

1 CASE NO. 960

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3
4 119211

5
6 IN THE SEVENTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
7 IN AND FOR THE COUNTY OF EUREKA
8

9 IN THE MATTER OF THE ESTATE OF

10 RONALD CREIGHTON CHANEY, also
11 known as RONALD C. CHANEY, also
12 known as RON CHANEY,

Deceased.

13
14 PETITION TO APPROVE ATTORNEYS' CONTINGENT FEE
COMPENSATION AGREEMENT PURSUANT TO N.R.S. 150.060

15 COMES NOW, your Petitioner, SANDRA L. CHANEY, and
16 respectfully petitions the Court as follows:

17 1. That she is named as Executrix in the Will of RONALD
18 CREIGHTON CHANEY, and has petitioned, in the above-entitled
19 proceeding, for appointment as Executrix of said Estate and for
20 issuance of Letters Testamentary, which said hearing has been set
21 pursuant to the Rules of Court to be heard on Friday, April 22,
22 1988.

23 2. Your Petitioner is informed and believes, and
24 therefore alleges as true, that, among the assets of said Estate
25 are the interest of the decedent and the Estate in and to monies
26 and properties administered under that certain Declaration of

1 Trust dated March 7, 1987, and/or monies and properties
2 constituting the undistributed assets of DOROTHY H. SYMONS, the
3 mother of the above-named decedent, who predeceased him. Your
4 Petitioner has been informed and believes, and therefore alleges
5 as true, that the total value of such monies and properties in
6 which the Estate claims an interest exceeds the sum of FIVE
7 HUNDRED THOUSAND DOLLARS (\$500,000.00).

8 3. Your Petitioner is informed and believes that others
9 claim an interest in and to such monies and properties, which
10 interest is claimed to be superior to that of the decedent and the
11 Estate.

12 4. Upon her appointment as Executrix of the Estate,
13 your Petitioner intends, and is required by N.R.S. 143.020 et
14 seq., to take possession of the real and personal property of the
15 deceased and to maintain actions for the recovery of any such real
16 or personal property and shall use reasonable diligence in doing
17 the same.

18 5. The property administered in accordance with the
19 Declaration of Trust dated March 3, 1987, and the undistributed
20 assets of DOROTHY H. SYMONS, to the best knowledge and belief of
21 your Petitioner, are situate in the State of California and
22 appropriate proceedings to recover said monies and properties must
23 be commenced in the State of California for that reason.

24 6. It is necessary that the Estate be represented by
25 knowledgeable counsel in the State of California and that specific
26 arrangements be made to employ appropriate counsel and to provide

1 for compensation therefor. If the said properties and monies are
2 not recovered, said Estate apparently will administer few assets
3 having little value. It is, therefore, not possible to contract
4 for the employment of counsel other than on a "contingent fee"
5 basis, in which compensation for legal services will be made only
6 from, and to the extent of recovery, of monies and properties for
7 the benefit of the Estate as herein provided.

8 Your Petitioner has entered into, subject to the
9 approval of the Court, the attached Contingent Fee Agreement with
10 Attorney Charles M. Murphy and Attorney Stephen F. Peters to
11 represent the Estate with regard to the recovery of the described
12 properties. Attorney Charles M. Murphy is a resident of the State
13 of Nevada, a graduate of the University of Nevada and Stanford
14 University School of Law and an attorney admitted to all the
15 courts of the State of Nevada since November 17, 1969. He also
16 represents the Petitioner and the Estate in regard to the
17 administration thereof, which services are not a part of the
18 Agreement herein. Attorney Stephen F. Peters is a resident of the
19 State of California, a graduate of Pomona College and the
20 University of California at Los Angeles School of Law and
21 thoroughly experienced in the representation of administrators and
22 executors of decedents' estates. By the terms of said Contingent
23 Fee Agreement, said attorneys, in connection with the commencement
24 and maintenance of appropriate actions for the recovery of the
25 described property and monies, would be compensated at the rate of
26 one-third (1/3) of any recovery of such monies and property.

CHARLES M. MURPHY
ATTORNEY AT LAW
1110 SOUTH 4TH STREET, SUITE 201
LAS VEGAS, NEVADA 89101
(702) 329-6431

1 It is in the best interest of the Estate and those
2 interested in it that said Contingent Fee Agreement be approved to
3 permit your Executrix to retain qualified counsel to represent the
4 Estate in attempting to recover such assets. Upon approval, said
5 contract will be binding upon the Estate in accordance with the
6 provisions of N.R.S. 150.060.

7 WHEREFORE, your Petitioner prays that the Court enter
8 its Order as follows:

9 1. Setting said matter for hearing in accordance with
10 the rules of court and giving notice thereof as provided by law.

11 2. That, upon said hearing, said attorneys' Contingent
12 Fee Agreement be approved and your Petitioner authorized and
13 ordered to comply therewith.

14 DATED this 25th day of March, 1988.

15
16 Sandra L. Chaney
17 SANDRA L. CHANEY

18 Charles M. Murphy
19 Charles M. Murphy, Esq.
20 290 South Arlington Avenue
21 Reno, Nevada 89501
22 Attorney for Petitioner

23 STATE OF NEVADA)
24) ss:
25 COUNTY OF WASHOE)

26 SANDRA L. CHANEY, being first duly sworn, deposes and
says:

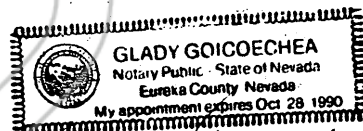
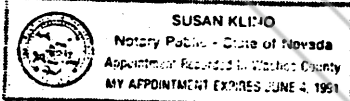
CHARLES M. MURPHY
ATTORNEY AT LAW
1000 SOUTH MAIN STREET
RENO, NEVADA 89501
702-785-6131

1 That she is the Petitioner above-named; that she has
2 read the foregoing Petition to Approve Attorneys' Contingent Fee
3 Compensation Agreement pursuant to N.R.S. 150.060 and knows the
4 contents thereof; that the same is true of her own knowledge
5 except as to those matters therein stated on information and
6 belief, and as to those matters, she believes it to be true.

7
8 Sandra L. Chaney
SANDRA L. CHANEY

9
10 SUBSCRIBED and SWORN to before me
11 this 14th day of March, 1988.

12
13
14 NOTARY PUBLIC



Gladys Goicoechea
June 14, 1988

1 CONTINGENT FEE AGREEMENT

2 THIS AGREEMENT is made and entered into by and between
3 the ESTATE OF RONALD CREIGHTON CHANEY, Deceased, First Party,
4 sometimes hereinafter referred to as "Client" and CHARLES M.
5 MURPHY, ESQ., and STEPHEN P. PETERS, ESQ., Second Parties,
6 sometimes hereinafter referred to as "Attorneys" with reference to
7 the following facts:

8 1. SANDRA L. CHANEY is the named Executrix of the Last
9 Will and Testament of RONALD CREIGHTON CHANEY, who died in Eureka,
10 Eureka County, Nevada on December 3, 1987, and she has petitioned
11 for the admission of said Last Will and Testament to probate and
12 for her appointment as said Executrix in accordance with the
13 provisions of the Will and of law.

14 2. Among the assets of the Estate is the claim of the
15 Decedent and the Estate to monies and properties administered
16 under the Declaration of Trust dated March 7, 1987, and for the
17 undistributed assets of DOROTHY H. SYMONS, the mother of the
18 Decedent, who predeceased him.

19 3. Client is informed and believes that others claim an
20 interest in and to such monies and properties, which interest is
21 claimed to be superior to that of the Decedent and the Estate.

22 4. Proceedings to recover said monies and properties
23 for the benefit of the Estate must be commenced in the State of
24 California, which is the situs of the Trust and the undistributed
25 assets of DOROTHY H. SYMONS, Deceased.

26 5. Client desires to retain Attorneys for the purpose
of representing the Estate in such proceedings as shall be
reasonably appropriate to attempt to recover, for the benefit of
the Estate and those interested in it, such monies and properties,
and seeks hereby to retain Attorneys for such services and to
provide for compensation for Attorneys, which compensation shall
be approved by the Court pursuant to N.R.S. 150.060.

21 NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE
22 PARTIES AS FOLLOWS:

23 Client, for and in consideration of services rendered
24 and to be rendered by Attorneys to Client, hereby retains
25 Attorneys to represent it in seeking to recover properties and
26 monies claimed due to the Decedent and Client with respect to
undistributed assets of DOROTHY H. SYMONS, Deceased, and for
monies and properties held within the Declaration of Trust dated
March 7, 1987, and any similar instrument.

Client empowers Attorneys to take any and all steps and
proceedings as shall be deemed to be advisable, including, but not

1 limited to, the making of demands for such payment and recovery of
2 such properties in the name of Client, the institution of
3 appropriate judicial proceedings and such other appropriate
4 procedures. Client agrees to pay all costs arising therefrom,
5 including, but not limited to, filing fees, costs arising from the
6 use of depositions and other appropriate discovery procedures, the
7 payment of expert witness fees and other legal costs which may be
8 necessary in the proceeding. In the event that Attorneys have
9 advanced such costs, Client agrees to reimburse Attorneys therefor
10 upon demand.

11 Client will pay Attorneys as and for a fee for legal
12 services rendered by them to Client a sum equal to ONE-THIRD (1/3)
13 of the gross proceeds received in recovery upon the claims of
14 Client as herein set forth. In the event that no recovery is
15 made, Client shall be obligated to pay no fee to Attorneys, but
16 shall remain obligated to pay or reimburse any costs incurred in
17 connection with said action as aforesaid.

18 Client understands and acknowledges that Attorneys have
19 a lien, pursuant to law, on any and all monies and properties
20 received in connection with said matter to the extent of any fees
21 for legal services due and any reimbursement for advanced costs
22 due.

23 Client acknowledges that neither Attorneys nor any party
24 representing them or in their employ have made any representations
25 or guarantees as to the outcome of said litigation. Attorneys
26 shall be authorized to associate other counsel as Attorneys shall
determine in their sole discretion so long as such association
shall be without additional cost to Client. Attorneys shall not
settle or compromise said matter without approval of Client.
Client shall not settle or compromise said matter without first
consulting with Attorneys, nor without obtaining the approval of
the Court supervising the administration of the Estate. Client
will cooperate fully in any proceedings required in connection
herewith.

IN WITNESS WHEREOF, the parties hereto have executed
this Agreement as of this 25 day of March, 1988.

STEPHEN F. PETERS, ESQ. and
CHARLES M. MURPHY, ESQ.

THE ESTATE OF
RONALD CREIGHTON CHANEY,
Deceased

By: 

By: _____

SANDRA L. CHANEY, Executrix

Attorneys

Client

[illegible]

78 JUN 14 P4 09
Sandy Chaney Green
OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.N. REBALEATI. RECORDER
FILE NO. FEE \$
119211 12.00

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