

CLERK OF THE COURT

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Tracie K. Lindeman  
Clerk of Supreme Court

**NOAS**

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1055 Whitney Ranch Drive, Suite 110  
Henderson, Nevada 89014  
Telephone: (702) 485-3300  
Facsimile: (702) 485-3301  
*Attorneys for Plaintiff*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FREDRIC AND BARBARA ROSENBERG LIVING TRUST,  Plaintiff,  vs.  BANK OF AMERICA, N.A.; BAC HOME LOANS SERVICING, LP, a foreign limited partnership; MACDONALD HIGHLANDS REALTY, LLC, a Nevada limited liability company; MICHAEL DOIRON, an individual; SHAHIN SHANE MALEK, an individual; PAUL BYKOWSKI, an individual; THE FOOTHILLS AT MACDONALD RANCH MASTER ASSOCIATION, a Nevada limited liability company; THE FOOTHILLS PARTNERS, a Nevada limited partnership; DOES I through X; and ROE CORPORATIONS I through X, inclusive,  Defendants.	Case No.: A-13-689113-C  Dept: I    <b>NOTICE OF APPEAL</b>
SHAHIN SHANE MALEK,  Counterclaimant,  vs.  THE FREDRIC AND BARBARA ROSENBERG LIVING TRUST,  Counterdefendant.	

**HOWARD KIM & ASSOCIATES**  
1055 WHITNEY RANCH DRIVE, SUITE 110  
HENDERSON, NEVADA 89014  
(702) 485-3300 FAX (702) 485-3301

The Fredric and Barbara Rosenberg Living Trust, by and through its counsel of record,  
Howard Kim & Associates, hereby appeals the following:

1. The Findings of Fact, Conclusions of Law, and Judgment Regarding  
Defendants MacDonald Highlands Realty, LLC, Michael Doiron, and FHP Ventures' Motion for  
Summary Judgment, filed on August 13, 2015;

2. The Order (1) Granting Motion for Attorney Fees and Costs and (2)  
Granting Motion to Re-Tax Costs, filed on November 10, 2015;

3. Any and all orders made appealable by the Order Granting Defendants'  
Motion for Certification Pursuant to NRCp 54(b), filed on November 10, 2015.

DATED this 9th day of December, 2015.

**HOWARD KIM & ASSOCIATES**

/s/Jacqueline A. Gilbert

HOWARD C. KIM, ESQ.

Nevada Bar No. 10386

JACQUELINE A. GILBERT, ESQ.

Nevada Bar No. 10593

DIANA S. CLINE, ESQ.

Nevada Bar No. 10580

KAREN L. HANKS, ESQ.

Nevada Bar No. 9578

1055 Whitney Ranch Drive, Suite 110

Henderson, Nevada 89014

*Attorneys for Plaintiff*

///

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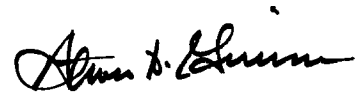
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 9th day of December, 2015, pursuant to NRCP 5(b), I served, via the Eighth Judicial District Court electronic filing system, the foregoing **NOTICE OF APPEAL**, to the following parties:

<u>Select All</u> <u>Select None</u>			
<b>Akerman LLP</b>			
<b>Name</b>	<b>Email</b>	<input type="checkbox"/>	<b>Select</b>
Akerman Las Vegas Office	<a href="mailto:akermanlas@akerman.com">akermanlas@akerman.com</a>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Darren T. Brenner, Esq.	<a href="mailto:darren.brenner@akerman.com">darren.brenner@akerman.com</a>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Steven G. Shevorsi, Esq.	<a href="mailto:steven.shevorsi@akerman.com">steven.shevorsi@akerman.com</a>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Kemp Jones &amp; Coulthard</b>			
<b>Name</b>	<b>Email</b>	<input type="checkbox"/>	<b>Select</b>
Ian P. McGinn	<a href="mailto:ipm@kempjones.com">ipm@kempjones.com</a>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Sandy Sell	<a href="mailto:s.sell@kempjones.com">s.sell@kempjones.com</a>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Kemp, Jones &amp; Coulthard</b>			
<b>Name</b>	<b>Email</b>	<input type="checkbox"/>	<b>Select</b>
J. Randall Jones	<a href="mailto:jjr@kempjones.com">jjr@kempjones.com</a>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Janet Griffin	<a href="mailto:janetjamesmichael@gmail.com">janetjamesmichael@gmail.com</a>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Janet Griffin	<a href="mailto:jlq@kempjones.com">jlq@kempjones.com</a>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Matthew Carter	<a href="mailto:m.carter@kempjones.com">m.carter@kempjones.com</a>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Sandy Sell	<a href="mailto:s.sell@kempjones.com">s.sell@kempjones.com</a>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Spencer Gunnerson	<a href="mailto:s.gunnerson@kempjones.com">s.gunnerson@kempjones.com</a>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Kemp, Jones &amp; Coulthard, LLP</b>			
<b>Name</b>	<b>Email</b>	<input type="checkbox"/>	<b>Select</b>
Pamela Montgomery	<a href="mailto:p.montgomery@kempjones.com">p.montgomery@kempjones.com</a>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>The Firm</b>			
<b>Name</b>	<b>Email</b>	<input type="checkbox"/>	<b>Select</b>
Jay M. DeVoy	<a href="mailto:jay@thefirm-lv.com">jay@thefirm-lv.com</a>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>The Firm, P.C.</b>			
<b>Name</b>	<b>Email</b>	<input type="checkbox"/>	<b>Select</b>
Jacqueline Martinez	<a href="mailto:jacqueline@thefirm-lv.com">jacqueline@thefirm-lv.com</a>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Preston P. Rezaee, Esq.	<a href="mailto:preston@thefirm-lv.com">preston@thefirm-lv.com</a>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Ryan E. Alexander, Esq.	<a href="mailto:ryan@ryanalexander.us">ryan@ryanalexander.us</a>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

/s/Katherine C.S. Carstensen  
An Employee of Howard Kim & Associates



CLERK OF THE COURT

**ASTA**

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*Attorneys for Plaintiff*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FREDRIC AND BARBARA ROSENBERG  
LIVING TRUST,

Plaintiff,

vs.

BANK OF AMERICA, N.A.; BAC HOME  
LOANS SERVICING, LP, a foreign limited  
partnership; MACDONALD HIGHLANDS  
REALTY, LLC, a Nevada limited liability  
company; MICHAEL DOIRON, an individual;  
SHAHIN SHANE MALEK, an individual;  
PAUL BYKOWSKI, an individual; THE  
FOOTHILLS AT MACDONALD RANCH  
MASTER ASSOCIATION, a Nevada limited  
liability company; THE FOOTHILLS  
PARTNERS, a Nevada limited partnership;  
DOES I through X; and ROE  
CORPORATIONS I through X, inclusive,

Defendants.

SHAHIN SHANE MALEK,

Counterclaimant,

vs.

THE FREDRIC AND BARBARA  
ROSENBERG LIVING TRUST,

Counterdefendant.

Case No.: A-13-689113-C

Dept: I

**CASE APPEAL STATEMENT**

**HOWARD KIM & ASSOCIATES**  
1055 WHITNEY RANCH DRIVE, SUITE 110  
HENDERSON, NEVADA 89014  
(702) 485-3300 FAX (702) 485-3301

CASE APPEAL STATEMENT

**1. Name of appellant filing this case appeal statement:**

Plaintiff Fredric and Barbara Rosenberg Living Trust

**2. Identify the judge issuing the decision, judgment, or order appealed from:**

The Honorable Kenneth C. Cory

**3. Identify each appellant and the name and address of counsel for each appellant:**

*Attorneys for Appellant SFR Investment Pool 1, LLC*

Jacqueline A. Gilbert, Esq.  
Howard C. Kim, Esq.  
Diana Cline Ebron, Esq.  
Karen L. Hanks, Esq.  
HOWARD KIM & ASSOCIATES  
1055 Whitney Ranch Drive, Suite 1055  
Henderson, Nevada 89014  
(702) 485-3300

**4. Identify each respondent and the name and address of appellate counsel, if known, for each respondent (if the name of a respondent's appellate counsel is unknown, indicate as much and provide the name and address of that respondent's trial counsel):**

*Trial Attorneys for MacDonald Highlands Realty, LLC, Michael Doiron, and FHP Ventures*

Spencer H. Gunnerson, Esq.  
Matthew S. Carter, Esq.  
KEMP, JONES & COULTHARD, LLP  
3800 Howard Hughes Parkway, 17<sup>th</sup> Floor  
Las Vegas, Nevada 89169  
(702) 385-6000

**5. Indicate whether any attorney identified above in response to question 3 or 4 is not licensed practice law in Nevada and, if so, whether the district court granted that attorney permission to appear under SCR 42 (attach a copy of any district court order granting such permission):**

N/A

**6. Indicate whether appellant was represented by appointed or retained counsel in the district court:**

Retained counsel

**7. Indicate whether appellant is represented by appointed or retained counsel on appeal:**

Retained counsel

1 **8. Indicate whether appellant was granted leave to proceed in forma pauperis, and the**  
2 **date of entry of the district court order granting such leave:**

3 N/A

4 **9. Indicate the date the proceedings commenced in the district court, e.g., date**  
5 **complaint, indictment, information, or petition was filed:**

6 Complaint filed September 23, 2013, amended complaint filed on January 12, 2015

7 **10. Provide a brief description of the nature of the action and result in the district court,**  
8 **including the type of judgment or order being appealed and the relief granted by the**  
9 **district court:**

10 This action arose following the purchase by plaintiffs of a golf course frontage home in  
11 MacDonald Highlands and discovering that a piece of the golf course had been sold to the  
12 owner of the lot adjacent to plaintiff's home without disclosure of the sale or of any  
13 rezoning or vacating of easements. Plaintiffs brought claims for Breach of Contract and  
14 Breach of Implied Covenant of Good Faith and Fair Dealing against Bank of America,  
15 N.A. ("BANA") (seller of real property); Unjust Enrichment and Fraudulent or Intentional  
16 Misrepresentation and Negligent Misrepresentation against BANA, BAC Home Loans  
17 Servicing, LP, MacDonald Highlands Realty, LLC ("MacDonald") and Michael Doiron  
18 ("Doiron"); Real Estate Brokers Violation of NRS 645 against MacDonald and Doiron;  
19 Easement against MacDonald, Doiron and Shahin Malek ("Malek"); Declaratory Relief  
20 against all defendants; Mandatory Injunction against Malek; Implied Restrictive Covenant  
21 against Malek; Mandatory Injunction against The Foothills at MacDonald Ranch Master  
22 Association, the Foothills Partners, LP, and Paul Bykowski in his various capacities.

23 The district court granted summary judgment in favor of defendants MacDonald and  
24 Doiron by an order entered on August 13, 2015 and in favor of Malek on plaintiff's claims  
25 by an order entered on August 13, 2015. Malek's counterclaims against Plaintiff for  
26 slander of title remain. An order granting MacDonald and Doiron's motion for attorney's  
27 fees and costs was granted on November 10, 2015, and on the same day an order was  
28 entered certifying the orders related to MacDonald and Doiron as final and appealable  
pursuant to NRCP 54.

11 **11. Indicate whether the case has previously been the subject of an appeal or an original**  
12 **writ proceeding in the Supreme Court and, if so, the caption and Supreme Court**  
13 **docket number of the prior proceeding.**

14 N/A

15 **12. Indicate whether this appeal involves child custody or visitation:**

16 N/A

17 ///

18 ///

19 ///

**13. If this is a civil case, indicate whether this appeal involves the possibility of settlement:**

Plaintiff is open to potential settlement with MacDonald and Doiron on the issue of damages.

DATED this 9th day of December, 2015.

**HOWARD KIM & ASSOCIATES**

/s/Jacqueline A. Gilbert  
HOWARD C. KIM, ESQ.  
Nevada Bar No. 10386  
JACQUELINE A. GILBERT, ESQ.  
Nevada Bar No. 10593  
DIANA S. CLINE, ESQ.  
Nevada Bar No. 10580  
KAREN L. HANKS, ESQ.  
Nevada Bar No. 9578  
1055 Whitney Ranch Drive, Suite 110  
Henderson, Nevada 89014  
Attorneys for Plaintiff

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 9th day of December, 2015, pursuant to NRCP 5(b), I served, via the Eighth Judicial District Court electronic filing system, the foregoing **CASE APPEAL STATEMENT**, to the following parties:

<u>Select All</u> <u>Select None</u>			
<b>Akerman LLP</b>			
<b>Name</b>	<b>Email</b>		<b>Select</b>
Akerman Las Vegas Office	<a href="mailto:akermanlas@akerman.com">akermanlas@akerman.com</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Darren T. Brenner, Esq.	<a href="mailto:darren.brenner@akerman.com">darren.brenner@akerman.com</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Steven G. Shevorski, Esq.	<a href="mailto:steven.shevorski@akerman.com">steven.shevorski@akerman.com</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Kemp Jones &amp; Coulthard</b>			
<b>Name</b>	<b>Email</b>		<b>Select</b>
Ian P. McGinn	<a href="mailto:ipm@kempjones.com">ipm@kempjones.com</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sandy Sell	<a href="mailto:s.sell@kempjones.com">s.sell@kempjones.com</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Kemp, Jones &amp; Coulthard</b>			
<b>Name</b>	<b>Email</b>		<b>Select</b>
J. Randall Jones	<a href="mailto:jjr@kempjones.com">jjr@kempjones.com</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**HOWARD KIM & ASSOCIATES**

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Janet Griffin	<a href="mailto:janetjamesmichael@gmail.com">janetjamesmichael@gmail.com</a>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Janet Griffin	<a href="mailto:jlq@kempjones.com">jlq@kempjones.com</a>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Matthew Carter	<a href="mailto:m.carter@kempjones.com">m.carter@kempjones.com</a>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Sandy Sell	<a href="mailto:s.sell@kempjones.com">s.sell@kempjones.com</a>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Spencer Gunnerson	<a href="mailto:s.gunnerson@kempjones.com">s.gunnerson@kempjones.com</a>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Kemp, Jones &amp; Coulthard, LLP</b>			
<b>Name</b>	<b>Email</b>	<input checked="" type="checkbox"/>	<b>Select</b>
Pamela Montgomery	<a href="mailto:p.montgomery@kempjones.com">p.montgomery@kempjones.com</a>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>The Firm</b>			
<b>Name</b>	<b>Email</b>	<input checked="" type="checkbox"/>	<b>Select</b>
Jay M. DeVoy	<a href="mailto:jay@thefirm-lv.com">jay@thefirm-lv.com</a>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>The Firm, P.C.</b>			
<b>Name</b>	<b>Email</b>	<input checked="" type="checkbox"/>	<b>Select</b>
Jacqueline Martinez	<a href="mailto:jacqueline@thefirm-lv.com">jacqueline@thefirm-lv.com</a>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Preston P. Rezaee, Esq.	<a href="mailto:preston@thefirm-lv.com">preston@thefirm-lv.com</a>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Ryan E. Alexander, Esq.	<a href="mailto:ryan@ryanalexander.us">ryan@ryanalexander.us</a>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

/s/Katherine C.S. Carstensen  
An Employee of Howard Kim & Associates



CASE SUMMARY  
**CASE SUMMARY**  
**CASE NO. A-13-689113-C**

**Frederic and Barbara Rosenberg Living Trust, Plaintiff**  
**(s)**  
**vs.**  
**Bank of America, Defendant(s)**

§  
§  
§  
§  
§

Location: **Department 1**  
Judicial Officer: **Cory, Kenneth**  
Filed on: **09/23/2013**  
Cross-Reference Case Number: **A689113**

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**CASE INFORMATION**

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Case Type: **Breach of Contract**  
Subtype: **Other Contracts/Acc/Judgment**  
Case Flags: **Appealed to Supreme Court**  
**Jury Demand Filed**  
**Automatically Exempt from Arbitration**

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**DATE**

**CASE ASSIGNMENT**

---

**Current Case Assignment**

Case Number	A-13-689113-C
Court	Department 1
Date Assigned	09/23/2013
Judicial Officer	Cory, Kenneth

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**PARTY INFORMATION**

---

		<i>Lead Attorneys</i>
<b>Plaintiff</b>	<b>Frederic and Barbara Rosenberg Living Trust</b>	<b>Kim, Howard C.</b> <i>Retained</i> 702-485-3300(W)
<b>Defendant</b>	<b>BAC Home Loans Servicing LP</b>	<b>Stern, Ariel E.</b> <i>Retained</i> 702-634-5000(W)
	<b>Bank of America</b>	<b>Stern, Ariel E.</b> <i>Retained</i> 702-634-5000(W)
	<b>Bykowski, Paul</b> Removed: 04/22/2015 Dismissed	<b>Jones, Jon Randall</b> <i>Retained</i> 7023856000(W)
	<b>Doiron, Michael</b>	<b>Jones, Jon Randall</b> <i>Retained</i> 7023856000(W)
	<b>Dragonridge Golf Club Inc</b> Removed: 01/10/2014 Dismissed	<b>Jones, Jon Randall</b> <i>Retained</i> 7023856000(W)
	<b>Dragonridge Properties LLC</b> Removed: 01/10/2014 Dismissed	<b>Jones, Jon Randall</b> <i>Retained</i> 7023856000(W)
	<b>FHP Ventures</b>	<b>Jones, Jon Randall</b> <i>Retained</i> 7023856000(W)
	<b>Foothills at MacDonald Ranch Master Association</b> Removed: 04/22/2015 Dismissed	
	<b>Foothills Partners</b>	

CASE SUMMARY  
**CASE SUMMARY**

**CASE NO. A-13-689113-C**

**MacDonald Highlands Realty LLC**

**Jones, Jon Randall**  
*Retained*  
7023856000(W)

**MacDonald Properties Ltd**  
Removed: 01/10/2014  
Dismissed

**Jones, Jon Randall**  
*Retained*  
7023856000(W)

**Malek, Shahin Shane**

**Rezaee, Preston P, ESQ**  
*Retained*  
702-868-3311(W)









**Real Properties Management Group Inc**  
Removed: 04/29/2014  
Dismissed

**Counter Claimant    Malek, Shahin Shane**













**Rezaee, Preston P, ESQ**  
*Retained*  
702-868-3311(W)

**Counter Defendant    Fredric and Barbara Rosenberg Trust**












**Kim, Howard C.**  
*Retained*  
702-485-3300(W)

DATE	EVENTS & ORDERS OF THE COURT	INDEX
09/23/2013	 Complaint Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Complaint</i>	
09/23/2013	Case Opened	
09/30/2013	 Notice of Lis Pendens Filed by: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Notice of Lis Pendens</i>	
10/18/2013	 Acceptance of Service Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Acceptance of Service of Summons and Complaint</i>	
10/24/2013	 Notice of Lis Pendens Filed by: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Amended Notice of Lis Pendens</i>	
10/24/2013	 Affidavit of Service Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Affidavit of Service of Summons and Complaint upon BAC Home Loans Servicing, LP</i>	
10/24/2013	 Affidavit of Service Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Affidavit of Service of Summons and Complaint upon Shahin Shane Malek</i>	
10/24/2013	 Affidavit of Service Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Affidavit of Service of Summons and Complaint upon Real Properties Management Group, Inc.</i>	
10/24/2013	 Release of Lis Pendens Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Release of Notice of Lis Pendens</i>	

CASE SUMMARY  
**CASE SUMMARY**  
**CASE NO. A-13-689113-C**



10/28/2013	 Certificate of Service Filed by: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Certificate of Service</i>
10/29/2013	 Affidavit of Service Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Affidavit of Service of Summons and Complaint upon Michael Doiron</i>
10/30/2013	 Initial Appearance Fee Disclosure Filed By: Defendant Bank of America <i>Initial Appearance Fee Disclosure</i>
10/30/2013	 Motion for Summary Judgment Filed By: Defendant Bank of America <i>Bank of America, N.A.'s Motion to Dismiss Plaintiff's Complaint Pursuant to NRCP 12(b)(5), or Alternatively, Motion for Summary Judgment</i>
10/31/2013	 Certificate of Service Filed by: Defendant Bank of America <i>Certificate of Service</i>
11/05/2013	 Notice Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Notice of Filing and Recording of Release of Notice of Lis Pendens</i>
11/05/2013	 Notice Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Notice of Filing and Recording of Amended Notice of Lis Pendens</i>
11/06/2013	 Initial Appearance Fee Disclosure Filed By: Defendant Dragonridge Properties LLC <i>Initial Appearance Fee Disclosure</i>
11/06/2013	 Motion to Dismiss Filed By: Defendant Dragonridge Properties LLC <i>Defendants DRFH Ventures, LLC f/k/a Dragonridge Properties, LLC; Dragonridge Golf Club, Inc.; MacDonald Properties, Ltd.; MacDonald Highlands Realty, LLC; and Michael Doiron's Motion to Dismiss</i>
11/08/2013	 Motion To Dismiss - Alternative Motion For Summary Judgment Filed By: Defendant Dragonridge Properties LLC <i>DRFH Ventures, LLC f/k/a DragonRidge Properties, LLC; DragonRidge Golf Club, Inc.; MacDonald Properties, LTD; MacDonald Highlands Realty, LLC; and Michael Doiron's Partial Joinder To Bank of America, N.A.'s Motion To Dismiss Plaintiff's Complaint Pursuant To NRCP 12(B)(5), Or Alternatively, Motion For Summary Judgment</i>
11/13/2013	 Motion to Dismiss Filed By: Counter Claimant Malek, Shahin Shane <i>Defendant's Motion To Dismiss Plaintiff's Complaint And Expunge Lis Pendens On Order Shortening Time</i>
11/13/2013	 Initial Appearance Fee Disclosure Filed By: Counter Claimant Malek, Shahin Shane <i>Defendant's Initial Appearance Fee Disclosure</i>

CASE SUMMARY  
**CASE SUMMARY**  
**CASE NO. A-13-689113-C**












11/14/2013	 Notice of Change of Firm Name Filed By: Defendant Bank of America <i>Notice of Change of Firm Name</i>
11/15/2013	 Affidavit of Service Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Affidavit of Service of Summons and Complaint upon Bank of America, N.A.</i>
12/02/2013	 Opposition to Motion to Dismiss Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Plaintiff's Opposition to Defendant Shahin Shane Malek's Motion to Dismiss Plaintiff's Complaint and Expunge Lis Pendens</i>
12/03/2013	 Reply to Opposition Filed by: Counter Claimant Malek, Shahin Shane <i>Reply In Support Of Defendant's Motion To Dismiss Plaintiff's Complaint And Expunge Lis Pendens On Order Shortening Time</i>
12/04/2013	 Opposition to Motion to Dismiss Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Plaintiff's Opposition to Bank of America's Motion to Dismiss Plaintiff's Complaint or Alternatively, Motion for Summary Judgment</i>
12/04/2013	 Opposition Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Opposition to DRFH Ventures, LLC, f/k/a Dragonridge Properties, LLC; Dragonridge Golf Club, Inc.; MacDonald Properties, Ltd.; MacDonald Highlands Realty, LLC; and Michael Doiron's Partial Joinder to Bank of America, N.A.'s Motion to Dismiss Plaintiff's Complaint or Alternatively, Motion for Summary Judgment</i>
12/04/2013	 Opposition to Motion to Dismiss Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Opposition to DRFH Ventures, LLC f/k/a Dragonridge Properties, LLC; Dragonridge Golf Club, Inc.; MacDonald Properties, Ltd; MacDonald Highlands Realty, LLC; and Michael Doiron's Motion to Dismiss</i>
12/04/2013	 <b>Minute Order</b> (1:00 PM) (Judicial Officer: Cory, Kenneth)
12/09/2013	 <b>Motion to Dismiss</b> (11:00 AM) (Judicial Officer: Cory, Kenneth) <b>12/09/2013, 12/19/2013</b> <i>Defendant's Motion To Dismiss Plaintiff's Complaint And Expunge Lis Pendens On Order Shortening Time</i> <i>Parties Present: Attorney Smyth, James E., II</i> <i>Attorney Byrne, Patrick G.</i> <i>Attorney Winslow, Natalie L</i>
12/12/2013	 Stipulation and Order Filed by: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Stipulation and Order to Continue Hearings</i>
12/12/2013	 Reply Filed by: Defendant Dragonridge Properties LLC <i>Reply To Plaintiff's Oppositions To Defendants DRFH Ventures, LLC f/k/a DragonRidge Properties, LLC; DragonRidge Golf Club, Inc.; MacDonald Properties, Ltd; MacDonald Highlands Realty, LLC; And Michael Doiron's (1) Joinder To Bank Of America, N.A.'s Motion</i>

CASE SUMMARY  
**CASE SUMMARY**  
**CASE NO. A-13-689113-C**

*To Dismiss Plaintiff's Complaint And (2) Motion To Dismiss*













12/12/2013	 Reply in Support Filed By: Defendant Bank of America <i>Bank of America, N.A.'s Reply in Support of Motion to Dismiss Plaintiff's Complaint Pursuant to NRCP 12(b)(5), or Alternatively, Motion for Summary Judgment</i>
12/13/2013	 Supplement to Opposition Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Plaintiff's Supplement to Opposition to Defendant Shahin Shane Malek's Motion to Dismiss Plaintiff's Complaint and Expunge Lis Pendens</i>
12/18/2013	 Notice of Entry Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Notice of Entry of Stipulation and Order to Continue Hearings</i>
12/18/2013	 Supplemental Brief Filed By: Counter Claimant Malek, Shahin Shane <i>Supplemental Brief In Support Of Defendant's Motion To Dismiss Plaintiff's Complaint And Expunge Lis Pendens On Order Shortening Time</i>
12/19/2013	<b>Motion to Dismiss</b> (10:00 AM) (Judicial Officer: Cory, Kenneth) <i>Bank of America, N.A.'s Motion to Dismiss Plaintiff's Complaint Pursuant to NRCP 12(b)(5), or Alternatively, Motion for Summary Judgment</i>
12/19/2013	<b>Motion to Dismiss</b> (10:00 AM) (Judicial Officer: Cory, Kenneth) <i>Defendants DRFH Ventures, LLC f/k/a Dragonridge Properties, LLC; Dragonridge Golf Club, Inc.; MacDonald Properties, Ltd.; MacDonld Highlands Realty, LLC; and Michael Doiron's Motion to Dismiss</i>
12/19/2013	<b>Joinder</b> (10:00 AM) (Judicial Officer: Cory, Kenneth) <i>DRFH Ventures, LLC f/k/a DragonRidge Properties, LLC; DragonRidge Golf Club, Inc.; MacDonald Properties, LTD; MacDonald Highlands Realty, LLC; and Michael Doiron's Partial Joinder To Bank of America, N.A.'s Motion To Dismiss Plaintiff's Complaint Pursuant To NRCP 12(B)(5), Or Alternatively, Motion For Summary Judgment</i>
12/19/2013	 <b>All Pending Motions</b> (10:00 AM) (Judicial Officer: Cory, Kenneth) <i>Bank of America, N.A.'s Motion to Dismiss Plaintiff's Complaint Pursuant to NRCP 12(b)(5), or Alternatively, Motion for Summary Judgment... DRFH Ventures, LLC f/k/a DragonRidge Properties, LLC; DragonRidge Golf Club, Inc.; MacDonald Properties, LTD; MacDonald Highlands Realty, LLC; and Michael Doiron's Partial Joinder To Bank of America, N.A.'s Motion To Dismiss Plaintiff's Complaint Pursuant To NRCP 12(B)(5), Or Alternatively, Motion For Summary Judgment... Defendants DRFH Ventures, LLC f/k/a Dragonridge Properties, LLC; Dragonridge Golf Club, Inc.; MacDonald Properties, Ltd.; MacDonld Highlands Realty, LLC; and Michael Doiron's Motion to Dismiss... Defendant's Motion To Dismiss Plaintiff's Complaint And Expunge Lis Pendens On Order Shortening Time</i> <i>Parties Present:</i> Attorney Smyth, James E., II Attorney Brenner, Darren T. Attorney Gunnerson, Spencer Attorney Byrne, Patrick G. Attorney Winslow, Natalie L Defendant Malek, Shahin Shane Attorney Shiroff, Justin
12/20/2013	 Demand for Jury Trial Filed By: Defendant Bank of America <i>Demand for Jury Trial</i>
12/30/2013	 Answer to Complaint

CASE SUMMARY  
**CASE SUMMARY**  
**CASE NO. A-13-689113-C**













	Filed by: Defendant Bank of America <i>Bank of America, N.A.'s Answer to Plaintiff's Complaint</i>
01/09/2014	 Order Filed By: Counter Claimant Malek, Shahin Shane <i>Order</i>
01/10/2014	 Notice of Entry of Order Filed By: Counter Claimant Malek, Shahin Shane <i>Notice of Entry of Order</i>
01/10/2014	 Order Filed By: Defendant Dragonridge Properties LLC <i>Order Granting In Part Defendants DRFH Ventures, LLC f/k/a DragonRidge Properties, LLC; DragonRidge Golf Club, Inc.; MacDonald Properties, Ltd; MacDonald Highlands Realty, LLC; And Michael Doiron's (1) Joinder To Bank Of America, N.A.'s Motion To Dismiss Plaintiff's Complaint And (2) Motion To Dismiss</i>
01/10/2014	<b>Order of Dismissal Without Prejudice</b> (Judicial Officer: Cory, Kenneth) Debtors: Frederic and Barbara Rosenberg Living Trust (Plaintiff) Creditors: Dragonridge Properties LLC (Defendant), Dragonridge Golf Club Inc (Defendant), MacDonald Properties Ltd (Defendant) Judgment: 01/10/2014, Docketed: 01/17/2014
01/13/2014	 Notice of Entry of Order Filed By: Defendant Dragonridge Properties LLC <i>Notice of Entry of Order Granting In Part Defendants DRFH Ventures, LLC f/k/a DragonRidge Properties, LLC; DragonRidge Golf Club, Inc.; MacDonald Properties, Ltd; MacDonald Highlands Realty, LLC; And Michael Doiron's (1) Joinder To Bank of America, N.A.'s Motion To Dismiss Plaintiff's Complaint And (2) Motion To Dismiss</i>
01/15/2014	 Records Transcript of Hearing <i>Transcript of Proceedings: Hearing Re: All Pending Motions -- 12-19-13</i>
01/21/2014	 Substitution of Attorney Filed by: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Substitution of Counsel</i>
01/28/2014	 Answer Filed By: Defendant MacDonald Highlands Realty LLC <i>Answer To Plaintiff's Complaint</i>
02/20/2014	 Answer Filed By: Counter Claimant Malek, Shahin Shane <i>Defendant Shahin Shane Malek's Answer And Counterclaim</i>
03/17/2014	 Joint Case Conference Report Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Joint Case Conference Report</i>
03/20/2014	 Answer to Counterclaim Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>The Frederic and Barbara Roseberg Living Trust's Answer to Defendant Shahin Shane Malek's Counterclaim</i>
03/21/2014	 Scheduling Order

CASE SUMMARY  
**CASE SUMMARY**  
**CASE NO. A-13-689113-C**

*Scheduling Order*















03/25/2014	 Certificate of Service Filed by: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Certificate of Service</i>
04/01/2014	 Order Setting Civil Jury Trial <i>Order Setting Civil Jury Trial and Pretrial Procedures</i>
04/21/2014	 Certificate of Service Filed by: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Certificate of Service</i>
04/28/2014	 Affidavit of Service Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Affidavit of Service</i>
04/29/2014	 Notice of Voluntary Dismissal Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Notice of Voluntary Dismissal of Real Properties Management Group, Inc.</i>
04/29/2014	<b>Dismissal Pursuant to NRCP 41</b> (Judicial Officer: Cory, Kenneth) Debtors: Real Properties Management Group Inc (Defendant) Creditors: Frederic and Barbara Rosenberg Living Trust (Plaintiff) Judgment: 04/29/2014, Docketed: 05/06/2014
04/30/2014	 Certificate of Service Filed by: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Certificate of Service</i>
08/01/2014	 Notice Filed By: Defendant Bank of America <i>Notice of Site Inspection</i>
08/21/2014	 Affidavit of Service Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Affidavit of Service - Person Most Knowledgeable at Realty One Group</i>
08/21/2014	 Affidavit of Service Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Affidavit of Service - Person Most Knowledgeable at Greater Las Vegas Association of Realtors</i>
08/21/2014	 Affidavit of Service Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Affidavit of Service - Person Most Knowledgeable at Foothills at MacDonald Ranch Master Homeowners Association</i>
08/22/2014	 Stipulation and Order to Extend Discovery Deadlines Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Stipulation and Order to Extend Discovery Deadline Dates (First Request)</i>
08/23/2014	 Notice of Entry of Stipulation and Order Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Notice of Entry of Stipulation and Order</i>

CASE SUMMARY  
**CASE SUMMARY**  
**CASE NO. A-13-689113-C**













08/27/2014	 Motion to Withdraw As Counsel Filed By: Counter Claimant Malek, Shahin Shane <i>Motion to Withdraw as Counsel on Order Shortening Time</i>
09/03/2014	 Substitution of Attorney Filed by: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Substitution of Counsel</i>
09/04/2014	 Affidavit of Service Filed By: Defendant Bank of America <i>Affidavit of Service - Custodian of Records for DSC Archives and Records - City Clerk's Office - City of Henderson</i>
09/10/2014	 Notice of Association of Counsel Filed By: Counter Claimant Malek, Shahin Shane <i>Notice of Association of Counsel</i>
09/19/2014	 Stipulation and Order Filed by: Counter Claimant Malek, Shahin Shane <i>Stipulation and Order to Extend Discovery Deadlines and to Continue the Trial Date Pursuant to EDCR 2.35 (Second Request)</i>
09/23/2014	 Notice of Entry of Stipulation and Order Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Notice of Entry of Stipulation and Order</i>
10/13/2014	<b>CANCELED Motion to Withdraw as Counsel</b> (3:00 AM) (Judicial Officer: Cory, Kenneth) <i>Vacated - Moot</i> <i>Motion to Withdraw as Counsel on Order Shortening Time</i>
10/24/2014	 Affidavit of Service Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Affidavit of Service - Custodian of Records for Wallace Morris Surveyors</i>
10/27/2014	 Order Setting Civil Jury Trial <i>Order Setting Civil Jury Trial and Pretrial Procedures</i>
11/13/2014	 Stipulation to Extend Discovery Party: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Stipulation and Order to Extend Discovery Deadlines Pursuant to EDCR 2.35 (Third Request)</i>
11/14/2014	 Notice of Entry of Stipulation and Order Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Notice of Entry of Stipulation and Order to Extend Discovery Deadlines Pursuant to EDCR 2.35 (Third Request)</i>
11/24/2014	 Motion to Amend Complaint Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Motion for Leave to Amend Complaint and Caption</i>
12/22/2014	 Affidavit of Service Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Affidavit of Service - Real Properties Management Group Inc</i>














CASE SUMMARY  
**CASE SUMMARY**  
**CASE NO. A-13-689113-C**

12/22/2014	 Affidavit of Service Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Affidavit of Service - Paul Bykowski</i>
12/22/2014	 Affidavit of Service Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Affidavit of Service - Chicago Title of Nevada</i>
12/30/2014	 Stipulation to Extend Discovery Party: Defendant MacDonald Highlands Realty LLC <i>Stipulation and Order to Extend Discovery Deadlines Pursuant to EDCR 2.35 (Fourth Request)</i>
01/02/2015	 Supplement Filed by: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Supplement to Motion for Leave to Amend Complaint and Caption</i>
01/05/2015	 <b>Motion for Leave</b> (3:00 AM) (Judicial Officer: Cory, Kenneth) <i>Plaintiff's Motion for Leave to Amend Complaint and Caption</i>
01/09/2015	 Notice of Entry of Order Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Notice of Entry of Order</i>
01/09/2015	 <b>Minute Order</b> (10:30 AM) (Judicial Officer: Cory, Kenneth) <i>A689113</i>
01/09/2015	 Order Granting Motion Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Order Granting Plaintiff's Motion for Leave to Amend Complaint and Caption</i>
01/12/2015	 Amended Complaint Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Amended Complaint</i>
01/13/2015	 Affidavit of Service Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Affidavit of Service - MacDonald Properties Ltd</i>
01/13/2015	 Affidavit of Service Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Affidavit of Service - Realty One Group Inc</i>
01/13/2015	 Affidavit of Service Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Affidavit of Service - Richard MacDonald</i>
01/13/2015	 Affidavit of Service Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Affidavit of Service - The Foothills at MacDonald Ranch Master Association LLC</i>
01/13/2015	 Affidavit of Service Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Affidavit of Service - Matthew Lubawy MAI, Lubawy and Associates Inc</i>











CASE SUMMARY  
**CASE SUMMARY**  
**CASE NO. A-13-689113-C**

01/14/2015	 Affidavit of Service Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Affidavit/Declaration of Service of Craig E. Jiu, MAA</i>
01/14/2015	 Affidavit of Service Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Affidavit of Service - MacDonald Properties Ltd</i>
01/14/2015	 Affidavit of Service Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Affidavit of Service - MacDonald Properties LTD</i>
01/14/2015	 Affidavit of Service Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Affidavit of Service - Richard MacDonald</i>
01/14/2015	 Affidavit of Service Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Affidavit of Service - Richard MacDonald</i>
01/15/2015	 Affidavit of Service Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Affidavit of Service - Matthew Lubawy MAI</i>
01/15/2015	 Affidavit of Service Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Affidavit of Service - Realty One Group Inc</i>
01/15/2015	 Affidavit of Service Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Affidavit of Service - Chicago Title of Nevada</i>
01/16/2015	 Affidavit of Service Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Affidavit of Service - Paul Bykowski</i>
01/16/2015	 Affidavit of Service Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Affidavit of Service - Foothills at MacDonald Ranch Master Association</i>
01/16/2015	 Affidavit of Service Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Affidavit of Service - Foothill Partners</i>
01/20/2015	 Motion for Protective Order Filed By: Defendant Bank of America <i>Motion For Protective Order re: Deposition of Rule 30(B)(6) Witness, and For Attorneys' Fees on Order Shortening Time</i>
01/21/2015	 Receipt of Copy Filed by: Defendant Bank of America <i>Receipt of Copy</i>

CASE SUMMARY  
**CASE SUMMARY**  
**CASE NO. A-13-689113-C**

01/22/2015	 Receipt of Copy Filed by: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Receipt of Copy</i>
01/22/2015	 Receipt of Copy Filed by: Defendant Bank of America <i>Receipt of Copy</i>
01/23/2015	 Opposition to Motion For Protective Order Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Opposition to Motion for Protective Order</i>
01/27/2015	 Answer to Amended Complaint Filed By: Counter Claimant Malek, Shahin Shane <i>Answer To Amended Complaint And Counterclaim</i>
01/28/2015	 Reply in Support Filed By: Defendant Bank of America <i>Reply in Support of Motion For Protective Order Re: Deposition of Rule 30(B)(6) Witness, and for Attorneys' Fees on Order Shortening Time</i>
01/30/2015	 <b>Motion for Protective Order</b> (9:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Bank of America, N.A.'s Motion For Protective Order re: Deposition of Rule 30(B)(6) Witness, and For Attorneys' Fees on OST</i> <i>Parties Present: Attorney Hanks, Karen</i> <i>Attorney Rulis, Nathanael R., ESQ</i> <i>Attorney Winslow, Natalie L</i> <i>Attorney DeVoy, James M.</i>
02/02/2015	 Answer to Amended Complaint Filed By: Defendant MacDonald Highlands Realty LLC <i>Defendants MacDonald Highlands Realty, LLC and Michael Doiron's Answer to Plaintiff's Amended Complaint</i>
02/03/2015	 Affidavit Filed By: Defendant MacDonald Properties Ltd <i>Notice of Filing Affidavit of Service of Notice of Taking Deposition of 30(b)(6) PMK - city of Henderson</i>
02/11/2015	 Motion to Dismiss Filed By: Defendant FHP Ventures <i>Defendant FHP Ventures's Motion to Dismiss Amended Complaint</i>
02/12/2015	 Initial Appearance Fee Disclosure Filed By: Defendant FHP Ventures <i>Initial Appearance Disclosure Statement</i>
02/26/2015	<b>CANCELED Pretrial/Calendar Call</b> (9:00 AM) (Judicial Officer: Cory, Kenneth) <i>Vacated - per Commissioner</i>
03/04/2015	 Opposition to Motion to Dismiss Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Plaintiff's Opposition to Motion to Dismiss</i>
03/06/2015	<b>CANCELED Status Check: Compliance</b> (11:00 AM) (Judicial Officer: Bulla, Bonnie)

CASE SUMMARY  
**CASE SUMMARY**  
**CASE NO. A-13-689113-C**

	<i>Vacated - per Commissioner</i>
03/16/2015	<b>CANCELED Jury Trial</b> (10:00 AM) (Judicial Officer: Cory, Kenneth) <i>Vacated - per Commissioner</i>
03/18/2015	 Discovery Commissioners Report and Recommendations Filed By: Defendant Bank of America <i>Discovery Commissioner's Report and Recommendations</i>
04/01/2015	 Reply in Support Filed By: Defendant FHP Ventures <i>Defendant FHP Ventures' Reply In Support Of Motion To Dismiss</i>
04/08/2015	 <b>Motion to Dismiss</b> (9:00 AM) (Judicial Officer: Cory, Kenneth) <i>Defendant FHP Ventures's Motion to Dismiss Amended Complaint</i> <i>Parties Present: Attorney Hanks, Karen</i> <i>Attorney Shevorski, Steven G.</i> <i>Attorney Gunnerson, Spencer</i> <i>Attorney Chavez, Sarah M, ESQ</i>
04/13/2015	 Transcript of Proceedings <i>Transcript Re: Defendant FHP Ventures' Motion to Dismiss Amended Complaint 04-08-15</i>
04/16/2015	 Appendix Filed By: Defendant MacDonald Highlands Realty LLC <i>Appendix Of Exhibits To Motion For Summary Judgment</i>
04/16/2015	 Motion for Summary Judgment Filed By: Counter Claimant Malek, Shahin Shane <i>Defendant Shahin Shane Malek's Motion for Summary Judgment</i>
04/16/2015	 Statement Filed by: Counter Claimant Malek, Shahin Shane <i>Defendant Shahin Shane Malek's Statement of Undisputed Material Facts in Support of Motion for Summary Judgment</i>
04/16/2015	 Motion for Summary Judgment Filed By: Defendant MacDonald Highlands Realty LLC <i>Motion For Summary Judgment</i>
04/16/2015	 Motion for Summary Judgment Filed By: Counter Defendant Fredric and Barbara Rosenberg Trust <i>Plaintiff's Motion for Summary Judgment against Defendant Shahin Shane Malek</i>
04/22/2015	 Notice of Voluntary Dismissal Without Prejudice Filed by: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Notice of Voluntary Dismissal of Paul Bykowski and the Foothills at MacDonald Ranch Master Association</i>
04/22/2015	<b>Dismissal Pursuant to NRCP 41</b> (Judicial Officer: Cory, Kenneth) Debtors: Paul Bykowski (Defendant), Foothills at MacDonald Ranch Master Association (Defendant) Creditors: Frederic and Barbara Rosenberg Living Trust (Plaintiff) Judgment: 04/22/2015, Docketed: 04/29/2015

CASE SUMMARY  
**CASE SUMMARY**  
**CASE NO. A-13-689113-C**

05/04/2015	 Opposition to Motion Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Plaintiff's Opposition to Defendant MacDonald Realty, Michael Dorion and FHP Ventures' Motion for Summary Judgment</i>
05/04/2015	 Response Filed by: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Response to Malek's Statement of Undisputed Facts</i>
05/04/2015	 Opposition to Motion Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Plaintiff's Opposition to Defendant Malek's Motion for Summary Judgment</i>
05/05/2015	 Opposition to Motion For Summary Judgment Filed By: Counter Claimant Malek, Shahin Shane <i>Defendant Shahin Shane Malek's Opposition to Plaintiff's / Counterclaim Defendant's Motion for Summary Judgment</i>
05/07/2015	<b>CANCELED Pretrial/Calendar Call</b> (9:00 AM) (Judicial Officer: Cory, Kenneth) <i>Vacated</i>
05/11/2015	 Errata Filed By: Defendant MacDonald Highlands Realty LLC <i>Errata To Motion For Summary Judgment</i>
05/11/2015	 Reply to Opposition Filed by: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Plaintiff's Reply to Malek's Opposition to Motion for Summary Judgment</i>
05/12/2015	 Reply in Support Filed By: Defendant MacDonald Highlands Realty LLC <i>Reply In Support Of MacDonald Realty, Michael Doiron And FHP Ventures' Motion For Summary Judgment</i>
05/12/2015	 Order Denying Motion Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Order Denying FHP Ventures' Motion to Dismiss Amended Complaint</i>
05/12/2015	 Notice of Entry of Order Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Notice of Entry of Order Denying FHP Ventures' Motion to Dismiss Amended Complaint</i>
05/12/2015	 Reply to Opposition Filed by: Counter Claimant Malek, Shahin Shane <i>Reply to Plaintiff's Opposition to Defendant Malek's Motion for Summary Judgment</i>
05/14/2015	 Default Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust Default Prty: Defendant Foothills Partners <i>(Set Aside 5/21/15) Default Against The Foothills Partners</i>
05/18/2015	 <b>Minute Order</b> (9:00 AM) (Judicial Officer: Cory, Kenneth)
05/21/2015	 Notice of Entry of Stipulation and Order

CASE SUMMARY  
**CASE SUMMARY**  
**CASE NO. A-13-689113-C**

Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust  
*Notice of Entry of Stipulation and Order to Set Aside Default Against The Foothills Partners*

05/21/2015



Stipulation and Order

Filed by: Plaintiff Frederic and Barbara Rosenberg Living Trust  
*Stipulation and Order to Set Aside Default Against the Foothills Partners*

05/26/2015

**CANCELED Jury Trial** (10:00 AM) (Judicial Officer: Cory, Kenneth)  
*Vacated*

06/03/2015



Motion to Amend Complaint

Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust  
*Motion to Amend Complaint to Conform to Evidence*

06/10/2015



**Status Check: Reset Trial Date** (9:00 AM) (Judicial Officer: Cory, Kenneth)  
**06/10/2015, 07/15/2015, 07/29/2015**  
*Status Check: Reset Trial Date*

*Parties Present: Attorney Gilbert, Jacqueline*  
*Attorney Hanks, Karen*  
*Attorney Jones, Jon Randall*  
*Attorney Gunnerson, Spencer*  
*Attorney Rezaee, Preston P, ESQ*  
*Attorney Panoff, Jesse N*  
*Attorney DeVoy, James M.*  
*Attorney Barishman, Melissa*  
*Attorney Habdas, William S.*  
*Attorney Hanks, Karen*  
*Attorney Shevorski, Steven G.*  
*Attorney Carter, Matthew S.*  
*Attorney DeVoy, James M.*

06/10/2015

**Motion for Summary Judgment** (9:00 AM) (Judicial Officer: Cory, Kenneth)  
*Plaintiff's Motion for Summary Judgment against Defendant Shahin Shane Malek*  
*Parties Present: Attorney Gilbert, Jacqueline*  
*Attorney Hanks, Karen*  
*Attorney Jones, Jon Randall*  
*Attorney Gunnerson, Spencer*  
*Attorney Rezaee, Preston P, ESQ*  
*Attorney Panoff, Jesse N*  
*Attorney DeVoy, James M.*  
*Attorney Barishman, Melissa*  
*Attorney Habdas, William S.*

06/10/2015

**Motion for Summary Judgment** (9:00 AM) (Judicial Officer: Cory, Kenneth)  
**06/10/2015, 06/29/2015**  
*Defendants' MacDonald Highlands, Michael Doiron and FHP Ventures' Motion for Summary Judgment*












06/10/2015

**Motion for Summary Judgment** (9:00 AM) (Judicial Officer: Cory, Kenneth)  
**06/10/2015, 06/29/2015**  
*Defendant Shahin Shane Malek's Motion for Summary Judgment*  
*Parties Present: Attorney Gilbert, Jacqueline*  
*Attorney Hanks, Karen*  
*Attorney Jones, Jon Randall*  
*Attorney Gunnerson, Spencer*  
*Attorney Rezaee, Preston P, ESQ*  
*Attorney Panoff, Jesse N*  
*Attorney DeVoy, James M.*  
*Attorney Barishman, Melissa*  
*Attorney Habdas, William S.*

CASE SUMMARY  
**CASE SUMMARY**  
**CASE NO. A-13-689113-C**

06/10/2015	 <b>All Pending Motions</b> (9:00 AM) (Judicial Officer: Cory, Kenneth) <i>Parties Present: Attorney Gilbert, Jacqueline Attorney Hanks, Karen Attorney Jones, Jon Randall Attorney Gunnerson, Spencer Attorney Rezaee, Preston P, ESQ Attorney Panoff, Jesse N Attorney DeVoy, James M. Attorney Barishman, Melissa Attorney Habdas, William S.</i>
06/19/2015	 Opposition and Countermotion <i>Filed By: Defendant Bank of America Bank Of America, N.A.'s Opposition to Plaintiff's Motion to Amend Complaint to Conform to Evidence and Countermotion for Dismissal Based on NRS 38.310(2)</i>
06/22/2015	 Opposition to Motion <i>Filed By: Defendant MacDonald Properties Ltd Opposition to Motion to Amend Complaint to Conform to Evidence</i>
06/22/2015	 Appendix <i>Filed By: Defendant MacDonald Highlands Realty LLC Appendix Of Exhibits To Opposition To Motion To Amend Complaint To Conform To Evidence</i>
06/22/2015	 Opposition to Motion <i>Filed By: Counter Claimant Malek, Shahin Shane Defendant Shahin Shane Malek's Opposition to Plaintiff's Motion to Amend Complaint to Conform on Evidence</i>
06/29/2015	 <b>All Pending Motions</b> (3:00 AM) (Judicial Officer: Cory, Kenneth) <i>Defendants' MacDonald Highlands, Michael Doiron and FHP Ventures' Motion for Summary Judgment...Defendant Shahin Shane Malek's Motion for Summary Judgment</i>
06/29/2015	 Reply to Opposition <i>Filed by: Plaintiff Frederic and Barbara Rosenberg Living Trust Reply to Bank of America, N.A.'s Opposition to Motion Amend Complaint to Conform to Evidence</i>
06/29/2015	 Reply to Opposition <i>Filed by: Plaintiff Frederic and Barbara Rosenberg Living Trust Reply to Opposition to Motion to Amend Complaint to Conform to Evidence</i>
06/29/2015	 Reply to Opposition <i>Filed by: Plaintiff Frederic and Barbara Rosenberg Living Trust Reply to Shahin Shane Malek's Opposition to Motion to Amend Complaint to Conform to Evidence</i>
07/02/2015	 Transcript of Proceedings <i>Status Check: Reset Trial Date Counter Defendant's Motion for Summary Judgment Defendant Shahin Shane Malek's Motion for Summary Judgment Plaintiff's Motion for Summary Judgment Against Defendant Shahin Shane Malek 06-10-15</i>
07/06/2015	 <b>Motion to Amend Complaint</b> (3:00 AM) (Judicial Officer: Cory, Kenneth) <i>Plaintiff's Motion to Amend Complaint to Conform to Evidence</i>

CASE SUMMARY  
**CASE SUMMARY**  
**CASE NO. A-13-689113-C**










07/23/2015	 Order Denying Motion Filed By: Counter Claimant Malek, Shahin Shane <i>Order Denying Plaintiff/ Counterclaim Defendant's Motion for Summary Judgment</i>
07/28/2015	 Answer to Amended Complaint Filed By: Defendant Bank of America <i>Bank of America NA's Answer to First Amended Complaint</i>
08/03/2015	 Transcript of Proceedings <i>Recorder's Transcript Re: Status Check: Reset Trial Date 07-15-15</i>
08/04/2015	 Notice of Entry Filed By: Counter Claimant Malek, Shahin Shane <i>Notice of Entry of Order</i>
08/13/2015	 Findings of Fact, Conclusions of Law and Judgment Filed by: Defendant MacDonald Highlands Realty LLC <i>Findings Of Fact, Conclusions Of Law, And Judgment Regarding Defendants MacDonald Highlands Realty, LLC, Michael Doiron, And FHP Ventures' Motion For Summary Judgment</i>
08/13/2015	 Order Filed By: Counter Claimant Malek, Shahin Shane <i>[Proposed] Order, Findings of Fact and Conclusions of Law, and Judgment on Defendant / Counterclaimant Shahin Shane Malek's Motion for Summary Judgment</i>
08/13/2015	 Notice of Entry of Findings of Fact, Conclusions of Law Filed By: Defendant MacDonald Highlands Realty LLC <i>Notice of Entry of Findings of Fact, Conclusions of Law and Judgment</i>
08/13/2015	<b>Summary Judgment</b> (Judicial Officer: Cory, Kenneth) Debtors: Frederic and Barbara Rosenberg Living Trust (Plaintiff) Creditors: MacDonald Highlands Realty LLC (Defendant), Michael Doiron (Defendant), FHP Ventures (Defendant) Judgment: 08/13/2015, Docketed: 08/20/2015
08/13/2015	<b>Partial Summary Judgment</b> (Judicial Officer: Cory, Kenneth) Debtors: Frederic and Barbara Rosenberg Living Trust (Plaintiff) Creditors: Shahin Shane Malek (Defendant) Judgment: 08/13/2015, Docketed: 08/20/2015
08/18/2015	 Memorandum of Costs and Disbursements Filed By: Defendant MacDonald Highlands Realty LLC <i>Verified Memorandum Of Costs And Disbursements</i>
08/18/2015	 Appendix Filed By: Defendant MacDonald Highlands Realty LLC <i>Appendix of Exhibits to Verified Memorandum of Costs and Disbursements</i>
08/19/2015	 Motion Filed By: Defendant MacDonald Highlands Realty LLC <i>Motion For Certification Pursuant To NRCP 54(b)</i>
08/20/2015	 Notice of Entry Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Notice of Entry of Order</i>







CASE SUMMARY  
**CASE SUMMARY**  
**CASE NO. A-13-689113-C**

08/21/2015	 Motion to Retax Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Plaintiff's Motion to Retax and Settle Memorandum of Costs and Disbursements</i>
09/02/2015	 Motion for Attorney Fees and Costs Filed By: Defendant MacDonald Highlands Realty LLC <i>Motion For Attorney's Fees And Costs</i>
09/09/2015	 Memorandum of Costs and Disbursements Filed By: Defendant Bank of America <i>Verified Memorandum of Costs and Disbursements</i>
09/09/2015	 Motion for Attorney Fees and Costs Filed By: Counter Claimant Malek, Shahin Shane <i>Defendant Shahin Shane Malek's Motion for Attorneys' Fees and Costs</i>
09/14/2015	 Motion to Retax Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Plaintiff's Motion to Retax and Settle Memorandum of Costs and Disbursements</i>
09/21/2015	<b>Motion</b> (3:00 AM) (Judicial Officer: Cory, Kenneth) <i>Defendant MacDonald Highlands Realty LLC's Motion For Certification Pursuant To NRC P 54(b)</i>
09/21/2015	<b>CANCELED Motion to Retax</b> (3:00 AM) (Judicial Officer: Cory, Kenneth) <i>Vacated</i> <i>Plaintiff's Motion to Retax and Settle Memorandum of Costs and Disbursements</i>
09/21/2015	 <b>All Pending Motions</b> (3:00 AM) (Judicial Officer: Cory, Kenneth) <i>DEFENDANT MACDONALD HIGHLANDS REALTY LLC'S MOTION FOR CERTIFICATION PURSUANT TO NRC P 54(B)...PLAINTIFF'S MOTION TO RETAX AND SETTLE MEMORANDUM OF COSTS AND DISBURSEMENTS</i>
09/21/2015	 Opposition to Motion Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Plaintiff's Opposition To Motion For Attorney's Fees And Costs</i>
10/02/2015	 Opposition to Motion Filed By: Counter Claimant Malek, Shahin Shane <i>Defendant Shahin Shane Malek's Opposition to Plaintiff's Motion to Retax Costs</i>
10/05/2015	 Reply in Support Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Reply In Support Of Motion For Attorney's Fees And Costs</i>
10/14/2015	 Notice of Hearing Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Request for Hearing on Motions for Attorneys Fees and Costs</i>
10/22/2015	 <b>Motion for Attorney Fees and Costs</b> (1:30 PM) (Judicial Officer: Cory, Kenneth) <b>10/22/2015, 12/01/2015</b> <i>Defendant Shahin Malek's Motion for Attorney Fees and Costs</i> <i>Parties Present: Attorney DeVoy, James M.</i>

CASE SUMMARY  
**CASE SUMMARY**  
**CASE NO. A-13-689113-C**

10/22/2015	 <b>Motion for Attorney Fees and Costs</b> (1:30 PM) (Judicial Officer: Cory, Kenneth) <b>10/22/2015, 11/09/2015</b> <i>Defendant MacDonald Highland Realty, LLC and FHP Ventures Motion for Attorneys' Fees and Costs</i>
10/22/2015	<b>Motion to Retax</b> (1:30 PM) (Judicial Officer: Cory, Kenneth) <i>Plaintiff's Motion to Retax and Settle Memorandum of Costs and Disbursements</i>
10/22/2015	 <b>All Pending Motions</b> (1:30 PM) (Judicial Officer: Cory, Kenneth) <i>DEFENDANT SHAHIN MALEK'S MOTION FOR ATTORNEY FEES AND COSTS...DEFENDANT MACDONALD HIGHLAND REALTY, LLC AND FHP VENTURES MOTION FOR ATTORNEYS' FEES AND COSTS...PLAINTIFF'S MOTION TO RETAX AND SETTLE MEMORANDUM OF COSTS AND DISBURSEMENTS</i> <i>Parties Present: Attorney Gilbert, Jacqueline</i> <i>Attorney Hanks, Karen</i> <i>Attorney Carter, Matthew S.</i> <i>Attorney DeVoy, James M.</i>
10/23/2015	 <b>Opposition to Motion</b> <i>Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust</i> <i>Plaintiff's Opposition to Defendant Malek's Motion for Attorney's Fees and Costs</i>
11/10/2015	 <b>Notice of Entry of Order</b> <i>Filed By: Defendant MacDonald Properties Ltd</i> <i>Notice Of Entry Of Order Granting Defendants' Motion For Certification Pursuant To NRCP 54(b)</i>
11/10/2015	 <b>Notice of Entry of Order</b> <i>Filed By: Defendant MacDonald Properties Ltd</i> <i>Notice Of Entry Of Order (1) Granting Motion For Attorney Fees And Costs And (2) Granting Motion To Re-Tax Costs</i>
11/10/2015	 <b>Order Granting Motion</b> <i>Filed By: Defendant MacDonald Highlands Realty LLC</i> <i>Order Granting Defendants' Motion For Certification Pursuant To NRCP 54(b)</i>
11/10/2015	 <b>Order Granting Motion</b> <i>Filed By: Defendant MacDonald Highlands Realty LLC</i> <i>Order (1) Granting Motion For Attorney Fees And Costs And (2) Granting Motion To Re-Tax Costs</i>
11/10/2015	<b>Judgment</b> (Judicial Officer: Cory, Kenneth) <i>Debtors: Frederic and Barbara Rosenberg Living Trust (Plaintiff)</i> <i>Creditors: MacDonald Highlands Realty LLC (Defendant), Michael Doiron (Defendant), Foothills Partners (Defendant), FHP Ventures (Defendant)</i> <i>Judgment: 11/10/2015, Docketed: 11/17/2015</i> <i>Total Judgment: 141,043.24</i>
11/19/2015	 <b>Reply in Support</b> <i>Filed By: Counter Claimant Malek, Shahin Shane</i> <i>Defendant Shahin Shane Malek's Reply in Support of Motion for Attorneys' Fees and Costs</i>
12/09/2015	 <b>Notice of Appeal</b> <i>Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust</i> <i>Notice of Appeal</i>
12/09/2015	

CASE SUMMARY  
**CASE SUMMARY**  
**CASE NO. A-13-689113-C**

	 Case Appeal Statement Filed By: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Case Appeal Statement</i>	
12/09/2015	<b>Status Check</b> (9:00 AM) (Judicial Officer: Cory, Kenneth) <i>Status Check: Status of Case. All Counsel must be present.</i>	
12/10/2015	 Stipulation and Order Filed by: Plaintiff Frederic and Barbara Rosenberg Living Trust <i>Stipulation and Order for Stay Pending Appeal</i>	
12/11/2015	 Case Appeal Statement Filed By: Defendant MacDonald Highlands Realty LLC <i>Case Appeal Statement</i>	
12/11/2015	 Notice of Appeal Filed By: Defendant MacDonald Highlands Realty LLC <i>Defendants MacDonald Highlands Realty, LLC, Michael Doiron And FHP Ventures Notice Of Cross-Appeal</i>	
06/09/2016	<b>Pre Trial Conference</b> (9:00 AM) (Judicial Officer: Cory, Kenneth)	
06/27/2016	<b>Jury Trial</b> (10:00 AM) (Judicial Officer: Cory, Kenneth)	
DATE	FINANCIAL INFORMATION	

<b>Defendant</b> Dragonridge Golf Club Inc	
Total Charges	30.00
Total Payments and Credits	30.00
<b>Balance Due as of 12/11/2015</b>	<b>0.00</b>
<b>Defendant</b> Dragonridge Properties LLC	
Total Charges	444.00
Total Payments and Credits	444.00
<b>Balance Due as of 12/11/2015</b>	<b>0.00</b>
<b>Defendant</b> MacDonald Properties Ltd	
Total Charges	44.00
Total Payments and Credits	44.00
<b>Balance Due as of 12/11/2015</b>	<b>0.00</b>
<b>Counter Defendant</b> Fredric and Barbara Rosenberg Trust	
Total Charges	200.00
Total Payments and Credits	200.00
<b>Balance Due as of 12/11/2015</b>	<b>0.00</b>
<b>Defendant</b> BAC Home Loans Servicing LP	
Total Charges	30.00
Total Payments and Credits	30.00
<b>Balance Due as of 12/11/2015</b>	<b>0.00</b>
<b>Defendant</b> Bank of America	
Total Charges	423.00
Total Payments and Credits	423.00
<b>Balance Due as of 12/11/2015</b>	<b>0.00</b>
<b>Defendant</b> Doiron, Michael	
Total Charges	30.00
Total Payments and Credits	30.00
<b>Balance Due as of 12/11/2015</b>	<b>0.00</b>
<b>Defendant</b> FHP Ventures	

CASE SUMMARY  
**CASE SUMMARY**  
**CASE NO. A-13-689113-C**

Total Charges	233.50
Total Payments and Credits	233.50
<b>Balance Due as of 12/11/2015</b>	<b>0.00</b>
 <b>Defendant</b> MacDonald Highlands Realty LLC	
Total Charges	293.00
Total Payments and Credits	293.00
<b>Balance Due as of 12/11/2015</b>	<b>0.00</b>
 <b>Counter Claimant</b> Malek, Shahin Shane	
Total Charges	423.00
Total Payments and Credits	423.00
<b>Balance Due as of 12/11/2015</b>	<b>0.00</b>
 <b>Plaintiff</b> Frederic and Barbara Rosenberg Living Trust	
Total Charges	302.50
Total Payments and Credits	302.50
<b>Balance Due as of 12/11/2015</b>	<b>0.00</b>

## CIVIL COVER SHEET

A - 13 - 689113 - C

- Clark County, Nevada

Case No.

(Assigned by Clerk's Office)

**I. Party Information**

Plaintiff(s) (name/address/phone): THE FREDRIC AND BARBARA ROSENBERG LIVING TRUST

Defendant(s) (name/address/phone): BANK OF AMERICA, N.A.; BAC HOME LOANS SERVING, LP et al.

Attorney (name/address/phone): Lisa J. Zastrow, Kaempfer Crowll, NSB 9727 -- 8345 W. Sunset Rd., Ste. 250, Las Vegas, NV 89113

Attorney (name/address/phone): n/a

**II. Nature of Controversy** (Please check applicable bold category and applicable subcategory, if appropriate)☐ Arbitration Requested**Civil Cases**

Real Property	Torts	
<input type="checkbox"/> <b>Landlord/Tenant</b> <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> <b>Title to Property</b> <input type="checkbox"/> Foreclosure <input type="checkbox"/> Liens <input type="checkbox"/> Quiet Title <input type="checkbox"/> Specific Performance <input type="checkbox"/> <b>Condemnation/Eminent Domain</b> <input type="checkbox"/> <b>Other Real Property</b> <input type="checkbox"/> Partition <input type="checkbox"/> Planning/Zoning	<input type="checkbox"/> <b>Negligence</b> <input type="checkbox"/> Negligence – Auto <input type="checkbox"/> Negligence – Medical/Dental <input type="checkbox"/> Negligence – Premises Liability (Slip/Fall) <input type="checkbox"/> Negligence – Other	<input type="checkbox"/> <b>Product Liability</b> <input type="checkbox"/> Product Liability/Motor Vehicle <input type="checkbox"/> Other Torts/Product Liability <input type="checkbox"/> <b>Intentional Misconduct</b> <input type="checkbox"/> Torts/Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights <input type="checkbox"/> <b>Employment Torts</b> (Wrongful termination) <input checked="" type="checkbox"/> <b>Other Torts</b> <input type="checkbox"/> Anti-trust <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Insurance <input type="checkbox"/> Legal Tort <input type="checkbox"/> Unfair Competition
<input type="checkbox"/> <b>Probate</b> Estimated Estate Value: _____ <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside Estates <input type="checkbox"/> Trust/Conservatorships <input type="checkbox"/> Individual Trustee <input type="checkbox"/> Corporate Trustee <input type="checkbox"/> Other Probate	<input type="checkbox"/> <b>Other Civil Filing Types</b> <input type="checkbox"/> Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> General <input checked="" type="checkbox"/> <b>Breach of Contract</b> <input type="checkbox"/> Building & Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input checked="" type="checkbox"/> Other Contracts/Acct/Judgment <input type="checkbox"/> Collection of Actions <input type="checkbox"/> Employment Contract <input type="checkbox"/> Guarantee <input type="checkbox"/> Sale Contract <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Civil Petition for Judicial Review <input type="checkbox"/> Foreclosure Mediation <input type="checkbox"/> Other Administrative Law <input type="checkbox"/> Department of Motor Vehicles <input type="checkbox"/> Worker's Compensation Appeal	

**III. Business Court Requested** (Please check applicable category; for Clark or Washoe Counties only.)

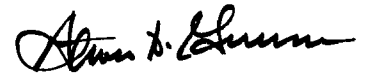
- |   |  |   |
|---|--|---|
| <input type="checkbox"/> NRS Chapters 78-88   | <input type="checkbox"/> Investments (NRS 104 Art. 8)        | <input type="checkbox"/> Enhanced Case Mgmt/Business  |
| <input type="checkbox"/> Commodities (NRS 90) | <input type="checkbox"/> Deceptive Trade Practices (NRS 598) | <input type="checkbox"/> Other Business Court Matters |
| <input type="checkbox"/> Securities (NRS 90)  | <input type="checkbox"/> Trademarks (NRS 600A)               |   |

9-23-13

Date

Signature of initiating party or representative

See other side for family-related case filings.



CLERK OF THE COURT

J. RANDALL JONES, ESQ. (#1927)  
r.jones@kempjones.com  
SPENCER H. GUNNERSON, ESQ. (#8810)  
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Telephone: (702) 385-6000  
Facsimile: (702) 385-6001  
*Attorneys for Defendants*  
*MacDonald Highlands Realty, LLC,*  
*Michael Doiron and FHP Ventures,*  
*A Nevada Limited Partnership*

DISTRICT COURT

CLARK COUNTY, NEVADA

THE FREDRIC AND BARBARA  
ROSENBERG LIVING TRUST,

Plaintiff,

vs.

BANK OF AMERICA, N.A.; BAC HOME  
LOANS SERVICING, LP, a foreign  
limited partnership; MACDONALD  
HIGHLANDS REALTY, LLC, a Nevada  
limited liability company; MICHAEL  
DOIRON, an individual; SHAHIN SHANE  
MALEK, an individual; PAUL BYKOWSKI,  
an individual; THE FOOTHILLS AT  
MACDONALD RANCH MASTER  
ASSOCIATION, a Nevada limited liability  
company; THE  
FOOTHILLS PARTNERS, a Nevada  
limited partnership; DOES I through X,  
inclusive; ROE CORPORATIONS I  
through X, inclusive,  
  
Defendants.

Case No.: A-13-689113-C  
Dept. No.: I

**FINDINGS OF FACT, CONCLUSIONS  
OF LAW, AND JUDGMENT  
REGARDING DEFENDANTS  
MACDONALD HIGHLANDS REALTY,  
LLC, MICHAEL DOIRON, AND FHP  
VENTURES' MOTION FOR  
SUMMARY JUDGMENT**

On June 10, 2015 at 9:00 a.m., this Court heard argument on the Motion for Summary  
Judgment ("MSJ") of MacDonald Highlands Realty, LLC ("MHR"), Michael Doiron

1 (“Doiron”) and FHP Ventures, wrongfully named as The Foothills Partners (“FHP”)  
2 (collectively referred to herein as the “Moving Defendants”). Attending the hearing were Karen  
3 Hanks, Esq., Jacqueline Gilbert, Esq., Melissa Barishman, Esq., and Jesse Panoff, Esq. on  
4 behalf of the Plaintiff; Jay DeVoy, Esq. and Preston Rezaee, Esq. on behalf of Defendant  
5 Shahin Shane Malek; J. Randall Jones, Esq. and Spencer H. Gunnerson, Esq. on behalf of  
6 Moving Defendants; and William Habdas, Esq. on behalf of Defendant Bank of America, N.A.  
7 and BAC Home Loans Servicing, LP. The Court having heard oral argument and having  
8 reviewed all papers and pleadings on file in this matter makes the following findings of fact,  
9 conclusions of law and judgment.

10 I.

11 FINDINGS OF FACT

12 1. On February 20, 2013, Barbara Rosenberg sent a letter of intent to Defendant  
13 Bank of America’s asset manager in Connecticut, Elena Escobar, regarding the purchase of 590  
14 Lairmont Place in Henderson, Nevada (the “subject property”). See Exhibit A to the MSJ, at  
15 41:14-43:1 and Letter of Intent and associated documents, attached to the MSJ as Exhibit B.  
16 Barbara Rosenberg confirmed in her deposition that Exhibit B is a copy of the letter of intent  
17 she sent. Exhibit A to the MSJ at 43:21-44:4.

18 2. The letter of intent, which was signed by Barbara’s son David Rosenberg and his  
19 wife, offered the following term:

20 **It is Buyer’s obligation to conduct all necessary studies,**  
21 **including but not limited to** environmental, construction, market  
22 feasibility, title, **zoning** & CC&R’s. [sic] Buyer shall purchase the  
property “As-Is” and “Where-Is” and “With All Faults.”

23 Exhibit B to the MSJ at 2, ¶ 15 (emphasis added).

24 3. Six days later, Ms. Rosenberg was told that she would have to wait to purchase  
25 the property while the seller completed its due diligence and marketing preparations. See E-  
26 mail from Kelli Barrington dated February 26, 2013, attached to the MSJ as Exhibit C.

1           4.       Ms. Rosenberg continued to inquire regarding the subject property into March of  
2 2013. See E-mail from Barbara Rosenberg dated March 6, 2013, attached to the MSJ as Exhibit  
3 D, and e-mail from Kelli Barrington dated March 7, 2013, attached to the MSJ as Exhibit E.

4           5.       Shortly thereafter, on March 13, 2013, Ms. Rosenberg and her husband gave  
5 their highest and best offer to purchase the subject property. See E-mail from Siobhan McGill  
6 dated March 13, 2013, attached to the MSJ as Exhibit F.

7           6.       As part of the Rosenbergs' offer to purchase the property, their real estate agent  
8 again underscored the fact that "they [the Rosenbergs] will take property AS-IS." See id.  
9 (emphasis original).

10          7.       Also on March 13, 2013, Barbara and Frederic Rosenberg both signed a written  
11 offer to purchase the subject property under the terms of an attached Residential Purchase  
12 Agreement, attached to the MSJ as Exhibit G, at BANA 1-11 (the "Purchase Agreement").  
13 That offer was accepted by Bank of America on March 21, 2013, see id. at BANA 11, and  
14 subject to four separate addenda. See id. at BANA 12-13. See also Real Estate Purchase  
15 Addendum, attached to the MSJ as Exhibit H, at MHR 105-119.

16          8.       Both Barbara and Frederic Rosenberg reviewed the Purchase Agreement in detail  
17 before they signed it. Exhibit A to the MSJ at 89:1-17.

18          9.       Barbara Rosenberg testified that she and her husband could have tried to amend  
19 any of the terms of the Purchase Agreement and chose not to. See id. at 90:2-11.

20          10.       The Purchase Agreement contained a waiver of the Rosenbergs' right to perform  
21 a survey and determine the boundary lines surrounding their property. Exhibit G to the MSJ at  
22 BANA 4, ¶ 7(C).

23          11.       Paragraph 12(A) of the Purchase Agreement provided Plaintiff with a 12-day due  
24 diligence period in which to inspect the subject property. Id. at BANA 6.

25          12.       The due diligence required of Plaintiff under the Purchase Agreement was as  
26 follows:

27                   **During the Due Diligence Period, Buyer shall take such action**  
28                   **as Buyer deems necessary to determine whether the Property**



1 is satisfactory to Buyer including, but not limited to, whether  
2 the Property is insured to Buyer's satisfaction, **whether there are**  
3 **unsatisfactory conditions surrounding or otherwise affecting**  
4 **the Property** (such as location of flood zones, airport noise,  
5 noxious fumes or odors, environmental substances or hazards,  
6 **whether the Property is properly zoned**, locality to freeways,  
7 railroads, places of worship, schools, etc.) **or any other concerns**  
8 **Buyer may have related to the Property. . . . Buyer is advised**  
9 **to consult with appropriate professionals regarding**  
10 **neighborhood or property conditions, including but not**  
11 **limited to:** schools, proximity and adequacy of law enforcement;  
12 proximity to commercial, industrial, or agricultural activities;  
13 crime statistics, fire protection; other governmental services;  
14 existing and proposed transportation; **construction and**  
15 **development**; noise or odor from any source; and **other**  
16 **nuisances, hazards, or circumstances.**

17 Id. at BANA 6, ¶ 12(b) (emphasis added).

18 13. Paragraph 22 of the Purchase Agreement constituted a waiver of claims against  
19 all Brokers and their agents:

20 **Buyer and Seller agree that they are not relying upon any**  
21 **representations made by Brokers or Broker's [sic] agent.**  
22 **Buyer acknowledges that at COE, the Property will be sold**  
23 **AS-IS, WHERE-IS without any representations or**  
24 **warranties, unless expressly stated herein. . . .**

25 Buyer acknowledges that any statements of acreage or square  
26 footage by brokers are simply estimates, and Buyer agrees to  
27 make such measurements, as Buyer deems necessary, to ascertain  
28 actual acreage or square footage. **Buyer waives all claims**  
29 **against Brokers or their agents for (a) defects in the Property;**  
30 **(b) inaccurate estimates of acreage or square footage; (c)**  
31 **environmental waste or hazards on the Property; (d) the fact that**  
32 **the Property may be in a flood zone; (e) the Property's**  
33 **proximity to freeways, airports, or other nuisances; (f) the**  
34 **zoning of the Property; (g) tax consequences; or (h) factors**  
35 **related to Buyer's failure to conduct walk-throughs,**  
36 **inspections and research, as Buyer deems necessary. In any**  
37 **event, Broker's liability is limited, under any and all**  
38 **circumstances, to the amount of Broker's commission/fee**  
39 **received in this transaction.**

40 See id. at BANA 8-9, ¶ 22 (emphasis added).

41 14. Michael Doiron and MacDonald Highlands Realty are listed in the Purchase  
42 Agreement as the agent and broker for the seller in this transaction. See id. at BANA 11.

1           15.     The Real Estate Purchase Addendum executed by the Rosenbergs on March 15,  
2 2013, provides both a broad waiver of the Rosenbergs' claims against the seller and its agents,  
3 as well as a limitation of the Rosenbergs' remedies in any such claim:

4  
5                   **NOTWITHSTANDING ANY PROVISION TO THE**  
6                   **CONTRARY IN THE AGREEMENT, SELLER'S**  
7                   **LIABILITY AND BUYER'S SOLE AND EXCLUSIVE**  
8                   **REMEDY IN ALL CIRCUMSTANCES AND FOR ALL**  
9                   **CLAIMS (AS THE TERM IS DEFINED IN SECTION 26 OF**  
10                   **THIS ADDENDUM ...) ARISING OUT OF OR RELATING**  
11                   **IN ANY WAY TO THE AGREEMENT OR THE SALE OF**  
12                   **THE PROPERTY TO BUYER INCLUDING, BUT NOT**  
13                   **LIMITED TO ... THE CONDITION OF THE PROPERTY,**  
14                   **... THE SIZE, SQUARE FOOTAGE, BOUNDARIES, OR**  
15                   **LOCATION OF THE PROPERTY ... SHALL BE LIMITED**  
16                   **TO NO MORE THAN**

17                   **(A) A RETURN OF THE BUYER'S EARNEST MONEY**  
18                   **DEPOSIT IF THE SALE TO BUYER DOES NOT CLOSE;**

19                   **AND**

20                   **(B) THE LESSER OF BUYER'S ACTUAL DAMAGES OR**  
21                   **\$5,000.00 IF THE SALE TO BUYER CLOSSES.**

22 Exhibit H to the MSJ at MHR 105, ¶ 1 (emphasis original).

23           16. The Addendum further provided:

24                   **THE BUYER FURTHER WAIVES THE FOLLOWING, TO**  
25                   **THE FULLEST EXTENT PERMITTED BY THE LAW: ...**  
26                   **ANY CLAIMS ARISING OUT OF OR RELATING IN ANY**  
27                   **WAY TO ENCROACHMENTS, EASEMENTS,**  
28                   **BOUNDARIES, SHORTAGES IN AREAS OR ANY OTHER**  
                  **MATTER THAT WOULD BE DISCLOSED OR**  
                  **REVEALED BY A SURVEY OR INSPECTION OF THE**  
                  **PROPERTY OR SEARCH OF PUBLIC RECORDS.**

Id. at MHR 106-07(emphasis original).

17           17.     Barbara Rosenberg understood that if she did not agree to the terms of the Real  
18 Estate Purchase Addendum, the Rosenbergs would not have been allowed to purchase the  
19 subject property. Exhibit A to the MSJ at 108:3-17.

20           18.     Subsequent to executing the Residential Purchase Agreement and its addenda,  
21 the Rosenbergs had inquired through their real estate agent as to whether substantive changes  
22 could be made to the terms of the sale. In the words of their real estate agent, "The answer is an

1 emphatic NO!” See E-mail from Siobhan McGill dated March 27, 2013, attached to the MSJ as  
2 Exhibit I. The only change allowed was for Barbara and Frederic Rosenberg to place the  
3 property in the name of their trust, the Plaintiff in this matter. See Addendum No. 4, attached to  
4 the MSJ as Exhibit J.

5 19. During the purchase process, Defendant Michael Doiron, a MacDonald  
6 Highlands Realty employee, represented the seller, Bank of America. As part of her disclosures  
7 to the Rosenbergs, she gave them a document entitled “ZONING CLASSIFICATIONS AND  
8 LAND USE DISCLOSURE,” which the Rosenbergs received on April 13, 2013. See Exhibit K  
9 to the MSJ. After describing the zoning classifications and land use surrounding the property,  
10 the disclosure specifically stated:

11 This information is current and plotted as of **February**  
12 **2010.**

13 Master plan designation and zoning classifications, ordinances[,] and regulations adopted pursuant to the master are subject to  
14 change. You may obtain more current information regarding the  
15 zoning and master plan information from **The City of Henderson, Planning Department, 240 Water Street, Henderson, NV 89015, Te:: [sic] 565-2474.**

16 See id. (emphasis original).

17 20. The zoning change on what would become Defendant Malek’s property was  
18 recommended for approval on November 15, 2012. See City of Henderson Community  
19 Development Staff Report, attached to the MSJ as Exhibit Q. It was thereafter approved by the  
20 City and recorded on the City of Henderson’s zoning maps on January 24, 2013. See  
21 Deposition of Michael Tassi, attached to the MSJ as Exhibit O, at 27:17-28:11. The maps on  
22 the City’s website would have been updated in February of 2013. See id. at 30:6-15.

23 21. Paul Bykowski testified that Plaintiff’s home, like other homes in the  
24 neighborhood generally, is constructed to take advantage of the “primary views” because a  
25 “maximized” view would be impossible short of building a glass house. See Deposition  
26 Transcript of Paul Bykowski, attached to the MSJ as Exhibit S, at 123:11-127:1.

27 22. Independent of any building on Malek’s parcel, the subject property’s privacy  
28 was already compromised as a result of its being a golf course and near a walking path. See

Exhibit A, at 119:15-120:10 (in which Barbara Rosenberg admits it was possible for golfers on the course to look into the home, and that it was also possible for individuals on a nearby walking path to do so as well). See also Deposition Transcript of Richard MacDonald, attached to the MSJ as Exhibit L, at 59:22-60:4 (“The reality is you don’t have any privacy when you live on a golf course, period. You have no privacy whatsoever.”)

## II.

### CONCLUSIONS OF LAW

1. Plaintiff’s claims for relief against Moving Defendants fail for multiple reasons. Plaintiff’s Third, Fourth, Fifth, Sixth and Eighth Claims for Relief against Moving Defendants for unjust enrichment, fraudulent or intentional misrepresentation, negligent misrepresentation, real estate brokers violations of NRS 645, and declaratory relief (insofar as it pertains to the actions of Moving Defendants), respectively, fail due to Plaintiff’s insistence and agreement on taking the subject property as-is; and as a result of Plaintiff’s knowing, intentional and voluntary waivers of claims (*See* Sections A and B below). Plaintiff’s Seventh, Eighth and Eleventh Claims for Relief against Moving Defendants for easement, declaratory relief, and mandatory injunction, respectively, also fail given that none of the Moving Defendants currently have any ownership interest in the subject property; there is no implied easement for view, privacy or access to light in Nevada; and any alleged implied restrictive covenant not to build on former golf course property does not appear to exist in Nevada and is truly a request for an implied easement for view, privacy, or access to light (*See* Section C below).

**A. Plaintiff’s insistence and agreement on taking the subject property “as-is” forecloses the possibility of a non-disclosure action against the Moving Defendants because Plaintiff assumed, as a matter of law, responsibility for all potential defects, including zoning and boundary line matters.**

2. “Nondisclosure by the seller of adverse information concerning real property generally will not provide the basis for an action by the buyer to rescind or for damages when property is sold ‘as is.’” Mackintosh v. Jack Matthews & Co., 855 P.2d 549, 552 (Nev. 1993). Here, findings of fact 2, 6, 12, 13, and 14 all indicate that the sale of the subject property to

1 Plaintiff was “as-is” and that liability for discovering the defects complained of rested solely  
2 with the Plaintiff, not with the Moving Defendants.

3 3. In accordance with Facts 7 through 9 above, Plaintiff’s representatives read the  
4 purchase documents in detail and understood what they were agreeing to, including the “as-is”  
5 provision, when they contracted to purchase the subject property.

6 4. In accordance with Facts 10 through 12 above, Plaintiff either waived its right to  
7 inspect the subject property and its boundaries or had an opportunity to conduct due diligence  
8 that it did not exercise. In either event, the facts show that Plaintiff either did not conduct  
9 diligence with regard to the property boundaries or did and failed to bring its findings to the  
10 attention of the seller or its agent.

11 5. In accordance with Facts 19 and 20 above, Plaintiff could have discovered any  
12 defect with the zoning or boundaries of the subject property had it performed its due diligence  
13 as required by the Purchase Agreement.

14 **B. The purchase documents for the subject properties contained knowing,**  
15 **intentional, and voluntary waivers of the claims by Plaintiff against the Moving**  
16 **Defendants.**

17 6. In Nevada, a waiver is “the intentional relinquishment of a known right.”  
18 Nevada Yellow Cab Corp. v. Eighth Judicial Dist. Court ex rel. Cnty. of Clark, 152 P.3d 737,  
19 740 (Nev. 2007); accord, Wood v. Milyard, 132 S. Ct. 1826, 1832 (U.S. 2012) (recognizing that  
20 “A waived claim or defense is one that a party has knowingly and intelligently relinquished”).  
21 See also State, Univ. & Cmty. Coll. Sys. v. Sutton, 120 Nev. 972, 987, 103 P.3d 8, 18 (2004)  
22 (recognizing that a waiver is valid where made with knowledge of all material facts). When a  
23 right is waived, the “right is gone forever and cannot be recalled.” Bernhardt v. Harrington, 775  
24 N.W.2d 682, 686 (N.D. 2009).

25 7. Waivers are enforceable to grant summary judgment against a claim where the  
26 evidence shows that the plaintiff willingly and voluntarily signed the waiver, and the waiver is  
27 clear and unambiguous as to what claims were being waived against which parties. See Cobb v.  
28 Aramark Sports & Entm’t Servs., LLC, 933 F. Supp. 2d 1295, 1298-99 (D. Nev. 2013).

8. In accordance with Facts 13 and 14 above, there was a clear and knowing waiver

1 of all of Plaintiff's asserted claims against the Moving Defendants in this case.

2 9. In accordance with Facts 16 and 17 above, Plaintiff knowingly, intentionally, and  
3 voluntarily entered into a similar waiver in a separate addendum to the purchase contract for the  
4 subject property.

5 10. Even if Plaintiff did not waive the claims against the Moving Defendants –  
6 which it did, Fact 15 conclusively shows that Plaintiff voluntarily limited its claims in this  
7 action to no more than \$5,000.

8 **C. Plaintiff's claims for declaratory and injunctive relief cannot stand as a matter**  
9 **of law.**

10 11. To the extent that Moving Defendants also requested relief on the basis that  
11 Nevada does not allow an easement for view, privacy and/or access to light, that argument is  
12 moot as to Moving Defendants MacDonald Highlands Realty and Doiron due to this Court's  
13 decision on the due diligence and waiver arguments. With regard to FHP Ventures, this Court  
14 finds that Plaintiff's claim of an easement and/or restrictive covenant not to build on the  
15 property at issue is actually a request for an easement for view, privacy or access to light.  
16 Under Nevada law, there is no such easement and, accordingly, summary judgment should be  
17 granted in favor of FHP Ventures on the claims for declaratory relief and injunctive relief.  
18 Furthermore, as a matter of law, in Nevada there is not an implied easement or implied  
19 restrictive covenant requiring property formerly owned by a golf course to remain part of the  
20 golf course indefinitely, especially where that property was not a part of the playable grass area  
21 of the golf course. See Order, Findings of Fact and Conclusions of Law, and Judgment on  
22 Defendant/Counterclaimant Shahin Shane Malek's Motion for Summary Judgment, also heard  
23 on the same date as the instant Motion and on file herein (the "Malek Decision"); see also Boyd  
24 v. McDonald, 408 P.2d 717, 722 (Nev. 1965). The Court addresses these particular issues in  
25 detail in the Malek Decision, incorporated herein by reference.

26 12. Additionally, the claims against Moving Defendants for declaratory relief,  
27 easement, and injunctive relief cannot stand as a matter of law against any of the Moving  
28 Defendants, none of whom currently have any ownership interest in the subject property.

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III.

JUDGMENT

This action having been submitted to the Court for decision on the Motion for Summary Judgment on June 10, 2015, and the Court having made the aforementioned findings of fact and conclusions of law, the Court decides in favor of Moving Defendants MacDonald Highlands Realty, LLC, Michael Doiron and FHP Ventures, with regard to all claims against those Moving Defendants.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that Plaintiff take nothing by way of its January 12, 2015 Amended Complaint against Moving Defendants.

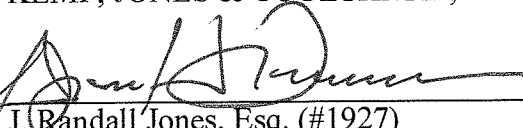
DATED this 30<sup>th</sup> day of Aug 2015.

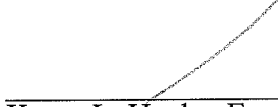
11<sup>th</sup>

  
DISTRICT COURT JUDGE

Respectfully submitted by:  
KEMP, JONES & COULTHARD, LLP

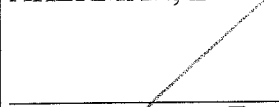
Approved as to form:  
HOWARD KIM & ASSOCIATES

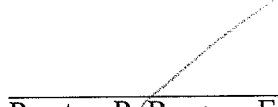
  
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III.

JUDGMENT

This action having been submitted to the Court for decision on the Motion for Summary Judgment on June 10, 2015, and the Court having made the aforementioned findings of fact and conclusions of law, the Court decides in favor of Moving Defendants MacDonald Highlands Realty, LLC, Michael Doiron and FHP Ventures, with regard to all claims against those Moving Defendants.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that Plaintiff take nothing by way of its January 12, 2015 Amended Complaint against Moving Defendants.

DATED this \_\_\_\_ day of July, 2015.

~~DISTRICT COURT JUDGE~~

Respectfully submitted by:  
KEMP, JONES & COULTHARD, LLP

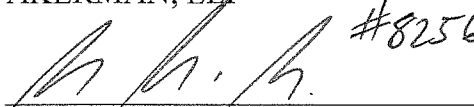
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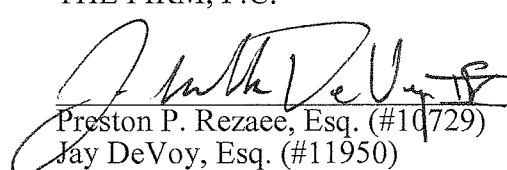
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**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that Plaintiff take nothing by way of its January 12, 2015 Amended Complaint against Moving Defendants.


DATED this \_\_\_\_ day of July, 2015.

DISTRICT COURT JUDGE

Respectfully submitted by:  
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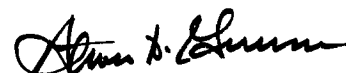
  
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*Attorneys for Defendants*  
7 *MacDonald Highlands Realty, LLC,*  
*Michael Doiron and FHP Ventures,*  
8 *A Nevada Limited Partnership*

9 DISTRICT COURT

10 CLARK COUNTY, NEVADA

11  
12 THE FREDRIC AND BARBARA  
ROSENBERG LIVING TRUST,

13 Plaintiff,

14 vs.

15 BANK OF AMERICA, N.A.; BAC HOME  
16 LOANS SERVICING, LP, a foreign limited  
partnership; MACDONALD HIGHLANDS  
17 REALTY, LLC, a Nevada limited liability  
company; MICHAEL DOIRON, an  
18 individual; SHAHIN SHANE MALEK, an  
individual; PAUL BYKOWSKI, an  
19 individual; THE FOOTHILLS AT  
MACDONALD RANCH MASTER  
20 ASSOCIATION, a Nevada limited liability  
company; THE FOOTHILLS PARTNERS,  
21 a Nevada limited partnership; DOES I  
through X, inclusive; ROE  
22 CORPORATIONS I through X, inclusive,

23 Defendants.

Case No.: A-13-689113-C

Dept. No.: I

**NOTICE OF ENTRY OF FINDINGS OF  
FACT, CONCLUSIONS OF LAW, AND  
JUDGMENT REGARDING  
DEFENDANTS MACDONALD  
HIGHLANDS REALTY, LLC,  
MICHAEL DOIRON, AND FHP  
VENTURES' MOTION FOR  
SUMMARY JUDGMENT**

24  
25 PLEASE TAKE NOTICE that the Findings of Fact, Conclusions of Law, and

26 Judgment Regarding Defendants MacDonald Highlands Realty, LLC, Michael Doiron, and

27 ///

28 ///

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kje@kempjones.com

1 FHP Ventures' Motion for Summary Judgment was entered on August 13, 2015, a copy of  
2 which is attached.

3  
4 DATED this 13<sup>th</sup> day of August, 2015.

5 Respectfully submitted by:

6 

7 J. Randall Jones, Esq. (#1927)

8 Spencer H. Gunnerson, Esq. (#8810)

9 Matthew S. Carter, Esq. (#9524)

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13 Attorneys for Defendants

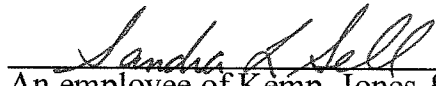
14 MacDonald Highlands Realty, LLC,

15 Michael Doiron and FHP Ventures,

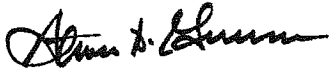
16 A Nevada Limited Partnership

17 **CERTIFICATE OF SERVICE**

18 I hereby certify that on the 13<sup>th</sup> day of August, 2015, pursuant to NRCP 5(b), I e-  
19 filed and e-served via the Eighth Judicial District Court electronic service system the  
20 foregoing **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND JUDGMENT**  
21 **REGARDING DEFENDANTS MACDONALD HIGHLANDS REALTY, LLC,**  
22 **MICHAEL DOIRON, AND FHP VENTURES' MOTION FOR SUMMARY**  
23 **JUDGMENT** to all parties on the e-service list.

24 

25 An employee of Kemp, Jones & Coulthard



CLERK OF THE COURT

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9 *A Nevada Limited Partnership*

DISTRICT COURT

CLARK COUNTY, NEVADA

12 THE FREDRIC AND BARBARA  
13 ROSENBERG LIVING TRUST,

14 Plaintiff,

15 vs.

16 BANK OF AMERICA, N.A.; BAC HOME  
17 LOANS SERVICING, LP, a foreign  
18 limited partnership; MACDONALD  
19 HIGHLANDS REALTY, LLC, a Nevada  
20 limited liability company; MICHAEL  
21 DOIRON, an individual; SHAHIN SHANE  
22 MALEK, an individual; PAUL BYKOWSKI,  
23 an individual; THE FOOTHILLS AT  
24 MACDONALD RANCH MASTER  
ASSOCIATION, a Nevada limited liability  
company; THE  
FOOTHILLS PARTNERS, a Nevada  
limited partnership; DOES I through X,  
inclusive; ROE CORPORATIONS I  
through X, inclusive,

25 Defendants.

Case No.: A-13-689113-C  
Dept. No.: I

**FINDINGS OF FACT, CONCLUSIONS  
OF LAW, AND JUDGMENT  
REGARDING DEFENDANTS  
MACDONALD HIGHLANDS REALTY,  
LLC, MICHAEL DOIRON, AND FHP  
VENTURES' MOTION FOR  
SUMMARY JUDGMENT**

26  
27 On June 10, 2015 at 9:00 a.m., this Court heard argument on the Motion for Summary  
28 Judgment ("MSJ") of MacDonald Highlands Realty, LLC ("MHR"), Michael Doiron

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1 (“Doiron”) and FHP Ventures, wrongfully named as The Foothills Partners (“FHP”)  
2 (collectively referred to herein as the “Moving Defendants”). Attending the hearing were Karen  
3 Hanks, Esq., Jacqueline Gilbert, Esq., Melissa Barishman, Esq., and Jesse Panoff, Esq. on  
4 behalf of the Plaintiff; Jay DeVoy, Esq. and Preston Rezaee, Esq. on behalf of Defendant  
5 Shahin Shane Malek; J. Randall Jones, Esq. and Spencer H. Gunnerson, Esq. on behalf of  
6 Moving Defendants; and William Habdas, Esq. on behalf of Defendant Bank of America, N.A.  
7 and BAC Home Loans Servicing, LP. The Court having heard oral argument and having  
8 reviewed all papers and pleadings on file in this matter makes the following findings of fact,  
9 conclusions of law and judgment.

10 I.

11 FINDINGS OF FACT

12 1. On February 20, 2013, Barbara Rosenberg sent a letter of intent to Defendant  
13 Bank of America’s asset manager in Connecticut, Elena Escobar, regarding the purchase of 590  
14 Lairmont Place in Henderson, Nevada (the “subject property”). See Exhibit A to the MSJ, at  
15 41:14-43:1 and Letter of Intent and associated documents, attached to the MSJ as Exhibit B.  
16 Barbara Rosenberg confirmed in her deposition that Exhibit B is a copy of the letter of intent  
17 she sent. Exhibit A to the MSJ at 43:21-44:4.

18 2. The letter of intent, which was signed by Barbara’s son David Rosenberg and his  
19 wife, offered the following term:

20 **It is Buyer’s obligation to conduct all necessary studies,**  
21 **including but not limited to** environmental, construction, market  
22 feasibility, title, **zoning** & CC&R’s. [sic] Buyer shall purchase the  
property “As-Is” and “Where-Is” and “With All Faults.”

23 Exhibit B to the MSJ at 2, ¶ 15 (emphasis added).

24 3. Six days later, Ms. Rosenberg was told that she would have to wait to purchase  
25 the property while the seller completed its due diligence and marketing preparations. See E-  
26 mail from Kelli Barrington dated February 26, 2013, attached to the MSJ as Exhibit C.

1           4.       Ms. Rosenberg continued to inquire regarding the subject property into March of  
2 2013. See E-mail from Barbara Rosenberg dated March 6, 2013, attached to the MSJ as Exhibit  
3 D, and e-mail from Kelli Barrington dated March 7, 2013, attached to the MSJ as Exhibit E.

4           5.       Shortly thereafter, on March 13, 2013, Ms. Rosenberg and her husband gave  
5 their highest and best offer to purchase the subject property. See E-mail from Siobhan McGill  
6 dated March 13, 2013, attached to the MSJ as Exhibit F.

7           6.       As part of the Rosenbergs' offer to purchase the property, their real estate agent  
8 again underscored the fact that "they [the Rosenbergs] will take property AS-IS." See id.  
9 (emphasis original).

10          7.       Also on March 13, 2013, Barbara and Frederic Rosenberg both signed a written  
11 offer to purchase the subject property under the terms of an attached Residential Purchase  
12 Agreement, attached to the MSJ as Exhibit G, at BANA 1-11 (the "Purchase Agreement").  
13 That offer was accepted by Bank of America on March 21, 2013, see id. at BANA 11, and  
14 subject to four separate addenda. See id. at BANA 12-13. See also Real Estate Purchase  
15 Addendum, attached to the MSJ as Exhibit H, at MHR 105-119.

16          8.       Both Barbara and Frederic Rosenberg reviewed the Purchase Agreement in detail  
17 before they signed it. Exhibit A to the MSJ at 89:1-17.

18          9.       Barbara Rosenberg testified that she and her husband could have tried to amend  
19 any of the terms of the Purchase Agreement and chose not to. See id. at 90:2-11.

20          10.       The Purchase Agreement contained a waiver of the Rosenbergs' right to perform  
21 a survey and determine the boundary lines surrounding their property. Exhibit G to the MSJ at  
22 BANA 4, ¶ 7(C).

23          11.       Paragraph 12(A) of the Purchase Agreement provided Plaintiff with a 12-day due  
24 diligence period in which to inspect the subject property. Id. at BANA 6.

25          12.       The due diligence required of Plaintiff under the Purchase Agreement was as  
26 follows:

27                   **During the Due Diligence Period, Buyer shall take such action**  
28                   **as Buyer deems necessary to determine whether the Property**

is satisfactory to Buyer including, but not limited to, whether the Property is insured to Buyer's satisfaction, **whether there are unsatisfactory conditions surrounding or otherwise affecting the Property** (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or hazards, **whether the Property is properly zoned**, locality to freeways, railroads, places of worship, schools, etc.) **or any other concerns Buyer may have related to the Property. . . . Buyer is advised to consult with appropriate professionals regarding neighborhood or property conditions, including but not limited to:** schools, proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics, fire protection; other governmental services; existing and proposed transportation; **construction and development**; noise or odor from any source; and **other nuisances, hazards, or circumstances.**

Id. at BANA 6, ¶ 12(b) (emphasis added).

13. Paragraph 22 of the Purchase Agreement constituted a waiver of claims against all Brokers and their agents:

**Buyer and Seller agree that they are not relying upon any representations made by Brokers or Broker's [sic] agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations or warranties, unless expressly stated herein. . . .**

Buyer acknowledges that any statements of acreage or square footage by brokers are simply estimates, and Buyer agrees to make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. **Buyer waives all claims against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c) environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's proximity to freeways, airports, or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to Buyer's failure to conduct walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is limited, under any and all circumstances, to the amount of Broker's commission/fee received in this transaction.**

See id. at BANA 8-9, ¶ 22 (emphasis added).

14. Michael Doiron and MacDonald Highlands Realty are listed in the Purchase Agreement as the agent and broker for the seller in this transaction. See id. at BANA 11.

15. The Real Estate Purchase Addendum executed by the Rosenbergs on March 15, 2013, provides both a broad waiver of the Rosenbergs' claims against the seller and its agents, as well as a limitation of the Rosenbergs' remedies in any such claim:

**NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THE AGREEMENT, SELLER'S LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY IN ALL CIRCUMSTANCES AND FOR ALL CLAIMS (AS THE TERM IS DEFINED IN SECTION 26 OF THIS ADDENDUM . . .) ARISING OUT OF OR RELATING IN ANY WAY TO THE AGREEMENT OR THE SALE OF THE PROPERTY TO BUYER INCLUDING, BUT NOT LIMITED TO . . . THE CONDITION OF THE PROPERTY, . . . THE SIZE, SQUARE FOOTAGE, BOUNDARIES, OR LOCATION OF THE PROPERTY . . . SHALL BE LIMITED TO NO MORE THAN**

**(A) A RETURN OF THE BUYER'S EARNEST MONEY DEPOSIT IF THE SALE TO BUYER DOES NOT CLOSE;**

**AND**

**(B) THE LESSER OF BUYER'S ACTUAL DAMAGES OR \$5,000.00 IF THE SALE TO BUYER CLOSSES.**

Exhibit H to the MSJ at MHR 105, ¶ 1 (emphasis original).

16. The Addendum further provided:

**THE BUYER FURTHER WAIVES THE FOLLOWING, TO THE FULLEST EXTENT PERMITTED BY THE LAW: . . . ANY CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO ENCROACHMENTS, EASEMENTS, BOUNDARIES, SHORTAGES IN AREAS OR ANY OTHER MATTER THAT WOULD BE DISCLOSED OR REVEALED BY A SURVEY OR INSPECTION OF THE PROPERTY OR SEARCH OF PUBLIC RECORDS.**

Id. at MHR 106-07(emphasis original).

17. Barbara Rosenberg understood that if she did not agree to the terms of the Real Estate Purchase Addendum, the Rosenbergs would not have been allowed to purchase the subject property. Exhibit A to the MSJ at 108:3-17.

18. Subsequent to executing the Residential Purchase Agreement and its addenda, the Rosenbergs had inquired through their real estate agent as to whether substantive changes could be made to the terms of the sale. In the words of their real estate agent, "The answer is an



1 emphatic NO!” See E-mail from Siobhan McGill dated March 27, 2013, attached to the MSJ as  
2 Exhibit I. The only change allowed was for Barbara and Frederic Rosenberg to place the  
3 property in the name of their trust, the Plaintiff in this matter. See Addendum No. 4, attached to  
4 the MSJ as Exhibit J.

5 19. During the purchase process, Defendant Michael Doiron, a MacDonald  
6 Highlands Realty employee, represented the seller, Bank of America. As part of her disclosures  
7 to the Rosenbergs, she gave them a document entitled “ZONING CLASSIFICATIONS AND  
8 LAND USE DISCLOSURE,” which the Rosenbergs received on April 13, 2013. See Exhibit K  
9 to the MSJ. After describing the zoning classifications and land use surrounding the property,  
10 the disclosure specifically stated:

11 This information is current and plotted as of **February**  
12 **2010.**

13 Master plan designation and zoning classifications, ordinances[,]  
14 and regulations adopted pursuant to the master are subject to  
15 change. You may obtain more current information regarding the  
16 zoning and master plan information from **The City of**  
**Henderson, Planning Department, 240 Water Street,**  
**Henderson, NV 89015, Te:: [sic] 565-2474.**

17 See id. (emphasis original).

18 20. The zoning change on what would become Defendant Malek’s property was  
19 recommended for approval on November 15, 2012. See City of Henderson Community  
20 Development Staff Report, attached to the MSJ as Exhibit Q. It was thereafter approved by the  
21 City and recorded on the City of Henderson’s zoning maps on January 24, 2013. See  
22 Deposition of Michael Tassi, attached to the MSJ as Exhibit O, at 27:17-28:11. The maps on  
the City’s website would have been updated in February of 2013. See id. at 30:6-15.

23 21. Paul Bykowski testified that Plaintiff’s home, like other homes in the  
24 neighborhood generally, is constructed to take advantage of the “primary views” because a  
25 “maximized” view would be impossible short of building a glass house. See Deposition  
26 Transcript of Paul Bykowski, attached to the MSJ as Exhibit S, at 123:11-127:1.

27 22. Independent of any building on Malek’s parcel, the subject property’s privacy  
28 was already compromised as a result of its being a golf course and near a walking path. See

Exhibit A, at 119:15-120:10 (in which Barbara Rosenberg admits it was possible for golfers on the course to look into the home, and that it was also possible for individuals on a nearby walking path to do so as well). See also Deposition Transcript of Richard MacDonald, attached to the MSJ as Exhibit L, at 59:22-60:4 (“The reality is you don’t have any privacy when you live on a golf course, period. You have no privacy whatsoever.”)

## II.

### CONCLUSIONS OF LAW

1. Plaintiff’s claims for relief against Moving Defendants fail for multiple reasons. Plaintiff’s Third, Fourth, Fifth, Sixth and Eighth Claims for Relief against Moving Defendants for unjust enrichment, fraudulent or intentional misrepresentation, negligent misrepresentation, real estate brokers violations of NRS 645, and declaratory relief (insofar as it pertains to the actions of Moving Defendants), respectively, fail due to Plaintiff’s insistence and agreement on taking the subject property as-is; and as a result of Plaintiff’s knowing, intentional and voluntary waivers of claims (*See* Sections A and B below). Plaintiff’s Seventh, Eighth and Eleventh Claims for Relief against Moving Defendants for easement, declaratory relief, and mandatory injunction, respectively, also fail given that none of the Moving Defendants currently have any ownership interest in the subject property; there is no implied easement for view, privacy or access to light in Nevada; and any alleged implied restrictive covenant not to build on former golf course property does not appear to exist in Nevada and is truly a request for an implied easement for view, privacy, or access to light (*See* Section C below).

**A. Plaintiff’s insistence and agreement on taking the subject property “as-is” forecloses the possibility of a non-disclosure action against the Moving Defendants because Plaintiff assumed, as a matter of law, responsibility for all potential defects, including zoning and boundary line matters.**

2. “Nondisclosure by the seller of adverse information concerning real property generally will not provide the basis for an action by the buyer to rescind or for damages when property is sold ‘as is.’” Mackintosh v. Jack Matthews & Co., 855 P.2d 549, 552 (Nev. 1993). Here, findings of fact 2, 6, 12, 13, and 14 all indicate that the sale of the subject property to

1 Plaintiff was “as-is” and that liability for discovering the defects complained of rested solely  
2 with the Plaintiff, not with the Moving Defendants.

3 3. In accordance with Facts 7 through 9 above, Plaintiff’s representatives read the  
4 purchase documents in detail and understood what they were agreeing to, including the “as-is”  
5 provision, when they contracted to purchase the subject property.

6 4. In accordance with Facts 10 through 12 above, Plaintiff either waived its right to  
7 inspect the subject property and its boundaries or had an opportunity to conduct due diligence  
8 that it did not exercise. In either event, the facts show that Plaintiff either did not conduct  
9 diligence with regard to the property boundaries or did and failed to bring its findings to the  
10 attention of the seller or its agent.

11 5. In accordance with Facts 19 and 20 above, Plaintiff could have discovered any  
12 defect with the zoning or boundaries of the subject property had it performed its due diligence  
13 as required by the Purchase Agreement.

14 **B. The purchase documents for the subject properties contained knowing,**  
15 **intentional, and voluntary waivers of the claims by Plaintiff against the Moving**  
16 **Defendants.**

17 6. In Nevada, a waiver is “the intentional relinquishment of a known right.”  
18 Nevada Yellow Cab Corp. v. Eighth Judicial Dist. Court ex rel. Cnty. of Clark, 152 P.3d 737,  
19 740 (Nev. 2007); accord, Wood v. Milyard, 132 S. Ct. 1826, 1832 (U.S. 2012) (recognizing that  
20 “A waived claim or defense is one that a party has knowingly and intelligently relinquished”).  
21 See also State, Univ. & Cmty. Coll. Sys. v. Sutton, 120 Nev. 972, 987, 103 P.3d 8, 18 (2004)  
22 (recognizing that a waiver is valid where made with knowledge of all material facts). When a  
23 right is waived, the “right is gone forever and cannot be recalled.” Bernhardt v. Harrington, 775  
24 N.W.2d 682, 686 (N.D. 2009).

25 7. Waivers are enforceable to grant summary judgment against a claim where the  
26 evidence shows that the plaintiff willingly and voluntarily signed the waiver, and the waiver is  
27 clear and unambiguous as to what claims were being waived against which parties. See Cobb v.  
28 Aramark Sports & Entm’t Servs., LLC, 933 F. Supp. 2d 1295, 1298-99 (D. Nev. 2013).

8. In accordance with Facts 13 and 14 above, there was a clear and knowing waiver

1 of all of Plaintiff's asserted claims against the Moving Defendants in this case.

2 9. In accordance with Facts 16 and 17 above, Plaintiff knowingly, intentionally, and  
3 voluntarily entered into a similar waiver in a separate addendum to the purchase contract for the  
4 subject property.

5 10. Even if Plaintiff did not waive the claims against the Moving Defendants –  
6 which it did, Fact 15 conclusively shows that Plaintiff voluntarily limited its claims in this  
7 action to no more than \$5,000.

8 **C. Plaintiff's claims for declaratory and injunctive relief cannot stand as a matter**  
9 **of law.**

10 11. To the extent that Moving Defendants also requested relief on the basis that  
11 Nevada does not allow an easement for view, privacy and/or access to light, that argument is  
12 moot as to Moving Defendants MacDonald Highlands Realty and Doiron due to this Court's  
13 decision on the due diligence and waiver arguments. With regard to FHP Ventures, this Court  
14 finds that Plaintiff's claim of an easement and/or restrictive covenant not to build on the  
15 property at issue is actually a request for an easement for view, privacy or access to light.  
16 Under Nevada law, there is no such easement and, accordingly, summary judgment should be  
17 granted in favor of FHP Ventures on the claims for declaratory relief and injunctive relief.  
18 Furthermore, as a matter of law, in Nevada there is not an implied easement or implied  
19 restrictive covenant requiring property formerly owned by a golf course to remain part of the  
20 golf course indefinitely, especially where that property was not a part of the playable grass area  
21 of the golf course. See Order, Findings of Fact and Conclusions of Law, and Judgment on  
22 Defendant/Counterclaimant Shahin Shane Malek's Motion for Summary Judgment, also heard  
23 on the same date as the instant Motion and on file herein (the "Malek Decision"); see also Boyd  
24 v. McDonald, 408 P.2d 717, 722 (Nev. 1965). The Court addresses these particular issues in  
25 detail in the Malek Decision, incorporated herein by reference.

26 12. Additionally, the claims against Moving Defendants for declaratory relief,  
27 easement, and injunctive relief cannot stand as a matter of law against any of the Moving  
28 Defendants, none of whom currently have any ownership interest in the subject property.

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III.

JUDGMENT

This action having been submitted to the Court for decision on the Motion for Summary Judgment on June 10, 2015, and the Court having made the aforementioned findings of fact and conclusions of law, the Court decides in favor of Moving Defendants MacDonald Highlands Realty, LLC, Michael Doiron and FHP Ventures, with regard to all claims against those Moving Defendants.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that Plaintiff take nothing by way of its January 12, 2015 Amended Complaint against Moving Defendants.

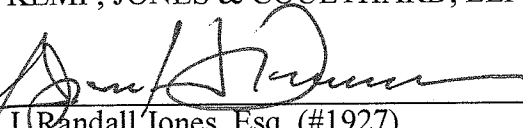
DATED this 30<sup>th</sup> day of Aug 2015.

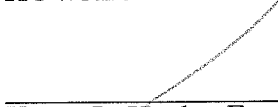
11<sup>th</sup>

  
DISTRICT COURT JUDGE

Respectfully submitted by:  
KEMP, JONES & COULTHARD, LLP

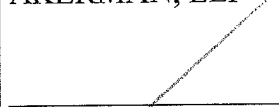
Approved as to form:  
HOWARD KIM & ASSOCIATES

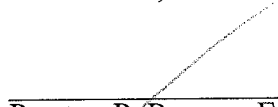
  
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**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that Plaintiff take nothing by way of its January 12, 2015 Amended Complaint against Moving Defendants.

DATED this \_\_\_\_ day of July, 2015.

DISTRICT COURT JUDGE

Respectfully submitted by:  
KEMP, JONES & COULTHARD, LLP

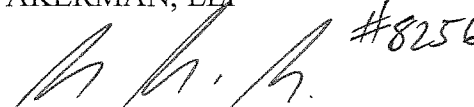
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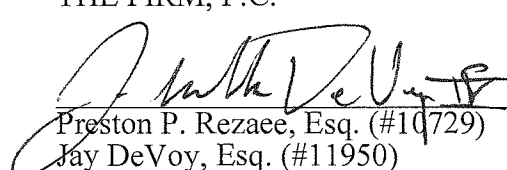
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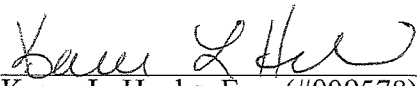
DATED this \_\_\_\_ day of July, 2015.

DISTRICT COURT JUDGE

Respectfully submitted by:  
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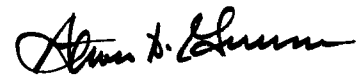
  
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Michael Doiron, and FHP Ventures,  
9 A Nevada Limited Partnership

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 THE FREDRIC AND BARBARA  
13 ROSENBERG LIVING TRUST,

14 Plaintiffs,

15 v.

16 BANK OF AMERICA, N.A.; BAC HOME  
LOANS SERVICING, LP, a foreign limited  
17 partnership; MACDONALD HIGHLANDS  
REALTY, LLC, A Nevada limited liability  
18 company; MICHAEL DOIRON, an  
individual; SHAHIN SHANE MALEK, an  
19 individual; PAUL BYKOWSKI, an  
individual; THE FOOTHILLS AT  
20 MACDONALD RANCH MASTER  
ASSOCIATION, a Nevada limited liability  
21 company; THE FOOTHILLS PARTNERS, a  
Nevada limited partnership; DOES 1 through  
22 X; and ROE CORPORATIONS I through X,

23 Defendants.  
24

Case No.: A-13-689113-C  
Dept. No.: I

**ORDER (1) GRANTING MOTION FOR  
ATTORNEY FEES AND COSTS AND (2)  
GRANTING MOTION TO RE-TAX  
COSTS**

25 Defendants MacDonald Highlands Realty, LLC; Michael Doiron; and The Foothills  
26 Partners, now known as FHP Ventures, a Nevada Limited Partnership (collectively  
27  
28



1 “Defendants”), by and through their counsel, Matthew S. Carter, Esq. of the law firm Kemp,  
2 Jones & Coulthard, LLP; and Plaintiff The Fredric and Barbara Rosenberg Living Trust, by and  
3 through its counsel, Karen Hanks, Esq. and Jacqueline A. Gilbert of the law firm of Howard  
4 Kim & Associates, appeared before this Court on October 22, 2015, at 1:30 p.m. for the hearing  
5 on Defendants’ Motion for Attorney Fees and Costs and on Plaintiff’s Motion to Re-Tax Costs  
6 claimed by Defendants in their Memorandum of Costs filed on August 18, 2015. The Court  
7 having reviewed the pleadings and papers on file herein and heard the arguments of counsel  
8 made at the hearing, and other good cause appearing therefor,

9 Defendants’ Motion for Attorney Fees and Costs is hereby GRANTED pursuant to the  
10 offer of judgment served on Plaintiff on January 29, 2015. Fees in the amount of \$120,315.00  
11 are therefore hereby awarded to Defendants.

12 Plaintiff’s Motion to Re-Tax is also hereby GRANTED, and costs in the amount of  
13 \$20,728.24 are hereby awarded to Defendants.

14 This Court entered an order granting summary judgment in favor of Defendants on  
15 August 13, 2015, and has certified that order pursuant to NRCP 54(b). This Court finds there is  
16 no just cause for delay in entering final judgment as to Defendants, as this Order, in conjunction  
17 with the order dated August 13, 2015 resolves all claims between Plaintiff and Defendants.

18 Good cause appearing, therefor,

19 IT IS HEREBY ORDERED that the clerk of the court shall enter judgment in favor of  
20 Defendants in the amount of \$141,043.24.

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 IT IS FURTHER ORDERED that this Order awarding attorney's fees and costs shall be  
2 certified as final as to Defendants pursuant NRCP 54(b).

3 IT IS SO ORDERED.

4 Dated this 29 day of October, 2015.

5   
6 DISTRICT COURT JUDGE  
7 

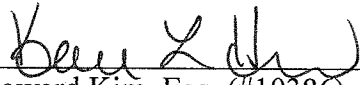
8 *Respectfully submitted by:*

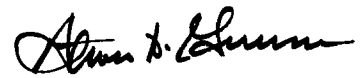
9 KEMP, JONES & COLTHARD, LLP  
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16 *Attorneys for Defendants*  
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*A Nevada Limited Partnership*

17 *Approved as to form and content:*

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*Attorneys for Plaintiff*



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8 *A Nevada Limited Partnership*

9 DISTRICT COURT

10 CLARK COUNTY, NEVADA

11  
12 THE FREDRIC AND BARBARA  
ROSENBERG LIVING TRUST,

13 Plaintiff,

14 vs.

15 BANK OF AMERICA, N.A.; BAC HOME  
16 LOANS SERVICING, LP, a foreign limited  
partnership; MACDONALD HIGHLANDS  
17 REALTY, LLC, a Nevada limited liability  
company; MICHAEL DOIRON, an  
18 individual; SHAHIN SHANE MALEK, an  
individual; PAUL BYKOWSKI, an  
19 individual; THE FOOTHILLS AT  
MACDONALD RANCH MASTER  
20 ASSOCIATION, a Nevada limited liability  
company; THE FOOTHILLS PARTNERS,  
21 a Nevada limited partnership; DOES I  
through X, inclusive; ROE  
22 CORPORATIONS I through X, inclusive,

23 Defendants.

Case No.: A-13-689113-C  
Dept. No.: I

**NOTICE OF ENTRY OF ORDER (1)  
GRANTING MOTION FOR  
ATTORNEY FEES AND COSTS AND  
(2) GRANTING MOTION TO RE-TAX  
COSTS**

24  
25 PLEASE TAKE NOTICE that an Order (1) Granting Motion For Attorney Fees and  
26 Costs and (2) Granting Motion to Re-Tax Costs was entered on November 10, 2015, a copy

27 ///

28

KEMP, JONES & COULTHARD, LLP  
3800 Howard Hughes Parkway  
Seventeenth Floor  
Las Vegas, Nevada 89169  
(702) 385-6000 • Fax (702) 385-6001  
kje@kempjones.com

1 of which is attached hereto.

2 DATED this 10<sup>th</sup> day of November, 2015.

4 KEMP, JONES & COULTHARD, LLP

5 /s/ Matthew S. Carter

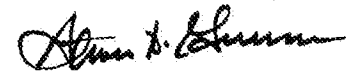
6 J. Randall Jones, Esq. (#1927)  
7 Spencer H. Gunnerson, Esq. (#8810)  
8 Matthew S. Carter, Esq. (#9524)  
3800 Howard Hughes Parkway, 17<sup>th</sup> Floor  
Las Vegas, Nevada 89169  
9 *Attorneys for Defendants*  
10 *MacDonald Highlands Realty, LLC,*  
11 *Michael Doiron and FHP Ventures,*  
12 *A Nevada Limited Partnership*

13 **CERTIFICATE OF SERVICE**

14 I hereby certify that on the 10<sup>th</sup> day of November, 2015, pursuant to NRCP 5(b), I e-  
15 filed and e-served via the Eighth Judicial District Court electronic service system the  
16 **NOTICE OF ENTRY OF ORDER (1) GRANTING MOTION FOR ATTORNEY**  
17 **FEES AND COSTS AND (2) GRANTING MOTION TO RE-TAX COSTS** to all parties  
18 on the e-service list.  
19

20 /s/ Pamela Montgomery

21 An employee of Kemp, Jones & Coulthard, LLP  
22  
23  
24  
25  
26  
27  
28



CLERK OF THE COURT

1 J. RANDALL JONES, ESQ. (#1927  
r.jones@kempjones.com  
2 SPENCER H. GUNENRSON, ESQ. (#8810)  
s.gunnerson@kempjones.com  
3 MATTHEW S. CARTER, ESQ. (#9524)  
m.carter@kempjones.com  
4 KEMP, JONES & COULTHARD, LP  
5 3800 Howard Hughes Parkway, 17<sup>th</sup> Floor  
Las Vegas, NV 89169  
6 Telephone: (702) 385-6000  
7 Facsimile: (702) 385-6001  
Attorneys for Defendants  
8 MacDonald Highlands Realty, LLC,  
Michael Doiron, and FHP Ventures,  
9 A Nevada Limited Partnership

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 THE FREDRIC AND BARBARA  
13 ROSENBERG LIVING TRUST,

14 Plaintiffs,

15 v.

16 BANK OF AMERICA, N.A.; BAC HOME  
17 LOANS SERVICING, LP, a foreign limited  
18 partnership; MACDONALD HIGHLANDS  
19 REALTY, LLC, A Nevada limited liability  
20 company; MICHAEL DOIRON, an  
21 individual; SHAHIN SHANE MALEK, an  
22 individual; PAUL BYKOWSKI, an  
23 individual; THE FOOTHILLS AT  
MACDONALD RANCH MASTER  
ASSOCIATION, a Nevada limited liability  
company; THE FOOTHILLS PARTNERS, a  
Nevada limited partnership; DOES 1 through  
X; and ROE CORPORATIONS I through X,

24 Defendants.

Case No.: A-13-689113-C  
Dept. No.: I

**ORDER (1) GRANTING MOTION FOR  
ATTORNEY FEES AND COSTS AND (2)  
GRANTING MOTION TO RE-TAX  
COSTS**

25 Defendants MacDonald Highlands Realty, LLC; Michael Doiron; and The Foothills  
26 Partners, now known as FHP Ventures, a Nevada Limited Partnership (collectively

1 "Defendants"), by and through their counsel, Matthew S. Carter, Esq. of the law firm Kemp,  
2 Jones & Coulthard, LLP; and Plaintiff The Fredric and Barbara Rosenberg Living Trust, by and  
3 through its counsel, Karen Hanks, Esq. and Jacqueline A. Gilbert of the law firm of Howard  
4 Kim & Associates, appeared before this Court on October 22, 2015, at 1:30 p.m. for the hearing  
5 on Defendants' Motion for Attorney Fees and Costs and on Plaintiff's Motion to Re-Tax Costs  
6 claimed by Defendants in their Memorandum of Costs filed on August 18, 2015. The Court  
7 having reviewed the pleadings and papers on file herein and heard the arguments of counsel  
8 made at the hearing, and other good cause appearing therefor,

9 Defendants' Motion for Attorney Fees and Costs is hereby GRANTED pursuant to the  
10 offer of judgment served on Plaintiff on January 29, 2015. Fees in the amount of \$120,315.00  
11 are therefore hereby awarded to Defendants.

12 Plaintiff's Motion to Re-Tax is also hereby GRANTED, and costs in the amount of  
13 \$20,728.24 are hereby awarded to Defendants.

14 This Court entered an order granting summary judgment in favor of Defendants on  
15 August 13, 2015, and has certified that order pursuant to NRCP 54(b). This Court finds there is  
16 no just cause for delay in entering final judgment as to Defendants, as this Order, in conjunction  
17 with the order dated August 13, 2015 resolves all claims between Plaintiff and Defendants.

18 Good cause appearing, therefor,

19 IT IS HEREBY ORDERED that the clerk of the court shall enter judgment in favor of  
20 Defendants in the amount of \$141,043.24.

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1 IT IS FURTHER ORDERED that this Order awarding attorney's fees and costs shall be  
2 certified as final as to Defendants pursuant NRCP 54(b).

3 IT IS SO ORDERED.

4 Dated this 29 day of October, 2015.

5   
6 DISTRICT COURT JUDGE  
7

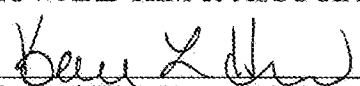
8 *Respectfully submitted by:*

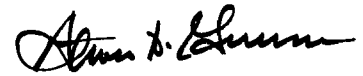
9 ~~KEMP, JONES & COLETHARD, LLP~~  
10 

11 J. Randall Jones Esq. (#1927)  
12 Spencer H. Gunnerson Esq. (#8810)  
13 Matthew S. Carter Esq. (#9524)  
14 3800 Howard Hughes Parkway, 17<sup>th</sup> Floor  
15 Las Vegas, Nevada 89169  
16 *Attorneys for Defendants*  
*MacDonald Highlands Realty, LLC,*  
*Michael Doiron, and FHP Ventures,*  
*A Nevada Limited Partnership*

17 *Approved as to form and content:*

18 HOWARD KIM & ASSOCIATES

19   
20 Howard Kim, Esq. (#10386)  
21 Karen L. Hanks (#9578)  
22 1055 Whitney Ranch Drive, Suite 110  
23 Henderson, Nevada 89014  
24 *Attorneys for Plaintiff*  
25  
26  
27  
28



CLERK OF THE COURT

J. RANDALL JONES, ESQ. (#1927  
r.jones@kempjones.com  
SPENCER H. GUNENRSON, ESQ. (#8810)  
s.gunnerson@kempjones.com  
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Telephone: (702) 385-6000  
Facsimile: (702) 385-6001  
*Attorneys for Defendants  
MacDonald Highlands Realty, LLC,  
Michael Doiron, and FHP Ventures,  
A Nevada Limited Partnership*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

THE FREDRIC AND BARBARA  
ROSENBERG LIVING TRUST,

Case No.: A-13-689113-C  
Dept. No.: I

Plaintiffs,

v.

BANK OF AMERICA, N.A.; BAC HOME  
LOANS SERVICING, LP, a foreign limited  
partnership; MACDONALD HIGHLANDS  
REALTY, LLC, A Nevada limited liability  
company; MICHAEL DOIRON, an  
individual; SHAHIN SHANE MALEK, an  
individual; PAUL BYKOWSKI, an  
individual; THE FOOTHILLS AT  
MACDONALD RANCH MASTER  
ASSOCIATION, a Nevada limited liability  
company; THE FOOTHILLS PARTNERS, a  
Nevada limited partnership; DOES 1 through  
X; and ROE CORPORATIONS I through X,

**ORDER GRANTING DEFENDANTS'  
MOTION FOR CERTIFICATION  
PURSUANT TO NRCP 54(b)**

Defendants.

This matter having come before this Court on September 21, 2015 regarding Defendants  
MacDonald Highlands Realty, LLC; Michael Doiron; and The Foothills Partners, now known as



1 FHP Ventures, a Nevada Limited Partnership's (collectively "Defendants") Motion for  
2 Certification Pursuant to NRCP 54(b), submitted by and through their counsel, Matthew S.  
3 Carter, Esq., of the law firm Kemp, Jones & Coulthard, LLP. The Court having reviewed the  
4 pleadings and papers on file herein, and other good cause appearing therefore,

5 This Court finds that there is no just cause for delay in entering final judgment as to  
6 Defendants, as the order granting summary judgment dated August 13, 2015, resolves all  
7 claims between Plaintiff and Defendants.

8 Good cause appearing, therefor

9 IT IS HEREBY ORDERED that the order granting summary judgment, dated August  
10 13, 2015, shall be certified as final as to Defendants pursuant to Rule 54(b) of the Nevada  
11 Rules of Civil Procedure.


12 IT IS SO ORDERED.

13 Dated this 29 day of October, 2015.

14  
15   
16 DISTRICT COURT JUDGE

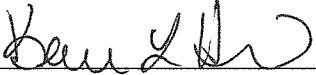
17 Respectfully submitted by:

18 KEMP, JONES & COULTHARD, LLP

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22 Matthew S. Carter Esq. (#9524)  
23 3800 Howard Hughes Parkway, 17<sup>th</sup> Floor  
24 Las Vegas, Nevada 89169  
25 *Attorneys for Defendants*  
26 *MacDonald Highlands Realty, LLC,*  
27 *Michael Doiron, and FHP Ventures,*  
28 *A Nevada Limited Partnership*

1 *Approved as to form and content:*

2 HOWARD KIM & ASSOCIATES

3 

4 Howard Kim, Esq. (#10386)

Karen L. Hanks (#9578)

5 1055 Whitney Ranch Drive, Suite 110

Henderson, Nevada 89014

6 *Attorneys for Plaintiff*

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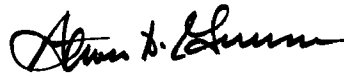
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CLERK OF THE COURT

1 J. RANDALL JONES, ESQ. (#1927)  
r.jones@kempjones.com  
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Telephone: (702) 385-6000  
6 Facsimile: (702) 385-6001  
*Attorneys for Defendants*  
7 *MacDonald Highlands Realty, LLC,*  
*Michael Doiron and FHP Ventures,*  
8 *A Nevada Limited Partnership*

9 DISTRICT COURT

10 CLARK COUNTY, NEVADA

11  
12 THE FREDRIC AND BARBARA  
ROSENBERG LIVING TRUST,

13 Plaintiff,

14 vs.

15 BANK OF AMERICA, N.A.; BAC HOME  
16 LOANS SERVICING, LP, a foreign limited  
partnership; MACDONALD HIGHLANDS  
17 REALTY, LLC, a Nevada limited liability  
company; MICHAEL DOIRON, an  
18 individual; SHAHIN SHANE MALEK, an  
individual; PAUL BYKOWSKI, an  
19 individual; THE FOOTHILLS AT  
MACDONALD RANCH MASTER  
20 ASSOCIATION, a Nevada limited liability  
company; THE FOOTHILLS PARTNERS,  
21 a Nevada limited partnership; DOES I  
through X, inclusive; ROE  
22 CORPORATIONS I through X, inclusive,

23 Defendants.

Case No.: A-13-689113-C  
Dept. No.: I

**NOTICE OF ENTRY OF ORDER  
GRANTING DEFENDANTS' MOTION  
FOR CERTIFICATION PURSUANT TO  
NRCP 54(b)**

24  
25 PLEASE TAKE NOTICE that an Order Granting Defendants' Motion For  
26 Certification Pursuant to NRCP54(b) was entered on November 10, 2015, a copy of which is

27 ///

28

KEMP, JONES & COULTHARD, LLP  
3800 Howard Hughes Parkway  
Seventeenth Floor  
Las Vegas, Nevada 89169  
(702) 385-6000 • Fax (702) 385-6001  
kjc@kempjones.com

1 attached hereto.

2 DATED this 10<sup>th</sup> day of November, 2015.

4 KEMP, JONES & COULTHARD, LLP

5 /s/ Matthew S. Carter

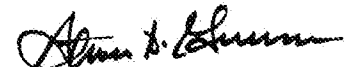
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10 Las Vegas, Nevada 89169  
11 *Attorneys for Defendants*  
12 *MacDonald Highlands Realty, LLC,*  
13 *Michael Doiron and FHP Ventures,*  
14 *A Nevada Limited Partnership*

14 **CERTIFICATE OF SERVICE**

15 I hereby certify that on the 10<sup>th</sup> day of November, 2015, pursuant to NRCP 5(b), I e-  
16 filed and e-served via the Eighth Judicial District Court electronic service system the  
17 **NOTICE OF ENTRY OF ORDER GRANTING DEFENDANTS' MOTION FOR**  
18 **CERTIFICATION PURSUANT TO NRCP 54(b)** to all parties on the e-service list.

20 /s/ Pamela Montgomery

21 An employee of Kemp, Jones & Coulthard, LLP



CLERK OF THE COURT

1 J. RANDALL JONES, ESQ. (#1927  
r.jones@kempjones.com  
2 SPENCER H. GUNENRSON, ESQ. (#8810)  
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Attorneys for Defendants  
8 MacDonald Highlands Realty, LLC,  
Michael Doiron, and FHP Ventures,  
9 A Nevada Limited Partnership

10 DISTRICT COURT

11 CLARK COUNTY, NEVADA

12 THE FREDRIC AND BARBARA  
ROSENBERG LIVING TRUST,

Case No.: A-13-689113-C  
Dept. No.: I

13 Plaintiffs,

14 v.

15 ORDER GRANTING DEFENDANTS'  
16 MOTION FOR CERTIFICATION  
17 PURSUANT TO NRCP 54(b)

18 BANK OF AMERICA, N.A.; BAC HOME  
19 LOANS SERVICING, LP, a foreign limited  
20 partnership; MACDONALD HIGHLANDS  
21 REALTY, LLC, A Nevada limited liability  
22 company; MICHAEL DOIRON, an  
individual; SHAHIN SHANE MALEK, an  
individual; PAUL BYKOWSKI, an  
individual; THE FOOTHILLS AT  
MACDONALD RANCH MASTER  
ASSOCIATION, a Nevada limited liability  
company; THE FOOTHILLS PARTNERS, a  
Nevada limited partnership; DOES 1 through  
X; and ROE CORPORATIONS I through X,

23 Defendants.  
24

25 This matter having come before this Court on September 21, 2015 regarding Defendants  
26 MacDonald Highlands Realty, LLC; Michael Doiron; and The Foothills Partners, now known as

1 FHP Ventures, a Nevada Limited Partnership's (collectively "Defendants") Motion for  
2 Certification Pursuant to NRCP 54(b), submitted by and through their counsel, Matthew S.  
3 Carter, Esq., of the law firm Kemp, Jones & Coulthard, LLP. The Court having reviewed the  
4 pleadings and papers on file herein, and other good cause appearing therefore,

5 This Court finds that there is no just cause for delay in entering final judgment as to  
6 Defendants, as the order granting summary judgment dated August 13, 2015, resolves all  
7 claims between Plaintiff and Defendants.

8 Good cause appearing, therefor

9 IT IS HEREBY ORDERED that the order granting summary judgment, dated August  
10 13, 2015, shall be certified as final as to Defendants pursuant to Rule 54(b) of the Nevada  
11 Rules of Civil Procedure.


12 IT IS SO ORDERED.

13 Dated this 29 day of October, 2015.

14  
15   
16 DISTRICT COURT JUDGE

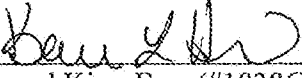
17 Respectfully submitted by:

18 KEMP, JONES & COULTHARD, LLP

19   
20 J. Randall Jones Esq. (#1927)  
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23 3800 Howard Hughes Parkway, 17<sup>th</sup> Floor  
24 Las Vegas, Nevada 89169  
25 Attorneys for Defendants  
26 MacDonald Highlands Realty, LLC,  
27 Michael Doiron, and FHP Ventures,  
28 A Nevada Limited Partnership

1 *Approved as to form and content:*

2 HOWARD KIM & ASSOCIATES

3   
4 \_\_\_\_\_

Howard Kim, Esq. (#10386)

Karen L. Hanks (#9578)

5 1055 Whitney Ranch Drive, Suite 110

Henderson, Nevada 89014

6 *Attorneys for Plaintiff*

7

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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**December 04, 2013**

---

A-13-689113-C      Frederic and Barbara Rosenberg Living Trust, Plaintiff(s)  
vs.  
Bank of America, Defendant(s)

---

**December 04, 2013      1:00 PM      Minute Order**

**HEARD BY:** Cory, Kenneth      **COURTROOM:** RJC Courtroom 16A

**COURT CLERK:** Michele Tucker

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Due to the Court's unavailability, COURT ORDERED, the Motion to Dismiss on OST CONTINUED.

CONTINUED TO: 12/09/13 11:00 AM

CLERK'S NOTE: The above minute order has been distributed to: Justin Shiroff, Esq., Lisa Zastrow, Esq. via e-mail. /mlt



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**December 09, 2013**

---

A-13-689113-C	Frederic and Barbara Rosenberg Living Trust, Plaintiff(s)
	vs.
	Bank of America, Defendant(s)

---

**December 09, 2013      11:00 AM      Motion to Dismiss**

**HEARD BY:** Cory, Kenneth      **COURTROOM:** RJC Courtroom 16A

**COURT CLERK:** Michele Tucker

**RECORDER:** Beverly Sigurnik

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Byrne, Patrick G.	Attorney
	Smyth, James E., II	Attorney
	Winslow, Natalie L	Attorney

**JOURNAL ENTRIES**

- Statements by the Court as to arguments towards facts in a motion to dismiss. Mr. Byrne stated the position they are taking is based on the pled facts. The Court can take judicial notice as these are public documents. Mr. Byrne gave summary of client purchasing the property to build a custom home, has the plans and approval but cannot be signed off on because of the Lis Pendens. Further Mr. Malek can't lock down a rate because of this. Mr. Byrne argued as to notice stating lot could be used for custom home. There was a zoning change which has been recorded. Mr. Smyth argued as to APN number and it being golf course property. Further argued there is a blanket easement and the zoning change did not change the easement. Statements by the Court. Mr. Smyth stated if the Court is inclined to grant the motion Plaintiffs would request leave to amend. Ms. Winslow suggested the claims against Mr. Malek be separate from the claims against the bank. Further arguments by counsel as to zoning and easements. COURT ORDERED, matter CONTINUED. Court further stated the burden is on the Plaintiff as to why this should not be expunged.

CONTINUED TO: 12/19/13 10:00 AM

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

## Breach of Contract

# COURT MINUTES

**December 19, 2013**

A-13-689113-C      Frederic and Barbara Rosenberg Living Trust, Plaintiff(s)  
vs.  
Bank of America, Defendant(s)

**December 19, 2013      10:00 AM      All Pending Motions**

HEARD BY: Cory, Kenneth

COURTROOM: RJC Courtroom 16A

**COURT CLERK:** Michele Tucker

**RECORDER:** Beverly Sigurnik

**REPORTER:**

## PARTIES

<b>PRESENT:</b>	Brenner, Darren T.	Attorney
	Byrne, Patrick G.	Attorney
	Gunnerson, Spencer	Attorney
	Malek, Shahin Shane	Defendant
	Shiroff, Justin	Attorney
	Smyth, James E., II	Attorney
	Winslow, Natalie L	Attorney

## JOURNAL ENTRIES

- ALL PENDING - Bank of America, N.A.'s Motion to Dismiss Plaintiff's Complaint Pursuant to NRCP 12(b)(5), or Alternatively, Motion for Summary Judgment... DRFH Ventures, LLC f/k/a DragonRidge Properties, LLC; DragonRidge Golf Club, Inc.; MacDonald Properties, LTD; MacDonald Highlands Realty, LLC; and Michael Doiron's Partial Joinder To Bank of America, N.A.'s Motion To Dismiss Plaintiff's Complaint Pursuant To NRCP 12(B)(5), Or Alternatively, Motion For Summary Judgment... Defendants DRFH Ventures, LLC f/k/a Dragonridge Properties, LLC; Dragonridge Golf Club, Inc.; MacDonald Properties, Ltd.; MacDonald Highlands Realty, LLC; and Michael Doiron's Motion to Dismiss... Defendant's Motion To Dismiss Plaintiff's Complaint And Expunge Lis Pendens On Order Shortening Time

Bank of America, N.A.'s Motion to Dismiss Plaintiff's Complaint Pursuant to NRCP 12(b)(5), or

PRINT DATE: 12/11/2015

Page 3 of 23

Minutes Date: December 04, 2013

Alternatively, Motion for Summary Judgment... DRFH Ventures, LLC f/k/a DragonRidge Properties, LLC; DragonRidge Golf Club, Inc.; MacDonald Properties, LTD; MacDonald Highlands Realty, LLC; and Michael Doiron's Partial Joinder To Bank of America, N.A.'s Motion To Dismiss Plaintiff's Complaint Pursuant To NRCP 12(B)(5), Or Alternatively, Motion For Summary Judgment -

Ms. Winslow stated this is a buyer's remorse case; property was sold as is. There are no additional warranties; this is a bare lot that is barely touching the plaintiff's property. Ms. Winslow provided aerial view of property and gave description. Further argued exhibit B of the purchase contract. It is the burden of the buyers to inspect the property lines of what they are purchasing and the surrounding properties. There is no right to a view in Nevada. Court stated this seems to be a motion for summary judgment and inquired if Mr. Smyth was prepared to argue. Mr. Smyth stated if the Court is inclined to grant, plaintiff would be requesting a continuance and 56(f). Argued his client only has a duty of diligence to look at the recorded documents. Court inquired if more discovery need to be done. Mr. Smyth stated more facts are needed as to the minor adjustment. Colloquy as to doing discovery. Mr. Smyth argued they have money damages as the bank did not disclose. Ms. Winslow argued there is a burden as to 56(f) to state what they are looking for. Statements by the Court. Mr. Brenner argued there is no 56(f) affidavit. Further argument by counsel. COURT ORDERED, Motion and Joinder DENIED WITHOUT PREJUDICE with six months discovery. Ms. Winslow to prepare the Order.

Defendants DRFH Ventures, LLC f/k/a Dragonridge Properties, LLC; Dragonridge Golf Club, Inc.; MacDonald Properties, Ltd.; MacDonald Highlands Realty, LLC; and Michael Doiron's Motion to Dismiss -

Mr. Gunnerson argued the entire case is about an easement. We have concerns as to three of the entities that are still in the lawsuit. There is no implied contract; these entities were not a party to this contract. Plaintiff can't rely on misrepresentation when they admit they never knew of the misrepresentations. Mr. Smyth argued they do not have to have implied easement. Plaintiff's claims are this is a golf course and DRFH is the developer. They are arguing there is little impact and there is a lot of impact. Further arguments by counsel. COURT ORDERED, Defendants DRFH Ventures, LLC f/k/a Dragonridge Properties, LLC; Dragonridge Golf Club, Inc.; MacDonald Properties, Ltd.; MacDonald Highlands Realty, LLC; and Michael Doiron's Motion to Dismiss GRANTED as to DRFH, Dragon, Inc., and MacDonald Ltd.

Defendant's Motion To Dismiss Plaintiff's Complaint And Expunge Lis Pendens On Order Shortening Time -

Mr. Brenner argued there was nothing false in the application; it stated there was going to be a custom home. Plaintiff has the exact view of the 9th hole. Further argued there is no evidence as to what hardship is. If the claim is not dismissed we will be filing a slander claim. Plaintiff had notice of the change, Bank of America had it and gave them notice. Statements by the Court. Mr. Smyth advised supplements have been filed the Plaintiff purchased property based on the plot maps. Mr. Smyth further argued the Court just heard argument from counsel Bank of America had knowledge.

Henderson gave notice of the application to Bank of America. Notice to the world is the recorded documents. This portion of the property is part of the golf course not Mr. Malec's property. Court inquired what gives the Plaintiff the right to lien the property. Mr. Smyth argued they have an interest to keep the title to the property in place. Statements by the Court. Further arguments by counsel. COURT STATED FINDINGS and ORDERED, Defendant's Motion to Dismiss Plaintiff's Complaint DENIED and Expunge Lis Pendens OST GRANTED WITHOUT PREJUDICE.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**January 05, 2015**

---

A-13-689113-C      Frederic and Barbara Rosenberg Living Trust, Plaintiff(s)  
vs.  
Bank of America, Defendant(s)

---

**January 05, 2015      3:00 AM      Motion for Leave**

**HEARD BY:** Cory, Kenneth      **COURTROOM:** RJC Courtroom 16A

**COURT CLERK:** Michele Tucker

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- This Motion was GRANTED on 1/9/15.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**January 09, 2015**

---

A-13-689113-C      Frederic and Barbara Rosenberg Living Trust, Plaintiff(s)  
vs.  
Bank of America, Defendant(s)

---

**January 09, 2015      10:30 AM      Minute Order**

**HEARD BY:** Cory, Kenneth      **COURTROOM:** RJC Courtroom 16A

**COURT CLERK:** Phyllis Irby

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Frederic and Barbara Rosenberg Living Trust vs. Bank of America  
Plaintiff's Motion for Leave to Amend Complaint and Caption

Plaintiff's unopposed Motion for Leave to Amend Complaint and Caption is GRANTED.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**January 30, 2015**

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A-13-689113-C	Frederic and Barbara Rosenberg Living Trust, Plaintiff(s) vs. Bank of America, Defendant(s)
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<b>January 30, 2015</b>	<b>9:00 AM</b>	<b>Motion for Protective Order</b>	<b>Bank of America, N.A.'s Motion For Protective Order re: Deposition of Rule 30(B)(6) Witness, and For Attorneys' Fees on OST</b>
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**HEARD BY:** Bulla, Bonnie

**COURTROOM:** RJC Level 5 Hearing Room

**COURT CLERK:** Jennifer Lott

**RECORDER:** Francesca Haak

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	DeVoy, James M.	Attorney
	Hanks, Karen	Attorney
	Rulis, Nathanael R., ESQ	Attorney
	Winslow, Natalie L	Attorney

**JOURNAL ENTRIES**

- The homeowner purchased property in a foreclosure from Bank of America, and there was no communication the neighbor improving the adjacent property. Argument by Ms. Hanks. Colloquy re: notice must include better categories for areas of concern. Colloquy re: the timeframe. Argument by Ms. Winslow.

COMMISSIONER RECOMMENDED, motion is GRANTED WITHOUT PREJUDICE to Pltf to reserve a proper 30(b)(6) notice with appropriate topic areas for the relevant timeframe. Commissioner is available by conference call if necessary. Colloquy re: resetting depositions, and remaining depositions needed.

COMMISSIONER RECOMMENDED, discovery cutoff RE-OPENED to 3/16/15 to complete depositions; FILE dispositive motions by 4/16/15; 5/26/15 Trial date STANDS; no fees or costs. Commissioner is available by conference call if something comes up.

Ms. Winslow to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution. Ms. Winslow to appear at status check hearing to report on the Report and Recommendations.

3/6/15 11:00 a.m. Status Check: Compliance



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract****COURT MINUTES****April 08, 2015**

A-13-689113-C      Frederic and Barbara Rosenberg Living Trust, Plaintiff(s)  
                                  vs.  
                                  Bank of America, Defendant(s)

**April 08, 2015      9:00 AM      Motion to Dismiss**

**HEARD BY:** Cory, Kenneth      **COURTROOM:** RJC Courtroom 16A

**COURT CLERK:** Michele Tucker

**RECORDER:** Lisa Lizotte

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Chavez, Sarah M, ESQ	Attorney
	Gunnerson, Spencer	Attorney
	Hanks, Karen	Attorney
	Shevorski, Steven G.	Attorney

**JOURNAL ENTRIES**

- Mr. Gunnerson advised this case is in regards to a third acre property and it has been clear from the beginning plaintiffs do not want the defendant to build on the property. Mr. Gunnerson argued they have attempted to bring in easements to stop them for building. Plaintiffs are trying to create a strict covenant which would be guidelines; there is nothing in the restrictive guidelines. Plaintiffs are claiming the design guidelines are not applied to the third acre. Mr. Gunnerson argued as to declaratory relief. Ms. Hanks argued plaintiffs are only asking for FHP to enforce the design guidelines. This is essentially a breach of the covenants and CC&R's. Ms. Hanks stated Mr. Malek may be an innocent victim and if he is it falls to FHP for approving the design. Statements by the Court. Ms. Hanks advised discovery has closed and have requested leave to amend for damages. Court stated it was not going to close the door on the defendant for the plaintiffs to come back and claim damages. Ms. Hanks advised they have money damages against other parties, plaintiffs are just looking for FHP to enforce the guidelines. Mr. Gunnerson argued it is possible for the Court to base its decision on the facts pled without additional discovery. Court stated if the motion is granted the defendant has been placed on notice they will be coming back for money damages. Mr. Gunnerson stated they would rather be dismissed out at this point and do not feel there are any money damages.

Plaintiffs are attempting to bring in the CC&R's, and they do not apply to FHP. Ms. Hanks argued under the CC&R's FHP is still a declarant of the MacDonald property and are still in control. Mr. Gunnerson argued they have failed to show any restrictive covenants have not been enforced. Further arguments by counsel. COURT ORDERED, Defendant FHP Venture's Motion to Dismiss Amended Complaint DENIED. Colloquy. COURT FURTHER ORDERED, Trial date VACATED and Matter SET for status check. Ms. Hanks to prepare the Order.

6/10/15 9:00 AM STATUS CHECK: RESET TRIAL

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**May 18, 2015**

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A-13-689113-C	Frederic and Barbara Rosenberg Living Trust, Plaintiff(s) vs. Bank of America, Defendant(s)
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<b>May 18, 2015</b>	<b>9:00 AM</b>	<b>Minute Order</b>
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<b>HEARD BY:</b> Cory, Kenneth	<b>COURTROOM:</b> RJC Courtroom 16A
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**COURT CLERK:** Michele Tucker

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- The COURT ORDERS, Plaintiff's Motion for Summary Judgment Against Shanin Shane Malek, Defendant Shanin Shane Malek Motion for Summary Judgment, and Counter Defendant's Motion for Summary Judgment RESCHEDULED from Tuesday, May 19, 2015 to Wednesday, June 10, 2015 at 9:00 a.m. The Status Check regarding resetting the trial will remain on the 6/10/15 oral calendar.

RESCHEDULED TO: 6/10/15 9:00 AM

CLERK'S NOTE: The above minute order has been distributed to: Jay DeVoy, Esq., Spencer Gunnerson, Esq., Karen Hanks, Esq., and Steven Shevorski, Esq. via e-mail. /mlt

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**June 10, 2015**

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A-13-689113-C	Frederic and Barbara Rosenberg Living Trust, Plaintiff(s) vs. Bank of America, Defendant(s)
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**June 10, 2015**

**9:00 AM**

**All Pending Motions**

**HEARD BY:** Cory, Kenneth

**COURTROOM:** RJC Courtroom 16A

**COURT CLERK:** Tena Jolley

**RECORDER:** Lisa Lizotte

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Barishman, Melissa DeVoy, James M. Gilbert, Jacqueline Gunnerson, Spencer Habdas, William S. Hanks, Karen Jones, Jon Randall Panoff, Jesse N Rezaee, Preston P, ESQ	Attorney Attorney Attorney Attorney Attorney Attorney Attorney Attorney Attorney
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**JOURNAL ENTRIES**

- STATUS CHECK: RESET TRIAL DATE - Mr. Gunderson advised there is a Motion to Amend to Conform to Evidence set for July 6, 2015, and requested matter be continued. Ms. Hanks stated the Motion is set on the Court's Chambers Calendar. COURT ORDERED, matter CONTINUED to 7/15/15 at 9:00 A.M.

PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT AGAINST DEFENDANT SHAHIN SHANE MALEK - Ms. Hanks argued that Mr. Malek's counter-claim for slander of title based on the lis pendens recorded by the Rosenberg Trust fails as there is clearly no issue of fact. There is no evidence of malice. Further there is no computation of damages or supporting documentation as required to claim special damages and discovery is closed. Therefore, there are no issues of fact

remaining and summary judgment in favor of the Rosenberg Trust on the slander of title claim is appropriate. Mr. Devoy argued in opposition that the question of malice is whether the statement is knowingly false or is made with reckless disregard for the truth. Ms. Rosenberg knew exactly what she was doing and she filed the lis pendens to prevent Mr. Malek from building his home which was a reckless disregard for the truth that applies. On the issue of damages, attorney fees continue to accrue and questions of fact remain as to what Ms. Rosenberg knew when she filed the lis pendens. COURT ORDERED, Motion DENIED WITHOUT PREJUDICE. Upon Ms. Hanks request that Plaintiff be allowed to depose Mr. Malek if additional documents are produced, Court recommended the issues be brought before the Discovery Commissioner.

DEFENDANT SHAHIN SHANE MALEK'S MOTION FOR SUMMARY JUDGMENT - Mr. Devoy argued that Nevada law prohibits easements being granted to protect view and privacy. The implied restrictive covenant is improper as case law does not recognize this new cause of action and there is no evidence of a restrictive covenant that prevents someone from building their house. Plaintiff's requests for declaratory and injunctive relief requires an underlying finding of liability there can be no relief. Mr. Gunnerson adopted arguments made by Mr. Devoy and made three points: there is no easement for view or privacy recognized in Nevada; the one-third acre of bare land was a bare lot and not a part of the golf course; and the only use Plaintiff's use of that property would be to protect view and privacy. Argument that no genuine issues of material fact exist as the golf course is still the center of the community and no easement existed. Argument by Ms. Hanks in opposition that there are expressed and implied restrictive covenants which limits what a property owner can do with their property thereby maintaining the value of the property that Plaintiff purchased and the expectation that that the surrounding area would remain the same. These are issues of fact for the jury to determine. COURT ORDERED, matter UNDER SUBMISSION, ORDER WILL ISSUE from Chambers, and matter SET for Decision on Court Chamber Calendar.

DEFENDANTS' MACDONALD HIGHLANDS, MICHAEL DOIRON AND FHP VENTURES' MOTION FOR SUMMARY JUDGMENT - Mr. Gunnerson requested that as to the view ad privacy easement portion of their motion, was previously addressed. Argument that the case is ripe for summary adjudication at this time as the Rosenberg's purchased the property "as is," signed a Purchase Agreement, failed to research public records/zoning maps, and waived claims against the broker or their agents. Ms. Hanks argued in opposition that Plaintiff did not waive any defects as to the surrounding area/golf course and did not have knowledge of material facts as to any change in zoning which should have been disclosed and is a question for the jury to determine. Further Doiron and McDonald Realty had a duty to correct any misrepresentations made on the seller's disclosure form. COURT ORDERED, matter UNDER SUBMISSION, ORDER WILL ISSUE from Chambers, and matter SET for Decision on Court Chamber Calendar.

6/29/15 CHAMBERS - DEFENDANT SHAHIN SHANE MALEK'S MOTION FOR SUMMARY JUDGMENT // DEFENDANTS' MACDONALD HIGHLANDS, MICHAEL DOIRON AND FHP VENTURES' MOTION FOR SUMMARY JUDGMENT

7/15/15 9:00 AM STATUS CHECK: RESET TRIAL DATE

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

## Breach of Contract

# COURT MINUTES

**June 29, 2015**

A-13-689113-C      Frederic and Barbara Rosenberg Living Trust, Plaintiff(s)  
vs.  
Bank of America, Defendant(s)

June 29, 2015 3:00 AM All Pending Motions

**HEARD BY:** Cory, Kenneth                      **COURTROOM:** RJC Courtroom 16A

**COURT CLERK:** Michele Tucker

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

## JOURNAL ENTRIES

- ALL PENDING

Based on the arguments raised in Defendants' briefing, the COURT ORDERS, Defendants' MacDonald Highlands, Michael Doiron and FHP Ventures' Motion for Summary Judgment GRANTED. Counsel for Defendants are to prepare the order, which must include findings of facts and conclusions of law and distribute a copy to all parties.

Based on the arguments raised in Defendant Malek's briefing, the COURT ORDERS, Defendant Shahin Shane Malek's Motion for Summary Judgment GRANTED IN PART and DENIED IN PART. The motion is GRANTED as to claims brought by Plaintiff and DENIED as to Defendant Malek's counterclaim for Slander of Title. Counsel for Defendant Malek is to prepare the order, which must include findings of facts and conclusions of law and distribute a copy to all parties.

CLERK'S NOTE: The above minute order has been distributed to: John Randall Jones, Esq., and Preston Rezaee, Esq. via e-mail. /mlt

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**July 06, 2015**

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A-13-689113-C      Frederic and Barbara Rosenberg Living Trust, Plaintiff(s)  
vs.  
Bank of America, Defendant(s)

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**July 06, 2015      3:00 AM      Motion to Amend  
Complaint**

**HEARD BY:** Cory, Kenneth

**COURTROOM:** RJC Courtroom 16A

**COURT CLERK:** Michele Tucker

**RECORDER:** Lisa Lizotte

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- After reviewing all related motions, oppositions, and replies, the Court finds that a motion under NRCP 15(b) is not appropriate. Further, under NRCP 15(a) the Court finds that the proposed claims would be futile as they fall under the preview of NRS 38.310. Accordingly, COURT ORDRED Plaintiff's Motion to Amend Complaint to Conform to Evidence DENIED. The Plaintiffs may refile an appropriate NRCP 15(a) motion after exhausting all required remedies under NRS 38.310. Mr. Brenner to prepare the Order.

CLERK'S NOTE: The above minute order has been distributed to: Karen Hanks, Esq., Spencer Gunnerson, Esq., Preston Rezaee, Esq., and Darren Brenner, Esq. via e-mail. /mlt



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**July 29, 2015**

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A-13-689113-C      Frederic and Barbara Rosenberg Living Trust, Plaintiff(s)  
vs.  
Bank of America, Defendant(s)

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**July 29, 2015**

**9:00 AM**

**Status Check: Reset Trial  
Date**

**HEARD BY:** Cory, Kenneth

**COURTROOM:** RJC Courtroom 16A

**COURT CLERK:** Michele Tucker

**RECORDER:** Lisa Lizotte

**REPORTER:**

**PARTIES**

**PRESENT:**      Carter, Matthew S.      Attorney  
DeVoy, James M.      Attorney  
Hanks, Karen      Attorney  
Shevorski, Steven G.      Attorney

**JOURNAL ENTRIES**

- Colloquy regarding last hearing. COURT ORDERED, Trial Date SET. COURT FURTHER ORDERED, all Dispositive Motion due February 22, 2016 and Motions in Limine due May 6, 2016.

6/9/16 9:00 AM PRETRIAL CONFERENCE

6/27/16 10:00 AM JURY TRIAL

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**September 21, 2015**

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A-13-689113-C      Frederic and Barbara Rosenberg Living Trust, Plaintiff(s)  
vs.  
Bank of America, Defendant(s)

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**September 21, 2015      3:00 AM      All Pending Motions**

**HEARD BY:** Cory, Kenneth      **COURTROOM:** RJC Courtroom 16A

**COURT CLERK:** Michele Tucker

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- DEFENDANT MACDONALD HIGHLANDS REALTY LLC'S MOTION FOR CERTIFICATION  
PURSUANT TO NRCP 54(B)...PLAINTIFF'S MOTION TO RETAX AND SETTLE MEMORANDUM  
OF COSTS AND DISBURSEMENTS

PLAINTIFF'S MOTION TO RETAX AND SETTLE MEMORANDUM OF COSTS AND  
DISBURSEMENTS heard and DENIED AS MOOT on 10/22/15 oral calendar.

COURT ORDERED, Defendant Macdonald Highlands Realty LLC's Motion For Certification  
Pursuant To NRCP 54(B) GRANTED. Mr. Gunnerson to prepare the Order and distribute to all  
parties.

CLERK'S NOTE: The above minute order has been distributed to: Spencer Gunnerson, Esq. via e-  
mail. /mlt

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**October 22, 2015**

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A-13-689113-C      Frederic and Barbara Rosenberg Living Trust, Plaintiff(s)  
vs.  
Bank of America, Defendant(s)

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**October 22, 2015      1:30 PM      All Pending Motions**

**HEARD BY:** Cory, Kenneth      **COURTROOM:** RJC Courtroom 16A

**COURT CLERK:** Michele Tucker

**RECORDER:** Lisa Lizotte

**REPORTER:**

**PARTIES**

**PRESENT:**      Carter, Matthew S.      Attorney  
DeVoy, James M.      Attorney  
Gilbert, Jacqueline      Attorney  
Hanks, Karen      Attorney

**JOURNAL ENTRIES**

- ALL PENDING

DEFENDANT SHAHIN MALEK'S MOTION FOR ATTORNEY FEES AND COSTS:

Court noted it had not received an opposition. Ms. Hanks advised a copy had been provided to chambers today. Mr. DeVoy advised he had not seen a copy of the opposition and requested the Motion be granted. COURT ORDERED, Motion CONTINUED.

CONTINUED TO: 12/1/15 9:00 AM

DEFENDANT MACDONALD HIGHLAND REALTY, LLC AND FHP VENTURES MOTION FOR ATTORNEYS' FEES AND COSTS:

Following arguments by counsel, COURT ORDERED, Fees GRANTED in the amount of \$120,315.00; Costs CONTINUED to this Court's Chamber Calendar.

CONTINUED TO: 11/9/15 CHAMBERS

PLAINTIFF'S MOTION TO RETAX AND SETTLE MEMORANDUM OF COSTS AND  
DISBURSEMENTS:

COURT ORDERED, Motion DENIED AS MOOT.

CLERK'S NOTE: Minutes corrected to include the continued hearing dates (which were given in  
Court). /mlt

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**November 09, 2015**

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A-13-689113-C      Frederic and Barbara Rosenberg Living Trust, Plaintiff(s)  
vs.  
Bank of America, Defendant(s)

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**November 09, 2015      3:00 AM      Motion for Attorney Fees  
and Costs**

**HEARD BY:** Cory, Kenneth      **COURTROOM:** RJC Courtroom 16A

**COURT CLERK:** Michele Tucker

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- The Court previously granted Defendant MacDonald Highland Realty, LLC and FHP Ventures Motion for Attorneys' Fees and continued the matter as to Costs. COURT ORDERED, Motion GRANTED as to costs.

CLERK'S NOTE: The above minute order has been distributed to: Jacqueline Gilbert, Esq., Karen Hanks, Esq., Preston Rezaee, Esq., and Matthew Carter, Esq. via e-mail. /mlt

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**December 01, 2015**

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A-13-689113-C	Frederic and Barbara Rosenberg Living Trust, Plaintiff(s)
	vs.
	Bank of America, Defendant(s)

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<b>December 01, 2015</b>	<b>9:00 AM</b>	<b>Motion for Attorney Fees and Costs</b>
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**HEARD BY:** Cory, Kenneth

**COURTROOM:** RJC Courtroom 16A

**COURT CLERK:** Michele Tucker

**RECORDER:** Lisa Lizotte

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	DeVoy, James M.	Attorney
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**JOURNAL ENTRIES**

- Mr. DeVoy stated this was his second time here for this motion. The first time the motion was continued to review and reply to the opposition and the date and time were agreed to by both parties; this time there is no appearance by counsel. Mr. DeVoy argued as to the fees and costs incurred by his client do to this litigation. Court inquired as to how much time was spent here this morning. Mr. DeVoy advised 1.8 billable hours. Statements by the Court. COURT ORDERED, Defendant Shahin Malek's Motion for Attorney Fees and Costs GRANTED; fees GRANTED from April 16, 2015 forward and fees for appearing today 12/1/15. All costs GRANTED. Mr. DeVoy to prepare the Order.

CLERK'S NOTE: The above minute order has been distributed to: Karen Hanks, Esq. and Jacqueline Gilbert, Esq. via e-mail. /mlt



**EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE**  
**NOTICE OF DEFICIENCY**  
**ON APPEAL TO NEVADA SUPREME COURT**

**HOWARD C. KIM, ESQ.**  
**1055 WHITNEY RANCH DRIVE, SUITE 110**  
**HENDERSON, NV 89014**

**DATE: December 11, 2015**  
**CASE: A689113**

**RE CASE:** THE FREDRIC AND BARBARA ROSENBERG LIVING TRUST vs. BANK OF AMERICA, N.A.; BAC HOME LOANS SERVICING, LP; MACDONALD HIGHLANDS REALTY, LLC; MICHAEL DOIRON; SHAHIN SHANE MALEK; THE FOOTHILLS PARTNERS

NOTICE OF APPEAL FILED: December 9, 2015

**YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.**

PLEASE NOTE: DOCUMENTS **NOT** TRANSMITTED HAVE BEEN MARKED:

- ☒ \$250 – Supreme Court Filing Fee (Make Check Payable to the Supreme Court)\*\*
  - If the \$250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.
- ☐ \$24 – District Court Filing Fee (Make Check Payable to the District Court)\*\*
- ☒ \$500 – Cost Bond on Appeal (Make Check Payable to the District Court)\*\*
  - NRAP 7: Bond For Costs On Appeal in Civil Cases
- ☐ Case Appeal Statement
  - NRAP 3 (a)(1), Form 2
- ☐ Order
- ☐ Notice of Entry of Order

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NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:

"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. **The district court clerk shall apprise appellant of the deficiencies in writing**, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (e) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

*Please refer to Rule 3 for an explanation of any possible deficiencies.*

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**\*\*Per District Court Administrative Order 2012-01, in regards to civil litigants, "...all Orders to Appear in Forma Pauperis expire one year from the date of issuance." You must reapply for in Forma Pauperis status.**

# Certification of Copy

State of Nevada }  
County of Clark } SS:

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

NOTICE OF APPEAL; CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; FINDINGS OF FACT, CONCLUSIONS OF LAW, AND JUDGMENT REGARDING DEFENDANTS MACDONALD HIGHLANDS REALTY, LLC, MICHAEL DOIRON, AND FHP VENTURES' MOTION FOR SUMMARY JUDGMENT; NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW, AND JUDGMENT REGARDING DEFENDANTS MACDONALD HIGHLANDS REALTY, LLC, MICHAEL DOIRON, AND FHP VENTURES' MOTION FOR SUMMARY JUDGMENT; ORDER (1) GRANTING MOTION FOR ATTORNEY FEES AND COSTS AND (2) GRANTING MOTION TO RE-TAX COSTS; NOTICE OF ENTRY OF ORDER (1) GRANTING MOTION FOR ATTORNEY FEES AND COSTS AND (2) GRANTING MOTION TO RE-TAX COSTS; ORDER GRANTING DEFENDANTS' MOTION FOR CERTIFICATION PURSUANT TO NRCP 54(B); NOTICE OF ENTRY OF ORDER GRANTING DEFENDANTS' MOTION FOR CERTIFICATION PURSUANT TO NRCP 54(B); DISTRICT COURT MINUTES; NOTICE OF DEFICIENCY

THE FREDRIC AND BARBARA  
ROSENBERG LIVING TRUST,

Plaintiff(s),

vs.

BANK OF AMERICA, N.A.; BAC HOME  
LOANS SERVICING, LP; MACDONALD  
HIGHLANDS REALTY, LLC; MICHAEL  
DOIRON; SHAHIN SHANE MALEK; THE  
FOOTHILLS PARTNERS,

Defendant(s),

Case No: A689113

Dept No: I

now on file and of record in this office.



**IN WITNESS THEREOF**, I have hereunto  
Set my hand and Affixed the seal of the  
Court at my office, Las Vegas, Nevada  
This 11 day of December 2015.

Steven D. Grierson, Clerk of the Court

*Mary Kielty*

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Mary Kielty, Deputy Clerk