

ND. 69889

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CASE NO.: 11-CV-0296

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THE NINTH JUDICIAL DISTRICT COURT OF NEVADA

FILED

IN AND FOR THE COUNTY OF DOUGLAS

MAR 03 2016

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

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

Plaintiffs,

v.

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

Defendants.

~~AMENDED AND SUPPLEMENTAL
NOTICE OF APPEAL~~

NOTICE IS HEREBY GIVEN THAT Plaintiffs, PEGGY CAIN, JEFFREY CAIN, and
HELI OPS INTERNATIONAL, LLC. (hereinafter collectively referred to as "the Cains") appeal
to the Nevada Supreme Court from the following Orders:

1. *Order Granting Attorney's Fees to Defendants Price and Shackelford* entered on
February 5, 2016, a copy of which is attached hereto as Ex. "1";
2. *Order Awarding Defendants Price and Shackelford's Costs and Denying
Plaintiffs' Motion to Retax Costs* entered on February 10, 2016, a copy of which is attached hereto

as Ex. "2"; and

MAR 03 2016

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
DEPUTY CLERK

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

16-06942

3. *Order Granting Motion to Quash Subpoenas, For Protective Order and For Sanctions* entered on February 10, 2016, a copy of which is attached hereto as **Ex. "3"**.

This notice amends and supplements the appeal already on file in this case, presently docketed in the Nevada Supreme Court as Case No. 69333.

Dated this 23rd day of February 2016.

MATUSKA LAW OFFICES, LTD.

By:

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

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

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Matuska Law Offices, Ltd., and that on the 24th day of February 2016, I served a true and correct copy of the preceding document entitled **AMENDED AND SUPPLEMENTAL NOTICE OF APPEAL** as follows:

Richard A. Oshinski, Esq. Mark Forsberg, Esq. Oshinski & Forsberg, Ltd. 504 East Musser Street, Suite 302 Carson City NV 89701	Robert L. Eisenberg Lemons Grundy & Eisenberg 6005 Plumas Street, Third Floor Reno, NV 89519
Attorneys for Defendants Richard Price and Mickey Shackelford	Attorneys for Plaintiffs Jeffrey Cain, Peggy Cain and HeliOps International, LLC
David Wasick P.O. Box 568 Glenbrook NV 89413	
Settlement Judge	

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

☐ **BY EMAIL ONLY:**

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

☐ **BY FACSIMILE:**

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

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



LIZ STERN, ALS

EXHIBIT 1

Order Granting Attorney's Fees 02/05/16
(Amended and Supplemental Notice of Appeal)

Order Granting Attorney's Fees 02/05/16
(Amended and Supplemental Notice of Appeal)

EXHIBIT 1

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FEB -5 2016

FILED

1 Case No. 11-CV-0296

2 Dept. No. II

Douglas County
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CLERK

MR. BIAGGINI DEPUTY

3
4
5
6 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
7 IN AND FOR THE COUNTY OF DOUGLAS

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

14 Plaintiffs,

15 vs.

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

26 Defendants.

ORDER GRANTING ATTORNEY'S FEES
TO DEFENDANTS PRICE AND
SHACKELFORD

27 THIS MATTER comes before the Court on *Defendants' Price and*
28 *Shackelford's Motion for Attorney's Fees* filed on November 25,
2015. The motion is ripe for consideration.

29 This litigation regards a joint venture agreement between
30 Heli Ops International and C4 Worldwide and a subsequently
31 entered into settlement agreement. Plaintiffs have been at
32 liberty over the course of the past four years to direct their
33 lawsuit. Plaintiffs have secured \$20,000,000 in default

1 judgments against C4 Worldwide, Inc., and individual defendants
2 DR Rawson, Michael Kavanagh, Joe Baker and Jeffrey Edwards
3 premised upon the settlement agreement. Price and Shackelford,
4 directors/officers of C4, are the only remaining Defendants.

5 **Findings of Fact and Conclusions of Law**

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

12 On November 29, 2009, Heli Ops entered into a joint venture
13 agreement ("JVA") with C4. The JVA required Heli Ops to loan C4
14 \$1,000,000 USD. The funds were to be used by C4 as the capital
15 to acquire and then leverage Collateralized Mortgage Obligations
16 ("CMO") with a face value of "up to \$1,000,000,000 USD."

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

26 On the same day the JVA was entered into, and in conjunction
27 therewith, C4 and Heli Ops executed a Promissory Note and
28 Security Interest in the CMO ("Promissory Note"). The Promissory

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

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

12 On March 1, 2010, a document entitled *Settlement Agreement*
13 *and Release of All Claims* ("SA") was executed by Heli Ops and C4
14 with Jeffrey Cain, Peggy Cain and DR Rawson joining in their
15 individual capacities. Price and Shackelford were not parties to
16 the SA.

17 The SA begins with the following statement of intent:

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

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

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

28 Section 1 of the SA, entitled "CONSIDERATION" states in

1 relevant part:

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

7 Consistent with the JVA, section 1.2 requires that C4 assign
8 a 49% interest in the CMO's to the Cains. Upon payment of the
9 \$20,000,000 plus interest, the SA and JVA require the Cains to
10 transfer their 49% ownership interest in the CMO's back to C4.

11 Section 2 of the SA, entitled "RELEASE" states in relevant
12 part:

13 2.1 The Cains...and all other affiliated persons, firms
14 or corporations, hereby fully and forever releases and
15 discharges C4 WorldWide, from any and all claims that
16 exist arising out of C4 WorldWide's financial
17 misfortunes and resultant inability to timely pay the
18 Promissory Note and Security Interest in CMO Securities
19 dated November 29, 2009 (a true and correct copy of
20 which is attached hereto as Exhibit A and is
21 incorporated herein by reference). Such release covers
22 the Cains...hereby fully and forever release and
23 discharge C4 WorldWide, its successors, predecessors,
parents, assigns, agents, employees, officers,
directors, insurers, and all other affiliated persons,
firms or corporations, of and from any and all past,
present and future claims, demands, obligations, causes
of action for damages of any kind, known and unknown,
the basis of which now exist or hereafter may become
manifest that are directly or indirectly related to the
facts in any of the claims of any kind asserted against
or which could have been asserted in any of the claims.

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

26 3.1 The parties expressly acknowledge and agree that
27 the Release set forth in Section 2 is a general release
of the matters described above.

28 ...

1 3.3 The parties expressly acknowledge and agree that
2 the purpose and effect of this Agreement is to fully
3 and forever resolve all issues relating to claims
4 arising out of and which could be asserted in this case
5 and that no party will pursue the other for anything
6 relating in any way to the claims being released.

7 3.4 The parties expressly acknowledge and agree that
8 the terms of this Agreement are contractual in nature
9 and not merely a recital.

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

17 Over the next four years the landscape of the case shifted
18 through four different complaints and many motions. The
19 Plaintiffs obtained default judgments against C4, Rawson,
20 Kavanagh and Edwards for \$20,000,000 under the SA.

21 On July 28, 2015, the Court granted partial judgment on the
22 pleadings in favor of Baker, Price and Shackelford. The Court
23 held that given the release provision of the SA, Plaintiffs
24 cannot, as a matter of law, enforce the SA against Price and
25 Shackelford, non-party beneficiaries to the SA. However, based
26 upon limited language in the TAC wherein Plaintiffs seemingly
27 contest the validity of the SA, the Court stated:

28 As already indicated, the allegation in the TAC that the
Settlement Agreement was illusory could form the basis to
set aside the Settlement Agreement in its entirety,
including the Release. In which case, Plaintiffs could
pursue personal liability under the Joint Venture Agreement
on the theory of alter ego. Material issues of fact thus
exists that prevent a determination with respect to the

1 enforceability of the Release on those portions of the
2 remaining claims for Relief relating to the Joint Venture
3 Agreement.

4 *Order Granting in Part Defendant Joe Baker's Motion for Judgment*
5 *on the Pleadings and Denying Plaintiff's Cross-Motion for*
6 *Judgment on the Pleadings, p. 12, lines 5-14, filed July 28,*
7 2015.

8 Subsequent to the July 28, 2015, Order, Baker was dismissed
9 out of the case at the joint request of Plaintiffs and Baker,
10 leaving Price and Shackelford as the only remaining Defendants.
11 Price and Shackelford moved for summary judgment on the basis
12 that Plaintiffs should be precluded from seeking rescision of the
13 SA and its sweeping release provision.

14 In opposing the motion, Plaintiffs finally, after four years
15 of litigation, made it clear that they never intended to seek
16 rescision of the SA. Specifically, Plaintiffs stated, "Rescision
17 does not apply to this case, as Baker has never offered to
18 restore the Cain's to their former position. Hence, the
19 Settlement Agreement cannot be rescinded and the correct course
20 of action was for the Cains to sue for money damages, which they
21 have done." Plaintiffs' Opposition, page 6, lines 17-21.

22 This clarification by Plaintiffs removed the material issue
23 that had previously deterred the Court from granting complete
24 judgment on the pleadings in favor of Price, Shackelford and
25 Baker. It also meant that all remaining parties, Plaintiffs
26 included, acknowledged the validity of the SA.

27 This led the Court to conclude, "as a matter of law, from
28 the clear and unambiguous terms of the Settlement Agreement and
29 Release of All Claims, that Plaintiffs bargained for the

1 liability of C4 and Rawson to the tune of \$20,000,000 plus
2 interest in return for the general and sweeping release of the
3 likes of Price and Shackelford, non-parties to the JVA. The
4 release preempts all of the claims in Plaintiffs' TAC against
5 Price and Shackelford. Construing the SA in such a manner is
6 consistent with the clear and unambiguous terms of the SA, and
7 requires no inferences or reading into of terms." November 2015
8 *Order Granting Summary Judgement.*

9 Through the Court's July 28, 2015, *Order Granting Partial*
10 *Summary Judgment* and November 5, 2015, *Order Granting Summary*
11 *Judgment*, Price and Shackelford became "prevailing parties"
12 pursuant to NRS 18.010. *MB America, Inc., v. Alaska Pacific*
13 *Leasing Co.*, 132 Nev.Adv.Op. 8, (February 4, 2016). Price and
14 Shackelford now request attorney's fees under three different
15 theories: (1) Attorney's fees as a condition of the SA; (2) NRCP
16 68 and NRS 17.115; and (3) NRS 18.010(2)(b). Because the Court
17 exercises its discretions to award of attorney's fees to Price
18 and Shackelford pursuant to NRS 18.010(2)(b), the Court does not
19 reach the merits of the remaining alternative theories.

20 **NRS 18.010(2)(b)**

21 A court has discretion to allow attorney's fees to a
22 prevailing party:

23 Without regard to the recovery sought, when the court
24 finds that the claim...of the opposing party was
25 brought or maintained without reasonable grounds or to
26 harass the prevailing party. The court shall liberally
27 construe the provisions of this paragraph in favor of
28 awarding attorney's fees in all appropriate situations.
It is the intent of the Legislature that the court
award fees pursuant to this paragraph...in all
appropriate situations...

28 NRS 18.010(2)(b).

1 The Court does not fault Plaintiffs, who were not paid under
2 either the JVA or the SA, for seeking legal recourse. That
3 Plaintiffs achieved success against many of the Defendants
4 demonstrates legitimacy of their dispute and general good faith.
5 Through the current motion, however, the Court is tasked with
6 reviewing Plaintiffs action as it relates specifically to
7 prevailing Defendants Price and Shackelford.

8 Like all plaintiffs, Plaintiffs herein were at liberty to
9 craft their lawsuit in the sense of what theories to raise and
10 against whom to raise them. In so doing, Plaintiffs were aware
11 of and party to the operative documents, i.e., the JVA and SA,
12 the material terms of which this Court has found to be clear and
13 unambiguous. Plaintiffs attached the SA to the TAC.

14 Amongst the decisions for Plaintiffs to make in crafting
15 their lawsuit, was whether to seek relief pursuant to the SA
16 (\$20,000,000 generally), the JVA (\$1,000,000 generally), or both.
17 In so deciding, the SA provided clear and unambiguous notice to
18 Plaintiffs that if the SA was deemed to be valid and enforceable,
19 the tremendous upside to Plaintiffs (\$20,000,000 liability for C4
20 and Rawson), came at the cost of releasing Price and Shackelford.

21 Of course, Plaintiffs also controlled who to name as
22 defendants. In all versions of Plaintiff's Complaint, through
23 and including the TAC, Plaintiffs made claims against C4 as well
24 as C4's directors/officers in their individual capacities,
25 including Price and Shackelford.

26 Plaintiffs' TAC was equivocal regarding whether Plaintiffs's
27 were arguing for or against the validity of the SA. For
28 instance, Plaintiffs claimed that the SA had been breached by

1 Defendants while also claiming that the SA was illusory.

2 Recognizing and respecting Plaintiffs' discretion to frame
3 their case and raise various and alternative claims for relief,
4 Plaintiffs were given every opportunity by the Court over four
5 years of litigation to drive their case. During that time,
6 Plaintiffs generally focused on the big prize, that being C4's
7 \$20,000,000 obligation, but did not disavow or retract their
8 claim that the SA was illusory nor withdraw their claims against
9 Price and Shackelford (even after Plaintiffs were successful in
10 enforcing the SA against C4 and Rawson).

11 While Plaintiffs' pursuit of damages against C4 and Rawson
12 under the SA was not surprising or unreasonable, the same cannot
13 be said of Plaintiffs' pursuit of Price and Shackelford under the
14 SA. Plaintiffs maintained that Price and Shackelford were liable
15 to Plaintiffs for \$20,000,000 under the SA, even though Price and
16 Shackelford were not parties to the SA and were clearly the
17 beneficiary of the SA's release.

18 In essence, Plaintiffs sought to enforce the aspects of the
19 SA beneficial to Plaintiffs, \$20,000,000, while ignoring the
20 required release. This prompted the Court's July 28, 2015, Order
21 wherein the Court stated the obvious: As a matter of law, Price
22 and Shackelford cannot be held liable under the SA as they were
23 not parties to the SA but were beneficiaries of its clear and
24 unambiguous release provision.

25 The Court left unaffected Plaintiffs ability to claim that
26 the SA was subject to rescission or was otherwise unenforceable,
27 thereby voiding the release of Price and Shackelford. In
28 responding to Price and Shackelford's *Motion for Summary*

1 Judgment, however, Plaintiffs finally, after four years of
2 litigation, made it patently clear that they have no desire to
3 void the SA (not surprising since doing so would frustrate
4 Plaintiffs' pursuit of the attenuate \$20,000,000 obligation of C4
5 and Rawson).

6 Remarkably, however, Plaintiffs never released Price and
7 Shackelford from the lawsuit nor did Plaintiffs amend the TAC to
8 remove the claim that the SA was illusory. Plaintiffs' position
9 prompted the Court's November 2015 *Order Granting Summary*
10 *Judgment* wherein the Court, once again, stated the obvious: As a
11 matter of law, if the SA is valid and enforceable, Price and
12 Shackelford must be released from all claims.

13 It is now clear to the Court that Plaintiffs never intended
14 to argue, as an alternative theory or otherwise, against the
15 enforceability of the SA despite language in the TAC (and prior
16 versions of the Complaint) to the contrary and despite
17 Plaintiffs' pursuit of Price and Shackelford. Rather, Plaintiffs
18 always insisted that they should reap the benefits of the SA
19 while being impervious to the required release of Price and
20 Shackelford. Plaintiffs' position was unreasonable from the
21 inception of the lawsuit through the granting of summary
22 judgment.

23 Accordingly, given the clarity of the release provision of
24 the SA, as well as its other material terms, the Court finds that
25 Plaintiffs' claims against Price and Shackelford were brought and
26 maintained without reasonable ground. NRS 18.010(2)(b). That
27 Plaintiffs never produced evidence that Price or Shackelford made
28 a false representation or suppressed a material fact which in

1 turn induced Plaintiffs to enter into either the JVA or the SA, a
2 point admitted to by Jeffrey Cain in his deposition, only
3 bolsters this finding.

4 The Court pays heed to the clearly stated legislative intent
5 regarding awarding attorney's fees in such circumstances, and
6 exercises its discretion to award Price and Shackelford
7 reasonable attorney's fees. In analyzing the reasonableness of
8 the requested fees, the Court has considered the following
9 factors without giving any singular factor undue weight: (1) The
10 qualities of the advocate; (2) The character of the work done;
11 (3) The work actually performed by the lawyer; and (4) The result
12 obtained. *Brunzell v. Golden Gate National Bank*, 85 Nev. 345,
13 349-350, 455 P.2d 31 (1969).

14 Price and Shackelford jointly retained Oshinski & Forsberg,
15 Ltd, to represent them in this matter. Price and Shackelford
16 have provided sufficient proof that they incurred legal fees in
17 defending this action through summary judgment at a rate of
18 \$350.00 per hour for a total of \$95,843.56.

19 The Court finds that the rate per hour of legal services
20 charged by Oshinski & Forsberg, Ltd., \$350, is reasonable
21 considering the experience of counsel, the nature of the case,
22 Mr. Forsberg's averment that the rate is within the range of fees
23 charged by other attorneys in the community and the Court's
24 knowledge of the same.

25 The Court finds that the amount of hours spent by Oshinski &
26 Forsberg, Ltd., in defending this matter through summary
27 judgement was likewise reasonable. Four years of litigation at a
28 total cost of \$95,843.56 representing two clients (\$47,921.78

1 each), is not unreasonable, particularly considering how hard
2 this case was fought and the number and complexity of motions
3 both filed and opposed.

4 That the result for Price and Shackelford could not have
5 been better is a testament to the quality of work performed.
6 Plaintiffs' contend that the attorney's fee award should be
7 limited to time spent on the motion providing the ultimate
8 result, i.e., the *Motion for Summary Judgment*, because the result
9 achieved by Price and Shackelford could have been achieved
10 earlier. While that argument may be taken and an acknowledgment
11 by Plaintiffs that their maintenance of the lawsuit against Price
12 and Shackelford was unreasonable in its inception, it it does not
13 provide a compelling reason to reduce the award of attorney's
14 fees.


15 The Court does not find fault in the resilient and
16 aggressive efforts of Price and Shackelford to defend against a
17 \$20,000,000 claim under an SA that they were not parties to that
18 purported to grant them a complete release of liability. There
19 is no indication that Price and Shackelford had clairvoyance at
20 the beginning of the lawsuit regarding the granting of summary
21 judgment and, knowing the same, maliciously dragged out the
22 litigation for four years so as to increase the amount of money
23 owed to counsel. It is Plaintiffs who chose to pursue Price and
24 Shackelford for four years despite the SA's clear and unambiguous
25 release provision. It is also Plaintiffs who chose,
26 unreasonably, to reject reasonable offers of judgement even after
27 they had successfully enforced the SA against C4 and Rawson.

28 Having weighed all of the *Brunzell* factors, the Court finds

1 that Price and Shackelford's request for attorney's fees is
2 reasonable as is the amount requested. The Court exercises its
3 discretion to award the requested fees of \$95,843.56. Good cause
4 appearing,

5 IT IS HEREBY ORDERED that Defendants' Price and
6 Shackelford's Motion for Attorney's Fees is **GRANTED**. Plaintiffs
7 are ordered to pay Defendant Price and Shackelford's attorney's
8 fees in the amount of \$95,843.56 to Oshinski & Forsberg, Ltd.

9 Dated this 5th day of February, 2016.

10
11 
12 THOMAS W. GREGORY
13 DISTRICT COURT JUDGE

14 Copies served by mail this 5 day of February, 2016, to:

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

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

23
24
25
26
27
28 
Vicki Barrett

EXHIBIT 2

Order Awarding Costs 02/10/16
(Amended and Supplemental Notice of Appeal)

Order Awarding Costs 02/10/16
(Amended and Supplemental Notice of Appeal)

EXHIBIT 2

RECEIVED

Case No. 11-CV-0296

FEB 10 2016

Dept. No. II

2016 FEB 10 AM 8:43

M. BIAGGINI
CLERK

IN THE NINTH JUDICIAL DISTRICT COURT OF NEVADA

IN AND FOR THE COUNTY OF DOUGLAS

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

Plaintiffs,

vs.

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

Defendants.

**ORDER AWARDING
DEFENDANTS PRICE AND
SHACKELFORD'S COSTS
AND DENYING PLAINTIFFS'
MOTION TO RETAX COSTS**

This matter is before the Court on Defendants Richard Price and Mickey Shackelford's Verified Memorandum of Costs and Plaintiffs' Motion to Retax Costs. The Court has reviewed the motion, the opposition and reply thereto and finds as follows.

Plaintiffs objected to the Verified Memorandum of Costs, generally asserting that the Memorandum did not comply with NRS 18.110 because it failed to sufficiently identify how the claimed costs were necessary to and incurred in the present action as required by the statute. Plaintiffs also asserted that Price and Shackelford were attempting to recover costs they did not incur or

1 alternatively were attempting to recover on behalf of former defendant Joe Baker, who was dismissed
2 by stipulation of the Plaintiffs after reaching a settlement with Baker.

3 In their Reply, Price and Shackelford cured any perceived deficiency in the Verified
4 Memorandum of Costs. Counsel for Price and Shackelford submitted an affidavit establishing that his
5 clients had agreed with Baker to share in the costs of depositions and the expert witness retained by the
6 Defendants and that as a result of the agreement, Price, Shackelford and Baker each were responsible
7 for one-third of the costs incurred for depositions and the expert. As a result of the agreement, Price
8 and Shackelford together are responsible for two-thirds of the cost of depositions and one transcript of
9 the depositions of Plaintiff Jeffrey Cain and witnesses Kerry Rucker, Dan Witt and William Parker and
10 for two-thirds of the costs incurred to retain an expert witness, Arun Upadhyay, whose expert testimony
11 was to be offered to address various issues and principles of corporate governance and to explain to the
12 jury the legitimacy of collateralized mortgage obligations and how they are traded and tracked -- all
13 issues central to the claims advanced by Plaintiffs in this case.

14 Price and Shackelford also provided more detailed billing records documenting the amounts for
15 which they were responsible pursuant to the agreement. Price and Shackelford seek only those costs
16 for which they were obligated by their agreement with Baker.

17 NRS 18.005 identifies costs that may be recovered by prevailing parties under NRS 18.020.
18 The costs that may be recovered include the costs sought by Price and Shackelford. NRS 18.005
19 identifies as costs at subsection (1) clerk's fees; (2) reporter's fees for depositions, including a reporter's
20 fee for one copy of each deposition; (5) reasonable fees of not more than five expert witnesses in an
21 amount of not more than \$1,500 for each witness, unless the court allows a larger fee after determining
22 that the circumstances surrounding the expert's testimony were of such necessity as to require the larger
23 fee; and (15) reasonable costs for travel and lodging incurred taking depositions and conducting
24 discovery. NRS 18.005(17) provides that "costs" also includes "any other reasonable and necessary
25 expense incurred in connection with the action. . ."

26 NRS 18.020 provides that costs "must be allowed of course to the prevailing party against any
27 adverse party against whom judgment is rendered, in the following cases: . . . (3) In an action for the
28 recovery of money or damages, where the plaintiff seeks to recover more than \$2,500. . ."

1 Here, Price and Shackelford are the prevailing parties. This court held in its order granting
2 summary judgment that the release executed by Plaintiffs was broad enough to reach all of the claims
3 in the Third Amended Complaint. Plaintiffs thus could not succeed on any of their claims and Price
4 and Shackelford prevailed as to each claim. The Third Amended Complaint sought the recovery of
5 money damages in excess of the \$2,500 threshold set forth in the statute. Therefore, costs must be
6 awarded "of course" to Price and Shackelford.

7 Price and Shackelford have properly documented the costs that must be allowed in their
8 Memorandum of Costs and in their Opposition to the Motion to Retax Costs by providing not only
9 affidavits but bills from court reporters and the expert witness that establish their obligation to pay such
10 costs. Therefore, they have met the statutory requirements and the mandate of the Nevada Supreme
11 Court in *Bobby Berosini, Ltd. v. People for the Ethical Treatment of Animals*, 114 Nev. 1348 (1998)
12 and *Cadle Co. v. Woods & Erickson, LLP*, 131 Nev. Adv. Op. 15 (2015). Price and Shackelford have
13 established that awarding the costs set forth in their Memorandum of Costs are well within the discretion
14 of this Court to award and are those authorized by NRS 18.

15 In the exercise of its discretion, the Court also finds that the fee of the expert witness is justified
16 under NRS 18.005(5), because the circumstances surrounding the expert's testimony were of such
17 necessity as to require a fee in excess of \$1,500. The claims in this case presented complicated issues
18 of corporate governance involving whether some or all of the defendants were in such control of the
19 corporation so as to allow piercing of the corporate veil, and it involved collateralized mortgage
20 obligations, a form of financial investment far beyond the knowledge of a lay jury. The Court finds
21 that the testimony of the expert was necessary to the defense of theories of liability raised in the Third
22 Amended Complaint and in extensive motion practice. Therefore, the fee of \$3,250 for the expert is
23 justified under the circumstances.

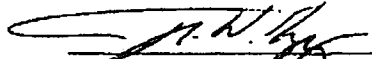
24 The remaining costs also were reasonable and permitted by the statute, either by express
25 definition or as other reasonable and necessary expenses incurred in connection with the action as
26 allowable under NRS 18.005.

27 Therefore, it is the order of the Court that the costs in the amount of \$7,729.20 properly
28 documented in Price and Shackelford's Memorandum of Costs are awarded and shall be paid by

1 Plaintiffs to Price and Shackelford. Plaintiffs' Motion to Retax Costs is hereby denied.

2 IT IS SO ORDERED.

3 Dated this 10th day of February, 2016.


6 

7 THOMAS W. GREGORY
8 JUDGE OF DISTRICT COURT

9
10 Copies served by mail this 10 day of February, 2016, to:

11 Michael Matuska, Esq.
12 2310 South Carson Street, #6
13 Carson City, Nevada 89701

14 Richard A. Oshinski, Esq.
15 Mark Forsberg, Esq.
16 Oshinski & Forsberg, Ltd.
17 504 E. Musser Street, Suite 302
18 Carson City, Nevada 89701

19 

20 Vicki Barrett
21
22
23
24
25
26
27
28

EXHIBIT 3

Order Granting Motion to Quash 02/10/16
(Amended and Supplemental Notice of Appeal)

Order Granting Motion to Quash 02/10/16
(Amended and Supplemental Notice of Appeal)

EXHIBIT 3

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FEB 10 2016

Douglas County
District Court Clerk

2016 FEB 10 AM 8:43

M. BIAGGINI DEPUTY

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

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

Plaintiffs,

vs.

ORDER GRANTING MOTION
TO QUASH SUBPOENAS, FOR
PROTECTIVE ORDER AND FOR
SANCTIONS

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

Defendants.

This matter is before the Court on a motion by Defendants Richard Price and Mickey Shackelford to quash subpoenas issued by Plaintiff's counsel after this Court dismissed this action in its entirety and after a notice of appeal of that dismissal was filed by Plaintiffs. The Court has considered the motion, the opposition and the reply and for the reasons set forth herein, the motion is granted.

This Court entered its order granting summary judgment in favor of the only remaining defendants in this case, Richard Price and Mickey Shackelford, on November 5, 2015. Plaintiffs filed

1 a notice of appeal on November 30, 2015. On December 28, 2015 Plaintiffs' counsel, Michael L.
2 Matuska, served Price and Shackelford and also a former defendant in the action, Joe Baker, with a
3 Notice of Subpoena Duces Tecum to be served on two third-party banks, Wells Fargo at an address in
4 Las Vegas, Nevada, and Bank of America at an address in Wilmington, Delaware. The Notice of
5 Subpoena and the subpoenas bear the caption of this Court, including the case and department numbers,
6 and were issued by Michael Matuska, Esq., counsel for Plaintiffs. The documents bear his electronic
7 signature and Nevada Bar number. The Notice of Subpoena, but not the subpoenas themselves, also
8 bear the name of a Texas attorney who is not licensed to practice law in the State of Nevada and has
9 not appeared *pro hac vice* in this case pursuant to Nevada Supreme Court Rule 42. The subpoenas
10 required that the requested documents be returned to the law office of Mr. Matuska, in care of a Texas
11 company.

12 Plaintiffs' counsel has conceded that these subpoenas were not issued in furtherance of
13 execution on a default judgment against any party against whom a default judgment was entered and
14 that the subpoenas are therefore not subject to the discovery provisions set forth in NRCP 69. Moreover,
15 Plaintiffs did not move this Court for leave to conduct any post-judgment discovery allowed by NRCP
16 27 to perpetuate testimony or seek this Court's order of the character provided for by NRCP 34,
17 including the for the issuance of subpoenas duces tecum.

18 The issuance of a subpoena, whether by the clerk of the court or an attorney acting as an officer
19 of the court, invokes the power of the court to act in a matter pending before the court. NRCP 45(a)(B)
20 requires that a subpoena state the title of the action, and the name of the court in which it is pending.
21 NRCP 45(a)(3) permits an attorney, as an officer of the court, to issue a subpoena "on behalf of the
22 court." Since this case has been dismissed, no action is pending before this Court and absent leave
23 granted by the Court, an officer of the court, including counsel for Plaintiffs, cannot issue a subpoena
24 invoking both the authority of the Court and purporting to act on its behalf.

25 Moreover, except as authorized by NRCP 27 or 69, a district court is without jurisdiction to act
26 on matters related to the merits of the case after dismissal. *Emerson v. Eighth Judicial Dist. Court*, 127
27 Nev. Adv. Op. 61 (2011), citing *Jeep Corp. v. District Court*, 98 Nev. 440 (1982). In addition, the
28 filing of a notice of appeal removes the district court's jurisdiction to determine any matters involved

1 in the appeal. *Fishman v. Las Vegas Sun, Inc.*, 75 Nev. 13 (1959).

2 *Emerson* held that a district court lacks jurisdiction after dismissal to consider matters related to
3 the merits of the case, but retains jurisdiction to consider collateral matters, and thus retains jurisdiction
4 to impose sanctions for attorney misconduct that occurred prior to dismissal. The Court also has
5 jurisdiction to consider motions for attorney's fees and other matters that have no bearing on the merits
6 of an appeal or the underlying case. Here, the subpoenas issued by Plaintiffs' counsel are directly
7 related to the merits of both the district court case and the appeal of the dismissal, because they are
8 plainly attempting to acquire information relating to the potential culpability of the defendants
9 identified in the subpoenas, including Price and Shackelford. Also supportive of the conclusion that
10 they are not collateral to the merits of the case or pending appeal is the fact that they are also signed by
11 Texas counsel, suggesting that there is some other purpose for the subpoenas related to the merits of
12 the action, rather than for the purposes permitted by NRCP 27 or 69 or some other permissible collateral
13 matter.

14 Therefore, absent the issuance of subpoenas with leave of court following entry of judgment
15 seeking discovery related to a permissible collateral matter, the Court is without jurisdiction to issue
16 them, and no person acting on behalf of the Court may invoke its power where the Court lacks
17 jurisdiction.

18 Contrary to the assertions of Plaintiff's counsel in the Opposition to the motion to quash, the
19 issuance of the challenged subpoenas was not authorized the Court's September 29, 2015 Order
20 Granting Plaintiffs' Motion for Issuance of Commissions for Out-of-State Depositions. That order
21 directed the clerk to issue commissions to an out-of-state court, in the jurisdiction where depositions
22 were contemplated. A commission, permitted by NRCCP 28(a), is a request by a Nevada court to a
23 court of another jurisdiction to issue process in accordance with the law of that jurisdiction. It is not an
24 approval of the issuance of process in Nevada under the authority of this Court. Therefore, that order
25 has no bearing on the issuance of post-judgment subpoenas by counsel acting as an officer of this Court

26 For the reasons set forth herein, it is the order of the Court that the Notice of Subpoena and the
27 subpoenas duces tecum served on December 28, 2015, after dismissal of this action and after the filing
28 of a notice of appeal, are quashed. Counsel for Plaintiffs is hereby ordered to serve a copy of this order

1 on the parties who were served with a Notice of Subpoena Duces Tecum and on Texas counsel whose
2 name appears on the Notice of Subpoena. Counsel for Plaintiffs shall also serve a copy of this order on
3 Wells Fargo and Bank of America, the nonparties who were commanded to produce documents.
4 Counsel for Plaintiffs is hereby directed to cease any further discovery in this case without filing a
5 motion and obtaining leave of this Court to do so. Lastly, because Price and Shackelford were obliged
6 to respond to the issuance of subpoenas in the absence of jurisdiction of this Court, Price and
7 Shackelford are entitled to their reasonable attorney's fees incurred in prosecuting the successful motion
8 to quash. Price and Shackelford are granted leave to file a motion for those attorney's fees.

9 IT IS SO ORDERED.

10 Dated this 10th day of February, 2016.

11
12 
13 THOMAS W. GREGORY
14 JUDGE OF DISTRICT COURT
15
16
17

18 Copies served by mail this 10 day of February, 2016, to:

19 Michael Matuska, Esq.
20 2310 South Carson Street, #6
21 Carson City, Nevada 89701

22 Richard A. Oshinski, Esq.
23 Mark Forsberg, Esq.
24 Oshinski & Forsberg, Ltd.
25 504 E. Musser Street, Suite 302
26 Carson City, Nevada 89701

27 
28 Vicki Barrett

RECEIVED

CASE NO.: 11-CV-0296

FEB 25 2013

DEPT. NO.: II

Douglas County
District Court Clerk

2016 FEB 25 AM 11:14

This document does not contain personal information of any person.

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

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

Plaintiffs,

v.

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

Defendants.

AMENDED AND SUPPLEMENTAL
CASE APPEAL STATEMENT

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

1. Name of Appellant Filing This Case Appeal Statement:

PEGGY CAIN, JEFFREY CAIN, and HELI OPS INTERNATIONAL, LLC

2. Name of the Judge Issuing the Decision, Judgment, or Order Appealed From:

Hon. Thomas W. Gregory

///

3. Name of Each Appellant and Counsel for Each Appellant:

PEGGY CAIN, JEFFREY CAIN, and HELI OPS INTERNATIONAL, LLC

Counsel: Matuska Law Offices, Ltd., Michael L. Matuska, 2310 S. Carson Street, Suite 6, Carson City, Nevada 89701; Lemons Grundy & Eisenberg, Robert L. Eisenberg, 6005 Plumas Street, Third Floor, Reno, Nevada 89519.

4. Name of Each Respondent and Counsel for Each Respondent:

Richard Price, Mickey Shackelford

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

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

None

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

Retained

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

Retained

8. In Forma Pauperis:

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

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

Complaint – September 14, 2011

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

This case involves various claims of Plaintiffs/Appellants for fraud and diversion of funds in connection with a securities investment. The investment was memorialized in a joint venture agreement between HeliOps and C4 Worldwide, Inc. Respondents Richard Price and Mickey Shackelford were officers and directors of C4. On February 20, 2010, prior to filing the action, C4 agreed to pay \$20,000,000 and to surrender the securities if Plaintiffs were not paid. Defendants failed to pay the amount due or surrender the securities. Plaintiffs filed their Complaint on

1 September 14, 2011. Plaintiffs have settled with or obtained judgments against all Defendants
2 except Respondents Richard Price and Mickey Shackelford. On May 8, 2015, Hon. Thomas W.
3 Gregory denied Plaintiffs' Third Motion to Compel which sought financial information as
4 evidence of the misallocation and commingling of funds and upon which to base the claim for
5 punitive damages. On July 28, 2015, Judge Gregory granted in part Defendant Joe Baker's
6 Motion for Judgment on the Pleadings. Judge Gregory ruled that the Defendants obtained the
7 benefit of the release clause in the February 20, 2010 settlement agreement, even though the
8 Defendants never paid the amounts due or surrendered the securities. On August 17, 2015, Judge
9 Gregory ruled that he would try the continuing objections to personal jurisdiction as well as the
10 claim to pierce the corporate veil in a bifurcated proceeding prior to the jury trial. On November
11 5, 2015, Judge Gregory made his prior ruling on the Motion for Judgment on the Pleadings a final
12 summary judgment. On February 5, 2016 Judge Gregory entered his Order Granting Attorney's
13 Fees to Defendants Price and Shackelford. On February 10, 2016, Judge Gregory entered his
14 Order Awarding Defendants Price and Shackelford's Costs and Denying Plaintiffs' Motion to
15 Retax Costs. On February 10, 2016, Judge Gregory entered his Order Granting Motion to Quash
16 Subpoenas. For Protective Order and For Sanctions.
17
18

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

20 The May 8, 2015, July 28, 2015, August 17, 2015, and November 5, 2015 Orders are
21 currently pending appeal before the Nevada Supreme Court as Case No. 69333.
22

23 ///

24 ///

25 ///

26 ///

27 ///

28

12. Possibility of a Settlement:

Appellants believe this case is appropriate for settlement.

Dated this 23 day of February 2016.

MATUSKA LAW OFFICES, LTD.

By: 

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

CERTIFICATE OF SERVICE

Pursuant to NRCp 5(b), I certify that I am an employee of Matuska Law Offices, Ltd., and that on the 24th day of February 2016, I served a true and correct copy of the preceding document entitled **AMENDED AND SUPPLEMENTAL CASE APPEAL STATEMENT** as follows:

Richard A. Oshinski, Esq. Mark Forsberg, Esq. Oshinski & Forsberg, Ltd. 504 East Musser Street, Suite 302 Carson City NV 89701	Robert L. Eisenberg Lemons Grundy & Eisenberg 6005 Plumas Street, Third Floor Reno, NV 89519
Attorneys for Defendants Richard Price and Mickey Shackelford	Attorneys for Plaintiffs Jeffrey Cain, Peggy Cain and HeliOps International, LLC
David Wasick P.O. Box 568 Glenbrook NV 89413	
Settlement Judge	

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

☐ **BY EMAIL ONLY:**

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

☐ **BY FACSIMILE:**

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

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


LIZ STERN, ALS

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

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

03/02/16

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

Cain, Et Al Vs Rawson, Et Al

C A S E H I S T O R Y C A S E H I S T O R Y

INVOLVED PARTIES

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

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

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

CALENDAR EVENTS

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

Date	Time	Dur	Cer	Evnt	Jdg	L	Day	Of	Rslt	By	ResultDt	Jdg	T	Notice	Rec
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09/17/15	09:00A	007	yes	CIJT	TWG		03	/04	VAC	C	08/10/15				
09/18/15	09:00A	007	yes	CIJT	TWG		04	/04	VAC	C	08/10/15				
09/22/15	09:00A	007	yes	CIJT	TWG		01	/02	VAC	C	08/10/15	TWG			
09/23/15	09:00A	007	yes	CIJT	TWG		02	/02	VAC	C	08/10/15				
12/08/15	09:00A	001	yes	MOTN	TWG		01	/03	VAC	C	11/09/15	TWG			
12/09/15	09:00A	001	yes	MOTN	TWG		02	/03	VAC	C	11/09/15				
12/10/15	09:00A	001	yes	MOTN	TWG		03	/03	VAC	C	11/09/15				
04/19/16	09:00A	001	yes	CIJT	TWG		01	/04	VAC	C	11/09/15	TWG			
04/20/16	09:00A	001	yes	CIJT	TWG		02	/04	VAC	C	11/09/15				
04/21/16	09:00A	001	yes	CIJT	TWG		03	/04	VAC	C	11/09/15				
04/22/16	09:00A	001	yes	CIJT	TWG		04	/04	VAC	C	11/09/15				
04/26/16	09:00A	001	yes	CIJT	TWG		01	/02	VAC	C	11/09/15	TWG			
04/27/16	09:00A	001	yes	CIJT	TWG		02	/02	VAC	C	11/09/15				

JUDGE HISTORY

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

DOCUMENT TRACKING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Ops International, LLC,

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

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

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

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

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

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

Hearing, and Vacating Trial Date of September 15, 2015

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

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

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

Issuance of Commissions for Out-of-State Depositions

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

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

Shackelford's Verified Memorandum of Costs

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

Num/Seq	Description	Filed	Received	Party	Routed	Ruling	Closed	User ID
383000	Opposition to Motion to Retax Costs Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	11/18/15		TWG	PLT001	Ruled	02/10/16	DG VB
384000	Affidavit of Michael L. Matuska in Support of Opposition to Defendants Richard Price and Mickey Shackelford's Verified Memorandum of Costs and Motion to Retax Costs Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	11/18/15		TWG	PLT001			DG DG
385000	Defendant's Price and Shackelford's Motion for Attorney's Fees Filed by DEF005-Shackelford, Mickey, DEF003-Price, Richard	11/25/15		TWG	DEF005	Ruled	02/05/16	KW VB
386000	Notice of Appeal Filed by PLT003-Heli Ops International, LLC, , PLT002-Cain, Jeffrey, PLT001-Cain, Peggy	12/01/15		TWG	PLT003			KW KW
387000	Case Appeal Statement Filed by PLT003-Heli Ops International, LLC, , PLT002-Cain, Jeffrey, PLT001-Cain, Peggy	12/01/15		TWG	PLT003			KW KW
388000	Defendants Richard Price and Mickey Shackelford's Opposition to Plaintiffs' Motion to Retax Costs Filed by DEF005-Shackelford, Mickey, OTH003-Price, Richard	12/09/15		TWG	DEF005			DG DG
389000	Reply to Opposition to Motion to Motion to Retax Costs Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	12/10/15		TWG	PLT001			DG DG
390000	Receipt for Documents (Supreme Court)	12/11/15		TWG	000			DG DG
391000	Opposition To Motion for Attorney's Fees Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	12/11/15		TWG	PLT001			DG DG
392000	Defendants Price and Shackelford's Reply to Plaintiffs' Opposition to Motion for Attorney's Fees Filed by OTH003-Price, Richard, DEF005-Shackelford, Mickey	12/18/15		TWG	OTH003			DG DG
393000	Sur-Reply Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	12/22/15	12/22/15	TWG	PLT001			KW KW
394000	Defendants' Priceand Shackelford's Motion to Strike Plaintiffs' Sur-Reply	01/07/16		TWG	DEF005	Ruled	02/05/16	KW VB

Filed by DEF005-Shackelford, Mickey, OTH003-Price, Richard

Num/Seq	Description	Filed	Received	Party	Routed	Ruling	Closed	User ID
395000	Opposition to Motion to Strike Sur-Reply Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	01/12/16		TWG	PLT001			MB MB
396000	Opposition to Motion to Quash Subpoenas for Protective Order, and for Sanctions Filed by PLT003-Heli Ops International, LLC, , PLT002-Cain, Jeffrey, PLT001-Cain, Peggy	01/25/16		TBA	PLT003			KW KW
397000	Defendants Richard Price and Mickey Shackelford's Motion to Quash Subpoenas, for Protective Order and for Sanctions Filed by DEF005-Shackelford, Mickey, OTH003-Price, Richard	01/28/16		NTY	DEF005	Ruled	02/10/16	MB VB
398000	Defendants Price and Shackelford's Reply to Plaintiffs' Opposition to Motion to Quash Subpoenas, for Protective Order and for Sanctions Filed by DEF003-Price, Richard, DEF005-Shackelford, Mickey	02/01/16		TWG	DEF003			MB MB
399000	Order Granting Motion to Strike Sur-Reply	02/05/16		TWG	000			MB MB
400000	Order Granting Attorney's Fees to Defendants Price adn Shackelford	02/05/16		TWG	000			MB MB
401000	Order Granting Motion to Quash Subpoenas, for Protective Order and for Sanctions	02/10/16		TWG	000			MB MB
402000	Order Awarding Defendant Price and Shackelford's Costs and Denying Plaintiffs' Motion to Retax Costs	02/10/16		TWG	000			MB MB
403000	Notice of Entry of Order	02/12/16		TWG	DEF003			HC HC
404000	Notice of Entry of Order	02/12/16		TWG	DEF003			HC HC
405000	Notice of Entry of Order Filed by DEF005-Shackelford, Mickey, OTH003-Price, Richard	02/17/16		TWG	DEF005			KW KW
408000	Notice of Entry of Order	02/17/16		TWG	000			KW KW
406000	Amended and Supplemental Case Appeal Statement Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli Ops International, LLC,	02/25/16		TWG	PLT001			MB MB
407000	Amended and Supplemental Notice of Appeal Filed by PLT001-Cain, Peggy, PLT002-Cain, Jeffrey, PLT003-Heli	02/25/16		TWG	PLT001			MB MB

Ops International, LLC,

TICKLE

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

BEGIN JUDGMENT(S) - CASE HISTORY

001 MONEY JUDGMENT

ORIGINAL JUDGMENT

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

Judgment in Favor of: Cain, Peggy , et al

Judgment Entry Date: 05/20/13

Amount of Judgment: \$20,000,000.00

Interest Amount: \$.00

Court Costs: \$2,524.52 Other Fee: \$2,524.52

Attorney Fee: \$40,265.40

Post-Judgment Int Rate: 0.09%

END JUDGMENT(S) - CASE HISTORY

1 517

2016 FEB 10 AM 8:43

Douglas County
Circuit Court Clerk

A.3

...NBla. 821Y

IN AND FOR THE COUNTY OF DOUGLAS

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

Plaintiffs,

vs.

**ORDER GRANTING MOTION
TO QUASH SUBPOENAS, FOR
PROTECTIVE ORDER AND FOR
SANCTIONS**

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

Defendants.

This matter is before the Court on a motion by Defendants Richard Price and Mickey Shackelford to quash subpoenas issued by Plaintiff's counsel after this Court dismissed this action in its entirety and after a notice of appeal of that dismissal was filed by Plaintiffs. The Court has considered the motion, the opposition and the reply and for the reasons set forth herein, the motion is granted.

This Court entered its order granting summary judgment in favor of the only remaining defendants in this case, Richard Price and Mickey Shackelford, on November 5, 2015. Plaintiffs filed

1 a notice of appeal on November 30, 2015. On December 28, 2015 Plaintiffs' counsel, Michael L.
2 Matuska, served Price and Shackelford and also a former defendant in the action, Joe Baker, with a
3 Notice of Subpoena Duces Tecum to be served on two third-party banks, Wells Fargo at an address in
4 Las Vegas, Nevada, and Bank of America at an address in Wilmington, Delaware. The Notice of
5 Subpoena and the subpoenas bear the caption of this Court, including the case and department numbers,
6 and were issued by Michael Matuska, Esq., counsel for Plaintiffs. The documents bear his electronic
7 signature and Nevada Bar number. The Notice of Subpoena, but not the subpoenas themselves, also
8 bear the name of a Texas attorney who is not licensed to practice law in the State of Nevada and has
9 not appeared *pro hac vice* in this case pursuant to Nevada Supreme Court Rule 42. The subpoenas
10 required that the requested documents be returned to the law office of Mr. Matuska, in care of a Texas
11 company.

12 Plaintiffs' counsel has conceded that these subpoenas were not issued in furtherance of
13 execution on a default judgment against any party against whom a default judgment was entered and
14 that the subpoenas are therefore not subject to the discovery provisions set forth in NRCP 69. Moreover,
15 Plaintiffs did not move this Court for leave to conduct any post-judgment discovery allowed by NRCP
16 27 to perpetuate testimony or seek this Court's order of the character provided for by NRCP 34,
17 including the for the issuance of subpoenas duces tecum.

18 The issuance of a subpoena, whether by the clerk of the court or an attorney acting as an officer
19 of the court, invokes the power of the court to act in a matter pending before the court. NRCP 45(a)(B)
20 requires that a subpoena state the title of the action, and the name of the court in which it is pending.
21 NRCP 45(a)(3) permits an attorney, as an officer of the court, to issue a subpoena "on behalf of the
22 court." Since this case has been dismissed, no action is pending before this Court and absent leave
23 granted by the Court, an officer of the court, including counsel for Plaintiffs, cannot issue a subpoena
24 invoking both the authority of the Court and purporting to act on its behalf.

25 Moreover, except as authorized by NRCP 27 or 69, a district court is without jurisdiction to act
26 on matters related to the merits of the case after dismissal. *Emerson v. Eighth Judicial Dist. Court*, 127
27 Nev. Adv. Op. 61 (2011), citing *Jeep Corp. v. District Court*, 98 Nev. 440 (1982). In addition, the
28 filing of a notice of appeal removes the district court's jurisdiction to determine any matters involved

1 in the appeal. *Fishman v. Las Vegas Sun, Inc.*, 75 Nev. 13 (1959).

2 *Emerson* held that a district court lacks jurisdiction after dismissal to consider matters related to
3 the merits of the case, but retains jurisdiction to consider collateral matters, and thus retains jurisdiction
4 to impose sanctions for attorney misconduct that occurred prior to dismissal. The Court also has
5 jurisdiction to consider motions for attorney's fees and other matters that have no bearing on the merits
6 of an appeal or the underlying case. Here, the subpoenas issued by Plaintiffs' counsel are directly
7 related to the merits of both the district court case and the appeal of the dismissal, because they are
8 plainly attempting to acquire information relating to the potential culpability of the defendants
9 identified in the subpoenas, including Price and Shackelford. Also supportive of the conclusion that
10 they are not collateral to the merits of the case or pending appeal is the fact that they are also signed by
11 Texas counsel, suggesting that there is some other purpose for the subpoenas related to the merits of
12 the action, rather than for the purposes permitted by NRCP 27 or 69 or some other permissible collateral
13 matter.

14 Therefore, absent the issuance of subpoenas with leave of court following entry of judgment
15 seeking discovery related to a permissible collateral matter, the Court is without jurisdiction to issue
16 them, and no person acting on behalf of the Court may invoke its power where the Court lacks
17 jurisdiction.

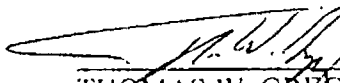
18 Contrary to the assertions of Plaintiff's counsel in the Opposition to the motion to quash, the
19 issuance of the challenged subpoenas was not authorized the Court's September 29, 2015 Order
20 Granting Plaintiffs' Motion for Issuance of Commissions for Out-of-State Depositions. That order
21 directed the clerk to issue commissions to an out-of-state court, in the jurisdiction where depositions
22 were contemplated. A commission, permitted by NRCCP 28(a), is a request by a Nevada court to a
23 court of another jurisdiction to issue process in accordance with the law of that jurisdiction. It is not an
24 approval of the issuance of process in Nevada under the authority of this Court. Therefore, that order
25 has no bearing on the issuance of post-judgment subpoenas by counsel acting as an officer of this Court

26 For the reasons set forth herein, it is the order of the Court that the Notice of Subpoena and the
27 subpoenas duces tecum served on December 28, 2015, after dismissal of this action and after the filing
28 of a notice of appeal, are quashed. Counsel for Plaintiffs is hereby ordered to serve a copy of this order

1 on the parties who were served with a Notice of Subpoena Duces Tecum and on Texas counsel whose
2 name appears on the Notice of Subpoena. Counsel for Plaintiff's shall also serve a copy of this order on
3 Wells Fargo and Bank of America, the nonparties who were commanded to produce documents.
4 Counsel for Plaintiff's is hereby directed to cease any further discovery in this case without filing a
5 motion and obtaining leave of this Court to do so. Lastly, because Price and Shackelford were obliged
6 to respond to the issuance of subpoenas in the absence of jurisdiction of this Court. Price and
7 Shackelford are entitled to their reasonable attorney's fees incurred in prosecuting the successful motion
8 to quash. Price and Shackelford are granted leave to file a motion for those attorney's fees.

9 IT IS SO ORDERED.


10 Dated this 10th day of February, 2016.

11
12 
13 THOMAS W. GREGORY
14 JUDGE OF DISTRICT COURT
15
16
17

18 Copies served by mail this 10 day of February, 2016, to:

19 Michael Matuska, Esq.
20 2310 South Carson Street, #6
21 Carson City, Nevada 89701

22 Richard A. Oshinski, Esq.
23 Mark Forsberg, Esq.
24 Oshinski & Forsberg, Ltd.
25 504 E. Musser Street, Suite 302
26 Carson City, Nevada 89701
27
28

29 
30 Vicki Barrett

Case No. 11-CV-0296

Dept. No. 11

RECEIVED

2016 FEB 10 AM 8:43

FEB 10 2016

Department of
County Clerk

MS CLERK

IN THE NINTH JUDICIAL DISTRICT COURT OF NEVADA

IN AND FOR THE COUNTY OF DOUGLAS

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

Plaintiffs,

vs.

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

Defendants.

**ORDER AWARDING
DEFENDANTS PRICE AND
SHACKELFORD'S COSTS
AND DENYING PLAINTIFFS'
MOTION TO RETAX COSTS**

This matter is before the Court on Defendants Richard Price and Mickey Shackelford's Verified Memorandum of Costs and Plaintiffs' Motion to Retax Costs. The Court has reviewed the motion, the opposition and reply thereto and finds as follows.

Plaintiffs objected to the Verified Memorandum of Costs, generally asserting that the Memorandum did not comply with NRS 18.110 because it failed to sufficiently identify how the claimed costs were necessary to and incurred in the present action as required by the statute. Plaintiffs also asserted that Price and Shackelford were attempting to recover costs they did not incur or

1 alternatively were attempting to recover on behalf of former defendant Joe Baker, who was dismissed
2 by stipulation of the Plaintiffs after reaching a settlement with Baker.

3 In their Reply, Price and Shackelford cured any perceived deficiency in the Verified
4 Memorandum of Costs. Counsel for Price and Shackelford submitted an affidavit establishing that his
5 clients had agreed with Baker to share in the costs of depositions and the expert witness retained by the
6 Defendants and that as a result of the agreement, Price, Shackelford and Baker each were responsible
7 for one-third of the costs incurred for depositions and the expert. As a result of the agreement, Price
8 and Shackelford together are responsible for two-thirds of the cost of depositions and one transcript of
9 the depositions of Plaintiff Jeffrey Cain and witnesses Kerry Rucker, Dan Witt and William Parker and
10 for two-thirds of the costs incurred to retain an expert witness, Arun Upadhyay, whose expert testimony
11 was to be offered to address various issues and principles of corporate governance and to explain to the
12 jury the legitimacy of collateralized mortgage obligations and how they are traded and tracked -- all
13 issues central to the claims advanced by Plaintiffs in this case.

14 Price and Shackelford also provided more detailed billing records documenting the amounts for
15 which they were responsible pursuant to the agreement. Price and Shackelford seek only those costs
16 for which they were obligated by their agreement with Baker.

17 NRS 18.005 identifies costs that may be recovered by prevailing parties under NRS 18.020.
18 The costs that may be recovered include the costs sought by Price and Shackelford. NRS 18.005
19 identifies as costs at subsection (1) clerk's fees; (2) reporter's fees for depositions, including a reporter's
20 fee for one copy of each deposition; (5) reasonable fees of not more than five expert witnesses in an
21 amount of not more than \$1,500 for each witness, unless the court allows a larger fee after determining
22 that the circumstances surrounding the expert's testimony were of such necessity as to require the larger
23 fee; and (15) reasonable costs for travel and lodging incurred taking depositions and conducting
24 discovery. NRS 18.005(17) provides that "costs" also includes "any other reasonable and necessary
25 expense incurred in connection with the action. . ."

26 NRS 18.020 provides that costs "must be allowed of course to the prevailing party against any
27 adverse party against whom judgment is rendered, in the following cases: . . . (3) In an action for the
28 recovery of money or damages, where the plaintiff seeks to recover more than \$2,500. . ."

1 Here, Price and Shackelford are the prevailing parties. This court held in its order granting
2 summary judgment that the release executed by Plaintiffs was broad enough to reach all of the claims
3 in the Third Amended Complaint. Plaintiffs thus could not succeed on any of their claims and Price
4 and Shackelford prevailed as to each claim. The Third Amended Complaint sought the recovery of
5 money damages in excess of the \$2,500 threshold set forth in the statute. Therefore, costs must be
6 awarded "of course" to Price and Shackelford.

7 Price and Shackelford have properly documented the costs that must be allowed in their
8 Memorandum of Costs and in their Opposition to the Motion to Retax Costs by providing not only
9 affidavits but bills from court reporters and the expert witness that establish their obligation to pay such
10 costs. Therefore, they have met the statutory requirements and the mandate of the Nevada Supreme
11 Court in *Bobby Berosini, Ltd. v. People for the Ethical Treatment of Animals*, 114 Nev. 1348 (1998)
12 and *Cadle Co. v. Woods & Erickson, LLP*, 131 Nev. Adv. Op. 15 (2015). Price and Shackelford have
13 established that awarding the costs set forth in their Memorandum of Costs are well within the discretion
14 of this Court to award and are those authorized by NRS 18.

15 In the exercise of its discretion, the Court also finds that the fee of the expert witness is justified
16 under NRS 18.005(5), because the circumstances surrounding the expert's testimony were of such
17 necessity as to require a fee in excess of \$1,500. The claims in this case presented complicated issues
18 of corporate governance involving whether some or all of the defendants were in such control of the
19 corporation so as to allow piercing of the corporate veil, and it involved collateralized mortgage
20 obligations, a form of financial investment far beyond the knowledge of a lay jury. The Court finds
21 that the testimony of the expert was necessary to the defense of theories of liability raised in the Third
22 Amended Complaint and in extensive motion practice. Therefore, the fee of \$3,250 for the expert is
23 justified under the circumstances.


24 The remaining costs also were reasonable and permitted by the statute, either by express
25 definition or as other reasonable and necessary expenses incurred in connection with the action as
26 allowable under NRS 18.005.

27 Therefore, it is the order of the Court that the costs in the amount of \$7,729.20 properly
28 documented in Price and Shackelford's Memorandum of Costs are awarded and shall be paid by

1 Plaintiffs to Price and Shackelford. Plaintiffs' Motion to Retax Costs is hereby denied.

2 IT IS SO ORDERED.


3 Dated this 10th day of February, 2016.

4
5
6 
7 THOMAS W. GREGORY
8 JUDGE OF DISTRICT COURT
9

10 Copies served by mail this 10 day of February, 2016, to:

11 Michael Matuska, Esq.
12 2310 South Carson Street, #6
13 Carson City, Nevada 89701

14 Richard A. Oshinski, Esq.
15 Mark Forsberg, Esq.
16 Oshinski & Forsberg, Ltd.
17 504 E. Musser Street, Suite 302
18 Carson City, Nevada 89701

19 
20 Vicki Barrett
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RECEIVED

FILED

Case No. 11-CV-0296

FEB - 5 2016

Dept. No. II

Douglas County
District Court Clerk

2016 FEB - 5 PH 3: 53

WILLIAMS

[Handwritten signature]

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

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

Plaintiffs,

vs.

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

Defendants.

ORDER GRANTING ATTORNEY'S FEES
TO DEFENDANTS PRICE AND
SHACKELFORD

THIS MATTER comes before the Court on *Defendants' Price and Shackelford's Motion for Attorney's Fees* filed on November 25, 2015. The motion is ripe for consideration.

This litigation regards a joint venture agreement between Heli Ops International and C4 Worldwide and a subsequently entered into settlement agreement. Plaintiffs have been at liberty over the course of the past four years to direct their lawsuit. Plaintiffs have secured \$20,000,000 in default

1 judgments against C4 Worldwide, Inc., and individual defendants
2 DR Rawson, Michael Kavanagh, Joe Baker and Jeffrey Edwards
3 premised upon the settlement agreement. Price and Shackelford,
4 directors/officers of C4, are the only remaining Defendants.

5 **Findings of Fact and Conclusions of Law**

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

12 On November 29, 2009, Heli Ops entered into a joint venture
13 agreement ("JVA") with C4. The JVA required Heli Ops to loan C4
14 \$1,000,000 USD. The funds were to be used by C4 as the capital
15 to acquire and then leverage Collateralized Mortgage Obligations
16 ("CMO") with a face value of "up to \$1,000,000,000 USD."

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

26 On the same day the JVA was entered into, and in conjunction
27 therewith, C4 and Heli Ops executed a Promissory Note and
28 Security Interest in the CMO ("Promissory Note"). The Promissory

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

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

12 On March 1, 2010, a document entitled *Settlement Agreement*
13 *and Release of All Claims* ("SA") was executed by Heli Ops and C4
14 with Jeffrey Cain, Peggy Cain and DR Rawson joining in their
15 individual capacities. Price and Shackelford were not parties to
16 the SA.

17 The SA begins with the following statement of intent:

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

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

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

28 Section 1 of the SA, entitled "CONSIDERATION" states in

1 relevant part:

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

7 Consistent with the JVA, section 1.2 requires that C4 assign
8 a 49% interest in the CMO's to the Cains. Upon payment of the
9 \$20,000,000 plus interest, the SA and JVA require the Cains to
10 transfer their 49% ownership interest in the CMO's back to C4.

11 Section 2 of the SA, entitled "RELEASE" states in relevant
12 part:

13 2.1 The Cains...and all other affiliated persons, firms
14 or corporations, hereby fully and forever releases and
15 discharges C4 WorldWide, from any and all claims that
16 exist arising out of C4 WorldWide's financial
17 misfortunes and resultant inability to timely pay the
18 Promissory Note and Security Interest in CMO Securities
19 dated November 29, 2009 (a true and correct copy of
20 which is attached hereto as Exhibit A and is
21 incorporated herein by reference). Such release covers
22 the Cains...hereby fully and forever release and
23 discharge C4 WorldWide, its successors, predecessors,
parents, assigns, agents, employees, officers,
directors, insurers, and all other affiliated persons,
firms or corporations, of and from any and all past,
present and future claims, demands, obligations, causes
of action for damages of any kind, known and unknown,
the basis of which now exist or hereafter may become
manifest that are directly or indirectly related to the
facts in any of the claims of any kind asserted against
or which could have been asserted in any of the claims.

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

26 3.1 The parties expressly acknowledge and agree that
27 the Release set forth in Section 2 is a general release
of the matters described above.

28 ...

1 3.3 The parties expressly acknowledge and agree that
2 the purpose and effect of this Agreement is to fully
3 and forever resolve all issues relating to claims
4 arising out of and which could be asserted in this case
5 and that no party will pursue the other for anything
6 relating in any way to the claims being released.

7 3.4 The parties expressly acknowledge and agree that
8 the terms of this Agreement are contractual in nature
9 and not merely a recital.

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

17 Over the next four years the landscape of the case shifted
18 through four different complaints and many motions. The
19 Plaintiffs obtained default judgments against C4, Rawson,
20 Kavanagh and Edwards for \$20,000,000 under the SA.

21 On July 28, 2015, the Court granted partial judgment on the
22 pleadings in favor of Baker, Price and Shackelford. The Court
23 held that given the release provision of the SA, Plaintiffs
24 cannot, as a matter of law, enforce the SA against Price and
25 Shackelford, non-party beneficiaries to the SA. However, based
26 upon limited language in the TAC wherein Plaintiffs seemingly
27 contest the validity of the SA, the Court stated:

28 As already indicated, the allegation in the TAC that the
29 Settlement Agreement was illusory could form the basis to
30 set aside the Settlement Agreement in its entirety,
31 including the Release. In which case, Plaintiffs could
32 pursue personal liability under the Joint Venture Agreement
33 on the theory of alter ego. Material issues of fact thus
34 exists that prevent a determination with respect to the

1 enforceability of the Release on those portions of the
2 remaining claims for Relief relating to the Joint Venture
Agreement.

3 *Order Granting in Part Defendant Joe Baker's Motion for Judgment*
4 *on the Pleadings and Denying Plaintiff's Cross-Motion for*
5 *Judgment on the Pleadings, p. 12, lines 5-14, filed July 28,*
6 *2015.*

7 Subsequent to the July 28, 2015, Order, Baker was dismissed
8 out of the case at the joint request of Plaintiffs and Baker,
9 leaving Price and Shackelford as the only remaining Defendants.
10 Price and Shackelford moved for summary judgment on the basis
11 that Plaintiffs should be precluded from seeking rescision of the
12 SA and its sweeping release provision.

13 In opposing the motion, Plaintiffs finally, after four years
14 of litigation, made it clear that they never intended to seek
15 rescision of the SA. Specifically, Plaintiffs stated, "Rescision
16 does not apply to this case, as Baker has never offered to
17 restore the Cain's to their former position. Hence, the
18 Settlement Agreement cannot be rescinded and the correct course
19 of action was for the Cains to sue for money damages, which they
20 have done." Plaintiffs' Opposition, page 6, lines 17-21.

21 This clarification by Plaintiffs removed the material issue
22 that had previously deterred the Court from granting complete
23 judgment on the pleadings in favor of Price, Shackelford and
24 Baker. It also meant that all remaining parties, Plaintiffs
25 included, acknowledged the validity of the SA.

26 This led the Court to conclude, "as a matter of law, from
27 the clear and unambiguous terms of the Settlement Agreement and
28 Release of All Claims, that Plaintiffs bargained for the

1 liability of C4 and Rawson to the tune of \$20,000,000 plus
2 interest in return for the general and sweeping release of the
3 likes of Price and Shackelford, non-parties to the JVA. The
4 release preempts all of the claims in Plaintiffs' TAC against
5 Price and Shackelford. Construing the SA in such a manner is
6 consistent with the clear and unambiguous terms of the SA, and
7 requires no inferences or reading into of terms." November 2015
8 *Order Granting Summary Judgement.*

9 Through the Court's July 28, 2015, *Order Granting Partial*
10 *Summary Judgment* and November 5, 2015, *Order Granting Summary*
11 *Judgment*, Price and Shackelford became "prevailing parties"
12 pursuant to NRS 18.010. *MB America, Inc., v. Alaska Pacific*
13 *Leasing Co.*, 132 Nev.Adv.Op. 8, (February 4, 2016). Price and
14 Shackelford now request attorney's fees under three different
15 theories: (1) Attorney's fees as a condition of the SA; (2) NRCP
16 68 and NRS 17.115; and (3) NRS 18.010(2)(b). Because the Court
17 exercises its discretions to award of attorney's fees to Price
18 and Shackelford pursuant to NRS 18.010(2)(b), the Court does not
19 reach the merits of the remaining alternative theories.

20 **NRS 18.010(2)(b)**

21 A court has discretion to allow attorney's fees to a
22 prevailing party:

23 Without regard to the recovery sought, when the court
24 finds that the claim...of the opposing party was
25 brought or maintained without reasonable grounds or to
26 harass the prevailing party. The court shall liberally
27 construe the provisions of this paragraph in favor of
awarding attorney's fees in all appropriate situations.
It is the intent of the Legislature that the court
award fees pursuant to this paragraph...in all
appropriate situations...

28 NRS 18.010(2)(b).

1 The Court does not fault Plaintiffs, who were not paid under
2 either the JVA or the SA, for seeking legal recourse. That
3 Plaintiffs achieved success against many of the Defendants
4 demonstrates legitimacy of their dispute and general good faith.
5 Through the current motion, however, the Court is tasked with
6 reviewing Plaintiffs action as it relates specifically to
7 prevailing Defendants Price and Shackelford.

8 Like all plaintiffs, Plaintiffs herein were at liberty to
9 craft their lawsuit in the sense of what theories to raise and
10 against whom to raise them. In so doing, Plaintiffs were aware
11 of and party to the operative documents, i.e., the JVA and SA,
12 the material terms of which this Court has found to be clear and
13 unambiguous. Plaintiffs attached the SA to the TAC.

14 Amongst the decisions for Plaintiffs to make in crafting
15 their lawsuit, was whether to seek relief pursuant to the SA
16 (\$20,000,000 generally), the JVA (\$1,000,000 generally), or both.
17 In so deciding, the SA provided clear and unambiguous notice to
18 Plaintiffs that if the SA was deemed to be valid and enforceable,
19 the tremendous upside to Plaintiffs (\$20,000,000 liability for C4
20 and Rawson), came at the cost of releasing Price and Shackelford.

21 Of course, Plaintiffs also controlled who to name as
22 defendants. In all versions of Plaintiff's Complaint, through
23 and including the TAC, Plaintiffs made claims against C4 as well
24 as C4's directors/officers in their individual capacities,
25 including Price and Shackelford.

26 Plaintiffs' TAC was equivocal regarding whether Plaintiffs's
27 were arguing for or against the validity of the SA. For
28 instance, Plaintiffs claimed that the SA had been breached by

1 Defendants while also claiming that the SA was illusory.

2 Recognizing and respecting Plaintiffs' discretion to frame
3 their case and raise various and alternative claims for relief,
4 Plaintiffs were given every opportunity by the Court over four
5 years of litigation to drive their case. During that time,
6 Plaintiffs generally focused on the big prize, that being C4's
7 \$20,000,000 obligation, but did not disavow or retract their
8 claim that the SA was illusory nor withdraw their claims against
9 Price and Shackelford (even after Plaintiffs were successful in
10 enforcing the SA against C4 and Rawson).

11 While Plaintiffs' pursuit of damages against C4 and Rawson
12 under the SA was not surprising or unreasonable, the same cannot
13 be said of Plaintiffs' pursuit of Price and Shackelford under the
14 SA. Plaintiffs maintained that Price and Shackelford were liable
15 to Plaintiffs for \$20,000,000 under the SA, even though Price and
16 Shackelford were not parties to the SA and were clearly the
17 beneficiary of the SA's release.

18 In essence, Plaintiffs sought to enforce the aspects of the
19 SA beneficial to Plaintiffs, \$20,000,000, while ignoring the
20 required release. This prompted the Court's July 28, 2015, Order
21 wherein the Court stated the obvious: As a matter of law, Price
22 and Shackelford cannot be held liable under the SA as they were
23 not parties to the SA but were beneficiaries of its clear and
24 unambiguous release provision.

25 The Court left unaffected Plaintiffs ability to claim that
26 the SA was subject to rescission or was otherwise unenforceable,
27 thereby voiding the release of Price and Shackelford. In
28 responding to Price and Shackelford's *Motion for Summary*

1 Judgment, however, Plaintiffs finally, after four years of
2 litigation, made it patently clear that they have no desire to
3 void the SA (not surprising since doing so would frustrate
4 Plaintiffs' pursuit of the attenuate \$20,000,000 obligation of C4
5 and Rawson).

6 Remarkably, however, Plaintiffs never released Price and
7 Shackelford from the lawsuit nor did Plaintiffs amend the TAC to
8 remove the claim that the SA was illusory. Plaintiffs' position
9 prompted the Court's November 2015 *Order Granting Summary*
10 *Judgment* wherein the Court, once again, stated the obvious: As a
11 matter of law, if the SA is valid and enforceable, Price and
12 Shackelford must be released from all claims.

13 It is now clear to the Court that Plaintiffs never intended
14 to argue, as an alternative theory or otherwise, against the
15 enforceability of the SA despite language in the TAC (and prior
16 versions of the Complaint) to the contrary and despite
17 Plaintiffs' pursuit of Price and Shackelford. Rather, Plaintiffs
18 always insisted that they should reap the benefits of the SA
19 while being impervious to the required release of Price and
20 Shackelford. Plaintiffs' position was unreasonable from the
21 inception of the lawsuit through the granting of summary
22 judgment.

23 Accordingly, given the clarity of the release provision of
24 the SA, as well as its other material terms, the Court finds that
25 Plaintiffs' claims against Price and Shackelford were brought and
26 maintained without reasonable ground. NRS 18.010(2)(b). That
27 Plaintiffs never produced evidence that Price or Shackelford made
28 a false representation or suppressed a material fact which in

1 turn induced Plaintiffs to enter into either the JVA or the SA, a
2 point admitted to by Jeffrey Cain in his deposition, only
3 bolsters this finding.

4 The Court pays heed to the clearly stated legislative intent
5 regarding awarding attorney's fees in such circumstances, and
6 exercises its discretion to award Price and Shackelford
7 reasonable attorney's fees. In analyzing the reasonableness of
8 the requested fees, the Court has considered the following
9 factors without giving any singular factor undue weight: (1) The
10 qualities of the advocate; (2) The character of the work done;
11 (3) The work actually performed by the lawyer; and (4) The result
12 obtained. *Brunzell v. Golden Gate National Bank*, 85 Nev. 345,
13 349-350, 455 P.2d 31 (1969).

14 Price and Shackelford jointly retained Oshinski & Forsberg,
15 Ltd, to represent them in this matter. Price and Shackelford
16 have provided sufficient proof that they incurred legal fees in
17 defending this action through summary judgment at a rate of
18 \$350.00 per hour for a total of \$95,843.56.

19 The Court finds that the rate per hour of legal services
20 charged by Oshinski & Forsberg, Ltd., \$350, is reasonable
21 considering the experience of counsel, the nature of the case,
22 Mr. Forsberg's averment that the rate is within the range of fees
23 charged by other attorneys in the community and the Court's
24 knowledge of the same.

25 The Court finds that the amount of hours spent by Oshinski &
26 Forsberg, Ltd., in defending this matter through summary
27 judgement was likewise reasonable. Four years of litigation at a
28 total cost of \$95,843.56 representing two clients (\$47,921.78

1 each), is not unreasonable, particularly considering how hard
2 this case was fought and the number and complexity of motions
3 both filed and opposed.

4 That the result for Price and Shackelford could not have
5 been better is a testament to the quality of work performed.
6 Plaintiffs' contend that the attorney's fee award should be
7 limited to time spent on the motion providing the ultimate
8 result, i.e., the *Motion for Summary Judgment*, because the result
9 achieved by Price and Shackelford could have been achieved
10 earlier. While that argument may be taken and an acknowledgment
11 by Plaintiffs that their maintenance of the lawsuit against Price
12 and Shackelford was unreasonable in its inception, it it does not
13 provide a compelling reason to reduce the award of attorney's
14 fees.

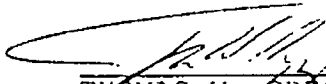
15 The Court does not find fault in the resilient and
16 aggressive efforts of Price and Shackelford to defend against a
17 \$20,000,000 claim under an SA that they were not parties to that
18 purported to grant them a complete release of liability. There
19 is no indication that Price and Shackelford had clairvoyance at
20 the beginning of the lawsuit regarding the granting of summary
21 judgment and, knowing the same, maliciously dragged out the
22 litigation for four years so as to increase the amount of money
23 owed to counsel. It is Plaintiffs who chose to pursue Price and
24 Shackelford for four years despite the SA's clear and unambiguous
25 release provision. It is also Plaintiffs who chose,
26 unreasonably, to reject reasonable offers of judgement even after
27 they had successfully enforced the SA against C4 and Rawson.

28 Having weighed all of the *Brunzell* factors, the Court finds

1 that Price and Shackelford's request for attorney's fees is
2 reasonable as is the amount requested. The Court exercises its
3 discretion to award the requested fees of \$95,843.56. Good cause
4 appearing,

5 IT IS HEREBY ORDERED that Defendants' Price and
6 Shackelford's Motion for Attorney's Fees is **GRANTED**. Plaintiffs
7 are ordered to pay Defendant Price and Shackelford's attorney's
8 fees in the amount of \$95,843.56 to Oshinski & Forsberg, Ltd.

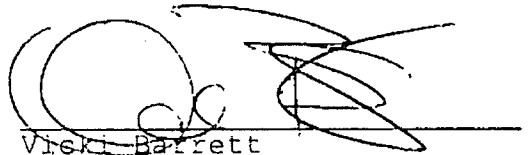
9 Dated this 5th day of February, 2016.

10
11 
THOMAS W. GREGORY
DISTRICT COURT JUDGE
12
13

14 Copies served by mail this 5 day of February, 2016, to:

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

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

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21 
Vicki Barrett
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District Court Clerk

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Attorney for Defendants
MICKEY SHACKELFORD and
RICHARD PRICE

CLERK
DEPUTY

IN THE NINTH JUDICIAL DISTRICT COURT OF NEVADA

IN AND FOR THE COUNTY OF DOUGLAS

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

Case No. 11 CV 0296

Dept. No. II

Plaintiffs,

NOTICE OF ENTRY OF ORDER

vs.

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

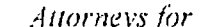
Defendants.

PLEASE TAKE NOTICE that this Court entered its *Order Awarding Defendants Price and Shackelford's Costs and Denying Plaintiffs' Motion to Relax Costs* on the 10th day of February, 2016, a true and correct copy of which is attached hereto as Exhibit I.

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

Dated this 16th day of February, 2016.

OSHINSKI & FORSBERG, LTD.

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

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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Oshinski & Forsberg, Ltd., and that on this date, I served the within Notice of Entry of Order Awarding Defendants Price and Shackelford's Costs and Denying Plaintiffs' Motion to Retax Costs on the following individuals or entities by serving a true copy thereof by the following method(s):

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

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

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

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

☐ Federal Express, UPS, or other overnight delivery fully addressed as follows:

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

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

Executed on this 16th day of February, 2016, in Carson City, Nevada.


Linda Gilbertson

EXHIBIT 1

EXHIBIT 1

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Case No. 11-CV-0296

Douglas County
District Court Clerk

2016 FEB 10 AM 8:43

Dept. No. II

M. BIAGGINI
CLERK

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

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

Plaintiffs,

vs.

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

Defendants.

ORDER AWARDING
DEFENDANTS PRICE AND
SHACKELFORD'S COSTS
AND DENYING PLAINTIFFS'
MOTION TO RETAX COSTS

This matter is before the Court on Defendants Richard Price and Mickey Shackelford's Verified Memorandum of Costs and Plaintiffs' Motion to Retax Costs. The Court has reviewed the motion, the opposition and reply thereto and finds as follows.

Plaintiffs objected to the Verified Memorandum of Costs, generally asserting that the Memorandum did not comply with NRS 18.110 because it failed to sufficiently identify how the claimed costs were necessary to and incurred in the present action as required by the statute. Plaintiffs also asserted that Price and Shackelford were attempting to recover costs they did not incur or

1 alternatively were attempting to recover on behalf of former defendant Joe Baker, who was dismissed
2 by stipulation of the Plaintiffs after reaching a settlement with Baker.

3 In their Reply, Price and Shackelford cured any perceived deficiency in the Verified
4 Memorandum of Costs. Counsel for Price and Shackelford submitted an affidavit establishing that his
5 clients had agreed with Baker to share in the costs of depositions and the expert witness retained by the
6 Defendants and that as a result of the agreement, Price, Shackelford and Baker each were responsible
7 for one-third of the costs incurred for depositions and the expert. As a result of the agreement, Price
8 and Shackelford together are responsible for two-thirds of the cost of depositions and one transcript of
9 the depositions of Plaintiff Jeffrey Cain and witnesses Kerry Rucker, Dan Witt and William Parker and
10 for two-thirds of the costs incurred to retain an expert witness, Arun Upadhyay, whose expert testimony
11 was to be offered to address various issues and principles of corporate governance and to explain to the
12 jury the legitimacy of collateralized mortgage obligations and how they are traded and tracked -- all
13 issues central to the claims advanced by Plaintiffs in this case.

14 Price and Shackelford also provided more detailed billing records documenting the amounts for
15 which they were responsible pursuant to the agreement. Price and Shackelford seek only those costs
16 for which they were obligated by their agreement with Baker.

17 NRS 18.005 identifies costs that may be recovered by prevailing parties under NRS 18.020.
18 The costs that may be recovered include the costs sought by Price and Shackelford. NRS 18.005
19 identifies as costs at subsection (1) clerk's fees; (2) reporter's fees for depositions, including a reporter's
20 fee for one copy of each deposition; (5) reasonable fees of not more than five expert witnesses in an
21 amount of not more than \$1,500 for each witness, unless the court allows a larger fee after determining
22 that the circumstances surrounding the expert's testimony were of such necessity as to require the larger
23 fee; and (15) reasonable costs for travel and lodging incurred taking depositions and conducting
24 discovery. NRS 18.005(17) provides that "costs" also includes "any other reasonable and necessary
25 expense incurred in connection with the action. . ."

26 NRS 18.020 provides that costs "must be allowed of course to the prevailing party against any
27 adverse party against whom judgment is rendered, in the following cases: . . . (3) In an action for the
28 recovery of money or damages, where the plaintiff seeks to recover more than \$2,500. . ."

1 Here, Price and Shackelford are the prevailing parties. This court held in its order granting
2 summary judgment that the release executed by Plaintiffs was broad enough to reach all of the claims
3 in the Third Amended Complaint. Plaintiffs thus could not succeed on any of their claims and Price
4 and Shackelford prevailed as to each claim. The Third Amended Complaint sought the recovery of
5 money damages in excess of the \$2,500 threshold set forth in the statute. Therefore, costs must be
6 awarded "of course" to Price and Shackelford.

7 Price and Shackelford have properly documented the costs that must be allowed in their
8 Memorandum of Costs and in their Opposition to the Motion to Retax Costs by providing not only
9 affidavits but bills from court reporters and the expert witness that establish their obligation to pay such
10 costs. Therefore, they have met the statutory requirements and the mandate of the Nevada Supreme
11 Court in *Bobby Berosini, Ltd. v. People for the Ethical Treatment of Animals*, 114 Nev. 1348 (1998)
12 and *Cadle Co. v. Woods & Erickson, LLP*, 131 Nev. Adv. Op. 15 (2015). Price and Shackelford have
13 established that awarding the costs set forth in their Memorandum of Costs are well within the discretion
14 of this Court to award and are those authorized by NRS 18.

15 In the exercise of its discretion, the Court also finds that the fee of the expert witness is justified
16 under NRS 18.005(5), because the circumstances surrounding the expert's testimony were of such
17 necessity as to require a fee in excess of \$1,500. The claims in this case presented complicated issues
18 of corporate governance involving whether some or all of the defendants were in such control of the
19 corporation so as to allow piercing of the corporate veil, and it involved collateralized mortgage
20 obligations, a form of financial investment far beyond the knowledge of a lay jury. The Court finds
21 that the testimony of the expert was necessary to the defense of theories of liability raised in the Third
22 Amended Complaint and in extensive motion practice. Therefore, the fee of \$3,250 for the expert is
23 justified under the circumstances.

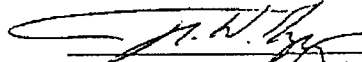
24 The remaining costs also were reasonable and permitted by the statute, either by express
25 definition or as other reasonable and necessary expenses incurred in connection with the action as
26 allowable under NRS 18.005.

27 Therefore, it is the order of the Court that the costs in the amount of \$7,729.20 properly
28 documented in Price and Shackelford's Memorandum of Costs are awarded and shall be paid by

1 Plaintiffs to Price and Shackelford. Plaintiffs' Motion to Retax Costs is hereby denied.

2 IT IS SO ORDERED.

3 Dated this 10th day of February, 2016.

4
5
6 

7 THOMAS W. GREGORY
8 JUDGE OF DISTRICT COURT

9
10 Copies served by mail this 10 day of February, 2016, to:

11 Michael Matuska, Esq.
12 2310 South Carson Street, #6
13 Carson City, Nevada 89701

14 Richard A. Oshinski, Esq.
15 Mark Forsberg, Esq.
16 Oshinski & Forsberg, Ltd.
17 504 E. Musser Street, Suite 302
18 Carson City, Nevada 89701

19 

20 Vicki Barrett
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FEB 17 2016

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District Court Clerk

2016 FEB 17 PM 2:56

Mark Forsberg, Esq., NSB 4265
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Mark@OshinskiForsberg.com
Attorney for Defendants
MICKEY SHACKELFORD and
RICHARD PRICE

[Signature]
CLERK DEPUTY

IN THE NINTH JUDICIAL DISTRICT COURT OF NEVADA

IN AND FOR THE COUNTY OF DOUGLAS

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

Case No. 11 CV 0296

Dept. No. II

Plaintiffs.

NOTICE OF ENTRY OF ORDER

vs.

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

Defendants.

PLEASE TAKE NOTICE that this Court entered its *Order Granting Motion to Quash Subpoenas. For Protective Order and For Sanctions* on the 10th day of February, 2016, a true and correct copy of which is attached hereto as Exhibit 1.

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

Dated this 16th day of February, 2016.

OSHINSKI & FORSBERG, LTD.

By

Mark Forsberg, Esq., NSB 4265

Rick Oshinski, Esq., NSB 4127

*Attorneys for Defendants Richard Price
and Mickey Shackelford*

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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Oshinski & Forsberg, Ltd., and that on this date, I served the within **Notice of Entry of Order Granting Motion to Quash Subpoenas, For Protective Order and For Sanctions** on the following individuals or entities by serving a true copy thereof by the following method(s):

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

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

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

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

☐ Federal Express, UPS, or other overnight delivery fully addressed as follows:

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

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

Executed on this 16th day of February, 2016, in Carson City, Nevada.


Linda Gilbertson

EXHIBIT 1

EXHIBIT 1

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FEB 10 2016

Douglas County
District Court Clerk

2016 FEB 10 AM 8:43

M. BIAGGINI

IN THE NINTH JUDICIAL DISTRICT COURT OF NEVADA

IN AND FOR THE COUNTY OF DOUGLAS

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

Plaintiffs,

vs.

ORDER GRANTING MOTION
TO QUASH SUBPOENAS, FOR
PROTECTIVE ORDER AND FOR
SANCTIONS

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

Defendants.

This matter is before the Court on a motion by Defendants Richard Price and Mickey Shackelford to quash subpoenas issued by Plaintiff's counsel after this Court dismissed this action in its entirety and after a notice of appeal of that dismissal was filed by Plaintiffs. The Court has considered the motion, the opposition and the reply and for the reasons set forth herein, the motion is granted.

This Court entered its order granting summary judgment in favor of the only remaining defendants in this case, Richard Price and Mickey Shackelford, on November 5, 2015. Plaintiffs filed

1 a notice of appeal on November 30, 2015. On December 28, 2015 Plaintiffs' counsel, Michael L.
2 Matuska, served Price and Shackelford and also a former defendant in the action, Joe Baker, with a
3 Notice of Subpoena Duces Tecum to be served on two third-party banks, Wells Fargo at an address in
4 Las Vegas, Nevada, and Bank of America at an address in Wilmington, Delaware. The Notice of
5 Subpoena and the subpoenas bear the caption of this Court, including the case and department numbers,
6 and were issued by Michael Matuska, Esq., counsel for Plaintiffs. The documents bear his electronic
7 signature and Nevada Bar number. The Notice of Subpoena, but not the subpoenas themselves, also
8 bear the name of a Texas attorney who is not licensed to practice law in the State of Nevada and has
9 not appeared *pro hac vice* in this case pursuant to Nevada Supreme Court Rule 42. The subpoenas
10 required that the requested documents be returned to the law office of Mr. Matuska, in care of a Texas
11 company.

12 Plaintiffs' counsel has conceded that these subpoenas were not issued in furtherance of
13 execution on a default judgment against any party against whom a default judgment was entered and
14 that the subpoenas are therefore not subject to the discovery provisions set forth in NRCP 69. Moreover,
15 Plaintiffs did not move this Court for leave to conduct any post-judgment discovery allowed by NRCP
16 27 to perpetuate testimony or seek this Court's order of the character provided for by NRCP 34,
17 including the for the issuance of subpoenas duces tecum.

18 The issuance of a subpoena, whether by the clerk of the court or an attorney acting as an officer
19 of the court, invokes the power of the court to act in a matter pending before the court. NRCP 45(a)(B)
20 requires that a subpoena state the title of the action, and the name of the court in which it is pending.
21 NRCP 45(a)(3) permits an attorney, as an officer of the court, to issue a subpoena "on behalf of the
22 court." Since this case has been dismissed, no action is pending before this Court and absent leave
23 granted by the Court, an officer of the court, including counsel for Plaintiffs, cannot issue a subpoena
24 invoking both the authority of the Court and purporting to act on its behalf.

25 Moreover, except as authorized by NRCP 27 or 69, a district court is without jurisdiction to act
26 on matters related to the merits of the case after dismissal. *Emerson v. Eighth Judicial Dist. Court*, 127
27 Nev. Adv. Op. 61 (2011), citing *Jeep Corp. v. District Court*, 98 Nev. 440 (1982). In addition, the
28 filing of a notice of appeal removes the district court's jurisdiction to determine any matters involved

1 in the appeal. *Fishman v. Las Vegas Sun, Inc.*, 75 Nev. 13 (1959).

2 *Emerson* held that a district court lacks jurisdiction after dismissal to consider matters related to
3 the merits of the case, but retains jurisdiction to consider collateral matters, and thus retains jurisdiction
4 to impose sanctions for attorney misconduct that occurred prior to dismissal. The Court also has
5 jurisdiction to consider motions for attorney's fees and other matters that have no bearing on the merits
6 of an appeal or the underlying case. Here, the subpoenas issued by Plaintiffs' counsel are directly
7 related to the merits of both the district court case and the appeal of the dismissal, because they are
8 plainly attempting to acquire information relating to the potential culpability of the defendants
9 identified in the subpoenas, including Price and Shackelford. Also supportive of the conclusion that
10 they are not collateral to the merits of the case or pending appeal is the fact that they are also signed by
11 Texas counsel, suggesting that there is some other purpose for the subpoenas related to the merits of
12 the action, rather than for the purposes permitted by NRCP 27 or 69 or some other permissible collateral
13 matter.

14 Therefore, absent the issuance of subpoenas with leave of court following entry of judgment
15 seeking discovery related to a permissible collateral matter, the Court is without jurisdiction to issue
16 them, and no person acting on behalf of the Court may invoke its power where the Court lacks
17 jurisdiction.

18 Contrary to the assertions of Plaintiff's counsel in the Opposition to the motion to quash, the
19 issuance of the challenged subpoenas was not authorized the Court's September 29, 2015 Order
20 Granting Plaintiffs' Motion for Issuance of Commissions for Out-of-State Depositions. That order
21 directed the clerk to issue commissions to an out-of-state court, in the jurisdiction where depositions
22 were contemplated. A commission, permitted by NRCCP 28(a), is a request by a Nevada court to a
23 court of another jurisdiction to issue process in accordance with the law of that jurisdiction. It is not an
24 approval of the issuance of process in Nevada under the authority of this Court. Therefore, that order
25 has no bearing on the issuance of post-judgment subpoenas by counsel acting as an officer of this Court

26 For the reasons set forth herein, it is the order of the Court that the Notice of Subpoena and the
27 subpoenas duces tecum served on December 28, 2015, after dismissal of this action and after the filing
28 of a notice of appeal, are quashed. Counsel for Plaintiffs is hereby ordered to serve a copy of this order

1 on the parties who were served with a Notice of Subpoena Duces Tecum and on Texas counsel whose
2 name appears on the Notice of Subpoena. Counsel for Plaintiffs shall also serve a copy of this order on
3 Wells Fargo and Bank of America, the nonparties who were commanded to produce documents.
4 Counsel for Plaintiffs is hereby directed to cease any further discovery in this case without filing a
5 motion and obtaining leave of this Court to do so. Lastly, because Price and Shackelford were obliged
6 to respond to the issuance of subpoenas in the absence of jurisdiction of this Court, Price and
7 Shackelford are entitled to their reasonable attorney's fees incurred in prosecuting the successful motion
8 to quash. Price and Shackelford are granted leave to file a motion for those attorney's fees.

9 IT IS SO ORDERED.

10 Dated this 10th day of February, 2016.

11
12 
13 THOMAS W. GREGORY
14 JUDGE OF DISTRICT COURT
15
16
17

18 Copies served by mail this 10 day of February, 2016, to:

19 Michael Matuska, Esq.
20 2310 South Carson Street, #6
21 Carson City, Nevada 89701

22 Richard A. Oshinski, Esq.
23 Mark Forsberg, Esq.
24 Oshinski & Forsberg, Ltd.
25 504 E. Musser Street, Suite 302
26 Carson City, Nevada 89701
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27 Vicki Barrett
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1 Mark Forsberg, Esq., NSB 4265
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7 Mark@OshinskiForsberg.com
8 Attorney for Defendants
9 MICKEY SHACKELFORD and
10 RICHARD PRICE
11

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Douglas County
District Court Clerk

FILED
2016 FEB 12 PH 3:27

WILLIAMS

[Signature]

IN THE NINTH JUDICIAL DISTRICT COURT OF NEVADA

IN AND FOR THE COUNTY OF DOUGLAS

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

Case No. 11 CV 0296

Dept. No. II

17 Plaintiffs,

NOTICE OF ENTRY OF ORDER

18 vs.

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

26 Defendants.

27 PLEASE TAKE NOTICE that this Court entered its *Order Granting Attorney's Fees to*
28 *Defendants Price and Shackelford* on the 5th day of February, 2016, a true and correct copy of which
is attached hereto as Exhibit I.

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

Dated this 10th day of February, 2016.

OSHINSKI & FORSBERG, LTD.

By

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

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CERTIFICATE OF SERVICE

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

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

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

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

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

☐ Federal Express, UPS, or other overnight delivery fully addressed as follows:

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

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

Executed on this 10th day of February, 2016, in Carson City, Nevada.

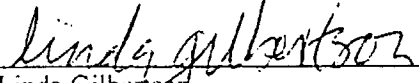

Linda Gilbertson

EXHIBIT 1

EXHIBIT 1

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FEB - 5 2016

Case No. 11-CV-0296

Dept. No. II

Douglas County
District Court Clerk 2016 FEB - 5 PH 3: 53

M. BIAGGINI
DEPUTY

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

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

Plaintiffs,

vs.

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

Defendants.

ORDER GRANTING ATTORNEY'S FEES
TO DEFENDANTS PRICE AND
SHACKELFORD

THIS MATTER comes before the Court on *Defendants' Price and Shackelford's Motion for Attorney's Fees* filed on November 25, 2015. The motion is ripe for consideration.

This litigation regards a joint venture agreement between Heli Ops International and C4 Worldwide and a subsequently entered into settlement agreement. Plaintiffs have been at liberty over the course of the past four years to direct their lawsuit. Plaintiffs have secured \$20,000,000 in default

1 judgments against C4 Worldwide, Inc., and individual defendants
2 DR Rawson, Michael Kavanagh, Joe Baker and Jeffrey Edwards
3 premised upon the settlement agreement. Price and Shackelford,
4 directors/officers of C4, are the only remaining Defendants.

5 Findings of Fact and Conclusions of Law

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

12 On November 29, 2009, Heli Ops entered into a joint venture
13 agreement ("JVA") with C4. The JVA required Heli Ops to loan C4
14 \$1,000,000 USD. The funds were to be used by C4 as the capital
15 to acquire and then leverage Collateralized Mortgage Obligations
16 ("CMO") with a face value of "up to \$1,000,000,000 USD."

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

26 On the same day the JVA was entered into, and in conjunction
27 therewith, C4 and Heli Ops executed a Promissory Note and
28 Security Interest in the CMO ("Promissory Note"). The Promissory

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

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

12 On March 1, 2010, a document entitled *Settlement Agreement*
13 *and Release of All Claims* ("SA") was executed by Heli Ops and C4
14 with Jeffrey Cain, Peggy Cain and DR Rawson joining in their
15 individual capacities. Price and Shackelford were not parties to
16 the SA.

17 The SA begins with the following statement of intent:

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

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

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

28 Section 1 of the SA, entitled "CONSIDERATION" states in

1 relevant part:

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

7 Consistent with the JVA, section 1.2 requires that C4 assign
8 a 49% interest in the CMO's to the Cains. Upon payment of the
9 \$20,000,000 plus interest, the SA and JVA require the Cains to
10 transfer their 49% ownership interest in the CMO's back to C4.

11 Section 2 of the SA, entitled "RELEASE" states in relevant
12 part:

13 2.1 The Cains...and all other affiliated persons, firms
14 or corporations, hereby fully and forever releases and
15 discharges C4 WorldWide, from any and all claims that
16 exist arising out of C4 WorldWide's financial
17 misfortunes and resultant inability to timely pay the
18 Promissory Note and Security Interest in CMO Securities
19 dated November 29, 2009 (a true and correct copy of
20 which is attached hereto as Exhibit A and is
21 incorporated herein by reference). Such release covers
22 the Cains...hereby fully and forever release and
23 discharge C4 WorldWide, it successors, predecessors,
parents, assigns, agents, employees, officers,
directors, insurers, and all other affiliated persons,
firms or corporations, of and from any and all past,
present and future claims, demands, obligations, causes
of action for damages of any kind, known and unknown,
the basis of which now exist or hereafter may become
manifest that are directly or indirectly related to the
facts in any of the claims of any kind asserted against
or which could have been asserted in any of the claims.

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

26 3.1 The parties expressly acknowledge and agree that
27 the Release set forth in Section 2 is a general release
of the matters described above.

1 3.3 The parties expressly acknowledge and agree that
2 the purpose and effect of this Agreement is to fully
3 and forever resolve all issues relating to claims
4 arising out of and which could be asserted in this case
5 and that no party will pursue the other for anything
6 relating in any way to the claims being released.

7 3.4 The parties expressly acknowledge and agree that
8 the terms of this Agreement are contractual in nature
9 and not merely a recital.

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

17 Over the next four years the landscape of the case shifted
18 through four different complaints and many motions. The
19 Plaintiffs obtained default judgments against C4, Rawson,
20 Kavanagh and Edwards for \$20,000,000 under the SA.

21 On July 28, 2015, the Court granted partial judgment on the
22 pleadings in favor of Baker, Price and Shackelford. The Court
23 held that given the release provision of the SA, Plaintiffs
24 cannot, as a matter of law, enforce the SA against Price and
25 Shackelford, non-party beneficiaries to the SA. However, based
26 upon limited language in the TAC wherein Plaintiffs seemingly
27 contest the validity of the SA, the Court stated:

28 As already indicated, the allegation in the TAC that the
Settlement Agreement was illusory could form the basis to
set aside the Settlement Agreement in its entirety,
including the Release. In which case, Plaintiffs could
pursue personal liability under the Joint Venture Agreement
on the theory of alter ego. Material issues of fact thus
exists that prevent a determination with respect to the

1 enforceability of the Release on those portions of the
2 remaining claims for Relief relating to the Joint Venture
Agreement.

3 *Order Granting in Part Defendant Joe Baker's Motion for Judgment*
4 *on the Pleadings and Denying Plaintiff's Cross-Motion for*
5 *Judgment on the Pleadings*, p. 12, lines 5-14, filed July 28,
6 2015.

7 Subsequent to the July 28, 2015, Order, Baker was dismissed
8 out of the case at the joint request of Plaintiffs and Baker,
9 leaving Price and Shackelford as the only remaining Defendants.
10 Price and Shackelford moved for summary judgment on the basis
11 that Plaintiffs should be precluded from seeking rescision of the
12 SA and its sweeping release provision.

13 In opposing the motion, Plaintiffs finally, after four years
14 of litigation, made it clear that they never intended to seek
15 rescision of the SA. Specifically, Plaintiffs stated, "Rescision
16 does not apply to this case, as Baker has never offered to
17 restore the Cain's to their former position. Hence, the
18 Settlement Agreement cannot be rescinded and the correct course
19 of action was for the Cains to sue for money damages, which they
20 have done." Plaintiffs' Opposition, page 6, lines 17-21.

21 This clarification by Plaintiffs removed the material issue
22 that had previously deterred the Court from granting complete
23 judgment on the pleadings in favor of Price, Shackelford and
24 Baker. It also meant that all remaining parties, Plaintiffs
25 included, acknowledged the validity of the SA.

26 This led the Court to conclude, "as a matter of law, from
27 the clear and unambiguous terms of the Settlement Agreement and
28 Release of All Claims, that Plaintiffs bargained for the

1 liability of C4 and Rawson to the tune of \$20,000,000 plus
2 interest in return for the general and sweeping release of the
3 likes of Price and Shackelford, non-parties to the JVA. The
4 release preempts all of the claims in Plaintiffs' TAC against
5 Price and Shackelford. Construing the SA in such a manner is
6 consistent with the clear and unambiguous terms of the SA, and
7 requires no inferences or reading into of terms." November 2015
8 *Order Granting Summary Judgement.*

9 Through the Court's July 28, 2015, *Order Granting Partial*
10 *Summary Judgment* and November 5, 2015, *Order Granting Summary*
11 *Judgment*, Price and Shackelford became "prevailing parties"
12 pursuant to NRS 18.010. *MB America, Inc., v. Alaska Pacific*
13 *Leasing Co.*, 132 Nev.Adv.Op. 8, (February 4, 2016). Price and
14 Shackelford now request attorney's fees under three different
15 theories: (1) Attorney's fees as a condition of the SA; (2) NRCP
16 68 and NRS 17.115; and (3) NRS 18.010(2)(b). Because the Court
17 exercises its discretions to award of attorney's fees to Price
18 and Shackelford pursuant to NRS 18.010(2)(b), the Court does not
19 reach the merits of the remaining alternative theories.

20 NRS 18.010(2)(b)

21 A court has discretion to allow attorney's fees to a
22 prevailing party:

23 Without regard to the recovery sought, when the court
24 finds that the claim...of the opposing party was
25 brought or maintained without reasonable grounds or to
26 harass the prevailing party. The court shall liberally
27 construe the provisions of this paragraph in favor of
awarding attorney's fees in all appropriate situations.
It is the intent of the Legislature that the court
award fees pursuant to this paragraph...in all
appropriate situations...

28 NRS 18.010(2)(b).

1 The Court does not fault Plaintiffs, who were not paid under
2 either the JVA or the SA, for seeking legal recourse. That
3 Plaintiffs achieved success against many of the Defendants
4 demonstrates legitimacy of their dispute and general good faith.
5 Through the current motion, however, the Court is tasked with
6 reviewing Plaintiffs action as it relates specifically to
7 prevailing Defendants Price and Shackelford.

8 Like all plaintiffs, Plaintiffs herein were at liberty to
9 craft their lawsuit in the sense of what theories to raise and
10 against whom to raise them. In so doing, Plaintiffs were aware
11 of and party to the operative documents, i.e., the JVA and SA,
12 the material terms of which this Court has found to be clear and
13 unambiguous. Plaintiffs attached the SA to the TAC.

14 Amongst the decisions for Plaintiffs to make in crafting
15 their lawsuit, was whether to seek relief pursuant to the SA
16 (\$20,000,000 generally), the JVA (\$1,000,000 generally), or both.
17 In so deciding, the SA provided clear and unambiguous notice to
18 Plaintiffs that if the SA was deemed to be valid and enforceable,
19 the tremendous upside to Plaintiffs (\$20,000,000 liability for C4
20 and Rawson), came at the cost of releasing Price and Shackelford.

21 Of course, Plaintiffs also controlled who to name as
22 defendants. In all versions of Plaintiff's Complaint, through
23 and including the TAC, Plaintiffs made claims against C4 as well
24 as C4's directors/officers in their individual capacities,
25 including Price and Shackelford.

26 Plaintiffs' TAC was equivocal regarding whether Plaintiffs's
27 were arguing for or against the validity of the SA. For
28 instance, Plaintiffs claimed that the SA had been breached by

1 Defendants while also claiming that the SA was illusory.
2 Recognizing and respecting Plaintiffs' discretion to frame
3 their case and raise various and alternative claims for relief,
4 Plaintiffs were given every opportunity by the Court over four
5 years of litigation to drive their case. During that time,
6 Plaintiffs generally focused on the big prize, that being C4's
7 \$20,000,000 obligation, but did not disavow or retract their
8 claim that the SA was illusory nor withdraw their claims against
9 Price and Shackelford (even after Plaintiffs were successful in
10 enforcing the SA against C4 and Rawson).

11 While Plaintiffs' pursuit of damages against C4 and Rawson
12 under the SA was not surprising or unreasonable, the same cannot
13 be said of Plaintiffs' pursuit of Price and Shackelford under the
14 SA. Plaintiffs maintained that Price and Shackelford were liable
15 to Plaintiffs for \$20,000,000 under the SA, even though Price and
16 Shackelford were not parties to the SA and were clearly the
17 beneficiary of the SA's release.

18 In essence, Plaintiffs sought to enforce the aspects of the
19 SA beneficial to Plaintiffs, \$20,000,000, while ignoring the
20 required release. This prompted the Court's July 28, 2015, Order
21 wherein the Court stated the obvious: As a matter of law, Price
22 and Shackelford cannot be held liable under the SA as they were
23 not parties to the SA but were beneficiaries of its clear and
24 unambiguous release provision.

25 The Court left unaffected Plaintiffs ability to claim that
26 the SA was subject to rescission or was otherwise unenforceable,
27 thereby voiding the release of Price and Shackelford. In
28 responding to Price and Shackelford's *Motion for Summary*

1 Judgment, however, Plaintiffs finally, after four years of
2 litigation, made it patently clear that they have no desire to
3 void the SA (not surprising since doing so would frustrate
4 Plaintiffs' pursuit of the attenuate \$20,000,000 obligation of C4
5 and Rawson).

6 Remarkably, however, Plaintiffs never released Price and
7 Shackelford from the lawsuit nor did Plaintiffs amend the TAC to
8 remove the claim that the SA was illusory. Plaintiffs' position
9 prompted the Court's November 2015 Order Granting Summary
10 Judgment wherein the Court, once again, stated the obvious: As a
11 matter of law, if the SA is valid and enforceable, Price and
12 Shackelford must be released from all claims.

13 It is now clear to the Court that Plaintiffs never intended
14 to argue, as an alternative theory or otherwise, against the
15 enforceability of the SA despite language in the TAC (and prior
16 versions of the Complaint) to the contrary and despite
17 Plaintiffs' pursuit of Price and Shackelford. Rather, Plaintiffs
18 always insisted that they should reap the benefits of the SA
19 while being impervious to the required release of Price and
20 Shackelford. Plaintiffs' position was unreasonable from the
21 inception of the lawsuit through the granting of summary
22 judgment.

23 Accordingly, given the clarity of the release provision of
24 the SA, as well as its other material terms, the Court finds that
25 Plaintiffs' claims against Price and Shackelford were brought and
26 maintained without reasonable ground. NRS 18.010(2)(b). That
27 Plaintiffs never produced evidence that Price or Shackelford made
28 a false representation or suppressed a material fact which in

1 turn induced Plaintiffs to enter into either the JVA or the SA, a
2 point admitted to by Jeffrey Cain in his deposition, only
3 bolsters this finding.

4 The Court pays heed to the clearly stated legislative intent
5 regarding awarding attorney's fees in such circumstances, and
6 exercises its discretion to award Price and Shackelford
7 reasonable attorney's fees. In analyzing the reasonableness of
8 the requested fees, the Court has considered the following
9 factors without giving any singular factor undue weight: (1) The
10 qualities of the advocate; (2) The character of the work done;
11 (3) The work actually performed by the lawyer; and (4) The result
12 obtained. *Brunzell v. Golden Gate National Bank*, 85 Nev. 345,
13 349-350, 455 P.2d 31 (1969).

14 Price and Shackelford jointly retained Oshinski & Forsberg,
15 Ltd, to represent them in this matter. Price and Shackelford
16 have provided sufficient proof that they incurred legal fees in
17 defending this action through summary judgment at a rate of
18 \$350.00 per hour for a total of \$95,843.56.

19 The Court finds that the rate per hour of legal services
20 charged by Oshinski & Forsberg, Ltd., \$350, is reasonable
21 considering the experience of counsel, the nature of the case,
22 Mr. Forsberg's averment that the rate is within the range of fees
23 charged by other attorneys in the community and the Court's
24 knowledge of the same.

25 The Court finds that the amount of hours spent by Oshinski &
26 Forsberg, Ltd., in defending this matter through summary
27 judgement was likewise reasonable. Four years of litigation at a
28 total cost of \$95,843.56 representing two clients (\$47,921.78

1 each), is not unreasonable, particularly considering how hard
2 this case was fought and the number and complexity of motions
3 both filed and opposed.

4 That the result for Price and Shackelford could not have
5 been better is a testament to the quality of work performed.
6 Plaintiffs' contend that the attorney's fee award should be
7 limited to time spent on the motion providing the ultimate
8 result, i.e., the *Motion for Summary Judgment*, because the result
9 achieved by Price and Shackelford could have been achieved
10 earlier. While that argument may be taken and an acknowledgment
11 by Plaintiffs that their maintenance of the lawsuit against Price
12 and Shackelford was unreasonable in its inception, it it does not
13 provide a compelling reason to reduce the award of attorney's
14 fees.

15 The Court does not find fault in the resilient and
16 aggressive efforts of Price and Shackelford to defend against a
17 \$20,000,000 claim under an SA that they were not parties to that
18 purported to grant them a complete release of liability. There
19 is no indication that Price and Shackelford had clairvoyance at
20 the beginning of the lawsuit regarding the granting of summary
21 judgment and, knowing the same, maliciously dragged out the
22 litigation for four years so as to increase the amount of money
23 owed to counsel. It is Plaintiffs who chose to pursue Price and
24 Shackelford for four years despite the SA's clear and unambiguous
25 release provision. It is also Plaintiffs who chose,
26 unreasonably, to reject reasonable offers of judgement even after
27 they had successfully enforced the SA against C4 and Rawson.

28 Having weighed all of the *Brunzell* factors, the Court finds

1 that Price and Shackelford's request for attorney's fees is
2 reasonable as is the amount requested. The Court exercises its
3 discretion to award the requested fees of \$95,843.56. Good cause
4 appearing,

5 IT IS HEREBY ORDERED that Defendants' Price and
6 Shackelford's Motion for Attorney's Fees is GRANTED. Plaintiffs
7 are ordered to pay Defendant Price and Shackelford's attorney's
8 fees in the amount of \$95,843.56 to Oshinski & Forsberg, Ltd.

9 Dated this 5th day of February, 2016.

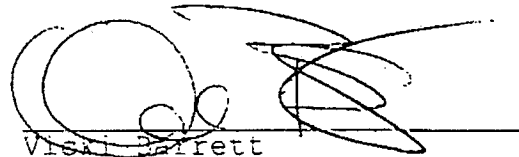
10 

11 THOMAS W. GREGORY
12 DISTRICT COURT JUDGE

13
14 Copies served by mail this 5 day of February, 2016, to:

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

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

23 
24 Vicki Barrett

CASE NO. 11-CV-0296

DEPT NO. II

PEGGY CAIN, et al,

Plaintiff,

PLAINTIFF'S COUNSEL:

Michael Matuska

v.

D.R. RAWSON et al,

Defendant,

DEFENDANT'S COUNSEL:

Mr. Thompson

DATE: 10-07-13

JUDGE: MICHAEL P. GIBBONS

CLERK: Kristin Wilfert

COURT REPORTER: Not Reported

LAW CLERK: Joan Neuffer

BAILIFFS: David Nishikida

The above-entitled matter was before the Court this being the time set for a HEARING ON CLAIM OF EXEMPTION. The plaintiff was not present in Court but represented by counsel. The defendant was present in Court and represented by counsel.

Mr. Thompson argued that 3 of the funds do not belong in this lawsuit.

The Court took a brief recess so the parties could try to reach a settlement at 3:05 p.m.

The Court reconvened at 3:25 p.m.

Mr. Thompson told the Court that a settlement has not been reached and they are open to a re-hearing.

Ms. Rawson was sworn and testified.

Ms. Rawson told the Court that she had a loan from her parents in the amount of \$26,000.00.

The Court DENIED with prejudice the motion for exemption.

Mr. Matuska provided Mr. Thompson a copy of exhibits for a future hearing.

CASE NO. 11-CV-0296

DEPT NO. II

PEGGY CAIN et al,

Plaintiff,

PLAINTIFF'S COUNSEL:

Michael Matuska

v.

D.R. RAWSON,

Defendant,

DEFENDANT'S COUNSEL:

Proper Person

DATE: 10-14-13

JUDGE: MICHAEL P. GIBBONS

CLERK: Kristin Wilfert

COURT REPORTER: Not Reported

LAW CLERK: Joan Neuffer

BAILIFFS: Eric Lindsay

OTHERS PRESENT: Mr. Thompson - via telephone

The above-entitled matter was before the Court this being the time set for a HEARING ON CLAIMS OF EXEMPTION. The plaintiff was not present in Court but represented by counsel/ Michael Cavanaugh was present in Court and in Proper Person.

Michael Cavanaugh was sworn.

Mr. Cavanaugh said he was homeless with no vehicle. Mr. Cavanaugh requested an exemption.

Defendant marked exhibit A.

Plaintiff marked exhibit 1. The Court admitted exhibit 1.

Mr. Matuska requested that Mr. Cavanaugh appear for a detailed examination, noting that the default judgment was already entered.

Mr. Matuska examined Mr. Cavanaugh in short detail.

Mr. Matuska will represent that there was \$2,000,000.00 in account and \$1,000,000.00 taken out into Mr. Cavanaugh's joint account.

Plaintiff marked exhibit 2. The Court admitted exhibit 2 for limited purpose.

The Court DENIED with prejudice the request for exemption by Margaret Rawson.

The Court released Mr. Thompson from his duty.

Mr. Cavanaugh's address (UPS Store):

P.O. Box 2401

East Thirty Second Street, Suite 277

Joplin, MO

The Court DENIED Mr. Cavanaugh's request for exemption to claim.

The Court instructed Mr. Matuska to not keep going after Ms. Rawson.

CASE NO. 11-CV-0296

DEPT NO. II

PEGGY AND JEFFREY CAIN, et al,
Plaintiff,

PLAINTIFF'S COUNSEL:
Michael Matuska

v.

DR RAWSON, et al,
Defendant,

DEFENDANT'S COUNSEL:
None Present

DATE: 08-10-15

JUDGE: THOMAS W. GREGORY

CLERK: Kristin Wilfert

COURT REPORTER: Not Reported

LAW CLERK: Skylar Young

BAILIFFS: David Nishikida/William Charles

OTHERS PRESENT: Michael Johnson - Counsel for Joe Baker
Mark Forsberg - Counsel for Richard Price and Mickey
Shackelford

The above-entitled matter was before the Court this being the time set for an PRE-TRIAL CONFERENCE. The plaintiff was present in Court and represented by counsel. Defendant Joe Baker was present and represented by counsel. Defendant's Richard Price and Mickey Shackelford were present in Court and represented by counsel.

The Court canvassed the parties as to the Court's procedure for a jury trial.

Mr. Matuska presented statements to the Court.

Mr. Johnson presented statements to the Court.

Mr. Forsberg presented statements to the Court.

Mr. Matuska requested to meet outside of Court with counsel for discussions.

The Court recessed at 3:20 p.m.. The Court reconvened at 4:38 p.m.

The Court stated for the record that it met with counsel in chambers during recess.

The Court stated for the record that there are multiple motions and an agreement with counsel to vacate the trial date.

Mr. Matuska, Mr. Johnson, and Mr. Forsberg all agreed to continue trial to another future date.

A new trial date is now set for April 16, 2016 for 6 days.

A motions hearing is set for December 8, 9, 10, 2015 (3 days) at 9:00 a.m. (All day).

The Court will not renew or extend discovery deadline.

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

3
4 I, BOBBIE WILLIAMS, County Clerk of Douglas County,
5 State of Nevada, and ex-officio Clerk of the District Court, Ninth
6 Judicial District of the State of Nevada, in and for the said
7 County of Douglas; said Court being a Court of Record, having
8 common law jurisdiction, and a Clerk and a Seal, do hereby certify
9 that the foregoing are the full, true copies of the following original
10 pleadings filed in Case No. 11-CV-0296 CAIN V. RAWSON; Amended and
11 Supplemental Notice of Appeal; Amended and Supplemental Case Appeal
12 Statement; District Court Docket entries; Order and Notice of Entry of
13 Order; and District Court Minutes.

14 IN TESTIMONY WHEREOF, I have hereunto set my hand and
15 affixed my Official Seal at Minden, in said County and State this 2nd
16 day of March, A.D., 2016.

17
18 County Clerk

19 Deputy Clerk
20
21
22
23
24
25
26
27
28



BOBBIE R. WILLIAMS

**CLERK OF COURT
COURT ADMINISTRATOR
JURY COMMISSIONER**

District Court Clerk's Office

(775) 782-9820

Tahoe Justice Court

(775) 586-7200

East Fork Justice Court

(775) 782-9955

Transmittal to the Supreme Court

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

Date: March 2nd, 2016

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

District Court Case Name: CAIN V RAWSON

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

- ** Notice of Appeal
- ** Case Appeal Statement
- ** District Court Docket entries
- ** Judgment(s) or order(s) appealed from
- ✓✓ Order (NRAP FORM 4)
- ** Notice of entry of the judgment(s) or order(s) appealed from
- ✓✓ Certification order directing entry of judgment pursuant to NRCP 54(b)
- ** District Court Minutes
- ✓✓ Exhibit List
- ** Supreme Court filing fee (\$250.00), if applicable

Respectfully,

BOBBIE WILLIAMS
CLERK OF COURT

By: 
Deputy Court Clerk

Items checked are not applicable or not available.

15 MAR 03 2016
TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
DEPUTY CLERK