

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

2
3 HIGH NOON AT ARLINGTON
4 RANCH HOMEOWNERS
5 ASSOCIATION, NEVADA NON-
6 PROFIT CORPORATION,

7 Petitioner,

8 vs.

9 EIGHTH JUDICIAL DISTRICT
10 COURT OF THE STATE OF
11 NEVADA, IN AND FOR THE
12 COUNTY OF CLARK; AND THE
13 HONORABLE SUSAN
14 JOHNSON, DISTRICT JUDGE,

15 Respondent.

16 and

17 D.R. HORTON, INC.,
18 Real-Party-In-Interest.

19 D.R. HORTON, INC., A
20 DELAWARE CORPORATION,

21 Petitioner,

22 and

23 THE EIGHTH JUDICIAL
24 DISTRICT COURT OF THE
25 STATE OF NEVADA, IN AND
26 FOR THE COUNTY OF CLARK;
27 AND THE HONORABLE ALLAN
28 R EARL, DISTRICT JUDGE,

 Respondents,

 and

FIRST LIGHT HOMEOWNERS
ASSOCIATION, A NEVADA
NON-PROFIT CORPORATION,
FOR ITSELF AND FOR ALL
OTHERS SIMILARLY
SITUATED,

 Real-Party in Interest.

SUPREME COURT CASE NO: 65456
Electronically Filed
Dec 09 2014 01:30 p.m.
Tracie K. Lindeman
Clerk of Supreme Court

SUPREME COURT CASE NO: 65993

AFFIDAVIT OF
BRUNO WOLFENZON, ESQ. IN
RESPONSE TO ORDER
SHORTENING TIME TO REPLY

1 D.R. Horton, Inc. submits the following response to Order Shortening
2 Time to File Reply at the request of the Supreme Court of Nevada.

3
4 **AFFIDAVIT OF BRUNO WOLFENZON, ESQ.**

5 STATE OF NEVADA }
6 COUNTY OF CLARK } SS.

7 I, Bruno Wolfenzon, Esq. being first duly sworn on oath, depose and
8 state under penalty of perjury:

9 1. I am an attorney duly licensed to practice law in the State of
10 Nevada and I am an attorney with the law firm, WOLFENZON ROLLE,
11 representing Petitioner D.R. HORTON, INC., in relation to the Petition for Writ
12 of Prohibition or Mandamus and in the Motion for Consolidation of Oral
13 Argument in *D.R. Horton v. Eighth Judicial District Court* ("First Light Writ
14 Petition"), Docket No. 65993.

15 2. This affidavit concerns a Motion to Consolidate Writ Petitions for
16 Oral Argument filed on November 26, 2014, by D.R. Horton seeking to
17 consolidate the oral argument of the instant Writ Petition, Docket No. 65456,
18 with the First Light Writ Petition regarding the same legal issues (collectively
19 the "Writ Petitions"). D.R. Horton also filed a Motion to Consolidate Writ
20 Petitions for Oral Argument in the First Light Writ Petition. Real Party in
21 Interest in this Action, High Noon at Arlington Ranch Homeowner's
22 Association ("High Noon") filed a Notice of Non-Opposition agreeing
23 consolidation is appropriate as common issues of law and fact exist in both cases
24 yet reserved its right to object to Wolfenzon Rolle arguing on behalf of D.R.
25 Horton at the pending hearing once consolidated "in light of recently discovered
26 direct and irreconcilable conflict involving the law firm Wolfenzon Rolle." The
27 purpose of this affidavit is to confirm to the Supreme Court no conflict exists
28 and Wolfenzon Rolle is permitted to argue on behalf of D.R. Horton at the

1 hearing on the consolidated Writ Petitions and further permitted to represent
2 D.R. Horton in the future with regard to the Writ Petitions as well as the
3 underlying District Court actions.

4 3. In or about August 2012, I was retained as an expert witness by
5 James Adams, Esq., receiver for the Estate of Nancy Quon, Esq. (the "Quon
6 Estate") in an action filed by the Nancy Quon Estate entitled *Nancy Quon PC v.*
7 *High Noon at Arlington Ranch Homeowners Association*. The focus of the
8 expert retention was to provide the reasonableness of billing records and to
9 address counter-claim allegations of professional negligence filed by High Noon
10 against Nancy Quon, PC, contending it fell below the standard of care in the
11 legal representation of High Noon in this Action (the "Fee Dispute").

12 4. I was retained as an *expert* on behalf of the Quon Estate, not an
13 *attorney*. My role was as an expert witness on behalf of a party whose interests
14 were adverse to High Noon's interests. Hence, there was no attorney client
15 relationship and if there was, it was adverse to High Noon. NRS 49.095 relates
16 to issues between a client and an attorney, not an expert. See also, NRS 49.045
17 and 49.055 which apply to professional *legal* services, not *expert* services.

18 5. In my review of materials to prepare my expert report and testify in
19 the Fee Dispute, I did not review any information which could not have been
20 provided to D.R. Horton through discovery in the underlying Action, or which
21 was detrimental to High Noon, or in any way beneficial to D.R. Horton's
22 interests in that Action. Had I encountered any such information, I would have
23 disclosed such in 2013 and taken appropriate ethical mandates to recuse myself
24 from the expert retention. There is no impropriety nor even the inference of
25 impropriety in the retention of me as an expert witness in the Fee Dispute and
26 my continued representation of D.R. Horton in this Action, the First Light
27 matter or in arguing the consolidated Writ Petitions.

1 6. In defense to the fees claimed by the Quon Estate, High Noon, by
2 and through its counsel of record, Angius & Terry, the same attorneys now
3 raising the objection to Wolfenzon Rolle, asserted counter claims for
4 professional negligence claims against Nancy Quon P.C. dba Quon Bruce
5 Christensen Law Firm ("Quon PC") (See attached as **Exhibit "1"**, ERRATA TO
6 CROSS COMPLAINT OF DEFENDANT HIGH NOON AT ARLINGTON
7 RANCH HOMEOWNERS ASSOCIATION AGAINST NANCY QUON, P.C.
8 DBA, QUON BRUCE CHRISTENSEN LAW FIRM").

9 7. Pursuant to NRS 49.115, "There is no privilege under NRS 49.095
10 or 49.105 as to a communication relevant to an issue of breach of duty by the
11 lawyer to his or her client or by the client to his or her lawyer." Therefore, if any
12 attorney client privilege existed, any privilege claimed over the documents
13 provided for expert review was waived by High Noon when it filed, through its
14 current attorneys of record, a claim of professional negligence against Quon PC.

15 8. Further, under Nevada Rules of Prof. Conduct, Rule 1.6 "(b) A
16 lawyer may reveal information relating to the representation of a client to the
17 extent the lawyer reasonably believes necessary:...(5) To establish a claim or
18 defense on behalf of the lawyer in a controversy between the lawyer and the
19 client... or to respond to allegations in any proceeding concerning the lawyer's
20 representation of the client..". Therefore, Quon PC was fully within its rights to
21 disclose all relevant information to its expert in support of its claim for
22 attorney's fees owed and in defense of the claims advanced by High Noon.
23 Any claim of privilege, if it even existed, was waived by Angius & Terry, the
24 attorneys representing High Noon, when it filed its counter claims in the Fee
Dispute and by High Noon failing to pay Quon PC attorney's fees owed.

25 9. Additionally, High Noon's attorneys could have employed any
26 number of measures including, but not limited to, a protective order or
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1 confidentiality agreement if it wished to keep the information provided for my
2 review confidential, but failed to take any steps to keep the information
3 confidential through a protective order or confidentiality agreement.
4 Accordingly, the information was disclosed to a third party, the Receiver, James
5 Adam, Esq. and is not confidential. (See attached **Exhibit "2"** email exchange
6 with Receiver for Quon P.C. James Adams, Esq. indicating no conflict with my
7 representation of D.R. Horton as to High Noon or Quon PC.)

8 **10.** In fulfilling my expert retention to place a value on the legal
9 representation performed by Quon PC, I reviewed documents provided to me by
10 James Adams, Esq. involving the legal representation by Quon PC to High
11 Noon. I was never asked to keep the information confidential, review, nor sign
12 any Confidentiality Agreement.

13 **11.** On or about April 11, 2013, I was deposed by Melissa Bybee, Esq.
14 of Angius & Terry regarding my expert opinions as to the value of Quon P.C.'s
15 legal services. At that time, Wolfenzon Rolle was counsel of record for D.R.
16 Horton in several pending lawsuits which was revealed in the deposition. No
17 objection was raised to me being retained as an expert witness or continuing to
18 represent D.R. Horton. Angius & Terry was, and always has been, fully aware of
19 the work performed by me as an expert witness in the Fee Dispute (See attached
20 **Exhibit "3"**, transmittal of my deposition transcript to Ms. Bybee) and as an
21 attorney for D.R. Horton. Accordingly, High Noon misrepresents to this Court it
22 recently discovered a direct and irreconcilable conflict. If this court wishes to
23 review the testimony in the deposition, it should request the transcript from
24 Angius & Terry as it was released to them and I never retained a copy.

25 **12.** On or about September 5, 2014, David Bray, Angius & Terry,
26 contacted counsel for D.R. Horton in this Action, Joel Odou, Wood Smith
27 Henning & Berman, and requested the Writ Petitions be consolidated. (A true
28 and correct copy of the September 5, 2014 email is attached as **Exhibit "4"**).

13. The High Noon Writ Petition did not address NRCP 25(c), a pertinent legal issue raised by the district courts in addressing the subsequent purchaser issue raised in the Writ Petitions. In order to advance D.R. Horton's rights, I determined NRCP 25(c) should be argued and addressed by the Supreme Court as it relates to the Writ Petitions to prevent inconsistencies in the District Courts. In addition, Mr. Odou and I agreed consolidation furthered judicial economy and D.R. Horton's rights.

14. I thereafter became involved in the negotiations to reach an agreement as to the consolidation. I was directly contacted by Angius & Terry on or about October 22, 2014 regarding potential consolidation of the Writ Petitions and requested certain language be included in any agreement waiving any right to later contest Wolfenzon Rolle's representation of D.R. Horton in the First Light matter or the High Noon matter. (See attached as **Exhibit "5"** email chain including **Exhibit "5-A"** proposed Stipulation to consolidate). In addition, I specifically indicated D.R. Horton's only request was it be permitted, at its discretion, to decide which counsel would argue the Writ Petitions. (See, **Exhibit "5"**, October 22, 2014, email from me to David Bray of Anguis & Terry).

15. In an overabundance of caution, I requested language be included in any agreement to consolidate the Writ Petitions to prevent High Noon from later asserting Wolfenzon Rolle was precluded from arguing the Writ Petitions or representing D.R. Horton in the future, the exact goal it now seeks to accomplish. (See, **Exhibit "6"** November 7 email response to David Bray of Angius & Terry and **Exhibit "6-A"** to the attached proposed Stipulation). Angius & Terry refused to include such language although they "agreed" the Writ Petitions should be consolidated for purposes of oral argument.

1 **16.** In preparation for the filing of the Consolidation Motion, I
2 discussed consolidation with Counsel for Plaintiffs in both actions who agreed
3 consolidation was appropriate and agreed to consolidate the matters for the
4 purposes of oral argument so long as each case was allowed thirty (30) minutes
5 for argument. In response to High Noon's refusal to agree to my proposed
6 stipulation, I explained in detail to High Noon's counsel, there was no conflict
7 with Wolfenzon Rolle's continued representation of D.R. Horton based on the
8 above law and facts.

9 **17.** Scott Kelsey of Angius & Terry responded claiming, for the first
10 time, a conflict existed because I "...had access to all of Ms. Quon's records,
11 including her attorney-client and work product materials..." As explained
12 above, no privilege exists and/or any privilege was waived upon suing Quon PC
13 for professional negligence. Moreover, the work product privilege was Quon
14 PC's and thereafter her Estate's who hired me as an expert and disclosed the
15 work product to me waiving any such privilege. Mr. Kelsey additionally
16 claimed, "...if DR Horton prevails on the Writ, the Quon's Estate collects less
17 from the litigation." (See, **Exhibit "7"** November 21, 2014 email from Scott
18 Kelsey of Angius & Terry). If such a conflict exists on that basis, it is the
19 Quon's Estate to assert, not High Noon's and James Adams, Esq., the receiver
20 representing the Quon Estate confirmed no conflict exists with my
21 representation and the Quon Estate by confirming he, "do(es) not believe there
22 is any conflict of interest as against Nancy Quon PC that could exist with (my)
23 representation of D.R. Horton against High Noon at Arlington Ranch and
24 make(s) no claim that any such conflict exists." (See attached **Exhibit "2"** email
25 exchange with Receiver for Quon P.C. James Adams, Esq. indicating no conflict
26 with my representation of D.R. Horton as to High Noon or Quon PC.)

27 **18.** After purporting to "agree" to the consolidation, High Noon filed a
28

1 Notice of Non-Opposition which is, in actuality, an Opposition, as it agrees to
2 the consolidation with the condition *it reserves* its right to exclude Wolfenzon
3 Rolle from arguing the Writ Petitions and permitting D.R. Horton to use the
4 counsel of its choice to represent it in significant legal issues before the Supreme
5 Court, in direct contradiction to the agreement of the parties. (Italics added.)

6 **19.** It is unclear whether by “reserving its right” High Noon is actually
7 objecting now or whether it seeks to raise an objection in the future. High Noon
8 cannot be permitted to reserve a right in the future to object after oral arguments
9 are conducted in the Writ Petitions. D.R. Horton requests the Supreme Court
10 confirm no conflict exists and Wolfenzon Rolle is permitted to argue on behalf
11 of D.R. Horton at the hearing on the consolidated Writ Petitions and further
12 permitted to represent D.R. Horton in the future with regard to the Writ Petitions
13 as well as the underlying District Court actions.

14 **20.** Wolfenzon Rolle is the law firm who first advanced the relevant
15 issues in the Writ Petition involving the subsequent purchaser issue on behalf of
16 D. R. Horton and, as such, is most familiar with the argument. D.R. Horton
17 desires to have Wolfenzon Rolle argue the Writ Petitions.

18 **21.** If this Court is inclined to prevent Wolfenzon Rolle from arguing
19 the Writ Petitions, D.R. Horton withdraws its Motion to Consolidate the Writ
20 Petitions.

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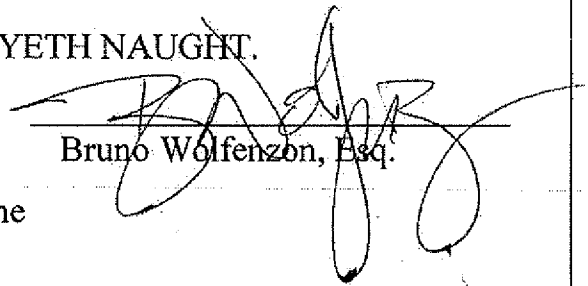
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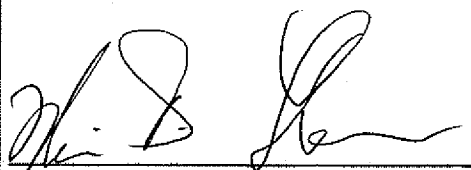
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22. I have read this Affidavit and the facts stated herein are true of my own knowledge, except as to those matters stated on information and belief, and as to those matters, I believe them to be true.

FURTHER YOUR AFFIANT SAYETH NAUGHT.


Bruno Wolfenzon, Esq.

SUBSCRIBED and SWORN to before me
this 9th day of December, 2014.


NOTARY PUBLIC



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I HEREBY CERTIFY that on the 9th day of December, 2014, a copy of AFFIDAVIT OF BRUNO WOLFENZON, ESQ. IN RESPONSE TO ORDER SHORTENING TME TO REPLY was hand delivered to the following:

Honorable Judge Allan R. Earl
Regional Justice Center, Department XIX
Eighth Judicial District Court
200 Lewis Avenue
Las Vegas, NV 89101


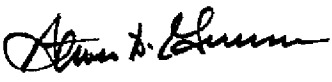

Employee of Wolfenzon Rolle

EXHIBIT 1



CLERK OF THE COURT

1 **ERR**

2 Paul P. Terry, Jr., NV State Bar No. 7192

3 John J. Stander, NV State Bar No. 9198

4 Melissa Bybee, NV State Bar No. 8390

5 **ANGIUS & TERRY LLP**

6 1120 N. Town Center Dr., Suite 260

7 Las Vegas, NV 89144

8 Telephone: (702) 990-2017

9 Facsimile: (702) 990-2018

10 Attorneys for Defendant

11 **HIGH NOON AT ARLINGTON RANCH HOMEOWNERS ASSOCIATION**

12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 **NANCY QUON, P.C. a professional**
15 **corporation doing business as QUON BRUCE**
16 **CHRISTENSEN LAW FIRM**

17 Plaintiff,

18 v.

19 **HIGH NOON AT ARLINGTON RANCH**
20 **HOMEOWNERS ASSOCIATION, a Nevada**
21 **non-profit corporation and DOES I through X**
22 **inclusive**

23 Defendants

) Case No.: A-09-603149-C

) Dept. No.: XVI

) **ERRATA TO CROSS COMPLAINT OF**
) **DEFENDANT HIGH NOON AT**
) **ARLINGTON RANCH HOMEOWNERS**
) **ASSOCIATION AGAINST NANCY QUON,**
) **P.C. DBA, QUON BRUCE CHRISTENSEN**
) **LAW FIRM**

24 COMES NOW Defendant, HIGH NOON AT ARLINGTON RANCH HOMEOWNERS
25 ASSOCIATION, a Nevada non-profit corporation, (hereafter "HIGH NOON") by and through its
26 counsel Angius & Terry, LLP, and for its Cross-Complaint against NANCY QUON, P.C. a professional
27 corporation doing business as QUON BRUCE CHRISTENSEN LAW FIRM, (hereafter "QBC") as
28 follows:

29 **THE PARTIES**

30 1. HIGH NOON is a Nevada non-profit corporation doing business at all times relevant
31 hereto in Clark County, Nevada

2. QBC is a Nevada professional corporation doing business at all times relevant hereto in Clark County, Nevada.

3. The true names and capacities, whether individual, corporate, associate or otherwise, of the Defendants DOES 1 through 10, inclusive, and each of them, are presently unknown to HIGH NOON, and HIGH NOON therefore sues said Defendants by such fictitious names. HIGH NOON is informed and believes and therefor alleges that each of the Defendants designated herein as DOES 1 through 10, inclusive, are responsible for the claims and damages alleged herein. Once discovery has disclosed the true identities of such parties, HIGH NOON will ask leave of this court to amend its Cross-Complaint to insert the true names and capacities of said Defendants DOES 1 through 10 inclusive, and to join such Defendants in this action.

GENERAL ALLEGATIONS

4. On or around June 6, 2007, HIGH NOON retained QBC to represent HIGH NOON with regard to an action arising out of defective construction of the High Noon at Arlington Ranch development in a written agreement for legal services (hereafter "Agreement"). A copy of the Agreement is attached hereto as Exhibit 1.

5. At the time that HIGH NOON entered the Agreement with QBC, QBC also represented HIGH NOON as its General Counsel. QBC drafted the Agreement, and presented the Agreement to HIGH NOON to execute without advising HIGH NOON to have the Agreement reviewed by independent counsel, or to consider or interview with other construction defect law firms. QBC drafted the contract with self-serving, unconscionable, and unenforceable provisions.

6. QBC represented HIGH NOON with regard to the constructional defect action. However, QBC's representation of HIGH NOON was beneath the standard of care of a similarly situated legal professional. The areas in which QBC's representation of HIGH NOON fell beneath the standard of care include, but are not limited to the following:

6a. HIGH NOON is informed and believes, and on that basis alleges, that QBC expended a disproportionate and excessive amount of money for expert costs and other costs and expenses, without approval of HIGH NOON, and for which HIGH NOON may not be able to recover.

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2 14. As a result of QBC's breach of contract, HIGH NOON has suffered damages in an
3 amount in excess of \$10,000.

4 **SECOND CLAIM FOR RELIEF**

5 **(Professional Negligence Against QBC and Does 1-10)**

6 15. HIGH NOON realleges and incorporates herein the allegations of paragraphs 1-14 above,
7 inclusive, as if fully set forth herein.

8 16. QBC represented HIGH NOON both as its General Counsel, and its counsel with regard
9 to the constructional defect claim. With regard to both representations, QBC owed a duty to HIGH
10 NOON to represent it in conformance with the standard of care of a similarly situated professional.

11 17. In the acts and omissions to act as set forth above, QBC fell beneath the standard of care
12 of similarly situated professional, and thus breached its duty of care to HIGH NOON.

13 18. As a result of QBC's negligence, and breach of its standard of care, HIGH NOON has
14 suffered damages in an amount in excess of \$10,000.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Defendant prays for judgment as follows:

- 17 1. For an award of actual and compensatory damages;
18 2. For and award of consequential and incidental damages;
19 3. For an award of prejudgment interest and costs of suit;
20 4. For an award of attorneys fees, and

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1 5. For such other and further relief as this Court may deem just and proper.

2 Dated: February 3, 2010

ANGIUS & TERRY LLP

3
4 By: 

5 Paul P. Terry, Jr.
6 NV State Bar No. 7192
7 John J. Stander
8 NV State Bar No. 9198
9 Melissa Bybee
10 NV State Bar No. 8390
11 ANGIUS & TERRY LLP
12 1120 N. Town Center Dr., Suite 260
13 Las Vegas, NV 89144
14 Telephone: (702) 990-2017
15 Facsimile: (702) 990-2018
16 Attorneys for Defendant
17 HIGH NOON AT ARLINGTON
18 RANCH HOMEOWNERS
19 ASSOCIATION
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EXHIBIT 1

**AGREEMENT FOR LEGAL SERVICES
(Contingent Fee)**

I. PARTIES

Client: HIGH NOON at ARLINGTON RANCH HOMEOWNERS ASSOCIATION

Attorneys: QUON BRUCE CHRISTENSEN LAW FIRM ("Attorneys")

II. CLAIM

Client(s), hereby employ(s) Attorney(s), to pursue whatever legal remedies Clients may have with respect to its claim against the builder and others for construction defects, hereafter sometimes referred to as "the claim".

**III. DEFINITIONS; CONTINGENT FEE CALCULATED
PRIOR TO DEDUCTION OF COSTS**

- A. As used in this Agreement, "costs" means all expenses reasonable incurred in pursuing the claim, including, but not limited to, court costs, investigation expenses, fees for serving complaints, subpoenas and other process, fees for obtaining expert opinions and testimony, referees, master and mediator fees, deposition transcripts and court reporter fees, photocopying, photographs and video production costs, federal express, messenger expenses, necessary travel expenses, telecopier and long distance telephone costs.
- B. As used in this Agreement, the phrase "gross amount actually recovered" means the total sum of all money and the fair market cash value of other assets actually collected or work to be performed on behalf of Client (including attorneys' fees and costs) without deduction of any costs or fees whatsoever.
- C. The "contingent fee" described in this Agreement is calculated as a percentage of gross amount actually recovered, prior to any deduction of costs.
- D. As used in this Agreement, "net recovery" means gross amount actually recovered; less contingent fee calculated per the above definition and the schedule contained in paragraph IV, below; less all costs which have been advanced by Attorney, but not reimbursed by Client' and less any costs incurred by a prevailing adverse party for which Client is liable.

IV. COMPENSATION; CONTINGENT FEE

As compensation for the services of Attorneys, Client agrees to pay Attorneys a contingent fee to be calculated as follows: Forty percent (40%) of the gross amount recovered by settlement or Judgment. If there is no recovery on the claim Attorneys shall not receive any fees in the prosecution of this matter.

PAYMENT OF RECOVERY: ALL FUNDS RECOVERED BY ATTORNEYS FOR THE CLIENT SHALL BE PAID JOINTLY TO ATTORNEYS AND THE CLIENT. THE ATTORNEYS WILL CALCULATE THE FEES AND COSTS INCURRED, DEDUCT THE FEES AND COSTS AND DISBURSE THE BALANCE OF THE PROCEEDS TO THE CLIENT. SUBJECT TO PARAGRAPH 8, BELOW, ALL NECESSARY COSTS, INCLUDING BUT NOT LIMITED TO INVESTIGATION, SHALL BE BORNE AND PAID BY THE CLIENT UPON RECOVERY. COSTS THAT ARE ADVANCED BY ATTORNEYS PENDING RESOLUTION OF THE CASE, WILL BE CHARGED INTEREST ON ALL OF THE COSTS ADVANCED AT THE ACTUAL INTEREST PAID BY ATTORNEYS ON AMOUNTS BORROWED TO COVER THE COSTS.

V. CONTINGENT FEE NEGOTIATED

The foregoing contingent fee is not required by law but is the result of negotiations between Attorneys and Client.

VI. DISTRIBUTION OF PROCEEDS

Client acknowledges that individual members may also be represented by Attorney for purposes of pursuing jointly on their behalf a claim against the developer for defective construction. The proceeds of any settlement or judgment recovered will be paid directly to Client and other homeowners pursuant to Court Order. Client's share of any proceeds of settlement or judgment as determined herein will be paid promptly upon receipt of proceeds.

VII. ATTORNEY'S LIEN ON CLAIM

Attorneys shall have a lien upon the cause of action, any judgment obtained, and the

proceeds of any recovery based upon the claim, for the contingency fee and any costs and interest which Attorney advanced in pursuing the claim. Attorney shall be entitled to a reasonable amount for work on the claim prior to discharge. The fee shall be calculated based upon the contingent fee of any offer of settlement made prior to discharge or attorneys' reasonable hourly fee, whichever is larger.

For the purposes of this Agreement, Attorneys agree that the reasonable hourly rate for Attorneys' services is \$350.00 per hour for partners, \$175.00 per hour for associates and \$75.00 per hour for paralegals or law clerks.

VIII. COSTS OF LITIGATION

Attorneys will advance all costs related to the claim on behalf of the Client. In the event, however, that there is no recovery on the claim or if any recovery so obtained is less than or equal to the legal fees as calculated in this Agreement and the costs advanced by Attorneys, then Client will not be responsible for any legal fees or the costs that exceed the amount of the recovery. Advanced costs are due and payable upon termination as stated in Section XI below. Costs incurred in connection with prosecution of the claim will be deducted from the proceeds received by Client.

NEVADA LAW ALSO REQUIRES INCLUSION OF THE FOLLOWING LANGUAGE: 1) IN THE EVENT OF A LOSS, IN CERTAIN INSTANCES THE CLIENT MAY BE RESPONSIBLE FOR THE OPPOSING PARTY'S ATTORNEY'S FEES AND COSTS; and 2) A SUIT BROUGHT SOLELY TO HARASS OR COERCE A SETTLEMENT MAY RESULT IN LIABILITY FOR ABUSE OF PROCESS.

IX. SCOPE OF SERVICES AND DUTIES

Client agrees to retain Attorneys in recovering all civil damages lawfully due Client based on any contractual, governmental or tort liability arising out of construction defects at the Client's premises described above. This includes claims assigned to Client including claims against insurance carriers and subcontractors which may give rise to a separate action.

Attorneys will provide all reasonably necessary legal services to obtain such Compensation for Client, including pre-trial discovery, defect investigation, mediation, expert

depositions, court trials and post-trial proceedings, except an appeal from any judgment. Any services to be rendered by Attorneys in connection with such an appeal will require Client and Attorneys to execute a separate agreement for costs and Attorneys' fees.

X. ASSOCIATION OF OTHER ATTORNEYS

Attorneys may at their discretion and expense associate other attorneys in pursuit of the claim.

XI. TERMINATION

Attorneys' obligations hereunder shall be completed upon obtaining a settlement and/or judgment on the claim as to all defendants, whether or not favorable. Attorneys are not hereby obligated to pursue any appeal, although Attorneys may do so if Attorneys and Client so agree. Attorneys are not obligated to collect any judgment without Attorneys' additional written consent to perform such services. This Agreement shall be terminable at-will by Attorneys or Client in accordance with the provisions contained in this Agreement and any pertinent rules of professional conduct.

In the event that Client terminates the services of Attorneys prior to settlement, Client shall immediately pay Attorney all costs and interest advanced and the attorneys' fee.

XII. SETTLEMENT AUTHORITY

Attorneys shall not enter into any settlement of the claim without prior approval of Client. Payment of any judgment or settlement of the claim shall be made by payment either to Attorneys' trust account maintained on behalf of Client, or alternatively made jointly to Attorney and Client. Prior to remittance of any net recovery to Client, Attorneys may apply settlement proceeds to cover any costs outstanding or which have been advanced by Attorneys but not reimbursed by Client, as set forth in Paragraph VII.

XIII. WITHDRAWAL; CLIENT'S REFUSAL TO SETTLE UPON ATTORNEY'S RECOMMENDATION

Attorneys may withdraw from the representation of Client at any time. In the event that a

lawsuit on Client's behalf is pending, Attorneys may withdraw only after having given notice of withdrawal to Client in accordance with applicable court rules and rules of procedure and having received permission from the court to do so. Additionally, Client's refusal to settle the claim for an amount recommended by Attorneys constitutes grounds for withdrawal by Attorneys, if Attorneys so desire. In the event of withdrawal, Attorneys' fee shall continue to be secured by the lien described above.

XIV. ACKNOWLEDGEMENT OF RECEIPT OF DUPLICATE

The undersigned Client acknowledges receipt of a duplicate copy of this Agreement.

WE HAVE READ AND HEREBY AGREE TO THE TERMS CONTAINED IN
THIS AGREEMENT.

DATE: 6/6/07

CLIENT: [Signature]
Printed Name: S. KIM FIELDS

DATE: 6/6/07

CLIENT: [Signature]
Printed Name: KAREN FINNEGAN

DATE: 6/6/07

CLIENT: [Signature]
Printed Name: FRED WEINTRAUB

DATE: _____

CLIENT: _____

Printed Name: _____

DATE: _____

CLIENT: _____

Printed Name: _____

DATE: _____

QUON BRUCE CHRISTENSEN LAW

FIRM: [Signature]
By: [Signature]

EXHIBIT 2

On Mon, Dec 8, 2014 at 5:05 PM, James Adams <james@adamslawnevada.com> wrote:
Bruno,

I apologize for the tardiness of this response. Litigation has keep me quite busy. Regarding your below email, I would like to affirm the following points:

- a. You acted as an expert witness for the Nancy Quon, PC., receivership estate in its case against High Noon at Arlington Ranch Homeowners Association regarding a fee dispute between the two entities.
- b. As such, you did not represent (as an attorney) Nancy Quon, PC or the receivership estate, but you only acted only as an expert witness putting a value on the legal work done by Nancy Quon PC.
- c. It appears that the receivership estate and Horton were both adverse to High Noon in that both entities maintained claims against High Noon. To the extent that any documents were reviewed by you in your position as an expert, the receivership estate does not claim any privilege related to those documents. Indeed, they would have been amenable to discovery in any challenge to your report or any challenge to the claims made by Nancy Quon PC against High Noon. Further, I am not aware of, nor did I agree to any confidentiality agreement related to those documents.
- d. I do not believe there is any conflict of interest as against Nancy Quon PC that could exist with your representation of D.R. Horton against High Noon at Arlington Ranch and make no claim that any such conflict exists.

Good luck with your argument and let me know if there is anything else you need. Thanks.

James

James R. Adams, Esq.
Adams Law Group, Ltd.
8010 W. Sahara Ave., Suite 260
Las Vegas, NV 89117
Ph: 702-838-7200 Fax: 702-838-3636

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From: Bruno Wolfenzon

Sent: Tuesday, November 25, 2014 3:47 PM

To: James Adams

Cc: Sandra Carelli, Jill Wolfenzon, Jonathan Rolle, Esq.

James,

It was a pleasure speaking to you today. Please confirm as the receiver for the Nancy Quon estate you have no objection to me representing D.R. Horton in any capacity in the High Noon at Arlington or any other case.

On behalf of D.R. Horton I have filed a writ in the First Light HOA v D.R. Horton case relating to subsequent purchasers as I explained in our phone call today. Joel Odou has filed a similar writ on the High Noon at Arlington Ranch HOA v. D.R. Horton case. We are seeking to have the writs consolidated for oral argument which has been set for January 7 for High Noon.

Horton would like me to argue the writs at the hearing. While the plaintiffs in those two cases have no objection to consolidating the matters for oral argument, the High Noon plaintiffs do not want me to argue the motion in their case claiming there is a conflict of interest with the HOA and one with you as the receiver for the Quon estate because they claim the more they recover for the claim, the more the Quon estate receives. I have no knowledge of any agreement you may have with them on behalf of the Quon estate, but have asked you to waive any conflict to the extent one may exist.

As we discussed, I acted as an expert for you as the receiver of the Nancy Quon estate putting a value on the work done by the Nancy Quon Law firm for the High Noon at Arlington Ranch HOA in a fee dispute between them. As such, I did not represent you as the receiver, the firm or the estate as an attorney, but acted only as an expert.

Secondly, your position as the receiver of the estate was adverse to the HOA just like Horton's position is adverse to the HOA. To the extent any documents were reviewed by me, they were not privileged as they were produced for the fee dispute, so any privilege the HOA may have had was waived. Additionally, had the HOA wished to maintain some sort of confidentiality related to the disclosed documents, they could have insisted on some protective order and agreement from any persons reviewing such documents. No such order or agreements exists.

Lastly, nothing I reviewed has any bearing on the arguments presented by the writ or any aspect of the case.

Thank you for orally waiving any such alleged conflicts and ask you respond to this email so I have in writing the terms of our agreement.

Enjoy the holiday.

Bruno Wolfenzon Esq.

Wolfenzon Rolle

www.wolfenzon.com

Cell: 858-229-7457

4690 Executive Dr., Ste. 125, San Diego, CA 92121

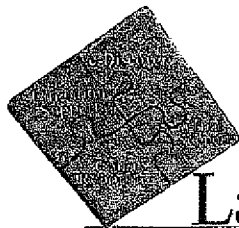
6725 Via Austi Pkwy. Ste. 260, Las Vegas, NV 89119

1105 Terminal Way, Suite 202, Reno, NV 89502

40 N. Central Ave., Suite 1417, Phoenix, Arizona 85004

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EXHIBIT 3



Lawyer Solutions Group



Partners

Carey Reno
careyr@lawyersolutionsgroup.com

Humberto Rodriguez
humberto@lawyersolutionsgroup.com

Ron Romero
ronr@lawyersolutionsgroup.com

Court Reporting

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Imaging

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War Room Support

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Animations

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June 28, 2013

Melissa Bybee, Esq.
Angius & Terry
1120 N. Town Center Drive, Suite 260
Las Vegas, Nevada 89144

Re: Quon vs. High Noon at Arlington Ranch HOA
Deponent: Bruno Wolfenzon, Esq.
Date: 4/11/2013

Dear Ms. Bybee,

Enclosed please find the unsigned and sealed original deposition transcript of in the above-referenced matter.

We are hereby releasing the transcript into your care and custody. Should you have any questions or comments, please feel free to contact me.

Very truly yours,

Maryie Musni
Lawyer Solutions Group, LLC

cc: Assly Sayyar, Esq.
Erika Pike Turner, Esq.

EXHIBIT 4

From: **Joel D. Odou** <jodou@wshblaw.com>

Date: Thu, Sep 18, 2014 at 3:39 PM

Subject: FW: High Noon at Arlington Ranch / Our File No. 2534.2 re: CONSOLIDATION OF WRIT PETITIONS

To: Bruno Wolfenzon <bruno@wolfenzon.com>, Jill Wolfenzon <jill@wolfenzon.com>

Hi

Angius & Terry wants to consolidate Arlington Ranch with one of the First Light cases.

Is this something we would want to do?

Joel D. Odou

Partner | Wood, Smith, Henning & Berman LLP

7674 West Lake Mead Boulevard, Suite 150 | Las Vegas NV 89128

jodou@wshblaw.com | TEL [702.251.4101](tel:702.251.4101) |

FAX [702.251.5405](tel:702.251.5405) Cell [702.498-2134](tel:702.498-2134)

I-Phone E-mail joelodou@me.com

WSH&B

CALIFORNIA • NEVADA • ARIZONA • COLORADO • WASHINGTON • OREGON • NEW JERSEY • NEW YORK

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From: David Bray [<mailto:dbray@angius-terry.com>]

Sent: Friday, September 05, 2014 3:39 PM

To: Joel D. Odou

Cc: Holly Woodard

Subject: High Noon at Arlington Ranch / Our File No. 2534.2 re: CONSOLIDATION OF WRIT PETITIONS

Joel,

Good afternoon! I am writing to inquiry whether your client would be willing to stipulate to a consolidation of Plaintiff's Writ Petition re: Partial MSJ precluding Subsequent Owners in the High Noon at Arlington Ranch case (NV Supreme Court Case 65456) with the Writ Petition that has been filed by DR Horton in the First Light case (NV Supreme Court Case #65993). The Writ Petitions are nearly identical with the only differences being the underlying communities and the

ultimately disposition by the District Court (DR Horton's MSJ in High Noon was Granted, whereas in First Light it was denied).

Plaintiff could certainly seek consolidation via Motion, but believed it was prudent to first see if it is something your client would be agreeable to. I know Bruno Wolfenzon's office filed the Writ Petition in First Light as DR Horton's counsel, so we would also need to get his signature for the stipulation, but I first wanted to check to see if it was even something your client would be agreeable to. Thanks!



David Bray

ANGIUS & TERRY LLP

PHONE 702-990-2017 | FAX 702-990-2018

dbray@angius-terry.com

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Bruno Wolfenzon Esq.

Wolfenzon Rolle

www.wolfenzon.com

Cell: 858-229-7457

4690 Executive Dr., Ste. 125, San Diego, CA 92121

6725 Via Austi Pkwy. Ste. 260, Las Vegas, NV 89119

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40 N. Central Ave., Suite 1417, Phoenix, Arizona 85004

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EXHIBIT 5

From: **David Bray** <dbray@angius-terry.com>
Date: Wed, Oct 22, 2014 at 11:16 AM
Subject: RE: First Light HOA & High Noon at Arlington Ranch HOA
To: Bruno Wolfenzon <bruno@wolfenzon.com>
Cc: "Jonathan Rolle, Esq." <jrolle@wolfenzon.com>, "Joel D. Odou" <jodou@wshblaw.com>

Good morning. Pursuant to our conversation, I have attached to proposed Stipulation to consolidate the writ petitions for First Light (Case No.: 65993) and High Noon at Arlington Ranch (Case No.: 65456) for the limited purpose of oral argument, if the Court requests oral argument. Let me know if you are agreeable to the attached Stipulation or if there are any changes you think should be included. Thanks!



David Bray

ANGIUS & TERRY LLP

PHONE 702-990-2017 | FAX 702-990-2018

dbray@angius-terry.com

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From: Bruno Wolfenzon [<mailto:bruno@wolfenzon.com>]
Sent: Wednesday, October 22, 2014 10:50 AM
To: David Bray
Cc: Jonathan Rolle, Esq.; Joel D. Odou
Subject: First Light HOA & High Noon at Arlington Ranch HOA

We spoke today and you will forward me the stipulation to have the oral hearings in both cases held on the same day at the Supreme Court. Horton's only request is either Joe or I, at their discretion, be allowed to argue both cases, so only one of us has to travel to Carson City.

I understand Mr. Cisneros is reviewing the stipulation for suggestions now and you will forward it to me later today.

Bruno Wolfenzon Esq.

Wolfenzon Rolle

www.wolfenzon.com

Cell: 858-229-7457

4690 Executive Dr., Ste. 125, San Diego, CA 92121

6725 Via Austi Pkwy. Ste. 260, Las Vegas, NV 89119

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EXHIBIT 5-A

1 IN THE SUPREME COURT OF THE STATE OF NEVADA

2 *Supreme Court Case No. 65456*
3 **District Court Case No. A542616**

4 HIGH NOON AT ARLINGTON RANCH HOMEOWNERS ASSOCIATION,
5

6 *Petitioner,*

7 v.

8 EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA,
9 IN AND FOR THE COUNTY OF CLARK;
THE HONORABLE SUSAN H. JOHNSON

10 *Respondents,*

11 And

12 D.R. HORTON, INC.,

13 *Real Party in Interest*
14

15 IN THE SUPREME COURT OF THE STATE OF NEVADA

16 *Supreme Court Case No. 65993*
17 **District Court Case No. A499743**

18 D.R. HORTON, INC., a Delaware Corporation,
19

20 *Petitioner,*

21 v.

22 THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA,
23 IN AND FOR THE COUNTY OF CLARK; AND THE
THE HONORABLE ALLAN R. EARL, DISTRICT JUDGE,

24 *Respondents,*

25 And

26 FIRST LIGHT HOMEOWNERS ASSOCIATION, a Nevada non-profit
27 Corporation, for itself and for all others similarly situated,
28

Real Party in Interest

1 **STIPULATION TO CONSOLIDATE TWO RELATED WRIT**
2 **PETITIONS FOR THE LIMITED PURPOSES OF ORAL ARGUMENT**

3 Petitioner D.R. Horton, Inc., by and through its attorneys, the law firm of
4 Wolfenzon Rolle and Real Party in Interest, First Light Homeowners Association,
5 by and through its attorneys, the law firm of Maddox, Isaacson & Cisneros and
6 Petitioner, High Noon at Arlington Ranch Homeowner Association, by and
7 throughout its attorneys, the law firm of Angius & Terry, and Real Party in
8 Interest, D.R. Horton, Inc., by and through its attorneys, the law firm of Wood,
9 Smith, Henning & Berman, hereby stipulate and agree that the two related cases
10 pending before this Court, *D.R. Horton, Inc. v. Eighth Judicial District Court*, Case
11 No. 65993 & *High Noon at Arlington Ranch Homeowners Association v. Eighth*
12 *Judicial District Court*, Case No. 65456 be consolidated into a single case for the
13 limited purpose of oral argument, if oral argument is requested by this Court.
14
15
16
17
18

19 Supreme Court Case No.: 65993 and Supreme Court Case No.: 65456
20 pertain to writ petitions of orders concerning the same issues of law. Moreover,
21 both writ petitions involve the same developer, D.R. Horton, Inc. Currently, both
22 matters have been fully briefed by all parties. The parties hereby stipulate that the
23 consolidation into a single case would be for the limited purpose of oral argument,
24 if oral argument is requested by this Court. As such, in an effort to preserve
25 judicial resources and litigation expenses, the parties stipulate that if oral argument
26
27
28

1 is requested by this Court that the matters be consolidated into a single hearing,
2 with the caveat that all parties reserve their right to provide their own oral
3 arguments at the time of the hearing.
4

5 DATED this _____ day of October, 2014.
6

7
8 MADDOX, ISAACSON & CISNEROS, LLP
9

10 By: _____
11 Robert C. Maddox, Esq., NV Bar No. 4002
12 Troy L. Isaacson, Esq., NV Bar No. 6690
13 Norberto J. Cisneros, Esq., NV Bar No. 8782
14 Barbara M. McDonald, Esq., NV Bar No. 11651
15 3811 W. Charleston Blvd., Suite 110
16 Las Vegas, NV 89102

17 James R. Christensen, Esq., NV Bar No. 3861
18 JAMES R. CHRISTENSEN, P.C.
19 630 S. Third Street
20 Las Vegas, NV 89101
21 *Attorneys for Real Party in Interest*
22 *Fist Light Homeowners Association*

23 WOLFENZON ROLLE
24

25 By: _____
26 Bruno Wolfenzon, Esq., NV Bar No. 6177
27 Jonathan P. Rolle, Esq., NV Bar No. 4367
28 6725 Via Austi Pkwy., Suite 260
Las Vegas, NV 89119
Attorneys for Petitioner
D.R. Horton, Inc.

1 ANGIUS & TERRY LLP

2
3
4 By: _____

5 Paul P. Terry, Jr., Esq. NV Bar No. 7192

6 Scott P. Kelsey, Esq., NV Bar No. 7770

7 David M. Bray, Esq., NV Bar No. 12706

8 1120 N. Town Center Dr., Suite 260

9 Las Vegas, NV 89144

10 *Attorneys for Petitioner High Noon*

11 *At Arlington Ranch Homeowners Assn.*

12
13
14 WOOD, SMITH, HENNING & BERMAN LLP

15
16 By: _____

17 Joel D. Odou, Esq., NV Bar No. 7468

18 Victoria Hightower, Esq., NV Bar No. 10897

19 7674 W. Lake Mead Blvd., Suite 150

20 Las Vegas, NV 89128

21 *Attorneys for Real Party in Interest*

22 *D.R. Horton, Inc.*

EXHIBIT 6

From: Bruno Wolfenzon <bruno@wolfenzon.com>
Date: Fri, Nov 7, 2014 at 12:12 PM
Subject: Re: First Light HOA & High Noon at Arlington Ranch HOA
To: David Bray <dbray@angius-terry.com>
Cc: "Jonathan Rolle, Esq." <jrolle@wolfenzon.com>, "Joel D. Odou" <jodou@wshblaw.com>

I made a few revisions. If the attached meets with your approval, please let us know so we can sign and file it.

On Wed, Oct 22, 2014 at 11:16 AM, David Bray <dbray@angius-terry.com> wrote:

Good morning. Pursuant to our conversation, I have attached to proposed Stipulation to consolidate the writ petitions for First Light (Case No.: 65993) and High Noon at Arlington Ranch (Case No.: 65456) for the limited purpose of oral argument, if the Court requests oral argument. Let me know if you are agreeable to the attached Stipulation or if there are any changes you think should be included. Thanks!



David Bray

ANGIUS & TERRY LLP

PHONE 702-990-2017 | FAX 702-990-2018

dbray@angius-terry.com

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From: Bruno Wolfenzon [<mailto:bruno@wolfenzon.com>]
Sent: Wednesday, October 22, 2014 10:50 AM
To: David Bray
Cc: Jonathan Rolle, Esq.; Joel D. Odou
Subject: First Light HOA & High Noon at Arlington Ranch HOA

We spoke today and you will forward me the stipulation to have the oral hearings in both cases held on the same day at the Supreme Court. Horton's only request is either Joe or I, at their discretion, be allowed to argue both cases, so only one of us has to travel to Carson City.

I understand Mr. Cisneros is reviewing the stipulation for suggestions now and you will forward it to me later today.

Bruno Wolfenzon Esq.

Wolfenzon Rolle

www.wolfenzon.com

Cell: 858-229-7457

4690 Executive Dr., Ste. 125, San Diego, CA 92121

6725 Via Austi Pkwy. Ste. 260, Las Vegas, NV 89119

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EXHIBIT 6-A

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

2 Supreme Court No.: 65456
3 District Court Case No. A542616

4 HIGH NOON AT ARLINGTON RANCH HOMEOWNERS ASSOCIATION,

5 *Petitioner,*

6 v.

7 EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA, IN
8 AND FOR THE COUNTY OF CLARK;
 THE HONORABLE SUSAN H. JOHNSON

9 *Respondents,*

10 and

11 D.R. HORTON, INC.,

12 *Real Party in Interest*

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

14 Supreme Court No.: 65993
15 District Court Case No. A499743

16 D.R. HORTON, INC., a Delaware corporation,

17 *Petitioner,*

18 v.

19 EIGHTH JUDICIAL DISTRICT COURT of the State of Nevada, in and for the
20 COUNTY OF CLARK; and the HONORABLE ALLEN R. EARL, District Judge,

21 Respondents,

22 and

23 FIST LIGHT HOMEOWNERS ASSOCIATION,
24 a Nevada non-profit corporation, for itself and for all others similarly situated,

25 Real-Party-In-Interest.

26
27 **STIPULATION TO CONSOLIDATE TWO RELATED WRIT PETITIONS**
28 **FOR THE PURPOSES OF ORAL ARGUMENT**

1 Petitioner D.R. Horton, Inc., by and through its attorneys, of the law firm of
2 Wolfenzon Rolle and Real Party in Interest, First Light Homeowners Association,
3 by and through its attorneys, the law firm of Maddox, Isaacson & Cisneros and
4 Petitioner, High Noon at Arlington Ranch Homeowner Association, by and
5 through its attorneys, the law firm of Angius & Terry, and Real Party in Interest,
6 D.R. Horton, Inc., by and through its attorneys, the law firm of Wood, Smith,
7 Henning & Berman, hereby stipulate and agree that the two related cases pending
8 before this Court, *D.R. Horton, Inc. v. Eighth Judicial District Court*, Case No.
9 65993 & District Court Case No. A499743: and *High Noon at Arlington Ranch*
10 *Homeowners Association v. Eighth Judicial District Court*, Case No. 65456 &
11 District Court Case No. A542616 be consolidated into a single case for the purpose
12 of oral argument, if oral argument is requested by this Court.

13 Supreme Court Case No.: 65993 and Supreme Court Case No. 65456 pertain
14 to writ petitions of orders concerning the same issues of law. Moreover, both writ
15 petitions involve the same developer, D.R. Horton, Inc. Currently, both matters
16 have been fully briefed by all parties. The parties hereby stipulate that the
17 consolidation into a single case would be for the purpose of oral argument. The
18 Court on November 3, 2014 entered an Order scheduling oral argument on the next
19 available calendar in the *High Noon at Arlington Ranch Homeowners Association*
20 *v. Eighth Judicial District Court*, Case No. 65456. As such, in an effort to preserve
21 judicial resources and litigation expenses it is requested that the matters be
22 consolidated into a single hearing.

23 That counsel for the respective parties be allowed to appear and argue the
24 case and to apportion their respective time allowed for oral argument. That the
25 appearance of counsel for D.R. Horton, Inc., Wolfenzon Rolle, and Wood Smith
26 Henning & Berman LLP, be allowed to appear on behalf of D.R. Horton, Inc. in
27 Supreme Court case 65456 and District Court Case No. A542616 and Supreme
28

1 Court case 65993 and District Court Case No. A499743; to represent and argue the
2 cases and any objections to the appearance of D.R. Horton's attorneys, if any, in
3 any of the cases are hereby waived by the parties.
4

5 DATED this ____ day of November, 2014.
6

7 MADDUX, ISAACSON & CISNEROS, LLP
8

9 By: _____
10 Robert C. Maddox, Esq. NV Bar No. 4002
11 Troy L. Isaacson, Esq., NV Bar No. 6690
12 Norberto J. Cisneros, Esq., NV Bar No. 8782
13 Barbara M. McDonald, Esq., NV Bar No. 11651
14 3811 W. Charleston Blvd., Ste. 110
15 Las Vegas, NV 89102

16 James R. Christensen, Esq. NV Bar No. 3861
17 JAMES R. CHRISTENSEN, P.C.
18 630 S. Third Street
19 Las Vegas, NV 89101
20 *Attorneys for Real Party in Interest*
21 *First Light Homeowners Association*

22 WOLFENZON ROLLE
23

24 By: _____
25 Bruno Wolfenzon, Esq. NV Bar No. 6177
26 Jonathan P. Rolle, Esq., NV Bar No. 4367
27 6725 Via Austi Parkway, Ste. 260
28 Las Vegas, NV 89119
Attorneys for Petitioner
D.R. Horton, Inc.

1 ANGUIS & TERRY LLP

2 By: _____

3 Paul P. Terry, Jr., Esq., NV Bar No. 7192

4 Scott P. Kelsey, Esq., NV Bar No. 7770

5 David M. Bray, Esq., NV Bar No. 12706

6 1120 N. Town Center Dr., Ste. 260

7 Las Vegas, NV 89144

8 *Attorneys for Petitioner High Noon at*

9 *Arlington Ranch Homeowners Assn.*

10 WOOD SMITH HENNING & BERMAN LLP

11 By: _____

12 Joel D. Odou, Esq., NV Bar No. 7468

13 Victoria Hightower, Esq., NV Bar No. 10897

14 7674 W. Lake Mead Blvd., Ste. 150

15 Las Vegas, NV 89128

16 *Attorneys for Real Party in Interest*

17 *D.R. Horton, Inc.*

18

19

20

21

22

23

24

25

26

27

28

EXHIBIT 7

From: **Scott P. Kelsey** <skelsey@angius-terry.com>
Date: Fri, Nov 21, 2014 at 10:33 AM
Subject: RE: First Light HOA & High Noon at Arlington Ranch HOA
To: Bruno Wolfenzon <bruno@wolfenzon.com>, David Bray <dbray@angius-terry.com>
Cc: "Jonathan Rolle, Esq." <jrolle@wolfenzon.com>, "Joel D. Odou" <jodou@wshblaw.com>, Paul Terry <pterry@angius-terry.com>

Bruno:

Good morning! Our position on this being new information to us is correct, as nobody that is currently with Angius & Terry and is working on this matter currently was aware of this issue and knew specifically about your role and your deposition.

Also, correct me if I am wrong, but my current understanding is that your role was as an expert arguing that Nancy Quon's actions were justified and that her Estate is entitled to recover from the lawsuit. As a result, you must have had access to all of Ms. Quon's records, including her attorney-client and work product materials, in order to form your opinions. In addition, if DR Horton prevails on the Writ, Ms. Quon's Estate collects less from the litigation.

Based on the foregoing, if in fact accurate, please advise how you do not have a direct and irreconcilable conflict of interest in acting as an attorney for DR Horton in the High Noon at Arlington Ranch matter? Thank you!



Scott Kelsey | Senior Associate Attorney

ANGIUS & TERRY LLP

1120 TOWN CENTER DRIVE, SUITE 260
LAS VEGAS, NV 89144

Phone: 702-990-2017 | Fax: 702-990-2018

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From: Bruno Wolfenzon [<mailto:bruno@wolfenzon.com>]
Sent: Thursday, November 20, 2014 2:40 PM
To: David Bray
Cc: Jonathan Rolle, Esq.; Joel D. Odou; Scott P. Kelsey; Paul Terry
Subject: Re: First Light HOA & High Noon at Arlington Ranch HOA

Thanks David, I understand your position and there will be no stipulation to join the oral arguments.

Just to set the record straight, there is no conflict if I were to represent D.R. Horton as an attorney in the High Noon at Arlington Ranch case. I acted as an expert for the receiver of the Nancy Quon Estate against High Noon at Arlington Ranch HOA in a fee dispute. I was not acting as an attorney representing a party. Even if I was, the receiver was in opposition to the HOA. It is also disingenuous for Angus & Terry to say they just found out about this when they were the ones who deposed me in my role as an expert.

On Thu, Nov 20, 2014 at 12:15 PM, David Bray <dbray@angius-terry.com> wrote:

Bruno,

Good morning. In discussing the issues further with Paul Terry and Scott Kelsey, we have decided not to consolidate the writ petitions and instead will simply be moving forward with the cases separately for the purposes of oral argument before the Nevada Supreme Court (which has now been set in our matter for January 7, 2015). In light of learning of your retention as an expert in a matter involving the High Noon HOA, and us being completely unaware of this issue previously, we cannot agree to waive what we believe to be a conflict of interest in you arguing on behalf of DR Horton, Inc. We know that our client will not agree to waive this conflict, nor will we recommend them doing so.

Furthermore, Scott has had some discussions with Troy Issacson on the issue and their thoughts on the same, and it appears that their office is also unwilling to waive the conflict either by way of the circulated Stipulation and your requested amendments to the same. We do appreciate your candor in explaining why you felt the additional language was necessary, but we have to look out for the best interests of our client and thereby retract our request for the Stipulation in light of the new information. Thanks.

David Bray

ANGIUS & TERRY LLP

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dbray@angius-terry.com

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On Nov 18, 2014, at 4:28 PM, Bruno Wolfenzon <bruno@wolfenzon.com> wrote:

The Supreme Court just set oral argument for High Noon at Arlington Ranch for Jan. 7, 2015. If we are going to consolidate it with First Light, we need to do so asap.

On Mon, Nov 10, 2014 at 9:56 AM, David Bray <dbray@angius-terry.com> wrote:

The only issue I have is that the last sentence is too broad in scope:

That the appearance of counsel for D.R. Horton, Inc., Wolfenzon Rolle, and Wood Smith Henning & Berman LLP, be allowed to appear on behalf of D.R. Horton, Inc. in Supreme Court case 65456 and District Court Case No. A542616 and Supreme Court case 65993 and District Court Case No. 499743; to represent and argue the case and any objections to the appearance of D.R. Horton's attorneys, if any, in any of the cases are hereby waived by the parties

The instant language sounds as if Plaintiffs would be waiving any objections to counsel for D.R. Horton appearing in either the Supreme Court or the District Court cases – meaning High Noon HOA would be waiving its objection to Wolfenzon Rolle in its District Court case (i.e., upon remand). I don't believe this would be something Plaintiffs would be agreeable to. Perhaps we could change the instant clause to include the follow to make sure the consolidation is limited in its purpose:

That the appearance of counsel for D.R. Horton, Inc., Wolfenzon Rolle, and Wood Smith Henning & Berman LLP, be allowed to appear on behalf of D.R. Horton, Inc. in Supreme Court case 65456 and District Court Case No. A542616 and Supreme Court case 65993 and District Court Case No. 499743; to represent and argue the case at oral argument before the Nevada Supreme Court and any objections to the appearance of D.R. Horton's attorneys, if any, in any of the cases are hereby waived by the parties.

Let me know if this additional language is agreeable. Thanks!

<image001.jpg>

David Bray

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From: Bruno Wolfenzon [mailto:bruno@wolfenzon.com]
Sent: Friday, November 07, 2014 12:13 PM
To: David Bray
Cc: Jonathan Rolle, Esq.; Joel D. Odou
Subject: Re: First Light HOA & High Noon at Arlington Ranch HOA

I made a few revisions. If the attached meets with your approval, please let us know so we can sign and file it.

On Wed, Oct 22, 2014 at 11:16 AM, David Bray <dbray@angius-terry.com> wrote:

Good morning. Pursuant to our conversation, I have attached to proposed Stipulation to consolidate the writ petitions for First Light (Case No.: 65993) and High Noon at Arlington Ranch (Case No.: 65456) for the limited purpose of oral argument, if the Court requests oral argument. Let me know if you are agreeable to the attached Stipulation or if there are any changes you think should be included. Thanks!

<image001.jpg>

David Bray

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From: Bruno Wolfenzon [mailto:bruno@wolfenzon.com]
Sent: Wednesday, October 22, 2014 10:50 AM
To: David Bray
Cc: Jonathan Rolle, Esq.; Joel D. Odou
Subject: First Light HOA & High Noon at Arlington Ranch HOA

We spoke today and you will forward me the stipulation to have the oral hearings in both cases held on the same day at the Supreme Court. Horton's only request is either Joe or I, at their discretion, be allowed to argue both cases, so only one of us has to travel to Carson City.

I understand Mr. Cisneros is reviewing the stipulation for suggestions now and you will forward it to me later today.

Bruno Wolfenzon Esq.

Wolfenzon Rolle

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