

NO. _____

86 JUN 11 P3:46

YVONNE BERNARD

CLERK

BY J. ZINN DEPUTY

115451

IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF DOUGLAS

In the Matter of the Estate of

ALOYSIUS J. HOFFMAN, JR.,
aka AL HOFFMAN,

Deceased.

ORDER APPROVING COMPROMISE
OF CLAIM, SETTLING FIRST
AND FINAL ACCOUNT AND
PROVIDING FOR FEES AND
DISTRIBUTION

The petitioner, BERT SCHONEBERGER, the Executor of the estate of the decedent above-named, having submitted his Petition for Approval of Compromise of Claim; First and Final Account; and Petition for Final Distribution and Fees for the above-entitled estate, and said account and petition coming on this day regularly to be heard, proof having been made to the satisfaction of this Court that notice of the hearing of said account and petition has been given in the manner and for the time required by law; objection having been made to said petition; and it appearing that the decedent came to his death in Douglas County, Nevada on or about the 18th day of April 1984, being at the time of his death a resident of and domiciled in Douglas County, Nevada, this Honorable Court finds:

1. That on the 29th day of May 1984 BERT SCHONEBERGER was appointed as Executor of the estate of ALOYSIUS J. HOFFMAN, JR., deceased and took the oath of office as required by law.

-1- BOOK 17 | PAGE 25

MANOUKIAN, SCARPELLO & ALLING, LTD.
ATTORNEYS AT LAW

LARE TANDU OFFICE
ROUND HILL PROFESSIONAL BUILDING
P. O. BOX 89
ZEPHYRUS COVE, NEVADA 89448
TELEPHONE (702) 881-8878
CARSON CITY OFFICE
303 EAST PROCTOR STREET
CARSON CITY, NEVADA 89701
TELEPHONE (702) 881-1877

MANOUKIAN, SCARFELLO & ALLING, LTD.
ATTORNEYS AT LAW

CARSON CITY OFFICE
303 EAST PROCTOR STREET
CARSON CITY, NEVADA 89701
TELEPHONE (702) 881-8377

LAKE TAHOE OFFICE
ROUND HILL PROFESSIONAL BUILDING
P. O. BOX 98
ZEPHYR COVE, NEVADA 89448
TELEPHONE (702) 888-8814

2. That the posting of a bond was not required by this Court pursuant to the Last Will and Testament of the decedent.

3. That the Executor caused a notice to creditors to be given in the manner and time required by law; and that three creditor's claims were forthcoming in response to said notice to creditor as follows:

a. Mary Rachel Hoffman, filed August 24, 1984 in the amount of \$43,000.00. Said claim has been settled by compromise and the Court has approved said compromise as described hereinbelow.

b. Wells Fargo Bank, filed August 13, 1984 in the amount of \$27,950.96. The Executor rejected this claim, notice having been sent February 14, 1985, and the statutory time period has expired in which to bring a claim. The personal property which was the subject of this claim was sold within the due administration of the estate and the claimant has been paid in full.

c. Chuck Dickerson, filed August 29, 1984 in the amount of \$5,274.69. This claim has been paid by the Executor within the due course of administration.

4. Pursuant to the claim filed by Mary Rachel Hoffman on August 24, 1984, the Executor and said claimant entered into a Settlement and Compromise Agreement of said claim. The said compromise was entered into after the time for the presentation of claims had expired. That upon review of the verified petition of the Executor, the Settlement and Compromise Agreement is just

MANOUKIAN, SCARPELLO & ALLING, LTD.
ATTORNEYS AT LAW

CARSON CITY OFFICE
303 EAST PROCTOR STREET
CARSON CITY, NEVADA 89701
TELEPHONE (702) 881-4577

LAKE TAHOE OFFICE
ROUND HILL PROFESSIONAL BUILDING
P. O. BOX 81
ZEPHYRUS COVE, NEVADA 89448
TELEPHONE (702) 888-6576

1 and in the best interests of the estate.

2 5. That a federal estate tax return has been filed and the
3 taxes due thereon have been paid.

4 6. The Executor herein, since taking the oath of office on
5 the 29th day of May 1984, has performed duties and responsibil-
6 ities herein and has requested a statutory commission. Objection
7 having been made to petitioner's request, the amount of said
8 statutory commission is in dispute.

9 7. That the Executor has retained the law offices of
10 MANOUKIAN, SCARPELLO & ALLING, LTD. as the attorneys for the
11 estate, and said law offices are entitled to a reasonable fee for
12 services rendered in connection therewith, together with costs;
13 that the executor and said law offices have agreed that the sum
14 of \$10,000.00 is a reasonable attorney's fees for said services
15 rendered; that objection has been made to the amount of said
16 attorney's fees; and that said law firm is presently entitled to
17 partial award of fees in the amount of \$5,000.00, together with
18 costs; and the remaining request for attorney's fees is in
19 dispute.

20 8. That the law offices of MANOUKIAN, SCARPELLO & ALLING,
21 LTD. have advanced fees for filing, publication, recording and
22 other administrative costs to the estate and is entitled to
23 repayment thereof, pursuant to the Memorandum of Costs and
24 Disbursements on file herein.

25 9. That pursuant to the decedent's Last Will and Testa-
26 ment, BERT SCHONEBERGER, Petitioner herein, and First Interstate
27 Bank (the First National Bank of Nevada) are entitled to the
28 remainder of the estate to the extent distributed herein, in

MANOUKIAN, SCARPELLO & ALLING, LTD.
ATTORNEYS AT LAW

CARSON CITY OFFICE
301 EAST PROCTOR STREET
CARSON CITY, NEVADA 89701
TELEPHONE (702) 882-8177

LAKE TAHOE OFFICE
ROUND HILL PROFESSIONAL BUILDING
P. O. BOX 91
SEPMATE COVE, NEVADA 89449
TELEPHONE (702) 888-4319

1 trust, according to terms and conditions contained in paragraphs
2 SIXTH and SEVENTH, pages 2 through 6 of the Last Will and
3 Testament of ALOYSIUS J. HOFFMAN, JR.

4 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED
5 that the Compromise Agreement entered into by the Executor of the
6 estate compromising and settling the claim of Mary Rachel
7 Hoffman, is just and in the best interest of the estate and is
8 hereby approved to the extent not previously approved by this
9 Court; that the First and Final Account of BERT SCHONEBERGER,
10 Executor of the estate of ALOYSIUS J. HOFFMAN, JR., deceased, be
11 settled, allowed and confirmed and he is directed and authorized
12 to make the following payments and disbursements for costs and
13 other expenses in these proceedings and to retain such sums
14 hereinbelow described as follows:

15 1. To the law offices of MANOUKIAN, SCARPELLO & ALLING,
16 LTD., the sum of \$5,000.00 as a partial fee for services rendered
17 in this regard.

18 2. To the law offices of MANOUKIAN, SCARPELLO & ALLING,
19 LTD., the costs expended pursuant to the Memorandum of Costs and
20 Disbursements which will be filed herein as a reimbursement for
21 costs advanced heretofore in these proceedings; to-wit: \$687.19.

22 3. Distribution is hereby ordered, to those parties enti-
23 tled, of the remaining assets contained in the Compromise Agree-
24 ment dated November 14, 1985 which has not previously been
25 ordered as paid or distributed by this Court.

26 ////

27 ////

28 ////

MANOUKIAN, SCARPELLO & ALLING, LTD.
ATTORNEYS AT LAW

CARSON CITY OFFICE
803 EAST PROCTOR STREET
CARSON CITY, NEVADA 89701
TELEPHONE (702) 882-8177

LAKE TAHOE OFFICE
ROUND HILL PROFESSIONAL BUILDING
P. O. BOX 98
ZEPHYR COVE, NEVADA 89448
TELEPHONE (702) 888-8888

1 4. That, pursuant to the Compromise Agreement dated
2 November 14, 1985, the Court shall order dismissal of the credi-
3 tor's claim filed on or about October 22, 1984 by MARY RACHEL
4 HOFFMAN, case number 15272 in the above-entitled court.

5 5. That the said BERT SCHONEBERGER, Executor of the Estate
6 of ALOYSIUS J. HOFFMAN, JR., is directed and ordered to retain
7 the sum of \$30,000.00 cash in the Estate accounts, said sum to be
8 distributed by further order of this Court.

9 6. After payment and retention of the above sums, dis-
10 tribution of the remaining balance of the estate is hereby
11 ordered to BERT SCHONEBERGER and to First Interstate Bank (The
12 First National Bank of Nevada), in trust, according to the terms
13 and conditions contained in the Last Will and Testament of the
14 decedent.

15 7. That the following issues remain in dispute and will be
16 determined by order of this court upon the taking of evidence at
17 the hearing to be held June 23, 1986 at 1:30 p. m. in the
18 above-entitled court:

19 (a) The balance of the attorney's fees for services
20 rendered by the law offices of MANOUKIAN, SCARPELLO &
21 ALLING, LTD.

22 (b) The statutory commission to be paid to the
23 Executor.

24 (c) The amount of interest payable on the Compromise
25 Agreement described hereinabove dated November 14, 1985.

26 (d) That the release and discharge of the Executor
27 and the vacating of this Court's previous Order Appointing
28 Executor and For Letters Testamentary shall be deferred

MANOUKIAN, SCARPELLO & ALLING, LTD.
ATTORNEYS AT LAW

LAKE TAHOE OFFICE
CARSON CITY OFFICE
303 EAST PROCTOR STREET
CARSON CITY, NEVADA 89701
TELEPHONE (702) 461-4477
ROUND HILL PROFESSIONAL BUILDING
P.O. BOX 95
ZEPHYR COVE, NEVADA 89448
TELEPHONE (702) 586-8876

1 until after the June 23, 1986 hearing as described herein-
2 above as appropriate.

3 (e) Exceptions to disbursements during the accounting
4 period.

5 (f) Exceptions to property distributed to Kaye Juhl.

6 (g) Whether the Executor acted with due diligence
7 in administrating the estate since December 10, 1985.

8 (h) Attorney fees to Milos Terzich, Esq.

9 8. That the said BERT SCHONEBERGER, Executor of the estate
10 of ALOYSIUS J. HOFFMAN, JR., is authorized and directed to do all
11 things necessary and proper to effectuate the said distributions
12 set forth and ordered herein and shall pay all costs, fees and
13 expenses ordered herein and incidental to the distribution and
14 retention of such sums as ordered.

15 SO ORDERED this 11 day of June, 1986.

16 *Lester H. Berkson*
17 HONORABLE LESTER BERKSON
18
19

20 RECORDED AT THE REQUEST OF
First American Title Co.
21 BOOK 171 PAGE 125

22 '87 DEC 30 P4-24

23 OFFICIAL RECORDS
24 EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
25 FILE NO. 115451
26 FEE \$ 70.00
27
28