

NO. 69333

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Douglas County
District Court Clerk

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2015 DEC -1 AM 11:16

ROBERT P. WILLIAMS
CLERK
BY *[Signature]* DEPUTY

CASE NO.: 11-CV-0296
DEPT. NO.: II

This document does not contain personal information of any person.

THE NINTH JUDICIAL DISTRICT COURT OF NEVADA
IN AND FOR THE COUNTY OF DOUGLAS

FILED

DEC 09 2015

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY *[Signature]* DEPUTY CLERK

PEGGY CAIN, an individual; JEFFREY CAIN,
an individual; and HELI OPS
INTERNATIONAL, LLC, an Oregon limited
liability company,

Plaintiffs,

v.

D.R. RAWSON, an individual;
C4 WORLDWIDE, INC., a Nevada corporation;
RICHARD PRICE, an individual; JOE BAKER,
an individual; MICKEY SHACKELFORD,
an individual; MICHAEL K. KAVANAGH,
an individual; and JEFFREY EDWARDS, an
individual.

Defendants.

NOTICE OF APPEAL

COME NOW Plaintiffs, PEGGY CAIN, JEFFREY CAIN and HELI OPS
INTERNATIONAL, LLC, (hereinafter collectively referred to as "the Cains"), by and through
their counsel of record, Matuska Law Offices, Ltd., Michael L. Matuska, and hereby appeal to the
Supreme Court of Nevada from the following order(s):

1. *Order Granting Summary Judgment as to Richard Price and Mickey Shackelford*
entered on November 5, 2015;
2. *Order Denying Plaintiffs' Third Motion to Compel* entered on May 8, 2015;

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TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
DEPUTY CLERK

MATUSKA LAW OFFICES, LTD.
2310 South Carson Street, Suite 6
Carson City, NV 89701
(775) 350-7220

1 3. *Order Granting In Part Defendant Joe Baker's Motion for Judgment on the*
2 *Pleadings and Denying Plaintiff's Cross-Motion for Judgment on the Pleadings* entered on July
3 28, 2015:

4 4. *Order Granting, In Part, Joe Baker's Motion for (1) Hearing and/or to Bifurcate*
5 *Trial and (2) to Stay a Portion of Trial Proceedings* entered on August 17, 2015.
6

7
8 Dated this 30th day of November 2015.

9 MATUSKA LAW OFFICES, LTD.

10
11 By: 

12 MICHAEL L. MATUSKA, SBN 5711
13 2310 South Carson Street, Suite 6
14 Carson City, NV 89701
15 Attorneys for Plaintiffs
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MATUSKA LAW OFFICES, LTD.
2310 South Carson Street, Suite 6
Carson City NV 89701
(775) 350-7220

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Matuska Law Offices, Ltd., and that on the 30th day of November 2015, I served a true and correct copy of the preceding document entitled **NOTICE OF APPEAL** as follows:

Richard A. Oshinski, Esq.
Mark Forsberg, Esq.
Oshinski & Forsberg, Ltd.
504 East Musser Street, Suite 302
Carson City NV 89701

Attorneys for Defendants
Richard Price and Mickey Shackelford

☒ **BY U.S. MAIL:** I deposited for mailing in the United States mail, with postage fully prepaid, an envelope containing the above-identified document(s) at Carson City, Nevada, in the ordinary course of business.

☐ **BY EMAIL ONLY:**

☐ **BY PERSONAL SERVICE:** I personally delivered the above-identified document(s) by hand delivery to the office(s) of the person(s) named above.

☐ **BY FACSIMILE:**

☐ **BY FEDERAL EXPRESS ONE-DAY DELIVERY.**

☐ **BY MESSENGER SERVICE:** I delivered the above-identified document(s) to Reno-Carson Messenger Service for delivery.


LIZ STERN, ALS

MATUSKA LAW OFFICES, LTD.
2310 South Carson Street, Suite 6
Carson City, NV 89701
(775) 350-7220

CASE NO.: 11-CV-0296

DEPT. NO.: II

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2015 DEC -1 AM 11:15

Douglas County

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ROBERT R. WILLIAMS
CLERK

BY [Signature] DEPUTY

THE NINTH JUDICIAL DISTRICT COURT OF NEVADA
IN AND FOR THE COUNTY OF DOUGLAS

PEGGY CAIN, an individual; JEFFREY CAIN,
an individual; and HELI OPS
INTERNATIONAL, LLC, an Oregon limited
liability company.

Plaintiffs.

v.

D.R. RAWSON, an individual;
C4 WORLDWIDE, INC., a Nevada corporation;
RICHARD PRICE, an individual; JOE BAKER,
an individual; MICKEY SHACKELFORD,
an individual; MICHAEL K. KAVANAGH,
an individual; and JEFFREY EDWARDS, an
individual,

Defendants.

CASE APPEAL STATEMENT

COME NOW Plaintiffs, PEGGY CAIN, JEFFREY CAIN and HELI OPS
INTERNATIONAL, LLC, (hereinafter collectively referred to as "the Cains"), by and through
their counsel of record, Matuska Law Offices, Ltd., Michael L. Matuska, and hereby file this Case
Appeal Statement as follows:

1. Name of Appellant filing this Case Appeal Statement:

PEGGY CAIN, JEFFREY CAIN and HELI OPS INTERNATIONAL, LLC

2. Name of the judge issuing the decision, judgment, or order appealed from:

Hon. Thomas W. Gregory

///

3. Name of each Appellant and counsel for each appellant:

PEGGY CAIN, JEFFREY CAIN and HELI OPS INTERNATIONAL, LLC

Counsel: Matuska Law Offices, Ltd., Michael L. Matuska, 2310 S. Carson Street, Suite 6,
Carson City, Nevada 89701

4. Name of each Respondent and counsel for each Respondent:

Richard Price, Mickey Shackelford

Counsel: Oshinski & Forsberg, Ltd., Mark Forsberg, Esq., 504 East Musser Street,
Suite 302 Carson City NV 89701

5. Name of Any Attorney Not Licensed to Practice Law in Nevada and Whether the Attorney has Been Granted Permission to Appear under SCR 42:

None

6. Whether Appellant's Counsel in the District Court was Appointed or Retained:

Retained

7. Whether Appellant's Counsel on Appeal was Appointed or Retained:

Retained.

8. In Forma Pauperis:

None of the parties requested or were granted leave to proceed *in forma pauperis*

9. The Date the Proceedings Commenced in the District Court:

Complaint – September 14, 2011

10. Brief Description of the Nature of the Action and Result in District Court:

This case involves various claims of Plaintiffs/Appellants for fraud and diversion of funds in connection with a securities investment. On February 20, 2010, prior to filing the action, Defendants agreed to pay \$20,000,000 and to surrender the securities if Plaintiffs were not paid. Defendants failed to pay the amount due or surrender the securities. Plaintiffs filed their Complaint on September 14, 2011. Plaintiffs have settled with or obtained judgments against all Defendants except Respondents Richard Price and Mickey Shackelford. On May 8, 2015, Hon.

1 Thomas W. Gregory denied Plaintiffs' Third Motion to Compel which sought financial
2 information as evidence of the misallocation and commingling of funds and upon which to base
3 the claim for punitive damages. On July 28, 2015, Judge Gregory granted in part Defendant Joe
4 Baker's Motion for Judgment on the Pleadings. Judge Gregory ruled that the Defendants obtained
5 the benefit of the release clause in the February 20, 2010 settlement agreement, even though the
6 Defendants never paid the amounts due or surrendered the securities. On August 17, 2015, Judge
7 Gregory ruled that he would try the continuing objections to personal jurisdiction as well as the
8 claim to pierce the corporate veil in a bifurcated proceeding prior to the jury trial. On November
9 5, 2015, Judge Gregory made his prior ruling on the Motion for Judgment on the Pleadings a final
10 summary judgment.
11

12 11. Prior or Related Proceedings in the Supreme Court:

13 None
14

15 12. Possibility of a Settlement:

16 Appellant believes this case is appropriate for settlement.
17

18 Dated this 30th day of November 2015.
19

20 MATUSKA LAW OFFICES, LTD.

21 By: 

22 MICHAEL L. MATUSKA, SBN 5711
23 2310 South Carson Street, Suite 6
24 Carson City, NV 89701
25 Attorneys for Plaintiffs
26
27
28

MATUSKA LAW OFFICES, LTD.
2310 South Carson Street, Suite 6
Carson City, NV 89701
(775) 350-7220

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Matuska Law Offices, Ltd., and that on the 30th day of November 2015, I served a true and correct copy of the preceding document entitled **CASE APPEAL STATEMENT** as follows:

Richard A. Oshinski, Esq.
Mark Forsberg, Esq.
Oshinski & Forsberg, Ltd.
504 East Musser Street, Suite 302
Carson City NV 89701

Attorneys for Defendants
Richard Price and Mickey Shackelford

☒ **BY U.S. MAIL:** I deposited for mailing in the United States mail, with postage fully prepaid, an envelope containing the above-identified document(s) at Carson City, Nevada, in the ordinary course of business.

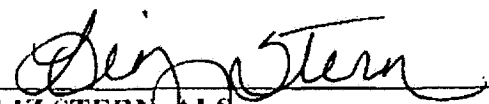
☐ **BY EMAIL ONLY:**

☐ **BY PERSONAL SERVICE:** I personally delivered the above-identified document(s) by hand delivery to the office(s) of the person(s) named above.

☐ **BY FACSIMILE:**

☐ **BY FEDERAL EXPRESS ONE-DAY DELIVERY.**

☐ **BY MESSENGER SERVICE:** I delivered the above-identified document(s) to Reno-Carson Messenger Service for delivery.


LIZ STERN, ALS

9TH JUDICIAL DISTRICT COURT
Bobbie R. Williams
Clerk of the Court
Ph 782-9820 Fax 782-9954
1038 Buckeye Rd.
P.O. Box 218
Minden, NV 89423-0000
(775)-782-9820, TTY for Deaf: (775)-782-9964
(775) 782-9820

12/09/15

Case Number: 11-CV-00296-DC CD
Date Filed: 09/14/11
Status: Re-Open
Judge Assigned: Gibbons, Michael

Cain, Et Al Vs Rawson, Et Al

C A S E H I S T O R Y

INVOLVED PARTIES

Type	Num	Name (Last, First, Mid, Title)	Dispo	Entered
PLT	001	Cain, Peggy		09/14/11
PLT	002	Cain, Jeffrey		09/14/11
		Attorney: 5711 Matuska, Michael L Brooke & Shaw P. O. Box 2860 Minden, NV 89423 (702) 782-7171		
PLT	003	Heli Ops International, LLC		09/14/11
OTH	001	Rawson, Margaret L.		09/23/13
		Attorney: 7104 Mouglin, Robert P 7040 Laredo Street, Suite C Las Vegas, NV 89117 (702) 260-9500		
OTH	002	Kavanagh, Kathryn		10/03/13
OTH	003	Price, Richard		09/30/14
DEF	001	Rawson, D.R.		09/14/11
		Attorney: 000937 Chase, Kelly	Removed: 12/28/12	
		1111 Person, Proper	Removed: 10/02/13	
DEF	002	C4 Worldwide, Inc.		09/14/11
DEF	003	Price, Richard		09/14/11
		Attorney: 000937 Chase, Kelly	Removed: 01/28/13	
		1111 Person, Proper	Removed: 10/02/13	

004265 Forsberg, Mark
 1739 Bliss Court
 Carson City, NV 89701

Type Num	Name (Last, First, Mid, Title)	Dispo	Entered
DEF 004	Baker, Joe		09/14/11
	Attorney: 000937 Chase, Kelly	Removed: 01/11/13	
	6360 Johnson, Michael K P. O. Box 4848 Stateline, NV 89449 (775)588-4212		
DEF 005	Shackelford, Mickey		09/14/11
	Attorney: 000937 Chase, Kelly	Removed: 01/08/13	
	1111 Person, Proper	Removed: 04/01/13	
	004265 Forsberg, Mark 1739 Bliss Court Carson City, NV 89701		
	004127 Oshinski, Richard 600 E. William St. Ste 301 Carson City, NV 89701-4052		
DEF 006	Kavanagh, Michael K.		09/14/11
	Attorney: 000937 Chase, Kelly	Removed: 01/08/13	
	1111 Person, Proper	Removed: 10/02/13	
DEF 007	Edwards, Jeffrey		09/15/11
	Attorney: 000937 Chase, Kelly	Removed: 01/28/13	

CALENDAR EVENTS

Date	Time	Dur	Cer	Evnt	Jdg	L	Day	Of	Rslt	By	ResultDt	Jdg	T	Notice	Rec
10/07/13	01:30P	001	yes	CVPO	MPG		01	/01	CON	C	10/07/13	MPG	P		N
10/14/13	01:30P	001	yes	CVPO	MPG		01	/01	CON	C	10/14/13	MPG	P		N
01/02/14	10:00A	001	yes	CALL	MPG		01	/01	VAC	C	12/30/13	MPG	P		
08/10/15	02:30P	001	yes	PTC	TWG		01	/01	CON	C	08/10/15	TWG			N
09/15/15	09:00A	007	yes	CIJT	TWG		01	/04	VAC	C	08/10/15	TWG			
09/16/15	09:00A	007	yes	CIJT	TWG		02	/04	VAC	C	08/10/15				

Date Time Dur Cer Evnt Jdg L Day Of Rslt By ResultDt Jdg T Notice Rec

09/17/15	09:00A	007	yes	CIJT	TWG	03	/04	VAC	C	08/10/15	
09/18/15	09:00A	007	yes	CIJT	TWG	04	/04	VAC	C	08/10/15	
09/22/15	09:00A	007	yes	CIJT	TWG	01	/02	VAC	C	08/10/15	TWG
09/23/15	09:00A	007	yes	CIJT	TWG	02	/02	VAC	C	08/10/15	
12/08/15	09:00A	001	yes	MOTN	TWG	01	/03	VAC	C	11/09/15	TWG
12/09/15	09:00A	001	yes	MOTN	TWG	02	/03	VAC	C	11/09/15	
12/10/15	09:00A	001	yes	MOTN	TWG	03	/03	VAC	C	11/09/15	
04/19/16	09:00A	001	yes	CIJT	TWG	01	/04	VAC	C	11/09/15	TWG
04/20/16	09:00A	001	yes	CIJT	TWG	02	/04	VAC	C	11/09/15	
04/21/16	09:00A	001	yes	CIJT	TWG	03	/04	VAC	C	11/09/15	
04/22/16	09:00A	001	yes	CIJT	TWG	04	/04	VAC	C	11/09/15	
04/26/16	09:00A	001	yes	CIJT	TWG	01	/02	VAC	C	11/09/15	TWG
04/27/16	09:00A	001	yes	CIJT	TWG	02	/02	VAC	C	11/09/15	

JUDGE HISTORY

JUDGE ASSIGNED	Type	Assign	Date	Removal	RSN
MPG Gibbons, Michael	J	12/29/11			
DRG Gamble, David	J	09/14/11	DP	12/29/11	

DOCUMENT TRACKING

Num/Seq	Description	Filed	Received	Party	Routed	Ruling	Closed	User ID
001000	Complaint (Claims for Breach of Contract Fraud, and Civil Conspiracy) Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	09/14/11	DRG	PLT001		Moot	05/17/13	MB
002000	Summons Issued D.R. Rawson Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	09/14/11	DRG	PLT001		Moot	05/17/13	MB

Num/Seq	Description	Filed	Received	Party	Routed	Ruling	Closed	User ID
003000	Summons Issued - C4 Worldwide Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	09/14/11	DRG	PLT001		Moot	05/17/13	MB
004000	Summons Issued - Richard Price Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	09/14/11	DRG	PLT001		Moot	05/17/13	MB
005000	Summons Issued - Joe Baker Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	09/14/11	DRG	PLT001		Moot	05/17/13	MB
006000	Summons Issued - Mickey Shackelford Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	09/14/11	DRG	PLT001		Moot	05/17/13	MB
007000	Summons Issued - Michael Kavanagh Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	09/14/11	DRG	PLT001		Moot	05/17/13	MB
008000	Summons Issued - Jeffrey Edwards Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	09/14/11	DRG	PLT001		Moot	05/17/13	MB
009000	Summons Filed (Richard Price) Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	10/18/11	DRG	PLT001		Moot	05/17/13	MB
010000	Summons Filed (Joe Baker) Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	10/18/11	DRG	PLT001		Moot	05/17/13	MB
011000	Summons Filed (Jeffrey Edwards) Filed by PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC, , PLT001-Cain, Peggy	10/26/11	DRG	PLT002		Moot	05/17/13	MB
012000	Summons Filed (C4 Worldwide) Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	10/26/11	DRG	PLT001		Moot	05/17/13	MB
013000	Summons Filed (D.R. Rawson) Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	10/26/11	DRG	PLT001		Moot	05/17/13	MB
014000	Affidavit of Service Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	10/26/11	DRG	PLT001		Moot	05/17/13	MB
015000	Notice of Change of Law Firm Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	10/31/11	DRG	PLT001		Moot	05/17/13	MB

Num/Seq	Description	Filed	Received	Party	Routed	Ruling	Closed	User ID
016000	Summons Filed	11/17/11	DRG	000		Moot	05/17/13	HC
017000	Notice of Intent to Take Default Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	11/22/11	DRG	PLT001				MB MB
018000	Summons Filed Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	12/01/11	DRG	PLT001		Moot	05/17/13	MB MB
019000	Notice of and Motion to Dismiss, or in the Alternative, for a More Definite Statement Filed by DEF001-Rawson, D.R., DEF004-Baker, Joe, DEF005-Shackelford, Mickey, DEF006-Kavanagh, Michael K., DEF007-Edwards, Jeffrey, DEF002-C4 Worldwide, Inc.,	12/01/11	DRG	DEF001		Ruled	01/19/12	MB VB
020000	Opposition to Motion to Dismiss Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	12/22/11	DRG	PLT001		Moot	05/17/13	MB VB
021000	Peremptory Challenge Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	12/29/11	DRG	PLT001		Moot	05/17/13	MB VB
022000	Notice of Reassignment Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	12/29/11	DRG	PLT001				MB MB
023000	Reply Points and Authorities in Support of Motion to Dismiss, or in the Alternative, for a More Definite Statement Filed by DEF001-Rawson, D.R., DEF004-Baker, Joe, DEF005-Shackelford, Mickey, DEF007-Edwards, Jeffrey, DEF002-C4 Worldwide, Inc.,	01/04/12	MPG	DEF001		Moot	05/17/13	MB MB
024000	Order Denying Motion to Dismiss and Granting Leave to Amend	01/19/12	MPG	000		Moot	05/17/13	MB MB
025000	Answer Filed by DEF001-Rawson, D.R., DEF002-C4 Worldwide, Inc., , DEF003-Price, Richard, DEF004-Baker, Joe, DEF005-Shackelford, Mickey, DEF006-Kavanagh, Michael K., DEF007-Edwards, Jeffrey	02/02/12	MPG	DEF001				MB MB
026000	Request for Exemption From Arbitration	03/22/12	MPG	PLT001		Ruled	04/23/12	HC VB
027000	Order	04/23/12	MPG	000		Moot	05/17/13	MB VB
028000	Notice of Entry of Order Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	04/27/12	MPG	PLT001		Moot	05/17/13	MB VB

Num/Seq	Description	Filed	Received	Party	Routed	Ruling	Closed	User ID
029000	First Amended Complaint (Breach of Contract, Fraud, Negligence, Civil Conspiracy)	05/02/12	MPG	PLT001		Moot	05/17/13	N/A VB
030000	Demand for Jury Trial Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	06/14/12	MPG	PLT001		Moot	05/17/13	KW VB
031000	Plaintiffs' 16.1 Case Conference Report Filed by PLT003-Heli Ops International, LLC, , PLT002-Cain, Jeffrey, PLT001-Cain, Peggy	07/09/12	MPG	PLT003		Moot	05/17/13	KW VB
032000	Defendants' NRCP 16.1 Unilateral Case Conference Report Filed by DEF002-C4 Worldwide, Inc., , DEF001-Rawson, D.R., DEF003-Price, Richard, DEF004-Baker, Joe, DEF005-Shackelford, Mickey, DEF006-Kavanagh, Michael K.	07/11/12	MPG	DEF002		Moot	05/17/13	KW VB
033000	Notice of and Renewed Motion to Dismiss or for Summary Judgment Filed by DEF007-Edwards, Jeffrey, DEF006-Kavanagh, Michael K., DEF005-Shackelford, Mickey, DEF004-Baker, Joe, DEF003-Price, Richard, DEF002-C4 Worldwide, Inc., , DEF001-Rawson, D.R.	07/27/12	MPG	DEF007		Ruled	11/20/12	KW VB
034000	Opposition to Motion to Dismiss or for Summary Judgment Filed by PLT003-Heli Ops International, LLC, , PLT002-Cain, Jeffrey, PLT001-Cain, Peggy	08/31/12	DRG	PLT003		Moot	05/17/13	KW VB
035000	Affidavit of Jeffrey Cain Filed by PLT003-Heli Ops International, LLC, , PLT002-Cain, Jeffrey, PLT001-Cain, Peggy	08/31/12	DRG	PLT003		Moot	05/17/13	KW VB
036000	Affidavit of Michael Matuska Filed by PLT003-Heli Ops International, LLC, , PLT002-Cain, Jeffrey, PLT001-Cain, Peggy	08/31/12	DRG	PLT003		Moot	05/17/13	KW VB
037000	Statement of Undisputed Material Facts Filed by PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	08/31/12	DRG	PLT002		Moot	05/17/13	KW VB
038000	Affidavit of Dan Witt	09/04/12	DRG	000		Moot	05/17/13	KW VB
039000	Motion for Leave to File Second Amended Complaint Filed by PLT003-Heli Ops International, LLC, , PLT002-Cain, Jeffrey, PLT001-Cain, Peggy	09/14/12	MPG	PLT003		Ruled	11/20/12	KW VB
040000	Affidavit of Kerry Rucker	09/18/12	DRG	000		Moot	05/17/13	KW VB
041000	Reply Points and Authorities in Support of Renewed Motion to Dismiss or for Summary Judgment	09/28/12	DRG	DEF001		Moot	05/17/13	KW VB

Filed by DEF001-Rawson, D.R., DEF003-Price, Richard,
 DEF004-Baker, Joe, DEF005-Shackelford, Mickey, DEF006-Kavanagh,
 Michael K., DEF007-Edwards, Jeffrey, DEF002-C4 Worldwide, Inc.,

Num/Seq	Description	Filed	Received	Party	Routed	Ruling	Closed	User	ID
042000	Defendants' Statement of Facts; Re: Renewed Motion to Dismiss or for Summary Judgment Filed by DEF007-Edwards, Jeffrey, DEF006-Kavanagh, Michael K., DEF005-Shackelford, Mickey, DEF004-Baker, Joe, DEF003-Price, Richard, DEF002-C4 Worldwide, Inc., , DEF001-Rawson, D.R.	09/28/12	MPG	DEF007		Moot	05/17/13	KW	VB
043000	Affidavit of DR Rawson	09/28/12	MPG	DEF001		Moot	05/17/13	KW	VB
044000	Affidavit of Jeffrey Edwards	09/28/12	MPG	DEF007		Moot	05/17/13	KW	VB
045000	Affidavit of Joe Baker	09/28/12	MPG	DEF004		Moot	05/17/13	KW	VB
046000	Affidavit of Richard Price	09/28/12	MPG	DEF003		Moot	05/17/13	KW	VB
047000	Defendant's Opposition To Plaintiffs' Motion to File Second Amended Complaint	10/03/12	MPG	DEF001				N/A	VB
048000	Reply to Opposition to Plaintiffs' Motion for Leave to File Second Amended Complaint Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	10/09/12	DRG	PLT001		Moot	05/17/13	KW	VB
049000	Request for Oral Argument on Dispositive Motions (NJDCR 6(e)) Filed by DEF002-C4 Worldwide, Inc., , DEF001-Rawson, D.R., DEF003-Price, Richard, DEF004-Baker, Joe, DEF005-Shackelford, Mickey, DEF006-Kavanagh, Michael K., DEF007-Edwards, Jeffrey	10/12/12	MPG	DEF002		Moot	05/17/13	KW	VB
050000	Request for Submission Filed by PLT003-Heli Ops International, LLC, , PLT002-Cain, Jeffrey, PLT001-Cain, Peggy	10/16/12	MPG	PLT003		Moot	05/17/13	KW	VB
051000	Order Denying Renewed Motion to Dismiss Re Personal Jurisdiction or for Summary Judgment, and Granting Second Motion for Leave to Amend	11/20/12	MPG	000		Moot	05/17/13	KW	VB
052000	Motion for Leave to File Supplemental Points and Authorities in Opposition to Motion to Dismiss or for Summary Judgment Filed by PLT003-Heli Ops International, LLC, , PLT002-Cain, Jeffrey, PLT001-Cain, Peggy	11/20/12	MPG	PLT003		Moot	11/26/12	KW	VB
053000	Supplemental Points and Authorities in Opposition to Motion to Dismiss or for Summary Judgment Filed by PLT003-Heli Ops International, LLC, , PLT002-Cain, Jeffrey, PLT001-Cain, Peggy	11/20/12	MPG	PLT003		Moot	05/17/13	KW	VB

Num/Seq	Description	Filed	Received	Party	Routed	Ruling	Closed	User ID
054000	Withdrawal of Motion for Leave to File Supplemental Points and Authorities in Opposition to Motion to Dismiss or for Summary Judgment	11/26/12	MPG	000		Moot	05/17/13	BW VB
055000	Second Amended Complaint (Breach of Contract, Fraud, Negligence, Civil Conspiracy, Conversion, Constructive Trust)	11/27/12	MPG	PLT001		Moot	05/17/13	HC VB
056000	Notice of and Application for Order of Withdrawal of Attorney	12/13/12	MPG	000		Moot	05/17/13	HC VB
057000	Order Granting Withdrawal of Counsel	12/18/12	MPG	000		Moot	05/17/13	KW VB
058000	Partial Opposition to Notice of And Application for Order of Withdrawal of Attorney Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	12/21/12	MPG	PLT001		Moot	05/17/13	BW VB
059000	Substitution of Attorney	12/27/12	MPG	DEF001		Moot	05/17/13	KW VB
060000	Notice of Intent to Take Default	01/03/13	MPG	PLT001				N/A VB
061000	Notice of Intent to Take Default	01/07/13	MPG	PLT001				N/A VB
062000	Notice of Intent to Take Default	01/08/13	MPG	PLT001				N/A VB
063000	Substitution of Attorney	01/08/13	MPG	DEF006		Moot	05/17/13	N/A VB
064000	Substitution of Attorney	01/08/13	MPG	DEF005		Moot	05/17/13	N/A VB
065000	Substitution of Attorneys	01/10/13	MPG	DEF004		Moot	05/17/13	N/A VB
066000	Defendant Joe Baker's Answer to Second Amended Complaint	01/10/13	MPG	DEF004				N/A VB
067000	Notice of Intent to Take Default	01/15/13	MPG	PLT001				N/A VB
068000	Notice of Intent to Take Default	01/15/13	MPG	PLT001				N/A VB
069000	Default (Clerk's)	01/15/13	MPG	PLT001		Moot	05/17/13	N/A VB
070000	Application for Entry of Default	01/15/13	MPG	PLT001		Moot	05/17/13	N/A VB
071000	Notice of and Application for Order of Withdrawal of Attorney	01/17/13	MPG	DEF007		Moot	05/17/13	N/A VB
072000	Application for Entry of Default	01/23/13	MPG	DEF002		Moot	05/17/13	N/A VB
073000	Default	01/23/13	MPG	PLT001		Moot	05/17/13	N/A VB
074000	Application for Entry of Default	01/24/13	MPG	PLT001		Moot	05/17/13	N/A VB

Num/Seq	Description	Filed	Received	Party	Routed	Ruling	Closed	User ID
075000	Default	01/24/13		MPG	PLT001	Moot	05/17/13	N/A VB
076000	Application for Entry of Default	01/24/13		MPG	PLT001	Moot	05/17/13	N/A VB
077000	Default	01/24/13		MPG	PLT001	Moot	05/17/13	N/A VB
078000	Notice of Entry of Default	01/24/13		MPG	PLT001	Moot	05/17/13	N/A VB
079000	Order Granting Withdrawal of Counsel	01/28/13		MPG	000	Moot	05/17/13	KW VB
080000	Notice of Entry of Default	01/30/13		MPG	000	Moot	05/17/13	HC VB
081000	Notice of Entry of Order	02/01/13		MPG	DEF001	Moot	05/17/13	N/A VB
082000	Notice of Entry of Default	02/06/13		MPG	PLT001	Moot	05/17/13	N/A VB
083000	Notice of Entry of Default	02/06/13		MPG	PLT001	Moot	05/17/13	N/A VB
084000	Interrogatories	02/13/13		MPG	DEF005			N/A VB
085000	Answer	02/13/13		MPG	DEF005			N/A VB
086000	Answer	02/14/13		MPG	DEF007			HC HC
087000	Interrogatories	02/14/13		MPG	DEF007			HC HC
088000	Certificate of Service	02/14/13		MPG	DEF007	Moot	05/17/13	HC HC
089000	Answer	02/15/13		MPG	DEF003			N/A HC
090000	Answer	02/15/13		MPG	DEF003			N/A HC
091000	Verified Memorandum of Costs	03/14/13		MPG	PLT001	Moot	05/17/13	N/A HC
092000	Affidavit of Michael L. Matuska	03/14/13		MPG	PLT001	Moot	05/17/13	N/A HC
093000	Affidavit of Jeffrey K. Cain	03/14/13		MPG	PLT001	Moot	05/17/13	N/A HC
094000	Motion for Default Judgment	03/14/13		MPG	PLT001	Ruled	05/07/13	N/A VB
095000	Affidavit of Michael L. Matuska in Support of First Motion to Compel	03/21/13		MPG	PLT001	Moot	05/17/13	N/A VB
096000	Motion to Certify Judgment as Final	03/21/13		MPG	PLT001	Moot	05/17/13	N/A VB
097000	Plaintiff's first Motion to Compel	03/21/13		MPG	PLT001	Ruled	05/07/13	N/A VB
098000	Defendant Mickey Shackelford's Opposition to Plaintiff's Motion for Default Judgment and Motion to Set Aside Default Judgment	03/29/13		MPG	DEF005	Moot	05/17/13	N/A VB

Num/Seq	Description	Filed	Received	Party	Routed	Ruling	Closed	User ID
099000	Notice of Appearance	03/29/13		MPG DEF005		Moot	05/17/13	N/A VB
100000	Joe Baker's Opposition to Plaintiffs' First Motion to Compel; Motion for Sanctions	04/04/13		MPG DEF004		Moot	05/17/13	N/A VB
101000	Defendant Richard Price's Opposition to Plaintiffs' First Motion to Compel	04/08/13		MPG DEF003		Moot	05/17/13	N/A VB
102000	Affidavit of Michael L. Matuska in Support of Plaintiffs' Reply to Oppositions to First Motion to Compel	04/09/13		MPG PLT001		Moot	05/17/13	HC VB
103000	Reply to Oppositions to Motion to Compel	04/09/13		MPG PLT001		Moot	05/17/13	HC VB
104000	Reply to Opposition to Motion for Default Judgment and Request for Evidentiary Hearing	04/09/13		MPG PLT001		Ruled	05/07/13	HC VB
105000	Order Granting Motion to Compel in Part and for Attorney's Fees and Costs	05/07/13		MPG 000		Moot	05/17/13	N/A VB
106000	Order Granting Motion for Default Judgments and Setting Aside Default Judgment Against Mickey Shackelford	05/07/13		MPG 000		Moot	05/17/13	N/A VB
107000	Notice of Entry of Order	05/10/13		MPG PLT001		Moot	05/17/13	HC VB
108000	Notice of Entry of Order	05/10/13		MPG PLT001		Moot	05/17/13	HC VB
109000	Default Judgment	05/17/13		MPG 000		Moot	05/17/13	N/A VB
112000	Amended Notice of Entry of Order	05/17/13		MPG PLT001		Moot	10/18/13	N/A VB
110000	Judgment Entered Judgment	05/20/13	05/20/13	MPG 000	05/20/13	Moot	05/20/13	N/A VB
111000	Notice of Recorded Judgment Judgment	05/20/13	05/20/13	MPG 000	05/20/13	Moot	05/20/13	N/A VB
113000	Notice of Entry of Default Judgment	05/21/13		MPG PLT001		Moot	10/18/13	N/A VB
114000	Affidavit of Costs	06/04/13		MPG 000		Moot	10/18/13	HC VB
115000	Writ of Execution Issued (Defendant Dr. Rawson)	06/04/13		MPG 000		Moot	10/18/13	HC VB
116000	Writ of Execution Issued (Defendant C4 Worldwide)	06/04/13		MPG 000		Moot	10/18/13	HC VB
117000	Writ of Execution Issued (Defendant Michael K. Kavanagh)	06/04/13		MPG 000		Moot	10/18/13	HC VB

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118000	Writ of Execution Issued	06/14/13		MPG	PLT001	Moot	10/18/13	N/A VB
119000	Affidavit of Costs	06/14/13		MPG	PLT001	Moot	10/18/13	N/A VB
120000	Affidavit of Costs	06/24/13		MPG	PLT001	Moot	10/18/13	N/A VB
121000	Writ of Execution Issued	06/24/13		MPG	PLT001	Moot	10/18/13	N/A VB
122000	Writ of Execution Filed	07/29/13		MPG	PLT001	Moot	10/18/13	N/A VB
123000	Writ of Execution Filed	07/29/13		MPG	PLT001	Moot	10/18/13	N/A VB
124000	Writ of Execution Filed	07/29/13		MPG	PLT001	Moot	10/18/13	N/A VB
125000	Writ of Execution Issued	07/29/13		MPG	PLT001	Moot	10/18/13	N/A VB
126000	Affidavit of Costs	07/29/13		MPG	PLT001	Moot	10/18/13	N/A VB
127000	Writ of Execution Issued	07/29/13		MPG	PLT001	Moot	10/18/13	N/A VB
128000	Affidavit of Costs	07/29/13		MPG	PLT001	Moot	10/18/13	N/A VB
129000	Writ of Execution Issued	07/29/13		MPG	PLT001	Moot	10/18/13	N/A VB
130000	Affidavit of Costs	07/29/13		MPG	PLT001	Moot	10/18/13	N/A VB
131000	Claim of Exemption from Execution	09/23/13		MPG	OTH001	Moot	10/18/13	N/A VB
132000	Affidavit of Counsel in Support of Response to Claim of Exemption, Request for Hearing and Request for Issuance of Summons	09/25/13		MPG	PLT001	Moot	10/18/13	N/A VB
133000	Response to Claim of Exemption, Request for Hearing and Request for Issuance of Summons	09/25/13		MPG	PLT001	Moot	10/18/13	N/A VB
134000	Certificate of Service	09/25/13		MPG	PLT001	Moot	10/18/13	N/A VB
135000	Notice of Hearing	09/25/13		MPG	PLT001	Moot	10/18/13	N/A VB
136000	Claim of Exemption from Execution	10/03/13		MPG	OTH002	Moot	10/18/13	N/A VB
137000	Notice of Hearing	10/04/13		MPG	OTH002	Moot	10/18/13	N/A VB
138000	Response to Claims of Exemption and Request for Hearing and Request for Hearing	10/04/13		MPG	PLT001	Moot	10/18/13	N/A VB
141000	Order	10/07/13		MPG	000	Moot	10/18/13	N/A VB
142000	Order for Issuance of Summons	10/07/13		MPG	000	Moot	10/18/13	N/A VB
139000	Notice of Entry of Order	10/09/13		MPG	PLT001	Moot	10/18/13	N/A VB

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140000	Notice of Entry of Order	10/09/13	MPG	PLT001		Moot	10/18/13	N/A VB
143000	Summons Issued	10/09/13	MPG	PLT001		Moot	10/18/13	N/A VB
144000	Case Reopened	10/14/13	MPG	000		Moot	10/18/13	DG VB
145000	Application for Post-Judgment Order (NRS 21.320) Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	10/14/13	MPG	PLT001		Moot	10/18/13	DG VB
146000	Affidavit of Jeffrey K. Cain in Support of Application For Post-Judgment Order (NRS 21.320) Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	10/14/13	MPG	PLT002		Moot	10/18/13	DG VB
147000	Order	10/14/13	MPG	000		Moot	10/18/13	N/A VB
148000	Order	10/14/13	MPG	000		Moot	10/18/13	N/A VB
149000	Notice of Entry of Order	10/15/13	MPG	PLT001		Moot	10/18/13	N/A VB
150000	Notice of Entry of Order	10/16/13	MPG	PLT001		Moot	10/18/13	DG VB
151000	Order	10/18/13	MPG	000		Moot	10/18/13	DG VB
152000	Writ of Execution Filed	10/21/13	MPG	PLT001				N/A VB
153000	Request for Clarification and Final Order	10/28/13	MPG	PLT001				N/A VB
154000	Notice of Entry of Order Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	10/29/13	MPG	PLT001				DG DG
155000	Amended Order	10/30/13	MPG	000		Moot	10/31/13	N/A VB
156000	Summons Filed	10/30/13	MPG	PLT001				N/A VB
157000	Order Vacating Order Filed October 30, 2013	10/31/13	MPG	000				N/A VB
158000	Reply to Opposition to Request for Clarification and Final Order Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	11/01/13	MPG	PLT001				DG DG
159000	Opposition To Plaintiff's Request for Clarification and Final Order	11/04/13	MPG	OTH001				N/A DG

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160000	Application for Entry of Default Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	11/05/13	MPG	PLT001				DG DG
161000	Transcript of Proceedings-Hearing on Claims of Exemption 10/14/13	11/05/13	MPG	000				N/A DG
162000	Margaret Rawson's Opposition to and Motion to Quash the Summons to Add her Name to the Current Judgment Pursuant to NRS 17.060	11/07/13	MPG	OTH001				KW KW
163000	Default Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	11/07/13	MPG	PLT001				KW KW
164000	Margaret Rawson's Response to Plaintiff's Reply to Opposition to Request for Clarification and Final Order	11/08/13	MPG	OTH001				HC HC
165000	Notice of Entry of Default	11/12/13	MPG	PLT001				HC HC
166000	Certificate of Service	11/13/13	MPG	PLT001				HC HC
167000	Margaret Rawson's Renewed Claim for Exemption Pursuant to NRS 21.112 and NRS 31.070 and Subsequent Motion to Quash Bank Levy Issued by Plaintiff and the Douglas County Sheriff	11/14/13	MPG	OTH001		Ruled	02/10/14	HC VB
168000	Margaret Rawson's Opposition to Application for Entry of Default	11/14/13	MPG	OTH001				HC HC
169000	Supplemental Response to Margaret Rawson's Renewed Claim of Exemption	11/19/13	MPG	PLT001				N/A HC
170000	Margaret Rawson's Motion to Set Aside Default	11/20/13	MPG	OTH001		Ruled	12/11/13	N/A VB
171000	Notice of Non-Opposition	11/25/13	MPG	PLT001				HC HC
172000	Margaret Rawson's Reply to Plaintiff's Supplemental Response to Renewed Claim for Exemption and Motion to Quash Previous Garnishment	11/27/13	MPG	OTH001				HC HC
173000	Response To Margaret Rawson's Opposition to and Motion to Quash the Summons	12/10/13	MPG	PLT001				N/A HC
174000	Order Granting Motion to Clarify and to Set Aside Default and Setting Hearing for Final Determination on Rawson's Claim of Exemption, Etc, and Margaret Rawson's Motion to Quash Summons on January 2, 2014 at 10:00 a.m.	12/11/13	MPG	000				N/A HC

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175000	Hearing Statement	12/23/13	MPG	000				BW BW
176000	Response to Margaret Rawson's Renewed Claim of Exemption	12/23/13	MPG	000				BW BW
177000	Certificate of Service	12/24/13	MPG	PLT001				DG DG
178000	Margaret Rawson's Response to Plaintiff's Hearing Statement	12/26/13	MPG	OTH001				N/A DG
179000	Supplemental Response to Margaret RAWSON's Opposition to and Motion Quash the Summons	01/15/14	MPG	PLT001				N/A DG
180000	Order Denying Rawson's Claim of Exemption and Denying Motion to Quash Summons	02/10/14	MPG	000				BW BW
181000	Plaintiffs' Motion for Sanctions and for Order to Show Cause Re: Contempt	02/11/14	MPG	PLT001		Ruled	03/12/14	N/A VB
182000	Affidavit of Michael L. Matuska in Support of Motion for Sanctions and for Order to Show Cause Re: Contempt	02/11/14	MPG	PLT001				N/A VB
183000	Notice of Entry of Order	02/11/14	MPG	PLT001				N/A VB
184000	Initial Appearance Fee Disclosure	02/28/14	MPG	PLT001				N/A VB
185000	Margaret Rawsons Answer to Plaintiff's Default Judgment and Second Amended Complaint	02/28/14	MPG	OTH001				N/A VB
186000	Request for Submission	03/04/14	MPG	PLT001				N/A VB
187000	Margaret Rawson's Demand for Jury Trial	03/10/14	MPG	OTH001				N/A VB
188000	Order	03/12/14	MPG	000				N/A VB
189000	Application for Entry of Default	03/14/14	MPG	PLT001				N/A VB
190000	Notice of Entry of Order	03/14/14	MPG	PLT001				N/A VB
191000	Default	03/17/14	MPG	PLT001				N/A VB
192000	Notice of Entry of Default	03/19/14	MPG	PLT001				N/A VB
193000	Suggestion Of Bankruptcy	04/28/14	MPG	DEF007				N/A VB
194000	Request for Trial Setting	08/18/14	MPG	PLT001				DH DH
195000	Order (Calendar Call)	08/22/14	MPG	000				KW KW
196000	Motion for Summary Judgment	09/04/14	NTY	PLT001		Ruled	11/21/14	MB VB

Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli
Ops International, LLC,

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197000	Affidavit of Michael L. Matuska in Support of Motion for Summary Judgment Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	09/04/14	NTY	PLT001				MB MB
198000	Affidavit of Jeffrey Cain Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	09/04/14	NTY	PLT001				MB MB
199000	Statement of Undisputed Material Facts Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	09/04/14	NTY	PLT001				MB MB
200000	Information Questionnaire	09/05/14	MPG	000				DH DH
201000	Information Questionnaire Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	09/09/14	MPG	PLT001				DH DH
202000	Information Questionnaire	09/10/14	MPG	DEF004				MB MB
203000	Joe Baker's Motion for Summary Judgment (Oral Argument Requested)	09/17/14	MPG	DEF004		Ruled	11/21/14	MB VB
204000	Motion to Strike and Objection to Affidavits of Jeffrey Cain, Kerry Rucker and Dan Witt	09/17/14	MPG	DEF004		Ruled	11/21/14	MB VB
205000	Joe Baker's Opposition to Plaintiffs' Motion for Summary Judgment Against Defendant Jeffrey Edwards, Objection to Proposed Order Granting Summary Judgment	09/17/14	MPG	DEF004				MB MB
206000	Request for Submission	09/22/14	MPG	PLT001				DH DH
207000	Defendants Richard Price and Mickey Shackelford's Opposition to Plaintiffs' Motion for Summary Judgement Against Defendant Jeffrey Edwards	09/22/14	MPG	DEF005				DH DH
208000	Affidavit of Jeffrey Edwards in Support of Opposition to Plaintiff's Motion for Summary Judgement	09/22/14	MPG	DEF007				DH DH
209000	Affidavit of Richard Price in Support of Opposition to Plaintiffs' Motion for Summary Judgement Against Defendant Jeffrey Edwards	09/22/14	MPG	DEF003				DH DH
210000	Affidavit of Mickey Shackelford in Support of Opposition to Plaintiffs' Motion for Summary Judgment Against Defendant Jeffrey Edwards	09/22/14	MPG	DEF005				DH DH

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211000	Scheduling Order	09/24/14		MPG	000			DH	DH
212000	Trial Setting Order	09/24/14		MPG	000			DH	DH
213000	Proof of Service Filed by DEF005-Shackelford, Mickey, DEF004-Baker, Joe, DEF003-Price, Richard	09/25/14		MPG	DEF005			MB	MB
214000	Joinder in all Defendants' Opposition to Plaintiffs' Motion for Summary Judgment	09/26/14		MPG	DEF007			DH	DH
215000	Defendants Richard Price and Mickey Shackelford's Joinder in Defendant Joe Baker's Motion to Strike and Objection to Affidavits of Jeffrey Cain, Kerry Rucker and Dan Witt	09/30/14		MPG	OTH003			MB	MB
216000	Defendants Richard Price and Mickey Shackelford's Joinder in Defendant Joe Baker's Motion for Summary Judgment (Oral Argument Requested) Filed by DEF005-Shackelford, Mickey, OTH003-Price, Richard	09/30/14		MPG	DEF005			MB	MB
217000	Defendants Richard Price and Mickey Shackelford's Motion to Strike Plaintiffs' Request for Submission Filed by DEF003-Price, Richard, DEF005-Shackelford, Mickey	09/30/14		MPG	DEF003	Ruled	11/21/14	MB	VB
218000	Joe Baker's Joinder in Richard Price and Mickey Shackelford's Opposition to Plaintiffs' Motion for Summary Judgment Against Jeffrey Edwards	10/06/14		MPG	DEF004			MB	MB
219000	Reply and Opposition to Pending Motions Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	10/06/14		NTY	PLT001			DH	DH
220000	Affidavit of Jeffrey Cain	10/06/14		NTY	PLT002			DH	DH
221000	Reply Brief Re: Joe Baker's Motion for Summary Judgment	10/17/14		MPG	DEF004			HC	HC
222000	Supplement to Reply and Opposition to Pending Motions Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	11/13/14		MPG	PLT001			DH	DH
223000	Order Denying Motions and for Other Relief	11/21/14		MPG	000			DH	DH
224000	Defendants Richard Price and Mickey Shackelford's Motion to Strike Plaintiffs' Supplement to Reply and Opposition to Pending Motions	11/24/14		MPG	DEF003	Ruled	01/09/15	DH	VB

Num/Seq	Description	Filed	Received	Party	Routed	Ruling	Closed	User ID
225000	Joe Baker's Joinder in Defendants Richard Price and Mickey Shackelford's Motion to Strike Plaintiffs' Supplement to Reply and Opposition to Pending Motions	11/25/14	MPG	DEF004				MB MB
226000	Motion for Hearing and Order Specifying Facts That Appear Without Substantial Controversy (NRCP 56d Motion for Reconsideration of Joe Baker's Motion for	12/05/14	MPG	DEF004		Ruled	01/09/15	DH VB
227000	Reply and Opposition to Pending Motions Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	12/23/14	MPG	PLT001				MB DG
228000	Joe Baker's Reply Brief Re: Motion for Hearing and Order Specifying Facts That Appear Without Substantial Controversy (NRCP 56(d)) and Motion for Reconsideration of Joe Baker's Motion for Summary Judgment; Motion to Strike Plaintiff's Late Attempt to Provide Legal Authority in Opposition to Joe Baker's Motion for Summary Judgment	01/05/15	DRG	DEF004				DH DH
229000	Order Denying Defendants' Motions (Price Shackelford and Baker)	01/08/15	DRG	000				DH DH
230000	Notice of Change of Address and Contact Information Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	01/09/15	DRG	PLT001				MB MB
231000	Notice of Entry of Order Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	01/13/15	DRG	PLT001				DH DH
232000	Notice of Change of Firm Name and Address Filed by DEF003-Price, Richard, DEF005-Shackelford, Mickey	01/13/15	DRG	DEF003				DH DH
233000	Notice of Deposition Response Jeffrey Edwards In pro per	01/27/15	NTY	DEF007				DG DG
234000	Response to Request for Production of Documents Set No 4 Jeffrey Edwards In pro per	01/27/15	NTY	DEF007				DG DG
235000	Motion for Leave to Amend Joe Baker's Answer to Plaintiffs' Second Amended Complaint (NRCP 15(a) 13)	02/09/15	DRG	DEF004		Ruled	03/25/15	DH VB
236000	Affidavit of Jeffrey Cain in Support of Motion for Entry of Default Judgment	02/09/15	DRG	PLT002				DH DH
237000	Motion for Entry of Default Judgment Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey	02/09/15	DRG	PLT001		Ruled	03/16/15	DH VB

Num/Seq	Description	Filed	Received	Party	Routed	Ruling	Closed	User ID
238000	Motion for Leave to Amend Joe Baker's Answer to Plaintiff's Second Amended Complaint (NRCP 15(a) NJDCR 13)	02/11/15	DRG	000		Ruled	03/25/15	DH VB
239000	Opposition To Joe Baker's Motion for Leave to File First Amended Answer; Cross Motion for Leave to File Third Amended Complaint	02/24/15	DRG	PLT001				DH DH
240000	Request for Submission Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey	03/03/15	DRG	PLT001				DH DH
241000	Plaintiffs' Third Motion to Compel	03/09/15	DRG	PLT001		Ruled	05/08/15	DH VB
242000	Affidavit of Michael L Matuska in Support of Third Motion to Compel	03/09/15	DRG	PLT001				DH DH
243000	Reply Brief Re: Motion for Leave to Amend Joe Baker's Answer to Plaintiff's Second Amended Complaint and Qualified Opposition to Plaintiffs Cross-Motion for Leave to File Third Amended Complaint	03/09/15	DRG	DEF004				DH DH
244000	Default Judgment	03/16/15	DRG	000				DH DH
245000	Defendant Mickey Shackelford's Answer to Second Amended Complaint (Breach of Contract Fraud, Negligence, Civil Conspiracy, Conversion, Constructive Trust)	03/17/15	DRG	DEF005				DH DH
246000	Defendants Richard Price and Mickey Shackelford's Opposition to Plaintiffs' Third Motion to Compel	03/19/15	DRG	OTH003				DH DH
247000	Order Conditionally Granting Motions to Amend Pleadings (Plaintiff Cain and Defendant Baker)	03/25/15	DRG	000				DH DH
248000	Joe Bakers Opposition to Plaintiffs' Third Motion to Compel	03/26/15	DRG	DEF004				DH DH
249000	Declaration of Michael K Johnson in Support of Joe Baker's Opposition to Motion to Compel	03/26/15	DRG	DEF004				DH DH
250000	Third Amended Complaint (Breach of Contract Fraud Negligence Civil Conspiracy Conversion Constructive Trust Intentional Interference with Contractual Advantage)	03/30/15	DRG	000				DH DH
251000	Reply to Opposition to Plaintiffs' Third Motion to Compel Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	03/30/15	DRG	PLT001				DH DH
252000	Notice of Entry of Order Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli	03/31/15	DRG	PLT001				KW KW

Ops International, LLC,

Num/Seq	Description	Filed	Received	Party	Routed	Ruling	Closed	User ID
253000	Application for Issuance of Commission to Take the Deposition of William M. Parker Outside the State of Nevada Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	03/31/15		DRG	PLT001			KW KW
254000	Issued Commission Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	03/31/15		DRG	PLT001			KW KW
255000	Application for Issuance of Commission to take the Deposition of Gordon J. Evans Outside the State of Nevada Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	03/31/15		DRG	PLT001			KW KW
256000	Issued Commission Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	03/31/15		DRG	PLT001			KW KW
257000	Application for Issuance of Commission to take the Deposition of Dan Witt Outside the State of Nevada Filed by PLT003-Heli Ops International, LLC, , PLT002-Cain, Jeffrey, PLT001-Cain, Peggy	03/31/15		DRG	PLT003			KW KW
258000	Issued Commission Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	03/31/15		DRG	PLT001			KW KW
259000	Application for Issuance of Commission to take the Deposition of Kerry Rucker Outside the State of Nevada Filed by PLT003-Heli Ops International, LLC, , PLT002-Cain, Jeffrey, PLT001-Cain, Peggy	03/31/15		DRG	PLT003			KW KW
260000	Issued Commission Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	03/31/15		DRG	PLT001			KW KW
261000	Defendant Joe Baker's Answer to Third Amended Complaint	04/17/15		TWG	DEF004			DG DG
262000	Case Reopened	04/21/15		TWG	000			DG DG
263000	Expert Disclosure by Joe Baker, Richard Price and Mickey Shackelford Filed by DEF003-Price, Richard, DEF004-Baker, Joe, DEF005-Shackelford, Mickey	04/21/15		TWG	DEF003			DG DG

Num/Seq	Description	Filed	Received	Party	Routed	Ruling	Closed	User ID
264000	Joe Baker's Motion For Leave to Amend His Answer to Plaintiff's Third Amended Complaint	04/21/15		TWG	DEF004	Ruled	07/07/15	DG VB
265000	Joe Baker's Motion For Judgment on the Pleadings (NRCP 12(c)) Oral Argument Requested NJDCR 6 e(2)	04/21/15		TWG	DEF004	Ruled	07/28/15	DG VB
266000	Defendants Richard Prices's Answer to Third Amended Complaint (Breach of Contract, Fraud, Negligence, Civil Conspiracy, Conversion, Constructive Trust, Intentional Interference with Contractual Advantage)	04/23/15		TWG	DEF003			DH DH
267000	Defendant Mickey Shackelford's Answer to Third Amended Complaint (Breach of Contract, Fraud, Negligence, Civil Conspiracy, Conversion, Constructive Trust, Intentional Interference with Contractual Advantage)	04/23/15		TWG	DEF005			DH DH
268000	Supplement to Joe Baker's Motion for Leave to Amend His Answer to Plaintiff's Third Amended Complaint	04/27/15		TWG	DEF004			DH DH
269000	Second Request for Submission Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey	05/05/15		TWG	PLT001			DH DH
270000	Request for Submission Filed by PLT002-Cain, Jeffrey, PLT001-Cain, Peggy	05/05/15		TWG	PLT002			DH DH
271000	Notice of Entry of Order Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	05/08/15		TWG	PLT001			DH DH
272000	Order Denying Plaintiff's Third Motion to Compel	05/08/15		TWG	000			DH DH
273000	Opposition to Joe Baker's Motion for Judgment on the Pleadings and Cross Motion for Partial Judgment on the Pleadings Filed by PLT003-Heli Ops International, LLC, , PLT002-Cain, Jeffrey, PLT001-Cain, Peggy	05/08/15		TWG	PLT003			DH DH
274000	Opposition to Motion to Joe Baker's Motion for Leave to File First Amended Answer to Third Amended Complaint Filed by PLT002-Cain, Jeffrey, PLT001-Cain, Peggy	05/12/15		TWG	PLT002			DH DH
275000	Reply Brief De: Joe Baker's Motion for Judgment on the Pleadings; Opposition to Plaintiff's Cross-Motion for Partial Judgment on the Pleadings Oral Arguments Requested	05/18/15		TWG	000			DH DH
276000	Reply Brief RE: Jo Baker's Motion for Leave to File First Amended Answer to Plaintiffs' First Amended Complaint	05/19/15		TWG	DEF004			KW KW

Num/Seq	Description	Filed	Received	Party	Routed	Ruling	Closed	User	ID
277000	Joinder by Richard Price and Mickey Shackelford in JOe Baker's Motion for Judgment on the Pleadings and Reply Brief	05/28/15	TWG	000				KW	KW
278000	Request for Submission Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	06/01/15	TWG	PLT001				DG	DG
279000	Plaintiff's Reply in Support of Cross Motion for Partial Judgment of the Pleadings Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	06/01/15	TWG	PLT001				DG	DG
280000	Opposition To Mickey Shackelford's and Richard Price's Joinder to Joe Baker's Motion for Judgment on the Pleadings Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	06/01/15	TWG	PLT001				DG	DG
281000	Ex Parte Motion For Order Shortening Time to Respond to Joe Baker's Motion for Protective Order	06/26/15	TWG	DEF004		Ruled	08/17/15	DG	VB
282000	Joe Baker's Motion For Protective Order; Joe Baker's Objection to Plaintiffs' Notice of Deposition	06/26/15	TWG	DEF004		Ruled	08/17/15	DG	VB
283000	Plaintiffs' Opposition to Defendants' Motion for Protective Order NRCP6(e) Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	06/26/15	TWG	PLT001				MB	MB
284000	Affidavit of Michael L. Matuska in Support of Opposition to Motion for Protective Order Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	06/26/15	TWG	PLT001				MB	MB
285000	Motion for Order Shortening Time Filed by DEF005-Shackelford, Mickey, DEF004-Baker, Joe, DEF003-Price, Richard	06/26/15	TWG	DEF005		Ruled	08/17/15	MB	VB
286000	Motion for Protective Order Filed by DEF003-Price, Richard, DEF005-Shackelford, Mickey	06/26/15	TWG	DEF003		Ruled	08/17/15	MB	VB
287000	Joe Baker's Joinder in Defendants Shackelford and Price's Motion for Protective Order	06/26/15	TWG	DEF004				DG	DG
288000	Affidavit of Michael L Matuska in Support of Opposition to Joe Baker's Motion for Protective Order	07/06/15	TWG	000				DH	DH
289000	Plaintiff's Opposition to Joe Baker's Motion for Protective Order	07/06/15	TWG	000				DH	DH

Num/Seq	Description	Filed	Received	Party	Routed	Ruling	Closed	User ID
290000	Order	07/07/15		TWG	000			DG DG
291000	Notice of Entry of Order	07/16/15		TWG	DEF004			KW KW
292000	Defendant Joe Baker's First Amended Answer to Third Amended Complaint	07/16/15		TWG	DEF004			KW KW
293000	Joe Baker's Opposition to Plaintiffs' Second Motion for Sanctions; Request for Attorney's Fees	07/16/15		TWG	DEF004			KW KW
294000	Joe Baker's Opposition to Plaintiff's First Motion for Sanctions; Request for Attorney's Fees	07/16/15		TWG	DEF004			KW KW
295000	Joe Baker's Motion for (1) Hearing and/or to Bifurcate Trial and (2) to Stay a Portion of Trial Proceedings	07/17/15		TWG	DEF004	Ruled	08/17/15	DG VB
296000	Defendants Richard Price and Mickey Shackelford's Opposition to Plaintiff's Second Motion for Sanctions (NRCP 11)	07/20/15		TWG	DEF003			DG DG
297000	Defendant's Richard Price and Mickey Shackelford's Opposition to Plaintiff's First Motion for Sanctions (NRCP 11)	07/20/15		TWG	DEF003			DG DG
298000	Joe Baker's Motion for Partial Summary Judgment as to Plaintiffs Jeffrey and Peggy Cain and Six of Their Seven Causes of Action (Oral Argument Requested)	07/20/15		TWG	DEF004	Moot	11/06/15	DG VB
299000	Joe Baker's Motion For Order That Mike Murray be Made a Party Per NRCP 19(a)	07/20/15		TWG	DEF004	Ruled	10/01/15	DG VB
300000	Affidavit of Jeffrey K Cain in Support of Motion to Strike Joe Bakers Affirmative Defenses of in the Alternative for Partial Summary Judgment	07/23/15		TWG	PLT002			DH DH
301000	Plaintiff's First Motion in Limine Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey	07/23/15		TWG	PLT001	Moot	11/06/15	DH VB
302000	Motion to Strike Joe Bakers Affirmative Defenses or in the Alternative for Partial Summary Judgment Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey	07/23/15		TWG	PLT001	Ruled	09/11/15	DH VB
303000	Motion to Strike Richard Price's and Mickey Shackelford's Affirmative Defenses or, in the Alternative, for Partial Summary Judgment Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey	07/24/15		TWG	PLT001	Moot	11/06/15	DH VB
304000	Order Granting in Part Defendant Joe Baker's Motion for Judgment on the Pleadings and Denying Plaintiff's Cross-Motion for Judgment on the Pleadings	07/28/15		TWG	000			HC HC

Num/Seq	Description	Filed	Received	Party	Routed	Ruling	Closed	User	ID
305000	Notice of Entry of Order Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	07/29/15	TWG	PLT001				DG	DG
306000	Motion for Extension of Time Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	07/31/15	TWG	PLT001		Ruled	08/19/15	KW	VB
307000	Opposition to Motion for Order that Mike Murray be Made a Party Per NRCP 19(a) Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	07/31/15	TWG	PLT001				KW	KW
308000	Opposition to Motion for (1) Hearing and/or to Bifurcate Trial and (2) to Stay a Portion of the Trial Proceedings Filed by PLT003-Heli Ops International, LLC, , PLT002-Cain, Jeffrey, PLT001-Cain, Peggy	07/31/15	TWG	PLT003				KW	KW
309000	Richard Price and Mickey Shackelford's Joinder in Joe Baker's Motion for (1) Hearing and/or Bifurcate Trial and (2) to Stay a Motion of Trial Proceedings	07/31/15	TWG	DEF003				KW	KW
310000	Richard Price and Mickey Shackelford's Joinder in Joe Baker's Motion for Partial Summary Judgment as to Plaintiff's Jeffrey and Peggy Cain and Six of the Seven Causes of Action	07/31/15	TWG	OTH003				KW	KW
311000	Richard Price and Mickey Shackelford's Joinder in Joe Baker's Motion for Order that Mike Murray be Made a Party Per NRCP 19(a)	07/31/15	TWG	OTH003				KW	KW
312000	Motion For Issuance of Commission For Out-of-State Deposition Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	08/05/15	TWG	PLT001		Ruled	09/29/15	DG	VB
313000	Motion For Partial Summary Judgment Filed by DEF005-Shackelford, Mickey, DEF003-Price, Richard	08/05/15	TWG	DEF005		Moot	11/06/15	DG	VB
314000	Joe Baker's Opposition to Motion to Strike Joe Baker's Affirmation Defenses or, in the Alternative, for Partial Summary Judgment	08/10/15	TWG	DEF004				MB	MB
315000	Reply Brief RE: Plaintiffs' Opposition to Motion for (1) Hearing and to Bifurcate Trial and (2) to Stay a Portion of the Trial Proceedings	08/10/15	TWG	DEF004				MB	MB
316000	Reply Brief RE: Opposition to Motion for Order that Mike Murray be Made a Party Per NRCP 19(a)	08/10/15	TWG	DEF004				MB	MB

Num/Seq	Description	Filed	Received	Party	Routed	Ruling	Closed	User ID
317000	Joe Baker's Opposition to Plaintiffs' First Motion in Limine	08/10/15		TWG	DEF004			MB MB
318000	Opposition of Defendants Richard Price and Mickey Shackelford to Plaintiffs' Motion to Strike Richard Price's and Mickey Shackelford's Affirmative Defenses or, In the Alternative, for Partial Summary Judgment Filed by DEF003-Price, Richard, DEF005-Shackelford, Mickey	08/10/15		TWG	DEF003			DG DG
319000	Response To Joe Baker's Motion for Partial Summary Judgment as to Jeffrey and Peggy Cain and Six of Their Seven Causes of Action Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	08/12/15		TWG	PLT001			DG DG
320000	Motion For Extension of Time to Respond To Richard Price and Mickey Shackelford's Motion for Partial Summary Judgment Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	08/12/15		TWG	PLT001	Ruled	08/19/15	DG VB
321000	Richard Price and Mickey Shackelford's Joinder in Joe Baker's Opposition to Plaintiffs' First Motion in Limine Filed by DEF003-Price, Richard, DEF004-Baker, Joe	08/14/15		TWG	DEF003			DG DG
322000	Joe Baker's Joinder in Defendants Richard Price and Mickey Shackelford's Motion for Partial Summary Judgment (Oral Argument Requested)	08/17/15		TWG	DEF004			DG DG
323000	Declaration of Michael K. Johnson in Support of Joe Baker's Joinder in Defendants Richard Price and Mickey Shackelford Motion for Partial Summary Judgment	08/17/15		TWG	DEF004			DG DG
324000	Joe Baker's Opposition to Motion for Extension of Time	08/17/15		TWG	DEF004			DG DG
325000	Joe Baker's Opposition to Motion for Issuance of Commissions for Out-of-State Deposition	08/17/15		TWG	DEF004			DG DG
331000	Amended Trial Setting, Setting Motions Hearing, and Vacating Trial Date of September 15, 2015	08/17/15		TWG	000			DG DG
330000	Order Granting, in Part, Joe Baker's Motion for (1) Hearing and/or to Bifurcate Trial and (2) to Stay a Portion of Trial Proceedings	08/17/15		TWG	000			DG DG
328000	Motion For Order Confirming Plaintiffs' Election of Remedy and For Summary Judgment Thereof	08/17/15		TWG	DEF004	Ruled	11/06/15	DG VB
329000	Order Denying Motion for Order for	08/17/15		TWG	000			DG DG

Protection/Setting Time, Place for Depositions

Num/Seq	Description	Filed	Received	Party	Routed	Ruling	Closed	User ID
327000	Reply to Opposition to Motion to Strike Richard Prices and Mickey Shackelfords Affirmative Defenses or in the Alternative for Partial Summary Judgment	08/18/15		TWG	000			DH DH
326000	Reply to Joe Bakers Opposition to Plaintiffs' Motion in Limine	08/18/15		TWG	PLT001			DH DH
332000	Order Granting Plaintiffs' Motion for Extension of Time	08/19/15		TWG	000			DG DG
333000	Reply to Opposition to Motion to Strike Joe Baker's Affirmative Defenses or, in the Alternative, for Partial Summary Judgment Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	08/21/15		TWG	PLT001			MB MB
334000	Motion to Strike Joinder Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	08/21/15		TWG	PLT001	Moot	09/11/15	MB VB
335000	Reply to Opposition to Motion for Issuance of Commissions for Out-of-Stat Depositions	08/24/15		TWG	PLT001			HC HC
336000	Reply Brief Re: Response to Joe Baker's Motion for Partial Summary Judgment as to Jeffrey and Peggy Cain and Six of Their Seven Causes of Action	08/24/15		TWG	DEF004			HC HC
337000	[Renewed] Response to Joe Baker's Motion for Partial Summary Judgment as to Jeffrey and Peggy Cain and Six of Their Seven Causes of Action	08/24/15		TWG	PLT001			HC HC
338000	Sur-Reply RE: Motion to Strike Joe Baker's Affirmative Defenses or, in the Alternative, For Partial Summary Judgment; Motion For Inclusion of Same	08/26/15		TWG	DEF004			DG DG
339000	Errata and Reformatted Facts RE: Joe Baker's Opposition to Motion to Strike Joe Baker's Affirmative Defenses or, in the Alternative, For Partial Summary Judgment; Motion to Allow Same	08/26/15		TWG	DEF004			DG DG
340000	Supplement to (Renewed) Response to Joe Baker's Motion for Partial Summary Judgment as to Jeffrey and Peggy Cain and Six of Their Seven Causes of Action Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey	08/27/15		TWG	PLT001			DG DG
341000	Defendants Price and Shekelford's Motion for Summary Judgment on Plaintiffs' Remaining Claims and Joinder in Joe Baker's Motion for Order Confirming Plaintiffs' Election of Remedy and for Summary Judgment Thereon	08/28/15		TWG	DEF005	Moot	11/06/15	DG VB

Filed by DEF005-Shackelford, Mickey, DEF003-Price, Richard

Num/Seq	Description	Filed	Received	Party	Routed	Ruling	Closed	User	ID
342000	Opposition to Joe Baker's Motion for Order Confirming Plaintiffs' Election of Remedy and For Summary Judgment Thereon Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	09/02/15	TWG	PLT001				DG	DG
343000	Notice of Withdrawal RE: Joe Baker's Motion for Order That Mike Murray be Made a Party Per NRCP 19(a) From the Court Calendar	09/03/15	NTY	DEF004				DG	DG
344000	Stipulation and Motion for Judgment of Dismissal Filed by DEF004-Baker, Joe, PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	09/11/15	TWG	DEF004		Ruled	09/11/15	DG	VB
345000	Order of Judgment of Dismissal	09/11/15	TWG	000				DG	DG
346000	Notice of Motion and Motion to Set Aside Default Judgment; Memorandum of Points and Authorities	09/15/15	TWG	DEF007		Ruled	11/06/15	DG	VB
347000	Affidavit of Jeffrey Edwards in Support of Motion to Set Aside Default Judgment	09/15/15	TWG	DEF007				DG	DG
348000	Affidavit of Michael J. McLaughlin in Support of Motion to Set Aside Default Judgment	09/15/15	TWG	DEF007				DG	DG
349000	Order of Clarification RE: Order of Judgment of Dismissal	09/16/15	TWG	000				DG	DG
350000	Certificate of Service	09/16/15	TWG	000				DG	DG
351000	Defendants Price and Shakelford's Reply to Plaintiffs' Opposition to Joe Baker's Motion for Order Confirming Plaintiffs' Election of Remedy and For Summary Judgment Thereon Filed by DEF005-Shackelford, Mickey, OTH003-Price, Richard	09/16/15	TWG	DEF005				DG	DG
352000	Notice of Entry of Order of Judgment of Dismissal	09/17/15	TWG	DEF004				HC	HC
353000	Notice of Entry of Order of Clarification Re: Order of Judgment of Dismissal	09/18/15	TWG	DEF004				HC	HC
354000	Opposition to Motion to Set Aside Default Judgment Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	09/28/15	TWG	PLT001				DG	DG
355000	Order Granting Plaintiffs' Motion for	09/29/15	TWG	000				MB	MB

Issuance of Commissions for Out-of-State Depositions

Num/Seq	Description	Filed	Received	Party	Routed	Ruling	Closed	User ID
356000	Order Denying Motion to Add Mike Murray as a Party	10/01/15		TWG	000			KW KW
357000	Opposition to Motion for Partial Summary Judgment Filed by PLT003-Heli Ops International, LLC, , PLT002-Cain, Jeffrey, PLT001-Cain, Peggy	10/02/15		NTY	PLT003			KW KW
358000	Notice of Entry of Order Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	10/06/15		TWG	PLT001			DG DG
359000	Notice of Entry of Order Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	10/07/15		TWG	PLT001			DG DG
360000	Letters Rogatory Filed by PLT003-Heli Ops International, LLC, , PLT002-Cain, Jeffrey, PLT001-Cain, Peggy	10/08/15		TWG	PLT003			KW KW
361000	Issued Commission (Wells Fargo) Filed by PLT003-Heli Ops International, LLC, , PLT001-Cain, Peggy, PLT002-Cain, Jeffrey	10/08/15		TWG	PLT003			KW KW
362000	Issued Commission (Bank of America) Filed by PLT003-Heli Ops International, LLC, , PLT002-Cain, Jeffrey, PLT001-Cain, Peggy	10/08/15		TWG	PLT003			KW KW
363000	Reply to Opposition to Motion to Set Aside Default Judgment	10/09/15		TWG	DEF007			DG DG
364000	Defendants Price and Shackelford's Reply to Plaintiffs' Opposition to MOTion for Partial Summary Judgment Filed by DEF005-Shackelford, Mickey, OTH003-Price, Richard	10/14/15		TWG	DEF005			MB MB
365000	Affidavit of Jeffrey Cain	10/19/15		NTY	PLT002			DG DG
366000	Statement of Undisputed Material Facts in Support of Motion for Partial Summary Judgment Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey	10/19/15		NTY	PLT001			DG DG
367000	Motion for Partial Summary Judgment on Personal Jurisdiction Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey	10/19/15		NTY	PLT001	Moot	11/06/15	DG VB
368000	Motion for Partial Summary Judgment Against Defendant Richard Price	10/20/15		TWG	PLT001	Moot	11/06/15	HC VB

Num/Seq	Description	Filed	Received	Party	Routed	Ruling	Closed	User ID
369000	Motion to Continue Hearing Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	10/21/15	TWG	PLT001		Moot	11/06/15	DG VB
370000	Ex Parte Motion to Shorten Time RE: Motion to Continue Hearing Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	10/22/15	TWG	PLT001		Ruled	10/27/15	DG VB
371000	Order Denying ExParte Motion to Shorten Time Re: Motion to Continue Hearing	10/27/15	TWG	000				KW KW
372000	Defendants Richard Price and Mickey Shackelford's Opposition to Plaintiffs' Motion for Partial Summary Judgment on Personal Jurisdiction Filed by OTH003-Price, Richard, DEF005-Shackelford, Mickey	11/03/15	TWG	OTH003				KW KW
373000	Order Granting Summary Judgment as to Richard Price and Mickey Shakelford	11/05/15	TWG	000				DG DG
374000	Order Vacating Trial Date adn Motions/ Evidentiary Hearing	11/06/15	TWG	000				DG DG
375000	Order Denying Motion to Set Aside Default Judgment	11/06/15	TWG	000				DG DG
376000	Reply to Opposition to Motion for Partial Summary Judgment on Personal Jurisdiction Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	11/09/15	TWG	PLT001				DG DG
377000	Notice of Entry of Order Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	11/09/15	TWG	PLT001				DG DG
378000	Reply to Opposition to Motion for Partial Summary Judgment Against Defendant Richard Price Filed by PLT003-Heli Ops International, LLC, , PLT002-Cain, Jeffrey	11/10/15	TWG	PLT003				KW KW
379000	Notice of Entry of Order Filed by DEF005-Shackelford, Mickey, DEF003-Price, Richard	11/12/15	TWG	DEF005				KW KW
380000	Opposition to Plaintiffs' Motion for Partial Summary Judgment Against Defendant Richard Price	11/12/15	TWG	OTH003				KW KW
381000	Defendants Richard Price and Mickey Shackelfords' Motion to Continue Hearing Filed by DEF005-Shackelford, Mickey, OTH003-Price, Richard	11/12/15	TWG	DEF005				KW KW
382000	Defendants Richard Price and Mickey	11/13/15	TWG	DEF005				DG KW

Shackelford's Verified Memorandum of Costs

Filed by DEF005-Shackelford, Mickey, DEF003-Price, Richard

Num/Seq	Description	Filed	Received	Party	Routed	Ruling	Closed	User ID
383000	Opposition to Motion to Retax Costs Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	11/18/15	TWG	PLT001				DG DG
384000	Affidavit of Michael L. Matuska in Support of Opposition to Defendants Richard Price and Mickey Shackelford's Verified Memorandum of Costs and Motion to Retax Costs Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	11/18/15	TWG	PLT001				DG DG
385000	Defendant's Price and Shackelford's Motion for Attorney's Fees Filed by DEF005-Shackelford, Mickey, DEF003-Price, Richard	11/25/15	TWG	DEF005				KW KW
386000	Notice of Appeal Filed by PLT003-Heli Ops International, LLC, , PLT002-Cain, Jeffrey, PLT001-Cain, Peggy	12/01/15	TWG	PLT003				KW KW
387000	Case Appeal Statement Filed by PLT003-Heli Ops International, LLC, , PLT002-Cain, Jeffrey, PLT001-Cain, Peggy	12/01/15	TWG	PLT003				KW KW

TICKLE

Code	Tickle Name	Status	Expires	#Days	AutoExpire	GoAhead	From	Type
RMON	Run Monthly Reports	OPEN	07/14/12	30	yes	no	DDJT	D
RMON	Run Monthly Reports	OPEN	04/09/14	30	yes	no	DDJT	D

BEGIN JUDGMENT(S) - CASE HISTORY

001 MONEY JUDGMENT

ORIGINAL JUDGMENT

Judgment Against: C4 Worldwide, Inc.
Kavanagh, Michael K.
Rawson, D.R.
Shackelford, Mickey

Judgment in Favor of: Cain, Peggy , et al

Judgment Entry Date: 05/20/13

Amount of Judgment: \$20,000,000.00

11-CV-00296-DC Date: 12/09/15 Time: 08:05

Page: 30

Interest Amount: \$.00

Court Costs: \$2,524.52

Other Fee: \$2,524.52

Attorney Fee: \$40,265.40

Post-Judgment Int Rate: 0.09%

END JUDGMENT(S) - CASE HISTORY

1 Case No. 11-CV-0296

2 Dept. No. II

RECEIVED

NOV - 5 2015

Douglas County
District Court Clerk

FILED

2015 NOV - 5 AM 9: 54

EDDIE R. WILLIAMS
CLERK

BY  DEPUTY

6 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

7 IN AND FOR THE COUNTY OF DOUGLAS

9 PEGGY CAIN, an individual;
10 JEFFREY CAIN, an individual;
11 and HELI OPS INTERNATIONAL,
LLC, an Oregon limited
liability company,

12 Plaintiffs,

13 vs.

14 DR RAWSON, an individual; C4
15 WORLDWIDE, INC., a Nevada
16 corporation; RICHARD PRICE,
an individual; JOE BAKER, an
17 individual; MICKEY
SHACKELFORD, an individual;
18 MICHAEL K. KAVANAGH, an
individual; JEFFREY EDWARDS,
19 an individual; and DOES 1-10,
inclusive,
20 Defendants.

ORDER GRANTING SUMMARY
JUDGMENT AS TO RICHARD PRICE
AND MICKEY SHACKELFORD

21 THIS MATTER comes before the Court on Defendant Joe
22 Baker's Motion for Order Confirming Election of Remedy and for
23 Summary Judgment Thereon filed on August 17, 2015. The motion
24 was joined by Defendants Richard Price ("Price") and Mickey
25 Shackelford ("Shackelford") on August 28, 2015 and opposed by
26 Plaintiffs on September 2, 2015. Baker was dismissed from the
27 case on September 11, 2015. The motion is ripe for
28

1 consideration as to Price and Shackelford.

2 This litigation regards a joint venture agreement between
3 Heli Ops International and C4 Worldwide and a subsequently
4 entered into settlement agreement. Plaintiffs have been at
5 liberty over the course of the past four years to direct their
6 lawsuit. Plaintiffs have secured \$20,000,000 default judgments
7 against C4 Worldwide, Inc., and individual defendants DR
8 Rawson, Michael Kavanagh and Jeffrey Edwards premised upon the
9 settlement agreement. Price and Shackelford,
10 directors/officers of C4, are the only remaining Defendants.
11

12 Plaintiffs summarize what remains of the case as follows:
13 "They [Plaintiffs] sued for money damages under the Settlement
14 Agreement and obtained a judgment against C4. They
15 [Plaintiffs] are now seeking to pierce the corporate veil and
16 hold Joe Baker and the other Defendants liable for the debts of
17 C4. They [Plaintiffs] are also suing Joe Baker and the other
18 Defendants directly for fraud and other tortious activity
19 related to the Joint Venture Agreement." Plaintiffs'
20 Opposition, page 2, lines 2-8.
21

22 The question squarely before the Court is whether the
23 sweeping release provision of the settlement agreement
24 unambiguously preempts Plaintiffs' claims against Price and
25 Shackelford, directors/officers of C4. The Court answers that
26 question in the affirmative and grants summary judgment.

27 ///

28 ///

Procedural and Factual Background

Heli Ops International, LLC ("Heli Ops"), is an Oregon corporation for which Jeffrey Cain is a member. Peggy Cain is married to Jeffrey Cain. C4 Worldwide, Inc. ("C4") is a Nevada Corporation whose officers/directors include DR Rawson, Richard Price, Mickey Shackelford, Michael Kavanagh, Joe Baker, and, allegedly, Jeffrey Edwards.

On November 29, 2009, Heli Ops entered into a joint venture agreement ("JVA") with C4. The JVA required Heli Ops to loan C4 \$1,000,000 USD. The funds were to be used by C4 as the capital to acquire and then leverage Collateralized Mortgage Obligations ("CMO") with a face value of "up to \$1,000,000,000 USD."

Under the JVA, C4 was to have a 51% ownership interest in the CMO's and Heli Ops a 49% ownership interest. The JVA designated that the first \$20,000,000 in profits obtained from leveraging the CMO's in international trade would go to Heli Ops. If that occurred, Heli Ops was to transfer its ownership interest in the CMO's to C4, making C4 the sole owner of the CMO's and entitled to all further profits. The "objective" of the JVA was to "gain \$40,000,000 USD or more from the results thereof" for the parties to the JVA.

On the same day the JVA was entered into, and in conjunction therewith, C4 and Heli Ops executed a Promissory Note and Security Interest in the CMO ("Promissory Note"). The Promissory Note indicates a loan amount of \$1,000,000 USD from

1 Heli Ops to C4 with a loan period of two months. The
2 Promissory Note calls for C4 to pay Heli Ops \$20,000,000 "as
3 per the terms of the Joint Venture Agreement between the
4 parties executed on November 29, 2009." Further, "the full
5 repayment per the above schedule will end on the 30th of
6 December, 2009." The CMO's were designated as collateral for
7 the Promissory Note consistent with the ownership interests
8 designated in the JVA.
9

10 Heli Ops transferred \$1,000,000 to C4. C4 purchased
11 CMO's. C4 did not repay the \$1,000,000 loan nor did Heli Ops
12 receive from C4 any profits from the CMO's.

13 On March 1, 2010, a document entitled *Settlement Agreement*
14 *and Release of All Claims* ("SA") was executed by Heli Ops and
15 C4 with Jeffrey Cain, Peggy Cain and DR Rawson joining in their
16 individual capacities.

17 The SA begins with the following statement of intent:

18 WHEREAS the Parties are each desiring to resolve
19 issues having to do with C4 WorldWide's unpaid
20 financial obligations arising out of the Promissory
21 Note and Security Interest in the CMO Securities
22 dated November 29, 2009 and upon signing this
23 Agreement intend to cease further collection efforts
24 including but not limited to the filing of any
25 litigation and the Cains further stipulate and agree
26 that they will file no complaint(s) or the like with
27 either the Securities and Exchange Commission and/or
28 the Department of Justice of any state.

To the extent not modified herein, the Promissory
Note and Security Interest in the CMO securities
remains in full force and effect.

WHEREAS, each party desires to settle all the claims
fully and finally without admission of liability;...

1 Section 1 of the SA, entitled "CONSIDERATION" states in
2 relevant part:

3 1.1 In consideration of the Releases set forth below
4 in Section 2 and the other terms set for herein, C4
5 WorldWide stipulates that it owes the Cains Twenty
6 Million USD (\$20,000,000) and that said amount was
7 due on December 29, 2009 and remains unpaid. C4
8 WorldWide acknowledges its obligation to pay and
9 agrees to pay the sum of \$20,000,000, plus all
10 accumulated interest, to Cains no later than 90 days
11 from February 25, 2010...

12 Consistent with the JVA, section 1.2 requires that C4
13 assign a 49% interest in the CMO's to the Cains. Upon payment
14 of the \$20,000,000 plus interest, the SA and JVA require the
15 Cains to transfer their 49% ownership interest in the CMO's
16 back to C4.

17 Section 2 of the SA, entitled "RELEASE" states in relevant
18 part:

19 2.1 The Cains...and all other affiliated persons,
20 firms or corporations, hereby fully and forever
21 releases and discharges C4 WorldWide, from any and
22 all claims that exist arising out of C4 WorldWide's
23 financial misfortunes and resultant inability to
24 timely pay the Promissory Note and Security Interest
25 in CMO Securities dated November 29, 2009 (a true and
26 correct copy of which is attached hereto as Exhibit A
27 and is incorporated herein by reference). Such
28 release covers the Cains...hereby fully and forever
release and discharge C4 WorldWide, its successors,
predecessors, parents, assigns, agents, employees,
officers, directors, insurers, and all other
affiliated persons, firms or corporations, of and
from any and all past, present and future claims,
demands, obligations, causes of action for damages of
any kind, known and unknown, the basis of which now
exist or hereafter may become manifest that are
directly or indirectly related to the facts in any of
the claims of any kind asserted against or which
could have been asserted in any of the claims.

1 Section 3 of the SA, entitled "EXPRESS ACKNOWLEDGMENTS,
2 REPRESENTATIONS, AND WARRANTIES" states in relevant part:

3 3.1 The parties expressly acknowledge and agree that
4 the Release set forth in Section 2 is a general
5 release of the matters described above.

6 ...

7 3.3 The parties expressly acknowledge and agree that
8 the purpose and effect of this Agreement is to fully
9 and forever resolve all issues relating to claims
10 arising out of and which could be asserted in this
11 case and that no party will pursue the other for
12 anything relating in any way to the claims being
13 released.

14 3.4 The parties expressly acknowledge and agree that
15 the terms of this Agreement are contractual in nature
16 and not merely a recital.

17 C4 did not pay Heli Ops or the Cains \$20,000,000, nor did
18 they transfer a 49% interest in the CMO's to Heli Ops/Cains.
19 Heli Ops/Cains ("Plaintiffs") filed this lawsuit on September
20 14, 2011. The case started out with seven named defendants:
21 C4; DR Rawson ("Rawson"); Michael Kavanagh ("Kavanagh");
22 Jeffrey Edwards ("Edwards"); Joe Baker ("Baker"); Mickey
23 Shackelford ("Shackelford"); and Richard Price ("Price").

24 Over the next four years the landscape of the case shifted
25 through four different complaints and many motions. The
26 Plaintiffs obtained default judgments against C4, Rawson,
27 Kavanagh and Edwards for \$20,000,000 under the SA. Baker was
28 recently dismissed out of the case at the joint request of
Plaintiffs and Baker. Price and Shackelford are the only
remaining defendants.

1 In the Third Amended Complaint ("TAC"), Plaintiffs allege
2 seven claims for relief. The first claim is against C4 and
3 Rawson for breach of contract, i.e., the SA. The claim also
4 seeks to hold Price and Shackelford individually liable for
5 C4's breach of the SA under a theory of alter ego but, as
6 explained further below, that claim was previously dismissed on
7 the pleadings.

8
9 The TAC's second claim for relief alleges fraud on the
10 part of Price and Shackelford as it relates to their role in
11 inducing Plaintiffs to enter into the JVA and later the SA.

12 The TAC's third claim for relief alleges civil conspiracy
13 amongst the individually named defendants, including Price and
14 Shackelford, as it relates to their role in inducing Plaintiffs
15 to enter into the JVA and later the SA.

16 The TAC's fourth claim for relief alleges negligence on
17 the part of the individually named defendants, including Price
18 and Shackelford, in monitoring the business activities of C4.

19 The TAC's fifth claim for relief alleges that all
20 Defendants converted or diverted funds, profits from and/or
21 ownership in the CMO's. (There is no sixth or seventh claim
22 listed in the TAC.)

23
24 The TAC's eighth claim for relief requests that Plaintiffs
25 be granted constructive trust over the CMO's and/or any profits
26 generated therefrom.

27 The TAC's ninth claim for relief alleges intentional
28 interference with contractual relations in that all Defendants

1 interfered with or disrupted the performance of the JVA.

2 On July 28, 2015, the Court granted partial judgment on
3 the pleadings in favor of Baker, Price and Shackelford and
4 certified the judgment as final. The Court held that given the
5 release provision of the SA, Plaintiffs cannot, as a matter of
6 law, enforce the SA against Price and Shackelford, non-party
7 beneficiaries to the SA, under a theory of alter ego. However,
8 based upon limited language in the TAC wherein Plaintiffs
9 seemingly contest the validity of the SA, the Court stated:
10

11 As already indicated, the allegation in the TAC that the
12 Settlement Agreement was illusory could form the basis to
13 set aside the Settlement Agreement in its entirety,
14 including the Release. In which case, Plaintiffs could
15 pursue personal liability under the Joint Venture
16 Agreement on the theory of alter ego. Material issues of
17 fact thus exists that prevent a determination with respect
18 to the enforceability of the Release on those portions of
19 the remaining claims for Relief relating to the Joint
20 Venture Agreement.

21 *Order Granting in Part Defendant Joe Baker's Motion for*
22 *Judgment on the Pleadings and Denying Plaintiff's Cross-Motion*
23 *for Judgment on the Pleadings, p. 12, lines 5-14, filed July*
24 *28, 2015. Plaintiffs did not request reconsideration of that*
25 *order and the Court does not now reconsider that order.*

26 Price and Shackelford now argue through their motion for
27 summary judgment that Plaintiffs have not specifically claimed,
28 nor sought, the remedy of rescision of the SA and that it would
be too late for Plaintiffs to now do so. Further, by obtaining
default judgements against C4 and Rawson on the SA and making
efforts to enforce those judgements, Plaintiffs have elected

1 their remedy, i.e., enforcement of the SA, and cannot now
2 pursue the inconsistent remedy of rescision. Lastly, if the SA
3 is not subject to being rescinded, then the release provision
4 of the SA prohibits Plaintiffs from suing Price and
5 Shackelford.

6
7 In their opposition, Plaintiffs clarify what they are
8 attempting to accomplish through the lawsuit. Specifically,
9 "They [Plaintiffs] sued for money damages under the Settlement
10 Agreement and obtained a judgment against C4. They
11 [Plaintiffs] are now seeking to pierce the corporate veil and
12 hold Joe Baker and the other Defendants liable for the debts of
13 C4." Plaintiffs' Opposition, p.2, lines 2-6. The Court has
14 already held that Plaintiffs cannot, as a matter of law, pursue
15 that course. July 28, 2015 *Order Granting in Part Defendant*
16 *Joe Baker's Motion for Judgment on the Pleadings and Denying*
17 *Plaintiffs' Cross Motion for Judgment on the Pleadings.*

18 Plaintiffs further indicate, "They [Plaintiffs] are also
19 suing Joe Baker and the other Defendants directly for fraud and
20 other tortious activity related to the Joint Venture
21 Agreement." Plaintiffs' Opposition, page 2, lines 6-8.
22 Regarding the SA and the impact of its release provision,
23 Plaintiffs state, "Rescision does not apply to this case, as
24 Baker has never offered to restore the Cain's to their former
25 position. Hence, the Settlement Agreement cannot be rescinded
26 and the correct course of action was for the Cains to sue for
27 money damages, which they have done." Plaintiffs' Opposition,
28

1 page 6, lines 17-21.

2 This clarification by Plaintiffs removes the material
3 issue that previously deterred the Court from granting complete
4 judgment on the pleadings in favor of Price, Shackelford and
5 Baker, i.e., whether Plaintiffs seek to rescind the SA and
6 whether there exists grounds to do so. Plaintiffs have now
7 made it patently clear that they do not seek to rescind or
8 otherwise void the SA or even argue the existence of grounds to
9 do so. Accordingly, all remaining parties acknowledge the
10 validity of the SA and its release provision.
11

12 Since Plaintiffs have removed from consideration arguments
13 regarding rescision or validity of the SA, the Court agrees with
14 Plaintiffs that the doctrine of election of remedies is not
15 applicable. The case has matriculated to a point where the
16 Court must determine whether the release provision
17 unambiguously preempts the Plaintiffs' remaining claims for
18 relief against Price and Shackelford.
19

20 **Standard of Review and Applicable Law**

21 Summary judgment is appropriate when, after viewing the
22 evidence in a light most favorable to the non-moving party,
23 there remain no genuine issues of material fact and the moving
24 party is entitled to judgment as a matter of law. NRCP 56;
25 *Butler v. Bogdanovich*, 101 Nev. 449, 451, 705 P.2d 662, 663
26 (1985).

27 A genuine factual dispute occurs when the evidence is such
28 that a rational trier of fact could return a verdict for the

1 non-moving party. *Wood v. Safeway, Inc.*, 121 Nev. 724, 731,
2 121 P.3d 1026, 1031 (2005). See also *Cuzze v. University and*
3 *Community College System of Nevada*, 123 Nev. 598, 602-03, 172
4 P.3d 131, 134 (2007) (party moving for summary judgment bears
5 the initial burden of production to show the absence of a
6 genuine issue of material fact).
7

8 The Court must give the party opposing summary judgment
9 the benefit of all favorable inferences. *O'Dell v. Martin*, 101
10 Nev. 142, 144, 696 P.2d 996, 997 (1985); *Berge v. Fredericks*,
11 95 Nev. 183 (1979). While the court must construe the
12 pleadings and evidence in a light most favorable to the non-
13 moving party, that party must show more than some metaphysical
14 doubt as to the operative, material facts. *Wood*, 121 Nev. at
15 732.

16 The parties have failed to cite any one of a fair number
17 of cases regarding release provisions that have been decided by
18 the Nevada Supreme Court. Many of the decision have upheld or
19 mandated summary judgment or dismissal on the pleadings based
20 upon unambiguous release terms. See, e.g., *Chwialkowski v.*
21 *Sachs*, 108 Nev. 404, 834 P.2d 405 (1992); *Sibson v. Farmers*
22 *Insurance Group*, 88 Nev. 417, 498 P.2d 1331 (1972); *Allstate*
23 *Insurance Co. v. Fackett*, 125 Nev. 132, 206 P.3d 572 (2009);
24 *University of Nevada v. Jones and Taylor*, 116 Nev. 428, 997
25 P.2d 812 (2000). The Nevada Supreme Court has reversed summary
26 judgment and/or dismissals where release provisions were
27 ambiguous and/or where there remained genuine issues of
28

1 material fact. See, e.g., *In Re: Amerco Derivative Litigation*,
2 127 Nev.Ad.Op 17, 252 P.3d 681, (2001); *Shapiro v. Forsythe*, 103
3 Nev. 666, 747 P.2d 241 (1987); *Oh v. Wilson*, 112 Nev. 38, 910
4 P.2d 276 (1996); *Russ v. General Motors Corp.*, 111 Nev. 1431,
5 906 P.2d 718 (1995).

6
7 It is clear from the case law that settlement agreements
8 are contracts and as such are governed by contract law. *Mack*
9 *v. Mack Estate*, 125 Nev. 80, 95, 206 P.3d 98, 108 (2009). An
10 unambiguous release within a settlement agreement is construed
11 from the language of the document. *In Re: Amerco Derivative*
12 *Litigation*, 127 Nev.Ad.Op 17, 252 P.3d 681, 693 (2001), citing
13 *Chwialkowski v. Sachs*, 108 Nev. 404, 406, 834 P.2d 405, 406
14 (1992).

15 "When a contract is unambiguous and neither party is
16 entitled to relief from the contract, summary judgment based on
17 the contractual language is proper." *Allstate Insurance Co. v.*
18 *Fackett*, 125 Nev. 132, 137, 206 P.3d 572, 575 (2009), citing
19 *Chwialkowski v. Sachs*, 108 Nev. 404, 406, 834 P.2d 405, 406
20 (1992) (holding that summary judgment was proper because an
21 unambiguous contract can be construed as a matter of law from
22 the language of the document); See also, *University of Nevada*
23 *v. Jones and Taylor*, 116 Nev. 428, 431, 997 P.2d 812, 814
24 (2000) (holding that summary judgment is appropriate when a
25 contract is clear and unambiguous, meaning the contract is not
26 reasonably susceptible to more than one interpretation).
27
28

1 A court's "ultimate goal is to effectuate the contracting
2 parties' intent, however, when that intent is not clearly
3 expressed in the contractual language, we may also consider the
4 circumstances surrounding the agreement." *Id.*, citing *Sheehan*
5 & *Sheehan v. Nelson Malley & Co.*, 121 Nev. 481, 487-91, 117
6 P.3d 219, 223-24 (2005).

7 **Applicability of Release Provision to Price and Shackelford**

8 Plaintiffs make multiple arguments as to why the release
9 provision of the SA should not be employed so as to release
10 Price and Shackelford. Price and Shackelford disagree. Each
11 of Plaintiffs' claims are addressed below.

12
13 Importantly, Plaintiffs do not contend that Price and
14 Shackelford were not intended to be protected by the release.
15 Rather, Plaintiffs contend the release provision of the SA has
16 not been triggered given C4's non-performance. The Court
17 already rejected this argument in the July 28, 2015 *Order*
18 *Granting in Part Defendant Joe Bakers Motion for Judgment on*
19 *the Pleadings and Denying Plaintiffs' Cross-Motion for Judgment*
20 *on the Pleadings*, finding that the plain and unambiguous terms
21 of the SA made the release provision effective upon execution
22 of the SA. Payment of the \$20,000,000 by C4 and Rawson was not
23 a condition precedent to the release. Plaintiffs did not
24 request reconsideration of the Court's ruling and the Court
25 does not herein reconsider that ruling. Plaintiffs acknowledge
26 that, "By signing the Settlement Agreement (with the release
27 clause), the Cains gave up a valuable legal right."

1 Plaintiffs' Opposition, page 14, lines 20-21. The Court
2 agrees.

3 Plaintiffs also contend the release provision should be
4 read narrowly. Specifically, Plaintiffs focus upon Section 2.1
5 of the SA which states, in part, that C4 is discharged from
6 "...all claims arising out of C4 worldwide's financial
7 misfortunes and resultant inability to timely pay..." SA,
8 Section 2.1. Plaintiffs argue that since the claims in the TAO
9 did not arise out of C4's financial misfortune, the release
10 does not apply. The Court already rejected this argument in
11 the July 28, 2015 Order Granting in Part Defendant Joe Bakers
12 Motion for Judgment on the Pleadings and Denying Plaintiffs'
13 Cross-Motion for Judgment on the Pleadings, finding that
14 Plaintiffs ignore the broad, sweeping and unambiguous release
15 language found in the release provision and throughout the SA.
16 Examples of such include:
17

18 The Title of the SA:

19 Settlement Agreement and Release of All Claims.

20 SA, Section 3.1:

21 "The parties expressly acknowledge and agree that the
22 Release set for in Section 2 is a general release..."

23 SA, page 1:

24 "WHEREAS the Parties are each desiring to resolve
25 issues having to do with C4 WorldWide's unpaid
26 financial obligations arising out of the Promissory
27 Note and Security Interest in the CMO Securities
28 Agreement intend to cease further collection efforts,
including but not limited to the filing of any
litigation..."

1 SA, page 1:

2 "WHEREAS each party desires to settle all the claims,
3 fully and finally..."

4 SA, Section 2.1:

5 And, Plaintiffs "hereby fully and forever release C4
6 WorldWide, its...officers, directors...from any and
7 all past, present, and future claims, demands,
8 obligations, causes of action for damages of any
9 kind, known and unknown, the basis for which now
exists or may hereafter become manifest that are
directly or indirectly related to the facts in any of
the claims of any kind asserted against or which
could have been asserted in any of the claims."

10 Again, Plaintiffs did not request reconsideration of the
11 Court's ruling and the Court does not herein reconsider that
12 ruling.

13 Plaintiffs also argue that the SA was a mere recital of an
14 already existing obligation of C4 to pay them \$20,000,000 under
15 the JVA. Plaintiffs inexplicably disregard clear and
16 unambiguous language in the SA to the contrary. Specifically,
17 section 3.4 of the SA provides: "The parties expressly
18 acknowledge and agree that the terms of this Agreement are
19 contractual in nature and not merely a recital." SA, section
20 3.4. This provision renders Plaintiffs' contention untenable.

21 Plaintiffs further argue that C4 and Rawson did not give
22 Plaintiffs any new or separate consideration for the release.
23 The plain and unambiguous terms of the JVA and SA suggest
24 otherwise. The JVA did not obligate C4 to pay Heli Ops
25 \$20,000,000.00 plus interest. Rather, the JVA required C4 to
26 purchase CMO's with the \$1,000,000 loan proceeds. Assuming the
27

1 CMO's to be profitable, Heli Ops was to get the first
2 \$20,000,000 in profits and C4 would get all profits thereafter.
3 Further, the JVA makes no mention of C4 having to pay interest.
4 Under the SA, C4 and Rawson became obligated to pay Heli Ops
5 \$20,000,000 regardless of the profitability of the CMO's.
6 Additionally, C4 and Rawson agreed to pay interest on the
7 \$20,000,000, something they were not obligated to do under the
8 JVA. These obligations went beyond the obligations created by
9 the JVA and constituted consideration for the release provision
10 of the SA.
11

12 Additionally, Rawson was not a party to the JVA and did
13 not have any personal, financial obligation to Heli Ops under
14 the JVA. By signing the SA in his individual capacity, Rawson
15 made himself personally liable to Plaintiffs. This is now
16 undisputed given Plaintiffs' success in obtaining a default
17 judgement against Rawson on the settlement agreement.

18 A final point regarding consideration for the release
19 concerns the Cains. The Cains were not a party to the JVA and
20 C4 did not have any financial obligation to the Cains under the
21 JVA. The Cains were, however, a party to the SA. Through the
22 SA, C4 and Rawson agreed to be liable not only to Heli Ops but
23 to the Cains. This too acted as consideration for the release
24 provision of the SA. The Court finds from the plain and
25 unambiguous language of the JVA and SA that there was ample
26 consideration for the release and it is a gross understatement
27 for Plaintiffs to claim otherwise.
28

1 As a subset of their argument regarding consideration,
2 Plaintiffs claim that all Defendants, including Price and
3 Shackelford, fraudulently induced Plaintiffs to enter the SA,
4 thereby getting something for nothing as in *Bernard v. Rockhill*
5 *Development Co.*, 103 Nev. 132, 743 P.2d 1238.¹ The Court's
6 findings regarding consideration for the release, gleaned from
7 the plain and unambiguous language of the SA, debunk this claim
8 and distinguish this case from *Bernard*.

9 Further, the Restatement (Second) of Contracts provides:

10 Ordinarily, therefore, courts do not inquire into the
11 adequacy of consideration...Gross inadequacy of
12 consideration may be relevant to issues of...fraud and the
13 like, but the requirement of consideration is not a
14 safeguard against imprudent and improvident contracts
except in cases where it appears that there is no bargain
in fact.

15 ...

16 Although the requirement of consideration may be met
17 despite great difference in the values exchanged, gross
18 inadequacy of consideration may be relevant in the
19 application of other rules. Inadequacy "such as shocks
20 the conscience" is often said to be a "badge of fraud,"
justifying a denial of specific performance. Inadequacy
may also help to justify rescission or cancellation on the
ground of lack of capacity, mistake, misrepresentation,
duress or undue influence.

21 *Oh v. Wilson*, 112 Nev. 38, 41, 910 P.2d 276, 278-79 (1996),
22 quoting Restatement (Second) of Contracts, Sec. 79 cmt. c and
23 cmt. e (1979).

24 The consideration evident from the face of the SA does

26 1 Plaintiffs do not seek rescission of the SA yet they claim
27 damages for fraud in its inducement. This is yet another
28 example of how Plaintiffs desire to keep the SA in tact so as
to reap its benefits, i.e., \$20,000,000 plus interest, while
attempting to circumvent the general release.

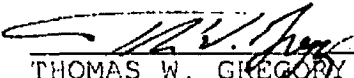
1 not, as a matter of law, shock the conscience or reflect a
2 badge of fraud even when viewed in a light most favorable to
3 Plaintiffs. Further, the plain and unambiguous terms of the SA
4 reflect that each party acknowledged having obtained
5 independent legal advice regarding the SA and "That the parties
6 further warrant that no promise or inducement has been offered,
7 except as set forth in this Agreement, and that this Agreement
8 is executed without reliance on any statement or representation
9 by any other party concerning the nature and extent of damages
10 or legal liability." SA, Section 3.2. Lastly, Plaintiffs have
11 not alleged any facts indicating that Price and Shackelford,
12 non-parties to the SA, personally and fraudulently induced
13 Plaintiffs into executing the SA.
14

15 The Court finds, as a matter of law, from the clear and
16 unambiguous terms of the Settlement Agreement and Release of
17 All Claims, that Plaintiffs bargained for the liability of C4
18 and Rawson to the tune of \$20,000,000 plus interest in return
19 for the general and sweeping release of the likes of Price and
20 Shackelford, non-parties to the JVA. The release preempts all
21 of the claims in Plaintiffs' TAC against Price and Shackelford.
22 Construing the SA in such a manner is consistent with the clear
23 and unambiguous terms of the SA, and requires no inferences or
24 reading into of terms. It likewise does not create an absurd
25 result, especially when considering that Plaintiffs
26 successfully obtained judgments against C4 and others under the
27 SA. This is exactly what the parties to the SA bargained for.
28

1 Further, because Plaintiffs have not alleged or provided
2 any evidence that Price and Shackelford possess, control or
3 otherwise own any of the CMO's in question, there is also no
4 basis for Plaintiffs' request for constructive trust of the
5 CMO's. Good cause appearing,

6 IT IS HEREBY ORDERED that summary judgement is GRANTED as
7 to Price and Shackelford as to all claims in the TAC. This
8 judgment is certified as final pursuant to NRCP 54(b).
9


10 Dated this 5th day of November, 2015.

11 
12 THOMAS W. GREGORY
13 DISTRICT COURT JUDGE

14 Copies served by mail this 5th day of November 2015, to:

15 Michael Matuska, Esq.
16 2310 South Carson Street, #6
17 Carson City, Nevada 89701

18 Richard A. Oshinski, Esq.
19 Oshinski & Forsberg, Ltd.
20 504 E. Musser Street, Suite 302
21 Carson City, Nevada 89701

22 
23 Vicki Barrett

1 Mark Forsberg, Esq., NSB 4265
2 Rick Oshinski, Esq., NSB 4127
3 OSHINSKI & FORSBERG, LTD.
4 504 E. Musser Street, Suite 302
5 Carson City, NV 89701
6 T 775-301-4250 | F 775-301-4251
7 Mark@OshinskiForsberg.com
8 Rick@OshinskiForsberg.com
9 Attorney for Defendants
10 MICKEY SHACKELFORD and
11 RICHARD PRICE

RECEIVED

NOV 12 2015

Douglas County
District Court Clerk

FILED

2015 NOV 12 AM 10:06

BOBBIE R. WILLIAMS
CLERK

[Signature]
DEPUTY

IN THE NINTH JUDICIAL DISTRICT COURT OF NEVADA

IN AND FOR THE COUNTY OF DOUGLAS

13 PEGGY CAIN, an individual; JEFFREY CAIN,
14 an individual; and HELI OPS
15 INTERNATIONAL, LLC, an Oregon limited
16 liability company.

Case No. 11 CV 0296

Dept. No. 11

17 Plaintiffs,

NOTICE OF ENTRY OF ORDER

18 vs.

19 D.R. RAWSON, an individual; C4
20 WORLDWIDE, INC., a Nevada corporation;
21 RICHARD PRICE, an individual; JOE BAKER,
22 an individual; MICKEY SHACKELFORD, an
23 individual; MICHAEL K. KAVANAGH, an
24 individual; JEFFREY EDWARDS, an
25 individual; and DOES 1-10, inclusive.


26 Defendants.

27 PLEASE TAKE NOTICE that this Court entered its Order Granting Summary Judgment as to
28 Richard Price and Mickey Shackelford on the 5th day of November, 2015, a true and correct copy of
which is attached hereto as Exhibit 1.

The undersigned does hereby affirm that this document does not contain the Social Security Number of any person.

Dated this 9th day of November, 2015.

OSHINSKI & FORSBERG, LTD.

By 
Mark Forsberg, Esq., NSB 4265
Rick Oshinski, Esq., NSB 4127
*Attorneys for Defendants Richard Price
and Mickey Shackelford*

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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Oshinski & Forsberg, Ltd., and that on this date, I served the
within **Notice of Entry of Order Granting Summary Judgment as to Richard Price and Mickey
Shackelford** on the following individuals or entities by serving a true copy thereof by the following method(s):

☒ enclosed in a sealed envelope with postage fully prepaid thereon, in the United States Post
Office mail, pursuant to NRCP 5(b)(2)(B);

☐ via electronic filing pursuant to Nevada Electronic Filing and Conversion Rules ("NEFCR")
9(b);

☐ hand delivery via Reno/Carson Messenger Service pursuant to NRCP 5(b)(2)(A);

☐ electronic transmission (e-mail) to the address(es) listed below, pursuant to NRCP
5(b)(2)(D); and/or

☐ Federal Express, UPS, or other overnight delivery

fully addressed as follows:

Michael L. Matuska, Esq.
Matuska Law Offices, Ltd.
2310 S. Carson Street, Suite 6
Carson City, NV 89701
F 775-350-7222
Attorneys for Plaintiffs

Michael J. McLaughlin, Esq.
Feldman, McLaughlin Thiel, LLP
178 U.S. Highway 50, Ste. B
P.O. Box 1309
Zephyr Cove, NV 89448
Attorney for Jeffrey Edwards

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 9th day of November, 2015, in Carson City, Nevada.

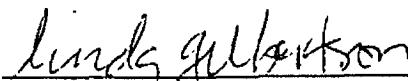

Linda Gilbertson

EXHIBIT 1

EXHIBIT 1

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NOV - 5 2015

Douglas County
District Court Clerk

FILED

2015 NOV -5 AM 9: 54

BOBBIE R. WILLIAMS
CLERK

BY BOBBIE R. WILLIAMS DEPUTY

Case No. 11-CV-0296

Dept. No. II

IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF DOUGLAS

PEGGY CAIN, an individual;
JEFFREY CAIN, an individual;
and HELI OPS INTERNATIONAL,
LLC, an Oregon limited
liability company,

Plaintiffs,

vs.

DR RAWSON, an individual; C4
WORLDWIDE, INC., a Nevada
corporation; RICHARD PRICE,
an individual; JOE BAKER, an
individual; MICKEY
SHACKELFORD, an individual;
MICHAEL K. KAVANAGH, an
individual; JEFFREY EDWARDS,
an individual; and DOES 1-10,
inclusive,

Defendants.

ORDER GRANTING SUMMARY
JUDGMENT AS TO RICHARD PRICE
AND MICKEY SHACKELFORD

THIS MATTER comes before the Court on Defendant Joe
Baker's Motion for Order Confirming Election of Remedy and for
Summary Judgment Thereon filed on August 17, 2015. The motion
was joined by Defendants Richard Price ("Price") and Mickey
Shackelford ("Shackelford") on August 28, 2015 and opposed by
Plaintiffs on September 2, 2015. Baker was dismissed from the
case on September 11, 2015. The motion is ripe for

1 consideration as to Price and Shackelford.

2 This litigation regards a joint venture agreement between
3 Heli Ops International and C4 Worldwide and a subsequently
4 entered into settlement agreement. Plaintiffs have been at
5 liberty over the course of the past four years to direct their
6 lawsuit. Plaintiffs have secured \$20,000,000 default judgments
7 against C4 Worldwide, Inc., and individual defendants DR
8 Rawson, Michael Kavanagh and Jeffrey Edwards premised upon the
9 settlement agreement. Price and Shackelford,
10 directors/officers of C4, are the only remaining Defendants.
11

12 Plaintiffs summarize what remains of the case as follows:
13 "They [Plaintiffs] sued for money damages under the Settlement
14 Agreement and obtained a judgment against C4. They
15 [Plaintiffs] are now seeking to pierce the corporate veil and
16 hold Joe Baker and the other Defendants liable for the debts of
17 C4. They [Plaintiffs] are also suing Joe Baker and the other
18 Defendants directly for fraud and other tortious activity
19 related to the Joint Venture Agreement." Plaintiffs'
20 Opposition, page 2, lines 2-8.
21

22 The question squarely before the Court is whether the
23 sweeping release provision of the settlement agreement
24 unambiguously preempts Plaintiffs' claims against Price and
25 Shackelford, directors/officers of C4. The Court answers that
26 question in the affirmative and grants summary judgment.

27 ///

28 ///

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Procedural and Factual Background

Heli Ops International, LLC ("Heli Ops"), is an Oregon corporation for which Jeffrey Cain is a member. Peggy Cain is married to Jeffrey Cain. C4 Worldwide, Inc. ("C4") is a Nevada Corporation whose officers/directors include DR Rawson, Richard Price, Mickey Shackelford, Michael Kavanagh, Joe Baker, and, allegedly, Jeffrey Edwards.

On November 29, 2009, Heli Ops entered into a joint venture agreement ("JVA") with C4. The JVA required Heli Ops to loan C4 \$1,000,000 USD. The funds were to be used by C4 as the capital to acquire and then leverage Collateralized Mortgage Obligations ("CMO") with a face value of "up to \$1,000,000,000 USD."

Under the JVA, C4 was to have a 51% ownership interest in the CMO's and Heli Ops a 49% ownership interest. The JVA designated that the first \$20,000,000 in profits obtained from leveraging the CMO's in international trade would go to Heli Ops. If that occurred, Heli Ops was to transfer its ownership interest in the CMO's to C4, making C4 the sole owner of the CMO's and entitled to all further profits. The "objective" of the JVA was to "gain \$40,000,000 USD or more from the results thereof" for the parties to the JVA.

On the same day the JVA was entered into, and in conjunction therewith, C4 and Heli Ops executed a Promissory Note and Security Interest in the CMO ("Promissory Note"). The Promissory Note indicates a loan amount of \$1,000,000 USD from

1 Heli Ops to C4 with a loan period of two months. The
2 Promissory Note calls for C4 to pay Heli Ops \$20,000,000 "as
3 per the terms of the Joint Venture Agreement between the
4 parties executed on November 29, 2009." Further, "the full
5 repayment per the above schedule will end on the 30th of
6 December, 2009." The CMO's were designated as collateral for
7 the Promissory Note consistent with the ownership interests
8 designated in the JVA.
9

10 Heli Ops transferred \$1,000,000 to C4. C4 purchased
11 CMO's. C4 did not repay the \$1,000,000 loan nor did Heli Ops
12 receive from C4 any profits from the CMO's.

13 On March 1, 2010, a document entitled *Settlement Agreement*
14 *and Release of All Claims* ("SA") was executed by Heli Ops and
15 C4 with Jeffrey Cain, Peggy Cain and DR Rawson joining in their
16 individual capacities.

17 The SA begins with the following statement of intent:

18 WHEREAS the Parties are each desiring to resolve
19 issues having to do with C4 WorldWide's unpaid
20 financial obligations arising out of the Promissory
21 Note and Security Interest in the CMO Securities
22 dated November 29, 2009 and upon signing this
23 Agreement intend to cease further collection efforts
24 including but not limited to the filing of any
25 litigation and the Cains further stipulate and agree
26 that they will file no complaint(s) or the like with
27 either the Securities and Exchange Commission and/or
28 the Department of Justice of any state.

25 To the extent not modified herein, the Promissory
26 Note and Security Interest in the CMO securities
remains in full force and effect.

27 WHEREAS, each party desires to settle all the claims
28 fully and finally without admission of liability;...

1 Section 1 of the SA, entitled "CONSIDERATION" states in
2 relevant part:

3 1.1 In consideration of the Releases set forth below
4 in Section 2 and the other terms set forth herein, C4
5 WorldWide stipulates that it owes the Cains Twenty
6 Million USD (\$20,000,000) and that said amount was
7 due on December 29, 2009 and remains unpaid. C4
8 WorldWide acknowledges its obligation to pay and
9 agrees to pay the sum of \$20,000,000, plus all
10 accumulated interest, to Cains no later than 90 days
11 from February 25, 2010...

12 Consistent with the JVA, section 1.2 requires that C4
13 assign a 49% interest in the CMO's to the Cains. Upon payment
14 of the \$20,000,000 plus interest, the SA and JVA require the
15 Cains to transfer their 49% ownership interest in the CMO's
16 back to C4.

17 Section 2 of the SA, entitled "RELEASE" states in relevant
18 part:

19 2.1 The Cains...and all other affiliated persons,
20 firms or corporations, hereby fully and forever
21 releases and discharges C4 WorldWide, from any and
22 all claims that exist arising out of C4 WorldWide's
23 financial misfortunes and resultant inability to
24 timely pay the Promissory Note and Security Interest
25 in CMO Securities dated November 29, 2009 (a true and
26 correct copy of which is attached hereto as Exhibit A
27 and is incorporated herein by reference). Such
28 release covers the Cains...hereby fully and forever
release and discharge C4 WorldWide, its successors,
predecessors, parents, assigns, agents, employees,
officers, directors, insurers, and all other
affiliated persons, firms or corporations, of and
from any and all past, present and future claims,
demands, obligations, causes of action for damages of
any kind, known and unknown, the basis of which now
exist or hereafter may become manifest that are
directly or indirectly related to the facts in any of
the claims of any kind asserted against or which
could have been asserted in any of the claims.

1 Section 3 of the SA, entitled "EXPRESS ACKNOWLEDGMENTS,
2 REPRESENTATIONS, AND WARRANTIES" states in relevant part:

3 3.1 The parties expressly acknowledge and agree that
4 the Release set forth in Section 2 is a general
5 release of the matters described above.

6 ...

7 3.3 The parties expressly acknowledge and agree that
8 the purpose and effect of this Agreement is to fully
9 and forever resolve all issues relating to claims
10 arising out of and which could be asserted in this
11 case and that no party will pursue the other for
12 anything relating in any way to the claims being
13 released.

14 3.4 The parties expressly acknowledge and agree that
15 the terms of this Agreement are contractual in nature
16 and not merely a recital.

17 C4 did not pay Heli Ops or the Cains \$20,000,000, nor did
18 they transfer a 49% interest in the CMO's to Heli Ops/Cains.
19 Heli Ops/Cains ("Plaintiffs") filed this lawsuit on September
20 14, 2011. The case started out with seven named defendants:
21 C4; DR Rawson ("Rawson"); Michael Kavanagh ("Kavanagh");
22 Jeffrey Edwards ("Edwards"); Joe Baker ("Baker"); Mickey
23 Shackelford ("Shackelford"); and Richard Price ("Price").

24 Over the next four years the landscape of the case shifted
25 through four different complaints and many motions. The
26 Plaintiffs obtained default judgments against C4, Rawson,
27 Kavanagh and Edwards for \$20,000,000 under the SA. Baker was
28 recently dismissed out of the case at the joint request of
Plaintiffs and Baker. Price and Shackelford are the only
remaining defendants.

1 In the Third Amended Complaint ("TAC"), Plaintiffs allege
2 seven claims for relief. The first claim is against C4 and
3 Rawson for breach of contract, i.e., the SA. The claim also
4 seeks to hold Price and Shackelford individually liable for
5 C4's breach of the SA under a theory of alter ego but, as
6 explained further below, that claim was previously dismissed on
7 the pleadings.

8
9 The TAC's second claim for relief alleges fraud on the
10 part of Price and Shackelford as it relates to their role in
11 inducing Plaintiffs to enter into the JVA and later the SA.

12 The TAC's third claim for relief alleges civil conspiracy
13 amongst the individually named defendants, including Price and
14 Shackelford, as it relates to their role in inducing Plaintiffs
15 to enter into the JVA and later the SA.

16 The TAC's fourth claim for relief alleges negligence on
17 the part of the individually named defendants, including Price
18 and Shackelford, in monitoring the business activities of C4.

19 The TAC's fifth claim for relief alleges that all
20 Defendants converted or diverted funds, profits from and/or
21 ownership in the CMO's. (There is no sixth or seventh claim
22 listed in the TAC.)

23
24 The TAC's eighth claim for relief requests that Plaintiffs
25 be granted constructive trust over the CMO's and/or any profits
26 generated therefrom.

27 The TAC's ninth claim for relief alleges intentional
28 interference with contractual relations in that all Defendants

1 interfered with or disrupted the performance of the JVA.

2 On July 28, 2015, the Court granted partial judgment on
3 the pleadings in favor of Baker, Price and Shackelford and
4 certified the judgment as final. The Court held that given the
5 release provision of the SA, Plaintiffs cannot, as a matter of
6 law, enforce the SA against Price and Shackelford, non-party
7 beneficiaries to the SA, under a theory of alter ego. However,
8 based upon limited language in the TAC wherein Plaintiffs
9 seemingly contest the validity of the SA, the Court stated:

11 As already indicated, the allegation in the TAC that the
12 Settlement Agreement was illusory could form the basis to
13 set aside the Settlement Agreement in its entirety,
14 including the Release. In which case, Plaintiffs could
15 pursue personal liability under the Joint Venture
16 Agreement on the theory of alter ego. Material issues of
17 fact thus exists that prevent a determination with respect
18 to the enforceability of the Release on those portions of
19 the remaining claims for Relief relating to the Joint
20 Venture Agreement.

21 *Order Granting in Part Defendant Joe Baker's Motion for*
22 *Judgment on the Pleadings and Denying Plaintiff's Cross-Motion*
23 *for Judgment on the Pleadings, p. 12, lines 5-14, filed July*
24 *28, 2015. Plaintiffs did not request reconsideration of that*
25 *order and the Court does not now reconsider that order.*

26 Price and Shackelford now argue through their motion for
27 summary judgment that Plaintiffs have not specifically claimed,
28 nor sought, the remedy of rescission of the SA and that it would
be too late for Plaintiffs to now do so. Further, by obtaining
default judgements against C4 and Rawson on the SA and making
efforts to enforce those judgements, Plaintiffs have elected

1 their remedy, i.e., enforcement of the SA, and cannot now
2 pursue the inconsistent remedy of rescision. Lastly, if the SA
3 is not subject to being rescinded, then the release provision
4 of the SA prohibits Plaintiffs from suing Price and
5 Shackelford.

6
7 In their opposition, Plaintiffs clarify what they are
8 attempting to accomplish through the lawsuit. Specifically,
9 "They [Plaintiffs] sued for money damages under the Settlement
10 Agreement and obtained a judgment against C4. They
11 [Plaintiffs] are now seeking to pierce the corporate veil and
12 hold Joe Baker and the other Defendants liable for the debts of
13 C4." Plaintiffs' Opposition, p.2, lines 2-6. The Court has
14 already held that Plaintiffs cannot, as a matter of law, pursue
15 that course. July 28, 2015 *Order Granting in Part Defendant*
16 *Joe Baker's Motion for Judgment on the Pleadings and Denying*
17 *Plaintiffs' Cross Motion for Judgment on the Pleadings.*

18 Plaintiffs further indicate, "They [Plaintiffs] are also
19 suing Joe Baker and the other Defendants directly for fraud and
20 other tortious activity related to the Joint Venture
21 Agreement." Plaintiffs' Opposition, page 2, lines 6-8.
22 Regarding the SA and the impact of its release provision,
23 Plaintiffs state, "Rescision does not apply to this case, as
24 Baker has never offered to restore the Cain's to their former
25 position. Hence, the Settlement Agreement cannot be rescinded
26 and the correct course of action was for the Cains to sue for
27 money damages, which they have done." Plaintiffs' Opposition,
28

1 page 6, lines 17-21.

2 This clarification by Plaintiffs removes the material
3 issue that previously deterred the Court from granting complete
4 judgment on the pleadings in favor of Price, Shackelford and
5 Baker, i.e., whether Plaintiffs seek to rescind the SA and
6 whether there exists grounds to do so. Plaintiffs have now
7 made it patently clear that they do not seek to rescind or
8 otherwise void the SA or even argue the existence of grounds to
9 do so. Accordingly, all remaining parties acknowledge the
10 validity of the SA and its release provision.
11

12 Since Plaintiffs have removed from consideration arguments
13 regarding rescision or validity of the SA, the Court agrees with
14 Plaintiffs that the doctrine of election of remedies is not
15 applicable. The case has matriculated to a point where the
16 Court must determine whether the release provision
17 unambiguously preempts the Plaintiffs' remaining claims for
18 relief against Price and Shackelford.
19

20 Standard of Review and Applicable Law

21 Summary judgment is appropriate when, after viewing the
22 evidence in a light most favorable to the non-moving party,
23 there remain no genuine issues of material fact and the moving
24 party is entitled to judgment as a matter of law. NRCP 56;
25 *Butler v. Bogdanovich*, 101 Nev. 449, 451, 705 P.2d 662, 663
26 (1985).

27 A genuine factual dispute occurs when the evidence is such
28 that a rational trier of fact could return a verdict for the

1 non-moving party. *Wood v. Safeway, Inc.*, 121 Nev. 724, 731,
2 121 P.3d 1026, 1031 (2005). See also *Cuzze v. University and*
3 *Community College System of Nevada*, 123 Nev. 598, 602-03, 172
4 P.3d 131, 134 (2007) (party moving for summary judgment bears
5 the initial burden of production to show the absence of a
6 genuine issue of material fact).

7
8 The Court must give the party opposing summary judgment
9 the benefit of all favorable inferences. *O'Dell v. Martin*, 101
10 Nev. 142, 144, 696 P.2d 996, 997 (1985); *Berge v. Fredericks*,
11 95 Nev. 183 (1979). While the court must construe the
12 pleadings and evidence in a light most favorable to the non-
13 moving party, that party must show more than some metaphysical
14 doubt as to the operative, material facts. *Wood*, 121 Nev. at
15 732.

16 The parties have failed to cite any one of a fair number
17 of cases regarding release provisions that have been decided by
18 the Nevada Supreme Court. Many of the decision have upheld or
19 mandated summary judgment or dismissal on the pleadings based
20 upon unambiguous release terms. See, e.g., *Chwialkowski v.*
21 *Sachs*, 108 Nev. 404, 834 P.2d 405 (1992); *Sibson v. Farmers*
22 *Insurance Group*, 88 Nev. 417, 498 P.2d 1331 (1972); *Allstate*
23 *Insurance Co. v. Fackett*, 125 Nev. 132, 206 P.3d 572 (2009);
24 *University of Nevada v. Jones and Taylor*, 116 Nev. 428, 997
25 P.2d 812 (2000). The Nevada Supreme Court has reversed summary
26 judgment and/or dismissals where release provisions were
27 ambiguous and/or where there remained genuine issues of
28

1 material fact. See, e.g., *In Re: Amerco Derivative Litigation*,
2 127 Nev.Ad.Op 17, 252 P.3d 681, (2001); *Shapro v. Forsythe*, 103
3 Nev. 666, 747 P.2d 241 (1987); *Oh v. Wilson*, 112 Nev. 38, 910
4 P.2d 276 (1996); *Russ v. General Motors Corp.*, 111 Nev. 1431,
5 906 P.2d 718 (1995).

6
7 It is clear from the case law that settlement agreements
8 are contracts and as such are governed by contract law. *Mack*
9 *v. Mack Estate*, 125 Nev. 80, 95, 206 P.3d 98, 108 (2009). An
10 unambiguous release within a settlement agreement is construed
11 from the language of the document. *In Re: Amerco Derivative*
12 *Litigation*, 127 Nev.Ad.Op 17, 252 P.3d 681, 693 (2001), citing
13 *Chwialkowski v. Sachs*, 108 Nev. 404, 406, 834 P.2d 405, 406
14 (1992).

15 "When a contract is unambiguous and neither party is
16 entitled to relief from the contract, summary judgment based on
17 the contractual language is proper." *Allstate Insurance Co. v.*
18 *Fackett*, 125 Nev. 132, 137, 206 P.3d 572, 575 (2009), citing
19 *Chwialkowski v. Sachs*, 108 Nev. 404, 406, 834 P.2d 405, 406
20 (1992) (holding that summary judgment was proper because an
21 unambiguous contract can be construed as a matter of law from
22 the language of the document); See also, *University of Nevada*
23 *v. Jones and Taylor*, 116 Nev. 428, 431, 997 P.2d 812, 814
24 (2000) (holding that summary judgment is appropriate when a
25 contract is clear and unambiguous, meaning the contract is not
26 reasonably susceptible to more than one interpretation).
27

1 A court's "ultimate goal is to effectuate the contracting
2 parties' intent, however, when that intent is not clearly
3 expressed in the contractual language, we may also consider the
4 circumstances surrounding the agreement." *Id.*, citing *Sheehan*
5 & *Sheehan v. Nelson Malley & Co.*, 121 Nev. 481, 487-91, 117
6 P.3d 219, 223-24 (2005).

7 **Applicability of Release Provision to Price and Shackelford**

8 Plaintiffs make multiple arguments as to why the release
9 provision of the SA should not be employed so as to release
10 Price and Shackelford. Price and Shackelford disagree. Each
11 of Plaintiffs' claims are addressed below.

12
13 Importantly, Plaintiffs do not contend that Price and
14 Shackelford were not intended to be protected by the release.
15 Rather, Plaintiffs contend the release provision of the SA has
16 not been triggered given C4's non-performance. The Court
17 already rejected this argument in the July 28, 2015 *Order*
18 *Granting in Part Defendant Joe Bakers Motion for Judgment on*
19 *the Pleadings and Denying Plaintiffs' Cross-Motion for Judgment*
20 *on the Pleadings*, finding that the plain and unambiguous terms
21 of the SA made the release provision effective upon execution
22 of the SA. Payment of the \$20,000,000 by C4 and Rawson was not
23 a condition precedent to the release. Plaintiffs did not
24 request reconsideration of the Court's ruling and the Court
25 does not herein reconsider that ruling. Plaintiffs acknowledge
26 that, "By signing the Settlement Agreement (with the release
27 clause), the Cains gave up a valuable legal right."

1 Plaintiffs' Opposition, page 14, lines 20-21. The Court
2 agrees.

3 Plaintiffs also contend the release provision should be
4 read narrowly. Specifically, Plaintiffs focus upon Section 2.1
5 of the SA which states, in part, that C4 is discharged from
6 "...all claims arising out of C4 worldwide's financial
7 misfortunes and resultant inability to timely pay..." SA,
8 Section 2.1. Plaintiffs argue that since the claims in the TAO
9 did not arise out of C4's financial misfortune, the release
10 does not apply. The Court already rejected this argument in
11 the July 28, 2015 Order Granting in Part Defendant Joe Bakers
12 Motion for Judgment on the Pleadings and Denying Plaintiffs'
13 Cross-Motion for Judgment on the Pleadings, finding that
14 Plaintiffs ignore the broad, sweeping and unambiguous release
15 language found in the release provision and throughout the SA.
16 Examples of such include:

17
18 The Title of the SA:

19 Settlement Agreement and Release of All Claims.

20
21 SA, Section 3.1:

22 "The parties expressly acknowledge and agree that the
23 Release set for in Section 2 is a general release..."

24
25 SA, page 1:

26 "WHEREAS the Parties are each desiring to resolve
27 issues having to do with C4 WorldWide's unpaid
28 financial obligations arising out of the Promissory
Note and Security Interest in the CMO Securities
dated November 29, 2009 and upon signing this
Agreement intend to cease further collection efforts,
including but not limited to the filing of any
litigation..."

1 SA, page 1:

2 "WHEREAS each party desires to settle all the claims,
3 fully and finally..."

4 SA, Section 2.1:

5 And, Plaintiffs "hereby fully and forever release C4
6 WorldWide, its...officers, directors...from any and
7 all past, present, and future claims, demands,
8 obligations, causes of action for damages of any
9 kind, known and unknown, the basis for which now
10 exists or may hereafter become manifest that are
11 directly or indirectly related to the facts in any of
12 the claims of any kind asserted against or which
13 could have been asserted in any of the claims."

14 Again, Plaintiffs did not request reconsideration of the
15 Court's ruling and the Court does not herein reconsider that
16 ruling.

17 Plaintiffs also argue that the SA was a mere recital of an
18 already existing obligation of C4 to pay them \$20,000,000 under
19 the JVA. Plaintiffs inexplicably disregard clear and
20 unambiguous language in the SA to the contrary. Specifically,
21 section 3.4 of the SA provides: "The parties expressly
22 acknowledge and agree that the terms of this Agreement are
23 contractual in nature and not merely a recital." SA, section
24 3.4. This provision renders Plaintiffs' contention untenable.

25 Plaintiffs further argue that C4 and Rawson did not give
26 Plaintiffs any new or separate consideration for the release.
27 The plain and unambiguous terms of the JVA and SA suggest
28 otherwise. The JVA did not obligate C4 to pay Heli Ops
\$20,000,000.00 plus interest. Rather, the JVA required C4 to
purchase CMO's with the \$1,000,000 loan proceeds. Assuming the

1 CMO's to be profitable, Heli Ops was to get the first
2 \$20,000,000 in profits and C4 would get all profits thereafter.
3 Further, the JVA makes no mention of C4 having to pay interest.
4 Under the SA, C4 and Rawson became obligated to pay Heli Ops
5 \$20,000,000 regardless of the profitability of the CMO's.
6 Additionally, C4 and Rawson agreed to pay interest on the
7 \$20,000,000, something they were not obligated to do under the
8 JVA. These obligations went beyond the obligations created by
9 the JVA and constituted consideration for the release provision
10 of the SA.
11

12 Additionally, Rawson was not a party to the JVA and did
13 not have any personal, financial obligation to Heli Ops under
14 the JVA. By signing the SA in his individual capacity, Rawson
15 made himself personally liable to Plaintiffs. This is now
16 undisputed given Plaintiffs' success in obtaining a default
17 judgement against Rawson on the settlement agreement.

18 A final point regarding consideration for the release
19 concerns the Cains. The Cains were not a party to the JVA and
20 C4 did not have any financial obligation to the Cains under the
21 JVA. The Cains were, however, a party to the SA. Through the
22 SA, C4 and Rawson agreed to be liable not only to Heli Ops but
23 to the Cains. This too acted as consideration for the release
24 provision of the SA. The Court finds from the plain and
25 unambiguous language of the JVA and SA that there was ample
26 consideration for the release and it is a gross understatement
27 for Plaintiffs to claim otherwise.
28

1 As a subset of their argument regarding consideration,
2 Plaintiffs claim that all Defendants, including Price and
3 Shackelford, fraudulently induced Plaintiffs to enter the SA,
4 thereby getting something for nothing as in *Bernard v. Rockhill*
5 *Development Co.*, 103 Nev. 132, 743 P.2d 1238.¹ The Court's
6 findings regarding consideration for the release, gleaned from
7 the plain and unambiguous language of the SA, debunk this claim
8 and distinguish this case from *Bernard*.

9
10 Further, the Restatement (Second) of Contracts provides:

11 Ordinarily, therefore, courts do not inquire into the
12 adequacy of consideration...Gross inadequacy of
13 consideration may be relevant to issues of...fraud and the
14 like, but the requirement of consideration is not a
15 safeguard against imprudent and improvident contracts
16 except in cases where it appears that there is no bargain
17 in fact.

18 ...

19 Although the requirement of consideration may be met
20 despite great difference in the values exchanged, gross
21 inadequacy of consideration may be relevant in the
22 application of other rules. Inadequacy "such as shocks
23 the conscience" is often said to be a "badge of fraud,"
24 justifying a denial of specific performance. Inadequacy
25 may also help to justify rescission or cancellation on the
26 ground of lack of capacity, mistake, misrepresentation,
27 duress or undue influence.

28 *Oh v. Wilson*, 112 Nev. 38, 41, 910 P.2d 276, 278-79 (1996),
quoting Restatement (Second) of Contracts, Sec. 79 cmt. c and
cmt. e (1979).

The consideration evident from the face of the SA does

1 Plaintiffs do not seek rescission of the SA yet they claim
2 damages for fraud in its inducement. This is yet another
3 example of how Plaintiffs desire to keep the SA in tact so as
4 to reap its benefits, i.e., \$20,000,000 plus interest, while
5 attempting to circumvent the general release.

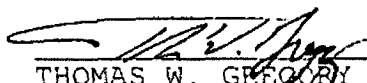
1 not, as a matter of law, shock the conscience or reflect a
2 badge of fraud even when viewed in a light most favorable to
3 Plaintiffs. Further, the plain and unambiguous terms of the SA
4 reflect that each party acknowledged having obtained
5 independent legal advice regarding the SA and "That the parties
6 further warrant that no promise or inducement has been offered,
7 except as set forth in this Agreement, and that this Agreement
8 is executed without reliance on any statement or representation
9 by any other party concerning the nature and extent of damages
10 or legal liability." SA, Section 3.2. Lastly, Plaintiffs have
11 not alleged any facts indicating that Price and Shackelford,
12 non-parties to the SA, personally and fraudulently induced
13 Plaintiffs into executing the SA.
14

15 The Court finds, as a matter of law, from the clear and
16 unambiguous terms of the Settlement Agreement and Release of
17 All Claims, that Plaintiffs bargained for the liability of C4
18 and Rawson to the tune of \$20,000,000 plus interest in return
19 for the general and sweeping release of the likes of Price and
20 Shackelford, non-parties to the JVA. The release preempts all
21 of the claims in Plaintiffs' TAC against Price and Shackelford.
22 Construing the SA in such a manner is consistent with the clear
23 and unambiguous terms of the SA, and requires no inferences or
24 reading into of terms. It likewise does not create an absurd
25 result, especially when considering that Plaintiffs
26 successfully obtained judgments against C4 and others under the
27 SA. This is exactly what the parties to the SA bargained for.
28

1 Further, because Plaintiffs have not alleged or provided
2 any evidence that Price and Shackelford possess, control or
3 otherwise own any of the CMO's in question, there is also no
4 basis for Plaintiffs' request for constructive trust of the
5 CMO's. Good cause appearing,

6 IT IS HEREBY ORDERED that summary judgement is GRANTED as
7 to Price and Shackelford as to all claims in the TAC. This
8 judgment is certified as final pursuant to NRCP 54(b).
9

10 Dated this 5th day of November, 2015.

11 
12 THOMAS W. GREGORY
13 DISTRICT COURT JUDGE

14 Copies served by mail this 5th day of November 2015, to:

15 Michael Matuska, Esq.
16 2310 South Carson Street, #6
17 Carson City, Nevada 89701

18 Richard A. Oshinski, Esq.
19 Oshinski & Forsberg, Ltd.
20 504 E. Musser Street, Suite 302
21 Carson City, Nevada 89701

22 
23 Vicki Barrett
24
25
26
27
28

1 Case No. 11-CV-0296

2 Dept. No. II

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Douglas County
District Court Clerk

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BOBBIE R. WILLIAMS
CLERK

BY: *[Signature]* DEPUTY

6 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

8 IN AND FOR THE COUNTY OF DOUGLAS

9 PEGGY CAIN, an individual;
10 JEFFREY CAIN, an individual;
11 and HELI OPS INTERNATIONAL,
LLC, an Oregon limited
liability company,

12 Plaintiffs,

13 vs.

14 DR RAWSON, an individual; C4
15 WORLDWIDE, INC., a Nevada
corporation; RICHARD PRICE,
16 an individual; JOE BAKER, an
individual; MICKEY
17 SHACKELFORD, an individual;
18 MICHAEL K. KAVANAGH, an
individual; JEFFREY EDWARDS,
19 an individual; and DOES 1-10,
inclusive,

20 Defendants.

ORDER GRANTING IN PART
DEFENDANT JOE BAKER'S MOTION
FOR JUDGMENT ON THE PLEADINGS
AND DENYING PLAINTIFF'S
CROSS-MOTION FOR JUDGMENT ON
THE PLEADINGS

21 This matter is before the Court on Defendant Joe Baker's
22 (Baker) Motion for Judgment on the Pleadings filed April 21,
23 2015. Plaintiffs Peggy Cain, Jeffrey Cain and Heli Ops
24 International, LLC (Plaintiffs) filed an opposition and Baker
25 filed a reply. Defendants Richard Price (Price) and Mickey
26 Shackelford (Shackelford) joined in Baker's motion. Plaintiffs
27 opposition filed May 8, 2015, contained a Cross-Motion for
28

1 Judgment on the Pleadings which is also ripe for decision.

2 Based upon the papers and pleadings on file herein and
3 good cause appearing, Baker's Motion for Judgment on the
4 Pleadings is GRANTED in part and DENIED in part. Plaintiffs'
5 Cross-Motion for Judgment on the Pleadings is DENIED.
6

7 Parties and Procedural Posture

8 This case is set for jury trial in September 2015.
9 Plaintiffs filed their initial Complaint on August 14, 2011.
10 The Court has previously ruled on two Motions to Dismiss as
11 well as Motions for Summary Judgment. Plaintiffs filed their
12 Third Amended Complaint (the TAC) on March 30, 2015.

13 This case started out with seven named defendants: DR
14 Rawson(Rawson); C4 Worldwide Inc., a now defunct Nevada
15 corporation (C4); Richard Price (Price); Joe Baker (Baker);
16 Mickey Shackelford (Shackelford); Michael Kavanagh (Kavanagh);
17 and Jeffrey Edwards (Edwards).

18 Plaintiffs have obtained Default Judgments against Rawson,
19 C4, Kavanagh and Edwards. The Default Judgments against
20 Rawson, C4 and Kavanagh were entered based upon the failure of
21 those defendants to file an Answer. Edwards' default was
22 imposed by the Honorable Michael P. Gibbons as a sanction for
23 his failure to participate in discovery. The Honorable David
24 R. Gamble entered a Default Judgment against Edwards on March
25 16, 2015.
26

27 The remaining defendants are Price, Baker, and
28 Shackelford. Price, Baker and Shackelford have all filed

1 Answers to the TAC.

2 Factual Background

3 Plaintiffs claimed to have loaned C4 \$1,000,000 pursuant
4 to a Joint Venture Agreement and Promissory Note executed
5 November 29, 2009. (TAC ¶¶ 14, 15).

6 Plaintiffs allege they funded the \$1,000,000 loan to C4
7 and that C4 defaulted in its obligations under the loan,
8 failing to re-pay any part of it. (TAC ¶¶ 14, 15).

9 Plaintiffs allege that on February 28, 2010, Plaintiffs,
10 C4, and Rawson entered into a Settlement Agreement and Release
11 of All Claims (the Settlement Agreement). (TAC ¶17).

12 The Settlement Agreement, which is attached to the TAC,
13 recites as its purpose that the parties to that agreement
14 desired to:

15
16 resolve issues having to do with C4 Worldwide's unpaid
17 financial obligations arising out of the Promissory Note
18 and Security Interest in the CMO Securities dated November
19 29, 2009 and upon signing this Agreement intend to cease
20 further collection efforts, including but not limited to
21 the filing of any litigation and the Cains further
22 stipulate and agree that they will file no complaint(s) or
23 the like with either the Securities and Exchange
24 Commission and/or the Department of Justice of any state.

25 The Settlement Agreement goes on to provide:

26
27 **1.1. In consideration of the Releases set forth below in**
28 **Section 2 and the other terms set forth herein, C4**
WorldWide stipulates that it owes the Cains Twenty Million
USD (\$20,000,000) and that said amount was due on December
30, 2009 and remains unpaid. C4 WorldWide acknowledges
its obligation to pay and agrees to pay the sum of
\$20,000,000, plus all accumulated interest, to Cains no
later than 90 days from February 25, 2010, less any
advance payments made, and C4 Worldwide shall use all
reasonable efforts to pay this obligation off in full as
quickly as possible.... (Emphasis added).

1 The RELEASE portion of the Settlement Agreement, the
2 "consideration," provides as follows:

3 2.1 The Cains, their successors, predecessors, parents,
4 assigns, agents, employees, officers, directors, insurers,
5 and all other affiliated persons, firms, or corporations,
6 hereby fully and forever releases and discharges C4
7 WorldWide from any and all claims that exist arising out
8 of C4 worldwide's [sic] financial misfortunes and
9 resultant inability to timely pay the Promissory Note and
10 Security Interest in the CMO Securities dated November 29,
11 2009 Such release covers the Cains their successors,
12 predecessors, parents, assigns, agents employees,
13 officers, directors, insurers, and all other affiliated
14 persons, firms, or corporations, [sic] hereby fully and
15 forever release and discharge C4 WorldWide, its
16 successors, predecessors, parents, assigns, agents,
17 employees, officers, directors, insurers, and all other
18 affiliated persons, firms, or corporations, of and from
19 any and all past, present, and future claims, demands,
20 obligations, causes of action for damages of any kind,
21 known and unknown, the basis of which now exists or may
22 hereafter become manifest that are directly or indirectly
23 related to the facts in any of the claims of any kind
24 asserted against or which could have been asserted against
25 in any of the claims. (Emphasis added).

26 The Settlement Agreement also includes the language:

27 3.1 The parties expressly acknowledge and agree that the
28 Release set forth in Section 2 is a **general release** of the
29 matters described above.... (Emphasis added).

30 3.3 The parties expressly acknowledge and agree that the
31 purpose and effect of this Agreement is to fully and
32 forever resolve all issues relating to claims arising out
33 of and which could be asserted in this case and that no
34 party will pursue the other for anything related in any
35 way to the claims being released. (Emphasis added).

36 The Settlement Agreement states that California law
37 applies.

38 Plaintiffs allege that C4 and Rawson breached the
Settlement Agreement by failing to pay them \$20,000,000, or any
part thereof. (TAC ¶23). Plaintiffs seek to hold Baker, Price

1 and Shackelford personally liable for \$20,000,000 under the
2 Settlement Agreement based upon the alter ego doctrine. (TAC
3 ¶27).

4 The TAC alleges the following causes of action:

5 First Claim for Relief: Breach of Contract (the Settlement
6 Agreement)

7 Second Claim for Relief: Fraud

8 Third Claim for Relief: Civil Conspiracy

9 Fourth Claim for Relief: Negligence

10 Fifth Claim for Relief: Conversion

11 [There is no Sixth or Seventh Claim for Relief]

12 Eighth Claim for Relief: Constructive Trust

13 Ninth Claim for Relief: Intentional Interference with
14 Contractual Relations.

15 Analysis

16 1. The Pending Motions.

17 Baker moves for judgment on the pleadings claiming that
18 Baker is a third-party beneficiary of the Settlement Agreement.
19 As such, he claims pursuant to the terms of that agreement, he
20 has been expressly released from liability for all of the
21 claims for relief set forth in the TAC.
22

23 Plaintiffs oppose Baker's motion claiming that because C4
24 and Rawson did not perform under the Settlement Agreement,
25 Baker was not released. Plaintiffs further argue that the
26 release language of the Settlement Agreement (hereinafter
27 collectively referred to as "the Release") only applies to
28

1 claims "arising out of C4's financial misfortunes and resultant
2 inability to pay," and therefore cannot be construed to release
3 the remaining defendants from liability for Plaintiff's tort
4 claims.

5 In Plaintiffs' opposition to Baker's Motion for Judgment
6 on the Pleadings, Plaintiffs assert a Cross-Motion for Judgment
7 on the Pleadings seeking the dismissal of Baker's thirty-third
8 affirmative defense of "release."
9

10 2. Standard of Review.

11 NRCP 12(c) provides as follows:

12 Motion for Judgment on the Pleadings. After the pleadings
13 are closed but within such time as not to delay the trial,
14 any party may move for judgment on the pleadings. If, on a
15 motion for judgment on the pleadings, matters outside the
16 pleadings are presented to and not excluded by the court,
17 the motion shall be treated as one for summary judgment
18 and disposed of as provided in Rule 56, and all parties
19 shall be given reasonable opportunity to present all
20 material made pertinent to such a motion by Rule 56.

21 *Bernard v. Rockhill Dev. Co.*, 103 Nev. 132, 135-136 (1987)

22 provides:

23 A Rule 12(c) motion is designed to provide a means of
24 disposing of cases when material facts are not in dispute
25 and a judgment on the merits can be achieved by focusing
26 on the content of the pleadings. 35 C. Wright & A.
27 Miller, Federal Practice and Procedure § 1367 (1969). The
28 motion for a judgment on the pleadings has utility only
when all material allegations of fact are admitted in the
pleadings and only questions of law remain. Id. See also
Duhamel v. United States, 119 F.Supp. 192 (Ct.Cl.1954).
Moreover, a defendant will not succeed on a motion under
Rule 12(c) if there are allegations in the plaintiff's
pleadings that, if proved, would permit recovery. 5 C.
Wright & A. Miller, Federal Practice and Procedure § 1368
(1969).

/////

1 3. Procedural Propriety.

2 Preliminarily, Plaintiffs challenge the Motion for
3 Judgment on the Pleadings claiming it is essentially a motion
4 for reconsideration of the earlier motions to dismiss and for
5 summary judgment. The Court rejects this argument. This is
6 Baker's first Motion for Judgment on the Pleadings, and his
7 first attempt to seek adjudication on the TAC. See Hoffman v.
8 Tonnemacher, 593 F.3d 908, 909 (2010). NRCP 12(c) allows for
9 the filing of a motion on the pleadings "After the pleadings
10 are closed but within such time as not to delay the trial, any
11 party may move for judgment on the pleadings."
12

13 Plaintiffs also oppose Price and Shackelford's request to
14 join in Baker's Motion. Since the facts, issues and analysis
15 are exactly the same for all three Defendants, Price and
16 Shackelford are allowed to join in Baker's Motion.

17 4. The Settlement Agreement and the Release.

18 The Court rejects Plaintiffs' argument that the Release of
19 Baker, Price and Shackelford is not effective because C4 failed
20 to perform. Pursuant to the terms of the Settlement Agreement,
21 C4 agreed to be financially obligated to Plaintiffs "in
22 consideration of the Releases." Settlement Agreement, 1.1.
23 The Release is not conditioned upon payment of the \$20,000,000
24 but rather the Settlement Agreement reflects an unconditional
25 general release given in exchange for a promise to pay
26 \$20,000,000 at a later date. The language of the Settlement
27 Agreement includes: "The Cains, their successors, predecessors,
28

1 parents, assigns, agents, employees, officers, directors,
2 insurers, and all other affiliated persons, firms, or
3 corporations, **hereby fully and forever releases and**
4 **discharges....**"(Emphasis added).
5

6 Importantly, Plaintiffs seek to enforce the Settlement
7 Agreement and have already obtained judgments against four
8 defendants based upon the Settlement Agreement. The fact that
9 C4 did not pay \$20,000,000 might give Plaintiffs grounds to
10 rescind the Settlement Agreement altogether, but Plaintiffs
11 cannot both seek to enforce the Settlement Agreement while at
12 the same time repudiating the Release - the express
13 consideration for the Settlement Agreement.

14 Plaintiffs' argument that the Release is narrowly drawn
15 and does not preclude their recovery on the tort claims in this
16 action is also not well founded. The Release is very broad and
17 if enforceable would encompass Plaintiffs' tort claims.

18 5. The First Claim for Relief is Dismissed.

19 In relevant part the First Claim for Relief alleges as
20 follows:
21

22 22. Plaintiffs have satisfied all conditions
23 precedent on their part, or such conditions have been
waived or excused, under the February 28, 2010, Settlement
Agreement.

24 23. Rawson and C4 have breached the Settlement
25 Agreement by failing to pay the Twenty Million Dollars
26 (\$20,000,000) obligation owed to Plaintiffs, or any part
thereof....

27 25. Plaintiffs are entitled to judgment against
28 Rawson and C4 in the amount of Twenty Million Dollars
(\$20,000,000), plus interest at the rate of nine percent

1 (9%) per annum from December 31, 2009 until paid.

2 Based on these allegations, Plaintiffs sought to enforce
3 the Settlement Agreement against Rawson and C4 and have in fact
4 obtained judgments against Rawson and C4 for \$20,000,000 plus
5 interest based on the Settlement Agreement.¹

6 The TAC goes on to allege:

7
8 26. At the time C4 and Rawson executed the
9 Settlement Agreement, each of the individual Defendants
10 knew or should have known that **the Settlement Agreement**
11 **was illusory** in that C4 was a mere shell corporation with
12 no ability to repay the amounts owed, and Rawson had no
13 intention of repaying the loan.

14 27. Plaintiffs are informed and believe, and thereon
15 allege, that at all times relevant herein C4 was a mere
16 sham and was organized and operated as the alter ego of
17 the individual Defendants named herein for their personal
18 benefit and advantage, in that the individual Defendants
19 have at all times herein mentioned exercised total
20 dominion and control over C4. The individual Defendants
21 and C4 have so intermingled their personal and financial
22 affairs that C4 was, and is, the alter ego of the
23 individual Defendants, and should be disregarded. By
24 reason of the failure of C4, each individual Defendant
25 should be and is liable to Plaintiff for the relief pray
26 for herein. (Emphasis added).

27 Based on these allegations, Plaintiffs are seeking to impose
28 liability upon the remaining Defendants for the \$20,000,000 C4
29 promised to pay under the terms of the Settlement Agreement
30 pursuant to the alter ego doctrine.

31 Under California law, which applies pursuant to the terms

32
33 1 The Court does not in this Order address whether
34 Plaintiffs' success in enforcing the Settlement
35 Agreement against C4 and Rawson through default
36 judgments has any legal impact on Plaintiffs'
37 obligation under the Settlement Agreement to Release
38 Baker, Price and Shackelford.

1 of the Settlement Agreement, the alter ego doctrine is
2 described as follows:

3 "The essence of the alter ego doctrine is that justice be
4 done." *Mesler v. Bragg Management Co.*, 39 Cal. 3d 290,
301 (1985).

5 The alter ego doctrine is strictly limited by the demands
6 of equity; it applies "only in narrowly defined
7 circumstances and only when the ends of justice so
8 require." [Citation omitted]. The alter ego doctrine will
9 only be applied to avoid an inequitable result. Alter ego
10 is essentially a theory of vicarious liability under which
11 the owners of a corporation may be held liable for harm
for which the corporation is responsible where, because of
the corporation's utilization of the corporate form, the
party harmed will not be adequately compensated for its
damages. *Doney v. TRW, Inc.*, 33 Cal.App.4th 245, 249
(1995).

12 The theory is used only "when a corporation" is used by an
13 individual or individuals, or by another corporation, to
14 perpetrate a fraud, circumvent a statute, or accomplish
15 some other wrongful or inequitable purpose." *McClellan v.*
Northridge Park Townhome Owners Assn., 89 Cal.App.4th at
16 pp. 752-753. Under those circumstances, a court may
disregard the corporate entity and treat the acts as if
they were done by the individuals themselves or by the
controlling corporation. Id.

17
18 The Nevada case of *Trident Constr. Corp. v. W. Elec., Inc.*,
19 105 Nev. 423, 427, is instructive as well. In that case, the
20 Nevada Supreme Court addressed the extension of personal
21 liability under a settlement agreement to a corporate officer
22 based upon his signature on the settlement agreement without
23 reference to corporate capacity. The court ruled as follows:

24 In *Rowland v. Lepire*, 99 Nev. 308, 662 P.2d 1332 (1983),
25 this court enunciated the standard of proof for showing
alter ego based on an allegation of undercapitalization.
26 "[I]t is incumbent upon the one seeking to pierce the
corporate veil, to show by a preponderance of the
27 evidence, that the financial setup of the corporation is
only a sham and caused an injustice." Id. at 317, 662 P.2d
28 at 1337. By analogous reasoning, we believe it is

1 incumbent upon the one seeking to extend personal
2 liability to an officer of a corporation for a corporate
3 debt, to show by a preponderance of the evidence, that the
4 officer intended to be personally bound, and that the
creditor was looking to the officer as the guarantor of
the debt.

5 Accepting as true all facts asserted in the TAC, the Court
6 concludes as a matter of law that liability under the
7 Settlement Agreement cannot be imposed upon Baker, Price and
8 Shackelford through application of the equitable alter ego
9 doctrine. Plaintiffs cannot enforce the Settlement Agreement
10 by piercing the corporate veil to get to Baker, Price and
11 Shackelford when the Settlement Agreement includes specific
12 language releasing them from liability.

13 Similarly, the Plaintiffs seek to enforce the Settlement
14 Agreement to obtain a \$20,000,000 judgment while at the same
15 time claiming the Settlement Agreement to be illusory. While
16 Plaintiffs could perhaps seek to rescind the Settlement
17 Agreement as being illusory or due to C4's nonperformance, the
18 TAC's First Claim for Relief does not make that request.
19 Instead, Plaintiffs desire the benefit of the Settlement
20 Agreement to the exclusion of its Release terms while doubly
21 claiming the contract was illusory.

22 Plaintiffs cannot reap the benefit of the Settlement
23 Agreement while ignoring its release terms. Equity does not
24 "demand" in this case that the individual Defendants pay
25 Plaintiffs \$20,000,000 pursuant to a Settlement Agreement to
26 which they were not a party and which expressly releases them
27
28

1 from liability. Accordingly, the Court concludes as a matter
2 of law that the First Claim for Relief fails to state a claim
3 upon which relief can be granted against Baker, Price and
4 Shackelford.

5 As already indicated, the allegation in the TAC that the
6 Settlement Agreement was illusory could form the basis to set
7 aside the Settlement Agreement in its entirety, including the
8 Release. In which case, Plaintiffs could pursue personal
9 liability under the Joint Venture Agreement on the theory of
10 alter ego. Material issues of fact thus exists that prevent a
11 determination with respect to the enforceability of the Release
12 or the impact of the Release on those portions of the remaining
13 claims for Relief relating to the Joint Venture Agreement.


14
15 6. Plaintiff's Cross-Motion for Judgment on the
16 Pleadings is Denied.

17 Plaintiffs' Cross-motion is filed in contravention of
18 NJDCR 6(I) which requires that cross-motions be filed as a
19 separate document unless plead in the alternative. Beyond this
20 deficiency, affirmative defense 33 says: "Plaintiffs executed a
21 written release that expressly released Answering Defendant as
22 an intended third party beneficiary from all liability
23 concerning the incident giving rise to this action and released
24 and discharged any and all claims now being asserted against
25 Answering Defendant." Accepting as true the allegations of the
26 pleadings, the Court finds Baker has stated a claim upon which
27 relief can be granted.
28

1 IT IS HEREBY ORDERED that Baker's Motion for Judgment on
2 the Pleadings, joined by Price and Shackelford, is **GRANTED** with
3 respect to the TAC's First Claim for Relief and all other
4 claims to the extent they seek to hold Baker, Price and
5 Shackelford liable under the Settlement Agreement. NRCP 12(c).
6 The TAC's First Claim for Relief is dismissed with prejudice.
7 The Court certifies its judgment as final pursuant to NRCP
8 54(b). The motion is **DENIED** as to the remaining Claims for
9 Relief.
10

11 IT IS FURTHER ORDERED that Plaintiffs' Cross-Motion for
12 Judgment on the Pleadings is **DENIED**.

13 Dated this 28 day of July, 2015.

14
15 
16 THOMAS W. GREGORY
DISTRICT COURT JUDGE

17
18 Copies served by mail this 28 day of July 2015, to:

19 Michael Matuska, Esq.
20 937 Mica Drive
Carson City, Nevada 89705

21 Michael K. Johnson, Esq.
22 P.O. Box 4848
Stateline, NV 89449

23 Rick Oshinski, Esq.
24 Mark Forsberg, Esq.
25 600 East Williams Street, Suite 300
Carson City, NV 89701

26
27 
Vicki Barrett

MATUSKA LAW OFFICES, LTD.
2310 South Carson Street, Suite 6
Carson City, NV 89701
(775) 350-7220

CASE NO.: 11-CV-0296

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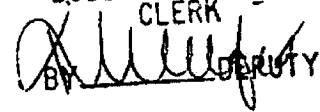
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Douglas County
District Court Clerk

BOBBIE R. WILLIAMS
CLERK

This document does not contain personal information of any person.

By  DEPUTY

THE NINTH JUDICIAL DISTRICT COURT OF NEVADA

IN AND FOR THE COUNTY OF DOUGLAS

PEGGY CAIN, an individual; JEFFREY CAIN,
an individual; and HELI OPS
INTERNATIONAL, LLC, an Oregon limited
liability company.

Plaintiffs,

v.

NOTICE OF ENTRY OF ORDER

D.R. RAWSON, an individual;
C4 WORLDWIDE, INC., a Nevada corporation;
RICHARD PRICE, an individual; JOE BAKER,
an individual; MICKEY SHACKELFORD,
an individual; MICHAEL K. KAVANAGH,
an individual; and JEFFREY EDWARDS, an
individual,

Defendants.

PLEASE TAKE NOTICE that on July 28, 2015, the Court entered its ORDER
GRANTING IN PART DEFENDANT JOE BAKER'S MOTION FOR JUDGMENT ON THE
PLEADINGS AND DENYING PLAINTIFF'S [sic] CROSS-MOTION FOR JUDGMENT ON
THE PLEADINGS in the above-entitled matter, a copy of which is attached hereto as *Exhibit 1*.

Dated this 25th day of July 2015.

MATUSKA LAW OFFICES, LTD.

By: 

MICHAEL L. MATUSKA, SBN 5711
2310 South Carson Street, Suite 6
Carson City, NV 89701
Attorneys for Plaintiffs

MATUSKA LAW OFFICES, LTD.
2310 South Carson Street, Suite 6
Carson City, NV 89701
(775) 350-7220

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Matuska Law Offices, Ltd., and that on the 19th day of July 2015, I served a true and correct copy of the preceding document entitled **NOTICE OF ENTRY OF ORDER** as follows:

Michael K. Johnson, Esq.
Rollston, Henderson, Crabb & Johnson, Ltd.
P.O. Box 4848
Stateline NV 89449-4848

Attorney for Defendant Joe Baker

Richard A. Oshinski, Esq.
Mark Forsberg, Esq.
Oshinski & Forsberg, Ltd.
504 E. Musser Street, Suite 302
Carson City NV 89701

Attorney for Defendants Richard Price and
Mickey Shackelford

☒ **BY U.S. MAIL:** I deposited for mailing in the United States mail, with postage fully prepaid, an envelope containing the above-identified document(s) at Carson City, Nevada, in the ordinary course of business.

☐ **BY EMAIL ONLY:**

☐ **BY PERSONAL SERVICE:** I personally delivered the above-identified document(s) by hand delivery to the office(s) of the person(s) named above.

☐ **BY FACSIMILE:**

☐ **BY FEDERAL EXPRESS ONE-DAY DELIVERY.**

☐ **BY MESSENGER SERVICE:** I delivered the above-identified document(s) to Reno-Carson Messenger Service for delivery.


LIZ STERN, ALS

EXHIBIT 1

EXHIBIT 1

Case No. 11-CV-0296

Dept. No. II

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JUL 28 2015

Douglas County
District Court Clerk

FILED

2015 JUL 28 AM 10:05

BOBBIE R. WILLIAMS
CLERK

K. WILFERT
BY _____ DEPUTY

IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF DOUGLAS

PEGGY CAIN, an individual;
JEFFREY CAIN, an individual;
and HELI OPS INTERNATIONAL,
LLC, an Oregon limited
liability company,

Plaintiffs,

vs.

DR RAWSON, an individual; C4
WORLDWIDE, INC., a Nevada
corporation; RICHARD PRICE,
an individual; JOE BAKER, an
individual; MICKEY
SHACKELFORD, an individual;
MICHAEL K. KAVANAGH, an
individual; JEFFREY EDWARDS,
an individual; and DOES 1-10,
inclusive,

Defendants.

ORDER GRANTING IN PART
DEFENDANT JOE BAKER'S MOTION
FOR JUDGMENT ON THE PLEADINGS
AND DENYING PLAINTIFF'S
CROSS-MOTION FOR JUDGMENT ON
THE PLEADINGS

This matter is before the Court on Defendant Joe Baker's
(Baker) Motion for Judgment on the Pleadings filed April 21,
2015. Plaintiffs Peggy Cain, Jeffrey Cain and Heli Ops
International, LLC (Plaintiffs) filed an opposition and Baker
filed a reply. Defendants Richard Price (Price) and Mickey
Shackelford (Shackelford) joined in Baker's motion. Plaintiffs
opposition filed May 8, 2015, contained a Cross-Motion for

1 Judgment on the Pleadings which is also ripe for decision.

2 Based upon the papers and pleadings on file herein and
3 good cause appearing, Baker's Motion for Judgment on the
4 Pleadings is GRANTED in part and DENIED in part. Plaintiffs'
5 Cross-Motion for Judgment on the Pleadings is DENIED.

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7 This case is set for jury trial in September 2015.
8 Plaintiffs filed their initial Complaint on August 14, 2011.
9 The Court has previously ruled on two Motions to Dismiss as
10 well as Motions for Summary Judgment. Plaintiffs filed their
11 Third Amended Complaint (the TAC) on March 30, 2015.

12 This case started out with seven named defendants: DR
13 Rawson(Rawson); C4 Worldwide Inc., a now defunct Nevada
14 corporation (C4); Richard Price (Price); Joe Baker (Baker);
15 Mickey Shackelford (Shackelford); Michael Kavanagh (Kavanagh);
16 and Jeffrey Edwards (Edwards).

17 Plaintiffs have obtained Default Judgments against Rawson,
18 C4, Kavanagh and Edwards. The Default Judgments against
19 Rawson, C4 and Kavanagh were entered based upon the failure of
20 those defendants to file an Answer. Edwards' default was
21 imposed by the Honorable Michael P. Gibbons as a sanction for
22 his failure to participate in discovery. The Honorable David
23 R. Gamble entered a Default Judgment against Edwards on March
24 16, 2015.

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26 Shackelford. Price, Baker and Shackelford have all filed

1 Answers to the TAC.

2 Factual Background

3 Plaintiffs claimed to have loaned C4 \$1,000,000 pursuant
4 to a Joint Venture Agreement and Promissory Note executed
5 November 29, 2009. (TAC ¶¶ 14, 15).

6 Plaintiffs allege they funded the \$1,000,000 loan to C4
7 and that C4 defaulted in its obligations under the loan,
8 failing to re-pay any part of it. (TAC ¶¶ 14, 15).

9 Plaintiffs allege that on February 28, 2010, Plaintiffs,
10 C4, and Rawson entered into a Settlement Agreement and Release
11 of All Claims (the Settlement Agreement). (TAC ¶17).

12 The Settlement Agreement, which is attached to the TAC,
13 recites as its purpose that the parties to that agreement
14 desired to:

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16 resolve issues having to do with C4 Worldwide's unpaid
17 financial obligations arising out of the Promissory Note
18 and Security Interest in the CMO Securities dated November
19 29, 2009 and upon signing this Agreement intend to cease
20 further collection efforts, including but not limited to
21 the filing of any litigation and the Cains further
22 stipulate and agree that they will file no complaint(s) or
23 the like with either the Securities and Exchange
24 Commission and/or the Department of Justice of any state.

25 The Settlement Agreement goes on to provide:

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27 1.1. In consideration of the Releases set forth below in
28 Section 2 and the other terms set forth herein, C4
WorldWide stipulates that it owes the Cains Twenty Million
USD (\$20,000,000) and that said amount was due on December
30, 2009 and remains unpaid. C4 WorldWide acknowledges
its obligation to pay and agrees to pay the sum of
\$20,000,000, plus all accumulated interest, to Cains no
later than 90 days from February 25, 2010, less any
advance payments made, and C4 Worldwide shall use all
reasonable efforts to pay this obligation off in full as
quickly as possible.... (Emphasis added).

1 The RELEASE portion of the Settlement Agreement, the
2 "consideration," provides as follows:

3 2.1 The Cains, their successors, predecessors, parents,
4 assigns, agents, employees, officers, directors, insurers,
5 and all other affiliated persons, firms, or corporations,
6 hereby fully and forever releases and discharges C4
7 WorldWide from any and all claims that exist arising out
8 of C4 worldwide's [sic] financial misfortunes and
9 resultant inability to timely pay the Promissory Note and
10 Security Interest in the CMO Securities dated November 29,
11 2009 Such release covers the Cains their successors,
12 predecessors, parents, assigns, agents employees,
13 officers, directors, insurers, and all other affiliated
14 persons, firms, or corporations, [sic] hereby fully and
15 forever release and discharge C4 WorldWide, its
16 successors, predecessors, parents, assigns, agents,
17 employees, officers, directors, insurers, and all other
18 affiliated persons, firms, or corporations, of and from
19 any and all past, present, and future claims, demands,
20 obligations, causes of action for damages of any kind,
21 known and unknown, the basis of which now exists or may
22 hereafter become manifest that are directly or indirectly
23 related to the facts in any of the claims of any kind
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25 in any of the claims. (Emphasis added).

16 The Settlement Agreement also includes the language:

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19 Release set forth in Section 2 is a general release of the
20 matters described above.... (Emphasis added).

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21 purpose and effect of this Agreement is to fully and
22 forever resolve all issues relating to claims arising out
23 of and which could be asserted in this case and that no
24 party will pursue the other for anything related in any
25 way to the claims being released. (Emphasis added).

24 The Settlement Agreement states that California law
25 applies.

26 Plaintiffs allege that C4 and Rawson breached the
27 Settlement Agreement by failing to pay them \$20,000,000, or any
28 part thereof. (TAC ¶23). Plaintiffs seek to hold Baker, Price

1 and Shackelford personally liable for \$20,000,000 under the
2 Settlement Agreement based upon the alter ego doctrine. (TAC
3 ¶27).

4 The TAC alleges the following causes of action:

5 First Claim for Relief: Breach of Contract (the Settlement
6 Agreement)

7 Second Claim for Relief: Fraud

8 Third Claim for Relief: Civil Conspiracy

9 Fourth Claim for Relief: Negligence

10 Fifth Claim for Relief: Conversion

11 [There is no Sixth or Seventh Claim for Relief]

12 Eighth Claim for Relief: Constructive Trust

13 Ninth Claim for Relief: Intentional Interference with
14 Contractual Relations.

15
16 Analysis

17 1. The Pending Motions.

18 Baker moves for judgment on the pleadings claiming that
19 Baker is a third-party beneficiary of the Settlement Agreement.
20 As such, he claims pursuant to the terms of that agreement, he
21 has been expressly released from liability for all of the
22 claims for relief set forth in the TAC.

23 Plaintiffs oppose Baker's motion claiming that because C4
24 and Rawson did not perform under the Settlement Agreement,
25 Baker was not released. Plaintiffs further argue that the
26 release language of the Settlement Agreement (hereinafter
27 collectively referred to as "the Release") only applies to
28

1 claims "arising out of C4's financial misfortunes and resultant
2 inability to pay," and therefore cannot be construed to release
3 the remaining defendants from liability for Plaintiff's tort
4 claims.

5 In Plaintiffs' opposition to Baker's Motion for Judgment
6 on the Pleadings, Plaintiffs assert a Cross-Motion for Judgment
7 on the Pleadings seeking the dismissal of Baker's thirty-third
8 affirmative defense of "release."
9

10 2. Standard of Review.

11 NRCP 12(c) provides as follows:

12 Motion for Judgment on the Pleadings. After the pleadings
13 are closed but within such time as not to delay the trial,
14 any party may move for judgment on the pleadings. If, on a
15 motion for judgment on the pleadings, matters outside the
16 pleadings are presented to and not excluded by the court,
17 the motion shall be treated as one for summary judgment
18 and disposed of as provided in Rule 56, and all parties
19 shall be given reasonable opportunity to present all
20 material made pertinent to such a motion by Rule 56.

21 *Bernard v. Rockhill Dev. Co.*, 103 Nev. 132, 135-136 (1987)
22 provides:

23 A Rule 12(c) motion is designed to provide a means of
24 disposing of cases when material facts are not in dispute
25 and a judgment on the merits can be achieved by focusing
26 on the content of the pleadings. 35 C. Wright & A.
27 Miller, Federal Practice and Procedure § 1367 (1969). The
28 motion for a judgment on the pleadings has utility only
when all material allegations of fact are admitted in the
pleadings and only questions of law remain. Id. See also
Duhame v. United States, 119 F.Supp. 192 (Ct.Cl.1954).
Moreover, a defendant will not succeed on a motion under
Rule 12(c) if there are allegations in the plaintiff's
pleadings that, if proved, would permit recovery. 5 C.
Wright & A. Miller, Federal Practice and Procedure § 1368
(1969).

/////

1 3. Procedural Propriety.

2 Preliminarily, Plaintiffs challenge the Motion for
3 Judgment on the Pleadings claiming it is essentially a motion
4 for reconsideration of the earlier motions to dismiss and for
5 summary judgment. The Court rejects this argument. This is
6 Baker's first Motion for Judgment on the Pleadings, and his
7 first attempt to seek adjudication on the TAC. See Hoffman v.
8 Tonnemacher, 593 F.3d 908, 909 (2010). NRCF 12(c) allows for
9 the filing of a motion on the pleadings "After the pleadings
10 are closed but within such time as not to delay the trial, any
11 party may move for judgment on the pleadings."
12

13 Plaintiffs also oppose Price and Shackelford's request to
14 join in Baker's Motion. Since the facts, issues and analysis
15 are exactly the same for all three Defendants, Price and
16 Shackelford are allowed to join in Baker's Motion.

17 4. The Settlement Agreement and the Release.

18 The Court rejects Plaintiffs' argument that the Release of
19 Baker, Price and Shackelford is not effective because C4 failed
20 to perform. Pursuant to the terms of the Settlement Agreement,
21 C4 agreed to be financially obligated to Plaintiffs "in
22 consideration of the Releases." Settlement Agreement, 1.1.
23 The Release is not conditioned upon payment of the \$20,000,000
24 but rather the Settlement Agreement reflects an unconditional
25 general release given in exchange for a promise to pay
26 \$20,000,000 at a later date. The language of the Settlement
27 Agreement includes: "The Cains, their successors, predecessors,
28

1 parents, assigns, agents, employees, officers, directors,
2 insurers, and all other affiliated persons, firms, or
3 corporations, hereby fully and forever releases and
4 discharges...."(Emphasis added).

5
6 Importantly, Plaintiffs seek to enforce the Settlement
7 Agreement and have already obtained judgments against four
8 defendants based upon the Settlement Agreement. The fact that
9 C4 did not pay \$20,000,000 might give Plaintiffs grounds to
10 rescind the Settlement Agreement altogether, but Plaintiffs
11 cannot both seek to enforce the Settlement Agreement while at
12 the same time repudiating the Release - the express
13 consideration for the Settlement Agreement.

14 Plaintiffs' argument that the Release is narrowly drawn
15 and does not preclude their recovery on the tort claims in this
16 action is also not well founded. The Release is very broad and
17 if enforceable would encompass Plaintiffs' tort claims.

18 5. The First Claim for Relief is Dismissed.

19 In relevant part the First Claim for Relief alleges as
20 follows:

21
22 22. Plaintiffs have satisfied all conditions
23 precedent on their part, or such conditions have been
24 waived or excused, under the February 28, 2010, Settlement
25 Agreement.

26 23. Rawson and C4 have breached the Settlement
27 Agreement by failing to pay the Twenty Million Dollars
28 (\$20,000,000) obligation owed to Plaintiffs, or any part
thereof....

25. Plaintiffs are entitled to judgment against
Rawson and C4 in the amount of Twenty Million Dollars
(\$20,000,000), plus interest at the rate of nine percent

1 (9%) per annum from December 31, 2009 until paid.

2 Based on these allegations, Plaintiffs sought to enforce
3 the Settlement Agreement against Rawson and C4 and have in fact
4 obtained judgments against Rawson and C4 for \$20,000,000 plus
5 interest based on the Settlement Agreement.¹

6 The TAC goes on to allege:

7
8 26. At the time C4 and Rawson executed the
9 Settlement Agreement, each of the individual Defendants
10 knew or should have known that **the Settlement Agreement**
11 **was illusory** in that C4 was a mere shell corporation with
12 no ability to repay the amounts owed, and Rawson had no
13 intention of repaying the loan.

14 27. Plaintiffs are informed and believe, and thereon
15 allege, that at all times relevant herein C4 was a mere
16 sham and was organized and operated as the alter ego of
17 the individual Defendants named herein for their personal
18 benefit and advantage, in that the individual Defendants
19 have at all times herein mentioned exercised total
20 dominion and control over C4. The individual Defendants
21 and C4 have so intermingled their personal and financial
22 affairs that C4 was, and is, the alter ego of the
23 individual Defendants, and should be disregarded. By
24 reason of the failure of C4, each individual Defendant
25 should be and is liable to Plaintiff for the relief pray
26 for herein. (Emphasis added).

27 Based on these allegations, Plaintiffs are seeking to impose
28 liability upon the remaining Defendants for the \$20,000,000 C4
promised to pay under the terms of the Settlement Agreement
pursuant to the alter ego doctrine.

Under California law, which applies pursuant to the terms

1 The Court does not in this Order address whether
2 Plaintiffs' success in enforcing the Settlement
3 Agreement against C4 and Rawson through default
4 judgments has any legal impact on Plaintiffs'
5 obligation under the Settlement Agreement to Release
6 Baker, Price and Shackelford.

1 of the Settlement Agreement, the alter ego doctrine is
2 described as follows:

3 "The essence of the alter ego doctrine is that justice be
4 done." *Mesler v. Bragg Management Co.*, 39 Cal. 3d 290,
5 301 (1985).

6 The alter ego doctrine is strictly limited by the demands
7 of equity; it applies "only in narrowly defined
8 circumstances and only when the ends of justice so
9 require." [Citation omitted]. The alter ego doctrine will
10 only be applied to avoid an inequitable result. Alter ego
11 is essentially a theory of vicarious liability under which
12 the owners of a corporation may be held liable for harm
13 for which the corporation is responsible where, because of
14 the corporation's utilization of the corporate form, the
15 party harmed will not be adequately compensated for its
16 damages. *Doney v. TRW, Inc.*, 33 Cal.App.4th 245, 249
17 (1995).

18 The theory is used only "when a corporation" is used by an
19 individual or individuals, or by another corporation, to
20 perpetrate a fraud, circumvent a statute, or accomplish
21 some other wrongful or inequitable purpose." *McClellan v.*
22 *Northridge Park Townhome Owners Assn.*, 89 Cal.App.4th at
23 pp. 752-753. Under those circumstances, a court may
24 disregard the corporate entity and treat the acts as if
25 they were done by the individuals themselves or by the
26 controlling corporation. Id.

27 The Nevada case of *Trident Constr. Corp. v. W. Elec., Inc.*,
28 105 Nev. 423, 427, is instructive as well. In that case, the
Nevada Supreme Court addressed the extension of personal
liability under a settlement agreement to a corporate officer
based upon his signature on the settlement agreement without
reference to corporate capacity. The court ruled as follows:

In *Rowland v. Lepire*, 99 Nev. 308, 662 P.2d 1332 (1983),
this court enunciated the standard of proof for showing
alter ego based on an allegation of undercapitalization.
"[I]t is incumbent upon the one seeking to pierce the
corporate veil, to show by a preponderance of the
evidence, that the financial setup of the corporation is
only a sham and caused an injustice." Id. at 317, 662 P.2d
at 1337. By analogous reasoning, we believe it is

1 incumbent upon the one seeking to extend personal
2 liability to an officer of a corporation for a corporate
3 debt, to show by a preponderance of the evidence, that the
4 officer intended to be personally bound, and that the
creditor was looking to the officer as the guarantor of
the debt.

5 Accepting as true all facts asserted in the TAC, the Court
6 concludes as a matter of law that liability under the
7 Settlement Agreement cannot be imposed upon Baker, Price and
8 Shackelford through application of the equitable alter ego
9 doctrine. Plaintiffs cannot enforce the Settlement Agreement
10 by piercing the corporate veil to get to Baker, Price and
11 Shackelford when the Settlement Agreement includes specific
12 language releasing them from liability.

13 Similarly, the Plaintiffs seek to enforce the Settlement
14 Agreement to obtain a \$20,000,000 judgment while at the same
15 time claiming the Settlement Agreement to be illusory. While
16 Plaintiffs could perhaps seek to rescind the Settlement
17 Agreement as being illusory or due to C4's nonperformance, the
18 TAC's First Claim for Relief does not make that request.
19 Instead, Plaintiffs desire the benefit of the Settlement
20 Agreement to the exclusion of its Release terms while doubly
21 claiming the contract was illusory.

22 Plaintiffs cannot reap the benefit of the Settlement
23 Agreement while ignoring its release terms. Equity does not
24 "demand" in this case that the individual Defendants pay
25 Plaintiffs \$20,000,000 pursuant to a Settlement Agreement to
26 which they were not a party and which expressly releases them
27

1 from liability. Accordingly, the Court concludes as a matter
2 of law that the First Claim for Relief fails to state a claim
3 upon which relief can be granted against Baker, Price and
4 Shackelford.

5 As already indicated, the allegation in the TAC that the
6 Settlement Agreement was illusory could form the basis to set
7 aside the Settlement Agreement in its entirety, including the
8 Release. In which case, Plaintiffs could pursue personal
9 liability under the Joint Venture Agreement on the theory of
10 alter ego. Material issues of fact thus exists that prevent a
11 determination with respect to the enforceability of the Release
12 or the impact of the Release on those portions of the remaining
13 claims for Relief relating to the Joint Venture Agreement.

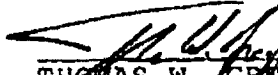
14
15 6. Plaintiff's Cross-Motion for Judgment on the
16 Pleadings is Denied.

17 Plaintiffs' Cross-motion is filed in contravention of
18 NJDCR 6(I) which requires that cross-motions be filed as a
19 separate document unless plead in the alternative. Beyond this
20 deficiency, affirmative defense 33 says: "Plaintiffs executed a
21 written release that expressly released Answering Defendant as
22 an intended third party beneficiary from all liability
23 concerning the incident giving rise to this action and released
24 and discharged any and all claims now being asserted against
25 Answering Defendant." Accepting as true the allegations of the
26 pleadings, the Court finds Baker has stated a claim upon which
27 relief can be granted.
28

1 IT IS HEREBY ORDERED that Baker's Motion for Judgment on
2 the Pleadings, joined by Price and Shackelford, is GRANTED with
3 respect to the TAC's First Claim for Relief and all other
4 claims to the extent they seek to hold Baker, Price and
5 Shackelford liable under the Settlement Agreement. NRCP 12(c).
6 The TAC's First Claim for Relief is dismissed with prejudice.
7 The Court certifies its judgment as final pursuant to NRCP
8 54(b). The motion is DENIED as to the remaining Claims for
9 Relief.
10

11 IT IS FURTHER ORDERED that Plaintiffs' Cross-Motion for
12 Judgment on the Pleadings is DENIED.

13 Dated this 28 day of July, 2015.

14
15 
16 THOMAS W. GREGORY
DISTRICT COURT JUDGE

17
18 Copies served by mail this 28 day of July 2015, to:

19 Michael Matuska, Esq.
20 937 Mica Drive
Carson City, Nevada 89705

21 Michael K. Johnson, Esq.
22 P.O. Box 4848
Stateline, NV 89449

23 Rick Oshinski, Esq.
24 Mark Forsberg, Esq.
25 600 East Williams Street, Suite 300
Carson City, NV 89701

26
27 
Vicki Barrett

1 Case No. 11-CV-0296

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11 [There is no Sixth or Seventh Claim for Relief]

12 Eighth Claim for Relief: Constructive Trust

13 Ninth Claim for Relief: Intentional Interference with
14 Contractual Relations.

15 Analysis

16 1. The Pending Motions.

17 Baker moves for judgment on the pleadings claiming that
18 Baker is a third-party beneficiary of the Settlement Agreement.
19 As such, he claims pursuant to the terms of that agreement, he
20 has been expressly released from liability for all of the
21 claims for relief set forth in the TAC.
22

23 Plaintiffs oppose Baker's motion claiming that because C4
24 and Rawson did not perform under the Settlement Agreement,
25 Baker was not released. Plaintiffs further argue that the
26 release language of the Settlement Agreement (hereinafter
27 collectively referred to as "the Release") only applies to
28

1 claims "arising out of C4's financial misfortunes and resultant
2 inability to pay," and therefore cannot be construed to release
3 the remaining defendants from liability for Plaintiff's tort
4 claims.

5 In Plaintiffs' opposition to Baker's Motion for Judgment
6 on the Pleadings, Plaintiffs assert a Cross-Motion for Judgment
7 on the Pleadings seeking the dismissal of Baker's thirty-third
8 affirmative defense of "release."
9

10 2. Standard of Review.

11 NRCP 12(c) provides as follows:

12 Motion for Judgment on the Pleadings. After the pleadings
13 are closed but within such time as not to delay the trial,
14 any party may move for judgment on the pleadings. If, on a
15 motion for judgment on the pleadings, matters outside the
16 pleadings are presented to and not excluded by the court,
17 the motion shall be treated as one for summary judgment
18 and disposed of as provided in Rule 56, and all parties
19 shall be given reasonable opportunity to present all
20 material made pertinent to such a motion by Rule 56.

21 *Bernard v. Rockhill Dev. Co.*, 103 Nev. 132, 135-136 (1987)

22 provides:

23 A Rule 12(c) motion is designed to provide a means of
24 disposing of cases when material facts are not in dispute
25 and a judgment on the merits can be achieved by focusing
26 on the content of the pleadings. 35 C. Wright & A.
27 Miller, Federal Practice and Procedure § 1367 (1969). The
28 motion for a judgment on the pleadings has utility only
when all material allegations of fact are admitted in the
pleadings and only questions of law remain. Id. See also
Duhame v. United States, 119 F.Supp. 192 (Ct.Cl.1954).
Moreover, a defendant will not succeed on a motion under
Rule 12(c) if there are allegations in the plaintiff's
pleadings that, if proved, would permit recovery. 5 C.
Wright & A. Miller, Federal Practice and Procedure § 1368
(1969).

/////

1 3. Procedural Propriety.

2 Preliminarily, Plaintiffs challenge the Motion for
3 Judgment on the Pleadings claiming it is essentially a motion
4 for reconsideration of the earlier motions to dismiss and for
5 summary judgment. The Court rejects this argument. This is
6 Baker's first Motion for Judgment on the Pleadings, and his
7 first attempt to seek adjudication on the TAC. See Hoffman v.
8 Tonnemacher, 593 F.3d 908, 909 (2010). NRCP 12(c) allows for
9 the filing of a motion on the pleadings "After the pleadings
10 are closed but within such time as not to delay the trial, any
11 party may move for judgment on the pleadings."
12

13 Plaintiffs also oppose Price and Shackelford's request to
14 join in Baker's Motion. Since the facts, issues and analysis
15 are exactly the same for all three Defendants, Price and
16 Shackelford are allowed to join in Baker's Motion.

17 4. The Settlement Agreement and the Release.

18 The Court rejects Plaintiffs' argument that the Release of
19 Baker, Price and Shackelford is not effective because C4 failed
20 to perform. Pursuant to the terms of the Settlement Agreement,
21 C4 agreed to be financially obligated to Plaintiffs "in
22 consideration of the Releases." Settlement Agreement, 1.1.
23 The Release is not conditioned upon payment of the \$20,000,000
24 but rather the Settlement Agreement reflects an unconditional
25 general release given in exchange for a promise to pay
26 \$20,000,000 at a later date. The language of the Settlement
27 Agreement includes: "The Cains, their successors, predecessors,
28

1 parents, assigns, agents, employees, officers, directors,
2 insurers, and all other affiliated persons, firms, or
3 corporations, **hereby fully and forever releases and**
4 **discharges.....**"(Emphasis added).
5

6 Importantly, Plaintiffs seek to enforce the Settlement
7 Agreement and have already obtained judgments against four
8 defendants based upon the Settlement Agreement. The fact that
9 C4 did not pay \$20,000,000 might give Plaintiffs grounds to
10 rescind the Settlement Agreement altogether, but Plaintiffs
11 cannot both seek to enforce the Settlement Agreement while at
12 the same time repudiating the Release - the express
13 consideration for the Settlement Agreement.

14 Plaintiffs' argument that the Release is narrowly drawn
15 and does not preclude their recovery on the tort claims in this
16 action is also not well founded. The Release is very broad and
17 if enforceable would encompass Plaintiffs' tort claims.

18 5. The First Claim for Relief is Dismissed.
19

20 In relevant part the First Claim for Relief alleges as
21 follows:

22 22. Plaintiffs have satisfied all conditions
23 precedent on their part, or such conditions have been
24 waived or excused, under the February 28, 2010, Settlement
25 Agreement.

26 23. Rawson and C4 have breached the Settlement
27 Agreement by failing to pay the Twenty Million Dollars
28 (\$20,000,000) obligation owed to Plaintiffs, or any part
thereof....

25. Plaintiffs are entitled to judgment against
Rawson and C4 in the amount of Twenty Million Dollars
(\$20,000,000), plus interest at the rate of nine percent

1 (9%) per annum from December 31, 2009 until paid.

2 Based on these allegations, Plaintiffs sought to enforce
3 the Settlement Agreement against Rawson and C4 and have in fact
4 obtained judgments against Rawson and C4 for \$20,000,000 plus
5 interest based on the Settlement Agreement.¹

6 The TAC goes on to allege:

7
8 26. At the time C4 and Rawson executed the
9 Settlement Agreement, each of the individual Defendants
10 knew or should have known that **the Settlement Agreement**
11 **was illusory** in that C4 was a mere shell corporation with
12 no ability to repay the amounts owed, and Rawson had no
13 intention of repaying the loan.

14 27. Plaintiffs are informed and believe, and thereon
15 allege, that at all times relevant herein C4 was a mere
16 sham and was organized and operated as the alter ego of
17 the individual Defendants named herein for their personal
18 benefit and advantage, in that the individual Defendants
19 have at all times herein mentioned exercised total
20 dominion and control over C4. The individual Defendants
21 and C4 have so intermingled their personal and financial
22 affairs that C4 was, and is, the alter ego of the
23 individual Defendants, and should be disregarded. By
24 reason of the failure of C4, each individual Defendant
25 should be and is liable to Plaintiff for the relief pray
26 for herein. (Emphasis added).

27 Based on these allegations, Plaintiffs are seeking to impose
28 liability upon the remaining Defendants for the \$20,000,000 C4
29 promised to pay under the terms of the Settlement Agreement
30 pursuant to the alter ego doctrine.

31 Under California law, which applies pursuant to the terms

32
33 1 The Court does not in this Order address whether
34 Plaintiffs' success in enforcing the Settlement
35 Agreement against C4 and Rawson through default
36 judgments has any legal impact on Plaintiffs'
37 obligation under the Settlement Agreement to Release
38 Baker, Price and Shackelford.

1 of the Settlement Agreement, the alter ego doctrine is
2 described as follows:

3 "The essence of the alter ego doctrine is that justice be
4 done." *Mesler v. Bragg Management Co.*, 39 Cal. 3d 290,
301 (1985).

5 The alter ego doctrine is strictly limited by the demands
6 of equity; it applies "only in narrowly defined
7 circumstances and only when the ends of justice so
8 require." [Citation omitted]. The alter ego doctrine will
9 only be applied to avoid an inequitable result. Alter ego
10 is essentially a theory of vicarious liability under which
11 the owners of a corporation may be held liable for harm
for which the corporation is responsible where, because of
the corporation's utilization of the corporate form, the
party harmed will not be adequately compensated for its
damages. *Doney v. TRW, Inc.*, 33 Cal.App.4th 245, 249
(1995).

12 The theory is used only "when a corporation" is used by an
13 individual or individuals, or by another corporation, to
14 perpetrate a fraud, circumvent a statute, or accomplish
some other wrongful or inequitable purpose." *McClellan v.*
15 *Northridge Park Townhome Owners Assn.*, 89 Cal.App.4th at
pp. 752-753. Under those circumstances, a court may
16 disregard the corporate entity and treat the acts as if
they were done by the individuals themselves or by the
17 controlling corporation. Id.

18 The Nevada case of *Trident Constr. Corp. v. W. Elec., Inc.*,
19 105 Nev. 423, 427, is instructive as well. In that case, the
20 Nevada Supreme Court addressed the extension of personal
21 liability under a settlement agreement to a corporate officer
22 based upon his signature on the settlement agreement without
23 reference to corporate capacity. The court ruled as follows:

24 In *Rowland v. Lepire*, 99 Nev. 308, 662 P.2d 1332 (1983),
25 this court enunciated the standard of proof for showing
alter ego based on an allegation of undercapitalization.
26 "[I]t is incumbent upon the one seeking to pierce the
corporate veil, to show by a preponderance of the
27 evidence, that the financial setup of the corporation is
only a sham and caused an injustice." Id. at 317, 662 P.2d
28 at 1337. By analogous reasoning, we believe it is

1 incumbent upon the one seeking to extend personal
2 liability to an officer of a corporation for a corporate
3 debt, to show by a preponderance of the evidence, that the
4 officer intended to be personally bound, and that the
creditor was looking to the officer as the guarantor of
the debt.

5 Accepting as true all facts asserted in the TAC, the Court
6 concludes as a matter of law that liability under the
7 Settlement Agreement cannot be imposed upon Baker, Price and
8 Shackelford through application of the equitable alter ego
9 doctrine. Plaintiffs cannot enforce the Settlement Agreement
10 by piercing the corporate veil to get to Baker, Price and
11 Shackelford when the Settlement Agreement includes specific
12 language releasing them from liability.

13 Similarly, the Plaintiffs seek to enforce the Settlement
14 Agreement to obtain a \$20,000,000 judgment while at the same
15 time claiming the Settlement Agreement to be illusory. While
16 Plaintiffs could perhaps seek to rescind the Settlement
17 Agreement as being illusory or due to C4's nonperformance, the
18 TAC's First Claim for Relief does not make that request.
19 Instead, Plaintiffs desire the benefit of the Settlement
20 Agreement to the exclusion of its Release terms while doubly
21 claiming the contract was illusory.
22

23 Plaintiffs cannot reap the benefit of the Settlement
24 Agreement while ignoring its release terms. Equity does not
25 "demand" in this case that the individual Defendants pay
26 Plaintiffs \$20,000,000 pursuant to a Settlement Agreement to
27 which they were not a party and which expressly releases them
28

1 from liability. Accordingly, the Court concludes as a matter
2 of law that the First Claim for Relief fails to state a claim
3 upon which relief can be granted against Baker, Price and
4 Shackelford.

5 As already indicated, the allegation in the TAC that the
6 Settlement Agreement was illusory could form the basis to set
7 aside the Settlement Agreement in its entirety, including the
8 Release. In which case, Plaintiffs could pursue personal
9 liability under the Joint Venture Agreement on the theory of
10 alter ego. Material issues of fact thus exists that prevent a
11 determination with respect to the enforceability of the Release
12 or the impact of the Release on those portions of the remaining
13 claims for Relief relating to the Joint Venture Agreement.

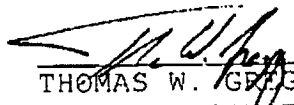
14
15 6. Plaintiff's Cross-Motion for Judgment on the
16 Pleadings is Denied.

17 Plaintiffs' Cross-motion is filed in contravention of
18 NJDCR 6(I) which requires that cross-motions be filed as a
19 separate document unless plead in the alternative. Beyond this
20 deficiency, affirmative defense 33 says: "Plaintiffs executed a
21 written release that expressly released Answering Defendant as
22 an intended third party beneficiary from all liability
23 concerning the incident giving rise to this action and released
24 and discharged any and all claims now being asserted against
25 Answering Defendant." Accepting as true the allegations of the
26 pleadings, the Court finds Baker has stated a claim upon which
27 relief can be granted.
28

1 IT IS HEREBY ORDERED that Baker's Motion for Judgment on
2 the Pleadings, joined by Price and Shackelford, is **GRANTED** with
3 respect to the TAC's First Claim for Relief and all other
4 claims to the extent they seek to hold Baker, Price and
5 Shackelford liable under the Settlement Agreement. NRCP 12(c).
6 The TAC's First Claim for Relief is dismissed with prejudice.
7 The Court certifies its judgment as final pursuant to NRCP
8 54(b). The motion is **DENIED** as to the remaining Claims for
9 Relief.
10

11 IT IS FURTHER ORDERED that Plaintiffs' Cross-Motion for
12 Judgment on the Pleadings is **DENIED**.

13 Dated this 28 day of July, 2015.

14
15 
16 THOMAS W. GREGORY
DISTRICT COURT JUDGE

17
18 Copies served by mail this 28 day of July 2015, to:

19 Michael Matuska, Esq.
20 937 Mica Drive
Carson City, Nevada 89705

21 Michael K. Johnson, Esq.
22 P.O. Box 4848
Stateline, NV 89449

23 Rick Oshinski, Esq.
24 Mark Forsberg, Esq.
25 600 East Williams Street, Suite 300
Carson City, NV 89701

26
27 
Vicki Barrett

1 Case No. 11-CV-0296

2 Dept. No. II

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MAY 08 2015

Douglas County
District Court Clerk

FILED

2015 MAY -8 PM 2:39

MOBBIE R. WILLIAMS

CLERK

DEPUTY

6 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

7 IN AND FOR THE COUNTY OF DOUGLAS

8
9 PEGGY CAIN, an individual;
10 JEFFREY CAIN, an individual;
11 and HELI OPS INTERNATIONAL,
12 LLC, an Oregon limited
13 liability company,

14 Plaintiffs,

15 vs.

16 DR RAWSON, an individual; C4
17 WORLDWIDE, INC., a Nevada
18 corporation; RICHARD PRICE,
19 an individual; JOE BAKER, an
20 individual; MICKEY
21 SHACKELFORD, an individual;
22 MICHAEL K. KAVANAGH, an
23 individual; JEFFREY EDWARDS,
24 an individual; and DOES 1-10,
25 inclusive,

26 Defendants.

ORDER DENYING PLAINTIFF'S
THIRD MOTION TO COMPEL

27 THIS MATTER comes before the court at the request of
28 Plaintiffs, Peggy Cain and Jeffrey Cain and Heli Ops
International, LLC (the "Cains") on their *Third Motion to*
Compel, filed on March 9, 2015. On March 19, 2015, defendants
Richard Price ("Price") and Mickey Shackelford ("Shackelford")
filed their opposition. On March 26, 2015, defendant, Joe
Baker ("Baker") filed his opposition. On March 30, 2015, the

1 Cains filed their reply.

2 The court has considered all the pleadings and evidence
3 submitted by the parties, the record, and applicable court
4 rules. The court finds and orders as follows:

5 The Cains seek an order compelling defendants Baker, Price
6 and Shackelford to produce additional documents pursuant to
7 discovery requests propounded on December 26, 2014, including
8 Form W2s, Form 1099s and personal tax returns for tax years
9 2009 and 2010. The specific discovery requests are Requests
10 for Production of Documents Nos. 18, 19 and 20, which provide
11 as follows:
12

13 REQUEST FOR PRODUCTION NO. 18: Provide any and all
14 documents showing expenses incurred on behalf of C4
Worldwide, Inc.

15 REQUEST FOR PRODUCTION NO. 19: Provide any and all
16 documents showing payments received from C4 Worldwide,
17 Inc., including cancelled checks, bank statements and
promissory notes.

18 REQUEST FOR PRODUCTION NO. 20: Provide any and all Form
19 W2s, Form 1099s and any and all personal tax returns for
tax years 2009 and 2010.

20 1. Requests for Production Nos. 18 and 19

21 With respect to Requests for Production Nos. 18 and 19,
22 the Defendants have each either responded by asserting that
23 they have no responsive documents in their possession, custody
24 or control, or that they have produced any responsive documents
25 in their possession, custody or control. The Cains' motion
26 fails to explain why these responses are deficient. The Cains'
27

28 /////

1 motion with respect to Requests for Productions Nos. 18 and 19
2 are DENIED.

3 2. Requests for Production No. 20

4 Defendants have asserted that their tax forms and returns
5 are protected from discovery pursuant to the Nevada Supreme
6 Court's decision in *Hetter v. District Court*, 110 Nev. 513
7 (1994). The Cains dispute this, seeking discovery of the
8 Defendants' W2s, Form 1099s and personal income tax returns for
9 two reasons: (1) to discover how payments to the Defendants
10 from C4 were characterized as either "income, repayment of
11 expenses, loans, etc." Motion, page 6, line 13. (2) to
12 discover Defendants' personal financial information for their
13 punitive damages claims.
14

15 A. Characterization of Payments from C4. The Cains
16 do not need and are not entitled to complete copies of the
17 Defendants' personal income tax returns or W2s and Form 1099s
18 from entities or employers other than C4 to ascertain how any
19 payments from C4 to the Defendants were characterized.
20

21 All three of the Defendants have affirmed in their written
22 responses to Request for Production No. 20 that they did not
23 receive W2s or Form 1099s from C4 for the tax years 2009 and
24 2010. Shackelford and Price each state: "Answering Defendant
25 has no form W2s or Form 1099s that are responsive to Request
26 for Production No. 20. Answering Defendant was never issued
27 Form W2s or Form 1099s by or on behalf of C4 Worldwide, Inc."
28 Motion, Exhibit 7 and 8, p.2.

1 The Cains presented a copy of a February 17, 2015 letter
2 prepared by Baker's counsel in response to the Cains' meet and
3 confer efforts (and pre-dating the Cains' March 9, 2015
4 Motion), in which Baker's counsel confirms that Baker's "2009
5 and 2010 tax returns do not evidence any transaction involving
6 funds to or from C4." See Motion, Exhibit 12. At the Cains'
7 request Baker followed up that correspondence with a March 11,
8 2015 Supplemental Response to Request for Production in which
9 he confirms, "Responding party received no Form W-2s and/or
10 Form 1099s for the tax years 2009 and/or 2010 relating to C4
11 Worldwide. Supplement: Responding party is not in possession of
12 such requested documents involving transactions involving C4."
13 See Baker Opposition, Exhibit 9.¹

15 The court cannot compel the production of something that
16 does not exist. The Cains' motion with respect to the
17 production of W2s and 1099s from C4 is DENIED.

18 B. Punitive Damage Claim. Nevada law is clear that
19 discovery of tax returns may not be had "for the mere asking."
20 Hetter, supra, 109 Nev. at 520. Before tax returns or
21 financial records are discoverable on the issue of punitive
22 damages, "the plaintiff must demonstrate some factual basis for
23

24 1 The February 17, 2015 letter was drafted in response to the
25 Cains' meet and confer efforts. On February 24, 2015, the
26 Cains' counsel requested that Baker set forth his
27 "representations concerning the tax returns" in a supplemental
28 response. The Cains filed their motion on March 9, 2015. Baker served his supplemental response on March 11, 2015. The court does not find that the supplemental response was prompted by the Motion to Compel. The Cains are not entitled to recover their attorney's fees pursuant to NRCP 37(a)(4)(A) under these circumstances.

1 its punitive damage claim."

2 The Cains claim to have met their burden on the basis of
3 the following six factual allegations:

4 1. The Cains wire transferred \$1,000,000 on November 30,
5 2009.

6 2. Pursuant to the Joint Venture Agreement, the loan
7 proceeds were to be deposited into a separate account and were
8 to be used to purchase CMOs.

9 3. The loan proceeds were deposited into C4's general
10 Wells Fargo account xxxx 2177.

11 4. In December 2009, the Defendants diverted \$804,327.20
12 from account xxxx 2177.

13 5. Richard Price was a signatory on account xxx 2177 and
14 spoke with Jeff Cain about the wire transfer before it was
15 made.

16 6. Richard Price and Joe Baker were signatories on the
17 Bank of America Account Nos. xxxx 3175 and xxxx 9695.

18 Punitive damages are only available based upon one of the
19 Cains' non-contract claims for fraud, civil conspiracy and
20 conversion, and if Plaintiffs establish by clear and convincing
21 evidence that the Defendants have been guilty of "oppression,
22 fraud or malice." NRS 42.005(1). None of the allegations
23 asserted above demonstrate a basis for finding "oppression,
24 fraud or malice" on the part of Price, Baker or Shackelford.
25 The Cains fail to meet their burden under the *Hetter* decision.
26 Their Motion to Compel the production of the Defendants'

1 personal income tax returns is therefore also DENIED but
2 without prejudice. The Cains may renew their motion under the
3 Hetter decision, if as discovery continues they discover new
4 information demonstrating the existence of "oppression, fraud
5 or malice" on the part of Price, Baker or Shackelford.

6 C. Continuing Duties.

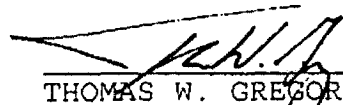
7 The parties are subject to a continuing duty to supplement
8 all disclosure and discovery responses. NRCP 26(e). If
9 information that should be produced is not, and such refusal is
10 properly evidenced through a motion to compel, then sanctions
11 generally will be imposed pursuant to NRCP 37(a)(4).
12

13 D. Attorney's Fees.

14 The court finds the Defendants have incurred attorney's
15 fees and costs in filing their oppositions herein and are
16 entitled to an award of attorney's fees and costs under NRCP
17 37(a)(4)(A). The court finds reasonable attorney's fees to be
18 \$500 for Price and Shakelford's counsel and \$500 for Baker's
19 counsel, payable within thirty days. The Cains' motions for an
20 award of attorney's fees is DENIED.
21

22 IT IS SO ORDERED.

23 Dated this 8 day of May, 2015.

24
25 
26 THOMAS W. GREGORY
27 DISTRICT JUDGE
28

1 Copies served by mail this 8 day of May, 2015, to:
2 Michael Matuska, Esq.
3 937 Mica Drive
4 Carson City, Nevada 89705
5 Rick Oshinski, Esq.
6 Mark Forsberg
7 504 E. Musser Street, Suite 302
8 Carson City, NV 89701
9 Michael Johnson, Esq.
10 P.O. Box 4848
11 Stateline, NV 89449
12 Jeffrey Edwards
13 595 Chivas Court
14 Orange Park, Florida 33073


Vicki Barrett

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NO

Case No. 11-CV-0296

AUG 17 2015

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Dept. No. II

Douglas County
District Court Clerk

BOBBIE R. WILLIAMS
CLERK

BY BA DEPUTY

IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF DOUGLAS

PEGGY CAIN, an individual;
JEFFREY CAIN, an individual;
and HELI OPS INTERNATIONAL,
LLC, an Oregon limited
liability company,

Plaintiffs,

vs.

DR RAWSON, an individual; C4
WORLDWIDE, INC., a Nevada
corporation; RICHARD PRICE,
an individual; JOE BAKER, an
individual; MICKEY
SHACKELFORD, an individual;
MICHAEL K. KAVANAGH, an
individual; JEFFREY EDWARDS,
an individual; and DOES 1-10,
inclusive,

Defendants.

ORDER GRANTING, IN PART, JOE
BAKER'S MOTION FOR (1)
HEARING AND/OR TO BIFURCATE
TRIAL AND (2) TO STAY A
PORTION OF TRIAL PROCEEDINGS

THIS MATTER comes before the Court on Defendant Joe
Baker's (Baker) Motion for (1) Hearing and/or to Bifurcate
Trial and (2) To Stay a Portion of Trial Proceedings filed on
July 17, 2015. Defendants Richard Price (Price) and Mickey
Shackelford (Shackelford) joined in Baker's motion on July 31,
2015. Plaintiff's Peggy Cain, Jeffrey Cain and Heli Ops
International, LLC (Plaintiffs) filed an Opposition to Motion

1 for (1) Hearing and/or to Bifurcate Trial and (2) To Stay a
2 Portion of Trial Proceedings on July 31, 2015. Baker filed a
3 Reply Brief Re: Plaintiff's Opposition to Motion for (1)
4 Hearing and/or to Bifurcate Trial and (2) To Stay a Portion of
5 Trial Proceedings on August 10, 2015.

6
7 Procedural Background

8 On November 20, 2012, the Court entered an Order Denying
9 Renewed Motion to Dismiss Re Personal Jurisdiction or for
10 Summary Judgment, and Granting Second Motion for Leave to
11 Amend. In ruling on the motion, the Court confined the parties
12 to the pleadings and corresponding affidavits relating to the
13 challenge to personal jurisdiction. In so doing, the Court
14 determined the Cains had made a *prima facie* showing of
15 jurisdictional facts to defeat the pending motion. Consistent
16 with the law, the Court made clear that the Cains "still must
17 establish personal jurisdiction by a preponderance of the
18 evidence at a hearing or the trial." Order dated November 20,
19 2012, citing *Trump v. Eighth Judicial District Court*, 109 Nev.
20 687, 694 (1993).

21
22 Baker's pending motion, joined by Price and Shackelford,
23 requests that the Court hold a separate hearing or bifurcate
24 the trial such that the Court would rule on the issues of
25 personal jurisdiction and alter ego separate from and prior to
26 the jury trial. The Cains agree that they must prove personal
27 jurisdiction and alter ego by a preponderance of the evidence
28 and that the Court is to determine those issues as opposed to

1 the jury. The Cains posit, however, that all of the issues are
2 so intertwined that it would be a better use of resources to
3 try all issues together.

4 A pre-trial conference was held on August 10, 2015, the
5 same day that briefing closed on the pending motion. During
6 the course of the pre-trial conference, the parties agreed to
7 vacate the September 15, 2015 jury trial setting and continue
8 the trial until April 19, 2016. The parties also agreed to set
9 a hearing for December 8, 2015 to address all outstanding
10 motions.
11

12 Analysis

13 There are compelling reasons in this case to try the non-
14 jury issues of personal jurisdiction and alter ego in advance
15 of seating a jury. Given the agreement of all remaining
16 parties to continue the trial that was to begin one month from
17 now and set a motions hearing, it is now practical to try the
18 issues of personal jurisdiction and alter ego at the time of
19 the motions hearing. This is particularly true when
20 considering the case is now four years old.

21 The issue of personal jurisdiction over Baker, Price and
22 Shackelford has permeated much of the pre-trial litigation in
23 this case. That is not surprising considering that Baker,
24 Price and Shackelford are being sued in their individual
25 capacity for their involvement as officers in a Nevada
26 corporation when neither reside in Nevada and have had few, if
27 any, personal contacts with Nevada.
28

1 When the Court first ruled on personal jurisdiction in
2 2012, discovery had yet to be completed and the issue was
3 decided upon affidavits at the lower *prima facie* standard.
4 Now, nearly three years later, discovery has been completed,
5 including the depositions of Baker, Price and Shackelford
6 earlier this week. There should now be a much clearer picture
7 regarding personal jurisdiction.
8

9 Also, when the Court ruled on personal jurisdiction in
10 2012, the Cains had yet to add the theory of alter ego to their
11 Complaint. Like personal jurisdiction, the parties agree that
12 alter ego is a determination for the Court. Alter ego is very
13 intertwined with personal jurisdiction. The parties will be
14 relying upon many of the same facts for each issue. It would
15 make no sense for the Court to hear these issues separately.
16

17 Combined, these two issue have dominated pre-trial
18 litigation. The Court's determination of each will greatly
19 impact the course of the case. The issues also appear to the
20 Court to be very triable issues and have in common the
21 potential for being dispositive.

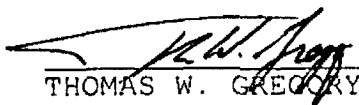
22 Under these circumstances, the Court finds that the best
23 course is to bifurcate the issues of personal jurisdiction and
24 alter ego from the issues to be tried to a jury. Now that the
25 jury trial has been continued out until April of 2016, it will
26 be of benefit to all parties to have a full evidentiary hearing
27 regarding personal jurisdiction and alter ego as part of the
28 motions hearing already scheduled for December 8, 2015. This

1 will make for the best use of judicial resources. The parties
2 will then have the benefit of knowing the determination of
3 these issues in advance of trial.

4 **IT IS HEREBY ORDERED** that Baker's Motion for Hearing
5 and/or to Bifurcate Trial, joined by Price and Shackelford, is
6 **GRANTED**. A full evidentiary hearing on the issues of personal
7 jurisdiction and alter ego will be held during the motions
8 hearing set to begin on December 8, 2015. At the hearing, the
9 Cains will bear the burden and the burden is a preponderance of
10 the evidence. *Trump*, 109 Nev. at 693.

12 **IT IS FURTHER ORDERED** that Baker's Motion to Stay a
13 Portion of Trial Proceedings, joined by Price and Shackelford,
14 is **DENIED** as being moot given the continuance of the trial.

15 Dated this 17 day of August, 2015.

17 
18 THOMAS W. GREGORY
19 DISTRICT COURT JUDGE

20 Copies served by mail this 17 day of August, 2015, to:

21 Michael Matuska, Esq.
22 2310 South Carson Street, #6
23 Carson City, Nevada 89701

24 Michael K. Johnson, Esq.
25 P.O. Box 4848
26 Stateline, Nevada 89449


27 Rick Oshinski, Esq.
28 Mark Forsberg, Esq.
600 East Williams Street, Suite 300
Carson City, Nevada 89701


Vicki Barrett

1
2 STATE OF NEVADA)
3 COUNTY OF DOUGLAS) ss

4 I, BOBBIE WILLIAMS, Clerk of the Court, State of Nevada,
5 and ex-officio Clerk of the District Court, Ninth Judicial District
6 of the State of Nevada, in and for the said County of Douglas; said
7 Court being a Court of Record, having common law jurisdiction, and a
8 Clerk and a Seal, do hereby certify that the foregoing are true
9 copies of the following originals in Case No. 11-CV-0296 (CAIN VS.
10 RAWSON, ET. AL): Notice of Appeal, Case Appeal Statement(s);
11 District Court Docket Entries; Judgment(s) or Order(s) appealed
12 from; Notice of entry of the Judgment(s) or order(s) appealed from
13 except ORDER DENYING PLAINTIFF'S THIRD MOTION TO COMPEL AND ORDER
14 GRANTING, IN PART, JOE BAKER'S MOTION FOR (1) HEARING AND/OR TO
15 BIFURCATE TRIAL AND (2) TO STAY A PORTION OF TRIAL PROCEEDINGS and
16 Supreme Court Filing Fee (\$250.00).

17
18 IN TESTIMONY WHEREOF, I have
19 hereunto set my hand and affixed my
20 Official Seal at Minden, in said
21 County and State this 9 day of
22 December, 2015

23 
CLERK OF THE COURT

24 By: Mary Maguire
25 Deputy Court Clerk
26
27
28



BOBBIE R. WILLIAMS
CLERK OF COURT
COURT ADMINISTRATOR
JURY COMMISSIONER

District Court Clerk's Office
(775) 782-9820
Tahoe Justice Court
(775) 586-7200
East Fork Justice Court
(775) 782-9955

Transmittal to the Supreme Court

To: Nevada Supreme Court
201 South Carson Street
Carson City, Nevada 89710

Date: December 9, 2015

Re: District Court Case #: 11-CV-0296

District Court Case Name: CAIN VS. D.R. RAWSON, ET.AL.

THREE CERTIFIED COPIES of the following documents are transmitted to the Supreme Court pursuant to the July 22, 1996 revisions to the Nevada Rules of Appellate Procedure. Checked items are **NOT** included in this appeal:

- ** Notice of Appeal
- ** Case Appeal Statement
- √√ Request to Waive Filing of Appeal Bond
- √√ Order Granting Request to Waive Filing of Appeal Bond
- √√ Notice RE: Rough Draft Transcripts
- ** District Court Docket entries
- ** Judgment(s) or order(s) appealed from
- √√ Order (NRAP FORM 4)
- ** Notice of entry of the judgment(s) or order(s) appealed from except ORDER DENYING PLAINTIFF'S THIRD MOTION TO COMPEL AND ORDER GRANTING, IN PART, JOE BAKER'S MOTION FOR (1) HEARING AND/OR TO BIFURCATE TRIAL AND (2) TO STAY A PORTION OF TRIAL PROCEEDINGS
- √√ Certification order directing entry of judgment pursuant to NRCP 54(b)
- √√ District Court Minutes
- √√ Exhibit List
- ** Supreme Court filing fee (\$250.00), if applicable

Respectfully,

BOBBIE WILLIAMS
CLERK OF THE COURT

By: Mary Maggione
Court Clerk

Items checked are not applicable or not available.