

In the Supreme Court of the State of Nevada

KIMBERLY BECKER RIGGS aka KIMBERLY J. BECKER, and BRIAN T. BECKER, by and through JENNIFER BECKER, personal representative of the Estate of Brian T. Becker, Sr., deceased,

Appellants,

vs.

CHRISTOPHER D. SULLIVAN, ESQ.,

Respondent.

Electronically Filed
Supreme Court No. 71853
District Court No. 1672494
January 11, 2017 08:58 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

DOCKETING STATEMENT CIVIL APPEAL

GENERAL INFORMATION

All appellants not in proper person must complete this docketing statement. NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, classifying cases for en banc, panel, or expedited treatment, compiling statistical information and identifying parties and their counsel.

WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to attach documents as requested in this statement, completely fill out the statement, or to fail to file it in a timely manner, will constitute grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. *See Moran v. Bonneville Square Assocs.*, 117 Nev. 525, 25 P.3d 898 (2001); *KDI Sylvan Pools v. Workman*, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

- Judicial District: Eighth Department: XI County: Clark
Judge: The Honorable Elizabeth G. Gonzalez District Court Docket No.: A-16-732494
- Attorney filing this docketing statement:**
Attorney: James E. Shapiro, Esq. Telephone: (702) 318-5033
Firm: Smith & Shapiro, PLLC
Address: 2520 St. Rose Pkwy., Suite 220, Henderson, NV 89074
Clients: Appellants, Kimberly Becker and Jennifer Becker

If this is a joint statement completed on behalf of multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

3. Attorney(s) representing respondent(s):

Attorney: Christopher D. Sullivan, Esq. Telephone: (702) 471-0112

Firm: CHRIS SULLIVAN LAW FIRM

Address: 332 S. Jones Blvd., Las Vegas, NV 89107

Clients: Respondent, Christopher D. Sullivan, Esq.

4. Nature of disposition below (check all that apply):

- | | |
|--|---|
| <input type="checkbox"/> Judgment after bench trial | <input type="checkbox"/> Grant/Denial of declaratory relief |
| <input type="checkbox"/> Judgment after jury verdict | <input type="checkbox"/> Review of agency determination |
| <input type="checkbox"/> Summary judgment | <input type="checkbox"/> Divorce decree: |
| <input type="checkbox"/> Default judgment | <input type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Dismissal | <input checked="" type="checkbox"/> Other disposition (specify) <u>Motion for</u> |
| <input type="checkbox"/> Lack of jurisdiction | <u>Determination of Attorneys' Lien</u> |
| <input type="checkbox"/> Failure to state a claim | <u></u> |
| <input type="checkbox"/> Failure to prosecute | <u></u> |
| <input type="checkbox"/> Other (specify) <u></u> | <u></u> |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief | |
| <input type="checkbox"/> Grant/Denial of injunction | |

5. Does this appeal raise issues concerning any of the following:

- | | |
|--|--|
| <input type="checkbox"/> Child custody | <input type="checkbox"/> Termination of parental rights |
| <input type="checkbox"/> Venue | <input type="checkbox"/> Grant/denial of injunction or TRO |
| <input type="checkbox"/> Adoption | <input type="checkbox"/> Juvenile matters |

6. Pending and prior proceedings in this court. List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

Name: N/A

Docket Number: N/A

7. Pending and prior proceedings in other courts. List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

None.

8. **Nature of the action.** Briefly describe the nature of the action, including a list of the causes of action pleaded, and the result below:

Nature of the action: The action involves a business dispute between the Appellants and the Defendants in the underlying case. The case was settled; however, the former attorney for the Appellants/Plaintiffs filed an Attorneys' Lien in the case, seeking payment of nearly \$400,000.00 for work allegedly performed in the case over a 3.5 month period of time.

Causes of action: The causes of action in the underlying complaint are tangentially relevant, if at all, as the matter on appeal involves only the validity and amount of an Attorneys' Lien. However, the Complaint included causes of action for (1) Breach of Contract, (2) Breach of Implied Covenant of Good Faith and Fair Dealing, (3) Breach of Fiduciary Duty, (4) Declaratory Relief, (5) Battery, (6) Injunctive Relief, (7) [sic] Breach of Fiduciary Duty, and (8) Indemnity.

Result below: The Action was settled. However, on October 25, 2016, the Court entered an Order adjudicating the Respondent's Attorneys' Lien in the amount of \$305,370.00.

9. **Issues on appeal.** State concisely the principal issue(s) in this appeal:

Whether the District Court erred in awarding Respondent the sum of \$305,370.00 in attorneys fees, when the amount awarded is not reasonable, when it was not sufficiently or properly substantiated, when credit was not given for payments made, when costs were awarded that Respondent never incurred or actually paid, and when Respondent double-billed for multiple entries.

10. **Pending proceedings in this court raising the same or similar issues.** If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket number and identify the same or similar issues raised: N/A.

11. **Constitutional issues.** If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130? N/A.

12. **Other issues.** Does this appeal involve any of the following issues?

- ☐ Reversal of well-settled Nevada precedent (on an attachment, identify the case(s))
- ☐ An issue arising under the United States and/or Nevada Constitutions
- ☐ A substantial issue of first-impression
- ☐ An issue of public policy
- ☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions
- ☐ A ballot question

If so, explain: _____

13. **Trial.** If this action proceeded to trial, how many days did the trial last? N/A

Was it a bench or jury trial? N/A

14. **Judicial disqualification.** Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation on this cross-appeal? If so, which Justice? No

TIMELINESS OF NOTICE OF APPEAL

15. **Date of entry of written judgment or order appealed from** October 25, 2016. **Attach a copy. If more than one judgment or order is appealed from, attach copies of each judgment or order from which an appeal is taken.**

(a) If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

N/A.

16. **Date written notice of entry of judgment or order served** October 27, 2016. **Attach a copy, including proof of service, for each order or judgment appealed from.**

(a) Was service by delivery _____ or by mail X [e-service] (specify).

17. **If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59),**

(a) Specify the type of motion, and the date and method of service of the motion, and date of filing.

NRCP 50(b) _____ Date served _____ By delivery _____ Or by mail _____ Date of filing _____.
NRCP 52(b) _____ Date served _____ By delivery _____ Or by mail _____ Date of filing _____.
NRCP 59(e) _____ Date served _____ By delivery _____ Or by mail _____ Date of filing _____.

Attach copies of all post-trial tolling motions

NOTE: Motions made pursuant to NRCP 60 or motion for rehearing or reconsideration do not toll the time for filing a notice of cross-appeal.

(b) Date of entry of written order resolving tolling motion _____. Attach a copy.

(c) Date written notice of entry of order resolving motion served _____. Attach a copy, including proof of service.

(i) Was service by delivery _____ or by mail _____ (specify).

18. **Date notice of appeal was filed** November 23, 2016.

(a) If more than one party has appealed from the judgment or order, list date each notice of appeal was filed and identify by name the party filing the notice of appeal: N/A.

19. **Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a), NRS 155.190, or other:** NRAP 4(a)(1).

SUBSTANTIVE APPEALABILITY

20. **Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:**

NRAP 3A(b)(1) X NRS 155.190 _____ (specify subsection) _____
NRAP 3A(b)(2) _____ NRS 38.205 _____ (specify subsection) _____
NRAP 3A(b)(3) _____ NRS 703.376 _____ (specify subsection) _____
Other (specify) _____

Explain how each authority provides a basis for appeal from the judgment or order:

NRAP 3A(b)(1) provides the basis for this appeal because the Order appealed from is a final judgment.

21. **List all parties involved in the action in the district court:**

Appellant: Kimberly Becker and Jennifer Becker
Respondent: Christopher D. Sullivan, Esq.

Defendant Ernest A. Becker IV
Defendant Kathleen C. Becker
Defendant Sallie E. Becker
Defendant Ernest A. Becker V

(a) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, e.g., formally dismissed, not served, or other: Defendants Ernest A. Becker IV, Kathleen C. Becker, Sallie E. Becker, and Ernest A. Becker V settled the case with the Appellants and are being dismissed, which dismissal is pending. None of the forgoing parties have any interest in the issue on appeal.

22. **Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims or third-party claims, and the trial court's disposition of each claim, and how each claim was resolved (i.e., order, judgment, stipulation), and the date of disposition of each claim. Attach a copy of each disposition.**

Appellants' claims against Respondents:

- (i) Breach of Contract - business dealings and management of family entities
 - (ii) Breach of Implied Covenant of Good Faith and Fair Dealing
 - (iii) Breach of Fiduciary Duty
 - (iv) Declaratory Relief
 - (v) Battery
 - (vi) Injunctive Relief
 - (vii) [sic] Breach of Fiduciary Duty
 - (viii) Indemnity
- No disposition - settled.

Sullivan's claims against Appellants:

- (i) Attorneys Fees and Costs. Entitled to attorneys fees pursuant to Attorneys' Lien under NRS 18.015(6). Order awarding attorneys fees and costs, dated October 25, 2016.

23. **Attach copies of the last-filed version of all complaints, counterclaims, and/or cross-claims filed in the district court.**

See Exhibits 1 and 2.

24. **Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action below:**

Yes X No

25. **If you answered "No" to the immediately previous question, complete the following:**

(a) Specify the claims remaining pending below:

(b) Specify the parties remaining below:

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCPC 54(b):

Yes No If "Yes," attach a copy of the certification or order, including any notice of entry and proof of service.

- (d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment:

Yes _____ No _____

26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)): N/A.

VERIFICATION

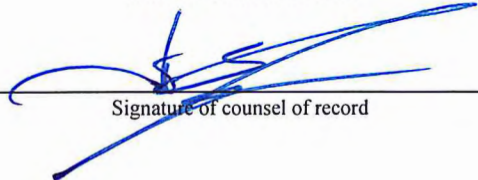
I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Kimberly Becker and Jennifer Becker
Name of appellant

January 3, 2017
Date

Clark County, Nevada
State and county where signed

James E. Shapiro, Esq.
Name of counsel of record


Signature of counsel of record

INDEX OF EXHIBITS

February 26, 2016 Complaint	Exhibit “1”
April 11, 2016 First Amended Complaint	Exhibit “2”
October 25, 2016 Order Adjudicating Attorney’s Lien and Withdrawal of Counsel	Exhibit “3”
October 27, 2016 Notice of Entry of Order	Exhibit “4”

CERTIFICATE OF SERVICE

I certify that on the 3rd day of January, 2017, I served a copy of this completed Docketing Statement upon all counsel of record:

- ☐ By personally serving it upon him/her; or
☒ By mailing it by first class mail with sufficient postage prepaid to the following address(es):

Christopher D. Sullivan, Esq.
CHRIS SULLIVAN LAW OFFICE
332 S. Jones Blvd.
Las Vegas, NV 89107
Attorneys for Respondent,
Christopher D. Sullivan, Esq.

Dated this 3rd day of January, 2017.



Signature

EXHIBIT 1

EXHIBIT 1

DISTRICT COURT CIVIL COVER SHEET

Clark

County, Nevada

A-16-732494-C

Case No.

(Assigned by Clerk's Office)

XXIV

I. Party Information *(provide both home and mailing addresses if different)*

Plaintiff(s) (name/address/phone):

Brian Becker

Defendant(s) (name/address/phone):

ERNEST A. Becker IV

Attorney (name/address/phone):

Chris Sullivan Esq
510 S. 8th St
Las Vegas, NV 89101
(702) 471-0112

Attorney (name/address/phone):

II. Nature of Controversy *(please select the one most applicable filing type below)*

Civil Case Filing Types

<p>Real Property</p> <p>Landlord/Tenant</p> <p><input type="checkbox"/> Unlawful Detainer</p> <p><input type="checkbox"/> Other Landlord/Tenant</p> <p>Title to Property</p> <p><input type="checkbox"/> Judicial Foreclosure</p> <p><input type="checkbox"/> Other Title to Property</p> <p>Other Real Property</p> <p><input type="checkbox"/> Condemnation/Eminent Domain</p> <p><input checked="" type="checkbox"/> Other Real Property</p>	<p>Negligence</p> <p><input type="checkbox"/> Auto</p> <p><input type="checkbox"/> Premises Liability</p> <p><input type="checkbox"/> Other Negligence</p> <p>Malpractice</p> <p><input type="checkbox"/> Medical/Dental</p> <p><input type="checkbox"/> Legal</p> <p><input type="checkbox"/> Accounting</p> <p><input type="checkbox"/> Other Malpractice</p>	<p>Torts</p> <p>Other Torts</p> <p><input type="checkbox"/> Product Liability</p> <p><input type="checkbox"/> Intentional Misconduct</p> <p><input type="checkbox"/> Employment Tort</p> <p><input type="checkbox"/> Insurance Tort</p> <p><input type="checkbox"/> Other Tort</p>
<p>Probate</p> <p><i>(select case type and estate value)</i></p> <p><input type="checkbox"/> Summary Administration</p> <p><input type="checkbox"/> General Administration</p> <p><input type="checkbox"/> Special Administration</p> <p><input type="checkbox"/> Set Aside</p> <p><input type="checkbox"/> Trust/Conservatorship</p> <p><input type="checkbox"/> Other Probate</p> <p>Estate Value</p> <p><input type="checkbox"/> Over \$200,000</p> <p><input type="checkbox"/> Between \$100,000 and \$200,000</p> <p><input type="checkbox"/> Under \$100,000 or Unknown</p> <p><input type="checkbox"/> Under \$2,500</p>	<p>Construction Defect & Contract</p> <p>Construction Defect</p> <p><input type="checkbox"/> Chapter 40</p> <p><input type="checkbox"/> Other Construction Defect</p> <p>Contract Case</p> <p><input type="checkbox"/> Uniform Commercial Code</p> <p><input type="checkbox"/> Building and Construction</p> <p><input type="checkbox"/> Insurance Carrier</p> <p><input type="checkbox"/> Commercial Instrument</p> <p><input type="checkbox"/> Collection of Accounts</p> <p><input type="checkbox"/> Employment Contract</p> <p><input type="checkbox"/> Other Contract</p>	<p>Judicial Review/Appeal</p> <p>Judicial Review</p> <p><input type="checkbox"/> Foreclosure Mediation Case</p> <p><input type="checkbox"/> Petition to Seal Records</p> <p><input type="checkbox"/> Mental Competency</p> <p>Nevada State Agency Appeal</p> <p><input type="checkbox"/> Department of Motor Vehicle</p> <p><input type="checkbox"/> Worker's Compensation</p> <p><input type="checkbox"/> Other Nevada State Agency</p> <p>Appeal Other</p> <p><input type="checkbox"/> Appeal from Lower Court</p> <p><input type="checkbox"/> Other Judicial Review/Appeal</p>
<p>Civil Writ</p> <p>Civil Writ</p> <p><input type="checkbox"/> Writ of Habeas Corpus</p> <p><input type="checkbox"/> Writ of Mandamus</p> <p><input type="checkbox"/> Writ of Quo Warrant</p> <p><input type="checkbox"/> Writ of Prohibition</p> <p><input type="checkbox"/> Other Civil Writ</p>		<p>Other Civil Filing</p> <p>Other Civil Filing</p> <p><input type="checkbox"/> Compromise of Minor's Claim</p> <p><input type="checkbox"/> Foreign Judgment</p> <p><input type="checkbox"/> Other Civil Matters</p>

Business Court filings should be filed using the Business Court civil coversheet.

2-26-16

Date

Signature of initiating party or representative

See other side for family-related case filings.

Alan D. Sullivan

CLERK OF THE COURT

1 COMP

2 CHRIS SULLIVAN, ESQ.

3 Chris Sullivan Law Firm

4 510 S. 8th St.

5 Las Vegas, Nevada 89101

6 (702) 610-8012

7 Chris@ThisIsYourAttorney.com

8 Attorney for PLAINTIFFS

9
10
11 DISTRICT COURT

12 CLARK COUNTY, NEVADA

13 BRIAN BECKER and KIMBERLY
14 BECKER (aka KIMBERLY BECKER
15 RIGGS) as individuals, Managers,
16 Members, Trustees, an/or Signatories;

17 PLAINTIFFS,

18 v.

19 ERNEST A. BECKER IV, an individual;
20 KATHLEEN BECKER, an individual;
21 SALLIE BECKER, an individual;
22 ERNEST BECKER V, an individual;
23 BEKS GROUP, LLC,
24 a Nevada Limited Liability Corporation;
25 EB FAMILY HOLDINGS, LLC,
26 a Nevada Limited Liability Corporation
27 DESERT INVESTMENTS, LLC,
28 a Nevada Limited Liability Corporation;
PINETREE, LLC,
a Nevada Limited Liability Corporation;
LV APARTMENT PROPERTIES,
a Nevada Limited Liability Corporation;
ANN TENAYA PLAZA, LLC,
a Nevada Limited Liability Corporation;
OCEAN BREEZE, LLC,
a Nevada Limited Liability Corporation;
BECKER EQUITIES, LLC,
a Nevada Limited Liability Corporation;
CASTLE ROCK PROPERTIES, LLC

COMPLAINT: A-16-732494-C
XXIV

1. BREACH OF CONTRACT;
2. BREACH OF THE COVENANT
OF G/F and F/D
3. BREACH OF FIDUCIARY DUTY
4. DECLARATORY RELIEF
5. BATTERY
6. INJUNCTIVE RELIEF
7. BREACH OF FIDUCIARY DUTY

EXEMPT FROM ARBITRATION
TITLE TO REAL PROPERTY

AMOUNT IN CONTROVERSY
OVER \$50,000

DECLARATORY AND INJUNCTIVE
RELIEF SOUGHT

1 a Nevada Limited Liability Corporation;)
 MEADOWS APARTMENT PROPERTIES,))
 2 LLC;)
 a Nevada Limited Liability Corporation;)
 3 ERNEST A. BECKER INVESTMENT)
 COMPANY,)
 4 a Nevada Corporation;)
 PRAIRIE DOG, LLC,)
 5 a Nevada limited liability company)
 HIDDEN CANYON, LLC,)
 6 a Nevada limited liability company;)
 CAPITAL REEF, LLC,)
 7 a Nevada limited liability Company;)
 8 LMP, LLC,)
 a Nevada limited liability company;)
 9 95, LLC,)
 10 a Nevada limited liability company,)
 LM JONES, LLC,)
 11 a Nevada limited liability company;)
 RANCHO PROPERTIES, LLC,)
 12 a Nevada limited liability company;)
 C&W PROPERTIES, LLC,)
 13 a Nevada limited Liability company;)
 14 TP1000, LLC,)
 a Nevada Limited liability company;)
 15 D16, LLC,)
 a Nevada limited liability company;)
 16 CRPP, LLC,)
 a Nevada limited liability company;)
 17 3000MW, LLC,)
 18 a Nevada limited liability company;)
 S&B APARTMENTS, LLC,)
 19 a Nevada limited liability company;)
 DESERT HOLDINGS, LLC,)
 20 a Nevada limited liability company;)
 LAS VEGAS APARTMENT PROPERTY,)
 21 LLC,)
 22 a Nevada limited liability company;)
 ALEXANDER TENAYA, LLC,)
 23 a Nevada limited liability company;)
 AT-QTA, LLC,)
 24 a Nevada limited liability company;)
 HCP PROPERTIES, LLC,)
 25 a Nevada limited liability company;)
 26 BEKS 2014 INSURANCE TRUST,)
 A Nevada Trust;)
 27 BECKER-NEVADA TRUST,)
 28

1 A Nevada Trust;)
2 SALLIE ELIZABETH BECKER 2000)
3 IRREVOCABLE TRUST,)
4 a Nevada Trust;)
5 BRIAN TIMOTHY BECKER 2000)
6 IRREVOCABLE TRUST,)
7 a Nevada Trust;)
8 ERNEST AUGUST BECKER 2000)
9 IRREVOCABLE TRUST,)
10 a Nevada Trust;)
11 KIMBERLY BECKER RIGGS 2000)
12 IRREVOCABLE TRUST,)
13 a Nevada Trust;)
14 2014 GRANCHILDREN'S IV TRUST)
15 a Nevada Trust)
16 DOES I thru XX, individuals, and;)
17 ROE CORPORATIONS I through XX)
18)
19)
20)
21)
22)
23)
24)
25)
26)
27)
28)
DEFENDANTS)

COMPLAINT

COME NOW, PLAINTIFFS BRIAN BECKER and KIMBERLY BECKER by and through their attorney of record, Chris Sullivan, Esq. of CHRIS SULLIVAN LAW FIRM and hereby brings the underlying complaint against the above-named DEFENDANTS.

PLAINTIFFS allege against DEFENDANTS, and each of them, as follows:

CAPACITY AND IDENTIFICATION OF PARTIES

1. BRIAN BECKER (hereinafter "BRIAN") is a resident of Las Vegas, County of Clark, State of Nevada.

2. KIMBERLY BECKER (hereinafter "KIM") is a resident of Las Vegas, County of Clark, State of Nevada.

1 3. DEFENDANT ERNEST A. BECKER, IV (Hereinafter "ERNIE") is a resident of Las
2 Vegas, County of Clark, State of Nevada.

3 4. DEFENDANT KATHLEEN BECKER (hereinafter "KATHY") is a resident of Las
4 Vegas, County of Clark, State of Nevada.

5 5. DEFENDANT SALLIE BECKER (hereinafter "SALLIE") is a resident of Las Vegas,
6 County of Clark, State of Nevada.

7 6. DEFENDANT ERNEST BECKER V (hereinafter "ERNIE V") is a resident of Las
8 Vegas, County of Clark, State of Nevada.

9 7. DEFENDANT BECKS GROUP, LLC (hereinafter "BEKS") is a Nevada Limited
10 Liability Corporation.

11 8. DEFENDANT EB FAMILY HOLDINGS, LLC (hereinafter "EB FAMILY
12 HOLDINGS") is a Nevada Limited Liability Corporation.

13 9. DEFENDANT DESERT INVESTMENTS, LLC (hereinafter "DESERT INV") is a
14 Nevada Limited Liability Corporation.

15 10. DEFENDANT PINETREE, LLC (hereinafter "PINETREE") is a Nevada Limited
16 Liability Corporation.

17 11. DEFENDANT LV APARTMENT PROPERTIES, LLC (hereinafter "LV
18 APARTMENTS") is a Nevada Limited Liability Corporation.

19 12. DEFENDANT ANN TENAYA PLAZA, LLC (hereinafter "ANN TENAYA") is a
20 Nevada Limited Liability Corporation.

21 13. DEFENDANT OCEAN BREEZE, LLC (hereinafter "OCEAN BREEZE") is a Nevada
22 Limited Liability Corporation.

23 14. DEFENDANT BECKER EQUITIES, LLC (hereinafter "BECKER EQUITIES") is a
24 Nevada Limited Liability Corporation.

1 15. DEFENDANT CASTLE ROCK PROPERTIES, LLC (hereinafter "CASTLE ROCK")
2 is a Nevada Limited Liability Corporation.

3 16. DEFENDANT MEADOWS APARTMENT PROPERTIES, LLC (hereinafter
4 "MEADOWS APRTMENTS") is a Nevada Limited Liability Corporation.

5 17. DEFENDANT ERNEST A. BECKER INVESTMENT COMPANY, LLC (hereinafter
6 "E. A. BECKER INVESTCO ") is a Nevada Limited Liability Corporation.

7 18. DEFENDANT PRAIRIE DOG, LLC (hereinafter "PRAIRIE DOG") is a Nevada
8 Limited Liability Corporation.

9 19. DEFENDANT HIDDEN CANYON, LLC (hereinafter "HIDDEN CANYON") is a
10 Nevada Limited Liability Corporation.

11 20. DEFENDANT CAPITAL REEF, LLC (hereinafter "CAPITAL REEF") is a Nevada
12 Limited Liability Corporation.

13 21. DEFENDANT LMP, LLC (hereinafter LMP") is a Nevada Limited Liability
14 Corporation.

15 22. DEFENDANT 95, LLC (hereinafter "95") is a Nevada Limited Liability Corporation.

16 23. DEFENDANT LM JONES, LLC (hereinafter "LM JONES") is a Nevada Limited
17 Liability Corporation.

18 24. DEFENDANT RANCHO PROPERTIES, LLC (hereinafter "RANCHO
19 PROPERTIES") is a Nevada Limited Liability Corporation.

20 25. DEFENDANT C&W PROPERTIES, LLC (hereinafter "C&W") is a Nevada Limited
21 Liability Corporation.

22 26. DEFENDANT TP1000, LLC (hereinafter "TP 1000") is a Nevada Limited Liability
23 Corporation.

1 27. DEFENDANT D16, LLC (hereinafter "D16") is a Nevada Limited Liability
2 Corporation.

3 28. DEFENDANT CRPP, LLC (hereinafter "CRPP") is a Nevada Limited Liability
4 Corporation.

5 29. DEFENDANT 3000MW, LLC (hereinafter "300MW") is a Nevada Limited Liability
6 Corporation.

7 30. DEFENDANT S&B APARTMENTS, LLC (hereinafter "S&B APARTMENTS") is a
8 Nevada Limited Liability Corporation.

9 31. DEFENDANT DESERT HOLDINGS, LLC (hereinafter "DESERT HOLDINGS") is a
10 Nevada Limited Liability Corporation.

11 32. DEFENDANT LAS VEGAS APARTMENT PROPERTY, LLC (hereinafter "LV
12 APARTMENTS") is a Nevada Limited Liability Corporation.

13 33. DEFENDANT ALEXANDER TENAYA, LLC (hereinafter "ALEXANDER
14 TENAYA") is a Nevada Limited Liability Corporation.

15 34. DEFENDANT AT-QTA, LLC (hereinafter "AT-QTA") is a Nevada Limited Liability
16 Corporation.

17 35. DEFENDANT HCP PROPERTIES, LLC (hereinafter "HCP") is a Nevada Limited
18 Liability Corporation.

19 36. DEFENDANT BECKER-NEVADA TRUST (hereinafter "BECKER-NEVADA") is a
20 Nevada Trust.

21 37. DEFENDANT BEKS 2014 INSURANCE TRUST (hereinafter "BEKS 2014 INS") is
22 a Nevada Trust.

23 38. DEFENDANT SALLIE ELIZABETH BECKER 2000 IRREVOCABLE TRUST
24 (hereinafter "SEB 2000") is a Nevada Trust.
25
26
27
28

1 39. DEFENDANT BRIAN TIMOTHY BECKER 2000 IRREVOCABLE TRUST
2 (hereinafter "BTB 2000") is a Nevada Trust.

3 40. DEFENDANT ERNEST AUGUST BECKER 2000 IRREVOCABLE TRUST
4 (hereinafter "EAB 2000") is a Nevada Trust.

5 41. DEFENDANT KIMBERLY BECKER RIGGS 2000 IRREVOCABLE TRUST
6 (hereinafter "KBR 2000") is a Nevada Trust.

7 42. DEFENDANT 2014 GRANDCHILDREN'S IV TRUST (hereinafter
8 "GRANDCHILDREN TRUST") is a Nevada Trust.

9
10 43. DEFENDANTS DOES I through XX, inclusive, and therefore sues said
11 DEFENDANTS by their fictitious names. PLAINTIFFS will amend this complaint to allege
12 their true names, capacities, or basis for liability when the same have been ascertained.
13 PLAINTIFFS is informed and believes and on that basis alleges that DEFENDANTS Does 1
14 through 10, inclusive, and each of them, are in some manner liable to PLAINTIFFS, or claim
15 some right, title, or interest in the subject property that is junior and inferior to that of
16 PLAINTIFFS, or both.

17
18 44. DEFENDANT ROE CORPORATIONS I through XX, inclusive, and therefore sues
19 said DEFENDANTS by their fictitious names. PLAINTIFFS will amend this complaint to
20 allege their true names, capacities, or basis for liability when the same have been ascertained.
21 PLAINTIFFS is informed and believes and on that basis alleges that DEFENDANTS ROES 1
22 through 20, inclusive, and each of them, are in some manner liable to PLAINTIFFS, or claim
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27 45. Venue in the District Court in Clark County, the State of Nevada, is proper
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10 properties.
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13 his children BRIAN, KIM, SALLIE and ERNIE V.

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15 property) are owed by separate subsidiary companies of EB FAMILY HOLDINGS, and
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4 capacity which includes but is not limited to what is believed to be some form of Vascular
5 Dementia following his open heart surgery which exacerbated his pre-existing cognitive
6 decline;

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8 BRIAN and KIM wish to offer testimony and documentary proof of their Father's bizarre and
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12 embarrassment, professional embarrassments, strange and improper business dealings and has
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15 to continue to manage and operate BEKS even though he has no legal interest in the LLC.
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18 management and operations BEKS after selling her gaming company. It should be noted, that
19 KIM has been involved in the collective family enterprises since childhood. And, her Father
20 asked her to come back the family business (then Becker Enterprises) in 2001.

21 58. Sometime in early 2014, it became jarringly aware to BRIAN and KIM the extent of
22 harm caused to the various entities that were being managed by their father in his diminished
23 state.
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17 When BRIAN happened to return to the premises at the same time, ERNIE IV physically
18 assaulted his son and bent his thumb backwards tearing tendons. BRIAN underwent surgery
19 to repair his thumb on February 25, 2016.

20 65. ERNIE IV was arrested by the Las Vegas Metropolitan Police Department and an
21 emergency Temporary Protective Order was issued against him.

22 66. Notwithstanding the obvious, ERNIE IV continues to refuses to discuss any positive
23 ways to save the businesses, but rather stated that he was going to sell everything, even though
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1 he was not the sole owner of the assets or entities involved and even though those assets were
2 owned and controlled under a complex ownership scheme described above.

3 67. Finally, on February 24, 2016, ERNIE IV caused the Attorney who defended him at
4 the TPO extension hearing to draft a letter "as formal notice to BEKS GROUP, LLC of the
5 attached entities decision and demand. . . cease providing services whatsoever. . . to each of
6 the companies which are specifically referenced. . . "

7 68. ERNST IV has no legal authority to unilaterally decide anything on behalf of the
8 majority of those companies referenced in the letter and which now are named herein as
9 Defendants
10

11 **COUNT ONE**

12 **(Breach of Contract)**

13 69. PLAINTIFFS repeat and re-allege each and every allegation heretofore stated and
14 incorporates same as thought fully set forth herein.

15 70. The Operating Agreements and Trust Agreements and other documents and
16 agreements related to the above entities constitute contracts between the parties.
17

18 71. That the defendant Ernie has breached said contracts by his actions.

19 72. PLAINTIFFS' have been damaged as a result of DEFENDANTS' actions in an
20 amount which is just, reasonable and proven and trial.

21 73. PLAINTIFFS are entitled to their costs, and expenses of action, together with
22 reasonable attorney's fees pursuant to

23 74. For general damages in an amount that is just, reasonable and proven at trial;
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COUNT TWO

(Breach of the Covenant of Good Faith and Fair Dealing)

75. PLAINTIFFS repeat and re-allege each and every allegation heretofore stated and incorporates same as thought fully set forth herein.

76. A covenant of good faith and fair dealing was implied in the Agreements.

77. DEFENDANT breached this covenant by knowingly and willfully concealing the true facts of the financials of the various businesses, taking out loans for his benefit and seeking to disenfranchise plaintiffs from the business.

78. DEFENDANT acted willfully, maliciously, and with the intent to injure PLAINTIFFS such that PLAINTIFFS are entitled to punitive and exemplary damages in an amount to be determined by the trier of fact.

79. PLAINTIFFS have been damaged as a result of DEFENDANTS' actions in an amount which is just, reasonable and proven at trial.

80. PLAINTIFFS are entitled to their costs, and expenses of action, together with reasonable attorney's fees.

COUNT THREE

(Conversion/Constructive Trust/Embezzlement)

81. PLAINTIFFS repeat and re-allege each and every allegation heretofore stated and incorporates same as thought fully set forth herein.

82. That the DEFENDANT herein converted PLAINTIFFS funds, services, and other assets of the companies to his own personal use.

83. That said actions constitute conversion.

84. That PLAINTIFFS has been damaged thereby.

1 85. That DEFENDANTS' actions are outrageous, and punitive damages are appropriate.

2 86. As a result of DEFENDANT'S actions, it has been necessary for PLAINTIFFS to
3 retain the services of a duly licensed and practicing attorney in the State of Nevada, to file this
4 action and DEFENDANT should be required to pay reasonable attorney's fees to PLAINTIFFS

5 87. PLAINTIFFS have been damaged and will continue to suffer damages in excess of
6 \$10,000

7 88. Punitive damages are appropriate.
8

9 **COUNT FOUR**

10 **(Declaratory Relief)**

11 89. PLAINTIFFS repeat and re-allege each and every allegation heretofore stated and
12 incorporates same as though fully set forth herein.

13 90. An actual controversy has arisen and now exists between PLAINTIFFS and
14 DEFENDANT as to the management of the companies and Defendant by his actions has
15 demonstrated if not incompetency a sufficient loss of business judgment to mandate his removal
16 as a manager of the above entities to preserve the assets .

17 91. Based upon the allegations, transactions, and occurrences alleged and described herein,
18 there exists between the parties a justifiable controversy and the issues involved in the
19 controversy are ripe for judicial determination.
20

21 92. Pursuant to NRS 30.010 *et seq.*, this Court has the authority to declare the rights and
22 obligations of the parties under the facts, occurrences, transactions and circumstances alleged
23 herein, and Counterclaimant desires a declaration as to the rights, duties, and obligations of the
24 parties herein with respect thereto
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1 93. That it has been necessary for PLAINTIFFS to obtain the services of an attorney to
2 prosecute this action, and they are entitled to reimbursement for those attorney's fees and costs
3 which have been reasonably incurred.

4 **COUNT FIVE**

5 **(Battery)**

6 94. PLAINTIFFS repeat and re-allege each and every allegation heretofore stated
7 and incorporates same as thought fully set forth herein.

8 95. The actions of Ernie on February 17th constitute a battery on Brian and resulted in serious
9 physical injury requiring surgery.

10 96. The result there of Brian's been damaged in excess of \$10,000.

11 **COUNT SIX**

12 **(Injunctive Relief)**

13 97. That PLAINTIFFS pray for Injunctive Relief removing ERNIE IV from management and
14 control of the above named business.

15 **COUNT SEVEN**

16 **(Breach of Fiduciary Duty)**

17 98. That as a manager of the above entities DEFENDANT owed the PLAINTIFFS and
18 businesses a fiduciary duty to act on behalf of the various business entities in a manner to
19 preserve and protect the assets.

20 99. That DEFENDANT ERNIE IV has encumbered the assets of the businesses, failed to
21 handle the affairs of the business and failed to make appropriate distributions and made
22 inappropriate distributions thereby breaching said duty.

23 100. PLAINTIFFS were damaged thereby.

1 **WHEREFORE, PLAINTIFFS** prays for damages as follows:

2
3 1. For general damages in an amount that is just, reasonable and proven at trial;

4 2. For Consequential Damages in such amount as are just, reasonable and
5 proven at trial.

6 3. For punitive damages in such amount as is necessary to punish the DEFENDANT
7 and ensure that he not engage in such conduct in the future;

8 4. For declaratory relief declaring the interests of the parties as proven and removing
9 the Defendant from status as a manager of the entities
10

11 5. For interest thereon at the legal rate;

12 6. For reasonable costs;

13 7. For injunctive relief removing Defendant from management of the entities

14 8. For such other relief the Court deems just and proper.
15

16
17 DATED this 16 day of February, 2016.

18 By: 

19 CHRIS SULLIVAN, ESQ.

20 Chris Sullivan Law Firm.

21 510 S. 8th St.

22 Las Vegas, Nevada 89101

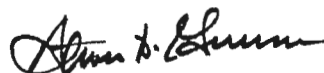
23 (702) 471-0112

24 Chris@ThisIsYourAttorney.com

25 Attorney For PLAINTIFFS
26
27
28

EXHIBIT 2

EXHIBIT 2



CLERK OF THE COURT

AMND COMP

CHRIS SULLIVAN, ESQ.

Chris Sullivan Law Firm

332 S. Jones Blvd.

Las Vegas, Nevada 89107

(702) 471-0112

Chris@ThisIsYourAttorney.com

Attorney for PLAINTIFFS

DISTRICT COURT
CLARK COUNTY, NEVADA

BRIAN BECKER and KIMBERLY
BECKER (aka KIMBERLY BECKER
RIGGS) as individuals, Managers,
Members, Trustees, an/or Signatories;

PLAINTIFFS,

v.

ERNEST A. BECKER IV, an individual;
KATHLEEN BECKER, an individual;
SALLIE BECKER, an individual;
ERNEST BECKER V, an individual;
BEKS GROUP, LLC,
a Nevada Limited Liability Corporation;
EB FAMILY HOLDINGS, LLC,
a Nevada Limited Liability Corporation
DESERT INVESTMENTS, LLC,
a Nevada Limited Liability Corporation;
PINETREE, LLC,
a Nevada Limited Liability Corporation;
LV APARTMENT PROPERTIES,
a Nevada Limited Liability Corporation;
ANN TENAYA PLAZA, LLC,
a Nevada Limited Liability Corporation;
OCEAN BREEZE, LLC,
a Nevada Limited Liability Corporation;
BECKER EQUITIES, LLC,
a Nevada Limited Liability Corporation;
CASTLE ROCK PROPERTIES, LLC

CASE # A-16-732494-B

Dept: XI

FIRST AMENDED COMPLAINT:

1. BREACH OF CONTRACT;
2. BREACH OF THE COVENANT
OF G/F and F/D
3. BREACH OF FIDUCIARY DUTY
4. DECLARATORY RELIEF
5. BATTERY
6. INJUNCTIVE RELIEF
7. BREACH OF FIDUCIARY DUTY

EXEMPT FROM ARBITRATION
TITLE TO REAL PROPERTY

AMOUNT IN CONTROVERSY
OVER \$50,000

DECLARATORY AND INJUNCTIVE
RELIEF SOUGHT

1 a Nevada Limited Liability Corporation;)
 MEADOWS APARTMENT PROPERTIES,))
 2 LLC;)
 a Nevada Limited Liability Corporation;)
 3 ERNEST A. BECKER INVESTMENT)
 COMPANY,)
 4 a Nevada Corporation;)
 PRAIRIE DOG, LLC,)
 5 a Nevada limited liability company)
 HIDDEN CANYON, LLC,)
 6 a Nevada limited liability company;)
 CAPITAL REEF, LLC,)
 7 a Nevada limited liability Company;)
 LMP, LLC,)
 8 a Nevada limited liability company;)
 9 95, LLC,)
 10 a Nevada limited liability company,)
 LM JONES, LLC,)
 11 a Nevada limited liability company;)
 RANCHO PROPERTIES, LLC,)
 12 a Nevada limited liability company;)
 C&W PROPERTIES, LLC,)
 13 a Nevada limited Liability company;)
 14 TP1000, LLC,)
 a Nevada Limited liability company;)
 15 D16, LLC,)
 a Nevada limited liability company;)
 16 CRPP, LLC,)
 a Nevada limited liability company;)
 17 3000MW, LLC,)
 18 a Nevada limited liability company;)
 S&B APARTMENTS, LLC,)
 19 a Nevada limited liability company;)
 DESERT HOLDINGS, LLC,)
 20 a Nevada limited liability company;)
 LAS VEGAS APARTMENT PROPERTY,)
 21 LLC,)
 22 a Nevada limited liability company;)
 ALEXANDER TENAYA, LLC,)
 23 a Nevada limited liability company;)
 AT-QTA, LLC,)
 24 a Nevada limited liability company;)
 HCP PROPERTIES, LLC,)
 25 a Nevada limited liability company;)
 26 BEKS 2014 INSURANCE TRUST,)
 A Nevada Trust;)
 27 BECKER-NEVADA TRUST,)
 28

1 A Nevada Trust;)
2 SALLIE ELIZABETH BECKER 2000)
3 IRREVOCABLE TRUST,)
4 a Nevada Trust;)
5 BRIAN TIMOTHY BECKER 2000)
6 IRREVOCABLE TRUST,)
7 a Nevada Trust;)
8 ERNEST AUGUST BECKER 2000)
9 IRREVOCABLE TRUST,)
10 a Nevada Trust;)
11 KIMBERLY BECKER RIGGS 2000)
12 IRREVOCABLE TRUST,)
13 a Nevada Trust;)
14 2014 GRANCHILDREN'S IV TRUST)
15 a Nevada Trust)
16 DOES I thru XX, individuals, and;)
17 ROE CORPORATIONS I through XX)
18)
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DEFENDANTS)

COMPLAINT

COME NOW, PLAINTIFFS BRIAN BECKER and KIMBERLY BECKER by and through their attorney of record, Chris Sullivan, Esq. of CHRIS SULLIVAN LAW FIRM and hereby brings the underlying complaint against the above-named DEFENDANTS.

PLAINTIFFS allege against DEFENDANTS, and each of them, as follows:

CAPACITY AND IDENTIFICATION OF PARTIES

1. BRIAN BECKER (hereinafter "BRIAN") is a resident of Las Vegas, County of Clark, State of Nevada.

2. KIMBERLY BECKER (hereinafter "KIM") is a resident of Las Vegas, County of Clark, State of Nevada.

1 3. DEFENDANT ERNEST A. BECKER, IV (Hereinafter "ERNIE") is a resident of Las
2 Vegas, County of Clark, State of Nevada.

3 4. DEFENDANT KATHLEEN BECKER (hereinafter "KATHY") is a resident of Las
4 Vegas, County of Clark, State of Nevada.

5 5. DEFENDANT SALLIE BECKER (hereinafter "SALLIE") is a resident of Las Vegas,
6 County of Clark, State of Nevada.

7 6. DEFENDANT ERNEST BECKER V (hereinafter "ERNIE V") is a resident of Las
8 Vegas, County of Clark, State of Nevada.

9 7. DEFENDANT BECKS GROUP, LLC (hereinafter "BEKS") is a Nevada Limited
10 Liability Corporation.

11 8. DEFENDANT EB FAMILY HOLDINGS, LLC (hereinafter "EB FAMILY
12 HOLDINGS") is a Nevada Limited Liability Corporation.

13 9. DEFENDANT DESERT INVESTMENTS, LLC (hereinafter "DESERT INV") is a
14 Nevada Limited Liability Corporation.

15 10. DEFENDANT PINETREE, LLC (hereinafter "PINETREE") is a Nevada Limited
16 Liability Corporation.

17 11. DEFENDANT LV APARTMENT PROPERTIES, LLC (hereinafter "LV
18 APARTMENTS") is a Nevada Limited Liability Corporation.

19 12. DEFENDANT ANN TENAYA PLAZA, LLC (hereinafter "ANN TENAYA") is a
20 Nevada Limited Liability Corporation.

21 13. DEFENDANT OCEAN BREEZE, LLC (hereinafter "OCEAN BREEZE") is a Nevada
22 Limited Liability Corporation.

23 14. DEFENDANT BECKER EQUITIES, LLC (hereinafter "BECKER EQUITIES") is a
24 Nevada Limited Liability Corporation.

1 15. DEFENDANT CASTLE ROCK PROPERTIES, LLC (hereinafter "CASTLE ROCK")
2 is a Nevada Limited Liability Corporation.

3 16. DEFENDANT MEADOWS APARTMENT PROPERTIES, LLC (hereinafter
4 "MEADOWS APRTMENTS") is a Nevada Limited Liability Corporation.

5 17. DEFENDANT ERNEST A. BECKER INVESTMENT COMPANY, LLC (hereinafter
6 "E. A. BECKER INVESTCO ") is a Nevada Limited Liability Corporation.

7 18. DEFENDANT PRAIRIE DOG, LLC (hereinafter "PRAIRIE DOG") is a Nevada
8 Limited Liability Corporation.

9 19. DEFENDANT HIDDEN CANYON, LLC (hereinafter "HIDDEN CANYON") is a
10 Nevada Limited Liability Corporation.

11 20. DEFENDANT CAPITAL REEF, LLC (hereinafter "CAPITAL REEF") is a Nevada
12 Limited Liability Corporation.

13 21. DEFENDANT LMP, LLC (hereinafter LMP") is a Nevada Limited Liability
14 Corporation.

15 22. DEFENDANT 95, LLC (hereinafter "95") is a Nevada Limited Liability Corporation.

16 23. DEFENDANT LM JONES, LLC (hereinafter "LM JONES") is a Nevada Limited
17 Liability Corporation.

18 24. DEFENDANT RANCHO PROPERTIES, LLC (hereinafter "RANCHO
19 PROPERTIES") is a Nevada Limited Liability Corporation.

20 25. DEFENDANT C&W PROPERTIES, LLC (hereinafter "C&W") is a Nevada Limited
21 Liability Corporation.

22 26. DEFENDANT TP1000, LLC (hereinafter "TP 1000") is a Nevada Limited Liability
23 Corporation.

1 27. DEFENDANT D16, LLC (hereinafter "D16") is a Nevada Limited Liability
2 Corporation.

3 28. DEFENDANT CRPP, LLC (hereinafter "CRPP") is a Nevada Limited Liability
4 Corporation.

5 29. DEFENDANT 3000MW, LLC (hereinafter "300MW") is a Nevada Limited Liability
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14 TENAYA") is a Nevada Limited Liability Corporation.

15 34. DEFENDANT AT-QTA, LLC (hereinafter "AT-QTA") is a Nevada Limited Liability
16 Corporation.

17 35. DEFENDANT HCP PROPERTIES, LLC (hereinafter "HCP") is a Nevada Limited
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19 36. DEFENDANT BECKER-NEVADA TRUST (hereinafter "BECKER-NEVADA") is a
20 Nevada Trust.

21 37. DEFENDANT BEKS 2014 INSURANCE TRUST (hereinafter "BEKS 2014 INS") is
22 a Nevada Trust.

23 38. DEFENDANT SALLIE ELIZABETH BECKER 2000 IRREVOCABLE TRUST
24 (hereinafter "SEB 2000") is a Nevada Trust.
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10 43. DEFENDANTS DOES I through XX, inclusive, and therefore sues said
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owned and controlled under a complex ownership scheme described above.

67. Finally, on February 24, 2016, ERNIE IV caused the Attorney who defended him at the TPO extension hearing to draft a letter “as formal notice to BEKS GROUP, LLC of the attached entities decision and demand. . . cease providing services whatsoever. . . to each of the companies which are specifically referenced. . . “

68. ERNEST IV has no legal authority to unilaterally decide anything on behalf of the majority of those companies referenced in the letter and which now are named herein as Defendants.

69. That Defendant DESERT INVESTMENTS leased a premise to a Medical Marijuana distributor in violation of Article IV, Section D, Paragraph 9 of the Operating Agreement.

70. That pursuant to Article 13, Section A of the Operating Agreement of DESERT INVESTMENTS, BRIAN BECKER is owed an indemnification due to the leasing of the premises to the Medical Marijuana distributor as it put his gaming license in jeopardy.

COUNT ONE

(Breach of Contract)

71. PLAINTIFFS repeat and re-allege each and every allegation heretofore stated and incorporates same as thought fully set forth herein.

70. The Operating Agreements and Trust Agreements and other documents and agreements related to the above entities constitute contracts between the parties.

71. That the defendant Ernie has breached said contracts by his actions.

72. PLAINTIFFS’ have been damaged as a result of DEFENDANTS’ actions in an amount which is just, reasonable and proven and trial.

73. PLAINTIFFS are entitled to their costs, and expenses of action, together with

he was not the sole owner of the assets or entities involved and even though those assets were

1 reasonable attorney's fees pursuant to

2 74. For general damages in an amount that is just, reasonable and proven at trial.

3 **COUNT TWO**

4 **(Breach of the Covenant of Good Faith and Fair Dealing)**

5 75. PLAINTIFFS repeat and re-allege each and every allegation heretofore stated and
6 incorporates same as thought fully set forth herein.

7 76. A covenant of good faith and fair dealing was implied in the Agreements.

8 77. DEFENDANT breached this covenant by knowingly and willfully concealing the true
9 facts of the financials of the various businesses, taking out loans for his benefit and seeking to
10 disenfranchise plaintiffs from the business.

11 78. DEFENDANT acted willfully, maliciously, and with the intent to injure PLAINTIFFS
12 such that PLAINTIFFS are entitled to punitive and exemplary damages in an amount to be
13 determined by the trier of fact.

14 79. PLAINTIFFS have been damaged as a result of DEFENDANTS' actions in an
15 amount which is just, reasonable and proven at trial.

16 80. PLAINTIFFS are entitled to their costs, and expenses of action, together with
17 reasonable attorney's fees.

18 **COUNT THREE**

19 **(Conversion/Constructive Trust/Embezzlement)**

20 81. PLAINTIFFS repeat and re-allege each and every allegation heretofore stated
21 and incorporates same as thought fully set forth herein.

22 82. That the DEFENDANT herein converted PLAINTIFFS funds, services, and other
23 assets of the companies to his own personal use.

24 83. That said actions constitute conversion.

1 84. That PLAINTIFFS has been damaged thereby.

2 85. That DEFENDANTS' actions are outrageous, and punitive damages are appropriate.

3 86. As a result of DEFENDANT'S actions, it has been necessary for PLAINTIFFS to
4 retain the services of a duly licensed and practicing attorney in the State of Nevada, to file this
5 action and DEFENDANT should be required to pay reasonable attorney's fees to PLAINTIFFS

6 87. PLAINTIFFS have been damaged and will continue to suffer damages in excess of
7 \$10,000

8 88. Punitive damages are appropriate.
9

10 **COUNT FOUR**

11 **(Declaratory Relief)**

12 89. PLAINTIFFS repeat and re-allege each and every allegation heretofore stated and
13 incorporates same as though fully set forth herein.

14 90. An actual controversy has arisen and now exists between PLAINTIFFS and
15 DEFENDANT as to the management of the companies and Defendant by his actions has
16 demonstrated if not incompetency a sufficient loss of business judgment to mandate his removal
17 as a manager of the above entities to preserve the assets .
18

19 91. Based upon the allegations, transactions, and occurrences alleged and described herein,
20 there exists between the parties a justifiable controversy and the issues involved in the
21 controversy are ripe for judicial determination.

22 92. Pursuant to NRS 30.010 *et seq.*, this Court has the authority to declare the rights and
23 obligations of the parties under the facts, occurrences, transactions and circumstances alleged
24 herein, and Counterclaimant desires a declaration as to the rights, duties, and obligations of the
25 parties herein with respect thereto
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1 93. That it has been necessary for PLAINTIFFS to obtain the services of an attorney to
2 prosecute this action, and they are entitled to reimbursement for those attorney's fees and costs
3 which have been reasonably incurred.

4 **COUNT FIVE**

5 **(Battery)**

6 94. PLAINTIFFS repeat and re-allege each and every allegation heretofore stated
7 and incorporates same as thought fully set forth herein.

8 95. The actions of Ernie on February 17th constitute a battery on Brian and resulted in serious
9 physical injury requiring surgery.

10 96. The result there of Brian's been damaged in excess of \$10,000.

11 **COUNT SIX**

12 **(Injunctive Relief)**

13 97. That PLAINTIFFS pray for Injunctive Relief removing ERNIE IV from management and
14 control of the above named business.

15 **COUNT SEVEN**

16 **(Breach of Fiduciary Duty)**

17 98. That as a manager of the above entities DEFENDANT[S] owed the PLAINTIFF[S] and
18 businesses a fiduciary duty to act on behalf of the various business entities in a manner to
19 preserve and protect the assets.

20 99. That DEFENDANT ERNIE IV has encumbered the assets of the businesses, failed to
21 handle the affairs of the business and failed to make appropriate distributions and made
22 inappropriate distributions thereby breaching said duty.

1 100. That DEFENDANT DESERT INVETMENTS and its Managers breached their Fiduciary
2 Duty to BRIAN BECKER by leasing the premises to a Medical Marijuana distributor and
3 thereby putting his gaming license in jeopardy.

4 101. PLAINTIFFS were damaged thereby.

5 **COUNT EIGHT**

6 **(Indemnity)**

7 102. DESERT INVESTMENTS owes indemnification to BRIAN BECKER pursuant to
8 Article 13 Section A of its Operating Agreement.
9

10
11 **WHEREFORE, PLAINTIFFS prays for damages as follows:**

- 12
13 1. For general damages in an amount that is just, reasonable and proven at trial;
14 2. For Consequential Damages in such amount as are just, reasonable and
15 proven at trial.
16 3. For punitive damages in such amount as is necessary to punish the DEFENDANT
17 and ensure that he not engage in such conduct in the future;
18 4. For declaratory relief declaring the interests of the parties as proven and removing
19 the Defendant from status as a manager of the entities
20 5. For interest thereon at the legal rate;
21 6. For reasonable costs;
22 7. For injunctive relief removing Defendant from management of the entities
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5 8. For such other relief the Court deems just and proper.
6

7 DATED this 17 day of April, 2016.
8

9 By: 

10 CHRIS SULLIVAN, ESQ.
11 Chris Sullivan Law Firm
12 332 S. Jones Blvd.
13 Las Vegas, Nevada 89107
14 (702) 471-0112
15 Chris@ThisIsYourAttorney.com
16 Attorney For PLAINTIFFS
17
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EXHIBIT 3

EXHIBIT 3


CLERK OF THE COURT

ORDR

THE JIMMERSON LAW FIRM, P.C.
JAMES J. JIMMERSON, ESQ.
Nevada Bar No. 000264
jjj@jimmersonlawfirm.com
415 South Sixth Street, Ste. 100
Las Vegas, Nevada 89101
Attorneys for Defendants,
ERNEST BECKER,
KATHY BECKER, ET AL.

DISTRICT COURT

CLARK COUNTY, NEVADA

BRIAN BECKER and KIMBERLY BECKER (aka
KIMBERLY BECKER RIGGS) as individuals, Managers,
Members, Trustees, and/or Signatories;

PLAINTIFFS,

v.

ERNEST A. BECKER IV, an individual; KATHLEEN
BECKER, an individual; SALLIE BECKER, an individual;
ERNEST BECKER V, an individual; BEKS GROUP,
LLC, a Nevada Limited Liability Corporation; EB FAMILY
HOLDINGS, LLC, a Nevada Limited Liability
Corporation; DESERT INVESTMENTS, LLC, a Nevada
Limited Liability Corporation; PINETREE, LLC, a
Nevada Limited Liability Corporation; LV APARTMENT
PROPERTIES, a Nevada Limited Liability Corporation;
ANN TENAYA PLAZA, LLC, a Nevada Limited Liability
Corporation; OCEAN BREEZE, LLC, a Nevada Limited
Liability Corporation; BECKER EQUITIES, LLC, a
Nevada Limited Liability Corporation; CASTLE ROCK
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Corporation; MEADOWS APARTMENT
PROPERTIES, LLC; a Nevada Limited Liability
Corporation; ERNEST A. BECKER INVESTMENT
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LLC, a Nevada Limited Liability Company; HIDDEN
CANYON, LLC, a Nevada Limited Liability Company;
CAPITAL REEF, LLC, a Nevada Limited Liability
Company; LMP, LLC, a Nevada Limited Liability

Case No. A-16-732494-B

Dept No. XI

ORDER

THE JIMMERSON LAW FIRM, P.C.
415 South Sixth Street, Suite 100, Las Vegas, Nevada 89101
Telephone (702) 388-7171 - Facsimile (702) 387-1167

1 Company; 95, LLC, a Nevada Limited Liability
2 Company; LM JONES, LLC, a Nevada Limited
3 Liability Company; RANCHO PROPERTIES, LLC, a
4 Nevada Limited Liability Company; C&W
5 PROPERTIES, LLC, a Nevada Limited Liability
6 Company; TP1000, LLC, a Nevada Limited Liability
7 Company; D16, LLC, a Nevada Limited Liability
8 Company; CRPP, LLC, a Nevada Limited Liability
9 Company; 3000MW, LLC, a Nevada Limited Liability
10 Company; S&B APARTMENTS, LLC, a Nevada Limited
11 Liability Company; DESERT HOLDINGS, LLC, a
12 Nevada Limited Liability Company; LAS VEGAS
13 APARTMENT PROPERTY, LLC, a Nevada Limited
14 Liability Company; ALEXANDER TENAYA, LLC, a
15 Nevada Limited Liability Company; AT-QTA, LLC, a
16 Nevada Limited Liability Company; HCP PROPERTIES,
17 LLC, a Nevada Limited Liability Company; BEKS 2014
INSURANCE TRUST, A Nevada Trust; BECKER-
NEVADA TRUST, A Nevada Trust; SALLIE ELIZABETH
BECKER 2000 IRREVOCABLE TRUST, A Nevada
Trust; BRIAN TIMOTHY BECKER 2000
IRREVOCABLE TRUST, A Nevada Trust; ERNEST
AUGUST BECKER 2000 IRREVOCABLE TRUST, A
Nevada Trust; KIMBERLY BECKER RIGGS 2000
IRREVOCABLE TRUST, A Nevada Trust; 2014
GRANDCHILDREN'S IV TRUST, A Nevada Trust;
DOES I thru XX, individuals, and; ROE
CORPORATIONS I through XX,

Defendants.

ORDER ADJUDICATING ATTORNEY'S LIEN & WITHDRAWAL OF COUNSEL

The Court having reviewed Plaintiff's Motion for Adjudication of Attorney's Lien, and the related briefing and being fully informed, and having further conducted a telephonic hearing on October 17, 2016 at the request of Defendants, grants the motion in part, as follows.

The Court FINDS, after a thorough review of the documentation and spreadsheets, (including Chris Sullivan Law Firm's 112 page bill which included in excess of 2,300

1 billable line items) and given the nature of the case, the quality of the representation, the
2 result, and the long hours exhibited by counsel, and the parties (including the settlement
3 Judge), that settlement herein in subject to a lien under NRS 18.015.

4 The Lien amount of \$362,880 is hereby reduced by the following amounts:

5	Amounts already paid	\$21,500
6	Amounts billed for invoice preparation	\$21,680
7	The amount included for the Fierro bill	\$10,000
	Amounts billed for a 2/18 meeting	\$4,250

8 Consequently, the lien is hereby adjudicated in the amount of \$305,370.

9 The Court FINDS the remainder of the issues raised by movants to be without
10 merit, as the remaining entries in their spreadsheet, when calculated, would bring the total
11 bill well below the amount of attorney's fees movants requested in their own Settlement
12 Brief (which was \$478,000) as well as their own testimony at the Evidentiary Hearing,
13 some months before, where they argued their attorney's bill to be \$115,000 at that time.

14 That the objections to perfection made by Plaintiffs are hereby denied as the liens
15 have been perfected under 18.015 against all parties hereto.

16 The Court having reviewed Chris Sullivan Law Firm's Motion to Withdraw as
17 counsel the papers and pleadings on file in this matter, as proper service has been
18 provided, and no opposition having been filed, and good cause appearing, hereby grants
19 the Motion to Withdraw.

20 This Court retains jurisdiction over the settlement herein to enforce the lien
21 pursuant to NRS 18.015(7), subject to the Order herein below.

22 NOW, THEREFORE:
23
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28

1 IT IS HEREBY ORDERED that the Lien is hereby adjudicated in the amount of
2 \$305,370;

3 IT IS FURTHER ORDERED that all parties shall have a safe harbor in effectuating
4 the settlement of the dispute between the parties and completing the closing. That
5 settlement involves the transfer of certain membership interests and properties between
6 Plaintiffs and the Defendants. No party shall have any liability to Mr. Sullivan's firm by
7 virtue of the Lien or any transfer made pursuant to the settlement, and Defendants shall
8 have no liability to Plaintiffs relating to the Lien. For the avoidance of doubt, all parties are
9 free to proceed with any and all transfers required under the settlement without violating
10 the Lien or incurring any liability relating to the Lien. Transfers made pursuant to the
11 settlement agreement by the parties are not enjoined by this Order.
12

13 IT IS FURTHER ORDERED that Plaintiffs are enjoined from transferring any
14 property or interest they receive as a result of the settlement for a period of sixty (60) days
15 after the date of entry of this Order unless the lien has been satisfied or unless otherwise
16 ordered by this Court. Mr. Sullivan will be enjoined from undertaking any effort to collect
17 on the Attorney's Lien during the same period of time to allow the parties to attempt to
18 reach a resolution on payment of the Lien.
19

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1 IT IS FURTHER ORDERED that Smith & Shapiro shall hold any monetary
2 payments made after the filing of the Notice of Attorney's Lien made pursuant to the
3 settlement in trust and shall not release the same except to Mr. Sullivan unless the lien
4 has been satisfied or unless otherwise ordered by this Court.

5 Respectfully submitted this 24th, day of October, 2016

6
7 
8 DISTRICT COURT JUDGE

9 Respectfully Submitted:

10 THE JIMMERSON LAW FIRM, P.C.

11
12 
JAMES J. JIMMERSON, ESQ.

Nevada Bar No. 000264

13 MICHAEL C. FLAXMAN, ESQ.

Nevada Bar No. 012963

14 415 South Sixth Street, Ste. 100

15 Las Vegas, Nevada 89101

Phone: (702) 388-7171

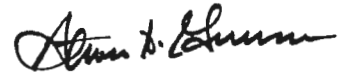
16 Attorneys for Defendants,

ERNEST A. BECKER, IV and

17 KATHLEEN BECKER
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EXHIBIT 4

EXHIBIT 4



CLERK OF THE COURT

1 **NOEJ**

2 **THE JIMMERSON LAW FIRM, P.C.**

3 **JAMES J. JIMMERSON, ESQ.**

4 Nevada Bar No. 000264

5 jjj@jimersonlawfirm.com

6 415 South Sixth Street, Ste. 100

7 Las Vegas, Nevada 89101

8 Attorneys for Defendants,

9 **ERNEST BECKER,**

10 **KATHY BECKER, ET AL.**

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 **BRIAN BECKER and KIMBERLY BECKER (aka**
14 **KIMBERLY BECKER RIGGS) as individuals, Managers,**
15 **Members, Trustees, and/or Signatories;**

16 **PLAINTIFFS,**

17 **v.**

18 **ERNEST A. BECKER IV, an individual; KATHLEEN**
19 **BECKER, an individual; SALLIE BECKER, an individual;**
20 **ERNEST BECKER V, an individual; BEKS GROUP,**
21 **LLC, a Nevada Limited Liability Corporation; EB FAMILY**
22 **HOLDINGS, LLC, a Nevada Limited Liability**
23 **Corporation; DESERT INVESTMENTS, LLC, a Nevada**
24 **Limited Liability Corporation; PINETREE, LLC, a**
25 **Nevada Limited Liability Corporation; LV APARTMENT**
26 **PROPERTIES, a Nevada Limited Liability Corporation;**
27 **ANN TENAYA PLAZA, LLC, a Nevada Limited Liability**
28 **Corporation; OCEAN BREEZE, LLC, a Nevada Limited**
Liability Corporation; BECKER EQUITIES, LLC, a
Nevada Limited Liability Corporation; CASTLE ROCK
PROPERTIES, LLC, a Nevada Limited Liability
Corporation; MEADOWS APARTMENT
PROPERTIES, LLC; a Nevada Limited Liability
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CAPITAL REEF, LLC, a Nevada Limited Liability
Company; LMP, LLC, a Nevada Limited Liability

Case No. A-16-732494-B

Dept No. XI

NOTICE OF ENTRY OF
ORDER ADJUDICATING
ATTORNEY'S LIEN AND
WITHDRAWAL OF
COUNSEL

Regional Justice Center
Courtroom 14C

THE JIMMERSON LAW FIRM, P.C.
415 South Sixth Street, Suite 100, Las Vegas, Nevada 89101
Telephone (702) 388-7171 - Facsimile (702) 387-1167

Company; 95, LLC, a Nevada Limited Liability Company; LM JONES, LLC, a Nevada Limited Liability Company; RANCHO PROPERTIES, LLC, a Nevada Limited Liability Company; C&W PROPERTIES, LLC, a Nevada Limited Liability Company; TP1000, LLC, a Nevada Limited Liability Company; D16, LLC, a Nevada Limited Liability Company; CRPP, LLC, a Nevada Limited Liability Company; 3000MW, LLC, a Nevada Limited Liability Company; S&B APARTMENTS, LLC, a Nevada Limited Liability Company; DESERT HOLDINGS, LLC, a Nevada Limited Liability Company; LAS VEGAS APARTMENT PROPERTY, LLC, a Nevada Limited Liability Company; ALEXANDER TENAYA, LLC, a Nevada Limited Liability Company; AT-QTA, LLC, a Nevada Limited Liability Company; HCP PROPERTIES, LLC, a Nevada Limited Liability Company; BEKS 2014 INSURANCE TRUST, A Nevada Trust; BECKER-NEVADA TRUST, A Nevada Trust; SALLIE ELIZABETH BECKER 2000 IRREVOCABLE TRUST, A Nevada Trust; BRIAN TIMOTHY BECKER 2000 IRREVOCABLE TRUST, A Nevada Trust; ERNEST AUGUST BECKER 2000 IRREVOCABLE TRUST, A Nevada Trust; KIMBERLY BECKER RIGGS 2000 IRREVOCABLE TRUST, A Nevada Trust; 2014 GRANDCHILDREN'S IV TRUST, A Nevada Trust; DOES I thru XX, individuals, and; ROE CORPORATIONS I through XX,

Defendants.

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that the Order Adjudicating Attorney's Lien and Withdrawal of Counsel was entered in the above entitled matter on the 25th day of October, 2016, a copy of which is

///

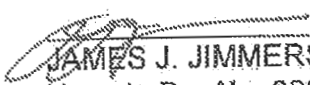
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1 attached hereto.

2 DATED this 26 day of October, 2016.

3 JIMMERSON LAW FIRM, P.C.

4 
5 JAMES J. JIMMERSON, ESQ.
6 Nevada Bar No. 000264
7 jjj@jimmersonlawfirm.com
8 415 South Sixth Street, Ste. 100
9 Las Vegas, Nevada 89101
10 Attorneys for Defendants,
11 ERNEST BECKER,
12 KATHY BECKER, ET AL
13
14
15
16
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of THE JIMMERSON LAW FIRM, P.C., and that on this 27th day of October, 2016, I served a true and correct copy of **NOTICE OF ENTRY OF ORDER**, as indicated below:

X by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;

X by electronic means by operation of the Court's electronic filing system, upon each party in this case who is registered as an electronic case filing user with the Clerk;

_____ by facsimile pursuant to EDCR 7.26;

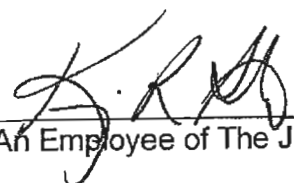
_____ by hand delivery with signed receipt of copy;

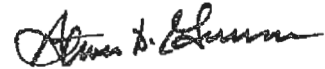
To the attorney(s) listed below at the address, email address, and/or facsimile number indicated below:

Chris Sullivan, Esq.
CHRIS SULLIVAN LAW FIRM
510 South Eighth Street
Las Vegas, Nevada 89101
Attorneys for Plaintiffs
BRIAN BECKER and
KIMBERLY BECKER

Nicholas J. Santoro, Esq.
Oliver Pancheri, Esq.
SANTORO WHITMIRE
10100 W. Charleston Blvd., Suite 250
Las Vegas, Nevada 89135
Attorneys for Defendants
SALLIE BECKER and
ERNEST BECKER, V

James E. Shapiro, Esq.
Sheldon A. Herbert, Esq.
Smith & Shapiro, PLLC
2520 St. Rose Parkway, Suite 220
Henderson, NVH 89074
Attorneys for Plaintiffs


An Employee of The Jimmerson Law Firm



CLERK OF THE COURT

ORDR

THE JIMMERSON LAW FIRM, P.C.
JAMES J. JIMMERSON, ESQ.
Nevada Bar No. 000264
jjj@jimmersonlawfirm.com
415 South Sixth Street, Ste. 100
Las Vegas, Nevada 89101
Attorneys for Defendants,
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DISTRICT COURT

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BRIAN BECKER and KIMBERLY BECKER (aka
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Case No. A-16-732494-B

Dept No. XI

ORDER

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21 pursuant to NRS 18.015(7), subject to the Order herein below.

22 NOW, THEREFORE:
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28

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12

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17 on the Attorney's Lien during the same period of time to allow the parties to attempt to
18 reach a resolution on payment of the Lien.
19
20

21 ///

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THE JIMMERSON LAW FIRM, P.C.
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Telephone (702) 388-7171 Facsimile (702) 387-1167


1 IT IS FURTHER ORDERED that Smith & Shapiro shall hold any monetary
2 payments made after the filing of the Notice of Attorney's Lien made pursuant to the
3 settlement in trust and shall not release the same except to Mr. Sullivan unless the lien
4 has been satisfied or unless otherwise ordered by this Court.

5 Respectfully submitted this 24th, day of October, 2016

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7 
8 DISTRICT COURT JUDGE

9 Respectfully Submitted:

10 THE JIMMERSON LAW FIRM, P.C.

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13 JAMES J. JIMMERSON, ESQ.
Nevada Bar No. 000264

14 MICHAEL C. FLAXMAN, ESQ.
Nevada Bar No. 012963

15 415 South Sixth Street, Ste. 100
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16 Attorneys for Defendants,
17 ERNEST A. BECKER, IV and
18 KATHLEEN BECKER
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