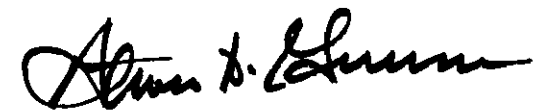


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CLERK OF THE COURT

RIS

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

THE FREDERIC AND BARBARA
ROSENBERG LIVING TRUST,

Plaintiff,

vs.

CASE NO.: A-13-689113-C
DEPT NO.: I

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

Defendants.)

**DEFENDANT SHAHIN SHANE
MALEK'S REPLY IN SUPPORT
OF MOTION FOR ATTORNEYS' FEES
AND COSTS**

I. Introduction

The Fredric and Barbara Rosenberg Living Trust (the "Trust") failed to timely oppose Malek's motion for attorneys' fees and costs. At the time of the Court's October 22, 2015 hearing on Malek's motion, the Trust still had not opposed the motion. Based on the colloquy between the parties' counsel and the Court at that hearing, it seemed that the Trust had provided a copy of its opposition to the Court, but never filed it or supplied it to Malek's counsel. The Trust's counsel did not even have a

1 copy for Malek to review at the hearing. Only *after* the Court's properly noticed hearing on Malek's
2 motion did Malek's counsel, for the very first time, see the Trust's opposition. It was not filed until
3 the following day, October 23, 2015. (Opp. at 1)

4 The Trust's opposition is silent about this fatal issue. To the extent the Court even considers
5 the Trust's opposition, it only further demonstrates why the Court is well within its discretion in
6 awarding Malek his attorneys' fees and costs. The Trust misapprehends the Court's standard in
7 awarding fees under NRS 18.010(2)(b), and argues the Court should apply a higher standard than the
8 statute requires. It should not do so, and should not be persuaded by the hypothetical arguments the
9 Trust advances to justify its conduct in this litigation. The Court is fully equipped to evaluate Malek's
10 motion for attorneys' fees and costs, and should award Malek the fees he has incurred as a result of the
11 Trust suing him, its next-door neighbor, in this action designed to stop him from building his home.

12 **II. Argument**

13 The Trust's untimely opposition to Malek's motion should be disregarded. Under EDCR
14 2.20(e), the Trust should be deemed to have consented to Malek's motion. Yet, to the extent the Court
15 wishes to consider the Trust's opposition, it fails to show that the Trust brought or maintained this
16 action with reasonable grounds. The plain language of NRS 18.010(2)(b) calls for this Court to award
17 fees in order to discourage actions such as this one, and conserve its own limited judicial resources.

18 None of the justifications the Trust offers for its conduct show that its claims were made or
19 pursued with any reasonable grounds. Instead, the Trust's opposition relies on hypothetical scenarios
20 where its litigation campaign might, possibly, have found some solace in Nevada law. Here, though,
21 decades-old Nevada law expressly prohibited the very positions the Trust took in this case. While the
22 Trust cannot show to the Court that its claims against Malek were reasonable, the Court can readily
23 find that Malek's attorneys' fees incurred in defense of this action were, and would be within its
24 discretion to award them to him.

25 **A. The Trust Consented to Malek's Motion for Attorneys' Fees and Costs by Failing** 26 **to Timely Oppose It.**

27 The Trust's failure to file any form of opposition to Malek's motion until the day after its
28 scheduled hearing is sufficient for the Court to grant Malek's motion in full. Eighth Judicial District

1 Court Rule 2.20(e) provides that the Court may construe an opposing party's failure to serve and file a
2 written opposition as "an admission that the motion [...] is meritorious," and the opponent's consent to
3 the motion. This alone warrants the Court granting Malek's motion in full. Additionally, Nevada's
4 Supreme Court has affirmed that other district courts granting attorneys' fees and costs under this
5 rule's previous version were rightly within their discretion to do so. *Las Vegas Fetish & Fantasy*
6 *Halloween Ball, Inc. v. Ahern Rentals, Inc.*, 124 Nev. 272, 278, 182 P.3d 764, 768 (2008) (affirming
7 award of attorneys' fees and costs where motion was unopposed, as allowed under EDCR 2.20(b),
8 EDCR 2.20(e)'s predecessor); *see Foster v. Dingwall*, 126 Nev. Adv. Rep. 6, 227 P.3d 1042, 1046
9 (2010) (approving district court's construal of an unopposed motion for sanctions as admitted by the
10 opponent).

11 The Trust never filed its opposition until after the Court's originally scheduled hearing on
12 Malek's motion for attorneys' fees and costs. The Trust's attempt to include a certificate of service
13 dated September 28, 2015—and no other explanation for its tardiness—is unavailing. This Court's
14 electronic filing system could have provided ample data showing that the Trust's timely attempt to file
15 its opposition failed. The Trust had nearly a month to contact the Court and Malek to remedy this
16 issue, yet it utterly failed to do so. Its opposition is bereft of any explanation for its delay, or any
17 justification for requiring Malek to incur the fees of preparing for, and attending, another hearing on
18 his motion.

19 **B. Nevada Law Supports Malek's Request for Attorneys' Fees and Costs, and the**
20 **Trust's Arguments to the Contrary Ring Hollow.**

21 In awarding attorneys' fees and costs under NRS 18.010(2)(b), the Court's analysis "depends
22 upon the actual circumstances of the case rather than a hypothetical set of facts favoring plaintiff's
23 arguments." *Bergmann v. Boyce*, 109 Nev. 670, 675, 856 P.2d 560, 563 (1993).¹ In *Bergmann*, as in
24 the case here, the plaintiff's complaint survived a motion to dismiss under Rule 12(b)(5), but the
25 Supreme Court nonetheless found a number of plaintiff's claims were "groundless" and warranted the
26 award of attorneys' fees. *Id.* at 676, 856 P.2d at 564. While the Trust argues that its case could

27 ¹ This decision favorably cites *Fountain v. Mojo*, 687 P.2d 496, 501 (Colo. Ct. App. 1984), which
28 holds that a claim is groundless if "the complaint contains allegations sufficient to survive a motion to
dismiss for failure to state a claim, but which are not supported by any credible evidence at trial."

1 theoretically have merit and the Court merely disagreed with its positions (Opp. at 2:2-7), Nevada law
2 holds that this is no defense to liability for a prevailing party's attorneys' fees and costs. *Id.*

3 The Trust's position further relies on an inaccurate reading of NRS 18.010(2)(b), focusing only
4 on its use of the words "frivolous" or "vexatious." This misstates the standard for when the Court may
5 award attorneys' fees and costs to a prevailing party: when the action is "brought or maintained
6 without reasonable ground or to harass the prevailing party." NRS 18.010(2)(b). The Trust also
7 ignores the Legislative directive that Nevada's District Courts should "liberally construe the provisions
8 of this paragraph in favor of awarding attorney's fees." *Id.* This section goes on to state that "It is the
9 intent of the Legislature that the court award attorney's fees pursuant to this paragraph," both to deter
10 frivolous and vexatious litigation and to conserve "limited judicial resources." *Id.* Read in full, NRS
11 18.010(2)(b) operates in a manner much different than how the Trust contends (Opp. at 3:23-25), and
12 favors the Court granting Malek his attorneys' fees in this action.

13 **1. Nevada Law Never Supported The Trust's Easement Claim.**

14 The Court granted Malek's Motion for Summary Judgment on the Trust's easement claim
15 based on two cases: *Boyd v. McDonald*, 81 Nev. 642, 650-51, 408 P.2d 717, 722 (1965), and *Probasco*
16 *v. City of Reno*, 85 Nev. 563, 565, 459 P.2d 772, 774 (1969). (Order of Aug. 13, 2015 at 9:20-11:2)
17 Because the Trust's only identifiable bases for claiming an easement in Malek's property were the
18 protection of its view, light and privacy, the Court entered judgment in Malek's favor. (Order of Aug.
19 13, 2015 at 7:21-8:5) The Trust's feared loss of view, light, and privacy fell squarely within the scope
20 of implied easements prohibited by *Boyd* and *Probasco*.

21 The Trust did not seek to extend Nevada law into a new frontier, or bring a murky doctrine into
22 the light; its main theory of the case was premised on a doctrine Nevada "expressly repudiated" nearly
23 50 years prior. *Probasco*, 85 Nev. at 565, 459 P.2d at 774, *citing Boyd*, 81 Nev. 642, 408 P.2d 717.
24 Where proper research would reveal that a claim is barred by existing law, it is brought or maintained
25 without any reasonable ground. *Huettig & Schromm, Inc. v. Landscape Contractors Council*, 582 F.
26 Supp. 1519, 1522 (N.D. Cal. 1984) (imposing sanctions where counsel "knew or should have known"
27 no cause of action existed, and that an argument for extension or modification of existing law was
28 unfounded); *Innkeepers' Telemanagement & Equip Corp. v. Hummert Management Group*, Case No.

1 92 C 8416 1994 U.S. Dist. LEXIS 16075 at *28 (N.D. Ill. Nov. 2, 1994) (finding that plaintiff's failure
2 to adequately investigate the controlling precedent could not be construed as an argument for extension
3 or modification of existing law). Here, the Trust's entire case was predicated on seeking an implied
4 easement to protect its view, light, and privacy, despite Nevada law's express refusal to recognize such
5 easements since 1965. *See Probasco*, 85 Nev. at 565, 459 P.2d at 774.

6 In defense of its litigation, the Trust cites nearly 20 cases, with little if any explanation, for the
7 proposition that implied restrictive covenants exist. (Opp. at 4:26-6:7) The Trust's research into the
8 existence of implied restrictive covenants misses the mark. The issue actually before the Court in this
9 case was not whether Nevada law recognizes implied restrictive covenants in the abstract, but whether
10 the Trust could assert one to protect its view, light and privacy—the only potential losses the Trust
11 identified in this case's voluminous discovery. (Order of Aug. 13, 2015 at 7:21-8:5) In fact, the Trust
12 even cites *Boyd* as one of the cases justifying its position in this litigation (Opp. at 5:4-5), despite the
13 Court's reliance on it in granting Malek judgment on the Trust's claims. (Order of Aug. 13, 2015 at
14 9:20-10:20) While the Trust conclusorily asserts that it "did research the issue," (Opp. at 4:23-24) it
15 fails to explain the depth or breadth of its efforts, if any. This silence about the Trust's diligence
16 stands athwart its insistence that it had reasonable grounds to pursue its claims.

17 The Trust's claimed research is exactly the kind of hypothetical rationalization that *Bergmann*
18 prohibits when analyzing a party's reasonable grounds for bringing or maintaining suit. 109 Nev. at
19 675, 856 P.2d at 563. It is possible that the Trust's positions would have been viable if the facts of this
20 case had been different, or it sought an easement for anything other than to protect its view, light, or
21 privacy. But it did not (Order of Aug. 13, 2015 at 7:21-8:5), and controlling Nevada precedent from
22 1965 required that the Trust lose. This was not a new legal development, nor a decision that came
23 down from the Nevada Supreme Court during the litigation.

24 In addition, and relevant to the Court's consideration of this case's "actual circumstances" in
25 assessing whether the Trust had reasonable grounds to bring suit, the Court must consider all of the
26 Trust's available resources. *Bergmann*, 109 Nev. at 675, 856 P.2d at 563. The Trust had access not
27 only to sophisticated counsel, but had a seasoned real estate agent as its trustee, and yet another Las
28 Vegas attorney as its beneficiary. (Order of Aug. 13, 2015 at 5:24-6:8); in light of extant law and the

1 resources available to it, the Trust cannot credibly claim it expected to win this case, rather than use it
2 as a vehicle to impose significant legal costs upon Malek. (*See* Mot. Exhs. B-D) There were no
3 reasonable grounds for the Trust to bring its claims against Malek. There is, however, ample basis to
4 see this litigation as a mechanism for the Trust to harass Malek, and coerce him to abandon his plans to
5 build his home.

6 **2. The Trust's Arguments In Support of its Other Claims Fail to Show They**
7 **Were Brought or Maintained on Reasonable Grounds.**

8 The Trust's opposition devotes exactly one paragraph to discussing its reasonable grounds for
9 bringing a novel claim of implied restrictive covenant, and styling its requests for injunctive and
10 declaratory relief as separate causes of action. (Opp. at 6:8-16) The Trust cites no case law supporting
11 its positions, and does not grapple with extant Nevada law showing these claims were barred, or would
12 be rejected.² (Mot. at 7:12-8:3; Mot. Exh. A at 11-12)

13 In particular, Nevada's legal tradition has long opposed the recognition of new causes of action
14 with inconsistent elements and subjective standards of application. *Brown v. Eddie World LLC*, 131
15 Nev. Adv. Rep. 19, 348 P.3d 1002 (2015); *Badillo v. Am. Brands*, 117 Nev. 34, 42, 16 P.3d 435, 440
16 (2001); *Greco v. U.S.*, 111 Nev. 405, 408-09, 893 P.2d 345, 347-58 (1995). The Trust had access to
17 this information before filing suit, as well as the disparate standards for an implied restrictive covenant
18 claim within the jurisdictions that recognized it (Order of Aug. 13, 2015 at 11:3-20), yet pursued this
19 cause of action anyway. Nevada's recognition of declaratory and injunctive relief only as remedies,
20 rather than causes of action, also long pre-dated this litigation. (Order of Aug. 13, 2015 at 12:3-18)
21 The Trust's opposition does nothing to address, let alone refute, the weight of Nevada law against any
22 reasonable ground for these claims, whether in their current form or as any professed extension of
23 existing law.

24 **3. The Trust's Only Supporting Evidence for Its Opposition Was Never**
25 **Attached as An Exhibit to Its Brief.**

26 Within its opposition, the Trust cites extensively to the Court's transcript from its hearing on
27 Malek's Motion for Summary Judgment. (Opp at 6:27-7:14) Although claiming to have attached the

28 ² This, too, essentially qualifies as a concession to Malek's motion under EDCR 2.20(e), which
requires a party to file a memorandum of points and authorities – generally understood to require legal
argument under EDCR 2.20(c).

1 transcript as Exhibit 1 to the motion, this exhibit was never attached to the brief the Trust filed on
2 October 23, 2015. (*See generally*, Opp.) While Malek does not doubt the accuracy of the quoted
3 excerpts, the Trust's failure to attach the exhibit impairs his ability to put the Court's statements in
4 their proper context.

5 The Court's colloquy with the parties at that hearing did not prevent it from entering its clear
6 and forceful order granting judgment to Malek on the Trust's claims (Order of Aug. 13, 2015). Nor
7 did it stop the Court from granting the MacDonald Highland Defendants' motion for attorneys' fees
8 and costs. (Order of Nov. 10, 2015) The Court's award of these attorneys' fees and costs was based on
9 the premise that the Trust's rejection of those defendants' offer of judgment in January of 2015 was
10 objectively unreasonable in light of the known facts and applicable law at the time. (*See Id.*)

11 Whatever the Court may have said at the time it heard Malek's motion, its written orders
12 remove any doubt about its holdings. The Court's actions, rather than its words, are consistent with
13 the Trust bringing "or maintaining" its suit against Malek without reasonable ground, or solely to
14 harass him. NRS 18.010(2)(b). This, too, weighs in favor of the Court granting Malek his attorneys'
15 fees and costs.

16 **C. Malek's Requested Fees and Costs are Reasonable, and can be Ascertained by the**
17 **Court.**

18 The Trust's opposition concludes with a cursory discussion of the factors this Court must
19 consider in awarding attorneys' fees and costs under *Brunzell v. Golden Gate National Bank*, 85 Nev.
20 345, 455 P.2d 31 (1969). (Opp. at 7-8) The Trust takes no issue with the qualifications of Malek's
21 counsel, the rates or amounts charged, or the quality of work performed in this case.³ (Opp. at 7:17-
22 8:9) Indeed, Malek's counsel was successful in defeating the Trust's claims, demonstrating the
23 efficacy of their work.

24 Instead, the Trust hones in on the redaction of Malek's invoices, and the reasonableness of the
25 sums charged by Malek's predecessor counsel, Snell & Wilmer. First and foremost, redactions to
26

27 ³ Similarly, the Trust's opposition is silent on Malek's request for post-judgment interest on the
28 Court's award of attorneys' fees and costs. (*See generally*, Opp.) Malek specifically requested post-
judgment interest in his motion (Mot. at 10:1-10), and the Court may deem the Trust to have consented
to that request under EDCR 2.20(e).

1 invoices submitted with a motion for attorneys' fees and costs "do not unduly inhibit [the Court's]
2 ability to determine the reasonableness" of those time entries. *Branch Banking & Trust Co. v. Jarrett*,
3 Case No. 3:13-cv-00235-RCJ-VPC 2014 U.S. Dist. LEXIS 129531 at *6 (D. Nev. Sept. 16, 2014).
4 Such redaction is even more appropriate in this case where confidential and work product-privileged
5 information may be ascertained from even partially redacted time entries. This unredacted information
6 would be directly relevant to the appeal that the Trust has stated, in open Court, that it intends to
7 pursue. See *Id*; see also *MGIC Indem. Corp. v. Weisman*, 803 F.2d 500, 505 (9th Cir. 1986) (allowing
8 redactions to preserve confidential information and maintain the work product privilege).

9 If the Court has questions as to any time entries, it may conduct an in camera review of the
10 billing records in order to determine what amount is reasonable to award Malek. *U.S. v. \$167,070.00 in*
11 *U.S. Currency*, Case No. 3:13-cv-00324-LRH-VPC 2015 U.S. Dist. LEXIS 112556 at *14 (D. Nev.
12 Aug. 24, 2015) (confirming that "the court can conduct an in camera review if necessary" to review
13 confidential billing information), citing *MGIC Indem. Corp.*, 803 F.2d at 505. If the Court should
14 request them, Malek will provide wholly unredacted copies of these records for the Court to review in
15 chambers. In doing so, the Court would maintain the confidentiality of this information while
16 allowing it to exercise its discretion in awarding Malek's attorneys' fees. *Id*.

17 The reasonableness of Snell & Wilmer's billings is, too, evident from the docket in this case.
18 Malek's predecessor counsel incurred \$16,926.50 in attorneys' fees (Mot. Exh. C at 5) moving to
19 dismiss the Trust's initial complaint against Malek, and successfully expunging the *lis pendens* the
20 Trust wrongfully filed on Malek's property. This process involved the unconventional step of both the
21 Trust and Malek submitting supplemental briefing in December 2013, prior to a hearing on all pending
22 motions. Based on the Court's familiarity with Snell & Wilmer, the voluminous public information
23 available about the firm's prowess, and its advocacy for Malek in this case, the Court can
24 independently assess the reasonableness of its fees—and award them to Malek.

25 Finally, the Court's familiarity with the filings in this case empowers it to determine the
26 appropriate amount of fees awarded to Malek in prevailing on the Trust's claims. Exact time entry
27 descriptions are not necessary for the Court to account for the reasonable value of attorneys' fees and
28 costs Malek expended in obtaining judgment on the Trust's claims; the reasonableness of his fees can

1 be assessed based on the litigation conducted in this case. *See Marrocco v. Hill*, 291 F.R.D. 586 (D.
2 Nev. 2013) (basing award of attorneys' fees upon review of materials submitted to court); *see also*
3 *Hologram, Inc. v. Pulse Evolution Corp.*, Case No. 2:14-cv-00772-GMN-NJK 2015 U.S. Dist. LEXIS
4 121248 (D. Nev. Sept. 11, 2015) (basing award of attorneys' fees upon review of docket activity). To
5 the extent more detailed information is desired, though, Malek stands ready to provide unredacted
6 billing records to the Court for in camera review.

7 **III. Conclusion**

8 For the foregoing reasons, the Court should grant Malek's motion for attorneys' fees and costs,
9 if only for the Trust's failure to timely oppose it. The Trust's actions, as detailed in this reply brief,
10 demonstrate that the Court would be soundly within its discretion awarding Malek his reasonable
11 attorneys' fees. As such, the Court should award Malek his attorneys' fees of \$109,763.38⁴ in addition
12 to the \$7,568.50 the Court awarded him during its October 22, 2015 hearing on the Trust's motion to
13 re-tax his Memorandum of Costs.

14 .
15 DATED this 19th day of November, 2015.

16 THE FIRM, P.C.

17 BY: /s/ Jay DeVoy

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25 SHAHIN SHANE MALEK
26

27 ⁴ Because of the need for two hearings on this issue, Malek's attorneys' fees in this matter continue to
28 accrue, and the amount he has actually and necessarily incurred to date is greater than those sought in
his motion.

CERTIFICATE OF SERVICE

I hereby certify that on this 19th day of November, 2015, pursuant to NRCP 5(b), I served via the Eighth Judicial District Court electronic service system and to be placed in the United States Mail, with first class postage prepaid thereon, and addressed the foregoing **DEFENDANT SHAHIN SHANE MALEK'S REPLY IN SUPPORT OF MOTION FOR ATTORNEYS' FEES AND COSTS** to the following parties:

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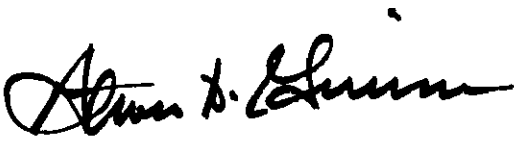
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DISTRICT COURT
CLARK COUNTY, NEVADA

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

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

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

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

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

DATED this 9th day of December, 2015.

HOWARD KIM & ASSOCIATES

/s/Jacqueline A. Gilbert
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CERTIFICATE OF SERVICE

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

<u>Select All</u> <u>Select None</u>			
Akerman LLP			
Name	Email	<input type="checkbox"/>	Select
Akerman Las Vegas Office	akermanlas@akerman.com	<input type="checkbox"/>	<input type="checkbox"/>
Darren T. Brenner, Esq.	darren.brenner@akerman.com	<input type="checkbox"/>	<input type="checkbox"/>
Steven G. Shevorski, Esq.	steven.shevorski@akerman.com	<input type="checkbox"/>	<input type="checkbox"/>
Kemp Jones & Coulthard			
Name	Email	<input type="checkbox"/>	Select
Ian P. McGinn	ipm@kempjones.com	<input type="checkbox"/>	<input type="checkbox"/>
Sandy Sell	s.sell@kempjones.com	<input type="checkbox"/>	<input type="checkbox"/>
Kemp, Jones & Coulthard			
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J. Randall Jones	jrj@kempjones.com	<input type="checkbox"/>	<input type="checkbox"/>
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Jay M. DeVoy	jay@thefirm-lv.com	<input type="checkbox"/>	<input type="checkbox"/>
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Preston P. Rezaee, Esq.	preston@thefirm-lv.com	<input type="checkbox"/>	<input type="checkbox"/>
Ryan E. Alexander, Esq.	ryan@ryanalexander.us	<input type="checkbox"/>	<input type="checkbox"/>

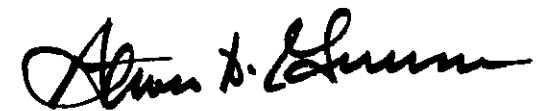
/s/Katherine C.S. Carstensen
An Employee of Howard Kim & Associates

TAB 55

TAB 55

TAB 55

JA_2805



CLERK OF THE COURT

1 J. RANDALL JONES, ESQ. (#1927)
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2 SPENCER H. GUNNERSON, ESQ. (#8810)
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Telephone: (702) 385-6000
6 Facsimile: (702) 385-6001
Attorneys for Defendants
7 *MacDonald Highlands Realty, LLC,*
Michael Doiron and FHP Ventures,
8 *A Nevada Limited Partnership*

9 DISTRICT COURT

10 CLARK COUNTY, NEVADA

11
12 THE FREDERIC AND BARBARA
ROSENBERG LIVING TRUST,

13 Plaintiff,

14 vs.

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

23 Defendants.

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

**DEFENDANTS MACDONALD
HIGHLANDS REALTY, LLC,
MICHAEL DOIRON AND FHP
VENTURES NOTICE OF CROSS-
APPEAL**

24
25 NOTICE IS HEREBY GIVEN that Defendants MacDonald Highlands Realty, LLC,
26 Michael Doiron and FHP Ventures, a Nevada Limited Partnership cross-appeals to the
27 Supreme Court of Nevada from the district court's Order (1) Granting Motion for Attorney
28 Fees and Costs and (2) Granting Motion to Re-Tax Costs entered November 10, 2015 and

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any and all orders made appealable by the Order Granting Defendants' Motion For Certification Pursuant to NRCP54(b) entered on November 10, 2015 only to the extent that the Court did not grant Defendants' request for post-judgment interest.

This notice of cross-appeal is filed pursuant to NRAP 4(a)(2) and in response to the notice of appeal filed by Frederic and Barbara Rosenberg Living Trust on December 9, 2015. That appeal which also challenges the district court's "Findings of Fact, Conclusions of Law, and Judgment Regarding Defendants MacDonald Highlands Realty, LLC, Michael Doiron, and FHP Ventures' Motion for Summary Judgment entered August 13, 2015, Order (1) Granting Motion for Attorney Fees and Costs and (2) Granting Motion to Re-Tax Costs entered November 10, 2015 and any and all orders made appealable by the Order Granting Defendants' Motion For Certification Pursuant to NRCP54(b) entered on November 10, 2015" has been docketed in the Nevada Supreme Court, but has no case number as of the filing of this notice of cross-appeal.

DATED this 11th day of December, 2015.

KEMP, JONES & COULTHARD, LLP

/s/ Matthew S. Carter

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

CERTIFICATE OF SERVICE

I hereby certify that on the 11th day of December, 2015, the foregoing
DEFENDANTS MACDONALD HIGHLANDS REALTY, LLC, MICHAEL DOIRON
AND FHP VENTURES NOTICE OF CROSS-APPEAL was served on all counsel listed
on the E-Service list via the Eighth Judicial District Court electronic service filing system.

Howard C. Kim, Esq.
Jacqueline A. Gilbert, Esq.
Diana S. Cline, Esq.
Karen L. Hanks, Esq.
Howard Kim & Associates
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Shanin Shane Malek

Darren Brenner, Esq.
Steven Shevorski, Esq.
William Haddas, Esq.
Akerman, LLP
1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144
Attorneys for Defendants
Bank of America, N.A. and BAC Home
Loans Servicing, LP

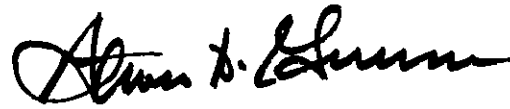
/s/ Pamela Montgomery
An employee of Kemp, Jones & Coulthard, LLP

TAB 56

TAB 56

TAB 56

JA_2809



CLERK OF THE COURT

Preston P. Rezaee, Esq.
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Jay DeVoy, Esq., of counsel
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Attorneys for Defendant / Counterclaimant,
SHAHIN SHANE MALEK

**DISTRICT COURT
CLARK COUNTY, NEVADA**

THE FREDERIC AND BARBARA
ROSENBERG LIVING TRUST,

Plaintiff,

vs.

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

Defendants.

CASE NO.: A-13-689113-C
DEPT NO.: I

**ORDER ON DEFENDANT SHAHIN
SHANE MALEK'S MOTION FOR
ATTORNEYS' FEES AND COSTS AND
PLAINTIFF THE FREDERIC AND
BARBARA ROSENBERG LIVING
TRUST'S MOTION TO RETAX COSTS**

Before the Court is Defendant/Counterclaimant Shahin Shane Malek's ("Malek['s]") Motion for Attorneys' Fees and Costs, and Plaintiff The Fredric and Barbara Rosenberg Living Trust's (the "Trust['s]") Motion to Retax Malek's Memorandum of Costs. A detailed history of these motions and the Court's order deciding them follows.

//

//

1 **I. Relevant Procedural History**

2 On September 9, 2015, Malek filed his Motion for Attorneys' Fees and Costs and Verified
3 Memorandum of Costs in this action. On September 21, 2015, the Trust filed its Motion to Re-Tax
4 Malek's Memorandum of Costs. Malek opposed the Trust's motion on October 2, 2015.

5 The Court scheduled both motions decided in this Order to be heard in its chambers on October
6 12, 2015, but scheduled argument for October 22, 2015 following the Trust's request for a hearing on
7 these motions.¹ Karen Hanks, Esq. and Jackie Gilbert, Esq. for the Trust, Jay DeVoy, Esq. for Malek,
8 and Matthew Carter, Esq. for defendants MacDonald Highlands Realty, Michael Doiron, and FHP
9 Ventures, attended the October 22, 2015 hearing. During this scheduled argument, the Court heard the
10 Trust's Motion to Retax Malek's Memorandum of Costs. The Court also called Malek's motion for
11 attorneys' fees and costs, to which the Trust had not filed an opposition.² By agreement of counsel for
12 the Trust and Malek, the Court continued the hearing on Malek's Motion for Attorneys' Fees and
13 Costs until December 1, 2015, when the Court calendared its next hearing on Malek's Motion for
14 Attorneys' Fees and Costs. The Court, however, did not indicate a time during this hearing.

15 Following the October 22, 2015 hearing, the Trust filed its opposition to Malek's Motion for
16 Attorneys' Fees and Costs on October 23, 2015. Malek timely filed his reply in support of his Motion
17 for Attorneys' Fees and Costs on November 19, 2015. Jay DeVoy, Esq., then appeared for Malek at
18 the December 1, 2015 hearing; no counsel appeared for any other party, including the Trust. Mr.
19 DeVoy represented that he had left a voice mail for Ms. Hanks confirming the time of the December 1,
20 2015 hearing on the late afternoon before, November 30, 2015.

21 **II. Legal Analysis**

22 The Court grants in part, and denies in part, both the Trust's Motion to Retax Costs, and
23 Malek's Motion for Attorneys' Fees and Costs. As set forth below, the Court awards Malek a total of
24 \$25,986.00 in Attorneys' Fees and Costs. Additionally, the Court sanctions the Trust \$500 for conduct
25 requiring more than one hearing for Malek's counsel to argue the Motion for Attorneys' Fees and
26 Costs.

27 **A. The Trust's Motion to Retax Malek's Memorandum of Costs**

28 ¹ The Trust filed its Notice of Hearing for the October 22, 2015 hearing on these motions, pursuant to its request for
hearing, on October 14, 2015.

² It was not until the hearing that the Trust became aware there was an issue with filing of the Opposition, as the Trust
counsel believed it had been filed.

1 The Trust's Motion to Retax Malek's Costs is granted to the extent it seeks to disallow a full
2 reimbursement of the funds paid to Craig Jiu in connection with his deposition. Additionally, the
3 mutually agreed-upon costs of private mediation that Malek sought in his memorandum of costs
4 cannot be imposed on the Trust. All other costs in Malek's memorandum of costs are reasonably and
5 necessarily incurred incident to this litigation, and the Court exercises its jurisdiction to award them to
6 Malek in the amount of \$7,568.50.

7 **B. Malek's Motion for Attorneys' Fees and Costs**

8 The Court grants in part Malek's Motion for Attorneys' Fees and Costs under NRS
9 18.010(2)(b) on the basis that the Trust lacked reasonable grounds to maintain this litigation, even if it
10 initially had reasonable grounds to file suit. Based on the facts and law presented in Malek's Motion
11 for Summary Judgment filed on April 16, 2015, it was unreasonable for the Trust to maintain this
12 litigation against him from that date onward. Having reviewed the requested fees and Trust's
13 Opposition³ to Malek's motion, the Court finds Malek's requested fees from April 17, 2015 until the
14 date of the Motion's filing, for a total of \$18,417.50, to be reasonably incurred. The Court therefore
15 awards attorneys' fees to Malek in the amount of \$18,417.50, as they were incurred after the Trust
16 lacked reasonable grounds to maintain this action against him.

17 **C. Sanctions**

18 The Court's inherent powers include the orderly administration of cases before it. Because of
19 the delayed hearing on Malek's Motion for Attorneys' Fees and Costs and then the Trust's failure to
20 appear at the scheduled December 1, 2015 hearing, the Court exercises its discretion to impose a
21 monetary sanction on the Trust.⁴ The Court's sanction upon the Trust shall be in the amount of
22 \$500.00, based on a calculation of the two hours Mr. DeVoy waited for this matter to be called and
23 heard on the December 1, 2015 hearing date, calculated based on the \$250 per hour rate submitted in
24 Malek's Motion for Attorneys' Fees and Costs.

25 ..

26 ..

27 ..

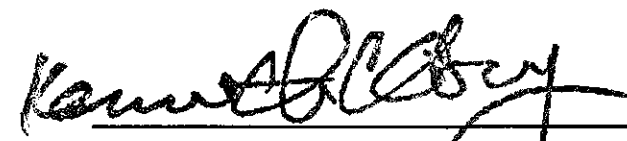
28 ..

⁴ This sanction is imposed on the trust itself, as a party, and not upon its counsel.

1 It is therefore **ORDERED, ADJUDGED, AND DECREED** that Malek be awarded and
2 entitled to \$7,568.50 in costs, \$18,417.50 in his reasonable attorneys' fees incurred in this action, and a
3 sanction of \$500, against the Trust, in a total amount of \$26,486.00.

4 **IT IS SO ORDERED**

5 Dated: 12 day of January 2015⁶

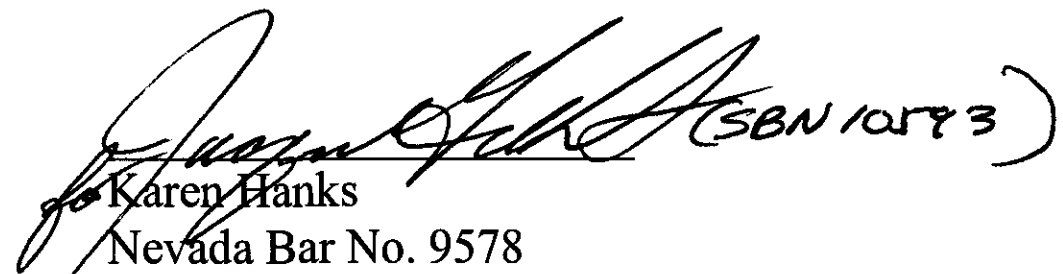


DISTRICT JUDGE

8 Respectfully Submitted:

Approved in content and form by:

9
10
11 Preston P. Rezaee
12 Nevada Bar No. 10729
13 Jay DeVoy, of counsel
14 Nevada Bar No. 11950
15 Sarah Chavez, of counsel
16 Nevada Bar No. 11935
17 THE FIRM, P.C.
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Facsimile: (702) 252-3476
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Shahin Shane Malek



Karen Hanks
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Attorneys for Plaintiff/Counterclaim
Defendant,
The Fredric and Barbara Living Trust

19 Approved in content and form by:

Approved in content and form by:

20
21 J. Randall Jones
22 Nevada Bar No. 1927
23 Spencer H. Gunnerson
24 Nevada Bar No. 8810
Kemp, Jones & Coulthard
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Las Vegas, NV 89169
Attorneys for Defendants
MacDonald Highlands Realty, LLC,
Michael Doiron, and
FHP Ventures
(formerly The Foothills Partners).

Darren Brenner
Nevada Bar No. 8386
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Nevada Bar No. 8256
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Akerman LLP
1160 Town Center Drive, Suite 330
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Attorneys for Defendants
Bank of America N.A. and BAC Home Loans
Servicing, LP.

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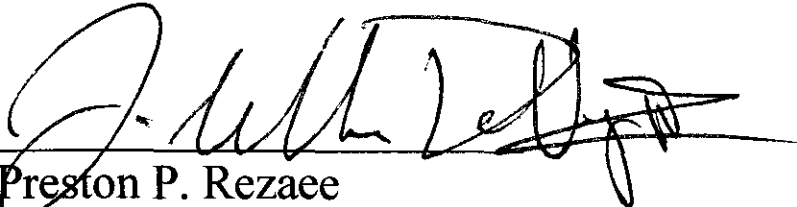
4 **IT IS SO ORDERED**

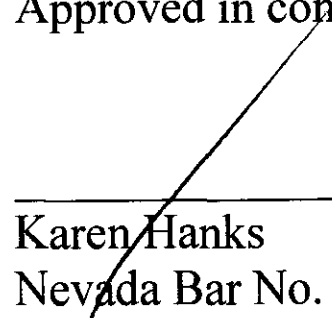
5 Dated: _____, 2015

6 _____
7 DISTRICT JUDGE

8 Respectfully Submitted:

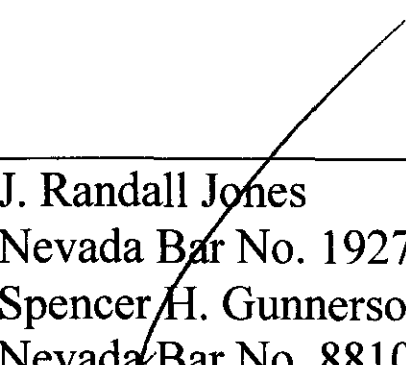
Approved in content and form by:

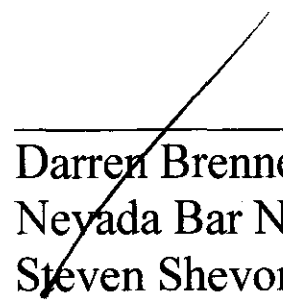
9 
10 _____
11 Preston P. Rezaee
12 Nevada Bar No. 10729
13 Jay DeVoy, of counsel
14 Nevada Bar No. 11950
15 ~~Sarah Chavez, of counsel~~
16 ~~Nevada Bar No. 11935~~
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22 *Attorneys for Defendant/Counterclaimant,*
23 *Shahin Shane Malek*

_____ 
Karen Hanks
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Attorneys for Plaintiff/Counterclaim
Defendant,
The Fredric and Barbara Living Trust

Approved in content and form by:

Approved in content and form by:

21 _____ 
22 J. Randall Jones
23 Nevada Bar No. 1927
24 Spencer H. Gunnerson
25 Nevada Bar No. 8810
26 Kemp, Jones & Coulthard
27 3800 Howard Hughes Parkway, 17th Floor
28 Las Vegas, NV 89169
Attorneys for Defendants
MacDonald Highlands Realty, LLC,
Michael Doiron, and
FHP Ventures
(formerly The Foothills Partners).

_____ 
Darren Brenner
Nevada Bar No. 8386
Steven Shevorski
Nevada Bar No. 8256
William Habdas
Nevada Bar No. 13138
Akerman LLP
1160 Town Center Drive, Suite 330
Las Vegas, NV 89144
Attorneys for Defendants
Bank of America N.A. and BAC Home Loans
Servicing, LP.

1 It is therefore **ORDERED, ADJUDGED, AND DECREED** that Malek be awarded and
2 entitled to \$7,568.50 in costs, \$18,417.50 in his reasonable attorneys' fees incurred in this action, and a
3 sanction of \$500, against the Trust, in a total amount of \$26,486.00.

4 **IT IS SO ORDERED**

5 Dated: _____, 2015

6 _____
7 DISTRICT JUDGE

8 Respectfully Submitted:

9 Approved in content and form by:

10 _____
11 Preston P. Rezaee
12 Nevada Bar No. 10729
13 Jay DeVoy, of counsel
14 Nevada Bar No. 11950
15 Sarah Chavez, of counsel
16 Nevada Bar No. 11935
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Attorneys for Plaintiff/Counterclaim
Defendant,
The Fredric and Barbara Living Trust

19 Approved in content and form by:

20 Approved in content and form by:

21 _____
22 J. Randall Jones
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25 Nevada Bar No. 8810
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27 3800 Howard Hughes Parkway, 17th Floor
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Michael Doiron, and
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Las Vegas, NV 89144
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Bank of America N.A. and BAC Home Loans
Servicing, LP.

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2 entitled to \$7,568.50 in costs, \$18,417.50 in his reasonable attorneys' fees incurred in this action, and a
3 sanction of \$500, against the Trust, in a total amount of \$26,486.00.

4 **IT IS SO ORDERED**

5 Dated: _____, 2015

6
7 _____
DISTRICT JUDGE

8 Respectfully Submitted:

Approved in content and form by:

9
10 _____
11 Preston P. Rezaee
12 Nevada Bar No. 10729
13 Jay DeVoy, of counsel
14 Nevada Bar No. 11950
15 Sarah Chavez, of counsel
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Shahin Shane Malek*

11 Karen Hanks
12 Nevada Bar No. 9578
13 Howard Kim & Associates
14 1055 Whitney Ranch Drive, Suite 110
15 Henderson, NV 89014
16 *Attorneys for Plaintiff/Counterclaim
Defendant,
The Fredric and Barbara Living Trust*

19 Approved in content and form by:

Approved in content and form by: #8252

20
21 _____
22 J. Randall Jones
23 Nevada Bar No. 1927
24 Spencer H. Gunnerson
25 Nevada Bar No. 8810
26 Kemp, Jones & Coulthard
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Michael Doiron, and
FHP Ventures
(formerly The Foothills Partners).*

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25 Nevada Bar No. 8256
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Servicing, LP.*

TAB 57

TAB 57

TAB 57

JA_2817


CLERK OF THE COURT

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Attorneys for Defendant/Counterclaimant
SHAHIN SHANE MALEK

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

THE FREDERIC AND BARBARA) CASE NO.: A-13-689113-C
ROSENBERG LIVING TRUST,) DEPT NO.: I

Plaintiff,

vs.

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

Defendants.

SHAHIN SHANE MALEK,

Counterclaimant,

vs.

NOTICE OF ENTRY OF ORDER

1 THE FREDERIC AND BARBARA)
2 ROSENBERG LIVING TRUST,)
3 Counterdefendant.)
4)

5 NOTICE TO ALL PARTIES that on January 13, 2016 the Court entered its Order on
6 Defendant Shahin Shane Malek's Motion for Attorneys' Fees and Costs and Plaintiff the
7 Frederic and Barbara Rosenberg Living Trusts Motion to Retax Costs in the above-entitled
8 action, a copy of which is attached hereto.

9 DATED this 20th day of January, 2016.

10 /s/ Jay DeVoy, Esq.
11 Preston P. Rezaee
12 Nevada Bar No. 10729
13 Jay DeVoy, of counsel
14 Nevada Bar No. 11950
15 Sarah Chavez, of counsel
16 Nevada Bar No. 11935
17 THE FIRM, P.C.
18 200 E. Charleston Blvd.
19 Las Vegas, NV 89104
20 Telephone: (702) 222-3476
21 Facsimile: (702) 252-3476
22 *Attorneys for Defendant/Counterclaimant,*
23 *Shahin Shane Malek*
24
25
26
27
28

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that one this 20th day of January, 2016, pursuant to NRCP 5(b), I served
3 via the Eighth Judicial District Court electronic service system and to be placed in the United
4 States Mail, with first class postage prepaid thereon, and addressed the foregoing **NOTICE OF**
5 **ENTRY OF ORDER** to the following parties:

6
7 Karen Hanks
8 Melissa Barishman
9 Howard Kim & Associates
10 1055 Whitney Ranch Drive, Suite 110
11 Henderson, NV 89014
12 *Attorneys for Plaintiff/Counterclaim Defendant,*
13 *The Fredric and Barbara Living Trust*

14 J. Randall Jones
15 Spencer H. Gunnerson
16 Kemp, Jones & Coulthard
17 3800 Howard Hughes Parkway, 17th Floor
18 Las Vegas, NV 89169
19 *Attorneys for Defendants*
20 *MacDonald Highlands Realty, LLC,*
21 *Michael Doiron, and*
22 *FHP Ventures*
23 *(formerly The Foothills Partners).*

24
25 Darren Brenner
26 Steven Shevorski
27 William Habdas
28 Akerman LLP
1160 Town Center Drive, Suite 330
Las Vegas, NV 89144
Attorneys for Defendants
Bank of America N.A. and BAC Home Loans Servicing, LP

25 /s/ Jacqueline Martinez
26 An employee of The Firm, P.C.



CLERK OF THE COURT

Preston P. Rezaee, Esq.
Nevada Bar No. 10729
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Nevada Bar No. 11950
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Facsimile: (702) 252-3476
Attorneys for Defendant / Counterclaimant,
SHAHIN SHANE MALEK

**DISTRICT COURT
CLARK COUNTY, NEVADA**

THE FREDERIC AND BARBARA
ROSENBERG LIVING TRUST,

Plaintiff,

vs.

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

Defendants.

CASE NO.: A-13-689113-C
DEPT NO.: I

**ORDER ON DEFENDANT SHAHIN
SHANE MALEK'S MOTION FOR
ATTORNEYS' FEES AND COSTS AND
PLAINTIFF THE FREDERIC AND
BARBARA ROSENBERG LIVING
TRUST'S MOTION TO RETAX COSTS**

Before the Court is Defendant/Counterclaimant Shahin Shane Malek's ("Malek[s]") Motion for Attorneys' Fees and Costs, and Plaintiff The Fredric and Barbara Rosenberg Living Trust's (the "Trust[s]") Motion to Retax Malek's Memorandum of Costs. A detailed history of these motions and the Court's order deciding them follows.

//

//

1 **I. Relevant Procedural History**

2 On September 9, 2015, Malek filed his Motion for Attorneys' Fees and Costs and Verified
3 Memorandum of Costs in this action. On September 21, 2015, the Trust filed its Motion to Re-Tax
4 Malek's Memorandum of Costs. Malek opposed the Trust's motion on October 2, 2015.

5 The Court scheduled both motions decided in this Order to be heard in its chambers on October
6 12, 2015, but scheduled argument for October 22, 2015 following the Trust's request for a hearing on
7 these motions.¹ Karen Hanks, Esq. and Jackie Gilbert, Esq. for the Trust, Jay DeVoy, Esq. for Malek,
8 and Matthew Carter, Esq. for defendants MacDonald Highlands Realty, Michael Doiron, and FHP
9 Ventures, attended the October 22, 2015 hearing. During this scheduled argument, the Court heard the
10 Trust's Motion to Retax Malek's Memorandum of Costs. The Court also called Malek's motion for
11 attorneys' fees and costs, to which the Trust had not filed an opposition.² By agreement of counsel for
12 the Trust and Malek, the Court continued the hearing on Malek's Motion for Attorneys' Fees and
13 Costs until December 1, 2015, when the Court calendared its next hearing on Malek's Motion for
14 Attorneys' Fees and Costs. The Court, however, did not indicate a time during this hearing.

15 Following the October 22, 2015 hearing, the Trust filed its opposition to Malek's Motion for
16 Attorneys' Fees and Costs on October 23, 2015. Malek timely filed his reply in support of his Motion
17 for Attorneys' Fees and Costs on November 19, 2015. Jay DeVoy, Esq., then appeared for Malek at
18 the December 1, 2015 hearing; no counsel appeared for any other party, including the Trust. Mr.
19 DeVoy represented that he had left a voice mail for Ms. Hanks confirming the time of the December 1,
20 2015 hearing on the late afternoon before, November 30, 2015.

21 **II. Legal Analysis**

22 The Court grants in part, and denies in part, both the Trust's Motion to Retax Costs, and
23 Malek's Motion for Attorneys' Fees and Costs. As set forth below, the Court awards Malek a total of
24 \$25,986.00 in Attorneys' Fees and Costs. Additionally, the Court sanctions the Trust \$500 for conduct
25 requiring more than one hearing for Malek's counsel to argue the Motion for Attorneys' Fees and
26 Costs.

27 **A. The Trust's Motion to Retax Malek's Memorandum of Costs**

28 ¹ The Trust filed its Notice of Hearing for the October 22, 2015 hearing on these motions, pursuant to its request for
hearing, on October 14, 2015.

² It was not until the hearing that the Trust became aware there was an issue with filing of the Opposition, as the Trust
counsel believed it had been filed.

1 The Trust's Motion to Retax Malek's Costs is granted to the extent it seeks to disallow a full
2 reimbursement of the funds paid to Craig Jiu in connection with his deposition. Additionally, the
3 mutually agreed-upon costs of private mediation that Malek sought in his memorandum of costs
4 cannot be imposed on the Trust. All other costs in Malek's memorandum of costs are reasonably and
5 necessarily incurred incident to this litigation, and the Court exercises its jurisdiction to award them to
6 Malek in the amount of \$7,568.50.

7 **B. Malek's Motion for Attorneys' Fees and Costs**

8 The Court grants in part Malek's Motion for Attorneys' Fees and Costs under NRS
9 18.010(2)(b) on the basis that the Trust lacked reasonable grounds to maintain this litigation, even if it
10 initially had reasonable grounds to file suit. Based on the facts and law presented in Malek's Motion
11 for Summary Judgment filed on April 16, 2015, it was unreasonable for the Trust to maintain this
12 litigation against him from that date onward. Having reviewed the requested fees and Trust's
13 Opposition³ to Malek's motion, the Court finds Malek's requested fees from April 17, 2015 until the
14 date of the Motion's filing, for a total of \$18,417.50, to be reasonably incurred. The Court therefore
15 awards attorneys' fees to Malek in the amount of \$18,417.50, as they were incurred after the Trust
16 lacked reasonable grounds to maintain this action against him.

17 **C. Sanctions**

18 The Court's inherent powers include the orderly administration of cases before it. Because of
19 the delayed hearing on Malek's Motion for Attorneys' Fees and Costs and then the Trust's failure to
20 appear at the scheduled December 1, 2015 hearing, the Court exercises its discretion to impose a
21 monetary sanction on the Trust.⁴ The Court's sanction upon the Trust shall be in the amount of
22 \$500.00, based on a calculation of the two hours Mr. DeVoy waited for this matter to be called and
23 heard on the December 1, 2015 hearing date, calculated based on the \$250 per hour rate submitted in
24 Malek's Motion for Attorneys' Fees and Costs.

24 ..
25 ..
26 ..
27 ..
28

⁴ This sanction is imposed on the trust itself, as a party, and not upon its counsel.

1 It is therefore **ORDERED, ADJUDGED, AND DECREED** that Malek be awarded and
2 entitled to \$7,568.50 in costs, \$18,417.50 in his reasonable attorneys' fees incurred in this action, and a
3 sanction of \$500, against the Trust, in a total amount of \$26,486.00.

4 **IT IS SO ORDERED**

5 Dated: 12 day of January 2015⁶

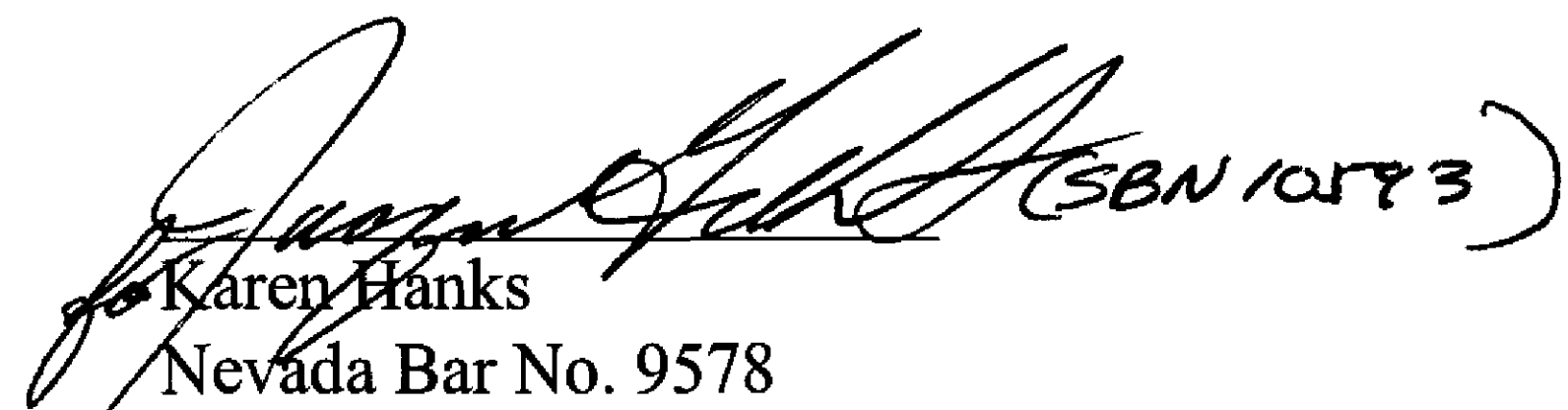


DISTRICT JUDGE

8 Respectfully Submitted:

Approved in content and form by:

9
10
11 Preston P. Rezaee
12 Nevada Bar No. 10729
13 Jay DeVoy, of counsel
14 Nevada Bar No. 11950
15 Sarah Chavez, of counsel
16 Nevada Bar No. 11935
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Attorneys for Plaintiff/Counterclaim
Defendant,
The Fredric and Barbara Living Trust

19 Approved in content and form by:

Approved in content and form by:

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21 J. Randall Jones
22 Nevada Bar No. 1927
23 Spencer H. Gunnerson
24 Nevada Bar No. 8810
Kemp, Jones & Coulthard
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Michael Doiron, and
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Las Vegas, NV 89144
Attorneys for Defendants
Bank of America N.A. and BAC Home Loans
Servicing, LP.

1 It is therefore **ORDERED, ADJUDGED, AND DECREED** that Malek be awarded and
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3 sanction of \$500, against the Trust, in a total amount of \$26,486.00.

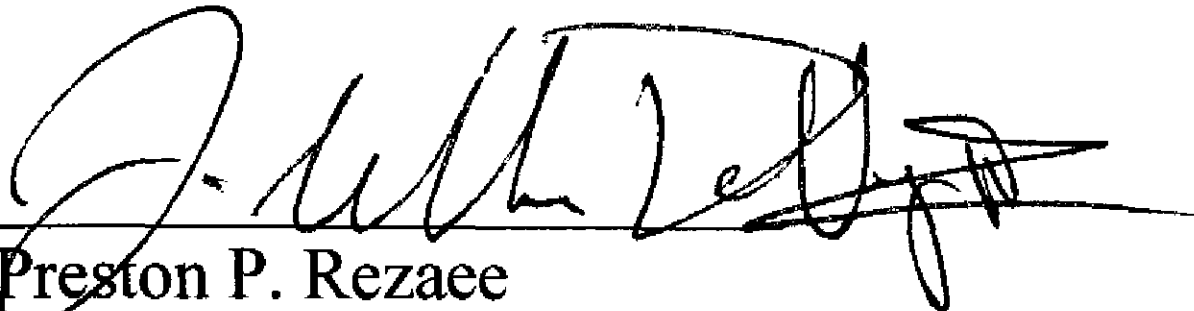
4 **IT IS SO ORDERED**

5 Dated: _____, 2015

6 _____
7 DISTRICT JUDGE

8 Respectfully Submitted:

9 Approved in content and form by:

10 

11 Preston P. Rezaee

12 Nevada Bar No. 10729

13 Jay DeVoy, of counsel

14 Nevada Bar No. 11950

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23 *Shahin Shane Malek*

24 Karen Hanks

25 Nevada Bar No. 9578

26 Howard Kim & Associates

27 1055 Whitney Ranch Drive, Suite 110

28 Henderson, NV 89014

Attorneys for Plaintiff/Counterclaim

Defendant,

The Fredric and Barbara Living Trust

19 Approved in content and form by:

20 Approved in content and form by:

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J. Randall Jones

22 Nevada Bar No. 1927

23 Spencer H. Gunnerson

24 Nevada Bar No. 8810

25 Kemp, Jones & Coulthard

26 3800 Howard Hughes Parkway, 17th Floor

27 Las Vegas, NV 89169

28 *Attorneys for Defendants*

MacDonald Highlands Realty, LLC,

Michael Doiron, and

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(formerly The Foothills Partners).

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Darren Brenner

22 Nevada Bar No. 8386

23 Steven Shevorski

24 Nevada Bar No. 8256

25 William Habdas

26 Nevada Bar No. 13138

27 Akerman LLP

28 1160 Town Center Drive, Suite 330

Las Vegas, NV 89144

Attorneys for Defendants

Bank of America N.A. and BAC Home Loans

Servicing, LP.

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2 entitled to \$7,568.50 in costs, \$18,417.50 in his reasonable attorneys' fees incurred in this action, and a
3 sanction of \$500, against the Trust, in a total amount of \$26,486.00.

4 **IT IS SO ORDERED**

5 Dated: _____, 2015

6 _____
7 DISTRICT JUDGE

8 Respectfully Submitted:

9 Approved in content and form by:

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12 Nevada Bar No. 10729
13 Jay DeVoy, of counsel
14 Nevada Bar No. 11950
15 Sarah Chavez, of counsel
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19 Approved in content and form by:

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4 **IT IS SO ORDERED**

5 Dated: _____, 2015

6 _____
7 DISTRICT JUDGE

8 Respectfully Submitted:

9 Approved in content and form by:

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13 Jay DeVoy, of counsel
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19 Approved in content and form by:

20 Approved in content and form by: #8252

21 _____

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(formerly The Foothills Partners).*

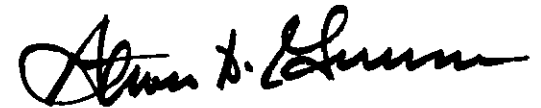
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TAB 58

TAB 58

TAB 58

JA_2828



CLERK OF THE COURT

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Facsimile: (702) 485-3301

Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

THE FREDRIC AND BARBARA
ROSENBERG LIVING TRUST,

Plaintiff,

vs.

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

Defendants.

Case No.: A-13-689113-C

Dept. No.: I

**STIPULATION AND ORDER TO
DISMISS BANK OF AMERICA, N.A.
WITH PREJUDICE**

SHAHIN SHANE MALEK,

Counterclaimant,

vs.

THE FREDRIC AND BARBARA
ROSENBERG LIVING TRUST,

Counter-Defendant.

KIM GILBERT EBRON
7625 DEAN MARTIN DRIVE, SUITE 110
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(702) 485-3300 FAX (702) 485-3301

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LAS VEGAS, NEVADA 89139
(702) 485-3300 FAX (702) 485-3301

THE FREDRIC AND BARBARA ROSENBERG LIVING TRUST ("Plaintiff") and
BANK OF AMERICA, N.A. ("BANA") (collectively, the "Parties"), by and through their
counsel of record, stipulate and agree that Plaintiff's claims against BANA, as set forth in the
Amended Complaint filed on January 12, 2015, shall be dismissed with prejudice, each party to
bear its own attorney's fees and costs associated with this lawsuit.

IT IS SO STIPULATED.

DATED this ____ day of March, 2016.

KIM GILBERT EBRON

Diana Cline Ebron, Esq.

Nevada Bar No. 10580

Jacqueline A. Gilbert, Esq.

Nevada Bar No. 10580

Karen L. Hanks, Esq.

Nevada Bar No. 9578

7625 Dean Martin Drive, Suite 110

Las Vegas, Nevada 89139

Attorneys for Plaintiff

DATED this ____ day of March, 2016.

THE FIRM, P.C.

Preston P. Rezaee, Esq.

Nevada Bar No. 10729

Jay M. DeVoy, Esq.

Nevada Bar No. 11950

200 E. Charleston Blvd.

Las Vegas, Nevada 89104

Attorneys for Shahin Shane Malek

DATED this ____ day of March, 2016.

AKERMAN LLP

Ariel E. Stern, Esq.

Nevada Bar No. 8276

Darren T. Brenner, Esq.

Nevada Bar No. 8386

Steve Shevorski, Esq.

Nevada Bar No. 8256

1160 Town Center Drive, Suite 330

Las Vegas, Nevada 89144

Attorneys for Bank of America, N.A

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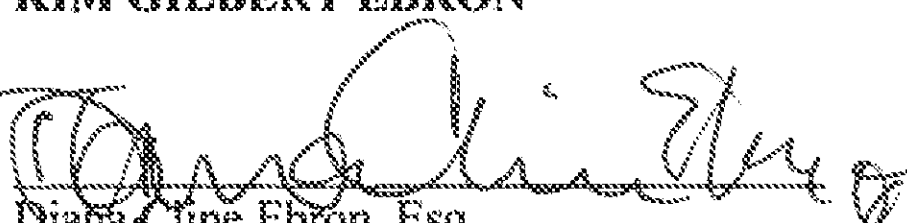
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THE FREDRIC AND BARBARA ROSENBERG LIVING TRUST ("Plaintiff") and
BANK OF AMERICA, N.A. ("BANA") (collectively, the "Parties"), by and through their counsel
of record, stipulate and agree that Plaintiff's claims against BANA, as set forth in the Amended
Complaint filed on January 12, 2015, shall be dismissed with prejudice, each party to bear its own
attorney's fees and costs associated with this lawsuit.

IT IS SO STIPULATED.

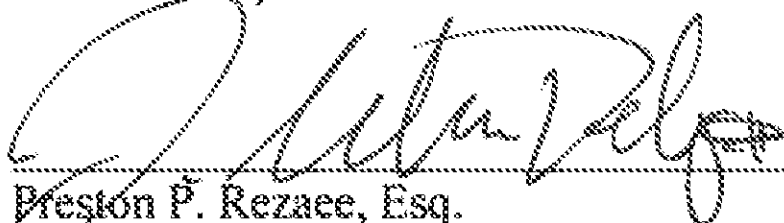
DATED this 4 day of March, 2016.
KIM GILBERT EBRON


Diana Cline Ebron, Esq.
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Jacqueline A. Gilbert, Esq.
Nevada Bar No. 10580
Karen L. Hanks, Esq.
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Attorneys for Plaintiff

DATED this day of March, 2016.
AKERMAN LLP


Ariel E. Stern, Esq.
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Steve Shevorski, Esq.
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DATED this 4th day of March, 2016.
THE FIRM, P.C.


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Attorneys for Shahin Shane Malek

///

///

///

///

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ORDER

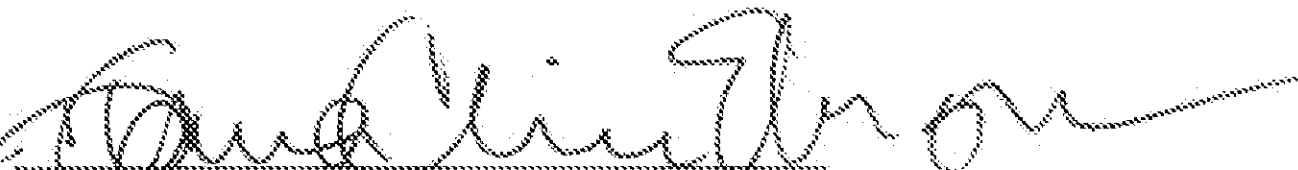
Upon stipulation of the Parties, and good cause appearing therefore, it is hereby
ORDERED that Plaintiff's claims against BANA, as set forth in the Amended Complaint filed
on January 12, 2015, shall be dismissed with prejudice, with each party to bear its own fees and
costs.

IT IS SO ORDERED.

DATED this 8 day of March, 2016.


DISTRICT COURT JUDGE

Respectfully Submitted By:
KIM GILBERT EBRON

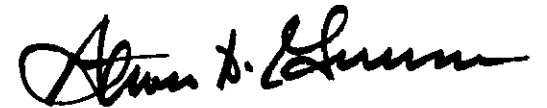

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Jacqueline A. Gilbert, Esq.
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Karen L. Hanks, Esq.
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Las Vegas, Nevada 89139
Attorneys for Plaintiff

TAB 59

TAB 59

TAB 59

JA_2833



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Facsimile: (702) 485-3301
Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

THE FREDRIC AND BARBARA
ROSENBERG LIVING TRUST,

Plaintiff,

vs.

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

Defendants.

SHAHIN SHANE MALEK,

Counter-Claimant,

vs.

THE FREDRIC AND BARBARA
ROSENBERG LIVING TRUST,

Counter-Defendant.

Case No. A-13-689113-C

Dept. No. I

**NOTICE OF ENTRY OF STIPULATION
AND ORDER TO DISMISS BANK OF
AMERICA, N.A. WITH PREJUDICE**

PLEASE TAKE NOTICE that on March 10, 2016 this Court entered a **Stipulation and**

KIM GILBERT EBRON
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(702) 485-3300 FAX (702) 485-3301

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Order to Dismiss Bank of America, N.A with Prejudice. A copy of said Stipulation and
Order is attached hereto.
DATED this 18th day of March, 2016.

KIM GILBERT EBRON

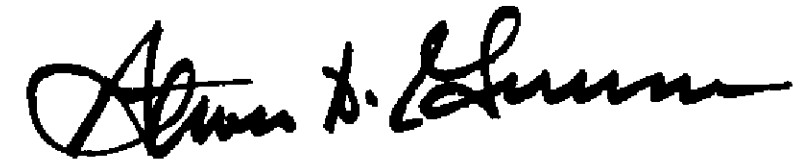
/s/ Diana Cline Ebron
DIANA CLINE EBRON, ESQ.
Nevada Bar No. 10580
7625 Dean Martin Drive, Suite 110
Las Vegas, Nevada 89139
Attorney for SFR Investments Pool 1, LLC

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of March, 2016, pursuant to NRCP 5(b), I served via the Eighth Judicial District Court electronic filing system, the foregoing **STIPULATION AND ORDER TO DISMISS BANK OF AMERICA, N.A. WITH PREJUDICE**, to the following parties:

Akerman LLP		
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Steven G. Shevorski, Esq.		steven.shevorski@akerman.com
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Kemp Jones & Coulthard		
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Kemp, Jones & Coulthard		
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Preston P. Rezaee, Esq.		preston@thefirm-lv.com
Ryan E. Alexander, Esq.		ryan@ryanalexander.us

/s/ Tomas Valerio
An Employee of Kim Gilbert Ebron



CLERK OF THE COURT

SAO

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Facsimile: (702) 485-3301

Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

THE FREDRIC AND BARBARA
ROSENBERG LIVING TRUST,

Plaintiff,

vs.

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

Defendants.

SHAHIN SHANE MALEK,

Counterclaimant,

vs.

THE FREDRIC AND BARBARA
ROSENBERG LIVING TRUST,

Counter-Defendant.

Case No.: A-13-689113-C

Dept. No.: I

**STIPULATION AND ORDER TO
DISMISS BANK OF AMERICA, N.A.
WITH PREJUDICE**

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THE FREDRIC AND BARBARA ROSENBERG LIVING TRUST ("Plaintiff") and
BANK OF AMERICA, N.A. ("BANA") (collectively, the "Parties"), by and through their
counsel of record, stipulate and agree that Plaintiff's claims against BANA, as set forth in the
Amended Complaint filed on January 12, 2015, shall be dismissed with prejudice, each party to
bear its own attorney's fees and costs associated with this lawsuit.

IT IS SO STIPULATED.

DATED this ____ day of March, 2016.

KIM GILBERT EBRON

Diana Cline Ebron, Esq.

Nevada Bar No. 10580

Jacqueline A. Gilbert, Esq.

Nevada Bar No. 10580

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Attorneys for Plaintiff

DATED this ____ day of March, 2016.

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Nevada Bar No. 11950

200 E. Charleston Blvd.

Las Vegas, Nevada 89104

Attorneys for Shahin Shane Malek

DATED this ____ day of March, 2016.

AKERMAN LLP

Ariel E. Stern, Esq.

Nevada Bar No. 8276

Darren T. Brenner, Esq.

Nevada Bar No. 8386

Steve Shevorski, Esq.

Nevada Bar No. 8256

1160 Town Center Drive, Suite 330

Las Vegas, Nevada 89144

Attorneys for Bank of America, N.A

///

///

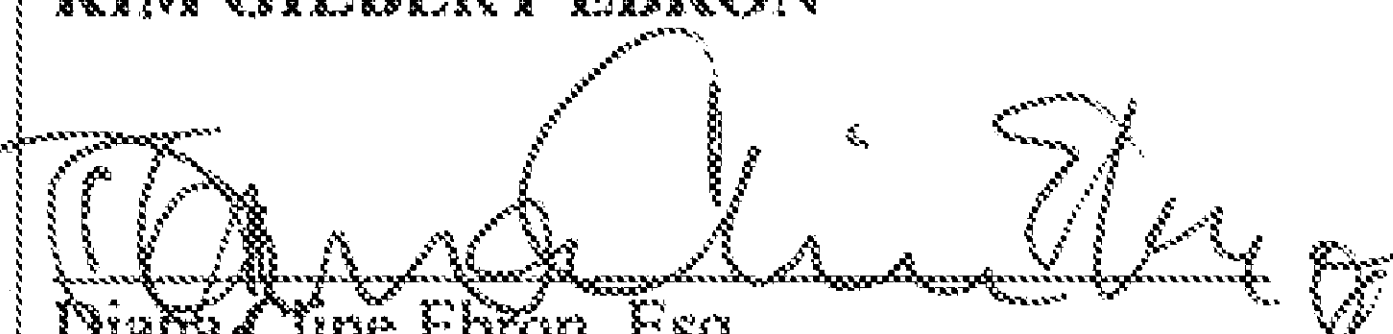
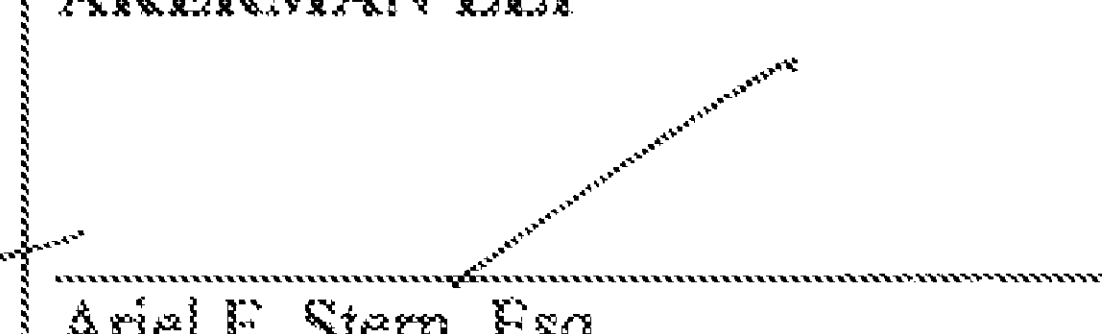
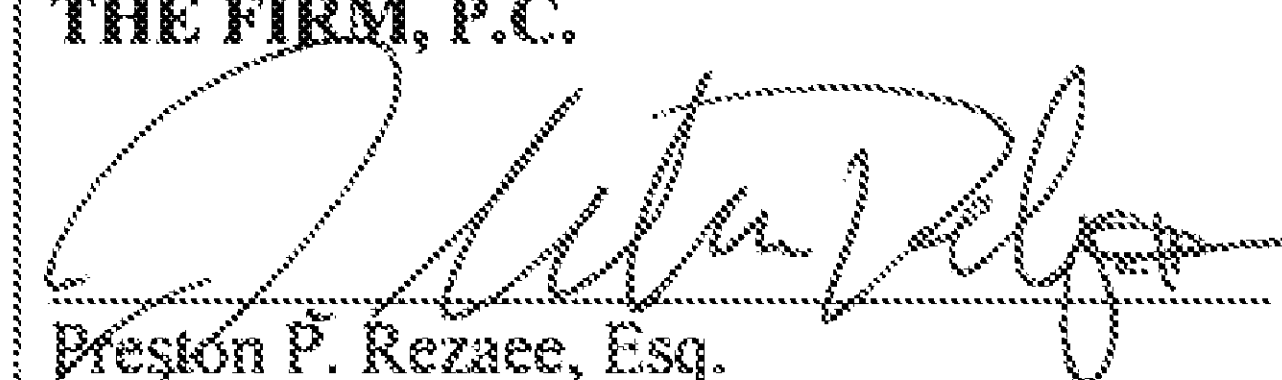
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///

KIM GILBERT EBRON
7625 DEAN MARTIN DRIVE, SUITE 110
LAS VEGAS, NEVADA 89139
(702) 483-3300 FAX (702) 483-3301

THE FREDRIC AND BARBARA ROSENBERG LIVING TRUST ("Plaintiff") and
BANK OF AMERICA, N.A. ("BANA") (collectively, the "Parties"), by and through their counsel
of record, stipulate and agree that Plaintiff's claims against BANA, as set forth in the Amended
Complaint filed on January 12, 2015, shall be dismissed with prejudice, each party to bear its own
attorney's fees and costs associated with this lawsuit.

IT IS SO STIPULATED.

DATED this 4 day of March, 2016. KIM GILBERT EBRON	DATED this day of March, 2016. AKERMAN LLP
 Diana Cline Ebron, Esq. Nevada Bar No. 10580 Jacqueline A. Gilbert, Esq. Nevada Bar No. 10580 Karen L. Hanks, Esq. Nevada Bar No. 9578 7625 Dean Martin Drive, Suite 110 Las Vegas, Nevada 89139 Attorneys for Plaintiff	 Ariel E. Stern, Esq. Nevada Bar No. 8276 Darren T. Brenner, Esq. Nevada Bar No. 8386 Steve Shevorski, Esq. Nevada Bar No. 8256 1160 Town Center Drive, Suite 330 Las Vegas, Nevada 89144 Attorneys for Bank of America, N.A.
DATED this 4th day of March, 2016. THE FIRM, P.C.	
 Preston P. Rezaee, Esq. Nevada Bar No. 10729 Jay M. DeVoy, Esq., of Counsel Nevada Bar No. 11950 200 E. Charleston Blvd. Las Vegas, Nevada 89104 Attorneys for Shahin Shane Malek	

///
///
///
///

KIM GILBERT EBRON
7625 DEAN MARTIN DRIVE, SUITE 110
LAS VEGAS, NEVADA 89139
(702) 485-3380 FAX (702) 485-3391

ORDER

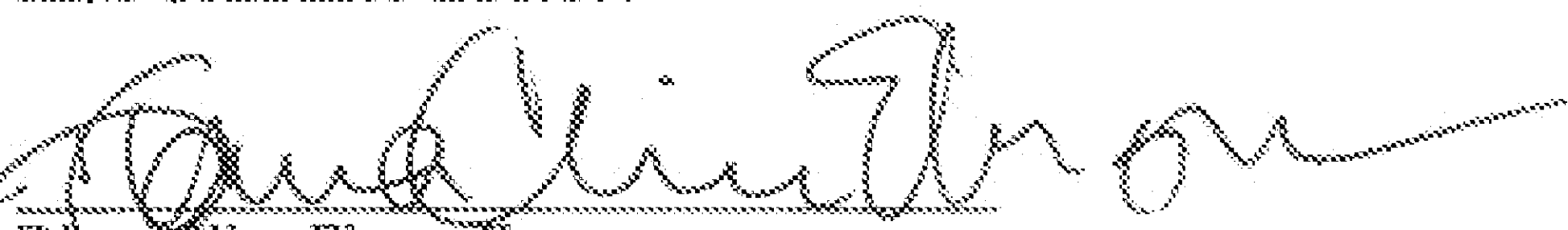
Upon stipulation of the Parties, and good cause appearing therefore, it is hereby
ORDERED that Plaintiff's claims against BANA, as set forth in the Amended Complaint filed
on January 12, 2015, shall be dismissed with prejudice, with each party to bear its own fees and
costs.

IT IS SO ORDERED.

DATED this 8 day of March, 2016.


DISTRICT COURT JUDGE

Respectfully Submitted By:
KIM GILBERT EBRON

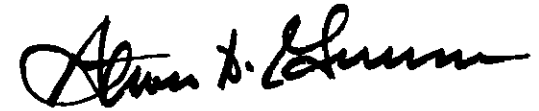

Diana Cline Ebron, Esq.
Nevada Bar No. 10580
Jacqueline A. Gilbert, Esq.
Nevada Bar No. 10580
Karen L. Hanks, Esq.
Nevada Bar No. 9578
7625 Dean Martin Drive, Suite 110
Las Vegas, Nevada 89139
Attorneys for Plaintiff

TAB 60

TAB 60

TAB 60

JA_2841



CLERK OF THE COURT

SAO

Preston P. Rezaee, Esq.
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Attorneys for Defendant/Counterclaimant
SHAHIN SHANE MALEK

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

THE FREDERIC AND BARBARA
ROSENBERG LIVING TRUST,

Plaintiff,

vs.

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

Defendants.

SHAHIN SHANE MALEK,

Counterclaimant,

vs.

THE FREDERIC AND BARBARA
ROSENBERG LIVING TRUST,

Counterdefendant.

) CASE NO.: A-13-689113-C

) DEPT NO.: I

) **STIPULATION AND ORDER FOR
DISMISSAL OF COUNTERCLAIM
WITHOUT PREJUDICE**

) **PURSUANT TO NEVADA RULE OF
CIVIL PROCEDURE 41(a)(1)**

1 **STIPULATION AND ORDER FOR DISMISSAL OF COUNTERCLAIM WITHOUT**
2 **PREJUDICE PURSUANT TO NEVADA RULE OF CIVIL PROCEDURE 41(a)(1)**

3 Counterclaimant SHAHIN SHANE MALEK ("Malek"), and counterclaim defendant
4 THE FREDRIC AND BARBARA ROSENBERG LIVING TRUST (the "Trust"), through their
5 undersigned counsel of record, stipulate and agree pursuant to Nevada Rule of Civil Procedure
6 41(a)(1) and (c), that Malek's counterclaim against the Trust is voluntarily dismissed **WITHOUT**
7 **PREJUDICE**, with both parties to bear their respective attorneys' fees and costs. The parties
8 hereto further agree that in the event any appeal of the Trust's underlying claims against Malek
9 are remanded by the Nevada Court of Appeals or Nevada Supreme Court for further proceedings
10 before this Court, Malek shall be entitled to re-file and revive the instantly dismissed counterclaim
11 without payment of any costs to the Trust under Rule 41(d), and that the statute of limitations and
12 five-year time limitation for Malek's counterclaim be tolled during the pendency of any appeal of
13 the Trust's claims against Malek in this case before the Nevada Court of Appeals or Nevada
14 Supreme Court under Rule 41(e), so that Malek may reinstitute or revive his counterclaim within
15 180 days of this Court obtaining jurisdiction upon any remand of this case, or otherwise re-file
16 the claim dismissed by this stipulation.

17 Dated May ____, 2016

17 Dated May 10th, 2016

18
19 _____
20 Preston P. Rezaee
21 Nevada Bar No. 10729
22 Jay DeVoy, of counsel
23 Nevada Bar No. 11950
24 THE FIRM, P.C.
25 200 E. Charleston Blvd.
26 Las Vegas, NV 89104
27 Telephone: (702) 222-3476
28 Facsimile: (702) 252-3476
Attorneys for Defendant/Counterclaimant,
Shahin Shane Malek

18
19 _____
20 Karen Hanks
21 Nevada Bar No. 9578
22 Kim Gilbert Ebron
23 7625 Dean Martin Drive, Suite 110
24 Las Vegas, NV 89139
25 Telephone: (702) 485-3300
26 Facsimile: (702) 485-3301
27 Attorneys for Plaintiff/Counterclaim
28 Defendant,
The Fredric and Barbara Living Trust

26 **ORDER**

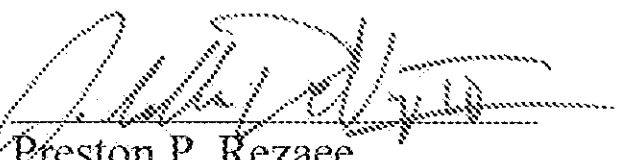
27 In light of the foregoing stipulation, it is **ORDERED** that Malek's counterclaim against
28 the Trust is **DISMISSED WITHOUT PREJUDICE**, with each party to bear its own attorney's

1 **STIPULATION AND ORDER FOR DISMISSAL OF COUNTERCLAIM WITHOUT**
2 **PREJUDICE PURSUANT TO NEVADA RULE OF CIVIL PROCEDURE 41(a)(1)**

3 Counterclaimant SHAHIN SHANE MALEK ("Malek"), and counterclaim defendant
4 THE FREDRIC AND BARBARA ROSENBERG LIVING TRUST (the "Trust"), through their
5 undersigned counsel of record, stipulate and agree pursuant to Nevada Rule of Civil Procedure
6 41(a)(1) and (c), that Malek's counterclaim against the Trust is voluntarily dismissed **WITHOUT**
7 **PREJUDICE**, with both parties to bear their respective attorneys' fees and costs. The parties
8 hereto further agree that in the event any appeal of the Trust's underlying claims against Malek
9 are remanded by the Nevada Court of Appeals or Nevada Supreme Court for further proceedings
10 before this Court, Malek shall be entitled to re-file and revive the instantly dismissed counterclaim
11 without payment of any costs to the Trust under Rule 41(d), and that the statute of limitations and
12 five-year time limitation for Malek's counterclaim be tolled during the pendency of any appeal of
13 the Trust's claims against Malek in this case before the Nevada Court of Appeals or Nevada
14 Supreme Court under Rule 41(e), so that Malek may reinstitute or revive his counterclaim within
15 180 days of this Court obtaining jurisdiction upon any remand of this case, or otherwise re-file
16 the claim dismissed by this stipulation.

17 Dated May 6, 2016

Dated May , 2016

18 
19 Preston P. Rezaee

20 Nevada Bar No. 10729

21 Jay DeVoy, of counsel

22 Nevada Bar No. 11950

23 THE FIRM, P.C.

24 200 E. Charleston Blvd.

25 Las Vegas, NV 89104

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27 Facsimile: (702) 252-3476

28 *Attorneys for Defendant/Counterclaimant,*

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Karen Hanks

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Las Vegas, NV 89139

Telephone: (702) 485-3300

Facsimile: (702) 485-3301

Attorneys for Plaintiff/Counterclaim
Defendant,

The Fredric and Barbara Living Trust

26 **ORDER**

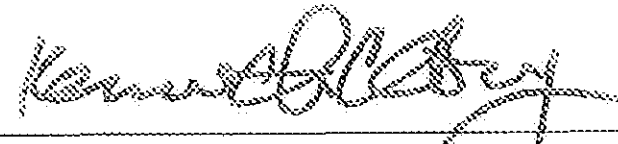
27 In light of the foregoing stipulation, it is **ORDERED** that Malek's counterclaim against
28 the Trust is **DISMISSED WITHOUT PREJUDICE**, with each party to bear its own attorney's

1 fees and costs. This dismissal without prejudice is subject to Malek's right to revive or re-file his
2 counterclaim, including upon any remand of the Trust's underlying claims against Malek, without
3 any payment of costs to the Trust normally allowable under Rule 41(d); and, pursuant to Rule
4 41(e), the tolling of the statute of limitations and five-year rule applicable to Malek's counterclaim
5 during the pendency of any appeal of the Trust's claims against Malek, upon which this Court
6 previously granted summary judgment to Malek. In the event the Nevada Court of Appeals or
7 Nevada Supreme Court remands any of the Trust's claims against Malek in this action to this
8 Court, Malek may revive or re-file his Counterclaim within 180 days of this Court obtaining
9 jurisdiction over the remanded proceedings, with the statute of limitations and five-year rule for
10 such counterclaim tolled during that time.

11 With all claims being resolved, the trial deadlines in this action, including the pretrial
12 conference and trial date for Malek's counterclaim, are hereby **VACATED**.

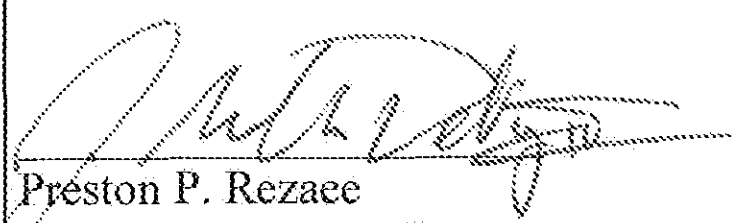
13 IT IS SO ORDERED.

14
15 Dated: May 13, 2016.

16
17 

18 DISTRICT COURT JUDGE

19 Submitted by:

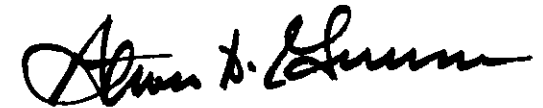
20
21 
22 Preston P. Rezaee
23 Nevada Bar No. 10729
24 Jay DeVoy, of counsel
25 Nevada Bar No. 11950
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Attorneys for Defendant/Counterclaimant,
Shahin Shane Malek

TAB 61

TAB 61

TAB 61

JA_2846



CLERK OF THE COURT

1 **NEO**

2 Preston P. Rezaee, Esq.

3 Nevada Bar No. 10729

4 Jay DeVoy, Esq., of counsel

5 Nevada Bar No. 11950

6 THE FIRM, P.C.

7 200 E. Charleston Blvd.

8 Las Vegas, NV 89104

9 Telephone: (702) 222-3476

10 Facsimile: (702) 252-3476

11 *Attorneys for Defendant/Counterclaimant*

12 *SHAHIN SHANE MALEK*

13 **EIGHTH JUDICIAL DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 THE FREDERIC AND BARBARA

16 ROSENBERG LIVING TRUST,

17 Plaintiff,

18 vs.

19 BANK OF AMERICA, N.A.; BAC HOME

20 LOANS SERVICING, LP, a foreign limited

21 partnership; MACDONALD HIGHLANDS

22 REALTY, LLC, a Nevada limited liability

23 company; MICHAEL DOIRON, an individual;

24 SHAHIN SHANE MALEK, an individual;

25 PAUL BYKOWSKI, an individual; THE

26 FOOTHILLS AT MACDONALD RANCH

27 MASTER ASSOCIATION, a Nevada limited

28 liability company; THE FOOTHILLS

29 PARTNERS, a Nevada limited partnership;

30 DOES I through X, inclusive; and ROE

31 BUSINESS ENTITY I through XX, inclusive,

32 Defendants.

33
34 SHAHIN SHANE MALEK,

35 Counterclaimant,

36 vs.

37 THE FREDERIC AND BARBARA

38 ROSENBERG LIVING TRUST,

) CASE NO.: A-13-689113-C

) DEPT NO.: I

) **NOTICE OF ENTRY OF STIPULATION**
) **AND ORDER**

1)
2 Counterdefendant.)
3)

4 NOTICE TO ALL PARTIES that on May 17, 2016 the Court entered its Stipulation and
5 Order for Dismissal of Counterclaim Without Prejudice Pursuant to Nevada Rule of Civil
6 Procedure 41(a)(1) in the above-entitled action, a copy of which is attached hereto.

7 DATED this 18 day of May, 2016.

8 */s/ Jay DeVoy, Esq.*

9 Preston P. Rezaee

10 Nevada Bar No. 10729

11 Jay DeVoy, of counsel

12 Nevada Bar No. 11950

13 THE FIRM, P.C.

14 200 E. Charleston Blvd.

15 Las Vegas, NV 89104

16 Telephone: (702) 222-3476

17 Facsimile: (702) 252-3476

18 *Attorneys for Defendant/Counterclaimant,*

19 *Shahin Shane Malek*
20
21
22
23
24
25
26
27
28

1 **CERTIFICATE OF SERVICE**

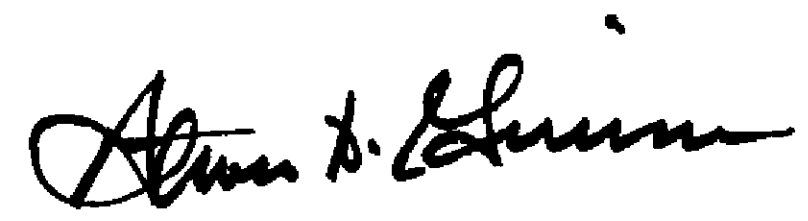
2 I hereby certify that on this 18 day of May, 2016, pursuant to NRCP 5(b), I served via
3 the Eighth Judicial District Court electronic service system and to be placed in the United States
4 Mail, with first class postage prepaid thereon, and addressed the foregoing **NOTICE OF**
5 **ENTRY OF ORDER** to the following parties:

6
7 Karen Hanks
8 Melissa Barishman
9 Howard Kim & Associates
10 1055 Whitney Ranch Drive, Suite 110
11 Henderson, NV 89014
Attorneys for Plaintiff/Counterclaim Defendant,
The Fredric and Barbara Living Trust

12 J. Randall Jones
13 Spencer H. Gunnerson
14 Kemp, Jones & Coulthard
15 3800 Howard Hughes Parkway, 17th Floor
16 Las Vegas, NV 89169
Attorneys for Defendants
MacDonald Highlands Realty, LLC,
Michael Doiron, and
FHP Ventures
(formerly The Foothills Partners).

18 Darren Brenner
19 Steven Shevorski
20 William Habdas
21 Akerman LLP
22 1160 Town Center Drive, Suite 330
23 Las Vegas, NV 89144
Attorneys for Defendants
Bank of America N.A. and BAC Home Loans Servicing, LP

24
25 /s/ Jacqueline Martinez
26 An employee of The Firm, P.C.
27
28


CLERK OF THE COURT

SAO

Preston P. Rezaee, Esq.
Nevada Bar No. 10729
Jay DeVoy, Esq., of counsel
Nevada Bar No. 11950
THE FIRM, P.C.
200 E. Charleston Blvd.
Las Vegas, NV 89104
Telephone: (702) 222-3476
Facsimile: (702) 252-3476
Attorneys for Defendant/Counterclaimant
SHAHIN SHANE MALEK

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

THE FREDERIC AND BARBARA
ROSENBERG LIVING TRUST,

Plaintiff,

vs.

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

Defendants.

SHAHIN SHANE MALEK,

Counterclaimant,

vs.

THE FREDERIC AND BARBARA
ROSENBERG LIVING TRUST,

Counterdefendant.

) CASE NO.: A-13-689113-C

) DEPT NO.: I

) **STIPULATION AND ORDER FOR
DISMISSAL OF COUNTERCLAIM
WITHOUT PREJUDICE**

) **PURSUANT TO NEVADA RULE OF
CIVIL PROCEDURE 41(a)(1)**

1 **STIPULATION AND ORDER FOR DISMISSAL OF COUNTERCLAIM WITHOUT**
2 **PREJUDICE PURSUANT TO NEVADA RULE OF CIVIL PROCEDURE 41(a)(1)**

3 Counterclaimant SHAHIN SHANE MALEK ("Malek"), and counterclaim defendant
4 THE FREDRIC AND BARBARA ROSENBERG LIVING TRUST (the "Trust"), through their
5 undersigned counsel of record, stipulate and agree pursuant to Nevada Rule of Civil Procedure
6 41(a)(1) and (c), that Malek's counterclaim against the Trust is voluntarily dismissed **WITHOUT**
7 **PREJUDICE**, with both parties to bear their respective attorneys' fees and costs. The parties
8 hereto further agree that in the event any appeal of the Trust's underlying claims against Malek
9 are remanded by the Nevada Court of Appeals or Nevada Supreme Court for further proceedings
10 before this Court, Malek shall be entitled to re-file and revive the instantly dismissed counterclaim
11 without payment of any costs to the Trust under Rule 41(d), and that the statute of limitations and
12 five-year time limitation for Malek's counterclaim be tolled during the pendency of any appeal of
13 the Trust's claims against Malek in this case before the Nevada Court of Appeals or Nevada
14 Supreme Court under Rule 41(e), so that Malek may reinstitute or revive his counterclaim within
15 180 days of this Court obtaining jurisdiction upon any remand of this case, or otherwise re-file
16 the claim dismissed by this stipulation.

17 Dated May ____, 2016

17 Dated May 10th, 2016

18
19 _____
20 Preston P. Rezaee
21 Nevada Bar No. 10729
22 Jay DeVoy, of counsel
23 Nevada Bar No. 11950
24 THE FIRM, P.C.
25 200 E. Charleston Blvd.
26 Las Vegas, NV 89104
27 Telephone: (702) 222-3476
28 Facsimile: (702) 252-3476
Attorneys for Defendant/Counterclaimant,
Shahin Shane Malek

18
19 _____
20 Karen Hanks
21 Nevada Bar No. 9578
22 Kim Gilbert Ebron
23 7625 Dean Martin Drive, Suite 110
24 Las Vegas, NV 89139
25 Telephone: (702) 485-3300
26 Facsimile: (702) 485-3301
27 Attorneys for Plaintiff/Counterclaim
28 Defendant,
The Fredric and Barbara Living Trust

26 **ORDER**

27 In light of the foregoing stipulation, it is **ORDERED** that Malek's counterclaim against
28 the Trust is **DISMISSED WITHOUT PREJUDICE**, with each party to bear its own attorney's

1 **STIPULATION AND ORDER FOR DISMISSAL OF COUNTERCLAIM WITHOUT**
2 **PREJUDICE PURSUANT TO NEVADA RULE OF CIVIL PROCEDURE 41(a)(1)**

3 Counterclaimant SHAHIN SHANE MALEK ("Malek"), and counterclaim defendant
4 THE FREDRIC AND BARBARA ROSENBERG LIVING TRUST (the "Trust"), through their
5 undersigned counsel of record, stipulate and agree pursuant to Nevada Rule of Civil Procedure
6 41(a)(1) and (c), that Malek's counterclaim against the Trust is voluntarily dismissed **WITHOUT**
7 **PREJUDICE**, with both parties to bear their respective attorneys' fees and costs. The parties
8 hereto further agree that in the event any appeal of the Trust's underlying claims against Malek
9 are remanded by the Nevada Court of Appeals or Nevada Supreme Court for further proceedings
10 before this Court, Malek shall be entitled to re-file and revive the instantly dismissed counterclaim
11 without payment of any costs to the Trust under Rule 41(d), and that the statute of limitations and
12 five-year time limitation for Malek's counterclaim be tolled during the pendency of any appeal of
13 the Trust's claims against Malek in this case before the Nevada Court of Appeals or Nevada
14 Supreme Court under Rule 41(e), so that Malek may reinstitute or revive his counterclaim within
15 180 days of this Court obtaining jurisdiction upon any remand of this case, or otherwise re-file
16 the claim dismissed by this stipulation.

17 Dated May 6, 2016

Dated May , 2016

18 
19 Preston P. Rezaee

20 Nevada Bar No. 10729

21 Jay DeVoy, of counsel

22 Nevada Bar No. 11950

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24 200 E. Charleston Blvd.

25 Las Vegas, NV 89104

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27 Facsimile: (702) 252-3476

28 *Attorneys for Defendant/Counterclaimant,*

Shahin Shane Malek

Karen Hanks

Nevada Bar No. 9578

Kim Gilbert Ebron

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Las Vegas, NV 89139

Telephone: (702) 485-3300

Facsimile: (702) 485-3301

Attorneys for Plaintiff/Counterclaim
Defendant,

The Fredric and Barbara Living Trust

26 **ORDER**

27 In light of the foregoing stipulation, it is **ORDERED** that Malek's counterclaim against
28 the Trust is **DISMISSED WITHOUT PREJUDICE**, with each party to bear its own attorney's

1 fees and costs. This dismissal without prejudice is subject to Malek's right to revive or re-file his
2 counterclaim, including upon any remand of the Trust's underlying claims against Malek, without
3 any payment of costs to the Trust normally allowable under Rule 41(d); and, pursuant to Rule
4 41(e), the tolling of the statute of limitations and five-year rule applicable to Malek's counterclaim
5 during the pendency of any appeal of the Trust's claims against Malek, upon which this Court
6 previously granted summary judgment to Malek. In the event the Nevada Court of Appeals or
7 Nevada Supreme Court remands any of the Trust's claims against Malek in this action to this
8 Court, Malek may revive or re-file his Counterclaim within 180 days of this Court obtaining
9 jurisdiction over the remanded proceedings, with the statute of limitations and five-year rule for
10 such counterclaim tolled during that time.

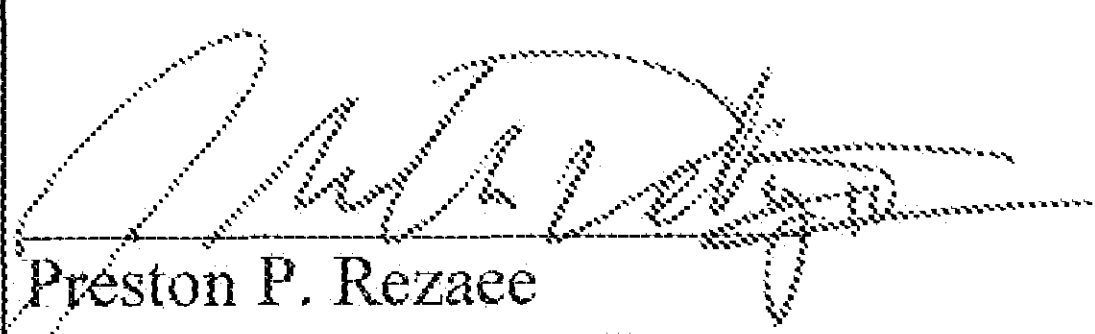
11 With all claims being resolved, the trial deadlines in this action, including the pretrial
12 conference and trial date for Malek's counterclaim, are hereby **VACATED**.

13 IT IS SO ORDERED.

14
15 Dated: May 13, 2016.

16
17 
18 _____
DISTRICT COURT JUDGE

19 Submitted by:

20 
21 _____
22 Preston P. Rezaee
23 Nevada Bar No. 10729
24 Jay DeVoy, of counsel
25 Nevada Bar No. 11950
26 THE FIRM, P.C.
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Facsimile: (702) 252-3476
Attorneys for Defendant/Counterclaimant,
Shahin Shane Malek

TAB 62

TAB 62

TAB 62

JA_2854


CLERK OF THE COURT

NOAS

HOWARD C. KIM, ESQ.
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E-mail: diana@kgelegal.com

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Nevada Bar No. 10580
E-mail: jackie@kgelegal.com

KAREN L. HANKS, ESQ.
Nevada Bar No. 9578
E-mail: karen@kgelegal.com

KIM GILBERT EBRON
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Las Vegas, Nevada 89139
Telephone: (702) 485-3300
Facsimile: (702) 485-3301
Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

THE FREDRIC AND BARBARA
ROSENBERG LIVING TRUST,

Plaintiff,

vs.

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

Defendants.

SHAHIN SHANE MALEK,

Counterclaimant,

vs.

THE FREDRIC AND BARBARA
ROSENBERG LIVING TRUST,

Counter-Defendant.

Case No.: A-13-689113-C

Dept. No.: I

NOTICE OF APPEAL

KIM GILBERT EBRON
7625 DEAN MARTIN DRIVE, SUITE 110
LAS VEGAS, NEVADA 89139
(702) 485-3300 FAX (702) 485-3301

KIM GILBERT EBRON
7625 DEAN MARTIN DRIVE, SUITE 110
LAS VEGAS, NEVADA 89139
(702) 485-3300 FAX (702) 485-3301

1 The FREDRIC AND BARBARA ROSENBERG LIVING TRUST, by and through its
2 counsel of record, Kim Gilbert Ebron, hereby appeals the following:

- 3 1. The Findings of Fact, Conclusions of Law, and Judgment on
4 Defendant/Counterclaimant Shahin Shane Malek's Motion for Summary Judgment, entered on
5 August 13, 2015; and
6 2. All other orders made appealable thereby.

7
8 DATED this 23th day of May, 2016.

KIM GILBERT EBRON

9
10 /s/Jacqueline A. Gilbert
11 HOWARD C. KIM, ESQ.
12 Nevada Bar No. 10386
13 JACQUELINE A. GILBERT, ESQ.
14 Nevada Bar No. 10593
15 DIANA S. CLINE, ESQ.
16 Nevada Bar No. 10580
17 KAREN L. HANKS, ESQ.
18 Nevada Bar No. 9578
19 7625 Dean Martin Drive, Suite 110
20 Las Vegas, Nevada 89139
21 *Attorneys for Plaintiff*
22
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 23th day of May, 2016, pursuant to NRCP 5(b), I served, via the Eighth Judicial District Court electronic filing system, the foregoing **NOTICE OF APPEAL**, to the following parties:

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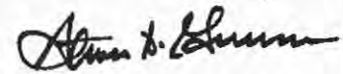
/s/Jacqueline A. Gilbert
An Employee of Howard Kim & Associates

TAB 63

TAB 63

TAB 63

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CLERK OF THE COURT

1 TRAN

2
3 EIGHTH JUDICIAL DISTRICT COURT
4 CIVIL/CRIMINAL DIVISION
5 CLARK COUNTY, NEVADA

6 FREDERIC AND BARBARA ROSENBERG)
7 LIVING TRUST,)

CASE NO. A-13-689113

8 Plaintiff,)

DEPT. NO. 1

9 vs.)

10 BANK OF AMERICA, et al,)

11 Defendants.)

12 BEFORE THE HONORABLE KENNETH CORY, DISTRICT COURT JUDGE

13 WEDNESDAY, APRIL 8, 2015

14 **TRANSCRIPT RE:**
15 DEFENDANT FHP VENTURES' MOTION TO DISMISS
16 AMENDED COMPLAINT

17 APPEARANCES:

18 For the Plaintiff:

KAREN L. HANKS, ESQ.

19 For Defendant Bank of America:

STEVEN G. SHEVORSKI, ESQ.

20 For Defendant FHP Ventures:

SPENCER H. GUNNERSON, ESQ.

21 For Defendant Shane S. Malek:

SARAH M. CHAVEZ, ESQ.

22
23
24 RECORDED BY: Lisa Lizotte, Court Recorder

1 CLARK COUNTY, NEVADA

WEDNESDAY, APRIL 8, 2015

2 PROCEEDINGS

3 (PROCEEDINGS BEGAN AT 9:09 A.M.)

4 THE CLERK: Frederic and Barbara Rosenberg Living Trust versus Bank
5 of America. Case No. A-689113.

6 THE COURT: Now we'll get some arguments.

7 MS. HANKS: Good morning, Your Honor. Karen Hanks on behalf of the
8 plaintiff.

9 THE COURT: Good morning.

10 MR. GUNNERSON: Good morning, Your Honor. Spencer Gunnerson on
11 behalf of FHP Ventures.

12 MR. SHEVORSKI: Good morning, Your Honor. Steve Shevorski of Akerman
13 on behalf of Bank of America.

14 THE COURT: Good morning.

15 MS. CHAVEZ: Good morning. Sarah Chavez on behalf of Shane Shahin
16 Malek.

17 THE COURT: Okay. Let's see, on behalf of Shane Malek. Okay, very good.

18 And you seem to think that we should dismiss this complaint.

19 MR. GUNNERSON: Yes, Your Honor. If I may.

20 THE COURT: Yes.

21 MR. GUNNERSON: May I approach the lectern, Your Honor?

22 THE COURT: Sure.

23 MR. GUNNERSON: That is correct. Is it our position that the complaint
24 should be dismissed as to FHP Ventures, one of the new parties brought in upon

1 the filing of the amended complaint. It's been clear from the onset of this litigation
2 -- as this Court will recall, this has to do with a third acre piece of property that
3 once belonged to the golf course owners that was then sold to Mr. Malek and then
4 attached to his property. He is next door neighbor of the Rosenburgs, who are
5 the plaintiffs in the action. It's been clear from the beginning of this litigation that
6 plaintiffs have definitely wanted some kind of easement for view. They wanted to
7 keep Mr. Malek from building on this third acre. In fact, I believe this was discussed
8 at length at the original motions to dismiss -- I also represented other parties in this
9 case -- at which time they were attempting to attach a lis pendens to the property.
10 And at that time you denied that lis pendens --

11 THE COURT: Uh-huh.

12 MR. GUNNERSON: -- and their attempts to keep Mr. Malek from building
13 on the property. This is another attempt to do so. They've also attempted to bring
14 in prior golf course owners to try and create easements that would affect the golf
15 course and this Court has let them out as well.

16 This is, under my view, an extension of those claims. This is another
17 attempt to keep Malek from building on his property. I would find interesting, before
18 we even get into the merits of the motion, that if all they're attempting to do is keep
19 Mr. Malek from building on the property, there is no reason for my client to be
20 involved in this as a party because Mr. Malek is a party to the action, and if in fact
21 they can prove that these design guidelines create some kind restrictive covenant,
22 which we adamantly claim they do not, but if he's able to show that then they have
23 the remedy that you will order Mr. Malek not to build on his property, I suppose.
24 And there's no reason then also to ask the design review committee to then rescind

1 an approval of the property -- or the plans they've issued or that Mr. Malek has
2 presented.

3 I think what's really going on here is they're looking for another pocket,
4 another party to be involved in this case to potentially reach some kind of settlement
5 in the future. If this weren't the case, then my question would be why didn't they
6 also bring in the City of Henderson, who is the public entity that actually issues
7 building permits. Why haven't they have brought in the City of Henderson and
8 said City of Henderson, we're suing you as well because a restrictive covenant
9 was created and an easement on this property to keep him from building, and so
10 therefore we want to enjoin you from building on the property. I think what we see
11 here is that there's something else going on. And if all they're really wanting to do
12 is to --

13 THE COURT: I'm not sure you really want to suggest to the plaintiffs that
14 they bring in another defendant.

15 MR. GUNNERSON: Well, I would suspect -- I understand that the plaintiff is
16 quite capable and has I'm sure vetted that issue at length. I don't think I'm bringing
17 up anything new for them.

18 In the end, though, what this specific motion comes down to is that
19 their allegations are based almost predominantly upon these legal conclusions,
20 conclusory statements, and statements which are unsupportable by any factual
21 allegations in the complaint. They essentially are trying to create a restrictive
22 covenant in what is called design review guidelines. These are called guidelines for
23 a reason. They are to give guidelines to the design review committee to determine
24 what kind of properties may or may not be built. There's nothing in the language

1 of those documents that state anything about covenants or easements or promises
2 or restrictions that would then be able to inure to the extent of being a restrictive
3 covenant.

4 In our motion we identified a couple that we thought they might be
5 looking at and pointed how these do not create restrictive covenants. Their
6 response in their opposition was to simply say, but look, they obviously know what's
7 going on here -- this is a notice pleading state -- because they're pulling out the
8 exact things we used. Well, we didn't pull them out to show we understood what
9 was going on, we pulled them out to show we don't understand what's going on
10 because these aren't restrictive covenants.

11 Despite our efforts to get that ball rolling with let's identify what's
12 actually happening here, in their opposition they still failed to provide any specific
13 parts of the design review guidelines that actually create or provide language that
14 creates actual restrictive covenants. Now, their response, I imagine, could be no,
15 no, we're not saying it creates an express restrictive covenant, it's implied. Well,
16 if it's implied then it's got to be supported by the law. Implied covenants are legal
17 creations, and they provided no law to indicate that these design review guidelines
18 are in fact implied restrictive covenants.

19 These are all major issues. The fact remains that regardless of
20 whether or not we are a notice pleading state, they still have to present a claim for
21 relief that's actionable and this simply is not. These design review guidelines don't
22 create that.

23 Furthermore, which we think is also very important, is the circular logic
24 which plaintiff is presenting to this Court. Here they're claiming -- you know, first

1 we thought here what they're trying to do is they're trying to say the design review
2 committee inappropriately applied the design review guidelines. They missed
3 a step. They failed to ask for the right procedure or perhaps they did the wrong
4 setbacks or changed their setbacks or did something to that effect. But if you look
5 closely at their opposition, that's not what they're asking. What they're asking for,
6 and this was a surprise to us to a certain extent, is that the design review guidelines,
7 the very guidelines they claim create restrictive covenants to protect their view,
8 should not be applied to the third acre.

9 THE COURT: Uh-huh.

10 MR. GUNNERSON: Well, why are we claiming in one sense that these
11 design review guidelines create some kind of protections of view and then the very
12 relief they want is that it not be applied to the third acre? For that to work there
13 would have to be something stated specifically in those design review guidelines
14 that said if a piece of the property of the golf course is sold to a property owner, the
15 design review guidelines will not be applied to that property. They have not shown
16 that. That doesn't exist. And again, to try and use protections that they claim will
17 create restrictive covenants and apply those to the third acre by not applying them
18 to the third acre does not make sense.

19 And again, there's no reason for us to go round-about in this circular
20 logic if in fact what we have is the ability for them to keep Mr. Malek from building
21 on his property, although I don't know that that's necessarily going to be the ultimate
22 result in this case. But if that were, then you've got Mr. Malek here to keep him from
23 building on the property.

24 THE COURT: Uh-huh.

1 MR. GUNNERSON: I would also like to note that we brought up in our
2 original motion the issue of waiver and we contend that they didn't deal with it very
3 directly in their opposition. And the fact remains that even if there was some kind
4 of restrictive covenant -- let's assume that this Court is going to take their legal
5 conclusions and conclusory statements at face value and not require them to
6 present the factual allegations necessary to support their claims. In the end what
7 we have is we have a notice that was -- they don't dispute. In fact, they allege
8 in their complaint that was provided to Bank of America, so on the face of the
9 complaint itself Bank of America made no efforts to do anything with that, as they
10 also claim in their complaint, and therefore any restrictive covenants for view would
11 have been waived. They don't provide any good response to that.

12 Finally, as you know, and I've kind of gone about this backwards, I'll
13 tell you there are two claims for relief against my client, one for declaratory judgment
14 or declaratory relief and one for mandatory injunction. I think mostly what we've
15 been speaking to here is mandatory injunction, which clearly should be dismissed
16 as it pertains to my client.

17 I would also say that as it pertains to declaratory relief they stated in
18 their opposition that they want a declaration that the implied restrictive covenant
19 exists over the golf parcel, that third acre. Well, my client doesn't have any interest
20 in the golf parcel, so why a declaratory judgment stating that there's some kind of
21 implied restrictive covenant over the golf parcel exists, why that would affect my
22 client in any way is unknown to me. How that would affect them as it pertains to
23 this lawsuit and the specific allegations of this lawsuit are unknown. They simply --
24 you know, what I think has happened is they had a declaratory judgment claim and

1 they applied it against all the parties and then when they brought in my clients they
2 simply did not specifically separate them out of that all defendants declaratory relief
3 claim. I would state that there's no reason for my client to be involved in that since
4 they have no interest in the golf parcel.

5 And with that we request, Your Honor, that you grant our motion to
6 dismiss. Thank you.

7 THE COURT: All right, thank you.

8 Well, so do you really need this party or is it necessary to the action,
9 and if so, why?

10 MS. HANKS: Your Honor, it's necessary because their whole argument is
11 premised upon the assumption that we are going to prevail at stopping Mr. Malek
12 from building.

13 THE COURT: Uh-huh.

14 MS. HANKS: And the problem is, the reason why -- I call it Foothills because
15 that's how they refer to it in all the documents, but FHP Ventures is so important
16 is if Mr. Malek is an innocent party here, because I contend he's going to come
17 here and argue that I just bought a piece of property, I did design plans, I got it
18 approved by the design committee, I should be able to build. And if a restrictive
19 covenant, the implied restrictive covenant doesn't exist over the property, then the
20 best argument we have now is, well, then you need to apply the design guidelines
21 as originally intended. And that's where FHP becomes involved because they are
22 the party who's in charge of the design review committee. And that's the secondary
23 -- granted, I know the end result is he doesn't get to build the way he wants to
24 build.

1 THE COURT: What would you be -- In that case what would you be asking
2 the Court to order them to do in terms of injunctive relief?

3 MS. HANKS: In other words, enforcing the design guidelines as originally
4 anticipated for that particular lot, because what happened --

5 THE COURT: Does it fall to them to enforce --

6 MS. HANKS: Yes.

7 THE COURT: -- or not enforce?

8 MS. HANKS: Yes, because they have to approve all design plans. So
9 essentially Mr. Malek has already submitted design plans that have been approved,
10 but it encompasses the one third acre of the golf parcel. So his house is partially --
11 and his back yard, pool, all landscaping is going into that area as of right now. He's
12 actually started building. He has a fence up. He can start. And he has actually a
13 construction clock, by the way. McDonald Highlands enforces a construction clock
14 whereby once your design plan is approved you have to build your residence within
15 X amount of years, and I believe it's two or three years. I'm not sure of his exact
16 timeline.

17 THE COURT: What's the impact on your claim if he does that?

18 MS. HANKS: Starts to build? Well, right now we've confirmed with the City
19 of Henderson that no building permits have been submitted, so I think the fencing
20 is just a preliminary structure. So we aren't too concerned at this point, but if it gets
21 to a point where we have to file for an injunction, that might be our plan.

22 THE COURT: Okay.

23 MS. HANKS: So that's where we are. And essentially that is the problem
24 with -- and Your Honor, we can all -- and I was actually going to bring a motion

1 and we can bring it, but now that discovery has closed what I think this case has
2 revealed is we have essentially a breach of the design review guidelines. And we
3 also have a breach of the CC&R's because the CC&R's clearly provide that both
4 the golf course owner, which was McDonald Highlands, one of his entities, Mr.
5 McDonald's entities, owned the golf parcel at that time, and Mr. Malek were
6 supposed to get written board approval to change any boundary lot lines. That
7 didn't happen.

8 Then we have the design review guidelines which have numerous
9 provisions, and I can go through and they were attached to our opposition, that talk
10 about how the design review committee is going to make sure view corridors are
11 protected, that these are assurances -- that word is actually used -- assurances
12 to all owners that your views will be protected. They even have a provision for
13 combined lots -- this is kind of a similar situation -- where people have bought
14 multiple lots. They contemplated that because they knew it was going to change
15 the building envelope, and the design guidelines specifically provide that they're
16 going to take into consideration adjacent lot owners and how that might affect it.
17 That's what we have here.

18 And so our concern is we have to have FHP Ventures in it to the
19 extent that a jury finds, Mr. Malek, you did nothing wrong. There is no implied
20 restrictive covenant on the golf parcel. Because your design guidelines meet --
21 excuse me, because your design plans by all technicalities meet the design
22 guidelines, you should be able to do whatever you want. Well, then we have a
23 secondary argument. Now we have damages. Because that may happen in this
24 case, Your Honor. We have a two part case here. One --

1 THE COURT: Would the damages potentially come down against this
2 defendant?

3 MS. HANKS: Yes, Your Honor, because they essentially --

4 THE COURT: So it's not just a necessary party because you may need to
5 get the Court to order them to do something, you're looking at them as if you don't --
6 essentially if you don't prevent Mr. Malek from doing what he's intent on doing, then
7 the pocket that you go after is FHP.

8 MS. HANKS: Right, because they were always in the power --

9 THE COURT: As it stands right now, though, there is no claim for money
10 damages against them, is that right?

11 MS. HANKS: As it stands now, correct.

12 THE COURT: Is that because it's not ripe yet or what?

13 MS. HANKS: Well, I would say, Your Honor, now that discovery has closed,
14 I was intending to do a motion to amend to conform to the evidence --

15 THE COURT: Well --

16 MS. HANKS: -- and I think that's where money damages would -- You might
17 be right, though.

18 THE COURT: Okay, but let me anticipate the next argument. Discovery is
19 closed. Now you want damages. I get no discovery.

20 MS. HANKS: Well, no, we disclosed an expert and they have a diminution
21 of value. So we've disclosed that expert and they disclosed a rebuttal expert.

22 THE COURT: But wouldn't you think, though, that the whole tack that you
23 take, the whole attitude towards litigation you've been named in is one thing if you're
24 just sort of a -- you know, you're in on the crowd and they want to get an injunction

1 against you, but now you want damages from me, I want a chance to, you know,
2 test the waters, I want a chance to participate in discovery more --

3 MS. HANKS: Well, they have.

4 THE COURT: -- wouldn't you think they would want to do that?

5 MS. HANKS: Well, they have, Your Honor, because essentially McDonald
6 Highlands, FHP Ventures, they're all the same people. It's just multiple individual
7 entities, but it's the same counsel.

8 THE COURT: Well --

9 MS. HANKS: The same counsel represents --

10 THE COURT: Let me just give you a heads up because I see this coming;
11 before he jumps up and starts squawking. If you go after them for money damages,
12 and I'm not saying you can't at all, I'm not saying that at all. I don't -- I mean, the
13 lawsuit and the courts are here to resolve the legal defugalties of the parties, be
14 they prospective, injunctive or declaratory in nature, or money damages. And I think
15 that if you -- you know, I mean, I have no idea how this shakes out. If you're unable
16 to prevent some anticipated putative damages from being suffered by your client,
17 I would expect that you probably could amend yet again. This is an evolving thing.
18 But we're not going to close the door on the defendants and say, oh, I'm sorry,
19 discovery is closed; by the way, now we'd like a few million from you.

20 MS. HANKS: Oh, sure, I agree with that.

21 THE COURT: We're not going to do that.

22 MS. HANKS: I understand that, Your Honor.

23 THE COURT: Okay.

24 MS. HANKS: And the reason why it was couched as an injunctive relief

1 against FHP Ventures, because they're the party enforcing the design guidelines.

2 THE COURT: Okay.

3 MS. HANKS: So you can still get injunctive relief in terms of -- a jury could
4 find Mr. Malek --

5 THE COURT: So am I -- would I be correct that it might be cheaper for them
6 to accede to the mandatory injunction than it would to sit back and wait to become --

7 MS. HANKS: Probably.

8 THE COURT: -- a deep pockets defendant?

9 MS. HANKS: I mean, because that's what we're arguing.

10 THE COURT: I mean, that's just a FYI.

11 MS. HANKS: Right. It's no skin off of their back if they enforce the design
12 guidelines as what we're saying originally intended.

13 THE COURT: Would we not be resolving the same issue regardless of
14 whether we look at it as an injunctive relief or as money damages? In other words,
15 if we really get down to it and we test the viability of a mandatory injunction, if the
16 Court says no to that, is it likely that there would -- that money damages would lie?

17 MS. HANKS: Yes, Your Honor. Maybe not against FHP Ventures.

18 THE COURT: Oh.

19 MS. HANKS: I would have to look into that.

20 THE COURT: Okay.

21 MS. HANKS: But we have other parties, McDonald Highlands, Michael
22 Dolron, who didn't disclose that this parcel was sold. So that is where we have more
23 of the money damages.

24 THE COURT: Okay.

1 MS. HANKS: And we have the expert saying there's a diminution of value.

2 THE COURT: So while you might be going for money damages, it might not
3 be against FHP?

4 MS. HANKS: Correct.

5 THE COURT: All right.

6 MS. HANKS: Yeah, we're more looking from FHP to enforce the design
7 guidelines as originally intended, because that's the problem. Once they sold the
8 one third parcel to Mr. Malek, it rendered basically almost every aspect of the design
9 guidelines moot. The building envelope changed, the setbacks changed, the rear
10 cone of vision that was assured to every golf course parcel no longer exists.

11 THE COURT: Uh-huh.

12 MS. HANKS: All of those things went by the wayside by the sale of this
13 parcel. And so essentially the design guidelines, other than making sure, I guess,
14 the home is the right color and the right style and maybe some of the landscaping
15 matches, that really doesn't bother my client as much. Really the meat of the
16 design guidelines was rendered moot by adding this one third parcel. And that's
17 really the crux of the injunction against FHP --

18 THE COURT: Okay.

19 MS. HANKS: -- because they could still enforce that.

20 THE COURT: How much is your client's house worth?

21 MS. HANKS: The last appraisal I think was given about a year or two years
22 ago. It was 2.5 million, I believe.

23 THE COURT: Some would say this is what happens when people have too
24 much money.

1 MS. HANKS: I would agree with that.

2 THE COURT: You would agree with that? Okay. Anything else?

3 MS. HANKS: But here we are. I mean, you know, that's the problem, so.

4 THE COURT: Yeah. Okay. All right, thank you.

5 Mr. Jones (sic), you get the last bite. Let me tell you where I'm at
6 so far --

7 MR. GUNNERSON: Okay.

8 THE COURT: -- so you'll know how to shape your argument, your
9 masterpiece of an argument.

10 MR. GUNNERSON: I'm not squawking, Your Honor. I'm trying not to squawk.

11 THE COURT: Some of my questions were so that I might determine whether
12 or not -- as you know, the Court can choose to treat a motion to dismiss as a motion
13 for summary judgment, and I was -- in the back of my mind was wondering if
14 perhaps this might be one of the few cases where that's really a good idea, if it really
15 is essentially a legal question. But there are a few facts that are required and I can't
16 really address that as a motion to dismiss, then maybe we convert it to summary
17 judgment. I'm not impressed that that is the appropriate way to go on this.

18 It seems to me that what you now know, if you didn't before, is that
19 your client -- I mean, that the plaintiffs could be looking to your client for money
20 damages if this all goes south. So this is a live case. As I've already indicated,
21 I'm not -- I don't view this as the kind of matter where the Court -- where I'm likely
22 to say, oh, gee, I'm sorry, it's too late, you can't convert it to money damages, or
23 now it's money damages and you can't do discovery. This needs to be addressed
24 on its merits and my intent would be to do so.

1 My comment about this is what happens when some folks have too
2 much money, I say that facetiously. If you're sitting on a property that's worth two
3 and a half million, that's a substantial chunk of change. I don't fault somebody for
4 wanting to protect what they think is theirs in any event because it's their home, but
5 secondarily for wanting to protect such an investment. Nor do I fault your client,
6 of course, for trying to defend itself in any event.

7 I don't think that it's appropriate, really, that it really addresses the full
8 scope of the issues in this case for me to grant your motion at this time. It could be
9 that at a later point once you've had an opportunity to do discovery, if this all turns a
10 corner and becomes a money damages case, then it might be appropriate. I might
11 have sufficient facts that I could really get a handle on the legal argument that you
12 present. But I don't -- so far -- you're going to have to convince me now that I --

13 MR. GUNNERSON: Let me try.

14 THE COURT: -- that this is ripe for decision.

15 MR. GUNNERSON: I think, Your Honor, what I would say is that this is ripe
16 for decision, and here's the reason why. We know that motions for -- motions to
17 dismiss, quite frankly, can consider certain facts. Facts alleged in the complaint are
18 facts that can be considered. In fact, that's the basis for a motion to dismiss. We
19 also know under the law that a court can consider any documents attached to the
20 complaint. We can even consider for a motion to dismiss documents referenced
21 in the complaint.

22 THE COURT: In the complaint.

23 MR. GUNNERSON: Correct. And in the complaint they referenced the
24 design guidelines and those have been provided to you as exhibits. So it is possible

1 in this instance for the Court to consider the facts necessary to make the legal
2 determination without any additional discovery, at least on these issues as they've
3 pled them and based upon those exhibits that have been attached that have been
4 addressed and mentioned in the complaint. That is permissible, and to grant our
5 motion to dismiss.

6 So I don't believe at this point, given the arguments made -- Now,
7 will there at some point, if you were to deny our motion, would we have potentially
8 additional arguments in addition to these based upon other facts that were gleaned
9 during discovery? Perhaps. I'm not by any means saying that we wouldn't do a
10 motion for summary judgment, only that --

11 THE COURT: Well, let me ask you this question. Is there not some concern
12 that if I grant your motion, of course it would be not the end of the hunt in this
13 matter, and if this litigation turns a corner and becomes a claim for money damages
14 against your client, then you get brought back in and would you not be then crying
15 foul, I haven't had an opportunity to do discovery? Whereas now you know that if
16 they don't get their way they are at least, you know, potentially going after your client
17 for money damages, and you could begin to conduct your discovery without getting
18 jammed at the last minute if you come back in later.

19 MR. GUNNERSON: Well, a couple points on that. I think, first of all, what
20 we have here are equitable claims for relief. I think -- you know, I think it's a little
21 disingenuous for plaintiff to argue at this point money damages.

22 THE COURT: Uh-huh.

23 MR. GUNNERSON: Look in the complaint. There's not a breath of money
24 damages against FHP Ventures.

1 THE COURT: Oh, sure. Well, she doesn't say that there's money damages
2 now.

3 MR. GUNNERSON: Right. And look in the opposition. This is something
4 I haven't had a chance to consider before today because they don't bring it in
5 in the opposition and say, hey, there might be money damages as well. This is
6 something --

7 THE COURT: Well, that's true, but she didn't suggest it. I poked and
8 prodded and got that, you know, that could eventuate.

9 MR. GUNNERSON: I noticed that.

10 THE COURT: Yeah.

11 MR. GUNNERSON: I noticed that, Your Honor. I noticed that. But the reality
12 is I don't think there's -- You know, at the end of her comments I noticed she -- And
13 I apologize, counsel, if I mis-state you, I'm not intending to -- but she had said, well,
14 we don't even know if we even go after them --

15 THE COURT: Yeah.

16 MR. GUNNERSON: -- because we know there's money damage more
17 against these other parties.

18 THE COURT: Yeah.

19 MR. GUNNERSON: That's where we're focusing money damages on. We
20 don't even know if we'll come after them for money damages.

21 THE COURT: Yeah.

22 MR. GUNNERSON: I would say that I would rather be dismissed at this point
23 because I don't think there are going to be money damages brought against my
24 client.

1 THE COURT: Uh-huh. Uh-huh.

2 MR. GUNNERSON: Now, maybe I'm poking the bear by saying that and
3 maybe if you were to grant my motion to dismiss, maybe the first thing I see is a
4 motion for leave to amend, but I also know that, you know, in working with counsel
5 she's fairly reasonable when it comes to these issues. And I have a belief --

6 THE COURT: That may be as good a compliment as you'll get in this
7 litigation.

8 MR. GUNNERSON: I have -- I don't quite frankly think they're going to bring
9 money damages. Now, again, maybe I'm poking the bear. Maybe this is something
10 we'll have to bring with you at another time. I don't want my client to have to remain
11 and have them decide not to proceed with money damages. This is my chance.

12 THE COURT: Sure.

13 MR. GUNNERSON: This is my chance to present these arguments based
14 upon the pleadings --

15 THE COURT: Yeah. Yeah.

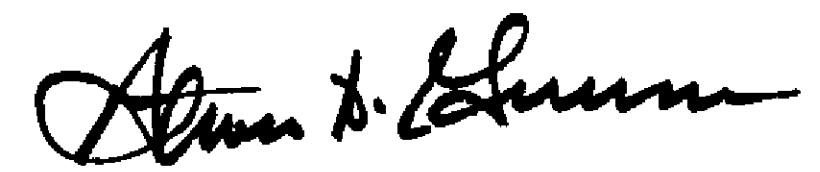
16 MR. GUNNERSON: -- and the documents attached to the pleadings and
17 say we want out. I can't at this point argue or fight something that hasn't been
18 presented to me. So to say, okay, you're right, we should stay in and do some
19 discovery because there's a chance sometime in the future they might think about,
20 you know, proceeding against money damages, I think is completely beyond what
21 this process is intended to do. I think they've got to show and present a claim
22 that they believe is sufficient enough to request money damages, and I don't think
23 that's there.

24 I want to also note that -- Your Honor, that they say that -- they keep

EXHIBIT A

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CLERK OF THE COURT

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

10 THE FREDERIC AND BARBARA
11 ROSENBERG LIVING TRUST,

12 Plaintiff,

13 vs.

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

21 Defendants.
22
23

CASE NO.: A-13-689113-C
DEPT NO.: I

**[PROPOSED] ORDER, FINDINGS OF
FACT AND CONCLUSIONS OF LAW,
AND JUDGMENT ON DEFENDANT /
COUNTERCLAIMANT SHAHIN SHANE
MALEK'S MOTION FOR SUMMARY
JUDGMENT**

24 Before the Court is Defendant/Counterclaimant Shahin Shane Malek's ("Malek['s]") Motion
25 for Summary Judgment on the claims asserted against him by Plaintiff/Counterclaim Defendant The
26 Frederic and Barbara Rosenberg Living Trust ("Plaintiff" or the "Trust"), and on Malek's
27 Counterclaim for slander of title against the Trust. The Court heard argument on this motion on June
28 10, 2015 at 9:00 a.m. Karen Hanks, Esq., Jacqueline Gilbert, Esq., Melissa Barishman, Esq., and Jesse

1 Panoff, Esq. appeared on behalf of the Plaintiff. Preston Rezaee, Esq. and Jay DeVoy, Esq. appeared
2 on behalf of Malek. Spencer Gunnerson, Esq. and J. Randall Jones, Esq. appeared on behalf of
3 Defendants MacDonald Highlands Realty, LLC, Michael Doiron, and FHP Ventures, erroneously sued
4 as The Foothills Partners. William Habdas, Esq. appeared on behalf of Defendants Bank of America,
5 N.A. and BAC Home Loans Servicing, LP (collectively, and for ease of reference only, “Bank of
6 America”). The Court, having reviewed all papers and pleadings on file in this matter in chambers,
7 entered a minute order granting in part and denying in part Malek’s Motion, and articulated its
8 decision on the record during a status check for this matter on July 15, 2015 at 9:00 a.m.¹

9 I. Introduction

10 This case arises from the Trust’s purchase of a house within the exclusive MacDonald
11 Highlands community, and its desire to restrict the use of Malek’s neighboring property. On
12 September 23, 2013, the Trust filed a complaint against Malek, among other defendants, seeking
13 injunctive relief against Malek’s development of his property at 594 Lairmont Place, and a portion of
14 additional land Malek had re-zoned and agreed to purchase before the Trust purchased an adjacent
15 parcel at 590 Lairmont Place. The Trust filed an Amended Complaint on January 12, 2015. Malek
16 answered the Amended Complaint, and additionally asserted his Counterclaim for slander of title
17 against the Trust.

18 This order considers Malek’s Motion for Summary Judgment on the Trust’s claims against
19 him: easement, implied restrictive covenant, injunction, and declaratory relief. Malek has also moved
20 for summary judgment on his counterclaim for slander of title against the Trust. In support of his
21 motion, Malek submitted numerous exhibits, including public records, the Trust’s discovery responses,
22 and documents authenticated during depositions, as well as excerpts from numerous depositions taken
23 in this case. The Trust opposed Malek’s Motion for Summary Judgment, and referenced its Cross-
24 Motion for Summary Judgment on Malek’s slander of title counterclaim² in opposing that branch of
25 Malek’s motion. Malek timely replied in support of his motion.

26
27 ¹ At this status check, Karen Hanks, Esq., appeared on behalf of the Plaintiff/Counterclaim Defendant. Jay DeVoy, Esq.
28 appeared on behalf of Defendant/Counterclaimant Malek. Spencer Gunnerson, Esq., appeared on behalf of Defendants
MacDonald Highlands Realty, LLC, Michael Doiron, and FHP Ventures—erroneously sued as The Foothills Partners.
Ariel Stern, Esq. appeared on behalf of Bank of America.

² The Court denied this motion at its June 10, 2015 hearing, and subsequently entered an order to that effect.

II. Legal Standard

This Court evaluates motions for summary judgment under Nevada Rule of Civil Procedure 56. Summary judgment is appropriate “when the pleadings and other evidence on file demonstrate that no ‘genuine issue as to any material fact [remains] and that the moving party is entitled to a judgment as a matter of law.’” *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). In reviewing the motion, the Court considers the evidence in the light most favorable to the non-moving party. *Collins v. Union Federal Savings and Loan Association*, 99 Nev. 284, 302, 662 P.2d 610, 621 (1983).

III. Findings of Fact

Based on its review of the briefing in this case, the Court makes the following findings of fact:

A. Findings Pertaining to the Trust’s Claims Against Malek.

1. This case arises from a private community’s sale of an out-of-bounds portion of a golf course to an adjacent lot owner in order to increase the original lot’s size; this practice is common in prestigious, exclusive communities throughout the Las Vegas valley, including MacDonald Highlands, where the land at issue in this case is situated. Bykowski Dep. Vol. I at 39:16-40:19; Doiron Dep. Vol. I at 110:9-111:25; MacDonald Dep. at 126:22-128:20; Mot. Exhs. 1, 2.

2. Malek purchased the property commonly referred to as 594 Lairmont Place (APN 178-27-218-002) (“594 Lairmont”), located within the MacDonald Highlands community, in August of 2012. At the same time, Malek planned to purchase a 0.34-acre parcel of undeveloped land adjacent to 594 Lairmont (APN 178-28-520-001) (the “Golf Parcel”) and annex it to 594 Lairmont. Malek Dep. at 14:17-22:10, 67:9-68:8; Bykowski Dep. Vol. I at 38:12-20; MacDonald Dep. at 60:17-21, 100:12-18; Rosenberg Dep. at 190:2-5, 213:11-23.

3. MacDonald Highlands approved of this plan and sold the Golf Parcel to Malek. Malek Dep. at 19:16-22, 21:16-22:10; Bykowski Dep. Vol. I at 38:12-20; Doiron Dep. Vol. I at 120:7-122:5.

4. The Golf Parcel consisted of an out-of-bounds area near the ninth hole of the Dragonridge Golf Course, situated within MacDonald Highlands, and occupied a portion of the space bordering the property line of 594 Lairmont, and outside of the golf course’s in-play area. Rosenberg Dep. at 190:2-5; Malek Dep. at 19:16-22, 67:9-68:8; MacDonald Dep. at 60:17-21, 100:12-18; Bykowski Dep. Vol. I at 38:12-20; Rosenberg Dep. at 190:2-5, 213:11-23; *see* Mot. Exh. 7.

1 5. Before merging the Golf Parcel with 594 Lairmont, MacDonald Highlands needed to
2 re-zone it from its Public / Semi-Public designation to residential use. Bykowski Dep. Vol. I at 38:12-
3 20; Malek Dep. at 43:10-21, 47:4-20; Tassi Dep. at 16:6-23:9; see Bykowski Dep. Vol. II at 183:25-
4 185:7.

5 6. MacDonald Highlands had performed this process several times for other property
6 owners with lots adjacent to the golf course, and re-zoned parcels of land from Public / Semi-Public
7 use to the appropriate residential use so that they could be merged with adjacent lots, leased to the
8 owners of adjacent lots, or otherwise incorporated into abutting property.³ Bykowski Dep. Vol. I at
9 39:16-41:23; MacDonald Dep. at 127:3-128:20; *see* Doiron Dep. I at 110:9-111:22.

10 7. Part of this re-zoning process included MacDonald Highlands' submission of an
11 application to vacate easements that may exist on the Golf Parcel. In processing this application, the
12 City of Henderson found that no such easements existed. Bykowski Dep. Vol. II at 183:25-185:7; Mot.
13 Exh. 17.

14 8. To complete the re-zoning process, MacDonald Highlands retained the services of B2
15 Development, which in turn took the steps necessary to re-zone the Golf Parcel. Bykowski Dep. Vol. II
16 at 95:1-20; *see* Mot. Exhs. 4, 5.

17 9. B2 Development took the steps necessary to properly re-zone the Golf Parcel, including
18 organizing a community meeting to discuss the proposed re-zoning. Bykowski Dep. Vol. II at 93:22-
19 100:19; *see* Mot. Exhs. 4, 5. B2 Development mailed notices of the meeting to the owners of record of
20 all parcels near the Golf Parcel, including 590 Lairmont Place (APN 178-27-218-003) ("590
21 Lairmont"), the lot adjacent to 594 Lairmont. Bykowski Dep. Vol. II at 95:1-23; Woodbridge Dep. at
22 56:19-58:2; Mot. Exh. 6.

23 10. At the time B2 Development mailed its notices for the community meeting in October
24 2012, Defendant Bank of America owned 590 Lairmont. Woodbridge Dep. at 15:1-20; Rosenberg
25 Dep. at 43:31-44:25; *see* Mot. Exh. 8. B2 Development mailed its notice to a valid address for Bank
26 of America, which never objected to the Golf Parcel's re-zoning. Woodbridge Dep. at 15:1-20; Mot.

27
28 ³ As noted above, this practice is not limited to MacDonald Highlands, but is common within other Golf Communities within the Las Vegas valley.

1 Exh. 8. In fact, nobody objected to the Golf Parcel's re-zoning at the community meeting, or separately
2 to the City of Henderson. Tassi Dep. at 55:3-23; *see* Bykowski Dep. II at 92:2-18.

3 11. Acting for MacDonald Highlands, B2 further followed the City of Henderson's zoning
4 process in re-zoning the Golf Parcel by obtaining the City Counsel's approval of the Golf Parcel's
5 proposed re-zoning at two consecutive meetings, and the City's adoption of a resolution approving the
6 zoning change. Tassi Dep. at 16:6-23:17; *see* Mot. Exhs. 4, 5.

7 12. MacDonald Highlands' applications for the Golf Parcel's re-zoning were properly heard
8 by the City of Henderson; the City adopted a resolution re-zoning the Golf Parcel to residential use on
9 December 8, 2012, and the City recorded its resolution on January 7, 2013. Bykowski Dep. Vol. II at
10 93:22-97:16, 99:4-105:25; Tassi Dep. at 16:6-23:17; Mot. Exhs. 4, 5.

11 13. Maps and information reflecting the Golf Parcel's changed zoning were readily and
12 almost immediately available to the public. By January 24, 2013, the Golf Parcel's new, residential
13 zoning was reflected in zoning maps that were publicly available at the front desk of Henderson City
14 Hall. Tassi Dep. at 23:10-24:6, 25:2-26:1, 27:17-28:11, 56:16-24.

15 14. Less than a month later in mid-February of 2013, the Golf Parcel's residential zoning
16 could be seen in an online zoning map publicly available from the City of Henderson's website. *Id.* at
17 30:6-20; Mot. Exh. 7.

18 15. According to one of the City of Henderson's planners, a member of the public could
19 access a specific address on this online map in less than five minutes. *Id.* at 26:14-27:7.

20 16. Following the City of Henderson's duly passed resolution approving the Golf Parcel's
21 re-zoning to residential use, the Golf Parcel's sale was recorded and it was merged into 594 Lairmont,
22 creating one parcel of land that was zoned for residential use. Bykowski Dep. I at 38:12-20; Malek
23 Dep. at 43:10-21, 47:4-20; Tassi Dep. at 16:6-23:9.

24 17. Beginning in February of 2013, Barbara Rosenberg, an experienced residential real
25 estate broker and a trustee of the Trust, and David Rosenberg,⁴ an attorney in Las Vegas and a
26 beneficiary of the Trust, began contacting Bank of America in an attempt to purchase 590 Lairmont
27

28 ⁴ David Rosenberg had lived in the Green Valley area of the Las Vegas metropolitan region since 2009, and was familiar with the MacDonald Highlands community.

1 before the property was publicly listed for sale. Rosenberg Dep. at 43:20-46:3, 55:1-57:14; Mot. Exhs.
2 8, 9.

3 18. Barbara Rosenberg not only had more than 25 years of experience as a residential real
4 estate broker, but estimates she has sold more than 500 homes in her career. Rosenberg Dep. at 12:19-
5 13:15, 88:8-25. Individually and through the Trust, Barbara Rosenberg and her husband have made
6 numerous real estate purchases in the past, including an 8,000 square foot primary residence, two other
7 houses in California, and two condos in Manhattan Beach, California—in addition to 590 Lairmont. *Id.*
8 at 13:16-16:13.

9 19. When 590 Lairmont was listed for sale, Barbara Rosenberg offered to purchase it for
10 \$1,750,000—above the listing price of \$1,600,000—in an all-cash transaction. She then increased her
11 offer and submitted the winning bid to purchase the home for \$2,302,000, all cash. Rosenberg Dep. at
12 43:20-46:3, 50:3-51:25, 85:1-86:5; Mot. Exhs. 8, 9, 14.

13 20. Barbara Rosenberg did not do any research about 590 Lairmont's zoning, or the use of
14 surrounding land, prior to purchasing the property. Rosenberg Dep. at 95:9-19, 103:17-104:23, 115:12-
15 116:15, 121:23-123:6, 129:1-130:2; *see* Tassi Dep. at 55:24-56:12. The Rosenbergs were motivated to
16 purchase this property as quickly as possible because they considered it their “dream” home.
17 Rosenberg Dep. at 115:17-24, 210:5-19.

18 21. When Barbara Rosenberg walked through the property, despite generally waiving the
19 Trust's right to an inspection, she did not even look over to 594 Lairmont or the Golf Parcel, the latter
20 of which was marked with stakes that had been in place since December of 2012. Rosenberg Dep. at
21 130:3-23; Malek Dep. at 112:4-113:10.

22 22. In the course of purchasing 590 Lairmont, MacDonald Highlands Realty provided
23 Barbara Rosenberg with numerous disclosures, waivers, and other warnings that she and her husband
24 signed. Rosenberg Dep. at 95:1-16, 129:1-130:2; Mot. Exhs. 10, 11, 12, 13, 14; *see* Doiron Dep. Vol. I
25 at 145:25-149:25.

26 23. Additionally, Barbara Rosenberg knew that there would be subsequent home
27 construction on the vacant lots surrounding 590 Lairmont, including 594 Lairmont, at the time the
28 Trust purchased 590 Lairmont. Rosenberg Dep. at 46:19-47:24; Mot. Exh. 8.

1 24. The Trust was given five days to conduct due diligence before the sale would be
2 completed. Doiron Dep. Vol. I at 145:25-149:25; Mot. Exh. 13, 14. Barbara Rosenberg also signed a
3 zoning disclosure form stating specifically advising the Trust that the zoning information provided was
4 current as of February of 2010—more than three years before the Trust signed its purchase agreement
5 for 590 Lairmont—and the Trust should seek the most current zoning information from the City of
6 Henderson. Rosenberg Dep. at 120:10-23, 121:12-22; Mot. Exh. 12, 14. Among still other warnings
7 and waivers, Barbara Rosenberg signed a disclosure informing her and the Trust of 590 Lairmont's
8 reduced privacy inherent in its location adjacent to the golf course. Rosenberg Dep. at 116:18-118:19;
9 Mot. Exh. 11.

10 25. Additionally, due to the topography of the house and its views onto nearby streets, the
11 Trust already faced certain limitations on its privacy by virtue of the house's existing position and
12 condition. Rosenberg Dep. at 213:11-23, 201:10-203:5, 213:11-23, 201:10-203:5.

13 26. Nonetheless, the Trust purchased 590 Lairmont "as-is, where-is," and accepted the
14 property as it was when it signed the purchase documents in April of 2013. Rosenberg Dep. at 86:11-
15 88:7, 94:15-25, 95:9-19, 95:25-97:4, 99:10-100:7; Mot. Exh. 14 at 8:48-51. The Trust closed on 590
16 Lairmont, and title in the property transferred to the Trust on May 15, 2013.

17 27. Later, in the Summer of 2013, the Trust investigated the use of 594 Lairmont, which
18 now included the Golf Parcel, for the first time. According to Malek's deposition testimony, David
19 Rosenberg confronted him and threatened to sue him if he planned to build on the expanded 594
20 Lairmont. Malek Dep. at 102:13-103:14; *see* Doiron Dep. Vol. I at 80:15-82:17.

21 28. During the course of the litigation, the Trust's discovery responses indicated its only
22 concern was the loss of view, light, and privacy that might accompany Malek's construction on 594
23 Lairmont (including the Golf Parcel). Barbara Rosenberg's deposition testimony and the Trust's
24 responses to interrogatories propounded by Defendants Bank of America, MacDonald Highlands
25 Realty LLC, and Michael Doiron repeatedly identified potential loss of view, light, and privacy⁵ as the
26
27

28 ⁵ As Barbara Rosenberg noted in her deposition, she did not even know what Malek planned to build on 594 Lairmont, and stated that she nonetheless sought this Court's order prohibiting his construction due to the mere possibility of 590 Lairmont losing what Ms. Rosenberg described as its view and privacy.

1 damages arising if the Malek built on 594 Lairmont. Rosenberg Dep. at 184:22-187:20, 195:11-12;
2 Mot. Exhs. 15, 16.

3 29. Specifically, the Trust's interrogatory responses stated that 590 Lairmont would be
4 affected by Malek's construction on the Golf Parcel, with effects upon "the view of the golf course and
5 mountains, privacy, and light entering [the property]." Mot. Exhs. 15, 16.

6 30. The evidence produced to the Court, however, did not show any express easement that
7 would prohibit Malek from building on 594 Lairmont, including the Golf Parcel. All that was required
8 for Malek to construct his house was for him to obtain the MacDonald Highlands' Design Review
9 Committee's approval of his construction plans.⁶ Malek Dep. at 73:9-12; Bykowski Dep. II at 36:10-
10 37:21; see Doiron Dep. I at 71:10-72:10.

11 31. Meanwhile, and during the course of this litigation, the Design Review Committee
12 tasked with approving all plans for new buildings within the MacDonald Highlands community before
13 construction may commence, approved Malek's building plans for 594 Lairmont in early 2015.
14 Bykowski Dep. Vol. II at 74:16-21, 76:4-77:23. The Design Review Committee evaluates proposed
15 construction to ensure it maintains the unique character of the MacDonald Highlands community.
16 MacDonald Dep. at 34:16-36:9; 37:3-20; Bykowski Dep. Vol. II at 39:23-42:7. Had Malek's plans not
17 satisfied the Design Review Committee's standards, or negatively affected other residents within the
18 community, the Design Review Committee would not have approved them. See Bykowski Dep. Vol. II
19 at 74:16-77:23.

20 **B. Findings of Fact Related to Malek's Counterclaim.**

21 32. At the time the Trust filed this action, it filed a *lis pendens* on Malek's property at 594
22 Lairmont. See Sept. 23, 2013 Notice of *Lis Pendens*.

23 33. The Trust subsequently filed an amended *lis pendens* on 594 Lairmont. See Oct. 24,
24 2013 Amended Notice of *Lis Pendens*.

25 34. On January 9, 2014, the Court ordered the *lis pendens* on Malek's property expunged.
26 This prior order found that there was no basis for the Trust to have a *lis pendens* on Malek's property
27 under NRS 14.015(3). See Jan. 9, 2014 Order on Malek's Motion to Expunge *Lis Pendens*.

28 ⁶ And subsequent approval from the City of Henderson, although the MacDonald Highlands Design Guidelines were stated
to be more restrictive than the City of Henderson's requirements.

1 35. Barbara Rosenberg, being a residential real estate agent, was familiar with *lis pendens*
2 filings and their potential consequences for properties upon which they are filed. Rosenberg Dep. at
3 Rosenberg Dep. at 265:3-16.

4 36. However, she did not testify that she specifically knew the *lis pendens* the Trust filed on
5 Malek's property was false. *Id.* Moreover, the declaration of the Trust's former counsel, Peter
6 Bernhard, stated that he acted with a reasonable belief that the *lis pendens* was true when filing it on
7 Malek's property. Decl. of Peter Bernhard.

8 37. Malek submitted evidence of claimed damages in the form of a supplemental
9 disclosure, and testified in his deposition that he had incurred attorneys' fees in this action, which
10 included expunging the Trust's prior *lis pendens*. Malek Dep. at 106:25-107:17; Mot. Exh. 18.

11 **IV. Conclusions of Law**

12 All of the Trust's claims against Malek fail for numerous reasons. The evidence adduced to the
13 Court shows that the Trust's basis for seeking an easement over Malek's property is based solely on
14 the impermissible grounds of view, light, and privacy. While Nevada law has not previously
15 recognized a claim for implied restrictive covenant, and will not do so now, it also would fail for the
16 same reasons as the Trust's easement claim. Additionally, the Trust's claims for declaratory and
17 injunctive relief are remedies, rather than causes of action that stand on their own, and Malek is
18 entitled to judgment in his favor on both. Questions of fact, however, preclude this Court from
19 entering judgment in Malek's favor on his counterclaim.

20 **A. The Trust's Claims of Easement and Implied Restrictive Covenant Are Premised** 21 **on Grounds Not Recognized Under Nevada Law, and Nevada Law Does Not Even** 22 **Recognize the Latter Claim.**

23 1. Nevada law has squarely and repeatedly repudiated the notion that easements or
24 restrictive covenants may arise by implication to protect views, privacy, or access to light. *Probasco v.*
25 *City of Reno*, 85 Nev. 563, 565, 459 P.2d 772, 774 (1969); *Boyd v. McDonald*, 81 Nev. 642, 650-51,
26 408 P.2d 717, 722 (1965).

27 2. In this case, the Trust has argued alternately that an implied easement and an implied
28 restrictive covenant prevent Malek from building on the Golf Parcel. An easement is a right to use the
land of another, *Boyd*, 81 Nev. at 647, 408 P.2d at 720, while a restrictive covenant is "an easement or

1 a servitude in the nature of an easement.” *Meredith v. Washoe County Sch. Dist.*, 84 Nev. 15, 17, 435
2 P.2d 750, 752 (1968). Based on the evidence on record, and the bases for the Trust’s claim for an
3 easement or implied restrictive covenant in Malek’s property, the classification of the Trust’s claimed
4 restriction as an easement or restrictive covenant “does not matter” for the Court’s analysis in this
5 case. *Venetian Casino Resort L.L.C. v. Local Joint Exec. Bd.*, 257 F.3d 937, 946 (9th Cir. 2001).
6 Because an implied restrictive covenant is a form of easement, they are analyzed in the same manner
7 here.

8 3. The Trust has not produced any evidence showing the existence of an easement
9 requiring the Golf Parcel to remain part of the golf course indefinitely. While the Trust adopted this
10 argument in opposing Malek’s Motion for Summary Judgment, that is, as far as the Court can tell, the
11 first time such a theory arose. Counsel’s arguments do not replace facts in the analysis of a summary
12 judgment motion. *Glover v. Eighth Jud. Dist. Ct.*, 125 Nev. 691, 701, 706, 220 P.3d 684, 691, 695
13 (2009).

14 4. In contrast, the evidence before the Court shows only that the Trust has based its claim
15 for an implied easement on its fear of potentially losing the view, privacy, or access to light 590
16 Lairmont presently enjoys. The Trust has not shown any evidence of an express easement keeping
17 Malek from building on the Golf Parcel. Nevada law will not imply an easement or restrictive
18 covenant for the only, and undisputed, reasons that the Trust seeks them—protection of 590
19 Lairmont’s views, privacy, and access to light. *Probasco*, 85 Nev. at 565, 459 P.2d at 774; *Boyd*, 81
20 Nev. at 650-51, 408 P.2d at 722.

21 5. In considering claims for injunctive relief, the Court must consider the totality of the
22 circumstances in which relief is sought. *Edwards v. Emperor’s Garden Rest.*, 122 Nev. 317, 325 130
23 P.3d 1280, 1285 (2006). Here, a seasoned real estate professional appears to have disregarded all
24 warnings and notices before paying more than two million dollars for the Rosenbergs’ “dream” home.
25 There similarly is no evidence the Trust’s attorney beneficiary did any research before the Trust
26 purchased the house in which he now resides. There is, however, undisputed evidence of the Trust and
27 its trustee’s substantial experience buying and selling high-end, residential real estate. To that end, the
28 Trust’s failure to use its acquired skill and knowledge in these areas effectively waived, under the

1 circumstances, any claim it could have for the Court to exercise its jurisdiction to impose a restrictive
2 covenant over Malek's property. *Id.*

3 6. Related to its claim for easement, the Court concludes that the Trust's claim for implied
4 restrictive covenant also fails. Nevada has not previously recognized a cause of action for implied
5 restrictive covenant, and this Court declines to do so. Consistent with the precedent of Nevada's
6 Supreme Court, this Court will not recognize a novel cause of action. *Brown v. Eddie World LLC*, 131
7 Nev. Adv. Rep. 19, 348 P.3d 1002 (2015); *Badillo v. Am. Brands*, 117 Nev. 34, 42, 16 P.3d 435, 440
8 (2001); *Greco v. United States*, 111 Nev. 405, 408-09, 893 P.2d 345, 347-48 (1995); *see Nat'l R.R.*
9 *Passenger Corp v. Nat'l Ass'n of R.R. Passengers*, 414 U.S. 453, 457-58 (1974) (promoting the
10 doctrine of *expressio unius est exclusion alterius*, which prohibits theories of liability that are not
11 expressly authorized). This Court's decision to not recognize this cause of action is steeped in the lack
12 of a cohesive national standard, the subjective nature of the claim's object, and the difficulty of
13 proving the claim. *Badillo*, 117 Nev. at 42-44, 16 P.3d at 440-41.

14 7. Among the states that do recognize this claim, the standards for offensively imposing an
15 implied restrictive covenant differ widely. *See Evans v. Pollock*, 796 S.W.2d 465, 466 (Tex. 1990);
16 *Knotts Landing Corp. v. Lathem*, 315 Ga. 321, 323, 348 S.E. 651, 653 (1986); *Arthur v. Lake Tansi*
17 *Village, Inc.*, 590 S.W.2d 923, 927 (Tenn. 1979); *see also Peck v. Lanier Golf Club, Inc.*, 315 Ga. App.
18 176, 178-79, 726 S.E.2d 442, 445 (Ga. Ct. App. 2012). Moreover, Trust seeks to use this claim to
19 enforce its subjective desire to preserve its view, light, and privacy, further militating against the Court
20 recognizing this cause of action. *Greco*, 111 Nev. at 409, 893 P.2d at 348.

21 8. To the extent the Trust's claim for implied restrictive covenant is duplicative of, or
22 otherwise subsidiary within, the Trust's claim for easement, it fails for the reasons stated above.
23 *Probasco*, 85 Nev. at 565, 459 P.2d at 774; *Boyd*, 81 Nev. at 650-51, 408 P.2d at 722. The Trust has
24 not advanced any evidence that its claim for an implied restrictive covenant seeks to preserve or
25 protect anything other than its view, light, or privacy. Any of these three concerns are insufficient
26 bases for the Court to imply an easement or restrictive covenant exists over the Golf Parcel. As the
27 Trust has not produced any evidence showing an alternate, cognizable basis for the Court to impose an
28

1 implied restrictive covenant on the Golf Parcel, the Court will not do so. The Court therefore enters
2 judgment in Malek's favor on this claim.

3 **B. The Trust's Claims for Injunctive and Declaratory Relief Also Fail as a Matter of**
4 **Law.**

5 9. Additionally, the Court enters judgment in Malek's favor on the Trust's remaining
6 claims for declaratory and injunctive relief. This Court concurs with the United States Court of
7 Appeals for the Ninth Circuit and finds that declaratory relief is a remedy, rather than a cause of
8 action. *Swartz v. KPMG LLP*, 476 F.3d 756, 766 (9th Cir. 2007).

9 10. Similarly, this Court adopts the position of the United States District Court for the
10 District of Nevada and several other courts, and concludes that injunctive relief is merely a remedy,
11 rather than an independent claim. *In re Walmart Wage & Hour Empl. Practices Litig.*, 490 F. Supp. 2d
12 1091, 1130 (D. Nev. 2007); *see Brittingham v. Ayala*, 995 S.W.2d 199, 201 (Tex. Ct. App. 1999); *Art*
13 *Movers, Inc. v. Ni West*, 3 Cal. App. 4th 640, 646-47 (Cal. Ct. App. 1992).

14 11. To the extent the Trust has styled these remedies as causes of action, the Court enters
15 judgment in Malek's favor on them. As the Court finds in Malek's favor on the Trust's substantive
16 claims of easement and implied restrictive covenant (to the extent the latter may be recognized as a
17 claim), the Trust has no avenue to assert these remedies against Malek. Therefore, judgment in
18 Malek's favor is appropriate.

19 **C. Questions of Fact Preclude the Court from Granting Malek's Motion for**
20 **Summary Judgment on his Counterclaim.**

21 12. For the same reasons discussed in the Court's Order entered July 23, 2015, denying the
22 Trust's Cross-Motion for Summary Judgment on Malek's counterclaim, and incorporated by reference
23 herein, the Court also denies Malek's Motion for Summary Judgment on the same claim. To prevail,
24 Malek must show that the Trust made a false statement about his title or possession of the Golf Parcel
25 with actual malice—a knowingly false statement, or one made with reckless disregard for the
26 truth—that caused him damage. *Executive Mgmt., Ltd. v. Ticor Title Co.*, 114 Nev. 823, 963 P.2d 465,
27 478 (1998); *Rowland v. Lepire*, 99 Nev. 308, 313, 662 P.2d 1332, 1335 (1983).

28 13. Questions of material fact exist as to whether the Trust and its Trustee, Barbara
Rosenberg, acted with actual malice in filing the *lis pendens* on Malek's property.⁷ Additionally, the

1 Court finds that there is a question of fact as to the calculation of Malek's damages on his slander of
2 title claim, which shall be left to the jury. Malek's Motion for Summary Judgment on his
3 Counterclaim therefore is denied.

4 **V. Conclusion**

5 For the foregoing reasons, it is **ORDERED** that Defendant Shahin Shane Malek's Motion for
6 Summary Judgment is **GRANTED** in part, and the Court enters judgment in Malek's favor on
7 Plaintiff's claims against him, and **DENIED** in part, as the Court denies Malek's Motion for Summary
8 Judgment as it relates to his Counterclaim.

9 **VI. Judgment**

10 This action having been submitted to the Court for decision at trial on June 10, 2015, and the
11 Court having made the foregoing findings of fact and conclusions of law, the Court decides Plaintiff's
12 claims in favor of moving Defendant Shahin Shane Malek, with regard to all of Plaintiff's claims
13 against him.

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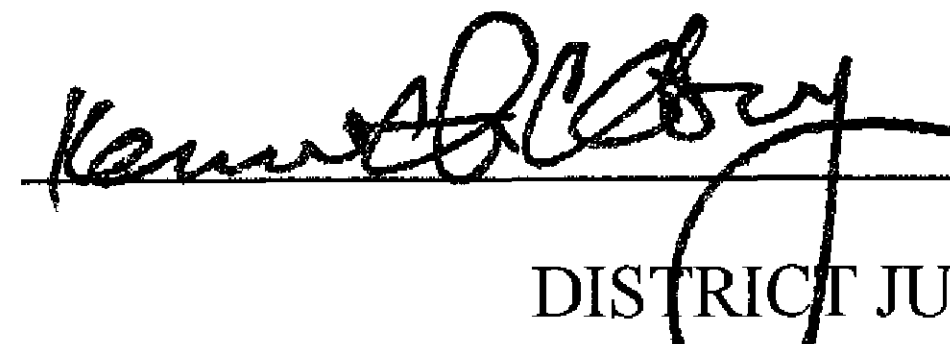
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26 It is therefore **ORDERED, ADJUDGED, AND DECREED** that Plaintiff take nothing by way
27 of its January 12, 2015 Amended Complaint against Defendant Shahin Shane Malek.

28 ⁷ "In order to prove malice it must be shown that the defendant knew that the statement was false or acted in reckless
disregard of its truth or falsity." *Rowland*, 99 Nev. at 313, 662 P.2d at 1335.

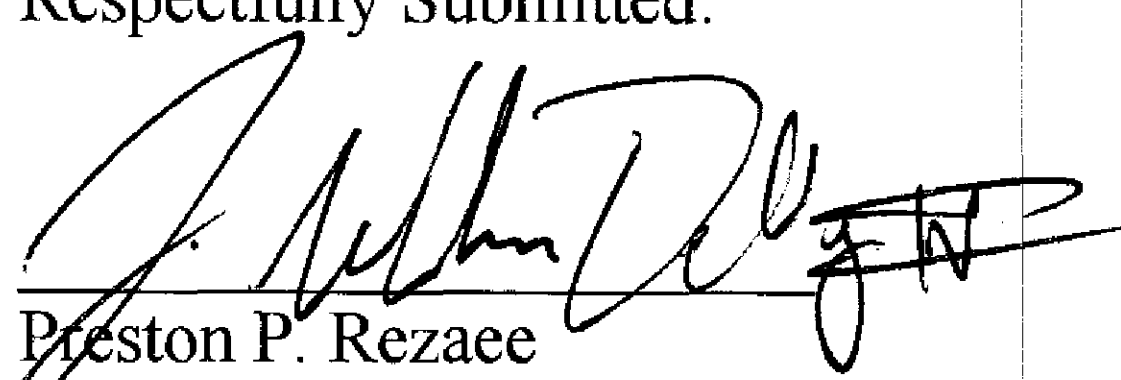
1
2 **IT IS SO ORDERED**

3
4 Dated: Aug 11, 2015

5
6 
7 DISTRICT JUDGE

8 Respectfully Submitted:

Approved in content and form by:

9 
10 Preston P. Rezaee
11 Nevada Bar No. 10729
12 Jay DeVoy, of counsel
13 Nevada Bar No. 11950
14 Sarah Chavez, of counsel
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Defendant,
The Fredric and Barbara Living Trust

18 Approved in content and form by:

Approved in content and form by:

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Las Vegas, NV 89144
Attorneys for Defendants
Bank of America N.A. and BAC Home Loans
Servicing, LP.

27 **CERTIFICATE OF SERVICE**

1 It is therefore **ORDERED, ADJUDGED, AND DECREED** that Plaintiff take nothing by way
2 of its January 12, 2015 Amended Complaint against Defendant Shahin Shane Malek.

3
4 **IT IS SO ORDERED**

5
6 Dated: _____, 2015

7
8 _____
9 DISTRICT JUDGE

10 Respectfully Submitted:

Not approved as to form and content by:

11
12 _____
13 Preston P. Rezaee
14 Nevada Bar No. 10729
15 Jay DeVoy, of counsel
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Servicing, LP.

1
2 **IT IS SO ORDERED**

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4 Dated: _____, 2015

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DISTRICT JUDGE

Respectfully Submitted:

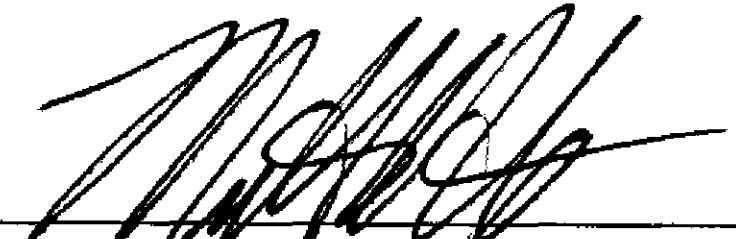
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Servicing, LP.

CERTIFICATE OF SERVICE

1
2 **IT IS SO ORDERED**

3
4 Dated: _____, 2015

5
6 _____
7
8 DISTRICT JUDGE

9
10 Respectfully Submitted:

Approved in content and form by:

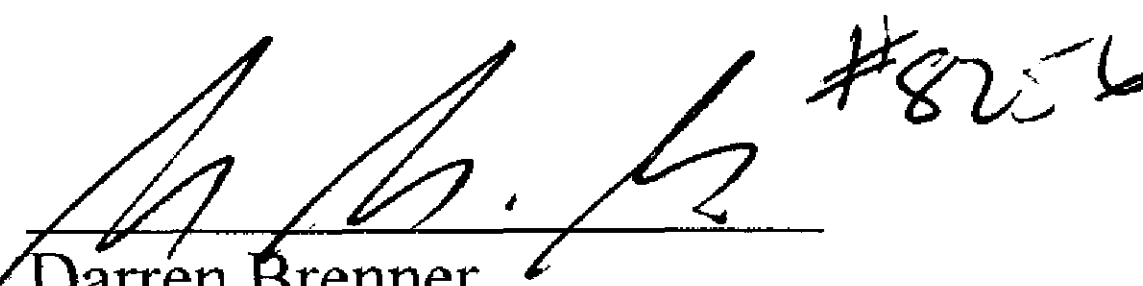
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CERTIFICATE OF SERVICE

1 I hereby certify that one this ____ day of July, 2015, pursuant to NRCP 5(b), I served via the Eighth
2 Judicial District Court electronic service system and to be placed in the United States Mail, with first
3 class postage prepaid thereon, and addressed the foregoing **[PROPOSED] ORDER, FINDINGS OF**
4 **FACT AND CONCLUSIONS OF LAW, AND JUDGMENT ON DEFENDANT /**
5 **COUNTERCLAIMANT SHAHIN SHANE MALEK'S MOTION FOR SUMMARY**
6 **JUDGMENT** to the following parties:

7
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Attorneys for Michael Doiron & MacDonald Highlands Realty, LLC

/s/ Jacqueline Martinez
Employee of The Firm, P.C.

EXHIBIT B

Date	Matter	Description	User	Rate	Total
08/24/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.40	\$250.00	\$100.00
08/03/2015	<u>Malek,Shane-Civil</u>		<u>Jacqueline Martinez</u> 0.30	\$50.00	\$15.00
08/03/2015	<u>Malek,Shane-Civil</u>		<u>Jacqueline Martinez</u> 0.30	\$50.00	\$15.00
07/29/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.20	\$250.00	\$50.00
07/29/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 2.10	\$250.00	\$525.00
07/28/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.20	\$250.00	\$50.00
07/27/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.20	\$250.00	\$50.00
07/27/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 2.20	\$250.00	\$550.00
07/25/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 2.00	\$250.00	\$500.00
07/24/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$750.00

Date	Matter	Description	User	Rate	Total
			3.00		
07/23/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$625.00
			2.50		
07/22/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$750.00
			3.00		
07/19/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$250.00
			1.00		
07/15/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$400.00
			1.60		
07/15/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$50.00
			0.20		
07/14/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$225.00
			0.90		
07/09/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$75.00
			0.30		
07/02/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$25.00
			0.10		

Date	Matter	Description	User	Rate	Total
07/01/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$25.00
			0.10		
06/30/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$150.00
			0.60		
06/29/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$25.00
			0.10		
06/24/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$75.00
			0.30		
06/22/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$1,125.00
			4.50		
06/19/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$375.00
			1.50		
06/19/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$250.00
			1.00		
06/18/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$675.00
			2.70		
06/18/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$375.00
			1.50		

Date	Matter	Description	User	Rate	Total
06/10/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.70	\$125.00	\$87.50
06/10/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 2.70	\$250.00	\$675.00
06/09/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 3.80	\$250.00	\$950.00
06/09/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.20	\$0.00	\$0.00
06/09/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 1.90	\$250.00	\$475.00
06/08/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 1.00	\$250.00	\$250.00
05/18/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.20	\$0.00	\$0.00
05/18/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.40	\$0.00	\$0.00
05/18/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 2.00	\$250.00	\$500.00

Date	Matter	Description	User	Rate	Total
05/17/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 1.20	\$125.00	\$150.00
05/18/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.60	\$0.00	\$0.00
05/15/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.60	\$250.00	\$150.00
05/13/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.40	\$250.00	\$100.00
05/13/2015	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 4.40	\$250.00	\$1,100.00
05/12/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 5.10	\$250.00	\$1,275.00
05/12/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 2.00	\$250.00	\$500.00
05/11/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 2.40	\$250.00	\$600.00
05/11/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.20	\$250.00	\$50.00
05/10/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.90	\$250.00	\$225.00

Date	Matter	Description	User	Rate	Total
05/07/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.80	\$250.00	\$200.00
05/07/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.50	\$0.00	\$0.00
05/05/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 2.80	\$250.00	\$700.00
05/04/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 1.40	\$250.00	\$350.00
05/03/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 2.50	\$250.00	\$625.00
05/01/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 1.00	\$250.00	\$250.00
04/29/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.30	\$0.00	\$0.00
04/28/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 2.60	\$250.00	\$650.00
04/28/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.10	\$0.00	\$0.00
04/27/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 3.60	\$250.00	\$900.00

Date	Matter	Description	User	Rate	Total
04/22/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.10	\$0.00	\$0.00
04/21/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.10	\$250.00	\$25.00
04/20/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.20	\$0.00	\$0.00
04/20/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.40	\$250.00	\$100.00
04/17/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.50	\$250.00	\$125.00
04/16/2015	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 2.00	\$250.00	\$500.00
04/16/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 3.40	\$250.00	\$850.00
04/16/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 4.50	\$250.00	\$1,125.00
04/15/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 10.00	\$250.00	\$2,500.00

Date	Matter	Description	User	Rate	Total
04/15/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.30	\$250.00	\$75.00
04/14/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 2.90	\$250.00	\$725.00
04/14/2015	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 1.50	\$250.00	\$375.00
04/13/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 5.60	\$250.00	\$1,400.00
04/13/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.30	\$250.00	\$75.00
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04/10/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 4.60	\$250.00	\$1,150.00
04/09/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.20	\$0.00	\$0.00
04/08/2015	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 3.50	\$250.00	\$875.00
04/08/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$100.00

Date	Matter	Description	User	Rate	Total
			0.40		
04/08/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$1,925.00
			7.70		
04/08/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$150.00
			0.60		
04/07/2015	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u>	\$250.00	\$700.00
			2.80		
04/07/2015	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u>	\$250.00	\$100.00
			0.40		
04/07/2015	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u>	\$250.00	\$100.00
			0.40		
04/07/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$250.00
			1.00		
04/07/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$375.00
			1.50		
04/08/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$50.00
			0.20		
04/08/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$50.00
			0.20		
04/03/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$100.00
			0.40		

Date	Matter	Description	User	Rate	Total
04/02/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.20	\$250.00	\$50.00
04/02/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.30	\$250.00	\$75.00
04/01/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.40	\$250.00	\$100.00
04/01/2015	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 1.00	\$250.00	\$250.00
04/01/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 1.30	\$250.00	\$325.00
04/01/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.30	\$250.00	\$75.00
03/31/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.40	\$0.00	\$0.00
03/31/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 5.20	\$250.00	\$1,300.00
03/30/2015	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 4.00	\$250.00	\$1,000.00
03/30/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 6.70	\$250.00	\$1,675.00
03/30/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.40	\$250.00	\$100.00

Date	Matter	Description	User	Rate	Total
03/28/2015	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 2.30	\$250.00	\$575.00
03/28/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 3.30	\$250.00	\$825.00
03/27/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 1.30	\$250.00	\$325.00
03/26/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.40	\$250.00	\$100.00
03/25/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 5.00	\$250.00	\$1,250.00
03/24/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.50	\$250.00	\$125.00
03/23/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.90	\$250.00	\$225.00
03/20/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.20	\$250.00	\$50.00
03/20/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.50	\$250.00	\$125.00
03/19/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 3.40	\$250.00	\$850.00

Date	Matter	Description	User	Rate	Total
03/18/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 1.20	\$250.00	\$300.00
03/18/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.30	\$250.00	\$75.00
03/18/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 3.10	\$250.00	\$775.00
03/17/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 1.00	\$250.00	\$250.00
03/17/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.20	\$0.00	\$0.00
03/16/2015	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 4.50	\$250.00	\$1,125.00
03/16/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.30	\$250.00	\$75.00
03/16/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 4.30	\$250.00	\$1,075.00
03/16/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 2.70	\$250.00	\$675.00

Date	Matter	Description	User	Rate	Total
03/16/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.30	\$250.00	\$75.00
03/16/2015	<u>Malek,Shane-Civil</u>		<u>Jacqueline Martinez</u> 0.30	\$50.00	\$15.00
03/15/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.60	\$250.00	\$150.00
03/15/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.20	\$250.00	\$50.00
03/13/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.20	\$250.00	\$50.00
03/13/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.20	\$250.00	\$50.00
03/13/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.40	\$250.00	\$100.00
03/13/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.30	\$250.00	\$75.00
03/10/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.50	\$250.00	\$125.00

Date	Matter	Description	User	Rate	Total
03/09/2015	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 3.50	\$250.00	\$875.00
03/09/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.20	\$250.00	\$50.00
03/09/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.40	\$250.00	\$100.00
03/08/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 4.80	\$250.00	\$1,200.00
03/06/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 3.30	\$250.00	\$825.00
03/03/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.40	\$250.00	\$100.00
03/02/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.50	\$250.00	\$125.00

Date	Matter	Description	User	Rate	Total
03/02/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.70	\$250.00	\$175.00
03/01/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 2.50	\$250.00	\$625.00
02/28/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.50	\$250.00	\$125.00
02/26/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 2.50	\$250.00	\$650.00
02/26/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.20	\$0.00	\$0.00
02/24/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.50	\$250.00	\$125.00
02/19/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.50	\$250.00	\$125.00
02/18/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 7.00	\$250.00	\$1,750.00
02/18/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$625.00

Date	Matter	Description	User	Rate	Total
			2.50		
02/15/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$625.00
			2.50		
02/13/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$75.00
			0.30		
02/11/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$125.00
			0.50		
02/11/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$125.00
			0.50		
02/10/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$75.00
			0.30		
02/10/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$750.00
			3.00		

Date	Matter	Description	User	Rate	Total
02/09/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.40	\$250.00	\$100.00
02/09/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.20	\$250.00	\$50.00
02/08/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.50	\$0.00	\$0.00
02/05/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.50	\$250.00	\$125.00
02/05/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 2.50	\$250.00	\$625.00
02/03/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.40	\$250.00	\$100.00
02/03/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$0.00	\$0.00

Date	Matter	Description	User	Rate	Total
			0.30		
02/03/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$1,500.00
			6.00		
02/02/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$150.00
			0.60		
02/02/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$1,475.00
			5.90		
02/01/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$0.00	\$0.00
			1.00		
01/30/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$375.00
			1.50		
01/29/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$0.00	\$0.00
			0.60		

Date	Matter	Description	User	Rate	Total
01/29/2015	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.40	\$250.00	\$100.00
01/27/2015	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 4.00	\$250.00	\$1,000.00
01/27/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.20	\$250.00	\$50.00
01/27/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 4.00	\$250.00	\$1,000.00
01/26/2015	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.80	\$250.00	\$200.00
01/26/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.50	\$0.00	\$0.00
01/26/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.20	\$250.00	\$50.00
01/25/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.80	\$250.00	\$200.00

Date	Matter	Description	User	Rate	Total
01/24/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 3.00	\$250.00	\$750.00
01/23/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 4.00	\$250.00	\$1,000.00
01/22/2015	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.60	\$250.00	\$150.00
01/22/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.20	\$0.00	\$0.00
01/21/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 4.80	\$250.00	\$1,200.00
01/20/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 1.00	\$250.00	\$250.00
01/20/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.40	\$250.00	\$100.00
01/20/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.40	\$250.00	\$100.00

Date	Matter	Description	User	Rate	Total
01/19/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.20	\$250.00	\$50.00
01/19/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.50	\$250.00	\$125.00
01/16/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.40	\$0.00	\$0.00
01/15/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 6.50	\$250.00	\$1,625.00
01/15/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 3.00	\$250.00	\$750.00
01/15/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.50	\$250.00	\$125.00
01/15/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.50	\$250.00	\$125.00
01/15/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.50	\$250.00	\$125.00

Date	Matter	Description	User	Rate	Total
01/14/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.40	\$250.00	\$100.00
01/14/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.60	\$250.00	\$150.00
01/14/2015	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.50	\$250.00	\$125.00
01/13/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.10	\$0.00	\$0.00
01/13/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 2.00	\$250.00	\$500.00
01/13/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.30	\$0.00	\$0.00
01/12/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.40	\$250.00	\$100.00
01/09/2015	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 1.75	\$250.00	\$437.50

Date	Matter	Description	User	Rate	Total
01/09/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 3.00	\$250.00	\$750.00
01/08/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 3.20	\$250.00	\$800.00
01/08/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.20	\$0.00	\$0.00
01/08/2015	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 1.50	\$250.00	\$375.00
01/07/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 1.30	\$250.00	\$325.00
01/07/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.20	\$0.00	\$0.00

Date	Matter	Description	User	Rate	Total
01/06/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.20	\$250.00	\$50.00
01/06/2015	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.50	\$250.00	\$125.00
01/06/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.80	\$250.00	\$200.00
01/06/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.30	\$0.00	\$0.00
01/05/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.90	\$250.00	\$225.00
01/05/2015	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.50	\$250.00	\$125.00
01/03/2015	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.20	\$250.00	\$50.00
01/02/2015	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 1.50	\$250.00	\$375.00
01/01/2015	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 3.00	\$250.00	\$750.00
12/31/2014	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$125.00

Date	Matter	Description	User	Rate	Total
			0.50		
12/31/2014	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$0.00	\$0.00
			0.30		
12/30/2014	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$600.00
			2.40		
12/30/2014	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$100.00
			0.40		
12/29/2014	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$175.00
			0.70		
12/28/2014	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u>	\$250.00	\$1,100.00
			4.40		
12/26/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u>	\$250.00	\$50.00
			0.20		
12/26/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u>	\$250.00	\$150.00
			0.60		

Date	Matter	Description	User	Rate	Total
12/26/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.20	\$250.00	\$50.00
12/26/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 1.30	\$250.00	\$325.00
12/26/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 2.80	\$250.00	\$700.00
12/23/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.30	\$250.00	\$75.00
12/22/2014	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.40	\$0.00	\$0.00
12/22/2014	<u>Malek,Shane-Civil</u>		<u>Jacqueline Martinez</u> 0.70	\$50.00	\$35.00
12/22/2014	<u>Malek,Shane-Civil</u>		<u>Jacqueline Martinez</u> 0.30	\$50.00	\$15.00
12/18/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.70	\$250.00	\$175.00
12/18/2014	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.40	\$250.00	\$100.00
12/15/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.10	\$250.00	\$25.00
12/11/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.20	\$250.00	\$50.00
12/09/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.30	\$250.00	\$75.00
12/08/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.30	\$250.00	\$75.00

Date	Matter	Description	User	Rate	Total
12/09/2014	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 7.20	\$250.00	\$1,800.21
12/08/2014	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 1.90	\$250.00	\$475.00
12/07/2014	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 2.50	\$250.00	\$625.00
12/02/2014	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.50	\$250.00	\$125.00
11/30/2014	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 1.50	\$250.00	\$375.00
11/27/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.40	\$250.00	\$100.00
11/27/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.50	\$250.00	\$125.00

Date	Matter	Description	User	Rate	Total
11/25/2014	<u>Malek,Shane-Civil</u>		<u>Preston Rezaee</u> 0.50	\$250.00	\$125.00
11/24/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.30	\$250.00	\$75.00
11/24/2014	<u>Malek,Shane-Civil</u>		<u>Preston Rezaee</u> 0.10	\$250.00	\$25.00
11/24/2014	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.30	\$250.00	\$75.00
11/24/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.10	\$250.00	\$25.00
11/24/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.20	\$250.00	\$50.00
11/21/2014	<u>Malek,Shane-Civil</u>		<u>Preston Rezaee</u> 0.10	\$250.00	\$25.00
11/20/2014	<u>Malek,Shane-Civil</u>		<u>J. Malcolm DeVoy</u> 0.30	\$0.00	\$0.00
11/20/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.20	\$250.00	\$50.00
11/20/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.20	\$250.00	\$50.00
11/20/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.20	\$250.00	\$50.00
11/20/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.20	\$250.00	\$50.00

Date	Matter	Description	User	Rate	Total
11/20/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.10	\$250.00	\$25.00
11/19/2014	<u>Malek,Shane-Civil</u>		<u>Jacqueline Martinez</u> 0.20	\$50.00	\$10.00
11/18/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.20	\$250.00	\$50.00
11/17/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.20	\$250.00	\$50.00
11/17/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.40	\$250.00	\$100.00
11/17/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.20	\$250.00	\$50.00
11/17/2014	<u>Malek,Shane-Civil</u>		<u>Jacqueline Martinez</u> 0.30	\$50.00	\$15.00
11/14/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 1.50	\$250.00	\$375.00
11/07/2014	<u>Malek,Shane-Civil</u>		<u>Robert Womble</u> 0.33	\$200.00	\$66.67
10/31/2014	<u>Malek,Shane-Civil</u>		<u>Jacqueline Martinez</u> 0.30	\$50.00	\$15.00
10/30/2014	<u>Malek,Shane-Civil</u>		<u>Jacqueline Martinez</u> 0.30	\$50.00	\$15.00
10/28/2014	<u>Malek,Shane-Civil</u>		<u>Jacqueline Martinez</u> 0.30	\$50.00	\$15.00
10/24/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 1.50	\$250.00	\$375.00
10/24/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.20	\$250.00	\$50.00
10/24/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.30	\$250.00	\$75.00

Date	Matter	Description	User	Rate	Total
10/24/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.20	\$250.00	\$50.00
10/24/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.20	\$250.00	\$50.00
10/23/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.20	\$250.00	\$50.00
10/23/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.10	\$250.00	\$25.00
10/23/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.10	\$250.00	\$25.00
10/23/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.20	\$250.00	\$50.00
10/23/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.20	\$250.00	\$50.00
10/21/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.20	\$250.00	\$50.00
10/20/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.40	\$250.00	\$100.00
10/16/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.30	\$250.00	\$75.00
10/15/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.20	\$250.00	\$50.00
10/15/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.20	\$250.00	\$50.00
10/14/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.10	\$250.00	\$25.00
10/13/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.20	\$250.00	\$50.00
10/13/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.50	\$250.00	\$125.00

Date	Matter	Description	User	Rate	Total
10/13/2014	<u>Malek,Shane-Civil</u>		<u>Jacqueline Martinez</u> 0.40	\$50.00	\$20.00
10/10/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 1.00	\$250.00	\$250.00
10/10/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.10	\$250.00	\$25.00
10/09/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.20	\$250.00	\$50.00
10/09/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.50	\$250.00	\$125.00
10/09/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 3.00	\$250.00	\$750.00
10/09/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 2.20	\$250.00	\$550.00
10/09/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 1.50	\$250.00	\$375.00
10/07/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.20	\$250.00	\$50.00
10/07/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.20	\$250.00	\$50.00
10/07/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 1.20	\$250.00	\$300.00
10/07/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.70	\$250.00	\$175.00
10/07/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.20	\$250.00	\$50.00
10/06/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.10	\$250.00	\$25.00

Date	Matter	Description	User	Rate	Total
10/06/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.30	\$250.00	\$75.00
10/03/2014	<u>Malek,Shane-Civil</u>		<u>Jacqueline Martinez</u> 0.30	\$50.00	\$15.00
09/30/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.50	\$250.00	\$125.00
09/30/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.20	\$250.00	\$50.00
09/30/2014	<u>Malek,Shane-Civil</u>		<u>Preston Rezaee</u> 0.50	\$250.00	\$125.00
09/30/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.20	\$250.00	\$50.00
09/30/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.70	\$250.00	\$175.00
09/30/2014	<u>Malek,Shane-Civil</u>		<u>Jacqueline Martinez</u> 0.30	\$200.00	\$60.00
09/30/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.10	\$250.00	\$25.00
09/30/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 0.50	\$250.00	\$125.00
09/27/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u> 1.50	\$250.00	\$375.00
09/24/2014	<u>Malek,Shane-Civil</u>		<u>Jacqueline Martinez</u> 0.30	\$50.00	\$15.00
09/24/2014	<u>Malek,Shane-Civil</u>		<u>Jacqueline Martinez</u> 0.30	\$50.00	\$15.00
09/24/2014	<u>Malek,Shane-Civil</u>		<u>Jacqueline Martinez</u>	\$50.00	\$15.00

Date	Matter	Description	User	Rate	Total
			0.30		
09/23/2014	<u>Malek,Shane-Civil</u>		<u>Preston Rezaee</u>	\$250.00	\$50.00
			0.20		
09/22/2014	<u>Malek,Shane-Civil</u>		<u>Preston Rezaee</u>	\$250.00	\$50.00
			0.20		
09/12/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u>	\$250.00	\$75.00
			0.30		
09/12/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u>	\$250.00	\$50.00
			0.20		
09/11/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u>	\$250.00	\$250.00
			1.00		
09/11/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u>	\$250.00	\$75.00
			0.30		
09/11/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u>	\$250.00	\$125.00
			0.50		
09/10/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u>	\$250.00	\$50.00
			0.20		
09/10/2014	<u>Malek,Shane-Civil</u>		<u>Sarah Chavez</u>	\$250.00	\$75.00
			0.30		
09/10/2014	<u>Malek,Shane-Civil</u>		<u>Jacqueline Martinez</u>	\$50.00	\$20.00
			0.40		
09/10/2014	<u>Malek,Shane-Civil</u>		<u>Jacqueline Martinez</u>	\$50.00	\$75.00
			1.50		
09/09/2014	<u>Malek,Shane-Civil</u>		<u>Jacqueline Martinez</u>	\$50.00	\$15.00
			0.30		
09/08/2014	<u>Malek,Shane-Civil</u>		<u>Jacqueline Martinez</u>	\$50.00	\$25.00
			0.50		
09/08/2014	<u>Malek,Shane-Civil</u>		<u>Preston Rezaee</u>	\$350.00	\$140.00

Date	Matter	Description	User	Rate	Total
			0.40		
09/08/2014	<u>Malek,Shane-Civil</u>		<u>Jacqueline Martinez</u>	\$50.00	\$25.00
			0.50		
09/04/2014	<u>Malek,Shane-Civil</u>		<u>Jacqueline Martinez</u>	\$50.00	\$15.00
			0.30		
09/04/2014	<u>Malek,Shane-Civil</u>		<u>Preston Rezaee</u>	\$250.00	\$125.00
			0.50		
09/03/2014	<u>Malek,Shane-Civil</u>		<u>Jacqueline Martinez</u>	\$50.00	\$50.00
			1.00		
			388.98		\$92,836.88

EXHIBIT C

Shahin S. Malek
544 Regents Gate Drive
Henderson, NV 89012

Report Date: 8/27/2015

Matter: 65296.00001 The Fredric and Barbara Rosenberg Living Trust vs. Bank of America, N.A., et al.

Services Rendered between 1/1/2013 and 12/31/2013:

nekeeper		Date	Hours	Rate	Amount
	Attorney Services				
80	Shiroff, Justin	10/30/2013	0.40	210.00	84.00
87	Byrne, Patrick G.	10/30/2013	0.20	475.00	95.00
87	Byrne, Patrick G.	10/30/2013	0.70	475.00	332.50
80	Shiroff, Justin	10/30/2013	0.80	210.00	168.00
80	Shiroff, Justin	10/30/2013	0.30	210.00	63.00
80	Shiroff, Justin	10/30/2013	0.20	210.00	42.00
80	Shiroff, Justin	10/30/2013	0.30	210.00	63.00
87	Byrne, Patrick G.	11/4/2013	0.10	475.00	47.50
80	Shiroff, Justin	11/5/2013	0.30	210.00	63.00
80	Shiroff, Justin	11/5/2013	1.40	210.00	294.00
87	Byrne, Patrick G.	11/6/2013	0.20	475.00	95.00
87	Byrne, Patrick G.	11/6/2013	0.10	475.00	47.50
80	Shiroff, Justin	11/6/2013	0.70	210.00	147.00
80	Shiroff, Justin	11/7/2013	0.20	210.00	42.00
80	Shiroff, Justin	11/7/2013	1.50	210.00	315.00

One Arizona Center
Phoenix, AZ 85004
602-382-6000

nekeeper			Date	Hours	Rate	Amount
80	Shiroff, Justin		11/7/2013	0.30	210.00	63.00
80	Shiroff, Justin		11/7/2013	1.90	210.00	399.00
80	Shiroff, Justin		11/8/2013	0.50	210.00	105.00
80	Shiroff, Justin		11/8/2013	1.40	210.00	294.00
80	Shiroff, Justin		11/11/2013	0.20	210.00	42.00
87	Byrne, Patrick G.		11/11/2013	0.90	475.00	427.50
87	Byrne, Patrick G.		11/11/2013	0.30	475.00	142.50
80	Shiroff, Justin		11/11/2013	1.50	210.00	315.00
80	Shiroff, Justin		11/11/2013	0.30	210.00	63.00
80	Shiroff, Justin		11/11/2013	0.20	210.00	42.00
80	Shiroff, Justin		11/11/2013	0.20	210.00	42.00
80	Shiroff, Justin		11/12/2013	0.50	210.00	105.00
80	Shiroff, Justin		11/12/2013	0.30	210.00	63.00
80	Shiroff, Justin		11/12/2013	0.30	210.00	63.00
80	Shiroff, Justin		11/14/2013	0.30	210.00	63.00
80	Shiroff, Justin		11/14/2013	0.20	210.00	42.00
80	Shiroff, Justin		11/18/2013	0.30	210.00	63.00
80	Shiroff, Justin		11/18/2013	0.30	210.00	63.00
80	Shiroff, Justin		11/27/2013	0.30	210.00	63.00
87	Byrne, Patrick G.		12/2/2013	0.80	475.00	380.00
80	Shiroff, Justin		12/2/2013	0.30	210.00	63.00
80	Shiroff, Justin		12/2/2013	0.30	210.00	63.00
80	Shiroff, Justin		12/2/2013	0.30	210.00	63.00

nekeeper		Date	Hours	Rate	Amount
80	Shiroff, Justin	12/2/2013	0.90	210.00	189.00
80	Shiroff, Justin	12/3/2013	2.20	210.00	462.00
80	Shiroff, Justin	12/3/2013	0.30	210.00	63.00
87	Byrne, Patrick G.	12/3/2013	1.50	475.00	712.50
80	Shiroff, Justin	12/3/2013	1.00	210.00	210.00
80	Shiroff, Justin	12/3/2013	0.30	210.00	63.00
80	Shiroff, Justin	12/3/2013	0.30	210.00	63.00
80	Shiroff, Justin	12/4/2013	0.50	210.00	105.00
80	Shiroff, Justin	12/4/2013	0.50	210.00	105.00
87	Byrne, Patrick G.	12/8/2013	1.40	475.00	665.00
87	Byrne, Patrick G.	12/9/2013	3.60	475.00	1,710.00
87	Byrne, Patrick G.	12/9/2013	0.20	475.00	95.00
87	Byrne, Patrick G.	12/9/2013	0.30	475.00	142.50
80	Shiroff, Justin	12/9/2013	0.30	210.00	63.00
87	Byrne, Patrick G.	12/9/2013	0.30	475.00	142.50
87	Byrne, Patrick G.	12/10/2013	0.20	475.00	95.00
80	Shiroff, Justin	12/10/2013	0.20	210.00	42.00
80	Shiroff, Justin	12/16/2013	0.70	210.00	147.00
80	Shiroff, Justin	12/16/2013	0.90	210.00	189.00
87	Byrne, Patrick G.	12/17/2013	1.30	475.00	617.50

One Arizona Center
Phoenix, AZ 85004
602-382-6000

nekeeper			Date	Hours	Rate	Amount
80	Shiroff, Justin		12/17/2013	0.20	210.00	42.00
87	Byrne, Patrick G.		12/17/2013	0.30	475.00	142.50
87	Byrne, Patrick G.		12/17/2013	0.20	475.00	95.00
80	Shiroff, Justin		12/17/2013	2.40	210.00	504.00
80	Shiroff, Justin		12/17/2013	3.00	210.00	630.00
80	Shiroff, Justin		12/17/2013	2.10	210.00	441.00
80	Shiroff, Justin		12/17/2013	0.30	210.00	63.00
80	Shiroff, Justin		12/18/2013	0.30	210.00	63.00
87	Byrne, Patrick G.		12/18/2013	0.20	475.00	95.00
80	Shiroff, Justin		12/18/2013	0.70	210.00	147.00
80	Shiroff, Justin		12/18/2013	0.50	210.00	105.00
87	Byrne, Patrick G.		12/19/2013	0.40	475.00	190.00
87	Byrne, Patrick G.		12/19/2013	1.40	475.00	665.00
87	Byrne, Patrick G.		12/19/2013	4.40	475.00	2,090.00
80	Shiroff, Justin		12/19/2013	1.00	210.00	210.00
80	Shiroff, Justin		12/19/2013	0.60	210.00	126.00
80	Shiroff, Justin		12/19/2013	0.20	210.00	42.00
80	Shiroff, Justin		12/19/2013	0.50	210.00	105.00
80	Shiroff, Justin		12/20/2013	0.30	210.00	63.00
87	Byrne, Patrick G.		12/20/2013	0.10	475.00	47.50
80	Shiroff, Justin		12/23/2013	0.30	210.00	63.00
80	Shiroff, Justin		12/23/2013	0.30	210.00	63.00

nekeeper			Date	Hours	Rate	Amount
80	Shiroff, Justin		12/27/2013	0.30	210.00	63.00
80	Shiroff, Justin		12/27/2013	0.30	210.00	63.00
				Attorney Services	56.50	16,926.50
				Fee Totals	56.50	16,926.50
				Discount		

Timekeeper		Hours	Eff Rate	Amount
1187	Byrne, Patrick G.	19.10	475.00	9,072.50
5380	Shiroff, Justin	37.40	210.00	7,854.00
			Report Range Fees \$	16,926.50
			Report Range Costs \$	0.00
			Total Report Range \$	16,926.50
			Previous Fees \$	0.00
			Previous Costs \$	1,265.39
			Grand Total \$	18,191.89

EXHIBIT D

Date	Description	User	Amount	Invoice
08/25/2015	Junes #DR178557	<u>Claudette Moore</u> <u>Malek,Shane-Civil</u>	\$20.00	
08/25/2015	Junes #DR178800	<u>Claudette Moore</u> <u>Malek,Shane-Civil</u>	\$5.50	
08/20/2015	NV Court filing fees	<u>Claudette Moore</u> <u>Malek,Shane-Civil</u>	\$3.50	
08/04/2015	NV Court filings fees	<u>Claudette Moore</u> <u>Malek,Shane-Civil</u>	\$3.50	
07/31/2015	Junes #DR175532	<u>Claudette Moore</u> <u>Malek,Shane-Civil</u>	\$30.00	
07/31/2015	Junes #DR175533	<u>Claudette Moore</u> <u>Malek,Shane-Civil</u>	\$20.00	
07/31/2015	Junes #DR175534	<u>Claudette Moore</u> <u>Malek,Shane-Civil</u>	\$40.00	
06/30/2015	Filing Fee	<u>Claudette Moore</u> <u>Malek,Shane-Civil</u>	\$3.50	
05/12/2015	Filing fee	<u>Claudette Moore</u> <u>Malek,Shane-Civil</u>	\$3.50	
05/05/2015	Filing fee	<u>Claudette Moore</u> <u>Malek,Shane-Civil</u>	\$3.50	
05/04/2015	Junes INV# DR162336	<u>Claudette Moore</u> <u>Malek,Shane-Civil</u>	\$42.00	
04/28/2015	Depo Int'l INV# 18750	<u>Claudette Moore</u> <u>Malek,Shane-Civil</u>	\$451.65	
04/07/2015	JAMS	<u>Claudette Moore</u> <u>Malek,Shane-Civil</u>	\$3,600.00	
04/07/2015	Depo Int'l transcript Michael Doiron	<u>Claudette Moore</u> <u>Malek,Shane-Civil</u>	\$540.90	
04/07/2015	Depo Int'l transcript Paul Bykowski	<u>Claudette Moore</u> <u>Malek,Shane-Civil</u>	\$255.05	
04/07/2015	Depo Int'l transcript Scott Dugan	<u>Claudette Moore</u> <u>Malek,Shane-Civil</u>	\$1,125.75	

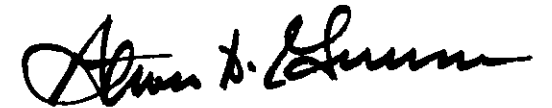
Date	Description	User	Amount	Invoice
04/07/2015	Litigation Services transcript Jessica Woodbridge	<u>Claudette Moore</u> <u>Malek,Shane-Civil</u>	\$423.75	
04/07/2015	CSR Associates depo of Craig Jiu	<u>Claudette Moore</u> <u>Malek,Shane-Civil</u>	\$688.85	
04/07/2015	Depo Int'l transcript Matthew Lubawy	<u>Claudette Moore</u> <u>Malek,Shane-Civil</u>	\$956.55	
03/24/2015	Depo Int'l for Michael Ann Doiron Volume II	<u>Claudette Moore</u> <u>Malek,Shane-Civil</u>	\$285.70	
03/13/2015	Check to Litigation Services	<u>Claudette Moore</u> <u>Malek,Shane-Civil</u>	\$297.75	
02/24/2015	Depo Int'l Paul Bykowsky	<u>Claudette Moore</u> <u>Malek,Shane-Civil</u>	\$789.65	
02/24/2015	Depo Int'l Richard MacDonald	<u>Claudette Moore</u> <u>Malek,Shane-Civil</u>	\$701.20	
02/24/2015	Depo Int'l Shane Malek	<u>Claudette Moore</u> <u>Malek,Shane-Civil</u>	\$491.65	
02/24/2015	Brunson-Jul, LLC depo	<u>Claudette Moore</u> <u>Malek,Shane-Civil</u>	\$1,470.00	
02/10/2015	CSR Associates of NV/depo	<u>Claudette Moore</u> <u>Malek,Shane-Civil</u>	\$1,125.00	
01/28/2015	Filing fee	<u>Claudette Moore</u> <u>Malek,Shane-Civil</u>	\$3.50	
10/17/2014	Junes EP108367	<u>Claudette Moore</u> <u>Malek,Shane-Civil</u>	\$43.00	
09/05/2014	Substitution of Counsel filing fee	<u>Claudette Moore</u> <u>Malek,Shane-Civil</u>	\$3.50	
			\$13,428.45	

TAB 49

TAB 49

TAB 49

JA_2763



CLERK OF THE COURT

OPPM

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Facsimile: (702) 485-3301
Attorneys for Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

THE FREDRIC AND BARBARA
ROSENBERG LIVING TRUST,

Case No. A-13-689113-C

Dept. No. I

Plaintiff,

vs.

**PLAINTIFF'S OPPOSITION TO
DEFENDANT MALEK'S MOTION FOR
ATTORNEY'S FEES AND COSTS**

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

Defendants.

Plaintiff THE FREDRIC AND BARBARA ROSENBERG LIVING TRUST ("Rosenberg Trust" or "Plaintiff") respectfully submits this Opposition to the Motion for Attorney's Fees and Costs filed by SAHHIN SHANE MALEK ("Malek").

HOWARD KIM & ASSOCIATES

1055 WHITNEY RANCH DRIVE, SUITE 110

HENDERSON, NEVADA 89014

(702) 485-3300 FAX (702) 485-3301

MEMORANDUM OF POINTS AND AUTHORITIES

I. PREFATORY STATEMENT

Facing a real substantial injury to the property value of the their dream home, grounded in a long history of Nevada law, which recognizes implied restrictive covenants, to enforce what they believed was a covenant running with the land, the Rosenberg Trust initiated this action. Unfortunately, this court disagreed, and Malek thinks he is entitled to attorney's fees and costs simply because of this fact.¹ Malek is wrong. Under the American rule, which Nevada follows, each party is responsible for paying his own attorney's fees unless a statute or contract states otherwise. The only statute Malek offers is NRS 18.010. But NRS 18.010(b) only allows for the award of attorney's fees if the losing party brought the claim without reasonable ground or to harass the prevailing party, or which was frivolous or vexatious. None of these characterizations apply to the Rosenberg Trust's claims against Malek.

The Rosenberg Trust most certainly did not bring its claims to harass Malek. Likewise, the claims filed by the Rosenberg Trust were grounded in a long history of Nevada law, as well as law from other jurisdictions. Simply because this Court interpreted the law in a way that favored Malek does not mean the Rosenberg Trust's claims somehow morphed into unreasonable or frivolous claims. But this is exactly what Malek is espousing. The ultimate ruling of this Court has no bearing on the analysis of whether a claim, when brought, was reasonable. So long as the Rosenberg Trust had a reasonable basis to bring the claim, and the claim itself was not frivolous, attorney's fees cannot be granted under NRS 18.010. To hold otherwise, completely negates the American Rule and ignores the language of NRS 18.010.

II. STATEMENT OF RELEVANT FACTS

This Court is well-aware of the facts in this case, and as such, the Rosenberg Trust will not reiterate them in full here. Nevertheless, here are a few key facts:

- The Rosenberg Trust purchased 590 Lairmont Place for \$2.16 million ("Lairmont"), a custom home located on the 9th hole of Dragon Ridge Golf Course in the premiere

¹ Plaintiff filed a Motion to Retax Malek's Memorandum of Costs, and incorporates that Motion by reference as though fully stated herein. For the reasons stated in the Motion, this Court should deny Malek's request for costs.

community, MacDonald Highlands.

- At the time of the purchase, 594 Lairmont Place, the lot adjacent to Lairmont was vacant and owned by Defendant Malek.
- Unbeknownst to the Rosenberg Trust, at the time Defendant Malek purchased 594 Lairmont, he entered into an agreement to also purchase a portion of the golf course to extend the rear of his lot by 1/3 of an acre (hereinafter the “Golf Parcel”).
- Also unbeknownst to the Rosenberg Trust, Malek implemented steps to re-zone the Golf Parcel to residential use.
- It was not until after the purchase of Lairmont, that the Rosenberg Trust learned of Malek’s purchase and re-zoning of the Golf Parcel.
- The Rosenberg Trust learned that alteration of the Golf Course in the way Malek planned, substantially reduced the value of Lairmont.

Later, experts would opine that the Rosenberg Trust had suffered between \$750,000 and \$1 million in loss of value to Lairmont.

III. LEGAL ARGUMENT

Under the long-standing American Rule, each party pays its own attorneys’ fees. One policy reason supporting the rule is to encourage parties to legitimately “vindicate their rights,” without fear of being penalized. Fleischmann Distilling Corp. v. Maier Brewing Co., 386 U.S. 714, 718, 87 S. Ct. 1404, 1407, (1967). It has been well recognized that just because litigation is uncertain at best, one should not be penalized for merely defending or prosecuting a lawsuit. Id. Under Nevada law, an exception to this general rule is NRS 18.010(2)(b), which allows for the award of fees only when a party brings a claim without reasonable ground or to harass.

As evidenced by the text of NRS 18.010, this exception to the general rule should only be exercised “to punish and deter **frivolous or vexatious actions**. In other words, if a party’s claim was reasonably grounded in law, and not brought for any reason other to resolve a genuine dispute, then this Court cannot grant fees. Here, the evidence establishes that the Rosenberg Trust’s claims against Malek were well-grounded in Nevada law, and not brought to harass Malek, but instead, brought to resolve a genuine property dispute that if left unresolved resulted in damage to the

Rosenberg Trust to the tune of \$1 million.

A. The Rosenberg Trust had Reasonable Grounds for its Claims Against Malek.

Contrary to Malek's contentions, the analysis of whether a claim was reasonable is not judged by the Court's findings after summary judgment or a jury's verdict after trial. Instead, the analysis is determined by viewing the claim at the time it was commenced. Duff v. Foster, 110 Nev. 1306, 1309, 885 P.2d 589, 591 (1994) citing State Dep't of Health and Rehabilitative Services v. Thompson, 552 So.2d 318 (Fla.Dist.Ct.App. 1989) ("If an action is not frivolous when it is initiated, then the fact that it later becomes frivolous will not support an award of fees."). The essence of Malek's argument is that he is entitled to attorney fees merely because this Court ruled in his favor. If this were the case, then Nevada would not follow the American Rule and there would be no need for the statutory exception found at NRS 18.010.

Malek still insists that the Rosenberg Trust sought a view easement even though time after time, the Rosenberg Trust has unequivocally stated that it sought an easement as to use. But how Malek characterizes the Rosenberg Trust claims is not the test. The whole crux of the Rosenberg Trust's claims against Malek was the Golf Parcel had to remain part of the golf course in terms of its use. Malek also insists that Nevada does not recognize implied restrictive covenants. But the Rosenberg Trust has cited cases dating back to 1913, and continuing to 2008, which unequivocally establish that Nevada recognizes implied restrictive covenants. Ironically, the very case Malek cites for this proposition is Boyd v. McDonald, 81 Nev. 642, 408 P.2d 717 (1967), which noted, "an easement by implication is, in effect, an easement created by law." The Boyd case also laid out the elements a party needs to establish to prove an implied restrictive covenant exists. Interestingly, Malek suggests that the Rosenberg Trust could have researched this issue and known at the time it filed its claim that no such claim existed. But the Rosenberg Trust did research the issue, and what it found was the following litany of Nevada case law all of which recognized implied restrictive covenants:

Shearer v. City of Reno, 36 Nev. 443, 136 P. 705 (1913)

Montesa v. Gelmstedt, 70 Nev. 418, 270 P.2d 668 (1954)

Cox v. Glenbrook Co., 78 Nev. 254, 371 P.2d 647 (1962)

Charleston Plaza, Inc. v. Board of Education, Las Vegas Union School District, 387 P.2d 99 (Nev. 1963)

Boyd v. McDonald, 81 Nev. 642, 408 P.2d 717 (1967) (“an easement by implication is, in effect, an easement created by law”)

Meredith v. Washoe County School Dist., 84 Nev. 15, 435 P.2d 750 (1968)

Brooks v. Jensen, 87 Nev. 174, 483 P.2d 650 (1971)

Hynds Plumbing & Heating Co. v. Clark County School Dist., 94 Nev. 776, 587 P.2d 1331 (1978)

Alrich v. Bailey, 97 Nev. 342, 630 P.2d 262 (1981) (“In Nevada, an easement may be created by express agreement, prescription, or implication.”)

Valley Motor, Inc. v. Almberg, 106 Nev. 338, 792 P.2d 1131 (1990)

Jackson v. Nash, 109 Nev. 1202, 866 P.2d 262 (1993) (“It is well-settled that an easement may be created by implication without a written instrument.”)

Sandy Valley Associates v. Sky Ranch Estates Owners Ass’n, 117 Nev. 948, 35 P.3d 964 (2001) (abrogated on other grounds)

Brooks v. Bonnet, 124 Nev. 372, 185 P.3d 346 (2008)

In addition to Nevada case law, the Rosenberg Trust also found case law from other jurisdictions recognizing implied restrictive covenants, some of which involved the very issue faced by the Rosenberg Trust; the change of use of a golf course:

Ute Park Summer Homes Association v. Maxwell Land Grant Company, 427 P.2d 249 (NM 1967)

Skyline Woods Homeowners Association, Inc. v. Broekemeier, 758 N.W.2d 376 (Neb. 2008)

Shalimar Ass’n v. D.O.C. Enterprises, Ltd., 688 P.2d 682 (Ariz.App.1984) (finding implied restrictive covenant that land be used only as a golf course because of common plan of development)

McCurdy v. Standard Realty Corporation, 175 S.W.2d 28, 29 (Ky.1943)

1 Walker v. Duncan, 223 S.E.2d 675, 676 (Ga. 1976) (“It is well-established that where a
2 developer sells lots according to a recorded plat, the grantees acquire an easement in any areas set
3 apart for their use.”)

4 Supervisor of Assessments of Anne Arundel County v. Bay Ridge Properties, Inc., 310 A.2d
5 773, 775 (Md. 1973) (finding that if such a scheme or plan is intended, restrictive covenants may
6 be enforced in equity, and that enforcement may be had by or against a grantee even though the
7 restriction does not appear in his chain of title)

8 Given this breadth of case law in both Nevada and other jurisdictions, the Rosenberg Trust
9 clearly had “reasonable grounds” to bring its claims against Malek. Once again, the fact that this
10 Court found in favor of Malek is not the test. All that is required is that the Rosenberg Trust had
11 a well-founded basis to bring the claim in the first place. Malek’s contention that the form of the
12 claims i.e. declaratory relief and injunctive relief were improper is simply wrong. In all of the
13 Nevada cases, parties filed claims for declaratory relief and/or injunctive relief stemming from
14 the fact that an implied restrictive covenant existed over a particular piece of property. In other
15 words, declaratory relief and injunctive relief was the only means for this Court to rule that an
16 implied restrictive covenant existed. It is perplexing why Malek continues to harp on this issue.

17 But even if Nevada did not recognize implied restrictive covenants (which is not the case),
18 a claim is still not frivolous if the party “had a good faith argument for the extension or
19 modification of existing law.” Bergmann v. Boyce, 109 Nev. 670, 676, 856 P.2d 560, 564 (1993);
20 see also Marshall v. Eighth Judicial Dist. Court In & For Cnty. of Clark, 108 Nev. 459, 465, 836
21 P.2d 47, 52 (1992) (noting that “while we [Supreme Court] do not agree that such a cause of
22 action arises under these facts, we do not wish to discourage attorneys from exercising
23 imagination and perseverance on behalf of their clients...”). In other words, at worst, the
24 Rosenberg Trust’s claims can be viewed as an effort to extend or modify existing Nevada law. In
25 reality, the claims were grounded in existing law, but even so, the Rosenberg Trust still acted in
26 good faith, and with a reasonable basis.

27 In fact, this Court even noted that, “I have labored over this because this is obviously of
28 supreme importance to the parties...” and even recognized, “[m]aybe I’ll be wrong and if so then

we'll be back and you'll be retrying the whole thing." See Excerpts from Transcript, 13:13-15, attached hereto as **Exhibit 1**. The Court further noted, "as you can tell from the fact that I asked you some questions this morning it's still – I've been wrestling with this a lot and I want to do everything I can to make sure that I come to the correct decision so that you all don't have to redo this whole thing if at all possible." Id. at 18:14-17. This Court even went so far as to say, "I need to view the differing findings of fact, conclusions of law proposed so that I can finally cement, frankly, in my own mind that I have come to the right decision and if I conclude that I haven't I'll pull the whole thing back." Id. at 19:7-10. These comments prove that this case was not the "slam dunk" Malek paints it to be. If this Court, even after making its decision, still considered changing its mind, the claims brought by the Rosenberg Trust must be considered reasonably grounded. Otherwise, the decision of the Court would have been easy, and not involved any doubt whatsoever. But such was not the case, and the fact that this Court recognized the seriousness of the claims, shows that the Rosenberg Trust did not bring baseless claims and certainly did not bring its claims to harass Malek. For all of these reasons, Malek's Motion for Fees must be denied.

B. Malek's Motion Should be Denied Because the Reasonableness of the Fees Cannot be Determined.

Although there is no basis to award fees to Malek under NRS 18.010, should this Court disagree, and engage in an analysis if Malek's fees, the Rosenberg Trust asserts that the fee application should still be denied because Malek made it impossible for the Rosenberg Trust to challenge the reasonableness of the fees by redacting the bills. To determine the reasonableness of attorney's fees, the Court considers the list of factors set forth in Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345, 455 P.2d 31 (1969). Specifically, the Court considers: (a) the qualities of the advocate; (b) the character of the work to be done; (c) the work actually performed by the lawyer; and (d) the result. Id. at 349.

Here, Malek attached completely redacted invoices. These redactions have deprived the Rosenberg Trust of its right to challenge the fees sought.² Additionally, this Court cannot possibly

² Ideal Elec. Sec. Co. v. Int'l Fid. Ins. Co., 129 F.3d 143, 151– 152 (D.C. Cir. 1997) (explaining that a party asserting a claim for attorneys' fees is obligated to "disclose the billing statements itemizing those fees in [their] entirety [A party] may opt to withhold billing statements under a claim of attorney-client privilege; however, where [the] assertions of a privilege results in the

1 analyze reasonableness and relatedness of the attorney's fees claimed in these invoices without
2 knowing what work was actually billed. Moreover, it is unclear which fees were related to the
3 ongoing litigation of Malek's outstanding counterclaim. Even though Malek was successful on
4 his Motion for Summary Judgment on the Rosenberg Trust's claims, the counterclaim is still
5 pending.³ Therefore, to the extent Malek included fees related to this portion of the case, these
6 cannot be awarded. But because Malek redacted all of the bills, this Court has no way of
7 determining this. Finally, Malek's current counsel cannot attest to the reasonableness or accuracy
8 of bills from another law firm i.e. Snell & Wilmer. Therefore, this court should not consider those
9 bills, which are also improperly redacted. Accordingly, Malek's Motion should be denied.

10 IV. CONCLUSION

11 In short, this Court should deny Malek's Motion for Fees and Costs because the Rosenberg
12 Trust's claims were brought under reasonable grounds, and not to harass Malek.

13 DATED this 28th day of September, 2015.

14
15 **HOWARD KIM & ASSOCIATES**

16 /s/ Karen L. Hanks

17 KAREN L. HANKS, ESQ.

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19 SAMAN R. HEIDARI, ESQ.

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22 Henderson, Nevada 89014

23 Phone: (702) 485-3300

24 Fax: (702) 485-3301

25 *Attorneys for Plaintiff*

26
27 withholding of information necessary to [the opposing party's] defense to [the] claim against it,
28 the privilege must give way to [the opposing party's] right to mount a defense."); In re Stisser, 818
N.W.2d 495, 509-10 (Minn. 2012) (affirming district court's denial of attorneys' fees because
redacted invoices "did not supply the [opposing party] with any documentation on which to make
a reasoned decision").

26 ³ Wal-Mart Stores, Inc. v. Barton, 223 F.3d 770, 773 (8th Cir. 2000) (holding that a plaintiff who
27 prevails on only some of his claims is not entitled to any fees for unsuccessful, unrelated claims
28 and, if the success on the prevailing claims is limited, then he is "entitled only to an amount of
fees that is reasonable in relation to the results obtained" (quoting Jenkins by Jenkins v. Missouri,
127 F.3d 709, 716 (8th Cir. 1997))).

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 28th day of September, 2015, pursuant to NRCP 5(b), I served, via the Eighth Judicial District Court electronic filing system, the **PLAINTIFF'S OPPOSITION TO DEFENDANT SHAHIN SHANE MALEK'S MOTION FOR ATTORNEY'S FEES AND COSTS** to the following parties:

Akerman LLP			
Name	Email		Select
Akerman Las Vegas Office	akermanlas@akerman.com	<input checked="" type="checkbox"/>	<input type="text"/>
Natalie L. Winslow, Esq.	natalie.winslow@akerman.com	<input checked="" type="checkbox"/>	<input type="text"/>
Steven G. Shevorski, Esq.	steven.shevorski@akerman.com	<input checked="" type="checkbox"/>	<input type="text"/>
Kemp Jones & Coulthard			
Name	Email		Select
Ian P. McGinn	ipm@kempjones.com	<input checked="" type="checkbox"/>	<input type="text"/>
Sandy Sell	s.sell@kempjones.com	<input checked="" type="checkbox"/>	<input type="text"/>
Kemp, Jones & Coulthard			
Name	Email		Select
J. Randall Jones	jrj@kempjones.com	<input checked="" type="checkbox"/>	<input type="text"/>
Janet Griffin	janetjamesmichael@gmail.com	<input checked="" type="checkbox"/>	<input type="text"/>
Janet Griffin	jlg@kempjones.com	<input checked="" type="checkbox"/>	<input type="text"/>
Matthew Carter	m.carter@kempjones.com	<input checked="" type="checkbox"/>	<input type="text"/>
Sandy Sell	s.sell@kempjones.com	<input checked="" type="checkbox"/>	<input type="text"/>
Spencer Gunnerson	s.gunnerson@kempjones.com	<input checked="" type="checkbox"/>	<input type="text"/>
The Firm			
Name	Email		Select
Jay M. DeVoy	jay@thefirm-lv.com	<input checked="" type="checkbox"/>	<input type="text"/>

/s/ Karen L. Hanks
An employee of Howard Kim & Associates

AMENDED CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 23rd day of October, 2015, pursuant to NRCP 5(b), I served, via the Eighth Judicial District Court electronic filing system, the **PLAINTIFF'S OPPOSITION TO DEFENDANT SHAHIN SHANE MALEK'S MOTION FOR ATTORNEY'S FEES AND COSTS**, to the following parties:

Akerman LLP			
Name	Email		Select
Akerman Las Vegas Office	akermanlas@akerman.com	<input checked="" type="checkbox"/>	<input type="text"/>
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Steven G. Shevorski, Esq.	steven.shevorski@akerman.com	<input checked="" type="checkbox"/>	<input type="text"/>
Kemp Jones & Coulthard			
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Sandy Sell	s.sell@kempjones.com	<input checked="" type="checkbox"/>	<input type="text"/>
Kemp, Jones & Coulthard			
Name	Email		Select
J. Randall Jones	jrj@kempjones.com	<input checked="" type="checkbox"/>	<input type="text"/>
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Spencer Gunnerson	s.gunnerson@kempjones.com	<input checked="" type="checkbox"/>	<input type="text"/>
The Firm			
Name	Email		Select
Jay M. DeVoy	jay@thefirm-lv.com	<input checked="" type="checkbox"/>	<input type="text"/>

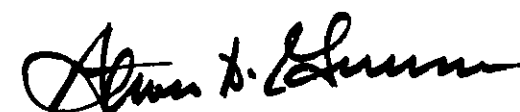
/s/ Karen L. Hanks
An employee of Howard Kim & Associates

TAB 50

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JA_2774



CLERK OF THE COURT

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5 3800 Howard Hughes Parkway, 17th Floor
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7 Facsimile: (702) 385-6001
Attorneys for Defendants
8 *MacDonald Highlands Realty, LLC,*
Michael Doiron, and FHP Ventures,
9 *A Nevada Limited Partnership*

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 THE FREDRIC AND BARBARA
ROSENBERG LIVING TRUST,

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

13
14 Plaintiffs,

15 v.

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

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

23
24 Defendants.

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

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

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

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

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

18 Good cause appearing, therefor,

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

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///


27 ///

28 ///

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

3 IT IS SO ORDERED.

4 Dated this 29 day of October, 2015.

5 
6 DISTRICT COURT JUDGE
7 

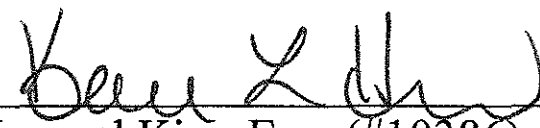
8 *Respectfully submitted by:*

9 KEMP, JONES & COULTHARD, LLP
10 

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

17 *Approved as to form and content:*

18 HOWARD KIM & ASSOCIATES

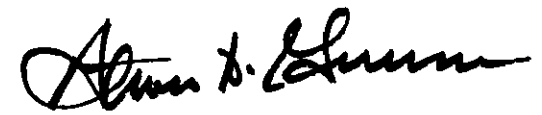
19 
20 Howard Kim, Esq. (#10386)
21 Karen L. Hanks (#9578)
22 1055 Whitney Ranch Drive, Suite 110
23 Henderson, Nevada 89014
24 *Attorneys for Plaintiff*

TAB 51

TAB 51

TAB 51

JA_2778



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

9 DISTRICT COURT

10 CLARK COUNTY, NEVADA

11
12 THE FREDRIC AND BARBARA
ROSENBERG LIVING TRUST,

13 Plaintiff,

14 vs.

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

23 Defendants.

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

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

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

27 ///

28

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

1 of which is attached hereto.

2 DATED this 10th day of November, 2015.

4 KEMP, JONES & COULTHARD, LLP

5 /s/ Matthew S. Carter

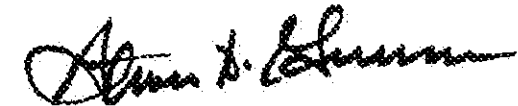
6 J. Randall Jones, Esq. (#1927)
7 Spencer H. Gunnerson, Esq. (#8810)
8 Matthew S. Carter, Esq. (#9524)
9 3800 Howard Hughes Parkway, 17th Floor
10 Las Vegas, Nevada 89169
11 Attorneys for Defendants
12 MacDonald Highlands Realty, LLC,
13 Michael Doiron and FHP Ventures,
14 A Nevada Limited Partnership

14 **CERTIFICATE OF SERVICE**

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

21 /s/ Pamela Montgomery

22 An employee of Kemp, Jones & Coulthard, LLP



CLERK OF THE COURT

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

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 THE FREDRIC AND BARBARA
ROSENBERG LIVING TRUST,

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

13 Plaintiffs,

14
15 v.

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

23 Defendants.

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

24
25 Defendants MacDonald Highlands Realty, LLC; Michael Doiron; and The Foothills
26 Partners, now known as FHP Ventures, a Nevada Limited Partnership (collectively

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

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

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

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

18 Good cause appearing, therefor,

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

21 ///

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23 ///

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26 ///

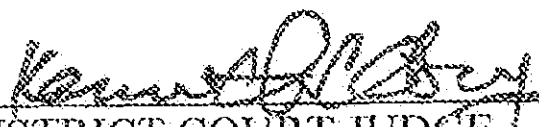

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28 ///

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

3 IT IS SO ORDERED.

4 Dated this 29 day of October, 2015.

5 
6 DISTRICT COURT JUDGE
7 

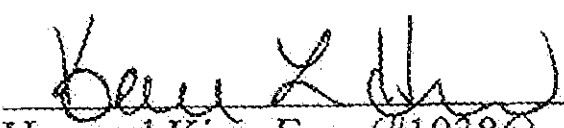
8 *Respectfully submitted by:*

9 KEMP, JONES & COLTHARD, LLP
10 

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

17 *Approved as to form and content:*

18 HOWARD KIM & ASSOCIATES

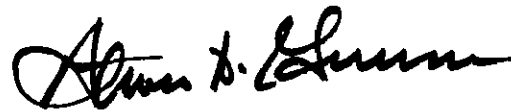
19 
20 Howard Kim, Esq. (#10386)
21 Karen L. Hanks (#9578)
22 1055 Whitney Ranch Drive, Suite 110
23 Henderson, Nevada 89014
24 *Attorneys for Plaintiff*

TAB 52

TAB 52

TAB 52

JA_2784



CLERK OF THE COURT

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

9 DISTRICT COURT

10 CLARK COUNTY, NEVADA

11
12 THE FREDRIC AND BARBARA
ROSENBERG LIVING TRUST,

13 Plaintiff,

14 vs.

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

23 Defendants.

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

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

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

27 ///

28

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

1 attached hereto.

2 DATED this 10th day of November, 2015.

4 KEMP, JONES & COULTHARD, LLP

5 /s/ Matthew S. Carter

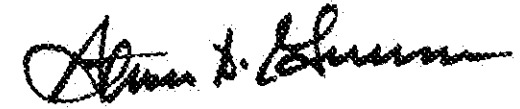
6 J. Randall Jones, Esq. (#1927)
7 Spencer H. Gunnerson, Esq. (#8810)
8 Matthew S. Carter, Esq. (#9524)
9 3800 Howard Hughes Parkway, 17th Floor
10 Las Vegas, Nevada 89169
11 Attorneys for Defendants
12 MacDonalld Highlands Realty, LLC,
13 Michael Doiron and FHP Ventures,
14 A Nevada Limited Partnership

14 **CERTIFICATE OF SERVICE**

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

20 /s/ Pamela Montgomery

21 An employee of Kemp, Jones & Coulthard, LLP



CLERK OF THE COURT

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

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 THE FREDRIC AND BARBARA
ROSENBERG LIVING TRUST,

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

13 Plaintiffs,

14 v.

15
16 BANK OF AMERICA, N.A.; BAC HOME
LOANS SERVICING, LP, a foreign limited
17 partnership; MACDONALD HIGHLANDS
REALTY, LLC, A Nevada limited liability
18 company; MICHAEL DOIRON, an
individual; SHAHIN SHANE MALEK, an
19 individual; PAUL BYKOWSKI, an
individual; THE FOOTHILLS AT
20 MACDONALD RANCH MASTER
ASSOCIATION, a Nevada limited liability
21 company; THE FOOTHILLS PARTNERS, a
22 Nevada limited partnership; DOES 1 through
X; and ROE CORPORATIONS I through X,

23 Defendants.

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

24
25 This matter having come before this Court on September 21, 2015 regarding Defendants
26 MacDonald Highlands Realty, LLC; Michael Doiron; and The Foothills Partners, now known as

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

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

8 Good cause appearing, therefor

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

12 IT IS SO ORDERED.

13 Dated this 29 day of October, 2015.

14
15 
DISTRICT COURT JUDGE
16 

17 Respectfully submitted by:

18 KEMP, JONES & COULTHARD, LLP

19 
20 J. Randall Jones Esq. (#1927)

21 Spencer H. Gunnerson Esq. (#8810)

22 Matthew S. Carter Esq. (#9524)

3800 Howard Hughes Parkway, 17th Floor

Las Vegas, Nevada 89169

Attorneys for Defendants


MacDonald Highlands Realty, LLC,

Michael Doiron, and FHP Ventures,

A Nevada Limited Partnership

1 *Approved as to form and content:*

2 HOWARD KIM & ASSOCIATES

3 

4 Howard Kim, Esq. (#10386)

5 Karen L. Hanks (#9578)

6 1055 Whitney Ranch Drive, Suite 110

7 Henderson, Nevada 89014

8 *Attorneys for Plaintiff*

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Case No. 69399 c/w 70478

IN THE SUPREME COURT OF NEVADA

FREDERIC AND BARBARA
ROSENBERG LIVING TRUST,
Appellant/Cross-Respondent,

vs.

MACDONALD HIGHLANDS
REALTY, LLC, a Nevada Limited
Liability Company; MICHAEL
DOIRON, an Individual; and FHP
VENTURES, a Nevada Limited
Partnership,
Respondent/Cross-Appellants.

Electronically Filed
Oct 12 2016 01:07 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

FREDERIC AND BARBARA
ROSENBERG LIVING TRUST,
Appellant,

vs.

SHAHIN SHANE MALEK,
Respondent.

APPEAL

from the Eighth Judicial District Court, Clark County
The Honorable KENNETH CORY, District Judge
District Court Case No. District Court Case No. A-13-689113-C

JOINT APPENDIX VOLUME 13

Respectfully submitted by:

JACQUELINE A. GILBERT, ESQ.
Nevada Bar No. 10593

KAREN HANKS, ESQ.
Nevada Bar No. 9578

KIM GILBERT EBRON
7625 Dean Martin Drive, Suite 110
Las Vegas, NV 89139
Telephone: (702) 485-3300
Facsimile: (702) 485-3301
Attorneys for Frederic and Barbara Rosenberg Living Trust

ALPHABETICAL INDEX

Vol.	Tab	Date Filed	Document	Bates Number
1	5	10/29/13	Affidavit of Service - Michael Doiron	JA_0031
1	3	10/24/13	Affidavit of Service - Shahin Shane Malek	JA_0025
1	2	10/24/13	Affidavit of Service - BAC Home Loans Servicing, LP	JA_0022
1	16	1/16/15	Affidavit of Service – Foothill Partners	JA_0114
1	15	1/16/15	Affidavit of Service – Foothills at MacDonald Ranch Master Association	JA_0112
1	14	1/16/15	Affidavit of Service – Paul Bykowski	JA_0110
1	4	10/24/13	Affidavit of Service - Real Properties Management Group, Inc.	JA_0028
1	13	1/12/15	Amended Complaint	JA_0089
2/3	22	4/16/15	Appendix of Exhibits to Motion for Summary Judgment	JA_0229
8/9/ 10/1 1	37	6/22/15	Appendix of Exhibits to Opposition to Motion to Amend Complaint to Conform to Evidence	JA_1646
1	6	12/30/13	Bank of America N. A.'s Answer to Plaintiff's Complaint	JA_0034
12	42	7/28/15	Bank of America N.A.'s Answer to First Amended Complaint	JA_2439
8	34	6/19/15	Bank of America N.A.'s Opposition to Motion to Amend to Conform to Evidence and Countermotion for Dismissal	JA_1620
1	1	9/23/13	Complaint	JA_0001
7	30	5/11/15	Errata to Motion for Summary Judgment	JA_1497

12	44	8/13/15	Findings of Fact and Conclusions of Law, and Judgement Regarding MacDonald Highlands Realty, Michael Doiron, and FHP Ventures' Motion for Summary Judgment	JA_2476
1	11	3/20/14	Frederic and Barbara Rosenberg Living Trust's Answer to Shahin Shane Malek's Counterclaim	JA_0081
1	19	4/16/15	Frederic and Barbara Rosenberg Living Trust's Motion for Summary Judgment Against Shahin Shane Malek	JA_0139
6	25	5/4/15	Frederic and Barbara Rosenberg Living Trust's Opposition to MacDonald Realty, Michael Dorion, and FHP Ventures' Motion for Summary Judgment	JA_1124
6/7	26	5/4/15	Frederic and Barbara Rosenberg Living Trust's Opposition to Shahin Shane Malek's Motion for Summary Judgment	JA_1215
7	29	5/11/15	Frederic and Barbara Rosenberg Living Trust's Reply to Malek's Opposition to Motion for Summary Judgment	JA_1486
7	27	5/4/15	Frederic and Barbara Rosenberg Living Trust's Response to Malek's Statement of Undisputed Facts	JA_1369
1	9	1/28/14	MacDonald Highland Realty's Answer to Plaintiff's Complaint	JA_0060
1	18	2/2/15	MacDonald Highland's and Michael Dorion's Answer to Amended Complaint	JA_0126
1	20	4/16/15	MacDonald Highlands Motion for Summary Judgment	JA_0175
13	55	12/11/15	MacDonald Highlands Realty, LLC, Michael Doiron and FHP Ventures Notice of Cross-Appeal	JA_2805

8	35	6/22/15	MacDonald Highlands' Opposition to Motion to Amend Complaint to Conform to Evidence	JA_1627
12/13	47	9/2/15	Motion for Attorney's Fees and Costs	JA_2526
7/8	33	6/3/15	Motion to Amend Complaint to Conform to Evidence	JA_1553
13	54	12/9/15	Notice of Appeal	JA_2801
13	62	5/23/16	Notice of Appeal	JA_2854
12	45	8/13/15	Notice of Entry of Findings of Fact, Conclusions of Law and Judgement	JA_2489
13	57	1/20/16	Notice of Entry of Order	JA_2817
1	8	1/13/14	Notice of Entry of Order Dismissing Dragonridge Golf Club, Inc. and MacDonald Properties, LTD.	JA_0055
13	51	11/10/15	Notice of Entry of Order Granting (1) Motion for Attorney's Fees and Costs (2) Motion to Re- Tax Costs	JA_2778
13	52	11/10/15	Notice of Entry of Order Granting Motion for Certification	JA_2784
12	46	8/20/15	Notice of Entry of Order on Malek's Motion for Summary Judgment	JA_2504
13	61	5/18/16	Notice of Entry of Order Stipulation and Order	JA_2846
13	59	3/18/16	Notice of Entry of Order Stipulation and Order to Dismiss Bank of America N.A. with Prejudice	JA_2833
6	24	4/22/15	Notice of Voluntary Dismissal of Bykowski and Foothills at MacDonald Ranch Master Association	JA_1120
1	12	4/29/14	Notice of Voluntary Dismissal of Realty Property Management Group	JA_0086

13	49	10/23/15	Opposition to Malek's Motion for Attorney's Fees and Costs	JA_2763
12	41	7/23/15	Order Denying Motion for Summary Judgment	JA_2432
13	50	11/10/15	Order Granting (1) Motion for Attorney's Fees and Costs (2) Motion to Re- Tax Costs	JA_2774
1	7	1/10/14	Order Granting in Part DRFH Ventures, LLC; Dragonridge Golf Club, Inc. and MacDonald Properties, LTD.	JA_0052
13	56	1/13/16	Order on Shahin Shane Malek's Motion for Attorney's Fees and Costs and Frederic and Barbara Rosenberg Living Trust's Motion to Re-Tax Costs	JA_2809
12	43	8/13/15	Proposed Order, Findings of Fact and Conclusions of Law, and Judgement on Shahin Shane Malek's Motion for Summary Judgment	JA_2457
14	65	7/15/15	Recorder's Transcript Re: Status Check: Reset Trial Date	JA_2970
14	67	12/1/15	Recorders Transcript Re: Shahin Shane Malek's Motion for Attorney's Fees and Costs	JA_3048
7	32	5/12/15	Reply in Support of MacDonald Realty, Michael Dorion, and FHP Ventures' Motion for Summary Judgment	JA_1539
12	38	6/29/15	Reply to Bank of America N.A.'s Opposition to Motion to Amend Complaint to Conform on Evidence	JA_2404
7	31	5/12/15	Reply to Opposition to Malek's Motion for Summary Judgment	JA_1517
12	39	6/29/15	Reply to Opposition to Motion to Amend Complaint to Conform on Evidence	JA_2413

12	40	6/29/15	Reply to Shahin Shane Malek's Opposition to Motion to Amend Complaint to Conform to Evidence	JA_2423
1	21	4/16/15	Shahin Shane Malek Motion for Summary Judgment	JA_0198
1	10	2/20/14	Shahin Shane Malek's Answer and Counterclaim	JA_0072
1	17	1/27/15	Shahin Shane Malek's Answer to Amended Complaint and Counterclaim	JA_0116
13	48	9/9/15	Shahin Shane Malek's Motion for Attorney's Fees and Costs	JA_2684
7	28	5/5/15	Shahin Shane Malek's Opposition to Motion for Summary Judgment	JA_1416
8	36	6/22/15	Shahin Shane Malek's Opposition to Motion to Amend Complaint to Conform to Evidence	JA_1636
13	53	11/19/15	Shahin Shane Malek's Reply in Support of Motion for Attorney's Fees and Costs	JA_2790
4/5/ 6	23	4/16/15	Shahin Shane Malek's Statement of Undisputed Material Facts in Support of Motion for Summary Judgment	JA_0630
13	60	5/17/16	Stipulation and Order for Dismissal of Counterclaim without Prejudice	JA_2841
13	58	3/10/16	Stipulation and Order to Dismiss Bank of America N.A. with Prejudice	JA_2828
13/1 4	63	4/8/15	Transcript Re. FHP Ventures' Motion to Dismiss Amended Complaint	JA_2858
14	64	6/10/15	Transcript Re. Status Check: Reset Trial Date Motion for Summary Judgment	JA_2898

14	66	10/22/15	Transcript Re: Shahin Shane Malek's Motion for Attorney's Fees and Costs; MacDonald Highlands Realty, LLC, and FHP Ventures Motion for Attorney's Fees and Costs; Motion to Re-Tax and Settle Memorandum of Costs and Disbursements	JA_2994
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CHRONOLOGICAL INDEX

Vol.	Tab	Date Filed	Document	Bates Number
1	1	9/23/13	Complaint	JA_0001
1	2	10/24/13	Affidavit of Service - BAC Home Loans Servicing, LP	JA_0022
1	3	10/24/13	Affidavit of Service - Shahin Shane Malek	JA_0025
1	4	10/24/13	Affidavit of Service - Real Properties Management Group, Inc.	JA_0028
1	5	10/29/13	Affidavit of Service - Michael Doiron	JA_0031
1	6	12/30/13	Bank of America N. A.'s Answer to Plaintiff's Complaint	JA_0034
1	7	1/10/14	Order Granting in Part DRFH Ventures, LLC; Dragonridge Golf Club, Inc. and MacDonald Properties, LTD.	JA_0052
1	8	1/13/14	Notice of Entry of Order Dismissing Dragonridge Golf Club, Inc. and MacDonald Properties, LTD.	JA_0055
1	9	1/28/14	MacDonald Highland Reality's Answer to Plaintiff's Complaint	JA_0060
1	10	2/20/14	Shahin Shane Malek's Answer and Counterclaim	JA_0072
1	11	3/20/14	Frederic and Barbara Rosenberg Living Trust's Answer to Shahin Shane Malek's Counterclaim	JA_0081
1	12	4/29/14	Notice of Voluntary Dismissal of Realty Property Management Group	JA_0086
1	13	1/12/15	Amended Complaint	JA_0089
1	14	1/16/15	Affidavit of Service – Paul Bykowski	JA_0110

1	15	1/16/15	Affidavit of Service – Foothills at MacDonald Ranch Master Association	JA_0112
1	16	1/16/15	Affidavit of Service – Foothill Partners	JA_0114
1	17	1/27/15	Shahin Shane Malek’s Answer to Amended Complaint and Counterclaim	JA_0116
1	18	2/2/15	MacDonald Highland’s and Michael Doriron’s Answer to Amended Complaint	JA_0126
1	19	4/16/15	Frederic and Barbara Rosenberg Living Trust’s Motion for Summary Judgment Against Shahin Shane Malek	JA_0139
1	20	4/16/15	MacDonald Highlands Motion for Summary Judgment	JA_0175
1	21	4/16/15	Shahin Shane Malek Motion for Summary Judgment	JA_0198
2/3	22	4/16/15	Appendix of Exhibits to Motion for Summary Judgment	JA_0229
4/5/6	23	4/16/15	Shahin Shane Malek’s Statement of Undisputed Material Facts in Support of Motion for Summary Judgment	JA_0630
6	24	4/22/15	Notice of Voluntary Dismissal of Bykowski and Foothills at MacDonald Ranch Master Association	JA_1120
6	25	5/4/15	Frederic and Barbara Rosenberg Living Trust’s Opposition to MacDonald Realty, Michael Dorion, and FHP Ventures’ Motion for Summary Judgment	JA_1124
6/7	26	5/4/15	Frederic and Barbara Rosenberg Living Trust’s Opposition to Shahin Shane Malek’s Motion for Summary Judgment	JA_1215

7	27	5/4/15	Frederic and Barbara Rosenberg Living Trust's Response to Malek's Statement of Undisputed Facts	JA_1369
7	28	5/5/15	Shahin Shane Malek's Opposition to Motion for Summary Judgment	JA_1416
7	29	5/11/15	Frederic and Barbara Rosenberg Living Trust's Reply to Malek's Opposition to Motion for Summary Judgment	JA_1486
7	30	5/11/15	Errata to Motion for Summary Judgment	JA_1497
7	31	5/12/15	Reply to Opposition to Malek's Motion for Summary Judgment	JA_1517
7	32	5/12/15	Reply in Support of MacDonald Realty, Michael Dorion, and FHP Ventures' Motion for Summary Judgment	JA_1539
7/8	33	6/3/15	Motion to Amend Complaint to Conform to Evidence	JA_1553
8	34	6/19/15	Bank of America N.A.'s Opposition to Motion to Amend to Conform to Evidence and Countermotion for Dismissal	JA_1620
8	35	6/22/15	MacDonald Highlands' Opposition to Motion to Amend Complaint to Conform to Evidence	JA_1627
8	36	6/22/15	Shahin Shane Malek's Opposition to Motion to Amend Complaint to Conform to Evidence	JA_1636
8/9/10/11	37	6/22/15	Appendix of Exhibits to Opposition to Motion to Amend Complaint to Conform to Evidence	JA_1646
12	38	6/29/15	Reply to Bank of America N.A.'s Opposition to Motion to Amend Complaint to Conform on Evidence	JA_2404
12	39	6/29/15	Reply to Opposition to Motion to Amend Complaint to Conform on Evidence	JA_2413

12	40	6/29/15	Reply to Shahin Shane Malek's Opposition to Motion to Amend Complaint to Conform to Evidence	JA_2423
12	41	7/23/15	Order Denying Motion for Summary Judgment	JA_2432
12	42	7/28/15	Bank of America N.A.'s Answer to First Amended Complaint	JA_2439
12	43	8/13/15	Proposed Order, Findings of Fact and Conclusions of Law, and Judgement on Shahin Shane Malek's Motion for Summary Judgment	JA_2457
12	44	8/13/15	Findings of Fact and Conclusions of Law, and Judgement Regarding MacDonald Highlands Realty, Michael Doiron, and FHP Ventures' Motion for Summary Judgment	JA_2476
12	45	8/13/15	Notice of Entry of Findings of Fact, Conclusions of Law and Judgement	JA_2489
12	46	8/20/15	Notice of Entry of Order on Malek's Motion for Summary Judgment	JA_2504
12/13	47	9/2/15	Motion for Attorney's Fees and Costs	JA_2526
13	48	9/9/15	Shahin Shane Malek's Motion for Attorney's Fees and Costs	JA_2684
13	49	10/23/15	Opposition to Malek's Motion for Attorney's Fees and Costs	JA_2763
13	50	11/10/15	Order Granting (1) Motion for Attorney's Fees and Costs (2) Motion to Re- Tax Costs	JA_2774
13	51	11/10/15	Notice of Entry of Order Granting (1) Motion for Attorney's Fees and Costs (2) Motion to Re- Tax Costs	JA_2778
13	52	11/10/15	Notice of Entry of Order Granting Motion for Certification	JA_2784

13	53	11/19/15	Shahin Shane Malek's Reply in Support of Motion for Attorney's Fees and Costs	JA_2790
13	54	12/9/15	Notice of Appeal	JA_2801
13	55	12/11/15	MacDonald Highlands Realty, LLC, Michael Doiron and FHP Ventures Notice of Cross-Appeal	JA_2805
13	56	1/13/16	Order on Shahin Shane Malek's Motion for Attorney's Fees and Costs and Frederic and Barbara Rosenberg Living Trust's Motion to Re-Tax Costs	JA_2809
13	57	1/20/16	Notice of Entry of Order	JA_2817
13	58	3/10/16	Stipulation and Order to Dismiss Bank of America N.A. with Prejudice	JA_2828
13	59	3/18/16	Notice of Entry of Order Stipulation and Order to Dismiss Bank of America N.A. with Prejudice	JA_2833
13	60	5/17/16	Stipulation and Order for Dismissal of Counterclaim without Prejudice	JA_2841
13	61	5/18/16	Notice of Entry of Order Stipulation and Order	JA_2846
13	62	5/23/16	Notice of Appeal	JA_2854
13/14	63	4/8/15	Transcript Re. FHP Ventures' Motion to Dismiss Amended Complaint	JA_2858
14	64	6/10/15	Transcript Re. Status Check: Reset Trial Date Motion for Summary Judgment	JA_2898
14	65	7/15/15	Recorder's Transcript Re: Status Check: Reset Trial Date	JA_2970

14	66	10/22/15	Transcript Re: Shahin Shane Malek's Motion for Attorney's Fees and Costs; MacDonald Highlands Realty, LLC, and FHP Ventures Motion for Attorney's Fees and Costs; Motion to Re-Tax and Settle Memorandum of Costs and Disbursements	JA_2994
14	67	12/1/15	Recorders Transcript Re: Shahin Shane Malek's Motion for Attorney's Fees and Costs	JA_3048

MacDonald Highland Realty
Fredric and Barbara Rosenberg
01999 00002
Fees

Client	Mtr	Date	Tmkpr	Description	Hours	Amount
01999	2	03/17/15	SHG		0.50	\$ 200.00
01999	2	03/19/15	SHG		1.00	\$ 400.00
01999	2	03/20/15	SHG		0.80	\$ 320.00
01999	2	03/24/15	SHG		0.60	\$ 240.00
01999	2	03/26/15	SHG		0.70	\$ 280.00
01999	2	03/27/15	SHG		0.40	\$ 160.00
01999	2	03/30/15	SHG		1.80	\$ 720.00

MacDonald Highland Realty
Fredric and Barbara Rosenberg
01999 00002
Fees

Client	Mtr	Date	Tmkpr	Description	Hours	Amount
01999	2	03/31/15	SHG		0.70	\$ 280.00
01999	2	04/01/15	SHG		1.40	\$ 560.00
01999	2	04/07/15	SHG		0.70	\$ 280.00
01999	2	04/08/15	SHG		5.40	\$ 2,160.00
01999	2	04/13/15	SHG		0.30	\$ 120.00
01999	2	04/14/15	SHG		2.00	\$ 800.00
01999	2	04/15/15	SHG		0.80	\$ 320.00
01999	2	04/16/15	SHG		1.20	\$ 480.00
01999	2	04/22/15	SHG		0.70	\$ 280.00
01999	2	04/23/15	SHG		0.30	\$ 120.00

MacDonald Highland Realty
Fredric and Barbara Rosenberg
01999 00002
Fees

Client	Mtr	Date	Tmkpr	Description	Hours	Amount
01999	2	04/24/15	SHG		0.20	\$ 80.00
01999	2	05/05/15	SHG		0.20	\$ 80.00
01999	2	05/06/15	SHG		0.10	\$ 40.00
01999	2	05/08/15	SHG			
					3.10	\$ 1,240.00
01999	2	05/11/15	SHG			
					0.80	\$ 320.00
01999	2	05/12/15	SHG			
					0.80	\$ 320.00
01999	2	05/13/15	SHG			
					0.70	\$ 280.00
01999	2	05/14/15	SHG			
					1.80	\$ 720.00

MacDonald Highland Realty
Fredric and Barbara Rosenberg
01999 00002
Fees

Client	Mtr	Date	Tmkpr	Description	Hours	Amount
01999	2	05/15/15	SHG		1.40	\$ 560.00
01999	2	05/18/15	SHG		1.50	\$ 600.00
01999	2	05/19/15	SHG		0.20	\$ 80.00
01999	2	05/20/15	SHG		0.50	\$ 200.00
01999	2	05/21/15	SHG		0.20	\$ 80.00
01999	2	05/27/15	SHG		0.30	\$ 120.00
01999	2	06/03/15	SHG		0.70	\$ 280.00
01999	2	06/09/15	SHG		5.40	\$ 2,160.00
01999	2	06/10/15	SHG		3.60	\$ 1,440.00
01999	2	06/11/15	SHG		0.60	\$ 240.00

MacDonald Highland Realty
Fredric and Barbara Rosenberg
01999 00002
Fees

Client	Mtr	Date	Tmkpr	Description	Hours	Amount
01999	2	06/16/15	SHG		1.20	\$ 480.00
01999	2	06/17/15	SHG		0.80	\$ 320.00
01999	2	06/18/15	SHG		0.80	\$ 320.00
01999	2	06/19/15	SHG		0.70	\$ 280.00
01999	2	06/22/15	SHG		1.30	\$ 520.00
01999	2	07/06/15	SHG		0.40	\$ 160.00
01999	2	07/07/15	SHG		0.60	\$ 240.00
01999	2	07/09/15	SHG		0.30	\$ 120.00
01999	2	07/13/15	SHG		1.20	\$ 480.00

MacDonald Highland Realty
Fredric and Barbara Rosenberg
01999 00002
Fees

Client	Mtr	Date	Tmkpr	Description	Hours	Amount
01999	2	07/15/15	SHG		4.20	\$ 1,680.00
01999	2	07/22/15	SHG		0.80	\$ 320.00
01999	2	07/23/15	SHG		2.10	\$ 840.00
01999	2	07/24/15	SHG		1.00	\$ 400.00
01999	2	07/27/15	SHG		0.90	\$ 360.00
01999	2	07/28/15	SHG		2.70	\$ 1,080.00
01999	2	07/29/15	SHG		1.50	\$ 600.00

MacDonald Highland Realty
Fredric and Barbara Rosenberg
01999 00002
Fees

Client	Mtr	Date	Trnkpr	Description	Hours	Amount
01999	2	07/30/15	SHG		0.80	\$ 320.00
01999	2	08/13/15	SHG			
					1.20	\$ 480.00
01999	2	08/14/15	SHG		0.60	\$ 240.00
01999	2	08/17/15	SHG			
					0.50	\$ 200.00
01999	2	08/18/15	SHG			
					0.30	\$ 120.00
01999	2	08/19/15	SHG		0.50	\$ 200.00
01999	2	08/21/15	SHG			
					1.20	\$ 480.00
					412.50	\$ 165,000.00
				Total Fees	825.90	\$ 284,972.50

EXHIBIT F

Rosenberg C/M
1999-2

for rent
by Spencer
1-30-15



File No. 590Lairmont

nc

***** INVOICE *****

File Number: 590Lairmont

01/13/2015

ATTN: Spencer H. Gunnerson

Kemp, Jones & Coulthard, LLP
3800 Howard Hughes Parkway, 17th Floor
Las Vegas, NV 89169

Borrower : Brunson-Jiu
Reference/Case # : 1410.1884/A-13-689113-C

FOR THE PROPERTY LOCATED AT:

590 Lairmont Place
Henderson, NV 89012

Appraisal Review Report

\$	10,000.00

\$	10,000.00
{ \$	
{ \$	

\$	10,000.00

Invoice Total
Deposit
Deposit
Amount Due

Terms: Due and Payable Upon Receipt - Now accepting Visa, MC & Amex

Please Make Check Payable To:

R. SCOTT DUGAN APPRAISAL CO., INC.
8930 W. TROPICANA AVENUE, SUITE 1
LAS VEGAS, NV 89147-8129

Fed. I.D. #: 88-0222300

****PLEASE NOTE NEW OFFICE ADDRESS****

REFERENCING THE FILE NUMBER, BORROWER OR CASE NUMBER NOTED ABOVE WILL HELP US TO PROPERLY CREDIT YOUR ACCOUNT

8930 W. TROPICANA AVENUE, SUITE 1, LAS VEGAS, NV 89147 702-876-2000 FAX: 702-253-1888

APP00111

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

Client	Mtr	Date	Exp Code	Description	Amount
01999	2	10/21/13	100	Copying Expense	\$ 1.00
01999	2	11/06/13	100	Copying Expense	\$ 3.00
01999	2	11/06/13	100	Copying Expense	\$ 5.25
01999	2	12/04/13	100	Copying Expense	\$ 1.00
01999	2	12/09/13	100	Copying Expense	\$ 18.25
01999	2	12/12/13	100	Copying Expense	\$ 7.00
01999	2	12/27/13	100	Copying Expense	\$ 0.50
01999	2	01/13/14	100	Copying Expense	\$ 1.00
01999	2	01/28/14	100	Copying Expense	\$ 8.25
01999	2	02/27/14	100	Copying Expense	\$ 23.00
01999	2	02/27/14	100	Copying Expense	\$ 56.00
01999	2	03/17/14	100	Copying Expense	\$ 2.25
01999	2	03/25/14	100	Copying Expense	\$ 0.75
01999	2	04/01/14	100	Copying Expense	\$ 4.50
01999	2	04/08/14	100	Copying Expense	\$ 1.50
01999	2	05/05/14	100	Copying Expense	\$ 0.50
01999	2	05/13/14	100	Copying Expense	\$ 5.25
01999	2	05/16/14	100	Copying Expense	\$ 0.25
01999	2	06/16/14	100	Copying Expense	\$ 10.75
01999	2	06/20/14	100	Copying Expense	\$ 4.00
01999	2	06/23/14	100	Copying Expense	\$ 0.75
01999	2	06/23/14	100	Copying Expense	\$ 0.75
01999	2	08/15/14	100	Copying Expense	\$ 1.25
01999	2	08/18/14	100	Copying Expense	\$ 1.75
01999	2	09/08/14	100	Copying Expense	\$ 0.50
01999	2	09/10/14	100	Copying Expense	\$ 1.00
01999	2	09/12/14	100	Copying Expense	\$ 1.25
01999	2	09/12/14	100	Copying Expense	\$ 1.50
01999	2	09/15/14	100	Copying Expense	\$ 0.25
01999	2	09/22/14	100	Copying Expense	\$ 1.00
01999	2	09/22/14	100	Copying Expense	\$ 2.00
01999	2	10/06/14	100	Copying Expense	\$ 3.75
01999	2	10/14/14	100	Copying Expense	\$ 0.50
01999	2	10/15/14	100	Copying Expense	\$ 1.00
01999	2	11/07/14	100	Copying Expense	\$ 1.25
01999	2	12/03/14	100	Copying Expense	\$ 2.00
01999	2	12/04/14	100	Copying Expense	\$ 4.00
01999	2	12/05/14	100	Copying Expense	\$ 0.25
01999	2	12/05/14	100	Copying Expense	\$ 2.00
01999	2	12/08/14	100	Copying Expense	\$ 36.50
01999	2	12/08/14	100	Copying Expense	\$ 1.75
01999	2	12/08/14	100	Copying Expense	\$ 86.75
01999	2	12/08/14	100	Copying Expense	\$ 30.50

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

Client	Mtr	Date	Exp Code	Description	Amount
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01999	2	12/17/14	100	Copying Expense	\$ 0.50
01999	2	12/18/14	100	Copying Expense	\$ 1.25
01999	2	12/19/14	100	Copying Expense	\$ 2.25
01999	2	12/19/14	100	Copying Expense	\$ 0.50
01999	2	12/29/14	100	Copying Expense	\$ 3.00
01999	2	01/29/15	100	Copying Expense	\$ 1.00
01999	2	01/29/15	100	Copying Expense	\$ 5.25
01999	2	01/30/15	100	Copying Expense	\$ 0.25
01999	2	02/02/15	100	Copying Expense	\$ 0.25
01999	2	02/03/15	100	Copying Expense	\$ 0.25
01999	2	02/05/15	100	Copying Expense	\$ 42.50
01999	2	02/11/15	100	Copying Expense	\$ 12.75
01999	2	02/12/15	100	Copying Expense	\$ 0.75
01999	2	02/12/15	100	Copying Expense	\$ 1.25
01999	2	03/05/15	100	Copying Expense	\$ 0.25
01999	2	03/06/15	100	Copying Expense	\$ 6.00
01999	2	03/20/15	100	Copying Expense	\$ 0.25
01999	2	04/01/15	100	Copying Expense	\$ 0.25
01999	2	04/07/15	100	Copying Expense	\$ 2.75
01999	2	04/07/15	100	Copying Expense	\$ 3.00
01999	2	04/07/15	100	Copying Expense	\$ 2.00
01999	2	04/07/15	100	Copying Expense	\$ 12.00
01999	2	05/11/15	100	Copying Expense	\$ 4.00
01999	2	05/11/15	100	Copying Expense	\$ 4.75
01999	2	05/13/15	100	Copying Expense	\$ 0.75
01999	2	05/18/15	100	Copying Expense	\$ 0.50
01999	2	06/09/15	100	Copying Expense	\$ 22.50
01999	2	07/09/15	100	Copying Expense	\$ 1.00
01999	2	07/09/15	100	Copying Expense	\$ 1.00
01999	2	07/29/15	100	Copying Expense	\$ 3.75
01999	2	07/31/15	100	Copying Expense	\$ 2.75
01999	2	08/17/15	100	Copying Expense	\$ 8.00
01999	2	08/18/15	100	Copying Expense	\$ 1.50
01999	2	08/18/15	100	Copying Expense	\$ 0.25
01999	2	08/19/15	100	Copying Expense	\$ 2.50
01999	2	08/19/15	100	Copying Expense	\$ 2.25
01999	2	08/19/15	100	Copying Expense	\$ 8.75
01999	2	08/20/15	100	Copying Expense	\$ 1.50
				Copying Expense	\$ 505.50

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

Client	Mtr	Date	Exp Code	Description	Amount
01999	2	12/08/14	120	Copying Expense Color	\$ 8.40
01999	2	12/08/14	120	Copying Expense Color	\$ 25.20
01999	2	02/05/15	120	Copying Expense Color	\$ 21.00
01999	2	03/06/15	120	Copying Expense Color	\$ 9.60
				Copying Expense Color	\$ 64.20
01999	2	09/25/13	150	Printing Expense B/W	\$ 3.00
01999	2	09/25/13	150	Printing Expense B/W	\$ 1.65
01999	2	09/25/13	150	Printing Expense B/W	\$ 0.30
01999	2	09/25/13	150	Printing Expense B/W	\$ 0.30
01999	2	09/25/13	150	Printing Expense B/W	\$ 0.30
01999	2	09/25/13	150	Printing Expense B/W	\$ 0.75
01999	2	10/16/13	150	Printing Expense B/W	\$ 0.45
01999	2	10/21/13	150	Printing Expense B/W	\$ 0.15
01999	2	10/22/13	150	Printing Expense B/W	\$ 0.45
01999	2	10/22/13	150	Printing Expense B/W	\$ 0.60
01999	2	10/22/13	150	Printing Expense B/W	\$ 0.75
01999	2	10/22/13	150	Printing Expense B/W	\$ 0.90
01999	2	10/23/13	150	Printing Expense B/W	\$ 0.90
01999	2	10/23/13	150	Printing Expense B/W	\$ 0.30
01999	2	10/23/13	150	Printing Expense B/W	\$ 0.90
01999	2	10/23/13	150	Printing Expense B/W	\$ 1.05
01999	2	10/23/13	150	Printing Expense B/W	\$ 1.20
01999	2	10/23/13	150	Printing Expense B/W	\$ 0.15
01999	2	10/24/13	150	Printing Expense B/W	\$ 1.35
01999	2	10/24/13	150	Printing Expense B/W	\$ 1.80
01999	2	10/24/13	150	Printing Expense B/W	\$ 0.30
01999	2	10/24/13	150	Printing Expense B/W	\$ 0.30
01999	2	10/24/13	150	Printing Expense B/W	\$ 0.15
01999	2	11/01/13	150	Printing Expense B/W	\$ 0.15
01999	2	11/08/13	150	Printing Expense B/W	\$ 0.15
01999	2	11/13/13	150	Printing Expense B/W	\$ 0.15
01999	2	11/13/13	150	Printing Expense B/W	\$ 0.15
01999	2	11/13/13	150	Printing Expense B/W	\$ 0.15
01999	2	11/13/13	150	Printing Expense B/W	\$ 0.15
01999	2	11/18/13	150	Printing Expense B/W	\$ 0.45
01999	2	11/18/13	150	Printing Expense B/W	\$ 1.80
01999	2	11/18/13	150	Printing Expense B/W	\$ 1.80
01999	2	11/18/13	150	Printing Expense B/W	\$ 0.15
01999	2	11/21/13	150	Printing Expense B/W	\$ 0.30
01999	2	12/02/13	150	Printing Expense B/W	\$ 0.45

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

Client	Mtr	Date	Exp Code	Description	Amount
01999	2	12/09/13	150	Printing Expense B/W	\$ 0.15
01999	2	12/12/13	150	Printing Expense B/W	\$ 0.15
01999	2	12/12/13	150	Printing Expense B/W	\$ 0.15
01999	2	12/12/13	150	Printing Expense B/W	\$ 2.10
01999	2	12/12/13	150	Printing Expense B/W	\$ 0.30
01999	2	12/16/13	150	Printing Expense B/W	\$ 2.10
01999	2	12/16/13	150	Printing Expense B/W	\$ 0.15
01999	2	12/18/13	150	Printing Expense B/W	\$ 2.10
01999	2	12/18/13	150	Printing Expense B/W	\$ 0.15
01999	2	12/18/13	150	Printing Expense B/W	\$ 1.50
01999	2	12/18/13	150	Printing Expense B/W	\$ 1.80
01999	2	12/18/13	150	Printing Expense B/W	\$ 1.50
01999	2	12/18/13	150	Printing Expense B/W	\$ 7.05
01999	2	12/18/13	150	Printing Expense B/W	\$ 2.85
01999	2	12/18/13	150	Printing Expense B/W	\$ 2.10
01999	2	12/18/13	150	Printing Expense B/W	\$ 6.15
01999	2	12/18/13	150	Printing Expense B/W	\$ 1.05
01999	2	12/18/13	150	Printing Expense B/W	\$ 2.10
01999	2	12/19/13	150	Printing Expense B/W	\$ 2.85
01999	2	12/20/13	150	Printing Expense B/W	\$ 0.15
01999	2	12/24/13	150	Printing Expense B/W	\$ 0.15
01999	2	01/09/14	150	Printing Expense B/W	\$ 0.30
01999	2	01/09/14	150	Printing Expense B/W	\$ 0.15
01999	2	01/10/14	150	Printing Expense B/W	\$ 0.30
01999	2	01/13/14	150	Printing Expense B/W	\$ 0.15
01999	2	01/13/14	150	Printing Expense B/W	\$ 0.30
01999	2	01/14/14	150	Printing Expense B/W	\$ 0.15
01999	2	01/28/14	150	Printing Expense B/W	\$ 0.15
01999	2	01/28/14	150	Printing Expense B/W	\$ 0.15
01999	2	01/28/14	150	Printing Expense B/W	\$ 0.15
01999	2	01/28/14	150	Printing Expense B/W	\$ 0.15
01999	2	01/28/14	150	Printing Expense B/W	\$ 1.65
01999	2	01/28/14	150	Printing Expense B/W	\$ 1.65
01999	2	01/28/14	150	Printing Expense B/W	\$ 0.30
01999	2	02/04/14	150	Printing Expense B/W	\$ 0.15
01999	2	02/25/14	150	Printing Expense B/W	\$ 0.15
01999	2	02/27/14	150	Printing Expense B/W	\$ 0.90
01999	2	02/27/14	150	Printing Expense B/W	\$ 0.75
01999	2	02/27/14	150	Printing Expense B/W	\$ 0.75
01999	2	02/27/14	150	Printing Expense B/W	\$ 0.15
01999	2	02/27/14	150	Printing Expense B/W	\$ 0.15
01999	2	02/27/14	150	Printing Expense B/W	\$ 0.75
01999	2	02/27/14	150	Printing Expense B/W	\$ 0.75

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

Client	Mtr	Date	Exp Code	Description	Amount
01999	2	02/27/14	150	Printing Expense B/W	\$ 20.40
01999	2	03/03/14	150	Printing Expense B/W	\$ 0.30
01999	2	03/03/14	150	Printing Expense B/W	\$ 0.15
01999	2	03/04/14	150	Printing Expense B/W	\$ 0.90
01999	2	03/04/14	150	Printing Expense B/W	\$ 1.20
01999	2	03/17/14	150	Printing Expense B/W	\$ 1.35
01999	2	03/20/14	150	Printing Expense B/W	\$ 0.15
01999	2	03/20/14	150	Printing Expense B/W	\$ 0.15
01999	2	03/25/14	150	Printing Expense B/W	\$ 0.45
01999	2	03/26/14	150	Printing Expense B/W	\$ 0.15
01999	2	04/02/14	150	Printing Expense B/W	\$ 0.15
01999	2	04/02/14	150	Printing Expense B/W	\$ 0.15
01999	2	04/08/14	150	Printing Expense B/W	\$ 0.15
01999	2	04/11/14	150	Printing Expense B/W	\$ 0.45
01999	2	04/11/14	150	Printing Expense B/W	\$ 0.15
01999	2	04/11/14	150	Printing Expense B/W	\$ 0.15
01999	2	05/13/14	150	Printing Expense B/W	\$ 3.00
01999	2	05/16/14	150	Printing Expense B/W	\$ 0.15
01999	2	05/16/14	150	Printing Expense B/W	\$ 0.15
01999	2	05/16/14	150	Printing Expense B/W	\$ 0.15
01999	2	05/16/14	150	Printing Expense B/W	\$ 0.15
01999	2	05/16/14	150	Printing Expense B/W	\$ 0.15
01999	2	05/27/14	150	Printing Expense B/W	\$ 0.30
01999	2	05/27/14	150	Printing Expense B/W	\$ 0.30
01999	2	06/05/14	150	Printing Expense B/W	\$ 0.45
01999	2	06/20/14	150	Printing Expense B/W	\$ 125.55
01999	2	06/20/14	150	Printing Expense B/W	\$ 0.90
01999	2	06/20/14	150	Printing Expense B/W	\$ 0.15
01999	2	06/20/14	150	Printing Expense B/W	\$ 1.20
01999	2	06/20/14	150	Printing Expense B/W	\$ 0.15
01999	2	06/20/14	150	Printing Expense B/W	\$ 0.15
01999	2	06/20/14	150	Printing Expense B/W	\$ 0.15
01999	2	06/23/14	150	Printing Expense B/W	\$ 0.15
01999	2	06/23/14	150	Printing Expense B/W	\$ 0.15
01999	2	06/27/14	150	Printing Expense B/W	\$ 2.40
01999	2	06/27/14	150	Printing Expense B/W	\$ 2.40
01999	2	06/27/14	150	Printing Expense B/W	\$ 2.70
01999	2	06/27/14	150	Printing Expense B/W	\$ 4.20
01999	2	07/03/14	150	Printing Expense B/W	\$ 0.30
01999	2	07/10/14	150	Printing Expense B/W	\$ 2.70
01999	2	07/10/14	150	Printing Expense B/W	\$ 3.15
01999	2	07/10/14	150	Printing Expense B/W	\$ 2.70
01999	2	07/10/14	150	Printing Expense B/W	\$ 0.15

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

Client	Mtr	Date	Exp Code	Description	Amount
01999	2	07/10/14	150	Printing Expense B/W	\$ 0.15
01999	2	07/16/14	150	Printing Expense B/W	\$ 0.15
01999	2	07/17/14	150	Printing Expense B/W	\$ 0.90
01999	2	07/17/14	150	Printing Expense B/W	\$ 1.05
01999	2	07/17/14	150	Printing Expense B/W	\$ 0.90
01999	2	07/17/14	150	Printing Expense B/W	\$ 0.15
01999	2	07/23/14	150	Printing Expense B/W	\$ 0.15
01999	2	07/24/14	150	Printing Expense B/W	\$ 0.30
01999	2	07/24/14	150	Printing Expense B/W	\$ 0.30
01999	2	07/24/14	150	Printing Expense B/W	\$ 0.15
01999	2	07/28/14	150	Printing Expense B/W	\$ 67.65
01999	2	07/30/14	150	Printing Expense B/W	\$ 2.70
01999	2	07/30/14	150	Printing Expense B/W	\$ 55.80
01999	2	07/30/14	150	Printing Expense B/W	\$ 0.90
01999	2	07/30/14	150	Printing Expense B/W	\$ 23.70
01999	2	07/30/14	150	Printing Expense B/W	\$ 0.90
01999	2	07/30/14	150	Printing Expense B/W	\$ 1.35
01999	2	07/30/14	150	Printing Expense B/W	\$ 0.90
01999	2	07/30/14	150	Printing Expense B/W	\$ 1.80
01999	2	08/04/14	150	Printing Expense B/W	\$ 0.45
01999	2	08/05/14	150	Printing Expense B/W	\$ 0.15
01999	2	08/18/14	150	Printing Expense B/W	\$ 0.15
01999	2	08/18/14	150	Printing Expense B/W	\$ 0.15
01999	2	08/19/14	150	Printing Expense B/W	\$ 0.15
01999	2	08/19/14	150	Printing Expense B/W	\$ 0.15
01999	2	08/19/14	150	Printing Expense B/W	\$ 0.15
01999	2	08/19/14	150	Printing Expense B/W	\$ 0.15
01999	2	08/19/14	150	Printing Expense B/W	\$ 0.30
01999	2	08/20/14	150	Printing Expense B/W	\$ 0.15
01999	2	08/21/14	150	Printing Expense B/W	\$ 0.45
01999	2	08/21/14	150	Printing Expense B/W	\$ 0.45
01999	2	08/25/14	150	Printing Expense B/W	\$ 1.65
01999	2	08/25/14	150	Printing Expense B/W	\$ 0.60
01999	2	08/25/14	150	Printing Expense B/W	\$ 1.65
01999	2	08/26/14	150	Printing Expense B/W	\$ 0.15
01999	2	08/28/14	150	Printing Expense B/W	\$ 1.35
01999	2	08/28/14	150	Printing Expense B/W	\$ 0.15
01999	2	08/28/14	150	Printing Expense B/W	\$ 0.45
01999	2	08/28/14	150	Printing Expense B/W	\$ 1.35
01999	2	08/29/14	150	Printing Expense B/W	\$ 0.15
01999	2	09/03/14	150	Printing Expense B/W	\$ 0.15
01999	2	09/03/14	150	Printing Expense B/W	\$ 0.45
01999	2	09/04/14	150	Printing Expense B/W	\$ 0.45

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

Client	Mtr	Date	Exp Code	Description	Amount
01999	2	09/04/14	150	Printing Expense B/W	\$ 0.30
01999	2	09/04/14	150	Printing Expense B/W	\$ 0.45
01999	2	09/04/14	150	Printing Expense B/W	\$ 0.15
01999	2	09/08/14	150	Printing Expense B/W	\$ 0.30
01999	2	09/10/14	150	Printing Expense B/W	\$ 0.45
01999	2	09/11/14	150	Printing Expense B/W	\$ 0.30
01999	2	09/12/14	150	Printing Expense B/W	\$ 0.45
01999	2	09/12/14	150	Printing Expense B/W	\$ 0.15
01999	2	09/15/14	150	Printing Expense B/W	\$ 0.15
01999	2	09/15/14	150	Printing Expense B/W	\$ 0.15
01999	2	09/23/14	150	Printing Expense B/W	\$ 1.50
01999	2	09/23/14	150	Printing Expense B/W	\$ 1.50
01999	2	09/24/14	150	Printing Expense B/W	\$ 0.15
01999	2	09/30/14	150	Printing Expense B/W	\$ 0.15
01999	2	10/06/14	150	Printing Expense B/W	\$ 0.75
01999	2	10/06/14	150	Printing Expense B/W	\$ 0.15
01999	2	10/07/14	150	Printing Expense B/W	\$ 0.60
01999	2	10/07/14	150	Printing Expense B/W	\$ 0.60
01999	2	10/07/14	150	Printing Expense B/W	\$ 1.80
01999	2	10/15/14	150	Printing Expense B/W	\$ 0.60
01999	2	10/16/14	150	Printing Expense B/W	\$ 0.30
01999	2	10/24/14	150	Printing Expense B/W	\$ 0.15
01999	2	11/06/14	150	Printing Expense B/W	\$ 0.15
01999	2	11/07/14	150	Printing Expense B/W	\$ 0.90
01999	2	11/07/14	150	Printing Expense B/W	\$ 0.15
01999	2	11/10/14	150	Printing Expense B/W	\$ 0.60
01999	2	11/10/14	150	Printing Expense B/W	\$ 0.15
01999	2	11/10/14	150	Printing Expense B/W	\$ 0.90
01999	2	11/10/14	150	Printing Expense B/W	\$ 1.05
01999	2	11/10/14	150	Printing Expense B/W	\$ 1.20
01999	2	11/13/14	150	Printing Expense B/W	\$ 0.45
01999	2	11/14/14	150	Printing Expense B/W	\$ 1.20
01999	2	11/14/14	150	Printing Expense B/W	\$ 1.65
01999	2	11/17/14	150	Printing Expense B/W	\$ 0.15
01999	2	11/19/14	150	Printing Expense B/W	\$ 1.20
01999	2	11/19/14	150	Printing Expense B/W	\$ 0.15
01999	2	11/24/14	150	Printing Expense B/W	\$ 0.45
01999	2	11/25/14	150	Printing Expense B/W	\$ 4.05
01999	2	11/25/14	150	Printing Expense B/W	\$ 1.20
01999	2	11/25/14	150	Printing Expense B/W	\$ 4.05
01999	2	11/26/14	150	Printing Expense B/W	\$ 0.75
01999	2	11/26/14	150	Printing Expense B/W	\$ 9.90
01999	2	11/26/14	150	Printing Expense B/W	\$ 0.30

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

Client	Mtr	Date	Exp Code	Description	Amount
01999	2	11/26/14	150	Printing Expense B/W	\$ 10.65
01999	2	12/01/14	150	Printing Expense B/W	\$ 0.45
01999	2	12/01/14	150	Printing Expense B/W	\$ 0.15
01999	2	12/01/14	150	Printing Expense B/W	\$ 0.15
01999	2	12/02/14	150	Printing Expense B/W	\$ 1.65
01999	2	12/02/14	150	Printing Expense B/W	\$ 0.30
01999	2	12/02/14	150	Printing Expense B/W	\$ 0.30
01999	2	12/02/14	150	Printing Expense B/W	\$ 1.65
01999	2	12/02/14	150	Printing Expense B/W	\$ 21.30
01999	2	12/02/14	150	Printing Expense B/W	\$ 10.65
01999	2	12/03/14	150	Printing Expense B/W	\$ 5.10
01999	2	12/04/14	150	Printing Expense B/W	\$ 5.10
01999	2	12/04/14	150	Printing Expense B/W	\$ 0.15
01999	2	12/04/14	150	Printing Expense B/W	\$ 0.15
01999	2	12/04/14	150	Printing Expense B/W	\$ 1.20
01999	2	12/04/14	150	Printing Expense B/W	\$ 0.30
01999	2	12/04/14	150	Printing Expense B/W	\$ 0.30
01999	2	12/05/14	150	Printing Expense B/W	\$ 1.65
01999	2	12/05/14	150	Printing Expense B/W	\$ 0.15
01999	2	12/05/14	150	Printing Expense B/W	\$ 0.15
01999	2	12/08/14	150	Printing Expense B/W	\$ 0.60
01999	2	12/08/14	150	Printing Expense B/W	\$ 0.30
01999	2	12/08/14	150	Printing Expense B/W	\$ 1.65
01999	2	12/08/14	150	Printing Expense B/W	\$ 1.65
01999	2	12/08/14	150	Printing Expense B/W	\$ 0.15
01999	2	12/08/14	150	Printing Expense B/W	\$ 0.15
01999	2	12/08/14	150	Printing Expense B/W	\$ 0.45
01999	2	12/08/14	150	Printing Expense B/W	\$ 34.65
01999	2	12/09/14	150	Printing Expense B/W	\$ 0.15
01999	2	12/10/14	150	Printing Expense B/W	\$ 22.35
01999	2	12/15/14	150	Printing Expense B/W	\$ 0.60
01999	2	12/15/14	150	Printing Expense B/W	\$ 0.60
01999	2	12/15/14	150	Printing Expense B/W	\$ 0.60
01999	2	12/15/14	150	Printing Expense B/W	\$ 0.60
01999	2	12/15/14	150	Printing Expense B/W	\$ 0.60
01999	2	12/15/14	150	Printing Expense B/W	\$ 0.60
01999	2	12/15/14	150	Printing Expense B/W	\$ 0.60
01999	2	12/15/14	150	Printing Expense B/W	\$ 0.60
01999	2	12/15/14	150	Printing Expense B/W	\$ 0.60
01999	2	12/15/14	150	Printing Expense B/W	\$ 0.60
01999	2	12/15/14	150	Printing Expense B/W	\$ 0.45
01999	2	12/15/14	150	Printing Expense B/W	\$ 0.45

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

Client	Mtr	Date	Exp Code	Description	Amount
01999	2	12/15/14	150	Printing Expense B/W	\$ 0.60
01999	2	12/15/14	150	Printing Expense B/W	\$ 0.45
01999	2	12/15/14	150	Printing Expense B/W	\$ 0.45
01999	2	12/15/14	150	Printing Expense B/W	\$ 0.45
01999	2	12/16/14	150	Printing Expense B/W	\$ 0.60
01999	2	12/17/14	150	Printing Expense B/W	\$ 0.60
01999	2	12/17/14	150	Printing Expense B/W	\$ 0.60
01999	2	12/17/14	150	Printing Expense B/W	\$ 0.60
01999	2	12/18/14	150	Printing Expense B/W	\$ 0.30
01999	2	12/18/14	150	Printing Expense B/W	\$ 0.60
01999	2	12/18/14	150	Printing Expense B/W	\$ 0.45
01999	2	12/18/14	150	Printing Expense B/W	\$ 1.20
01999	2	12/19/14	150	Printing Expense B/W	\$ 0.60
01999	2	12/19/14	150	Printing Expense B/W	\$ 0.15
01999	2	12/19/14	150	Printing Expense B/W	\$ 0.15
01999	2	12/19/14	150	Printing Expense B/W	\$ 0.15
01999	2	12/19/14	150	Printing Expense B/W	\$ 0.15
01999	2	12/19/14	150	Printing Expense B/W	\$ 0.45
01999	2	12/19/14	150	Printing Expense B/W	\$ 0.15
01999	2	12/19/14	150	Printing Expense B/W	\$ 0.15
01999	2	12/19/14	150	Printing Expense B/W	\$ 0.15
01999	2	12/19/14	150	Printing Expense B/W	\$ 0.30
01999	2	12/19/14	150	Printing Expense B/W	\$ 0.15
01999	2	12/22/14	150	Printing Expense B/W	\$ 0.15
01999	2	12/22/14	150	Printing Expense B/W	\$ 0.15
01999	2	12/23/14	150	Printing Expense B/W	\$ 0.45
01999	2	12/23/14	150	Printing Expense B/W	\$ 0.45
01999	2	12/23/14	150	Printing Expense B/W	\$ 12.15
01999	2	12/23/14	150	Printing Expense B/W	\$ 0.15
01999	2	12/23/14	150	Printing Expense B/W	\$ 0.15
01999	2	12/23/14	150	Printing Expense B/W	\$ 1.65
01999	2	12/23/14	150	Printing Expense B/W	\$ 0.45
01999	2	12/24/14	150	Printing Expense B/W	\$ 0.60
01999	2	12/24/14	150	Printing Expense B/W	\$ 1.20
01999	2	12/24/14	150	Printing Expense B/W	\$ 0.60
01999	2	12/24/14	150	Printing Expense B/W	\$ 0.15
01999	2	12/24/14	150	Printing Expense B/W	\$ 0.60
01999	2	12/29/14	150	Printing Expense B/W	\$ 0.30
01999	2	12/30/14	150	Printing Expense B/W	\$ 0.15
01999	2	12/31/14	150	Printing Expense B/W	\$ 0.45
01999	2	12/31/14	150	Printing Expense B/W	\$ 0.60
01999	2	12/31/14	150	Printing Expense B/W	\$ 0.60
01999	2	12/31/14	150	Printing Expense B/W	\$ 0.60

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

Client	Mtr	Date	Exp Code	Description	Amount
01999	2	12/31/14	150	Printing Expense B/W	\$ 0.60
01999	2	12/31/14	150	Printing Expense B/W	\$ 0.15
01999	2	12/31/14	150	Printing Expense B/W	\$ 0.15
01999	2	12/31/14	150	Printing Expense B/W	\$ 0.60
01999	2	12/31/14	150	Printing Expense B/W	\$ 1.05
01999	2	01/01/15	150	Printing Expense B/W	\$ 0.90
01999	2	01/05/15	150	Printing Expense B/W	\$ 3.45
01999	2	01/05/15	150	Printing Expense B/W	\$ 0.90
01999	2	01/05/15	150	Printing Expense B/W	\$ 0.90
01999	2	01/05/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/05/15	150	Printing Expense B/W	\$ 0.30
01999	2	01/05/15	150	Printing Expense B/W	\$ 0.30
01999	2	01/05/15	150	Printing Expense B/W	\$ 0.30
01999	2	01/05/15	150	Printing Expense B/W	\$ 0.45
01999	2	01/05/15	150	Printing Expense B/W	\$ 0.60
01999	2	01/05/15	150	Printing Expense B/W	\$ 0.60
01999	2	01/05/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/05/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/05/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/05/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/05/15	150	Printing Expense B/W	\$ 0.60
01999	2	01/05/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/05/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/07/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/07/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/07/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/08/15	150	Printing Expense B/W	\$ 0.45
01999	2	01/08/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/08/15	150	Printing Expense B/W	\$ 0.60
01999	2	01/08/15	150	Printing Expense B/W	\$ 0.30
01999	2	01/08/15	150	Printing Expense B/W	\$ 0.30
01999	2	01/08/15	150	Printing Expense B/W	\$ 0.60
01999	2	01/08/15	150	Printing Expense B/W	\$ 0.60
01999	2	01/08/15	150	Printing Expense B/W	\$ 0.45
01999	2	01/08/15	150	Printing Expense B/W	\$ 0.60
01999	2	01/08/15	150	Printing Expense B/W	\$ 0.30
01999	2	01/08/15	150	Printing Expense B/W	\$ 0.45
01999	2	01/08/15	150	Printing Expense B/W	\$ 0.45
01999	2	01/08/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/08/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/08/15	150	Printing Expense B/W	\$ 0.45
01999	2	01/08/15	150	Printing Expense B/W	\$ 0.90
01999	2	01/08/15	150	Printing Expense B/W	\$ 0.60

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

Client	Mtr	Date	Exp Code	Description	Amount
01999	2	01/08/15	150	Printing Expense B/W	\$ 1.20
01999	2	01/08/15	150	Printing Expense B/W	\$ 1.05
01999	2	01/08/15	150	Printing Expense B/W	\$ 0.30
01999	2	01/08/15	150	Printing Expense B/W	\$ 0.30
01999	2	01/08/15	150	Printing Expense B/W	\$ 0.90
01999	2	01/08/15	150	Printing Expense B/W	\$ 1.65
01999	2	01/09/15	150	Printing Expense B/W	\$ 0.45
01999	2	01/09/15	150	Printing Expense B/W	\$ 0.60
01999	2	01/09/15	150	Printing Expense B/W	\$ 0.45
01999	2	01/09/15	150	Printing Expense B/W	\$ 0.60
01999	2	01/09/15	150	Printing Expense B/W	\$ 0.60
01999	2	01/09/15	150	Printing Expense B/W	\$ 0.60
01999	2	01/12/15	150	Printing Expense B/W	\$ 0.30
01999	2	01/12/15	150	Printing Expense B/W	\$ 0.30
01999	2	01/12/15	150	Printing Expense B/W	\$ 0.30
01999	2	01/12/15	150	Printing Expense B/W	\$ 0.90
01999	2	01/12/15	150	Printing Expense B/W	\$ 3.00
01999	2	01/12/15	150	Printing Expense B/W	\$ 6.00
01999	2	01/12/15	150	Printing Expense B/W	\$ 0.75
01999	2	01/12/15	150	Printing Expense B/W	\$ 0.45
01999	2	01/12/15	150	Printing Expense B/W	\$ 0.60
01999	2	01/12/15	150	Printing Expense B/W	\$ 12.15
01999	2	01/13/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/13/15	150	Printing Expense B/W	\$ 11.55
01999	2	01/13/15	150	Printing Expense B/W	\$ 0.45
01999	2	01/13/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/13/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/13/15	150	Printing Expense B/W	\$ 0.45
01999	2	01/13/15	150	Printing Expense B/W	\$ 3.00
01999	2	01/13/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/13/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/13/15	150	Printing Expense B/W	\$ 0.45
01999	2	01/13/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/13/15	150	Printing Expense B/W	\$ 0.90
01999	2	01/13/15	150	Printing Expense B/W	\$ 0.90
01999	2	01/13/15	150	Printing Expense B/W	\$ 0.75
01999	2	01/13/15	150	Printing Expense B/W	\$ 0.90
01999	2	01/13/15	150	Printing Expense B/W	\$ 0.90
01999	2	01/13/15	150	Printing Expense B/W	\$ 5.25
01999	2	01/13/15	150	Printing Expense B/W	\$ 0.30
01999	2	01/13/15	150	Printing Expense B/W	\$ 0.60
01999	2	01/14/15	150	Printing Expense B/W	\$ 6.15
01999	2	01/15/15	150	Printing Expense B/W	\$ 0.90

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

Client	Mtr	Date	Exp Code	Description	Amount
01999	2	01/15/15	150	Printing Expense B/W	\$ 0.45
01999	2	01/15/15	150	Printing Expense B/W	\$ 0.45
01999	2	01/15/15	150	Printing Expense B/W	\$ 1.05
01999	2	01/15/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/15/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/15/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/15/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/15/15	150	Printing Expense B/W	\$ 0.30
01999	2	01/15/15	150	Printing Expense B/W	\$ 0.90
01999	2	01/15/15	150	Printing Expense B/W	\$ 0.30
01999	2	01/15/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/15/15	150	Printing Expense B/W	\$ 0.45
01999	2	01/15/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/15/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/15/15	150	Printing Expense B/W	\$ 0.30
01999	2	01/15/15	150	Printing Expense B/W	\$ 0.45
01999	2	01/15/15	150	Printing Expense B/W	\$ 0.45
01999	2	01/15/15	150	Printing Expense B/W	\$ 1.35
01999	2	01/20/15	150	Printing Expense B/W	\$ 0.30
01999	2	01/20/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/20/15	150	Printing Expense B/W	\$ 0.30
01999	2	01/20/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/20/15	150	Printing Expense B/W	\$ 0.30
01999	2	01/20/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/20/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/20/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/20/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/20/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/20/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/20/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/20/15	150	Printing Expense B/W	\$ 2.25
01999	2	01/21/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/22/15	150	Printing Expense B/W	\$ 0.30
01999	2	01/22/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/22/15	150	Printing Expense B/W	\$ 0.30
01999	2	01/22/15	150	Printing Expense B/W	\$ 0.30
01999	2	01/22/15	150	Printing Expense B/W	\$ 0.45
01999	2	01/22/15	150	Printing Expense B/W	\$ 9.00
01999	2	01/22/15	150	Printing Expense B/W	\$ 0.30
01999	2	01/22/15	150	Printing Expense B/W	\$ 0.45
01999	2	01/22/15	150	Printing Expense B/W	\$ 3.15
01999	2	01/22/15	150	Printing Expense B/W	\$ 22.95

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

Client	Mtr	Date	Exp Code	Description	Amount
01999	2	01/23/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/23/15	150	Printing Expense B/W	\$ 0.45
01999	2	01/23/15	150	Printing Expense B/W	\$ 0.45
01999	2	01/23/15	150	Printing Expense B/W	\$ 0.30
01999	2	01/23/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/26/15	150	Printing Expense B/W	\$ 3.30
01999	2	01/26/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/26/15	150	Printing Expense B/W	\$ 0.30
01999	2	01/26/15	150	Printing Expense B/W	\$ 3.00
01999	2	01/26/15	150	Printing Expense B/W	\$ 3.00
01999	2	01/26/15	150	Printing Expense B/W	\$ 4.80
01999	2	01/27/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/27/15	150	Printing Expense B/W	\$ 0.60
01999	2	01/27/15	150	Printing Expense B/W	\$ 0.30
01999	2	01/27/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/28/15	150	Printing Expense B/W	\$ 1.35
01999	2	01/28/15	150	Printing Expense B/W	\$ 1.35
01999	2	01/28/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/28/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/28/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/28/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/29/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/29/15	150	Printing Expense B/W	\$ 3.00
01999	2	01/29/15	150	Printing Expense B/W	\$ 0.45
01999	2	01/29/15	150	Printing Expense B/W	\$ 0.60
01999	2	01/29/15	150	Printing Expense B/W	\$ 0.60
01999	2	01/29/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/29/15	150	Printing Expense B/W	\$ 4.80
01999	2	01/29/15	150	Printing Expense B/W	\$ 0.30
01999	2	01/29/15	150	Printing Expense B/W	\$ 1.65
01999	2	01/29/15	150	Printing Expense B/W	\$ 0.60
01999	2	01/29/15	150	Printing Expense B/W	\$ 0.30
01999	2	01/29/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/29/15	150	Printing Expense B/W	\$ 1.35
01999	2	01/29/15	150	Printing Expense B/W	\$ 3.00
01999	2	01/29/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/29/15	150	Printing Expense B/W	\$ 0.60
01999	2	01/29/15	150	Printing Expense B/W	\$ 3.00
01999	2	01/29/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/29/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/29/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/30/15	150	Printing Expense B/W	\$ 0.15
01999	2	01/30/15	150	Printing Expense B/W	\$ 1.80

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

Client	Mtr	Date	Exp Code	Description	Amount
01999	2	01/30/15	150	Printing Expense B/W	\$ 0.45
01999	2	01/30/15	150	Printing Expense B/W	\$ 1.80
01999	2	02/02/15	150	Printing Expense B/W	\$ 14.85
01999	2	02/02/15	150	Printing Expense B/W	\$ 17.25
01999	2	02/02/15	150	Printing Expense B/W	\$ 2.70
01999	2	02/02/15	150	Printing Expense B/W	\$ 7.05
01999	2	02/02/15	150	Printing Expense B/W	\$ 5.25
01999	2	02/02/15	150	Printing Expense B/W	\$ 17.25
01999	2	02/02/15	150	Printing Expense B/W	\$ 13.35
01999	2	02/02/15	150	Printing Expense B/W	\$ 41.55
01999	2	02/02/15	150	Printing Expense B/W	\$ 3.00
01999	2	02/02/15	150	Printing Expense B/W	\$ 3.00
01999	2	02/02/15	150	Printing Expense B/W	\$ 9.90
01999	2	02/02/15	150	Printing Expense B/W	\$ 22.35
01999	2	02/02/15	150	Printing Expense B/W	\$ 1.80
01999	2	02/02/15	150	Printing Expense B/W	\$ 0.30
01999	2	02/02/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/02/15	150	Printing Expense B/W	\$ 1.80
01999	2	02/02/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/03/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/03/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/03/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/03/15	150	Printing Expense B/W	\$ 0.30
01999	2	02/03/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/03/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/03/15	150	Printing Expense B/W	\$ 0.30
01999	2	02/03/15	150	Printing Expense B/W	\$ 0.30
01999	2	02/03/15	150	Printing Expense B/W	\$ 0.30
01999	2	02/03/15	150	Printing Expense B/W	\$ 0.30
01999	2	02/03/15	150	Printing Expense B/W	\$ 0.30
01999	2	02/03/15	150	Printing Expense B/W	\$ 0.30
01999	2	02/03/15	150	Printing Expense B/W	\$ 0.30
01999	2	02/03/15	150	Printing Expense B/W	\$ 0.30
01999	2	02/03/15	150	Printing Expense B/W	\$ 0.30
01999	2	02/03/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/03/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/03/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/04/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/04/15	150	Printing Expense B/W	\$ 1.20
01999	2	02/05/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/05/15	150	Printing Expense B/W	\$ 1.50
01999	2	02/05/15	150	Printing Expense B/W	\$ 0.15

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

Client	Mtr	Date	Exp Code	Description	Amount
01999	2	02/06/15	150	Printing Expense B/W	\$ 0.45
01999	2	02/09/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/09/15	150	Printing Expense B/W	\$ 0.75
01999	2	02/09/15	150	Printing Expense B/W	\$ 1.80
01999	2	02/09/15	150	Printing Expense B/W	\$ 1.50
01999	2	02/09/15	150	Printing Expense B/W	\$ 2.85
01999	2	02/09/15	150	Printing Expense B/W	\$ 4.80
01999	2	02/09/15	150	Printing Expense B/W	\$ 0.30
01999	2	02/09/15	150	Printing Expense B/W	\$ 1.20
01999	2	02/09/15	150	Printing Expense B/W	\$ 0.60
01999	2	02/09/15	150	Printing Expense B/W	\$ 1.05
01999	2	02/09/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/10/15	150	Printing Expense B/W	\$ 0.75
01999	2	02/10/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/10/15	150	Printing Expense B/W	\$ 0.30
01999	2	02/11/15	150	Printing Expense B/W	\$ 1.20
01999	2	02/11/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/11/15	150	Printing Expense B/W	\$ 1.50
01999	2	02/11/15	150	Printing Expense B/W	\$ 1.65
01999	2	02/12/15	150	Printing Expense B/W	\$ 0.30
01999	2	02/12/15	150	Printing Expense B/W	\$ 0.75
01999	2	02/12/15	150	Printing Expense B/W	\$ 0.75
01999	2	02/12/15	150	Printing Expense B/W	\$ 0.45
01999	2	02/12/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/12/15	150	Printing Expense B/W	\$ 0.45
01999	2	02/12/15	150	Printing Expense B/W	\$ 0.30
01999	2	02/12/15	150	Printing Expense B/W	\$ 60.45
01999	2	02/12/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/12/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/13/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/13/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/13/15	150	Printing Expense B/W	\$ 0.30
01999	2	02/13/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/13/15	150	Printing Expense B/W	\$ 0.30
01999	2	02/17/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/17/15	150	Printing Expense B/W	\$ 0.30
01999	2	02/17/15	150	Printing Expense B/W	\$ 0.30
01999	2	02/17/15	150	Printing Expense B/W	\$ 0.30
01999	2	02/17/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/17/15	150	Printing Expense B/W	\$ 0.45
01999	2	02/18/15	150	Printing Expense B/W	\$ 0.90
01999	2	02/19/15	150	Printing Expense B/W	\$ 0.30
01999	2	02/19/15	150	Printing Expense B/W	\$ 0.30

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

Client	Mtr	Date	Exp Code	Description	Amount
01999	2	02/19/15	150	Printing Expense B/W	\$ 1.65
01999	2	02/20/15	150	Printing Expense B/W	\$ 0.45
01999	2	02/20/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/23/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/23/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/23/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/23/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/23/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/23/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/23/15	150	Printing Expense B/W	\$ 6.60
01999	2	02/24/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/24/15	150	Printing Expense B/W	\$ 2.40
01999	2	02/24/15	150	Printing Expense B/W	\$ 10.65
01999	2	02/26/15	150	Printing Expense B/W	\$ 0.15
01999	2	02/26/15	150	Printing Expense B/W	\$ 0.30
01999	2	02/27/15	150	Printing Expense B/W	\$ 0.15
01999	2	03/02/15	150	Printing Expense B/W	\$ 0.45
01999	2	03/03/15	150	Printing Expense B/W	\$ 22.95
01999	2	03/03/15	150	Printing Expense B/W	\$ 0.45
01999	2	03/03/15	150	Printing Expense B/W	\$ 0.60
01999	2	03/03/15	150	Printing Expense B/W	\$ 0.15
01999	2	03/03/15	150	Printing Expense B/W	\$ 0.15
01999	2	03/03/15	150	Printing Expense B/W	\$ 0.30
01999	2	03/03/15	150	Printing Expense B/W	\$ 0.15
01999	2	03/03/15	150	Printing Expense B/W	\$ 0.15
01999	2	03/03/15	150	Printing Expense B/W	\$ 0.30
01999	2	03/03/15	150	Printing Expense B/W	\$ 0.15
01999	2	03/03/15	150	Printing Expense B/W	\$ 0.15
01999	2	03/05/15	150	Printing Expense B/W	\$ 8.70
01999	2	03/05/15	150	Printing Expense B/W	\$ 8.70
01999	2	03/05/15	150	Printing Expense B/W	\$ 0.15
01999	2	03/05/15	150	Printing Expense B/W	\$ 0.60
01999	2	03/05/15	150	Printing Expense B/W	\$ 0.15
01999	2	03/05/15	150	Printing Expense B/W	\$ 0.15
01999	2	03/05/15	150	Printing Expense B/W	\$ 0.15
01999	2	03/06/15	150	Printing Expense B/W	\$ 9.60
01999	2	03/06/15	150	Printing Expense B/W	\$ 5.25
01999	2	03/06/15	150	Printing Expense B/W	\$ 0.15
01999	2	03/09/15	150	Printing Expense B/W	\$ 0.75
01999	2	03/09/15	150	Printing Expense B/W	\$ 1.20
01999	2	03/10/15	150	Printing Expense B/W	\$ 2.10
01999	2	03/11/15	150	Printing Expense B/W	\$ 0.75
01999	2	03/12/15	150	Printing Expense B/W	\$ 0.15
01999	2	03/12/15	150	Printing Expense B/W	\$ 0.45
01999	2	03/12/15	150	Printing Expense B/W	\$ 0.90
01999	2	03/12/15	150	Printing Expense B/W	\$ 0.15

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

Client	Mtr	Date	Exp Code	Description	Amount
01999	2	03/13/15	150	Printing Expense B/W	\$ 0.15
01999	2	03/16/15	150	Printing Expense B/W	\$ 0.15
01999	2	03/18/15	150	Printing Expense B/W	\$ 4.35
01999	2	03/18/15	150	Printing Expense B/W	\$ 0.30
01999	2	03/18/15	150	Printing Expense B/W	\$ 0.15
01999	2	03/19/15	150	Printing Expense B/W	\$ 1.05
01999	2	03/19/15	150	Printing Expense B/W	\$ 9.15
01999	2	03/26/15	150	Printing Expense B/W	\$ 0.30
01999	2	03/26/15	150	Printing Expense B/W	\$ 1.05
01999	2	03/26/15	150	Printing Expense B/W	\$ 3.00
01999	2	03/26/15	150	Printing Expense B/W	\$ 0.30
01999	2	03/31/15	150	Printing Expense B/W	\$ 0.15
01999	2	04/01/15	150	Printing Expense B/W	\$ 1.20
01999	2	04/02/15	150	Printing Expense B/W	\$ 0.15
01999	2	04/02/15	150	Printing Expense B/W	\$ 0.15
01999	2	04/02/15	150	Printing Expense B/W	\$ 1.50
01999	2	04/02/15	150	Printing Expense B/W	\$ 0.15
01999	2	04/02/15	150	Printing Expense B/W	\$ 0.15
01999	2	04/02/15	150	Printing Expense B/W	\$ 0.15
01999	2	04/02/15	150	Printing Expense B/W	\$ 0.15
01999	2	04/02/15	150	Printing Expense B/W	\$ 0.15
01999	2	04/02/15	150	Printing Expense B/W	\$ 4.35
01999	2	04/02/15	150	Printing Expense B/W	\$ 0.15
01999	2	04/02/15	150	Printing Expense B/W	\$ 0.15
01999	2	04/02/15	150	Printing Expense B/W	\$ 0.15
01999	2	04/02/15	150	Printing Expense B/W	\$ 1.65
01999	2	04/02/15	150	Printing Expense B/W	\$ 1.65
01999	2	04/02/15	150	Printing Expense B/W	\$ 1.50
01999	2	04/07/15	150	Printing Expense B/W	\$ 0.15
01999	2	04/07/15	150	Printing Expense B/W	\$ 2.55
01999	2	04/07/15	150	Printing Expense B/W	\$ 0.15
01999	2	04/07/15	150	Printing Expense B/W	\$ 2.55
01999	2	04/07/15	150	Printing Expense B/W	\$ 11.55
01999	2	04/07/15	150	Printing Expense B/W	\$ 16.35
01999	2	04/07/15	150	Printing Expense B/W	\$ 2.40
01999	2	04/07/15	150	Printing Expense B/W	\$ 1.50
01999	2	04/07/15	150	Printing Expense B/W	\$ 0.15
01999	2	04/08/15	150	Printing Expense B/W	\$ 2.55
01999	2	04/08/15	150	Printing Expense B/W	\$ 13.65
01999	2	04/08/15	150	Printing Expense B/W	\$ 9.60
01999	2	04/08/15	150	Printing Expense B/W	\$ 2.55
01999	2	04/08/15	150	Printing Expense B/W	\$ 0.90

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

Client	Mtr	Date	Exp Code	Description	Amount
01999	2	04/08/15	150	Printing Expense B/W	\$ 2.70
01999	2	04/08/15	150	Printing Expense B/W	\$ 0.15
01999	2	04/15/15	150	Printing Expense B/W	\$ 2.70
01999	2	04/15/15	150	Printing Expense B/W	\$ 3.30
01999	2	04/15/15	150	Printing Expense B/W	\$ 7.20
01999	2	04/15/15	150	Printing Expense B/W	\$ 0.15
01999	2	04/15/15	150	Printing Expense B/W	\$ 0.15
01999	2	04/15/15	150	Printing Expense B/W	\$ 2.55
01999	2	04/15/15	150	Printing Expense B/W	\$ 1.05
01999	2	04/15/15	150	Printing Expense B/W	\$ 0.90
01999	2	04/15/15	150	Printing Expense B/W	\$ 0.15
01999	2	04/15/15	150	Printing Expense B/W	\$ 0.30
01999	2	04/15/15	150	Printing Expense B/W	\$ 0.45
01999	2	04/15/15	150	Printing Expense B/W	\$ 1.80
01999	2	04/15/15	150	Printing Expense B/W	\$ 0.15
01999	2	04/15/15	150	Printing Expense B/W	\$ 3.30
01999	2	04/15/15	150	Printing Expense B/W	\$ 2.40
01999	2	04/15/15	150	Printing Expense B/W	\$ 4.05
01999	2	04/15/15	150	Printing Expense B/W	\$ 0.15
01999	2	04/15/15	150	Printing Expense B/W	\$ 0.15
01999	2	04/15/15	150	Printing Expense B/W	\$ 3.30
01999	2	04/15/15	150	Printing Expense B/W	\$ 0.15
01999	2	04/16/15	150	Printing Expense B/W	\$ 10.95
01999	2	04/16/15	150	Printing Expense B/W	\$ 0.75
01999	2	04/16/15	150	Printing Expense B/W	\$ 2.10
01999	2	04/16/15	150	Printing Expense B/W	\$ 0.45
01999	2	04/16/15	150	Printing Expense B/W	\$ 11.25
01999	2	04/16/15	150	Printing Expense B/W	\$ 6.15
01999	2	04/16/15	150	Printing Expense B/W	\$ 15.60
01999	2	04/16/15	150	Printing Expense B/W	\$ 11.70
01999	2	04/16/15	150	Printing Expense B/W	\$ 14.85
01999	2	04/16/15	150	Printing Expense B/W	\$ 3.30
01999	2	04/16/15	150	Printing Expense B/W	\$ 0.30
01999	2	04/16/15	150	Printing Expense B/W	\$ 0.15
01999	2	04/16/15	150	Printing Expense B/W	\$ 0.15
01999	2	04/16/15	150	Printing Expense B/W	\$ 0.15
01999	2	04/16/15	150	Printing Expense B/W	\$ 0.30
01999	2	04/16/15	150	Printing Expense B/W	\$ 0.30
01999	2	04/16/15	150	Printing Expense B/W	\$ 0.30
01999	2	04/16/15	150	Printing Expense B/W	\$ 0.15
01999	2	04/16/15	150	Printing Expense B/W	\$ 0.30
01999	2	04/16/15	150	Printing Expense B/W	\$ 0.30
01999	2	04/16/15	150	Printing Expense B/W	\$ 0.15

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

Client	Mtr	Date	Exp Code	Description	Amount
01999	2	04/16/15	150	Printing Expense B/W	\$ 0.30
01999	2	04/16/15	150	Printing Expense B/W	\$ 0.30
01999	2	04/16/15	150	Printing Expense B/W	\$ 0.15
01999	2	04/16/15	150	Printing Expense B/W	\$ 3.30
01999	2	04/16/15	150	Printing Expense B/W	\$ 0.30
01999	2	04/16/15	150	Printing Expense B/W	\$ 0.15
01999	2	04/16/15	150	Printing Expense B/W	\$ 0.30
01999	2	04/17/15	150	Printing Expense B/W	\$ 6.60
01999	2	04/17/15	150	Printing Expense B/W	\$ 0.45
01999	2	04/17/15	150	Printing Expense B/W	\$ 60.00
01999	2	04/17/15	150	Printing Expense B/W	\$ 0.15
01999	2	04/21/15	150	Printing Expense B/W	\$ 0.15
01999	2	04/21/15	150	Printing Expense B/W	\$ 0.15
01999	2	04/22/15	150	Printing Expense B/W	\$ 0.45
01999	2	04/23/15	150	Printing Expense B/W	\$ 0.45
01999	2	04/23/15	150	Printing Expense B/W	\$ 0.45
01999	2	04/23/15	150	Printing Expense B/W	\$ 1.35
01999	2	04/23/15	150	Printing Expense B/W	\$ 0.75
01999	2	04/23/15	150	Printing Expense B/W	\$ 0.30
01999	2	04/27/15	150	Printing Expense B/W	\$ 0.45
01999	2	04/27/15	150	Printing Expense B/W	\$ 0.45
01999	2	04/27/15	150	Printing Expense B/W	\$ 0.45
01999	2	04/27/15	150	Printing Expense B/W	\$ 1.20
01999	2	04/27/15	150	Printing Expense B/W	\$ 0.15
01999	2	04/28/15	150	Printing Expense B/W	\$ 0.15
01999	2	05/05/15	150	Printing Expense B/W	\$ 13.50
01999	2	05/05/15	150	Printing Expense B/W	\$ 4.50
01999	2	05/05/15	150	Printing Expense B/W	\$ 2.40
01999	2	05/05/15	150	Printing Expense B/W	\$ 22.95
01999	2	05/05/15	150	Printing Expense B/W	\$ 0.45
01999	2	05/05/15	150	Printing Expense B/W	\$ 5.85
01999	2	05/05/15	150	Printing Expense B/W	\$ 1.65
01999	2	05/05/15	150	Printing Expense B/W	\$ 6.90
01999	2	05/05/15	150	Printing Expense B/W	\$ 13.50
01999	2	05/05/15	150	Printing Expense B/W	\$ 1.50
01999	2	05/06/15	150	Printing Expense B/W	\$ 10.35
01999	2	05/06/15	150	Printing Expense B/W	\$ 1.80
01999	2	05/06/15	150	Printing Expense B/W	\$ 0.15
01999	2	05/06/15	150	Printing Expense B/W	\$ 1.50
01999	2	05/06/15	150	Printing Expense B/W	\$ 0.30
01999	2	05/06/15	150	Printing Expense B/W	\$ 0.15
01999	2	05/07/15	150	Printing Expense B/W	\$ 2.40
01999	2	05/07/15	150	Printing Expense B/W	\$ 1.50

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

Client	Mtr	Date	Exp Code	Description	Amount
01999	2	05/07/15	150	Printing Expense B/W	\$ 0.15
01999	2	05/11/15	150	Printing Expense B/W	\$ 0.60
01999	2	05/11/15	150	Printing Expense B/W	\$ 0.60
01999	2	05/11/15	150	Printing Expense B/W	\$ 0.45
01999	2	05/11/15	150	Printing Expense B/W	\$ 0.30
01999	2	05/11/15	150	Printing Expense B/W	\$ 0.30
01999	2	05/11/15	150	Printing Expense B/W	\$ 0.15
01999	2	05/11/15	150	Printing Expense B/W	\$ 0.30
01999	2	05/11/15	150	Printing Expense B/W	\$ 1.65
01999	2	05/11/15	150	Printing Expense B/W	\$ 1.65
01999	2	05/11/15	150	Printing Expense B/W	\$ 1.65
01999	2	05/11/15	150	Printing Expense B/W	\$ 0.30
01999	2	05/12/15	150	Printing Expense B/W	\$ 1.50
01999	2	05/12/15	150	Printing Expense B/W	\$ 0.30
01999	2	05/12/15	150	Printing Expense B/W	\$ 1.65
01999	2	05/12/15	150	Printing Expense B/W	\$ 0.30
01999	2	05/12/15	150	Printing Expense B/W	\$ 1.65
01999	2	05/12/15	150	Printing Expense B/W	\$ 0.30
01999	2	05/12/15	150	Printing Expense B/W	\$ 1.95
01999	2	05/13/15	150	Printing Expense B/W	\$ 0.75
01999	2	05/13/15	150	Printing Expense B/W	\$ 0.15
01999	2	05/13/15	150	Printing Expense B/W	\$ 0.60
01999	2	05/13/15	150	Printing Expense B/W	\$ 1.95
01999	2	05/13/15	150	Printing Expense B/W	\$ 3.15
01999	2	05/13/15	150	Printing Expense B/W	\$ 0.15
01999	2	05/13/15	150	Printing Expense B/W	\$ 0.15
01999	2	05/13/15	150	Printing Expense B/W	\$ 0.30
01999	2	05/13/15	150	Printing Expense B/W	\$ 3.30
01999	2	05/13/15	150	Printing Expense B/W	\$ 2.55
01999	2	05/13/15	150	Printing Expense B/W	\$ 0.15
01999	2	05/13/15	150	Printing Expense B/W	\$ 1.95
01999	2	05/13/15	150	Printing Expense B/W	\$ 4.50
01999	2	05/13/15	150	Printing Expense B/W	\$ 3.60
01999	2	05/13/15	150	Printing Expense B/W	\$ 1.65
01999	2	05/13/15	150	Printing Expense B/W	\$ 1.20
01999	2	05/13/15	150	Printing Expense B/W	\$ 1.80
01999	2	05/13/15	150	Printing Expense B/W	\$ 1.05
01999	2	05/13/15	150	Printing Expense B/W	\$ 1.65
01999	2	05/13/15	150	Printing Expense B/W	\$ 0.30
01999	2	05/13/15	150	Printing Expense B/W	\$ 1.20
01999	2	05/13/15	150	Printing Expense B/W	\$ 5.25
01999	2	05/14/15	150	Printing Expense B/W	\$ 0.15
01999	2	05/14/15	150	Printing Expense B/W	\$ 0.15

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

Client	Mtr	Date	Exp Code	Description	Amount
01999	2	05/14/15	150	Printing Expense B/W	\$ 0.60
01999	2	05/15/15	150	Printing Expense B/W	\$ 0.15
01999	2	05/15/15	150	Printing Expense B/W	\$ 0.15
01999	2	05/15/15	150	Printing Expense B/W	\$ 0.15
01999	2	05/15/15	150	Printing Expense B/W	\$ 0.15
01999	2	05/15/15	150	Printing Expense B/W	\$ 0.15
01999	2	05/15/15	150	Printing Expense B/W	\$ 0.15
01999	2	05/15/15	150	Printing Expense B/W	\$ 0.30
01999	2	05/18/15	150	Printing Expense B/W	\$ 0.15
01999	2	05/18/15	150	Printing Expense B/W	\$ 0.30
01999	2	05/22/15	150	Printing Expense B/W	\$ 0.60
01999	2	05/27/15	150	Printing Expense B/W	\$ 0.60
01999	2	06/04/15	150	Printing Expense B/W	\$ 9.90
01999	2	06/04/15	150	Printing Expense B/W	\$ 19.80
01999	2	06/08/15	150	Printing Expense B/W	\$ 0.90
01999	2	06/09/15	150	Printing Expense B/W	\$ 2.85
01999	2	06/09/15	150	Printing Expense B/W	\$ 0.15
01999	2	06/12/15	150	Printing Expense B/W	\$ 1.20
01999	2	06/15/15	150	Printing Expense B/W	\$ 1.20
01999	2	06/15/15	150	Printing Expense B/W	\$ 5.70
01999	2	06/15/15	150	Printing Expense B/W	\$ 1.20
01999	2	06/16/15	150	Printing Expense B/W	\$ 1.20
01999	2	06/16/15	150	Printing Expense B/W	\$ 0.30
01999	2	06/19/15	150	Printing Expense B/W	\$ 0.15
01999	2	06/22/15	150	Printing Expense B/W	\$ 0.30
01999	2	06/22/15	150	Printing Expense B/W	\$ 0.30
01999	2	06/22/15	150	Printing Expense B/W	\$ 2.40
01999	2	06/23/15	150	Printing Expense B/W	\$ 2.70
01999	2	06/23/15	150	Printing Expense B/W	\$ 0.60
01999	2	06/23/15	150	Printing Expense B/W	\$ 0.60
01999	2	06/23/15	150	Printing Expense B/W	\$ 1.35
01999	2	06/26/15	150	Printing Expense B/W	\$ 0.15
01999	2	06/30/15	150	Printing Expense B/W	\$ 1.20
01999	2	06/30/15	150	Printing Expense B/W	\$ 1.35
01999	2	06/30/15	150	Printing Expense B/W	\$ 1.20
01999	2	07/02/15	150	Printing Expense B/W	\$ 0.15
01999	2	07/15/15	150	Printing Expense B/W	\$ 0.30
01999	2	07/15/15	150	Printing Expense B/W	\$ 0.15
01999	2	07/23/15	150	Printing Expense B/W	\$ 0.15
01999	2	07/23/15	150	Printing Expense B/W	\$ 0.30
01999	2	07/23/15	150	Printing Expense B/W	\$ 0.90
01999	2	07/23/15	150	Printing Expense B/W	\$ 0.15
01999	2	07/23/15	150	Printing Expense B/W	\$ 0.90

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

Client	Mtr	Date	Exp Code	Description	Amount
01999	2	07/24/15	150	Printing Expense B/W	\$ 1.65
01999	2	07/24/15	150	Printing Expense B/W	\$ 1.65
01999	2	07/24/15	150	Printing Expense B/W	\$ 0.75
01999	2	07/24/15	150	Printing Expense B/W	\$ 0.30
01999	2	07/28/15	150	Printing Expense B/W	\$ 0.45
01999	2	07/28/15	150	Printing Expense B/W	\$ 0.45
01999	2	07/30/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/04/15	150	Printing Expense B/W	\$ 1.35
01999	2	08/04/15	150	Printing Expense B/W	\$ 1.35
01999	2	08/05/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/13/15	150	Printing Expense B/W	\$ 2.70
01999	2	08/13/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/13/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/13/15	150	Printing Expense B/W	\$ 0.60
01999	2	08/13/15	150	Printing Expense B/W	\$ 0.45
01999	2	08/13/15	150	Printing Expense B/W	\$ 0.45
01999	2	08/13/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/14/15	150	Printing Expense B/W	\$ 2.10
01999	2	08/14/15	150	Printing Expense B/W	\$ 1.80
01999	2	08/17/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/17/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/17/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/17/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/18/15	150	Printing Expense B/W	\$ 2.55
01999	2	08/18/15	150	Printing Expense B/W	\$ 1.80
01999	2	08/18/15	150	Printing Expense B/W	\$ 2.40
01999	2	08/18/15	150	Printing Expense B/W	\$ 0.45
01999	2	08/18/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/18/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/18/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/18/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/18/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/18/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/18/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/18/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/18/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/18/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/18/15	150	Printing Expense B/W	\$ 0.45
01999	2	08/18/15	150	Printing Expense B/W	\$ 0.45
01999	2	08/18/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/18/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/18/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/18/15	150	Printing Expense B/W	\$ 0.30

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

Client	Mtr	Date	Exp Code	Description	Amount
01999	2	08/18/15	150	Printing Expense B/W	\$ 0.30
01999	2	08/18/15	150	Printing Expense B/W	\$ 16.65
01999	2	08/19/15	150	Printing Expense B/W	\$ 0.45
01999	2	08/19/15	150	Printing Expense B/W	\$ 17.10
01999	2	08/19/15	150	Printing Expense B/W	\$ 2.40
01999	2	08/19/15	150	Printing Expense B/W	\$ 1.20
01999	2	08/19/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/19/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/19/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/19/15	150	Printing Expense B/W	\$ 0.30
01999	2	08/20/15	150	Printing Expense B/W	\$ 2.40
01999	2	08/20/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/20/15	150	Printing Expense B/W	\$ 1.80
01999	2	08/20/15	150	Printing Expense B/W	\$ 4.65
01999	2	08/20/15	150	Printing Expense B/W	\$ 1.80
01999	2	08/20/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/20/15	150	Printing Expense B/W	\$ 2.40
01999	2	08/20/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/20/15	150	Printing Expense B/W	\$ 0.60
01999	2	08/20/15	150	Printing Expense B/W	\$ 0.60
01999	2	08/20/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/20/15	150	Printing Expense B/W	\$ 0.30
01999	2	08/20/15	150	Printing Expense B/W	\$ 6.75
01999	2	08/20/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/21/15	150	Printing Expense B/W	\$ 3.15
01999	2	08/21/15	150	Printing Expense B/W	\$ 1.20
01999	2	08/24/15	150	Printing Expense B/W	\$ 0.60
01999	2	08/27/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/27/15	150	Printing Expense B/W	\$ 0.45
01999	2	08/27/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/27/15	150	Printing Expense B/W	\$ 0.15
01999	2	08/27/15	150	Printing Expense B/W	\$ 0.15
				Printing Expense B/W	\$ 1,756.65
01999	2	02/27/14	160	Printing Expense Color	\$ 4.20
01999	2	02/27/14	160	Printing Expense Color	\$ 0.70
01999	2	02/27/14	160	Printing Expense Color	\$ 0.70
01999	2	02/27/14	160	Printing Expense Color	\$ 3.50
01999	2	02/27/14	160	Printing Expense Color	\$ 3.50
01999	2	02/27/14	160	Printing Expense Color	\$ 3.50
01999	2	02/27/14	160	Printing Expense Color	\$ 3.50

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

Client	Mtr	Date	Exp Code	Description	Amount
01999	2	02/27/14	160	Printing Expense Color	\$ 0.70
01999	2	02/27/14	160	Printing Expense Color	\$ 3.50
01999	2	02/27/14	160	Printing Expense Color	\$ 3.50
01999	2	02/27/14	160	Printing Expense Color	\$ 3.50
01999	2	06/26/14	160	Printing Expense Color	\$ 0.70
01999	2	08/19/14	160	Printing Expense Color	\$ 81.90
01999	2	09/08/14	160	Printing Expense Color	\$ 338.10
01999	2	12/01/14	160	Printing Expense Color	\$ 65.10
01999	2	12/03/14	160	Printing Expense Color	\$ 22.40
01999	2	12/04/14	160	Printing Expense Color	\$ 22.40
01999	2	12/05/14	160	Printing Expense Color	\$ 4.90
01999	2	12/08/14	160	Printing Expense Color	\$ 1.40
01999	2	12/08/14	160	Printing Expense Color	\$ 1.40
01999	2	12/08/14	160	Printing Expense Color	\$ 2.10
01999	2	12/31/14	160	Printing Expense Color	\$ 4.20
01999	2	01/12/15	160	Printing Expense Color	\$ 53.90
01999	2	01/12/15	160	Printing Expense Color	\$ 53.90
01999	2	01/16/15	160	Printing Expense Color	\$ 104.30
01999	2	02/17/15	160	Printing Expense Color	\$ 161.70
01999	2	02/17/15	160	Printing Expense Color	\$ 119.00
01999	2	03/11/15	160	Printing Expense Color	\$ 4.20
01999	2	04/14/15	160	Printing Expense Color	\$ 12.60
				Printing Expense Color	\$ 1,085.00
01999	2	10/22/13	200	Telephone	\$ 13.72
01999	2	10/23/13	200	Telephone	\$ 4.57
				Telephone	\$ 18.29
01999	2	01/31/14	300	Facsimile Expense	\$ 0.50
01999	2	01/29/15	300	Facsimile Expense	\$ 21.00
01999	2	03/13/15	300	Facsimile Expense	\$ 0.75
01999	2	03/20/15	300	Facsimile Expense	\$ 1.00
				Facsimile Expense	\$ 23.25
01999	2	11/06/13	400	Postage Expense	\$ 1.92
01999	2	12/12/13	400	Postage Expense	\$ 0.86
01999	2	12/12/13	400	Postage Expense	\$ 0.86
01999	2	01/13/14	400	Postage Expense	\$ 0.46
01999	2	01/28/14	400	Postage Expense	\$ 0.90

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

Client	Mtr	Date	Exp Code	Description	Amount
01999	2	01/28/14	400	Postage Expense	\$ 0.90
01999	2	01/28/14	400	Postage Expense	\$ 0.90
01999	2	02/27/14	400	Postage Expense	\$ 5.32
01999	2	02/27/14	400	Postage Expense	\$ 5.32
01999	2	02/27/14	400	Postage Expense	\$ 5.32
01999	2	04/08/14	400	Postage Expense	\$ 0.69
01999	2	05/16/14	400	Postage Expense	\$ 0.48
01999	2	08/18/14	400	Postage Expense	\$ 0.69
01999	2	12/19/14	400	Postage Expense	\$ 1.40
01999	2	12/19/14	400	Postage Expense	\$ 1.40
01999	2	12/19/14	400	Postage Expense	\$ 1.61
01999	2	12/19/14	400	Postage Expense	\$ 0.48
01999	2	01/28/15	400	Postage Expense	\$ 1.82
01999	2	01/29/15	400	Postage Expense	\$ 1.11
01999	2	03/20/15	400	Postage Expense	\$ 0.48
				Postage Expense	\$ 32.92
01999	2	10/07/13	500	Legal Research - WESTLAW	\$ 119.40
01999	2	10/08/13	500	Legal Research - WESTLAW	\$ 218.00
01999	2	10/18/13	500	Legal Research - WESTLAW	\$ 29.27
01999	2	10/21/13	500	Legal Research - WESTLAW	\$ 2.35
01999	2	11/04/13	500	Legal Research - WESTLAW	\$ 466.87
01999	2	11/05/13	500	Legal Research - WESTLAW	\$ 244.93
01999	2	12/09/13	500	Legal Research - WESTLAW	\$ 728.20
01999	2	12/10/13	500	Legal Research - WESTLAW	\$ 369.33
01999	2	03/28/14	500	Legal Research - WESTLAW	\$ 45.40
01999	2	06/12/14	500	Legal Research - WESTLAW	\$ 861.87
01999	2	12/09/14	500	Legal Research - WESTLAW	\$ 5.47
01999	2	12/10/14	500	Legal Research - WESTLAW	\$ 4.27
01999	2	01/14/15	500	Legal Research - WESTLAW	\$ 126.20
01999	2	01/28/15	500	Legal Research - WESTLAW	\$ 23.00
01999	2	02/10/15	500	Legal Research - WESTLAW	\$ 9.00
01999	2	02/11/15	500	Legal Research - WESTLAW	\$ 10.33
01999	2	03/13/15	500	Legal Research - WESTLAW	\$ 254.47
01999	2	04/03/15	500	Legal Research - WESTLAW	\$ 301.40
01999	2	04/06/15	500	Legal Research - WESTLAW	\$ 267.80
01999	2	04/07/15	500	Legal Research - WESTLAW	\$ 89.40
01999	2	04/08/15	500	Legal Research - WESTLAW	\$ 270.33
01999	2	04/15/15	500	Legal Research - WESTLAW	\$ 360.80
01999	2	04/16/15	500	Legal Research - WESTLAW	\$ 69.07
01999	2	05/05/15	500	Legal Research - WESTLAW	\$ 52.87

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

Client	Mtr	Date	Exp Code	Description	Amount
01999	2	05/11/15	500	Legal Research - WESTLAW	\$ 103.13
01999	2	05/12/15	500	Legal Research - WESTLAW	\$ 116.07
01999	2	05/14/15	500	Legal Research - WESTLAW	\$ 6.73
01999	2	06/05/15	500	Legal Research - WESTLAW	\$ 68.87
01999	2	06/08/15	500	Legal Research - WESTLAW	\$ 218.80
01999	2	06/09/15	500	Legal Research - WESTLAW	\$ 183.47
01999	2	06/15/15	500	Legal Research - WESTLAW	\$ 7.93
01999	2	06/16/15	500	Legal Research - WESTLAW	\$ 56.47
01999	2	08/18/15	500	Legal Research - WESTLAW	\$ 29.07
01999	2	08/19/15	500	Legal Research - WESTLAW	\$ 83.33
01999	2	08/20/15	500	Legal Research - WESTLAW	\$ 23.80
				Legal Research - WESTLAW	\$ 5,827.70
01999	2	11/06/13	550	Electronic Filing Fee - Wiznet	\$ 7.00
01999	2	11/06/13	550	Electronic Filing Fee - Wiznet	\$ 7.00
01999	2	11/06/13	550	Electronic Filing Fee - Wiznet	\$ 7.00
01999	2	11/07/13	550	Electronic Filing Fee - Wiznet	\$ 7.00
01999	2	11/08/13	550	Electronic Filing Fee - Wiznet	\$ 7.00
01999	2	12/12/13	550	Electronic Filing Fee - Wiznet	\$ 7.00
01999	2	01/10/14	550	Electronic Filing Fee - Wiznet	\$ 7.00
01999	2	01/13/14	550	Electronic Filing Fee - Wiznet	\$ 7.00
01999	2	01/28/14	550	Electronic Filing Fee - Wiznet	\$ 7.00
01999	2	07/23/14	550	Electronic Filing Fee - Wiznet	\$ 7.00
01999	2	07/23/14	550	Electronic Filing Fee - Wiznet	\$ 7.00
01999	2	07/23/14	550	Electronic Filing Fee - Wiznet	\$ 7.00
01999	2	07/23/14	550	Electronic Filing Fee - Wiznet	\$ 7.00
01999	2	07/23/14	550	Electronic Filing Fee - Wiznet	\$ 7.00
01999	2	07/23/14	550	Electronic Filing Fee - Wiznet	\$ 7.00
01999	2	12/30/14	550	Electronic Filing Fee - Wiznet	\$ 7.00
01999	2	02/02/15	550	Electronic Filing Fee - Wiznet	\$ 7.00
01999	2	02/03/15	550	Electronic Filing Fee - Wiznet	\$ 7.00
01999	2	02/11/15	550	Electronic Filing Fee - Wiznet	\$ 7.00
01999	2	02/12/15	550	Electronic Filing Fee - Wiznet	\$ 7.00
01999	2	04/01/15	550	Electronic Filing Fee - Wiznet	\$ 7.00
01999	2	04/16/15	550	Electronic Filing Fee - Wiznet	\$ 7.00
01999	2	04/16/15	550	Electronic Filing Fee - Wiznet	\$ 7.00
01999	2	04/16/15	550	Electronic Filing Fee - Wiznet	\$ 7.00
01999	2	05/11/15	550	Electronic Filing Fee - Wiznet	\$ 7.00
01999	2	05/12/15	550	Electronic Filing Fee - Wiznet	\$ 7.00
01999	2	06/22/15	550	Electronic Filing Fee - Wiznet	\$ 7.00
01999	2	06/22/15	550	Electronic Filing Fee - Wiznet	\$ 7.00

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

Client	Mtr	Date	Exp Code	Description	Amount
01999	2	08/13/15	550	Electronic Filing Fee - Wiznet	\$ 7.00
01999	2	08/13/15	550	Electronic Filing Fee - Wiznet	\$ 7.00
01999	2	08/18/15	550	Electronic Filing Fee - Wiznet	\$ 7.00
01999	2	08/18/15	550	Electronic Filing Fee - Wiznet	\$ 7.00
01999	2	08/19/15	550	Electronic Filing Fee - Wiznet	\$ 7.00
				Electronic Filing Fee - Wiznet	\$ 231.00
01999	2	10/01/13	600	Delivery Expense (GTL RUN FROM 09/30)	\$ 15.00
01999	2	10/21/13	600	Delivery Expense	\$ 15.00
01999	2	10/24/13	600	Delivery Expense	\$ 15.00
01999	2	12/16/13	600	Delivery Expense	\$ 15.00
01999	2	12/23/13	600	Delivery Expense	\$ 15.00
01999	2	12/27/13	600	Delivery Expense	\$ 15.00
01999	2	06/20/14	600	Delivery Expense	\$ 15.00
01999	2	07/08/14	600	Delivery Expense	\$ 15.00
01999	2	09/03/14	600	Delivery Expense	\$ 15.00
01999	2	09/08/14	600	Delivery Expense	\$ 15.00
01999	2	10/14/14	600	Delivery Expense	\$ 15.00
01999	2	12/12/14	600	Delivery Expense	\$ 15.00
01999	2	12/29/14	600	Delivery Expense	\$ 15.00
01999	2	12/29/14	600	Delivery Expense	\$ 15.00
01999	2	12/29/14	600	Delivery Expense	\$ 15.00
01999	2	12/29/14	600	Delivery Expense	\$ 15.00
01999	2	12/29/14	600	Delivery Expense	\$ 15.00
01999	2	12/30/14	600	Delivery Expense	\$ 15.00
01999	2	12/30/14	600	Delivery Expense	\$ 15.00
01999	2	01/09/15	600	Delivery Expense	\$ 15.00
01999	2	01/14/15	600	Delivery Expense	\$ 15.00
01999	2	01/23/15	600	Delivery Expense	\$ 15.00
01999	2	01/29/15	600	Delivery Expense	\$ 15.00
01999	2	04/17/15	600	Delivery Expense	\$ 15.00
01999	2	05/12/15	600	Delivery Expense	\$ 15.00
01999	2	05/13/15	600	Delivery Expense	\$ 15.00
01999	2	06/23/15	600	Delivery Expense	\$ 15.00
01999	2	07/31/15	600	Delivery Expense	\$ 15.00
01999	2	07/31/15	600	Delivery Expense	\$ 15.00
01999	2	08/12/15	600	Delivery Expense	\$ 15.00
01999	2	08/19/15	600	Delivery Expense	\$ 15.00
01999	2	08/20/15	600	Delivery Expense	\$ 15.00
				Delivery Expense	\$ 465.00

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

Client	Mtr	Date	Exp Code	Description	Amount
01999	2	11/10/14	701	Computer Disk/DVD/Flash Drive - 1 DVD	\$ 5.00
01999	2	12/08/14	701	Computer Disk/DVD/Flash Drive (One DVD)	\$ 5.00
01999	2	12/19/14	701	Computer Disk/DVD/Flash Drive (Four DVDs)	\$ 20.00
01999	2	01/23/15	701	Computer Disk/DVD/Flash Drive (3 DVDs)	\$ 15.00
01999	2	06/22/15	701	Computer Disk/DVD/Flash Drive - 1 CD	\$ 5.00
				Computer Disk/DVD/Flash Drive	\$ 50.00
01999	2	10/21/13	710	Scanned Documents	\$ 0.16
01999	2	11/06/13	710	Scanned Documents	\$ 0.08
01999	2	11/06/13	710	Scanned Documents	\$ 0.40
01999	2	11/06/13	710	Scanned Documents	\$ 1.52
01999	2	11/06/13	710	Scanned Documents	\$ 0.80
01999	2	11/06/13	710	Scanned Documents	\$ 0.16
01999	2	11/06/13	710	Scanned Documents	\$ 0.80
01999	2	11/06/13	710	Scanned Documents	\$ 0.16
01999	2	11/06/13	710	Scanned Documents	\$ 1.52
01999	2	12/12/13	710	Scanned Documents	\$ 1.12
01999	2	01/09/14	710	Scanned Documents	\$ 0.16
01999	2	01/13/14	710	Scanned Documents	\$ 0.32
01999	2	01/28/14	710	Scanned Documents	\$ 0.88
01999	2	02/27/14	710	Scanned Documents	\$ 0.16
01999	2	02/27/14	710	Scanned Documents	\$ 11.04
01999	2	03/03/14	710	Scanned Documents	\$ 0.64
01999	2	03/03/14	710	Scanned Documents	\$ 0.72
01999	2	03/03/14	710	Scanned Documents	\$ 0.48
01999	2	03/03/14	710	Scanned Documents	\$ 0.48
01999	2	05/14/14	710	Scanned Documents	\$ 0.64
01999	2	05/14/14	710	Scanned Documents	\$ 0.48
01999	2	05/14/14	710	Scanned Documents	\$ 0.72
01999	2	06/16/14	710	Scanned Documents	\$ 0.56
01999	2	06/16/14	710	Scanned Documents	\$ 0.56
01999	2	06/16/14	710	Scanned Documents	\$ 0.56
01999	2	06/16/14	710	Scanned Documents	\$ 0.48
01999	2	06/16/14	710	Scanned Documents	\$ 0.64
01999	2	06/16/14	710	Scanned Documents	\$ 0.64
01999	2	06/20/14	710	Scanned Documents	\$ 0.64
01999	2	06/20/14	710	Scanned Documents	\$ 0.48
01999	2	06/23/14	710	Scanned Documents	\$ 0.24
01999	2	07/23/14	710	Scanned Documents	\$ 14.24
01999	2	07/23/14	710	Scanned Documents	\$ 4.80
01999	2	07/23/14	710	Scanned Documents	\$ 5.68

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

Client	Mtr	Date	Exp Code	Description	Amount
01999	2	07/23/14	710	Scanned Documents	\$ 1.92
01999	2	07/23/14	710	Scanned Documents	\$ 0.16
01999	2	07/23/14	710	Scanned Documents	\$ 0.08
01999	2	07/23/14	710	Scanned Documents	\$ 0.08
01999	2	07/23/14	710	Scanned Documents	\$ 0.96
01999	2	07/23/14	710	Scanned Documents	\$ 0.56
01999	2	07/23/14	710	Scanned Documents	\$ 1.04
01999	2	07/23/14	710	Scanned Documents	\$ 0.64
01999	2	07/23/14	710	Scanned Documents	\$ 0.56
01999	2	07/23/14	710	Scanned Documents	\$ 0.40
01999	2	07/28/14	710	Scanned Documents	\$ 0.72
01999	2	08/11/14	710	Scanned Documents	\$ 0.24
01999	2	08/19/14	710	Scanned Documents	\$ 29.76
01999	2	08/19/14	710	Scanned Documents	\$ 7.68
01999	2	08/19/14	710	Scanned Documents	\$ 7.44
01999	2	08/19/14	710	Scanned Documents	\$ 5.76
01999	2	08/19/14	710	Scanned Documents	\$ 5.68
01999	2	09/05/14	710	Scanned Documents	\$ 0.08
01999	2	09/05/14	710	Scanned Documents	\$ 38.64
01999	2	09/10/14	710	Scanned Documents	\$ 0.08
01999	2	09/10/14	710	Scanned Documents	\$ 0.08
01999	2	09/10/14	710	Scanned Documents	\$ 0.24
01999	2	09/15/14	710	Scanned Documents	\$ 0.24
01999	2	09/22/14	710	Scanned Documents	\$ 0.32
01999	2	09/22/14	710	Scanned Documents	\$ 0.64
01999	2	09/22/14	710	Scanned Documents	\$ 0.08
01999	2	10/06/14	710	Scanned Documents	\$ 0.40
01999	2	10/06/14	710	Scanned Documents	\$ 0.40
01999	2	10/06/14	710	Scanned Documents	\$ 0.40
01999	2	10/14/14	710	Scanned Documents	\$ 0.08
01999	2	10/15/14	710	Scanned Documents	\$ 0.32
01999	2	10/15/14	710	Scanned Documents	\$ 0.64
01999	2	11/10/14	710	Scanned Documents	\$ 0.64
01999	2	11/20/14	710	Scanned Documents	\$ 1.36
01999	2	12/01/14	710	Scanned Documents	\$ 0.32
01999	2	12/01/14	710	Scanned Documents	\$ 0.24
01999	2	12/04/14	710	Scanned Documents	\$ 0.88
01999	2	12/30/14	710	Scanned Documents	\$ 0.48
01999	2	01/13/15	710	Scanned Documents	\$ 6.56
01999	2	01/13/15	710	Scanned Documents	\$ 0.24
01999	2	01/14/15	710	Scanned Documents	\$ 0.72
01999	2	01/20/15	710	Scanned Documents	\$ 0.40
01999	2	01/20/15	710	Scanned Documents	\$ 0.40

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

Client	Mtr	Date	Exp Code	Description	Amount
01999	2	01/21/15	710	Scanned Documents	\$ 0.08
01999	2	01/27/15	710	Scanned Documents	\$ 0.16
01999	2	01/28/15	710	Scanned Documents	\$ 0.48
01999	2	01/29/15	710	Scanned Documents	\$ 1.68
01999	2	02/02/15	710	Scanned Documents	\$ 0.08
01999	2	02/02/15	710	Scanned Documents	\$ 0.08
01999	2	02/02/15	710	Scanned Documents	\$ 0.08
01999	2	02/02/15	710	Scanned Documents	\$ 0.08
01999	2	02/02/15	710	Scanned Documents	\$ 0.96
01999	2	02/02/15	710	Scanned Documents	\$ 2.80
01999	2	02/03/15	710	Scanned Documents	\$ 0.24
01999	2	02/03/15	710	Scanned Documents	\$ 0.24
01999	2	02/12/15	710	Scanned Documents	\$ 0.08
01999	2	02/12/15	710	Scanned Documents	\$ 0.40
01999	2	02/13/15	710	Scanned Documents	\$ 0.08
01999	2	03/03/15	710	Scanned Documents	\$ 0.88
01999	2	03/06/15	710	Scanned Documents	\$ 0.08
01999	2	03/06/15	710	Scanned Documents	\$ 0.08
01999	2	03/20/15	710	Scanned Documents	\$ 0.08
01999	2	03/26/15	710	Scanned Documents	\$ 0.56
01999	2	03/26/15	710	Scanned Documents	\$ 15.52
01999	2	04/01/15	710	Scanned Documents	\$ 0.64
01999	2	04/15/15	710	Scanned Documents	\$ 0.08
01999	2	04/15/15	710	Scanned Documents	\$ 0.08
01999	2	04/15/15	710	Scanned Documents	\$ 0.08
01999	2	04/15/15	710	Scanned Documents	\$ 0.16
01999	2	04/15/15	710	Scanned Documents	\$ 0.08
01999	2	04/15/15	710	Scanned Documents	\$ 0.32
01999	2	04/15/15	710	Scanned Documents	\$ 0.48
01999	2	04/15/15	710	Scanned Documents	\$ 3.84
01999	2	04/15/15	710	Scanned Documents	\$ 1.36
01999	2	04/15/15	710	Scanned Documents	\$ 0.08
01999	2	04/15/15	710	Scanned Documents	\$ 0.80
01999	2	04/15/15	710	Scanned Documents	\$ 8.72
01999	2	04/16/15	710	Scanned Documents	\$ 3.28
01999	2	04/16/15	710	Scanned Documents	\$ 8.80
01999	2	04/16/15	710	Scanned Documents	\$ 8.32
01999	2	04/16/15	710	Scanned Documents	\$ 6.24
01999	2	04/16/15	710	Scanned Documents	\$ 7.92
01999	2	04/16/15	710	Scanned Documents	\$ 0.24
01999	2	04/16/15	710	Scanned Documents	\$ 1.76
01999	2	04/16/15	710	Scanned Documents	\$ 1.76
01999	2	04/16/15	710	Scanned Documents	\$ 1.76

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

Client	Mtr	Date	Exp Code	Description	Amount
01999	2	05/07/15	710	Scanned Documents	\$ 0.08
01999	2	05/11/15	710	Scanned Documents	\$ 1.28
01999	2	05/11/15	710	Scanned Documents	\$ 1.52
01999	2	05/12/15	710	Scanned Documents	\$ 0.08
01999	2	05/12/15	710	Scanned Documents	\$ 1.04
01999	2	05/18/15	710	Scanned Documents	\$ 0.08
01999	2	06/22/15	710	Scanned Documents	\$ 0.64
01999	2	06/22/15	710	Scanned Documents	\$ 0.16
01999	2	08/13/15	710	Scanned Documents	\$ 0.96
01999	2	08/13/15	710	Scanned Documents	\$ 1.12
01999	2	08/17/15	710	Scanned Documents	\$ 0.08
01999	2	08/17/15	710	Scanned Documents	\$ 0.08
01999	2	08/17/15	710	Scanned Documents	\$ 0.08
01999	2	08/18/15	710	Scanned Documents	\$ 0.64
01999	2	08/18/15	710	Scanned Documents	\$ 8.88
01999	2	08/18/15	710	Scanned Documents	\$ 0.24
01999	2	08/19/15	710	Scanned Documents	\$ 0.64
01999	2	08/20/15	710	Scanned Documents	\$ 3.60
				Scanned Documents	\$ 274.24
01999	2	01/23/15	BIND	Binding/Tabs/Hole - Punching Bates Labels (Legal Copy Cats & Printing)	\$ 0.54
				Binding/Tabs/Hole	\$ 0.54
01999	2	02/18/15	DEP	Deposition Expense - 02/17 KJ&C 1/4 Share of Craig Jiu Deposition Time (Brunson-Jiu LLC)	\$ 367.50
01999	2	03/01/15	DEP	Deposition Expense - 02/05/15 Deposition Transcript of Michael Tassi (Litigation Services of Nevada)	\$ 444.25
01999	2	03/25/15	DEP	Deposition Expense - 03/18 Transcript of Jessica Woodbridge Deposition (Litigation Services of Nevada)	\$ 378.75
				Deposition Expense	\$ 1,190.50
01999	2	12/18/14	DUP	Duplication Charges - Oversized B&W Copies (Legal Copy Cats & Printing)	\$ 33.38
01999	2	01/23/15	DUP	Duplication Charges - B&W Copies, Color Copies (Legal Copy Cats & Printing)	\$ 8.91
				Duplication Charges	\$ 42.29

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

Client	Mtr	Date	Exp Code	Description	Amount
01999	2	11/15/13	FILE	Filing Fees - Replenish Drawdown Acct - 11/07 Motion to Dismiss (Clark County Court - Draw Down Acct)	\$ 343.00
01999	2	11/15/13	FILE	Filing Fees - Replenish Drawdown Acct - 11/08 File Motion To Dismiss Plaintiff's Complaint Pursuant To NRCP 12(B)(5), Or Alternatively, Motion For Summary Judgment (Clark County Court - Draw Down Acct)	\$ 200.00
01999	2	02/15/15	FILE	Filing Fees - Replenish Drawdown Acct - 02/12 File Defendant FHP Ventures's Motion to Dismiss Amended Complaint (Clark County Court - Draw Down Acct)	\$ 223.00
01999	2	04/30/15	FILE	Filing Fees - Replenish Drawdown Acct - 04/16 File Motion for Summary Judgment (Clark County Court - Draw Down Acct)	\$ 200.00
				Filing Fees	\$ 966.00
01999	2	12/18/14	SERV	Service Fees - 12/09 1 Expedited Attempt and Service of Subpoena Duces Tecum Upon Craig E. Jiu, MAA (CII)	\$ 140.00
01999	2	01/30/15	SERV	Service Fees - 01/21 Expedited Service of Notice of Taking NRCP 30(b)(6) Deposition and Deposition Subpoena Upon City of Henderson (CII)	\$ 75.00
01999	2	03/01/15	SERV	Service Fees - 12/05/14 Expedited Service of Subpoena Duces Tecum on Craig E. Jiu (CII)	\$ 70.00
				Service Fees	\$ 285.00
01999	2	01/26/15	TRNS	Transcript - 01/16 Transcript of Michael Doiron Deposition (Depo International, Inc.)	\$ 515.90
01999	2	02/01/15	TRNS	Transcript - 08/26 Transcript of Barbara Rosenberg Deposition (CSR Associates Of Nevada, LLC)	\$ 1,282.00
01999	2	02/01/15	TRNS	Transcript - 01/21 Transcript of Paul Bykowski Deposition (Depo International, Inc.)	\$ 255.05
01999	2	02/01/15	TRNS	Transcript - 01/20 Transcript of Matthew Lubawy Deposition (Depo International, Inc.)	\$ 971.55
01999	2	02/05/15	TRNS	Transcript - 01/27 Transcript of Shahin Shane Malek Deposition (Depo International, Inc.)	\$ 491.65

MacDonald Highlands Realty
Fredric and Barbara Rosenberg
01999 00002
Expenses

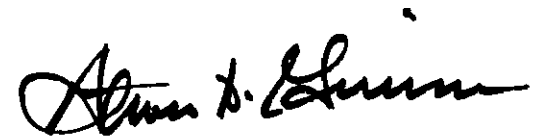
Client	Mtr	Date	Exp Code	Description	Amount
01999	2	02/10/15	TRNS	Transcript - 02/02 Transcript of Richard MacDonald Deposition (Depo International, Inc.)	\$ 676.20
01999	2	02/15/15	TRNS	Transcript - 02/03 Transcript of Paul Bykowsky Deposition (Depo International, Inc.)	\$ 764.65
01999	2	03/06/15	TRNS	Transcript - 02/17 Transcript of Craig Jiu Deposition (CSR Associates Of Nevada, LLC)	\$ 645.65
01999	2	03/17/15	TRNS	Transcript - 03/06 Transcript of Michael Ann Doiron Deposition Volume II (Depo International, Inc.)	\$ 285.70
01999	2	03/17/15	TRNS	Transcript - 03/16 Transcript of Scott Dugan Deposition (Depo International, Inc.)	\$ 1,100.75
				Transcript	\$ 6,989.10
01999	2	12/05/14	WIT	Witness Fee/Subpoena - Witness Fee for Subpoena Duces Tecum (Craig E. Jiu, MAA)	\$ 28.00
				Witness Fee/Subpoena	\$ 28.00
				Total Fees	\$ 19,835.18

TAB 48

TAB 48

TAB 48

JA_2684



CLERK OF THE COURT

MAFC

Preston P. Rezaee, Esq.
Nevada Bar No. 10729
Jay DeVoy, Esq., of counsel
Nevada Bar No. 11950
THE FIRM, P.C.
200 E. Charleston Blvd.
Las Vegas, NV 89104
Telephone: (702) 222-3476
Facsimile: (702) 252-3476
Attorneys for Defendant,
SHAHIN SHANE MALEK

**DISTRICT COURT
CLARK COUNTY, NEVADA**

THE FREDERIC AND BARBARA
ROSENBERG LIVING TRUST,

Plaintiff,

vs.

CASE NO.: A-13-689113-C
DEPT NO.: I

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

Defendants.)

**DEFENDANT SHAHIN SHANE
MALEK'S MOTION FOR ATTORNEYS'
FEES AND COSTS**

**DEFENDANT SHAHIN SHANE MALEK'S
MOTION FOR ATTORNEYS' FEES AND COSTS**

Defendant Shahin Shane Malek, through his undersigned counsel of record, brings this motion for reasonable attorneys' fees and costs in the amount of \$109,763.38 and \$12,270.55, respectively, based on Nevada Rule of Civil Procedure 54, NRS 18.010. Malek's motion is based upon the following

1 memorandum of points and authorities, the affidavit of Jay DeVoy and exhibits attached to this
2 motion, the documents on file in this case, and any oral argument the Court may allow.

3
4 DATED this 9th day of September, 2015.

5 THE FIRM, P.C.

6
7 BY: /s/ Jay DeVoy

Jay DeVoy, *of counsel*

8 Nevada Bar No. 11950

200 E. Charleston Blvd.

9 Las Vegas, NV 89104

Telephone: (702) 222-3476

10 Facsimile: (702) 252-3476

11 Attorneys for Defendant/Counterclaimant

SHAHIN SHANE MALEK

TO: ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that the undersigned will bring the above-titled motion for attorney's fees and costs on for hearing on the 12 day of OCTOBER, 2015, at CHAMBERS am / pm, or as soon thereafter as counsel may be heard, in Department I of the Eighth Judicial District Court, 200 South Third Street, Las Vegas, Nevada.

DATED this 9th day of September, 2015.

THE FIRM, P.C.

BY: /s/ Jay DeVoy
Jay DeVoy, *of counsel*
Nevada Bar No. 11950
200 E. Charleston Blvd.
Las Vegas, NV 89104
Telephone: (702) 222-3476
Facsimile: (702) 252-3476
Attorneys for Defendant/Counterclaimant
SHAHIN SHANE MALEK

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. Introduction**

3 After nearly two years of litigation, the Court entered judgment in Malek's favor on all of the
4 Trust's claims on August 13, 2015.¹ (Exhibit A) At the heart of the case, the Trust sued Malek for
5 owning land that he planned to use in a manner approved by the MacDonald Highlands design review
6 committee. The Trust's case relied on legal theories that Nevada's Supreme Court previously
7 rejected—seeking an implied easement due to its potential loss of view, light, and privacy—further
8 attempted to assert a novel cause of action that Nevada law does not recognize, and even styled two
9 forms of relief as claims against Malek.

10 The Court entered judgment in Malek's favor on all of these claims and decreed that the Trust
11 would take nothing by way of its amended complaint. (Exhibit A at 13-14) As Malek's motion for
12 summary judgment revealed, the Trust had no credible basis for naming or keeping Malek as a
13 defendant in this action. Malek incurred attorneys' fees and costs in excess of \$120,000 in the course
14 of successfully defending himself on claims that never advanced to trial. The Trust, rather than Malek,
15 rightfully bears responsibility for these expenses.

16 **II. Statement of Relevant Facts**

17 The Trust filed this case against Malek, its next-door neighbor, to prevent him from building
18 his home in the prestigious MacDonald Highlands community. Although any construction Malek
19 performed would have to be approved by the community's Design Review Committee, and meet its
20 rigorous standards, the Trust believed that *any* construction by Malek would disrupt its view, light, and
21 privacy. (Exhibit A at 9:26-10:20) Throughout the litigation, the Trust attempted to characterize these
22 central concerns in various ways, such as claiming that Malek's construction would alter the character
23 of the MacDonald Highlands community. (*Id.*) The evidence adduced during discovery, however,
24 showed that the Trust's only concerns about Malek's construction on his vacant lot were its potential
25 loss of view, light, and privacy—no matter how the Trust described them. (*Id.*)

26
27
28 ¹ Malek filed his Notice of Entry of Order for this Judgment on August 20, 2015.

1 After filing this case in September 2013, the Trust filed its Amended Complaint against Malek
2 and the other defendants on January 12, 2015. In the interim, Malek's counsel attended numerous
3 depositions, propounded and responded to written discovery, and reviewed more than 10,000 pages of
4 produced documents. Malek's motion for summary judgment, filed on April 16, 2015, relied heavily
5 on this discovery. After being fully briefed and argued, the Court issued a minute order granting
6 Malek's summary judgment motion; the Court entered its final judgment in Malek's favor on all of the
7 Trust's claims on August 13, 2015. Pursuant to Nevada Rule of Civil Procedure 54 and Nevada
8 Revised Statutes 18.010(2)(b), Malek now seeks an award of his costs and reasonable attorneys' fees
9 from the Court.

10 **III. Argument**

11 This Court has the discretion to award Malek his reasonable attorneys' fees and costs under
12 NRS 18.010(2)(b), and should do so in this case. The statute empowers the Court to award attorneys'
13 fees and costs to a prevailing party as follows:

14 **Without regard to the recovery sought**, when the court finds that the claim,
15 counterclaim, cross-claim or third-party complaint or defense of the opposing party **was**
16 **brought or maintained without reasonable ground or to harass the prevailing**
17 **party. The court shall liberally construe the provisions of this paragraph in favor**
18 **of awarding attorney's fees** in all appropriate situations. It is the intent of the
19 Legislature that the court award attorney's fees pursuant to this paragraph and impose
20 sanctions pursuant to Rule 11 of the Nevada Rules of Civil Procedure in all appropriate
21 **situations to punish for and deter frivolous or vexatious claims and defenses**
22 **because such claims and defenses overburden limited judicial resources**, hinder the
23 timely resolution of meritorious claims and increase the costs of engaging in business
24 and providing professional services to the public.

21 NRS 18.010(2)(b) (emphasis added).

22 These provisions fit snugly with the Court's findings in this case. (Exhibit A) Despite the
23 Trust's representatives' familiarity with residential real estate transactions, they pursued this action via
24 the Trust for nearly two years.

25 The Trust's claims flew in the face of Nevada law, which expressly renounced the notion of
26 implied easements to protect light, view, and privacy. In recognition of Malek's successful defense of
27 his rights, and to deter similar, dubious litigation, the Court should award Malek his attorneys' fees
28 and costs. *See* NRS 18.010(2)(b) ("The court shall liberally construe the provisions of this paragraph in

1 favor of awarding attorney's fees [...] to punish for and deter frivolous or vexatious claims and
2 defenses because such claims and defenses overburden limited judicial resources").

3 **A. Malek May Recover His Attorneys' Fees and Costs Under NRS 18.010(2)(b).²**

4 The Court has the power to award attorneys' fees and costs to a prevailing party under NRS
5 18.010 where the claims are "brought or maintained without reasonable ground or to harass the
6 prevailing party." NRS 18.010(2)(b); *See Allianz Ins. Co. v. Cagnon*, 109 Nev. 990, 995, 860 P.2d 720,
7 724 (1993). A claim is groundless when it is "not supported by any credible evidence at trial." *Allianz*,
8 109 Nev. at 995, 860 P.2d at 724, *quoting Western United Realty, Inc. v. Isaacs*, 679 P.2d 1063, 1069
9 (Colo. 1984). The Court's analysis of whether a party's claims were reasonable depends on the
10 circumstances of the case, and must be conducted in that context. *Semenza v. Caughlin Crafted*
11 *Homes*, 111 Nev. 1089, 1095, 902 P.2d 684, 688 (1995), *citing Bergmann v. Boyce*, 109 Nev. 670,
12 675, 856 P.2d 560, 563 (1993).

13 Because of the Nevada Legislature's stated policy of discouraging frivolous litigation, the
14 Nevada Supreme Court has previously determined that Courts should consider awarding fees and costs
15 under NRS 18.010 when cases are resolved on summary judgment. *Trs. of the Plumbers & Pipefitters*
16 *Union Local 525 Health & Welfare Trust Plan v. Developers Sur. & Indem. Co.*, 120 Nev. 56, 63-64,
17 84 P.3d 59, 63-34 (2004). The action must be without reasonable grounds at the time it is commenced
18 in order to support an award of attorneys' fees and costs under NRS 18.010(2)(b). *Duff v. Foster*, 110
19 Nev. 1306, 1309, 885 P.2d 589, 591 (1994). As set forth below, the Trust knew, or should have
20 known, that its claims against Malek could not have succeeded. By joining him in the suit solely for
21 injunctive relief and seeking monetary damages from the other defendants, the Trust's sole purpose
22 was to interfere with his home's construction.

23 **i. The Trust's Claims Against Malek Were Brought and Maintained Without**
24 **Reasonable Bases: Fully Half of Them Were Not Recognizable Claims.**

25 The Court entered judgment in Malek's favor on each and every one of the Trust's claims
26 against him. First, and central to the Trust's case against Malek, it pursued a claim for an easement

27 ² Seemingly by design, the Trust did not seek any monetary relief against Malek. As such, his
28 judgment is not for a monetary value at this time, and he cannot avail himself of NRS 18.010(2)(a).
Malek reserves the right to seek any and all additional fees as may be available to him upon obtaining
judgment in his favor on his pending counterclaim for slander of title.

1 against Malek. As the case progressed, the Trust could not produce evidence of any express easement,
2 and claimed it had an implied easement over Malek's property that would prohibit him from building
3 his house. Instead, it sought an implied easement prohibiting Malek's use of his property to protect its
4 view, light, and privacy. (Exhibit A at 9:20-11:2)

5 No matter how it characterized this evidence, the Trust could not escape that it sought an
6 implied easement solely to protect its view, light, and privacy. (*Id.*) Nevada law had long held that
7 these were impermissible bases for an implied easement to exist over adjacent property. *Probasco v.*
8 *City of Reno*, 85 Nev. 563, 565, 459 P.2d 772, 774 (1969) (confirming that Nevada has repudiated
9 implied easements based on view, light, or privacy), citing *Boyd v. McDonald*, 81 Nev. 642, 650-51,
10 408 P.2d 717, 722 (1965). The Trust's easement claim was premised on an untenable legal theory, and
11 the Court accordingly entered judgment in Malek's favor.

12 Similarly, the Trust advanced a parallel claim for "implied restrictive covenant." Nevada law
13 has never recognized this claim, and the weight of Nevada's legal tradition disfavored recognizing this
14 new cause of action. (Exhibit A at 11:3-12:2) In addition to not having previously recognized the
15 claim, it would not satisfy Nevada's test for recognizing a new cause of action. *Badillo v. Am. Brands*,
16 117 Nev. 34, 42, 16 P.3d 435, 440 (2001); *Greco v. United States*, 111 Nev. 405, 408-09, 893 P.2d
17 345, 347-48 (1995); see *Brown v. Eddie World LLC*, 131 Nev. Adv. Rep. 19, 348 P.3d 1002 (2015).
18 (Exhibit A at 11:3-12:2) The Court concluded that even if this claim were viable, it would fail for the
19 same reasons as the Trust's easement cause of action: It sought to impermissibly restrict Malek's use
20 of his property to protect its light, view, and privacy. (*Id.* at 11:21-12:2) The Trust had no basis for
21 advancing this claim under Nevada law, yet did so until the Court entered judgment in Malek's favor.

22 The Trust's final two stated claims against Malek were not claims at all. By styling its requests
23 for declaratory and injunctive relief as claims against Malek, the Trust sought to create additional
24 causes of action for Malek to defend. The Court concluded that these were not claims at all, but forms
25 of relief instead. *Swartz v. KPMG LLP*, 476 F.3d 756, 766 (9th Cir. 2007); *In re Walmart Wage &*
26 *Hour Empl. Practices Litig.*, 490 F. Supp. 2d 1091, 1130 (D. Nev. 2007); *Birmingham v. Ayala*, 995
27 S.W.2d 199, 201 (Tex. Ct. App. 1999); *Art Movers, Inc. v. Ni West*, 3 Cal. App. 4th 640, 646-47 (Cal.
28 Ct. App. 1992). (Exhibit A at 12:4-13) These remedies were unavailable to the Trust in any event, as

1 it could not prevail on any of its other claims against Malek. (Exhibit A at 12:13-18) As such, the
2 Court entered judgment in Malek's favor on those claims as well, and entered judgment finding that
3 the Trust would take nothing from Malek by way of its amended complaint.

4 **ii. The Trust Knew, Or Should Have Known, Its Claims Against Malek Were**
5 **Untenable.**

6 Viewed in context, the Trust's actions in commencing and maintaining this litigation against
7 Malek were groundless. The totality of the circumstances in this case must be considered when
8 evaluating whether Plaintiff's claims were without reasonable grounds. *Semenza*, 111 Nev. at 1095,
9 902 P.2d at 688; *Bergmann*, 109 Nev. at 675, 856 P.2d at 563. The Trust's experience and access to
10 expertise in residential real estate matters denudes it of any argument that it did not know its claims
11 against Malek were untenable.

12 Plaintiff's trustee, Barbara Rosenberg, is a seasoned residential real estate agent with more than
13 25 years of experience. (Exhibit A at 5:24-6:8) Over her career, she has made more than 500
14 completed sales. (*Id.*) David Rosenberg, the Trustee's beneficiary, is a licensed attorney in Las Vegas.
15 (*Id.* at 6:3-8) As a lawyer, David Rosenberg could have easily researched the issues in this case and
16 reached the same conclusion the Court did, based on existing Nevada precedent, without ever filing
17 suit. Instead, the Trust went to court.

18 In addition to this professional expertise, the Trust had access to a wealth of personal
19 knowledge about residential real estate transactions and accompanying law. Barbara Rosenberg and
20 her husband, Fredric, own six residences both individually and through the Trust. (Exhibit A at 6:3-8)
21 The Trust and its representatives were no babes in the woods when analyzing residential real estate
22 matters. Yet, they did no research or other due diligence about the use of surrounding property—
23 despite knowing there would be future construction—before spending more than \$2,300,000 to
24 purchase 590 Lairmont. (Exhibit A at 6:19-7:9) Despite their experience and knowledge, they sued
25 Malek only to stop him from constructing his house.

26 Additionally, the Trust had competent counsel representing it all times, first with Kaempfer
27 Crowell LLP, and later with Howard Kim & Associates. The Trust had the resources to analyze the
28 probable outcome of its case against Malek. By all appearances, it deliberately chose not to do so, or

1 disregarded the advice it received and pressed on with litigation. The cost of such conduct should not
2 fall on Malek's shoulders.

3 Allowing Malek to bear the cost of the Trust's actions will only incentivize this kind of
4 lawfare³ in the future. Unless the Trust bears the consequences of its litigation, the outcome of this
5 case will only encourage well-funded plaintiffs to make defendants choose between the cost of defense
6 and forfeiting their property rights. An award of Malek's attorneys' fees and costs in this case will
7 fulfill NRS 18.010(2)(b)'s stated goals of punishing and deterring "frivolous or vexatious claims," and
8 conserving judicial resources.

9 **B. Malek's Requested Fees and Costs are Reasonable under Nevada Law.**

10 Malek's award of attorneys' fees and costs under NRS 18.010(2)(b) must be reasonable.
11 Nevada's Supreme Court has articulated four factors for courts to use when assessing the
12 reasonableness of requested attorneys fees:

- 13 a. The qualities of the advocate: his ability, training, education, experience,
14 professional standing and skills;
- 15 b. The character of the work to be done: its difficulty, intricacy, importance, time
16 and skill required, the responsibility imposed and the prominence and character
17 of the parties where they affect the importance of the litigation;
- 18 c. The work actually performed by the lawyer: the skill, time and attention given to
19 the work; and
- 20 d. The result: Whether the attorney was successful and hat benefits were derived.

21 *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969). This analysis is
22 performed in the affidavit accompanying this motion and incorporated by reference as if set forth fully
23 herein. (Aff. of J. DeVoy ¶¶ 2-8) This affidavit sets forth, in admissible form, information that
24 satisfies each of the *Brunzell* factors; its contents demonstrate the reasonableness of Malek's requested
25 attorneys' fees and costs for having successfully defended this case. (*Id.*)
26
27

28 ³ "Lawfare" is a recent portmanteau of "law" and "warfare," and describes the asymmetric use of
litigation to damage or financially cripple an opponent—particularly where the case's merits are
dubious.

1 **C. Nevada Law Entitles Malek to Recover Post-Judgment Interest on Any Award of**
2 **Attorneys' Fees and Costs.**

3 In addition to an award of attorneys' fees and costs, the Court should award Malek his post-
4 judgment interest. Nevada law allows judgment to accrue on a judgment until the underlying
5 judgment is satisfied. NRS 17.130(2). This is common practice for parties who lose in litigation, and
6 are obligated to pay a monetary judgment to their opponent. *Uniroyal Goodrich Tire Co. v Mercer*,
7 111 Nev. 318, 324, 890 P.2d 785, 789 (1995) (affirming NRS 17.130's application of interest to
8 monetary judgments). Any judgment the Court may enter for Malek's attorneys' fees and costs should
9 contain language specifying that it will carry interest from the time it is entered through the time it is
10 fully satisfied, calculated as the prime rate plus 2%. *See* NRS 17.130(2).

11 **IV. Conclusion**

12 The groundlessness of the Trust's claims against Malek is apparent in the Court's order
13 entering judgment in his favor on each and every one of them. Not a single one of the Trust's claims
14 against Malek survived to see trial. Rather than an unsophisticated party taking a stab at a novel
15 theory of liability, the Trust had significant experience with residential real estate matters. The Trust's
16 trustee was a seasoned real estate professional, its beneficiary was an attorney, and it had access to
17 sophisticated counsel throughout this litigation. Given the outcome of this its claims, the Trust should
18 bear the costs of Malek's defense in the amount of \$122,033.93, in addition to post-judgment interest,
19 as set forth in this motion.

20 DATED this 9th day of September, 2015.

21 THE FIRM, P.C.

22 BY: /s/ Jay DeVoy

23 Preston P. Rezaee

24 Nevada Bar No. 10729

25 Jay DeVoy, *of counsel*

26 Nevada Bar No. 11950

27 200 E. Charleston Blvd.

28 Las Vegas, NV 89104

Telephone: (702) 222-3476

Facsimile: (702) 252-3476

Attorneys for Defendant/Counterclaimant

SHAHIN SHANE MALEK

AFFIDAVIT

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, JAMES (“JAY”) DeVOY, being duly sworn, state as follows:

1. I am of counsel to The Firm, P.C., counsel of record for Defendant and Counterclaimant Shahin Shane Malek (“Malek”) in this case. I am admitted to practice before the Supreme Court of Nevada. I have personal knowledge of the matters stated herein and I am competent to testify to them if called to do so at trial. I make this affidavit in support of Malek’s motion for attorneys’ fees and costs.

2. Being of counsel to The Firm, P.C., I was one of the attorneys responsible for managing this litigation on behalf of Malek, which involves Plaintiff’s claims against Malek and numerous other defendants. The Firm, P.C. entered into an hourly agreement with Malek, which obligates Malek to pay attorneys’ fees based on the total time billed by the attorneys and paralegal staff working on this matter. In the normal course of this litigation, The Firm has tracked the billable hours and costs Malek has incurred, as The Firm, P.C. does on all of its litigation matters.

3. In reviewing Malek’s motion for attorneys’ fees and costs, the Nevada Supreme Court has articulated four non-exhaustive factors for the Court to consider in making such an award:

- a. The qualities of the advocate: his ability, training, education, experience, professional standing and skills;
- b. The character of the work to be done: its difficulty, intricacy, importance, time and skill required, the responsibility imposed and the prominence and character of the parties where they affect the importance of the litigation;
- c. The work actually performed by the lawyer: the skill, time and attention given to the work; and
- d. The result: Whether the attorney was successful and what benefits were derived.

Brunzell v. Golden Gate Nat’l Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

4. Malek’s requested \$122,033.93 in attorneys’ fees and costs is reasonable under these factors. Of this amount, \$92,836.88 in attorneys’ fees were incurred by The Firm, P.C. (attached as Exhibit B); \$16,926.50 by Malek’s predecessor counsel, Snell & Wilmer LLP (attached as Exhibit C);

1 and \$12,270.55 in costs incurred by The Firm, P.C. on Malek's behalf (see Exhibit D, and Malek's
2 contemporaneously filed Memorandum of Costs). A detailed discussion of the *Brunzell* factors, and
3 how they apply in this case, follows.

4 5. The Firm P.C.'s principal, Preston Rezaee, is an accomplished civil litigator who has
5 practiced before the Eighth Judicial District Court since 2008. Prior to entering private practice, Mr.
6 Rezaee served as a law clerk for two judges in the Eight Judicial District Court, Judge Vega and Judge
7 Sanchez, then subsequently worked for the Nevada Attorney General's office. Mr. DeVoy has
8 acquired significant experience in federal litigation since becoming an attorney in 2010. His efforts in
9 cases dealing with intangible rights such as those at issue in this case have yielded favorable, reported
10 decisions from the United States District Courts for the District of Colorado and District of Nevada,
11 and the United States Court of Appeals for the Ninth Circuit. *Righthaven LLC v. Hoehn*, 716 F.3d
12 1166 (9th Cir. 2013); *Righthaven LLC v. Wolf*, 813 F. Supp. 2d 1265 (D. Colo. 2011); *Righthaven LLC*
13 *v. Hoehn*, 792 F. Supp. 2d 1138 (D. Nev. 2011).⁴ DeVoy has also written about intellectual property
14 issues and developments in Nevada law for trade and other publications. Sarah Chavez, also an
15 attorney since 2010 and of counsel to The Firm, P.C., has worked extensively on cases pending before
16 the Eighth Judicial District Court. Prior to becoming of counsel to The Firm, P.C., she worked for the
17 litigation firms of Lee Hernandez Landrum & Garofalo, and Koeller Nebeker Carlson & Haluck, LLP.
18 In those positions, Ms. Chavez worked in numerous matters pending before the Eighth Judicial District
19 Court.

20 6. The character of the work performed in this case was complex and dealt with the
21 intangible property rights inherent in Malek's property, and how third party conduct might have
22 affected them without Malek's knowledge. This case required Malek to examine the nature of
23 MacDonald Highlands, its broader history in addition to the parcel Malek purchased at 594 Lairmont,
24 and show that no easement or implied restrictive covenant existed that would prohibit him from
25 building his planned house. This required Malek to research how other states have analyzed—and
26 declined to apply—Plaintiff's novel cause of action for "implied restrictive covenant." As Plaintiff
27

28 ⁴ The District of Nevada and District of Colorado also issued fee awards in DeVoy's favor in those
cases under the Copyright Act's discretionary prevailing party fee statute. 17 U.S.C. § 505.

1 attempted to use this weaponization of a legal principle as a cause of action that the Nevada Supreme
2 Court had not previously recognized, additional research was needed to define the claim and
3 demonstrate why the Nevada Supreme Court would not recognize it. Defeating Plaintiff's claims
4 required Malek's counsel to attend numerous depositions, review in excess of 10,000 pages of
5 produced documents, and summarize these facts in a motion for summary judgment. This further
6 required Malek to file a reply brief and attend a detailed hearing on his motion, which the Court
7 ultimately decided months after it was filed—a testament to the complex factual and legal issues at bar
8 in this case.

9 7. The work performed in defending Plaintiff's claims was considerable and labor-
10 intensive. In addition to written discovery, Malek attended numerous depositions necessary to
11 establish the facts in this case. Almost all of these depositions were used in his motion for summary
12 judgment. Malek's counsel also reviewed more than 10,000 pages of produced documents,
13 propounded and responded to written discovery, and assembled those facts necessary to successfully
14 move for summary judgment. Simultaneously, due to deadline conflicts that arose as the parties
15 extended the discovery deadline in this case, Malek's counsel had the additional obligation of
16 preparing motions *in limine* and ultimately having to prepare for trial until shortly before the Court
17 decided Malek's motion for summary judgment.

18 8. Malek's defense of Plaintiff's claims was successful. On August 13, the Court entered
19 its order finding in Malek's favor on each and every one of Plaintiff's claims. The benefits of Malek's
20 victory are significant, as he can now build his home on 594 Lairmont without the specter of Plaintiff's
21 litigation, which sought to prevent his use of the land he purchased and intended to use in the
22 construction of his home. This result militates in favor of the Court awarding Malek his attorneys'
23 fees and costs.

24 9. Additionally, Malek's prior counsel, Snell & Wilmer LLP, needs no introduction to the
25 Court. The firm enjoys an excellent reputation in Las Vegas, Nevada, and throughout the Southwest
26 United States. Since 2008, Patrick Byrne, a partner in the firm, has received numerous awards and
27 widespread recognition for his skill as a real estate litigator. Its invoices for representing Malek when
28

1 seeking dismissal of the case, and successfully expunging the Trust's wrongfully filed *lis pendens*, are
2 attached to Malek's motion.

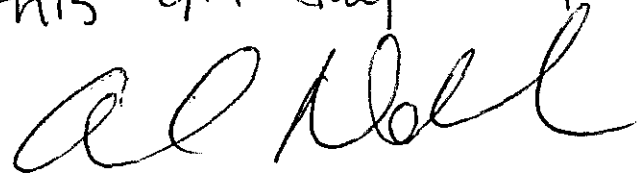
3 10. The undersigned has reviewed Malek's motion for attorneys' fees and costs, as well as
4 its attached exhibits, and is aware of its contents. The information contained in the motion and its
5 exhibits is true to the best of his knowledge. The attorneys' fees and costs sought in the motion were
6 actually and necessarily incurred, and are reasonable in light of the work performed by this firm on the
7 case, and in connection with the *Brunzell* factors described above.

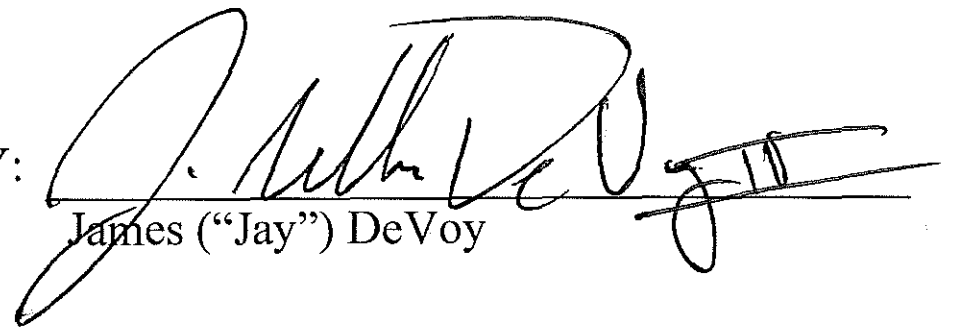
8 11. As prevailing party in this case, an award of attorneys' fees and costs to Malek in the
9 amount of \$122,033.93 is appropriate, and supported by *Brunzell* in addition to other case law.
10 Further Affiant sayeth naught.

11 I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

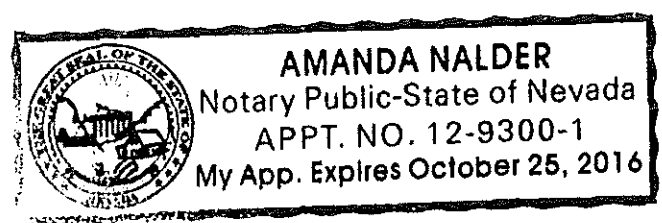
12 DATED this 9th day of September, 2015.
13
14
15

16 Subscribed and Sworn to me
17 this 9th day of September, 2015 BY:

18 


James ("Jay") DeVoy

19
20 Notary Public



CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of September, 2015, pursuant to NRCP 5(b), I served via the Eighth Judicial District Court electronic service system and to be placed in the United States Mail, with first class postage prepaid thereon, and addressed the foregoing **MOTION FOR ATTORNEYS' FEES AND COSTS** to the following parties:

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