

1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**
2 PIERRE HASCHEFF, AN Case No. 86976
3 INDIVIDUAL,

4 Appellant/Cross-Appellant,

5 vs.

6 LYNDA HASCHEFF, AN
7 INDIVIDUAL,

8 Respondent/Cross-Appellant.

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9 **AMENDED APPENDIX TO APPELLANT’S OPENING BRIEF**

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per Stipulation to Seal Portions of
Appellant's Appendix.**

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10 **IN THE FAMILY DIVISION**
11 **OF THE SECOND JUDICIAL DISTRICT FOR THE STATE OF NEVADA IN**
12 **AND FOR THE COUNTY OF WASHOE**

13 **PIERRE A. HASCHEFF,**

Case No. DV13-00656

Dept. No. 12

Plaintiff,

vs.

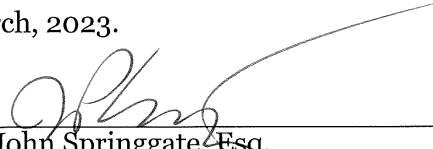
14 **LYNDA HASCHEFF,**

Defendant.

15 **OPPOSITION/RESPONSE TO WILFONG AFFIDAVIT**

16 Comes now the Plaintiff, PIERRE HASCHEFF, by and through his undersigned
17 counsel, JOHN SPRINGGATE, ESQ., of SILVERMAN KATTELMAN SPRINGGATE,
18 CHTD., and enters his Opposition and Response to the Wilfong Affidavit filed by
19 Defendant on March 10, 2023. This Opposition is made and based upon the attached
20 memorandum of Points and Authorities, the affidavit and exhibits attached, and all the
21 papers and pleadings on file in this action.

22 Dated this 24 day of March, 2023.

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24 _____
25 John Springgate, Esq.
26 Attorney for Plaintiff

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POINTS AND AUTHORITIES

Comes now the Defendant, Pierre Hascheff, hereinafter "Pierre," and opposes the Wilfong affidavit submitted by the Plaintiff, Lynda Hascheff, hereinafter "Lynda," on the following grounds:

1. The math is wrong. Defendant's counsel has grossly overstated her fees shown by the invoices attached.

2. The redacted exhibits and billings make it difficult if not impossible to analyze the statements for accuracy or applicability to this matter, in light of the failed claims.

3. The Court of Appeals found in favor of Pierre on the notice issue, remanding the matter to this Court, and thus, Lynda did not prevail on the appeal, and cannot seek fees for that. Indeed, Pierre prevailed on the majority of the issues, and Lynda cannot claim that she prevailed.

4. The fees sought are unreasonable in relation to the amount at issue, and show that the litigation was unreasonably extended and continued by Lynda's counsel, and this behavior should not be rewarded by the Court. In proof of this, Pierre made an offer of judgment to resolve the matter, when both parties had access to the unredacted invoices, and Pierre's fees are lower, in comparison.

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ANALYSIS

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1. The math is wrong.

Mr. Meador's Affidavit seeks an award of fees and costs to Woodburn and Wedge of \$83,245, and fees for the appeal of \$38,840.00, for a total of \$122,091. Without

1 regard to the legal basis of the fees, or the reasonableness, the math is simply wrong.

2 The invoices attached to the Affidavit have two parts, an overview on the first
3 page, and then a detail of the services rendered. A review of the attached redacted
4 invoices, counting for each invoice only the “services rendered,” yields a fee total of
5 **\$53,144.72**, somewhat less than the \$83,245 claimed. So, to check that number,
6 counsel looked for the payments on the invoices. Ms. Hascheff paid \$2427.25 on an
7 early invoice, and had then accumulated a balance of \$32,487. That balance disappears
8 between March, 2021, and August, 2022 during the pendency of the appeal, and
9 presumably it was paid, and not forgiven. If so, at the end the invoices reflect another
10 payment of \$500 in August, 2022, and then a balance due on the last invoice of
11 \$17,730. Lynda has presumably spent, or incurred, fees of **\$53,144.25**.

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14 Mr. Meador has overstated, or incorrectly added, his fees by \$30,000. That may
15 not be much to him, but it’s a lot to Pierre. Hopefully Lynda has not similarly overpaid.
16 Confirmation of the amounts that she has actually paid, or incurred, will be necessary
17 given the grossly overstated amount due.

18
19 **2. The redacted exhibits and billings make it difficult if not**
20 **impossible to analyze the statements for accuracy or applicability to this**
21 **matter.**

22 The affidavit of Shawn Meador, Esq. submitted in support of the claim for fees,
23 cites *Miller v. Wilfong*, 121 Nev. 619, 119 P.3d 727 (2005), which incorporates the
24 *Brunzell v. Golden Gate National Bank* factors, proceeds to allegedly analyze the fees
25 claimed under that standard. The first fact, the “quality of the advocate,” is set forth in
26 the Affidavit, and Mr. Meador certainly has a significant number of credentials to
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1 support his ability as a lawyer. It is in the second section, the “Character and Difficulty
2 of the Work,” where the matter goes seriously astray.

3 It cannot be ignored that when the Court finally reviewed the unredacted
4 attorney’s fees bills, and decided which ones were appropriately attributed to the
5 malpractice action, following the direction of the Court of Appeals, the total was
6 \$2,295.00, and Lynda was ordered to pay half of that amount to Pierre, under Section
7 40 of the Marital Settlement Agreement.
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9 These parties were divorced in 2013, and Qualified Domestic Relations Orders
10 were issued in 2015. This matter was dormant until Lynda filed the initial Motion to the
11 Court for clarification under the Decree. Pierre filed his Motion for Order to Show
12 Cause, filed in response, where he sought \$4924 as her 1/2 of the fees due. Motion for
13 Order to Show Cause, July 8, 2020, page 12. This action has thus continued since Lynda
14 filed her motion, in June, 2020, on a \$5,000.00 claim. Having been ordered to pay
15 \$1,147.50, Lynda now argues that she was “successful,” having been ordered to pay
16 money, and should have \$124,591 in fees as a result. Affidavit, page 8.
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19 How is it possible that this matter could consume so much attorney time? Some
20 reference to the Affidavit is helpful in this regard. “Mr. Hascheff sent her a misleading
21 demand letter...” Affidavit, page, line 8. “He failed to provide documents on which she
22 or her counsel could thoughtfully evaluate hid demand for indemnity.” Affidavit, page 8,
23 ln 12. (Indeed, Pierre had provided all of the documentation to Lynda’s sister, then her
24 attorney, prior to Mr. Meador being involved. See, Motion for Order to Show Cause).
25

26 The Affidavit goes on to allege that Pierre’s indemnity letter was sent in
27 retaliation because their daughter did not invite him to her wedding, that he blamed her

1 for the relationship, and most surprisingly, “during the underlying divorce litigation,
2 Mr. Hascheff bullied and intimidated Ms. Hascheff.” Affidavit, page 3, ln 20.
3 Incredibly, “she signed the MSA relying on Mr. Hascheff’s advice rather than relying on
4 her own counsel’s advice.” Page 3, ln 25.

5 Thus, it becomes apparent how the fees in this matter grew so large: it’s personal.
6 Mr. Meador’s response to Pierre telling his wife that she’s being over billed in the
7 divorce, is to overbill in this litigation. Notably, Mr. Meador’s affidavit is of limited
8 evidentiary value on the history of the parties, as he is not competent to state whether
9 she felt bullied or not, and he should be directed to stay on the point. Given the
10 extraneous facts inserted into the Affidavit, it is easy to see how a \$5,000 dispute has
11 now gained this sort of billing, (albeit overstated by some \$30,000) while
12 simultaneously throwing Ms. Hascheff under the bus on her own MSA.

13 Pierre would object, of course, to this characterization of his actions and the
14 history of the parties, but the issue for this Court is not how they dealt with each other in
15 the marriage or divorce, but the “reasonableness” of the fees requested. They are not
16 reasonable. Counsel then states, incorrectly, that Pierre was compelled by “Court order
17 to provide the information [the fee invoices]” when the Court well knows that the parties
18 agreed to provide the unredacted invoices to the Court *in camera*, following the
19 submission of a stipulated protective order, filed October 13, 2022. Pierre rejects as
20 untruthful, and opposes as irrelevant, the conjecture and speculation of Mr. Meador, or
21 the statements made to intimidate, harass, or disparage him. The changes to the MSA,
22 made after the parties discussed it, benefitted Lynda greatly, increasing her alimony,
23 increasing her life insurance, and paying her health insurance premiums, and giving her
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1 a larger share of their Incline home sales proceeds. It is simply counsel, again, seeking
2 to disparage him, and justify the gross overbilling in this matter. The discussion
3 regarding the MSA is just so much hoodoo and innuendo. Mr. Meador was
4 representing Lynda at the time, if the MSA was so bad, he should have withdrawn.
5 Instead, the parties apparently cooperated until this matter came up. Relying on this,
6 and Pierre's alleged "bullying," is not only without support, and factually untruthful,
7 but shows that this is not about the "reasonable fees and costs," but rather about Mr.
8 Meador getting even for something that happened 5 years ago.

10 It is for this reason that the redacted affidavits cannot be relied upon here, and
11 should be provided to the parties, and the court. Normally, the redactions would be
12 necessary to remove any attorney-client communications, as they would not be
13 pertinent to the decision, but given the history, as related by counsel, they should be
14 reviewed. How much of those communications, for example, are related to Pierre's
15 claimed prior acts, and how much is related to really moving the case forward? Indeed,
16 some of the redactions concern communications with the Pierre's counsel, and it is
17 difficult to see how those communications are privileged or otherwise should be
18 redacted.
19

21 It was improper to award attorney's fees based upon sealed billing records
22 without the opportunity to review. *Golden Rd. Motor Inn, Inc. v. Islam*, 132 Nev. 476,
23 376 P.3d 151 (2016), citing *Love v. Love*, 114 Nev. 572, 582, 959 P.2d 523, 529 (1998).

25 Counsel has represented that unredacted copies can be made available to the
26 Court. They should be, to the Court and to Pierre, for the reasons stated. Pierre and the
27 Court are entitled to see all the entries in the invoices, and the failure to consider the

1 unredacted invoices would be error. If necessary, this can be via another stipulated
2 protective order. The Court cannot determine what fees are related to Lynda's
3 "successful claims" without the ability to review each entry and see if it was related to
4 those points, or to her failed issues.

5 **3. The Court of Appeals found in favor of Pierre on the notice issue,**
6 **remanding the matter to this Court, and thus, Lynda did not prevail on the appeal,**
7 **and cannot seek fees for that. Indeed, Pierre prevailed on the majority of the**
8 **issues, and Lynda cannot claim that she prevailed.**

9
10 Lynda now argues, under the "difficulty of the work standard" that this case
11 could have been resolved quickly and inexpensively and that she agreed to pay the fees
12 required under the MSA , which could not be farther from the truth. From the inception
13 of this dispute, Lynda's position starting with her sister, Lucy Mason, also a lawyer, was
14 that she denied owing Pierre anything under the MSA, arguing instead that he forfeited
15 and waived his indemnity right, because he failed to provide notice to her in a timely
16 fashion. Pierre argued from the beginning to Ms. Mason, and then to Mr. Meador that
17 there was no notice requirement in the MSA, arguing that both Nevada cases and a
18 majority of other jurisdictions followed this rule.

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21 Nevertheless, Lynda continued at both the district court level and on appeal that
22 Pierre had forfeited his indemnity right because he failed to give notice, and was
23 equitably estopped from forever exercising his indemnity right, leaving Pierre alone to
24 absorb 100% of the fees, and 100% of the potential judgment, should one be entered
25 against him in this or other litigation. Even in the *Wilfong* affidavit, Lynda continues to
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1 argue the very same 11 meritless claims she made before this court and the appellate
2 court, all of which she lost.

3 The Court of Appeals did hold that the indemnification provision of the MSA did
4 not include the fees incurred in the collateral action, as Pierre was not sued for
5 malpractice in that action. *Order Affirming in Part*, at pg. 8. However, Pierre clearly
6 prevailed on his claims that the Court was incorrect to deny his indemnification based
7 on notice or laches. *Order Affirming*, at 9. The Court of Appeals remanded to this
8 Court to determine the prevailing party, and award fees consistent with the MSA. *Order*
9 *Affirming*, at 12.

11 A party may be a prevailing party entitled to recover attorney's fees and costs if
12 [he] succeeds on any significant issue in litigation which achieves some of this benefit it
13 sought in bringing its claims. *See, LVMPD v. Blackjack Bonding*, 131 Nev. 80, 343
14 P.3d 608,615 (2015); *Valley Electric Ass'n v. Overfield*, 121 Nev. 77, 106 P.3d 1198, 1200
15 (2005); *see also, Hensley v. Eckerhart*, 461 US 424, 434, 103 S. Ct. 1933, 1940, 76 L. Ed.
16 2d 40 (1983)(to be a prevailing party, a plaintiff need succeed only on some of his claims
17 for relief), and *Weston v. Cushing*, 45 Vt. 531, 1873 Vt. Lexis 53: "The orator having
18 prevailed upon this question, it would seem no reason for denying him costs, that the
19 court in defining his right do not concede it to the full extent he asks, so long as they give
20 him more than the defendants would admit."

23 This Court then issued its Order of February 17, 2023, finding that Ms. Hascheff
24 was the prevailing party, as she was not required to indemnify Pierre for fees incurred in
25 the collateral action, and inviting the Wilfong affidavit.
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1 Respectfully, that Order ignores that Pierre prevailed at the Court of Appeals on
2 the notice issue, and on the laches/waiver issue. More importantly, it fails to recognize
3 the single salient fact still before this Court, and subject of the entire litigation, that
4 Lynda owes Pierre money under the indemnity agreement. Respectfully, Pierre
5 prevailed, and should be entitled to his fees and costs.

6 Lynda, in the attorney's affidavit, argues *again* that Pierre failed to timely notify
7 her, failed to share information with her including providing privileged information
8 concerning the malpractice claim, breached his fiduciary duty to her, breached the MSA,
9 breached the implied covenant of good faith and fair dealing, and asserted equitable
10 defenses such as collateral estoppel and laches. Those claims did not prevail at the
11 Court of Appeals, and no fees should be attached to those failed claims.

12 The Affidavit seemingly argues that, as this Court has held, that Lynda prevailed
13 on that one point, that the fees in the collateral action are not covered, then all of
14 Lynda's fees should be recoverable. This is incorrect.

15 It is true that the parties may be considered a prevailing party if they succeeded
16 on any significant issue in the litigation which achieves some of the benefit sought, but
17 that only "brings the plaintiff across the statutory threshold," leaving the district court to
18 determine what fees are reasonable. *Hensley v. Eckerhart*, 461 U.S. 424, 433, 103 S. Ct.
19 1933 (1983), citing *Nadeau v. Helgemoe*, 581 F.2d 275 (1st Cir. 1978).

20 However, the *Hensley* case, considering fees in a civil rights action, went on to
21 discuss the role of the District Court in weighing the eventual results:

22 The most useful starting point for determining the amount of a reasonable fee is the
23 number of hours reasonably expended on the litigation multiplied by a reasonable
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1 hourly rate. This calculation provides an objective basis on which to make an initial
2 estimate of the value of a lawyer's services. The party seeking an award of fees should
3 submit evidence supporting the hours worked and rates claimed. Where the
4 documentation of hours is inadequate, the district court may reduce the award
5 accordingly.

6 **The district court also should exclude from this initial fee calculation hours**
7 **that were not "reasonably expended."** S. Rep. No. 94-1011, p. 6 (1976). **Cases**
8 **may be overstaffed, and the skill and experience of lawyers vary widely.**

9 Counsel for the prevailing party should make a good-faith effort to exclude from a fee
10 request hours that are excessive, redundant, or otherwise unnecessary, just as a lawyer
11 in private practice ethically is obligated to exclude such hours from his fee submission.
12 "In the private sector, 'billing judgment' is an important component in fee setting. It is
13 no less important here. Hours that are not properly billed to one's *client* also are not
14 properly billed to one's *adversary* pursuant to statutory authority." *Copeland v.*
15 *Marshall*, 641 F.2d 880, 891, 205 U. S. App. D. C. 390, 401 (1980) (en banc) (emphasis
16 in original).

17 *Hensley v. Eckerhart*, 461 U.S. 424, 433-34, 103 S. Ct. 1933, 1939-40 (1983) [Emph.
18 added in bold].

19 Thus, it is submitted that here the Court should review the fee invoices with an
20 eye to whether the time was expended on the single "success," limiting the fees to those
21 incurred in the actual malpractice litigation, versus those incurred by Lynda on claims
22 and appeals that ultimately failed.

23 **4. The fees sought are unreasonable in relation to the amount at**
24 **issue, and show that the litigation was unreasonably extended and**
25 **continued by Lynda's counsel, and this behavior should not be rewarded by**
26 **the Court. In proof of this, Pierre made an offer of judgment to resolve the**
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1 **matter, when both parties had access to the unredacted invoices, and**
2 **Pierre's fees are lower, in comparison.**

3 When Lucy Mason was representing Lynda, prior to counsel's appearance, she
4 received all of the documents she requested immediately. She had recommended to
5 Pierre that he redact the privileged information and send redacted invoices, which he
6 did; it was after that point that Lynda's attorney reneged on the offer, and requested
7 copies of Pierre's attorney's files, Todd Jacsik's attorney's files, and communications
8 between the 2 of them, all of which were privileged and could not be disclosed.
9

10 Although Lynda may have desired this information, she was not in a privileged
11 position with regards to the attorney's communications, and not subject to a joint
12 defense agreement. Pierre provided the unredacted entries to the Court pursuant to a
13 stipulated protective order. The malpractice action is still ongoing, and Pierre is still
14 potentially liable on that action, and waiver of privilege as to those communications
15 cannot be taken lightly. This unnecessarily caused increased fees for both parties in this
16 matter. Eventually, by agreement, the unredacted fees were provided to the Court under
17 a stipulated protective order. In short, the litigation tactics of the Defendant caused the
18 fees to be unreasonable for both parties.
19

20 Counsel misstates the holding of *Musso v. Binick*, 104 Nev. 613, 764 P.2d 477
21 (1988). While fees on appeal are recoverable pursuant to a prevailing party fee contract,
22 the party must have "successfully" prevailed on the appeal. While it is true that the
23 Court of Appeal did limit the fees to those incurred in the actual malpractice action,
24 Pierre prevailed in overcoming the lower court order which found his claim for
25 indemnity barred by notice or laches. Pierre prevailed, and again, respectfully, while
26
27

1 this Court has determined that Lynda is the “prevailing party,” she still has to pay the
2 indemnity, which was a position she forcefully resisted from the onset. Accordingly, her
3 fees on appeal should not be recoverable.

4 It is unclear how Lynda can claim that the fees here are “reasonable,” and ask the
5 Court to award them. Pierre was clear from the start that he was seeking some \$4500 in
6 indemnity for the fees expended. At the end of the day, Lynda was ordered to pay
7 \$1,147.50. There is no situation where fees of \$83,000 (or \$53,000, if math is used) are
8 reasonable to “win” a case worth, at best, \$4500. Lynda’s position from the outset was
9 to defeat the claim for indemnity *in full*, and prevent any future claims in any other
10 instances. In that regard, she failed, and the pursuit of that objective should not be
11 countenanced by this court, nor rewarded with fees.

12 Lynda never offered to pay any amount. Pierre, by contrast, made an offer of
13 judgement to accept \$1,400 to end the litigation, on October 1, 2022. See, Exhibit 1,
14 attached. Had the Court not discounted several of the entries in the reviewed invoices,
15 the Offer would have been spot on. Order Regarding indemnification, fn 3., page 4.
16 Lynda’s position throughout was that the indemnity provision itself should go away.
17 This was a step too far, and shows again that the fees and costs incurred here were not
18 reasonable to determine the amount of indemnity due, but were instead incurred in an
19 attempt to deny future indemnity claims. See, the Declaration of Pierre Hascheff,
20 attached.

21 Pierre has attempted to resolve this litigation, but cannot in the face of such
22 egregious billing. His fees, by contrast are far more reasonable, and still too much for
23 the amount at issue. See, the Declaration of Pierre Hascheff, attached hereto, showing

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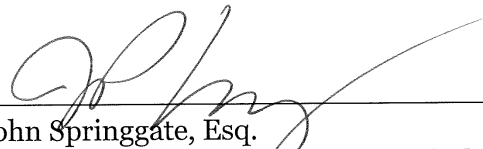
that he paid his attorneys Todd Torvinen, Esq., \$11,305, and Steven Kent, Esq., \$26,422, and the undersigned, \$7640, far short of the claims for Lynda.

Wherefore, it is respectfully requested that the Court review the Affidavit for attorney's fees filed by Lynda in this matter, in light of the above arguments, and order, again, as it did previously, that each party should bear their own fees in the matter. Defendant's fee claims are not reasonable, nor related to the issues herein where both parties can be said to have prevailed.

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.

DATED this 24 day of March, 2023.



John Springgate, Esq.
Silverman Kattelman Springgate, Chtd.
500 Damonte Ranch Pkwy, Ste 675
Reno, NV 89521
Attorneys for Plaintiff

CERTIFICATE OF SERVICE


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Pursuant to NRCP 5 (b), I hereby certify that I am an employee of Silverman, Kattelman Springgate, Chtd, and on the date set forth below, I served a true copy of the foregoing **Opposition/Response to Wilfong Affidavit** on the party(ies) identified below by:

- Placing an original or true copy thereof in a sealed envelope, postage prepaid for collection and mailing in the United States Mail at Reno, Nevada to
- Hand Delivery via Reno Carson Messenger Service
- Facsimile to the following numbers:
- Federal Express or other overnight delivery
- Reno Carson Messenger Service
- Certified Mail, Return receipt requested
- Electronically, using Second Judicial District Court’s ECF system
- Electronic mail to:

addressed to:
Shawn Meador, Esq.
Woodburn and Wedge
6100 Neil Road Suite 500
Reno, NV 89505

Dated this 24 day of March, 2023.



Olga Garcia

INDEX OF EXHIBITS

Exhibit	Description	# pgs.
1	Offer of Judgment	3
2	Declaration of Pierre Hascheff	1

FILED
Electronically
DV13-00656
2023-03-24 03:06:05 PM
Alicia L. Lerud
Clerk of the Court
Transaction # 9577594 : adixon

Exhibit “1”

Exhibit “1”

1 Gary R. Silverman (NSB# 409) Michael V. Kattelman (NSB#6703),
John Springgate (NSB #1350), Alexander C. Morey (NSB#11216)
Benjamin E. Albers (NSB #11895)
2 Silverman Kattelman Springgate Chtd.
500 Damonte Ranch Pkwy., #675
Reno, Nevada 89521
3 Telephone: 775/322-3223
Facsimile: 775/322-3649
4 Attorney for Plaintiff

5 **IN THE FAMILY DIVISION**
6 **OF THE SECOND JUDICIAL DISTRICT FOR THE STATE OF NEVADA IN**
7 **AND FOR THE COUNTY OF WASHOE**

8 PIERRE A. HASCHEFF,

Case No. DV13-00656

9 Dept. No. 12

10 Plaintiff,

11 vs.

12 LYNDA HASCHEFF,

13 Defendant.

14 **OFFER OF JUDGMENT**
15 **NRS 125.141**

16 To: Lynda Hascheff and her counsel of record, Shawn Meador:

17 Pursuant to NRS 125.141, Pierre A. Hascheff hereby offers to allow a decree to be
18 entered concerning the property rights of the parties on the following terms and
19 conditions:

20 Plaintiff offers to have judgment taken in favor of Plaintiff, and against
21 Defendant, in the total amount of \$1,400.00 (One Thousand, Four Hundred Dollars),
22 with each party to bear their own attorney's fees and costs, in full resolution of
23 Defendant's Motion for Clarification or Declaratory Relief, Plaintiff's Motion for Order
24 to Enforce or for Order to Show Cause, and associated motions for attorney's fees, the
25 appeal and cross-appeal therefrom, and any matters on remand. If this offer is
26 accepted, judgment may be entered in accordance with the terms hereof. If not accepted
27 within 10 days of service, it shall be deemed rejected.
28

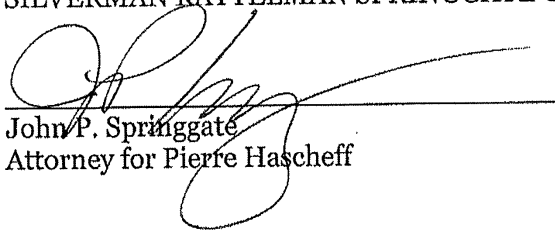
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Affirmation

Under NRS 239B.030 the undersigned affirms the preceding contains no social security number.

Dated this 31 day of October, 2022.

SILVERMAN KATTELMAN SPRINGGATE CHTD.



John P. Springgate
Attorney for Pierre Hascheff

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CERTIFICATE OF SERVICE

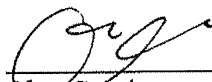
Pursuant to NRCP 5 (b), I hereby certify that I am an employee of Silverman Kattelman Springgate, Chtd, and on the date set forth below, I served a true copy of the foregoing **OFFER OF JUDGMENT** on the party(ies) identified below by:

- Placing an original or true copy thereof in a sealed envelope, postage prepaid for collection and mailing in the United States Mail at Reno, Nevada to
- Hand Delivery via Reno Carson Messenger Service
- Facsimile to the following numbers:
- Federal Express or other overnight delivery
- Reno Carson Messenger Service
- Certified Mail, Return receipt requested
- Electronically, using Second Judicial District Court's ECF system
- Electronic mail to: smeador@woodburnandwedge.com

addressed to:

Shawn Meador, Esq.
Woodburn and Wedge
6100 Neil Road Suite 500
Reno, NV 89505

Dated this 31 day of October, 2022.



Olga Garcia

FILED
Electronically
DV13-00656
2023-03-24 03:06:05 PM
Alicia L. Lerud
Clerk of the Court
Transaction # 9577594 : adixon

Exhibit “2”

Exhibit “2”

1 **Declaration of Pierre Hascheff**

2 PIERRE HASCHEFF, under penalty of perjury, deposes and says:

3 1. I am the Plaintiff in this action, and make this declaration in support of my
4 Opposition to the Affidavit submitted by Shawn Meador, Esq., on behalf of Lynda
5 Hascheff.

6 2. I have reviewed the factual statements made in the Opposition, and those
7 statements are true and correct, to the best of my knowledge. If any information is
8 stated on information and belief, I believe it to be true.

9 3. I do not recall any attempt on the part of Lynda to resolve this matter by
10 any offer of payment of any amount for my indemnity claims. I made an offer of
11 judgment in October, 2022, which was not accepted. I attempted to resolve the matter,
12 many times, including through mediation. but I could not agree to waive any indemnity
13 claims into the future.

14 4. I have incurred my own attorney's fees in this matter. Todd Torvinen, Esq.,
15 represented me on the initial hearing prior to the appeal, and his fees and costs totaled
16 approximately the sum of \$11,305. Steven Kent, Esq., took over for the appeal, through
17 the hearing with the Court after the remand, and his fees and costs totaled about
18 \$26,422. John Springgate, Esq., has represented me since, and billed \$7640. Based on
19 those numbers, I do not believe that the fees requested are reasonable, nor related to the
20 issues on which Defendant prevailed.
21

22 Dated this 24 day of March, 2023.

23 /S/ PIERRE HASCHEFF

24 _____
25 Pierre Hascheff
26
27

1 Gary R. Silverman (NSB# 409) Michael V. Kattelman (NSB#6703),
2 John Springgate (NSB #1350), Alexander C. Morey (NSB#11216)
3 Benjamin E. Albers (NSB #11895)
4 Silverman Kattelman Springgate Chtd.
5 500 Damonte Ranch Pkwy., #675
6 Reno, Nevada 89521
7 Telephone: 775/322-3223
8 Facsimile: 775/322-3649
9 Attorney for Plaintiff

10 **IN THE FAMILY DIVISION**
11 **OF THE SECOND JUDICIAL DISTRICT FOR THE STATE OF NEVADA IN**
12 **AND FOR THE COUNTY OF WASHOE**

13 **PIERRE A. HASCHEFF,**

Case No. DV13-00656

14 Plaintiff,

Dept. No. 12

15 vs.

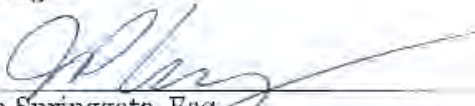
16 **LYNDA HASCHEFF,**

17 Defendant.

18 **SUPPLEMENTAL OPPOSITION TO WILFONG AFFIDAVIT**

19 Comes now the Plaintiff, PIERRE HASCHEFF, by and through his undersigned
20 counsel, JOHN SPRINGGATE, ESQ., of SILVERMAN KATTELMAN SPRINGGATE,
21 CHTD., and enters his Supplemental Opposition to the Wilfong Affidavit filed by
22 Defendant on March 10, 2023, after review of the unredacted billing invoices, according
23 to the Stipulation and Order dated April 7, 2023. This Opposition is made and based
24 upon the attached memorandum of Points and Authorities, the exhibits attached, and all
25 the papers and pleadings on file in this action.

26 Dated this 14 day of April, 2023.

27 
28 John Springgate, Esq.
29 Attorney for Plaintiff

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POINTS AND AUTHORITIES

Comes now the Defendant, Pierre Hascheff, hereinafter “Pierre,” and files his Supplemental Opposition to the Wilfong affidavit submitted by the Plaintiff, Lynda Hascheff, hereinafter “Lynda,” after review of the unredacted invoices.

Pierre had argued in his original Opposition that “The redacted exhibits and billings make it difficult if not impossible to analyze the statements for accuracy or applicability to this matter, in light of the failed claims.”

Following the provision of the unredacted invoices, Pierre had the opportunity to review them in detail, and makes the following observations in support of his Opposition. Note that Pierre’s first claim, that “The math was wrong,” is still the case, and it is believed that Lynda’s counsel will concur that their claim for fees in the amount of \$93,000 was based on the entirety of the case, including the divorce, instead of just this litigation. The amounts claimed due, based only on this litigation, are less than those stated in the Affidavit.

Of the \$53,000 (approx.) in attorney’s fees claimed expended on this matter, a large portion, some \$32,785 involved billings involving communications with Lucy Mason, Ms. Hascheff’s sister, a lawyer, albeit not a member of the Nevada bar. Pierre went over the unredacted billing records, and reviewed those which involved Lucy, either alone, or with Ms. Hascheff, and marked those. See, the attachment, Exhibit 1, a recap of those fees, followed by the unredacted invoices, which underly the recap. Several of those entries (highlighted in the attachment) were for Lucy alone, without the client, and some, such as July 17, 2020, indicate that he is responding to Lucy’s comments or casework. Unless the invoices can fully show what portion of time billed is

1 client, and what amount of the time billed was due to Lucy, these “mixed entries,”
2 cannot be relied upon or included. The ones involving communication with Lucy alone
3 should be completely excluded.

4 The import of these entries is that Lynda is essentially billing for the work of an
5 un-licensed attorney, and for her attorney to respond to comments and suggestions of
6 an unlicensed attorney, and not the party. This is unreasonable, not only because it is
7 effectively billing for two attorneys, and for communications with someone not the
8 client, but also because it increased the fees for an untenable position. Mr. Hascheff had
9 previously complained that the initial position of Lucy, and Lynda, was that he was not
10 entitled to any indemnity, as he had failed to give “timely notice,” and was collaterally
11 estopped. Those claims were raised in the Motion for Declaratory Judgement, and in the
12 briefing in this matter before the Court of Appeals. However, those claims were roundly
13 refuted by the Court of Appeals, and should not be counted in any fees due to a
14 prevailing party. *See*, Opposition, page 7-8, and also noting therein that Linda again
15 brings up in the Wilfong affidavit the numerous claims that were not sustained by the
16 Court of Appeals, such as laches, waiver, breach of the covenant of good faith, and
17 breach of fiduciary duty.
18

19 In addition, there were notations in the billings of charges that do not relate to
20 this action, for example entries with respect to alimony, and the entry dated January 30,
21 2020 including conversations with Phil K. which would be excluded unless he discloses
22 why that charge is necessary. Similarly, the entry of September 22, 2022 on the October
23 15, 2022 invoice includes \$120 for reviewing “disclosure statements,” which has nothing
24 to do with this case.
25
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1 Of particular note is an entry dated August 16, 2022, showing research on “the
2 law of the case.” This ties directly into Pierre’s argument in his Opposition to Wilfong
3 Affidavit, at Item 3. This Court held on February 17, 2023, that Ms. Hascheff was the
4 prevailing party, as she was not required to indemnify Pierre for fees incurred in the
5 collateral action, and then invited the filing of the Wilfong affidavit.
6

7 But, respectfully, that Order ignores that Pierre *prevailed* at the Court of Appeals
8 on the notice issue, equitable defenses, and on the laches/waiver issue. The Order of
9 February 17, 2023 fails to recognize the single salient fact still before this Court, and
10 subject of the entire litigation, that Lynda owes Pierre money under the indemnity
11 agreement. Again, Pierre prevailed, and should be entitled to *his* fees and costs, both in
12 the underlying litigation, and in the appeal. It is hard to fathom how Pierre is the “non
13 prevailing party,” when the end result of this litigation, tens of thousands of dollars
14 later, is that Lynda owes him money, according to the Court’s calculation. The Court’s
15 conclusion under the fee shifting provisions of the MSA would also fly in the face of NRS
16 18.010, which would not award fees to a prevailing claimant, Plaintiff or Defendant,
17 unless they achieved a monetary award in their favor. As the United States Supreme
18 Court said in a civil rights fee case, “work on an unsuccessful claim cannot be deemed to
19 have been expended in the ultimate result achieved.” Hensley v. Eckerhart, 461 U.S.
20 424, 103 S. Ct. 1933 (1983), at headnote 6. If the plaintiff has achieved only limited or
21 partial success, the court may reduce the award sought; the district court may attempt to
22 identify the specific items which should be removed, or may simply reduce the award to
23 account for the limited success. 103 S. Ct. at 1942-43.
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1 Pierre reiterates that the fees claimed, and expended, were not reasonable.
2 Pierre was clear from the start that he was seeking some \$4500 in indemnity for the fees
3 expended. At the end of the day, Lynda was ordered to pay \$1,147.50. Lynda, through
4 her attorney, had argued that Pierre was entitled to \$295 at most. The Court awarded
5 more than that to him as her half of the fees related to the malpractice action. There is
6 no situation where fees of \$83,000 (or \$53,000, if the correct math is used) are
7 reasonable to "win" a case worth, at best, \$4500. Lynda's position from the outset was
8 to defeat the claim for indemnity *in full*, and prevent any future claims in any other
9 instances. In that regard, she failed, and the pursuit of that objective should not be
10 countenanced by this court, nor rewarded with fees.
11

12
13 The fees in this matter are egregious, and not reasonably related to the amounts
14 at issue. Pierre's fees, by contrast, are far more reasonable, and still too much for the
15 amount at issue, as shown by his Declaration attached to the first Opposition.
16

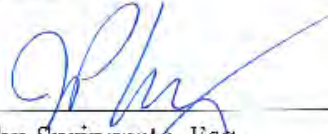
17 Wherefore, it is respectfully requested that the Court review the Affidavit for
18 attorney's fees filed by Lynda in this matter, and review particularly the unredacted
19 invoices, in light of the claims of Pierre, to see the amounts attributed both to Lucy, and
20 to matters with her alone; remove those claims that are completely unrelated, such as
21 the alimony charges and disclosure statement charges, and order, again, as it did
22 previously, that each party should bear their own fees in the matter, or that Pierre be
23 awarded his fees, as the prevailing party, in this court, and on appeal. Defendant's fee
24 claims are not reasonable, nor related to the issues herein where both parties can be said
25 to have prevailed.
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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.

DATED this 14 day of April, 2023.



John Springgate, Esq.
Silverman Kattelmann Springgate, Chtd.
500 Damonte Ranch Pkwy, Ste 675
Reno, NV 89521
Attorneys for Plaintiff

CERTIFICATE OF SERVICE


Pursuant to NRCP 5 (b), I hereby certify that I am an employee of Silverman, Kattelman Springgate, Chtd, and on the date set forth below, I served a true copy of the foregoing **Supplemental Opposition/Response to Wilfong Affidavit** on the party(ies) identified below by:

- Placing an original or true copy thereof in a sealed envelope, postage prepaid for collection and mailing in the United States Mail at Reno, Nevada to
- Hand Delivery via Reno Carson Messenger Service
- Facsimile to the following numbers:
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- Electronic mail to:

addressed to:

Shawn Meador, Esq.
Woodburn and Wedge
6100 Neil Road Suite 500
Reno, NV 89505

Dated this 19 day of April, 2023.



Olga Garcia

INDEX OF EXHIBITS

Exhibit	Description	# pgs.
1	Recap of Fees	1
2	Unredacted Invoices	40

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2023-04-14 04:06:24 PM
Alicia L. Lerud
Clerk of the Court
Transaction # 9614565 : csulezic

Exhibit “1”

Exhibit “1”

2/21/2020	1/22/2020	1.00	450		3/15/2022	2/1/2021	0.2	90
	1/27/2020	1.3	585			Bal		32487
	1/30/2020	1	450	PHIL K	8/16/2022	7/12/2022	0.4	180 McCode
3/18/2020	2/10/2020	1	450			7/12/2022	0.2	350 McCode
	2/11/2020	0.2	90			7/14/2022	0.5	225 Law of case
	2/24/2020	0.3	135			7/30/2022	0.2	90
4/13/2020	3/2/2020	0.6	270		9/13/2022	8/8/2022	0.07	315
	3/3/2020	0.6	270	KB, JAA		8/17/2022	0.3	135
5/7/2020	4/20/2020	0.6	270		10/15/2022	9/19/2022	1.5	675
7/17/2020	6/1/2020	3.2	1440			9/20/2022	1.3	585
	6/2/2020	1.5	675			9/21/2022	0.6	270
	6/8/2020	1.6	855			9/22/2022	1.3	580
	6/11/2020	3.1	1395				0.6	120 Disclosures
	6/12/2020	2.6	1170			9/26/2022	0.9	405
	6/14/2020	1.1	495			9/27/2022	1.3	585
	6/15/2020	5	2250			9/28/2022	1.5	675
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	7/9/2020	0.7	315			10/4/2022	0.5	225
	7/14/2020	2.7	1215			10/7/2022	2.0	900
	7/15/2020	0.4	180			10/31/2022	1.1	630
10/13/2020	9/9/2020	0.6	270		12/20/2022	11/1/2022	1.2	1890
	9/10/2020	0.4	180			11/2/2022	2.4	1080
	9/11/2020	0.5	225		2/16/2023	12/8/2022	0.4	180
12/9/2020	11/13/2020	0.1	45	Alimony		1/8/2023	0.2	90
1/11/2021	12/1/2020	0.1	45			1/18/2023	0.3	135
	12/7/2020	1.2	540					
	12/9/2020	0.4	180					
	12/10/2020	1.9	855					
	12/14/2020	1.7	705					
	12/16/2020	1	450					
	12/17/2020	4.4	1980					
	12/20/2020	2.5	1125					
	12/21/2020	4.3	2205					
	12/23/2020	0.2	0.9	Alimony				

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Alicia L. Lerud
Clerk of the Court
Transaction # 9614565 : csulezic

Exhibit “2”

Exhibit “2”

**Pages AA 1052 to AA 1090 filed under Seal
per Stipulation to Seal Portions of
Appellant's Appendix.**

**Pages AA 1052 to AA 1090 filed under Seal
per Stipulation to Seal Portions of
Appellant's Appendix.**

Woodburn and Wedge
 ATTORNEYS AND COUNSELORS AT LAW
 6100 Neil Road, Suite 500
 P.O. Box 2311
 Reno, Nevada 89505
<http://www.woodburnandwedge.com>

Telephone: (775) 688-3000

Fax: (775) 688-3088

Lynda Hascheff
 3417 Skyline Blvd
 Reno, NV 89509

February 16, 2023
 Invoice #: 458954
 Resp. Atty: SBM
 Client: 017206
 Matter: 000001
 Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through January 31, 2023

Federal Tax I.D. No.: 88-0104505

SERVICES

Date	Person	Description of Services	Hours	Amount
12/08/2022	SBM	Review court's order rejecting Pierre's claims, exchange emails with Lynda and Lucy re order and status etc.	0.4	\$180.00
12/08/2022	BMK	Prep NOE of Order.	0.2	\$60.00
12/20/2022	SBM	Send email to J. Springgate re legal fees issue.	0.2	\$90.00
12/22/2022	SBM	Exchange email with J. Springgate re Pierre wants to file yet more motions and my objection to him running up Lynda's fees.	0.2	\$90.00
12/27/2022	SBM	Review Pierre's motion, send Rule 11 email to Springgate, exchange emails with Lynda.	?	\$135.00
01/05/2023	SBM	Draft opposition to motion to allow briefing of prevailing party issue.	1.0	\$450.00
01/06/2023	SBM	Exchange email with Lynda re Pierre's motion.	0.1	\$45.00
01/06/2023	BMK	Finalize Hascheff opposition.	0.2	\$60.00
01/08/2023	SBM	Exchange emails with Lucy re opposition.	?	\$90.00
01/18/2023	SBM	Review Pierre's Reply, send J. Springgate a Rule 11 email.	?	\$135.00
Total Professional Services			3.1	\$1,335.00

Total Services \$1,335.00
 Total Current Charges \$1,335.00
 Previous Balance \$16,395.00
PAY THIS AMOUNT ~~\$17,730.00~~

1 Code: 3980
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
13 IN THE FAMILY DIVISION
14
15 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
16
17 IN AND FOR THE COUNTY OF WASHOE

18 PIERRE A. HASCHEFF ,
19
20 Plaintiff,
21
22 v.
23
24 LYNDA L. HASCHEFF ,
25
26 Defendant .

CASE NO. DV13-00656
DEPT. NO. 12

27
28 **STIPULATION AND ORDER REGARDING ATTORNEY CLIENT PRIVILEGE**

Plaintiff, Pierre Hascheff, and defendant, Lynda Hascheff, by and through their undersigned counsel, stipulate and agree as follows:

1. On February 17, 2023, this Court entered its Order Regarding Indemnification of Fees and Costs Under MSA §40; Order Regarding Prevailing Party Under MSA §35.1 pursuant to which the Court authorized Ms. Hascheff to file a *Wilfong* affidavit.
2. Ms. Hascheff filed her *Wilfong* affidavit on March 10, 2023. Ms. Hascheff attached redacted copies of her billing invoices to her *Wilfong* affidavit.

1 3. Mr. Hascheff filed his Opposition/Response to Wilfong Affidavit on March 24,
2 2023. Among other things, Mr. Hascheff argued that he could not fully and fairly evaluate the
3 redacted billing invoices.

4 **Based on the foregoing, and good cause therefore, the parties STIPULATE AND**
5 **AGREE AS FOLLOWS:**
6

7 1. Ms. Hascheff's counsel will provide Mr. Hascheff's counsel with copies of the
8 billing invoices that are not redacted (other than with respect to one conversation counsel had
9 with Ms. Hascheff's appellate counsel).

10 2. Ms. Hascheff's production of unredacted invoices shall not constitute a waiver
11 of her attorney client privilege with respect to any matter. The unredacted invoice shall be
12 treated as disclosures of non-confidential information that are not protected by the attorney
13 client privilege.

14 3. Upon review of Ms. Hascheff's unredacted invoices, if Mr. Hascheff believes
15 it is necessary or appropriate for him to do so, he will have the opportunity to file a
16 Supplemental Opposition/Response to Wilfong Affidavit. Any such Supplemental
17 Opposition shall be filed within one week of the date on which he receives copies of the
18 unredacted invoices.

19 4. If Mr. Hascheff does not believe it is necessary or appropriate for him to file a
20 Supplemental Opposition, in her Reply in Support of Wilfong Affidavit, Ms. Hascheff may
21 refer to this Stipulation to address the concerns Mr. Hascheff expressed in his Opposition
22 regarding the redacted invoices.
23


24 **Affirmation Pursuant to NRS 239B.030**


25 The undersigned affirms that this document does not contain the personal information
26 of any party.
27

1 APPROVED AS TO FORM AND CONTENT:

2 DATED this 4th day of April, 2023.

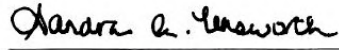
DATED this 3 day of April, 2023.

3
4 By 
5 Shawn B Meador, Esq.
6 Attorney for Defendant

By 
John Springgate, Esq.
Attorney for Plaintiff

7
8 ORDER

9 IT IS SO ORDERED this 7 day of April, 2023.

10
11 
12 DISTRICT JUDGE

1 Code:
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
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11 Attorneys for Lynda Hascheff

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

15 PIERRE A. HASCHEFF ,	
16	
17 Plaintiff,	CASE NO. DV13-00656
18 v.	DEPT. NO. 12
19 LYNDA L. HASCHEFF ,	
20 Defendant .	

21 **REPLY TO SUPPLEMENTAL OPPOSITION TO WILFONG AFFIDAVIT**

22 Pursuant to this Court’s Order finding that she is the prevailing party, Lynda’s counsel filed a
23 *Wilfong* affidavit. Pierre filed an Opposition to her *Wilfong* affidavit in which he argued that,
24 notwithstanding his lengthy opposition, it was “difficult if not impossible” for him to respond
25 because counsel had attached redacted invoices to protect information arguably protected by
26 the attorney client privilege.¹ His claim was hyperbole at best. It appears that he was curious
27 and desperately seeking something to rely on to shift the focus away from his unreasonable
28 litigation conduct.

29 Counsel was not persuaded that Pierre was unable to evaluate the *Wilfong* affidavit
30 fully and fairly. However, given Pierre’s prior appeal, counsel sought to avoid giving Pierre
31 any arguable basis to appeal this Court’s ultimate fee order, and thus continue to run up

WOODBURN AND WEDGE
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¹ Counsel has never filed a *Wilfong* affidavit in which the invoices were not redacted to protect attorney client privilege.

1 Lynda's legal fees, all of which arise out of his meritless claim that she was obligated to
2 indemnify him for the fees in the collateral action.² Therefore, counsel agreed to provide
3 unredacted invoices pursuant to the Stipulation and Order Regarding Attorney Client
4 Privilege, that was filed herein on April 7, 2023.

5
6 The intention of that Stipulation was to authorize Pierre to file a Supplemental
7 Opposition to address any new information that made it "difficult if not impossible" for him
8 to address in his original Opposition because the invoices were redacted. However, rather
9 than doing so, Pierre took the opportunity, once again, to argue at length that he is the
10 prevailing party.

11 Nothing in the stipulation authorized Pierre to file the unredacted invoices rather than
12 submitting them under seal to the Court. He then compounded that problem by submitting
13 copies of the unredacted invoices that contain his editorial comments and marginalia. He
14 apparently did not trust this Court to fairly evaluate the invoices as he requested, but instead
15 wanted to assure that this Court would evaluate them through his lens.

16
17 This Court has already entered its Order finding that Lynda is the prevailing party.
18 Nevertheless, Pierre made his prevailing party arguments in his original Opposition. The
19 redacted invoices did not make it difficult or impossible for him to make his prevailing party
20 argument. The facts and law, and this Court's Order, made it difficult or impossible, and yet
21 he made the argument in his Original Opposition anyway. Pierre's prevailing party argument
22 in his Supplemental Opposition should be stricken and disregarded.

23
24 Pierre's purported reliance on a billing entry related to research regarding the law of
25 the case is a meritless pretense to justify his decision to make his prevailing party argument
26 yet again. After the COA Order was entered, Pierre continued to assert that Lynda was
27

28

² Similarly, counsel did not move to strike Pierre's argument that he is the prevailing party in his original
Opposition notwithstanding this Court's finding that Lynda is the prevailing party and this Court's denial of
Pierre's motion to brief that issue. Counsel did not want him to claim on appeal that this Court refused to
evaluate his arguments.

1 obligated to pay the fees he incurred in connection with the collateral action, notwithstanding
2 the clear language of the COA Order. Counsel had brief research done with respect to the law
3 of the case to assure that Pierre was bound by the language of the COA Order that he seemed
4 to be ignoring.

5
6 This Court is fully informed about the prevailing party issue. Absent a request from
7 the Court that she do so, Lynda will not address the prevailing party issue yet again in this
8 Supplemental Reply.

9 Pierre then complains again about the math error in the *Wilfong* affidavit, even though
10 counsel conceded and corrected the error. The error could have been corrected by a single
11 email or phone call from Pierre's counsel to Lynda's counsel before Pierre, or his counsel,
12 spent any time drafting that section of his original Opposition. Nothing in the unredacted
13 invoices necessitated him raising this issue again in his Supplemental Response. It simply
14 demonstrates, once again, Pierre's heavy-handed litigation tactics that drive up Lynda's fees.

15
16 Pierre's fundamental argument is that it is unreasonable for Lynda to seek advice and
17 guidance from her sister. He claims that if Lynda's sister was included on an email, the Court
18 should disregard the fee Lynda was charged. Her sister could not offer thoughtful advice
19 without understanding the underlying litigation dynamics. It cost Lynda no more to have her
20 sister copied on emails than it would have cost her if her sister was not copied on those
21 emails. Pierre offers no citation to authority, or even cogent argument, that counsel's
22 communications with Lynda's sister caused her fees to be greater than they otherwise would
23 have been or that such fees are not recoverable.

24
25 Pierre is a lawyer and a judge. He has the skills, knowledge, experience, and ability to
26 read the MSA and Decree and frame and evaluate his legal claims and determine how to
27 approach the litigation arising out of his evolving demands for indemnity. Notwithstanding
28 his own training and expertise, Pierre employed the services of four lawyers to assist him,

1 advocate for him, and give him guidance.³ And yet, it appears that he begrudges Lynda
2 seeking advice and support from her sister. Thus, Pierre projects that it is appropriate for him,
3 as a lawyer and judge, to obtain assistance from and then to assist his lawyers in his litigation
4 tactics and choices, but was not appropriate for his former wife, who is not a lawyer, to get the
5 assistance she believes is necessary and appropriate.
6

7 Nevada law and Court Rules specifically authorize Lynda to seek advice and guidance
8 from her sister and for her counsel to share otherwise confidential information with her sister
9 in the furtherance of rendering professional services to her. See, e.g., NRS §49.055; NRPC
10 Rules 1.4(a) and (b); and 1.6.

11 Pierre argues that any time entries that involved Lynda's sister are not recoverable.
12 His argument is not supported by citation to any authority. Nor is it supported by thoughtful
13 or persuasive argument. As noted above, Nevada law recognizes that there are occasions
14 when a lawyer needs to communicate with a third person to provide effective representation.
15 Pierre simply seeks to shift the blame for the fees caused by his unreasonable litigation
16 choices to his former wife who had to figure out how to deal with his unreasonable choices.
17

18 Pierre had no need to file a Supplemental Opposition to raise his claimed concerns
19 about Lynda's sister's involvement. He did not first discover that Lynda's lawyer had
20 included her sister on emails and consulted with her about how best to represent Lynda when
21 he saw the unredacted invoices. This Court may review the redacted invoices that are
22 attached to the *Wilfong* affidavit, including, for example, the invoices for services on January
23 22, 27, 30; February 3, 10, 11, 24; and March 2, 3, 2020 etc. all of which that reflect counsel's
24 communications with Lynda's sister.
25

26 _____
27 ³In addition to his three counsel of record, Pierre had his lawyer in the malpractice action provide an affidavit
28 explaining and supporting his position. Once again, it appears to counsel that Pierre drafted much of his most
recent Supplemental Opposition himself. And, once again, he fails to provide transparent information to this
Court about how much of his legal work he has done for himself since his original demand for indemnity.

1 A review of the unredacted invoices for those dates, as well as the other dates Pierre
2 cites in his Exhibit 1, reflects that Pierre did not learn anything new from the unredacted
3 invoices that necessitated his Supplemental Opposition. Rather, he simply used the
4 opportunity to once again claim that he is the prevailing party and to disparage and attempt to
5 shift the blame for his litigation choices, to his former wife's counsel.
6

7 In the first few months after Pierre made his indemnity demand, Lynda, with her
8 sister's assistance, attempted to resolve the dispute without incurring legal fees. Her sister
9 had communicated directly with Pierre and continued to do so in the hope that litigation could
10 be avoided. Fearing that litigation may be inevitable given Pierre's attitude and strident
11 demands, Lynda retained counsel to assist her. Counsel necessarily had to communicate with
12 her sister about what documents and information Pierre had provided.⁴
13

14 This Court can review the charges that Pierre highlighted in his Exhibit 1 which he
15 characterizes as "for Lucy alone", such as the entries on December 9 and 10, 2020, to see that
16 his characterizations are untrue. See also, entries for 6/8/20; 6/14/20; 6/15/20; 7/9/20;
17 7/15/20; 12/1/20; 12/9/20; 12/10/20; 8/17/22; and 1/8/23. None of the entries involves time
18 for "Lucy alone."
19

20 Once again, Pierre did not discover that counsel occasionally communicated directly
21 with Lynda's sister when he reviewed the unredacted invoices. That information was
22 transparent from the redacted invoices. See, entries for 6/8/20 and 6/14/20. He simply used
23 the opportunity to advance new arguments contrary to the letter and spirit of the Stipulation.
24 He did exactly what he wanted to do; just as he has one throughout this litigation. And
25 doing exactly what he wanted to do ran up his former wife's fees about which he now
26 complains.
27

28 ⁴ This Court will recall that Pierre falsely claims that he provided her sister with all of the documents she
requested and that she needed even though the exhibits attached to Lynda's original underlying motion belie that
claim.

1 All time entries that Pierre identifies on his Exhibit 1 were for time used to assist
2 counsel in Lynda's representation and many of them included other time and charges on those
3 dates that had nothing to do with Lynda's sister at all. They were not about "Lucy alone."
4 This Court should expect greater accuracy and candor from an officer of the court who is also
5 a judicial officer.⁵
6

7 Pierre's evolving demands for indemnity and his refusal to provide transparency
8 forced Lynda to continue to have to make very difficult decisions. Given the relatively
9 modest sum he originally demanded, she had to make the fundamental decision about whether
10 to simply cave in to Pierre again or incur legal fees to stand up and insist that he comply with
11 the terms of their MSA.⁶ When he filed the contempt motion, she had to reevaluate her
12 approach. Given Pierre's refusal to provide transparency and his evolving demands she had to
13 make decisions about how to respond to his demands and how to most effectively try the case.
14 She then had to make decisions about how to approach his appeal. And then choices about
15 how to address his post-appeal claims that he was still entitled to indemnity for fees in the
16 collateral action.
17

18 Pierre's suggestion that Lynda was double billed because her sister was included on
19 emails is entirely without merit and unsupported by any evidence. Pierre took extreme
20 positions. He refused to provide transparency about the bills for which he sought indemnity.
21 He refused to provide unredacted copies of the billing statements until the Fall of 2022, after
22 the Court of Appeals rejected his argument that Lynda was responsible for fees in the
23 collateral litigation. Pierre's demands were inconsistent and ever changing. His claims were
24 misleading at best. Lynda is not a lawyer. She had a difficult time understanding Pierre's
25

26
27 ⁵ Pierre has consistently refused to address the ethical issues that arise out of his claim that the MSA is clear and unambiguous when it suits him and then claim it is vague and ambiguous when that argument suits him.

28 ⁶ His original demand was unsupported by any evidence demonstrating that the sums he sought were incurred in the malpractice action and stated that more fees would be incurred in the on-going malpractice action that had been stayed.

1 claims and arguments. It was not unreasonable for Lynda to seek advice about what she
2 should do from her sister.

3 Lynda's sister did not bill Lynda for communicating with counsel or offering her
4 suggestions and advice about the case.⁷ She could not give Lynda thoughtful advice without
5 being informed about what was happening in the litigation. Lucy did not draft a single word
6 of any pleading, motion, or other document in this case although she did have some
7 suggestions for how to clarify draft documents she reviewed on Lynda's behalf and regarding
8 trial strategy. Lucy did not prepare for or try the case that was necessitated by Pierre's
9 unreasonable demands. Pierre has not demonstrated and cannot demonstrate that Lucy's
10 involvement caused Lynda to incur one dime of additional legal fees.

12 Pierre also complains about a phone call of less than an hour with Phil K (see entry for
13 1/30/20). Phil K represented one of the parties in the collateral trust litigation. Pierre refused
14 to provide Lynda, her counsel, or this Court, with any thoughtful information about that
15 collateral lawsuit. Pierre refused to explain how his receipt of a subpoena for his file in that
16 lawsuit reasonably caused him to fear that he would be sued for malpractice when the party
17 who served the subpoena did not sue him. Counsel was conducting a reasonable due
18 diligence review to evaluate Pierre's claim that he reasonably feared being sued for
19 malpractice when he was subpoenaed to provide the estate planning documents he prepared.⁸

21 Pierre complains about fee entries regarding disclosures that he insists have nothing to
22 do with this case. This Court can review the entries for September 22, 2022, and see that the
23 fees do relate to this matter. They relate to what part of the fees Pierre paid in the malpractice
24 action were covered by his malpractice carrier and if the answer to that question could be

26 _____
27 ⁷ Pierre projects that his anger is that Lynda would have just caved into his demands but for her sister's advice.

1 gleaned from the documents Pierre disclosed. How, consistent with Rule 11, can Pierre claim
2 those entries have nothing to do with this case?

3 Pierre complains about an entry related to alimony. That is the fee counsel noted in
4 Ms. Hascheff's Reply and deducted from the total fee requested. Thus, that fee is not within
5 the total fee that Ms. Hascheff has requested.
6

7 Pierre's Supplemental Opposition is simply more evidence that his demand for
8 indemnity of the fees in the collateral lawsuit and his choices about how to approach this
9 litigation forced his former wife to incur the fees she now seeks to recover. Rather than
10 addressing specific substantive claims that Pierre discovered from reviewing the unredacted
11 invoices, Lynda was forced to incur fees to address Pierre's attempt to reargue, yet again, the
12 issue of who is the prevailing party, to address claims that he could have made in his Original
13 Opposition, and to review and evaluate his Exhibit 1 and his misleading characterizations of
14 the time entries.
15

16 Pierre's Supplemental Opposition was entirely unnecessary but due to the risk that he
17 may file an appeal of any fee order entered by this Court, counsel could not dismiss his claims
18 and arguments. Lynda incurred fees of \$1,800 for counsel to review, evaluate and prepare this
19 Reply to Supplemental Opposition that should be added to her fee request.
20

21 ///

22 ///

23 ///

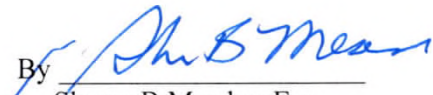
24
25
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27 ⁸ The collateral lawsuit did not result in a finding that Pierre committed malpractice or that the client who sued
28 him has a claim for malpractice against him. The decision in that case was affirmed on appeal. Pierre claims the
malpractice action is still pending after years of languishing pursuant to the stipulation to stay. The question is
why it is still pending. It appears from the outside that it is still pending because Pierre wants it to be still
pending as this Court evaluates the prevailing party fee award to project that there was some underlying merit to
his position when there was not.

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Affirmation Pursuant to NRS 239B.030

The undersigned affirms that this document does not contain the personal information of any party.

DATED this 18 day of April, 2023.

By 
Shawn B Meador, Esq.
Attorney for Defendant

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CERTIFICATE OF SERVICE

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

REPLY TO SUPPLEMENTAL OPPOSITION TO WILFONG AFFIDAVIT

on the party set forth below by:


- Placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Reno, Nevada, postage prepaid, following ordinary business practices.
- Personal delivery.
- Second Judicial E flex
- Federal Express or other overnight delivery.

addressed as follows:

X John Springgate, Esq.

The undersigned affirms that this document contains no social security numbers

Dated this 18th day of April, 2023.



 Vanessa Martinez

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.

Case No. DV13-00656

13 LYNDA HASCHEFF,

Dept. No. 12

14 Defendant.
15 _____/

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. 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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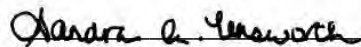
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Order

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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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the Second Judicial District Court in and for the County of Washoe, and that on June 12, 2023, I deposited in the county mailing system for postage and mailing with the United States Postal Service in Reno, Nevada, or via e-filing, a true copy of the foregoing document addressed as follows:

ELECTRONIC FILING:

**SHAWN MEADOR, ESQ., for LYNDA HASCHEFF
JOHN SPRINGGATE, ESQ., for PIERRE HASCHEFF**



Judicial Assistant

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

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

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

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CERTIFICATE OF SERVICE

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

NOTICE OF ENTRY OF ORDER

on the party set forth below by:

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

_____ Personal delivery.

_____ Federal Express or other overnight delivery.

 X Second Judicial E-Flex

addressed as follows:

X John Springgate, Esq

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

Dated this 12th day of June, 2023.

/s/ Vanessa Martinez
Vanessa Martinez

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EXHIBIT LIST

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

EXHIBIT 1

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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.

Case No. DV13-00656

13 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 NRC 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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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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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the Second Judicial District Court in and for the County of Washoe, and that on June 12, 2023, I deposited in the county mailing system for postage and mailing with the United States Postal Service in Reno, Nevada, or via e-filing, a true copy of the foregoing document addressed as follows:

ELECTRONIC FILING:

SHAWN MEADOR, ESQ., for LYNDA HASCHEFF
JOHN SPRINGGATE, ESQ., for PIERRE HASCHEFF



Judicial Assistant

1 THERESE M. SHANKS, ESQ.
Nevada Bar No. 12890
2 FENNEMORE CRAIG, P.C.
7800 Rancharra Pkwy
3 Reno, NV 89511
4 Telephone: (775) 788-2200
Facsimile: (775) 786-1177
5 e-mail: tshanks@fennemorelaw.com

6 *Attorneys for Pierre Hascheff*

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

11 PIERRE A. HASCHEFF,

12 Plaintiff,

13 vs.

14 LYNDA HASCHEFF;

15 Defendant,

CASE NO: DV13-00656

DEPT NO: 12

16 **NOTICE OF APPEAL**

17 NOTICE IS HEREBY GIVEN that, pursuant to NRAP 3(a)(1) and 3A(b)(1), plaintiff
18 Pierre Hascheff (“Pierre”), by and through his counsel, appeals to the Supreme Court of the State
19 of Nevada from the Order Awarding Attorney’s Fees entered on June 12, 2023.

20 **AFFIRMATION**

21 The undersigned affirms that this document does not contain the social security number of
22 any person.

23 DATED: July 11, 2023.

FENNEMORE CRAIG, P.C.

24 /s/ Therese M. Shanks
25 Therese M. Shanks, Esq.
26 Nevada Bar No. 12890
7800 Rancharra Pkwy
Reno, NV 89511
27 Telephone: (775) 788-2200
Facsimile: (775) 786-1177
28 e-mail: tshanks@fennemorelaw.com
Attorneys for Pierre Hascheff

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CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b), I certify that on July 11, 2023, a true and correct copy of **NOTICE OF APPEAL** was electronically served via the court’s electronic filing system to the following attorney(s) associated with this case:

Shawn Meador, Esq.
Woodburn & Wedge
6100 Neil Road, Suite 500
Reno, NV 89511

Attorneys for Lynda Hascheff

Dated this 11th day of July, 2023.

/s/ Madelaine A. Shek

An Employee of Fennemore Craig, P.C.

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

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

PIERRE A HASCHEFF,
Plaintiff,
v.
LYNDA L. HASCHEFF,
Defendant.

CASE NO. DV13-00656
DEPT. NO. 12

NOTICE OF APPEAL

Notice is hereby given that Defendant LYNDA L. HASCHEFF hereby appeals to the Supreme Court of Nevada from the June 12, 2023, Order Awarding Attorney's Fees. Notice of Entry of Order was filed on June 12, 2023, and is attached hereto as **Exhibit 1**. Plaintiff Pierre Hascheff filed his Notice of Appeal of the attached Order on July 11, 2023.

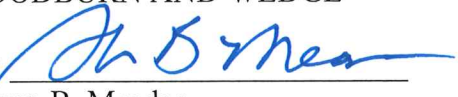
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Affirmation Pursuant to NRS 239B.030: The undersigned affirms that this document does not contain the Social Security number of any person.

DATED this 17 day of July, 2023

WOODBURN AND WEDGE
By: 
Shawn B. Meador
Attorney for Defendant
Lynda L. Hascheff

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 APPEAL**

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 X Second Judicial E flex


13 _____ Federal Express or other overnight delivery.

14 addressed as follows:

15
16 X John Springgate, Esq.

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

19 Dated this 17 day of July, 2023.

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22 Candace Kelley
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EXHIBIT LIST

Exhibit #	Description	No. of Pages
1	Notice of Entry of Order Awarding Attorney's Fees	17

EXHIBIT 1

EXHIBIT 1

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
13 IN THE FAMILY DIVISION
14
15 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
16
17 IN AND FOR THE COUNTY OF WASHOE
18

12 PIERRE A. HASCHEFF ,
13
14 Plaintiff,
15
16 v.
17
18 LYNDA L. HASCHEFF ,
19
20 Defendant .

CASE NO. DV13-00656
DEPT. NO. 12

21
22 **NOTICE OF ENTRY OF ORDER**

23 Please take Notice that the *Order Awarding Attorney's Fees* was entered on June 12,
24 2023, attached hereto as Exhibit 1.

25 DATED this 12th day of June, 2023.

26 WOODBURN AND WEDGE

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

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CERTIFICATE OF SERVICE

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

NOTICE OF ENTRY OF ORDER

on the party set forth below by:

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

_____ Personal delivery.

_____ Federal Express or other overnight delivery.

 X Second Judicial E-Flex

addressed as follows:

X John Springgate, Esq

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

Dated this 12th day of June, 2023.

/s/ Vanessa Martinez
Vanessa Martinez

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EXHIBIT LIST

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

EXHIBIT 1

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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 LYNDA HASCHEFF,

14 Defendant.
15 _____ /

Case No. DV13-00656

Dept. No. 12

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. 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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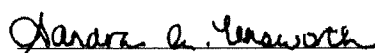
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Order

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

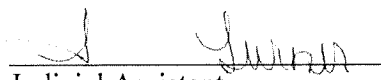
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the Second Judicial District Court in and for the County of Washoe, and that on June 12, 2023, I deposited in the county mailing system for postage and mailing with the United States Postal Service in Reno, Nevada, or via e-filing, a true copy of the foregoing document addressed as follows:

ELECTRONIC FILING:

SHAWN MEADOR, ESQ., for LYNDA HASCHEFF
JOHN SPRINGGATE, ESQ., for PIERRE HASCHEFF


Judicial Assistant