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Feb 10 2022 06:12 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

7 COURT OF APPEALS

9 STATE OF NEVADA

10 NICKEL MINE AVENUE TRUST, a
Nevada irrevocable trust;
11 TRAVERTINE LANE TRUST, a
Nevada irrevocable trust; MAHOGANY
12 MEADOWS AVENUE TRUST, a
Nevada irrevocable trust; SATICOY
13 BAY LLC, a Nevada Limited Liability
Company,

14 Appellants,

15 vs.

17 COPPER CREEK HOMEOWNERS
ASSOCIATION,

18 Respondent.

No. 82205-COA

APPELLANTS'
SUPPLEMENTAL
RESPONSE TO
ORDER TO SHOW CAUSE

21 Nickel Mine Avenue Trust, Travertine Lane Trust, Mahogany Meadows
22 Avenue Trust, and Saticoy Bay LLC (hereinafter “defendants”), by and through their
23 attorney, the Law Offices of Michael F. Bohn, Esq., Ltd., submit this supplemental
24 response to the order to show cause issued by the court on December 3, 2021 as
25 follows:

26 **FACTS**

27 On December 3, 2021, this court issued an order to show cause why the appeal
28 should not be dismissed because the notice of appeal appeared to be untimely.

1 After a review of the file, counsel for appellants determined that there in fact
2 was never a final determination of all the issues in the pleadings. Appellant requested
3 an extension of time to file for a Rule 54(b) determination. This court granted an
4 extension and ordered a response by February 10, 2021.

5 The district court denied the motion for Rule 54(b) determination by minute
6 order. A copy of the minute order is Exhibit 1.

7 Counsel for the appellant believes the denial of the motion for Rule 54(b)
8 determination was improperly denied contrary to the case of Bernard v. Rockhill
9 Development Co. 103 Nev. 132, 734 P.2d 1238 (1987).

10 Moreover, although counsel requested a hearing on the matter, no hearing was
11 given, and the district court entered a minute order on it's chambers calendar.

12 The appellant intends to immediately file for a rehearing, and would request an
13 additional extension of time from this court pending the rehearing.

14 DATED this 10th day of February 2022

15 LAW OFFICES OF
16 MICHAEL F. BOHN, ESQ., LTD.

17
18 By: / s / Michael F. Bohn, Esq. /
19 Michael F. Bohn, Esq.
20 2260 Corporate Circle, Ste. 480
21 Henderson, Nevada 89074
22 Attorney for defendants/appellants
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1 **CERTIFICATE OF SERVICE**

2 In accordance with N.R.A.P. 25, I hereby certify that I am an employee of the
3 Law Offices of Michael F. Bohn, Esq., Ltd., and that on the 23rd day of February
4 2022, a copy of the foregoing APPELLANTS' SUPPLEMENTAL RESPONSE TO
5 ORDER TO SHOW CAUSE; was served electronically through the Court's
6 electronic filing system to the following individuals:

7
8 David M. Bray, Esq.
9 BRAY LAW GROUP, LLC
10 1180 N. Town Center Drive, Ste. 100
11 Las Vegas, NV 89144

12 /s/ /Maurice Mazza/
13 An Employee of the LAW OFFICES OF
14 MICHAEL F. BOHN, ESQ., LTD.

EXHIBIT 1

EXHIBIT 1

A-19-791060-C

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Negligence - Other Negligence

COURT MINUTES

August 13, 2020

A-19-791060-C Copper Creek Homeowners Association, Plaintiff(s)
vs.
Nickel Mine Avenue Trust, Defendant(s)

August 13, 2020

Chambers

All Pending Motions

**All Pending Motions
(08/13/2020)**

HEARD BY: Israel, Ronald J.

COURTROOM: RJC Courtroom 15C

COURT CLERK: Kathy Thomas

PARTIES

PRESENT: None

JOURNAL ENTRIES

- PLATINIFF'S MOTION FOR AN AWARD OF ATTORNEYS' FEES AND COSTS:

Plaintiff filed a Motion for An Award of Attorneys' Fees and Costs on April 27, 2020. Defendants collectively filed an opposition on May 15, 2020. Plaintiff filed a reply on June 3, 2020. Plaintiff seeks an award of attorneys' fees pursuant to the terms of the parties' settlement agreement, NRS 18.010, and NRS 18.020 as the prevailing party in this case.

Under NRS 18.010, the compensation of an attorney and counselor for his or her service is governed by agreement, express or implied, which is not restrained by law. In determining the amount of fees to award, the court is not limited to one specific approach; its analysis may begin with any method rationally designed to calculate a reasonable amount, so long as the requested amount is reviewed in light of the Brunzell factors. Logan v. Abe, 131 Nev. 260, 266, 350 P.3d 1139, 1143 (2015). The Brunzell factors include:

(1) the qualities of the advocate: his ability, his training, education, experience, professional standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its importance, time and skill required, the responsibility imposed and the prominence and character of the parties where they affect the importance of the litigation; (3) the work actually performed by the lawyer: the skill, time and attention given to the work; (4) the result: whether the attorney was successful and what benefits were derived.

Brunzell v. Golden Gate Nat. Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

PRINT DATE: 08/17/2020

Page 1 of 2

Minutes Date: August 13, 2020

Here, the Court granted in part and denied in part Plaintiff's Motion for Summary Judgment. The Court entered an order on April 3, 2020 and found that Defendants breached the settlement agreement and release between the parties concerning the six subject properties. The Court capped the damages to \$1,000 per home. The Court finds that Plaintiff is the prevailing party in this case given the Court's ruling that Defendants breached the settlement agreement. Thus, pursuant to the terms of the settlement agreement, Plaintiff is entitled to an award of attorneys' fees and costs as the prevailing party. Further, the Court finds that the Brunzell factors are met for the reasons stated in the Motion and Affidavit. Accordingly, the Plaintiff's Motion for Attorneys' Fees and Costs is GRANTED.

This Decision sets forth the Court's intended disposition on the subject but anticipates further Order of the Court to make such disposition effective as an Order. Such Order should set forth a synopsis of the supporting reasons proffered to the Court in briefing and argument. Plaintiff's counsel is to prepare the Order and submit to Chambers for consideration in accordance with EDCR 7.21.

PLAINTIFF COPPER CREEK HOMEOWNERS ASSOCIATION'S MOTION FOR RELEASE OF INJUNCTION BOND:

Plaintiff filed a Motion for Release of Injunction Bond on July 10, 2020. There has been no opposition filed. On April 3, 2020, this Court ordered that Plaintiff post an injunctive bond of \$2,500.00 payable to the Clerk of the Court. Defendants did not appeal the issuance of the injunction. Thus, the Court finds that there is no threat of irreparable injury to the Defendants and ORDERS the Clerk of the Court to return the security bond in the amount of \$2,500.00 to the Plaintiff.

This Decision sets forth the Court's intended disposition on the subject but anticipates further Order of the Court to make such disposition effective as an Order. Such Order should set forth a synopsis of the supporting reasons proffered to the Court in briefing and argument. Plaintiff's counsel is to prepare the Order and submit to Chambers for consideration in accordance with EDCR 7.21.

CLERK'S NOTE: A copy of this minute order was e-served to counsel. 08/17/2020 kt