

Document Code: 1097

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Electronically Filed
Jan 19 2012 02:59 p.m.
Tracie K. Lindeman
Clerk of Supreme Court

**In the Second Judicial District Court of the State of Nevada
In and for the County of Washoe**

JOHN ILIESCU, JR.; SONNIA SANTEE ILIESCU;
John Iliescu, Jr. and Sonnia Santee Iliescu, as
trustees of the JOHN ILIESCU, JR. AND SONNIA
ILIESCU 1992 FAMILY TRUST,

Plaintiffs,

vs.

MARK B. STEPPAN,

Defendant.

Case No. CV07-00341

(Consolidated with Case No. CV07-01021)

Dept. No. 10

And Consolidated Action and Related Third-
party Claims.

Amended Notice of Appeal

Notice is hereby given that Mark B. Steppan ("Steppan"), defendant above named,
hereby appeals to the Supreme Court of the Nevada from the Stipulation and Order for Dismissal
Without Prejudice of All Claims by John Schleining Against Hale Lane Peek Dennison and
Howard, Holland & Hart, LLP, and R. Craig Howard entered in this action on January 5, 2012,
the Order Granting Third Party Defendant John Schleining's Motion to Dismiss entered in this
action on November 22, 2011, the Order Granting Defendants Iliescus' Motion to Dismiss
entered in this action on October 25, 2011, and the Order Granting Third-Party Defendant Hale

1 Lane's Motion for Summary Judgment Regarding Third-Party Claims by John Iliescu entered in
2 this action on September 1, 2011.

3 **Privacy Certification**

4 Undersigned hereby certifies that the foregoing document does not contain any social
5 security numbers.

6 January 12, 2012.

Hoy & Hoy, PC

8 /s/ Michael S. Kimmel

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15 Attorneys for: Mark B. Steppan
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Certificate of Service

Pursuant to NRCP 5(b), I hereby certify that I am an employee of Hoy & Hoy, PC, and that on the 12th day of January 2012, I electronically filed a true and correct copy of the foregoing document with the Clerk of the Court by using the ECF system, which served the following parties electronically:

DAVID R. GRUNDY

GREGORY F. WILSON

THOMAS J. HALL

DATED this 12th day of January, 2012.

/s/ Kelly Anderson
An employee of Hoy & Hoy

**SECOND JUDICIAL DISTRICT COURT
STATE OF NEVADA
COUNTY OF WASHOE**

Case History - CV07-00341

Case Description: JOHN ILIESCU ETAL VS. MARK STEPPAN (D10)

Case Number: CV07-00341 Case Type: LIENS - Initially Filed On: 2/14/2007

Parties

<u>Party Type & Name</u>	<u>Party Status</u>
JUDG - BRENT ADAMS - D6	Party ended on: 8/10/2011 12:00:00AM
JUDG - JANET J. BERRY - D1	Party ended on: 8/18/2011 12:00:00AM
JUDG - STEVEN P. ELLIOTT - D10	Active
DATY - Stephen R. Harris, Esq. - 1463	Active
DATY - Judith A. Otto, Esq. - 3326	Active
3DEF - KAREN D. DENNISON - @3257	Active
3DEF - HALE LANE PEEK DENNISON HOWARD - @56874	Active
3DEF - HOLLAND & HART, LLP - @1158588	Active
3DEF - CONSOLIDATED PACIFIC DEVELOPMENT INC. (NV CORP.) - @139819	Active
3DEF - JERRY M. SNYDER - @612312	Active
3DEF - JOHN SCHLEINING - @1135932	Active
3DEF - DECAL OREGON INC. - @1135933	Active
3DEF - R. CRAIG HOWARD - @313806	Active
APPL - JOHN ILIESCU, JR. - @8244	Active
APPL - SONNIA ILIESCU - @77375	Active
ATTY - Stephen C. Mollath, Esq. - 922	Active
ATTY - Gregory Francis Wilson, Esq. - 2517	Active
ATTY - Sallie B. Armstrong, Esq. - 1243	Party ended on: 8/29/2011 12:00:00AM
ATTY - Michael D. Hoy, Esq. - 2723	Active
ATTY - Jerry M. Snyder, Esq. - 6830	Party ended on: 8/3/2007 12:00:00AM
ATTY - Thomas J. Hall, Esq. - 675	Active
ATTY - David R. Grundy, Esq. - 864	Active
ATTY - Gayle A. Kern, Esq. - 1620	Party ended on: 6/23/2011 12:00:00AM
ATTY - Matthew F. Quint, Esq. - 10962	Active
RESP - MARK B. STEPPAN - @1117886	Active
TRSE - TRUSTEE OF THE JOHN ILIESCU, JR. & SONNIA ILLIESCU - @132341	Active

Disposed Hearings

-
- 1 Department: D6 -- Event: MOTION ... -- Scheduled Date & Time: 3/16/2007 at 13:30:00
Extra Event Text: FOR RELEASE OF MECHANIC'S LIEN
Event Disposition: D844 - 3/8/2007
 - 2 Department: D6 -- Event: MOTION ... -- Scheduled Date & Time: 4/17/2007 at 09:00:00
Extra Event Text: FOR RELEASE OF MECHANIC'S LIEN
Event Disposition: D844 - 4/12/2007
 - 3 Department: D6 -- Event: MOTION ... -- Scheduled Date & Time: 5/3/2007 at 13:30:00
Extra Event Text: FOR RELEASE OF MECHANIC'S LIEN
Event Disposition: D355 - 5/3/2007

Report Does Not Contain Sealed Cases or Confidential Information

- 4 Department: D6 -- Event: PRE-TRIAL CONFERENCE -- Scheduled Date & Time: 2/22/2008 at 13:30:00
Extra Event Text: STEVEN MOLLATH, ESQ. 786-3011
Event Disposition: D475 - 2/22/2008

- 5 Department: D6 -- Event: Request for Submission -- Scheduled Date & Time: 2/26/2008 at 10:35:00
Extra Event Text: MOTION TO ENLARGE THE TIME FOR SERVICE
Event Disposition: S200 - 2/29/2008

- 6 Department: D6 -- Event: Request for Submission -- Scheduled Date & Time: 3/25/2008 at 16:10:00
Extra Event Text: EX PARTE MOTIO TO ENLARGE TIME FOR SERVICE EX PARTE MOTIO TO SERVE BY PUBLICATION AND DECLARATION OF SALLIE B. AR
Event Disposition: S200 - 3/27/2008

- 7 Department: D6 -- Event: Request for Submission -- Scheduled Date & Time: 5/27/2009 at 10:25:00
Extra Event Text: APPLICANTS/DEFENDANTS MOTION FOR PARTIAL SUMMARY JUDGMENT
Event Disposition: S200 - 6/22/2009

- 8 Department: D6 -- Event: Request for Submission -- Scheduled Date & Time: 5/28/2009 at 11:40:00
Extra Event Text: DEFT'S MOTIONFOR PARTIAL SUMMARY JUDGMENT ON MARK B STEPPAN'S CLAIM FOR FORECLOSURE OF MECHANICS LIEN AND OT
Event Disposition: S200 - 6/22/2009

- 9 Department: D6 -- Event: SETTLEMENT CONFERENCE -- Scheduled Date & Time: 1/14/2010 at 09:00:00
Extra Event Text: P - STEPHEN MOLLATH - 786-3011
Event Disposition: D870 - 12/10/2009

- 10 Department: D6 -- Event: Request for Submission -- Scheduled Date & Time: 3/9/2010 at 16:25:00
Extra Event Text: MOTION TO WITHDRAW AS ATTORNEY OF RECORD
Event Disposition: S200 - 3/18/2010

- 11 Department: D6 -- Event: SETTLEMENT CONFERENCE -- Scheduled Date & Time: 3/18/2010 at 09:00:00
Extra Event Text: P - STEPHEN MOLLATH - 786-3011
Event Disposition: D480 - 3/31/2010

- 12 Department: D6 -- Event: Request for Submission -- Scheduled Date & Time: 1/28/2011 at 14:35:00
Extra Event Text: MOTION TO ADJUDICATE ATTORNEY'S LIEN (NO PAPER ORDER PROVIDED)
Event Disposition: S200 - 3/29/2011

- 13 Department: D6 -- Event: Request for Submission -- Scheduled Date & Time: 1/28/2011 at 08:59:00
Extra Event Text: MOTION AND APPLICATION TO WITHDRAW (NO PAPER ORDER PROVIDED)
Event Disposition: S200 - 3/28/2011

- 14 Department: D6 -- Event: Request for Submission -- Scheduled Date & Time: 5/26/2011 at 15:02:00
Extra Event Text: REQUEST FOR SETTLEMENT CONFERENCE
Event Disposition: S200 - 6/21/2011

- 15 Department: D6 -- Event: CONFERENCE CALL -- Scheduled Date & Time: 7/15/2011 at 11:30:00
Extra Event Text: STEVE MOLLATH
Event Disposition: D475 - 7/15/2011

- 16 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 8/29/2011 at 10:50:00
Extra Event Text: THIRD PARTY DEFENDANTS' MOTION FOR SUMMARY JUDGMENT (NO PAPER ORDER PROVIDED)
Event Disposition: S200 - 9/1/2011

- 17 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 9/22/2011 at 13:15:00
Extra Event Text: MOTION TO DISMISS
Event Disposition: S200 - 10/25/2011

- 18 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 9/22/2011 at 13:15:00
Extra Event Text: MOTION TO AMEND THIRD PARTY COMPLAINT AGAINST DEFT HALE LANE
Event Disposition: S200 - 10/19/2011
- 19 Department: D6 -- Event: TRIAL - NON JURY -- Scheduled Date & Time: 10/3/2011 at 09:00:00
Extra Event Text: NO 1, BENCH, 10 DAYS
Event Disposition: D845 - 8/10/2011
- 20 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 10/6/2011 at 16:20:00
Extra Event Text: MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION -
Event Disposition: S200 - 10/19/2011
- 21 Department: D10 -- Event: STATUS CONFERENCE -- Scheduled Date & Time: 10/13/2011 at 11:15:00
Extra Event Text: TRIAL SET FOR 11/14/11
Event Disposition: D845 - 10/13/2011
- 22 Department: D10 -- Event: TRIAL - JURY -- Scheduled Date & Time: 11/14/2011 at 08:30:00
Extra Event Text: 5-DAY JURY TRIAL (#2 SET)
Event Disposition: D845 - 10/5/2011
- 23 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 11/16/2011 at 16:55:00
Extra Event Text: MOTION
Event Disposition: S200 - 11/22/2011
- 24 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 12/2/2011 at 15:25:00
Extra Event Text: MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION
Event Disposition: S200 - 12/21/2011
- 25 Department: D10 -- Event: PRE-TRIAL CONFERENCE -- Scheduled Date & Time: 12/15/2011 at 13:30:00
Extra Event Text: 4-DAY NON-JURY TRIAL SET FOR 2/21/12
Event Disposition: D845 - 12/15/2011

Actions

- | | <u>Filing Date</u> | <u>-</u> | <u>Docket Code & Description</u> |
|---|--------------------|----------|--|
| 1 | 2/14/2007 | - | \$3850 - \$Request for Release of Lien
<i>No additional text exists for this entry.</i> |
| 2 | 2/14/2007 | - | 1030 - Affidavit in Support...
Additional Text: DECLARATION OF JOHN ILIESCU IN SUPPORT OF APPLICATION FOR RELEASE MECHANIC'S LIEN |
| 3 | 2/14/2007 | - | COV - **Civil Cover Sheet
<i>No additional text exists for this entry.</i> |
| 4 | 2/14/2007 | - | PAYRC - **Payment Receipted
Additional Text: A Payment of -\$95.00 was made on receipt DCDC174766. |
| 5 | 3/6/2007 | - | 1040 - Affidavit of Mailing
<i>No additional text exists for this entry.</i> |
| 6 | 3/9/2007 | - | 1250 - Application for Setting
Additional Text: APPLICATION FOR RELEASE OF MECHANIC'S LIEN
4/1/7/07 AT 9:00 AM |
| 7 | 4/17/2007 | - | 1250 - Application for Setting
Additional Text: APPLICATION FOR RELEASE OF MECHANIC'S LIEN
5/3/07 AT 1:30 P.M. |

- 8 5/3/2007 - 3880 - Response...
Additional Text: RESPONSE TO APPLICATION FOR RELEASE OF MECHANIC'S LIEN
- 9 5/4/2007 - 3370 - Order ...
Additional Text: after 5/3/07 hearing
- 10 5/11/2007 - 2540 - Notice of Entry of Ord
No additional text exists for this entry.
- 11 6/29/2007 - 4185 - Transcript ...
Additional Text: MOTION FOR RELEASE OF MECHANIC'S LIEN - MAY 3, 2007
- 12 7/30/2007 - 3880 - Response...
Additional Text: SUPPLEMENTAL RESPONSE TO APPLICATION FOR RELEASE OF MECHANIC'S LIEN
- 13 7/30/2007 - 2605 - Notice to Set
No additional text exists for this entry.
- 14 8/3/2007 - 4075 - Substitution of Counsel
Additional Text: SALLIE B. ARMSTRONGHALE LANE PEEK DENISON AND HOWARD FOR APPLICANTS IN PLACE OF HALE LANE PEEK DENISON AND HOWARD
- 15 8/6/2007 - 1120 - Amended ...
Additional Text: NOTICE TO SET
- 16 8/7/2007 - 1040 - Affidavit of Mailing
No additional text exists for this entry.
- 17 8/13/2007 - 2610 - Notice ...
Additional Text: OF ASSOCIATION OF COUNSEL
STEPHEN C. MOLLATH, OF PREZANT & MOLLATH ASSOCIATED WITH DOWNEY BRAND LLP FOR PLAINTIFFS
- 18 9/6/2007 - 3015 - Ord Granting Consolidation
Additional Text: STIPULATION TO CONSOLIDATE PROCEEDINGS; ORDER APPROVING STIPULATION
- 19 9/24/2007 - 4050 - Stipulation ...
Additional Text: STIPULATION TO CONSOLIDATE PROCEEDINGS; ORDER APPROVING STIPULATION
- 20 9/27/2007 - 1130 - Answer ...
Additional Text: ANSWER AND THIRD PARTY COMPLAINT (ILIESCU DEFENDANTS)
- 21 9/27/2007 - 4090 - ** Summons Issued
Additional Text: (7)
- 22 10/24/2007 - A120 - Exemption from Arbitration
Additional Text: FORECLOSE MECANICS LIEN
- 23 11/6/2007 - 3696 - Pre-Trial Order
No additional text exists for this entry.
- 24 11/15/2007 - 2605 - Notice to Set
No additional text exists for this entry.
- 25 11/15/2007 - 2605 - Notice to Set
Additional Text: NOTICE TO SET MANDATORY PRETRIAL CONFERENCE

- 26 12/5/2007 - 1250 - Application for Setting
Additional Text: STEPHEN MOLLATH, ESQ. 786-3011
GAYLE KERN, ESQ. - 324-5930
- 27 12/6/2007 - 1040 - Affidavit of Mailing
No additional text exists for this entry.
- 28 12/6/2007 - 4085 - Summons Filed
Additional Text: THIRD PARTY SUMMONS - CONSOLIDATED PACIFIC DEVELOPMENT INC.
DUSTIN E. GRATE 11-27-07
- 29 12/10/2007 - 1005 - Acceptance of Service
Additional Text: ACCEPTANCE OF SERVICE OF THIRD PARTY SUMMONS AND COMPLAINT
- 30 12/18/2007 - \$1560 - \$Def 1st Appearance - CV
Additional Text: JOHN SHLEINING
- 31 12/18/2007 - \$DEFT - \$Addl Def/Answer - Prty/Appear
Additional Text: DECAL OREGON
- 32 12/18/2007 - 2520 - Notice of Appearance
No additional text exists for this entry.
- 33 12/18/2007 - PAYRC - **Payment Receipted
Additional Text: A Payment of -\$124.00 was made on receipt DCDC190628.
- 34 1/24/2008 - 1520 - Declaration
Additional Text: DECALARTION OF SALLIE B. ARMSTRONG IN SUPPORT OF MOTION TO ENLARGE TIME FOR SERVICE
- 35 1/24/2008 - 2490 - Motion ...
Additional Text: MOTION TO ENLARGE THE TIME FOR SERVICE
- 36 1/29/2008 - 1005 - Acceptance of Service
No additional text exists for this entry.
- 37 2/12/2008 - 2529 - Notice of Early Case Conferenc
No additional text exists for this entry.
- 38 2/12/2008 - 2610 - Notice ...
Additional Text: NOTICE OF PRETRIAL CONFERENCE
- 39 2/20/2008 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF EARLY CASE CONFERENCE
- 40 2/22/2008 - \$1560 - \$Def 1st Appearance - CV
Additional Text: CONSOLIDATED PACIFIC DEVELOPMENT
- 41 2/22/2008 - 1140 - Answer to Amended Complaint
Additional Text: CONSOLIDATED PACIFIC DEVELOPMENT
- 42 2/22/2008 - PAYRC - **Payment Receipted
Additional Text: A Payment of -\$94.00 was made on receipt DCDC194226.
- 43 2/25/2008 - 3860 - Request for Submission

Additional Text: DOCUMENT TITLE: MOTION TO ENLARGE THE TIME FOR SERVICE
PARTY SUBMITTING: SALLIE B ARMSTRONG, ESQ
DATE SUBMITTED: 02/26/08
SUBMITTED BY: DJ
DATE RECEIVED JUDGE OFFICE:

44 2/26/2008 - 1040 - Affidavit of Mailing

No additional text exists for this entry.

45 2/29/2008 - 3370 - Order ...

Additional Text: GRANTING MOTION TO ENLARGE TIME FOR SERVICE

46 2/29/2008 - S200 - Request for Submission Complet

Additional Text: order

47 3/6/2008 - 4250 - Verification of ...

Additional Text: VERIFICATION TO ANSWER

48 3/7/2008 - 4050 - Stipulation ...

Additional Text: STIPULATION TO STAY PROCEEDINGS AGAINST DEFT HALE LANE AND TO DISMISS CLAIMS AGAINST DEFTS DENNISON HOWARD AND SNYDER WITHOUT PREJUDICE - Transaction 154047 - Approved By: ASMITH : 03-07-2008:09:49:51

49 3/25/2008 - 1520 - Declaration

Additional Text: DECLARATION OF SALLIE B. ARMSTRONG IN SUPPORT OF EX-PARTE MOTION TO ENLARGE TIME FOR SERVICE AND EX PARTE MOTION TO SERVE BY PUBLICATION

50 3/25/2008 - 1670 - Ex-Parte Mtn...

Additional Text: APPLICANTS / THIRD PARTY PLAINTIFF'S EX PARTE MOTION TO ENLARGE TIME FOR SERVICE AND EX PARTE MOTION TO SERVE BY PUBLICATION

51 3/25/2008 - 3860 - Request for Submission

Additional Text: DOCUMENT TITLE: EX PARTE MOTION TO ENLARGE TIME FOR SERVICE EX PARTE MOTION TO SERVE BY PUBLICATION AND DECLARATION OF SALLIE B. ARMSTRONG IN SUPPORT
PARTY SUBMITTING: SALLIE ARMSTRONG
DATE SUBMITTED: 3/25/08
SUBMITTED BY: JA
DATE RECEIVED JUDGE OFFICE:

52 3/27/2008 - S200 - Request for Submission Complet

Additional Text: order

53 3/27/2008 - 3370 - Order ...

Additional Text: granting Iliescu's motion to allow service by publication

54 4/4/2008 - 2540 - Notice of Entry of Ord

No additional text exists for this entry.

55 4/16/2008 - 4185 - Transcript ...

Additional Text: PRE-TRIAL CONFERENCE 2/22/2008

56 4/17/2008 - 2490 - Motion ...

Additional Text: APPLICANTS/DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT ON MARK B. STEPPAN'S CLAIM FOR FORECLOSURE ON MECHANIC'S LIEN

57 4/30/2008 - 1067 - Affidavit of Service

No additional text exists for this entry.

58 5/13/2008 - 3715 - Proof of Publication

No additional text exists for this entry.

59 5/20/2008 - 3715 - Proof of Publication

Additional Text: PUBLISHED IN THE OREGONIAN ON 04/23/08, 04/30/08, 05/07/08 & 05/14/08

- 60 5/20/2008 - 1067 - Affidavit of Service
Additional Text: CALVIN BATY JR WAS SERVED AT TWO ADDRESSES 04/15/08 BY CERTIFIED MAIL
- 61 7/29/2008 - 2582 - Notice of Taking Deposition
Additional Text: NOTICE OF TAKING DEPOSITION OF RICHARD K. "DICK" JOHNSON - Transaction 301581 - Approved By: TPRINCE : 07-29-2008:14:03:40
- 62 8/7/2008 - 4055 - Subpoena
Additional Text: SUBPOEN AND SUBPOENA DUCES TECUM - Transaction 314227 - Approved By: TPRINCE : 08-07-2008:11:06:58
- 63 8/19/2008 - 2610 - Notice ...
Additional Text: NOTICE OF TAKING DEPOSITION
- 64 10/8/2008 - 2582 - Notice of Taking Deposition
No additional text exists for this entry.
- 65 10/17/2008 - 4065 - Subpoena Duces Tecum
No additional text exists for this entry.
- 66 10/17/2008 - 4055 - Subpoena
No additional text exists for this entry.
- 67 2/3/2009 - 2645 - Opposition to Mtn ...
Additional Text: MARK B. STEPPAN'S OPPOSITION TO MOTION FOR PARTIAL SUMMARY JUDGMENT AND CROSS-MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 579452 - Approved By: MPURDY : 02-03-2009:17:36:17
- 68 3/31/2009 - 3795 - Reply...
Additional Text: PLAINTIFF'S REPLY IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT AND OPPOSITION TO DEFENDANT'S CROSS-MOTION FOR PARTIAL SUMMARY JUDGMENT
- 69 5/22/2009 - 3790 - Reply to/in Opposition
Additional Text: MARK B STEPPAN'S REPLY TO OPPOSITION TO CROSS-MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 789096 - Approved By: ASMITH : 05-22-2009:14:26:05
- 70 5/27/2009 - 3860 - Request for Submission
Additional Text: DOCUMENT TITLE: APPLICANTS/DEFENDANTS MOTION FOR PARTIAL SUMMARY JUDGMENT
PARTY SUBMITTING: STEPHEN MOLLATH, ESQ
DATE SUBMITTED: 05/27/09
SUBMITTED BY: JN
DATE RECEIVED JUDGE OFFICE:
- 71 5/28/2009 - 3860 - Request for Submission
Additional Text: DEFT'S MOTIONFOR PARTIAL SUMMARY JUDGMENT ON MARK B STEPPAN'S CLAIM FOR FORECLOSURE OF MECHANICS LIEN AND OTHER RELATED MOTIONS - Transaction 797949 - Approved By: ASMITH : 05-28-2009:11:28:42
DOCUMENT TITLE: DEFT'S MOTIONFOR PARTIAL SUMMARY JUDGMENT ON MARK B STEPPAN'S CLAIM FOR FORECLOSURE OF MECHANICS LIEN AND OTHER RELATED MOTIONS
PARTY SUBMITTING: GAYLE KERN, ESQ
DATE SUBMITTED: 05/28/09
SUBMITTED BY: JN
DATE RECEIVED JUDGE OFFICE:
- 72 6/22/2009 - S200 - Request for Submission Complet
Additional Text: order
- 73 6/22/2009 - S200 - Request for Submission Complet
Additional Text: order
- 74 6/22/2009 - 3370 - Order ...
Additional Text: DENYING MTN FOR PARTIAL SUMMARY JUDGMENT & GRANTING CROSS MOTION FOR SUMMARY JUDGMENT - Transaction 850528 - Approved By: NOREVIEW : 06-22-2009:11:17:15
- 75 7/1/2009 - 3870 - Request
Additional Text: ILIESCU'S REQUEST FOR STATUS CONFERENCE

76 7/20/2009 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 908862 - Approved By: ASMITH : 07-20-2009:15:01:50

77 7/24/2009 - 2605 - Notice to Set
Additional Text: 08-06-09 @ 9:30 - Transaction 923383 - Approved By: AZION : 07-24-2009:15:46:21

78 8/6/2009 - 1250 - Application for Setting
Additional Text: sett conf - 1/14/2010

79 9/2/2009 - \$1131 - \$Answer - Business Court
Additional Text: JOHN SCHLEINING

80 9/2/2009 - \$4180 - \$Third Party Complaint
Additional Text: JOHN SCHLEINING

81 9/2/2009 - 1165 - Answer Third Party Complaint
Additional Text: JOHN SCHLEINING'S ANSWER TO THIRD-PARTY COMPLAINT, CROSS-CLAIM AND THIRD-PARTY COMPLAINT
JOHN SCHLEINING

82 9/2/2009 - PAYRC - **Payment Receipted
Additional Text: A Payment of -\$1,588.00 was made on receipt DCDC247123.

83 9/2/2009 - 4090 - ** Summons Issued
Additional Text: ISSUED FOR SERVICE OF THIRD PARTY COMPLAINT

84 9/14/2009 - 1005 - Acceptance of Service
Additional Text: ACCEPTANCE OF SERVICE OF SUMMONS ON THIRD-PARTY COMPLAINT - R. CRAIG HOWARD obo HOLLAND & HART, LLP - 09/14/09 - Transaction 1039146 - Approved By: MPURDY : 09-14-2009:15:37:56

85 10/7/2009 - \$DEFT - \$Addl Def/Answer - Prty/Appear
Additional Text: JERRY M. SNYDER

86 10/7/2009 - \$DEFT - \$Addl Def/Answer - Prty/Appear
Additional Text: R.CRAIG HOWARD

87 10/7/2009 - \$DEFT - \$Addl Def/Answer - Prty/Appear
Additional Text: KAREN D. DENNISON

88 10/7/2009 - \$1560 - \$Def 1st Appearance - CV
Additional Text: HALE LANE PEEK DENNISON & HOWARD

89 10/7/2009 - 1165 - Answer Third Party Complaint
Additional Text: HALE LANE PEEK DENNISON & HOWARD, KAREN D. DENNISON, R. CRAIG HOWARD & JERRY M. SNYDER

90 10/7/2009 - 1155 - Answer to Cross Claim
Additional Text: CROSS-DEFT HALE LANE PEEK DENNISON & HOWARD & R. CRAIG HOWARD

91 10/7/2009 - 1165 - Answer Third Party Complaint
Additional Text: ANSWER OF HOLLAND & HART LLP TO THIRD-PARTY COMPLAINT OF JOHN SCHLEINING

92 10/7/2009 - \$1560 - \$Def 1st Appearance - CV
Additional Text: HOLLAND & HART LLP

93 10/9/2009 - PAYRC - **Payment Receipted
Additional Text: A Payment of -\$516.00 was made on receipt DCDC250844.

- 94 12/10/2009 - 3980 - Stip and Order...
Additional Text: TO CONTINUE SETTLEMENT CONFERENCE - Transaction 1201831 - Approved By: NOREVIEW : 12-10-2009:16:33:07
- 95 12/10/2009 - NEF - Proof of Electronic Service
Additional Text: Transaction 1201833 - Approved By: NOREVIEW : 12-10-2009:16:33:56
- 96 1/20/2010 - 2582 - Notice of Taking Deposition
No additional text exists for this entry.
- 97 1/20/2010 - 2582 - Notice of Taking Deposition
No additional text exists for this entry.
- 98 1/20/2010 - 2582 - Notice of Taking Deposition
No additional text exists for this entry.
- 99 1/20/2010 - 2582 - Notice of Taking Deposition
No additional text exists for this entry.
- 100 1/20/2010 - 2582 - Notice of Taking Deposition
No additional text exists for this entry.
- 101 2/12/2010 - 2490 - Motion ...
Additional Text: MOTION TO WITHDRAW AS ATTORNEY OF RECORD
- 102 3/9/2010 - 3860 - Request for Submission
Additional Text: DOCUMENT TITLE: MOTION TO WITHDRAW AS ATTORNEY OF RECORD
PARTY SUBMITTING: JUDITH A. OTTO, ESQ.
DATE SUBMITTED: 03/09/10
SUBMITTED BY: JYOST
DATE RECEIVED JUDGE OFFICE:
- 103 3/18/2010 - S200 - Request for Submission Complet
Additional Text: ORDER
- 104 3/18/2010 - 3060 - Ord Granting Mtn ...
Additional Text: TO WITHDRAW - JUDITH OTTO - Transaction 1383487 - Approved By: NOREVIEW : 03-18-2010:14:44:16
- 105 3/18/2010 - NEF - Proof of Electronic Service
Additional Text: Transaction 1383555 - Approved By: NOREVIEW : 03-18-2010:14:53:09
- 106 5/14/2010 - 2570 - Notice of Lien
Additional Text: NOTICE OF ATTORNEY'S LIEN
- 107 5/14/2010 - 2490 - Motion ...
Additional Text: VERIFIED MOTION AND APPLICATION TO WITHDRAW
- 108 8/12/2010 - 2605 - Notice to Set
Additional Text: NOTICE TO SET TRIAL - Transaction 1656111 - Approved By: APOMA : 08-13-2010:08:39:19
- 109 8/13/2010 - NEF - Proof of Electronic Service
Additional Text: Transaction 1656421 - Approved By: NOREVIEW : 08-13-2010:08:40:42
- 110 8/31/2010 - 1250 - Application for Setting
Additional Text: TRIAL - 10/3/11

- 111 11/18/2010 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF ATTORNEY'S LIEN
- 112 1/4/2011 - 1670 - Ex-Parte Mtn...
Additional Text: EX PARTE MOTION TO FILE EXHIBIT UNDER SEAL (IN CAMERA)
- 113 1/7/2011 - 1675 - Ex-Parte Ord...
Additional Text: ALLOWING EXHIBIT TO BE FILED UNDER SEAL - Transaction 1952190 - Approved By: NOREVIEW : 01-07-2011:11:31:27
- 114 1/7/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 1952199 - Approved By: NOREVIEW : 01-07-2011:11:34:09
- 115 1/11/2011 - 2015 - Mtn for Attorney's Lien
No additional text exists for this entry.
- 116 1/27/2011 - 3860 - Request for Submission
Additional Text: DOCUMENT TITLE: MOTION AND APPLICATION TO WITHDRAW (NO PAPER ORDER PROVIDED)
PARTY SUBMITTING: STEPHEN C. MOLLATH, ESQ.
DATE SUBMITTED: 1/27/11
SUBMITTED BY: MCHOLICO
DATE RECEIVED JUDGE OFFICE:
- 117 1/28/2011 - 3860 - Request for Submission
Additional Text: DOCUMENT TITLE: MOTION TO ADJUDICATE ATTORNEY'S LIEN (NO PAPER ORDER PROVIDED)
PARTY SUBMITTING: STEPHEN MOLLATH
DATE SUBMITTED: 1/28/11
SUBMITTED BY: YLLOYD
DATE RECEIVED JUDGE OFFICE:
- 118 1/28/2011 - 3720 - Proof of Service
No additional text exists for this entry.
- 119 1/28/2011 - 3720 - Proof of Service
No additional text exists for this entry.
- 120 3/28/2011 - S200 - Request for Submission Complet
Additional Text: ORDER
- 121 3/28/2011 - 3060 - Ord Granting Mtn ...
Additional Text: TO WITHDRAW - STEPHEN C. MOLLATH, ESQ. - Transaction 2119226 - Approved By: NOREVIEW : 03-28-2011:11:32:21
- 122 3/28/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2119279 - Approved By: NOREVIEW : 03-28-2011:11:40:08
- 123 3/29/2011 - S200 - Request for Submission Complet
Additional Text: ORDER
- 124 3/29/2011 - 1880 - Judgment
Additional Text: JOHN ILIESCU, JR. & SONIA ILIESCU - Transaction 2124933 - Approved By: NOREVIEW : 03-29-2011:16:31:49
- 125 3/29/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2124949 - Approved By: NOREVIEW : 03-29-2011:16:34:11
- 126 3/30/2011 - \$2200 - \$Mtn for Summary Judgment
No additional text exists for this entry.
- 127 3/30/2011 - PAYRC - **Payment Receipted
Additional Text: A Payment of -\$200.00 was made on receipt DCDC308618.

- 128 4/4/2011 - 2535 - Notice of Entry of Judgment
No additional text exists for this entry.
- 129 4/4/2011 - 2540 - Notice of Entry of Ord
No additional text exists for this entry.
- 130 5/20/2011 - 1610 - Disclosure of Expert Witness
Additional Text: MARK B. STEPPAN'S DISCLOSURE OF EXPERT WITNESS - Transaction 2239105 - Approved By: MCHOLICO : 05-20-2011:11:23:41
- 131 5/20/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2239172 - Approved By: NOREVIEW : 05-20-2011:11:30:59
- 132 5/26/2011 - 3860 - Request for Submission
Additional Text: DOCUMENT TITLE: REQUEST FOR SETTLEMENT CONFERENCE
PARTY SUBMITTING: JOHN ILIESCU, JR.
DATE SUBMITTED: 05/26/2011
SUBMITTED BY: MRYTTING
DATE RECEIVED JUDGE OFFICE:
- 133 5/26/2011 - 3870 - Request
Additional Text: FOR SETTLEMENT CONFERENCE
- 134 6/21/2011 - S200 - Request for Submission Complet
Additional Text: order
- 135 6/21/2011 - 3105 - Ord Granting ...
Additional Text: REQUEST FOR SETTLEMENT CONFERENCE - Transaction 2299680 - Approved By: NOREVIEW : 06-21-2011:10:04:43
- 136 6/21/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2299686 - Approved By: NOREVIEW : 06-21-2011:10:06:17
- 137 6/23/2011 - 4075 - Substitution of Counsel
Additional Text: MICHAEL D. HOY, ESQ. / MARK B. STEPPAN - Transaction 2307502 - Approved By: MCHOLICO : 06-23-2011:16:45:12
- 138 6/23/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2307553 - Approved By: NOREVIEW : 06-23-2011:16:48:06
- 139 6/24/2011 - 2645 - Opposition to Mtn ...
Additional Text: LIMITED OPPOSITION TO THIRD-PARTY DEFT HALE LANE'S MOTION FOR SUMMARY JUDGMENT REGARDING THIRD PARTY CLAIMS BY JOHN LLIESCU - Transaction 2308736 - Approved By: ASMITH : 06-24-2011:11:44:54
- 140 6/24/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2308772 - Approved By: NOREVIEW : 06-24-2011:11:46:18
- 141 6/24/2011 - 1360 - Certificate of Service
Additional Text: Transaction 2309833 - Approved By: AZION : 06-24-2011:16:27:21
- 142 6/24/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2309882 - Approved By: NOREVIEW : 06-24-2011:16:29:59
- 143 7/13/2011 - 3935 - Settlement Conference Statemnt
Additional Text: SUPPLEMENTAL SETTLEMENT CONFERENCE STATEMENT - Transaction 2342866 - Approved By: SSTINCHF : 07-13-2011:13:20:34
- 144 7/13/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2342910 - Approved By: NOREVIEW : 07-13-2011:13:23:43

- 145 7/15/2011 - 2520 - Notice of Appearance
Additional Text: THOMAS HALL ESQ - JOHN ILIESCU, JR, SONNIA SANTEE ILIESCU, JOHN ILIESCU JR, JOHN ILIESCU JR AND SONNIA ILIESCU 1992 FAMILY TRUST - Transaction 2349478 - Approved By: AZION : 07-15-2011:15:05:04
- 146 7/15/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2349520 - Approved By: NOREVIEW : 07-15-2011:15:06:43
- 147 7/18/2011 - 4185 - Transcript ...
Additional Text: Transaction 2351371 - Approved By: NOREVIEW : 07-18-2011:11:27:44
- 148 7/18/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2351381 - Approved By: NOREVIEW : 07-18-2011:11:29:21
- 149 7/22/2011 - 4105 - Supplemental ...
Additional Text: SUPPLEMENT TO THIRD PARTY DEFENDANT HALE LANE'S MOTION FOR SUMMARY JUDGMENT REGARDING THIRD-PARTY CLAIMS BY JOHN ILIESCU - Transaction 2363192 - Approved By: MCHOLICO : 07-22-2011:14:45:45
- 150 7/22/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2363209 - Approved By: NOREVIEW : 07-22-2011:14:48:07
- 151 7/26/2011 - 3910 - Satisfaction of Judgment
No additional text exists for this entry.
- 152 8/1/2011 - 2610 - Notice ...
Additional Text: NOTICE OF VACATING OF RECORDS DEPOSITION - Transaction 2380875 - Approved By: MCHOLICO : 08-01-2011:16:38:30
- 153 8/1/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2380912 - Approved By: NOREVIEW : 08-01-2011:16:41:22
- 154 8/9/2011 - 2280 - Mtn to Continue
Additional Text: MOTION FOR CONTINUANCE - Transaction 2397461 - Approved By: AZION : 08-09-2011:16:15:40
- 155 8/9/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2397498 - Approved By: NOREVIEW : 08-09-2011:16:18:04
- 156 8/10/2011 - 3085 - Ord Granting Recusal
Additional Text: OF RECUSAL AND FOR RANDOM REASSIGNMENT - Transaction 2399127 - Approved By: NOREVIEW : 08-10-2011:10:44:01
- 157 8/10/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2399162 - Approved By: NOREVIEW : 08-10-2011:10:47:19
- 158 8/10/2011 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 2400089 - Approved By: NOREVIEW : 08-10-2011:14:12:57
- 159 8/10/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2400102 - Approved By: NOREVIEW : 08-10-2011:14:15:16
- 160 8/15/2011 - 1325 - ** Case Reopened
No additional text exists for this entry.
- 161 8/15/2011 - 1312 - Case Assignment Notification
Additional Text: Transaction 2407894 - Approved By: NOREVIEW : 08-15-2011:13:29:18
- 162 8/15/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2407896 - Approved By: NOREVIEW : 08-15-2011:13:30:31

- 163 8/16/2011 - \$2200 - \$Mtn for Summary Judgment
No additional text exists for this entry.
- 164 8/16/2011 - 2200 - Mtn for Summary Judgment
Additional Text: DEFENDANT HALE LANE'S MOTION FOR SUMMARY JUDGMENT REGARDING CROSS-CLAIMS AND THIRD-PARTY CLAIMS BY JOHN SCHLEINING
- 165 8/16/2011 - PAYRC - **Payment Receipted
Additional Text: A Payment of -\$200.00 was made on receipt DCDC325429.
- 166 8/16/2011 - 1360 - Certificate of Service
Additional Text: Transaction 2411579 - Approved By: AZION : 08-16-2011:16:18:01
- 167 8/16/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2411725 - Approved By: NOREVIEW : 08-16-2011:16:24:42
- 168 8/17/2011 - 3370 - Order ...
Additional Text: OF RECUSAL - Transaction 2414837 - Approved By: NOREVIEW : 08-17-2011:16:13:16
- 169 8/17/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2414871 - Approved By: NOREVIEW : 08-17-2011:16:17:59
- 170 8/18/2011 - 1312 - Case Assignment Notification
Additional Text: Transaction 2416312 - Approved By: NOREVIEW : 08-18-2011:11:09:58
- 171 8/18/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2416318 - Approved By: NOREVIEW : 08-18-2011:11:11:14
- 172 8/18/2011 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION AND RESPONSE TO THIRD PARTY DEFT HALE LANE'S MOTION FOR SUMMARY JUDGMENT RE:THIRD PARTY CLAIMS BY JOHN ILIESCU - Transaction 2417195 - Approved By: AZION : 08-18-2011:14:56:57
- 173 8/18/2011 - 2490 - Motion ...
Additional Text: MOTION TO AMEND THIRD PARTY COMPLAINT AGAINST DEFT HALE LANE - Transaction 2417216 - Approved By: AZION : 08-18-2011:15:05:00
- 174 8/18/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2417219 - Approved By: NOREVIEW : 08-18-2011:15:00:07
- 175 8/18/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2417237 - Approved By: NOREVIEW : 08-18-2011:15:06:30
- 176 8/23/2011 - 2605 - Notice to Set
Additional Text: Transaction 2423873 - Approved By: MCHOLICO : 08-23-2011:09:27:06
- 177 8/23/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2423922 - Approved By: NOREVIEW : 08-23-2011:09:29:38
- 178 8/24/2011 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO MOTION FOR CONTINUANCE - Transaction 2427873 - Approved By: MCHOLICO : 08-24-2011:11:32:38
- 179 8/24/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2427911 - Approved By: NOREVIEW : 08-24-2011:11:34:26
- 180 8/29/2011 - 3795 - Reply...
Additional Text: THIRD PARTY DEFT HALE LANE'S REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT RE: THIRD PARTY CLAIMS BY JOHN ILIESCU - Transaction 2435606 - Approved By: AZION : 08-29-2011:08:58:09

- 181 8/29/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2435649 - Approved By: NOREVIEW : 08-29-2011:09:00:24
- 182 8/29/2011 - 1650 - Errata...
Additional Text: ERRATA TO THIRD PARTY DEFT HALE LANE'S REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT RE:THIRD PARTY CLAIMS BY JOHN ILIESCU - Transaction 2436076 - Approved By: AZION : 08-29-2011:10:43:14
- 183 8/29/2011 - 3860 - Request for Submission
Additional Text: THIRD PARTY DEFENDANTS' MOTION FOR SUMMARY JUDGMENT (NO PAPER ORDER PROVIDED) - Transaction 2436087 - Approved By: MCHOLICO : 08-29-2011:10:28:38
PARTY SUBMITTING: CHRISTOPHER RUSBY, ESQ.
DATE SUBMITTED: 8/29/11
SUBMITTED BY: MCHOLICO
DATE RECEIVED JUDGE OFFICE:
- 184 8/29/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2436109 - Approved By: NOREVIEW : 08-29-2011:10:31:15
- 185 8/29/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2436205 - Approved By: NOREVIEW : 08-29-2011:10:45:44
- 186 8/29/2011 - 4075 - Substitution of Counsel
Additional Text: THOMAS HALL ESQ SUBS OUT SALLIE ARMSTRONG, ESQ - Transaction 2436442 - Approved By: AZION : 08-29-2011:12:21:17
- 187 8/29/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2436520 - Approved By: NOREVIEW : 08-29-2011:12:23:40
- 188 8/29/2011 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO SUPPLEMENT TO THIRD PARTY DEFT HALE LANE'S MOTION FOR SUMMARY JUDGMENT RE: THIRD PARTY CLAIMS BY JOHN ILIESCU - Transaction 2437236 - Approved By: AZION : 08-29-2011:15:07:03
- 189 8/29/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2437282 - Approved By: NOREVIEW : 08-29-2011:15:09:42
- 190 8/31/2011 - 1610 - Disclosure of Expert Witness
Additional Text: DEFT ILIESCUS' DISCLOSURE OF EXPERT WITNESS - Transaction 2442158 - Approved By: AZION : 08-31-2011:10:46:49
- 191 8/31/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2442340 - Approved By: NOREVIEW : 08-31-2011:10:49:26
- 192 9/1/2011 - 3095 - Ord Grant Summary Judgment
Additional Text: THIRD-PARTY DEFENDANT HALE LANE'S MOTION REGARDING THIRD-PARTY CLAIMS BY JOHN ILIESCU - Transaction 2444422 - Approved By: NOREVIEW : 09-01-2011:08:30:23
- 193 9/1/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2444424 - Approved By: NOREVIEW : 09-01-2011:08:31:45
- 194 9/1/2011 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 2445663 - Approved By: NOREVIEW : 09-01-2011:13:52:03
- 195 9/1/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2445665 - Approved By: NOREVIEW : 09-01-2011:13:53:14
- 196 9/1/2011 - 1950 - Memorandum of Costs
Additional Text: MEMORANDUM OF COSTS - Transaction 2445671 - Approved By: LMATHEUS : 09-01-2011:14:00:57
- 197 9/1/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2445708 - Approved By: NOREVIEW : 09-01-2011:14:02:40

- 198 9/1/2011 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 199 9/3/2011 - 2315 - Mtn to Dismiss ...
Additional Text: MOTION TO DISMISS - Transaction 2449949 - Approved By: AZION : 09-06-2011:08:06:39
- 200 9/6/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2450079 - Approved By: NOREVIEW : 09-06-2011:08:08:18
- 201 9/6/2011 - JF - **First Day Jury Fees Deposit
No additional text exists for this entry.
- 202 9/6/2011 - 1580 - Demand for Jury
No additional text exists for this entry.
- 203 9/6/2011 - 2645 - Opposition to Mtn ...
Additional Text: THIRD PARTY DEFT HALE LANE'S OPPOSITION TO MOTION TO AMEND THIRD PARTY COMPLAINT BY JOHN AND SONNIA ILIESCU - Transaction 2450897 - Approved By: AZION : 09-06-2011:11:54:28
- 204 9/6/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2450900 - Approved By: NOREVIEW : 09-06-2011:11:55:39
- 205 9/8/2011 - 1250E - Application for Setting eFile
Additional Text: STATUS CONF 10/13/11; 5-DAY JURY TRIAL 11/14/11 - Transaction 2457955 - Approved By: NOREVIEW : 09-08-2011:19:11:02
- 206 9/8/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2457958 - Approved By: NOREVIEW : 09-08-2011:19:12:24
- 207 9/14/2011 - 2280 - Mtn to Continue
Additional Text: Transaction 2469552 - Approved By: AZION : 09-14-2011:16:04:35
- 208 9/14/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2469574 - Approved By: NOREVIEW : 09-14-2011:16:06:45
- 209 9/15/2011 - 2490 - Motion ...
Additional Text: ILIESCUS' MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION - Transaction 2472758 - Approved By: AZION : 09-16-2011:08:15:37
- 210 9/16/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2472951 - Approved By: NOREVIEW : 09-16-2011:08:16:54
- 211 9/16/2011 - 2645 - Opposition to Mtn ...
Additional Text: MARK STEPPAN'S OPPOSITION TO ILIESCU'S MOTION TO DISMISS - Transaction 2474551 - Approved By: AZION : 09-16-2011:13:55:03
- 212 9/16/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2474599 - Approved By: NOREVIEW : 09-16-2011:13:57:01
- 213 9/22/2011 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOTION TO AMEND THIRD PARTY COMPLAINT - Transaction 2486348 - Approved By: AZION : 09-22-2011:13:09:27
- 214 9/22/2011 - 3860 - Request for Submission
Additional Text: MOTION TO AMEND THIRD PARTY COMPLAINT AGAINST DEFT HALE LANE - Transaction 2486354 - Approved By: AZION : 09-22-2011:13:10:16
DOCUMENT TITLE: MOTION TO AMEND THIRD PARTY COMPLAINT AGAINST DEFT HALE LANE
PARTY SUBMITTING: THOMAS HALL ESQ
DATE SUBMITTED: 09-22-11
SUBMITTED BY: AZION
DATE RECEIVED JUDGE OFFICE:

- 215 9/22/2011 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOTION TO DISMISS - Transaction 2486363 - Approved By: MCHOLICO : 09-22-2011:12:45:19
- 216 9/22/2011 - 3860 - Request for Submission
Additional Text: MOTION TO DISMISS - Transaction 2486364 - Approved By: AZION : 09-22-2011:13:10:40
DOCUMENT TITLE: MOTION TO DISMISS
PARTY SUBMITTING: THOMAS HALL ESQ
DATE SUBMITTED: 09-22-11
SUBMITTED BY: AZION
DATE RECEIVED JUDGE OFFICE:
- 217 9/22/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2486375 - Approved By: NOREVIEW : 09-22-2011:12:46:43
- 218 9/22/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2486504 - Approved By: NOREVIEW : 09-22-2011:13:12:22
- 219 9/22/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2486506 - Approved By: NOREVIEW : 09-22-2011:13:12:53
- 220 9/22/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2486508 - Approved By: NOREVIEW : 09-22-2011:13:13:14
- 221 10/3/2011 - 2645 - Opposition to Mtn ...
Additional Text: THIRD PARTY DEFT HALE LANE'S OPPOSITION TO JOHN AND SONNIA ILIESCUS MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION - Transaction 2506987 - Approved By: ASMITH : 10-03-2011:15:41:32
- 222 10/3/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2507102 - Approved By: NOREVIEW : 10-03-2011:15:46:25
- 223 10/3/2011 - 4050 - Stipulation ...
Additional Text: STIPULATION TO VACATE AND RESET TRIAL - Transaction 2507121 - Approved By: ASMITH : 10-03-2011:16:03:31
- 224 10/3/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2507226 - Approved By: NOREVIEW : 10-03-2011:16:07:19
- 225 10/5/2011 - 3020 - Ord Granting Continuance
Additional Text: ORDER APPROVING STIPULATION TO VACATE AND RESET TRIAL - Transaction 2511994 - Approved By: NOREVIEW : 10-05-2011:11:05:06
- 226 10/5/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2512011 - Approved By: NOREVIEW : 10-05-2011:11:08:19
- 227 10/6/2011 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 2514251 - Approved By: NOREVIEW : 10-06-2011:09:30:59
- 228 10/6/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2514258 - Approved By: NOREVIEW : 10-06-2011:09:32:22
- 229 10/6/2011 - 3795 - Reply...
Additional Text: ILIECUS' REPLY IN SUPPORT OF MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION - Transaction 2516462 - Approved By: AZION : 10-06-2011:15:48:11
- 230 10/6/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2516493 - Approved By: NOREVIEW : 10-06-2011:15:51:23
- 231 10/6/2011 - 3860 - Request for Submission

Additional Text: MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION - Transaction 2516526 - Approved By: AZION : 10-06-2011:16:00:10
DOCUMENT TITLE: MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION -
PARTY SUBMITTING: THOMAS HALL ESQ
DATE SUBMITTED: 10-06-11
SUBMITTED BY: AZION
DATE RECEIVED JUDGE OFFICE:

232 10/6/2011 - NEF - Proof of Electronic Service

Additional Text: Transaction 2516578 - Approved By: NOREVIEW : 10-06-2011:16:01:56

233 10/19/2011 - 2842 - Ord Denying Motion

Additional Text: ILIESCUS' MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION - Transaction 2542290 - Approved By: NOREVIEW : 10-19-2011:16:19:19

234 10/19/2011 - 2842 - Ord Denying Motion

Additional Text: TO AMEND THIRD PARTY COMPLAINT AGAINST DEFENDANT HALE - Transaction 2542290 - Approved By: NOREVIEW : 10-19-2011:16:19:19

235 10/19/2011 - NEF - Proof of Electronic Service

Additional Text: Transaction 2542336 - Approved By: NOREVIEW : 10-19-2011:16:24:56

236 10/19/2011 - S200 - Request for Submission Complet

No additional text exists for this entry.

237 10/19/2011 - S200 - Request for Submission Complet

No additional text exists for this entry.

238 10/21/2011 - \$2160 - \$Mtn Partial Sum Judgment

Additional Text: MARK STEPPAN - Transaction 2547762 - Approved By: AZION : 10-24-2011:08:14:20

239 10/24/2011 - PAYRC - **Payment Receipted

Additional Text: A Payment of \$200.00 was made on receipt DCDC333928.

240 10/24/2011 - NEF - Proof of Electronic Service

Additional Text: Transaction 2547886 - Approved By: NOREVIEW : 10-24-2011:08:17:11

241 10/25/2011 - S200 - Request for Submission Complet

No additional text exists for this entry.

242 10/25/2011 - 3060 - Ord Granting Mtn ...

Additional Text: DEFENDANTS ILIESCUS' MOTION TO DISMISS - Transaction 2554042 - Approved By: NOREVIEW : 10-25-2011:17:19:22

243 10/25/2011 - NEF - Proof of Electronic Service

Additional Text: Transaction 2554045 - Approved By: NOREVIEW : 10-25-2011:17:20:45

244 10/27/2011 - 2540 - Notice of Entry of Ord

Additional Text: Transaction 2558720 - Approved By: NOREVIEW : 10-27-2011:14:55:45

245 10/27/2011 - NEF - Proof of Electronic Service

Additional Text: Transaction 2558754 - Approved By: NOREVIEW : 10-27-2011:15:01:35

246 11/1/2011 - 1950 - Memorandum of Costs

Additional Text: Transaction 2564418 - Approved By: AZION : 11-01-2011:15:08:27

247 11/1/2011 - NEF - Proof of Electronic Service

Additional Text: Transaction 2564430 - Approved By: NOREVIEW : 11-01-2011:15:10:38

248 11/2/2011 - 2490 - Motion ...
Additional Text: MOTION TO DISMISS THIRD PARTY PLTF ILIESUC'S THIRD PARTY COMPLAINT AGAINST THIRD PARTY DEFT JOHN SCHLEINING - Transaction 2566863 - Approved By: AZION : 11-02-2011:15:13:15

249 11/2/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2566892 - Approved By: NOREVIEW : 11-02-2011:15:14:44

250 11/3/2011 - 2490 - Motion ...
Additional Text: MOTION TO RELEASE MECHANIC'S LIENS - Transaction 2569776 - Approved By: AZION : 11-03-2011:16:19:43

251 11/3/2011 - 2490 - Motion ...
Additional Text: MOTION TO CANCEL AND EXPUNGE NOTICE OF LIS PENDENS - Transaction 2569787 - Approved By: AZION : 11-03-2011:16:21:29

252 11/3/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2569824 - Approved By: NOREVIEW : 11-03-2011:16:23:32

253 11/3/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2569846 - Approved By: NOREVIEW : 11-03-2011:16:25:52

254 11/7/2011 - 2430 - Mtn to Retax Costs
Additional Text: Transaction 2575434 - Approved By: AZION : 11-07-2011:15:51:56

255 11/7/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2575484 - Approved By: NOREVIEW : 11-07-2011:15:55:19

256 11/8/2011 - 2490 - Motion ...
Additional Text: MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION - Transaction 2578958 - Approved By: AZION : 11-08-2011:16:26:45

257 11/8/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2579063 - Approved By: NOREVIEW : 11-08-2011:16:29:13

258 11/14/2011 - 2010 - Mtn for Attorney's Fee
Additional Text: Transaction 2587882 - Approved By: AZION : 11-14-2011:16:06:33

259 11/14/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2588055 - Approved By: NOREVIEW : 11-14-2011:16:16:05

260 11/16/2011 - 3880 - Response...
Additional Text: RESPONSE TO MOTION TO DISMISS THIRD PARTY PLTF ILIESCU'S THIRD PARTY COMPLAINT AGAINST THIRD PARTY DEFT JOHN SCHLEINING - Transaction 2593931 - Approved By: AZION : 11-16-2011:15:10:15

261 11/16/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2594006 - Approved By: NOREVIEW : 11-16-2011:15:13:09

262 11/16/2011 - 3860 - Request for Submission
Additional Text: MOTION - Transaction 2594699 - Approved By: AZION : 11-16-2011:16:47:37
DOCUMENT TITLE: MOTION
PARTY SUBMITTING: GREGORY WILSON ESQ
DATE SUBMITTED: 11-16-11
SUBMITTED BY: AZION
DATE RECEIVED JUDGE OFFICE:

263 11/16/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2594853 - Approved By: NOREVIEW : 11-16-2011:16:52:03

264 11/21/2011 - 2645 - Opposition to Mtn ...
Additional Text: ILIESCUS' OPPOSITION TO STEPPAN'S MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION - Transaction 2602644 - Approved By: AZION : 11-21-2011:15:50:18

- 265 11/21/2011 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO MOTION TO RETAX COSTS - Transaction 2602692 - Approved By: MCHOLICO : 11-21-2011:15:38:18
- 266 11/21/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2602768 - Approved By: NOREVIEW : 11-21-2011:15:40:00
- 267 11/21/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2602799 - Approved By: NOREVIEW : 11-21-2011:15:52:39
- 268 11/22/2011 - 3060 - Ord Granting Mtn ...
Additional Text: THIRD PARTY DEFENDANT JOHN SCHLEINING'S MOTION TO DISMISS - Transaction 2605633 - Approved By: NOREVIEW : 11-22-2011:16:15:50
- 269 11/22/2011 - 3980 - Stip and Order...
Additional Text: Transaction 2605633 - Approved By: NOREVIEW : 11-22-2011:16:15:50
- 270 11/22/2011 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 271 11/22/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2605678 - Approved By: NOREVIEW : 11-22-2011:16:22:23
- 272 11/22/2011 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 2606048 - Approved By: NOREVIEW : 11-22-2011:17:13:55
- 273 11/22/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2606050 - Approved By: NOREVIEW : 11-22-2011:17:15:07
- 274 11/28/2011 - 1950 - Memorandum of Costs
Additional Text: Transaction 2611746 - Approved By: AZION : 11-28-2011:16:35:51
- 275 11/28/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2611800 - Approved By: NOREVIEW : 11-28-2011:16:42:39
- 276 12/1/2011 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION - Transaction 2621540 - Approved By: MCHOLICO : 12-02-2011:10:38:18
- 277 12/2/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2622262 - Approved By: NOREVIEW : 12-02-2011:10:41:57
- 278 12/2/2011 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOTION TO RETAX COSTS - Transaction 2622822 - Approved By: ASMITH : 12-02-2011:15:00:31
- 279 12/2/2011 - 3860 - Request for Submission
Additional Text: Transaction 2623558 - Approved By: SHAMBRIG : 12-02-2011:15:10:04
DOCUMENT TITLE: MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION
PARTY SUBMITTING: MICHAEL HOY
DATE SUBMITTED: 12-2-11
SUBMITTED BY: S HAMBRIGHT
DATE RECEIVED JUDGE OFFICE:
- 280 12/2/2011 - NEF - Proof of Electronic Service
Additional Text: Transaction 2623632 - Approved By: NOREVIEW : 12-02-2011:15:06:35
- 281 12/2/2011 - 3860 - Request for Submission

Additional Text: - Transaction 2623645 - Approved By: ASMITH : 12-02-2011:15:54:42
DOCUMENT TITLE: MOTION TO RETAX COSTS
PARTY SUBMITTING: MICHAEL HOY, ESQ
DATE SUBMITTED: 12-2-11
SUBMITTED BY: A SMITH
DATE RECEIVED JUDGE OFFICE:

282 12/2/2011 - NEF - Proof of Electronic Service

Additional Text: Transaction 2623689 - Approved By: NOREVIEW : 12-02-2011:15:18:17

283 12/2/2011 - NEF - Proof of Electronic Service

Additional Text: Transaction 2623858 - Approved By: NOREVIEW : 12-02-2011:15:56:05

284 12/21/2011 - S200 - Request for Submission Complet

No additional text exists for this entry.

285 12/22/2011 - \$2515 - \$Notice/Appeal Supreme Court

Additional Text: APPELLANT, MARK STEPPAN - Transaction 2662337 - Approved By: LMATHEUS : 12-22-2011:14:22:31

286 12/22/2011 - 1310 - Case Appeal Statement

Additional Text: Transaction 2662346 - Approved By: LMATHEUS : 12-22-2011:14:22:47

287 12/22/2011 - PAYRC - **Payment Receipted

Additional Text: A Payment of \$34.00 was made on receipt DCDC341181.

288 12/22/2011 - NEF - Proof of Electronic Service

Additional Text: Transaction 2663306 - Approved By: NOREVIEW : 12-22-2011:14:26:16

289 12/22/2011 - NEF - Proof of Electronic Service

Additional Text: Transaction 2663312 - Approved By: NOREVIEW : 12-22-2011:14:27:30

290 12/22/2011 - FIE - **Doument Filed in Error

Additional Text: 12-30-11 - LMATHEUS

291 12/22/2011 - FIE - **Doument Filed in Error

Additional Text: 12/30/11 - LMATHEUS - NOTICE OF APPEAL NOT FILED TO SUPREME COURT

292 12/22/2011 - SAB - **Supreme Court Appeal Bond

No additional text exists for this entry.

293 12/22/2011 - 1360 - Certificate of Service

Additional Text: Transaction 2664041 - Approved By: ASMITH : 12-22-2011:16:29:08

294 12/22/2011 - NEF - Proof of Electronic Service

Additional Text: Transaction 2664248 - Approved By: NOREVIEW : 12-22-2011:16:32:17

295 1/3/2012 - FIE - **Doument Filed in Error

Additional Text: 1-12-12 - LMATHEUS - NOTICE OF APPEAL NOT FILED WITH THE SUPREME COURT

296 1/3/2012 - FIE - **Doument Filed in Error

Additional Text: 1-12-12 - LMATHEUS

297 1/5/2012 - 3995 - Stip & Ord Dismiss W/O Prej

Additional Text: OF ALL CLAIMS BY JOHN SCHLEINING AGAINST HALE LANE PEEK DENNISON AND HOWARD, HOLLAN & HART
AND R. CRAIG HOWARD - Transaction 2683659 - Approved By: NOREVIEW : 01-05-2012:17:40:25

298 1/5/2012 - NEF - Proof of Electronic Service

Additional Text: Transaction 2683668 - Approved By: NOREVIEW : 01-05-2012:17:42:08

299 1/6/2012 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 2685560 - Approved By: NOREVIEW : 01-06-2012:13:45:56

300 1/6/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2685562 - Approved By: NOREVIEW : 01-06-2012:13:47:38

301 1/12/2012 - 1097 - Amended Notice of Appeal
Additional Text: APPELLANT, MARK B. STEPPAN - Transaction 2695797 - Approved By: LMATHEUS : 01-12-2012:10:52:26

302 1/12/2012 - 1350 - Certificate of Clerk
Additional Text: CERTIFICATE OF CLERK AND TRANSMITTAL - NOTICE OF APPEAL - Transaction 2696129 - Approved By: NOREVIEW : 01-12-2012:09:52:47

303 1/12/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2696148 - Approved By: NOREVIEW : 01-12-2012:09:55:25

304 1/12/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2696450 - Approved By: NOREVIEW : 01-12-2012:10:54:59

305 1/17/2012 - \$2527 - \$Notice of Cross Appeal
Additional Text: APPELLANT - JOHN ILIESCU, JR., ET AL - Transaction 2702000 - Approved By: MFERNAND : 01-18-2012:10:16:59

306 1/17/2012 - 1311 - Case Appeal Stmt-Cross Appeal
Additional Text: Transaction 2702013 - Approved By: MFERNAND : 01-18-2012:10:17:46

307 1/18/2012 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$34.00 was made on receipt DCDC344217.

308 1/18/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2704485 - Approved By: NOREVIEW : 01-18-2012:10:18:31

309 1/18/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2704487 - Approved By: NOREVIEW : 01-18-2012:10:19:43

310 1/18/2012 - 1350 - Certificate of Clerk
Additional Text: CERTIFICATE OF CLERK AND TRANSMITTAL - AMENDED NOTICE OF APPEAL - Transaction 2705376 - Approved By: NOREVIEW : 01-18-2012:14:19:50

Code: 3095

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

* * *

MARK B. STEPPAN,

Plaintiff,

Case No: CV07-00341
(Consolidated with CV07-01021)

vs.

Dept. No.: 10

JOHN ILIESCU, JR. and SONNIA ILIESCU,
as Trustees of the JOHN ILIESCU, JR. AND
SONNIA ILIESCU 1992 FAMILY TRUST
AGREEMENT; JOHN ILIESCU, individually;
DOES I-V, inclusive; and ROE
CORPORATIONS VI-X, inclusive,

Defendants.

AND RELATED MATTERS.

**ORDER GRANTING THIRD-PARTY DEFENDANT HALE LANE'S MOTION FOR
SUMMARY JUDGMENT REGARDING THIRD-PARTY CLAIMS BY JOHN ILIESCU**

Presently before the Court is a Motion for Summary Judgment Regarding Third-Party Claims by John Iliescu, filed by Third-Party Defendants HALE LANE PEEK DENNISON AND HOWARD PROFESSIONAL CORPORATION, KAREN D. DENNISON, R. CRAIG HOWARD, and JERRY M. SNYDER (hereinafter collectively referred to as "Defendants") on March 30, 2011. Following, on July 22, 2011, Defendants filed a Supplement to Third-Party Defendant Hale Lane's Motion for Summary Judgment Regarding Third-Party Claims by John Iliescu.

1 Thereafter, on August 18, 2011, Third-Party Plaintiffs JOHN ILIESCU, JR. and
2 SONNIA ILIESCU, individually, and as Trustee of the John Iliescu, Jr. and Sonnia Iliescu
3 1992 Family Trust (hereinafter collectively referred to as "Plaintiffs") filed an Opposition
4 and Response to Third-Party Defendant Hale Lane's Motion for Summary Judgment
5 Regarding Third-Party Claims by John Iliescu. Subsequently, on August 29, 2011,
6 Defendants filed a Reply in Support of Motion for Summary Judgment Regarding Third-
7 Party Claims by John Iliescu. Contemporaneously with their Reply, Defendants also filed a
8 Request for Submission, thereby submitting the matter for the Court's consideration. Later
9 that same day, Plaintiffs filed an Opposition to Supplement to Third-Party Defendant Hale
10 Lane's Motion for Summary Judgment Regarding Third-Party Claims by John Iliescu.

11 **I. Factual & Procedural Background**

12 This matter comes before the Court as the result of a 2005 property transaction that
13 fell through, involving a parcel of property located in downtown Reno, which Plaintiffs
14 owned and was to be developed by a group of developers headed by Consolidated Pacific
15 Development, Inc. (hereinafter "Developers"). As part of that transaction, Plaintiffs agreed
16 to sell the parcel of property at issue to the Developers, who would then use the property
17 to construct a high-rise condominium project known as Wingfield Tower.

18 The Developers first contacted Plaintiffs about purchasing the parcel of property in
19 July of 2005, when the Developers contacted Plaintiffs through their broker, Sam Canglia.
20 Following this contact, on July 29, 2005, the Developers and Plaintiffs, acting without the
21 assistance of counsel, executed a form agreement prepared by Dick Johnson in order to
22 facilitate the sale of the property. That contract provided that Developers would purchase
23 the property from Plaintiffs for \$7.5 million, with a \$500,000 non-refundable cash deposit
24 to be paid to Plaintiffs in advance, as well as Plaintiffs receiving a 3,750 square foot
25 penthouse and four parking spaces, valued at \$2.2 million, upon the completion of
26 construction. However, the sale was contingent upon Developers obtaining the necessary
27 entitlement and permits from the City of Reno, with which Plaintiffs were to assist.
28 Furthermore, the Contract afforded Developers 270 days to obtain the requisite

1 entitlements, while allowing an extension of time at the cost of \$50,000 per 30 days;
2 otherwise, the Developers would forfeit their \$500,000 deposit.

3 Following the execution of the form contract, the Parties realized that it was
4 inadequate for the magnitude of the deal they were entering into. Consequently, the
5 Parties elected to hire legal counsel to assist in supplementing the contract. As a result,
6 Dick Johnson brought the contract to Ms. Dennison, who then prepared Addendum No. 3,
7 which sought to clarify the contract and its terms. Included in these clarifications was a
8 clause that recognized obtaining the necessary entitlements was a condition precedent to
9 the completion of the sale, and that the Developers would use their "best efforts and
10 reasonable diligence to satisfy all Conditions Precedent." Addendum No. 3 further specified
11 Plaintiffs' interest in completing the sale because of their ability to select the penthouse of
12 their choice. Following, on October 8, 2005, the Parties executed Addendum No. 3.

13 Thereafter, the Developers sought an architect to help in obtaining the required
14 entitlements. In doing so, the Developers hired Fisher Friedman & Associates, to design
15 the building, prepare the architectural plans, and present the information to the Reno City
16 Council for approval, which it did. Nevertheless, during this process, Plaintiffs signed a
17 conflict waiver permitting Defendants to assist Developers in obtaining the necessary
18 entitlements. Moreover, Plaintiffs actively participated in the application process by
19 submitting an affidavit permitting Developers to submit an application to the City of Reno
20 on Plaintiffs' behalf and by attending all public hearings on the matter. Subsequently, the
21 City acted to approve the project and authorized the necessary entitlements.

22 Then, some sixteen months following the commencement of the project, Developers
23 defaulted when they were unable to obtain the necessary financing to conclude the sale of
24 the property. As a consequence of this default, Developers were unable to pay Fisher
25 Friedman & Associates for the services rendered. This caused Fisher Friedman &
26 Associates to file a \$1.8 million mechanics lien against the property.

27 Following the recording of this lien, the Parties approached Defendants to help
28 resolve the issue. In doing so, the Parties executed a second conflict waiver. Defendants

1 then brokered an indemnity agreement between the Parties, whereby Developers,
2 including Co-Third Party Defendant John Schleining, agreed to indemnify Plaintiffs against
3 any harm that might occur as a result of the lien. Furthermore, the indemnity agreement
4 also provided that Developers would work to discharge the lien on Plaintiffs' behalf at no
5 expense to Plaintiffs. As a result, acting on Plaintiffs' behalf, Defendants then filed an
6 application for release of the lien. This in turn caused Fisher Friedman & Associates to file
7 a complaint against Plaintiffs in order to foreclose on the lien.

8 Subsequently, on September 27, 2007, Plaintiffs filed their third-party complaint
9 against Defendants, alleging causes of action for legal malpractice and negligence.
10 Plaintiffs premised their third-party complaint on allegations that Defendants committed
11 legal malpractice by failing to file a Notice of Nonresponsibility pursuant to NRS 108.234.
12 Defendants have now moved for summary judgment on the matter, arguing that Plaintiffs'
13 claims fail as a matter of law, as there is no evidence of causation or that Plaintiffs suffered
14 damages. Moreover, Defendants assert that because Plaintiffs executed two conflict
15 waivers, any claim relating to a conflict of interest must fail. Finally, Defendants assert that
16 the Court should dismiss Plaintiffs' claims for failure to comply with NRCP 16.1.

17 **II. Standard of Review**

18 A court should only grant summary judgment when, based upon the pleadings and
19 discovery on file, no genuine issue of material fact exists for trial and the moving party is
20 entitled to judgment as a matter of law. NRCP 56(c). A genuine issue of material fact
21 exists when a reasonable jury could return a verdict in favor of the nonmoving party.
22 *Kopicko v. Young*, 114 Nev. 1333, 1336, 971 P.2d 789, 790 (1998). Summary judgment is
23 properly regarded not as a disfavored procedural shortcut, but rather as an integral part of
24 civil procedure as a whole. *Celotex Corp. v. Catrett*, 477 U.S. 317, 327, 106 S.Ct. 2548,
25 2555 (1986).

26 In reviewing a motion for summary judgment, the Court must view the evidence,
27 and any reasonable inference drawn there from, in the light most favorable to the
28 nonmoving party. *Lipps v. S. Nev. Paving*, 116 Nev. 497, 498, 998 P.2d 1183, 1184

1 (2000). However, the nonmoving party may not avoid summary judgment by relying "on
2 the gossamer threads of whimsy, speculation, and conjecture." *Pegasus v. Reno*
3 *Newspapers, Inc.*, 118 Nev. 706, 713-14, 57 P.3d 82, 87 (2002) (quoting *Collins v. Union*
4 *Fed. Sav. & Loan*, 99 Nev. 284, 302, 662 P.2d 610, 621 (1983). Rather, the nonmoving
5 party must, by affidavit or otherwise, set forth specific facts demonstrating the existence of
6 a genuine issue for trial. *Pegasus*, 118 Nev. at 713, 57 P.3d at 87.

7 **III. Legal Analysis**

8 As noted above, Defendants presently seek an order from the Court granting
9 summary judgment on Plaintiffs' claims for legal malpractice and negligence. Specifically,
10 Defendants argue that the claims of Plaintiffs fail as a matter of law because Plaintiffs were
11 not eligible to file a Notice of Nonresponsibility as they were "Interested Owners," and
12 thus, no evidence of causation exists. In addition, Defendants assert that even if Plaintiffs
13 were not "Interested Owners," no evidence of damages exists because Plaintiffs received a
14 substantial benefit from the actions of Fisher Friedman & Associates, and because
15 Defendants and Mr. Schleining have reached an agreement releasing the lien without any
16 cost to Plaintiffs. Furthermore, Defendants assert that because Plaintiffs executed two
17 conflict waivers, any claim relating to a conflict of interest must fail. Finally, as an
18 alternative theory, Defendants assert that pursuant to NRCP 16.1(e), the Court should
19 dismiss Plaintiffs' claims as Plaintiffs failed to file a case conference report within 240 days
20 following Defendants' appearance as required by NRCP 16.1(c).

21 In opposition to Defendants' arguments, Plaintiffs merely assert that Defendants
22 breached the legal duties owed to Plaintiffs by failing to advise Plaintiffs to avoid actively
23 participating in the sale of the property. In addition, Plaintiffs assert that the Court should
24 not dismiss their claims pursuant to NRCP 16.1 because this matter has been ongoing for
25 the past four years and there is still time to hold a case conference report. The Court will
26 address each matter as follows:

27 ///

28 ///

1 **a. Conflict of Interest**

2 As it pertains to Plaintiffs' claims regarding a conflict of interest, Defendants argue
3 that such claims must fail as a matter of law because Plaintiffs suffered no compensable
4 harm as a result of the conflict and because Plaintiffs knowingly executed two conflict
5 waivers in accordance with NRPC 1.7(b), waving the conflict of which Plaintiffs now
6 complain. To this argument, Plaintiffs have not raised any opposition. Accordingly, the
7 Court must find that Defendants' Motion, as it relates to the conflict of interest claims, is
8 meritorious. Accordingly, to the extent Defendants seek summary judgment on this issue,
9 their Motion shall be granted.

10 **b. Legal Malpractice & Negligence**

11 In order to recover under the theories of legal malpractice and negligence, Plaintiffs
12 must demonstrate: (1) the existence of an attorney client relationship; (2) a duty owed to
13 the client by the attorney to use such skill prudence, and diligence as lawyers of ordinary
14 skill and capacity possess in exercising and performing the tasks which they undertake; (3)
15 a breach of that duty; (4) that the lawyer's negligence was the proximate cause of the
16 client's damages; and (5) actual loss or damage resulting from the negligence. *Mainor v.*
17 *Nault*, 120 Nev. 750, 774, 101 P.3d 308, 324 (2004). Accordingly, where there is no
18 evidence of causation or damages, a claim for legal malpractice or negligence must fail as
19 a matter of law.

20 In the instant case, Plaintiffs assert that Defendants breached the duty of care owed
21 to Plaintiffs by failing to file a Notice of Nonresponsibility and by failing to advise Plaintiffs
22 not to actively participate in the sale of the property at issue. Plaintiffs further assert that
23 this caused them to suffer damages, in that Defendants' failure permitted Fisher Friedman
24 & Associates to file a lien against Plaintiffs' property and forced Plaintiffs to incur the legal
25 expenses of fighting that lien. In contrast, Defendants assert that when they became
26 involved in the matter, Plaintiffs had already become active participants in the sale of the
27 property, and therefore, there is nothing Defendants could have done to protect Plaintiffs'
28 interests. Accordingly, the proper question before the Court is whether Plaintiffs were

1 eligible for the protections afforded by a Notice of Nonresponsibility at the time Defendants
2 became involved in the case.

3 Pursuant to NRS 108.234(2), a "disinterested owner" can avoid a lien from attaching
4 to his property by filing a Notice of Nonresponsibility within three days after learning that
5 improvements are being made to his property. However, in order to qualify as a
6 "disinterested owner" the property owner must be one who: "(a) Does not record a notice
7 of waiver as provided in NRS 108.2405; and (b) Does not personally or through an agent
8 or representative, directly or indirectly, contract for or cause a work of improvement, or
9 any portion thereof, to be constructed, altered or repaired upon the property or an
10 improvement of the owner." NRS 108.234(7).

11 As applied to the instant matter, this Court must find that Plaintiffs were no longer
12 "disinterested owners" at the time Defendants became involved in the case. This is
13 because the undisputed evidence before the Court demonstrates that Plaintiffs entered into
14 a contract with Developers for improvements to the property even before Defendants
15 became involved in the matter. Plaintiffs negotiated and signed this contract by
16 themselves. Furthermore, that contract contained language that required Plaintiffs to
17 participate actively in the development of the property. Specifically, the language within
18 the original contract made the offer contingent upon obtaining the necessary government
19 approvals, with which Plaintiffs were required to assist. Moreover, the Court will note that
20 as a result of those negotiations, Plaintiffs were to receive some \$7.5 million in payments
21 and a penthouse valued at approximately \$2.2 million. Accordingly, these actions clearly
22 demonstrate that Plaintiffs personally contracted for and were to benefit from the
23 improvements to their property, thus making Plaintiffs "interested owners" before
24 Defendants had any part in the matter.

25 It was only after Plaintiffs and Developers completed their negotiations that
26 Defendants became involved in the matter in order to "fine tune" the agreement.
27 However, because Plaintiffs had already become "interested owners" at that point in time,
28 there is nothing Defendants could have said or done to avoid the existing contract. *See*

1 *Howard S. Wright Construction Co. v. Superior Court*, 106 Cal.App.4th 314, 321, 130
2 Cal.Rptr.2d 641 (2003); *see also Verdi Lumber Co. v. Bartlett*, 40 Nev. 317, 161 P. 933,
3 934-35 (1916). Therefore, the Court must conclude that Defendants' alleged malpractice
4 was not the cause of Plaintiffs' injuries. Furthermore, there is nothing more Plaintiffs could
5 allege to fix this problem. Consequently, the Court believes that the grant of summary
6 judgment in favor of Defendants is appropriate.

7 **c. NRCP 16.1**

8 As a final matter, the Court will turn its attention to those NRCP 16.1 arguments
9 raised by Defendants. Under this rule, once the parties hold their early case conference,
10 the plaintiff must file a case conference report within 30 days thereof. NRCP 16.1(c); *see*
11 *also Moon v. McDonald Carano & Wilson*, 245 P.3d 1138, 1139 (Nev. 2010). If the plaintiff
12 fails to make such a filing within 240 days following the defendant's first appearance, upon
13 motion or its own initiative, the Court may dismiss the case without prejudice as to that
14 defendant. NRCP 16.1 (e)(2).

15 As applied to the instant matter, this Court must find that the claims of Plaintiffs are
16 subject to dismissal pursuant to NRCP 16.1(e)(2). As the Court recognized above, it was
17 on September 27, 2007, that Plaintiffs filed their third-party complaint against Defendants.
18 However, because of a stipulation between the Parties, Defendants did not file their answer
19 until October 7, 2009. Based on this date, Plaintiffs had at the latest, until June 4, 2010, to
20 file their case conference report. Nevertheless, as of August 30, 2011, Plaintiffs have yet
21 to file the required report. Accordingly, more than 690 days have passed since Defendants'
22 appearance without Plaintiffs having filed their case conference report as required by NRCP
23 16.1(c). Furthermore, Plaintiffs have not offered a single reason for their failure to do so.
24 Instead, Plaintiffs merely assert that this matter has been ongoing for more than four years
25 and that there is still time to file a report following another case conference. In the Court's
26 view, such an argument is unpersuasive and fails to justify Plaintiffs' failure. Given this
27 analysis, the Court is inclined to grant Defendants' Motion.

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CERTIFICATE OF MAILING

I hereby certify that I electronically filed the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:

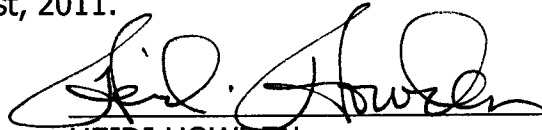
GREGORY WILSON, ESQ. for JOHN SCHLEINING

THOMAS HALL, ESQ. for TRUSTEE OF THE JOHN ILIESCU, JR. & SONNIA ILLIESCU, JOHN ILIESCU, JR., SONNIA ILIESCU

DAVID GRUNDY, ESQ. for KAREN DENNISON, HOLLAND & HART, LLP, JERRY SNYDER, R. HOWARD, HALE LANE PEEK DENNISON HOWARD

MICHAEL HOY, ESQ. for MARK STEPPAN

DATED this 31 day of August, 2011.



HEIDI HOWDEN
Judicial Assistant

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

* * *

MARK B. STEPPAN,

Plaintiff,

vs.

Case No: CV07-00341
(Consolidated with CV07-01021)

Dept. No.: 10

JOHN ILIESCU, JR. and SONNIA ILIESCU,
as Trustees of the JOHN ILIESCU, JR. AND
SONNIA ILIESCU 1992 FAMILY TRUST
AGREEMENT; JOHN ILIESCU, individually;
DOES I-V, inclusive; and ROE
CORPORATIONS VI-X, inclusive,

Defendants.

AND RELATED MATTERS.

ORDER GRANTING DEFENDANTS ILIESCUS' MOTION TO DISMISS

Presently before the Court is a Motion to Dismiss filed by Defendants JOHN ILIESCU, JR. AND SONNIA ILIESCU, AS TRUSTEES OF THE JOHN ILIESCU, JR. AND SONNIA ILIESCU 1992 FAMILY TRUST AGREEMENT AND JOHN ILIESCU, INDIVIDUALLY (hereinafter collectively referred to as "Defendants"), filed on September 3, 2011. The Motion to Dismiss seeks dismissal of all claims against Defendants by Plaintiff Mark B. Steppan (hereinafter referred to as "Plaintiff"). Plaintiff filed an Opposition to Iliescu's

1 Motion to Dismiss on September 16, 2011. Subsequently, Defendants filed a Reply in
2 Support of Motion to Dismiss on September 22, 2011. Contemporaneously with their
3 Reply, Defendants also filed a Request for Submission.

4 **I. Factual and Procedural Background.**

5 This matter comes before the Court as the result of a 2005 property transaction that
6 failed to close. The transaction involved several parcels of real property located in
7 downtown Reno (hereinafter the "Property"), which Defendants owned and were to be sold
8 to or developed by a group of developers headed by Consolidated Pacific Development,
9 Inc. (hereinafter the "Developers").

10 On July 29, 2005, Defendants entered into a Purchase Agreement (hereinafter the
11 "Agreement") with Developers for the sale of the Property. The parties intended that after
12 purchasing the Property, the Developers would develop the Property into a high-rise
13 condominium project to be known as Wingfield Tower (hereinafter the "Project"). The sale
14 was expressly contingent upon Developers obtaining all the necessary entitlements and
15 permits for the project from the City of Reno (hereinafter the "Governmental Approvals").

16 Following various modifications to the Agreement by addenda, the Developers
17 sought assistance from an architect to help obtain the Governmental Approvals. Plaintiff,
18 an architect licensed in Nevada, and his California firm, Fisher-Friedman & Associates, were
19 retained by Developers on a time and materials basis to conceptually design the Project, to
20 prepare certain schematic drawings and to present these drawings to the Reno Planning
21 Commission and to the Reno City Council in support of gaining Governmental Approvals for
22 the Project.

23 The Developers paid some \$430,870.00 to Plaintiff as full compensation for the work
24 done on a time and materials basis. The Developers later signed a more extensive
25 architectural agreement with Plaintiff which included a percentage-based form of
26 compensation for the Project to be built in the future.

27 At some point during the entitlement phase of the Project, Developers defaulted on
28 the Agreement when they were unable to obtain the necessary financing to conclude the

1 purchase of the Property. This gave rise to a Notice of Lien filed by Plaintiff on November
2 7, 2006, in the amount of \$1,783,548.85, which was later amended on May 3, 2007, to
3 reflect an amount claimed of \$1,939,347.51.

4 Defendants filed an Application for Release of Mechanic's Lien in Case No. CV07-
5 00341 on February 14, 2007. Plaintiff in turn filed a Complaint against Defendants to
6 Foreclose Mechanic's Lien in Case No. CV07-01021 on May 4, 2007, (hereinafter the
7 "Complaint"). The cases were consolidated by Court Order on September 24, 2007.
8 Defendants filed an Answer to the Complaint on September 27, 2007 (hereinafter the
9 "Answer").

10 The parties held an Early Case Conference on February 21, 2008, followed by an off-
11 the-record Case Management Conference with District Judge Brent Adams the following
12 day. Plaintiff failed to file a Case Conference Report at any time following the Early Case
13 Conference held on February 21, 2008. The parties then filed cross motions for partial
14 summary judgment, and following the Court's grant of partial summary judgment in favor
15 of Plaintiff on June 22, 2009, the parties held a second Early Case Conference on October
16 13, 2009. Plaintiff failed to file a Case Conference Report at any time following the October
17 13, 2009 Case Conference. These facts led to the Court's consideration of Defendant's
18 Motion to Dismiss pursuant to NRCP 16.1(e)(2).

19 **II. Legal Analysis.**

20 NRCP 16.1(b)(1) requires the parties to complete an Early Case Conference within
21 30 days after the filing of an answer by the first answering defendant, unless the case is
22 either in the court annexed arbitration program or in the short trial program. Under certain
23 circumstances, the Early Case Conference may be continued up to 180 days following an
24 appearance by the defendant. *Id.* NRCP 16.1(c) requires the filing of a Case Conference
25 Report by the parties within 30 days after each Case Conference to facilitate discovery
26 among the parties. *Moon v. McDonald Carano & Wilson*, 126 Nev. Adv. Op. 47, 245 P.3d
27 1138, 1139 (Nev. 2010).

1 NRCP 16.1(e)(2) provides as follows:

2 **(e) Failure or Refusal to Participate in Pretrial Discovery;**
3 **Sanctions.**

4 (2) If the plaintiff does not file a case conference report within 240
5 days after an appearance by a defendant, the case may be dismissed as to
6 that defendant upon motion or on the court's own initiative, without
7 prejudice.
8

9 Plaintiff has not filed a Case Conference Report at any time since Defendants filed
10 an Answer on September 27, 2007. A Case Conference Report should have been filed on
11 or before March 22, 2008, or 30 days following the Early Case Conference held on February
12 21, 2008. In addition, a Case Conference Report should also have been filed on or before
13 November 12, 2009 (within 30 days following the October 13, 2009 Case Conference).
14 More than 1,489 days have passed since Defendants' first appearance in this matter. More
15 than 1,312 days have passed since the initial Case Conference Report was due. More than
16 712 days have passed since the subsequent Case Conference Report was due. A Case
17 Conference Report has yet to be filed. Thus, as of October 25, 2011, the Plaintiff is
18 exceedingly delinquent with respect to his obligations to file Case Conference Reports
19 under NRCP 16.1(c).

20 The decision to dismiss an action without prejudice for a plaintiff's failure to comply
21 with the timing requirements of NRCP 16.1(e)(2) remains within the district court's
22 discretion. *Arnold v. Kip*, 123 Nev. 410, 415, 168 P.3d 1050, 1053 (2007). NRCP
23 16.1(e)(2) was adopted to promote the prosecution of litigation within adequate timelines
24 and the sanctions exist to ensure compliance with the specific deadlines identified in the
25 Rule. *Id.*

26 In this case, the Court finds that Plaintiff's lengthy delay in filing the required Case
27 Conference Reports, which have never been filed, is excessive and is a gross violation of
28 the requirements of NRCP 16.1. The Court finds that the delay in filing is the responsibility

1 of Plaintiff and that the Defendants have neither induced nor caused the delay. The Court
2 further finds that nearly four and one-half years have passed since Plaintiff filed his
3 Complaint without resolution, adversely impacting the timely prosecution of the case.

4 Plaintiff presents, as evidence of good cause for the absence of filing Case
5 Conference Reports, several arguments. Plaintiff first argues that dismissal of his
6 Complaint, without prejudice, is improper, because the case has, for all practical purposes,
7 been conducted as "complex litigation" under NRCP 16.1(f), which states as follows:

8 **(f) Complex Litigation.**

9 In a potentially difficult or protracted action that may involve complex issues,
10 multiple parties, difficult legal questions, or unusual proof problems, the court
11 may, upon motion and for good cause shown, waive any or all of the
12 requirements of this rule. If the court waives all the requirements of this
13 rule, it shall also order a conference pursuant to Rule 16 to be conducted by
14 the court or the discovery commissioner.
15

16 The Court finds that while the present case includes several parties, it does not
17 involve complex issues, difficult legal questions or unusual problems of proof. The primary
18 issue in the case between Plaintiff and Defendants centers around an uncomplicated
19 mechanic's lien claim and third party claims of malpractice and indemnification flowing
20 from the underlying mechanic's lien claim. Furthermore, the malpractice and
21 indemnification claims are collateral to the Plaintiff's mechanic's lien case and beyond its
22 focus. No party to the action has filed a motion requesting that the Court waive any
23 requirements of NRCP 16.1, nor has good cause for such waiver been demonstrated. No
24 designation of Complex Litigation has been sought or made. The Court finds that the
25 requirements of NRCP 16.1 are applicable to Plaintiff's case.

26 Plaintiff also claims that dismissal without prejudice is improper as discovery was
27 stayed by the Court as to the Defendants' claims against third-party defendant Hale Lane.
28 The Court finds this argument to be unpersuasive. The stay only applied to Defendants'

1 third-party claims against Hale Lane and did not affect discovery between Plaintiff and
2 Defendants in the prosecution of Plaintiff's primary claim. As such, Plaintiff was required to
3 comply with the requirements of NRCP 16.1 at all times during the case, including any stay
4 of the discovery period for the collateral issues between Defendants and Hale Lane.

5 On September 1, 2011, this Court dismissed Defendants' Third Party Complaint
6 against their former attorneys, Hale Lane, for a significantly less flagrant violation of Rule
7 16.1. The Court's determination in this Motion to Dismiss is consistent with that ruling, and
8 the Court disagrees with Plaintiff's argument that neither party should be subject to
9 dismissal without prejudice under NRCP 16.1(e)(2).

10 Plaintiff also seeks to exonerate his noncompliance with NRCP 16.1(c) by claiming
11 that Defendants waived their right to seek dismissal by participating in case management
12 conferences and by otherwise failing to raise the issue prior to the filing of their Motion to
13 Dismiss. Plaintiff's argument is also unpersuasive, as its acceptance by the Court would
14 create a situation where the requirements of NRCP 16.1(c) would be rendered largely
15 meaningless if the Defendants' acquiescent conduct exonerated Plaintiff's compliance with
16 NRCP 16.1. This conclusion is inconsistent with case law interpreting the purpose and
17 application of the rule, and the Plaintiff's obligation to comply therewith. *Arnold v. Kip*, 123
18 Nev. 410, 415, 168 P.3d 1050, 1053 (2007) (noting that dismissal under NRCP 16.1(e)(2)
19 does not require a defendant to demonstrate prejudice, as such result would largely
20 eviscerate the rule because it would allow plaintiffs to exceed the deadline for filing a case
21 conference report as long as the defendant could not demonstrate prejudice).

22 Plaintiff finally argues that dismissal of his Complaint, without prejudice, would be
23 unjust as it would effectively bar Plaintiff's claims by virtue of the expired statute of
24 limitations for Plaintiff's claims. NRS 108.233(1)(a). Plaintiff's argument incorporates the
25 premise that dismissal of the claims based upon a violation of NRCP 16.1(e)(2) "elevates
26 technical form over equity and substantive justice." The Court is similarly unpersuaded by
27 Plaintiff's argument. This Court's consideration of a motion to dismiss without prejudice
28 under NRCP 16.1(e)(2) should address factors that promote the purpose of the rule, rather

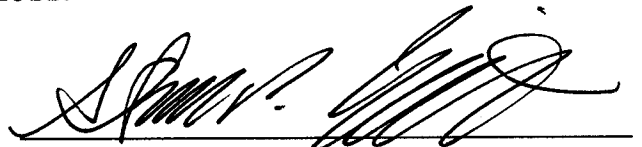
1 than factors that focus on the consequences to the plaintiff resulting from his or her failure
2 to comply with the rule. *Arnold v. Kip*, 123 Nev. at 416 ("neither is the district court
3 required to consider the plaintiff's inability to pursue his claim after an NRCP 16.1(e)(2)
4 dismissal because the statute of limitations may expire").

5 **III. Conclusion.**

6 In its Order Granting Third-Party Defendant Hale Lane's Motion for Summary
7 Judgment Regarding Third-Party Claims by John Ilescu dated September 1, 2011, this
8 Court found it appropriate to dismiss Ilescu's Third-Party Complaint against Hale Lane for
9 failure to timely file a Case Conference Report. Here, 1,489 days have passed since
10 Defendants' filing of their Answer and 712 days have passed since Plaintiff was required to
11 file its last Case Conference Report. The Court, as a proper exercise of its discretion,
12 hereby enters the following order:

13 **NOW, THEREFORE, IT IS HEREBY ORDERED** that Defendants' Motion to
14 Dismiss Plaintiff's claims is **GRANTED**. Plaintiff's claims are hereby **DISMISSED**
15 **WITHOUT PREJUDICE** pursuant to NRCP 16.1(e)(2).

16 DATED this 25 day of October, 2011.

17
18 
19
20 STEVEN P. ELLIOTT
21 District Judge
22
23
24
25
26
27
28

CERTIFICATE OF MAILING

I hereby certify that I electronically filed the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:

GREGORY WILSON, ESQ. for JOHN SCHLEINING

THOMAS HALL, ESQ. for JOHN ILIESCU, JR. and SONNIA ILIESCU, as Trustees of the JOHN ILIESCU, JR. & SONNIA ILIESCU 1992 FAMILY TRUST AGREEMENT, and JOHN ILIESCU, JR., individually

DAVID GRUNDY, ESQ. for KAREN DENNISON, HOLLAND & HART, LLP, JERRY SNYDER, R. HOWARD, HALE LANE PEEK DENNISON HOWARD

MICHAEL HOY, ESQ. for MARK STEPPAN

DATED this 25 day of October, 2011.



HEIDI HOWDEN
Judicial Assistant

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

MARK B. STEPPAN,

Case No. CV07-00341

Plaintiff,

(Consolidated with
Case No. CV07-01021)

vs.

Dept. No. 10

JOHN ILIESCU JR. and SONIA ILIESCU, as
Trustees of the JOHN ILIESCU, JR. AND SONNIA
ILIESCU 1992 FAMILY TRUST AGREEMENT;
JOHN ILIESCU, individually; DOES I-V, inclusive;
and ROE CORPORATIONS VI-X, inclusive,

Defendants.

AND RELATED CROSS-CLAIMS AND
THIRD-PARTY CLAIMS.

ORDER GRANTING THIRD PARTY DEFENDANT JOHN SCHLEINING'S
MOTION TO DISMISS

Presently before the Court is a Motion to Dismiss Third Party Complaint ("Motion") filed by Third Party Defendant John Schleining ("Schleining") on November 2, 2011. The Motion seeks dismissal without prejudice of all claims against Schleining filed by John Iliescu, Jr. and Sonnia Iliescu, as Trustees of the John Iliescu, Jr. and Sonnia Iliescu 1992 Family Trust Agreement and John Iliescu individually (collectively "Iliescu").

1 The Motion is made on grounds that more than 750 days have passed since Schleining
2 made his first appearance in this action, that Iliescu never filed a Case Conference Report as
3 required by NRCP Rule 16.1 and that Iliescu's Third Party Complaint should therefore be
4 dismissed without prejudice pursuant to NRCP Rule 16.1(e)(2).

5 On November 16, 2011, Iliescu filed his Response to Motion to Dismiss ("Response").
6 Iliescu's Response stated that "Iliescu has no substantive legal defense to the position of Third
7 Party Defendant John Schleining" and that "the Court should grant the Motion and dismiss
8 Iliescu's claims against John Schleining, all without prejudice."

9 Later on November 16, 2011, Schleining filed his Request for Submission ("Request").
10 Schleining's Request stated that "[b]ased upon Iliescu's Response, John Schleining elects not to file
11 a reply in support of the Motion and requests that the Motion be submitted to the Court for
12 decision." For the reasons set out below, the Court grants the Motion.

13
14
15 **I. Procedural and Factual Background**

16 The pleadings and papers on file herein reflect that this matter arises from a failed real
17 property development and recordation of a mechanic's lien on the subject property. Plaintiff Mark
18 B. Steppan ("Steppan") is an architect licensed in Nevada and an employee of the California
19 architectural firm Fisher-Friedman & Associates ("Fisher-Friedman"). Third Party Plaintiff Iliescu
20 is the owner of the subject undeveloped real property in downtown Reno (the "Iliescu Property").
21 A group of developers headed by non-party Consolidated Pacific Development, Inc. (collectively
22 "Developers") planned to purchase and develop the Iliescu Property. Third-Party Defendants Hale
23 Lane Peek Dennison & Howard, Professional Corporation, Karen Dennison, Craig Howard and
24 Jerry Snyder and cross-defendants Holland & Hart LLP and Craig Howard (collectively "Hale
25 Lane") represented numerous persons and entities regarding development of the Iliescu Property.
26
27
28

1 Third-Party Defendant Schleining, a part owner of one of the non-party Developers, signed a
2 December 8, 2006 indemnity agreement prepared by Hale Lane in favor of Iliescu.

3 In July 2005, Iliescu entered into a written contract with Developers for the sale of the
4 Iliescu Property. The proposed sale was contingent upon Developers obtaining the necessary
5 entitlements and permits from the City of Reno ("Governmental Approvals"). The Developers
6 planned to develop the Iliescu Property into a high-rise condominium project to be known as
7 Wingfield Towers ("the Project").
8

9 Developers sought the assistance of architects to help obtain the Governmental Approvals.
10 The California based architectural firm Fisher-Friedman worked on a time and materials basis to
11 conceptually design the Project, prepare certain schematic drawings and make presentations to the
12 Reno Planning Commission and to the Reno City Council in support of Developers' applications
13 for Governmental Approvals. Developers paid some \$430,870 as compensation for this
14 architectural work done on a time and materials basis.
15

16 Developers later signed a more extensive architectural agreement with Steppan, a licensed
17 Nevada architect and employee of Fisher-Friedman, that included a percentage-based form of
18 compensation for the Project to be built in the future. By fall of 2006, disputes had arisen between
19 the architects and Developers. On November 7, 2006, Steppan recorded a Notice of Lien on the
20 Iliescu Property in the amount of \$1,783,548.85.
21

22 This litigation commenced over four and a half years ago when Iliescu filed an Application
23 for release of Steppan's lien in Case No. CV07-00341 on February 14, 2007. On May 4, 2007,
24 Steppan filed his Complaint to foreclose mechanic's lien against Iliescu in Case No. CV07-01021.
25 These cases were consolidated by the Court's September 14, 2007 Order.
26

27 On September 27, 2007, Iliescu filed his Answer and Third-Party Complaint. Iliescu's
28 Third-Party Complaint against Schleining alleged claims for indemnity based upon a written

1 indemnity agreement dated December 8, 2006 prepared by Hale Lane and signed by Schleining.
2 Iliescu's Third-Party Complaint against Hale Lane alleged claims of legal malpractice and
3 negligence.

4 The first Early Case Conference in this matter was held on February 21, 2008. The next
5 day, February 22, 2008, Judge Adams held an off-the-record Case Management Conference.
6 Steppan and Iliescu subsequently filed cross-motions for partial summary judgment. On June 22,
7 2009, Judge Adams granted Steppan's partial motion for summary judgment.

8
9 Schleining and Hale Lane, each named in Iliescu's Third-Party Complaint, then filed their
10 responsive pleadings. On September 2, 2009, Schleining made his first appearance and filed both
11 his Answer to Iliescu's Third-Party Complaint and his own Third-Party Complaint and Cross-
12 Claim against Hale Lane. On October 7, 2009, Hale Lane filed its Answer to Iliescu's Third-Party
13 Complaint and Answer to Schleining's Third-Party Complaint and Cross-Claim.

14
15 By October 7, 2009, all parties had made their first appearances. A second Early Case
16 Conference was held on October 13, 2009. NRCP Rule 16.1(c) mandates the filing of a Case
17 Conference Report by plaintiffs, including third party plaintiffs, within 30 days after each Early
18 Case Conference. Iliescu therefore was required to file a Case Conference Report by November
19 12, 2009. Iliescu never filed a Case Conference Report.

20 21 **II. Legal Analysis**

22 NRCP Rule 16.1(b) requires the parties, with exceptions not applicable here, to conduct an
23 Early Case Conference within 30 days after the filing of an answer by the first answering
24 defendant. NRCP Rule 16.1(c) requires that a Case Conference Report be filed within 30 days
25 after each Early Case Conference. *Moon v. McDonald, Carano & Wilson*, 126 Nev. ___, 245 P.3d
26 1138, 1139 (2010). The plaintiff bears the burden to file the Case Conference Report. NRCP
27 Rule 16.1(e)(2) and *Arnold v. Kip*, 123 Nev. 410, 414, 168 P.3d 1050 (2007).
28

1 //

2 NRCP Rule 16.1(e)(2) states "[i]f the plaintiff does not file a case conference report within
3 240 days after an appearance by a defendant, the case may be dismissed as to that defendant upon
4 motion or on the court's own initiative, without prejudice."

5 The Nevada Supreme Court has confirmed that cases should be dismissed where a plaintiff
6 fails to file a Case Conference Report within the required 240 days. See, Arnold, 123 Nev. 410;
7 and Moon, 245 P.3d 1138. In this case, Schleining made his first appearance on September 2,
8 2009 by filing his Answer to Iliescu's Third-Party Complaint. Iliescu thereafter had 240 days, or
9 until April 30, 2010, to file his Case Conference Report and avoid the consequences of Rule
10 16.1(e)(2). Iliescu failed to file a Case Conference Report during that time or at any time
11 thereafter.
12

13
14 The Motion was filed on November 2, 2011, more than 750 days after Schleining made his
15 first appearance in this action on September 2, 2009 and over 500 days after expiration of Rule
16 16.1(e)(2)'s 240 day deadline for filing a Case Conference Report.

17 The decision to dismiss an action without prejudice for a plaintiff's failure to comply with
18 requirements of NRCP Rule 16.1(e)(2) is within the sound discretion of the District Court. *Arnold*
19 *v. Kip, supra* at 415, 1053. NRCP Rule 16.1(e)(2) was adopted to promote the prosecution of
20 litigation within adequate timelines. The sanctions set out in Rule 16.1 exist to ensure compliance
21 with the specific deadlines identified in the Rule. *Id.*
22

23 In this case, the Court finds that Schleining made his first appearance in this litigation over
24 two years ago, that Iliescu never filed a Case Conference Report and that Iliescu's failure to do so
25 constitutes a gross violation of the requirements of NRCP Rule 16.1. The Court further finds that
26 Iliescu's failure to file the required Case Conference Report is unexcused and is the fault of Iliescu.
27
28

1 The Court has reviewed Iliescu's November 16, 2011 Response to the Motion. The Court
2 further finds that Iliescu had admitted that Iliescu has no substantive legal defense to the Motion.

3 The Court further finds that Iliescu consents to the grant of the Motion and to the dismissal
4 of Iliescu's claims against Schleining without prejudice.

5 **III. Conclusion**

6 For each of the foregoing reasons, the Court, in proper exercise of its discretion, hereby
7 enters the following order:
8

9 **NOW, THEREFORE, IT IS HEREBY ORDERED** that the Motion to Dismiss Third
10 Party Complaint filed by Third-Party Defendant Schleining on November 2, 2011 is **GRANTED**
11 and Third Party Plaintiff Iliescu's claims against Schleining are hereby **DISMISSED WITHOUT**
12 **PREJUDICE** pursuant to NRCP Rule 16.1(e)(2).
13

14
15 Dated this 22 day of November 2011.

16
17 

18 STEVEN P. ELLIOTT

19 District Court Judge
20
21
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23
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25
26
27
28

1 **CODE: 3995**

2 Gregory F. Wilson, Esq.

3 Nevada Bar No. 2517

4 WILSON & QUINT LLP

5 417 West Plumb Lane

6 Reno, Nevada 89509

7 Telephone: 775.786.7600

8 Facsimile: 775.786.7764

9 Email: gfwilson@wilsonquint.com

10 Attorneys for John Schleining

11 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

12 **IN AND FOR THE COUNTY OF WASHOE**

13 MARK B. STEPPAN,

14 Plaintiff,

15 v.

16 JOHN ILIESCU JR. and SONIA ILIESCU, as
17 Trustees of the JOHN ILIESCU, JR. AND SONNIA
18 ILIESCU 1992 FAMILY TRUST AGREEMENT;
19 JOHN ILIESCU, individually; DOES I-V, inclusive;
20 and ROE CORPORATIONS VI-X, inclusive,

21 Defendants.

Case No. CV07-00341

(Consolidated with
Case No. CV07-01021)

Dept. No. 10

22 AND RELATED CROSS-CLAIMS AND
23 THIRD-PARTY CLAIMS.

24 **STIPULATION AND ORDER**
25 **FOR DISMISSAL WITHOUT PREJUDICE**
26 **OF ALL CLAIMS BY JOHN SCHLEINING AGAINST HALE LANE PEEK DENNISON**
27 **AND HOWARD, HOLLAND & HART, LLP, AND R. CRAIG HOWARD**
28

1 **STIPULATION FOR DISMISSAL WITHOUT PREJUDICE**

2 This Stipulation is entered into by and between Cross-Claimant and Third-Party Plaintiff
3 JOHN SCHLEINING on the one hand ("SCHLEINING") and Cross-Defendant HALE LANE PEEK
4 DENNISON AND HOWARD, Third-Party Defendant HOLLAND & HART, LLP and Third-Party
5 Defendant R. CRAIG HOWARD on the other hand (collectively "HALE LANE").

6 This action, Case No. CV07-01021 consolidated with Case No. CV07-00341, is referred to as
7 the "Action".

8 SCHLEINING and HALE LANE are collectively referred to as the "Parties."

9 The Parties hereby stipulate, by and through their counsel of record, as follows:

10 1. SCHLEINING's Cross-Claim and Third-Party Complaint against HALE LANE filed
11 September 2, 2009 in the Action ("Complaint") shall be dismissed WITHOUT PREJUDICE with each
12 of the Parties to bear their own attorney fees and costs, except as provided in paragraph 2 below;

13 2. In the event SCHLEINING files a subsequent action against HALE LANE, arising
14 from the events, acts or omissions alleged in the Complaint ("Subsequent Action"), HALE LANE
15 shall have the right to seek their costs as defined in NRS 18.005 ("Costs") incurred in this Action as
16 though the court had granted HALE LANE's August 16, 2011 pending motion for summary judgment
17 against SCHLEINING. Such request shall be made by filing a memorandum of costs with the court
18 presiding over the Subsequent Action. SCHLEINING waives any claim that the memorandum of
19 costs was untimely. SCHLEINING reserves the right to move that HALE LANE's costs be retaxed.

20 ///

21 ///

22 ///

23 ///

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25 ///

26 ///

27 ///

1 IT IS SO STIPULATED.

2 Dated: December 22, 2011

3 WILSON & QUINT LLP

4
5 By: 
6 Gregory F. Wilson

7 417 West Plumb Lane
8 Reno, Nevada 89509
9 Telephone: 775.786.7600
Attorneys for John Schleining

10 Dated: December 22, 2011

11 LEMONS, GRUNDY & EISENBERG

12
13 By: 
14 Christopher M. Rusby

15 6005 Plumas Street 3rd Floor
16 Reno, Nevada 89519
17 Telephone: 775.786.6868
18 Attorneys for Hale Lane Peek Dennison and
19 Howard, Holland & Hart, LLP and R. Craig
Howard

20 **ORDER**

21 The Court, having considered the foregoing Stipulation of the Parties, and good cause
22 appearing,

23 IT IS SO ORDERED.

24 
25 Dated: ~~December~~ January 5, 2012

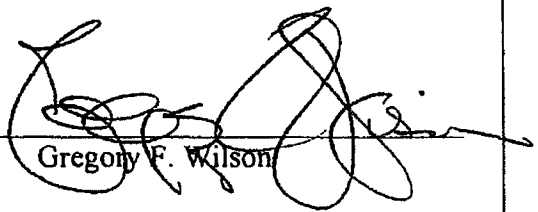
26 
27 DISTRICT COURT JUDGE
28

NRS 239B.030 AFFIRMATION

The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

Dated: December 22, 2011

By: _____


Gregory F. Wilson

WILSON & QUINT LLP
417 West Plumb Lane
Reno, Nevada 89509
Telephone: 775.786.7600
Attorneys for John Schleining

1 **2540**

2 David R. Grundy, Esq. SBN 864
3 LEMONS, GRUNDY & EISENBERG
4 6005 Plumas Street, Suite 300
5 Reno, Nevada 89519
6 Telephone: (775) 786-6868
7 Facsimile: (775) 786-9716

8 Attorneys for Third Party Defendants

9
10 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

11 **IN AND FOR THE COUNTY OF WASHOE**

12 MARK B. STEPPAN,

13 Plaintiff,

CONSOLIDATED

14 vs.

Case No.: CV07-00341

15 JOHN ILIESCU JR. and SONNIA ILIESCU, as
16 Trustees of the JOHN ILIESCU, JR. AND SONNIA
17 ILIESCU 1992 FAMILY TRUST AGREEMENT; JOHN
18 ILIESCU, individually; DOES I-V, inclusive; and ROE
19 CORPORATIONS VI-X, inclusive,

Dept. No.: 10

20 Defendants.

21
22 JOHN ILIESCU, JR. and SONNIA ILIESCU,
23 as Trustees of the JOHN ILIESCU, JR. AND
24 SONNIA ILIESCU 1992 FAMILY TRUST
25 AGREEMENT; JOHN ILIESCU, JR.,
26 individually; SONNIA ILIESCU, individually,

27 Third-Party Plaintiffs,

28 vs.

29 CONSOLIDATED PACIFIC DEVELOPMENT,
30 INC., a Nevada Corporation; DECAL
31 OREGON, INC., an Oregon Corporation;
32 CALVIN BATY, individually; JOHN SCHLEINING,
33 individually; HALE LANE PEEK DENNISON
34 AND HOWARD PROFESSIONAL CORPORATION,
35 a Nevada professional corporation, dba HALE
36 LANE; KAREN D. DENNISON; R. CRAIG
37 HOWARD; JERRY M. SNYDER; and DOES I
38 thru X,

39 Third-Party Defendants.

1 JOHN SCHLEINING,

2 Cross-Claimant,

3 vs.

4 HALE LANE PEEK DENNISON AND HOWARD
5 PROFESSIONAL CORPORATION, a Nevada
6 Professional corporation, dba HALE LANE
and DOES XXI - XXX, inclusive,

7 Cross-Defendant.
8

9 JOHN SCHLEINING,

10 Third-Party Plaintiff,

11 vs.

12 HOLLAND & HART, LLP, a professional
13 corporation, R. CRAIG HOWARD and DOES
XXXI - XL, inclusive,

14 Third-Party Defendants.
15

NOTICE OF ENTRY OF ORDER

16 PLEASE TAKE NOTICE that on September 1, 2011 an Order granting Third-Party
17 Defendant Hale Lane's Motion for Summary Judgment Regarding Third-Party Claims by John
18 Iliescu was entered. A copy of said Order is attached hereto as Exhibit 1.

19 The undersigned does hereby affirm that the preceding document does not contain
20 the social security number of any person.

21 DATED: September 1, 2011.

22
23 BY: 

24 David R. Grundy
25 LEMONS, GRUNDY & EISENBERG
26 6005 Plumas Street, Suite 300
27 Reno, Nevada 89519
28 Phone No.: (775) 786-6868
Attorneys for Third Party Defendants

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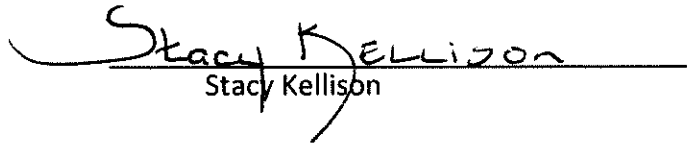
CERTIFICATE OF MAILING

Pursuant to NRCP 5(b), I certify that I am an employee of Lemons, Grundy & Eisenberg and that on September 1, 2011, I e-filed a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER** with the Clerk of the Court through the Court's electronic filing system and notice will be sent electronically by the Court to the following:

THOMAS HALL, ESQ.
for John Iliescu, Jr., Sonnia Iliescu

MICHAEL D. HOY, ESQ.
for Mark Steppan

GREGORY WILSON, ESQ.
for John Schleining


Stacy Kellison

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EXHIBIT LIST

EXHIBIT #	DESCRIPTION	# OF PAGES
1	Order Granting Third-Party Defendant Hale Lane’s Motion for Summary Judgment Regarding Third-Party Claims by John Iliescu	10

LEMONS, GRUNDY
& EISENBERG
6005 PLUMAS ST.
THIRD FLOOR
RENO, NV 89519
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FILED
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Howard W. Conyers
Clerk of the Court
Transaction # 2445663

EXHIBIT 1

EXHIBIT 1

1 Code: **3095**

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

9 MARK B. STEPPAN,

10 Plaintiff,

Case No: CV07-00341
(Consolidated with CV07-01021)

11
12 vs.

Dept. No.: 10

13 JOHN ILIESCU, JR. and SONNIA ILIESCU,
14 as Trustees of the JOHN ILIESCU, JR. AND
15 SONNIA ILIESCU 1992 FAMILY TRUST
16 AGREEMENT; JOHN ILIESCU, individually;
17 DOES I-V, inclusive; and ROE
CORPORATIONS VI-X, inclusive,

18 Defendants.
19
20

AND RELATED MATTERS.
21
22

**ORDER GRANTING THIRD-PARTY DEFENDANT HALE LANE'S MOTION FOR
SUMMARY JUDGMENT REGARDING THIRD-PARTY CLAIMS BY JOHN ILIESCU**

23 Presently before the Court is a Motion for Summary Judgment Regarding Third-Party
24 Claims by John Iliescu, filed by Third-Party Defendants HALE LANE PEEK DENNISON AND
25 HOWARD PROFESSIONAL CORPORATION, KAREN D. DENNISON, R. CRAIG HOWARD, and
26 JERRY M. SNYDER (hereinafter collectively referred to as "Defendants") on March 30, 2011.
27 Following, on July 22, 2011, Defendants filed a Supplement to Third-Party Defendant Hale
28 Lane's Motion for Summary Judgment Regarding Third-Party Claims by John Iliescu.

1 Thereafter, on August 18, 2011, Third-Party Plaintiffs JOHN ILIESCU, JR. and
2 SONNIA ILIESCU, individually, and as Trustee of the John Iliescu, Jr. and Sonnia Iliescu
3 1992 Family Trust (hereinafter collectively referred to as "Plaintiffs") filed an Opposition
4 and Response to Third-Party Defendant Hale Lane's Motion for Summary Judgment
5 Regarding Third-Party Claims by John Iliescu. Subsequently, on August 29, 2011,
6 Defendants filed a Reply in Support of Motion for Summary Judgment Regarding Third-
7 Party Claims by John Iliescu. Contemporaneously with their Reply, Defendants also filed a
8 Request for Submission, thereby submitting the matter for the Court's consideration. Later
9 that same day, Plaintiffs filed an Opposition to Supplement to Third-Party Defendant Hale
10 Lane's Motion for Summary Judgment Regarding Third-Party Claims by John Iliescu.

11 **I. Factual & Procedural Background**

12 This matter comes before the Court as the result of a 2005 property transaction that
13 fell through, involving a parcel of property located in downtown Reno, which Plaintiffs
14 owned and was to be developed by a group of developers headed by Consolidated Pacific
15 Development, Inc. (hereinafter "Developers"). As part of that transaction, Plaintiffs agreed
16 to sell the parcel of property at issue to the Developers, who would then use the property
17 to construct a high-rise condominium project known as Wingfield Tower.

18 The Developers first contacted Plaintiffs about purchasing the parcel of property in
19 July of 2005, when the Developers contacted Plaintiffs through their broker, Sam Canglia.
20 Following this contact, on July 29, 2005, the Developers and Plaintiffs, acting without the
21 assistance of counsel, executed a form agreement prepared by Dick Johnson in order to
22 facilitate the sale of the property. That contract provided that Developers would purchase
23 the property from Plaintiffs for \$7.5 million, with a \$500,000 non-refundable cash deposit
24 to be paid to Plaintiffs in advance, as well as Plaintiffs receiving a 3,750 square foot
25 penthouse and four parking spaces, valued at \$2.2 million, upon the completion of
26 construction. However, the sale was contingent upon Developers obtaining the necessary
27 entitlement and permits from the City of Reno, with which Plaintiffs were to assist.
28 Furthermore, the Contract afforded Developers 270 days to obtain the requisite

1 entitlements, while allowing an extension of time at the cost of \$50,000 per 30 days;
2 otherwise, the Developers would forfeit their \$500,000 deposit.

3 Following the execution of the form contract, the Parties realized that it was
4 inadequate for the magnitude of the deal they were entering into. Consequently, the
5 Parties elected to hire legal counsel to assist in supplementing the contract. As a result,
6 Dick Johnson brought the contract to Ms. Dennison, who then prepared Addendum No. 3,
7 which sought to clarify the contract and its terms. Included in these clarifications was a
8 clause that recognized obtaining the necessary entitlements was a condition precedent to
9 the completion of the sale, and that the Developers would use their "best efforts and
10 reasonable diligence to satisfy all Conditions Precedent." Addendum No. 3 further specified
11 Plaintiffs' interest in completing the sale because of their ability to select the penthouse of
12 their choice. Following, on October 8, 2005, the Parties executed Addendum No. 3.

13 Thereafter, the Developers sought an architect to help in obtaining the required
14 entitlements. In doing so, the Developers hired Fisher Friedman & Associates, to design
15 the building, prepare the architectural plans, and present the information to the Reno City
16 Council for approval, which it did. Nevertheless, during this process, Plaintiffs signed a
17 conflict waiver permitting Defendants to assist Developers in obtaining the necessary
18 entitlements. Moreover, Plaintiffs actively participated in the application process by
19 submitting an affidavit permitting Developers to submit an application to the City of Reno
20 on Plaintiffs' behalf and by attending all public hearings on the matter. Subsequently, the
21 City acted to approve the project and authorized the necessary entitlements.

22 Then, some sixteen months following the commencement of the project, Developers
23 defaulted when they were unable to obtain the necessary financing to conclude the sale of
24 the property. As a consequence of this default, Developers were unable to pay Fisher
25 Friedman & Associates for the services rendered. This caused Fisher Friedman &
26 Associates to file a \$1.8 million mechanics lien against the property.

27 Following the recording of this lien, the Parties approached Defendants to help
28 resolve the issue. In doing so, the Parties executed a second conflict waiver. Defendants

1 then brokered an indemnity agreement between the Parties, whereby Developers,
2 including Co-Third Party Defendant John Schleining, agreed to indemnify Plaintiffs against
3 any harm that might occur as a result of the lien. Furthermore, the indemnity agreement
4 also provided that Developers would work to discharge the lien on Plaintiffs' behalf at no
5 expense to Plaintiffs. As a result, acting on Plaintiffs' behalf, Defendants then filed an
6 application for release of the lien. This in turn caused Fisher Friedman & Associates to file
7 a complaint against Plaintiffs in order to foreclose on the lien.

8 Subsequently, on September 27, 2007, Plaintiffs filed their third-party complaint
9 against Defendants, alleging causes of action for legal malpractice and negligence.
10 Plaintiffs premised their third-party complaint on allegations that Defendants committed
11 legal malpractice by failing to file a Notice of Nonresponsibility pursuant to NRS 108.234.
12 Defendants have now moved for summary judgment on the matter, arguing that Plaintiffs'
13 claims fail as a matter of law, as there is no evidence of causation or that Plaintiffs suffered
14 damages. Moreover, Defendants assert that because Plaintiffs executed two conflict
15 waivers, any claim relating to a conflict of interest must fail. Finally, Defendants assert that
16 the Court should dismiss Plaintiffs' claims for failure to comply with NRCP 16.1.

17 **II. Standard of Review**

18 A court should only grant summary judgment when, based upon the pleadings and
19 discovery on file, no genuine issue of material fact exists for trial and the moving party is
20 entitled to judgment as a matter of law. NRCP 56(c). A genuine issue of material fact
21 exists when a reasonable jury could return a verdict in favor of the nonmoving party.
22 *Kopicko v. Young*, 114 Nev. 1333, 1336, 971 P.2d 789, 790 (1998). Summary judgment is
23 properly regarded not as a disfavored procedural shortcut, but rather as an integral part of
24 civil procedure as a whole. *Celotex Corp. v. Catrett*, 477 U.S. 317, 327, 106 S.Ct. 2548,
25 2555 (1986).

26 In reviewing a motion for summary judgment, the Court must view the evidence,
27 and any reasonable inference drawn there from, in the light most favorable to the
28 nonmoving party. *Lipps v. S. Nev. Paving*, 116 Nev. 497, 498, 998 P.2d 1183, 1184

1 (2000). However, the nonmoving party may not avoid summary judgment by relying "on
2 the gossamer threads of whimsy, speculation, and conjecture." *Pegasus v. Reno*
3 *Newspapers, Inc.*, 118 Nev. 706, 713-14, 57 P.3d 82, 87 (2002) (quoting *Collins v. Union*
4 *Fed. Sav. & Loan*, 99 Nev. 284, 302, 662 P.2d 610, 621 (1983). Rather, the nonmoving
5 party must, by affidavit or otherwise, set forth specific facts demonstrating the existence of
6 a genuine issue for trial. *Pegasus*, 118 Nev. at 713, 57 P.3d at 87.

7 **III. Legal Analysis**

8 As noted above, Defendants presently seek an order from the Court granting
9 summary judgment on Plaintiffs' claims for legal malpractice and negligence. Specifically,
10 Defendants argue that the claims of Plaintiffs fail as a matter of law because Plaintiffs were
11 not eligible to file a Notice of Nonresponsibility as they were "Interested Owners," and
12 thus, no evidence of causation exists. In addition, Defendants assert that even if Plaintiffs
13 were not "Interested Owners," no evidence of damages exists because Plaintiffs received a
14 substantial benefit from the actions of Fisher Friedman & Associates, and because
15 Defendants and Mr. Schleining have reached an agreement releasing the lien without any
16 cost to Plaintiffs. Furthermore, Defendants assert that because Plaintiffs executed two
17 conflict waivers, any claim relating to a conflict of interest must fail. Finally, as an
18 alternative theory, Defendants assert that pursuant to NRCP 16.1(e), the Court should
19 dismiss Plaintiffs' claims as Plaintiffs failed to file a case conference report within 240 days
20 following Defendants' appearance as required by NRCP 16.1(c).

21 In opposition to Defendants' arguments, Plaintiffs merely assert that Defendants
22 breached the legal duties owed to Plaintiffs by failing to advise Plaintiffs to avoid actively
23 participating in the sale of the property. In addition, Plaintiffs assert that the Court should
24 not dismiss their claims pursuant to NRCP 16.1 because this matter has been ongoing for
25 the past four years and there is still time to hold a case conference report. The Court will
26 address each matter as follows:

27 ///

28 ///

1 **a. Conflict of Interest**

2 As it pertains to Plaintiffs' claims regarding a conflict of interest, Defendants argue
3 that such claims must fail as a matter of law because Plaintiffs suffered no compensable
4 harm as a result of the conflict and because Plaintiffs knowingly executed two conflict
5 waivers in accordance with NRPC 1.7(b), waving the conflict of which Plaintiffs now
6 complain. To this argument, Plaintiffs have not raised any opposition. Accordingly, the
7 Court must find that Defendants' Motion, as it relates to the conflict of interest claims, is
8 meritorious. Accordingly, to the extent Defendants seek summary judgment on this issue,
9 their Motion shall be granted.

10 **b. Legal Malpractice & Negligence**

11 In order to recover under the theories of legal malpractice and negligence, Plaintiffs
12 must demonstrate: (1) the existence of an attorney client relationship; (2) a duty owed to
13 the client by the attorney to use such skill prudence, and diligence as lawyers of ordinary
14 skill and capacity possess in exercising and performing the tasks which they undertake; (3)
15 a breach of that duty; (4) that the lawyer's negligence was the proximate cause of the
16 client's damages; and (5) actual loss or damage resulting from the negligence. *Mainor v.*
17 *Nault*, 120 Nev. 750, 774, 101 P.3d 308, 324 (2004). Accordingly, where there is no
18 evidence of causation or damages, a claim for legal malpractice or negligence must fail as
19 a matter of law.

20 In the instant case, Plaintiffs assert that Defendants breached the duty of care owed
21 to Plaintiffs by failing to file a Notice of Nonresponsibility and by failing to advise Plaintiffs
22 not to actively participate in the sale of the property at issue. Plaintiffs further assert that
23 this caused them to suffer damages, in that Defendants' failure permitted Fisher Friedman
24 & Associates to file a lien against Plaintiffs' property and forced Plaintiffs to incur the legal
25 expenses of fighting that lien. In contrast, Defendants assert that when they became
26 involved in the matter, Plaintiffs had already become active participants in the sale of the
27 property, and therefore, there is nothing Defendants could have done to protect Plaintiffs'
28 interests. Accordingly, the proper question before the Court is whether Plaintiffs were

1 eligible for the protections afforded by a Notice of Nonresponsibility at the time Defendants
2 became involved in the case.

3 Pursuant to NRS 108.234(2), a "disinterested owner" can avoid a lien from attaching
4 to his property by filing a Notice of Nonresponsibility within three days after learning that
5 improvements are being made to his property. However, in order to qualify as a
6 "disinterested owner" the property owner must be one who: "(a) Does not record a notice
7 of waiver as provided in NRS 108.2405; and (b) Does not personally or through an agent
8 or representative, directly or indirectly, contract for or cause a work of improvement, or
9 any portion thereof, to be constructed, altered or repaired upon the property or an
10 improvement of the owner." NRS 108.234(7).

11 As applied to the instant matter, this Court must find that Plaintiffs were no longer
12 "disinterested owners" at the time Defendants became involved in the case. This is
13 because the undisputed evidence before the Court demonstrates that Plaintiffs entered into
14 a contract with Developers for improvements to the property even before Defendants
15 became involved in the matter. Plaintiffs negotiated and signed this contract by
16 themselves. Furthermore, that contract contained language that required Plaintiffs to
17 participate actively in the development of the property. Specifically, the language within
18 the original contract made the offer contingent upon obtaining the necessary government
19 approvals, with which Plaintiffs were required to assist. Moreover, the Court will note that
20 as a result of those negotiations, Plaintiffs were to receive some \$7.5 million in payments
21 and a penthouse valued at approximately \$2.2 million. Accordingly, these actions clearly
22 demonstrate that Plaintiffs personally contracted for and were to benefit from the
23 improvements to their property, thus making Plaintiffs "interested owners" before
24 Defendants had any part in the matter.

25 It was only after Plaintiffs and Developers completed their negotiations that
26 Defendants became involved in the matter in order to "fine tune" the agreement.
27 However, because Plaintiffs had already become "interested owners" at that point in time,
28 there is nothing Defendants could have said or done to avoid the existing contract. See

1 *Howard S. Wright Construction Co. v. Superior Court*, 106 Cal.App.4th 314, 321, 130
2 Cal.Rptr.2d 641 (2003); *see also Verdi Lumber Co. v. Bartlett*, 40 Nev. 317, 161 P. 933,
3 934-35 (1916). Therefore, the Court must conclude that Defendants' alleged malpractice
4 was not the cause of Plaintiffs' injuries. Furthermore, there is nothing more Plaintiffs could
5 allege to fix this problem. Consequently, the Court believes that the grant of summary
6 judgment in favor of Defendants is appropriate.

7 **c. NRCP 16.1**


8 As a final matter, the Court will turn its attention to those NRCP 16.1 arguments
9 raised by Defendants. Under this rule, once the parties hold their early case conference,
10 the plaintiff must file a case conference report within 30 days thereof. NRCP 16.1(c); *see*
11 *also Moon v. McDonald Carano & Wilson*, 245 P.3d 1138, 1139 (Nev. 2010). If the plaintiff
12 fails to make such a filing within 240 days following the defendant's first appearance, upon
13 motion or its own initiative, the Court may dismiss the case without prejudice as to that
14 defendant. NRCP 16.1 (e)(2).

15 As applied to the instant matter, this Court must find that the claims of Plaintiffs are
16 subject to dismissal pursuant to NRCP 16.1(e)(2). As the Court recognized above, it was
17 on September 27, 2007, that Plaintiffs filed their third-party complaint against Defendants.
18 However, because of a stipulation between the Parties, Defendants did not file their answer
19 until October 7, 2009. Based on this date, Plaintiffs had at the latest, until June 4, 2010, to
20 file their case conference report. Nevertheless, as of August 30, 2011, Plaintiffs have yet
21 to file the required report. Accordingly, more than 690 days have passed since Defendants'
22 appearance without Plaintiffs having filed their case conference report as required by NRCP
23 16.1(c). Furthermore, Plaintiffs have not offered a single reason for their failure to do so.
24 Instead, Plaintiffs merely assert that this matter has been ongoing for more than four years
25 and that there is still time to file a report following another case conference. In the Court's
26 view, such an argument is unpersuasive and fails to justify Plaintiffs' failure. Given this
27 analysis, the Court is inclined to grant Defendants' Motion.

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NOW, THEREFORE, IT IS HEREBY ORDERED that Defendants' Motion for Summary Judgment Regarding Third-Party Claims by John Iliescu is **GRANTED**.


STEVEN P. ELLIOTT
District Judge

CERTIFICATE OF MAILING

I hereby certify that I electronically filed the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:

GREGORY WILSON, ESQ. for JOHN SCHLEINING

THOMAS HALL, ESQ. for TRUSTEE OF THE JOHN ILIESCU, JR. & SONNIA ILIESCU, JOHN ILIESCU, JR., SONNIA ILIESCU

DAVID GRUNDY, ESQ. for KAREN DENNISON, HOLLAND & HART, LLP, JERRY SNYDER, R. HOWARD, HALE LANE PEEK DENNISON HOWARD

MICHAEL HOY, ESQ. for MARK STEPPAN

DATED this 31 day of August, 2011.



HEIDI HOWDEN
Judicial Assistant

Code 2540

Thomas J. Hall, Esq.
Nevada State Bar No. 675
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Attorney for John Iliescu, Jr.
and Sonnia Iliescu and The John
Iliescu, Jr. and Sonnia Iliescu
1992 Family Trust

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

MARK B. STEPPAN,

Case No.: CV07-00341

Plaintiff,

Dept. No.: 10

v.

Consolidated with:

JOHN ILIESCU, JR. and SONNIA
ILIESCU, as Trustees of the JOHN
ILIESCU, JR. AND SONNIA ILIESCU
1992 FAMILY TRUST AGREEMENT; JOHN
ILIESCU, individually; DOES I-V,
inclusive; and ROE CORPORATIONS
VI-X, inclusive,

Case No.: CV07-01021

Dept. No.: 10

Defendants.

AND RELATED CROSS-CLAIMS AND
THIRD-PARTY CLAIMS. /

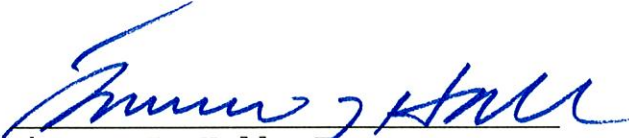
NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that on the 25th day of October, 2011,
this Court entered its Order Granting Defendants Iliescus'
Motion to Dismiss. A copy of said Order is attached hereto as
Exhibit 1.

1 The undersigned does hereby affirm that the preceding
2 document does not contain the social security number of any
3 person.

4 DATED this 27th day of October, 2011.

5 LAW OFFICES OF THOMAS J. HALL

6
7
8 

9 Thomas J. Hall, Esq.

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16 Attorney for Iliescus
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David R. Grundy, Esq.
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DATED this 27th day of October, 2011.


Misti A. Hale

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EXHIBIT LIST

Exhibit 1: Order Granting Defendants Iliescus' Motion to Dismiss.

FILED
Electronically
10-27-2011:02:54:38 PM
Howard W. Conyers
Clerk of the Court
Transaction # 2558720

EXHIBIT 1

EXHIBIT 1

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

* * *

MARK B. STEPPAN,

Plaintiff,

vs.

Case No: CV07-00341
(Consolidated with CV07-01021)

Dept. No.: 10

JOHN ILIESCU, JR. and SONNIA ILIESCU,
as Trustees of the JOHN ILIESCU, JR. AND
SONNIA ILIESCU 1992 FAMILY TRUST
AGREEMENT; JOHN ILIESCU, individually;
DOES I-V, inclusive; and ROE
CORPORATIONS VI-X, inclusive,

Defendants.

AND RELATED MATTERS.

ORDER GRANTING DEFENDANTS ILIESCUS' MOTION TO DISMISS

Presently before the Court is a Motion to Dismiss filed by Defendants JOHN ILIESCU, JR. AND SONNIA ILIESCU, AS TRUSTEES OF THE JOHN ILIESCU, JR. AND SONNIA ILIESCU 1992 FAMILY TRUST AGREEMENT AND JOHN ILIESCU, INDIVIDUALLY (hereinafter collectively referred to as "Defendants"), filed on September 3, 2011. The Motion to Dismiss seeks dismissal of all claims against Defendants by Plaintiff Mark B. Stepan (hereinafter referred to as "Plaintiff"). Plaintiff filed an Opposition to Iliescu's

1 Motion to Dismiss on September 16, 2011. Subsequently, Defendants filed a Reply in
2 Support of Motion to Dismiss on September 22, 2011. Contemporaneously with their
3 Reply, Defendants also filed a Request for Submission.

4 **I. Factual and Procedural Background.**

5 This matter comes before the Court as the result of a 2005 property transaction that
6 failed to close. The transaction involved several parcels of real property located in
7 downtown Reno (hereinafter the "Property"), which Defendants owned and were to be sold
8 to or developed by a group of developers headed by Consolidated Pacific Development,
9 Inc. (hereinafter the "Developers").

10 On July 29, 2005, Defendants entered into a Purchase Agreement (hereinafter the
11 "Agreement") with Developers for the sale of the Property. The parties intended that after
12 purchasing the Property, the Developers would develop the Property into a high-rise
13 condominium project to be known as Wingfield Tower (hereinafter the "Project"). The sale
14 was expressly contingent upon Developers obtaining all the necessary entitlements and
15 permits for the project from the City of Reno (hereinafter the "Governmental Approvals").

16 Following various modifications to the Agreement by addenda, the Developers
17 sought assistance from an architect to help obtain the Governmental Approvals. Plaintiff,
18 an architect licensed in Nevada, and his California firm, Fisher-Friedman & Associates, were
19 retained by Developers on a time and materials basis to conceptually design the Project, to
20 prepare certain schematic drawings and to present these drawings to the Reno Planning
21 Commission and to the Reno City Council in support of gaining Governmental Approvals for
22 the Project.

23 The Developers paid some \$430,870.00 to Plaintiff as full compensation for the work
24 done on a time and materials basis. The Developers later signed a more extensive
25 architectural agreement with Plaintiff which included a percentage-based form of
26 compensation for the Project to be built in the future.

27 At some point during the entitlement phase of the Project, Developers defaulted on
28 the Agreement when they were unable to obtain the necessary financing to conclude the

1 purchase of the Property. This gave rise to a Notice of Lien filed by Plaintiff on November
2 7, 2006, in the amount of \$1,783,548.85, which was later amended on May 3, 2007, to
3 reflect an amount claimed of \$1,939,347.51.

4 Defendants filed an Application for Release of Mechanic's Lien in Case No. CV07-
5 00341 on February 14, 2007. Plaintiff in turn filed a Complaint against Defendants to
6 Foreclose Mechanic's Lien in Case No. CV07-01021 on May 4, 2007, (hereinafter the
7 "Complaint"). The cases were consolidated by Court Order on September 24, 2007.
8 Defendants filed an Answer to the Complaint on September 27, 2007 (hereinafter the
9 "Answer").

10 The parties held an Early Case Conference on February 21, 2008, followed by an off-
11 the-record Case Management Conference with District Judge Brent Adams the following
12 day. Plaintiff failed to file a Case Conference Report at any time following the Early Case
13 Conference held on February 21, 2008. The parties then filed cross motions for partial
14 summary judgment, and following the Court's grant of partial summary judgment in favor
15 of Plaintiff on June 22, 2009, the parties held a second Early Case Conference on October
16 13, 2009. Plaintiff failed to file a Case Conference Report at any time following the October
17 13, 2009 Case Conference. These facts led to the Court's consideration of Defendant's
18 Motion to Dismiss pursuant to NRCP 16.1(e)(2).

19 **II. Legal Analysis.**

20 NRCP 16.1(b)(1) requires the parties to complete an Early Case Conference within
21 30 days after the filing of an answer by the first answering defendant, unless the case is
22 either in the court annexed arbitration program or in the short trial program. Under certain
23 circumstances, the Early Case Conference may be continued up to 180 days following an
24 appearance by the defendant. *Id.* NRCP 16.1(c) requires the filing of a Case Conference
25 Report by the parties within 30 days after each Case Conference to facilitate discovery
26 among the parties. *Moon v. McDonald Carano & Wilson*, 126 Nev. Adv. Op. 47, 245 P.3d
27 1138, 1139 (Nev. 2010).

1 NRCP 16.1(e)(2) provides as follows:

2 **(e) Failure or Refusal to Participate in Pretrial Discovery;**
3 **Sanctions.**

4 (2) If the plaintiff does not file a case conference report within 240
5 days after an appearance by a defendant, the case may be dismissed as to
6 that defendant upon motion or on the court's own initiative, without
7 prejudice.
8

9 Plaintiff has not filed a Case Conference Report at any time since Defendants filed
10 an Answer on September 27, 2007. A Case Conference Report should have been filed on
11 or before March 22, 2008, or 30 days following the Early Case Conference held on February
12 21, 2008. In addition, a Case Conference Report should also have been filed on or before
13 November 12, 2009 (within 30 days following the October 13, 2009 Case Conference).
14 More than 1,489 days have passed since Defendants' first appearance in this matter. More
15 than 1,312 days have passed since the initial Case Conference Report was due. More than
16 712 days have passed since the subsequent Case Conference Report was due. A Case
17 Conference Report has yet to be filed. Thus, as of October 25, 2011, the Plaintiff is
18 exceedingly delinquent with respect to his obligations to file Case Conference Reports
19 under NRCP 16.1(c).

20 The decision to dismiss an action without prejudice for a plaintiff's failure to comply
21 with the timing requirements of NRCP 16.1(e)(2) remains within the district court's
22 discretion. *Arnold v. Kip*, 123 Nev. 410, 415, 168 P.3d 1050, 1053 (2007). NRCP
23 16.1(e)(2) was adopted to promote the prosecution of litigation within adequate timelines
24 and the sanctions exist to ensure compliance with the specific deadlines identified in the
25 Rule. *Id.*

26 In this case, the Court finds that Plaintiff's lengthy delay in filing the required Case
27 Conference Reports, which have never been filed, is excessive and is a gross violation of
28 the requirements of NRCP 16.1. The Court finds that the delay in filing is the responsibility

1 of Plaintiff and that the Defendants have neither induced nor caused the delay. The Court
2 further finds that nearly four and one-half years have passed since Plaintiff filed his
3 Complaint without resolution, adversely impacting the timely prosecution of the case.

4 Plaintiff presents, as evidence of good cause for the absence of filing Case
5 Conference Reports, several arguments. Plaintiff first argues that dismissal of his
6 Complaint, without prejudice, is improper, because the case has, for all practical purposes,
7 been conducted as "complex litigation" under NRCP 16.1(f), which states as follows:

8 **(f) Complex Litigation.**

9 In a potentially difficult or protracted action that may involve complex issues,
10 multiple parties, difficult legal questions, or unusual proof problems, the court
11 may, upon motion and for good cause shown, waive any or all of the
12 requirements of this rule. If the court waives all the requirements of this
13 rule, it shall also order a conference pursuant to Rule 16 to be conducted by
14 the court or the discovery commissioner.
15

16 The Court finds that while the present case includes several parties, it does not
17 involve complex issues, difficult legal questions or unusual problems of proof. The primary
18 issue in the case between Plaintiff and Defendants centers around an uncomplicated
19 mechanic's lien claim and third party claims of malpractice and indemnification flowing
20 from the underlying mechanic's lien claim. Furthermore, the malpractice and
21 indemnification claims are collateral to the Plaintiff's mechanic's lien case and beyond its
22 focus. No party to the action has filed a motion requesting that the Court waive any
23 requirements of NRCP 16.1, nor has good cause for such waiver been demonstrated. No
24 designation of Complex Litigation has been sought or made. The Court finds that the
25 requirements of NRCP 16.1 are applicable to Plaintiff's case.

26 Plaintiff also claims that dismissal without prejudice is improper as discovery was
27 stayed by the Court as to the Defendants' claims against third-party defendant Hale Lane.
28 The Court finds this argument to be unpersuasive. The stay only applied to Defendants'

1 third-party claims against Hale Lane and did not affect discovery between Plaintiff and
2 Defendants in the prosecution of Plaintiff's primary claim. As such, Plaintiff was required to
3 comply with the requirements of NRCP 16.1 at all times during the case, including any stay
4 of the discovery period for the collateral issues between Defendants and Hale Lane.

5 On September 1, 2011, this Court dismissed Defendants' Third Party Complaint
6 against their former attorneys, Hale Lane, for a significantly less flagrant violation of Rule
7 16.1. The Court's determination in this Motion to Dismiss is consistent with that ruling, and
8 the Court disagrees with Plaintiff's argument that neither party should be subject to
9 dismissal without prejudice under NRCP 16.1(e)(2).

10 Plaintiff also seeks to exonerate his noncompliance with NRCP 16.1(c) by claiming
11 that Defendants waived their right to seek dismissal by participating in case management
12 conferences and by otherwise failing to raise the issue prior to the filing of their Motion to
13 Dismiss. Plaintiff's argument is also unpersuasive, as its acceptance by the Court would
14 create a situation where the requirements of NRCP 16.1(c) would be rendered largely
15 meaningless if the Defendants' acquiescent conduct exonerated Plaintiff's compliance with
16 NRCP 16.1. This conclusion is inconsistent with case law interpreting the purpose and
17 application of the rule, and the Plaintiff's obligation to comply therewith. *Arnold v. Kip*, 123
18 Nev. 410, 415, 168 P.3d 1050, 1053 (2007) (noting that dismissal under NRCP 16.1(e)(2)
19 does not require a defendant to demonstrate prejudice, as such result would largely
20 eviscerate the rule because it would allow plaintiffs to exceed the deadline for filing a case
21 conference report as long as the defendant could not demonstrate prejudice).

22 Plaintiff finally argues that dismissal of his Complaint, without prejudice, would be
23 unjust as it would effectively bar Plaintiff's claims by virtue of the expired statute of
24 limitations for Plaintiff's claims. NRS 108.233(1)(a). Plaintiff's argument incorporates the
25 premise that dismissal of the claims based upon a violation of NRCP 16.1(e)(2) "elevates
26 technical form over equity and substantive justice." The Court is similarly unpersuaded by
27 Plaintiff's argument. This Court's consideration of a motion to dismiss without prejudice
28 under NRCP 16.1(e)(2) should address factors that promote the purpose of the rule, rather

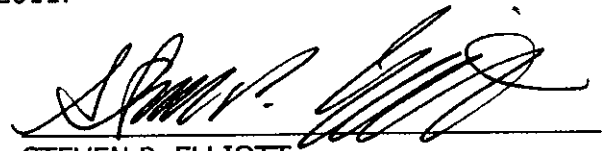
1 than factors that focus on the consequences to the plaintiff resulting from his or her failure
2 to comply with the rule. *Arnold v. Kip*, 123 Nev. at 416 ("neither is the district court
3 required to consider the plaintiff's inability to pursue his claim after an NRCP 16.1(e)(2)
4 dismissal because the statute of limitations may expire").

5 **III. Conclusion.**

6 In its Order Granting Third-Party Defendant Hale Lane's Motion for Summary
7 Judgment Regarding Third-Party Claims by John Iliescu dated September 1, 2011, this
8 Court found it appropriate to dismiss Iliescu's Third-Party Complaint against Hale Lane for
9 failure to timely file a Case Conference Report. Here, 1,489 days have passed since
10 Defendants' filing of their Answer and 712 days have passed since Plaintiff was required to
11 file its last Case Conference Report. The Court, as a proper exercise of its discretion,
12 hereby enters the following order:

13 **NOW, THEREFORE, IT IS HEREBY ORDERED** that Defendants' Motion to
14 Dismiss Plaintiff's claims is **GRANTED**. Plaintiff's claims are hereby **DISMISSED**
15 **WITHOUT PREJUDICE** pursuant to NRCP 16.1(e)(2).

16 DATED this 25 day of October, 2011.

17
18 
19 STEVEN P. ELLIOTT
20 District Judge
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28

CERTIFICATE OF MAILING

I hereby certify that I electronically filed the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:

GREGORY WILSON, ESQ. for JOHN SCHLEINING

THOMAS HALL, ESQ. for JOHN ILIESCU, JR. and SONNIA ILIESCU, as Trustees of the JOHN ILIESCU, JR. & SONNIA ILIESCU 1992 FAMILY TRUST AGREEMENT, and JOHN ILIESCU, JR., individually

DAVID GRUNDY, ESQ. for KAREN DENNISON, HOLLAND & HART, LLP, JERRY SNYDER, R. HOWARD, HALE LANE PEEK DENNISON HOWARD

MICHAEL HOY, ESQ. for MARK STEPPAN

DATED this 25 day of October, 2011.



HEIDI HOWDEN
Judicial Assistant

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10 Attorneys for John Schleining

11
12 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
13 **IN AND FOR THE COUNTY OF WASHOE**

14 MARK B. STEPPAN,

Case No. CV07-00341

15 Plaintiff,

(Consolidated with
Case No. CV07-01021)

16 vs.

Dept. No. 10

17 JOHN ILIESCU JR. and SONIA ILIESCU, as
18 Trustees of the JOHN ILIESCU, JR. AND SONNIA
19 ILIESCU 1992 FAMILY TRUST AGREEMENT;
20 JOHN ILIESCU, individually; DOES I-V, inclusive;
21 and ROE CORPORATIONS VI-X, inclusive,

22 Defendants.

23
24 AND RELATED CROSS-CLAIMS AND
25 THIRD-PARTY CLAIMS.

26 **NOTICE OF ENTRY OF ORDER**

27 PLEASE TAKE NOTICE that on the 22nd day of November, 2011, this Court entered its
28 Order Granting Third Party Defendant John Schleining's Motion to Dismiss. A copy of said order
is attached hereto as Exhibit 1.

The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

DATED this 22nd day of November, 2011.

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Patricia Wilson
Patricia Wilson

INDEX TO EXHIBIT(S)

<u>Exhibit No.</u>	<u>Document</u>	<u>Number of Pages</u>
1	Order Granting Third Party Defendant John Schleining's Motion to Dismiss, filed November 22, 2011	6

FILED
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Craig Franden
Clerk of the Court
Transaction # 2606048

EXHIBIT 1

EXHIBIT 1

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

MARK B. STEPPAN,

Case No. CV07-00341

Plaintiff,

(Consolidated with
Case No. CV07-01021)

vs.

Dept. No. 10

JOHN ILIESCU JR. and SONIA ILIESCU, as
Trustees of the JOHN ILIESCU, JR. AND SONNIA
ILIESCU 1992 FAMILY TRUST AGREEMENT;
JOHN ILIESCU, individually; DOES I-V, inclusive;
and ROE CORPORATIONS VI-X, inclusive,

Defendants.

AND RELATED CROSS-CLAIMS AND
THIRD-PARTY CLAIMS.

ORDER GRANTING THIRD PARTY DEFENDANT JOHN SCHLEINING'S

MOTION TO DISMISS

Presently before the Court is a Motion to Dismiss Third Party Complaint ("Motion") filed by Third Party Defendant John Schleining ("Schleining") on November 2, 2011. The Motion seeks dismissal without prejudice of all claims against Schleining filed by John Iliescu, Jr. and Sonnia Iliescu, as Trustees of the John Iliescu, Jr. and Sonnia Iliescu 1992 Family Trust Agreement and John Iliescu individually (collectively "Iliescu").

1 The Motion is made on grounds that more than 750 days have passed since Schleining
2 made his first appearance in this action, that Iliescu never filed a Case Conference Report as
3 required by NRCP Rule 16.1 and that Iliescu's Third Party Complaint should therefore be
4 dismissed without prejudice pursuant to NRCP Rule 16.1(e)(2).

5 On November 16, 2011, Iliescu filed his Response to Motion to Dismiss ("Response").
6 Iliescu's Response stated that "Iliescu has no substantive legal defense to the position of Third
7 Party Defendant John Schleining" and that "the Court should grant the Motion and dismiss
8 Iliescu's claims against John Schleining, all without prejudice."

9 Later on November 16, 2011, Schleining filed his Request for Submission ("Request").
10 Schleining's Request stated that "[b]ased upon Iliescu's Response, John Schleining elects not to file
11 a reply in support of the Motion and requests that the Motion be submitted to the Court for
12 decision." For the reasons set out below, the Court grants the Motion.

13
14
15 **I. Procedural and Factual Background**

16 The pleadings and papers on file herein reflect that this matter arises from a failed real
17 property development and recordation of a mechanic's lien on the subject property. Plaintiff Mark
18 B. Steppan ("Steppan") is an architect licensed in Nevada and an employee of the California
19 architectural firm Fisher-Friedman & Associates ("Fisher-Friedman"). Third Party Plaintiff Iliescu
20 is the owner of the subject undeveloped real property in downtown Reno (the "Iliescu Property").
21 A group of developers headed by non-party Consolidated Pacific Development, Inc. (collectively
22 "Developers") planned to purchase and develop the Iliescu Property. Third-Party Defendants Hale
23 Lane Peek Dennison & Howard, Professional Corporation, Karen Dennison, Craig Howard and
24 Jerry Snyder and cross-defendants Holland & Hart LLP and Craig Howard (collectively "Hale
25 Lane") represented numerous persons and entities regarding development of the Iliescu Property.
26
27
28

1 Third-Party Defendant Schleining, a part owner of one of the non-party Developers, signed a
2 December 8, 2006 indemnity agreement prepared by Hale Lane in favor of Iliescu.

3 In July 2005, Iliescu entered into a written contract with Developers for the sale of the
4 Iliescu Property. The proposed sale was contingent upon Developers obtaining the necessary
5 entitlements and permits from the City of Reno ("Governmental Approvals"). The Developers
6 planned to develop the Iliescu Property into a high-rise condominium project to be known as
7 Wingfield Towers ("the Project").
8

9 Developers sought the assistance of architects to help obtain the Governmental Approvals.
10 The California based architectural firm Fisher-Friedman worked on a time and materials basis to
11 conceptually design the Project, prepare certain schematic drawings and make presentations to the
12 Reno Planning Commission and to the Reno City Council in support of Developers' applications
13 for Governmental Approvals. Developers paid some \$430,870 as compensation for this
14 architectural work done on a time and materials basis.
15

16 Developers later signed a more extensive architectural agreement with Steppan, a licensed
17 Nevada architect and employee of Fisher-Friedman, that included a percentage-based form of
18 compensation for the Project to be built in the future. By fall of 2006, disputes had arisen between
19 the architects and Developers. On November 7, 2006, Steppan recorded a Notice of Lien on the
20 Iliescu Property in the amount of \$1,783,548.85.
21

22 This litigation commenced over four and a half years ago when Iliescu filed an Application
23 for release of Steppan's lien in Case No. CV07-00341 on February 14, 2007. On May 4, 2007,
24 Steppan filed his Complaint to foreclose mechanic's lien against Iliescu in Case No. CV07-01021.
25 These cases were consolidated by the Court's September 14, 2007 Order.
26

27 On September 27, 2007, Iliescu filed his Answer and Third-Party Complaint. Iliescu's
28 Third-Party Complaint against Schleining alleged claims for indemnity based upon a written

1 indemnity agreement dated December 8, 2006 prepared by Hale Lane and signed by Schleining.
2 Iliescu's Third-Party Complaint against Hale Lane alleged claims of legal malpractice and
3 negligence.

4 The first Early Case Conference in this matter was held on February 21, 2008. The next
5 day, February 22, 2008, Judge Adams held an off-the-record Case Management Conference.
6 Steppan and Iliescu subsequently filed cross-motions for partial summary judgment. On June 22,
7 2009, Judge Adams granted Steppan's partial motion for summary judgment.

8 Schleining and Hale Lane, each named in Iliescu's Third-Party Complaint, then filed their
9 responsive pleadings. On September 2, 2009, Schleining made his first appearance and filed both
10 his Answer to Iliescu's Third-Party Complaint and his own Third-Party Complaint and Cross-
11 Claim against Hale Lane. On October 7, 2009, Hale Lane filed its Answer to Iliescu's Third-Party
12 Complaint and Answer to Schleining's Third-Party Complaint and Cross-Claim.

13 By October 7, 2009, all parties had made their first appearances. A second Early Case
14 Conference was held on October 13, 2009. NRCP Rule 16.1(c) mandates the filing of a Case
15 Conference Report by plaintiffs, including third party plaintiffs, within 30 days after each Early
16 Case Conference. Iliescu therefore was required to file a Case Conference Report by November
17 12, 2009. Iliescu never filed a Case Conference Report.

18 **II. Legal Analysis**

19 NRCP Rule 16.1(b) requires the parties, with exceptions not applicable here, to conduct an
20 Early Case Conference within 30 days after the filing of an answer by the first answering
21 defendant. NRCP Rule 16.1(c) requires that a Case Conference Report be filed within 30 days
22 after each Early Case Conference. *Moon v. McDonald, Carano & Wilson*, 126 Nev. ___, 245 P.3d
23 1138, 1139 (2010). The plaintiff bears the burden to file the Case Conference Report. NRCP
24 Rule 16.1(e)(2) and *Arnold v. Kip*, 123 Nev. 410, 414, 168 P.3d 1050 (2007).

1 //

2 NRCP Rule 16.1(e)(2) states "[i]f the plaintiff does not file a case conference report within
3 240 days after an appearance by a defendant, the case may be dismissed as to that defendant upon
4 motion or on the court's own initiative, without prejudice."

5 The Nevada Supreme Court has confirmed that cases should be dismissed where a plaintiff
6 fails to file a Case Conference Report within the required 240 days. See, Arnold, 123 Nev. 410;
7 and Moon, 245 P.3d 1138. In this case, Schleining made his first appearance on September 2,
8 2009 by filing his Answer to Iliescu's Third-Party Complaint. Iliescu thereafter had 240 days, or
9 until April 30, 2010, to file his Case Conference Report and avoid the consequences of Rule
10 16.1(e)(2). Iliescu failed to file a Case Conference Report during that time or at any time
11 thereafter.
12

13 The Motion was filed on November 2, 2011, more than 750 days after Schleining made his
14 first appearance in this action on September 2, 2009 and over 500 days after expiration of Rule
15 16.1(e)(2)'s 240 day deadline for filing a Case Conference Report.
16

17 The decision to dismiss an action without prejudice for a plaintiff's failure to comply with
18 requirements of NRCP Rule 16.1(e)(2) is within the sound discretion of the District Court. Arnold
19 v. Kip, supra at 415, 1053. NRCP Rule 16.1(e)(2) was adopted to promote the prosecution of
20 litigation within adequate timelines. The sanctions set out in Rule 16.1 exist to ensure compliance
21 with the specific deadlines identified in the Rule. *Id.*
22

23 In this case, the Court finds that Schleining made his first appearance in this litigation over
24 two years ago, that Iliescu never filed a Case Conference Report and that Iliescu's failure to do so
25 constitutes a gross violation of the requirements of NRCP Rule 16.1. The Court further finds that
26 Iliescu's failure to file the required Case Conference Report is unexcused and is the fault of Iliescu.
27
28

1 The Court has reviewed Iliescu's November 16, 2011 Response to the Motion. The Court
2 further finds that Iliescu had admitted that Iliescu has no substantive legal defense to the Motion.

3 The Court further finds that Iliescu consents to the grant of the Motion and to the dismissal
4 of Iliescu's claims against Schleining without prejudice.

5 **III. Conclusion**

6 For each of the foregoing reasons, the Court, in proper exercise of its discretion, hereby
7 enters the following order:
8

9 **NOW, THEREFORE, IT IS HEREBY ORDERED** that the Motion to Dismiss Third
10 Party Complaint filed by Third-Party Defendant Schleining on November 2, 2011 is **GRANTED**
11 and Third Party Plaintiff Iliescu's claims against Schleining are hereby **DISMISSED WITHOUT**
12 **PREJUDICE** pursuant to NRCP Rule 16.1(e)(2).
13

14
15 Dated this 22 day of November 2011.

16
17 

18 STEVEN P. ELLIOTT

19 District Court Judge
20
21
22
23
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25
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27
28

CODE: 2540

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IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

MARK B. STEPPAN,

Plaintiff,

vs.

JOHN ILIESCU JR. and SONIA ILIESCU, as
Trustees of the JOHN ILIESCU, JR. AND SONNIA
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JOHN ILIESCU, individually; DOES I-V, inclusive;
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Defendants.

AND RELATED CROSS-CLAIMS AND
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Case No. CV07-00341

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Dept. No. 10

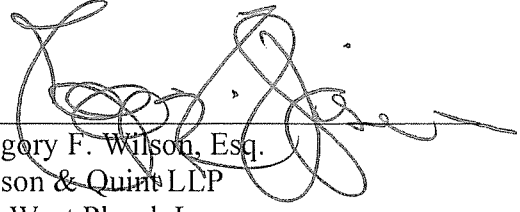
NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that on the 5th day of January, 2012, this Court entered its
Stipulation and Order for Dismissal Without Prejudice of all Claims by John Schleining Against
Hale Lane Peek Dennison and Howard, Holland & Hart, LLP, and R. Craig Howard. A copy of
said order is attached hereto as Exhibit 1.

1 The undersigned does hereby affirm that the preceding document does not contain the
2 social security number of any person.

3 DATED this 6th day of January, 2012.

4 WILSON & QUINT LLP

5
6
7 
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DATED this 6th day of January, 2012.

Patricia Wilson
Patricia Wilson

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<u>Exhibit No.</u>	<u>Document</u>	<u>Number of Pages</u>
1	Stipulation and Order for Dismissal Without Prejudice of all Claims by John Schleining Against Hale Lane Peek Dennison and Howard, Holland & Hart, LLP, and R. Craig Howard, filed January 5, 2012	4

EXHIBIT 1

EXHIBIT 1

1 **CODE: 3995**

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10 Attorneys for John Schleining

11 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

12 **IN AND FOR THE COUNTY OF WASHOE**

13 MARK B. STEPPAN,

Case No. CV07-00341

14 Plaintiff,

(Consolidated with
Case No. CV07-01021)

15 v.

Dept. No. 10

16 JOHN ILIESCU JR. and SONIA ILIESCU, as
17 Trustees of the JOHN ILIESCU, JR. AND SONNIA
18 ILIESCU 1992 FAMILY TRUST AGREEMENT;
19 JOHN ILIESCU, individually; DOES I-V, inclusive;
20 and ROE CORPORATIONS VI-X, inclusive,

21 Defendants.
22 _____/

23 AND RELATED CROSS-CLAIMS AND
24 THIRD-PARTY CLAIMS.
25 _____/

26 **STIPULATION AND ORDER**
27 **FOR DISMISSAL WITHOUT PREJUDICE**
28 **OF ALL CLAIMS BY JOHN SCHLEINING AGAINST HALE LANE PEEK DENNISON**
AND HOWARD, HOLLAND & HART, LLP, AND R. CRAIG HOWARD

1 **STIPULATION FOR DISMISSAL WITHOUT PREJUDICE**

2 This Stipulation is entered into by and between Cross-Claimant and Third-Party Plaintiff
3 JOHN SCHLEINING on the one hand ("SCHLEINING") and Cross-Defendant HALE LANE PEEK
4 DENNISON AND HOWARD, Third-Party Defendant HOLLAND & HART, LLP and Third-Party
5 Defendant R. CRAIG HOWARD on the other hand (collectively "HALE LANE").

6 This action, Case No. CV07-01021 consolidated with Case No. CV07-00341, is referred to as
7 the "Action".

8 SCHLEINING and HALE LANE are collectively referred to as the "Parties."

9 The Parties hereby stipulate, by and through their counsel of record, as follows:

10 1. SCHLEINING's Cross-Claim and Third-Party Complaint against HALE LANE filed
11 September 2, 2009 in the Action ("Complaint") shall be dismissed WITHOUT PREJUDICE with each
12 of the Parties to bear their own attorney fees and costs, except as provided in paragraph 2 below;

13 2. In the event SCHLEINING files a subsequent action against HALE LANE, arising
14 from the events, acts or omissions alleged in the Complaint ("Subsequent Action"), HALE LANE
15 shall have the right to seek their costs as defined in NRS 18.005 ("Costs") incurred in this Action as
16 though the court had granted HALE LANE's August 16, 2011 pending motion for summary judgment
17 against SCHLEINING. Such request shall be made by filing a memorandum of costs with the court
18 presiding over the Subsequent Action. SCHLEINING waives any claim that the memorandum of
19 costs was untimely. SCHLEINING reserves the right to move that HALE LANE's costs be retaxed.

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

1 IT IS SO STIPULATED.

2 Dated: December 22, 2011

3 WILSON & QUINT LLP

4
5 By: 

6 Gregory F. Wilson

7 417 West Plumb Lane
8 Reno, Nevada 89509
9 Telephone: 775.786.7600
Attorneys for John Schleining

10 Dated: December 22, 2011

11 LEMONS, GRUNDY & EISENBERG

12
13
14 By: 

15 Christopher M. Rusby

16 6005 Plumas Street 3rd Floor
17 Reno, Nevada 89519
18 Telephone: 775.786.6868
19 Attorneys for Hale Lane Peek Dennison and
Howard, Holland & Hart, LLP and R. Craig
Howard

20 ORDER

21 The Court, having considered the foregoing Stipulation of the Parties, and good cause
22 appearing,
23

24 IT IS SO ORDERED.

25 Dated: January 5, 2012
~~December~~

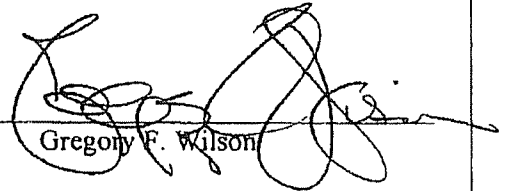
26 
27 DISTRICT COURT JUDGE
28

NRS 239B.030 AFFIRMATION

The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

Dated: December 22, 2011

By: _____


Gregory F. Wilson

WILSON & QUINT LLP
417 West Plumb Lane
Reno, Nevada 89509
Telephone: 775.786.7600
Attorneys for John Schleining

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Joey Orduna Hastings

Clerk of the Court

Transaction # 2705376

Code 1350

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

**JOHN ILIESCU, JR.; SONNIA SANTEE ILESCU;
John Iliescu, Jr. and Sonnia Santee Iliescu, as
trustees of the JOHN ILIESCU, JR. AND SONNIA
ILIESCU 1992 FAMILY TRUST ,**

Plaintiffs,

vs.

MARK B. STEPPAN,

Defendant.

Case No. CV07-00341

**Consolidated with
CV07-01021**

Dept. No. 10

**And Consolidated Action and Related Third-Party
Claims.**

CERTIFICATE OF CLERK AND TRANSMITTAL – AMENDED NOTICE OF APPEAL

I certify that I am an employee of the Second Judicial District Court of the State of Nevada, County of Washoe; that on the 18th day of January, 2012, I electronically filed the Amended Notice of Appeal in the above entitled matter to the Nevada Supreme Court.

I further certify that the transmitted record is a true and correct copy of the original pleadings on file with the Second Judicial District Court.

Dated this 18th day of January, 2012.

**JOEY ORDUNA HASTINGS
CLERK OF THE COURT**

By /s/Mary Fernandez
Mary Fernandez
Deputy Clerk