

1 **Exeter Trinity Properties, LLC**
2 Elmer P. Vild, Tax Matters Trustee
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7 **IN THE UNITED STATES DISTRICT COURT**
8 **DISTRICT OF ARIZONA**

9 UNITED STATES OF AMERICA,
10 Plaintiffs,

No. 3:10-CV-08142 JWS

11 vs.

12 **MOTION FOR ENLARGEMENT**
13 **OF TIME**

14 JOSEPH J. LIPARI, EILEEN H. LIPARI
15 and EXETER TRINITY PROPERTIES,
16 L.L.C.,
17 Defendants.

Honorable John W. Sedwick

18 Comes now, Elmer P. Vild, Trustee and Tax Matters Member of Exeter
19 Trinity Properties LLC (hereinafter "Exeter) and Trustee of Timeless Windsor
20 Ventures Trust (hereinafter "Timeless"), current owner of the subject property in
21 this case, proceeding without the assistance of counsel, relying on *Haines v.*
22 *Kerner* and other Supreme Court cases as previously stated.

23 This honorable court has ordered that the attorney for defendant, Exeter
24 may withdraw from this case. This court has also ordered that Exeter shall cause
25 counsel to appear on its' behalf within 14 days of the order, thus by about
September 4th, 2012.

1 Exeter has no means to hire counsel and specifically transferred the
2 subject property to Timeless in order that the trustees of said trust would be able
3 to attempt to carry on a defense on behalf of the trust in this case. The
4 beneficiary of Timeless is the same beneficiary as that of Trust members of
5 Exeter. Thus the rights of the beneficiary are utmost to the Trustees designated
6 to defend this action. In addition, the Trustees of Timeless are parties to the
7 contractual trust.
8

9 It is understood that Limited Liability Companies, Corporations and
10 Limited Partnerships are required to be represented by counsel, however, this is
11 not the case with an irrevocable contractual trust as has been so stated under
12 Arizona Law (ARS §14-10816). These statutes declare that a trustee may
13 “Prosecute or defend an action, claim or judicial proceeding in any jurisdiction to
14 protect trust property and the trustee in the performance of the trustee’s duties.”
15 The cases cited by the court of *Rowland v. Calif. Men’s Colony* and *C.E. Pope*
16 simply do not apply.
17

18 Specifically, *Article I, Section 10 of the Constitution of the United States*
19 affirms the right to contract, and the Trustees of Timeless are bound under
20 contract to defend the trust property in any court and under all circumstances.
21 In addition, federal law dictates that the Court follow Arizona State law when
22 adjudicating a case. This is especially true when Arizona law controls the title
23 and ownership of the entity’s assets. Arizona law, Timeless and Exeter’s
24 controlling instruments, all state the Trustees may defend the entity in ANY
25 legal action.

Cert No: 7011 1570 0003 6914 2607

CERTIFICATE OF SERVICE

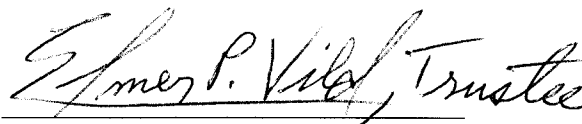
On **August 28th, 2012** the *original* of the **MOTION TO ENLARGE TIME** was mailed by United States *Certified* Mail for filing to the **Clerk of the District Court** along with a copy for the **Honorable Judge John W. Sedwick**. In addition, copies were mailed by United States Mail to:

CHARLES M. DUFFY

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JOSEPH LIPARI

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