cashion Plaintiff, v. William B. Cashion Trust Defendant.	CASE NO. A-11-653097-C DEPT. NO.: XXXI

AMENDED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

This matter was before the Court on April 6, 2012, for a Motion to Dismiss on Order Shortening Time, Motion for Preliminary Injunction, and Motion to Intervene on Order Shortening Time; or alternatively, Notice of Non-Opposition to Motion to Transfer the Instant Action to Alabama. Elizabeth Brickfield and Marla J. Da Vee appeared on behalf of Plaintiff, and Kenneth E. Hogan and Bradley J. Richardson appeared on behalf of Defendant, and David N. Salmon appeared on behalf of Potential Intervenor, Mark Hayden.[1]

[1] The Amended Findings of Fact and Conclusions of Law is only to correct typographical errors. In Paragraphs 1, 7, and 10, of the Findings of Fact, the date 2012 was changed to 2011. In Paragraph 6, the word "not" was inserted as it had been inadvertently omitted before the word "customary." In Paragraph 3 of the Order, the word "a" was added before the word representative as it had been inadvertently omitted. There are no substantive changes to the Findings of Fact and Conclusions of Law.

In various pleadings, Mr. Hayden is referred to as Mark Hayden and in others as Steven Mark Hayden. As he identified himself as Mark Hayden, the Court will reference him as such.

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JOANNA S. KISHNER
DISTRICT JUDGE
DEPARTMENT XXXI
LAS VEGAS, NEVADA 89155

☒ Voluntary Dis	☐ Stip Dis	☐ Sum Jdgmt
☐ Involuntary (stat) Dis	☐ Stip Jdgmt	☐ Non-Jury Trial
☐ Jdgmt on Arb Award	☐ Default Jdgmt	☐ Jury Trial
☐ Mtn to Dis (by dft)	☐ Transferred	

I. FINDINGS OF FACT AND PROCEDURAL HISTORY

1. On or about December 13, 2011, Mark Hayden, who is not a licensed attorney in Nevada, filed an action for negligence in Clark County. The Complaint names William B. Cashion as Plaintiff.

2. In the Complaint, Mark Hayden alleged that he was acting as agent for Mr. Cashion pursuant to a Durable Power of Attorney executed in Alabama on January 24, 2007.

3. The Complaint was filed against a purported Nevada Trust, the William Cashion Trust.

4. The Complaint alleges that in October 2011, Mr. Cashion entered into an agreement to transfer property to the Trust; that the Trust owes a duty to Mr. Cashion to minimize harm to Mr. Cashion; that the transfer of property to the Trust "has harmed or will harm William Cashion and his ability to support himself, his family, his taxes, and his charities;" and that Mr. Cashion "seeks compensatory and punitive damages against Trust and Trust Officers."

5. That same day, December 13, 2011, Angela Hayden, who is not a licensed attorney in Nevada, filed a "Waiver of Service of Summons and Complaint" and a "Consent to Service by Electronic Means" as alleged Trustee of the Trust.

6. On Friday, December 16, 2011, a document entitled "Plaintiff's Offer of Judgment to Defendant" was filed by Mark Hayden on behalf of Plaintiff Cashion. In accordance with the Nevada Rules, it was not customary to file the Offer at the time of issuance.

7. On or about December 21, 2011, at 11:03 p.m., Angela Hayden filed an "Answer" as alleged Trustee of the Trust.

8. The Answer alleges, in one paragraph, the following:

JOANNA S. KISHNER
DISTRICT JUDGE
DEPARTMENT XXXI
LAS VEGAS, NEVADA 89155

> The William B. Cashion Trust is a Nevada Spendthrift Trust. Mr. Cashion has wasted much of his income on scams in past year. Mr. Cashion is gullible and he has lost a substantial portion of income by investing in scams. Despite numerous warning he is unable to control his gullibility. He was almost involved in large scale fraud. There is substantial risk that if he left in unrestricted control of his assets, he will squander and waste and involve himself in scams as a victim or perpetrator. His poor investments create the possibility of harm to him, his family, and the public. Mr. Cashion benefits by having his assets controlled by Trustees rather than left to his discretion.

9. At approximately 11:07 p.m. on December 21, 2011, Defendant filed a document entitled "Defendant's Acceptance to Plaintiff's Offer of Judgment" signed by Angela Hayden as Trustee for Defendant. The Acceptance did not have a Certificate of Service attached.

10. On or about December 21, 2011, at approximately 11:23 p.m., Plaintiff filed a document entitled "Plaintiff's Notice to Court" wherein it asserts that Mr. Hayden holds a general durable power of attorney on behalf of Mr. Cashion.

11. At 9:07 a.m. the following morning, Thursday, December 22, 2011, Angela Hayden, on behalf of Defendant, filed a document entitled "Notice of Defendant's Acceptance to Plaintiff's Offer of Judgment." The Notice did not have a Certificate of Service attached.

12. On Monday, December 26, 2011, Defendant, via Angela Hayden as Trustee, filed a document entitled "Defendant's Request to Enter Judgment Without Delay." The document sets forth that "Defendant WILLIAM B CASHION TRUST had on the 22 day of December, 2011, filed an Notice to Acceptance to Offer of Judgment addressed to the above-entitled Court, praying that said Court enter its Order of Offer of Judgment. The Notice was accepted and served 22 day of December, 2011. Now the Defendant requests this Court to enter judgment in accordance with the provisions of Rule 68 of the Nevada

JOANNA S. KISHNER
DISTRICT JUDGE
DEPARTMENT XXXI
LAS VEGAS, NEVADA 89155

Rules of Civil Procedure and NRS § 17.115 without further delay. Defendant agrees to pay for the court costs for entry of judgment if there be any."

13. On December 27, 2011, Plaintiff filed a similar document entitled "Plaintiff's Request to Enter Judgement Without Delay."

14. Two days later, on December 29, 2011, a purported "Compromise Settlement" was filed; purportedly signed by both Mr. Hayden, on behalf of Cashion, and Angela Hayden, as Trustee for Defendant.

15. On or about January 2, 2012, the Court received a proposed "Order of Judgment."

16. On or about January 3, 2012, the Court's Law Clerk sent a memorandum to Mark Hayden and Angela Hayden setting forth *inter alia* that it did not have appropriate information to grant the requested relief, requested additional documentation, and stated that the matter would need to be set on the Court's hearing calander. The Court did not receive any response to its correspondence.

17. On February 2, 2012, Mr. Hayden filed a "Notice of Withdrawal of Representation", stating the power of attorney had been revoked.

18. On February 9, 2012, the instant Ex Parte Motion for Temporary Restraining Order and Preliminary Injunction was filed by the law firm of Lionel, Sawyer, and Collins on behalf of Plaintiff Cashion.

19. The Court GRANTED the Temporary Restraining Order on February 9th, and set the matter for hearing on February 13, 2012.

20. On February 13, 2012, Angela Hayden filed a "Notice of Filing of Affidavit of Steven Mark Hayden." The pleading set forth:

> "The affidavit is submitted for Steven Mark Hayden. It attests to following facts; The William B Cashion Nevada Spendthrift Trust is valid spendthrift trust operating under laws of Nevada with silver in storage in

Las Vegas Nevada. He represented William B Cashion as his power of attorney in offer of compromise settlement. DATED this 13 day of February, 2012. For Defendant, William B Cashion Trust Angela Rae Hayden, Trustee /s/Angela Rae Hayden"

21. That same day, Angela Hayden, as trustee for the Defendant Trust, filed a "Response to Motion to Dismiss for Order Shortening Time."

22. At the hearing on February 13, 2012, Mark Hayden appeared on behalf of the Defendant Trust. There was no appearance by Angela Hayden or any counsel for the Trust. Counsel appeared on behalf of Cashion. The Court informed Mark Hayden that pursuant to the rules, a Trust or corporate entity cannot represent itself but needs counsel to represent it. Mr. Hayden informed the Court that he was not an attorney nor was his wife, Angela Hayden. Mr. Hayden stated his role at the hearing was as "Trust Protector" which is not a recognized title for purposes of representation. As a result, the Court could not let Mr. Hayden represent the Trust but he was allowed to provide information to the Court.

23. Given the standards for continuing the TRO were met based upon the pleadings and papers provided, the hearing, as well as consideration of applicable law, the Court properly extended the TRO until the Preliminary Injunction hearing. The Preliminary Injunction hearing was set for February 17, 2012, at the agreement of those present in Court. An additional bond was required and posted.

24. Later that day, the Court received a "Motion for a Continuance and Modification of TRO" bearing the typewritten /s/ signature of Angela Hayden. This document did not state in what capacity she was signing the document. (The prior documents had identified her as the Trustee but this one did not.)[2]

[2] The substance of the relief sought in the Motion was either rendered moot as a result of the Stipulation of the parties to extend the TRO and continue the Preliminary Injunction Hearing or was addressed by the Trust's counsel at the rescheduled hearing.

25. At the February 17, 2012 hearing, Bradley Richardson appeared as counsel on behalf of Defendant Trust and Angela Hayden. Pursuant to an agreement of the parties, the Preliminary Injunction hearing was continued and the TRO was extended until the new hearing date.

26. Subsequently, the parties stipulated to a briefing schedule and the Preliminary Injunction was reset to April 6, 2012.

27. On March 2, 2012, an Opposition to the Motion to Dismiss was filed by counsel for the Trust.

28. On March 23, 2012, a Motion to Intervene on Order Shortening time or, Alternatively, Notice of Non-Opposition to Transfer was filed on behalf of Mark Hayden. The matter was set to be heard on April 6, 2012.

29. At the April 6, 2012, hearing, the parties argued their respective positions. The Court found, and the parties did not dispute, that given Angela Hayden was not a licensed attorney, the purported Answer, signed and filed by her on behalf of Defendant, was of no force and effect. Plaintiff made an oral motion to Strike the Answer and to Voluntarily Dismiss his case with prejudice pursuant to NRCP 41. The Court GRANTED the Motion, as Plaintiff had a right, pursuant to NRCP 41, to dismiss his Complaint in the manner that he chose prior to filing of an Answer. Since the purported Answer could not be given force and effect, it was a rogue document and thus Plaintiff could dismiss his case without any intervention by the Court. The Court also affirmed that since the oral Motion was also made pursuant to NRCP (a)(2) in case the Answer could be viewed as filed as opposed to void, the Court also granted the Motion pursuant to NRCP (a)(2) and found that no other conditions need be met nor any payment of costs need be made given the specific circumstances of the case at bar.

JOANNA S. KISHNER
DISTRICT JUDGE
DEPARTMENT XXXI
LAS VEGAS, NEVADA 89155

30. Defendant sought Leave to Amend the Answer to file a proper one, but said request was denied as Plaintiff had already put on the record that Plaintiff was dismissing his case with prejudice. Further, the Court also found that the Answer would be futile in light of the specific circumstances.

31. At the hearing, the Plaintiff also requested that all pleadings, including the Offer of Judgment, the Acceptance, and purported Compromise Agreement, be stricken. The Court deferred ruling on the Request to Strike the additional pleadings and provided the parties an opportunity to provide supplemental briefing on the subject.

II. CONCLUSIONS OF LAW

1. Rule 7.42 of the Eighth Judicial Court Rules (EDCR 7.42) is entitled "Appearances in proper person; entry of appearance." EDCR 7.42 provides:

> (a) "Unless appearing by an attorney regularly admitted to practice law in Nevada and in good standing, no entry of appearance or pleading purporting to be signed by any party to an action may be recognized or given any force or effect by any district court unless the same is signed by the party, with the signer's address and telephone number, if any. Except when otherwise specifically provided by rule or statute, pleadings need not be verified or accompanied by affidavit.
> (b) A corporation may not appear in proper person."

2. EDCR 7.42 provides that any "no entry of appearance or pleading purporting to be signed by any party to an action may be recognized or given any force or effect by any district court unless" it meets certain qualifications. In the present case, since the Defendant is alleged to be a Trust, that Trust cannot appear in proper person. Instead, it must appear through counsel who is licensed in the State of Nevada. It is only that

counsel who can sign and file pleadings on behalf of a Trust in order for that document to be "recognized or given any force or effect by any district court".

3. It is undisputed that in the present case, Angela Hayden, who asserts that she is a Trustee of the Cashion Trust, signed, filed, and potentially served many pleadings purportedly on behalf of the Trust. It is also undisputed that Angela Hayden is not an attorney licensed in any state, let alone licensed in the State of Nevada.

4. While the Trust currently has able counsel, at the time of the filing of the documents referenced *inter alia* in Paragraphs 5, 7, 8, 9, 11, 12, 14, 20, 21, and 24 above, it did not have counsel.

5. Instead, the documents referenced above, were all apparently signed and filed by Angela Hayden on behalf of the Defendant Trust. Angela Hayden, however, could not, pursuant to Nevada law, represent the Trust since she is not an attorney. Further, she could not sign and file pleadings on behalf of the Trust in proper person because that is precluded, as well, pursuant to EDCR 7.42.

6. The net effect of Angela Hayden's actions is that any document she signed and filed on behalf of the Trust cannot be given any force and effect by operation of law. In short, the documents filed by Angela Hayden have no force and effect regardless of whether the instant Motion to Strike was brought. Accordingly, the Clerk properly **did not** enter Judgment on the case.

7. To the extent that any Pleadings signed and filed by Angela Hayden were sought to be affirmatively stricken, rather than be viewed as having no force and effect by operation of law, the Court finds Striking the Pleadings to be proper as they should not have been filed, and were not properly filed, and to avoid confusion as to whether they

JOANNA S. KISHNER
DISTRICT JUDGE
DEPARTMENT XXXI
LAS VEGAS, NEVADA 89155

have any procedural force and effect.[3]

8. Specifically, the Court records show that the following documents have Angela Hayden's signature, on behalf of the Trust, and thus despite the fact they were filed with the Clerk, they cannot be "recognized or given any force or effect." These documents are referenced in Paragraphs 5, 7, 8, 9, 11, 12, 14, 20, 21, and 24 above and include: Waiver of Summons and Complaint, Consent to Service by Electronic Means, Answer, Defendant's Acceptance to Plaintiff's Offer of Judgment, Notice of Defendant's Acceptance to Plaintiff's Offer of Judgment, Defendant's Request to Enter Judgment Without Delay, Compromise Settlement, Notice of Filing of Affadavit of Steven Mark Hayden, Response to Motion to Dismiss for Order Shortening Time, and Motion for a Continuance and Modification of TRO.

9. Given that the Answer filed by Angela Hayden could not be properly signed and filed by her, and thus had no force and effect, the Court as noted herein, properly granted Plaintiff's Motion to Voluntarily Dismiss its case pursuant to NRCP 41. In the absence of a valid Answer, as is what occurred here, Plaintiff, without Court intervention, has the right to dismiss his case as a matter of right before the other side files an Answer pursuant to NRCP 41(a). There is not a requirement that the voluntary dismissal be with or without prejudice. Indeed, NRCP 41 allows the party to specify if they wish the dismissal to be with prejudice, but in the absence of such designation it would be without prejudice. Here, there was notification that the Plaintiff wanted the action dismissed with prejudice, so dismissal is properly GRANTED WITH PREJUDICE. Accordingly,

---

[3] Given the clear violation of the rules, on an independent basis, it would be also proper to strike the pleadings filed by Angela Hayden as a sanction.

Plaintiff's Oral Motion to Voluntarily Dismiss his Complaint, with prejudice, is proper and could have been done without the approval of the Court or Defendant. The Court put the Motion on the record but did not make any affirmative findings as to the merit of, or lack of merit of, the underlying Claims set forth in the Complaint.

10. Further, since Plaintiff also requested to dismiss his Complaint, even if the Court considered there to be an Answer on file, the Court found the Motion to Dismiss proper given the circumstances under NRCP 41(a)(2), and the Court finds such dismissal proper without Plaintiff having to pay any costs or fees. In so ruling, the Court does not make any affirmative determination as to the merit, or lack of merit, of the underlying Claims.

11. Prior to the conclusion of the hearing, Plaintiff re-affirmed its request to strike all the pleadings including the Offer of Judgment, the purported Acceptance thereof, and asked the Court to make affirmative determinations as to alleged fraud and misdeeds on behalf of Defendant and the Potential Intervenor, Mark Hayden. Defendant sought leave to Amend its Answer and an Extension of Time to do so. As the Court found that Plaintiff could properly seek Dismissal of the action, it would be futile to allow an Extension of Time and DENIED the Oral Motion for Leave to Amend and an Extension of Time to do so. In so making the ruling, the Court took into consideration both parties representations that the substantive issues were being addressed in another action in Alabama.

12. The Court then addressed the Motion to Strike the remaining pleadings, and in particular, the Offer of Judgment and related documents. In order to allow the parties to fully brief the issue, the Court allowed supplemental briefing which both parties

JOANNA S. KISHNER
DISTRICT JUDGE
DEPARTMENT XXXI
LAS VEGAS, NEVADA 89155

provided. As is clear from that briefing, as well as the record as a whole, all documents signed and filed by Angela Hayden have the same infirmity as the Answer. As noted above, since Angela Hayden could not sign and file any documents on behalf of the Trust, the purported Acceptance of Offer; the Compromise Settlement Agreement; as well as the Request to Enter Judgment; could not be given any force and effect as pleadings in Nevada.

13. While Defense counsel correctly pointed out that an Offer of Judgment may be submitted and accepted almost at any time, and may be done prior to an Answer, that is not the reason for the lack of enforceability of the Acceptance of Offer and related documents. While the Court is not addressing whether there was authority to make the offer or the other substantive issues of validity, there is still no exception pursuant to Statute or Rule that would allow Angela Hayden to file an Acceptance of Offer of Judgment, a Compromise of Settlement, or Request to Enter Judgment in a representative capacity on behalf of the Trust. As noted above, she is not an attorney and the Trust cannot represent itself but must do so through counsel in order for the pleadings to be given any force and effect in Nevada. Thus, it is clear under Nevada law that the Acceptance of Offer, the Compromise of Settlement,[4] and the Request to Enter Judgment have no force and effect as pleadings in Nevada.

14. Although Defendant asserts that Angela Hayden could accept the Offer of

[4]In determining that the Compromise Settlement has no force and effect as a pleading, the Court is not looking whether there was any agreement or whether the parties had the authority to enter into any such agreement, or even whether there was a valid trust set up in Nevada, as those issues were not presented to the Court given the procedural posture of the case. The Court's ruling is that the Compromise Agreement was filed purportedly to state what the Terms of the Offer of Judgment were and to appear as if there was confirmation of the Nevada Court that those terms were enforceable. As noted herein, since the Acceptance of Offer was not proper under NRCP 68 or NRS 17.115, there would be no basis to file a Compromise Agreement (such is not procedurally filed in Court generally in any case) other than for it to be viewed as enforceable under Statute and Rule, which it is not.

Judgment on behalf of the Trust and thus it should be valid, that issue is being decided elsewhere. The Court notes, however, that its ruling is based on Nevada law that there is no exception to the rule, either under NRCP 68 or NRS 17.115, which would allow a Trust to be represented by a non-attorney Trustee for purposes of signing and filing an Acceptance of Offer of Judgment and have that then trigger judgment against the Plaintiff.

15. Specifically, in relevant part, NRCP 68 sets forth that:

> **RULE 68. OFFERS OF JUDGMENT.**
>
> "(a) The Offer. At any time more than 10 days before trial, any party may serve an offer in writing to allow judgment to be taken in accordance with its terms and conditions.
>
> (d) **Judgment Entered Upon Acceptance.** If within 10 days after the service of the offer, the offeree serves written notice that the offer is accepted, either party may then file the offer and notice of acceptance together with proof of service. The clerk shall enter judgment accordingly. The court shall allow costs in accordance with NRS 18.110 unless the terms of the offer preclude a separate award of costs. Any judgment entered pursuant to this section shall be expressly designated a compromise settlement. At his option, a defendant may within a reasonable time pay the amount of the offer and obtain a dismissal of the claim, rather than a judgment."

16. Further the relevant portion of **NRS 17.115**, the Offer of Judgment statute, provides:

> "1. At any time more than 10 days before trial, any party may serve upon one or more other parties a written offer to allow judgment to be taken in accordance with the terms and conditions of the offer of judgment.
>
> 2. Except as otherwise provided in subsection 7, if, within 10 days after the date of service of an offer of judgment, the party to whom the offer was made serves written notice that the offer is accepted, the party who made the offer or the party who accepted the offer may file the offer, the notice of acceptance and proof of service with the clerk. Upon receipt by the clerk:
>
> (a) The clerk shall enter judgment according to the terms of the offer unless:

(1) A party who is required to pay the amount of the offer requests dismissal of the claim instead of entry of the judgment; and

(2) The party pays the amount of the offer within a reasonable time after the offer is accepted.

(b) Regardless of whether a judgment or dismissal is entered pursuant to paragraph (a), the court shall award costs in accordance with NRS 18.110 to each party who is entitled to be paid under the terms of the offer, unless the terms of the offer preclude a separate award of costs.

Any judgment entered pursuant to this section shall be deemed a compromise settlement...."

17. No where in either NRCP 68 or NRS 17.115, is there any provision that provides that an individual can represent a Trust for purposes of an Offer of Judgment. In the absence of any contrary provision, EDCR 7.42 governs. Accordingly, in accordance with Nevada law, all documents signed by Angela Hayden in a representative capacity for the Trust are of no force and effect and should be stricken.[5]

III. ORDER

IT IS HEREBY ORDERED, ADJUDGED, AND DECREEED that Plaintiff's Oral Motion to Strike Defendant's Answer is GRANTED. The Answer is a rogue document that pursuant to EDCR 7.42 cannot be given any force and effect and thus striking it is proper.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant's Oral Motion for Leave to File an Amended Answer is DENIED.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff's Motion to Strike all Pleadings from the record, and make a determination that they are of

[5] The Court also notes that the record does not show that Acceptance complied with the rules on another basis as there is no filed Certificate of Service filed with the Offer of Acceptance in accordance with NRCP 68.

no force and effect, is GRANTED IN PART AND DENIED IN PART. As noted herein, by operation of law, all Pleadings filed by Angela Hayden in a representative capacity on behalf of Defendant are of no force and effect pursuant to EDCR 7.42. Further, since this matter has been Voluntarily Dismissed with Prejudice, the matter will be closed in its entirety. To the extent Plaintiff is seeking to strike documents filed by Mark Hayden, the Court DENIES the Motion since, procedurally, the Court did not address the merits of the NRCP 12(b) Motion in light of the fact the case was dismissed under NRCP 41. In DENYING the Striking of Pleadings by Mark Hayden, the Court takes no position as to their validity or lack of validity. This ORDER regarding the Striking of Pleadings shall be procedurally *nunc pro tunc* to be effective prior to the Dismissal of the action, with prejudice, set forth herein, such that the Clerk will show the Pleadings noted herein as being stricken from the action and then will close the case, pursuant to NRCP 41, as a Voluntary Dismissal With Prejudice.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff's Oral Motion to Dismiss the Action, With Prejudice, is GRANTED, pursuant to NRCP 41(a).

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that potential Intervenor's, Steven Mark Hayden, Motion to Intervene is DENIED. As the matter is Dismissed, there is no basis for Intervention.

JOANNA S. KISHNER
DISTRICT JUDGE
DEPARTMENT XXXI
LAS VEGAS, NEVADA 89155

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff's Motion to Dismiss the Action, pursuant to 12(b) is MOOT in light of the dismissal pursuant to NRCP 41.

Dated this 9th Day of May, 2012

JOANNA S. KISHNER
DISTRICT COURT JUDGE

JOANNA S. KISHNER
DISTRICT JUDGE
DEPARTMENT XXXI
LAS VEGAS, NEVADA 89155

CERTIFICATE OF SERVICE

I hereby certify that on or about the date filed, this document was copied through e-mail, via facsimile, or a copy of this Order was placed in the attorney's folder in the Clerk's Office or mailed to the proper party as follows:

ELIZABETH BRICKFIELD, ESQ.
MARLA J. DaVEE, ESQ.
LIONEL, SAWYER & COLLINS

BRADLEY J. RICHARDSON, ESQ.
GORDON SILVER

DAVID N. SALMON, ESQ.
SALMON & ASSOCIATES

Tracy L. Cordoba

TRACY L. CORDOBA
JUDICIAL EXECUTIVE ASSISTANT

DISTRICT COURT
CLARK COUNTY, NEVADA

Negligence - Other	COURT MINUTES	February 13, 2012

A-11-653097-C William Cashion, Plaintiff(s)
vs.
William B Cashion Trust, Defendant(s)

February 13, 2012 **10:30 AM** **Motion for Temporary Restraining Order**

HEARD BY: Kishner, Joanna **COURTROOM:** RJC Courtroom 12A

COURT CLERK: Sandra Harrell

RECORDER: Rachelle Hamilton

REPORTER:

PARTIES PRESENT:

Brickfield, Elizabeth	Attorney
DaVee, Marla J	Attorney

JOURNAL ENTRIES

- Dr. Steven Mark Hayden, Trust Protector, also present. Court noted appropriate service. Court noted Dr. Hayden cannot represent Trust, as he is not an attorney. Dr. Hayden states he understands. Ms. Brickfield stated Mr. Cashion is a resident of Alabama. Ms. Brickfield argued assets being transferred causing harm to Plaintiff, invalid trust, and requests restraining order remain in force. Statements by Dr. Hayden. Court expressed its concerns. COURT ORDERED, Temporary Restraining Order to remain in force and effect until Friday 2/17/12 at which time Motion for Preliminary Injunction and Motion to Dismiss will be heard; any asset of trust can only be transferred back to Mr. William Cashion (through his counsel). Court made abundantly clear purported settlement agreement is not in force and effect by this Court, nor is post nuptial agreement, nor offer of judgment. COURT FURTHER ORDERED, additional $100.00 Bond be posted.

DISTRICT COURT
CLARK COUNTY, NEVADA

Negligence - Other	COURT MINUTES	February 17, 2012

A-11-653097-C William Cashion, Plaintiff(s)
vs.
William B Cashion Trust, Defendant(s)

February 17, 2012 **9:30 AM** **Motion to Dismiss**

HEARD BY: Kishner, Joanna COURTROOM: RJC Courtroom 12A

COURT CLERK: Sandra Harrell

RECORDER: Rachelle Hamilton

REPORTER:

PARTIES
PRESENT:

Brickfield, Elizabeth	Attorney
DaVee, Marla J	Attorney
Richardson, Bradley Joe	Attorney

JOURNAL ENTRIES

- Upon Court's inquiry, Mr. Richardson states he represents William B. Cashion Trust and Angela Hayden as trustee. Court noted Mr. Cashion is going to receive correspondence from Chambers as Mr. Hayden has been calling and e-mailing the Court, anything not cc'd to opposing counsel and will be left-side filed, electronic communications were not approved by the Court, the Court has not looked at these communications, informed by Law Clerk and unopened. Ms. Brickfield advised of agreement to continue motion in order for Mr. Richardson to file an opposition and Plaintiff to file a reply. By stipulation of the parties, Temporary Restraining Order to continue in full force and effect until matters heard. Mr. Richardson advised he will be filing a notice of appearance. COURT ORDERED, matter CONTINUED. Court noted, both Motion to Dismiss and Preliminary Injunction Hearing to be held on date of continuance.

CONTINUED TO: 3/16/12 10:00 AM

DISTRICT COURT
CLARK COUNTY, NEVADA

Negligence - Other	COURT MINUTES	April 06, 2012

A-11-653097-C William Cashion, Plaintiff(s)
vs.
William B Cashion Trust, Defendant(s)

April 06, 2012 **9:30 AM** **All Pending Motions**

HEARD BY: Kishner, Joanna **COURTROOM:** RJC Courtroom 12A

COURT CLERK: Sandra Harrell

RECORDER: Rachelle Hamilton

REPORTER:

PARTIES PRESENT:

Brickfield, Elizabeth	Attorney
DaVee, Marla J	Attorney
Hogan, Kenneth E.	Attorney
Richardson, Bradley Joe	Attorney
Salmon, David N.	Attorney

JOURNAL ENTRIES

- SPECIAL APPEARANCE BY WILLIAM CASHION ON A MOTION TO DISMISS ON ORDER SHORTENING TIME...MOTION FOR PRELIMINARY INJUNCTION...MOTION TO INTERVENE ON ORDER SHORTENING TIME OR, ALTERNATIVELY, NOTICE OF NON-OPPOSITION TO MOTION TO TRANSFER THE INSTANT ACTION TO ALABAMA

Court noted case caption William B. Cashion through Mark Hayden, Plaintiff vs. The William B. Cashion Trust; William B. Cashion through Mark Hayden does not exist and Angela Hayden is not a party. Mr. Richardson advised power of attorney being litigated in Alabama. Ms. Brickfield advised power of attorney was revoked. Court noted Nevada has no interest, case may not be properly filed, no valid complaint, no jurisdiction. Ms. Brickfield requested Court to declare no jurisdiction, strike all pleadings as unauthorized, illegal in excessive authority, and to find that pleadings and the compromise and settlement agreement are of no effect and dismiss matter with prejudice. Further argument by Ms. Brickfield. Mr. Richardson argued Nevada does have jurisdiction and Mark Hayden had power of attorney at time complaint was filed, had authority and request Court transfer matter to Alabama. Argument by Mr. Salmon. Court noted Answer is a fugitive pleading, not valid.

All counsel agreed. Ms. Brickfield made an oral motion to voluntarily dismiss case with prejudice and strike answer. Mr. Richardson argued "without" prejudice or transfer to Alabama. Ms. Brickfield further requested answer and all other documents be stricken as rogue and voluntarily dismiss with prejudice. COURT ORDERED, Oral Motion for Voluntary Dismissal is GRANTED WITH PREJUDICE; Court finds Plaintiff has right as answer not on file, no valid answer. COURT FURTHER ORDERED, Defendant's Oral Motion for Leave to file Amended Answer is DENIED. Court to issue ruling whether offer of judgment, acceptance of judgment and documents attached to Answer are rogue and should be stricken. Court directed counsel to submit any supplemental briefing (if they wish) by 4/16/12 before 5:00 pm, on whether the documents (other than the Answer) are rogue pleadings, although briefing not required. As stipulated by the parties, COURT ORDERED, Temporary Restraining Order remains in effect until 4/30/12 and matter SET for Decision.

Court noted, as Plaintiff's Oral Motion to Voluntarily Dismiss was Granted and parties stipulated not to convert TRO into Injunction, today's calendared motions are MOOT.

4/18/12 DECISION: STRIKING OF DOCUMENTS (CHAMBERS)

DISTRICT COURT
CLARK COUNTY, NEVADA

Negligence - Other	COURT MINUTES	May 02, 2012

A-11-653097-C William Cashion, Plaintiff(s)
vs.
William B Cashion Trust, Defendant(s)

May 02, 2012 **3:00 AM** **Decision**

HEARD BY: Kishner, Joanna COURTROOM:

COURT CLERK: Sandra Harrell

RECORDER:

REPORTER:

PARTIES
PRESENT:

JOURNAL ENTRIES

- Please see "Findings of Fact, Conclusions of Law, and Order" filed 4/30/12.

Certification of Copy

State of Nevada }
County of Clark } **SS:**

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

JOINT NOTICE OF APPEAL; JOINT CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER; NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER; AMENDED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER; NOTICE OF ENTRY OF AMENDED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER; DISTRICT COURT MINUTES

WILLIAM B. CASHION,

Plaintiff(s),

vs.

WILLIAM B. CASHION TRUST,

Defendant(s).

Case No: A653097
Dept No: XXXI

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto Set my hand and Affixed the seal of the Court at my office, Las Vegas, Nevada This 22 day of May 2012.

Steven D. Grierson, Clerk of the Court

Heather Ungermann, Deputy Clerk

MARQUIS AURBACH COFFING • Attorneys at Law

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WKL *Clerk of the Supreme Court* 5/16/2012 *$250.00*

Inv.Date	Inv.No.	Invoice Description	Amount
05-16-2012	MSE2-95.051	Case No. A653097	250.00

106565 ***Total:*** ***$250.00***

THIS DOCUMENT HAS A MULTI-COLORED FACE THAT CHANGES COLOR GRADUALLY. SEE LIST OF SECURITY FEATURES ON THE BACK. DO NOT CASH UNLESS ALL ARE PRESENT.

MARQUIS AURBACH COFFING
10001 PARK RUN DRIVE • LAS VEGAS, NEVADA 89145
TELEPHONE (702) 382-0711 • FACSIMILE (702) 382-5816

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Two Hundred Fifty and No/100 Dollars----------

DATE 5/16/2012

AMOUNT ***$250.00***

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PAY TO THE ORDER OF

Clerk of the Supreme Court
201 S. Carson St., Ste. # 201
Carson City, NV 89701

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