

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

McDONALD CARANO WILSON LLP, a  
Nevada limited liability partnership,

Appellant,

vs.

THE BOURASSA LAW GROUP, LLC, a  
Nevada limited liability corporation; OASIS  
LEGAL FINANCE, LLC, an Illinois limited  
liability company; CALIFORNIA BACK  
SPECIALISTS MEDICAL GROUP, INC., a  
California corporation; CALIFORNIA  
MINIMALLY INVASIVE SURGERY  
CENTER, INC., a California corporation;  
THOUSAND OAKS SPINE MEDICAL  
GROUP, INC., a California corporation;  
CONEJO NEUROLOGICAL MEDICAL  
GROUP, INC., a California corporation; and  
MEDICAL IMAGING MEDICAL GROUP  
INC., a California corporation,

Respondents.

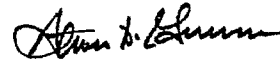
No. 64658

**JOINT APPENDIX**

VOLUME II

PART 6

# EXHIBIT 28

  
CLERK OF THE COURT

1 **SAO**  
2 GEORGE F. OGILVIE III, ESQ.  
3 Nevada Bar No. 3552  
4 PATRICK J. MURCH, ESQ.  
5 Nevada Bar No. 10162  
6 McDONALD CARANO WILSON LLP  
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8 Las Vegas, Nevada 89102  
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12 *Attorneys for McDonald Carano Wilson LLP*

13  
14 **DISTRICT COURT**  
15 **CLARK COUNTY, NEVADA**

16 THE BOURASSA LAW GROUP, LLC  
17  
18 Plaintiff,

Case No.: A651563  
Dept. No.: XXVIII

19 vs.

**STIPULATION AND ~~PROPOSED~~  
AMENDED ORDER GRANTING THE  
BOURASSA LAW GROUP LLC'S  
MOTION FOR DISBURSEMENT OF  
INTERPLEADER FUNDS;**

**AND**

**DENYING MCDONALD CARANO  
WILSON LLP'S COUNTERMOTION FOR  
ADJUDICATION OF ATTORNEY'S LIEN  
AND DISBURSEMENT OF  
INTERPLEADER FUNDS**

20 CALIFORNIA BACK SPECIALISTS MEDICAL  
21 GROUP, INC., a California corporation;  
22 CALIFORNIA MINIMALLY INVASIVE  
23 SURGERY CENTER, an unknown entity;  
24 CONEJO NEUROLOGICAL MEDICAL  
25 GROUP, INC., a California corporation; LOS  
26 ANGELES ORTHOPAEDIC INSTITUTE, INC.,  
27 a California corporation; MEDICAL IMAGING  
28 MEDICAL GROUP, an unknown entity;  
MOUNTAIN VIEW SURGICAL CENTER, INC.,  
a California corporation; CHARLES K. NEAL, an  
individual; QUEST DIAGNOSTICS WEST  
HILLS, a foreign Delaware corporation; SCREEN  
ACTORS GUILD, INC., a California corporation;  
THOUSAND OAKS SPINE MEDICAL GROUP,  
INC., a California corporation; STEVEN ZLATT,  
M.D., INC., a California corporation; OASIS  
LEGAL FINANCE, LLC, a foreign Illinois limited  
liability company; McDONALD CARANO  
WILSON LLP, a Nevada limited liability  
partnership; IMAGING CENTER OF THE  
VALLEY AT SHERMAN OAKS COMMUNITY  
HOSPITAL, LTD., A CALIFORNIA LP, a  
California limited partnership; VALLEY OPEN  
MRI, LLC, a California limited liability company;  
and DOES I-V, inclusive; and ROE  
CORPORATIONS VI-X, inclusive,

Defendants.



1 MCDONALD CARANO WILSON LLP, a Nevada  
2 limited liability partnership,

3 Counterclaimant,

4 vs.

5 THE BOURASSA LAW GROUP, LLC, a Nevada  
6 limited liability company; and DOES I-V,  
7 inclusive; and ROE CORPORATIONS VI-X,  
8 inclusive,

8 Counterclaim Defendants.

9 MCDONALD CARANO WILSON LLP, a Nevada  
10 limited liability partnership,

11 Cross-Claimant,

12 vs.

13 CALIFORNIA BACK SPECIALISTS MEDICAL  
14 GROUP, INC., a California corporation;  
15 CALIFORNIA MINIMALLY INVASIVE  
16 SURGERY CENTER, an unknown entity;  
17 CONEJO NEUROLOGICAL MEDICAL  
18 GROUP, INC., a California corporation; LOS  
19 ANGELES ORTHOPAEDIC INSTITUTE, INC.,  
20 a California corporation; MEDICAL IMAGING  
21 MEDICAL GROUP, an unknown entity;  
22 MOUNTAIN VIEW SURGICAL CENTER, INC.,  
23 a California corporation; CHARLES K. NEAL, an  
24 individual; QUEST DIAGNOSTICS WEST  
25 HILLS, a foreign Delaware corporation; SCREEN  
26 ACTORS GUILD, INC., a California corporation;  
27 THOUSAND OAKS SPINE MEDICAL GROUP,  
INC., a California corporation; STEVEN ZLATT,  
M.D., INC., a California corporation; OASIS  
LEGAL FINANCE, LLC, a foreign Illinois limited  
liability company; IMAGING CENTER OF THE  
VALLEY AT SHERMAN OAKS COMMUNITY  
HOSPITAL, LTD., A CALIFORNIA LP, a  
California limited partnership; VALLEY OPEN  
MRI, LLC, a California limited liability company;  
and DOES I-V, inclusive; and ROE  
CORPORATIONS VI-X, inclusive,

28 Cross-Claim Defendants.



1 Plaintiff/Counterclaim Defendant The Bourassa Law Group, LLC (the "Bourassa Firm"),  
2 Defendant/Counterclaimant/Cross-Claimant McDonald Carano Wilson LLP ("McDonald  
3 Carano"), and Defendant/Cross-Claim Defendant Oasis Legal Finance, LLC ("Oasis"), by and  
4 through their respective undersigned counsel, stipulate and agree as follows:

5 A. Original Disbursement Order.

6 This matter originally came before the Court on April 16, 2013, on the Bourassa Firm's  
7 Motion for Distribution of Interpleader Funds ("Motion") and McDonald Carano's  
8 Countermotion for Adjudication of Attorney's Lien and Disbursement of Interpleader Funds  
9 ("Countermotion"). Mark J. Bourassa appeared on behalf of the Bourassa Firm, Patrick J. Murch  
10 and Rory T. Kay appeared on behalf of McDonald Carano, and Michelle Abrams appeared on  
11 behalf of Oasis.<sup>1</sup>

12 At the April 16 hearing, the Court directed the parties to submit supplemental briefs to  
13 address the attorney charging lien issues raised in Argentea v. Jolley Uрга, et al., 125 Nev. 527,  
14 216 P.3d 779 (2009). The hearing was continued to May 14, 2013.

15 At the May 14 hearing, after considering all of the parties' respective written and oral  
16 arguments, the Court made the following findings of fact:

17 On or about December 10, 2005, while riding as a passenger in a taxicab  
18 owned and operated by ABC Union Cab Co., Robert Cooper ("Cooper") was  
19 involved in an automobile accident in Las Vegas, Nevada. Subsequently, Cooper  
20 received medical treatment and/or services related to the automobile accident  
21 from various providers.

22 Initially, Cooper retained and was represented by McDonald Carano in a  
23 personal injury suit against Union Cab. However, McDonald Carano, on its own  
24 motion, withdrew from the underlying case prior to any settlement or judgment  
25 being obtained. Immediately thereafter, pursuant to NRS 18.015, McDonald  
26 Carano caused an attorney's lien to be recorded in the Office of the Recorder of  
27 Clark County, Nevada. Cooper then retained the Bourassa Firm on a contingent  
28 basis of 40 percent of the total settlement before deduction of costs or expenses.

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<sup>1</sup> Defendants/Cross-Claim Defendants California Back Specialists Medical Group, Inc., California Minimally Invasive Surgery Center, Thousand Oaks Spine Medical Group, Inc., Conejo Neurological Medical Group, or Medical Imaging Medical Group, Inc. (collectively, the "Chiu Entities") filed their joint answer to the Bourassa Firm's complaint in May 2012. The Chiu Entities did not file any other documents in this litigation, nor did they appear at any of the hearings referenced herein.

1 The Bourassa Firm subsequently obtained a settlement on Cooper's behalf in the  
2 total amount of \$55,000.00, and incurred costs of \$30.89.

3 The medical bills incurred by Cooper substantially exceeded the  
4 settlement amount. Accordingly, the Bourassa Firm filed the instant interpleader  
5 action and subsequently, its Motion on or about March 20, 2013. On or about  
6 March 29, 2013, Oasis filed a Joinder in the Bourassa Firm's Motion. On or  
7 about April 1, 2013, McDonald Carano filed its Countermotion in conjunction  
8 with its Opposition to the Bourassa Firm's Motion.

9 See Order Granting [the Bourassa Firm]'s Motion for Disbursement of Interpleader Funds;  
10 and Denying McDonald Carano Wilson LLP's Countermotion for Adjudication of Attorney's  
11 Lien and Disbursement of Interpleader Funds (the "Original Disbursement Order") (filed Sept. 16,  
12 2013), on file with the Court.

13 The Court also made the following conclusions of law:

14 ...

15 A[n] attorney] Charging Lien is a lien on the judgment or settlement that  
16 the attorney has obtained for the client. Argentina, 216 P.3d at 783-784  
17 (Citations omitted). Following McDonald Carano's withdrawal, the Bourassa  
18 Firm represented Cooper in the underlying matter on a contingency basis of 40  
19 percent before the deduction of costs or expenses. Because the Bourassa Firm  
20 was representing Cooper at the time of settlement, the Bourassa Firm has a  
21 charging lien on the settlement funds and is entitled to enforce its charging lien  
22 against the settlement proceeds for its attorney fees in the amount of \$22,000.00,  
23 plus costs of \$30.89.

24 It is undisputed that McDonald Carano withdrew from representing  
25 Cooper prior to any settlement being obtained. It is also undisputed that  
26 McDonald Carano did not obtain any settlement on behalf of Cooper.  
27 Accordingly, based on the plain reading of the definition of a Charging Lien  
28 under Argentina - "a lien on the judgment or settlement that the attorney has  
obtained for the client" - McDonald Carano cannot have a charging lien because  
McDonald Carano withdrew from the Cooper matter prior to any settlement being  
obtained and did not obtain a settlement for the client. Id.

Based on the above, McDonald Carano is not entitled to recover any  
attorney fees or costs under a theory of a Charging Lien. See Original  
Disbursement Order.

...

A Retaining Lien allows a discharged attorney to withhold the client's file and other property until the court, at the request or consent of the client, adjudicates the client's rights and obligations with respect to the lien. [Argentena, 216 P.3d] at 782.

In this instance, McDonald Carano did not retain Cooper's file or property. Accordingly, no Retaining Lien exists and therefore cannot be enforced.

IT IS THEREFORE ORDERED that the Bourassa Law Group, LLC be awarded its requested attorney fees in the amount [of] \$22,000.00, calculated as 40 percent of the total settlement before the deduction of costs and expenses, plus costs in the amount of \$30.89, and that the sum of \$22,030.89 shall be disbursed to The Bourassa Law Group, LLC.

IT IS FURTHER ORDERED that McDonald Carano be awarded nothing from the settlement proceeds.

IT IS FUTHER ORDERED that the remaining settlement proceeds, after payment of The Bourassa Law Group, LLC's fees and costs, total \$32,969.11. Those funds shall be disbursed on a pro-rata basis between the remaining responding parties, as follows:

<u>Claimant</u>	<u>Amount of Claim</u>	<u>Percentage of Total</u> <u>Claim</u>	<u>Amount to be</u> <u>Disbursed</u>
California Back Specialists Medical Group, Inc.	\$85,146.00	34.3553%	\$11,326.64
California Minimally Invasive Surgery Center	\$77,300	31.1896%	\$10,282.93
Thousand Oaks Spine Medical Group, Inc.	\$31,047.50	12.5273%	\$4,130.14
Conejo Neurological Medical Group	\$2,064.00	.8328%	\$274.57
Medical Imaging Medical Group, Inc.	\$10,241.88	4.1325%	\$1,362.45
Oasis Legal Finance, LLC	\$42,040.00	16.9626%	\$5,592.38
<b>TOTAL:</b>	<b>\$247,839.38</b>	<b>100.0%</b>	<b>\$32,969.11</b>

The Clerk of the Court shall disburse the settlement proceeds in accordance with the foregoing within thirty (30) days of the date of entry of this Order." See Original Disbursement Order.

1 Although the hearing was conducted in May 2013, the Original Disbursement Order was  
2 not signed until September 12. Id. It was filed on September 16. Id. The same day, the Bourassa  
3 Firm caused notice of entry of the Original Disbursement Order to be served on the parties via  
4 U.S. Mail. See Notice of Entry of [Original Disbursement Order] (filed Sept. 16, 2013), on file  
5 with the Court.

6 **B. Procedural History Following Entry of Original Disbursement Order.**

7 On September 19, 2013, counsel for the Bourassa Firm, McDonald Carano, and Oasis  
8 submitted a stipulation and proposed order to the Court, wherein they agreed to stay the  
9 disbursement of the settlement proceeds pending the resolution of McDonald Carano's anticipated  
10 appeal. The Court did not sign the order, but instead entered a separate order directing the parties  
11 to appear for a "Hearing on Disbursement of Interpleader Funds" on October 15, 2013. See Order  
12 Scheduling Hearing: Disbursement of Interpleader Funds (entered Oct. 15, 2013), on file with the  
13 Court.

14 **1. October 15 Hearing.**

15 At the October 15 hearing, the Court entered an oral order staying the Original  
16 Disbursement Order and directing the parties to submit supplemental briefs to address whether  
17 Leventhal v. Black & LoBello, 129 Nev., Adv. Op. 50 (filed July 11, 2013) or the July 2013  
18 amendments to the attorney lien statute had any impact on the Original Disbursement Order. The  
19 hearing was continued to November 15.

20 **2. McDonald Carano's Supreme Court Motion.**

21 On October 28, 2013, McDonald Carano filed a motion in the Nevada Supreme Court,  
22 seeking an order directing the publication of an unpublished Order of Reversal in Case No. 57759  
23 (Hoff v. Walters), on the grounds that the Order of Reversal was directly on point regarding the  
24 attorney lien issues raised in the interpleader action. McDonald Carano caused notice of its  
25 motion to be served on the parties and the Court on October 29.

1                   3.     **November 15 Hearing.**

2           On November 15, 2013, the Court held another hearing to address the issues raised in the  
3 parties' supplemental briefs. The parties agreed that neither Leventhal nor the recent amendments  
4 to NRS 18.015 had any impact on the Original Disbursement Order. In addition, the Court held  
5 that because the decision in Leventhal and the amendments to NRS 18.015 occurred between the  
6 May 15 hearing and the date of entry of the Original Disbursement Order, all of the parties'  
7 supplemental arguments would relate back to the May 15 hearing, and the Court would enter an  
8 amended order on the Motion and Countermotion in order to preserve McDonald Carano's appeal  
9 rights. None of the parties objected to that determination. The Court also ordered a stay of the  
10 interpleader action pending resolution of McDonald Carano's Supreme Court motion. Finally,  
11 Mark Bourassa represented that the \$55,000.00 in settlement proceeds had not been deposited  
12 with the Clerk of the Court, but remained in the Bourassa Firm's client trust account pending  
13 resolution of this matter.

14                   4.     **Resolution of McDonald Carano's Supreme Court Motion.**

15           On November 22, 2013, the Nevada Supreme Court entered an order denying McDonald  
16 Carano's motion for publication. McDonald Carano caused notice of entry of that order to be  
17 served on the parties on December 3.

18           Based on the foregoing, the parties stipulate and agree as follows:

19           1.     The Court may enter the following Amended Order, which shall incorporate all  
20 findings of fact, conclusions of law, and order(s) contained in the Original Disbursement Order,  
21 plus all additional stipulated facts contained herein;

22           2.     The Amended Order shall supersede and replace the Original Disbursement Order  
23 in its entirety;


24           3.     The date of entry of the following Amended Order disposes of all the issues  
25 presented in the case, and shall be the effective date of final judgment in this matter;

26           4.     The time period for McDonald Carano to file a notice of appeal shall commence  
27 on the effective date of service of notice of entry of the following Amended Order; and  
28

5. The settlement proceeds at issue may remain in the Bourassa Firm's client trust account until further order of this Court.

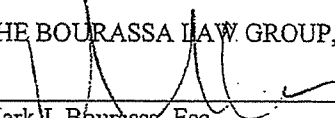
Dated: December 4, 2013.

MCDONALD CARANO WILSON LLP

  
George F. Ogilvie III, Esq. (#3552)  
Patrick J. Murch, Esq. (#10162)  
2300 West Sahara Avenue, Suite 1200  
Las Vegas, Nevada 89102  
Attorneys for McDonald Carano Wilson LLP

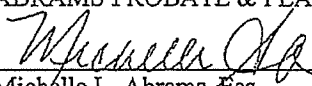
Dated: December 4<sup>th</sup>, 2013.

THE BOURASSA LAW GROUP, LLC

  
Mark J. Bourassa, Esq.  
Christopher W. Carson, Esq.  
8668 Spring Mountain Road, Suite 101  
Las Vegas, Nevada 89117  
Attorneys for The Bourassa Law Group, LLC

Dated: December 5, 2013.

ABRAMS PROBATE & PLANNING GROUP

  
Michelle L. Abrams, Esq.  
530 South Fourth Street  
Las Vegas, Nevada 89101  
Attorney for Oasis Legal Finance, LLC

**AMENDED ORDER**

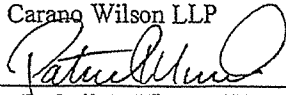
IT IS SO ORDERED.

Dated this 6 day of Dec 2013.

  
DISTRICT COURT JUDGE

Submitted by:

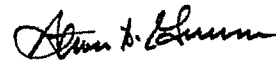
McDonald Carano Wilson LLP

By:   
George F. Ogilvie III Esq. (#3552)  
Patrick J. Murch, Esq. (#10162)  
2300 West Sahara Avenue, Suite 1200  
Las Vegas, Nevada 89102

Attorneys for McDonald Carano Wilson LLP

293326

# EXHIBIT 29



CLERK OF THE COURT

McDONALD · CARANO · WILSON LLP  
2300 WEST SAHARA AVENUE · SUITE 1200 · LAS VEGAS, NEVADA  
PHONE (702) 873-4100 · FAX (702) 873-9966

1 NOAS  
2 GEORGE F. OGILVIE III, ESQ.  
3 Nevada Bar No. 3552  
4 PATRICK J. MURCH, ESQ.  
5 Nevada Bar No. 10162  
6 McDONALD CARANO WILSON LLP  
7 2300 West Sahara Avenue, Suite 1200  
8 Las Vegas, Nevada 89102  
9 Telephone: (702) 873-4100  
10 Facsimile: (702) 873-9966  
11 Attorneys for McDonald Carano Wilson LLP

DISTRICT COURT

CLARK COUNTY, NEVADA

12 THE BOURASSA LAW GROUP, LLC

13 Plaintiff,

14 vs.

15 CALIFORNIA BACK SPECIALISTS  
16 MEDICAL GROUP, INC., a California  
17 corporation; CALIFORNIA MINIMALLY  
18 INVASIVE SURGERY CENTER, an  
19 unknown entity; CONEJO NEUROLOGICAL  
20 MEDICAL GROUP, INC., a California  
21 corporation; LOS ANGELES  
22 ORTHOPAEDIC INSTITUTE, INC., a  
23 California corporation; MEDICAL IMAGING  
24 MEDICAL GROUP, an unknown entity;  
25 MOUNTAIN VIEW SURGICAL CENTER,  
26 INC., a California corporation; CHARLES K.  
27 NEAL, an individual; QUEST  
28 DIAGNOSTICS WEST HILLS, a foreign  
Delaware corporation; SCREEN ACTORS  
GUILD, INC., a California corporation;  
THOUSAND OAKS SPINE MEDICAL  
GROUP, INC., a California corporation;  
STEVEN ZLATT, M.D., INC., a California  
corporation; OASIS LEGAL FINANCE, LLC,  
a foreign Illinois limited liability company;  
McDONALD CARANO WILSON LLP, a  
Nevada limited liability partnership;  
IMAGING CENTER OF THE VALLEY AT  
SHERMAN OAKS COMMUNITY  
HOSPITAL, LTD., A CALIFORNIA LP, a  
California limited partnership; VALLEY  
OPEN MRI, LLC, a California limited  
liability company; and DOES I-V, inclusive;  
and ROE CORPORATIONS VI-X, inclusive,

Defendants.

Case No.: A651563

Dept. No.: XXVIII

NOTICE OF APPEAL TO THE NEVADA  
SUPREME COURT FROM  
A JUDGMENT OF A DISTRICT COURT



1 McDONALD CARANO WILSON LLP, a  
2 Nevada limited liability partnership,

3 Counterclaimant,

4 vs.

5 THE BOURASSA LAW GROUP, LLC, a  
6 Nevada limited liability company; and DOES  
I-V, inclusive; and ROE CORPORATIONS  
VI-X, inclusive,

7 Counterclaim Defendants.

8  
9 McDONALD CARANO WILSON LLP, a  
10 Nevada limited liability partnership,

11 Cross-Claimant,

12 vs.

13 CALIFORNIA BACK SPECIALISTS  
14 MEDICAL GROUP, INC., a California  
15 corporation; CALIFORNIA MINIMALLY  
16 INVASIVE SURGERY CENTER, an  
17 unknown entity; CONEJO NEUROLOGICAL  
18 MEDICAL GROUP, INC., a California  
19 corporation; LOS ANGELES  
20 ORTHOPAEDIC INSTITUTE, INC., a  
21 California corporation; MEDICAL IMAGING  
22 MEDICAL GROUP, an unknown entity;  
23 MOUNTAIN VIEW SURGICAL CENTER,  
24 INC., a California corporation; CHARLES K.  
25 NEAL, an individual; QUEST  
26 DIAGNOSTICS WEST HILLS, a foreign  
Delaware corporation; SCREEN ACTORS  
GUILD, INC., a California corporation;  
THOUSAND OAKS SPINE MEDICAL  
GROUP, INC., a California corporation;  
STEVEN ZLATT, M.D., INC., a California  
corporation; OASIS LEGAL FINANCE, LLC,  
a foreign Illinois limited liability company;  
IMAGING CENTER OF THE VALLEY AT  
SHERMAN OAKS COMMUNITY  
HOSPITAL, LTD., A CALIFORNIA LP, a  
California limited partnership; VALLEY  
OPEN MRI, LLC, a California limited  
liability company; and DOES I-V, inclusive;  
and ROE CORPORATIONS VI-X, inclusive,

27 Cross-Claim Defendants.  
28

MCDONALD • CARANO • WILSON LLP  
2300 WEST SAHARA AVENUE • SUITE 1200 • LAS VEGAS, NEVADA  
PHONE (702) 873-4100 • FAX (702) 873-9966

1 Notice is hereby given that McDonald Carano Wilson LLP,  
2 Defendant/Counterclaimant/Cross-Claimant in the above-captioned action, hereby appeals to  
3 the Supreme Court of Nevada from the Amended Order Granting Plaintiff's Motion for  
4 Disbursement of Interpleader Funds; and Denying McDonald Carano Wilson LLP's  
5 Countermotion for Adjudication of Attorney's Lien and Disbursement of Interpleader Funds,  
6 entered in this action on December 6, 2013.

7 Dated: December 13, 2013.

8 MCDONALD CARANO WILSON LLP

9  
10 By: Patrick Murch  
11 George F. Ogilvie III, Esq. (#3552)  
12 Patrick J. Murch, Esq. (#10162)  
13 2300 West Sahara Avenue, Suite 1200  
14 Las Vegas, Nevada 89102  
15 Attorneys for McDonald Carano Wilson LLP

16 279479

CERTIFICATE OF MAILING

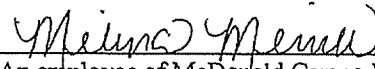
I HEREBY CERTIFY that I am an employee of the law firm of McDonald Carano Wilson LLP and, on December 13, I caused a copy of the foregoing NOTICE OF APPEAL TO THE SUPREME COURT FROM A JUDGMENT OF A DISTRICT COURT to be served, via U.S. Mail, upon the following:

Michelle L. Abrams, Esq.  
Abrams Probate & Planning Group  
530 South Fourth Street  
Las Vegas, Nevada 89101  
*Attorney for Oasis Legal Finance, LLC*

Jacqueline Mary McQuigg, Esq.  
Law Offices of  
Jacqueline Mary McQuigg, Esq.  
2620 Regatta Drive, Suite 102  
Las Vegas, Nevada 89128  
*Attorneys for the Chiu Entities*

Mark J. Bourassa, Esq.  
Christopher W. Carson, Esq.  
The Bourassa Law Group, LLC  
8668 Spring Mountain Road, Suite 101  
Las Vegas, Nevada 89117  
*Attorneys for Plaintiff*

James T. Studer, Esq.  
James Studer & Associates  
2513 Morley St.  
Simi Valley, CA 93065  
*Attorneys for the Chiu Entities*

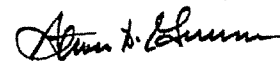
  
An employee of McDonald Carano Wilson LLP

279479

# EXHIBIT 30

SANTORO WHITMIRE  
10100 W. Charleston Blvd., Suite 250, Las Vegas, Nevada 89135  
(702) 948-8771 - fax (702) 948-8773

Electronically Filed  
02/25/2014 05:02:35 PM



CLERK OF THE COURT

1 NTSO  
2 NICHOLAS J. SANTORO, ESQ.  
3 Nevada Bar No. 0532  
4 [nsantoro@santoronevada.com](mailto:nsantoro@santoronevada.com)  
5 JASON D. SMITH, ESQ.  
6 Nevada Bar No. 9691  
7 [jsmith@santoronevavda.com](mailto:jsmith@santoronevavda.com)  
8 SANTORO WHITMIRE  
9 10100 W. Charleston Blvd., Suite 250  
10 Las Vegas, Nevada 89135  
11 Telephone: 702/948-8771  
12 Facsimile: 702/948-8773

13 *Attorneys for Defendants*

14 DISTRICT COURT  
15 CLARK COUNTY, NEVADA

16 ROBERT COOPER,  
17  
18 Plaintiff,

19 v.

20 MCDONALD CARANO WILSON, LLP;  
21 PATRICK J. MURCH; GEORGE F. OGILVIE  
22 III; and DOES 1 through 100, inclusive,  
23 Defendants.

Case No.: A-12-670028-C  
Dept. No.: XVI

NOTICE OF ENTRY OF STIPULATION  
AND ORDER TO DISMISS CASE WITH  
PREJUDICE

24 PLEASE TAKE NOTICE that on February 13, 2014, the Court entered a Stipulation and  
25 Order to Dismiss Case with Prejudice, a copy of which is attached hereto.

26 Dated this 25th day of February, 2014.

27 SANTORO WHITMIRE

28 /s/ Jason D. Smith  
NICHOLAS J. SANTORO, ESQ.  
Nevada Bar No. 0532  
JASON D. SMITH, ESQ.  
Nevada Bar No. 9691  
10100 W. Charleston Blvd., Suite 250  
Las Vegas, Nevada 89135

*Attorneys for Defendants*

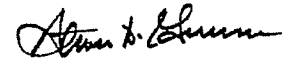
SANTORO WHITMIRE  
10100 W. Charleston Blvd., Suite 250, Las Vegas, Nevada 89135  
(702) 948-8771 - fax (702) 948-8773

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that, on the 25th day of February, 2014 and pursuant to NRC  
5(b), I deposited for mailing in the U.S. Mail a true and correct copy of the foregoing NOTICE  
OF ENTRY OF STIPULATION AND ORDER TO DISMISS CASE WITH PREJUDICE,  
postage prepaid and addressed to:

Joel G. Selik, Esq.  
10191 Park Run Drive, Suite 110  
Las Vegas, Nevada 89145  
Facsimile: 702/243-1930  
*Attorney for Plaintiff*

/s/ Rachel Jenkins  
An employee of SANTORO WHITMIRE



CLERK OF THE COURT

1 **SAO**  
2 NICHOLAS J. SANTORO, ESQ. (NBN 532)  
3 nsantoro@santoronevada.com  
4 JASON D. SMITH, ESQ. (NBN 9691)  
5 ismith@santoronevayda.com  
6 SANTORO WHITMIRE  
10100 W. Charleston Blvd., Suite 250  
Las Vegas, Nevada 89135  
Telephone: 702/948-8771  
Facsimile: 702/948-8773

Attorneys for Defendants

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

ROBERT COOPER,

Plaintiff,

v.

MCDONALD CARANO WILSON, LLP;  
PATRICK J. MURCH; GEORGE F. OGILVIE  
III; and DOES 1 through 100, inclusive,

Defendants.

Case No.: A-12-670028-C  
Dept. No.: XVI

**STIPULATION AND ORDER TO  
DISMISS CASE WITH PREJUDICE**

Defendants MCDONALD CARANO WILSON, LLP ("MCW"), PATRICK J. MURCH ("Murch"), and GEORGE F. OGILVIE III ("Ogilvie" and, collectively, with MCW and Murch, "MCW"), and Plaintiff ROBERT COOPER ("Cooper"), by and through their respective undersigned counsel of record, hereby stipulate and agree as follows:

1. The above-captioned action is hereby dismissed with prejudice.
2. Each party shall bear its own fees and costs.
3. No trial date has been set in this matter; any and all dates and future deadlines may be vacated.

Dated this 11 day of February, 2014.

**SANTORO WHITMIRE**

NICHOLAS J. SANTORO, ESQ. (NBN 532)  
JASON D. SMITH, ESQ. (NBN 9691)  
10100 W. Charleston Blvd., Suite 250  
Las Vegas, Nevada 89135  
Attorneys for Defendants

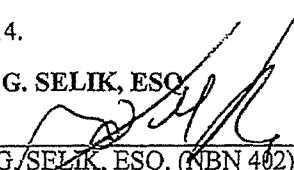
SANTORO WHITMIRE  
10100 W. Charleston Blvd., Suite 250, Las Vegas, Nevada 89135  
(702) 948-8771 - fax (702) 948-8773

<input type="checkbox"/> Voluntary Dis	<input type="checkbox"/> Sum Jdgmt
<input type="checkbox"/> Involuntary (stat) Dis	<input type="checkbox"/> Non-Jury Trial
<input type="checkbox"/> Jdgmt on App Award	<input type="checkbox"/> Jury Trial
<input type="checkbox"/> Motion to Dis (by defl)	
<input checked="" type="checkbox"/> Slip Dis	
<input type="checkbox"/> Slip Jdgmt	
<input type="checkbox"/> Default Jdgmt	
<input type="checkbox"/> Transferred	

SANTORO WHITMIRE  
10100 W. Charleston Blvd., Suite 250, Las Vegas, Nevada 89135  
(702) 948-8771 - fax (702) 948-8773

1 Dated this 4 day of February, 2014.

2 JOEL G. SELIK, ESQ.

3   
4 JOEL G. SELIK, ESQ. (NBN 402)  
5 10191 Park Run Drive, Suite 110  
6 Las Vegas, Nevada 89145  
7 Attorneys for Plaintiff

8 ORDER

9 The Court, having considered the above stipulation of the parties, and good cause  
10 appearing:

11 IT IS SO ORDERED.

12 Dated this 13<sup>TH</sup> day of February, 2014.

13   
14 DISTRICT COURT JUDGE  
15 

16 Prepared and submitted by:

17 SANTORO WHITMIRE

18 By: 

19 NICHOLAS J. SANTORO, ESQ.  
20 JASON D. SMITH, ESQ.  
21 10100 W. Charleston Blvd., Suite 250  
22 Las Vegas, Nevada 89135  
23 Attorneys for Defendants  
24  
25  
26  
27  
28



**IN THE SUPREME COURT OF THE STATE OF NEVADA**

McDONALD CARANO WILSON LLP, a  
Nevada limited liability partnership,

**No. 64658**

Appellant,

vs.

THE BOURASSA LAW GROUP, LLC, a  
Nevada limited liability corporation; OASIS  
LEGAL FINANCE, LLC, an Illinois limited  
liability company; CALIFORNIA BACK  
SPECIALISTS MEDICAL GROUP, INC., a  
California corporation; CALIFORNIA  
MINIMALLY INVASIVE SURGERY  
CENTER, INC., a California corporation;  
THOUSAND OAKS SPINE MEDICAL  
GROUP, INC., a California corporation;  
CONEJO NEUROLOGICAL MEDICAL  
GROUP, INC., a California corporation; and  
MEDICAL IMAGING MEDICAL GROUP  
INC., a California corporation,

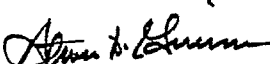
Respondents.

**JOINT APPENDIX**

VOLUME II

PART 5

# EXHIBIT 25



CLERK OF THE COURT

1 **SUPPL**  
2 GEORGE F. OGILVIE III, ESQ.  
3 Nevada Bar No. 3552  
4 PATRICK J. MURCH, ESQ.  
5 Nevada Bar No. 10162  
6 McDONALD CARANO WILSON LLP  
7 2300 West Sahara Avenue, Suite 1200  
8 Las Vegas, Nevada 89102  
9 Telephone: (702) 873-4100  
10 Facsimile: (702) 873-9966  
11 pmurch@mcdonaldcarano.com  
12 *Attorneys for McDonald Carano Wilson LLP*

9 **DISTRICT COURT**  
10 **CLARK COUNTY, NEVADA**

11 THE BOURASSA LAW GROUP, LLC

12 Plaintiff,

13 vs.

14 CALIFORNIA BACK SPECIALISTS MEDICAL  
15 GROUP, INC., a California corporation;  
16 CALIFORNIA MINIMALLY INVASIVE  
17 SURGERY CENTER, an unknown entity;  
18 CONEJO NEUROLOGICAL MEDICAL  
19 GROUP, INC., a California corporation; LOS  
20 ANGELES ORTHOPAEDIC INSTITUTE, INC.,  
21 a California corporation; MEDICAL IMAGING  
22 MEDICAL GROUP, an unknown entity;  
23 MOUNTAIN VIEW SURGICAL CENTER, INC.,  
24 a California corporation; CHARLES K. NEAL, an  
25 individual; QUEST DIAGNOSTICS WEST  
26 HILLS, a foreign Delaware corporation; SCREEN  
27 ACTORS GUILD, INC., a California corporation;  
28 THOUSAND OAKS SPINE MEDICAL GROUP,  
INC., a California corporation; STEVEN ZLATT,  
M.D., INC., a California corporation; OASIS  
LEGAL FINANCE, LLC, a foreign Illinois limited  
liability company; McDONALD CARANO  
WILSON LLP, a Nevada limited liability  
partnership; IMAGING CENTER OF THE  
VALLEY AT SHERMAN OAKS COMMUNITY  
HOSPITAL, LTD., A CALIFORNIA LP, a  
California limited partnership; VALLEY OPEN  
MRI, LLC, a California limited liability company;  
and DOES I-V, inclusive; and ROE  
CORPORATIONS VI-X, inclusive,

Defendants.

Case No.: A651563

Dept. No.: XXVIII

**SECOND SUPPLEMENT TO  
MCDONALD CARANO WILSON LLP'S  
OPPOSITION TO PLAINTIFF'S  
MOTION FOR DISBURSEMENT OF  
INTERPLEADER FUNDS; and**

**COUNTERMOTION FOR  
ADJUDICATION OF ATTORNEY'S  
LIEN AND DISBURSEMENT OF  
INTERPLEADER FUNDS**

Hearing Date: November 12, 2013

Hearing Time: 9:00 a.m.

McDONALD CARANO WILSON  
2300 WEST SAHARA AVENUE • SUITE 1200 • LAS VEGAS, NEVADA 89102-4395  
PHONE (702) 873-1100 • FAX (702) 873-9966

1 McDONALD CARANO WILSON LLP, a Nevada  
2 limited liability partnership,  
3  
4 Counterclaimant,  
5  
6 vs.  
7  
8 THE BOURASSA LAW GROUP, LLC, a Nevada  
9 limited liability company; and DOES I-V,  
10 inclusive; and ROE CORPORATIONS VI-X,  
11 inclusive,  
12  
13 Counterclaim Defendants.  
14  
15 McDONALD CARANO WILSON LLP, a Nevada  
16 limited liability partnership,  
17  
18 Cross-Claimant,  
19  
20 vs.  
21  
22 CALIFORNIA BACK SPECIALISTS MEDICAL  
23 GROUP, INC., a California corporation;  
24 CALIFORNIA MINIMALLY INVASIVE  
25 SURGERY CENTER, an unknown entity;  
26 CONEJO NEUROLOGICAL MEDICAL  
27 GROUP, INC., a California corporation; LOS  
28 ANGELES ORTHOPAEDIC INSTITUTE, INC.,  
a California corporation; MEDICAL IMAGING  
MEDICAL GROUP, an unknown entity;  
MOUNTAIN VIEW SURGICAL CENTER, INC.,  
a California corporation; CHARLES K. NEAL, an  
individual; QUEST DIAGNOSTICS WEST  
HILLS, a foreign Delaware corporation; SCREEN  
ACTORS GUILD, INC., a California corporation;  
THOUSAND OAKS SPINE MEDICAL GROUP,  
INC., a California corporation; STEVEN ZLATT,  
M.D., INC., a California corporation; OASIS  
LEGAL FINANCE, LLC, a foreign Illinois limited  
liability company; IMAGING CENTER OF THE  
VALLEY AT SHERMAN OAKS COMMUNITY  
HOSPITAL, LTD., A CALIFORNIA LP, a  
California limited partnership; VALLEY OPEN  
MRI, LLC, a California limited liability company;  
and DOES I-V, inclusive; and ROE  
CORPORATIONS VI-X, inclusive,  
Cross-Claim Defendants.

At the October 15 hearing on the parties' Joint Stipulation to Stay Disbursement of Interpleader Funds, the Court directed the parties to submit supplemental briefs to address the impact, if any, that Leventhal v. Black & LoBello, 129 Nev. \_\_\_, \_\_\_, 305 P.3d 907, 909 (2013) has on the adjudication of McDonald Carano's charging lien. The Court also directed the parties to address the recent amendments to NRS 18.015.

**I. ADDITIONAL ARGUMENT**

**A. Leventhal Does Not Alter the Current State of Nevada Charging Lien Law.**

In Leventhal, the district court entered a final divorce decree in May 2010. Several months later, the parties returned to court to resolve a post-decree custody dispute. The dispute was resolved via stipulation in January 2011. The stipulation "did not produce any new recovery of money or property." Thereafter, the husband failed to pay his attorney for fees incurred in connection with the custody dispute. The attorney filed a notice of, and motion to adjudicate and enforce, a charging lien for the unpaid fees. The district court granted the motion and entered judgment against the husband and in favor of his attorney in excess of \$89,000.00.

In ruling that the district court erred in finding that the charging lien was valid, the Nevada Supreme Court first reiterated the elements of Nevada's charging lien statute (NRS 18.015).<sup>1</sup>

Next, the Court stated that

"NRS 18.015(3) requires a client to assert an affirmative claim for relief, from which some affirmative recovery can result. A charging lien cannot attach to the benefit gained for the client by securing a dismissal; it attaches to the tangible fruits of the attorney's services . . . . This fruit is generally money, property, or other actual proceeds gained by means of the claims asserted for the client in the litigation."

(citations omitted). Because the post-decree custody dispute did not result in the recovery of any money or property, there was nothing to which a charging lien could attach.

---

<sup>1</sup> The opinion in Leventhal was published on July 11, 2013, almost two weeks after the 2013 amendments to NRS 18.015 (discussed below) went into effect. Nevertheless, the Court cited to the prior version of the statute. As discussed herein, however, neither Leventhal nor the amendments to NRS 18.015 have any impact on this litigation.

1 Similarly, the Court held that the charging lien could not attach to any property or funds  
2 that were the subject of the divorce decree because the settlement was entered and such property  
3 and funds were distributed eight months before the attorney filed and attempted to perfect the  
4 lien; by that time, "there was nothing to which the lien could have attached."

5 Finally, the Court stated that "[a] timely motion to adjudicate and enforce the charging lien  
6 under NRS 18.015(4) . . . enables the court to evaluate the lien while it has jurisdiction over any  
7 affirmative recovery, while the attorney's performance is fresh in its mind, and before the  
8 judgment is satisfied and the proceeds are distributed." As support for this proposition, the Court  
9 cited Weiland v. Weiland, 814 So.2d 1252 (Fla. Dist. Ct. App. 2002) (attorney sought to enforce  
10 lien that was not properly noticed prior to final judgment); Sowder v. Sowder, 977 P.2d 1034,  
11 1038 (N.M. Ct. App. 1999) (attorney waived right to assert charging lien because he failed to give  
12 notice of intent to assert it prior to judgment proceeds being distributed); Anderson v. Farmers  
13 Coop. Elevator Ass'n, Inc., 874 A.2d 989, 992 (D. Neb. 1995) (charging lien asserted after  
14 property distributed to client was untimely); and Libner v. Main County Comm'rs Ass'n, 845 A.2d  
15 570, 573 (Me. 2004) (same).

16 To the extent that this statement might be interpreted to require McDonald Carano to have  
17 attempted to adjudicate its lien in the underlying personal injury litigation in which it filed the  
18 lien, all of the cases cited in this section of the opinion deal with the timing of the required notice;  
19 they do not address whether an attorney is required to file a motion to adjudicate a valid and  
20 perfected attorney lien in the same case in which judgment is entered or settlement is obtained.  
21 More importantly, the Nevada Supreme Court has expressly stated that "attorneys are not required  
22 to assert their fee claims in the action in which they are incurred but instead may file an  
23 independent action to recover their fees because the right to be paid is not based upon, or limited  
24 to, [the] lien. It is based upon a contract, express or implied." Frank Settelmeier & Sons, Inc. v.  
25 Smith & Harmer, Ltd., 124 Nev. 1206, 1216, 197 P.3d 1051, 1058 (2008) (citation and internal  
26 punctuation omitted); see also Sarman v. Goldwater, Taber and Hill, 80 Nev. 536, 539-40, 396  
27 P.2d 847, 849 (1964) (overruled on other grounds by Argentea Consol. Min. Co. v. Jolley Urga  
28 Wirth Woodbury & Standish, 125 Nev. 527, 529, 216 P.3d 779, 781 (2009)) ("Whatever the law

1 may be in other jurisdictions [regarding the necessity or appropriateness of enforcing an attorney  
2 lien in the underlying action], it is settled beyond doubt in Nevada. Whether the fee should be  
3 determined in the proceeding in which the attorneys have rendered their services, or resort had to  
4 an independent suit, poses a problem of choice rather than one of jurisdiction.”)

5 In short, Leventhal does not alter the state of attorney charging lien law in Nevada, nor  
6 does it impact any analysis or arguments (all of which are incorporated herein by this reference)  
7 advanced by McDonald Carano in support of its position that it has a valid, perfected, and  
8 enforceable charging lien in this matter.

9 B. The Recent Amendments to NRS 18.015 Have No Impact on this Litigation.

10 The Nevada Legislature amended NRS 18.015 during the most recent legislative session.  
11 With the exception of (1) striking out the words “on account of the suit, claim, demand or action”  
12 in Section 1 of the statute; and the words “interest which the attorney has in any cause of action”  
13 in section 2 of the statute; and (2) adding the words “if applicable” and “amount of the lien” to the  
14 new Section 3 of the statute, the Nevada Legislature did not make any substantive changes to the  
15 charging lien provisions of the statute. The remainder of the statutory amendments pertain to the  
16 codification of the common law retaining lien, which is not at issue here. Moreover, the lien at  
17 issue in this litigation was filed and perfected long before the amendments to NRS 18.015 went  
18 into effect. Therefore, the recent amendments to NRS 18.015 should have no impact on this  
19 litigation.

20 C. A Recent Nevada Supreme Court Order May Impact this Litigation.

21 On October 17, 2013 (two days after the hearing at which the Court ordered the  
22 supplemental briefing in this matter), the Nevada Supreme Court entered an Order of Reversal in  
23 Case No. 57759 (Hoff v. Walters). In accordance with SCR 123, McDonald Carano did not  
24 conduct an analysis of that Order in this brief. However, McDonald Carano recently filed a  
25 motion requesting that the Supreme Court publish the Order. See Notice of Motion to Publish  
26 Order of Reversal as Published Opinion (filed Oct. 29, 2013). Because publication of the Order  
27 of Reversal could substantially affect this litigation, this Court should refrain from entering a final  
28

1 order on the attorney lien and disbursement issues until after the Supreme Court enters an order  
2 on McDonald Carano's motion.

3 **II. CONCLUSION**

4 Based on the foregoing, neither Leventhal nor the recent amendments to NRS 18.015 have  
5 any impact on this litigation. However, the Supreme Court's ruling on McDonald Carano's  
6 motion to publish the Order of Reversal in Hoff v. Walters may have a significant impact.  
7 Therefore, the Court should continue this hearing and refrain from entering a final order on  
8 McDonald Carano's Countermotion to Adjudicate Attorney Lien pending such ruling.

9 Dated: November 5, 2013.

McDONALD CARANO WILSON LLP

By: 

George F. Ogilvie III, Esq. (#3552)

Patrick J. Murch, Esq. (#10162)

2300 West Sahara Avenue, Suite 1200

Las Vegas, Nevada 89102

Attorneys for McDonald Carano Wilson LLP



CERTIFICATE OF SERVICE

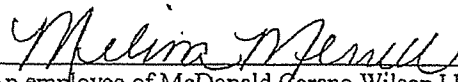
I hereby certify that I am an employee of the law firm of McDonald Carano Wilson LLP, and, on November 5, 2013, I caused a copy of the foregoing **SECOND SUPPLEMENT TO MCDONALD CARANO WILSON'S OPPOSITION TO PLAINTIFF'S MOTION FOR DISBURSEMENT OF INTERPLEADER FUNDS; and COUNTERMOTION TO ADJUDICATE ATTORNEY'S LIEN AND DISBURSEMENT OF INTERPLEADER FUNDS** to be served, via U.S. Mail, upon the following:

Michelle L. Abrams, Esq.  
Abrams Probate & Planning Group  
530 South Fourth Street  
Las Vegas, Nevada 89101  
*Attorneys for Oasis Legal Finance, LLC*

Jacqueline Mary McQuigg, Esq.  
Law Offices of Jacqueline Mary McQuigg, Esq.  
2620 Regatta Drive, Suite 102  
Las Vegas, Nevada 89128  
*Attorneys for the Chiu Entities*

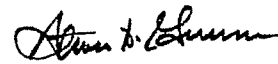
Mark J. Bourassa, Esq.  
Christopher W. Carson, Esq.  
The Bourassa Law Group, LLC  
8668 Spring Mountain Road, Suite 101  
Las Vegas, Nevada 89117  
*Attorneys for Plaintiff*

James T. Studer, Esq.  
James Studer & Associates  
1420 Los Angeles Avenue, Suite 203  
Simi Valley, California 93065  
*Attorneys for the Chiu Entities*

  
An employee of McDonald Carano Wilson LLP

290037

# EXHIBIT 26

  
CLERK OF THE COURT

1 JOIN  
2 ABRAMS PROBATE & PLANNING GROUP  
3 MICHELLE L. ABRAMS, ESQ.  
4 Nevada State Bar #005565  
5 530 South Fourth Street  
6 Las Vegas, Nevada 89101  
7 Telephone: (702) 369-3724  
8 Facsimile: (702) 369-0651  
9 mabrams@abramsprobateandplanning.com  
10 Attorney for Oasis Legal Finance  
11

12 DISTRICT COURT  
13 CLARK COUNTY, NEVADA

14 THE BOURASSA LAW GROUP, LLC ,

15 Plaintiff,

16 v.

17 CALIFORNIA BACK SPECIALISTS  
18 MEDICAL GROUP, INC., et. al. ,

19 Defendants.

Case No. A-11-651563-C

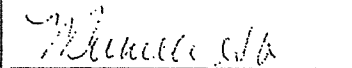
Dept. No. XXVIII

DATE OF HEARING: November 12, 2013  
TIME OF HEARING: 9:00 a.m.

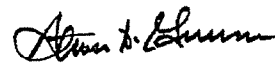
20 JOINDER IN PLAINTIFF'S FURTHER SUPPLEMENTAL BRIEF IN SUPPORT OF  
21 PLAINTIFF'S MOTION FOR DISBURSEMENT OF INTERPLEADER FUNDS

22 COMES NOW, Oasis Legal Finance, by and through its counsel, Michelle L. Abrams, Esq.  
23 and does hereby join in the Further Supplemental Brief in Support of Plaintiff's Motion for  
24 Disbursement of Interpleader Funds; and, hereby requests that the Court allow payment to Oasis  
25 Legal Finance in the amount of \$5,303.54.

26 Respectfully submitted,  
27 ABRAMS PROBATE & PLANNING GROUP

28   
MICHELLE L. ABRAMS, ESQ.  
Nevada State Bar #005565

# EXHIBIT 27

  
CLERK OF THE COURT

1 RTRAN  
2  
3

4 DISTRICT COURT  
5 CLARK COUNTY, NEVADA  
6

7 BOURASSA LAW GROUP, LLC,

8 Plaintiff,

9 vs.  
10

11 CALIFORNIA BACK SPECIALISTS  
12 MEDICAL GROUP, INC.,

13 Defendant.  
14

CASE NO. A651563

DEPT. XXVIII

15 BEFORE THE HONORABLE RONALD J. ISRAEL, DISTRICT COURT JUDGE  
16 TUESDAY, NOVEMBER 12, 2013

17 **TRANSCRIPT OF PROCEEDINGS**  
18 **HEARING RE: DISBURSEMENT OF**  
19 **INTERPLEADER FUNDS & 45 DAY STAY**  
20

21 APPEARANCES:

22 For the Plaintiff:

MARK J. BOURASSA, ESQ.

23 For the Defendant:

24 Oasis Legal Finance, LLC  
25 McDonald Carano Wilson LLP

MICHELLE L. ABRAMS, ESQ.  
RORY T. KAY, ESQ.  
PATRICK J. MURCH, ESQ.

RECORDED BY: JUDY CHAPPELL, COURT RECORDER

1 TUESDAY, NOVEMBER 12, 2013 AT 9:10 A.M.

2  
3 THE CLERK: Case Number A651365 or 63, Bourassa Law Group versus  
4 California Back and Specialty [sic].

5 THE COURT: Good morning.

6 MR. MURCH: Good morning.

7 THE COURT: Counsel, state your appearance.

8 MR. BOURASSA: Good morning, Judge. Mark Bourassa for the Bourassa  
9 Law Group.

10 MR. MURCH: Good morning, Your Honor. Patrick Murch for McDonald  
11 Carano Wilson.

12 MR. KAY: Good morning, Your Honor. Rory Kay on behalf of McDonald  
13 Carano Wilson.

14 MS. ABRAMS: Michelle Abrams for Oasis Legal Finance.

15 THE COURT: Good morning. So I asked you to supplement regarding both  
16 the changes to 18 and the *Lobello* case. And apparently we got something on  
17 Friday afternoon; although, certainly we haven't had a chance to review it.  
18 I'm – although I didn't read the potential new case or the case from the Supreme  
19 Court that wasn't published, the fact that the request for publishing certainly seems  
20 like it is almost directly on point. And I would like to hear from the Supreme Court if  
21 they are going to. Sometimes I'm not sure why they don't, but in any event, do you  
22 guys – do both – can you both have input into that? That's my only, I guess,  
23 concern is that it was this – well, I guess, certainly there was somebody who  
24 opposed it initially so if the Supreme Court makes a decision and publishes it, it will  
25 be Nevada law. Anything –

1 MR. MURCH: If I could address the what you asked us to address first, Your  
2 Honor.

3 THE COURT: Okay. Sure.

4 MR. MURCH: The statute changed in July and it added the -- there's codified  
5 the common law retaining lien. So I don't think that amendments to the statute have  
6 any impact on this case. I don't think *Black and Lobello* has any impact on this case  
7 because that talks about the fruits of settlement or judgment and in that case there  
8 weren't any. In this case, obviously we have them. So I don't think that that --

9 THE COURT: It was the timing --

10 MR. MURCH: -- case matters.

11 THE COURT: -- issue, yes.

12 MR. MURCH: But as far as this new case, we didn't want to -- I didn't know  
13 how else to put it in front of the Court, but it appears that, you're right, the Supreme  
14 Court has -- they've interpreted this *Earl* case to mean that what we're asking for  
15 here and what we've been asking for all along. So I guess our position is that we  
16 would ask that the Court stay this matter completely until that motion is decided.

17 THE COURT: And you guys had sent in a stip in order to stay the  
18 disbursement anyway which I -- which brought about this change sort of.

19 Here's my thinking on what's been happening and maybe I'm wrong  
20 and I guess we'll find out if they publish this opinion. Before, they were very  
21 reluctant but through all the cases, including *Argentina*, to require the Court to  
22 decide all the issues and of course allow the counsel to file a separate cause of  
23 action, they encouraged it. They were not, they were very reluctant to put these  
24 together. I disagree to a certain extent that I think *Lobello* is sort of leaning, it  
25 doesn't have a lot to do with this case, but it's the first time they've sort of, and

1 maybe I'm reading more into it, that they're going towards what may be this  
2 published opinion. Certainly it sounds like the facts are there on this unpublished  
3 opinion that they're leaning towards resolving all the issues in one action as long as  
4 there isn't a claim of malpractice. And in this case, there is no claim of legal  
5 malpractice, correct?

6 MR. MURCH: In -- in --

7 THE COURT: Your case.

8 MR. MURCH: -- in the underlying case that resulted in the settlement, yes  
9 there is.

10 THE COURT: In the underlying case there's a claim of malpractice against --

11 MR. MURCH: McDonald Carano.

12 THE COURT: Okay. So. Okay, but that was now resolved. Correct?

13 MR. MURCH: That malpractice claim is ongoing.

14 THE COURT: Oh the malpractice is ongoing.

15 MR. MURCH: It has not been resolved.

16 THE COURT: Okay. So this is quite different than most cases where the  
17 plaintiff is basically out of it and has no interest in the funds.

18 MR. BOURASSA: To some degree, Judge. The medical bills in this case  
19 substantially, substantially outnumber the total \$55,000 recovery. So regardless of  
20 the circumstances, and I just want to be candid with the Court, Mr. Cooper would not  
21 be receiving a dime of this. We have \$55,000 that's going to be split up one way or  
22 another between attorneys and medical providers and that's the end of it. So  
23 Mr. Cooper, he's clear on that and is essentially no longer involved with my office to  
24 any degree. We're just seeking to disburse the funds. I think maybe the most  
25 prudent thing to do is to --



1 THE COURT: Well everybody agreed to this stay, correct?

2 MR. BOURASSA: Absolutely. And we're -- that was the stay to disburse as a  
3 further courtesy I think to Counsel and why you wanted this briefed so that -- so that  
4 they didn't run their time limit on the appeal. We also have an order staying this  
5 case for 45 days running back to October 15<sup>th</sup> which would also extend the time for  
6 them to file an appeal.

7 I think what the parties are interested in at this juncture because of the  
8 unique facts of this particular case is to go ahead and get that 45-day stay entered  
9 to preserve Defendant's time to appeal the prior order and just proceed along that  
10 path. We don't think that the case law substantially affects the circumstances of this  
11 case, new or old. And I think that the way to resolve it is to get the unique facts of  
12 this case up in front of the Supreme Court and see what they do with it.

13 THE COURT: Well, just from reading you the request to have it published, it  
14 does appear to be on point except I don't think, and you can correct me and I guess,  
15 I mean, I was reticent to read the opinion because obviously it's not supposed to be  
16 considered precedent and it's hard to, you know, read something that's by this -- that  
17 they've -- at least three panel has agreed to. But I assume that case or the decision  
18 has nothing to do with when there is an underlying malpractice action.

19 MR. MURCH: I think the cases that involved the malpractice, the underlying  
20 malpractice action, in the cases that -- the line of cases that you're talking about  
21 have to do when the plaintiff or the client is also making a claim against the same  
22 money. And I think in that situation, it's treated differently than in a situation where  
23 the plaintiff or the client is not making a claim against the money. And that's the  
24 case we have here is that he's not making a claim against the funds. He --

25 THE COURT: He interpled or the --

1 MR. MURCH: -- wasn't made a party to this. So --  
2 THE COURT: Was the -- were these monies interpled or you just --  
3 MR. BOURASSA: They're not, Your Honor, they're still sitting --  
4 THE COURT: -- you just. Okay.  
5 MR. BOURASSA: -- in my trust account. We had that conversation --  
6 THE COURT: All right.  
7 MR. BOURASSA: -- last year.  
8 THE COURT: But either way --  
9 MR. MURCH: So I don't think that that line of cases is applicable --  
10 THE COURT: Well.  
11 MR. MURCH: -- I don't think that that rationale is applicable.  
12 THE COURT: Interesting. All right. So you've agreed to the stay so I'm  
13 going to grant the stay. Do we need to revise it? The stip?  
14 MR. BOURASSA: Does 45 days from October 15<sup>th</sup> enough? That put you to  
15 November 30. Or do you want a longer period? It doesn't matter to me.  
16 MR. MURCH: I don't think that the days -- the number of days matters. I think  
17 it's -- it depends on when the Supreme Court makes this decision on this motion. I  
18 don't -- I think we would like to have it stayed until that point. So entering a certain  
19 number of days we would be back in front and asking for an extension of the stay if  
20 the Supreme Court hasn't ruled on that yet.  
21 MR. BOURASSA: Why don't we just go thirty days after the Supreme Court  
22 rules on that.  
23 MR. MURCH: And that's fine.  
24 MR. BOURASSA: Okay.  
25 MR. MURCH: That's fine.

1 MR. BOURASSA: We're amenable to that, Your Honor. Let's -- we'll prepare  
2 and submit a stipulation or, excuse me, just an order. I think we can all agree here  
3 in Court to --

4 THE COURT: Okay. I'm still -- I do -- although the money doesn't affect the  
5 plaintiff, yeah, it is a different situation and I guess I would like to read that decision  
6 in full, but anyway, so you've agreed to the stay, we'll go that route for now and see  
7 what happens.

8 MR. BOURASSA: We'll submit an order to the Court staying the matter  
9 retroactive from October 15<sup>th</sup> -- I'll double check with you just to make sure we don't  
10 affect your date -- until thirty days after the Supreme Court rules on --

11 THE COURT: Whether they're going to publish the opinion.

12 MR. BOURASSA: Yes.

13 MR. MURCH: I don't know if I should open this up, but so we had a hearing  
14 back in May that -- or we got this all started. And Your Honor said that we weren't  
15 entitled, because of *Argentina* we weren't entitled to any of the money. And then  
16 there was an order entered on that hearing. So does this open that order back up  
17 such that it would preserve our right to appeal because I don't want to get to the  
18 Supreme Court and then have them say you didn't preserve your right to appeal  
19 because you didn't appeal that order which wasn't entered until September. And  
20 now it's too late because the District Court didn't have -- wasn't able to open it back  
21 up again. So that's -- I just want to make sure that we're clear that this pertains to  
22 the original order.

23 THE COURT: It does and as far as I'm concerned because there has been a  
24 lot of, you know, whether or not the 18 change affected this particular case, the  
25 *Lobello* and now potentially another new Supreme Court decision, to me, leaves us

1 all up in limbo. And since the money is still in the trust account, I think the best way,  
2 that's the best way is to wait and see what they're going to do. And so in my mind, it  
3 does -- it does apply to the order that was back in -- May?

4 MR. MURCH: Yes.

5 THE COURT: Yeah.

6 MR. MURCH: Well the order was entered in September, but the motion was  
7 decided in May.

8 MR. BOURASSA: It's inconsequential to us, Your Honor. It was just as a  
9 matter of courtesy. It was our understanding all along that they intend to do an  
10 appeal if they lost. And no skin off of my nose if --

11 THE COURT: Right.

12 MR. BOURASSA: -- if we retroactively date that back to whenever is  
13 convenient for Counsel.

14 THE COURT: Nunc pro tunc. I never use that, but --

15 MR. BOURASSA: First time for everything, Judge.

16 THE COURT: Yeah. Okay. Then that's what it'll be.

17 MR. MURCH: Okay.

18 THE COURT: Thank you. Let's hope they publish it. Let's -- and then let's  
19 hope it --

20 MR. BOURASSA: Well then we'll have to come back and reargue it.

21 THE COURT: I had forgotten because, yeah, I had forgotten that this  
22 was -- that they were claiming malpractice so I don't know.

23 MR. BOURASSA: It's an odd case, Judge.

24 THE COURT: Okay.

25 MR. MURCH: All right. Thank you.

1 THE COURT: Have a good day.  
2 MR. BOURASSA: Thank you.  
3 [Colloquy between the Judge and the Court Clerk]  
4 THE CLERK: So. We're going to –  
5 THE COURT: We'll probably set a status check in chambers, by the way.  
6 But we'll wait until we get the order.  
7 MR. BOURASSA: Okay. Thank you.

8  
9 [Proceeding concluded at 9:24 a.m.]  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19

20 ATTEST: I hereby certify that I have truly and correctly transcribed the audio/visual  
21 recording in the above-entitled case.

22 Judy Chappell  
23 Judy Chappell  
24 Court Recorder  
25

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

McDONALD CARANO WILSON LLP, a  
Nevada limited liability partnership,

**No. 64658**

Appellant,

vs.

THE BOURASSA LAW GROUP, LLC, a  
Nevada limited liability corporation; OASIS  
LEGAL FINANCE, LLC, an Illinois limited  
liability company; CALIFORNIA BACK  
SPECIALISTS MEDICAL GROUP, INC., a  
California corporation; CALIFORNIA  
MINIMALLY INVASIVE SURGERY  
CENTER, INC., a California corporation;  
THOUSAND OAKS SPINE MEDICAL  
GROUP, INC., a California corporation;  
CONEJO NEUROLOGICAL MEDICAL  
GROUP, INC., a California corporation; and  
MEDICAL IMAGING MEDICAL GROUP  
INC., a California corporation,

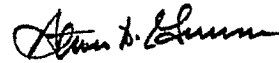
Respondents.

**JOINT APPENDIX**

VOLUME II

PART 4

# EXHIBIT 21



CLERK OF THE COURT

1 NEO  
2 MARK J. BOURASSA, ESQ.  
3 Nevada Bar No. 7999  
4 CHRISTOPHER W. CARSON, ESQ.  
5 Nevada Bar No. 9523  
6 THE BOURASSA LAW GROUP, LLC  
7 8668 Spring Mountain Road, Suite 101  
8 Las Vegas, Nevada 89117  
9 Telephone: (702) 851-2180  
10 Facsimile: (702) 851-2189  
11 [mbourassa@bourassalawgroup.com](mailto:mbourassa@bourassalawgroup.com)  
12 [ccarson@bourassalawgroup.com](mailto:ccarson@bourassalawgroup.com)

13 *Attorneys for Plaintiff*

14 DISTRICT COURT  
15 CLARK COUNTY, NEVADA

16 THE BOURASSA LAW GROUP, LLC,

17 Plaintiff,

18 vs.

CASE NO.: A651563

DEPT NO.: XXVIII

19 CALIFORNIA BACK SPECIALISTS  
20 MEDICAL GROUP, INC., a California  
21 Corporation; CALIFORNIA MINIMALLY  
22 INVASIVE SURGERY CENTER, an  
23 unknown entity; CONEJO NEUROLOGICAL  
24 MEDICAL GROUP, INC., a California  
25 Corporation; LOS ANGELES  
26 ORTHOPAEDIC INSTITUTE, INC., a  
27 California Corporation; MEDICAL  
28 IMAGING MEDICAL GROUP, an unknown  
entity; MOUNTAIN VIEW SURGICAL  
CENTER, INC., a California Corporation;  
CHARLES K. NEAL, an individual; QUEST  
DIAGNOSTICS WEST HILLS, a foreign  
Delaware Corporation; SCREEN ACTORS  
GUILD, INC., a California Corporation;  
THOUSAND OAKS SPINE MEDICAL  
GROUP, INC., a California Corporation;  
STEVEN ZLATT, M.D., INC., a California  
Corporation; OASIS LEGAL FINANCE,  
LLC, a foreign Illinois Limited Liability  
Company; McDONALD, CARANO  
WILSON LLP, a Nevada Limited Liability  
Partnership; IMAGING CENTER OF THE  
VALLEY AT SHERMAN OAKS  
COMMUNITY HOSPITAL, LTD, A  
CALIFORNIA LP, a California Limited  
Partnership; VALLEY OPEN MRI, LLC, a

NOTICE OF ENTRY OF ORDER  
GRANTING PLAINTIFF'S MOTION  
FOR DISBURSEMENT OF  
INTERPLEADER FUNDS;

and

DENYING McDONALD CARANO  
WILSON LLP'S COUNTERMOTION  
FOR ADJUDICATION OF  
ATTORNEY'S LIEN AND  
DISBURSEMENT OF  
INTERPLEADER FUNDS



1 California Limited Liability Company; and  
2 DOES I-V, inclusive; and ROE  
3 CORPORATIONS VI-X, inclusive,  
4 Defendants.

5  
6 **NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFF'S MOTION FOR**  
7 **DISBURSEMENT OF INTERPLEADER FUNDS; and**  
8 **DENYING McDONALD CARANO WILSON LLP'S COUNTERMOTION FOR**  
9 **ADJUDICATION OF ATTORNEY'S LIEN AND DISBURSEMENT OF**  
10 **INTERPLEADER FUNDS**

11 PLEASE TAKE NOTICE that on or about September 12, 2013 an order was entered  
12 Granting Plaintiff's Motion for Distribution of Interpleader Funds and Denying McDonald  
13 Carano Wilson LLP's Countermotion for Adjudication of Attorney's Lien and Disbursement of  
14 Interpleader Funds in the above entitled matter. A copy of the order is attached hereto as Exhibit  
15 1.

16 Dated this 16<sup>th</sup> day of September 2013.

17 THE BOURASSA LAW GROUP, LLC

18 /s/ Mark J. Bourassa

19  
20 MARK J. BOURASSA, ESQ.  
21 Nevada Bar No. 7999  
22 CHRISTOPHER W. CARSON, ESQ.  
23 Nevada Bar No. 9523  
24 8668 Spring Mountain Road, Suite 101  
25 Las Vegas, Nevada 89117  
26 Tel: (702) 851-2180  
27 Fax: (702) 851-2189  
28 Attorneys for Plaintiff

**CERTIFICATE OF SERVICE**

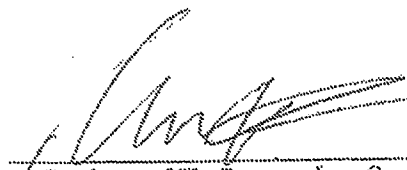
I HEREBY CERTIFY that on the 16<sup>th</sup> day of September 2013 I served a true and correct copy of the foregoing document entitled NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFF'S MOTION FOR DISBURSEMENT OF INTERPLEADER FUNDS; and DENYING McDONALD CARANO WILSON LLP'S COUNTERMOTION FOR ADJUDICATION OF ATTORNEY'S LIEN AND DISBURSEMENT OF INTERPLEADER FUNDS via first class, United States mail, postage prepaid addressed to the following persons:

Michelle L. Abrams, Esq.  
4750 W. Flamingo Rd. Ste. B  
Las Vegas, NV 89103  
*Attorney for Oasis Legal Finance, LLC.*

Patrick J. Murch, Esq.  
McDonald Carano Wilson LLP  
2300 W. Sahara Ave., #10 Suite 1000  
Las Vegas, NV 89102  
*Attorneys for McDonald Carano Wilson LLP*

Jacqueline Mary McQuigg, Esq.  
2620 Regatta Dr., Ste. 102  
Las Vegas, NV 89128  
*Attorney for the Chiu Entities*

James T. Stoder, Esq.  
1420 Los Angeles Avenue, Ste 203  
Simi Valley, CA 93065  
*Attorney for the Chiu Entities*

  
An Employee of The Bourassa Law Group, LLC

# EXHIBIT 1

# EXHIBIT 1

*Anna L. Blum*  
CLERK OF THE COURT

OGM  
MARK J. BOURASSA, ESQ.  
Nevada Bar No. 7999  
THE BOURASSA LAW GROUP, LLC  
8668 Spring Mountain Road, Suite 101  
Las Vegas, Nevada 89117  
Telephone: (702) 851-2180  
Facsimile: (702) 851-2189  
mbourassa@bourassalawgroup.com  
Attorney for Plaintiff

DISTRICT COURT  
CLARK COUNTY, NEVADA

THE BOURASSA LAW GROUP, LLC

Plaintiff,

vs.

CALIFORNIA BACK SPECIALISTS  
MEDICAL GROUP, INC., a California  
corporation; CALIFORNIA MINIMALLY  
INVASIVE SURGERY CENTER, an  
unknown entity; CONEJO NEUROLOGICAL  
MEDICAL GROUP, INC., a California  
corporation; LOS ANGELES  
ORTHOPAEDIC INSTITUTE, INC., a  
California corporation; MEDICAL IMAGING  
MEDICAL GROUP, an unknown entity;  
MOUNTAIN VIEW SURGICAL CENTER,  
INC., a California corporation; CHARLES K.  
NEAL, an individual; QUEST  
DIAGNOSTICS WEST HILLS, a foreign  
Delaware corporation; SCREEN ACTORS  
GUILD, INC., a California corporation;  
THOUSAND OAKS SPINE MEDICAL  
GROUP, INC., a California corporation;  
STEVEN ZLATT, M.D., INC., a California  
corporation; OASIS LEGAL FINANCE,  
LLC, a foreign Illinois limited liability  
company; McDONALD CARANO WILSON  
LLP, a Nevada limited liability partnership;  
IMAGING CENTER OF THE VALLEY AT  
SHERMAN OAKS COMMUNITY  
HOSPITAL, LTD., A CALIFORNIA LP, a  
California limited partnership; VALLEY  
OPEN MRI, LLC, a California limited  
liability company; and DOES I-V, inclusive,  
and ROE CORPORATIONS VI-X, inclusive.

Defendants

CASE NO.: A-11-651563-C  
DEPT NO.: XXVIII

ORDER GRANTING PLAINTIFF'S  
MOTION FOR DISBURSEMENT OF  
INTERPLEADER FUNDS;

and

DENYING McDONALD CARANO  
WILSON LLP'S COUNTERMOTION  
FOR ADJUDICATION OF  
ATTORNEY'S LIEN AND  
DISBURSEMENT OF  
INTERPLEADER FUNDS

<input type="checkbox"/> Voluntary Dis.	<input type="checkbox"/> Waive	<input checked="" type="checkbox"/> Jury Trial	<input type="checkbox"/> Final Dispositions
<input type="checkbox"/> Voluntary (with Dis.)	<input type="checkbox"/> Waive Jury	<input type="checkbox"/> Jury Trial	<input type="checkbox"/> Stay Until Expired
<input type="checkbox"/> Legal on Dis. Issues	<input type="checkbox"/> Waive Jury	<input type="checkbox"/> Jury Trial	<input type="checkbox"/> Discontinue both or either complaint
<input type="checkbox"/> No to Dis. Trial	<input type="checkbox"/> Waive Jury	<input type="checkbox"/> Jury Trial	<input type="checkbox"/> Judgment Satisfied Paid in Full

1 McDONALD CARANO WILSON LLP, a  
2 Nevada limited liability partnership.

3 Counterclaimant,

4 vs.

5 THE BOURASSA LAW GROUP, LLC, a  
6 Nevada limited liability company; and DOES  
7 I-V, inclusive; and ROE CORPORATIONS  
8 VI-X, inclusive.

9 Counterclaim Defendants.

10 McDONALD CARANO WILSON LLP, a  
11 Nevada limited liability partnership.

12 Cross-Claimant,

13 vs.

14 CALIFORNIA BACK SPECIALISTS  
15 MEDICAL GROUP, INC., a California  
16 corporation; CALIFORNIA MINIMALLY  
17 INVASIVE SURGERY CENTER, an  
18 unknown entity; CONEJO NEUROLOGICAL  
19 MEDICAL GROUP, INC., a California  
20 corporation; LOS ANGELES  
21 ORTHOPAEDIC INSTITUTE, INC., a  
22 California corporation; MEDICAL IMAGING  
23 MEDICAL GROUP, an unknown entity;  
24 MOUNTAIN VIEW SURGICAL CENTER,  
25 INC., a California corporation; CHARLES K.  
26 NEAL, an individual; QUEST  
27 DIAGNOSTICS WEST HILLS, a foreign  
28 Delaware corporation; SCREEN ACTORS  
GUILD, INC., a California corporation;  
THOUSAND OAKS SPINE MEDICAL  
GROUP, INC., a California corporation;  
STEVEN ZIATT, M.D., INC., a California  
corporation; OASIS LEGAL FINANCE  
LLC, a foreign Illinois limited liability  
company; IMAGING CENTER OF THE  
VALLEY AT SHERMAN OAKS  
COMMUNITY HOSPITAL LTD., A  
CALIFORNIA LP, a California limited  
partnership; VALLEY OPEN MRI, LLC, a  
California limited liability company; and  
DOES I-V, inclusive; and ROE  
CORPORATIONS VI-X, inclusive.

Cross-Claim Defendants.

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1 subsequently obtained a settlement on Cooper's behalf in the total amount of \$55,000.00, and  
2 incurred costs of \$30.89.

3 The medical bills incurred by Cooper substantially exceeded the settlement amount.  
4 Accordingly, Plaintiff filed the instant interpleader action and subsequently, its Motion on or  
5 about March 20, 2013. On or about March 29, 2013, Oasis filed a Joinder in Plaintiff's Motion.  
6 On or about April 1, 2013, McDonald Carano filed its Countermotion in conjunction with its  
7 Opposition to Plaintiff's Motion.  
8

9 A hearing was held on the Motion and Countermotion on April 16, 2013. At this  
10 hearing the Honorable Ronald L. Israel requested that the parties conduct further research and  
11 prepare and submit supplemental briefs discussing the parties' respective positions regarding  
12 *Argentina Consolidated Mining Company v. Jolley Urga Wirth Woodbury & Staudish*, 125  
13 Nev. 527, 216 P.3d 779 (Nev. 2009). The parties complied with the Court's Order and a second  
14 hearing was held on May 14, 2013.  
15

#### 16 CONCLUSIONS OF LAW

##### 17 A. Charging Lien

18 A Charging Lien is a lien on the judgment or settlement that the attorney has obtained  
19 for the client. *Argentina*, 216 P. 3d at 783-784 (Citations omitted). Following McDonald  
20 Carano's withdrawal, Plaintiff represented Cooper in the underlying matter on a contingency  
21 basis of 40 percent before the deduction of costs or expenses. Because Plaintiff was  
22 representing Cooper at the time of settlement, Plaintiff has a charging lien on the settlement  
23 funds, and is entitled to enforce its charging lien against the settlement proceeds for its attorney  
24 fees in the amount of \$22,000.00, plus costs of \$30.89.  
25

26 It is undisputed that McDonald Carano withdrew from representing Cooper prior to any  
27 settlement being obtained. It is also undisputed that McDonald Carano did not obtain any  
28

1 settlement on behalf of Cooper. Accordingly, based on the plain reading of the definition of a  
2 Charging Lien under *Argentina* -- "a lien on the judgment or settlement that the attorney has  
3 obtained for the client" -- McDonald Carano cannot have a charging lien because McDonald  
4 Carano withdrew from the Cooper matter prior to any settlement being obtained and did not  
5 obtain a settlement for the client. *Id.*

6  
7 Based on the above, McDonald Carano is not entitled to recover any attorney fees or  
8 costs under a theory of a Charging Lien.

9 **B. Retaining Lien**

10 A Retaining Lien allows a discharged attorney to withhold the client's file and other  
11 property until the court, at the request or consent of the client, adjudicates the client's rights and  
12 obligations with respect to the lien. *Id.* at 782.

13 In this instance, McDonald Carano did not retain Cooper's file or property.  
14 Accordingly, no Retaining Lien exists and therefore cannot be enforced.

15  
16 IT IS THEREFORE ORDERED that The Bourassa Law Group, LLC be awarded its  
17 requested attorney fees in the amount \$22,000.00, calculated as 40 percent of the total  
18 settlement before the deduction of costs and expenses, plus costs in the amount of \$30.89, and  
19 that the sum of \$22,030.89 shall be disbursed to The Bourassa Law Group, LLC.

20  
21 IT IS FURTHER ORDERED that McDonald Carano be awarded nothing from the  
22 settlement proceeds.

23 IT IS FURTHER ORDERED that the remaining settlement proceeds, after payment of  
24 The Bourassa Law Group, LLC's fees and costs, total \$32,969.11. Those funds shall be  
25 disbursed on a pro-rata basis between the remaining responding parties as follows:

26 ///

27 ///

28 ///



<u>Claimant</u>	<u>Amount of Claim</u>	<u>Percentage of Total Claim</u>	<u>Amount to be Disbursed</u>
California Back Specialists Medical Group, Inc.	\$83,146.00	34.36%	\$11,326.64
California Minimally Invasive Surgery Center	\$77,300.00	31.19%	\$10,282.92
Thousand Oaks Spine Medical Group, Inc.	\$31,047.50	12.53%	\$4,130.13
Concjo Neurological Medical Group	\$2,064.00	0.83%	\$274.57
Medical Imaging Medical Group, Inc.	\$10,241.88	4.13%	\$1,362.44
Oasis Legal Finance, LLC	\$42,040.00	16.96%	\$5,592.42
<b>TOTAL:</b>	<b>\$247,839.38</b>	<b>100.00%</b>	<b>\$32,969.11</b>

The Clerk of the Court shall disburse the settlement proceeds in accordance with the foregoing within thirty (30) days of the date of the entry of this Order.

**IT IS SO ORDERED.**

Dated this 12 day of September, 2013.

*Heard & Decided on 5-14-13 R*

*Ronald J. Isobel*  
 Judge Ronald J. Isobel  
 District Court Judge, Dept. XXVIII

Respectfully Submitted:

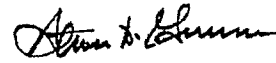
**THE BOURASSA LAW GROUP, LLC**

*[Signature]*  
 MARK J. BOURASSA, ESQ.  
 Nevada Bar No. 7999  
 8668 Spring Mountain Road, Suite 101  
 Las Vegas, Nevada 89117  
 Attorney for Plaintiff

# EXHIBIT 22

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ORIGINAL



CLERK OF THE COURT

DISTRICT COURT  
CLARK COUNTY, NEVADA

BOURASSA LAW GROUP, LLC,  
PLAINTIFF(S),

CASE NO.: A-11-651563-C  
DEPT NO.: XXVIII

VS.

FILE WITH  
MASTER CALENDAR

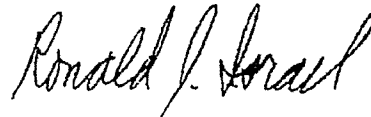
CALIFORNIA BACK SPECIALISTS  
MEDICAL GROUP INC, ET AL,  
DEFENDANT(S).

**ORDER SCHEDULING HEARING:**  
**DISBURSEMENT OF INTERPLEADER FUNDS**

TO: Mark J. Bourassa, Esq.  
Christopher W. Carson, Esq.  
Jaqueline M. Salas-McQuigg, Esq.  
Michelle Lynn Abrams, Esq.  
George F. Ogilvie, Esq.  
Patrick J. Murch, Esq.

YOU ARE HEREBY ORDERED TO APPEAR in District Court, 200 Lewis  
Avenue, Department XXVIII (Courtroom #15C), on the 15<sup>th</sup> day of October, 2013, at  
9:00 a.m. for Hearing On Disbursement Of Interpleader Funds. Appearances are  
mandatory.

DATED this 24th day of September, 2013.



RONALD J. ISRAEL  
DISTRICT COURT JUDGE

///

RONALD J. ISRAEL  
DISTRICT JUDGE  
DEPT XXVIII

A-11-651563-C  
Bourassa Law Group, LLC, Plaintiff(s)  
vs.  
California Back Specialists Medical Group Inc, Defendant(s)  
Order Scheduling Status - Dept XXVIII

**CERTIFICATE OF SERVICE**

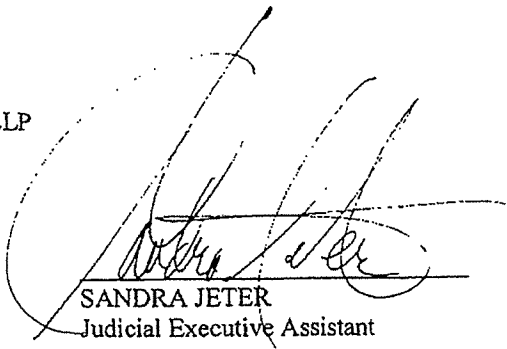
I hereby certify that on or about the date signed, I served a copy of this Order to  
the following attorneys or parties in proper person:

Mark J. Bourassa, Esq.  
Christopher W. Carson, Esq.  
THE BOURASSA LAW GROUP, LLC

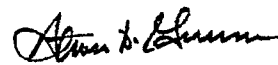
Jaqueline M. Salas-McQuigg, Esq.

Michelle Lynn Abrams, Esq.

George F. Ogilvie, Esq.  
Patrick J. Murch, Esq.  
McDONALD CARANO WILSON LLP

  
SANDRA JETER  
Judicial Executive Assistant

# EXHIBIT 23



CLERK OF THE COURT

1 RTRAN

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4 DISTRICT COURT  
5 CLARK COUNTY, NEVADA

6  
7 BOURASSA LAW GROUP LLC,

8 Plaintiff,

9 vs.

10  
11 CALIFORNIA BACK SPECIALISTS  
12 MEDICAL GROUP INC.,

13 Defendant.

CASE NO. A651563

DEPT. XXVIII

14 BEFORE THE HONORABLE RONALD J. ISRAEL, DISTRICT COURT JUDGE

15 TUESDAY, OCTOBER 15, 2013

16 **TRANSCRIPT OF PROCEEDINGS**  
17 **HEARING RE: DISBURSEMENT OF INTERPLEADER FUNDS**

18 APPEARANCES:

19 For the Plaintiff:

MARK J. BOURASSA, ESQ.

20 For the Defendant:

21 Oasis Legal Finance, LLC  
22 McDonald Carano Wilson LLP

MICHELLE L. ABRAMS, ESQ.  
RORY KAY, ESQ.  
PATRICK MURCH, ESQ.

23  
24  
25 RECORDED BY: JUDY CHAPPELL, COURT RECORDER

1 TUESDAY, OCTOBER 15, 2013 AT 9:22 A.M.

2  
3 THE CLERK: Case Number A651563, Bourassa Law Group versus California  
4 Back Specialists Medical Group Inc.

5 MR. BOURASSA: Good morning, Judge. Mark Bourassa.

6 MR. KAY: Good morning, Your Honor. Rory Kay and Patrick Murch for  
7 McDonald Carano.

8 MR. MURCH: Good morning, Your Honor.

9 MS. ABRAMS: Michelle Abrams appearing for Oasis Legal Finance.

10 THE COURT: Yeah, have a seat. This is the case that I brought back  
11 because in between when we heard the motion regarding the lien and the order,  
12 there was a new case. I assume you're familiar with it. It talks about liens in the fact  
13 that – plus the fact that, I believe –

14 THE LAW CLERK: [Indiscernible]

15 THE COURT: -- well that plus and didn't a new statute go into effect  
16 regarding liens? I believe in October, first of October.

17 Anyway, so my point is that I need you guys to research that. My  
18 understanding of it is that and my decision was based on the fact that of the prior  
19 cases that in fact the lien can't be adjudicated by the court if in fact there's disputes.  
20 And that appears to not be the case anymore regarding attorney's liens. So I want  
21 you guys to brief that issue because that was – that certainly affects the order  
22 regarding disbursing the funds. I think there's – it's a large lien, my recollection, or  
23 at least the lien itself would impair all the other creditors, et cetera. Or the other  
24 lienholders, I should say.

25 So as opposed to waiting or having you appeal, if the decision does

1 affect this case, I think that certainly since I didn't sign the order yet, we should  
2 address it.

3 MR. MURCH: Your Honor, Patrick Murch for McDonald Carano Wilson. You  
4 signed the order granting the motion for disbursement. The order that's in front of  
5 you now, stipulation, is to hold on to the funds pending the appeal. And that  
6 order – I don't know the timing the order relative to the new case, but I've read the  
7 new case and I don't believe that it changes the circumstances. It explains  
8 *Argentina* a little bit, but it doesn't change the language in *Argentina* that said, you  
9 know, an attorney has a lien on a settlement or judgment that he obtains for the  
10 client. Which is the – that's the issue in the case, that's the issue that's being  
11 appealed.

12 I don't know about the new statute, but I don't believe that the new case  
13 changes the existing law.

14 THE COURT: Well, all right, my point is that I think it might and so since  
15 everybody else certainly isn't familiar, I'm going to allow you guys to brief it. I think  
16 that a stay of the decision is appropriate until that's briefed. I don't see why it should  
17 take more than 30 days.

18 MR. MURCH: Yeah, we can do it in 30 days.

19 THE COURT: But –

20 MR. BOURASSA: Just as a matter of housekeeping, Your Honor, in getting  
21 ready for today's hearing and trying to figure out what was on the Court's mind, it  
22 came to my attention that the \$55,000 is still sitting in my trust account. If you want  
23 me to deposit that with the Court, I'd be happy to, if it matters to Counsel or not, it  
24 doesn't make any difference. To me, it's, like I said, it was earning the Nevada Law  
25 Foundation a quarter percent interest a year or something like that. So whatever the



1 Court wants, I have –

2 THE COURT: Yeah and if it goes into the Court, it doesn't.

3 MR. BOURASSA: Whatever the Court's pleasure is –

4 MR. MURCH: I don't –

5 MR. BOURASSA: -- on that, it doesn't matter to me.

6 MR. MURCH: -- I don't have an issue with it, Your Honor.

7 THE COURT: All right. So I'm going to stay the disbursal of the proceeds.

8 Let's make that for 45 days. We'll have you back here in 30 days. It's not like – I'll

9 give you each two weeks to provide a brief regarding it. I don't think you need to

10 have the replies et cetera. Brief the issue in two weeks. Three weeks? Three

11 weeks. Gives you some extra time and we'll hear arguments on the new case. And

12 it was my recollection that the – and I really will have to – I think a new law took

13 effect. Unless it was vetoed by the Governor, it took effect in the interim regarding

14 this and it specifically, it changed that now the District Court is required to decide

15 liens.

16 So anyway, you can brief that.

17 What?

18 THE CLERK: Okay. Is it simultaneous for each limit?

19 THE COURT: Yeah, I don't see any reason to – you're just going to tell me  
20 your version of what the new case means and if you find the new law. So we'll give  
21 you three weeks to do that and we'll have you back in 30 days.

22 THE CLERK: And that's November 12<sup>th</sup> at 9 a.m.

23 MS. ABRAMS: Your Honor, for clarification, Michelle Abrams for Oasis Legal  
24 Finance. We're a medical provider, so not -- don't really have a dog in the fight of  
25 the briefing, other than however the impact, it may impact our distribution, I don't

1 anticipate needing a brief.

2 THE COURT: That -- it -- you're right. The fact that if the law has changed or  
3 not doesn't really affect you except in the fact that I believe -- my recollection is  
4 there's more liens than there is money outstanding. Is that not the case?

5 MR. BOURASSA: Absolutely.

6 MR. MURCH: That's correct.

7 MR. BOURASSA: Absolutely.

8 THE COURT: So to that effect --

9 MS. ABRAMS: We're here because the order required me to  
10 come -- requested me here.

11 THE COURT: Well, I'm not telling you how to argue, but if you're arguing that  
12 they don't have a lien, there's more money for you to be disbursed. So you might  
13 want to take -- it's up to you. You don't have to file a brief.

14 MS. ABRAMS: Okay.

15 THE COURT: Okay?

16 MR. MURCH: Thank you.

17 MR. KAY: Thanks, Your Honor.

18 MR. BOURASSA: Thank you, Judge.

19 THE COURT: Did you give them the 30 days?

20 THE CLERK: Yes, November 12<sup>th</sup>, 9 a.m.

21 THE COURT: Okay. Thank you.

22 And will you prepare a stay for 45 days of the disbursement and you'll hold  
23 the money.

24 ...

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MR. BOURASSA: Sure, Your Honor.

THE COURT: Thank you. And pass it by and get it done. Thank you.

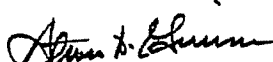
[Proceeding concluded at 9:30 a.m.]

ATTEST: I hereby certify that I have truly and correctly transcribed the audio/visual recording in the above-entitled case.

Judy Chappell  
Judy Chappell  
Court Recorder

# EXHIBIT 24

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CLERK OF THE COURT

1 **CVPSB**  
2 **MARK J. BOURASSA, ESQ.**  
3 **Nevada Bar No. 7999**  
4 **CHRISTOPHER W. CARSON, ESQ.**  
5 **Nevada Bar No. 9523**  
6 **THE BOURASSA LAW GROUP, LLC**  
7 **8668 Spring Mountain Road, Suite 101**  
8 **Las Vegas, Nevada 89117**  
9 **Telephone: (702) 851-2180**  
10 **Facsimile: (702) 851-2189**  
11 **mbourassa@bourassalawgroup.com**  
12 **ccarson@bourassalawgroup.com**

13 *Attorneys for Plaintiff*

14 **DISTRICT COURT**  
15 **CLARK COUNTY, NEVADA**

16 **THE BOURASSA LAW GROUP, LLC,**

17 **Plaintiff,**

18 **vs.**

19 **CALIFORNIA BACK SPECIALISTS**  
20 **MEDICAL GROUP, INC., a California**  
21 **Corporation; CALIFORNIA MINIMALLY**  
22 **INVASIVE SURGERY CENTER, an**  
23 **unknown entity; CONEJO NEUROLOGICAL**  
24 **MEDICAL GROUP, INC., a California**  
25 **Corporation; LOS ANGELES**  
26 **ORTHOPAEDIC INSTITUTE, INC., a**  
27 **California Corporation; MEDICAL**  
28 **IMAGING MEDICAL GROUP, an unknown**  
**entity; MOUNTAIN VIEW SURGICAL**  
**CENTER, INC., a California Corporation;**  
**CHARLES K. NEAL, an individual; QUEST**  
**DIAGNOSTICS WEST HILLS, a foreign**  
**Delaware Corporation; SCREEN ACTORS**  
**GUILD, INC., a California Corporation;**  
**THOUSAND OAKS SPINE MEDICAL**  
**GROUP, INC., a California Corporation;**  
**STEVEN ZLATT, M.D., INC., a California**  
**Corporation; OASIS LEGAL FINANCE,**  
**LLC, a foreign Illinois Limited Liability**  
**Company; MCDONALD, CARANO**  
**WILSON LLP, a Nevada Limited Liability**  
**Partnership; IMAGING CENTER OF THE**  
**VALLEY AT SHERMAN OAKS**  
**COMMUNITY HOSPITAL, LTD, A**  
**CALIFORNIA LP, a California Limited**  
**Partnership; VALLEY OPEN MRI, LLC, a**

**CASE NO.: A-11-651563-c**

**DEPT NO.: XXVIII**

**PLAINTIFF'S FURTHER**  
**SUPPLEMENTAL BRIEF IN**  
**SUPPORT OF PLAINTIFF'S**  
**MOTION FOR DISBURSEMENT OF**  
**INTERPLEADER FUNDS**

**Hearing Date: November 12, 2013**

**Hearing Time: 9:00 am**

1 California Limited Liability Company; and  
2 DOES I-V, inclusive; and ROE  
3 CORPORATIONS VI-X, inclusive,  
4 Defendants.

5 **PLAINTIFF'S FURTHER SUPPLEMENTAL BRIEF**

6 COMES NOW, Plaintiff, The Bourassa Law Group, LLC, by and through its attorneys  
7 Mark J. Bourassa, Esq. and Christopher W. Carson, Esq. and hereby submits this Further  
8 Supplemental Briefing in Support of Plaintiff's Motion for Disbursement of Interpleader Funds  
9 pursuant to the Court's October 15, 2013 Minute Order.  
10

11 **I. APPLICABLE FACTS**

12 On or about December 10, 2005, Defendant Robert Cooper ("Cooper") was involved in an  
13 automobile accident. Subsequently, Cooper received medical treatment and/or services from  
14 various providers as a result of the automobile accident.

15 Initially, Cooper was represented by McDonald Carano, Wilson, LLP ("McDonald").  
16 However, McDonald Carano, Wilson, LLP subsequently withdrew from the underlying case  
17 matter on its own motion prior to any settlement being obtained. Cooper then retained The  
18 Bourassa Law Group, LLC ("Bourassa") on a contingent basis of 40 percent of the total  
19 settlement before deduction of costs or expenses. Bourassa successfully obtained a settlement on  
20 Cooper's behalf in the total amount of \$55,000.00.  
21

22 On or about October 11, 2012, Robert Cooper filed a Complaint for Fraud, Breach of  
23 Fiduciary Duty, Legal Malpractice and other Claims against McDonald, Patrick J. Murch, and  
24 George F. Ogilvie III. See *Robert Cooper v McDonald Carano, et al*, A-12-670028-C, Clark  
25 County Superior Court.  
26

27 Plaintiff filed a Motion for Disbursement of Interpleader Funds on or about March 20.  
28 2013. On or about April 1, 2013, Defendant McDonald filed its Opposition to Plaintiff's Motion

1 for Disbursement of Interpleader Funds and Countermotion for Adjudication of Attorney's Lien  
2 and Disbursement of Interpleader Funds.

3 A hearing was held on April 16, 2013. At this hearing the Honorable Ronald J. Israel  
4 requested that the parties conduct further research and prepare and submit amended briefs  
5 discussing the parties' position regarding *Argentina Consolidated Mining Company v Jolley*  
6 *Urga Wirth Woodbury & Standish*, 216 P.3d 779, 125 Nev. 527 (2009). A further hearing was  
7 held on October 15, 2013, at which time the Court directed the parties to submit further  
8 supplemental briefing regarding *Leventhal v. Black & LoBello*, \_\_\_\_ Nev. \_\_\_\_, 305 P.3d 907,  
9 909 (2013), as well as recent amendments to NRS 18.015.  
10

11 **II. ARGUMENT**

12 **A. *Leventhal* and the amendments to NRS 18.015 reaffirm that McDonald**  
13 **cannot enforce a charging lien in this matter.**

14 In *Leventhal*, the Nevada Supreme Court analyzed whether an attorney is entitled to  
15 enforce a charging lien with respect to unpaid attorney fees in a divorce proceeding. LoBello was  
16 retained by and represented in connection with his divorce and enforcement of a prenuptial  
17 agreement. *Id.* at 908. In May 2010, LoBello obtained a stipulated divorce decree on Leventhal's  
18 behalf which allowed Leventhal to retain the majority of his separate property and gave him joint  
19 custody of his child. *Id.* Leventhal paid LoBello his fees in connection with obtaining the decree.  
20 *Id.* LoBello subsequently represented Leventhal in connection with a post-decree child custody  
21 matter, which resulted in no change in the allocation of property. *Id.* However, Leventhal did not  
22 pay LoBello for fees incurred in the post-decree matter. *Id.* As a result, LoBello filed a motion to  
23 withdraw as counsel and for enforcement of a charging lien. *Id.* The district court granted  
24 enforcement of the lien, and entered a judgment against Leventhal against Leventhal for  
25 \$89,852.69. *Id.* at 909.  
26  
27

28 The Nevada Supreme Court reversed. *Id.* The Court stated the general principle that

1 “[a] charging lien ‘is not dependent on possession, as in the case of the general or retaining lien. It  
2 is based on natural equity—the client should not be allowed to appropriate the whole of the  
3 judgment without paying for the services of *the attorney who obtained it.*’” *Id.* (emphasis added)  
4 (quoting 23 Williston on Contracts § 62:11 (4th ed. 2002)). However, the Court noted that “NRS  
5 18.015(3) requires a client to assert an affirmative claim to relief, from which some affirmative  
6 recovery can result.” *Id.* at 910. As there was no “tangible recovery” by Leventhal as a result of  
7 the post-decree custody matter, the Court held that a charging lien could not attach. *Id.* The  
8 Court further held that, with respect to the property settlement and divorce decree, LoBello failed  
9 to timely take steps to perfect a charging lien because the property had already been distributed.  
10 *Id.* at 911-12. Therefore, LoBello could not enforce a charging lien. *Id.* at 912.

12 In this case, McDonald is seeking to enforce a charging lien with respect to the proceeds  
13 of the underlying matter. Unlike *Leventhal*, there is no question that Cooper obtained an  
14 affirmative recovery in that a settlement was negotiated in the amount of \$55,000.00. However,  
15 as the Court noted in *Leventhal*, a charging lien is enforceable by the attorney *who obtained* the  
16 proceeds—here, Bourassa. *See also Argentina Consolidated Mining Company v Jolley Urga*  
17 *Wirth Woodbury & Standish*, 216 P.3d 779, 125 Nev. 527, 531-32 (2009) (“A charging lien is a  
18 lien on the judgment or settlement that the attorney *has obtained* for the client.” (emphasis  
19 added)) (citing NRS 18.015; *Figliuzzi v. District Court*, 111 Nev. 338, 342, 890 P.2d 798, 801  
20 (1995)). As McDonald voluntarily withdrew from this matter and did not *obtain* anything on  
21 Cooper’s behalf, it cannot enforce a charging lien.  
22

24 The recent amendment to NRS 18.015 does not change this analysis. The amendment to  
25 NRS 18.015 codifies the requirements for the creation, perfection and attachment of a lien. *See*  
26 2013 Nevada Laws Ch. 79 (S.B. 140). In addition, the amendment provides that the rights under  
27 such a lien may be adjudicated by a court at the request of the attorney having the lien or any  
28



1 other party who has been served with notice of the lien, and revises the provisions relating to the  
2 notice requirements for perfecting a lien. As the amendment does not change the requirement, as  
3 set forth in both *Argentina* and *Leventhal*, that the attorney obtain the recovery on behalf of the  
4 client in order to enforce such a lien, McDonald may not enforce a charging lien.  
5

6 **IV. CONCLUSION**

7 Based on the above, Plaintiff respectfully requests an Order from the Court directing  
8 disbursement of the settlement proceeds as set forth in its Motion.  
9

10 Dated this 8<sup>th</sup> day of November, 2013.

11 **THE BOURASSA LAW GROUP, LLC**

12 

13 **MARK J. BOURASSA, ESQ.**

14 Nevada Bar No. 7999

15 **CHRISTOPHER W. CARSON, ESQ.**

16 Nevada Bar No. 9523

17 8668 Spring Mountain Road, Suite 101

18 Las Vegas, Nevada 89117

19 Tel: (702) 851-2180

20 Fax: (702) 851-2189

21 *Attorneys for Plaintiff*  
22  
23  
24  
25  
26  
27  
28

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that on the 8<sup>th</sup> day of November, 2013 I served a true and correct  
3 copy of the foregoing document entitled **PLAINTIFF'S FURTHER SUPPLEMENTAL**  
4 **BRIEF IN SUPPORT OF PLAINTIFF'S MOTION FOR DISBURSEMENT OF**  
5 **INTERPLEADER FUNDS** via facsimile and via first class, United States mail, postage prepaid  
6 addressed to the following persons:  
7

8 Michelle L. Abrams, Esq.  
9 4750 W. Flamingo Rd. Ste. B  
10 Las Vegas, NV 89103  
11 702-369-0651  
12 *Attorney for Oasis Legal Finance, LLC.*

13 Patrick J. Murch, Esq.  
14 McDonald Carano Wilson LLP  
15 2300 W. Sahara Ave., #10 Suite 1000  
16 Las Vegas, NV 89102  
17 702-873-9966  
18 *Attorneys for McDonald Carano Wilson LLP*

19 Jacqueline Mary McQuigg, Esq.  
20 2620 Regalta Dr., Ste. 102  
21 Las Vegas, NV 89128  
22 702-925-8708  
23 *Attorney for the Chiu Entities*

24 James T. Studer, Esq.  
25 1420 Los Angeles Avenue, Ste 203  
26 Simi Valley, CA 93065  
27 805-830-0046  
28 *Attorney for the Chiu Entities*



An Employee of The Bourassa Law Group, LLC

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

McDONALD CARANO WILSON LLP, a  
Nevada limited liability partnership,

Appellant,

vs.

THE BOURASSA LAW GROUP, LLC, a  
Nevada limited liability corporation; OASIS  
LEGAL FINANCE, LLC, an Illinois limited  
liability company; CALIFORNIA BACK  
SPECIALISTS MEDICAL GROUP, INC., a  
California corporation; CALIFORNIA  
MINIMALLY INVASIVE SURGERY  
CENTER, INC., a California corporation;  
THOUSAND OAKS SPINE MEDICAL  
GROUP, INC., a California corporation;  
CONEJO NEUROLOGICAL MEDICAL  
GROUP, INC., a California corporation; and  
MEDICAL IMAGING MEDICAL GROUP  
INC., a California corporation,

Respondents.

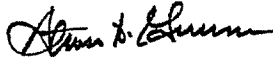
**No. 64658**

**JOINT APPENDIX**

VOLUME II

PART 3

# EXHIBIT 18



CLERK OF THE COURT

1 CVPSE

2 MARK J. BOURASSA, ESQ.

3 Nevada Bar No. 7999

4 CHRISTOPHER W. CARSON, ESQ.

5 Nevada Bar No. 9523

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7 8668 Spring Mountain Road, Suite 101

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9 Telephone: (702) 851-2180

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11 [mbourassa@bourassalawgroup.com](mailto:mbourassa@bourassalawgroup.com)

12 [ccarson@bourassalawgroup.com](mailto:ccarson@bourassalawgroup.com)

13 *Attorneys for Plaintiff*

DISTRICT COURT  
CLARK COUNTY, NEVADA

14 THE BOURASSA LAW GROUP, LLC,

15 Plaintiff,

16 vs.

17 CALIFORNIA BACK SPECIALISTS  
18 MEDICAL GROUP, INC., a California  
19 Corporation; CALIFORNIA MINIMALLY  
20 INVASIVE SURGERY CENTER, an  
21 unknown entity; CONEJO NEUROLOGICAL  
22 MEDICAL GROUP, INC., a California  
23 Corporation; LOS ANGELES  
24 ORTHOPAEDIC INSTITUTE, INC., a  
25 California Corporation; MEDICAL  
26 IMAGING MEDICAL GROUP, an unknown  
27 entity; MOUNTAIN VIEW SURGICAL  
28 CENTER, INC., a California Corporation;  
CHARLES K. NEAL, an individual; QUEST  
DIAGNOSTICS WEST HILLS, a foreign  
Delaware Corporation; SCREEN ACTORS  
GUILD, INC., a California Corporation;  
THOUSAND OAKS SPINE MEDICAL  
GROUP, INC., a California Corporation;  
STEVEN ZLATT, M.D., INC., a California  
Corporation; OASIS LEGAL FINANCE,  
LLC, a foreign Illinois Limited Liability  
Company; MCDONALD, CARANO  
WILSON LLP, a Nevada Limited Liability  
Partnership; IMAGING CENTER OF THE  
VALLEY AT SHERMAN OAKS  
COMMUNITY HOSPITAL, LTD, A  
CALIFORNIA LP, a California Limited  
Partnership; VALLEY OPEN MRL LLC, a

CASE NO.: A-11-651563-e

DEPT NO.: XXVIII

PLAINTIFF'S SUPPLEMENTAL  
BRIEF REGARDING THE  
ARGENTENA CASE IN FURTHER  
SUPPORT OF PLAINTIFF'S  
MOTION FOR DISBURSEMENT OF  
INTERPLEADER FUNDS

Hearing Date: May 14, 2013

Hearing Time: 9:00 am

1 California Limited Liability Company; and  
2 DOES I-V, inclusive; and ROE  
CORPORATIONS VI-X, inclusive,

3 Defendants.  
4

5 **PLAINTIFF'S SUPPLEMENTAL BRIEF REGARDING THE**  
6 **ARGENTINA CASE IN FURTHER SUPPORT OF PLAINTIFF'S**  
7 **MOTION FOR DISBURSEMENT OF INTERPLEADER FUNDS**

8 COMES NOW, Plaintiff, The Bourassa Law Group, LLC, by and through its attorneys  
9 Mark J. Bourassa, Esq. and Christopher W. Carson, Esq. and hereby submits this Supplemental  
10 Brief Regarding the Argentina Case in Further Support of Plaintiff's Motion for Disbursement of  
11 Interpleader Funds pursuant to the Court's April 16, 2013 Minute Order.

12 I. **APPLICABLE FACTS**

13 On or about December 10, 2005, Defendant Robert Cooper ("Cooper") was involved in an  
14 automobile accident. Subsequently, Cooper received medical treatment and/or services from  
15 various providers as a result of the automobile accident.

16 Initially, Cooper was represented by McDonald Carano, Wilson, LLP. However,  
17 McDonald Carano, Wilson, LLP withdrew from the underlying case matter prior to any  
18 settlement being obtained.  
19

20 Cooper then retained The Bourassa Law Group, LLC ("Bourassa") on a contingent basis  
21 of 40 percent of the total settlement before deduction of costs or expenses. Bourassa obtained a  
22 settlement on Cooper's behalf in the total amount of \$55,000.00.

23 On or about October 11, 2012, Robert Cooper filed a Complaint for Fraud, Breach of  
24 Fiduciary Duty, Legal Malpractice and other Claims against McDonald Carano, Wilson, LLP,  
25 Patrick J. Murch, and George F. Ogilvie III. See *Robert Cooper v McDonald Carano, et al*, A-  
26 12-670028-C, Clark County Superior Court.  
27  
28

1 Plaintiff filed a Motion for Disbursement of Interpleader Funds on or about March 20.  
2 2013. On or about April 1, 2013, Defendant, McDonald Carano, Wilson, LLP filed its  
3 Opposition to Plaintiff's Motion for Disbursement of Interpleader Funds and Countermotion for  
4 Adjudication of Attorney's Lien and Disbursement of Interpleader Funds.

5 A hearing was held on April 16, 2013. At this hearing the Honorable Ronald J. Israel  
6 requested that the parties conduct further research and prepare and submit amended briefs  
7 discussing the parties' position regarding *Argentina Consolidated Mining Company v Jolley*  
8 *Urga Wirth Woodbury & Standish*, 216 P.3d 779, 125 Nev. 527 (Nev 2009).  
9

10 **II. ARGUMENT**

11 **A. Bourassa has a Charging Lien and is entitled to 40% of the total recovery**  
12 **before deduction of costs or expenses.**

13 A Charging Lien is a lien on the judgment or settlement that the attorney has obtained for  
14 the client. *Argentina v Jolly Urga*, 216 P. 3d at 783-784 (Citations omitted). Bourassa  
15 represented Cooper in the underlying matter on a contingency basis of 40 percent before the  
16 deduction of costs or expenses. Bourassa is the firm that obtained a settlement in the Cooper  
17 matter.  
18

19 Because Bourassa obtained the settlement, Bourassa has a charging lien on the settlement  
20 funds and is entitled to enforce its charging lien against the settlement proceeds for its attorneys  
21 fees in the amount of \$22,000.00 and costs of \$30.89.

22 It is undisputed that McDonald Carano, Wilson, LLP withdrew from the Cooper matter  
23 prior to any settlement being obtained. Logically, then, McDonald Carano, Wilson, LLP could  
24 not and did not obtain any settlement on behalf of Cooper. Accordingly, based on the plain  
25 reading of the definition of a Charging Lien -- "a lien on the judgment or settlement that the  
26 attorney has obtained for the client", McDonald Carano, Wilson, LLP cannot have a charging lien  
27 because McDonald Carano, Wilson, LLP withdrew from the Cooper matter prior to any  
28

1 settlement being obtained and did not obtain a settlement for the client. *Id.*

2 Based on the above, McDonald Carano, Wilson, LLP is not entitled to recover any  
3 attorney fees or costs under a theory of a Charging Lien.

4 **B. McDonald Carano, Wilson, LLP does not have a Retaining Lien on the**  
5 **settlement proceeds.**

6 A Retaining Lien allows a discharged attorney to withhold the client's file and other  
7 property until the court, at the request or consent of the client, adjudicates the client's rights and  
8 obligations with respect to the lien. *Id.* at 782.

9 In this instance, McDonald Carano, Wilson, LLP did not retain Cooper's file or property.  
10 Accordingly, no Retaining Lien exists and therefore cannot be enforced.

11 **C. Defendant Withdrew from the Representation of Cooper**

12 It is undisputed that McDonald Carano, Wilson, LLP (on its own motion) withdrew from  
13 the representation of Cooper prior to the settlement in this matter. As a result of its withdrawal,  
14 McDonald Carano, Wilson, LLP has neither a charging nor a retaining lien. *Id.* at 786. Therefore,  
15 Defendant should take nothing from the Cooper settlement.  
16

17 **D. Cooper has asserted a Legal Malpractice Claim against Defendants**

18 On or about October 11, 2012, Cooper filed an action against McDonald Carano, Wilson,  
19 LLP, alleging Fraud, Breach of Fiduciary Duty, Legal Malpractice and Other Claims. *See Robert*  
20 *Cooper v McDonald Carano, et al*, A-12-670028-C, Clark County Superior Court.  
21

22 *Argentina* provides "that when a client asserts that the attorney committed legal  
23 malpractice, it is proper for the district court to refuse to decide those issues in the pending case"  
24 *Id.* at 787. Therefore, should the court decide that McDonald Carano, Wilson, LLP has a lien or  
25 is otherwise entitled to a portion of the settlement proceeds, any funds allocated to McDonald  
26 Carano, Wilson, LLP should be withheld until the malpractice case is adjudicated.  
27



1 **III. DISBURSEMENTS**

2 Based on the above, the remaining settlement proceeds after payment of Bourassa's fees  
3 and costs total \$32,969.11. Those funds should be disbursed on a pro-rata basis between the  
4 remaining responding parties as follows:

5

<u>Claimant</u>	<u>Amount of Claim</u>	<u>Percentage of Total Claim</u>	<u>Amount to be Disbursed</u>
6 California Back Specialists 7 Medical Group, Inc.	\$85,146.00	34.36%	\$11,326.64
8 California Minimally 9 Invasive Surgery Center	\$77,300.00	31.19%	\$10,282.92
10 Thousand Oaks Spine 11 Medical Group, Inc.	\$31,047.50	12.53%	\$4,130.13
12 Conejo Neurological Medical 13 Group	\$2,064.00	0.83%	\$274.57
14 Medical Imaging Medical 15 Group, Inc.	\$10,241.88	4.13%	\$1,362.44
16 McDonald Carano Wilson 17 LLP	\$0.00	0.00%	\$0.00
18 Oasis Legal Finance, LLC	\$42,040.00	16.96%	\$5,592.42
19 TOTAL:	\$247,839.38	100.00%	\$32,969.11

20 **IV. CONCLUSION**

21 Based on the above, Plaintiff respectfully requests an Order from the Court directing  
22 disbursement of the settlement proceeds as set forth herein.

23 Dated this 6<sup>th</sup> day of May 2013.

24 **THE BOURASSA LAW GROUP, LLC**

25 */s/ Mark J. Bourassa*

26 MARK J. BOURASSA, ESQ., 7999  
27 CHRISTOPHER W. CARSON, ESQ., 9523  
28 8668 Spring Mountain Road, Suite 101  
Las Vegas, Nevada 89117  
Tel: (702) 851-2180  
Fax: (702) 851-2189  
*Attorneys for Plaintiff*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the <sup>h</sup>6<sup>th</sup> day of May, 2013 I served a true and correct copy of the foregoing document entitled **PLAINTIFF'S SUPPLEMENTAL BRIEF REGARDING THE ARGENTENA CASE IN FURTHER SUPPORT OF PLAINTIFF'S MOTION FOR DISBURSEMENT OF INTERPLEADER FUNDS** via first class, United States mail, postage prepaid addressed to the following persons:

Michelle L. Abrams, Esq.  
4750 W. Flamingo Rd. Ste. B  
Las Vegas, NV 89103  
*Attorney for Oasis Legal Finance, LLC.*

Patrick J. Murch, Esq.  
McDonald Carano Wilson LLP  
2300 W. Sahara Ave., #10 Suite 1000  
Las Vegas, NV 89102  
*Attorneys for McDonald Carano Wilson LLP*

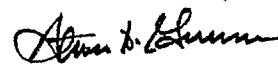
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*Attorney for the Chiu Entities*

James T. Studer, Esq.  
1420 Los Angeles Avenue, Ste 203  
Simi Valley, CA 93065  
*Attorney for the Chiu Entities*



An Employee of The Bourassa Law Group, LLC

# EXHIBIT 19

  
CLERK OF THE COURT

**MCDONALD-CARANO-WILSON LLP**  
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PHONE (702) 873-4100 • FAX (702) 873-9966

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3 **Nevada Bar No. 3552**  
4 **PATRICK J. MURCH, ESQ.**  
5 **Nevada Bar No. 10162**  
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9 **pmurch@mcdonaldcarano.com**  
10 **Telephone: (702) 873-4100**  
11 **Facsimile: (702) 873-9966**  
12 ***Attorneys for McDonald Carano Wilson LLP***

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

13 **THE BOURASSA LAW GROUP, LLC**  
14 **Plaintiff,**  
15 **vs.**  
16 **CALIFORNIA BACK SPECIALISTS MEDICAL**  
17 **GROUP, INC., a California corporation;**  
18 **CALIFORNIA MINIMALLY INVASIVE**  
19 **SURGERY CENTER, an unknown entity;**  
20 **CONEJO NEUROLOGICAL MEDICAL**  
21 **GROUP, INC., a California corporation; LOS**  
22 **ANGELES ORTHOPAEDIC INSTITUTE, INC.,**  
23 **a California corporation; MEDICAL IMAGING**  
24 **MEDICAL GROUP, an unknown entity;**  
25 **MOUNTAIN VIEW SURGICAL CENTER, INC.,**  
26 **a California corporation; CHARLES K. NEAL, an**  
27 **individual; QUEST DIAGNOSTICS WEST**  
28 **HILLS, a foreign Delaware corporation; SCREEN**  
**ACTORS GUILD, INC., a California corporation;**  
**THOUSAND OAKS SPINE MEDICAL GROUP,**  
**INC., a California corporation; STEVEN ZLATT,**  
**M.D., INC., a California corporation; OASIS**  
**LEGAL FINANCE, LLC, a foreign Illinois limited**  
**liability company; McDONALD CARANO**  
**WILSON LLP, a Nevada limited liability**  
**partnership; IMAGING CENTER OF THE**  
**VALLEY AT SHERMAN OAKS COMMUNITY**  
**HOSPITAL, LTD., A CALIFORNIA LP, a**  
**California limited partnership; VALLEY OPEN**  
**MRI, LLC, a California limited liability company;**  
**and DOES I-V, inclusive; and ROE**  
**CORPORATIONS VI-X, inclusive,**  
**Defendants.**

Case No.: A651563  
Dept. No.: XXVIII

**SUPPLEMENT TO MCDONALD  
CARANO WILSON LLP'S  
OPPOSITION TO PLAINTIFF'S MOTION  
FOR DISBURSEMENT OF  
INTERPLEADER FUNDS; and**

**COUNTERMOTION FOR  
ADJUDICATION OF ATTORNEY'S LIEN  
AND DISBURSEMENT OF  
INTERPLEADER FUNDS**

Hearing Date: May 16, 2013  
Hearing Time: 9:00 a.m.

1 McDONALD CARANO WILSON LLP, a Nevada  
2 limited liability partnership,  
3  
4 Counterclaimant,  
5  
6 vs.  
7  
8 THE BOURASSA LAW GROUP, LLC, a Nevada  
9 limited liability company; and DOES I-V,  
10 inclusive; and ROE CORPORATIONS VI-X,  
11 inclusive,  
12  
13 Counterclaim Defendants.

14 McDONALD CARANO WILSON LLP, a Nevada  
15 limited liability partnership,  
16  
17 Cross-Claimant,  
18  
19 vs.  
20  
21 CALIFORNIA BACK SPECIALISTS MEDICAL  
22 GROUP, INC., a California corporation;  
23 CALIFORNIA MINIMALLY INVASIVE  
24 SURGERY CENTER, an unknown entity;  
25 CONEJO NEUROLOGICAL MEDICAL  
26 GROUP, INC., a California corporation; LOS  
27 ANGELES ORTHOPAEDIC INSTITUTE, INC.,  
28 a California corporation; MEDICAL IMAGING  
MEDICAL GROUP, an unknown entity;  
MOUNTAIN VIEW SURGICAL CENTER, INC.,  
a California corporation; CHARLES K. NEAL, an  
individual; QUEST DIAGNOSTICS WEST  
HILLS, a foreign Delaware corporation; SCREEN  
ACTORS GUILD, INC., a California corporation;  
THOUSAND OAKS SPINE MEDICAL GROUP,  
INC., a California corporation; STEVEN ZLATT,  
M.D., INC., a California corporation; OASIS  
LEGAL FINANCE, LLC, a foreign Illinois limited  
liability company; IMAGING CENTER OF THE  
VALLEY AT SHERMAN OAKS COMMUNITY  
HOSPITAL, LTD., A CALIFORNIA LP, a  
California limited partnership; VALLEY OPEN  
MRI, LLC, a California limited liability company;  
and DOES I-V, inclusive; and ROE  
CORPORATIONS VI-X, inclusive,  
Cross-Claim Defendants.

1 At the May 16 hearing on the Bourassa Firm's Motion for Disbursement of Interpleader  
2 Funds, the Court directed the parties to submit supplemental briefing to address Argentina v.  
3 Jolley Urga, et al., 125 Nev. 527, 216 P.3d 779 (2009). Specifically, the Court focused on the  
4 statements in Argentina that (1) "[a] charging lien is a lien on the settlement or judgment that the  
5 attorney has obtained for the client;" and (2) "when an attorney does not have an enforceable  
6 charging lien, . . . the proper method by which the attorney should seek adjudication of the fee  
7 dispute is in an action against his or her former client in a separate proceeding." 125 Nev. 527,  
8 534; 539-40, 216 P.3d 779, 783-84; 787 (2009).

9 Reading those statements in a vacuum (as the Bourassa Firm has done in its supplemental  
10 briefing), it would appear that a charging lien is invalid if an attorney-client relationship did not  
11 exist at the time that judgment is entered or a settlement agreement is finalized. As discussed  
12 below, however, those statements do not accurately reflect the holding in Argentina, nor do they  
13 accurately reflect the current state of Nevada law regarding the enforceability of attorney charging  
14 liens. Moreover, Cooper's malpractice suit is irrelevant to the resolution of McDonald Carano's  
15 lien.

16 **I. ADDITIONAL ARGUMENT**

17 **A. McDonald Carano Has A Valid Charging Lien.**

18 As an initial matter, despite the Bourassa Firm's contention to the contrary, McDonald  
19 Carano has a valid charging lien. To reach that conclusion, one must analyze the history of  
20 Nevada's charging lien statute, the interpretations of that statute by the State Bar of Nevada and  
21 the Nevada Supreme Court, analogous case law from other jurisdictions, and public policy.

22 **1. History of Nevada Attorney Charging Lien Statute.**

23 **a. Nevada Compiled Laws § 8923**

24 The original version of Nevada's attorney charging lien statute ("Section 8923") read as  
25 follows:

26 From the commencement of an action, or the service of an answer containing a  
27 counterclaim, the attorney who appears for a party has a lien upon his client's cause  
28 of action or counterclaim which attaches to a verdict, report, decision, or judgment  
in his client's favor and the proceeds thereof in whosoever hands they may come,

1 and cannot be affected by any settlement between the parties before or after  
2 judgment.

3 See Morse v. Dist. Court, 65 Nev. 275, 283, 195 P.2d 199, 203 (1948).

4 The Nevada Legislature's use of the term "his client" in Section 8923 could be interpreted  
5 to mean that, at the time the statute was in effect, an attorney could not have a valid charging lien  
6 unless he: (1) "appear[ed] for" a client who asserted a cause of action or counterclaim; and (2)  
7 was representing the client at the time that "a verdict, report, decision, or judgment" was entered  
8 "in his client's favor." As discussed below, however, the Nevada Supreme Court never  
9 interpreted Section 8923 in that manner. In fact, in the only published case that interprets Section  
10 8923, the Court implied that an attorney who played a significant role in obtaining the judgment  
11 or settlement has an enforceable lien, even if the attorney is not representing a client at the time of  
12 judgment or settlement if the attorney.

13 b. NRS 18.015

14 In 1977, the Nevada Legislature enacted the current version of the attorney charging lien  
15 statute, changing the language of Section 8923 almost in its entirety. For purposes of the current  
16 proceeding, the following provisions are relevant:

17 (1) An attorney at law shall have a lien upon any claim, demand or cause of action,  
18 including any claim for unliquidated damages, which has been placed in the  
19 attorney's hands by a client for suit or collection, or upon which a suit or other  
20 action has been instituted. The lien is for the amount of any fee which has been  
21 agreed upon by the attorney and client. In the absence of an agreement, the lien  
22 is for a reasonable fee for the services which the attorney has rendered for the  
23 client on account of the suit, claim, demand or action.

24 ...

25 (3) The lien attaches to any verdict, judgment or decree entered and to any money  
26 or property which is recovered on account of the suit or other action, from the  
27 time of service of the notices required by this section.

28 In revising the statute, the Nevada Legislature made two fundamental changes that are  
central to the present dispute. First, it omitted the words "in his client's favor" after the list of  
items to which a charging lien attaches. And second, it changed the term "a verdict, report,  
decision, or judgment" to "any verdict, judgment, or decree entered and to any money or property

1 which is recovered on account of the suit . . .” Id. (emphasis added). Those changes, coupled  
2 with the following analysis of the relevant case law, clearly support the position being advanced  
3 by McDonald Carano: an attorney who performs a substantial amount of work on behalf of a  
4 client has an enforceable charging lien, regardless of whether he is representing the client at the  
5 time that the judgment is entered and/or money is recovered on account of the suit.

6 2. Interpretation of Nevada Attorney Charging Lien Statute.

7 The Nevada Supreme Court has partially analyzed and/or interpreted both versions of the  
8 attorney charging lien statute.

9 a. Morse v. Dist. Court, 65 Nev. 275, 195 P.2d 199 (1948)

10 In Morse, which was decided while Section 8923 was in effect, the plaintiffs filed a  
11 motion to substitute counsel, wherein they requested that the court order their former attorneys to  
12 release any claims to an attorney’s lien and deliver their file to their new attorneys. Id. at 277-79,  
13 195 P.2d at 200-01. At the time that the district court heard the motion, the litigation had not  
14 resulted in any recovery, judgment, or settlement. Id.

15 In interpreting Section 8923, the Nevada Supreme Court noted that the only applicable  
16 lien was a retaining lien, because there was no “verdict, report, decision, or judgment” to which a  
17 charging lien could attach (“The clients contend here that as our statutory lien attaches to the  
18 ‘verdict, report, decision, or judgment and the proceeds thereof,’ the attorneys ‘have no lien as  
19 there is no res to which a lien may attach.’ This, however, has reference to a charging lien, with  
20 which we are not here concerned.”)

21 Nevertheless, the Court noted that a charging lien represented an attorney’s “right to be  
22 paid out of a fund or judgment which he has been instrumental<sup>1</sup> in recovering for his client.” Id.  
23 at 284, 195 P.2d at 203 (quoting Smyth v. Fidelity and Deposit Co. of Md., 192 A. 640, 643 (Pa.  
24 1973). In other words, the Morse Court implicitly stated that an attorney has a valid charging lien

25  
26  
27 <sup>1</sup> “Instrumental is defined as “serving as a means or influence; helpful.” See Collin’s English  
28 Dictionary, available at <http://www.collinsdictionary.com/dictionary/english/instrumental> (last  
visited May 7, 2013).



1 on the proceeds of a settlement or judgment that he was "helpful" in obtaining for the client; there  
2 is no requirement that the attorney be representing the client at the time of settlement or judgment.

3 b. Figliuzzi v. Dist. Court, 11 Nev. 338, 890 P.2d 798 (1995).

4 The Nevada Supreme Court did not interpret the attorney charging lien statute again until  
5 it decided Figliuzzi in 1995, almost 20 years after the Nevada Legislature replaced Section 8923  
6 with NRS 18.015. In that case, a client retained a law firm to represent her in a domestic relations  
7 suit. She later became dissatisfied with the firm, and requested that it return her file. The firm  
8 refused to return the file, terminated its representation, and filed a motion to enforce its retaining  
9 lien. The suit was still pending at the time. Id. at 339-40, 890 P.2d at 799-800.

10 Although the Figliuzzi Court noted that Nevada law recognizes both retaining liens and  
11 charging liens, it made clear that it was only ruling on the firm's retaining lien because the suit was  
12 still pending, and there was no verdict, judgment, decree, or money or property to which a  
13 charging lien could attach. Id. at 342, 890 P.2d at 801. Despite this express limitation, however,  
14 the Court inexplicably stated – in dictum – that an attorney only has a charging lien on a judgment  
15 or settlement that he has obtained for the client. Id. (citing Morse, 65 Nev. 275, 281, 195 P.2d 199,  
16 202 (1948)).<sup>2</sup>

17 The Court's statement is troubling for at least two reasons. First, as previously discussed,  
18 Morse never held that a charging lien is unenforceable if the attorney is not representing the client  
19 at the time of judgment or settlement. And second, Figliuzzi's reliance on Morse is completely  
20 misplaced, because Morse interpreted Section 8923, which was: (a) not in effect at the time that  
21 Figliuzzi was decided, and (b) fundamentally altered by NRS 18.015. See discussion, *supra*.

22  
23  
24  
25  
26 <sup>2</sup> "In Nevada, there are two types of liens an attorney may hold to ensure that clients pay their  
27 attorney's fees: (1) a special or charging lien on the judgment or settlement the attorney has  
28 obtained for the client, NRS 18.015(1); . . . and (2) a general or retaining lien that entitles an  
attorney, if discharged by the client, to retain the client's papers, property or money until a court, at  
the request of the client, requires the attorney to deliver the retained items upon the client's  
furnishing of payment or security for the attorney's fees."

c. Argentina, 125 Nev. 527, 216 P.3d 779 (2009).

In Argentina, a mining company hired a law firm to defend it in a personal injury suit. After three years of litigation, and near the end of trial, the firm negotiated a settlement in which the plaintiff agreed to dismiss all of his claims, and the company agreed to waive its right to recover attorney fees from the plaintiff. Thereafter, the district court granted the firm's oral motion for approval of the settlement. After the hearing, the mining company terminated its relationship with the firm because the company did not authorize the waiver of its right to recover attorney fees. In response, the firm filed a motion to adjudicate its attorney lien. 125 Nev. at 530, 216 P.3d at 781.

The Nevada Supreme Court held that the firm did not have an enforceable charging lien because the mining company did not "seek or obtain any affirmative recovery in the underlying action" (i.e., it did not place a claim, demand, or cause of action in the firm's hands, as required by NRS 18.015). Id. at 534, 216 P.3d at 783. The Court's analysis should have ended there.

Instead, the Court cited both NRS 18.015 and Figliuzzi for the proposition that "[a] charging lien is a lien on the judgment or settlement that the attorney has obtained for the client." As previously discussed, however, NRS 18.015 expressly states that a charging lien attaches to "any" settlement or judgment "which is recovered on account of the suit or other action;" it does not state that a charging lien attaches only to a settlement or judgment "that the attorney has obtained for the client," nor does it prohibit a withdrawing attorney from enforcing a charging lien. See NRS 18.015. Similarly, Figliuzzi went much further than necessary in making the statement – in dicta – that was later repeated by the Argentina Court without a proper analysis of the history of the Nevada charging lien statute and/or the relevant case law.<sup>3</sup>

---

<sup>3</sup> As Argentina makes clear, "[a] statement in a case is dictum when it is unnecessary to a determination of the questions involved;" and "[d]icta is not controlling." Id. at 536, 216 P.3d at 785 (citations and internal punctuation omitted). Moreover, Argentina conducts an extensive analysis of Sarmen, concluding that the dicta contained therein is not controlling. Argentina states that the Sarmen opinion is overbroad because it dealt only with a fee dispute based on a retaining lien which the client consented to, and therefore any discussion of incidental jurisdiction, regardless of whether a valid lien existed, was dicta.

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1 In short, the statement that Argentina adopted from Figliuzzi (i.e., an attorney must have  
2 obtained a settlement or judgment in order to have an enforceable charging lien) was dicta that  
3 was unnecessary to any part of the holdings of either case; is not included in or supported by the  
4 plain language of NRS 18.015; and does not prevent this Court from enforcing and adjudicating  
5 McDonald Carano's lien.

6 **3. The Nevada State Bar Supports McDonald Carano's Position.**

7 In a relatively recent Formal Opinion, the State Bar of Nevada Standing Committee on  
8 Ethics and Personal Responsibility answered the question of "when does a third party 'have' an  
9 'interest' in [settlement] funds possessed by a lawyer?" State Bar of Nev. Standing Comm. on  
10 Ethics and Prof'l Responsibility Formal Op. No. 31, Nev. Law., September 2005, at 25, 26. The  
11 Committee stated there was "no doubt" that Nevada law would recognize three such interests: "an  
12 attachment or garnishment upon the specific funds, a statutory attorney's lien, and a court order  
13 relating to the specific funds." Id. (emphasis added). Thus, the Nevada State Bar recognizes and  
14 supports the position advanced by McDonald Carano in this litigation.

15 **4. Numerous Other Jurisdictions Have Adopted the Position Advanced**  
16 **by McDonald Carano.**

17 For various policy reasons, other jurisdictions have recognized that an attorney who  
18 withdraws prior to judgment or settlement can enforce a charging lien. See, e.g. Phelps Steel, Inc.  
19 v. Von Deak, 511 N.E.2d 42, 44 (Mass. Ct. App. 1987) (charging lien remains intact where  
20 attorney withdraws because of breakdown in attorney-client relationship); see also Rosen v.  
21 Rosen, 468 N.Y.S.2d 723, 724 (N.Y. 1983); Karras v. Alpha Corp., 528 N.W.2d 397, 401 (S.D.  
22 1995); Jenkins v. Dist. Court, 676 P.2d 1201, 1204 (Co. 1984) ("There is little doubt that an  
23 attorney who withdraws from a case for justifiable reason . . . may recover compensation for his  
24 services."); Ambrose v. Detroit Edison Co., 65 Mich.App. 484, 237 N.W.2d 520, 533 (Mich. Ct.

25  
26 The Court also noted that Sarmen's reliance on Gordon was misguided because in Gordon,  
27 the attorney had neither a charging lien nor a retaining lien, and only requested that the court fix  
28 his compensation prior to withdrawal. Furthermore, both Sarmen and Gordon conflated statements  
made in Earl because, *inter alia*, Earl involved a charging lien, while Gordon and Sarmen did not.  
See generally Argentina, 125 Nev. at 536-38, 216 P.3d at 785-86.

1 App. 1975) (attorneys had a valid charging lien where they withdrew for good cause before the  
2 client accepted settlement).

3 In Phelps Steel, for example, the court noted that a "breakdown of the lawyer-client  
4 relationship serves as good cause for withdrawal, without waiver of an attorney's lien." 511  
5 N.E.2d at 44. This rule is necessary because when the "foundations of [the attorney-client  
6 relationship] deteriorate, it is not only impractical to persist in the relationship, it diminishes the  
7 integrity of the bar to do so." Id. Thus, rather than forcing attorneys to continue to represent a  
8 difficult client in order to get paid, attorneys should be permitted to voluntarily withdraw for good  
9 cause, while still maintaining an enforceable charging lien. Id.

10 The court also noted that the withdrawing attorney "had rendered substantially all of the  
11 services required to obtain a favorable result for [the client] at trial." Id. Thus, there was a "solid  
12 basis" for enforcing the lien. Id.

13 On nearly identical facts as those that led to McDonald Carano's withdrawal in the  
14 underlying litigation, the South Dakota Supreme Court held that "[w]here an attorney has good  
15 cause to withdraw, the attorney's lien remains intact." Karras v. Alpha Corp., 528 N.W.2d at 401.  
16 In that case, the defendant offered to settle for \$75,000.00. Although the plaintiff's attorney  
17 advised the client to accept the offer, the plaintiff refused. Two months later, the attorney moved  
18 to withdraw due to significant differences in the direction of the case, and the district court found  
19 good cause for the withdrawal. The client obtained new counsel, who negotiated a \$125,000.00  
20 settlement. When the withdrawing attorney became aware of the settlement, he served notice of  
21 his charging lien upon his former client and the defendant, and requested that his attorney fees be  
22 satisfied out of the settlement amounts. The court rejected the client's argument that the attorney  
23 waived his charging lien by voluntarily withdrawing, and held that the attorney had an  
24 enforceable lien against the settlement proceeds. Id.

25 Similarly, New York courts recognize that a charging lien survives the voluntary  
26 withdrawal of an attorney for just cause. In Rosen v. Rosen, the court held that "[w]here an  
27 attorney voluntarily withdraws from a case for just cause, he has a . . . charging lien which  
28 attaches to the proceeds of the judgment and cannot be affected by settlement between the

1 parties.” 468 N.Y.S.2d at 723. The court cited to New York’s charging lien statute, New York  
2 Judiciary Law § 475, which is substantially similar to Section 8923:

3 From the commencement of an action, special or other proceeding in any court or before  
4 any state, municipal or federal department, except a department of labor, or the service of  
5 an answer containing a counterclaim, the attorney who appears for a party has a lien upon  
6 his client’s cause of action, claim or counterclaim, which attaches to a verdict, report,  
7 determination, decision, judgment or final order in his client’s favor, and the proceeds  
8 thereof in whatever hands they may come; and the lien cannot be affected by any  
9 settlement between the parties before or after judgment, final order or determination.

10 Courts in New Mexico have also held that an attorney’s voluntary withdrawal does not  
11 waive an otherwise enforceable charging lien. See; see also Robinson v. Campbell, 661 P.2d 479  
12 (1983). For example, in Rangel v. Save Mart, Inc., 142 P.3d 983 (2006), the plaintiff hired a law  
13 firm to represent her in a personal injury group. The firm filed suit on her behalf, answered  
14 interrogatories, defended her deposition, and participated in formal mediation. It also recovered  
15 \$5,000.00 from the defendant’s insurer. Thereafter, the defendant made a settlement offer, which  
16 the plaintiff rejected. Id. As a result, the firm withdrew from the representation and filed a notice  
17 of charging lien. Id. at 983- 85.

18 Plaintiff’s new counsel filed a motion to strike the firm’s lien, on the grounds that the firm  
19 did not recover any money on her behalf. Id. at 985-86. In rejecting that argument, the court held  
20 that an attorney does not waive an enforceable charging lien by voluntarily withdrawing for good  
21 cause before a final settlement or judgment. Rather, “where an attorney makes significant  
22 contributions to a case before being discharged, he or she is entitled to claim a charging lien.” Id.  
23 at 989.

24 Similarly, in Robinson v. Campbell, 661 P.2d 479 (1983), the plaintiff hired a law firm to  
25 file a complaint, seeking both damages and rescission. The trial court granted damages, but  
26 denied rescission. The firm appealed the decision on behalf of the plaintiff, which resulted in a  
27 remand for further proceedings. The law firm did not represent the plaintiff after remand, and the

28 <sup>4</sup> Interestingly, Morse made several references to the numerous “informative opinions” of the  
Court of Appeals of New York dealing with charging liens. 65 Nev. at 273, 195 P.2d at 203.

1 plaintiff recovered additional damages. Thereafter, the firm asserted a charging lien against the  
2 plaintiff's recovery, based on the firm's prior trial work. Id. at 482-83.

3 The plaintiff challenged the lien, arguing that the firm did not perform any work in  
4 obtaining the judgment after remand. The court rejected that argument, holding that the firm's  
5 lien was enforceable because the judgment was "necessarily based upon the efforts of [the law  
6 firm] in the first trial." Therefore, the plaintiff's contention that the firm did not contribute to the  
7 judgment was "frivolous." Id. at 484.

8 In short, numerous jurisdictions (including New York, which has a charging lien statute  
9 that is substantially similar to Section 8923, upon which Morse, Figliuzzi, and Argentina are  
10 based) have held that an attorney who performs a substantial amount of work on a client's behalf  
11 has an enforceable charging lien, even if the attorney withdraws prior to the entry of judgment or  
12 receipt of settlement proceeds.

13 **5. Any Other Interpretation of NRS 18.015 is Inequitable.**

14 Finally, any other interpretation of NRS 18.015 would encourage clients to utilize an  
15 attorney to perform the work necessary to prepare the case for settlement, intentionally disrupt the  
16 attorney-client relationship so that the attorney withdraws, then (either by themselves or in  
17 conjunction with an unsuspecting new firm) finalize the settlement that the withdrawing attorney  
18 performed most or all of the work to obtain. If the withdrawing attorney could not assert a  
19 charging lien in that situation, the client would obtain a windfall at the attorney's expense. Such a  
20 result would clearly be inequitable, and would force attorneys to choose between getting paid or  
21 withdrawing from representing clients with whom they cannot agree about the course of the  
22 representation.

23 **B. McDonald Carano Is Not Attempting to Enforce a Retaining Lien.**

24 After McDonald Carano withdrew from representing Cooper, the Bourassa Firm requested  
25 that McDonald Carano deliver a copy of Cooper's file to permit the Bourassa Firm to represent  
26 Cooper in his lawsuit against Union Cab. McDonald Carano provided the file to the Bourassa  
27 Firm at its own expense. Without the file, it is highly unlikely that the Bourassa Firm would have  
28 been able to competently represent Cooper and/or obtain the Settlement Proceeds. Regardless,

1 McDonald Carano has never asserted a retaining lien in connection with this litigation, nor is it  
2 attempting to enforce a retaining lien.

3 C. Cooper's Separate Malpractice Suit is Irrelevant.

4 The Bourassa Firm contends that Argentina prevents the Court from adjudicating  
5 McDonald Carano's lien because the former client, Robert Cooper (who is not a party to this  
6 litigation), has asserted a malpractice claim against McDonald Carano. That reading of  
7 Argentina is misplaced. As it pertains to the effect that a malpractice action has on a court's  
8 ability to adjudicate a charging lien, Argentina stands only for the proposition that "when the  
9 client asserts legal malpractice as a defense against the attorney's claim for fees [in the same case  
10 in which the attorney has asserted a lien,] it is particularly inappropriate to summarily adjudicate  
11 the fee dispute in the underlying action." Argentina, 125 Nev. at 529, 216 P.3d at 781 (emphasis  
12 added). Argentina does not speak to the facts of this case, as Cooper has not asserted legal  
13 malpractice as a defense against McDonald Carano's claim for fees. Rather, Cooper has asserted  
14 that, for various reasons that are allegedly attributable to McDonald Carano (which McDonald  
15 Carano denies), he lost his personal injury case. Cooper's legal and financial interests relative to  
16 McDonald Carano, if any, are fully protected in the malpractice litigation, and need not be  
17 considered here.<sup>5</sup>

18 II. CONCLUSION

19 For the foregoing reasons, and for the reasons discussed in McDonald Carano's  
20 Opposition and Countermotion, the Court should deny the Bourassa Firm's Motion, grant  
21 McDonald Carano's Countermotion, and enter an order directing the Clerk to distribute the  
22 Settlement Proceeds in accordance with the Countermotion.

Dated: May 7, 2013.

McDONALD CARANO WILSON LLP

By: 

George F. Ogilvie III, Esq. (#3552)  
Patrick J. Murch, Esq. (#10162)  
2300 West Sahara Avenue, Suite 1200  
Las Vegas, Nevada 89102

**CERTIFICATE OF SERVICE**

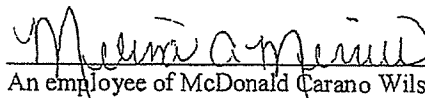
I hereby certify that I am an employee of the law firm of McDonald Carano Wilson LLP, and, on May 7, 2013, I caused a copy of the foregoing **SUPPLEMENT TO MCDONALD CARANO WILSON'S OPPOSITION TO PLAINTIFF'S MOTION FOR DISBURSEMENT OF INTERPLEADER FUNDS; and COUNTERMOTION TO ADJUDICATE ATTORNEY'S LIEN AND DISBURSEMENT OF INTERPLEADER FUNDS** to be served, via U.S. Mail, upon the following:

Michelle L. Abrams, Esq.  
Michelle L. Abrams Ltd.  
4750 W. Flamingo Road, Suite B  
Las Vegas, Nevada 89103  
*Attorneys for Oasis Legal Finance, LLC*

Jacqueline Mary McQuigg, Esq.  
Law Offices of Jacqueline Mary McQuigg, Esq.  
2620 Regatta Drive, Suite 102  
Las Vegas, Nevada 89128  
*Attorneys for the Chiu Entities*

Mark J. Bourassa, Esq.  
Christopher W. Carson, Esq.  
The Bourassa Law Group, LLC  
8668 Spring Mountain Road, Suite 101  
Las Vegas, Nevada 89117  
*Attorneys for Plaintiff*

James T. Studer, Esq.  
James Studer & Associates  
1420 Los Angeles Avenue, Suite 203  
Simi Valley, California 93065  
*Attorneys for the Chiu Entities*

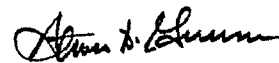
  
An employee of McDonald Carano Wilson LLP

276861

<sup>5</sup> Also, the Bourassa Firm is not the client, so it likely does not have standing to assert the Argentina malpractice issue.



# EXHIBIT 20



CLERK OF THE COURT

1 RTRAN

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 BOURASSA LAW GROUP LLC,

7 Plaintiff,

8 vs.

9  
10 CALIFORNIA BACK SPECIALISTS  
11 MEDICAL GROUP INC.,

12 Defendant.

CASE NO. A651563

DEPT. XXVIII

13 BEFORE THE HONORABLE RONALD J. ISRAEL, DISTRICT COURT JUDGE  
14 TUESDAY, MAY 14, 2013

15 **TRANSCRIPT OF PROCEEDINGS**  
16 **MCDONALD CARANO WILSON LLP'S OPPOSITION TO PLAINTIFF'S**  
17 **MOTION FOR DISBURSEMENT OF INTERPLEADER FUNDS; AND**  
18 **COUNTERMOTION FOR ADJUDICATION OF ATTORNEY'S LIEN**  
19 **AND DISBURSEMENT OF INTERPLEADER FUNDS**  
20 **JOINDER IN MOTION FOR DISTRIBUTION OF INTERPLEADER FUNDS**  
21 **PLAINTIFF'S MOTION FOR DISTRIBUTION OF INTERPLEADER FUNDS**

22 APPEARANCES:

23 For the Plaintiff:

MARK J. BOURASSA, ESQ.

24 For the Defendant:

25 Oasis Legal Finance, LLC  
McDonald Carano Wilson LLP

MICHELLE L. ABRAMS, ESQ.  
RORY KAY, ESQ.  
PATRICK MURCH, ESQ.

RECORDED BY: JUDY CHAPPELL, COURT RECORDER

1 TUESDAY, MAY 14, 2013 AT 10:02 A.M.

2  
3 THE CLERK: Case Number A651563, Bourassa Law Group versus California  
4 Back Specialty [sic] Medical Group Inc.

5 THE COURT: Good morning. Counsel –

6 MR. MURCH: Good morning, Your Honor.

7 THE COURT: -- state your appearance for the record.

8 MR. MURCH: Patrick Murch and Rory Kay on behalf of McDonald Carano  
9 Wilson.

10 MR. BOURASSA: Mark Bourassa on behalf of plaintiff, Your Honor.

11 MS. ABRAMS: Michelle Abrams appearing for Oasis Legal Finance.

12 THE COURT: Okay. We have this back. We got the supplements regarding  
13 *Argentina* or I think that's – it's not Argentina. But in any event – and go ahead, you  
14 can – anything you have to add?

15 MR. BOURASSA: I don't really have anything to add, Your Honor. We got  
16 the settlement. We obviously think we're entitled to our fees. We don't have any  
17 interest one way or the other with respect to Counsel's fees whether they're entitled  
18 to it or not under the laws, entirely up to the Court. The client understands that he's  
19 not going to get any proceeds from this. So it's simply a division of the settlement.

20 THE COURT: And was there an objection from the other parties and when  
21 I'm talking the others, the medical? I can't recall.

22 MR. BOURASSA: There was nothing that I recall receiving from that, Your  
23 Honor. They simply answered and in typical fashion, they simply await motions  
24 such as this to disburse the proceeds in a pro rata fashion.

25 THE COURT: Okay. Thank you.

1 MR. MURCH: Your Honor, we've laid out our position on *Argentina* and how  
2 it came to state that a withdrawing attorney doesn't have a lien. I don't believe that  
3 that statement is valid. I don't agree with it.

4 THE COURT: You want me to overrule the Supreme Court.

5 MR. MURCH: Well, I just think that --

6 THE COURT: No, I don't want to live in Carson City. I like it, but I don't want  
7 to live there.

8 MR. MURCH: I just think that they -- *Figliuzzi* just made a jump --

9 THE COURT: Oh, you made it clear.

10 MR. MURCH: -- right? So -- so --

11 THE COURT: They missed the ball or whatever.

12 MR. MURCH: And that's my point. From an equitable standpoint, yes,  
13 Mr. Bourassa's firm got the settlement, we did the work. And we -- our attorney lien,  
14 other than this issue here, is perfected and I believe that the McDonald Carano is  
15 entitled to its forty percent.

16 Looking at the statute alone, it says any judgment, any verdict. It  
17 doesn't say any verdict that you get for your client or any verdict that you get while  
18 you're representing your client. So I think the plain language of the statute by itself  
19 is sufficient. And otherwise we'll stand on what we've submitted.

20 THE COURT: Anything from you guys? No.

21 MS. ABRAMS: I have nothing to add.

22 THE COURT: Okay. Well I -- and I appreciate your candor. It is really clear  
23 and it is, at this point, and you probably will be asking the Supreme Court if they  
24 really meant what they said in *Argentina*, but the case is absolutely clear. And  
25 although you're asking me basically to decide that they were wrong and it's a 2009

1 case. It's very close to being on point and they clearly said that the remedy is  
2 to – and I'm sure you don't want me to quote it, but anyway, to go after the client.  
3 And maybe you can get them to reconsider; although, I'm not saying their wrong. It  
4 is harsh. It's very harsh when you've done considerable work and certainly the case  
5 doesn't take that into account. But based on the case, I don't have any choice but to  
6 grant the plaintiff's motion for the disbursement and pursuant to *Argentina*.

7 MR. MURCH: I guess if you're going to do that, Your Honor, I understand.  
8 Can we get some time to discuss with the managing partner whether we want to  
9 appeal so that the proceeds aren't distributed immediately and such that what we're  
10 looking for is gone by the time that we get to file a notice of appeal.

11 MR. BOURASSA: I'm in no rush to get McDonald Carano in any more hot  
12 water than –

13 THE COURT: I –

14 MR. BOURASSA: -- they're uncomfortably in.

15 THE COURT: Now there is a – there is a malpractice action, correct? That's  
16 the whole point that this really fits into *Argentina*.

17 MR. MURCH: I don't think it does because if I – we –

18 THE COURT: Well, just – there is a malpractice.

19 MR. MURCH: Yes, there is.

20 THE COURT: Okay.

21 MR. MURCH: Yes, there is. But I don't think the malpractice. I think his –

22 THE COURT: How long do you need?

23 MR. MURCH: -- rights could be [indiscernible].

24 THE COURT: Thirty days.

25 MR. MURCH: If I could get, yeah, thirty days will be good.

1 THE COURT: He's saying he doesn't care.  
2 MR. MURCH: Thirty days would be great and then --  
3 MR. BOURASSA: And, Your Honor, we could just --  
4 MR. MURCH: -- we'll know.  
5 MR. BOURASSA: -- with the Court's permission, we'll just wait a little while  
6 on entering the order. But we'll get the order approved by Counsel. Circulate it  
7 and --  
8 THE COURT: Thirty days? He's giving you all the time you want.  
9 MR. MURCH: That's fine and --  
10 THE COURT: Is that enough?  
11 MR. MURCH: -- it could be before that if Mr. Ogilvie says we're not going to  
12 do it --  
13 THE COURT: Okay.  
14 MR. MURCH: -- then I can -- I'll tell him right away that we're not going to do  
15 it and he can enter the order. Then I guess the --  
16 THE COURT: Hey, you know as a practicing attorney, it's really is harsh,  
17 but --  
18 MR. MURCH: The other issue, then, is what is the disbursement? Is  
19 McDonald Carano -- does McDonald Carano stand in line with the disbursement as  
20 they've put in their papers?  
21 THE COURT: According to --  
22 MR. MURCH: You know, does -- how does that work?  
23 THE COURT: -- according to *Argentina*, your recourse is an action against  
24 your former client in a separate proceeding. That's pretty clear to me that you do  
25 not get to any portion of these proceeds.

1 Fee dispute is an action against his or her former client in a separate  
2 proceeding.

3 So. Okay?

4 MR. MURCH: Okay. Thank you.

5 MR. BOURASSA: Thank you, Judge. We'll prepare that.

6 THE CLERK: So we have a joinder motion and then we also have a  
7 counter motion. So what --

8 THE COURT: What was the counter, well, hang on. The counter motion was  
9 for their fees --

10 MR. BOURASSA: Right.

11 THE COURT: -- so that's denied.

12 THE CLERK: That's denied.

13 THE COURT: And --

14 THE CLERK: The joinder motion?

15 THE COURT: Well the joinder's --

16 MR. BOURASSA: Moot, I think, as ours is granted with the disbursement --

17 MS. ABRAMS: Correct.

18 MR. BOURASSA: -- contained in our --

19 THE COURT: Yeah.

20 THE CLERK: Okay. So it's moot.

21 MR. BOURASSA: -- brief.

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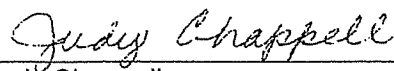
THE COURT: Yeah.

Thank you.

MR. BOURASSA: Thank you, Judge.

[Proceeding concluded at 10:10 a.m.]

ATTEST: I hereby certify that I have truly and correctly transcribed the audio/visual recording in the above-entitled case.

  
\_\_\_\_\_  
Judy Chappell  
Court Recorder



**IN THE SUPREME COURT OF THE STATE OF NEVADA**

McDONALD CARANO WILSON LLP, a  
Nevada limited liability partnership,

Appellant,

vs.

THE BOURASSA LAW GROUP, LLC, a  
Nevada limited liability corporation; OASIS  
LEGAL FINANCE, LLC, an Illinois limited  
liability company; CALIFORNIA BACK  
SPECIALISTS MEDICAL GROUP, INC., a  
California corporation; CALIFORNIA  
MINIMALLY INVASIVE SURGERY  
CENTER, INC., a California corporation;  
THOUSAND OAKS SPINE MEDICAL  
GROUP, INC., a California corporation;  
CONEJO NEUROLOGICAL MEDICAL  
GROUP, INC., a California corporation; and  
MEDICAL IMAGING MEDICAL GROUP  
INC., a California corporation,

Respondents.

No. 64658

**JOINT APPENDIX**

VOLUME II

PART 2

# **EXHIBIT D**

**Oasis Legal Finance**FAX COVER SHEET

Date: June 26, 2008

Via Facsimile to (702) 873-9966Robert Cooper  
[REDACTED]Via Facsimile to (702) 873-9966Patrick Murch, Esq.  
2300 W. Sahara Ave.  
Las Vegas, NV 89102From: Colin Lawler  
OASIS LEGAL FINANCE

Pages: 14 (Including Cover)

Re: Robert Cooper PURCHASE AGREEMENT  
Case ID: P-CA-139835

---

**FUNDING CHECKLIST**

- ☐ Robert Cooper complete and sign the Payment Instructions.
- ☐ Robert Cooper complete and sign the Information Release.
- ☐ Robert Cooper sign the Irrevocable Letter of Direction.
- ☐ Robert Cooper complete and sign the Purchase Agreement and provide all missing information. Provide your Social Security Number and your Drivers License Number or State Identification Number (and State of Issuance).
- ☐ Patrick Murch sign the Acknowledgment of the Irrevocable Letter of Direction and list the approximate amount of any medical liens.
- ☐ Patrick Murch make two copies of the executed agreements
- ☐ Patrick Murch file one copy to Robert Cooper's file and mark the file with LIEN & ASSIGNMENT to Oasis Legal Finance.
- ☐ Patrick Murch provide client a copy for their records.
- ☐ Robert Cooper or Patrick Murch fax the signed all documents to us at (847) 521-4386 using the RETURN FAX COVER SHEET, attached and mail the originals to the address below.

We greatly appreciate your assistance with the process. Once you receive your Oasis cash advance, please notify us if you wish to receive any future advances. Please call at (847) 521-4303 if you have any questions.

Encl.

40 North Skokie Blvd, Suite 500, Northbrook, IL 60062  
Phone (847) 521-4303 - Fax (847) 521-4386 Case ID: P-CA-139835  
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**Oasis Legal Finance**RETURN FAX COVER SHEET TO OASIS LEGAL FINANCE

To: **Colin Lawler**  
OASIS LEGAL FINANCE

From: Robert Cooper/Patrick Murch

Fax: (847) 521-4386 Pages: \_\_\_\_ (Including Cover)

Date: \_\_\_\_\_

Re: Robert Cooper PURCHASE AGREEMENT  
Case ID: P-CA-139835

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Please find attached the following documents

- ☐ Completed and signed Payment Instructions (1 Page)
- ☐ Completed and signed Information Release (1 Page)
- ☐ Signed Irrevocable Letter of Direction and Acknowledgment (1 Page)
- ☐ Completed and Signed Purchase Agreement (8 Pages)

**PLEASE FAX TO OASIS  
WITH COMPLETED CONTRACT**

40 North Skokie Blvd, Suite 500, Northbrook, IL 60062  
Phone (847) 521-4303 – Fax (847) 521-4386

 Case ID: P-CA-139835  
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## PAYMENT INSTRUCTIONS

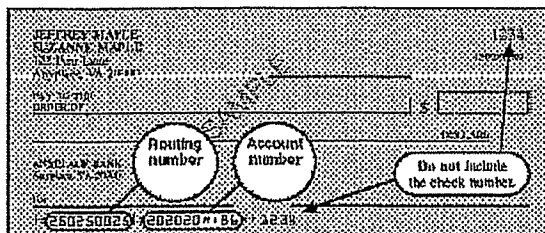
Parties: Robert Cooper is Seller and Oasis Legal Finance, LLC is Purchaser

Offer Date: June 26, 2008

Purchase Price to Seller: \$2,250.00

Please send the purchase price to me by (Select Only One):

- ☐ SAME DAY Wire Transfer to bank account in my name (\$32.00 deducted from purchase price-no out of pocket cost to you):



Note: The routing and account numbers may be in different places on your check.

Name of Bank:	
Bank's City, State:	
Routing/ABA Number:	
Account Number:	
Bank's Phone Number:	
Name on Account:	

- ☐ A check sent in my name by Overnight Delivery (\$28.00 deducted from purchase price-no out of pocket cost to you. Overnight delivery does not include weekends):

Street Address Apt/Unit # \_\_\_\_\_

City, \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

- ☐ A check sent in my name by U.S. First Class Mail with Delivery Confirmation (FREE – delivered within 5 to 10 days from post date. Not responsible for delays due to postal or bank holidays, or weekends).

Terms: Purchaser agrees to provide funds to the Seller as requested below by the Seller. In the event that Seller receives any Proceeds prior to Purchaser receiving full payment of the applicable Oasis Ownership Amount, Seller grants Purchaser the right to effect one or more ACH debit entries, as needed, from Seller's bank to satisfy outstanding amounts due Purchaser. Seller agrees that funds received from Purchaser are a purchase of property, not a loan, and that Purchaser owns a portion of the potential proceeds from the legal claim.

Payment Schedule	Oasis Ownership Amount (Payoff Amount)
June 26, 2008 to December 25, 2008	\$3,375.00
December 26, 2008 to June 25, 2009	\$3,712.50
June 26, 2009 to September 25, 2009	\$5,062.50
September 26, 2009 to December 25, 2009	\$5,625.00
December 26, 2009 to June 25, 2010	\$6,187.50
June 26, 2010 to December 25, 2010	\$7,312.50
December 26, 2010 and thereafter	\$7,875.00

In one or two sentences, please describe how we helped you during these difficult times: \_\_\_\_\_

By signing below, I hereby agree to the terms of the Payment Instructions and understand that I am responsible for the information that I have provided on this form and that Purchaser is not responsible for any problem in delivery or transfer of funds, so long as it follows the instructions provided by the Seller.

Robert Cooper - Seller

Date

Oasis Legal Finance, LLC - Purchaser  
By:

Date

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**Oasis Legal Finance****CREDIT AND INFORMATION RELEASE**

Oasis Legal Finance, LLC may obtain a consumer credit report and/or other financial and credit information as part of the proposed transaction.

PLEASE READ CAREFULLY: BY MY SIGNATURE BELOW, I hereby authorize, without any reservation any credit reporting agency, information service bureau, institution, attorney, or insurance company contacted by Oasis Legal Finance, LLC or its agents, to furnish a credit report, other financial, credit or legal information, information concerning liens and judgments against me and other information requested as part of the proposed transaction and at any time after the transaction until I have completely satisfied my obligations under the agreement.

This authorization is valid for purposes of verifying information given pursuant to business negotiations, or any other lawful purpose covered under the Fair Credit Reporting Act. (FCRA).

Upon written request, we will tell you whether we have obtained a credit report and, if so, the name and address of the credit reporting agency that provided it. We also request that by signing below, you certify the information provided by you to Oasis Legal Finance, LLC in your application and underwriting process is true, accurate and complete. You also authorize Oasis Legal Finance LLC to report this transaction and matters related to it to any of the above entities.

Additionally, I the undersigned, direct and authorize my attorney and any subsequent attorney(s) to cooperate and release to Oasis Legal Finance, LLC ("Oasis"), or its affiliates any and all information and documents pertaining to my current legal claim or lawsuit, including pleadings, discovery, investigation, contracts, medical records/reports, depositions, and all other information in the file not protected by the attorney-client privilege, the work product doctrine, or other applicable evidentiary privileges or protections. A copy and/or facsimile of this authorization bearing the signature of the undersigned shall be deemed to be the equivalent of the original.

I certify that the information provided by me to Oasis in my application is true, accurate, and complete.


Robert Cooper

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Telephone Number

  
\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

**PURCHASE AGREEMENT**

PAGE 1 OF 8

**Purchaser:** Oasis Legal Finance, LLC (Oasis)**Seller:** Robert Cooper**Purchase Price:** \$2,250.00**Oasis Ownership Amount****Payment Schedule** **Oasis Ownership Amount**  
**(Payoff Amount)**

June 26, 2008 to December 25, 2008	\$3,375.00
December 26, 2008 to June 25, 2009	\$3,712.50
June 26, 2009 to September 25, 2009	\$5,062.50
September 26, 2009 to December 25, 2009	\$5,625.00
December 26, 2009 to June 25, 2010	\$6,187.50
June 26, 2010 to December 25, 2010	\$7,312.50
December 26, 2010 and thereafter	\$7,875.00

IF SELLER COMPLIES WITH THIS PURCHASE AGREEMENT AND RECOVERS NOTHING FROM THE LEGAL CLAIM CITED BELOW, THEN PURCHASER SHALL RECEIVE NOTHING. SELLER IS NOT ENTITLED TO RECEIVE ANY PROCEEDS UNTIL PURCHASER HAS RECEIVED THE OASIS OWNERSHIP AMOUNT.

IF SELLER MAKES ANY FALSE STATEMENTS IN THIS PURCHASE AGREEMENT (SEE SECTION 2.3), FAILS TO DISCLOSE A PRIOR SALE (SEE SECTION 3.4), RECEIVES ADDITIONAL ADVANCES WITHOUT PURCHASER CONSENT (SEE SECTION 5.3), REPLACES SELLER'S ATTORNEY WITHOUT OBTAINING A NEW ACKNOWLEDGEMENT FROM THE REPLACEMENT ATTORNEY (SEE SECTION 5.8), AVOIDS OR ATTEMPTS TO AVOID PAYMENT TO PURCHASER, SELLER SHALL IMMEDIATELY PAY TO PURCHASER LIQUIDATED DAMAGES IN THE AMOUNT OF TWO TIMES (2X) THE HIGHEST OASIS OWNERSHIP AMOUNT, REGARDLESS OF THE OUTCOME OF THE LEGAL CLAIM OR THE AMOUNT OF THE PROCEEDS. IN ADDITION, SELLER SHALL PAY FOR ALL COLLECTION COSTS, INCLUDING ATTORNEY'S FEES AND EXPENSES OF PURCHASER.

**Fully Informed:** Seller fully understands the terms and conditions of this eight (8) page Purchase Agreement. Seller has had an opportunity to read this Purchase Agreement and to consult with such advisors as Seller deems appropriate, including attorneys and tax advisors. Seller has not relied on any statement, assurance, representation or warranty, whether written or oral, of Purchaser or any other person in connection with Seller's decision to enter into this Purchase Agreement.

**SELLER:** Robert Cooper **Address:** [REDACTED]**Home Phone:** \_\_\_\_\_ **Work Phone:** \_\_\_\_\_ **Other Phone:** \_\_\_\_\_**Drivers License #:** \_\_\_\_\_ **State Issued:** \_\_\_\_\_ **SS #:** \_\_\_\_\_ **Date of Birth:** [REDACTED]

**Legal Claim:** personal injury or other claim that is currently being pursued by my attorney Patrick Murch. (See Section 1.1 for complete definition)

Seller sells and assigns all of Seller's right, title and interest in and to the Purchased Interest to Purchaser, and Purchaser purchases the Purchased Interest from Seller on the terms and conditions provided in this Purchase Agreement. The purchase of the Purchased Interest shall entitle Purchaser to receive the Oasis Ownership Amount (See above and Section 1.2). As consideration for the sale of the Purchased Interest, Purchaser shall pay the Purchase Price to Seller. Capitalized terms have the meanings set forth in Section 1 of this Purchase Agreement.

I certify that I have read and agree to the statements above and the entire Purchase Agreement consisting of eight (8) pages. I agree to be bound by the terms and conditions of this Purchase Agreement. This Agreement shall not be effective until the Purchase Price is paid to Seller.

**Seller's Signature****Date****Purchaser's Signature****Date**

Robert Cooper

Oasis Legal Finance, LLC

 Case ID: P-CA-139835

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**PURCHASE AGREEMENT**  
**PAGE 2 OF 8**

**Background**

Seller is the plaintiff in the Legal Claim. In order to ensure the receipt of some proceeds in connection with the Legal Claim without regard to its outcome, Seller desires to sell an interest in the Proceeds to Purchaser. Purchaser desires to purchase an interest in the Proceeds from Seller of the Legal Claim.

**SECTION 1. DEFINITIONS.**

1.1 "Legal Claim" means (a) the pending legal action and/or lawsuit to obtain money or property in which the Seller is engaged as a result of injuries and/or damages arising out of a personal injury or other claim; (b) all applicable proceedings, proceedings on appeal or remand, enforcement, ancillary, parallel, or alternative dispute resolution proceedings and processes arising out of or relating to such case; (c) any other proceedings founded on the underlying facts giving rise to such case in which Seller is a party; and (d) any arrangements made with Seller with another party to such case which resolves any of the Seller's claims against such party.

1.2 "Oasis Ownership Amount" is the amount Purchaser is to be paid out of the Proceeds and as determined as of the date Purchaser receives payment based on the Payment Schedule on Page 1 of this Purchase Agreement.

1.3 "Present Value" means, with respect to any payment received by Purchaser, the present value of the amount of such payment, discounted at the rate of 17% per annum (compounding annually on a 365 days year basis) from the date on which such payment is received by Purchaser to the date on which the Oasis Ownership Amount is determined.

1.4 "Proceeds" means all property or things of value payable on account of the Legal Claim including, without limitation, cash, negotiable instruments, contract rights, annuities and securities whether obtained by judgment, settlement, arbitral award or otherwise. Without limitation of the foregoing, "Proceeds" shall include a reasonable estimate of the monetary value of all non-cash benefits receivable by Seller on account of the Legal Claim.

1.5 "Purchased Interest" means the right to receive a portion of the Proceeds equal to the Oasis Ownership Amount on the further terms and conditions provided for in this Purchase Agreement.

1.6 "Purchaser" means Oasis Legal Finance, LLC (Oasis).

1.7 "Seller" means Robert Cooper.

1.8 "Seller's Attorney" means, collectively, Patrick Murch, Esq., which is Seller's attorney(s) in respect of the Legal Claim and any substitute, new or additional attorney representing Seller in the Legal Claim.

**SECTION 2. SELLER'S STATEMENTS.** Seller states to Purchaser as follows:

2.1 **Title; Capacity.** Seller believes the Legal Claim to be meritorious and filed in good faith. Seller is the plaintiff in the Legal Claim and has full right, title and interest in, to and under the Legal Claim and the Proceeds. Seller has the capacity and authority to enter into this Purchase Agreement and perform Seller's obligations set forth in this Purchase Agreement.

2.2 **Effect of Purchase Agreement; Binding and Enforceable.** The execution, delivery and performance of this Purchase Agreement and the obligations set forth in this Purchase Agreement do not conflict with, or result in the breach or termination of, any provision of, or constitute a default under, any instrument or Purchase Agreement to which Seller is a party. This Purchase Agreement constitutes the legal, valid and binding Purchase Agreement of Seller, enforceable in accordance with its terms.

2.3 **Information True, Complete and Correct.** Seller has provided Purchaser with true, correct and complete copies of all documents in connection with Purchaser's examination of the Legal Claim. Seller has truthfully and completely responded to all questions asked by Purchaser in connection with the Legal Claim. Seller has informed Purchaser of the status of all actions, facts and circumstances that materially affect or impair the Legal Claim, Seller's rights in connection with the Legal Claim or the amount of the Proceeds. All documents and responses provided to Purchaser do not





**PURCHASE AGREEMENT**  
PAGE 3 OF 8

make any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

**SECTION 3. SELLER'S ACKNOWLEDGEMENTS.** Seller acknowledges the following:

**3.1 Risk of Loss; No Loan Transaction.** The purchase of the Purchased Interest and the other transactions contemplated by this Purchase Agreement involve a substantial economic risk and a bona fide risk of loss to Purchaser. The Oasis Ownership Amount has been negotiated to account for such risk. The sale and assignment of the Purchased Interest is an absolute assignment and not a loan secured by a collateral assignment of the Purchased Interest.

**3.2 No Attorney-Client Relationship; No Obligations with Respect to Legal Claim.** Purchaser is not engaged in the practice of law and is not serving as Seller's attorney. Purchaser's sole obligation under this Purchase Agreement is to pay the Purchase Price hereunder. Purchaser does not assume or have any responsibility or obligation of any kind whatsoever to Seller or Seller's Attorney in connection with the Legal Claim, including, without limitation, any obligation to pay court costs or other expenses.

**3.3 No Direction as to Use of Purchase Price.** Purchaser has imposed no conditions on Seller's use of the Purchase Price.

**3.4 No Previous Assignment.** Seller has not sold, assigned, pledged, transferred, or encumbered any interest in the Legal Claim or the Proceeds. There are no pending or threatened claims, liens, assignments, encumbrances or judgments against Seller or Seller's assets that would materially impair the value, priority or collectibility of the Proceeds payable to Seller in connection with the Legal Claim or the amounts owed to Purchaser pursuant to this Purchase Agreement.

**SECTION 4. PURCHASER'S ACKNOWLEDGEMENT.**

**4.1 Purchaser's Acknowledgment.** Purchaser acknowledges and agrees that Purchaser shall have no right to and will not make any decisions with respect to the conduct of the Legal Claim or any settlement or resolution thereof and that the right to make such decisions remains solely with Seller and Seller's Attorney.

**SECTION 5. SELLER'S AGREEMENTS.** Seller agrees as follows:

**5.1 Treatment of Transaction.** Seller agrees to treat and report the sale and purchase of the Purchased Interest as a sale transaction and not as a loan for all purposes (including tax purposes).

**5.2 Treatment in Bankruptcy.** If Seller commences or has commenced against it any case or other proceeding pursuant to any bankruptcy, insolvency or similar law prior to payment of the full Oasis Ownership Amount to Purchaser, Seller shall cause the Purchased Interest to be described as an asset of Purchaser (and not as a debt obligation of Seller) in any oral or written communications, including, without limitation, any schedule or other document filed in connection with such case or proceeding.

**5.3 No Further Assignment.** Seller shall not sell, assign, pledge, or transfer (whether voluntarily, by operation of law or otherwise) any interest in the Legal Claim or the Proceeds without the prior written consent of Purchaser, except for transfers by intestate due to Seller's death. In the event an interest in the Legal Claim or the Proceeds is transferred by intestate due to Seller's death, Seller's heirs, estate executors and personal representatives will be bound by this Purchase Agreement. Seller shall not permit or grant any security interest, lien, or encumbrance to attach to Seller's interest in the Legal Claim or the Proceeds without the prior written consent of Purchaser.

**5.4 Prosecution of Claim.** Seller intends to use its best efforts to prosecute the Legal Claim and to bring the Legal Claim to good faith settlement or final judgment. Upon settlement or final judgment, Seller shall use its best efforts to enforce collection of all sums due pursuant to any judgment or other award made with respect to the Legal Claim.

**5.5 Requests for Information.** At Purchaser's reasonable request, Seller agrees (and Seller's Attorney is authorized by Seller) to provide to Purchaser copies of non-privileged materials including: (a) pleadings, notices, orders, motions, briefs or other documents filed in the Legal Claim by any person or party, (b) correspondence, Purchase Agreements,

**PURCHASE AGREEMENT**

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or written proposals, or written summaries of any oral Purchase Agreements or proposals, from or to Seller or Seller's Attorney or the Proceeds, (c) all medical records of Seller or information regarding any medical lien, and (d) documents relating to any other material developments with respect to the Legal Claim or the Proceeds.

**5.6 Mandatory Documents and Reports of Supplementary Information.** Seller shall provide Purchaser with prompt written notice of: (a) any receipt by Seller or Seller's Attorney of Proceeds and (b) any notices of or documents evidencing any receipt of payments or promises to make payments on account of the Legal Claim.

**5.7 Facilitation of Payments.** If Seller's Attorney or any other person possesses Proceeds that are payable to Purchaser, Seller shall execute and deliver such documents or other instruments and take such other actions as may be reasonably requested by any person to direct or otherwise facilitate the payment of such Proceeds to Purchaser.

**5.8 Substitution of Attorneys in the Legal Claim.** If Seller determines to hire new or additional attorneys to represent Seller in the Legal Claim, Seller agrees that, prior to such hiring, Seller shall (a) provide Purchaser with written notice of such determination and (b) deliver a copy of the Irrevocable Letter of Direction to such new or additional attorney, (c) require such new or additional attorney to execute and deliver to Purchaser an Attorney Acknowledgement of the Irrevocable Letter of Direction. Any such new or additional attorney(s) shall be considered part of "Seller's Attorney in the Legal Claim" upon such hiring for all purposes of this Agreement.

**5.9 Restrictive Agreement.** Seller shall use reasonable efforts not to enter into any settlement agreement or covenant that restricts Purchaser's access to (or Seller's obligation to provide to Purchaser) information relating to the Proceeds or any settlement in connection therewith.

**5.10 Waiver of Defenses.** Seller waives any and all defenses with respect to the sale of the Purchased Interest and agrees not to avoid payment of any Proceeds that are payable to Purchaser. Seller has not, and shall not, directly or indirectly, in any manner, delay, seek to prevent, impair or frustrate the rights granted to Purchaser under this Purchase Agreement or payment of the Purchased Interest sold to Purchaser.

**SECTION 6. PAYMENT AND PRIORITY.**

**6.1 Priority Payment to Purchaser.** Purchaser and Seller acknowledge that the Purchased Interest may be worthless. Purchaser accepts the risk of loss with respect to the Purchased Interest. Seller's obligation to make payments to Purchaser pursuant to this Purchase Agreement is limited to amounts recovered by Seller in the Legal Claim unless Seller defaults under this Purchase Agreement. The Oasis Ownership Amount shall be determined as of the date Oasis receives payment in full from or on behalf of Seller. Seller shall not be entitled to receive any Proceeds until Purchaser has received the Oasis Ownership Amount. Purchaser shall have the option, but not the obligation, to accept non-cash consideration on account of the Oasis Ownership Amount and may require Seller to accept non-cash consideration while Purchaser receives cash consideration. If the Proceeds are insufficient to pay the Oasis Ownership Amount in full, Purchaser shall receive all of the Proceeds, subordinate to only attorneys' fees and costs and medical liens. In any settlement of the Legal Claim where non-cash consideration is being paid to Seller, Seller agrees to use its reasonable best efforts to cause the adverse party in the Legal Claim to include sufficient cash to pay the Oasis Ownership Amount to Seller in full upon the initial payment of Proceeds.

**6.2 Timely Payment.** All amounts owing to Purchaser on account of the Purchased Interest shall be paid to Purchaser to the extent that Proceeds from the Legal Claim are available to make payments to Purchaser. Seller shall pay such amounts to Purchaser within ten days of receipt of the Proceeds in the Legal Claim by Seller or Seller's Attorney, whichever occurs first. Amounts that are not paid in this timely manner shall earn interest at the highest rate permitted by law until paid in full.

**6.4 Costs of Collection.** In addition to the Oasis Ownership Amount, all costs and expenses incurred by Purchaser in collecting the Oasis Ownership Amount shall be and become an additional amount owed to Purchaser pursuant to this Purchase Agreement including legal fees and expenses.

**6.5 Power of Attorney.** Seller irrevocably designates, makes, constitutes and appoints Purchaser (and all persons or entities designated by Purchaser) as Seller's true and lawful agent and attorney-in-fact for all matters relating to this agreement and the collection of payments due under this agreement and during the continuation thereof, with power, without



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**PURCHASE AGREEMENT**

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notice to Seller, and at such time or times as Purchaser, in its sole and absolute discretion, may determine, in Seller's or Purchaser's name: (a) to provide Seller's Attorney with irrevocable written instructions that the Oasis Ownership Amount be paid directly to Purchaser in accordance with the terms of this Purchase Agreement; and (b) to do all acts and things necessary, in Purchaser's sole discretion, to fulfill Seller's obligations under this Purchase Agreement.

**6.6 Manner of Payment.** All amounts payable to Purchaser pursuant to this Purchase Agreement shall be paid to Purchaser at the address for Purchaser provided in this Purchase Agreement or as otherwise provided by notice to Seller from Purchaser. Cash amounts shall be paid by check, in immediately available funds.

**6.7 Installment Payments.** In the event the Proceeds are received by Seller or Seller's Attorney in two or more installment payments and the cash portion of the initial installment is less than the Oasis Ownership Amount (and Purchaser does not elect to satisfy the deficiency by any non-cash consideration available), the Present Value of each future installment payment received by Purchaser (and not the dollar amount of such payment) shall be applied to reduce the portion of the Oasis Ownership Amount remaining due to the Purchaser.

**SECTION 7. EVENT OF DEFAULT; SPECIFIC DEFAULT; RIGHT OF RESCISSION.**

**7.1 Event of Default.** The breach by Seller of any of Seller's obligations under this Purchase Agreement shall constitute an "Event of Default" hereunder. In an Event of Default, Purchaser shall have all rights, powers, and remedies provided in the Purchase Agreement and as allowed by law or in equity.

**7.2 Specific Default.** IF SELLER MAKES ANY FALSE STATEMENTS IN THIS PURCHASE AGREEMENT (SEE SECTION 2.3), FAILS TO DISCLOSE A PRIOR SALE (SEE SECTION 3.4), RECEIVES ADDITIONAL ADVANCES WITHOUT PURCHASER CONSENT (SEE SECTION 5.3), REPLACES SELLER'S ATTORNEY WITHOUT OBTAINING A NEW ACKNOWLEDGEMENT FROM THE REPLACEMENT ATTORNEY (SEE SECTION 5.8), AVOIDS OR ATTEMPTS TO AVOID PAYMENT TO PURCHASER, SELLER SHALL IMMEDIATELY PAY TO PURCHASER LIQUIDATED DAMAGES IN THE AMOUNT OF TWO TIMES (2X) THE HIGHEST OASIS OWNERSHIP AMOUNT REGARDLESS OF THE OUTCOME OF THE LEGAL CLAIM OR THE AMOUNT OF THE PROCEEDS. IN ADDITION, SELLER SHALL PAY FOR ALL COLLECTION COSTS, INCLUDING ATTORNEY'S FEES AND EXPENSES OF PURCHASER.

**7.3 Seller's Right of Rescission. CONSUMER'S RIGHT TO CANCELLATION:** YOU MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR FURTHER OBLIGATION WITHIN FIVE (5) BUSINESS DAYS FROM THE DATE YOU RECEIVE THE PURCHASE PRICE FROM PURCHASER.

TO CANCEL THIS AGREEMENT, YOU MUST EITHER:

- (I) RETURN THE FULL AMOUNT OF THE PURCHASE PRICE TO PURCHASER BY DELIVERING THE UNCASHED CHECK TO PURCHASER IN PERSON WITHIN FIVE (5) BUSINESS DAYS; OR
- (II) MAIL NOTICE OF CANCELLATION ALONG WITH REPAYMENT (EITHER BY RETURN OF PURCHASER'S UNCASHED CHECK, REGISTERED OR CERTIFIED CHECK, OR MONEY ORDER) BY INSURED, REGISTERED OR CERTIFIED U.S. MAIL, POSTMARKED ON OR WITHIN FIVE (5) BUSINESS DAYS OF RECEIVING THE PURCHASE PRICE, TO PURCHASER'S ADDRESS AS SET FORTH IN SECTION 8.3 BELOW.

**SECTION 8. MISCELLANEOUS.**

**8.1 Expenses.** Except as otherwise provided in Section 8.11, all legal and other costs and expenses incurred in connection with this Purchase Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses.

**8.2 Survival of Representations.** All of the representations, warranties, covenants and Purchase Agreements of the parties hereto contained in this Purchase Agreement or contained in any document furnished or to be furnished hereunder



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**PURCHASE AGREEMENT**  
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shall survive the date of this Purchase Agreement.

**8.3 Notices.** All notices and other communications given or made pursuant to this Purchase Agreement shall be in writing. All such notices or communications shall be deemed to have been given or made delivered personally or sent by registered or certified mail (postage prepaid, return receipt requested) or delivered by reputable overnight courier to the parties at the following addresses:

if to Purchaser, to: Oasis Legal Finance, LLC  
40 North Skokie Blvd, Suite 500  
Northbrook, Illinois 60062  
Attn: Controller

and if to Seller, to the address set forth on the first page of this Purchase Agreement, or at such other addresses as either of the parties hereto shall have specified in writing to the other.

**8.4 Further Assurances.** Seller shall, at any time, and from time to time after the date hereof, upon request of Purchaser, do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required to carry out the terms of this Purchase Agreement and the transactions contemplated in this Purchase Agreement.

**8.5 Financing Statements and Additional Documents.** Seller irrevocably authorizes Purchaser at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto. Purchaser may indicate the following information in such financial statements and amendments: (a) Purchaser's ownership interest in the Legal Claim; (b) that a portion of the proceeds that are derived from the Legal Claim are owned by Purchaser; and (c) any other information required, in Purchaser's discretion, by the Uniform Commercial Code in any relevant jurisdiction. Seller agrees to furnish any information reasonably requested by Purchaser to facilitate the objectives of this Section 8.5.

**8.6 Release to Contact Third Parties.** As part of this Purchase Agreement it may be necessary to disclose information to third parties. Seller explicitly and irrevocably authorizes Purchaser to disclose any information to third parties as it deems appropriate. Seller releases Purchaser from any and all liability as a result of the release of any information.

**8.7 Cumulative Rights.** Each and all of the various rights, powers, and remedies of the parties set forth in this Purchase Agreement shall be considered as cumulative, with and in addition to any other rights, powers, or remedies of such party. No one such right, power, or remedy is or shall be exclusive of the others or is exclusive of any other rights, powers, and remedies allowed by law or in equity. The exercise, partial exercise, or non-exercise of any rights, powers, or remedies shall not constitute either the election, nor the waiver, of any other rights, powers, or remedies. All rights, powers, and remedies of the parties shall survive the termination of this Purchase Agreement.

**8.8 Waiver.** Any waiver by any party of its rights under this Purchase Agreement shall be in writing and signed by the party waiving such rights. The failure of either party to enforce, at any time, any of the provisions of this Purchase Agreement or any of the rights set forth in this Purchase Agreement, shall in no way be considered a waiver of such provisions, rights, or subsequent breaches thereof.

**8.9 Headings; Number and Gender.** The sections and other headings contained in this Purchase Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Purchase Agreement. References to the singular or plural shall include the other and references to the masculine, feminine and neuter genders shall include the others, as appropriate.

**8.10 Entire Agreement.** This Purchase Agreement constitutes the entire agreement between the parties and supersedes all other prior agreements and understandings, both oral and written, between the parties, with respect to the subject matter of this Purchase Agreement. This Purchase Agreement may only be modified or supplemented by a written amendment executed by all of the parties hereto.



**PURCHASE AGREEMENT**  
**PAGE 7 OF 8**

**8.11 Governing Law and Forum.** This Purchase Agreement, and all lawsuits, disputes, claims, or proceedings arising out of or relating to this Purchase Agreement or the relationships that result from this Purchase Agreement, shall be governed, construed and enforced in accordance with the laws of the State of California.

The Parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the Circuit Court of Cook County, Illinois for any disputes, claims or other proceedings arising out of or relating to this Purchase Agreement, or the relationships that result from this Purchase Agreement, and agree not to commence any such lawsuit, dispute, claim or other proceeding except in the Circuit Court of Cook County, Illinois. The parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any lawsuit, dispute, claim or other proceeding arising out of or relating to this Purchase Agreement, or the relationships that result from this Purchase Agreement, in the Circuit Court of Cook County, Illinois, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in the Circuit Court of Cook County, Illinois that any such lawsuit, dispute, claim or other proceeding brought in the Circuit Court of Cook County, Illinois has been brought in an inconvenient forum.

Each of the parties to the Contract further irrevocably consents to the service of process out of the Circuit Court of Cook County, Illinois by mailing copies thereof by Registered or Certified United States mail, postage prepaid, to each of the parties of the Purchase Agreement at its address specified in this Contract.

**8.12 Waiver of Jury Trial, Consolidation and Class Action; Costs.**

**THE PARTIES HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL ON ANY LAWSUIT, DISPUTE, CLAIM, OR CONTROVERSY. THE PARTIES ALSO WAIVE ANY RIGHT TO CONSOLIDATE OR TO HAVE HANDLED AS A CLASS ACTION ANY PROCEEDING ON ANY LAWSUIT, DISPUTE, CLAIM, OR CONTROVERSY WITH ANY PROCEEDING ON ANY LAWSUITS, DISPUTES, CLAIMS, OR CONTROVERSIES INVOLVING ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT.**

**THE PREVAILING PARTY IN ANY LAWSUIT, DISPUTE, CLAIM, OR CONTROVERSY SHALL BE ENTITLED TO ALL REASONABLE ATTORNEYS' FEES AND COSTS, EXPENSES AND DISBURSEMENTS WITH RESPECT TO SUCH LAWSUIT, DISPUTE, CLAIM, OR CONTROVERSY.**

**8.13 Attorneys' Fees.** In the event of a failure by any party to comply with the terms of this Purchase Agreement, the breaching party will pay all costs and expenses, including reasonable attorneys' fees, costs and expenses, incurred by the non-breaching party as a consequence of breaching party's failure to comply with this Purchase Agreement.

**8.14 Counterparts and Facsimile Signatures.** This Purchase Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same Purchase Agreement. This Purchase Agreement shall be deemed duly executed by Seller and Purchaser, respectively, upon the delivery of all of their respective executed signature pages by facsimile transmission to Seller or its attorney and Purchaser, as the case may be.

**8.15 Assignment; Use of Information.** Purchaser's rights and obligations under this Purchase Agreement may be assigned in its sole discretion without the consent of or notice to Seller. Seller's rights and obligations under this Purchase Agreement may not be assigned or transferred without the written consent of Purchaser, except for transfer by intestate due to Seller's death in which case Seller's heirs, estate executors and personal representatives will be bound by this Purchase Agreement. Seller agrees that Purchaser may share information that Purchaser obtained about Seller (whether from Seller or other person or entity) with potential assignees to whom Purchaser may assign its rights and obligations under this Purchase Agreement, provided that: (i) such information is reasonably necessary to allow a potential assignee to make an informed decision whether to take assignment from Purchaser; and (ii) Purchaser enters into an appropriate confidentiality Purchase Agreement with any such potential assignee.

**8.16 No Third Party Beneficiaries; Successors and Assigns.** Subject to the provisions of Section 8.15, (a) this Purchase Agreement is solely for the benefit of Purchaser and Seller; and (b) this Purchase Agreement shall be binding upon and inure to the benefit of the parties' successors, heirs, estates, executors, personal representatives and permitted assigns.



**PURCHASE AGREEMENT**

PAGE 8 OF 8

**8.17 Severability.** If any provision of this Purchase Agreement or the application of any such provision to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Purchase Agreement, or the application of such provision to such party or circumstances other than those to which it is so determined to be invalid or unenforceable, shall not be affected, and each provision of this Purchase Agreement shall be enforced to the fullest extent permitted by law. If any such court of competent jurisdiction declares that any term or provision of this Purchase Agreement is invalid or unenforceable, the parties hereto agree that such court shall have the power to modify the scope of such term or provision, to delete specific words or phrases, and to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable, and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Purchase Agreement shall be enforceable as so modified.

**8.18 Legal Representation.** Seller understands and acknowledges that: (a) Purchaser has recommended that Seller engage an attorney in connection with the execution and delivery of this Purchase Agreement; and (b) Seller has been represented by or has had the opportunity to be represented by an attorney of Seller's choosing in connection with the execution and delivery of this Purchase Agreement.

**8.19 Construction.** Without limitation of the provisions of Section 8.18, both parties have been represented by or have had the opportunity to be represented by an attorney of their choosing in connection with the execution and delivery of this Purchase Agreement. The parties intend that this Purchase Agreement be deemed to have been prepared by all of the parties and that no party shall be entitled to the benefit of any favorable interpretation or construction of any term or provision hereof under any rule or law with respect to the construction of this Purchase Agreement.

[Remainder of page intentionally left blank]



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Case ID: P-CA-139835

All Ver. 2.0

**IRREVOCABLE LETTER OF DIRECTION**

Sent by Fax to (702) 873-9966 and by US Mail

June 26, 2008

Patrick Murch, Esq.  
2300 W. Sahara Ave.  
Las Vegas, NV 89102

Dear Patrick Murch,

I, Robert Cooper, hereby irrevocably direct Patrick Murch or any subsequent attorney(s) and law firms that may represent me, to place an assignment, consensual lien and security interest against any and all of the settlement proceeds due to me from the legal claim(s)/case(s) in which you represent me, after payment of any and all legal fees and reimbursable costs, and to protect and satisfy this assignment, consensual lien and security interest up to the full Oasis Ownership Amount per the Purchase Agreement I have executed with Oasis Legal Finance, LLC, before releasing any funds to me. If any dispute arises over the amount owed Oasis, I instruct you NOT to release any funds to me until that dispute is resolved. If a check is sent in my name, I hereby grant you a limited, irrevocable power of attorney to endorse and deposit my check into your trust account and pay Oasis Legal Finance, LLC, in full, before releasing any funds to me.

I have read the Purchase Agreement and fully understand my obligations. I understand that Oasis has relied on this Irrevocable Letter of Direction to fund the Purchase Agreement, that the purchase price is \$2,250.00, and that the Oasis Ownership Amount will increase based on a multiple of the purchase price and the date Oasis receives payment per the Purchase Agreement. In the event that you no longer represent me, I instruct you to provide Oasis with any insurance, attorney or other information requested that will allow it protect its interest and to follow my irrevocable instructions. This letter may be executed in counterparts, each of which shall be deemed an original and all of which shall together constitute an agreement. By signing the acknowledgement below, you acknowledge that this letter is from me and that you comply with this Irrevocable Letter of Direction.

Sincerely,

\_\_\_\_\_  
Robert Cooper**ATTORNEY ACKNOWLEDGMENT**

- I, Patrick Murch, Esq., acknowledge receipt of this Letter from my client.
- My fee agreement is on a contingency basis and there are liens (exclusive of attorneys fees and costs) against the case of approximately \$\_\_\_\_\_, and I will honor my client's irrevocable letter of direction, assignment, consensual lien and security interest, subordinate to attorney fees, costs and appropriate medical liens as per instructions above.
- I fully expect and anticipate that any settlement check will be sent to me from the defendant and/or insurance company, and not to the Plaintiff, and I agree that all disbursements of funds, including plaintiff's share of proceeds, will be through my attorney trust account
- To the best of my knowledge, Robert Cooper has NOT received any previous cash advances on his/her legal claim(s).
- Without the prior written consent of Oasis Legal Finance, LLC, I will not participate in or acknowledge any future cash advances for Robert Cooper.

How should we contact your office for case updates?\_\_\_\_\_  
Patrick Murch, Esq.\_\_\_\_\_  
E-mail is Preferred (or Fax Number)

328422 0.0 139835 20080628154141

Case ID: P-CA-139835

All Ver. 2.0

**Oasis Legal Finance****NOTICE OF LIEN AND ASSIGNMENT**

June 26, 2008

Patrick Murch, Esq.  
2300 W. Sahara Ave.  
Las Vegas, NV 89102RE: OUR CLIENT: Robert Cooper  
OURCASE ID: P-CA-139835

Dear Patrick Murch,

Oasis Legal Finance LLC has entered into a Purchase Agreement (attached) with Robert Cooper. Oasis Legal Finance has purchased an interest in the potential proceeds from the legal claim of Robert Cooper.

**PLEASE BE ADVISED THAT YOU MAY NOT DISBURSE ANY FUNDS FROM THE CLIENT'S PORTION OF THE SETTLEMENT, JUDGEMENT OR OTHER RESOLUTION UNTIL OUR PURCHASED INTEREST HAS BEEN SATISFIED.****OASIS OWNERSHIP AMOUNT**

<u>Payment Schedule</u>	<u>Oasis Ownership Amount</u> <u>(Payoff Amount)</u>
June 26, 2008 to December 25, 2008	\$3,375.00
December 26, 2008 to June 25, 2009	\$3,712.50
June 26, 2009 to September 25, 2009	\$5,062.50
September 26, 2009 to December 25, 2009	\$5,625.00
December 26, 2009 to June 25, 2010	\$6,187.50
June 26, 2010 to December 25, 2010	\$7,312.50
December 26, 2010 and thereafter	\$7,875.00

Please call (866) 206-4800 (Press Option 6) or by fax at (847) 521-4392 to receive more information about payment.

40 North Skokie Blvd, Suite 500, Northbrook, IL 60062  
Phone (866) 206-4800 – Fax (847) 521-4392OASIS LEGAL FINANCE, LLC PRIVACY POLICY  
Effective date February 2008

328422 0.0 139835 20080626154141

Case ID: P-CA-139835

All Ver. 2.0



At Oasis Legal Finance we are committed to providing you the best service while earning your trust. A critical part of earning that trust is protecting your privacy rights. We acknowledge your right to keep your own non-public information confidential and, because of this, we have created this document to explain our privacy policy to you. In addition, we are complying with both state and federal laws which require financial services companies to notify you, our valued customers, about how we intend to treat your non-public personal information that you have entrusted us with.

We want our customers to be aware of what information Oasis collects and how it is handled, with whom the information may be shared, and the customer's "opt out" rights.

#### I. NON-PUBLIC PERSONAL INFORMATION

To provide reliable, quality service Oasis Legal Finance must collect certain non-public personal financial, legal, and medical information regarding its customers and potential customers. This is information that you or your attorney provides to us on applications and other forms, by phone, fax, the internet, or other delivery services. This information may include, but is not limited to, your date of birth, employment and income information, specific medical information pertaining to your personal injury, specific case details and claims information, witness statements and police reports.

#### II. OASIS LEGAL FINANCE'S COLLECTION AND USE OF INFORMATION

Generally, all non-public personal information that Oasis Legal Finance collects when you or your attorney speak to an Oasis Legal Finance representative, or via any of Oasis' web sites when you inquire about or complete an application for one or more of our products or services (or begin the inquiry or application process, whether you complete the process or not), is maintained solely by Oasis Legal Finance in accordance with this privacy statement.

Oasis Legal Finance uses non-public personal information (I) for the stated purpose for which such information is gathered; (II) for marketing analysis and sales planning purposes; (III) for servicing and collection purposes; (IV) for legal, financial, accounting and tax record keeping; (V) for other business purposes associated with its services and (VI) requirements imposed by governmental authorities.

However, in an effort to provide a diversity of product and service offers that may benefit our customers or potential customers, Oasis Legal Finance may provide non-public information on our customers to affiliated and unaffiliated companies. This non-public information may include, but is not limited to, name, address, phone number(s), details of Oasis' transaction with the customer, case details, related attorney information, and employment information. At no time will we ever disclose any medical information. If however, additional information is collected or maintained by any company other than Oasis Legal Finance, that other company's privacy policy will govern the treatment of information. Where possible, Oasis Legal Finance requires that such parties treat such information in accordance with this Privacy Policy.

#### A. Exceptions

Oasis Legal Finance will consider non-public personal information that is collected and kept about any person to be confidential and will not disclose it to a third party unless and if (i) disclosure is necessary to render the Oasis Legal Finance services and to perform related business activities expressed in this privacy policy; (ii) disclosure is required pursuant to a request for specific customer information to comply with a Subpoena, Court Order, and/or other legal instrument, legal proceeding or relevant law, including compliance with the USA Patriot Act; or (iii) there is an immediate, imminent threat to the safety of any person at Oasis Legal Finance. Upon a customer's act of submitting such information to Oasis Legal Finance, the customer acknowledges and agrees to the terms and conditions of this Privacy Policy, and the customer shall indemnify, defend and hold harmless Oasis Legal Finance, its parent company, agents, employees and subsidiaries, from and against any and all claims, loss, damage, cost or expense (including attorney's fees) to the extent such claims directly arise as a result of actions taken by Oasis Legal Finance pursuant to the provisions described under the within Privacy Policy.



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Case ID: P-CA-139835

All Ver. 2.0

#### B. Oasis Legal Finance Web Sites

Oasis Legal Finance currently operates several web sites. The Oasis Legal Finance sites may also contain links to web sites that are not affiliated with Oasis Legal Finance that may or may not have similar practices in place to protect the privacy of information that you supply. Oasis Legal Finance encourages everyone to review the privacy statements of each of the sites that are linked to or accessed from Oasis Legal Finance's web site so that there will be no surprise as to how each visited site collects, uses and distributes information.

#### C. Cookies

Cookies are small text files that are utilized to enable a continuous connection to web sites, making it more convenient to visit pages within a web site without the need to download the web site each time. Cookies will only contain information that a user may choose to volunteer. Cookies are meant to assist the user to visit a web site in a seamless fashion. Cookies are particularly useful in facilitating Web transactions that span multiple pages, i.e., applications, making travel arrangements, online banking, Internet shopping.

As the customer transmits each subsequent page of information to the server, the server will ask the individual's computer for the Cookie to confirm the individual's identity without requiring the individual to login each time. The Cookie will not run any programs, will not carry viruses to or cause malfunction of a computer. The Cookie will only be read by Oasis Legal Finance's web server and used to expedite customer interaction with our web site.

#### III. OASIS LEGAL FINANCE'S DATA RETENTION POLICY

Oasis Legal Finance's Corporate Policy for data retention pertaining to its customer's non-public personal information is for the life of the account, plus an additional two (2) years.

#### IV. OASIS LEGAL FINANCE'S INFORMATION SECURITY

Oasis Legal Finance is committed to the confidential treatment of all non-public personal information that it receives from you, both on computer servers, physically or otherwise. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to guard your non-public personal information, and secure your information from unauthorized access, use and disclosure in secure environments. To this end, we use industry-standard methods such as firewalls, encryption and system access controls, and our security practices are regularly reviewed against industry best practices by internal staff and independent third parties.

All non-public personal information that Oasis Legal Finance collects is accessible by Oasis Legal Finance employees and contractors, and to the extent required for the tax, accounting, legal and other professionals hired by Oasis Legal Finance to fulfill their fiduciary or representative duty. All such professionals are bound to maintain the confidentiality of information supplied to them by contractual or ethical obligations.

#### VI. "OPT-OUT" PROVISION

Oasis Legal Finance offers any person the opportunity to "opt-out" of receiving future offers from Oasis or from affiliated and unaffiliated companies. To remove your information from our database so as not to receive future advertising communications, you can send an email to [optout@oasislegal.com](mailto:optout@oasislegal.com). Or you can send a written correspondence to the same effect to:

Opt-Out  
Oasis Legal Finance, LLC  
40 N. Skokie Blvd, Suite 500  
Northbrook, IL 60062

Please note that it may take up to 60 days from the date of receipt of notification for your request to become active. In your opt-out instructions, so that we can accurately remove your record, please include your name, address, phone number, and attorney's name that handled your case.

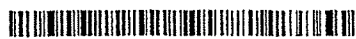
#### VII. REVISION OF THIS POLICY

This Privacy Policy may be revised from time to time by Oasis Legal Finance. Amendments to this policy will be effective when posted to our website at [www.oasislegal.com](http://www.oasislegal.com).

06/26/2008 THU 15:57

From: (847) 521-4386 Page: 17/17 Date: 6/26/2008 2:01:07 PM  
Vasis Legal Finance (847) 521-4386

UU: #9218/ Page 1/ of 1/



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Case ID: P-CA-139835

All Ver. 2.0

# EXHIBIT E

0220004202

10/22/2010 03:41:02 PM

Receipt #: 651379

Requestor:

MCDONALD CARANO WILSON LLP

Recorded By: STN Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN#

3

11-digit Assessor's Parcel Number may be obtained at:  
<http://redrock.co.clark.nv.us/assrrealprop/owner.aspx>

Notice of Attorneys' Liens

**Type of Document**

(Example: Declaration of Homestead, Quit Claim Deed, etc.)

Recording Requested By:

McDonald Carano Wilson LLP

Return Documents To:

Name Patrick Murch, Esq.

Address 2300 West Sahara Ave. Suite 1000

City/State/Zip Las Vegas, Nevada 89102

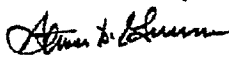
This page added to provide additional information required by NRS 111.312 Section 1-2

(An additional recording fee of \$1.00 will apply)

This cover page must be typed or printed clearly in black ink only.

OR Form 108 ~ 06/06/2007  
Coversheet.pdf

Electronically Filed  
10/20/2010 11:54:19 AM

  
CLERK OF THE COURT

1 ATLN  
2 GEORGE F. OGILVIE III, ESQ.  
3 Nevada Bar No. 3552  
4 PATRICK J. MURCH, ESQ.  
5 Nevada Bar No. 10162  
6 McDONALD CARANO WILSON LLP  
7 2300 West Sahara Avenue, Suite 1000  
8 Las Vegas, Nevada 89102  
9 pmurch@mcdonalddcarano.com  
10 Telephone: (702) 873-4100

11 DISTRICT COURT  
12 CLARK COUNTY, NEVADA

13 ROBERT COOPER,

14 Plaintiff,

Case No.: A553070  
Dept. No.: VIII

15 vs.

NOTICE OF ATTORNEYS' LIEN

16 ABC UNION CAB CO.; UNION CAB CO., a/k/a  
17 ABC UNION CAB CO., a Nevada corporation;  
18 TONY D'ANGELO, an individual; SUMIDA D.  
19 ELPITIYA, an individual; DOES I-V, inclusive;  
20 and ROE CORPORATIONS VI-X, inclusive,

21 Defendants.

22 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

23 Please take notice that pursuant to NRS 18.015, the law firm of McDonald Carano Wilson  
24 LLP (the Firm), former attorneys of record for plaintiff Robert Cooper, claims a lien for its  
25 services upon the claims for relief asserted by Mr. Cooper in connection with the above-captioned  
26 litigation. The Firm further claims a lien against any order, verdict, judgment, or decree entered,  
27 and any money or property which is recovered on account of the suit or other action by Mr.  
28 Cooper, his agent(s), assignee(s), or counsel of record.

Pursuant to contract, the Firm's lien is for compensation in the amount of 40% of the gross  
amount recovered by settlement or judgment, plus costs in the approximate amount of \$13,500.00,  
plus interest (accrued and accruing) according to statute and/or contract on the foregoing amounts  
until paid in full. No part of the lien amount has been paid to date.

McDONALD-CARANO-WILSON;  
2300 WEST SAHARA AVENUE, SUITE 1000, LAS VEGAS, NEVADA 89102-4100  
PHONE (702) 873-4100 (702) 873-4100

McDONALD-CARANO-WILSON:  
2300 WEST SAHARA AVENUE • SUITE 1000 • LAS VEGAS, NEVADA 89102-3154  
PHONE (702) 877-1100 • (702) 877-5966

1 DATED: October 19, 2010.

2 McDONALD CARANO WILSON LLP

3 Patrick J. Murch  
4 George F. Ogilvie III, Esq. (#3552)  
5 Patrick J. Murch, Esq. (#10162)  
6 2300 West Sahara Avenue, Suite 1000  
7 Las Vegas, Nevada 89102

8 RECEIPT OF COPY

9 Receipt of a copy of the foregoing McDONALD CARANO WILSON LLP'S ~~MOTION~~  
10 ~~Notice of Attorneys' Lien~~  
11 ~~TO WITHDRAW AS COUNSEL OF RECORD FOR PLAINTIFF ROBERT COOPER; and~~  
12 ~~FOR ORDER SHORTENING TIME FOR HEARING~~ is hereby acknowledged.

13 DATE: October 20, 2010.

14 By: James H. Randall  
15 James H. Randall, Esq.  
16 David W. Gutke, Esq.  
17 HUTCHISON & STEFFEN, LLC  
18 Peccole Professional Park  
19 10080 West Alta Drive, Suite 200  
20 Las Vegas, Nevada 89145  
21 Attorneys for defendants ABC Union Cab Co.  
22 and Tony D'Angelo

23 CERTIFICATE OF SERVICE

24 I certify that I am an employee of the law firm of McDonald Carano Wilson LLP, and, on  
25 October 20, 2010, I caused a copy of the foregoing McDONALD CARANO WILSON LLP'S  
26 MOTION TO WITHDRAW AS COUNSEL OF RECORD FOR PLAINTIFF ROBERT  
27 COOPER; and FOR ORDER SHORTENING TIME FOR HEARING to be served, via  
28 certified mail, return receipt requested, upon the following:

Robert Cooper  
8440 Las Vegas Boulevard South, B-155  
Las Vegas, Nevada 89123

209514.1

Page 2 of 2.

CERTIFIED COPY  
DOCUMENT ATTACHED IS A  
TRUE AND CORRECT COPY  
OF THE ORIGINAL ON FILE

Adam J. Johnson  
CLERK OF THE COURT

OCT 22 2010

<b>SENDER: COMPLETE THIS SECTION</b> ■ Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		<b>COMPLETE THIS SECTION ON DELIVERY</b> A. Signature X <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee B. Received by (Printed Name) <i>[Signature]</i> C. Date of Delivery D. Is delivery address different from Item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:	
1. Article Addressed to: Robert Cooper 8440 Las Vegas Blvd S. B-155 Las Vegas, NV 89123		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
7009 1410 0000 5958 4230		PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540	

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

McDonald Carano Wilson LLP  
 % Patrick Murch  
 2300 West Sahara Ave.  
 Suite 1000  
 Las Vegas, NV 89102

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)  
 For delivery information visit our website at [www.usps.com](http://www.usps.com).

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Sent To: *Robert Cooper*  
 Street, Apt. No., or PO Box No.: *8440 Las Vegas Blvd S B-155*  
 City, State, ZIP+4: *Las Vegas, NV 89123*

PS Form 3800, August 2005 See Reverse for Instructions

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is not available for any class of International mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT:** Save this receipt and present it when making an inquiry.  
 PS Form 3800, August 2005 (Reverse) PSN 7530-02-000-9047

# EXHIBIT F





McDONALD-CARANO-WILSON<sup>®</sup>

Patrick J. Murch, Esq.

Reply to Las Vegas

May 24, 2011

VIA U.S. MAIL

James H. Randall, Esq.  
David W. Gutke, Esq.  
Hutchison & Steffen, LLC  
10080 Alta Drive, #200  
Las Vegas, Nevada 89145

Mark J. Bourassa, Esq.  
Christopher W. Carson, Esq.  
The Bourassa Law Group, LLC  
3025 West Sahara Avenue, #105  
Las Vegas, Nevada 89102

Re: Cooper v. ABC Union Cab - Settlement and Attorney Lien

Dear Counsel:

It is my understanding that the above-captioned matter recently settled before trial. As you may recall, at the time that McDonald Carano Wilson LLP withdrew from representing Mr. Cooper, we asserted a charging lien (the Lien) against any settlement proceeds. A copy of the Lien is enclosed for your reference.

Please be advised that McDonald Carano intends to exercise its rights with respect to the enforcement and/or settlement of the Lien. Accordingly, you are directed to provide McDonald Carano with notice of any settlement discussions and/or court proceedings concerning the distribution of the settlement proceeds.

Thank you in advance for your cooperation. Feel free to contact me if you have any questions.

Sincerely,

McDONALD CARANO WILSON LLP

Patrick J. Murch

203182.1

100 WEST LIBERTY ST., 10<sup>TH</sup> FLOOR  
RENO, NEVADA 89501

P.O. BOX 2670, RENO, NEVADA 89505  
775-788-2000 • FAX 775-788-2020

ATTORNEYS AT LAW



www.mcdonaldcarano.com

2300 WEST SAHARA AVENUE  
SUITE 1000  
LAS VEGAS, NEVADA 89102  
702-873-4100  
FAX 702-873-9966

0220004202

10/22/2010 03:41:02 PM

Receipt #: 651379

**Requestor:**

MCDONALD CARANO WILSON LLP

Recorded By: STN Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN#

11-digit Assessor's Parcel Number may be obtained at:

<http://redrock.co.clark.nv.us/assrrealprop/owner.aspx>

### Notice of Attorneys' Liens

Type of Document

(Example: Declaration of Homestead, Quit Claim Deed, etc.)

Recording Requested By:

McDonald Carano Wilson LLP

Return Documents To:

Name Patrick Murch, Esq.

Address 2300 West Sahara Ave. Suite 1000

City/State/Zip Las Vegas, Nevada 89102

This page added to provide additional information required by NRS 111.312 Section 1-2

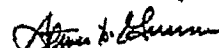
(An additional recording fee of \$1.00 will apply)

This cover page must be typed or printed clearly in black ink only.

OR Form 108 ~ 06/06/2007

Coversheet.pdf

Electronically Filed  
10/20/2010 11:54:19 AM

  
CLERK OF THE COURT

1 ATLN  
2 GEORGE F. OGILVIE III, ESQ.  
3 Nevada Bar No. 3552  
4 PATRICK J. MURCH, ESQ.  
5 Nevada Bar No. 10162  
6 McDONALD CARANO WILSON LLP  
7 2300 West Sahara Avenue, Suite 1000  
8 Las Vegas, Nevada 89102  
9 pmurch@mcdonaldcarano.com  
10 Telephone: (702) 873-4100

DISTRICT COURT  
CLARK COUNTY, NEVADA

11 ROBERT COOPER,

12 Plaintiff,

13 vs.

14 ABC UNION CAB CO.; UNION CAB CO., a/k/a  
15 ABC UNION CAB CO., a Nevada corporation;  
16 TONY D'ANGELO, an individual; SUMIDA D.  
17 ELPITYA, an individual; DOES I-V, inclusive;  
18 and ROE CORPORATIONS VI-X, inclusive,

19 Defendants.

Case No.: A553070  
Dept. No.: VIII

NOTICE OF ATTORNEYS' LIEN

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

20 Please take notice that pursuant to NRS 18.015, the law firm of McDonald Carano Wilson  
21 LLP (the Firm), former attorneys of record for plaintiff Robert Cooper, claims a lien for its  
22 services upon the claims for relief asserted by Mr. Cooper in connection with the above-captioned  
23 litigation. The Firm further claims a lien against any order, verdict, judgment, or decree entered,  
24 and any money or property which is recovered on account of the suit or other action by Mr.  
25 Cooper, his agent(s), assignee(s), or counsel of record.

26 Pursuant to contract, the Firm's lien is for compensation in the amount of 40% of the gross  
27 amount recovered by settlement or judgment, plus costs in the approximate amount of \$13,500.00,  
28 plus interest (accrued and accruing) according to statute and/or contract on the foregoing amounts  
until paid in full. No part of the lien amount has been paid to date.

McDONALD-CARANO-WILSON LLP  
2300 WEST SAHARA AVENUE, SUITE 1000 - LAS VEGAS, NEVADA 89102-4141  
PHONE (702) 875-1100 - (702) 875-9966

1 DATED: October 19, 2010.

2 McDONALD CARANO WILSON LLP

3 Patrick J. Murch  
4 George F. Ogilvie III, Esq. (#3552)  
5 Patrick J. Murch, Esq. (#10162)  
6 2300 West Sahara Avenue, Suite 1000  
7 Las Vegas, Nevada 89102

8 RECEIPT OF COPY

9 Receipt of a copy of the foregoing McDONALD CARANO WILSON LLP'S MOTION  
10 Notice of Attorneys' Lien  
11 ~~TO WITHDRAW AS COUNSEL OF RECORD FOR PLAINTIFF ROBERT COOPER, and~~  
12 ~~FOR ORDER SHORTENING TIME FOR HEARING~~ is hereby acknowledged.

13 DATE: October 20, 2010.

14 By: James H. Randall  
15 James H. Randall, Esq.  
16 David W. Gpke, Esq.  
17 HUTCHISON & STEFFEN, LLC  
18 Peccole Professional Park  
19 10080 West Alta Drive, Suite 200  
20 Las Vegas, Nevada 89145  
21 Attorneys for defendants ABC Union Cab Co.  
22 and Tony D'Angelo

23 CERTIFICATE OF SERVICE

24 I certify that I am an employee of the law firm of McDonald Carano Wilson LLP, and, on  
25 October 20, 2010, I caused a copy of the foregoing McDONALD CARANO WILSON LLP'S  
26 MOTION TO WITHDRAW AS COUNSEL OF RECORD FOR PLAINTIFF ROBERT  
27 COOPER, and FOR ORDER SHORTENING TIME FOR HEARING to be served, via  
28 certified mail, return receipt requested, upon the following:

Robert Cooper  
8440 Las Vegas Boulevard South, B-155  
Las Vegas, Nevada 89123

209514.1

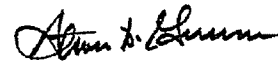
Page 2 of 2.

CERTIFIED COPY  
DOCUMENT ATTACHED IS A  
TRUE AND CORRECT COPY  
OF THE ORIGINAL ON FILE

Alvin L. Blum  
CLERK OF THE COURT

OCT 22 2010

# EXHIBIT 17



CLERK OF THE COURT

1 RTRAN

2

3

DISTRICT COURT  
CLARK COUNTY, NEVADA

4

5

6 BOURASSA LAW GROUP LLC,

7

Plaintiff,

8

9

vs.

10

CALIFORNIA BACK SPECIALISTS  
MEDICAL GROUP INC.,

11

12

Defendant.

CASE NO. A651563

DEPT. XXVIII

13

BEFORE THE HONORABLE RONALD J. ISRAEL, DISTRICT COURT JUDGE

14

TUESDAY, APRIL 16, 2013

15

**TRANSCRIPT OF PROCEEDINGS**

16

**PLAINTIFF'S MOTION FOR DISTRIBUTION OF INTERPLEADER FUNDS**

17

**JOINDER IN MOTION FOR DISTRIBUTION OF INTERPLEADER FUNDS**

18

**MCDONALD CARANO WILSON LLP'S OPPOSITION TO PLAINTIFF'S**

19

**MOTION FOR DISBURSEMENT OF INTERPLEADER FUNDS; AND**

20

**COUNTERMOTION FOR ADJUDICATION OF ATTORNEY'S LIEN**

21

**AND DISBURSEMENT OF INTERPLEADER FUNDS**

22

**APPEARANCES:**

23

For the Plaintiff:

MARK J. BOURASSA, ESQ.

24

For the Defendant:

25

Oasis Legal Finance, LLC

MICHELLE L. ABRAMS, ESQ.

26

McDonald Carano Wilson LLP

RORY KAY, ESQ.

27

PATRICK MURCH, ESQ.

28

RECORDED BY: JUDY CHAPPELL, COURT RECORDER

1 TUESDAY, APRIL 16, 2013 AT 9:05 A.M.

2  
3 THE CLERK: Case Number A-11-651563, Bourassa Law Group versus  
4 California Back Specialists Medical Group.

5 MR. BOURASSA: Good morning, Your Honor. Mark Bourassa for the  
6 Bourassa Law Group.

7 MR. MURCH: Good morning, Your Honor. Patrick Murch and Rory Kay on  
8 behalf of McDonald Carano Wilson.

9 MS. ABRAMS: Michelle Abrams appearing for Oasis Legal Finance.

10 THE COURT: Good morning. Plaintiff's motion for distribution of the  
11 interpleader funds. I've read your stuff and I don't think, at least in the plaintiffs, that  
12 you even cited *Argentina*. Are you familiar with that case which I think governs.  
13 And nobody seemed to even – it's a 2009 case.

14 MR. BOURASSA: I don't recall off the top of my head, Your Honor.

15 THE COURT: Well, then you're going to have to come back. How – this is  
16 the leading case regarding liens of attorneys. It's 216, P3rd, 779 talking about liens,  
17 attorney's liens and what to do. The *Michel* case talks about priority when it comes  
18 to lawyers versus doctors, but *Argentina* talks about whether or not there even are  
19 charging or retaining liens. It's like a 10-page case that, to me, governs. And  
20 nobody even saw that?

21 MR. MURCH: I apologize, Your Honor. I didn't.

22 THE COURT: I mean it's not – it's 2009, I believe. It – just so you understand  
23 the gravity of it, on – at 12, it says: a charging lien is a lien on the judgment or  
24 settlement that the attorney has obtained for the client.

25 I think that's pretty crucial. Anyway, all right, how long do you guys

1 need to – it goes on and on. I mean, –

2 MR. BOURASSA: We'll rebrief it, Your Honor.

3 THE COURT: -- who gets the money. The only issue that it doesn't talk  
4 about is the attorneys versus the other parties and that is *Michel*. The attorneys  
5 versus the doctors, if you will. That's what it really came down to and who has a  
6 priority lien. And that's clear, but as far as whether or not the withdrawing attorneys  
7 have a lien, I just read to you a passage which may indicate otherwise. Who has  
8 priorities and how it settled is all about that. I mean, I don't think if you guys can't  
9 even argue it, we'll continue it. Two weeks?

10 MR. BOURASSA: Let's rebrief it, Your Honor, since I think that would be  
11 most appropriate on both sides. Plaintiff will resubmit a brief in two weeks, within  
12 two weeks, if that's acceptable to the Court. And then proceed in the ordinary  
13 course of the motion.

14 THE COURT: All right. Two weeks, a week to reply and we'll make it 30  
15 days.

16 THE CLERK: May 14 at 9.

17 MR. MURCH: I apologize, Your Honor.

18 THE COURT: You know, hey people, we miss stuff. But this – that's the  
19 controlling case.

20 In reversing the district court's order – I'm reading – and judgment, we  
21 further instruct that when an attorney does not have an enforceable charging lien, a  
22 client does not – excuse me – a client does not move the court to resolve the  
23 retaining lien or the client refuses to consent to the court's adjudication of a retaining  
24 lien, the proper method by which the attorney should seek adjudication of the fee  
25 dispute is an action against his or her former client in a separate proceeding.



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Pretty important stuff. Also it said – the interpleader said you named your client. I didn't see them in the caption.

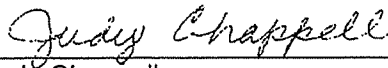
MR. BOURASSA: I don't believe we named the client, Your Honor.

THE COURT: Well, then you better look at this. Okay. Thirty days.

MR. BOURASSA: Thank you, Judge.

[Proceeding concluded at 9:10 a.m.]

ATTEST: I hereby certify that I have truly and correctly transcribed the audio/visual recording in the above-entitled case.

  
\_\_\_\_\_  
Judy Chappell  
Court Recorder

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

McDONALD CARANO WILSON LLP, a  
Nevada limited liability partnership,

Appellant,

vs.

THE BOURASSA LAW GROUP, LLC, a  
Nevada limited liability corporation; OASIS  
LEGAL FINANCE, LLC, an Illinois limited  
liability company; CALIFORNIA BACK  
SPECIALISTS MEDICAL GROUP, INC., a  
California corporation; CALIFORNIA  
MINIMALLY INVASIVE SURGERY  
CENTER, INC., a California corporation;  
THOUSAND OAKS SPINE MEDICAL  
GROUP, INC., a California corporation;  
CONEJO NEUROLOGICAL MEDICAL  
GROUP, INC., a California corporation; and  
MEDICAL IMAGING MEDICAL GROUP  
INC., a California corporation,

Respondents.

No. 64658

Electronically Filed  
Oct 22 2014 09:00 a.m.  
Tracie K. Lindeman  
Clerk of Supreme Court

**JOINT APPENDIX**

VOLUME II

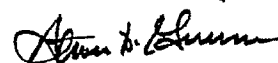
PART 1

# ALPHABETICAL INDEX TO JOINT APPENDIX

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# EXHIBIT 16



CLERK OF THE COURT

McDONALD-CARANO-WILSON  
2300 WEST SAHARA AVENUE - SUITE 1200 - LAS VEGAS, NEVADA 89102-4395  
PHONE (702) 873-1100 • FAX (702) 873-9966

1 **OPPC**  
2 **GEORGE F. OGILVIE III, ESQ.**  
3 **Nevada Bar No. 3552**  
4 **PATRICK J. MURCH, ESQ.**  
5 **Nevada Bar No. 10162**  
6 **McDONALD CARANO WILSON LLP**  
7 **2300 West Sahara Avenue, Suite 1200**  
8 **Las Vegas, Nevada 89102**  
9 **pmurch@mcdonaldcarano.com**  
10 **Telephone: (702) 873-4100**  
11 **Facsimile: (702) 873-9966**  
12 ***Attorneys for McDonald Carano Wilson LLP***

9 **DISTRICT COURT**  
10 **CLARK COUNTY, NEVADA**

11 **THE BOURASSA LAW GROUP, LLC**  
12 **Plaintiff,**

13 **vs.**

14 **CALIFORNIA BACK SPECIALISTS MEDICAL**  
15 **GROUP, INC., a California corporation;**  
16 **CALIFORNIA MINIMALLY INVASIVE**  
17 **SURGERY CENTER, an unknown entity;**  
18 **CONEJO NEUROLOGICAL MEDICAL**  
19 **GROUP, INC., a California corporation; LOS**  
20 **ANGELES ORTHOPAEDIC INSTITUTE, INC.,**  
21 **a California corporation; MEDICAL IMAGING**  
22 **MEDICAL GROUP, an unknown entity;**  
23 **MOUNTAIN VIEW SURGICAL CENTER, INC.,**  
24 **a California corporation; CHARLES K. NEAL, an**  
25 **individual; QUEST DIAGNOSTICS WEST**  
26 **HILLS, a foreign Delaware corporation; SCREEN**  
27 **ACTORS GUILD, INC., a California corporation;**  
28 **THOUSAND OAKS SPINE MEDICAL GROUP,**  
**INC., a California corporation; STEVEN ZLATT,**  
**M.D., INC., a California corporation; OASIS**  
**LEGAL FINANCE, LLC, a foreign Illinois limited**  
**liability company; McDONALD CARANO**  
**WILSON LLP, a Nevada limited liability**  
**partnership; IMAGING CENTER OF THE**  
**VALLEY AT SHERMAN OAKS COMMUNITY**  
**HOSPITAL, LTD., A CALIFORNIA LP, a**  
**California limited partnership; VALLEY OPEN**  
**MRI, LLC, a California limited liability company;**  
**and DOES I-V, inclusive; and ROE**  
**CORPORATIONS VI-X, inclusive,**

28 **Defendants.**

Case No.: A651563  
Dept. No.: XXVIII

**MCDONALD CARANO WILSON LLP'S  
OPPOSITION TO PLAINTIFF'S MOTION  
FOR DISBURSEMENT OF  
INTERPLEADER FUNDS; and**

**COUNTERMOTION FOR  
ADJUDICATION OF ATTORNEY'S LIEN  
AND DISBURSEMENT OF  
INTERPLEADER FUNDS**

Hearing Date: April 16, 2013  
Hearing Time: 9:00 a.m.

1 McDONALD CARANO WILSON LLP, a Nevada  
2 limited liability partnership,  
3  
4 Counterclaimant,  
5  
6 vs.  
7  
8 THE BOURASSA LAW GROUP, LLC, a Nevada  
9 limited liability company; and DOES I-V,  
10 inclusive; and ROE CORPORATIONS VI-X,  
11 inclusive,  
12  
13 Counterclaim Defendants.  
14  
15 McDONALD CARANO WILSON LLP, a Nevada  
16 limited liability partnership,  
17  
18 Cross-Claimant,  
19  
20 vs.  
21  
22 CALIFORNIA BACK SPECIALISTS MEDICAL  
23 GROUP, INC., a California corporation;  
24 CALIFORNIA MINIMALLY INVASIVE  
25 SURGERY CENTER, an unknown entity;  
26 CONEJO NEUROLOGICAL MEDICAL  
27 GROUP, INC., a California corporation; LOS  
28 ANGELES ORTHOPAEDIC INSTITUTE, INC.,  
a California corporation; MEDICAL IMAGING  
MEDICAL GROUP, an unknown entity;  
MOUNTAIN VIEW SURGICAL CENTER, INC.,  
a California corporation; CHARLES K. NEAL, an  
individual; QUEST DIAGNOSTICS WEST  
HILLS, a foreign Delaware corporation; SCREEN  
ACTORS GUILD, INC., a California corporation;  
THOUSAND OAKS SPINE MEDICAL GROUP,  
INC., a California corporation; STEVEN ZLATT,  
M.D., INC., a California corporation; OASIS  
LEGAL FINANCE, LLC, a foreign Illinois limited  
liability company; IMAGING CENTER OF THE  
VALLEY AT SHERMAN OAKS COMMUNITY  
HOSPITAL, LTD., A CALIFORNIA LP, a  
California limited partnership; VALLEY OPEN  
MRI, LLC, a California limited liability company;  
and DOES I-V, inclusive; and ROE  
CORPORATIONS VI-X, inclusive,  
Cross-Claim Defendants.

Defendant/counterclaimant/cross-claimant McDonald Carano Wilson LLP ("McDonald Carano") opposes the Motion for Disbursement of Interpleader Funds ("Motion") filed by plaintiff The Bourassa Law Group LLC (the "Bourassa Firm"). In addition, McDonald Carano moves for the entry of an order disbursing the interpleader proceeds in accordance with Nevada law.

This Opposition and Countermotion is made and based on the following Memorandum of Points and Authorities, the entire case file in the above-captioned matter, the entire case file in the matter styled as Robert Cooper v. ABC Union Cab Co. et al., Clark County, Nevada District Court Case No. A553070 (the "Personal Injury Litigation"), the attached Declaration of Patrick J. Murch, the attached exhibits, and any arguments of counsel at the hearing on this matter.

Respectfully submitted on March 29, 2013.

McDONALD CARANO WILSON LLP

By: Patrick Murch  
George F. Ogilvie III, Esq. (#3552)  
Patrick J. Murch, Esq. (#10162)  
2300 West Sahara Avenue, Suite 1200  
Las Vegas, Nevada 89102  
*Attorneys for McDonald Carano Wilson LLP*

**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. RELEVANT FACTS<sup>1</sup>**

**A. Personal Injury Litigation.**

In December of 2005, Robert K. Cooper ("Cooper") was involved in an automobile accident during which he was injured while being transported in a taxicab owned by ABC Union Cab Co. ("Union Cab"). Thereafter, Cooper obtained medical treatment and services from a number of specialists (collectively, the "Medical Providers").<sup>2</sup>

<sup>1</sup> Except as otherwise addressed herein, the relevant facts are supported by the attached declaration of Patrick J. Murch (attached as Exhibit A) and/or the Court's case file in the Personal Injury Litigation.

<sup>2</sup> The Medical Providers were California Back Specialists Medical Group, Inc. ("California Back"), California Minimally Invasive Surgery Center ("California Minimally Invasive"), Conejo Neurological Medical Group, Inc. ("Conejo Medical"), Los Angeles Orthopaedic Institute, Inc.



1                   **1. Cooper's Engagement of McDonald Carano.**

2                   On December 6, 2007, McDonald Carano initiated the Personal Injury Litigation by filing  
3 a complaint on Cooper's behalf. See Complaint, on file with the Court. On February 13, 2008,  
4 Cooper and McDonald Carano entered into a written agreement (the "Engagement Agreement"),  
5 pursuant to which, among other things, McDonald Carano agreed to represent Cooper in the  
6 Personal Injury Litigation, and Cooper agreed that McDonald Carano would receive 40% of any  
7 settlement, plus any costs incurred by McDonald Carano in connection with the representation.  
8 See Engagement Agreement, attached as Exhibit B. Cooper further agreed that "any costs shall  
9 be deducted from any settlement or judgment after attorneys' fees are computed. [Cooper] shall  
10 be liable for said costs regardless of the outcome of the case." Id. Cooper also agreed to grant  
11 McDonald Carano "a lien on any money recovered to assure payment of [McDonald Carano's]  
12 fees and costs." Id. Finally, Cooper agreed to "cooperate with [McDonald Carano] in all  
13 respects." Id.

14                   **2. McDonald Carano's Representation of Cooper.**

15                   Between December 6, 2007 and October 20, 2010, McDonald Carano performed  
16 numerous tasks, including, among other things, drafting and responding to written discovery,  
17 conducting other fact discovery, preparing for and conducting or defending depositions (including  
18 several depositions in California involving certain of the Medical Providers), engaging in motion  
19 practice, corresponding with certain of the Medical Providers and other potential witnesses,  
20 communicating with opposing counsel, communicating with defendant/cross-claim defendant  
21 Oasis Legal Finance, LLC ("Oasis"), and preparing for and participating in a settlement  
22 conference. During that time, McDonald Carano incurred in excess of \$100,000.00 in attorneys'  
23 fees, plus the principal amount of \$13,456.62 in costs. See Time Recap Summary and Billed and  
24  
25

26 ("Los Angeles Orthopaedic"), Medical Imaging Medical Group ("Medical Imaging"), Thousand  
27 Oaks Spine Medical Group, Inc. ("Thousand Oaks Spine"), Steven Zlatt, M.D., Inc. ("Dr. Zlatt"),  
28 Imaging Center of the Valley at Sherman Oaks Community Hospital, LTD, a California LP  
("Imaging Center"), and Valley Open MRI, LLC ("Valley Open").

1 Unbilled Recap of Cost Detail, collectively attached as Exhibit C.<sup>3</sup> To date, McDonald Carano  
2 has not recouped any amount of such attorneys' fees and/or costs.

3 **3. Cooper's Relationship with Oasis.**

4 Also during the course of the litigation, Cooper executed three identical agreements (the  
5 "Purchase Agreements") with Oasis, pursuant to which Oasis advanced funds to Cooper in  
6 exchange for the assignment of an interest in any settlement that Cooper recovered in the Personal  
7 Injury Litigation. Each of the Purchase Agreements expressly states that Oasis' interest in any  
8 settlement proceeds is subordinate to both attorneys' fees and medical liens. See Oasis Purchase  
9 Agreement, attached as Exhibit D,<sup>4</sup> at p. 9, § 6.1:

10 **Priority Payment to Purchaser.** Purchaser [Oasis] and Seller [Cooper]  
11 acknowledge that the Purchased Interest may be worthless. Purchaser accepts the  
12 risk of loss with respect to the Purchased Interest. Seller's obligation to make  
13 payments to Purchaser pursuant to this Purchase Agreement is limited to amounts  
14 recovered by Seller in the [litigation] unless Seller defaults under this Purchase  
15 Agreement . . . . If the [Settlement Proceeds] are insufficient to pay the Oasis  
16 Ownership Amount in full, [Oasis] shall receive all of the Proceeds, subordinate  
17 to only attorneys' fees and costs and medical liens.

18 . . .

19 (emphasis added); see also id. at p. 14:

20 I, Robert Cooper, irrevocably direct Patrick [Murch] or any subsequent  
21 attorney(s) and law firms that may represent me, to place an assignment,  
22 consensual lien and security interest against any and all of the settlement proceeds  
23 due to me from the legal claim(s)/case(s) in which you represent me, after  
24 payment of any and all legal fees and reimbursable costs, and to protect and  
25 satisfy this assignment, consensual lien and security interest up to the full Oasis

26 <sup>3</sup> Because McDonald Carano's counter-motion is not a motion for attorneys' fees in the traditional  
27 sense, McDonald Carano did not attach detailed billing statements. The Time Recap Summary  
28 was included solely to provide support for the amount of fees that McDonald Carano incurred in  
connection with the Personal Injury Litigation. At the Court's request, McDonald Carano can  
supplement this exhibit with more detailed billing information.

<sup>4</sup> Because the executed Purchase Agreements contain Cooper's confidential personal and financial  
information, a blank copy of the Purchase Agreement that Cooper executed on all three occasions  
is attached. McDonald Carano can provide the Court (and, if so directed, the other parties) with  
an executed copy of the Purchase Agreement at the hearing on the Bourassa Firm's Motion if  
necessary.

1 Ownership Amount per the Purchase Agreement I have executed with Oasis  
2 Legal Finance, LLC, before releasing any funds to me.

3 ...

4 (emphasis added).

5 **4. McDonald Carano's Withdrawal from Representing Cooper.**

6 Due to (among other things) a fundamental disagreement with Cooper regarding the  
7 direction of the Personal Injury Litigation, McDonald Carano filed a motion to withdraw from  
8 representing Cooper on October 8, 2010. See Motion to Withdraw, on file with the Court. The  
9 Court granted the motion following a hearing on October 19, 2010. See Order Granting Motion  
10 to Withdraw, on file with the Court.

11 **5. McDonald Carano's Attorney's Lien.**

12 On October 20, 2010, McDonald Carano caused a lien to be recorded in the Office of the  
13 Recorder of Clark County, Nevada, as Book/Instrument No. 0220004202 (the "McDonald Carano  
14 Lien"), pursuant to which McDonald Carano asserted an attorney's lien for "compensation in the  
15 amount of 40% of the gross amount recovered by settlement or judgment, plus costs in the  
16 approximate amount of \$13,500 plus interest (accrued and accruing) according to statute and/or  
17 contract on the foregoing amounts until paid in full" against any recovery obtained by Cooper in  
18 connection with the Personal Injury Litigation. See Notice of Attorney's Lien, attached as  
19 Exhibit E.

20 Also on October 20, 2010, McDonald Carano caused a copy of the McDonald Carano  
21 Lien to be mailed, via certified mail, return receipt requested, to Cooper. Id. In addition,  
22 McDonald Carano caused a copy of the McDonald Carano Lien to be hand-delivered to counsel  
23 for Union Cab. Id.

24 **6. The Bourassa Firm's Involvement in the Personal Injury Litigation.**

25 At some point in time after the McDonald Carano Lien was recorded, Cooper retained the  
26 Bourassa Firm to represent him in the Personal Injury Litigation. In May of 2011, Cooper and  
27 Union Cab agreed to settle the case for \$55,000.00 (the "Settlement Proceeds"). Upon learning of  
28 the settlement, McDonald Carano mailed a copy of the McDonald Carano Lien to the Bourassa

1 Firm. See Letter from Patrick J. Murch to James Randall and Mark Bourassa (May 24, 2011),  
2 attached as Exhibit F.

3 In connection with its representation of Cooper, the Bourassa Firm allegedly incurred the  
4 minimal amount of \$30.89 in costs. See Complaint in Interpleader; see also Motion. It did not  
5 submit any supporting documentation to corroborate this amount. Likewise, the Bourassa Firm  
6 did not submit any evidence that it performed any substantive work or incurred any meaningful  
7 amount of fees during the few months between the time that it was engaged by Cooper and the  
8 time that the Settlement Proceeds were paid. Id. Finally, the Bourassa Firm did not submit its fee  
9 agreement or other evidence to support its contention that Cooper agreed that the Bourassa Firm  
10 would receive 40% of any settlement, plus costs. Id.

11 **B. The Interpleader Litigation.**

12 **1. Initiation of Interpleader Action.**

13 After the Bourassa Firm received the Settlement Proceeds from Union Cab, it filed its  
14 complaint in interpleader to adjudicate the rights of the potential claimants to the Settlement  
15 Proceeds. McDonald Carano, each of the Medical Providers, Mountain View Surgical Center,  
16 Inc. ("Mountain View"), Charles K. Neal, M.D. ("Dr. Neal"), Quest Diagnostics West Hills  
17 ("Quest Diagnostics"), and Screen Actors Guild, Inc. ("Screen Actors Guild") were named as  
18 defendants. See Complaint in Interpleader (filed Nov. 10, 2011), on file with the Court. Cooper  
19 was not named as a defendant, presumably because the Bourassa Firm paid him an unknown  
20 amount prior to filing its complaint in interpleader.

21 **2. McDonald Carano's Response to Complaint in Interpleader.**

22 McDonald Carano answered the complaint in interpleader, asserted a counterclaim against  
23 the Bourassa Firm, and asserted cross-claims against all of the other defendants. See McDonald  
24 Carano's Answer, Counterclaim, and Cross-Claim (filed Dec. 20, 2011), on file with the Court.  
25  
26  
27  
28

1                   **3. Responses to McDonald Carano's Cross-Claims.**

2           In May 2012, California Back, California Minimally Invasive, Thousand Oaks Spine,  
3 Conejo Medical, and Medical Imaging (collectively, the "Chiu Entities")<sup>5</sup> filed a joint reply to  
4 McDonald Carano's cross-claim, alleging that they are collectively owed a total of \$271,569.20 in  
5 principal and interest for treatment and services that they provided to Cooper following the  
6 accident.<sup>6</sup> See Chiu Entities' Answer to Cross-Claim (dated May 29, 2012), on file with the  
7 Court. Oasis also filed a reply to McDonald Carano's cross-claim, alleging that it is owed  
8 \$42,040.00 for funds that it advanced to Cooper pursuant to the Purchase Agreements. See Oasis  
9 Answer to Cross-Claim (filed May 8, 2012), on file with the Court.

10                   **4. Voluntary Dismissals and Default Judgments.**

11           Several months after filing its response to the complaint in interpleader, McDonald Carano  
12 voluntarily dismissed its cross-claims against Dr. Neal, Mountain View Surgical, and Quest  
13 Diagnostics because they did not treat Cooper for injuries related to the automobile accident. See  
14 Voluntary Dismissals of Charles K. Neal, M.D., Mountain View Surgical Center, Inc. and Quest  
15 Diagnostics West Hills (filed May 3, 2011), on file with the Court. For similar reasons,  
16 McDonald Carano also dismissed its cross-claim against the Screen Actors Guild. See Voluntary  
17 Dismissal of Cross-Claim Defendant Screen Actors Guild, Inc. (filed May 3, 2011), on file with  
18 the Court. The Bourassa Firm also voluntarily dismissed the same parties. See Voluntary  
19 Dismissals of Charles K. Neal, M.D., Mountain View Surgical Center, Inc., Quest Diagnostics  
20 West Hills, and the Screen Actors Guild (filed Jan. 4, 2012), on file with the Court.

21           Imaging Center, Los Angeles Orthopaedic, and Dr. Zlatt failed to respond to the Bourassa  
22 Firm's complaint or McDonald Carano's cross-claims. Accordingly, the court entered default  
23

24  
25 <sup>5</sup> John C. Chiu, M.D., a California surgeon who performed several procedures that were at issue  
in the Personal Injury Litigation, has an ownership interest in each of the Chiu Entities.

26 <sup>6</sup> California Back is claiming the principal amount of \$85,146.00, plus \$28,824.46 in interest.  
27 California Minimally Invasive is claiming the principal amount of \$77,300.00, plus \$26,393.20 in  
28 interest. Thousand Oaks Spine is claiming the principal amount of \$31,047.50, plus \$10,552.36 in  
interest. Conejo Medical is claiming the principal amount of \$2,064.00 (no interest). Medical  
Imaging is claiming the principal amount of \$10,241.88 (no interest).

1 judgments against those parties and in favor of the Bourassa Firm and McDonald Carano,  
2 pursuant to which any interest that those parties may have had in the Settlement Proceeds was  
3 foreclosed. See Notices of Entry of Default Judgment of Los Angeles Orthopaedic Institute, Inc.,  
4 Imaging Center of the Valley at Sherman Oaks Hospital, Ltd., a California LP, and Steven Zlatt,  
5 M.D., Inc. (filed Sept. 5, 2012), on file with the Court; see also Notice of Entry of Default  
6 Judgment against Los Angeles Orthopaedic Institute, Inc., Imaging Center of the Valley at  
7 Sherman Oaks Hospital, Ltd., a California LP, and Steven Zlatt, M.D., Inc. (filed Sept. 6, 2012),  
8 on file with the Court.

9 Finally, Valley Open went out of business sometime before this action was initiated.

10 **5. Remaining Claimants.**

11 As a result of the voluntary dismissals and the entries of default judgment, the only  
12 remaining claimants to the Settlement Proceeds are the Bourassa Firm, McDonald Carano, the  
13 Chiu Entities, and Oasis.

14 **II. ARGUMENT**

15 The Bourassa Firm performed a minimal amount of work and expended an insignificant  
16 amount for costs incurred in connection with its representation of Cooper in the Personal Injury  
17 Litigation. Nevertheless, the Bourassa Firm contends that it is entitled to recover in excess of  
18 \$22,000.00 of the Settlement Proceeds. It also contends that McDonald Carano's recovery should  
19 be limited to a pro rata distribution of the remaining Settlement Proceeds. As discussed below,  
20 however, the Settlement Proceeds should not be disbursed in the manner requested by the  
21 Bourassa Firm because the Bourassa Firm's requested disbursement does not comport with  
22 Nevada law.

23 **A. Legal Standards.**

24 **1. Interpleader.**

25 An interpleader action is appropriate where two or more persons claim the same debt or  
26 duty from the complainant. Orr Water District v. Larcombe, 14 Nev. 53 (1879). Each claimant is  
27 treated as a plaintiff, and each must recover on the strength of his own right or title, and not upon  
28 the weakness of his adversary's. Balish v. Farnham, 92 Nev. 133, 137, 546 P.2d 1297, 1300

(1976). Furthermore, as discussed in greater detail below, certain parties' claims to litigation settlement proceeds that are the subject of an interpleader action have priority over the claims of other parties to those same proceeds.

## 2. Attorney Charging Lien.

### a. Generally

Pursuant to NRS 18.015, an attorney has a lien upon "any claim, demand, or cause of action" upon which his client brings suit. In other words, when the client voluntarily places a claim or action in an attorney's hands, the statute provides an attorney with a security mechanism for recovering unpaid fees and costs. Harvey L. Lerer, Inc. v. Eighth Judicial Dist. Court, 111 Nev. 1165, 1169, 901 P.2d 643, 645-46 (1995); see also Sarman v. Goldwater, Taber and Hill, 80 Nev. 536, 540, 396 P.2d 847, 849 (1964) ("The attorney's right to be paid is not based upon, or limited to, his lien. It is based upon a contract . . . [and] [t]he lien is but security for his right.")

An attorney's lien is for the amount of any agreed-upon fee. NRS 18.015(1). In the absence of such agreement, the lien is for a "reasonable fee for the services which the attorney has rendered for the client on account of the suit, claim, demand, or action." Id.

### b. Perfection of Attorney's Lien

An attorney perfects an attorney's lien by serving written notice thereof, either in person or by certified mail, return receipt requested, to both the client and the party against whom the client has a cause of action. NRS 18.015(2). The notice must claim the lien and state the attorney's interest in the cause of action. Id.

### c. Adjudication of Attorney's Lien

Upon motion filed by an attorney having a lien under NRS 18.015, "the court shall, after 5 days' notice to all interested parties, adjudicate the rights of the attorney . . . and enforce the lien."

### d. Priority Over Other Liens

A lien that is perfected first in time is superior to subsequent liens. John W. Muije, Ltd. v. A North Las Vegas Cab Co., Inc., 106 Nev. 664, 665-66, 799 P.2d 559, 560 (1990); see also McConigle v. Combs, 968 F.2d 810, 829 (9th Cir. 1992). Moreover, "[a]ttorney liens have priority over medical provider liens and . . . are not subject to distribution on a pro rata basis."

1 Michel v. Eighth Judicial Dist. Court ex rel. County of Clark, 117 Nev. 145, 150, 17 P.3d 1003,  
2 1007 (2001); cf. NRS 108.600(2) (attorney's liens are superior to hospital liens).

3 **B. The McDonald Carano Lien is Valid and Perfected.**

4 Because Cooper did not pay any amount of the fees and costs incurred by McDonald  
5 Carano in connection the Personal Injury Litigation, McDonald Carano claimed a lien for  
6 "compensation in the amount of 40% of the gross amount recovered by settlement or judgment,  
7 plus costs in the approximate amount of \$13,500.00, plus interest (accrued and accruing)  
8 according to statute and/or contract on the foregoing amounts until paid in full" against any  
9 settlement or other recovery obtained by Cooper in connection with the Personal Injury  
10 Litigation. See Exh. C; see also Exh. B. McDonald Carano's lien is valid. See NRS 18.015(1).

11 Moreover, on the day after the Court granted McDonald Carano's motion to withdraw,  
12 McDonald Carano caused its lien to be recorded and mailed, via certified mail, return receipt  
13 requested, to Cooper. See Exh. C. McDonald Carano also caused the lien to be hand-delivered to  
14 counsel for Union Cab. Id. Accordingly, the McDonald Carano Lien was perfected on October  
15 20, 2010. Id.; see also NRS 18.015(2).

16 **C. The McDonald Carano Lien Has Priority Over the Other Parties' Claims.**

17 **1. The McDonald Carano Lien is Superior to the Bourassa Firm's Claim.**

18 McDonald Carano perfected its lien before Cooper engaged the Bourassa Firm to  
19 represent him. Accordingly, the McDonald Carano Lien is superior to any interest that the  
20 Bourassa Firm may have in the Settlement Proceeds, and McDonald Carano is entitled to recover  
21 the entire amount of its lien before the Bourassa Firm recovers any amount of the Settlement  
22 Proceeds. See John W. Muije, Ltd., 106 Nev. at 665-66, 799 P.2d at 560.

23 **2. McDonald Carano's Claim is Superior to the Chiu Entities' Claims.**

24 Furthermore, pursuant to Nevada law, McDonald Carano's claim to the Settlement  
25 Proceeds is superior to the claims of all of the Medical Providers. See Michel, 17 Nev. at 150, 17  
26 P.3d at 1007. Moreover, the McDonald Carano Lien is "not subject to distribution on a pro rata  
27 basis." Id., 17 P.3d at 1007. Therefore, the McDonald Carano Lien (and any recovery to which  
28



1 the Bourassa Firm is entitled) must be satisfied in full before the Medical Providers can recover  
2 any amount of the Settlement Proceeds. Id., 17 P.3d at 1007.

3 **3. McDonald Carano's Claim is Superior to Oasis' Claim.**

4 Finally, the agreements between Cooper and Oasis expressly stipulate that Oasis' claim to  
5 the Settlement Proceeds is subordinate to all attorneys' fees and costs and medical liens. See Exh.  
6 C at p. 9, § 6.1; see also id. at p. 14. Therefore, the McDonald Carano Lien (and any recovery to  
7 which the Bourassa Firm and/or the Chiu Entities are entitled) must be satisfied before Oasis can  
8 recover any amount of the Settlement Proceeds.

9 **E. Disbursement of the Settlement Proceeds.**

10 Based on the foregoing, the Court should direct the Clerk to disburse the Settlement  
11 Proceeds as follows:

12 **1. McDonald Carano.**

13 McDonald Carano should recover \$35,456.62, which sum includes \$22,000.00 (40% of  
14 the total amount of the Settlement Proceeds), plus \$13,456.62 in costs.

15 **2. Bourassa Firm.**

16 The Bourassa Firm should recover \$7,848.24, which sum includes \$7,817.35 (40% of the  
17 remaining \$19,543.38 in Settlement Proceeds), plus \$30.89 in costs.

18 **3. Chiu Entities.<sup>7</sup>**

19 The remainder of the Settlement Proceeds (\$11,695.14) should be distributed to the Chiu  
20 Entities on a pro rata basis, as follows:

21 **a. California Back Specialists Medical Group**

22 California Back Specialists – \$4,838.28 (.4137% of the remaining Settlement Proceeds).

23 **b. California Minimally Invasive Surgery Center**

24 California Minimally Invasive – \$4,392.69 (.3576%).  
25  
26

27 <sup>7</sup> For purposes of the calculations contained in the section pertaining to distribution of funds to the  
28 Chiu Entities, only the principal amounts of the Chiu Entities' claims were used. Interest was not  
included in the calculations.

c. Thousand Oaks Spine Medical Group

Thousand Oaks Spine – \$1,764.80 (.1509%).

d. Medical Imaging Medical Group

Medical Imaging – \$582.42 (.0498%).

e. Conejo Neurological Medical Group

Conejo Neurological – \$116.95 (.01%).

4. Oasis Legal Finance.

Oasis' claim to the Settlement Proceeds is subordinate to the claims of all of the other claimants. Because none of the Medical Providers were made whole, Oasis should not recover any amount of the Settlement Proceeds.<sup>8</sup>

III. CONCLUSION

In short, because the McDonald Carano Lien is valid and perfected, McDonald Carano's interest in the Settlement Proceeds is superior to the interests of all of the other claimants thereto. Therefore, the Court should deny the Bourassa Firm's Motion, grant McDonald Carano's Countermotion, and enter an order directing the Clerk to distribute the Settlement Proceeds as discussed above.

Dated: March 29, 2013.

McDONALD CARANO WILSON LLP

By: Patrick Murch

George F. Ogilvie III, Esq. (#3552)  
Patrick J. Murch, Esq. (#10162)  
2300 West Sahara Avenue, Suite 1200  
Las Vegas, Nevada 89102

<sup>8</sup> Alternatively, Oasis and the Chiu Entities should receive pro rata shares of the remaining Settlement Proceeds after McDonald Carano and the Bourassa Firm's claims are paid.

CERTIFICATE OF SERVICE

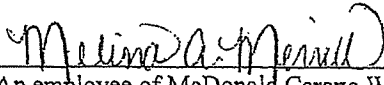
I hereby certify that I am an employee of the law firm of McDonald Carano Wilson LLP, and, on April 1 2013, I caused a copy of the foregoing DEFENDANT/COUNTERCLAIMANT/CROSS-CLAIMANT MCDONALD CARANO WILSON'S OPPOSITION TO PLAINTIFF'S MOTION FOR DISBURSEMENT OF INTERPLEADER FUNDS; and COUNTERMOTION TO ADJUDICATE ATTORNEY'S LIEN AND DISBURSEMENT OF INTERPLEADER FUNDS to be served, via U.S. Mail, upon the following:

Michelle L. Abrams, Esq.  
Michelle L. Abrams Ltd.  
4750 W. Flamingo Road, Suite B  
Las Vegas, Nevada 89103  
*Attorneys for Oasis Legal Finance, LLC*

Jacqueline Mary McQuigg, Esq.  
Law Offices of Jacqueline Mary McQuigg, Esq.  
2620 Regatta Drive, Suite 102  
Las Vegas, Nevada 89128  
*Attorneys for the Chiu Entities*

Mark J. Bourassa, Esq.  
Christopher W. Carson, Esq.  
The Bourassa Law Group, LLC  
8668 Spring Mountain Road, Suite 101  
Las Vegas, Nevada 89117  
*Attorneys for Plaintiff*

James T. Studer, Esq.  
James Studer & Associates  
1420 Los Angeles Avenue, Suite 203  
Simi Valley, California 93065  
*Attorneys for the Chiu Entities*

  
An employee of McDonald Carano Wilson LLP

274885

# EXHIBIT A

1                                   **DECLARATION OF PATRICK J. MURCH IN SUPPORT OF**  
2                                   **OPPOSITION TO PLAINTIFF'S MOTION FOR**  
3                                   **DISBURSEMENT OF INTERPLEADER FUNDS; and**  
4                                   **COUNTERMOTION FOR ADJUDICATION OF ATTORNEY'S LIEN AND**  
5                                   **DISBURSEMENT OF INTERPLEADER FUNDS**

6                   Patrick J. Murch declares as follows:

7                   1.       I am licensed to practice law in the State of Nevada, and an associate with the law  
8                   firm of McDonald Carano Wilson LLP ("McDonald Carano"). McDonald Carano was named as a  
9                   defendant, counterclaimant, and cross-claimant in the lawsuit styled as The Bourassa Law Group,  
10                  LLC v. California Back Specialists Medical Group, Inc., et al., filed in Clark County, Nevada  
11                  District Court and bearing Case No. A651563 (the "Interpleader Action").

12                  2.       This declaration, which is submitted in support of McDonald Carano's Opposition  
13                  to Plaintiff's Motion for Disbursement of Interpleader Funds and Countermotion for Adjudication  
14                  of Attorney's Lien and Disbursement of Interpleader Funds ("Opposition"), is made of my own  
15                  personal knowledge except where stated on information and belief. As to those matters, I believe  
16                  them to be true.

17                  3.       On information and belief, California Back Specialists Medical Group, Medical  
18                  Imaging Medical Group, Thousand Oaks Spine Medical Group, California Minimally Invasive  
19                  Surgery Center, and Conejo Neurological Medical Group, Inc. (collectively, the "Chiu Entities")  
20                  are all owned and/or controlled by John C. Chiu, M.D.

21                  4.       On February 13, 2008, Cooper and McDonald Carano entered into a written  
22                  agreement (the "Engagement Agreement"), which agreement set forth the terms and conditions of  
23                  McDonald Carano's representation of Cooper in the Personal Injury Litigation. A copy of the  
24                  Engagement Agreement is attached as Exhibit B to McDonald Carano's Opposition.

25                  5.       Between December 6, 2007 and October 20, 2010, McDonald Carano performed  
26                  numerous tasks, including, among other things, drafting and responding to written discovery,  
27                  conducting other fact discovery, preparing for and conducting or defending depositions (including  
28                  several depositions in California involving certain of the Medical Providers), engaging in motion  
29                  practice, corresponding with certain of the Medical Providers and other potential witnesses,

1 communicating with opposing counsel, communicating with defendant/cross-claim defendant  
2 Oasis Legal Finance, LLC ("Oasis"), and preparing for and participating in a settlement  
3 conference.

4 6. During that time, McDonald Carano incurred in excess of \$100,000.00 in  
5 attorneys' fees, plus the principal amount of \$13,456.62 in costs. Copies of McDonald Carano's  
6 Time Recap Summary (showing the amount of fees it incurred in connection with the Personal  
7 Injury Litigation) and Billed and Unbilled Recap of Cost Detail (showing costs) are collectively  
8 attached as Exhibit C to McDonald Carano's Opposition.

9 7. To date, McDonald Carano any amount of such attorneys' fees and/or costs.


10 8. Upon learning that Cooper and Union Cab agreed to settle the Personal Injury  
11 Litigation, I caused a copy of the McDonald Carano Lien to be mailed to the Bourassa Firm. A  
12 copy of the letter that I sent to the Bourassa Firm and counsel for Union Cab is attached as Exhibit  
13 F to McDonald Carano's Opposition.

14 9. On information and belief, Cooper was not named as a defendant in the interpleader  
15 action because he was paid by the Bourassa Firm prior to the initiation of that action.

16 10. On information and belief, Valley Open MRI, LLC went out of business sometime  
17 before this action was initiated.

18 I declare under penalty of perjury that the foregoing is true and correct.

19 Executed on March 29, 2013.

20   
21 PATRICK J. MURCH  
22  
23  
24  
25  
26  
27  
28

# EXHIBIT B

### **AUTHORIZATION AND AGREEMENT**

IT IS HEREBY AGREED by and between ROBERT COOPER ("Client") and McDONALD CARANO WILSON LLP ("Attorneys") that Attorneys shall represent Client in prosecuting his claim for damages against Union Cab Co. and Tony D'Angelo arising from the automobile accident that occurred in Las Vegas, Nevada on the 10th day of December, 2005.

**ATTORNEYS' FEES SHALL BE FORTY PERCENT (40%) OF THE GROSS AMOUNT RECOVERED BY SETTLEMENT OR JUDGMENT.**

**ATTORNEYS SHALL ADVANCE ALL COSTS INCURRED IN THE INVESTIGATION AND PROSECUTION OF SAID CLAIM, AND ANY COSTS ADVANCED SHALL BE DEDUCTED FROM ANY SETTLEMENT OR JUDGMENT AFTER ATTORNEYS' FEES ARE COMPUTED. CLIENT SHALL BE LIABLE FOR SAID COSTS REGARDLESS OF THE OUTCOME OF THE CASE.**

**IN THE EVENT THAT NO MONEY IS RECOVERED ON SAID CLAIM, ATTORNEYS SHALL RECEIVE NO FEES.**

Attorneys are granted a lien on any money recovered to assure payment of their fees and costs.

Client acknowledges Attorneys' right to be paid for their services and for any costs advanced.

This agreement does not include the preparation or filing of an appeal, nor does it compel Attorneys to prepare or file an appeal.

**IN THE EVENT OF A LOSS AT TRIAL, CLIENT MAY BE LIABLE FOR ANY OPPOSING PARTY'S ATTORNEYS' FEES, AND *WILL BE LIABLE FOR ANY OPPOSING PARTY'S COSTS AS REQUIRED BY LAW*. A SUIT BROUGHT SOLELY TO HARASS OR TO COERCE A SETTLEMENT MAY RESULT IN LIABILITY FOR MALICIOUS PROSECUTION OR ABUSE OF PROCESS.**

No settlement shall be made without the consent of Client. Client agrees to cooperate with Attorneys in all respects.

Attorneys may withdraw at any time upon giving reasonable written notice to Client's last-known address.



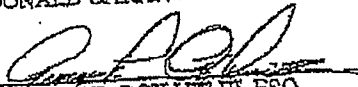
From: 323 857 1351 Page: 3/3 Date: 2/12/2008 2:44:27 PM  
FEB-08-08 03:07PM FROM-SAM PERLWITTER 323-857-1351 T-860 P.03/03 F-583

AUTHORIZATION AND AGREEMENT  
February 4, 2008  
Page 2 of 2

In the event that Client discharges Attorneys prior to final settlement or judgment, Client agrees to pay Attorneys \$400.00 per hour for partner's time, \$225.00 per hour for associate attorney's time, and \$135.00 per hour for paralegal time which has been expended in this matter up to the date of termination.

DATED this 4th day of February, 2008.

McDONALD CARANO WILSON LLP

By:   
GEORGE F. OGILVIE III, ESQ.  
2300 West Sahara Avenue, Suite 1000  
Las Vegas, Nevada 89102

DATED this 13 day of February, 2008.

By:   
ROBERT COOPER

..ODMA9CDOCSLVDOCSV1413671

# EXHIBIT C

Time Recap Summary by Timekeeper [013521-000001 - ROBERT COOPER V. ABC UNION CAB]  
 Client:013521 - Robert Cooper 3/26/2013 2:15:58 PM

Page 1

Timekeeper	Work Hours	Work Amount	Bill Hours	Bill Amount	Description
064	13.50	5400.00	.00	.00	George F. Ogilvie
164	1.00	225.00	.00	.00	Ryan J. Works
175	1.00	250.00	.00	.00	Cody R. Noble
176	125.75	17441.25	.00	.00	Diane Barton
189	11.50	2393.75	.00	.00	David Stoft
191	388.75	87468.75	.00	.00	Patrick Murch
210	4.15	622.50	.00	.00	Joe Schrage
216	78.50	10597.50	.00	.00	Nicole Griffin
221	1.50	225.00	.00	.00	Alex Chien
229	46.50	6975.00	.00	.00	Amanda Perach
230	28.75	4312.50	.00	.00	Rory Kay
TOTAL	700.90	135911.25	.00	.00	

Date	Initials	Name/Invoice Number	Code	Quantity	Rate	Amount	Description	Cost Index
12/06/2007	064	George F. Ogilvie	025	1.00	148.00	148.00	Filing Fee-Court/Complaint -- Paid To: Clerk	700164
12/30/2010		Invoice=		0.00	0.00	0.00	County Clerk	
		Voucher=163205 Paid					Vendor=Clark County Clerk Balance=.00 Amount= 148.00	
							Check #15561 12/06/2007	
12/06/2007	064	George F. Ogilvie	053	44.00	0.25	11.00	Photo Copies	700491
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
12/06/2007	064	George F. Ogilvie	053	12.00	0.25	3.00	Photo Copies	700552
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
12/08/2007	064	George F. Ogilvie	007	1.00	0.57	0.57	Telephone	701001
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
12/07/2007	064	George F. Ogilvie	008	5.00	0.25	1.25	Fax	701036
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
12/07/2007	064	George F. Ogilvie	008	5.00	0.25	1.25	Fax	701038
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
12/14/2007	064	George F. Ogilvie	050	1.00	0.97	0.97	Mileage -- Paid To: Leah Sutton	702402
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=163410 Paid					Vendor=Leah Sutton Balance=.00 Amount= 95.06	
							Check #15601 12/14/2007	
01/07/2008	064	George F. Ogilvie	023	1.00	300.00	300.00	Filing Fee-Court -- Paid To: Clerk of the	707741
12/30/2010		Invoice=		0.00	0.00	0.00	Supreme Court	
		Voucher=164014 Paid					Vendor=Clerk of the Supreme Court Balance=.00 Amount=	
							300.00	
							Check #15659 01/07/2008	
01/07/2008	064	George F. Ogilvie	008	7.00	0.25	1.75	Fax	708158
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/10/2008	064	George F. Ogilvie	051	1.00	10.90	10.90	Westlaw -- Paid To: West Publishing	708755
12/30/2010		Invoice=		0.00	0.00	0.00	Corporation	
		Voucher=164116 Paid					Vendor=West Publishing Corporation Balance=.00 Amount=	
							16977.48	
							Check #65350 01/16/2008	
01/17/2008	064	George F. Ogilvie	053	7.00	0.25	1.75	Photo Copies	710744
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
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12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=164368 Paid					Vendor=Clerk of the Court Balance=.00 Amount= 500.00	
							Check #15700 01/18/2008	
01/18/2008	064	George F. Ogilvie	060	1.00	500.00	500.00	Bonds -- Paid To: Clerk of the Court	710536
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=164369 Paid					Vendor=Clerk of the Court Balance=.00 Amount= 500.00	
							Check #15701 01/18/2008	
01/18/2008	064	George F. Ogilvie	050	1.00	2.02	2.02	Mileage -- Paid To: Elizabeth Trambulo	710585
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=164374 Paid					Vendor=Elizabeth Trambulo Balance=.00 Amount= 117.16	
							Check #15704 01/18/2008	
01/25/2008	064	George F. Ogilvie	050	1.00	1.01	1.01	Mileage -- Paid To: Brian Wilson	712102
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=164468 Paid					Vendor=Brian Wilson Balance=.00 Amount= 98.98	
							Check #15718 01/25/2008	
01/29/2008	064	George F. Ogilvie	053	1.00	0.25	0.25	Photo Copies	713491
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/30/2008	064	George F. Ogilvie	053	6.00	0.25	1.50	Photo Copies	713867
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/31/2008	064	George F. Ogilvie	050	1.00	1.01	1.01	Mileage -- Paid To: Brian Wilson	714360
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=164646 Paid					Vendor=Brian Wilson Balance=.00 Amount= 76.76	
							Check #15747 02/01/2008	
02/13/2008	064	George F. Ogilvie	053	20.00	0.25	5.00	Photo Copies	729729

Date	Initials	Name/Invoice Number	Code	Quantity	Rate	Amount	Description	Cost Index
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/14/2008	064	George F. Ogilvie	007	1.00	1.15	1.15	Telephone	731260
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/15/2008	064	George F. Ogilvie	050	1.00	10.10	10.10	Mileage -- Paid To: Leah Sutton	730133
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=165034 Paid					Vendor=Leah Sutton Balance= .00 Amount= 99.99	
							Check #15821 02/15/2008	
02/15/2008	064	George F. Ogilvie	050	1.00	2.02	2.02	Mileage -- Paid To: Leah Sutton	730149
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=165034 Paid					Vendor=Leah Sutton Balance= .00 Amount= 99.99	
							Check #15821 02/15/2008	
02/28/2008	064	George F. Ogilvie	044	1.00	40.00	40.00	Service -- Paid To: Norman Atherley Process	734088
12/30/2010		Invoice=		0.00	0.00	0.00	Service Inc	
		Voucher=165395 Paid					Vendor=Accelerated Process Service, Inc Balance= .00	
							Amount= 380.00	
							Check #66011 03/05/2008	
03/04/2008	064	George F. Ogilvie	007	1.00	1.72	1.72	Telephone	737472
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
03/04/2008	064	George F. Ogilvie	007	1.00	1.15	1.15	Telephone	737473
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
03/05/2008	064	George F. Ogilvie	007	1.00	2.87	2.87	Telephone	737474
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
03/07/2008	064	George F. Ogilvie	007	1.00	0.57	0.57	Telephone	737490
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
03/12/2008	064	George F. Ogilvie	007	1.00	0.57	0.57	Telephone	739925
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
03/14/2008	064	George F. Ogilvie	007	1.00	1.15	1.15	Telephone	739952
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
03/17/2008	064	George F. Ogilvie	007	1.00	1.72	1.72	Telephone	739974
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
03/28/2008	064	George F. Ogilvie	007	1.00	1.15	1.15	Telephone	743170
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
03/28/2008	064	George F. Ogilvie	007	1.00	1.15	1.15	Telephone	743172
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
04/01/2008	064	George F. Ogilvie	008	4.00	0.25	1.00	Fax	743555
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
04/07/2008	064	George F. Ogilvie	007	1.00	0.57	0.57	Telephone	745389
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
04/07/2008	064	George F. Ogilvie	007	1.00	1.15	1.15	Telephone	745400
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
05/08/2008	064	George F. Ogilvie	053	1.00	0.25	0.25	Photo Copies	756674
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
05/08/2008	064	George F. Ogilvie	007	1.00	1.15	1.15	Telephone	757406
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
05/19/2008	064	George F. Ogilvie	007	1.00	0.57	0.57	Telephone	760331
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
05/19/2008	064	George F. Ogilvie	007	1.00	2.30	2.30	Telephone	760332
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
05/28/2008	064	George F. Ogilvie	030	1.00	50.00	50.00	Medical Reports -- Paid To: Los Angeles	761446
12/30/2010		Invoice=		0.00	0.00	0.00	Orthopedic	
		Voucher=167966 Paid					Vendor=Los Angeles Orthopedic Balance= .00 Amount= 50.00	
							Check #16259 05/28/2008	
05/28/2008	064	George F. Ogilvie	007	1.00	1.15	1.15	Telephone	762020

Date	Initials	Name / Invoice Number	Code	Quantity	Rate	Amount	Description	Cost Index
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
05/28/2008	064	George F. Ogilvie	007	1.00	1.72	1.72	Telephone	762033
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
05/28/2008	064	George F. Ogilvie	007	1.00	0.57	0.57	Telephone	762042
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
05/28/2008	064	George F. Ogilvie	007	1.00	1.15	1.15	Telephone	763220
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
05/29/2008	064	George F. Ogilvie	007	1.00	0.57	0.57	Telephone	763238
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
05/29/2008	064	George F. Ogilvie	007	1.00	0.57	0.57	Telephone	763239
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
05/30/2008	064	George F. Ogilvie	007	1.00	0.57	0.57	Telephone	763283
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
06/02/2008	064	George F. Ogilvie	007	1.00	1.15	1.15	Telephone	763334
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
06/02/2008	064	George F. Ogilvie	007	1.00	2.30	2.30	Telephone	763337
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
06/05/2008	064	George F. Ogilvie	007	1.00	1.15	1.15	Telephone	764635
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
06/10/2008	064	George F. Ogilvie	053	5.00	0.25	1.25	Photo Copies	765305
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
06/12/2008	064	George F. Ogilvie	015	1.00	19.58	19.58	Overnight Delivery Service - - Paid To: FedEx	764853
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=168462 Paid					Vendor=FedEx Balance= .00 Amount= 636.95	
							Check #67349 06/18/2008	
06/17/2008	064	George F. Ogilvie	053	13.00	0.25	3.25	Photo Copies	767021
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
06/17/2008	064	George F. Ogilvie	008	14.00	0.25	3.50	Fax	767336
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
06/17/2008	064	George F. Ogilvie	008	14.00	0.25	3.50	Fax	767337
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
06/17/2008	064	George F. Ogilvie	007	1.00	1.15	1.15	Telephone	767597
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
06/17/2008	064	George F. Ogilvie	007	1.00	1.15	1.15	Telephone	767609
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
06/18/2008	064	George F. Ogilvie	007	1.00	1.15	1.15	Telephone	768165
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
06/18/2008	064	George F. Ogilvie	007	1.00	1.15	1.15	Telephone	768166
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
06/20/2008	064	George F. Ogilvie	007	1.00	4.59	4.59	Telephone	768877
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
06/20/2008	064	George F. Ogilvie	007	1.00	5.74	5.74	Telephone	769176
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
06/24/2008	064	George F. Ogilvie	053	17.00	0.25	4.25	Photo Copies	769088
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
06/24/2008	064	George F. Ogilvie	007	1.00	3.45	3.45	Telephone	770827
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
06/24/2008	064	George F. Ogilvie	007	1.00	7.46	7.46	Telephone	770828
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
06/24/2008	064	George F. Ogilvie	007	1.00	0.57	0.57	Telephone	770831
12/30/2010		Invoice=1179197		0.00	0.00	0.00		

Date	Initials	Name/Invoice Number	Code	Quantity	Rate	Amount	Description	Cost Index
06/24/2008	064	George F. Ogilvie	007	1.00	0.57	0.57	Telephone	770833
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
06/25/2008	064	George F. Ogilvie	007	1.00	0.57	0.57	Telephone	770844
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
06/25/2008	064	George F. Ogilvie	007	1.00	1.15	1.15	Telephone	770847
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
06/26/2008	064	George F. Ogilvie	008	2.00	0.25	0.50	Fax	770021
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
06/26/2008	064	George F. Ogilvie	007	1.00	0.57	0.57	Telephone	770861
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
06/26/2008	064	George F. Ogilvie	007	1.00	1.72	1.72	Telephone	770863
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
06/26/2008	064	George F. Ogilvie	007	1.00	0.57	0.57	Telephone	770870
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
06/26/2008	064	George F. Ogilvie	007	1.00	0.57	0.57	Telephone	771146
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
06/26/2008	064	George F. Ogilvie	007	1.00	0.57	0.57	Telephone	771150
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/09/2008	064	George F. Ogilvie	007	1.00	1.72	1.72	Telephone	773513
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/29/2008	064	George F. Ogilvie	053	64.00	0.25	16.00	Photo Copies	777990
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/29/2008	064	George F. Ogilvie	008	2.00	0.25	0.50	Fax	778102
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/29/2008	064	George F. Ogilvie	008	2.00	0.25	0.50	Fax	778103
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/29/2008	064	George F. Ogilvie	008	2.00	0.25	0.50	Fax	778106
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/29/2008	064	George F. Ogilvie	008	4.00	0.25	1.00	Fax	778112
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/29/2008	064	George F. Ogilvie	007	1.00	0.57	0.57	Telephone	778624
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/30/2008	064	George F. Ogilvie	053	27.00	0.25	6.75	Photo Copies	778249
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/30/2008	064	George F. Ogilvie	008	19.00	0.25	4.75	Fax	778363
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/30/2008	064	George F. Ogilvie	007	1.00	6.32	6.32	Telephone	778638
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/31/2008	064	George F. Ogilvie	053	56.00	0.25	14.00	Photo Copies	778429
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/31/2008	064	George F. Ogilvie	053	120.00	0.25	30.00	Photo Copies	778434
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/31/2008	064	George F. Ogilvie	008	3.00	0.25	0.75	Fax	778709
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/31/2008	064	George F. Ogilvie	008	34.00	0.25	8.50	Fax	778710
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/31/2008	064	George F. Ogilvie	008	34.00	0.25	8.50	Fax	778712
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/31/2008	064	George F. Ogilvie	007	1.00	0.57	0.57	Telephone	778991
12/30/2010		Invoice=1179197		0.00	0.00	0.00		

Date	Initials	Name/Invoice Number	Code	Quantity	Rate	Amount	Description	Cost Index
08/01/2008	064	George F. Ogilvie	007	1.00	2.87	2.87	Telephone	778996
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/22/2008	064	George F. Ogilvie	007	1.00	1.72	1.72	Telephone	802812
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/26/2008	064	George F. Ogilvie	007	1.00	2.30	2.30	Telephone	803536
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/27/2008	064	George F. Ogilvie	007	1.00	3.45	3.45	Telephone	804084
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/29/2008	064	George F. Ogilvie	053	8.00	0.25	2.00	Photo Copies	804202
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/29/2008	064	George F. Ogilvie	008	2.00	0.25	0.50	Fax	804337
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/29/2008	064	George F. Ogilvie	008	2.00	0.25	0.50	Fax	804338
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/04/2008	064	George F. Ogilvie	053	8.00	0.25	2.00	Photo Copies	808604
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/04/2008	064	George F. Ogilvie	008	41.00	0.25	10.25	Fax	808795
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/04/2008	064	George F. Ogilvie	007	1.00	0.57	0.57	Telephone	809001
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/05/2008	064	George F. Ogilvie	053	28.00	0.25	7.00	Photo Copies	808933
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/05/2008	064	George F. Ogilvie	008	14.00	0.25	3.50	Fax	809069
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/12/2008	064	George F. Ogilvie	053	9.00	0.25	2.25	Photo Copies	815555
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/15/2008	064	George F. Ogilvie	071	1.00	19.00	19.00	Records - - Paid To: Department of Motor Vehicles	815754
12/30/2010		Invoice=		0.00	0.00	0.00	Vendor=Nevada Department of Motor Vehicles Balance= .00 Amount= 19.00 Check #2116 09/16/2008	
09/15/2008	064	George F. Ogilvie	071	1.00	19.00	19.00	Records - - Paid To: Department of Motor Vehicles	815755
12/30/2010		Invoice=		0.00	0.00	0.00	Vendor=Nevada Department of Motor Vehicles Balance= .00 Amount= 19.00 Check #16720 09/15/2008	
09/15/2008	064	George F. Ogilvie	071	1.00	-19.00	-19.00	Reversal from Void Check Number: 16719	815762
12/30/2010		Invoice=		0.00	0.00	0.00	Bank ID: VEGAS Voucher ID: 171254 Vendor: Department of Motor Vehicles Vendor=Nevada Department of Motor Vehicles Balance= .00 Amount=-19.00 Check #2116 09/16/2008	
09/16/2008	064	George F. Ogilvie	071	1.00	29.00	29.00	Records - - Paid To: Nevada Department of Motor Vehicles	815764
12/30/2010		Invoice=		0.00	0.00	0.00	Vendor=Nevada Department of Motor Vehicles Balance= .00 Amount= 29.00 Check #16723 09/16/2008	
09/18/2008	064	George F. Ogilvie	053	7.00	0.25	1.75	Photo Copies	823750
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/18/2008	064	George F. Ogilvie	008	8.00	0.25	2.00	Fax	824095
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/18/2008	064	George F. Ogilvie	008	10.00	0.25	2.50	Fax	824101
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/23/2008	064	George F. Ogilvie	008	3.00	0.25	0.75	Fax	823336



Date	Initials	Name/Invoice Number	Code	Quantity	Rate	Amount	Description	Cost Index
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/23/2008	064	George F. Ogilvie	008	3.00	0.25	0.75	Fax	823337
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/23/2008	064	George F. Ogilvie	053	109.00	0.25	27.25	Photo Copies	823851
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/23/2008	064	George F. Ogilvie	053	12.00	0.25	3.00	Photo Copies	823852
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/23/2008	064	George F. Ogilvie	008	3.00	0.25	0.75	Fax	824109
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/23/2008	064	George F. Ogilvie	008	3.00	0.25	0.75	Fax	824110
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/24/2008	064	George F. Ogilvie	053	9.00	0.25	2.25	Photo Copies	823355
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/24/2008	064	George F. Ogilvie	053	51.00	0.25	12.75	Photo Copies	823442
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/24/2008	064	George F. Ogilvie	053	1.00	0.25	0.25	Photo Copies	823443
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/24/2008	064	George F. Ogilvie	053	3.00	0.25	0.75	Photo Copies	823475
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/24/2008	064	George F. Ogilvie	053	6.00	0.25	1.50	Photo Copies	823478
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/24/2008	064	George F. Ogilvie	053	9.00	0.25	2.25	Photo Copies	823512
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/24/2008	064	George F. Ogilvie	008	4.00	0.25	1.00	Fax	823704
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/24/2008	064	George F. Ogilvie	008	4.00	0.25	1.00	Fax	823705
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/24/2008	064	George F. Ogilvie	008	7.00	0.25	1.75	Fax	823719
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/24/2008	064	George F. Ogilvie	008	7.00	0.25	1.75	Fax	823722
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/24/2008	064	George F. Ogilvie	053	234.00	0.25	58.50	Photo Copies	823859
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/24/2008	064	George F. Ogilvie	053	121.00	0.25	30.25	Photo Copies	823860
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/24/2008	064	George F. Ogilvie	053	2.00	0.25	0.50	Photo Copies	823861
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/24/2008	064	George F. Ogilvie	053	35.00	0.25	8.75	Photo Copies	823864
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/24/2008	064	George F. Ogilvie	053	45.00	0.25	11.25	Photo Copies	823880
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/24/2008	064	George F. Ogilvie	008	4.00	0.25	1.00	Fax	824112
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/24/2008	064	George F. Ogilvie	008	4.00	0.25	1.00	Fax	824113
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/24/2008	064	George F. Ogilvie	008	4.00	0.25	1.00	Fax	824114
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/24/2008	064	George F. Ogilvie	008	16.00	0.25	4.00	Fax	824116
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/25/2008	064	George F. Ogilvie	053	13.00	0.25	3.25	Photo Copies	823882

Date	Initials	Name/Invoice Number	Code	Quantity	Rate	Amount	Description	Cost Index
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/25/2008	064	George F. Ogilvie	053	43.00	0.25	10.75	Photo Copies	823883
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/25/2008	064	George F. Ogilvie	053	11.00	0.25	2.75	Photo Copies	823885
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/25/2008	064	George F. Ogilvie	053	151.00	0.25	37.75	Photo Copies	823886
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/25/2008	064	George F. Ogilvie	053	6.00	0.25	1.50	Photo Copies	823887
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/25/2008	064	George F. Ogilvie	053	42.00	0.25	10.50	Photo Copies	823950
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/25/2008	064	George F. Ogilvie	008	16.00	0.25	4.00	Fax	824121
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/25/2008	064	George F. Ogilvie	007	1.00	1.72	1.72	Telephone	826540
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/25/2008	064	George F. Ogilvie	007	1.00	0.57	0.57	Telephone	826541
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/25/2008	064	George F. Ogilvie	053	1.00	0.25	0.25	Photo Copies	826144
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/30/2008	064	George F. Ogilvie	053	2.00	0.25	0.50	Photo Copies	826415
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/01/2008	064	George F. Ogilvie	007	1.00	8.61	8.61	Telephone	828651
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/02/2008	064	George F. Ogilvie	008	4.00	0.25	1.00	Fax	827589
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/02/2008	064	George F. Ogilvie	008	4.00	0.25	1.00	Fax	827590
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/03/2008	064	George F. Ogilvie	050	1.00	12.87	12.87	Mileage -- Paid To: Ashlee Ashcroft	827183
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=171755 Paid					Vendor=Ashlee Ashcroft Balance=.00 Amount= 26.91	
							Check #16785 10/03/2008	
10/03/2008	064	George F. Ogilvie	050	1.00	2.34	2.34	Mileage -- Paid To: Brian Wilson	827201
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=171757 Paid					Vendor=Brian Wilson Balance=.00 Amount= 105.88	
							Check #16787 10/03/2008	
10/03/2008	064	George F. Ogilvie	050	1.00	7.02	7.02	Mileage -- Paid To: Leah Sutton	827214
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=171759 Paid					Vendor=Leah Sutton Balance=.00 Amount= 40.95	
							Check #16789 10/03/2008	
10/03/2008	064	George F. Ogilvie	053	38.00	0.25	9.50	Photo Copies	827680
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/03/2008	064	George F. Ogilvie	053	159.00	0.25	39.75	Photo Copies	827702
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/07/2008	064	George F. Ogilvie	051	1.00	30.65	30.65	Westlaw -- Paid To: West Publishing	828006
12/30/2010		Invoice=		0.00	0.00	0.00	Corporation	
		Voucher=171845 Paid					Vendor=West Publishing Corporation Balance=.00 Amount=	
							18006.33	
							Check #68891 10/15/2008	
10/07/2008	064	George F. Ogilvie	053	60.00	0.25	15.00	Photo Copies	828632
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/08/2008	064	George F. Ogilvie	053	26.00	0.25	6.50	Photo Copies	828851
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/08/2008	064	George F. Ogilvie	053	1.00	0.25	0.25	Photo Copies	828889

Date	Initials	Name / Invoice Number	Code	Quantity	Rate	Amount	Description	Cost Index
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/09/2008	064	George F. Ogilvie	007	1.00	5.17	5.17	Telephone	830079
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/10/2008	064	George F. Ogilvie	050	1.00	4.10	4.10	Mileage -- Paid To: Leah Sutton	829136
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=171915 Paid					Vendor=Leah Sutton Balance= .00 Amount= 43.29 Check #16817 10/10/2008	
10/10/2008	064	George F. Ogilvie	050	1.00	14.63	14.63	Mileage -- Paid To: Brian Wilson	829155
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=171917 Paid					Vendor=Brian Wilson Balance= .00 Amount= 142.74 Check #16819 10/10/2008	
10/10/2008	064	George F. Ogilvie	053	7.00	0.25	1.75	Photo Copies	829537
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/10/2008	064	George F. Ogilvie	053	43.00	0.25	10.75	Photo Copies	829553
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/10/2008	064	George F. Ogilvie	008	8.00	0.25	2.00	Fax	829582
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/10/2008	064	George F. Ogilvie	007	1.00	1.72	1.72	Telephone	830128
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/10/2008	064	George F. Ogilvie	007	1.00	0.57	0.57	Telephone	830136
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/10/2008	064	George F. Ogilvie	007	1.00	0.57	0.57	Telephone	830143
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/13/2008	064	George F. Ogilvie	053	34.00	0.25	8.50	Photo Copies	829598
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/13/2008	064	George F. Ogilvie	053	18.00	0.25	4.50	Photo Copies	829903
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/13/2008	064	George F. Ogilvie	053	163.00	0.25	38.25	Photo Copies	829909
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/13/2008	064	George F. Ogilvie	053	135.00	0.25	33.75	Photo Copies	829952
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/13/2008	064	George F. Ogilvie	053	29.00	0.25	7.25	Photo Copies	830013
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/13/2008	064	George F. Ogilvie	007	1.00	0.57	0.57	Telephone	830165
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/13/2008	064	George F. Ogilvie	008	17.00	0.25	4.25	Fax	830180
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/13/2008	064	George F. Ogilvie	008	41.00	0.25	10.25	Fax	830188
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/13/2008	064	George F. Ogilvie	008	41.00	0.25	10.25	Fax	830189
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/13/2008	064	George F. Ogilvie	008	15.00	0.25	3.75	Fax	830203
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/13/2008	064	George F. Ogilvie	017	2.00	1.85	3.70	Postage	840881
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/15/2008	064	George F. Ogilvie	053	10.00	0.25	2.50	Photo Copies	830562
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/15/2008	064	George F. Ogilvie	007	1.00	0.57	0.57	Telephone	832447
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/17/2008	064	George F. Ogilvie	050	1.00	2.34	2.34	Mileage -- Paid To: Ashlee Ashcroft	830892
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=172086 Paid					Vendor=Ashlee Ashcroft Balance= .00 Amount= 42.12	

Date	Initial	Name/Invoice Number	Code	Quantity	Rate	Amount	Description	Cost Index
							Check #16833 10/17/2008	
10/17/2008	064	George F. Ogilvie	050	1.00	11.70	11.70	Mileage -- Paid To: Leah Sutton	830914
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=172091 Paid					Vendor=Leah Sutton Balance=.00 Amount= 100.03	
							Check #16834 10/17/2008	
10/17/2008	064	George F. Ogilvie	007	1.00	0.57	0.57	Telephone	832457
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/21/2008	064	George F. Ogilvie	053	4.00	0.25	1.00	Photo Copies	832372
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/21/2008	064	George F. Ogilvie	007	1.00	0.57	0.57	Telephone	832520
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/21/2008	064	George F. Ogilvie	008	3.00	0.25	0.75	Fax	832558
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/21/2008	064	George F. Ogilvie	008	3.00	0.25	0.75	Fax	832557
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/24/2008	064	George F. Ogilvie	050	1.00	25.74	25.74	Mileage -- Paid To: Leah Sutton	832888
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=172276 Paid					Vendor=Leah Sutton Balance=.00 Amount= 100.03	
							Check #16857 10/24/2008	
10/24/2008	064	George F. Ogilvie	050	1.00	11.70	11.70	Mileage -- Paid To: Heather Sinclair	832920
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=172289 Paid					Vendor=Heather Sinclair Balance=.00 Amount= 73.71	
							Check #16860 10/24/2008	
10/24/2008	064	George F. Ogilvie	050	1.00	5.85	5.85	Mileage -- Paid To: Brian Wilson	832933
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=172292 Paid					Vendor=Brian Wilson Balance=.00 Amount= 108.81	
							Check #16863 10/24/2008	
10/24/2008	064	George F. Ogilvie	007	1.00	1.72	1.72	Telephone	839037
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/29/2008	064	George F. Ogilvie	007	1.00	0.57	0.57	Telephone	839071
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/30/2008	064	George F. Ogilvie	007	1.00	1.15	1.15	Telephone	840105
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/30/2008	064	George F. Ogilvie	007	1.00	1.15	1.15	Telephone	840110
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/31/2008	064	George F. Ogilvie	007	1.00	1.15	1.15	Telephone	840111
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
11/03/2008	064	George F. Ogilvie	008	15.00	0.25	3.75	Fax	839675
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
11/07/2008	064	George F. Ogilvie	008	2.00	0.25	0.50	Fax	840841
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
11/07/2008	064	George F. Ogilvie	008	2.00	0.25	0.50	Fax	840842
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
11/17/2008	064	George F. Ogilvie	008	3.00	0.25	0.75	Fax	846615
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
11/17/2008	064	George F. Ogilvie	008	3.00	0.25	0.75	Fax	846616
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
11/21/2008	064	George F. Ogilvie	031	1.00	15.00	15.00	Medical Reports and Billings -- Paid To:	847236
12/30/2010		Invoice=		0.00	0.00	0.00	Valley Open MRI	
		Voucher=172974 Paid					Vendor=Valley Open MRI Balance=.00 Amount= 15.00	
							Check #16967 11/21/2008	
11/21/2008	064	George F. Ogilvie	031	1.00	50.00	50.00	Medical Reports and Billings -- Paid To: Los	847237
12/30/2010		Invoice=		0.00	0.00	0.00	Angeles Orthopaedic Institute	
		Voucher=172975 Paid					Vendor=Los Angeles Orthopaedic Institute Balance=.00	

Date	Initial	Name/Invoice Number	Code	Quantity	Rate	Amount	Description	Cost Index
							Amount= 50.00	
							Check #16968 11/21/2008	
11/21/2008	064	George F. Ogilvie	031	1.00	15.00	15.00	Medical Reports and Billings -- Paid To:	847238
12/30/2010		Invoice=		0.00	0.00	0.00	Sherman Oaks Hospital	
		Voucher=172976 Paid					Vendor=Sherman Oaks Hospital Balance= .00 Amount= 15.00	
							Check #16969 11/21/2008	
11/24/2008	064	George F. Ogilvie	031	1.00	15.00	15.00	Medical Reports and Billings -- Paid To:	847375
12/30/2010		Invoice=		0.00	0.00	0.00	Sherman Oaks Hospital	
		Voucher=173030 Paid					Vendor=Sherman Oaks Hospital Balance= .00 Amount= 15.00	
							Check #16976 11/24/2008	
11/25/2008	064	George F. Ogilvie	051	1.00	147.96	147.96	Westlaw -- Paid To: West Publishing	847414
12/30/2010		Invoice=		0.00	0.00	0.00	Corporation	
		Voucher=173046 Paid					Vendor=West Publishing Corporation Balance= .00 Amount= 22263.35	
							Check #69386 11/26/2008	
11/26/2008	064	George F. Ogilvie	053	216.00	0.25	54.00	Photo Copies	848818
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
12/08/2008	064	George F. Ogilvie	007	1.00	1.72	1.72	Telephone	852226
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
12/11/2008	096	Jeff Silvestri	051	1.00	74.86	74.86	Westlaw -- Paid To: West Publishing	850772
12/30/2010		Invoice=		0.00	0.00	0.00	Corporation	
		Voucher=173456 Paid					Vendor=West Publishing Corporation Balance= .00 Amount= 18640.20	
							Check #69641 12/17/2008	
12/17/2008	064	George F. Ogilvie	053	19.00	0.25	4.75	Photo Copies	852641
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
12/18/2008	064	George F. Ogilvie	053	430.00	0.25	107.50	Photo Copies	853091
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
12/22/2008	064	George F. Ogilvie	053	2.00	0.25	0.50	Photo Copies	853699
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
12/22/2008	064	George F. Ogilvie	008	2.00	0.25	0.50	Fax	853807
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
12/31/2008	064	George F. Ogilvie	008	2.00	0.25	0.50	Fax	854780
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/08/2009	064	George F. Ogilvie	051	1.00	85.28	85.28	Westlaw -- Paid To: West Publishing	855641
12/30/2010		Invoice=		0.00	0.00	0.00	Corporation	
		Voucher=174171 Paid					Vendor=West Publishing Corporation Balance= .00 Amount= 19037.93	
							Check #69973 01/14/2009	
01/08/2009	064	George F. Ogilvie	008	3.00	0.25	0.75	Fax	855928
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/08/2009	064	George F. Ogilvie	008	3.00	0.25	0.75	Fax	855929
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/09/2009	064	George F. Ogilvie	053	5.00	0.25	1.25	Photo Copies	856047
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/09/2009	064	George F. Ogilvie	053	10.00	0.25	2.50	Photo Copies	856074
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/09/2009	064	George F. Ogilvie	008	5.00	0.25	1.25	Fax	856104
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/09/2009	064	George F. Ogilvie	008	49.00	0.25	12.25	Fax	856105
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/09/2009	064	George F. Ogilvie	008	45.00	0.25	11.25	Fax	856106
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/12/2009	064	George F. Ogilvie	008	48.00	0.25	12.00	Fax	856384
12/30/2010		Invoice=1179197		0.00	0.00	0.00		

Date	Initials	Name/Invoice Number	Code	Quantity	Rate	Amount	Description	Cost Index
01/12/2009	064	George F. Ogilvie	008	11.00	0.25	2.75	Fax	856390
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/12/2009	064	George F. Ogilvie	008	11.00	0.25	2.75	Fax	856391
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/14/2009	064	George F. Ogilvie	053	765.00	0.25	191.25	Photo Copies	856633
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/14/2009	064	George F. Ogilvie	050	1.00	6.05	6.05	Mileage -- Paid To: Brian Wilson	857828
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=174555 Paid					Vendor=Brian Wilson Balance= .00 Amount= 110.00	
							Check #17222 01/23/2009	
01/16/2009	064	George F. Ogilvie	053	34.00	0.25	8.50	Photo Copies	857161
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/22/2009	064	George F. Ogilvie	053	48.00	0.25	12.00	Photo Copies	857921
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/26/2009	064	George F. Ogilvie	053	142.00	0.25	35.50	Photo Copies	858554
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/26/2009	064	George F. Ogilvie	053	104.00	0.25	26.00	Photo Copies	858604
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/27/2009	064	George F. Ogilvie	065	1.00	160.10	160.10	Depositions -- Paid To: Prestige Court	858362
12/30/2010		Invoice=		0.00	0.00	0.00	Reporting	
		Voucher=174609 Paid					Vendor=Prestige Court Reporting Balance= .00 Amount=	
							160.10	
							Check #70122 01/28/2009	
01/27/2009	064	George F. Ogilvie	065	1.00	157.90	157.90	Depositions -- Paid To: Prestige Court	858363
12/30/2010		Invoice=		0.00	0.00	0.00	Reporting	
		Voucher=174610 Paid					Vendor=Prestige Court Reporting Balance= .00 Amount=	
							157.90	
							Check #70122 01/28/2009	
01/28/2009	064	George F. Ogilvie	053	47.00	0.25	11.75	Photo Copies	859061
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/28/2009	064	George F. Ogilvie	007	1.00	0.39	0.39	Telephone	859112
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/28/2009	064	George F. Ogilvie	007	1.00	0.88	0.88	Telephone	859116
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/29/2009	064	George F. Ogilvie	053	101.00	0.25	25.25	Photo Copies	859340
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/30/2009	064	George F. Ogilvie	050	1.00	11.00	11.00	Mileage -- Paid To: Heather Sinclair	859249
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=174719 Paid					Vendor=Heather Sinclair Balance= .00 Amount= 88.55	
							Check #17261 01/30/2009	
02/06/2009	064	George F. Ogilvie	050	1.00	1.65	1.65	Mileage -- Paid To: Brian Wilson	860552
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=174867 Paid					Vendor=Brian Wilson Balance= .00 Amount= 126.50	
							Check #17282 02/06/2009	
02/09/2009	064	George F. Ogilvie	051	1.00	56.21	56.21	Westlaw -- Paid To: West Publishing	861020
12/30/2010		Invoice=		0.00	0.00	0.00	Corporation	
		Voucher=174894 Paid					Vendor=West Publishing Corporation Balance= .00 Amount=	
							22889.29	
							Check #70326 02/11/2009	
03/31/2009	064	George F. Ogilvie	053	211.00	0.25	52.75	Photo Copies	875843
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
04/02/2009	064	George F. Ogilvie	053	9.00	0.25	2.25	Photo Copies	875374
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
04/30/2009	064	George F. Ogilvie	053	2.00	0.25	0.50	Photo Copies	881681
12/30/2010		Invoice=1179197		0.00	0.00	0.00		

Date	Initials	Name/Invoice Number	Code	Quantity	Rate	Amount	Description	Cost Index
05/12/2009	064	George F. Ogilvie	007	1.00	1.04	1.04	Telephone	883554
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
05/14/2009	064	George F. Ogilvie	071	1.00	76.00	76.00	Records -- Paid To: Screen Actors	883911
12/30/2010		Invoice=		0.00	0.00	0.00	Guild-Producers Pension & Health Plans	
		Voucher=177234 Paid					Vendor=Screen Actors Guild-Producers Pension & Balance=.00	
							Amount= 76.00	
							Check #71403 05/20/2009	
06/02/2009	064	George F. Ogilvie	053	205.00	0.25	51.25	Photo Copies	887019
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
06/04/2009	064	George F. Ogilvie	053	4.00	0.25	1.00	Photo Copies	887461
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
06/04/2009	064	George F. Ogilvie	053	4.00	0.25	1.00	Photo Copies	887991
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
06/04/2009	064	George F. Ogilvie	053	4.00	0.25	1.00	Photo Copies	889074
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/09/2009	064	George F. Ogilvie	008	2.00	0.25	0.50	Fax	895833
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/09/2009	064	George F. Ogilvie	008	2.00	0.25	0.50	Fax	897074
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/17/2009	064	George F. Ogilvie	053	350.00	0.25	87.50	Photo Copies	898302
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/17/2009	064	George F. Ogilvie	053	5.00	0.25	1.25	Photo Copies	898331
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/17/2009	064	George F. Ogilvie	053	9.00	0.25	2.25	Photo Copies	898349
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/20/2009	064	George F. Ogilvie	053	84.00	0.25	21.00	Photo Copies	898507
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/20/2009	064	George F. Ogilvie	053	4.00	0.25	1.00	Photo Copies	898525
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/20/2009	064	George F. Ogilvie	053	2.00	0.25	0.50	Photo Copies	898594
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/03/2009	064	George F. Ogilvie	053	3.00	0.25	0.75	Photo Copies	900828
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/03/2009	064	George F. Ogilvie	053	10.00	0.25	2.50	Photo Copies	900837
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/28/2009	064	George F. Ogilvie	053	12.00	0.25	3.00	Photo Copies	906748
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/02/2009	064	George F. Ogilvie	053	4.00	0.25	1.00	Photo Copies	907695
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/11/2009	064	George F. Ogilvie	053	10.00	0.25	2.50	Photo Copies	909105
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/11/2009	064	George F. Ogilvie	053	7.00	0.25	1.75	Photo Copies	909108
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/11/2009	064	George F. Ogilvie	008	3.00	0.25	0.75	Fax	909172
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/24/2009	064	George F. Ogilvie	053	8.00	0.25	2.00	Photo Copies	911303
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/29/2009	064	George F. Ogilvie	053	54.00	0.25	13.50	Photo Copies	912086
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/29/2009	064	George F. Ogilvie	053	1.00	0.25	0.25	Photo Copies	912098
12/30/2010		Invoice=1179197		0.00	0.00	0.00		

Date	Initials	Name/Invoice Number	Code	Quantity	Rate	Amount	Description	Cost Index
09/29/2009	064	George F. Ogilvie	053	286.00	0.25	71.50	Photo Copies	912102
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/29/2009	064	George F. Ogilvie	053	5.00	0.25	1.25	Photo Copies	912115
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/29/2009	064	George F. Ogilvie	053	27.00	0.25	6.75	Photo Copies	912117
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/29/2009	064	George F. Ogilvie	008	15.00	0.25	3.75	Fax	912153
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/29/2009	064	George F. Ogilvie	008	15.00	0.25	3.75	Fax	912154
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/01/2009	064	George F. Ogilvie	053	6.00	0.25	1.50	Photo Copies	912511
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/12/2009	064	George F. Ogilvie	053	54.00	0.25	13.50	Photo Copies	914398
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/12/2009	064	George F. Ogilvie	053	251.00	0.25	62.75	Photo Copies	914413
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/19/2009	064	George F. Ogilvie	053	2.00	0.25	0.50	Photo Copies	915485
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/19/2009	064	George F. Ogilvie	053	1.00	0.25	0.25	Photo Copies	915493
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/22/2009	064	George F. Ogilvie	053	1.00	0.25	0.25	Photo Copies	916166
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/23/2009	064	George F. Ogilvie	053	1.00	0.25	0.25	Photo Copies	916255
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/23/2009	064	George F. Ogilvie	053	4.00	0.25	1.00	Photo Copies	916256
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/23/2009	064	George F. Ogilvie	053	5.00	0.25	1.25	Photo Copies	916330
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/28/2009	064	George F. Ogilvie	053	6.00	0.25	1.50	Photo Copies	917358
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
11/02/2009	064	George F. Ogilvie	053	1.00	0.25	0.25	Photo Copies	917605
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
11/04/2009	064	George F. Ogilvie	053	9.00	0.25	2.25	Photo Copies	917783
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
11/04/2009	064	George F. Ogilvie	053	13.00	0.25	3.25	Photo Copies	917823
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
11/04/2009	064	George F. Ogilvie	053	13.00	0.25	3.25	Photo Copies	917827
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
11/05/2009	064	George F. Ogilvie	053	1.00	0.25	0.25	Photo Copies	918165
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
11/13/2009	064	George F. Ogilvie	053	8.00	0.25	2.00	Photo Copies	922523
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
11/13/2009	064	George F. Ogilvie	053	16.00	0.25	4.00	Photo Copies	922525
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
11/18/2009	064	George F. Ogilvie	065	1.00	515.40	515.40	Depositions -- Paid To: Western Reporting Services, Inc.	922316
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=181310 Paid					Vendor=Western Reporting Services, Inc. Balance= .00	
							Amount= 515.40	
							Check #73224 11/18/2009	
11/18/2009	064	George F. Ogilvie	053	1.00	0.25	0.25	Photo Copies	923446
12/30/2010		Invoice=1179197		0.00	0.00	0.00		



Date	Initials	Name/Invoice Number	Code	Quantity	Rate	Amount	Description	Cost Index
11/25/2009	064	George F. Ogilvie	053	60.00	0.25	15.00	Photo Copies	924236
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
11/30/2009	064	George F. Ogilvie	065	1.00	258.60	258.60	Depositions -- Paid To: CSR Associates of	924276
12/30/2010		Invoice=		0.00	0.00	0.00	Nevada, LLC	
		Voucher=181536 Paid					Vendor=CSR Associates of Nevada, LLC Balance=.00 Amount=	
							258.60	
							Check #73349 12/02/2009	
12/03/2009	064	George F. Ogilvie	051	1.00	421.12	421.12	Westlaw -- Paid To: West Publishing	924939
12/30/2010		Invoice=		0.00	0.00	0.00	Corporation	
		Voucher=181707 Paid					Vendor=West Publishing Corporation Balance=.00 Amount=	
							19451.25	
							Check #73529 12/16/2009	
12/03/2009	064	George F. Ogilvie	023	1.00	200.00	200.00	Filing Fee-Court -- Paid To: Clark County	925105
12/30/2010		Invoice=		0.00	0.00	0.00	Clerk	
		Voucher=181720 Paid					Vendor=Clark County Clerk Balance=.00 Amount= 200.00	
							Check #18478 12/03/2009	
12/03/2009	064	George F. Ogilvie	053	10.00	0.25	2.50	Photo Copies	925275
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
12/03/2009	064	George F. Ogilvie	053	158.00	0.25	39.50	Photo Copies	925278
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
12/03/2009	064	George F. Ogilvie	053	4.00	0.25	1.00	Photo Copies	925294
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
12/04/2009	064	George F. Ogilvie	053	79.00	0.25	19.75	Photo Copies	925388
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
12/04/2009	064	George F. Ogilvie	053	4.00	0.25	1.00	Photo Copies	925420
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
12/04/2009	064	George F. Ogilvie	008	3.00	0.25	0.75	Fax	925452
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
12/10/2009	064	George F. Ogilvie	050	1.00	1.10	1.10	Mileage -- Paid To: Leah Sutton	925628
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=181870 Paid					Vendor=Leah Sutton Balance=.00 Amount= 92.95	
							Check #18510 12/10/2009	
12/10/2009	064	George F. Ogilvie	050	1.00	2.20	2.20	Mileage -- Paid To: Leah Sutton	925636
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=181870 Paid					Vendor=Leah Sutton Balance=.00 Amount= 92.95	
							Check #18510 12/10/2009	
12/10/2009	064	George F. Ogilvie	053	32.00	0.25	8.00	Photo Copies	926168
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
12/10/2009	064	George F. Ogilvie	053	34.00	0.25	8.50	Photo Copies	926218
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
12/11/2009	064	George F. Ogilvie	053	231.00	0.25	57.75	Photo Copies	926573
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
12/11/2009	064	George F. Ogilvie	008	2.00	0.25	0.50	Fax	926764
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
12/14/2009	064	George F. Ogilvie	053	1.00	0.25	0.25	Photo Copies	926740
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
12/14/2009	064	George F. Ogilvie	053	14.00	0.25	3.50	Photo Copies	926741
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
12/15/2009	064	George F. Ogilvie	064	1.00	150.20	150.20	Transcript -- Paid To: Western Reporting	926338
12/30/2010		Invoice=		0.00	0.00	0.00	Services, Inc.	
		Voucher=181930 Paid					Vendor=Western Reporting Services, Inc. Balance=.00	
							Amount= 150.20	
							Check #73530 12/15/2009	
12/18/2009	064	George F. Ogilvie	050	1.00	1.10	1.10	Mileage -- Paid To: Heather Sinclair	927007
12/30/2010		Invoice=		0.00	0.00	0.00		

Date	Initial	Name/Invoice Number	Code	Quantity	Rate	Amount	Description	Cost Index
		Voucher=182032 Paid					Vendor=Heather Sinclair Balance= .00 Amount= 41.60	
							Check #18532 12/18/2009	
12/22/2009	064	George F. Ogilvie	053	3.00	0.25	0.75	Photo Copies	931204
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
12/28/2009	064	George F. Ogilvie	053	2.00	0.25	0.50	Photo Copies	929460
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
12/30/2009	064	George F. Ogilvie	053	5.00	0.25	1.25	Photo Copies	929757
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/12/2010	064	George F. Ogilvie	053	24.00	0.25	6.00	Photo Copies	932495
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/18/2010	064	George F. Ogilvie	007	1.00	0.81	0.81	Telephone	952463
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/19/2010	064	George F. Ogilvie	007	1.00	12.90	12.90	Telephone	952467
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/20/2010	064	George F. Ogilvie	053	43.00	0.25	10.75	Photo Copies	933475
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/20/2010	064	George F. Ogilvie	053	35.00	0.25	8.75	Photo Copies	933487
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/20/2010	064	George F. Ogilvie	053	9.00	0.25	2.25	Photo Copies	933507
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/21/2010	064	George F. Ogilvie	064	1.00	28.00	28.00	Transcript -- Paid To: Nevada State Taxicab	933808
12/30/2010		Invoice=		0.00	0.00	0.00	Authority	
		Voucher=182839 Paid					Vendor=Nevada State Taxicab Authority Balance= .00 Amount=	
							28.00	
							Check #18625 01/21/2010	
01/21/2010	064	George F. Ogilvie	053	18.00	0.25	4.50	Photo Copies	934418
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/21/2010	064	George F. Ogilvie	053	1.00	0.25	0.25	Photo Copies	934423
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/22/2010	064	George F. Ogilvie	050	1.00	2.00	2.00	Mileage -- Paid To: Joseph Baranello	933986
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=182913 Paid					Vendor=Joseph Baranello Balance= .00 Amount= 87.00	
							Check #18630 01/22/2010	
01/22/2010	064	George F. Ogilvie	053	7.00	0.25	1.75	Photo Copies	934559
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/22/2010	064	George F. Ogilvie	008	4.00	0.25	1.00	Fax	934620
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
01/31/2010	064	George F. Ogilvie	051	1.00	91.38	91.38	Westlaw -- Paid To: West Publishing	935448
12/30/2010		Invoice=		0.00	0.00	0.00	Corporation	
		Voucher=183067 Paid					Vendor=West Publishing Corporation Balance= .00 Amount=	
							21395.57	
							Check #74155 02/10/2010	
02/01/2010	064	George F. Ogilvie	053	256.00	0.25	64.00	Photo Copies	935782
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/01/2010	064	George F. Ogilvie	053	40.00	0.25	10.00	Photo Copies	935795
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/01/2010	064	George F. Ogilvie	053	66.00	0.25	16.50	Photo Copies	935893
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/02/2010	064	George F. Ogilvie	053	41.00	0.25	10.25	Photo Copies	935975
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/02/2010	064	George F. Ogilvie	053	4.00	0.25	1.00	Photo Copies	936022
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/03/2010	064	George F. Ogilvie	053	52.00	0.25	13.00	Photo Copies	936207

Date	Initials	Name/Invoice Number	Code	Quantity	Rate	Amount	Description	Cost Index
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/03/2010	064	George F. Ogilvie	053	21.00	0.25	5.25	Photo Copies	936217
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/03/2010	064	George F. Ogilvie	053	151.00	0.25	37.75	Photo Copies	936239
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/03/2010	064	George F. Ogilvie	053	17.00	0.25	4.25	Photo Copies	936288
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/04/2010	064	George F. Ogilvie	053	8.00	0.25	2.00	Photo Copies	936435
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/05/2010	064	George F. Ogilvie	053	74.00	0.25	18.50	Photo Copies	936612
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/09/2010	064	George F. Ogilvie	053	115.00	0.25	28.75	Photo Copies	936970
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/09/2010	064	George F. Ogilvie	053	239.00	0.25	59.75	Photo Copies	936971
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/09/2010	064	George F. Ogilvie	053	5.00	0.25	1.25	Photo Copies	937057
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/09/2010	064	George F. Ogilvie	008	2.00	0.25	0.50	Fax	937266
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/12/2010	064	George F. Ogilvie	007	1.00	10.48	10.48	Telephone	952743
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/17/2010	064	George F. Ogilvie	053	9.00	0.25	2.25	Photo Copies	938421
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/17/2010	064	George F. Ogilvie	053	19.00	0.25	4.75	Photo Copies	938422
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/17/2010	064	George F. Ogilvie	007	1.00	1.53	1.53	Telephone	938495
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/17/2010	064	George F. Ogilvie	007	1.00	6.45	6.45	Telephone	952785
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/17/2010	064	George F. Ogilvie	007	1.00	2.42	2.42	Telephone	952786
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/17/2010	064	George F. Ogilvie	007	1.00	1.61	1.61	Telephone	952787
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/17/2010	064	George F. Ogilvie	007	1.00	1.61	1.61	Telephone	952788
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/18/2010	064	George F. Ogilvie	023	1.00	6.00	6.00	Filing Fee-Court - - Paid To: Tyler	938533
12/30/2010		Invoice=		0.00	0.00	0.00	Technologies, Inc.	
		Voucher=183498 Paid					Vendor=Tyler Technologies, Inc. Balance= .00 Amount=	
							485.00	
							Check #74286 02/24/2010	
02/18/2010	064	George F. Ogilvie	007	1.00	1.18	1.18	Telephone	938805
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/18/2010	064	George F. Ogilvie	007	1.00	0.84	0.84	Telephone	938807
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/18/2010	064	George F. Ogilvie	007	1.00	3.22	3.22	Telephone	952792
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/18/2010	064	George F. Ogilvie	007	1.00	4.03	4.03	Telephone	952793
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/18/2010	064	George F. Ogilvie	007	1.00	1.61	1.61	Telephone	952795
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/22/2010	064	George F. Ogilvie	007	1.00	2.42	2.42	Telephone	952824

Date	Initials	Name/Invoice Number	Code	Quantity	Rate	Amount	Description	Cost Index
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/23/2010	064	George F. Ogilvie	007	1.00	2.42	2.42	Telephone	952831
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/23/2010	064	George F. Ogilvie	007	1.00	4.03	4.03	Telephone	952832
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/26/2010	064	George F. Ogilvie	053	14.00	0.25	3.50	Photo Copies	940016
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/26/2010	064	George F. Ogilvie	007	1.00	1.53	1.53	Telephone	940056
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/26/2010	064	George F. Ogilvie	008	2.00	0.25	0.50	Fax	940069
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/26/2010	064	George F. Ogilvie	007	1.00	1.61	1.61	Telephone	952882
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/26/2010	064	George F. Ogilvie	007	1.00	1.61	1.61	Telephone	952889
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
02/28/2010	064	George F. Ogilvie	051	1.00	248.17	248.17	Westlaw -- Paid To: West Publishing	940107
12/30/2010		Invoice=		0.00	0.00	0.00	Corporation	
		Voucher=183758 Paid					Vendor=West Publishing Corporation Balance=.00 Amount=	
							20892.79	
							Check #74500 03/24/2010	
02/28/2010	064	George F. Ogilvie	064	1.00	556.50	556.50	Transcript -- Paid To: Depo International, LLC	940223
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=183801 Paid					Vendor=Depo International, LLC Balance=.00 Amount= 556.50	
							Check #74396 03/10/2010	
02/28/2010	064	George F. Ogilvie	065	1.00	375.00	375.00	Depositions -- Paid To: Los Angeles	940224
12/30/2010		Invoice=		0.00	0.00	0.00	Orthopaedic Institute	
		Voucher=183802 Paid					Vendor=Los Angeles Orthopaedic Institute Balance=.00	
							Amount= 375.00	
							Check #74349 03/03/2010	
03/01/2010	064	George F. Ogilvie	007	1.00	0.81	0.81	Telephone	952901
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
03/02/2010	064	George F. Ogilvie	015	1.00	17.50	17.50	Overnight Delivery Service -- Paid To: FedEx	940290
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=183819 Paid					Vendor=FedEx Balance=.00 Amount= 508.69	
							Check #74343 03/03/2010	
03/02/2010	064	George F. Ogilvie	044	1.00	75.00	75.00	Service -- Paid To: Jesse R. Arentz	940319
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=183823 Paid					Vendor=Jesse R. Arentz Balance=.00 Amount= 2380.00	
							Check #74334 03/03/2010	
03/02/2010	064	George F. Ogilvie	007	1.00	0.81	0.81	Telephone	952906
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
03/04/2010	064	George F. Ogilvie	053	47.00	0.25	11.75	Photo Copies	943768
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
03/04/2010	064	George F. Ogilvie	053	12.00	0.25	3.00	Photo Copies	943785
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
03/04/2010	064	George F. Ogilvie	053	91.00	0.25	22.75	Photo Copies	943831
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
03/04/2010	064	George F. Ogilvie	053	5.00	0.25	1.25	Photo Copies	943833
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
03/04/2010	064	George F. Ogilvie	053	7.00	0.25	1.75	Photo Copies	943838
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
03/04/2010	064	George F. Ogilvie	008	3.00	0.25	0.75	Fax	943885
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
03/05/2010	064	George F. Ogilvie	053	8.00	0.25	2.00	Photo Copies	943939

Date	Initials	Name/Invoice Number	Code	Quantity	Rate	Amount	Description	Cost Index
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
03/08/2010	064	George F. Ogilvie	053	7.00	0.25	1.75	Photo Copies	944403
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
03/08/2010	064	George F. Ogilvie	008	2.00	0.25	0.50	Fax	944480
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
03/09/2010	064	George F. Ogilvie	055	1.00	244.96	244.96	Outside Copying Service -- Paid To: Litigation	944282
12/30/2010		Invoice=		0.00	0.00	0.00	Support Network, LLC	
		Voucher=183986 Paid					Vendor=Litigation Support Network, LLC Balance=.00	
							Amount= 244.96	
							Check #74409 03/10/2010	
03/12/2010	064	George F. Ogilvie	053	372.00	0.25	93.00	Photo Copies	945117
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
03/15/2010	064	George F. Ogilvie	015	1.00	29.89	29.89	Overnight Delivery Service -- Paid To: FedEx	945199
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=184021 Paid					Vendor=FedEx Balance=.00 Amount= 234.43	
							Check #74458 03/17/2010	
03/15/2010	064	George F. Ogilvie	047	1.00	341.40	341.40	Air Fare -- Paid To: Bankcard Center	945266
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=184053 Paid					Vendor=Bankcard Center Balance=.00 Amount= 1546.56	
							Check #74443 03/16/2010	
03/15/2010	064	George F. Ogilvie	049	1.00	6.47	6.47	Business Meal -- Paid To: Bankcard Center	945267
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=184053 Paid					Vendor=Bankcard Center Balance=.00 Amount= 1546.56	
							Check #74443 03/16/2010	
03/15/2010	064	George F. Ogilvie	048	1.00	179.86	179.86	Travel Expenses -- Paid To: Bankcard Center	945268
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=184053 Paid					Vendor=Bankcard Center Balance=.00 Amount= 1546.56	
							Check #74443 03/16/2010	
03/15/2010	064	George F. Ogilvie	049	1.00	3.16	3.16	Business Meal -- Paid To: Bankcard Center	945269
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=184053 Paid					Vendor=Bankcard Center Balance=.00 Amount= 1546.56	
							Check #74443 03/16/2010	
03/15/2010	064	George F. Ogilvie	049	1.00	16.07	16.07	Business Meal -- Paid To: Bankcard Center	945270
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=184053 Paid					Vendor=Bankcard Center Balance=.00 Amount= 1546.56	
							Check #74443 03/16/2010	
03/15/2010	064	George F. Ogilvie	048	1.00	25.00	25.00	Travel Expenses -- Paid To: Bankcard Center	945271
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=184053 Paid					Vendor=Bankcard Center Balance=.00 Amount= 1546.56	
							Check #74443 03/16/2010	
03/15/2010	064	George F. Ogilvie	048	1.00	501.27	501.27	Travel Expenses -- Paid To: Bankcard Center	945272
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=184053 Paid					Vendor=Bankcard Center Balance=.00 Amount= 1546.56	
							Check #74443 03/16/2010	
03/25/2010	064	George F. Ogilvie	053	4.00	0.25	1.00	Photo Copies	947966
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
03/25/2010	064	George F. Ogilvie	053	5.00	0.25	1.25	Photo Copies	947970
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
03/30/2010	064	George F. Ogilvie	055	1.00	264.00	264.00	Outside Copying Service -- Paid To: Depo	949191
12/30/2010		Invoice=		0.00	0.00	0.00	International, LLC	
		Voucher=184380 Paid					Vendor=Depo International, LLC Balance=.00 Amount= 264.00	
							Check #74638 03/31/2010	
03/30/2010	064	George F. Ogilvie	055	1.00	199.50	199.50	Outside Copying Service -- Paid To: Depo	949192
12/30/2010		Invoice=		0.00	0.00	0.00	International, LLC	
		Voucher=184381 Paid					Vendor=Depo International, LLC Balance=.00 Amount= 199.50	
							Check #74638 03/31/2010	
04/12/2010	064	George F. Ogilvie	007	1.00	6.45	6.45	Telephone	956070
12/30/2010		Invoice=1179197		0.00	0.00	0.00		

Date	Initials	Name/Invoice Number	Code	Quantity	Rate	Amount	Description	Cost Index
04/22/2010	064	George F. Ogilvie	053	30.00	0.25	7.50	Photo Copies	956035
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
04/23/2010	064	George F. Ogilvie	007	1.00	4.03	4.03	Telephone	957005
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
04/23/2010	064	George F. Ogilvie	017	1.00	2.24	2.24	Postage	958496
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
04/30/2010	064	George F. Ogilvie	053	104.00	0.25	26.00	Photo Copies	958392
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
04/30/2010	064	George F. Ogilvie	053	1.00	0.25	0.25	Photo Copies	958404
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
04/30/2010	064	George F. Ogilvie	053	1.00	0.25	0.25	Photo Copies	958410
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
04/30/2010	064	George F. Ogilvie	008	2.00	0.25	0.50	Fax	958466
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
05/05/2010	064	George F. Ogilvie	053	5.00	0.25	1.50	Photo Copies	959624
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
05/05/2010	064	George F. Ogilvie	053	4.00	0.25	1.00	Photo Copies	959634
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
05/10/2010	064	George F. Ogilvie	053	1.00	0.25	0.25	Photo Copies	961126
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
05/11/2010	064	George F. Ogilvie	053	3.00	0.25	0.75	Photo Copies	961257
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
05/11/2010	064	George F. Ogilvie	053	3.00	0.25	0.75	Photo Copies	961268
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
05/11/2010	064	George F. Ogilvie	053	2.00	0.25	0.50	Photo Copies	961260
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
05/11/2010	064	George F. Ogilvie	053	2.00	0.25	0.50	Photo Copies	961263
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
05/11/2010	064	George F. Ogilvie	053	4.00	0.25	1.00	Photo Copies	961264
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
05/11/2010	064	George F. Ogilvie	053	3.00	0.25	0.75	Photo Copies	961273
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
05/11/2010	064	George F. Ogilvie	053	1.00	0.25	0.25	Photo Copies	961285
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
05/11/2010	064	George F. Ogilvie	053	1.00	0.25	0.25	Photo Copies	961288
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
05/11/2010	064	George F. Ogilvie	053	10.00	0.25	2.50	Photo Copies	961291
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
05/18/2010	064	George F. Ogilvie	053	48.00	0.25	12.00	Photo Copies	962568
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
05/19/2010	064	George F. Ogilvie	015	1.00	16.47	16.47	Overnight Delivery Service - - Paid To: FedEx	962199
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=185519 Paid					Vendor=FedEx Balance= .00 Amount= 364.97	
							Check #75198 05/21/2010	
05/26/2010	064	George F. Ogilvie	053	1.00	0.25	0.25	Photo Copies	964051
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
05/26/2010	064	George F. Ogilvie	053	19.00	0.25	4.75	Photo Copies	964081
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
06/01/2010	064	George F. Ogilvie	053	6.00	0.25	1.50	Photo Copies	965123
12/30/2010		Invoice=1179197		0.00	0.00	0.00		

Date	Initials	Name/Invoice Number	Code	Quantity	Rate	Amount	Description	Cost Index
06/10/2010	064	George F. Ogilvie	015	1.00	13.37	13.37	Overnight Delivery Service -- Paid To: FedEx	989069
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=186040 Paid					Vendor=FedEx Balance=.00 Amount= 361.34	
							Check #75470 06/16/2010	
07/08/2010	064	George F. Ogilvie	007	1.00	2.42	2.42	Telephone	977801
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/16/2010	064	George F. Ogilvie	053	2.00	0.25	0.50	Photo Copies	980031
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/16/2010	064	George F. Ogilvie	053	132.00	0.25	33.00	Photo Copies	980110
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/16/2010	064	George F. Ogilvie	053	52.00	0.25	13.00	Photo Copies	980111
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/16/2010	064	George F. Ogilvie	007	1.00	4.03	4.03	Telephone	980176
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/16/2010	064	George F. Ogilvie	007	1.00	9.67	9.67	Telephone	980177
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/16/2010	064	George F. Ogilvie	007	1.00	0.81	0.81	Telephone	980179
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/16/2010	064	George F. Ogilvie	007	1.00	0.81	0.81	Telephone	980186
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/16/2010	064	George F. Ogilvie	007	1.00	2.42	2.42	Telephone	980197
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/21/2010	064	George F. Ogilvie	007	1.00	1.61	1.61	Telephone	980836
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/26/2010	064	George F. Ogilvie	053	20.00	0.25	5.00	Photo Copies	981613
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/26/2010	064	George F. Ogilvie	053	60.00	0.25	15.00	Photo Copies	981614
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/28/2010	064	George F. Ogilvie	053	82.00	0.25	20.50	Photo Copies	982095
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/28/2010	064	George F. Ogilvie	053	8.00	0.25	2.00	Photo Copies	982098
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
07/29/2010	064	George F. Ogilvie	050	1.00	10.00	10.00	Mileage -- Paid To: Joseph Baranello	982234
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=187171 Paid					Vendor=Joseph Baranello Balance=.00 Amount= 120.50	
							Check #19237 07/29/2010	
07/31/2010	064	George F. Ogilvie	051	1.00	1,401.14	1,401.14	Westlaw -- Paid To: West Publishing	982898
12/30/2010		Invoice=		0.00	0.00	0.00	Corporation	
		Voucher=187197 Paid					Vendor=West Publishing Corporation Balance=.00 Amount= 23306.51	
							Check #76182 08/18/2010	
07/31/2010	064	George F. Ogilvie	051	1.00	567.54	567.54	Westlaw -- Paid To: West Publishing	982899
12/30/2010		Invoice=		0.00	0.00	0.00	Corporation	
		Voucher=187197 Paid					Vendor=West Publishing Corporation Balance=.00 Amount= 23306.51	
							Check #76182 08/18/2010	
07/31/2010	064	George F. Ogilvie	015	1.00	29.61	29.61	Overnight Delivery Service -- Paid To: FedEx	982992
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=187241 Paid					Vendor=FedEx Balance=.00 Amount= 337.42	
							Check #76019 08/04/2010	
08/05/2010	064	George F. Ogilvie	050	1.00	4.00	4.00	Mileage -- Paid To: Frank Hubbard	983876
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=187316 Paid					Vendor=Frank Hubbard Balance=.00 Amount= 49.50	
							Check #19254 08/05/2010	
08/05/2010	064	George F. Ogilvie	050	1.00	3.50	3.50	Mileage -- Paid To: Kylie Buffington	983897

Date	Initials	Name/Invoice Number	Code	Quantity	Rate	Amount	Description	Cost Index
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=187319 Paid					Vendor=Kylie Buffington Balance= .00 Amount= 60.50	
							Check #19257 08/05/2010	
08/05/2010	064	George F. Ogilvie	053	30.00	0.25	7.50	Photo Copies	984011
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/05/2010	064	George F. Ogilvie	053	11.00	0.25	2.75	Photo Copies	984013
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/05/2010	064	George F. Ogilvie	053	15.00	0.25	3.75	Photo Copies	984035
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/05/2010	064	George F. Ogilvie	053	8.00	0.25	2.00	Photo Copies	984036
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/05/2010	064	George F. Ogilvie	053	112.00	0.25	28.00	Photo Copies	984066
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/05/2010	064	George F. Ogilvie	053	13.00	0.25	3.25	Photo Copies	984071
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/05/2010	064	George F. Ogilvie	053	4.00	0.25	1.00	Photo Copies	984072
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/05/2010	064	George F. Ogilvie	053	169.00	0.25	42.25	Photo Copies	984077
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/05/2010	064	George F. Ogilvie	053	57.00	0.25	14.25	Photo Copies	984099
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/05/2010	064	George F. Ogilvie	053	9.00	0.25	2.25	Photo Copies	984106
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/06/2010	064	George F. Ogilvie	053	11.00	0.25	2.75	Photo Copies	984216
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/06/2010	064	George F. Ogilvie	053	13.00	0.25	3.25	Photo Copies	984217
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/06/2010	064	George F. Ogilvie	053	8.00	0.25	2.00	Photo Copies	984218
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/06/2010	064	George F. Ogilvie	053	35.00	0.25	8.75	Photo Copies	984221
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/06/2010	064	George F. Ogilvie	053	15.00	0.25	3.75	Photo Copies	984281
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/06/2010	064	George F. Ogilvie	053	29.00	0.25	7.25	Photo Copies	984282
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/06/2010	064	George F. Ogilvie	053	365.00	0.25	91.25	Photo Copies	984290
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/06/2010	064	George F. Ogilvie	053	3.00	0.25	0.75	Photo Copies	984291
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/06/2010	064	George F. Ogilvie	053	10.00	0.25	2.50	Photo Copies	984303
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/09/2010	064	George F. Ogilvie	053	1.00	0.25	0.25	Photo Copies	984681
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/09/2010	064	George F. Ogilvie	053	3.00	0.25	0.75	Photo Copies	984684
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/09/2010	064	George F. Ogilvie	007	1.00	16.12	16.12	Telephone	984786
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/10/2010	064	George F. Ogilvie	023	1.00	18.00	18.00	Filing Fee-Court -- Paid To: Tyler	984474
12/30/2010		Invoice=		0.00	0.00	0.00	Technologies, Inc.	
		Voucher=187378 Paid					Vendor=Tyler Technologies, Inc. Balance= .00 Amount=	
							1002.00	
							Check #76101 08/12/2010	



Date	Initials	Name/Invoice Number	Code	Quantity	Rate	Amount	Description	Cost Index
08/11/2010	064	George F. Ogilvie	053	16.00	0.25	4.00	Photo Copies	985100
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/12/2010	064	George F. Ogilvie	053	25.00	0.25	6.25	Photo Copies	985383
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/12/2010	064	George F. Ogilvie	053	29.00	0.25	7.25	Photo Copies	985459
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/12/2010	064	George F. Ogilvie	053	4.00	0.25	1.00	Photo Copies	985470
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/13/2010	064	George F. Ogilvie	053	106.00	0.25	26.50	Photo Copies	985601
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/13/2010	064	George F. Ogilvie	053	91.00	0.25	22.75	Photo Copies	985606
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/13/2010	064	George F. Ogilvie	053	45.00	0.25	11.25	Photo Copies	985664
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/13/2010	064	George F. Ogilvie	053	447.00	0.25	111.75	Photo Copies	985668
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/16/2010	064	George F. Ogilvie	050	1.00	9.00	9.00	Mileage -- Paid To: Kylie Buffington	985803
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=187494 Paid					Vendor=Kylie Buffington Balance=.00 Amount= 56.50 Check #19285 08/16/2010	
08/16/2010	064	George F. Ogilvie	050	1.00	3.50	3.50	Mileage -- Paid To: Joseph Baranello	985816
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=187495 Paid					Vendor=Joseph Baranello Balance=.00 Amount= 71.00 Check #19287 08/16/2010	
08/16/2010	064	George F. Ogilvie	050	1.00	3.50	3.50	Mileage -- Paid To: Joseph Baranello	985817
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=187495 Paid					Vendor=Joseph Baranello Balance=.00 Amount= 71.00 Check #19287 08/16/2010	
08/16/2010	064	George F. Ogilvie	053	22.00	0.25	5.50	Photo Copies	985911
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/16/2010	064	George F. Ogilvie	053	2.00	0.25	0.50	Photo Copies	985948
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/16/2010	064	George F. Ogilvie	053	2.00	0.25	0.50	Photo Copies	985960
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/20/2010	064	George F. Ogilvie	053	1.00	0.25	0.25	Photo Copies	987009
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/24/2010	064	George F. Ogilvie	008	1.00	0.25	0.25	Fax	987543
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
08/31/2010	064	George F. Ogilvie	007	1.00	0.81	0.81	Telephone	988621
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/03/2010	064	George F. Ogilvie	051	1.00	456.76	456.76	Westlaw -- Paid To: West Publishing Corporation	992258
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=187968 Paid					Vendor=West Publishing Corporation Balance=.00 Amount= 22221.50 Check #76471 09/16/2010	
09/03/2010	064	George F. Ogilvie	007	1.00	4.03	4.03	Telephone	992700
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/08/2010	064	George F. Ogilvie	053	29.00	0.25	7.25	Photo Copies	993016
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/08/2010	064	George F. Ogilvie	053	8.00	0.25	2.00	Photo Copies	993024
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/08/2010	064	George F. Ogilvie	053	4.00	0.25	1.00	Photo Copies	993077
12/30/2010		Invoice=1179197		0.00	0.00	0.00		

Date	Initials	Name/Invoice Number	Code	Quantity	Rate	Amount	Description	Cost Index
09/09/2010	064	George F. Ogilvie	053	2.00	0.25	0.50	Photo Copies	993391
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/10/2010	064	George F. Ogilvie	053	3.00	0.25	0.75	Photo Copies	993615
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/14/2010	064	George F. Ogilvie	023	1.00	48.00	48.00	Filing Fee-Court -- Paid To: Tyler	993870
12/30/2010		Invoice=		0.00	0.00	0.00	Technologies, Inc.	
		Voucher=188061 Paid					Vendor=Tyler Technologies, Inc. Balance= .00 Amount=	
							1468.00	
							Check #76470 09/16/2010	
09/16/2010	064	George F. Ogilvie	053	1.00	0.25	0.25	Photo Copies	995045
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/16/2010	064	George F. Ogilvie	007	1.00	28.22	28.22	Telephone	995176
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/17/2010	064	George F. Ogilvie	053	5.00	0.25	1.25	Photo Copies	995271
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/17/2010	064	George F. Ogilvie	008	6.00	0.25	1.50	Fax	995380
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/20/2010	064	George F. Ogilvie	048	1.00	5.00	5.00	Travel Expenses -- Paid To: Bankcard Center	995399
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=188253 Paid					Vendor=Bankcard Center Balance= .00 Amount= 25.00	
							Check #76490 09/20/2010	
09/20/2010	064	George F. Ogilvie	007	1.00	7.26	7.26	Telephone	995727
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/23/2010	064	George F. Ogilvie	007	1.00	23.38	23.38	Telephone	996550
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/27/2010	064	George F. Ogilvie	053	15.00	0.25	3.75	Photo Copies	997029
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/30/2010	064	George F. Ogilvie	053	42.00	0.25	10.50	Photo Copies	997713
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
09/30/2010	064	George F. Ogilvie	051	1.00	217.55	217.55	Westlaw -- Paid To: West Publishing	997914
12/30/2010		Invoice=		0.00	0.00	0.00	Corporation	
		Voucher=188631 Paid					Vendor=West Publishing Corporation Balance= .00 Amount=	
							22480.53	
							Check #76766 10/13/2010	
10/01/2010	064	George F. Ogilvie	053	24.00	0.25	6.00	Photo Copies	998000
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/01/2010	064	George F. Ogilvie	053	14.00	0.25	3.50	Photo Copies	998046
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/06/2010	064	George F. Ogilvie	050	1.00	1.00	1.00	Mileage -- Paid To: Frank Hubbard	998185
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=188695 Paid					Vendor=Frank Hubbard Balance= .00 Amount= 48.00	
							Check #19449 10/06/2010	
10/06/2010	064	George F. Ogilvie	050	1.00	11.00	11.00	Mileage -- Paid To: Frank Hubbard	998190
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=188695 Paid					Vendor=Frank Hubbard Balance= .00 Amount= 48.00	
							Check #19449 10/06/2010	
10/07/2010	064	George F. Ogilvie	023	1.00	3.50	3.50	Filing Fee-Court -- Paid To: Tyler	999437
12/30/2010		Invoice=		0.00	0.00	0.00	Technologies, Inc.	
		Voucher=188725 Paid					Vendor=Tyler Technologies, Inc. Balance= .00 Amount=	
							845.00	
							Check #76765 10/13/2010	
10/07/2010	064	George F. Ogilvie	023	1.00	3.50	3.50	Filing Fee-Court -- Paid To: Tyler	999448
12/30/2010		Invoice=		0.00	0.00	0.00	Technologies, Inc.	
		Voucher=188725 Paid					Vendor=Tyler Technologies, Inc. Balance= .00 Amount=	
							845.00	
							Check #76765 10/13/2010	

Date	Initials	Name / Invoice Number	Code	Quantity	Rate	Amount	Description	Cost Index
10/07/2010	064	George F. Ogilvie	023	1.00	3.50	3.50	Filing Fee-Court -- Paid To: Tyler	999450
12/30/2010		Invoice=		0.00	0.00	0.00	Technologies, Inc.	
		Voucher=188725 Paid					Vendor=Tyler Technologies, Inc. Balance=.00 Amount=	
							845.00	
							Check #76765 10/13/2010	
10/07/2010	064	George F. Ogilvie	053	12.00	0.25	3.00	Photo Copies	999654
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/07/2010	064	George F. Ogilvie	053	36.00	0.25	9.00	Photo Copies	999680
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/12/2010	064	George F. Ogilvie	053	15.00	0.25	3.75	Photo Copies	1000278
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/12/2010	064	George F. Ogilvie	008	6.00	0.25	1.50	Fax	1000370
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/14/2010	064	George F. Ogilvie	050	1.00	1.00	1.00	Mileage -- Paid To: Frank Hubbard	1000549
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=188842 Paid					Vendor=Frank Hubbard Balance=.00 Amount= 64.50	
							Check #19464 10/14/2010	
10/14/2010	064	George F. Ogilvie	050	1.00	4.00	4.00	Mileage -- Paid To: Brittany Willis	1000557
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=188843 Paid					Vendor=Brittany Willis Balance=.00 Amount= 74.50	
							Check #19465 10/14/2010	
10/14/2010	064	George F. Ogilvie	050	1.00	12.00	12.00	Mileage -- Paid To: Brittany Willis	1000558
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=188843 Paid					Vendor=Brittany Willis Balance=.00 Amount= 74.50	
							Check #19465 10/14/2010	
10/14/2010	064	George F. Ogilvie	050	1.00	4.00	4.00	Mileage -- Paid To: Joseph Baranello	1000567
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=188844 Paid					Vendor=Joseph Baranello Balance=.00 Amount= 45.00	
							Check #19466 10/14/2010	
10/19/2010	064	George F. Ogilvie	053	2.00	0.25	0.50	Photo Copies	1001744
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/20/2010	064	George F. Ogilvie	053	5.00	0.25	1.25	Photo Copies	1001908
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/20/2010	064	George F. Ogilvie	053	2.00	0.25	0.50	Photo Copies	1001944
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/20/2010	064	George F. Ogilvie	053	2.00	0.25	0.50	Photo Copies	1001995
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/21/2010	064	George F. Ogilvie	048	1.00	9.00	9.00	Travel Expenses -- Paid To: Bankcard Center	1002118
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=188981 Paid					Vendor=Bankcard Center Balance=.00 Amount= 189.22	
							Check #76835 10/21/2010	
10/21/2010	064	George F. Ogilvie	048	1.00	7.00	7.00	Travel Expenses -- Paid To: Bankcard Center	1002120
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=188981 Paid					Vendor=Bankcard Center Balance=.00 Amount= 189.22	
							Check #76835 10/21/2010	
10/21/2010	064	George F. Ogilvie	034	1.00	16.00	16.00	Recording Fees -- Paid To: Clark County	1002123
12/30/2010		Invoice=		0.00	0.00	0.00	Recorder	
		Voucher=188988 Paid					Vendor=Clark County Recorder Balance=.00 Amount= 16.00	
							Check #19485 10/21/2010	
10/21/2010	064	George F. Ogilvie	034	1.00	7.00	7.00	Recording Fees -- Paid To: Clark County	1002124
12/30/2010		Invoice=		0.00	0.00	0.00	Recorder	
		Voucher=188989 Paid					Vendor=Clark County Recorder Balance=.00 Amount= 7.00	
							Check #19486 10/21/2010	
10/22/2010	064	George F. Ogilvie	034	1.00	3.00	3.00	Recording Fees -- Paid To: Clerk of the Court	1002210
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=189016 Paid					Vendor=Clerk of the Court Balance=.00 Amount= 3.00	
							Check #2610 10/27/2010	

Date	Initials	Name/Invoice Number	Code	Quantity	Rate	Amount	Description	Cost Index
10/22/2010	064	George F. Ogilvie	053	3.00	0.25	0.75	Photo Copies	1002456
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/22/2010	064	George F. Ogilvie	034	1.00	-3.00	-3.00	Reversal from Void Check Number: 19490	1002737
12/30/2010		Invoice=		0.00	0.00	0.00	Bank ID: VEGAS Voucher ID: 189016	
		Voucher=189095 Paid					Vendor: Clerk of the Court	
							Vendor=Clerk of the Court Balance=.00 Amount=-3.00	
							Check #2510 10/27/2010	
10/26/2010	064	George F. Ogilvie	053	1.00	0.25	0.25	Photo Copies	1003039
12/30/2010		Invoice=1179197		0.00	0.00	0.00		
10/27/2010	064	George F. Ogilvie	050	1.00	10.00	10.00	Mileage -- Paid To: Joseph Baranello	1002747
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=189101 Paid					Vendor=Joseph Baranello Balance=.00 Amount= 93.00	
							Check #19503 10/27/2010	
10/27/2010	064	George F. Ogilvie	050	1.00	2.00	2.00	Mileage -- Paid To: Kylie Buffington	1002757
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=189102 Paid					Vendor=Kylie Buffington Balance=.00 Amount= 89.00	
							Check #19504 10/27/2010	
10/27/2010	064	George F. Ogilvie	050	1.00	2.00	2.00	Mileage -- Paid To: Kylie Buffington	1002758
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=189102 Paid					Vendor=Kylie Buffington Balance=.00 Amount= 89.00	
							Check #19504 10/27/2010	
10/27/2010	064	George F. Ogilvie	050	1.00	1.50	1.50	Mileage -- Paid To: Kylie Buffington	1002761
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=189102 Paid					Vendor=Kylie Buffington Balance=.00 Amount= 89.00	
							Check #19504 10/27/2010	
10/27/2010	064	George F. Ogilvie	050	1.00	2.00	2.00	Mileage -- Paid To: Brittany Willis	1002775
12/30/2010		Invoice=		0.00	0.00	0.00		
		Voucher=189103 Paid					Vendor=Brittany Willis Balance=.00 Amount= 85.00	
							Check #19505 10/27/2010	
		BILLED TOTALS: WORK:				13,456.62	529 records	
		BILLED TOTALS: BILL:				0.00		
		GRAND TOTAL: WORK:				13,456.62	529 records	
		GRAND TOTAL: BILL:				0.00		