

DOUGLAS COUNTY, NV

2017-895363

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ETRCO

KAREN ELLISON, RECORDER

APN# : P1420-07-702-003

**Recording Requested By:**

Western Title Company, Inc.

**Escrow No.:** 086338-JMS

**When Recorded Mail To:**

Anderson Dorn & Rader LTD

500 Damonte Ranch Pkwy #860

Reno Nv 89521

**Mail Tax Statements to: (deeds only)**

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(space above for Recorder's use only)

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.  
(Per NRS 239B.030)

**Signature** \_\_\_\_\_

**Regina Trujillo Escrow Assistant**

**Order Appointing Permanent Guardian and Trustee**

This page added to provide additional information required by NRS 111.312  
(additional recording fee applies)

1 2720  
2 Bryce L. Rader  
3 Nevada Bar No. 8232  
4 Anderson, Dorn & Rader  
5 500 Damonte Ranch Parkway, Suite 860  
6 Reno, Nevada 89521  
7 (775)823-9455  
8 (775)823-9456 (Fax)  
9 Attorney for Guardian

6 IN THE FAMILY COURT  
7 OF THE SECOND JUDICIAL DISTRICT COURT  
8 IN AND FOR THE COUNTY OF WASHOE, STATE OF NEVADA

9 \*\*\*\*\*  
10 In the Matter of the Guardianship  
11 of the Person and Estate of  
12 PETER C. COHN,  
13 An Adult Ward.

Case No. GR16-00042  
Dept. No. 12  
Hearing: May 24, 2016

14  
15 **ORDER APPOINTING PERMANENT GUARDIAN AND TRUSTEE**

16 This matter was initially heard by the Court on April 5, 2016. Present at that  
17 hearing were Peter C. Cohn and his court-appointed legal counsel, David D. Spitzer,  
18 Esq. of Washoe Legal Services, Thomas Cohn and his legal counsel, Bryce L. Rader,  
19 Esq. of Anderson, Dorn & Rader, Ltd., and Bonni Walker, BSW-NMG, of Guardianship  
20 Services of Nevada, Inc. Peter C. Cohn objected to the petition of Thomas Cohn and  
21 Vicki Hundert seeking the appointment of a permanent guardian of his person and  
22 estate and to the appointment of a Successor Trustee of the Cohn Family Trust, dated  
23 June 24, 2003.

24  
25  
26 The Court set the matter for contested a hearing on May 24, 2016. Present at  
27 that hearing were Peter C. Cohn, David D. Spitzer, Esq., Vicki Hundert, Bryce L.  
28

1 Rader, Esq. and Bonni Walker, BSW-NMG, of Guardianship Services of Nevada, Inc.

2 Upon reviewing the evidence on record and hearing testimony and oral arguments of  
3 counsel the Court makes the following order:

4 IT IS HEREBY ORDERED as follows:

5 1. Guardianship Services of Nevada, Inc., is hereby appointed Permanent  
6 Guardian of the Ward, to serve without bond and that the Clerk of the Court shall issue  
7 Letters of Guardianship to said Guardian upon the taking of the oath;

8 2. Guardianship Services of Nevada, Inc., may act by and through a single  
9 authorized representative. Kim Spoon, MSW-NMG, Bonni Walker, BSW-NMG, Dennis  
10 Travers, MA-NMG, Shelly Register, NCG-JD and Kelly Pingel, BSW-NCG, of  
11 Guardianship Services of Nevada, Inc. are authorized to act independently and  
12 unilaterally of the other;  
13

14 3. The Guardian shall have the following powers and duties:

15 a. To take any action necessary to secure all assets belonging to the  
16 proposed Ward and to the Trustee of the Cohn Living Trust, dated  
17 January 31, 2008;

18 b. To transfer assets owned by the Ward to the Trustee of the Cohn  
19 Living Trust, dated January 31, 2008;

20 c. To take any action necessary to cease any actual or potential  
21 financial exploitation of the proposed Ward;

22 d. Oversee and/or approve the placement of the proposed Ward in an  
23 appropriate care facility including a secure or locked unit;

24 e. Hire or discharge caregivers as deemed necessary in the sole  
25 discretion of the Guardian;  
26  
27  
28

- 1 f. Authorize any medical and psychiatric care the adult Ward may  
2 require, including authorization for a physician's do-not-resuscitate  
3 and/or POLST order;
- 4 g. Open such guardianship account or accounts in the name of the  
5 Guardian as in the sole discretion of the Guardian is necessary to pay  
6 the ongoing expenses of the proposed Ward;
- 7 h. Pay any ongoing debts of the proposed Ward;
- 8 i. Change the mailing address of the proposed Ward;
- 9 j. Redirect the manner of payment of SSA or other retirement income  
10 belonging to the proposed Ward;
- 11 k. Investigate any real and personal property belonging to the adult  
12 Ward and open and inventory any safe deposit boxes registered in  
13 the name of the proposed Ward;
- 14 l. To administer the assets funded in the Trust as authorized under the  
15 relevant provisions of the Trust;
- 16 m. That the Permanent Guardian of the person have the status, power,  
17 authority, rights and title as the proposed Ward's Personal  
18 Representative for all purposes as provided in the Health Insurance  
19 Portability and Accountability Act of 1996 ("HIPAA"), Pub. L. 104-191,  
20 45 CFR §§ 160-164. Each health care provider or Covered Entity of  
21 the proposed Ward should be directed to release to the Guardian any  
22 and all Protected Health Information as may be requested and  
23 deemed necessary by the Guardian in order for the Guardian to  
24 perform its duties. The Guardian should be authorized to execute  
25  
26  
27  
28

1 any and all releases and other documents necessary in order to  
2 obtain disclosure to the Guardian of the proposed Ward's patient  
3 records and other Protected Health Information that may be subject  
4 to and protected under HIPAA;

5 n. That the Permanent Guardian be authorized to act unilaterally and  
6 independently of each other and that Guardianship Services of  
7 Nevada, Inc., may act by and through a single authorized  
8 representative. The authorized representatives may act unilaterally  
9 and independently of each other;

10 o. All those statutory powers granted to a general guardian of the  
11 person and estate pursuant to NRS Chapter 159;

12 4. The Guardian of the estate and Trustee of the Trust are authorized to  
13 advance funds from the assets belonging to the Ward or his Trust to pay guardianship  
14 fees of Guardianship Services of Nevada, Inc., at the rate of \$140.00 per hour, on a  
15 month-to-month basis, subject to the approval of the Court at the next noticed hearing  
16 for such. The Guardian of the estate of the Ward or the Trustee of the Trust shall not  
17 advance funds for guardianship fees in excess of \$1,000.00, plus costs, in any one  
18 month. Guardianship Services of Nevada, Inc. shall petition for authorization for  
19 payment of fees in excess of \$1,000.00, plus costs, in any month pursuant to notice  
20 and a hearing as provided by law;

21 5. The Guardian shall make diligent efforts to find the least restrictive  
22 placement in a facility that is reasonably possible that will meet the needs of Peter C.  
23 Cohn;



COPY

**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.

DATE: FEB 27 2017  
JACQUELINE [Signature] Clerk of the Second Judicial District Court, for and for the County of Washoe, State of Nevada.

By \_\_\_\_\_ Deputy

**LEGIBILITY NOTICE**

The Douglas County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies produced from the recorded document would not be legible and may affect legal rights and entitlements. However, the customer requested that the document be recorded without delay. Therefore, pursuant to NRS 247.120, the County Recorder accepted the document conditionally, subject to submission of a suitable copy at a later date.

Upon submission of a suitable copy at a later date, I am aware that I will be required to pay recording fees.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy and may therefore adversely affect legal rights and entitlements.

Date 3.1.17

Signature [Handwritten Signature]

Print Name Regina Trujillo