

IN THE SUPREME COURT OF THE STATE OF NEVADA

INDICATE FULL CAPTION:

PIERRE A. HASCHEFF

Appellant/Cross-Respondent,

vs.

LYNDA HASCHEFF,

Respondent/Cross-Appellant.

No. 86976

Electronically Filed
Aug 11 2023 02:27 PM
Elizabeth A. Brown
Clerk of Supreme Court

DOCKETING
CIVIL APPEALS

GENERAL INFORMATION

Appellants must complete this docketing statement in compliance with NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeals under NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases for expedited treatment and assignment to the Court of Appeals, and compiling statistical information.

WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. See KDI Sylvan Pools v. Workman, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District Second Judicial Department 12

County Washoe Judge Sandra A. Unsworth

District Ct. Case No. DV13-00656

2. Attorney filing this docketing statement:

Attorney Debbie Leonard Telephone (775) 964-4656

Firm Leonard Law, PC

Address 955 S. Virginia Street, Suite 220
Reno, NV 89502

Client(s) Lynda Hascheff, Respondent/Cross-Appellant

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

3. Attorney(s) representing respondents(s):

Attorney Therese M. Shanks Telephone (775) 788-2200

Firm Fennemore Craig, P.C.

Address 7800 Rancharrah Parkway
Reno, NV 89511

Client(s) Pierre A. Hascheff, Appellant/Cross-Respondent

Attorney _____ Telephone _____

Firm _____

Address _____

Client(s) _____

(List additional counsel on separate sheet if necessary)

4. Nature of disposition below (check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Judgment after bench trial | <input type="checkbox"/> Dismissal: |
| <input type="checkbox"/> Judgment after jury verdict | <input type="checkbox"/> Lack of jurisdiction |
| <input type="checkbox"/> Summary judgment | <input type="checkbox"/> Failure to state a claim |
| <input type="checkbox"/> Default judgment | <input type="checkbox"/> Failure to prosecute |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief | <input type="checkbox"/> Other (specify): _____ |
| <input type="checkbox"/> Grant/Denial of injunction | <input type="checkbox"/> Divorce Decree: |
| <input type="checkbox"/> Grant/Denial of declaratory relief | <input type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Review of agency determination | <input checked="" type="checkbox"/> Other disposition (specify): <u>fees/costs</u> |

5. Does this appeal raise issues concerning any of the following?

- ☐ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

6. Pending and prior proceedings in this court. List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

Pierre A. Hascheff v. Lynda L. Hascheff, Case 82626-COA, Order Affirming in Part, Reversing in Part and Remanding entered June 29, 2022.

7. Pending and prior proceedings in other courts. List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

Pierre A. Hascheff v. Lynda L. Hascheff, Second Judicial District Court, Family Division, Case No. DV13-00656, Dept. 12: Divorce Decree entered November 15, 2013.

8. Nature of the action. Briefly describe the nature of the action and the result below:

On June 16, 2020, Lynda filed a Motion for Clarification or Declaratory Relief regarding Terms of the Marital Settlement Agreement ("MSA") and Decree related to an indemnification provision in the MSA. Lynda further requested that Pierre pay the costs and fees she incurred in connection with her attempts to obtain information, respond to his demands and engage in the motion practice to establish her rights and obligations. Pierre filed a Motion for Order to Show Cause, or in the Alternative, to Enforce the Court's Orders, seeking to have Lynda held in contempt of court for allegedly violating the MSA ("OSC Motion"). On February 1, 2021, the district court issued its Order Granting Motion for Clarification or Declaratory Relief; Order Denying Motion for Order to Enforce and/or for an Order to Show Cause; Order Denying Request for Attorney's Fees and Costs, which Pierre appealed and Lynda cross appealed. On June 29, 2022, the Court of Appeals issued an Order Affirming in Part, Reversing in Part, and Remanding. On June 12, 2023, the district court entered the Order Awarding Attorney's Fees, which recognized Lynda as having prevailed but only awarded her fees incurred in the district court, not on appeal.

9. Issues on appeal. State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

The principal issues in the cross appeal are:

After correctly concluding Lynda was the prevailing party and awarding fees she incurred in the district court proceedings, did the district court abuse its discretion by denying her the attorney's fees she incurred in connection with the appeal?

Did the district court abuse its discretion by allowing Pierre to pay the \$46,675 fee award at the rate of only \$1,500 per month when he offered no evidence of financial hardship or inability to immediately pay the judgment in full?

Lynda reserves the right to raise additional issues in the briefing.

10. Pending proceedings in this court raising the same or similar issues. If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

N/A

11. Constitutional issues. If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☒ N/A

☐ Yes

☐ No

If not, explain:

12. Other issues. Does this appeal involve any of the following issues?

☐ Reversal of well-settled Nevada precedent (identify the case(s))

☐ An issue arising under the United States and/or Nevada Constitutions

☐ A substantial issue of first impression

☐ An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain: N/A

13. Assignment to the Court of Appeals or retention in the Supreme Court. Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstance(s) that warrant retaining the case, and include an explanation of their importance or significance:

This matter is presumptively assigned to the Court of Appeals pursuant to NRAP 17(b)(7) and NRAP 17(b)(10) because it is a post-judgment matter in a divorce case that does not involve termination of parental rights.

14. Trial. If this action proceeded to trial, how many days did the trial last? _____

Was it a bench or jury trial? N/A

15. Judicial Disqualification. Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?
N/A

TIMELINESS OF NOTICE OF APPEAL

16. Date of entry of written judgment or order appealed from June 12, 2023

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

N/A

17. Date written notice of entry of judgment or order was served June 12, 2023

Was service by:

☐ Delivery

☒ Mail/electronic/fax

18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

☐ NRCP 50(b) Date of filing N/A

☐ NRCP 52(b) Date of filing N/A

☐ NRCP 59 Date of filing N/A

NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v. Washington, 126 Nev. ____, 245 P.3d 1190 (2010).

(b) Date of entry of written order resolving tolling motion N/A

(c) Date written notice of entry of order resolving tolling motion was served N/A

Was service by:

☐ Delivery

☐ Mail

19. Date notice of appeal filed July 11, 2023

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

July 11, 2023 - Notice of Appeal filed by Appellant/Cross-Respondent Pierre A. Hascheff

July 17, 2023 - Notice of Appeal filed by Respondent/Cross-Appellant Lynda Hascheff

20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other

NRAP 4(a)(2)

SUBSTANTIVE APPEALABILITY

21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:

(a)

☐ NRAP 3A(b)(1)

☐ NRS 38.205

☐ NRAP 3A(b)(2)

☐ NRS 233B.150

☐ NRAP 3A(b)(3)

☐ NRS 703.376

☒ Other (specify) NRAP 3A(b)(8)

(b) Explain how each authority provides a basis for appeal from the judgment or order:

The June 12, 2023 Order Awarding Attorney's Fees is a special order entered after final judgment.

22. List all parties involved in the action or consolidated actions in the district court:

(a) Parties:

Pierre A. Hascheff

Lynda L. Hascheff

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, *e.g.*, formally dismissed, not served, or other:

N/A

23. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.

The original divorce complaint was filed in 2013. The decree of divorce was filed on November 15, 2013.

24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?

☒ Yes

☐ No

25. If you answered "No" to question 24, complete the following:

(a) Specify the claims remaining pending below:

(b) Specify the parties remaining below:

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☐ Yes

☐ No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☐ Yes

☐ No

26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):

27. Attach file-stamped copies of the following documents:

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order

VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Lynda Hascheff
Name of appellant

Debbie Leonard, Leonard Law, PC
Name of counsel of record

August 11, 2023
Date

/s/ Debbie Leonard
Signature of counsel of record

Washoe County, Nevada
State and county where signed

CERTIFICATE OF SERVICE

I certify that on the 11th day of August, 2023, I served a copy of this completed docketing statement upon all counsel of record:

- ☐ By personally serving it upon him/her; or
- ☐ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

X Eflex Electronic Service

Counsel for Appellant/Cross-Respondent and the Settlement Judge listed below are registered Eflex users and were served through the Court's Eflex system upon filing.

Therese M. Shanks
Fennemore Craig, P.C.
7800 Rancharra Pkwy
Reno, NV 89511

Dated this 11th day of August, 2023

/s/ Tricia Trevino
Signature

LIST OF DOCKETING STATEMENT ATTACHMENTS

Hascheff v. Hascheff, Case No. 86976

Attachment 1: Verified Complaint for Divorce – No Property No Children
(filed April 15, 2013)

Attachment 2: Order Awarding Attorney's Fees
(filed June 12, 2023)

Attachment 3: Notice of Entry of Order Awarding Attorney's Fees
(filed June 12, 2023)

ATTACHMENT 1

Verified Complaint for Divorce –
No Property No Children
(filed April 15, 2013)

ORIGINAL

CODE: 1435
Todd L. Torvinen, Esq.
Nevada Bar No: 3175
232 Court Street
Reno, NV 89501
(775) 825-6066
Attorney for Plaintiff

FILED
2013 APR 15 PM 2:44
JOEY OROURA HASTINGS
CLERK OF THE COURT
BY: *[Signature]*
DEPUTY

IN THE FAMILY DIVISION OF
THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

Pierre A. Hascheff,

Plaintiff,

-vs-

Lynda L. Hascheff,

Defendant.

Case No:

Dept No: 18

0113 0005R

VERIFIED COMPLAINT FOR DIVORCE-NO PROPERTY NO CHILDREN
COMES NOW the Plaintiff, Pierre A. Hascheff, and for his cause of action
against the Defendant, states:

I.

JURISDICTION

That Plaintiff is now, and for a period of more than six (6) weeks preceding the
commencement of this action has been an actual, bona fide resident of the State of
Nevada, and has been for said period of time, physically and corporeally present in said
State.

1 II.

2 PLACE OF MARRIAGE AND CHILDREN

3 That Plaintiff and Defendant were married on or about September 8, 1990 in
4 Reno, Nevada, and ever since that date have been, and now are, husband and wife.
5 The parties have no minor children, but have two adult children; and Wife is not now
6 pregnant.

7 III.

8 PROPERTY AND DEBTS

9 The parties own community property and owe community debts. Plaintiff seeks a
10 division of these assets and debts pursuant to Nevada law. Plaintiff also seeks a
11 confirmation of separate property and debts, if any.

12 IV.

13 STATEMENT OF INCOMPATIBILITY

14 Since the marriage of Plaintiff and Defendant, the parties have become
15 incompatible and are no longer able to live in marital harmony.

16 V.

17 ATTORNEY FEES AND COSTS

18 Plaintiff affirmatively alleges that each party should bear his own attorney fees
19 and costs.

20 VI.

21 MARITAL WASTE

22 Plaintiff is informed and believes that the Defendant has committed a waste of
23 community assets, and therefore owes a sum to the Plaintiff in an amount equal to one-
24 half of the total as proved at Trial.

25 VII.

26 SPOUSAL SUPPORT

27 Plaintiff affirmatively alleges that the facts in this case support an award of
28 alimony to the Defendant.

1 **WHEREFORE**, Plaintiff prays for Judgment against the Defendant as follows:

2 1. That he be granted a Decree of Divorce, dissolving the bonds of matrimony,
3 now and heretofore existing between Plaintiff and the said Defendant, and restoring
4 each of said parties to the status of unmarried persons.

5 2. That community property and debts be distributed pursuant to Nevada Law;
6 and separate property be confirmed.

7 3. That each party bears his or her attorney fees and costs.

8 4. For an award related to marital waste as proved at trial.

9 5. For an award of spousal support to Defendant.

10 6. For such other and further relief as this Court deems just and proper.

11 **AFFIRMATION PURSUANT TO NRS 239B.030.** The undersigned does hereby
12 affirm that the preceding document does not contain the social security number of any
13 person.

14 DATED THIS 15 day of April, 2013.

15
16 The Law Office of
17 Todd L. Torvinen, Chtd.

18 
19 Todd L. Torvinen, Esq.

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VERIFICATION

STATE OF NEVADA)
: ss.
COUNTY OF WASHOE)

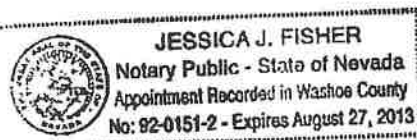
Plaintiff, being first duly sworn, under penalty of perjury, deposes and states:

That he is the Plaintiff in the above-entitled action; that he has read the foregoing Complaint and knows the contents thereof; that the same is true of his own knowledge, except as to those matters which are therein stated upon information and belief, and as to those matters he believes it to be true.


Pierre A. Hascheff

SUBSCRIBED AND SWORN to before me
this 12th day of April, 2013.


NOTARY PUBLIC



AFFIRMATION PURSUANT TO NRS 239B.030. The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

ATTACHMENT 2

Order Awarding
Attorney's Fees
(filed June 12, 2023)

1 CODE:
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5

6 IN THE FAMILY DIVISION
7 OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
8 IN AND FOR THE COUNTY OF WASHOE
9

10 PIERRE A. HASCHEFF,

11 Plaintiff,

12 vs.
13

Case No. DV13-00656

Dept. No. 12

14 LYND A HASCHEFF,

15 Defendant.
16

17 **ORDER AWARDING ATTORNEY'S FEES**

18 Presently before the Court is Defendant, Lynda Hascheff's ("Ms. Hascheff"), Notice of
19 Filing Wilfong Affidavit ("Wilfong Affidavit") filed on March 10, 2023. Plaintiff, Pierre A.
20 Hascheff ("Judge Hascheff"), was served with the Wilfong Affidavit by eFlex on March 10, 2023
21 and filed his Opposition/Response to Wilfong Affidavit ("Opposition") on March 24, 2023.
22 Thereafter, the parties stipulated to Ms. Hascheff's counsel providing Judge Hascheff's counsel
23 with unredacted billing invoices and to allow Judge Hascheff to file a Supplemental
24 Opposition/Response to Wilfong Affidavit after review of the invoices. Judge Hascheff filed his
25 Supplemental Opposition to Wilfong Affidavit ("Supplemental Opposition") on April 14, 2023.
26 Ms. Hascheff filed her Reply to Supplemental Opposition to Wilfong Affidavit ("Reply") on April
27 18, 2023 and simultaneously submitted the Wilfong Affidavit for the Court's consideration.

28 The parties were divorced pursuant to the Findings of Fact, Conclusions of Law and Decree
of Divorce entered November 15, 2013, which ratified, approved, adopted, merged, and

1 incorporated by reference the parties' Marital Settlement Agreement (MSA) filed on September 30,
2 2013.

3 On June 16, 2020, Ms. Hascheff filed her Motion for Clarification or Declaratory Relief
4 Regarding Terms of MSA and Decree ("Clarification Motion"). On July 8, 2020, Judge Hascheff
5 filed his Motion for Order to Show Cause, or in the Alternative, to Enforce the Court's Orders
6 ("OSC Motion"). On February 1, 2021, the Court entered its Order Granting Motion for
7 Clarification or Declaratory Relief; Order Denying Motion for Order to Enforce and/or for an
8 Order to Show Cause; Order Denying Request for Attorneys' Fees and Costs. The matter was
9 timely appealed by Judge Hascheff and cross appealed by Ms. Hascheff. On June 29, 2022, the
10 Nevada Court of Appeals issued its Order Affirming in Part, Reversing in Part, and Remanding.
11 Two issues were remanded to this Court: (1) whether the fees and costs incurred by Judge Hascheff
12 in the malpractice action are covered by the indemnification provision of MSA § 40; and (2) an
13 award of attorney fees and costs under MSA § 35.1.

14 The Court held a status hearing on September 28, 2022 to determine how to proceed with
15 the remanded issues. Pursuant to the Order After Status Hearing entered September 29, 2022, the
16 parties were ordered to file a copy of the unredacted invoices and brief three-page statements
17 related to Judge Hascheff's claims of ambiguity in MSA § 40. Unredacted invoices were provided
18 to the Court and the parties pursuant to the Stipulated Protective Order filed October 13, 2022. In
19 the Order Regarding Ambiguity in MSA § 40 and Remand filed December 8, 2022, the Court
20 found Judge Hascheff failed to show MSA § 40 is ambiguous. In the same Order, the Court stated
21 it would take the remanded issues under advisement and issue a decision based upon the evidence
22 in the record, including the unredacted invoices.

23 On December 27, 2022, Judge Hascheff filed a Motion to Allow Briefing on Prevailing
24 Party. The Court denied the Motion in the February 15, 2023 Order Denying Motion to Allow
25 Briefing on Prevailing Party.

26 On February 17, 2023, the Court filed the Order Regarding Indemnification of Fees and
27 Costs Under MSA § 40; Order Regarding Prevailing Party Under MSA § 35.1, finding Ms.
28 Hascheff must indemnify Judge Hascheff in the amount of \$1,147.50 pursuant to MSA § 40 and

1 that Ms. Hascheff is entitled to an award of her reasonable attorney fees and other reasonably
2 necessary costs incurred in her Clarification Motion pursuant to MSA § 35.1.

3 In the Wilfong Affidavit, Ms. Hascheff by and through her counsel Shawn B Meador (“Mr.
4 Meador”) requests the Court enter an award of attorney’s fees and costs in the amount of \$124,591
5 pursuant to MSA § 35.1. Mr. Meador states Ms. Hascheff has incurred \$83,251 in fees and costs in
6 the district court, \$38,840 in fees and costs in connection with her appeal, and \$2,500 in fees for the
7 preparation of Mr. Meador and her appellate counsel’s *Wilfong* affidavits. Mr. Meador asserts the
8 fees and costs incurred by Ms. Hascheff resulted directly from Judge Hascheff’s unreasonable
9 demands and lack of transparency regarding indemnification of fees arising from a collateral trust
10 action allegedly connected to a malpractice suit. Mr. Meador asserts Judge Hascheff failed to
11 provide documentation to Ms. Hascheff’s counsel to allow him to evaluate the various demands for
12 indemnity and failed to share key information, such as that most of the fees demanded were
13 incurred prior to the filing of the malpractice action. Mr. Meador states Ms. Hascheff incurred
14 substantial attorney fees simply to obtain basic billing documentation, and when it was finally
15 received, it did not support Judge Hascheff’s demands. Mr. Meador alleges Judge Hascheff’s
16 demands for indemnification were a continuance of bullying that started during the divorce
17 proceeding and that the timing of Judge Hascheff’s demand letter indicates it was an act of
18 retaliation as the letter was sent shortly after the parties’ daughter did not invite Judge Hascheff to
19 her wedding. Mr. Meador states Ms. Hascheff acknowledged her legal obligations under the MSA
20 throughout the matter, made reasonable efforts to resolve the dispute, and ultimately filed her
21 Clarification Motion to seek the Court’s guidance to ensure she complied with her legal obligations.
22 Mr. Meador asserts Judge Hascheff filed a long, complex opposition and then filed his OSC
23 Motion, which raised the same issues already briefed. Mr. Meador alleges the OSC motion was
24 filed to make the legal process as expensive as possible for Ms. Hascheff. Mr. Meador asserts
25 Judge Hascheff then appealed this Court’s decision to force Ms. Hascheff to incur additional fees.
26 Mr. Meador states the Court of Appeals interpreted the MSA in the same way as Ms. Hascheff,
27 which makes her the prevailing party with respect to Judge Hascheff’s appeal. Mr. Meador argues
28 Judge Hascheff forced Ms. Hascheff to incur more fees after the appeal by refusing to provide

1 billing records without an expensive confidentiality agreement and by making an unsupportable
2 argument that MSA § 40 is ambiguous. Mr. Meador notes this ambiguity claim is in direct
3 contradiction to the OSC Motion as an order must be unambiguous for contempt to result, which
4 would indicate the OSC Motion was filed without merit. Thus, Mr. Meador states either the OSC
5 Motion or the later claim that the MSA is ambiguous was made in violation of NRCP 11 and the
6 Nevada Rules of Professional Conduct. Mr. Meador asserts Judge Hascheff's brief failed to even
7 address the alleged ambiguity he claimed required the briefing. Mr. Meador states Ms. Hascheff
8 was forced to incur fees again when Judge Hascheff requested briefing on the prevailing party issue
9 without merit. In support of the fees incurred in the district court, Ms. Hascheff attaches as Exhibit
10 A partially redacted billing invoices from Woodburn & Wedge dated from January 2020 to January
11 2023. In support of the appellate fees, Ms. Hascheff attaches as Exhibit B the Declaration of
12 Debbie Leonard, along with Ms. Leonard's billing invoices dated from March 2021 to August 2022
13 and a Summary of Fees by Timekeeper.

14 In the Opposition, Judge Hascheff opposes the Wilfong Affidavit on four grounds. First,
15 Judge Hascheff asserts the attached invoices show only \$53,144 in fees from Woodburn & Wedge,
16 not \$83,245. Second, Judge Hascheff states the redacted billing invoices make it difficult to
17 analyze their accuracy and applicability to this matter and cites case law stating it is improper to
18 award attorney's fees based upon sealed billing records without an opportunity for review. Judge
19 Hascheff accuses Mr. Meador of overbilling and as an example points to Mr. Meador including
20 facts he is not competent to state, such as whether Ms. Hascheff felt bullied. Judge Hascheff denies
21 having bullied Ms. Hascheff and notes the accusation is unrelated to the reasonableness of the fees.
22 Third, Judge Hascheff asserts Ms. Hascheff cannot seek fees for the appeal as Judge Hascheff
23 prevailed on the notice and laches issues on appeal and the indemnification matter was remanded to
24 this Court. Judge Hascheff also argues Ms. Hascheff did not prevail at all on any issue, despite
25 noting the Court of Appeals found the MSA did not cover indemnity of fees incurred in the
26 collateral action. Judge Hascheff states the Court should review the invoices with an eye as to
27 whether the time was expended on the "single success" of Ms. Hascheff. Last, Judge Hascheff
28 asserts the fees sought are unreasonable in relation to the amount at issue and show the litigation

1 was unreasonably extended by Ms. Hascheff's counsel. Judge Hascheff asserts Ms. Hascheff's
2 counsel's demands for unredacted copies of invoices and privileged communications increased fees
3 for both parties. Judge Hascheff states Ms. Hascheff never offered to indemnify any amount of the
4 fees sought. Judge Hascheff states he offered to resolve the matter for \$1,400 after the parties had
5 access to the unredacted invoices and provides in support as Exhibit 1 an Offer of Judgment dated
6 October 31, 2022. Judge Hascheff asserts there is no situation in which paying \$53,000 in fees,
7 plus appellate fees, is reasonable to win a case worth \$4,500 at best. Judge Hascheff notes his
8 attorney fees are much lower in comparison to Ms. Hascheff's, further indicating their
9 unreasonableness.¹

10 In the Supplemental Opposition, Judge Hascheff states after reviewing the unredacted
11 invoices, he believes Mr. Meador will concur the claim for \$83,000 in fees was based on the
12 entirety of the case, including the divorce. Judge Hascheff notes of the approximately \$53,000 in
13 fees billed for this matter, roughly \$32,000 involved billings for communications including Lucy
14 Mason ("Ms. Mason"), Ms. Hascheff's sister and a lawyer who is not a member of the Nevada bar.
15 Judge Hascheff states communications that involved Ms. Mason should not be included as these
16 billing entries are essentially billing for non-client communications and for the work of an
17 unlicensed attorney.² Judge Hascheff states the initial position of Ms. Mason and Ms. Hascheff was
18 that he was not entitled to indemnity due to lack of timely notice. Judge Hascheff asserts any fees
19 related to these claims, such as laches, waiver, breach of the covenant of good faith, and breach of
20 fiduciary duty, should not be included as the Court of Appeals refuted those claims. Judge
21 Hascheff notes there are other billing charges unrelated to his matter, including entries related to
22 alimony; a January 30, 2020 entry regarding a conversation with Phil K.; and September 22, 2022
23 and October 15, 2022 charges for reviewing disclosure statements that have nothing to do with this
24

25 ¹ In support, Judge Hascheff attaches as Exhibit 2 the Declaration of Pierre Hascheff, which states he incurred \$11,305
26 in attorney's fees to Todd Torvinen, Esq. prior to appeal; \$26,422 in fees to Steven Kent, Esq. during the appeal and
27 after remand; and \$7,640 in fees to John Springgate, Esq. after remand. In the Supplement Declaration of Pierre
28 Hascheff filed April 18, 2023, Judge Hascheff clarifies that he incurred \$11,305 in fees to Mr. Torvinen prior to appeal;
\$25,380 in fees to Mr. Kent during the appeal and after remand, plus \$19,654 in fees as a solo practitioner for a total of
\$45,034; and \$7,640 in fees for Mr. Springgate. This totals \$63,979 in attorney fees.

² In support, Judge Hascheff provides as Exhibit 1 a list of time entries with blue highlights entries concerning
communications made only with Ms. Mason. Judge Hascheff also attaches as Exhibit 2 a copy of the unredacted
invoices of Woodburn & Wedge containing handwritten notations.

1 case. Judge Hascheff again argues Ms. Hascheff is not the prevailing party as she was found to owe
2 him money under MSA § 40, and therefore Judge Hascheff prevailed and is owed his attorney fees
3 incurred in this litigation and the appeal. Judge Hascheff requests the Court order each party to
4 bear its own fees in this matter or alternatively award Judge Hascheff his fees.

5 In the Reply, Ms. Hascheff states she conceded the math error raised in the Opposition and
6 nothing in the unredacted invoices required the issue to be raised again in the Supplemental
7 Opposition. Ms. Hascheff asserts Judge Hascheff could have also raised his concerns regarding
8 Ms. Mason's involvement in his Opposition as her involvement was clear in the redacted invoices.
9 Ms. Hascheff asserts NRS 49.055 and NRCP 1.4(a)-(b) and 1.6 authorize her to seek advice from
10 her sister and for Mr. Meador to share otherwise confidential information with her sister. Ms.
11 Hascheff states Mr. Meador had to communicate with Ms. Mason about what information Judge
12 Hascheff had provided prior to Mr. Meador being retained. Ms. Hascheff argues it cost her no more
13 to have Ms. Mason copied on emails and that Judge Hascheff provides no legal authority showing
14 Mr. Meador's communications with Ms. Mason increased fees or that such fees should not be
15 recoverable. Ms. Hascheff notes Ms. Mason did not bill her for communicating with Mr. Meador
16 or offering suggestions for the case. Ms. Hascheff asserts Judge Hascheff's Exhibit 1 incorrectly
17 characterizes certain fee entries as "for Lucy alone." Ms. Hascheff explains the fee entry regarding
18 Phil K. was a phone call to obtain information on the collateral trust litigation as Phil K. represented
19 a party in that litigation and as Judge Hascheff refused to provide thoughtful information about the
20 collateral litigation. Ms. Hascheff asserts the fee entries regarding disclosures in September 2022
21 concern the review of disclosed documents to determine what fees Judge Hascheff paid in the
22 malpractice action. Ms. Hascheff notes she is not seeking fees for the entry related to alimony. Ms.
23 Hascheff admits Judge Hascheff demanded relatively modest sums for indemnification, but asserts
24 he failed to provide evidence backing up the various amounts he demanded, and he indicated more
25 fees would be incurred in the malpractice action. Ms. Hascheff states she chose to not cave to the
26 demands and instead insisted Judge Hascheff comply with the MSA. Ms. Hascheff notes the
27 parties' stipulation did not authorize Judge Hascheff to attach the unredacted invoices containing
28 his editorial comments as an exhibit. Ms. Hascheff further notes Judge Hascheff did not address the

1 ethical issue of claiming the MSA is unambiguous in his OSC Motion and then later claiming it is
2 ambiguous. Ms. Hascheff further states Judge Hascheff using the Supplement Opposition to again
3 argue the prevailing party issue, rather than to address the unredacted content in Mr. Meador's
4 invoices, is an example of the kind of actions Judge Hascheff has taken to increase Ms. Hascheff's
5 fees. Ms. Hascheff requests an additional \$1,800 in fees for having to draft a Reply to the allegedly
6 unnecessary Supplemental Opposition.

7 Based on the foregoing, the Court now finds and orders as follows:

8 **Law**

9 The Nevada Supreme Court has stated, "[i]t is well established in Nevada that attorney's
10 fees are not recoverable unless allowed by express or implied agreement or when authorized by
11 statute or rule." *Miller v. Wilfong*, 121 Nev. 619, 623, 119 P.3d 727, 730 (2005) (quoting
12 *Schouweiler v. Yancey Co.*, 101 Nev. 827, 830, 712 P.2d 786, 788 (1985)). When an action arises
13 "out of a written instrument or agreement which entitles the prevailing party to an award of
14 reasonable attorney's fees," the award of fees must be based on the agreement as NRS 18.010(2)
15 does not apply. See NRS 18.010(4); see also *Friedman v. Friedman*, 2012 WL 6881933, at *5
16 (Nev. Dec. 20, 2012) (unpublished disposition) (finding the district court should have relied on the
17 prevailing party provision in the MSA when awarding attorney fees). The district court may award
18 attorney fees for successfully bringing or defending an appeal pursuant to a contract provision for
19 attorney's fees. *Musso v. Binick*, 104 Nev. 613, 614, 764 P.2d 477, 477 (1988).

20 It is within the district court's sound discretion to determine the amount of the award of
21 attorney fees. *Wilfong*, 121 Nev. at 623, 119 P.3d at 730. To determine the reasonableness of
22 attorney fees, the court must consider the following factors:

23 (1) the qualities of the advocate: his ability, his training, education,
24 experience, professional standing and skill; (2) the character of the
25 work to be done: its difficulty, its intricacy, its importance, time and
26 skill required, the responsibility imposed and the prominence and
27 character of the parties where they affect the importance of the
28 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.

Id.; *Brunzell v. Golden Gate Nat'l Park*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969). The court must

1 also consider the disparity in income between the parties when awarding attorney fees in family law
2 cases. *Wilfong*, 121 Nev. at 623, 119 P.3d at 730. The court's award of attorney fees will not be
3 disturbed on appeal absent a manifest abuse of discretion. *Capanna v. Orth*, 134 Nev. 888, 895,
4 432 P.3d 726, 734 (2018).

5 Findings

6 In the Order Regarding Indemnification of Fees and Costs Under MSA § 40; Order
7 Regarding Prevailing Party Under MSA § 35.1 filed February 17, 2023, the Court found Ms.
8 Hascheff is entitled to an award of her reasonable attorney fees and other reasonable costs she
9 incurred in her Clarification Motion pursuant to MSA § 35.1 as Ms. Hascheff was the prevailing
10 party under MSA § 35.1 and complied with MSA § 35.2. Despite the arguments raised in the
11 Opposition and Supplemental Opposition as to prevailing party issues, the Court notes a timely
12 motion for reconsideration was not brought before the Court and it will not reconsider its Order
13 based on arguments improperly raised in an opposition.

14 As to the fees incurred on appeal, the Court finds an award of Ms. Hascheff's appellate
15 attorney fees is not appropriate under MSA § 35.1. Ms. Hascheff prevailed on a significant issue
16 on appeal in that the Court of Appeals found she was not required to indemnify Judge Hascheff for
17 fees incurred in the collateral trust litigation, which was the clarification sought by her Clarification
18 Motion. However, Judge Hascheff also prevailed on a significant issue on appeal in that this
19 Court's decision denying the indemnification of fees incurred in the malpractice action based on
20 laches was reversed and remanded. Given that each party prevailed on a significant issue on
21 appeal, the Court declines to award Ms. Hascheff the requested appellate fees.

22 After the indemnification issue was remanded to this Court, the Court found Ms. Hascheff
23 must indemnify Judge Hascheff in the amount of \$1,147.50 under MSA § 40 and that she was not
24 responsible for any fees incurred in the collateral trust litigation. The Court's February 17, 2023
25 Order was not an order to show cause nor an order for enforcement pursuant to Judge Hascheff's
26 OSC Motion. Rather, the Order provided the clarification sought by Ms. Hascheff's Clarification
27 Motion regarding what fees were covered by MSA § 40. The Court further noted Ms. Hascheff's
28 Clarification Motion was necessary for Ms. Hascheff to determine the amount of indemnification

1 required by MSA § 40, as even the Court could not determine the amount of fees requiring
2 indemnification until provided the unredacted invoices under the Stipulated Protective Order. The
3 February 17, 2023 Order further found Judge Hascheff's OSC Motion to have been premature as
4 Ms. Hascheff's Clarification Motion stated she was willing to indemnify the fees covered by MSA
5 § 40. This Court found Judge Hascheff did not prevail on any significant issue in his OSC Motion
6 as the use of the Court's contempt and enforcement powers are unnecessary under these
7 circumstances. Accordingly, Ms. Hascheff prevailed on her Clarification Motion and Judge
8 Hascheff did not prevail on his OSC Motion.

9 The Court further finds there is support in the record for Ms. Hascheff's assertion that Judge
10 Hascheff unnecessarily increased attorney fees in this matter, particularly with Judge Hascheff's
11 inconsistent stances regarding ambiguity in MSA § 40. Judge Hascheff could only prevail on his
12 OSC Motion and have Ms. Hascheff found in contempt if the language of MSA § 40 is clear and
13 unambiguous, yet at the September 28, 2022 status hearing, Judge Hascheff's counsel asserted
14 MSA § 40 is ambiguous. Given these clearly inconsistent assertions and the fact that no ambiguity
15 was pointed to in Judge Hascheff's Brief Statement filed October 31, 2022, the requested briefing
16 on the issue of ambiguity unnecessarily increased fees.

17 The Court further makes the following findings regarding the reasonableness of the fees
18 requested:

19 1. Qualities of Advocate: Mr. Meador is a member in good standing of the State Bar of
20 Nevada. Mr. Meador graduated from University of Utah, College of Law, Order of the Coif and
21 Law Review in 1983. Mr. Meadow is a Family Law Specialist as recognized by the Nevada State
22 Bar and a Fellow of the American Academy of Matrimonial Lawyers. Mr. Meador is also a Nevada
23 Supreme Court Settlement Conference Judge and a member of the Board of Bar Examiners. Mr.
24 Meador is the former Chair of the Family Law Section of the Nevada State Bar and the former
25 President of Washoe Legal Services. Mr. Meadow has practiced family law for 39 years and has
26 spoken and written extensively on family law issues. Mr. Meador is a well-respected attorney in
27 the community. Mr. Meador charges an hourly rate of \$450, which is commensurate with his
28 experience, skill, and expertise and in line with the local legal market.

1 2. Character and Difficulty of Work Performed: The character of the work performed
2 by Mr. Meador in enforcing MSA § 40 required skill and expertise. Although not overly difficult in
3 and of itself, the work was made more difficult and time consuming by the lack of transparency
4 concerning Judge Hascheff's requested malpractices fees; by unnecessary filings, such as Judge
5 Hascheff's brief regarding ambiguity in MSA § 40 that did not point to any ambiguity and Judge
6 Hascheff's motion requesting briefing on the prevailing party issue that did not cite legal authority
7 in support; and the apparent animosity between the parties.

8 3. Work Actually Performed: The work performed by Mr. Meador included: drafting
9 the notice letter to opposing counsel; communicating and drafting correspondence with Ms.
10 Hascheff and with opposing counsel; researching, drafting, reviewing, editing, and finalizing the
11 Clarification Motion; reviewing the Opposition and drafting and editing the Reply; drafting, editing,
12 and finalizing Opposition to OSC Motion; reviewing the Court's orders, the appellate Order, and
13 other filings; preparing for and attending various hearings; preparing exhibits and hearing
14 statements; reviewing Judge Hascheff's Brief Statement and drafting responsive brief; reviewing
15 Judge Hascheff's Motion to Allow Briefing on Prevailing Party, drafting the Opposition, and
16 reviewing the Reply; and preparing the *Wilfong* affidavit and exhibits. The billing invoices
17 provided show Mr. Meador billed 96.7 hours at \$450/hour for his work in this matter, totaling
18 \$43,515. The Court notes it omitted any billing entries unrelated to this matter (such as entries
19 related to alimony), billing entries concerning communications with the Court's judicial assistant to
20 schedule hearings, and any billing entries made by unidentified individuals whose qualifications
21 were not provided in the *Wilfong* Affidavit so as to allow the Court to determine the reasonableness
22 of their fees. The Court also omitted 6.1 hours of billing entries incurred prior to June 2, 2020 as
23 MSA § 35.1 states a party that brings a proceeding to enforce a provision of the MSA shall be
24 entitled to reasonable attorney fees and other reasonably necessary costs, which indicates MSA §
25 35.1 was not triggered until Ms. Hascheff began to incur fees related to her Clarification Motion
26 that sought enforcement of MSA § 40. The Court included billing entries for the drafting of the
27 June 2, 2020 letter to opposing counsel found by the Court to have met the notice requirements of
28 MSA § 35.2 in its February 17, 2023 Order. The Court adds to the total attorney's fees the amount

1 of \$2,160 requested in the Wilfong Affidavit for its preparation and \$1,000 of the \$1,800 requested
2 for the drafting of the Reply. The Court finds these amounts to be reasonable given the length of
3 the documents prepared, the need to review roughly three years of billing invoices, and the amount
4 of Mr. Meador's hourly fee. Therefore, the total attorney's fees incurred by Ms. Hascheff in this
5 matter are \$46,675. These fees were actually and necessarily incurred in this matter in successfully
6 bringing the Clarification Motion and opposing the OSC Motion and are reasonable considering all
7 the factors contained herein.

8 4. Results Obtained: Mr. Meador was successful in that this Court found Ms. Hascheff
9 to be the prevailing party under MSA § 35.1 in that she obtained the clarification requested in her
10 Clarification Motion. Specifically, the Court found Ms. Hascheff was not required to indemnify
11 Judge Hascheff for fees incurred in the collateral trust litigation, only for fees incurred in the
12 malpractice action. The Court found Judge Hascheff's OSC Motion to be premature and did not
13 grant an order to show cause or order to enforce as Ms. Hascheff's Clarification Motion indicated
14 she was willing to indemnify fees incurred as a result of the malpractice action under MSA § 40,
15 making contempt inappropriate and enforcement unnecessary.

16 5. Income disparity: Neither party presented information regarding their current
17 financial status, although both received significant assets in the parties' 2013 divorce. Judge
18 Hascheff did not assert in either his Opposition or Supplemental Opposition that an income
19 disparity between the parties would support a lesser fee or that a full award of the requested fees
20 would have a negative impact on his ability to meet his financial obligations. The Court notes the
21 evidence presented shows both parties were able to finance litigation costing each upwards of
22 \$60,000. It appears both parties have the ability to pay substantial attorney fees. This factor is
23 neutral as to the reasonableness of the requested fees.

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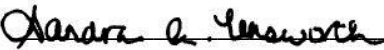
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Order

Pursuant to MSA § 35.1, the Court **GRANTS** an award of attorney’s fees to Ms. Hascheff in the amount of \$46,675. Commencing June 1, 2023, Judge Hascheff shall make a minimum monthly payment of \$1,500 to Ms. Hascheff until the award of fees is paid in full.

GOOD CAUSE APPEARING, IT IS SO ORDERED.

Dated this 12 day of June, 2023.


Sandra A. Unsworth
District Judge

DV13-00656

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ELECTRONIC FILING:


Judicial Assistant

ATTACHMENT 3

Notice of Entry of
Order Awarding
Attorney's Fees
(filed June 12, 2023)

1 Code: 2540
2 SHAWN B MEADOR
3 NEVADA BAR NO. 338
4 WOODBURN AND WEDGE
5 6100 Neil Road, Suite 500
6 Post Office Box 2311
7 Reno, Nevada 89505
8 Telephone: (775) 688-3000
9 Facsimile: (775) 688-3088
10 smeador@woodburnandwedge.com
11 Attorneys for Lynda Hascheff

12 IN THE FAMILY DIVISION
13
14 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
15
16 IN AND FOR THE COUNTY OF WASHOE
17

12 PIERRE A. HASCHEFF ,
13 Plaintiff,
14 v.
15 LYNDA L. HASCHEFF ,
16 Defendant .

CASE NO . DV13-00656
DEPT. NO . 12

18 **NOTICE OF ENTRY OF ORDER**

19 Please take Notice that the *Order Awarding Attorney's Fees* was entered on June 12,
20 2023, attached hereto as Exhibit 1.
21

22 DATED this 12th day of June, 2023.

23 WOODBURN AND WEDGE

24
25 By/s/ Shawn B Meador
26 Shawn B Meador, Esq.
27 Attorneys for Defendant
28

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of the law offices of
3 Woodburn and Wedge, 6100 Neil Rd., Suite 500, Reno, Nevada 89511, that I am over
4 the age of 18 years, and that I served the foregoing document(s) described as:
5

6 **NOTICE OF ENTRY OF ORDER**

7 on the party set forth below by:

8 _____ Placing an original or true copy thereof in a sealed envelope placed for
9 collection and mailing in the United States Mail, at Reno, Nevada,
10 postage prepaid, following ordinary business practices.

11 _____ Personal delivery.

12 _____ Federal Express or other overnight delivery.

13 X Second Judicial E-Flex
14

15 addressed as follows:

16 X John Springgate, Esq

17 The undersigned affirms that this document contains no social security numbers.

18
19 Dated this 12th day of June, 2023.

20 /s/ Vanessa Martinez

21 Vanessa Martinez
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EXHIBIT LIST

Exhibit No.	Document Title	Page No.
1	Order Awarding Attorney's Fees	14

EXHIBIT 1

EXHIBIT 1

1 CODE:
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6 IN THE FAMILY DIVISION
7 OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
8 IN AND FOR THE COUNTY OF WASHOE
9

10 PIERRE A. HASCHEFF,

11 Plaintiff,

12 vs.
13

14 LYNDA HASCHEFF,

15 Defendant.
16 _____/

Case No. DV13-00656

Dept. No. 12

17 **ORDER AWARDING ATTORNEY'S FEES**

18 Presently before the Court is Defendant, Lynda Hascheff's ("Ms. Hascheff"), Notice of
19 Filing Wilfong Affidavit ("Wilfong Affidavit") filed on March 10, 2023. Plaintiff, Pierre A.
20 Hascheff ("Judge Hascheff"), was served with the Wilfong Affidavit by eFlex on March 10, 2023
21 and filed his Opposition/Response to Wilfong Affidavit ("Opposition") on March 24, 2023.
22 Thereafter, the parties stipulated to Ms. Hascheff's counsel providing Judge Hascheff's counsel
23 with unredacted billing invoices and to allow Judge Hascheff to file a Supplemental
24 Opposition/Response to Wilfong Affidavit after review of the invoices. Judge Hascheff filed his
25 Supplemental Opposition to Wilfong Affidavit ("Supplemental Opposition") on April 14, 2023.
26 Ms. Hascheff filed her Reply to Supplemental Opposition to Wilfong Affidavit ("Reply") on April
27 18, 2023 and simultaneously submitted the Wilfong Affidavit for the Court's consideration.

28 The parties were divorced pursuant to the Findings of Fact, Conclusions of Law and Decree
of Divorce entered November 15, 2013, which ratified, approved, adopted, merged, and

1 incorporated by reference the parties' Marital Settlement Agreement (MSA) filed on September 30,
2 2013.

3 On June 16, 2020, Ms. Hascheff filed her Motion for Clarification or Declaratory Relief
4 Regarding Terms of MSA and Decree ("Clarification Motion"). On July 8, 2020, Judge Hascheff
5 filed his Motion for Order to Show Cause, or in the Alternative, to Enforce the Court's Orders
6 ("OSC Motion"). On February 1, 2021, the Court entered its Order Granting Motion for
7 Clarification or Declaratory Relief; Order Denying Motion for Order to Enforce and/or for an
8 Order to Show Cause; Order Denying Request for Attorneys' Fees and Costs. The matter was
9 timely appealed by Judge Hascheff and cross appealed by Ms. Hascheff. On June 29, 2022, the
10 Nevada Court of Appeals issued its Order Affirming in Part, Reversing in Part, and Remanding.
11 Two issues were remanded to this Court: (1) whether the fees and costs incurred by Judge Hascheff
12 in the malpractice action are covered by the indemnification provision of MSA § 40; and (2) an
13 award of attorney fees and costs under MSA § 35.1.

14 The Court held a status hearing on September 28, 2022 to determine how to proceed with
15 the remanded issues. Pursuant to the Order After Status Hearing entered September 29, 2022, the
16 parties were ordered to file a copy of the unredacted invoices and brief three-page statements
17 related to Judge Hascheff's claims of ambiguity in MSA § 40. Unredacted invoices were provided
18 to the Court and the parties pursuant to the Stipulated Protective Order filed October 13, 2022. In
19 the Order Regarding Ambiguity in MSA § 40 and Remand filed December 8, 2022, the Court
20 found Judge Hascheff failed to show MSA § 40 is ambiguous. In the same Order, the Court stated
21 it would take the remanded issues under advisement and issue a decision based upon the evidence
22 in the record, including the unredacted invoices.

23 On December 27, 2022, Judge Hascheff filed a Motion to Allow Briefing on Prevailing
24 Party. The Court denied the Motion in the February 15, 2023 Order Denying Motion to Allow
25 Briefing on Prevailing Party.

26 On February 17, 2023, the Court filed the Order Regarding Indemnification of Fees and
27 Costs Under MSA § 40; Order Regarding Prevailing Party Under MSA § 35.1, finding Ms.
28 Hascheff must indemnify Judge Hascheff in the amount of \$1,147.50 pursuant to MSA § 40 and

1 that Ms. Hascheff is entitled to an award of her reasonable attorney fees and other reasonably
2 necessary costs incurred in her Clarification Motion pursuant to MSA § 35.1.

3 In the Wilfong Affidavit, Ms. Hascheff by and through her counsel Shawn B Meador ("Mr.
4 Meador") requests the Court enter an award of attorney's fees and costs in the amount of \$124,591
5 pursuant to MSA § 35.1. Mr. Meador states Ms. Hascheff has incurred \$83,251 in fees and costs in
6 the district court, \$38,840 in fees and costs in connection with her appeal, and \$2,500 in fees for the
7 preparation of Mr. Meador and her appellate counsel's *Wilfong* affidavits. Mr. Meador asserts the
8 fees and costs incurred by Ms. Hascheff resulted directly from Judge Hascheff's unreasonable
9 demands and lack of transparency regarding indemnification of fees arising from a collateral trust
10 action allegedly connected to a malpractice suit. Mr. Meador asserts Judge Hascheff failed to
11 provide documentation to Ms. Hascheff's counsel to allow him to evaluate the various demands for
12 indemnity and failed to share key information, such as that most of the fees demanded were
13 incurred prior to the filing of the malpractice action. Mr. Meador states Ms. Hascheff incurred
14 substantial attorney fees simply to obtain basic billing documentation, and when it was finally
15 received, it did not support Judge Hascheff's demands. Mr. Meador alleges Judge Hascheff's
16 demands for indemnification were a continuance of bullying that started during the divorce
17 proceeding and that the timing of Judge Hascheff's demand letter indicates it was an act of
18 retaliation as the letter was sent shortly after the parties' daughter did not invite Judge Hascheff to
19 her wedding. Mr. Meador states Ms. Hascheff acknowledged her legal obligations under the MSA
20 throughout the matter, made reasonable efforts to resolve the dispute, and ultimately filed her
21 Clarification Motion to seek the Court's guidance to ensure she complied with her legal obligations.
22 Mr. Meador asserts Judge Hascheff filed a long, complex opposition and then filed his OSC
23 Motion, which raised the same issues already briefed. Mr. Meador alleges the OSC motion was
24 filed to make the legal process as expensive as possible for Ms. Hascheff. Mr. Meador asserts
25 Judge Hascheff then appealed this Court's decision to force Ms. Hascheff to incur additional fees.
26 Mr. Meador states the Court of Appeals interpreted the MSA in the same way as Ms. Hascheff,
27 which makes her the prevailing party with respect to Judge Hascheff's appeal. Mr. Meador argues
28 Judge Hascheff forced Ms. Hascheff to incur more fees after the appeal by refusing to provide

1 billing records without an expensive confidentiality agreement and by making an unsupportable
2 argument that MSA § 40 is ambiguous. Mr. Meador notes this ambiguity claim is in direct
3 contradiction to the OSC Motion as an order must be unambiguous for contempt to result, which
4 would indicate the OSC Motion was filed without merit. Thus, Mr. Meador states either the OSC
5 Motion or the later claim that the MSA is ambiguous was made in violation of NRCP 11 and the
6 Nevada Rules of Professional Conduct. Mr. Meador asserts Judge Hascheff's brief failed to even
7 address the alleged ambiguity he claimed required the briefing. Mr. Meador states Ms. Hascheff
8 was forced to incur fees again when Judge Hascheff requested briefing on the prevailing party issue
9 without merit. In support of the fees incurred in the district court, Ms. Hascheff attaches as Exhibit
10 A partially redacted billing invoices from Woodburn & Wedge dated from January 2020 to January
11 2023. In support of the appellate fees, Ms. Hascheff attaches as Exhibit B the Declaration of
12 Debbie Leonard, along with Ms. Leonard's billing invoices dated from March 2021 to August 2022
13 and a Summary of Fees by Timekeeper.

14 In the Opposition, Judge Hascheff opposes the Wilfong Affidavit on four grounds. First,
15 Judge Hascheff asserts the attached invoices show only \$53,144 in fees from Woodburn & Wedge,
16 not \$83,245. Second, Judge Hascheff states the redacted billing invoices make it difficult to
17 analyze their accuracy and applicability to this matter and cites case law stating it is improper to
18 award attorney's fees based upon sealed billing records without an opportunity for review. Judge
19 Hascheff accuses Mr. Meador of overbilling and as an example points to Mr. Meador including
20 facts he is not competent to state, such as whether Ms. Hascheff felt bullied. Judge Hascheff denies
21 having bullied Ms. Hascheff and notes the accusation is unrelated to the reasonableness of the fees.
22 Third, Judge Hascheff asserts Ms. Hascheff cannot seek fees for the appeal as Judge Hascheff
23 prevailed on the notice and laches issues on appeal and the indemnification matter was remanded to
24 this Court. Judge Hascheff also argues Ms. Hascheff did not prevail at all on any issue, despite
25 noting the Court of Appeals found the MSA did not cover indemnity of fees incurred in the
26 collateral action. Judge Hascheff states the Court should review the invoices with an eye as to
27 whether the time was expended on the "single success" of Ms. Hascheff. Last, Judge Hascheff
28 asserts the fees sought are unreasonable in relation to the amount at issue and show the litigation

1 was unreasonably extended by Ms. Hascheff's counsel. Judge Hascheff asserts Ms. Hascheff's
2 counsel's demands for unredacted copies of invoices and privileged communications increased fees
3 for both parties. Judge Hascheff states Ms. Hascheff never offered to indemnify any amount of the
4 fees sought. Judge Hascheff states he offered to resolve the matter for \$1,400 after the parties had
5 access to the unredacted invoices and provides in support as Exhibit 1 an Offer of Judgment dated
6 October 31, 2022. Judge Hascheff asserts there is no situation in which paying \$53,000 in fees,
7 plus appellate fees, is reasonable to win a case worth \$4,500 at best. Judge Hascheff notes his
8 attorney fees are much lower in comparison to Ms. Hascheff's, further indicating their
9 unreasonableness.¹

10 In the Supplemental Opposition, Judge Hascheff states after reviewing the unredacted
11 invoices, he believes Mr. Meador will concur the claim for \$83,000 in fees was based on the
12 entirety of the case, including the divorce. Judge Hascheff notes of the approximately \$53,000 in
13 fees billed for this matter, roughly \$32,000 involved billings for communications including Lucy
14 Mason ("Ms. Mason"), Ms. Hascheff's sister and a lawyer who is not a member of the Nevada bar.
15 Judge Hascheff states communications that involved Ms. Mason should not be included as these
16 billing entries are essentially billing for non-client communications and for the work of an
17 unlicensed attorney.² Judge Hascheff states the initial position of Ms. Mason and Ms. Hascheff was
18 that he was not entitled to indemnity due to lack of timely notice. Judge Hascheff asserts any fees
19 related to these claims, such as laches, waiver, breach of the covenant of good faith, and breach of
20 fiduciary duty, should not be included as the Court of Appeals refuted those claims. Judge
21 Hascheff notes there are other billing charges unrelated to his matter, including entries related to
22 alimony; a January 30, 2020 entry regarding a conversation with Phil K.; and September 22, 2022
23 and October 15, 2022 charges for reviewing disclosure statements that have nothing to do with this
24

25 ¹ In support, Judge Hascheff attaches as Exhibit 2 the Declaration of Pierre Hascheff, which states he incurred \$11,305
26 in attorney's fees to Todd Torvinen, Esq. prior to appeal; \$26,422 in fees to Steven Kent, Esq. during the appeal and
27 after remand; and \$7,640 in fees to John Springgate, Esq. after remand. In the Supplement Declaration of Pierre
28 Hascheff filed April 18, 2023, Judge Hascheff clarifies that he incurred \$11,305 in fees to Mr. Torvinen prior to appeal;
\$25,380 in fees to Mr. Kent during the appeal and after remand, plus \$19,654 in fees as a solo practitioner for a total of
\$45,034; and \$7,640 in fees for Mr. Springgate. This totals \$63,979 in attorney fees.

² In support, Judge Hascheff provides as Exhibit 1 a list of time entries with blue highlights entries concerning
communications made only with Ms. Mason. Judge Hascheff also attaches as Exhibit 2 a copy of the unredacted
invoices of Woodburn & Wedge containing handwritten notations.

1 case. Judge Hascheff again argues Ms. Hascheff is not the prevailing party as she was found to owe
2 him money under MSA § 40, and therefore Judge Hascheff prevailed and is owed his attorney fees
3 incurred in this litigation and the appeal. Judge Hascheff requests the Court order each party to
4 bear its own fees in this matter or alternatively award Judge Hascheff his fees.

5 In the Reply, Ms. Hascheff states she conceded the math error raised in the Opposition and
6 nothing in the unredacted invoices required the issue to be raised again in the Supplemental
7 Opposition. Ms. Hascheff asserts Judge Hascheff could have also raised his concerns regarding
8 Ms. Mason's involvement in his Opposition as her involvement was clear in the redacted invoices.
9 Ms. Hascheff asserts NRS 49.055 and NRCP 1.4(a)-(b) and 1.6 authorize her to seek advice from
10 her sister and for Mr. Meador to share otherwise confidential information with her sister. Ms.
11 Hascheff states Mr. Meador had to communicate with Ms. Mason about what information Judge
12 Hascheff had provided prior to Mr. Meador being retained. Ms. Hascheff argues it cost her no more
13 to have Ms. Mason copied on emails and that Judge Hascheff provides no legal authority showing
14 Mr. Meador's communications with Ms. Mason increased fees or that such fees should not be
15 recoverable. Ms. Hascheff notes Ms. Mason did not bill her for communicating with Mr. Meador
16 or offering suggestions for the case. Ms. Hascheff asserts Judge Hascheff's Exhibit 1 incorrectly
17 characterizes certain fee entries as "for Lucy alone." Ms. Hascheff explains the fee entry regarding
18 Phil K. was a phone call to obtain information on the collateral trust litigation as Phil K. represented
19 a party in that litigation and as Judge Hascheff refused to provide thoughtful information about the
20 collateral litigation. Ms. Hascheff asserts the fee entries regarding disclosures in September 2022
21 concern the review of disclosed documents to determine what fees Judge Hascheff paid in the
22 malpractice action. Ms. Hascheff notes she is not seeking fees for the entry related to alimony. Ms.
23 Hascheff admits Judge Hascheff demanded relatively modest sums for indemnification, but asserts
24 he failed to provide evidence backing up the various amounts he demanded, and he indicated more
25 fees would be incurred in the malpractice action. Ms. Hascheff states she chose to not cave to the
26 demands and instead insisted Judge Hascheff comply with the MSA. Ms. Hascheff notes the
27 parties' stipulation did not authorize Judge Hascheff to attach the unredacted invoices containing
28 his editorial comments as an exhibit. Ms. Hascheff further notes Judge Hascheff did not address the

1 ethical issue of claiming the MSA is unambiguous in his OSC Motion and then later claiming it is
2 ambiguous. Ms. Hascheff further states Judge Hascheff using the Supplement Opposition to again
3 argue the prevailing party issue, rather than to address the unredacted content in Mr. Meador's
4 invoices, is an example of the kind of actions Judge Hascheff has taken to increase Ms. Hascheff's
5 fees. Ms. Hascheff requests an additional \$1,800 in fees for having to draft a Reply to the allegedly
6 unnecessary Supplemental Opposition.

7 Based on the foregoing, the Court now finds and orders as follows:

8 Law

9 The Nevada Supreme Court has stated, "[i]t is well established in Nevada that attorney's
10 fees are not recoverable unless allowed by express or implied agreement or when authorized by
11 statute or rule." *Miller v. Wilfong*, 121 Nev. 619, 623, 119 P.3d 727, 730 (2005) (quoting
12 *Schouweiler v. Yancey Co.*, 101 Nev. 827, 830, 712 P.2d 786, 788 (1985)). When an action arises
13 "out of a written instrument or agreement which entitles the prevailing party to an award of
14 reasonable attorney's fees," the award of fees must be based on the agreement as NRS 18.010(2)
15 does not apply. See NRS 18.010(4); see also *Friedman v. Friedman*, 2012 WL 6881933, at *5
16 (Nev. Dec. 20, 2012) (unpublished disposition) (finding the district court should have relied on the
17 prevailing party provision in the MSA when awarding attorney fees). The district court may award
18 attorney fees for successfully bringing or defending an appeal pursuant to a contract provision for
19 attorney's fees. *Musso v. Binick*, 104 Nev. 613, 614, 764 P.2d 477, 477 (1988).

20 It is within the district court's sound discretion to determine the amount of the award of
21 attorney fees. *Wilfong*, 121 Nev. at 623, 119 P.3d at 730. To determine the reasonableness of
22 attorney fees, the court must consider the following factors:

23 (1) the qualities of the advocate: his ability, his training, education,
24 experience, professional standing and skill; (2) the character of the
25 work to be done: its difficulty, its intricacy, its importance, time and
26 skill required, the responsibility imposed and the prominence and
27 character of the parties where they affect the importance of the
28 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.

Id.; *Brunzell v. Golden Gate Nat'l Park*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969). The court must

1 also consider the disparity in income between the parties when awarding attorney fees in family law
2 cases. *Wilfong*, 121 Nev. at 623, 119 P.3d at 730. The court's award of attorney fees will not be
3 disturbed on appeal absent a manifest abuse of discretion. *Capanna v. Orth*, 134 Nev. 888, 895,
4 432 P.3d 726, 734 (2018).

5 Findings

6 In the Order Regarding Indemnification of Fees and Costs Under MSA § 40; Order
7 Regarding Prevailing Party Under MSA § 35.1 filed February 17, 2023, the Court found Ms.
8 Hascheff is entitled to an award of her reasonable attorney fees and other reasonable costs she
9 incurred in her Clarification Motion pursuant to MSA § 35.1 as Ms. Hascheff was the prevailing
10 party under MSA § 35.1 and complied with MSA § 35.2. Despite the arguments raised in the
11 Opposition and Supplemental Opposition as to prevailing party issues, the Court notes a timely
12 motion for reconsideration was not brought before the Court and it will not reconsider its Order
13 based on arguments improperly raised in an opposition.

14 As to the fees incurred on appeal, the Court finds an award of Ms. Hascheff's appellate
15 attorney fees is not appropriate under MSA § 35.1. Ms. Hascheff prevailed on a significant issue
16 on appeal in that the Court of Appeals found she was not required to indemnify Judge Hascheff for
17 fees incurred in the collateral trust litigation, which was the clarification sought by her Clarification
18 Motion. However, Judge Hascheff also prevailed on a significant issue on appeal in that this
19 Court's decision denying the indemnification of fees incurred in the malpractice action based on
20 laches was reversed and remanded. Given that each party prevailed on a significant issue on
21 appeal, the Court declines to award Ms. Hascheff the requested appellate fees.

22 After the indemnification issue was remanded to this Court, the Court found Ms. Hascheff
23 must indemnify Judge Hascheff in the amount of \$1,147.50 under MSA § 40 and that she was not
24 responsible for any fees incurred in the collateral trust litigation. The Court's February 17, 2023
25 Order was not an order to show cause nor an order for enforcement pursuant to Judge Hascheff's
26 OSC Motion. Rather, the Order provided the clarification sought by Ms. Hascheff's Clarification
27 Motion regarding what fees were covered by MSA § 40. The Court further noted Ms. Hascheff's
28 Clarification Motion was necessary for Ms. Hascheff to determine the amount of indemnification

1 required by MSA § 40, as even the Court could not determine the amount of fees requiring
2 indemnification until provided the unredacted invoices under the Stipulated Protective Order. The
3 February 17, 2023 Order further found Judge Hascheff's OSC Motion to have been premature as
4 Ms. Hascheff's Clarification Motion stated she was willing to indemnify the fees covered by MSA
5 § 40. This Court found Judge Hascheff did not prevail on any significant issue in his OSC Motion
6 as the use of the Court's contempt and enforcement powers are unnecessary under these
7 circumstances. Accordingly, Ms. Hascheff prevailed on her Clarification Motion and Judge
8 Hascheff did not prevail on his OSC Motion.

9 The Court further finds there is support in the record for Ms. Hascheff's assertion that Judge
10 Hascheff unnecessarily increased attorney fees in this matter, particularly with Judge Hascheff's
11 inconsistent stances regarding ambiguity in MSA § 40. Judge Hascheff could only prevail on his
12 OSC Motion and have Ms. Hascheff found in contempt if the language of MSA § 40 is clear and
13 unambiguous, yet at the September 28, 2022 status hearing, Judge Hascheff's counsel asserted
14 MSA § 40 is ambiguous. Given these clearly inconsistent assertions and the fact that no ambiguity
15 was pointed to in Judge Hascheff's Brief Statement filed October 31, 2022, the requested briefing
16 on the issue of ambiguity unnecessarily increased fees.

17 The Court further makes the following findings regarding the reasonableness of the fees
18 requested:

19 1. Qualities of Advocate: Mr. Meador is a member in good standing of the State Bar of
20 Nevada. Mr. Meador graduated from University of Utah, College of Law, Order of the Coif and
21 Law Review in 1983. Mr. Meador is a Family Law Specialist as recognized by the Nevada State
22 Bar and a Fellow of the American Academy of Matrimonial Lawyers. Mr. Meador is also a Nevada
23 Supreme Court Settlement Conference Judge and a member of the Board of Bar Examiners. Mr.
24 Meador is the former Chair of the Family Law Section of the Nevada State Bar and the former
25 President of Washoe Legal Services. Mr. Meador has practiced family law for 39 years and has
26 spoken and written extensively on family law issues. Mr. Meador is a well-respected attorney in
27 the community. Mr. Meador charges an hourly rate of \$450, which is commensurate with his
28 experience, skill, and expertise and in line with the local legal market.

1 2. Character and Difficulty of Work Performed: The character of the work performed
2 by Mr. Meador in enforcing MSA § 40 required skill and expertise. Although not overly difficult in
3 and of itself, the work was made more difficult and time consuming by the lack of transparency
4 concerning Judge Hascheff's requested malpractices fees; by unnecessary filings, such as Judge
5 Hascheff's brief regarding ambiguity in MSA § 40 that did not point to any ambiguity and Judge
6 Hascheff's motion requesting briefing on the prevailing party issue that did not cite legal authority
7 in support; and the apparent animosity between the parties.

8 3. Work Actually Performed: The work performed by Mr. Meador included: drafting
9 the notice letter to opposing counsel; communicating and drafting correspondence with Ms.
10 Hascheff and with opposing counsel; researching, drafting, reviewing, editing, and finalizing the
11 Clarification Motion; reviewing the Opposition and drafting and editing the Reply; drafting, editing,
12 and finalizing Opposition to OSC Motion; reviewing the Court's orders, the appellate Order, and
13 other filings; preparing for and attending various hearings; preparing exhibits and hearing
14 statements; reviewing Judge Hascheff's Brief Statement and drafting responsive brief; reviewing
15 Judge Hascheff's Motion to Allow Briefing on Prevailing Party, drafting the Opposition, and
16 reviewing the Reply; and preparing the *Wilfong* affidavit and exhibits. The billing invoices
17 provided show Mr. Meador billed 96.7 hours at \$450/hour for his work in this matter, totaling
18 \$43,515. The Court notes it omitted any billing entries unrelated to this matter (such as entries
19 related to alimony), billing entries concerning communications with the Court's judicial assistant to
20 schedule hearings, and any billing entries made by unidentified individuals whose qualifications
21 were not provided in the *Wilfong* Affidavit so as to allow the Court to determine the reasonableness
22 of their fees. The Court also omitted 6.1 hours of billing entries incurred prior to June 2, 2020 as
23 MSA § 35.1 states a party that brings a proceeding to enforce a provision of the MSA shall be
24 entitled to reasonable attorney fees and other reasonably necessary costs, which indicates MSA §
25 35.1 was not triggered until Ms. Hascheff began to incur fees related to her Clarification Motion
26 that sought enforcement of MSA § 40. The Court included billing entries for the drafting of the
27 June 2, 2020 letter to opposing counsel found by the Court to have met the notice requirements of
28 MSA § 35.2 in its February 17, 2023 Order. The Court adds to the total attorney's fees the amount

1 of \$2,160 requested in the Wilfong Affidavit for its preparation and \$1,000 of the \$1,800 requested
2 for the drafting of the Reply. The Court finds these amounts to be reasonable given the length of
3 the documents prepared, the need to review roughly three years of billing invoices, and the amount
4 of Mr. Meador's hourly fee. Therefore, the total attorney's fees incurred by Ms. Hascheff in this
5 matter are \$46,675. These fees were actually and necessarily incurred in this matter in successfully
6 bringing the Clarification Motion and opposing the OSC Motion and are reasonable considering all
7 the factors contained herein.

8 4. Results Obtained: Mr. Meador was successful in that this Court found Ms. Hascheff
9 to be the prevailing party under MSA § 35.1 in that she obtained the clarification requested in her
10 Clarification Motion. Specifically, the Court found Ms. Hascheff was not required to indemnify
11 Judge Hascheff for fees incurred in the collateral trust litigation, only for fees incurred in the
12 malpractice action. The Court found Judge Hascheff's OSC Motion to be premature and did not
13 grant an order to show cause or order to enforce as Ms. Hascheff's Clarification Motion indicated
14 she was willing to indemnify fees incurred as a result of the malpractice action under MSA § 40,
15 making contempt inappropriate and enforcement unnecessary.

16 5. Income disparity: Neither party presented information regarding their current
17 financial status, although both received significant assets in the parties' 2013 divorce. Judge
18 Hascheff did not assert in either his Opposition or Supplemental Opposition that an income
19 disparity between the parties would support a lesser fee or that a full award of the requested fees
20 would have a negative impact on his ability to meet his financial obligations. The Court notes the
21 evidence presented shows both parties were able to finance litigation costing each upwards of
22 \$60,000. It appears both parties have the ability to pay substantial attorney fees. This factor is
23 neutral as to the reasonableness of the requested fees.

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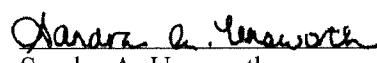
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Order

Pursuant to MSA § 35.1, the Court **GRANTS** an award of attorney's fees to Ms. Hascheff in the amount of \$46,675. Commencing June 1, 2023, Judge Hascheff shall make a minimum monthly payment of \$1,500 to Ms. Hascheff until the award of fees is paid in full.

GOOD CAUSE APPEARING, IT IS SO ORDERED.

Dated this 12 day of June, 2023.


Sandra A. Unsworth
District Judge

DV13-00656

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ELECTRONIC FILING:

 
Judicial Assistant