

1 behalf of Defendant and no corporate representative being present, and the Court having  
2 reviewed the papers and pleadings on file herein, and heard the arguments of counsel,  
3 and for good cause appearing:

4 THE COURT HEREBY FINDS that after a thorough review of the relevant case  
5 law and facts of the case, the most substantial issues in Plaintiffs' case, from pre-litigation  
6 through Trial, this case was fundamentally filed and maintained in order to obtain  
7 information Defendant, Pardee Homes of Nevada. Defendant was required to provide  
8 the information, and to provide to the Plaintiffs an accounting so they could determine  
9 the location and extent of the development and contracts, and whether they were due  
10 any additional commissions and to ensure proper monitoring of any possible future  
11 commissions Plaintiffs may be entitled to, as this was a contract that will hold up for fort-  
12 six (46) years going forward. KLE

15 THE COURT FURTHER FINDS ~~that this information was the only reason~~  
16 ~~Plaintiffs initiated the instant litigation.~~ That Plaintiffs, despite their efforts, had no other  
17 way, prior to litigation, to obtain the information they were entitled to in order to learn of  
18 the needed information and to determine whether they were due any past or future  
19 commissions.

21 THE COURT FURTHER FINDS that Plaintiffs were the prevailing party and were  
22 successful on the most substantial issues in the matter, obtaining information and an  
23 accounting, and that Plaintiffs were the prevailing party on each of their three (3) claims  
24 for relief, and Defendant, near the close of trial, withdrew its one (1) claim for relief as  
25 confirmed within the Court's Findings of Fact, Conclusion of Law and Decision filed June  
26 25, 2014, and within its Judgment filed May 16, 2016. Defendant's Motion for Attorney's  
27 Fees and Costs has no legal or factual basis under the terms of the Commission  
28

1 Agreement as filed under the Court's first Judgment, dated May 16, 2016. As such,  
2 Defendant was not the prevailing party in the instant matter; and good cause appearing,

3 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Defendant's  
4 Motion for Attorney's Fees and Costs is denied.

5 DATED this 5 day of January, <sup>2017</sup>~~2016~~.

6  
7  
8   
9 DISTRICT COURT JUDGE

10  
11 Respectfully submitted by:

APPROVED AS TO FORM AND CONTENT:

12 Dated this \_\_\_ day December, 2016.

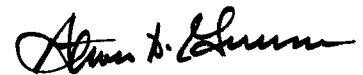
Dated this \_\_\_ day December, 2016.

13  
14 THE JIMMERSON LAW FIRM,  
15 P.C.

McDONALD CARANO WILSON, LLP

16  
17  
18 JAMES J. JIMMERSON, ESQ.  
19 Nevada State Bar No. 000264  
20 MICHAEL C. FLAXMAN, ESQ.  
21 Nevada Bar No. 012963  
22 415 South Sixth St., Ste. 100  
23 Las Vegas, NV 89101  
24 Attorneys for Plaintiffs

25 PAT LUNDVALL, ESQ.  
26 Nevada State Bar No. 3761  
27 RORY T. KAY, ESQ.  
28 Nevada State Bar No. 12416  
2300 West Sahara Ave., Ste. 1200  
Las Vegas, Nevada 89102  
Attorneys for Defendant



CLERK OF THE COURT

1 NEOJ

2 THE JIMMERSON LAW FIRM, P.C.

3 JAMES J. JIMMERSON, ESQ.

4 Nevada Bar No. 000264

5 MICHAEL C. FLAXMAN, ESQ.

6 Nevada Bar No. 0012963

7 415 South Sixth Street, Suite 100

8 Las Vegas, Nevada 89101

9 Telephone: (702) 388-7171

10 Facsimile: (702) 380-6406

11 [jjj@jimersonlawfirm.com](mailto:jjj@jimersonlawfirm.com)

12 [mcf@jimersonlawfirm.com](mailto:mcf@jimersonlawfirm.com)

13 Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

11 JAMES WOLFRAM and WALTER D. WILKES

12 and ANGELA L. LIMBOCKER-WILKES

13 LIVING TRUST, ANGELA L.

14 LIMBOCKER-WILKES, TRUSTEE,

15 Plaintiffs,

16 v.

17 PARDEE HOMES OF NEVADA,

18 Defendant.

CASE NO.: A-10-632338

DEPT. NO.: IV

Courtroom No. 16B

**NOTICE OF ENTRY OF ORDER  
AND JUDGMENT FROM AUGUST  
15, 2016 HEARINGS REGARDING  
DEFENDANT'S MOTION FOR  
ATTORNEY'S FEES**

20 PLEASE TAKE NOTICE that an ORDER AND JUDGMENT FROM AUGUST 15,  
21 2016 HEARINGS REGARDING DEFENDANT'S MOTION FOR ATTORNEY'S FEES was  
22 entered in the above-captioned matter on January 9, 2017. A true and correct file -stamped

23 ///

24 ///

25 ///

26 ///

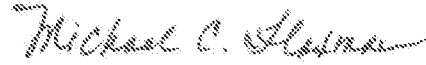
27 ///

28 ///

1 copy of said Order is attached hereto as Exhibit "1".

2 Dated this 10<sup>th</sup> day of January, 2017.

3  
4 THE JIMMERSON LAW FIRM, P.C.

5 

6 JAMES J. JIMMERSON, ESQ.

7 Nevada State Bar No.: 00264

8 MICHAEL C. FLAXMAN, ESQ.

9 Nevada State Bar No.: 12963

10 415 South 6<sup>th</sup> Street, Suite 100

11 Las Vegas, Nevada 89101

12 Attorneys for Plaintiffs  
13  
14  
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28

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of THE JIMMERSON LAW FIRM, P.C.  
that on the 10<sup>th</sup> day of January, 2017, service of the above and foregoing **NOTICE  
OF ENTRY OF ORDER AND JUDGMENT FROM AUGUST 15, 2016 HEARINGS  
REGARDING DEFENDANT'S MOTION FOR ATTORNEY'S FEES** was made as  
indicated below:

- ☒ pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and  
Administrative Order 14-2 captioned "In the Administrative Matter of  
Mandatory Electronic Service in the Eighth Judicial District Court," by  
mandatory electronic service through the Eighth Judicial District Court's  
electronic filing system;
- ☐ 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;
- ☐ by electronic mail;
- ☐ by hand-delivery with signed Receipt of Copy

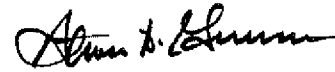
To the attorney(s) listed below at the address, email address, and/or facsimile number  
indicated below:

Pat Lundvall, Esq.  
Rory T. Kay, Esq.  
MCDONALD CARANO WILSON, LLP  
2300 W. Sahara Ave., Ste. 1200  
Las Vegas, Nevada 89102  
Attorneys for Defendant



An employee of THE JIMMERSON LAW FIRM, P.C.

# Exhibit "1"



CLERK OF THE COURT

**ORDR**

JAMES J. JIMMERSON, ESQ.  
Nevada Bar No. 000264  
MICHAEL C. FLAXMAN, ESQ.  
Nevada Bar No. 0012963  
THE JIMMERSON LAW FIRM, P.C.  
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[jjj@jimmersonlawfirm.com](mailto:jjj@jimmersonlawfirm.com)  
[mcf@jimmersonlawfirm.com](mailto:mcf@jimmersonlawfirm.com)  
Attorneys for Plaintiffs

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

JAMES WOLFRAM and WALTER D. WILKES  
and ANGELA L. LIMBOCKER-WILKES  
LIVING TRUST, ANGELA L.  
LIMBOCKER-WILKES, TRUSTEE,

Plaintiffs,

v.

PARDEE HOMES OF NEVADA,

Defendant.

CASE NO.: A-10-632338  
DEPT. NO.: IV

**ORDER AND JUDGMENT FROM  
AUGUST 15, 2016 HEARINGS  
REGARDING DEFENDANT'S  
MOTION FOR ATTORNEY'S FEES  
AND COSTS**

This matter coming on for a hearing on the 15<sup>th</sup> day of August, 2016, upon Defendant, PARDEE HOMES OF NEVADA's (hereinafter "Pardee"), Motion for Attorney's Fees and Costs, James J. Jimmerson, Esq. and Michael C. Flaxman, Esq. of THE JIMMERSON LAW FIRM, P.C. appearing on behalf of Plaintiffs, JAMES WOLFRAM and ANGELA L. LIMBOCKER-WILKES as trustee of the WALTER D. WILKES AND ANGELA L. LIMBOCKER-WILKES LIVING TRUST and Plaintiff James Wolfram being present, and Pat Lundvall, Esq. and Rory T. Kay, Esq. appearing on

1 behalf of Defendant and no corporate representative being present, and the Court having  
2 reviewed the papers and pleadings on file herein, and heard the arguments of counsel,  
3 and for good cause appearing:

4 THE COURT HEREBY FINDS that after a thorough review of the relevant case  
5 law and facts of the case, the most substantial issues in Plaintiffs' case, from pre-litigation  
6 through Trial, this case was fundamentally filed and maintained in order to obtain  
7 information Defendant, Pardee Homes of Nevada. Defendant was required to provide  
8 the information, and to provide to the Plaintiffs an accounting so they could determine  
9 the location and extent of the development and contracts, and whether they were due  
10 any additional commissions and to ensure proper monitoring of any possible future  
11 commissions Plaintiffs may be entitled to, as this was a contract that will hold up for fort-  
12 six (46) years going forward. KUE

15 THE COURT FURTHER FINDS ~~that this information was the only reason~~  
16 ~~Plaintiffs initiated the instant litigation.~~ That Plaintiffs, despite their efforts, had no other  
17 way, prior to litigation, to obtain the information they were entitled to in order to learn of  
18 the needed information and to determine whether they were due any past or future  
19 commissions.

21 THE COURT FURTHER FINDS that Plaintiffs were the prevailing party and were  
22 successful on the most substantial issues in the matter, obtaining information and an  
23 accounting, and that Plaintiffs were the prevailing party on each of their three (3) claims  
24 for relief, and Defendant, near the close of trial, withdrew its one (1) claim for relief as  
25 confirmed within the Court's Findings of Fact, Conclusion of Law and Decision filed June  
26 25, 2014, and within its Judgment filed May 16, 2016. Defendant's Motion for Attorney's  
27 Fees and Costs has no legal or factual basis under the terms of the Commission  
28



1 Agreement as filed under the Court's first Judgment, dated May 16, 2016. As such,  
2 Defendant was not the prevailing party in the instant matter; and good cause appearing,

3 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Defendant's  
4 Motion for Attorney's Fees and Costs is denied.

5 DATED this 5 day of January, <sup>2017</sup>~~2016~~.

6  
7  
8   
9 DISTRICT COURT JUDGE

10  
11 Respectfully submitted by:

APPROVED AS TO FORM AND CONTENT:

12 Dated this \_\_\_ day December, 2016.

Dated this \_\_\_ day December, 2016.

13  
14 THE JIMMERSON LAW FIRM,  
15 P.C.

McDONALD CARANO WILSON, LLP

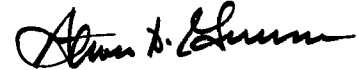
16  
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18 JAMES J. JIMMERSON, ESQ.  
Nevada State Bar No. 000264  
19 MICHAEL C. FLAXMAN, ESQ.  
Nevada Bar No. 012963  
20 415 South Sixth St., Ste. 100  
Las Vegas, NV 89101  
21 Attorneys for Plaintiffs

PAT LUNDVALL, ESQ.  
Nevada State Bar No. 3761  
RORY T. KAY, ESQ.  
Nevada State Bar No. 12416  
2300 West Sahara Ave., Ste. 1200  
Las Vegas, Nevada 89102  
Attorneys for Defendant

1 **ORDR**

2 JAMES J. JIMMERSON, ESQ.  
3 Nevada Bar No. 000264  
4 MICHAEL C. FLAXMAN, ESQ.  
5 Nevada Bar No. 0012963  
6 THE JIMMERSON LAW FIRM, P.C.  
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[jjj@jimmersonlawfirm.com](mailto:jjj@jimmersonlawfirm.com)  
[mcf@jimmersonlawfirm.com](mailto:mcf@jimmersonlawfirm.com)  
Attorneys for Plaintiffs

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01/09/2017 10:22:17 AM



CLERK OF THE COURT

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

11 JAMES WOLFRAM and WALTER D. WILKES  
12 and ANGELA L. LIMBOCKER-WILKES  
13 LIVING TRUST, ANGELA L.  
14 LIMBOCKER-WILKES, TRUSTEE,

Plaintiffs,

15 v.

16 PARDEE HOMES OF NEVADA,  
17

18  
19 Defendant.

CASE NO.: A-10-632338  
DEPT. NO.: IV

**ORDER AND JUDGMENT FROM  
AUGUST 15, 2016 HEARINGS  
REGARDING DEFENDANT'S  
MOTION TO AMEND JUDGMENT**

20  
21 This matter coming on for a hearing on the 15<sup>th</sup> day of August, 2016, upon  
22 Defendant, PARDEE HOMES OF NEVADA's (hereinafter "Pardee"), Motion to Amend  
23 Judgment and James J. Jimmerson, Esq. and Michael C. Flaxman, Esq. of THE  
24 JIMMERSON LAW FIRM, P.C. appearing on behalf of Plaintiffs, JAMES WOLFRAM and  
25 ANGELA L. LIMBOCKER-WILKES as trustee of the WALTER D. WILKES AND ANGELA  
26 L. LIMBOCKER-WILKES LIVING TRUST and Plaintiff, James Wolfram, being present,  
27 and Pat Lundvall, Esq. and Rory T. Kay, Esq. appearing on behalf of Defendant and no  
28

1 corporate representative being present, and the Court having reviewed the papers and  
2 pleadings on file herein, and heard the arguments of counsel, and for good cause  
3 appearing:

4 THE COURT HEREBY NOTES that it ~~was aware~~ <sup>considered</sup> of the decision in *Liu v.*  
5 *Christopher Homes, LLC*, 130 Nev. Adv. Op. 17, 321 P.3d 875 (2014) at the time it  
6 entered its Findings of Fact and Conclusions of Law, filed on June 25, 2014, and in fact,  
7 expressly cited to the decision at page 14, lines 23 to 25 of the Court's Findings of Fact,  
8 Conclusions of Law and Order filed on June 25, 2014.

10 THE COURT HEREBY FINDS that the decision in *Liu* did not limit, but rather  
11 broadened, the circumstances under which the Court could award Plaintiffs attorney's  
12 fees as special damages.

14 THE COURT FURTHER FINDS that after the Court's review of *Liu*, *Sandy Valley*  
15 *Assoc. v. Sky Ranch Estates Owners Ass'n*, 117 Nev. 948, 35 P.2d 964 (2001), and  
16 *Horgan v. Felton*, 123 Nev. Adv. Op. 53 (2007), and that after review of the relevant  
17 facts and controlling legal authority, there is no legal or factual basis pursuant to NRCP  
18 52(b) and NRCP 59(e) to grant Defendant's Motion to Amend Judgment.

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1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Defendant's Motion  
2 to Amend Judgment is denied.

3 DATED this 5 day of January, <sup>2017</sup>~~2016~~.  
4

5   
6 DISTRICT COURT JUDGE  
7

8  
9 Respectfully submitted by:

APPROVED AS TO FORM AND CONTENT:

10 Dated this \_\_\_ day December, 2016.

Dated this \_\_\_ day December, 2016.

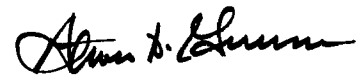
11 THE JIMMERSON LAW FIRM,  
12 P.C.

McDONALD CARANO WILSON, LLP

13  
14  
15 \_\_\_\_\_  
16 JAMES J. JIMMERSON, ESQ.  
17 Nevada State Bar No. 000264  
18 MICHAEL C. FLAXMAN, ESQ.  
19 Nevada Bar No. 012963  
415 South Sixth St., Ste. 100  
Las Vegas, NV 89101  
*Attorneys for Plaintiffs*

\_\_\_\_\_  
PAT LUNDVALL, ESQ.  
Nevada State Bar No. 3761  
RORY T. KAY, ESQ.  
Nevada State Bar No. 12416  
2300 West Sahara Ave., Ste. 1200  
Las Vegas, Nevada 89102  
*Attorneys for Defendant*

20  
21  
22  
23  
24  
25  
26  
27  
28



CLERK OF THE COURT

1 **NEOJ**

2 THE JIMMERSON LAW FIRM, P.C.

3 JAMES J. JIMMERSON, ESQ.

4 Nevada Bar No. 000264

5 MICHAEL C. FLAXMAN, ESQ.

6 Nevada Bar No. 0012963

7 415 South Sixth Street, Suite 100

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9 Telephone: (702) 388-7171

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11 [jjj@jimersonlawfirm.com](mailto:jjj@jimersonlawfirm.com)

12 [mcf@jimersonlawfirm.com](mailto:mcf@jimersonlawfirm.com)

13 Attorneys for Plaintiffs

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

11 JAMES WOLFRAM and WALTER D. WILKES

12 and ANGELA L. LIMBOCKER-WILKES

13 LIVING TRUST, ANGELA L.

14 LIMBOCKER-WILKES, TRUSTEE,

15 Plaintiffs,

16 v.

17 PARDEE HOMES OF NEVADA,

18 Defendant.

CASE NO.: A-10-632338

DEPT. NO.: IV

Courtroom No. 16B

**NOTICE OF ENTRY OF ORDER  
AND JUDGMENT FROM AUGUST  
15, 2016 HEARINGS REGARDING  
DEFENDANT'S MOTION TO  
AMEND JUDGMENT**

21 PLEASE TAKE NOTICE that an ORDER AND JUDGMENT FROM AUGUST 15,  
22 2016 HEARINGS REGARDING DEFENDANT'S MOTION TO AMEND JUDGMENT was  
23 entered in the above-captioned matter on January 9, 2017. A true and correct file -stamped

24 ///

25 ///

26 ///

27 ///

28

1 copy of said Order is attached hereto as Exhibit "1".

2 Dated this 15<sup>th</sup> day of January, 2017.

3  
4 THE JIMMERSON LAW FIRM, P.C.

5 

6 JAMES J. JIMMERSON, ESQ.

7 Nevada State Bar No.: 00264

8 MICHAEL C. FLAXMAN, ESQ.

9 Nevada State Bar No.: 12963

10 415 South 6<sup>th</sup> Street, Suite 100

11 Las Vegas, Nevada 89101

12 Attorneys for Plaintiffs  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
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27  
28

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of THE JIMMERSON LAW FIRM, P.C.  
that on the 10<sup>th</sup> day of January, 2017, service of the above and foregoing NOTICE  
OF ENTRY OF ORDER AND JUDGMENT FROM AUGUST 15, 2016 HEARINGS  
REGARDING DEFENDANT'S MOTION TO AMEND JUDGMENT was made as  
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- ☒ pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and  
Administrative Order 14-2 captioned "In the Administrative Matter of  
Mandatory Electronic Service in the Eighth Judicial District Court," by  
mandatory electronic service through the Eighth Judicial District Court's  
electronic filing system;  
☐ 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;  
☐ by electronic mail;  
☐ 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:

Pat Lundvall, Esq.  
Rory T. Kay, Esq.  
MCDONALD CARANO WILSON, LLP  
2300 W. Sahara Ave., Ste. 1200  
Las Vegas, Nevada 89102  
Attorneys for Defendant

  
An employee of THE JIMMERSON LAW FIRM, P.C.

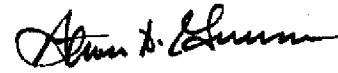
# Exhibit "1"



1 **ORDR**

2 JAMES J. JIMMERSON, ESQ.  
3 Nevada Bar No. 000264  
4 MICHAEL C. FLAXMAN, ESQ.  
5 Nevada Bar No. 0012963  
6 THE JIMMERSON LAW FIRM, P.C.  
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12 [mcf@jimmersonlawfirm.com](mailto:mcf@jimmersonlawfirm.com)  
13 Attorneys for Plaintiffs

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CLERK OF THE COURT

9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 JAMES WOLFRAM and WALTER D. WILKES  
12 and ANGELA L. LIMBOCKER-WILKES  
13 LIVING TRUST, ANGELA L.  
14 LIMBOCKER-WILKES, TRUSTEE,

15 Plaintiffs,

16 v.

17 PARDEE HOMES OF NEVADA,

18 Defendant.  
19

CASE NO.: A-10-632338  
DEPT. NO.: IV

**ORDER AND JUDGMENT FROM  
AUGUST 15, 2016 HEARINGS  
REGARDING DEFENDANT'S  
MOTION TO AMEND JUDGMENT**

20  
21 This matter coming on for a hearing on the 15<sup>th</sup> day of August, 2016, upon  
22 Defendant, PARDEE HOMES OF NEVADA's (hereinafter "Pardee"), Motion to Amend  
23 Judgment and James J. Jimmerson, Esq. and Michael C. Flaxman, Esq. of THE  
24 JIMMERSON LAW FIRM, P.C. appearing on behalf of Plaintiffs, JAMES WOLFRAM and  
25 ANGELA L. LIMBOCKER-WILKES as trustee of the WALTER D. WILKES AND ANGELA  
26 L. LIMBOCKER-WILKES LIVING TRUST and Plaintiff, James Wolfram, being present,  
27 and Pat Lundvall, Esq. and Rory T. Kay, Esq. appearing on behalf of Defendant and no  
28

1 corporate representative being present, and the Court having reviewed the papers and  
2 pleadings on file herein, and heard the arguments of counsel, and for good cause  
3 appearing:

4 THE COURT HEREBY NOTES that it ~~was aware~~ <sup>considered</sup> of the decision in *Liu v.*  
5 *Christopher Homes, LLC*, 130 Nev. Adv. Op. 17, 321 P.3d 875 (2014) at the time it  
6 entered its Findings of Fact and Conclusions of Law, filed on June 25, 2014, and in fact,  
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11 broadened, the circumstances under which the Court could award Plaintiffs attorney's  
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14 THE COURT FURTHER FINDS that after the Court's review of *Liu*, *Sandy Valley*  
15 *Assoc. v. Sky Ranch Estates Owners Ass'n*, 117 Nev. 948, 35 P.2d 964 (2001), and  
16 *Horgan v. Felton*, 123 Nev. Adv. Op. 53 (2007), and that after review of the relevant  
17 facts and controlling legal authority, there is no legal or factual basis pursuant to NRCP  
18 52(b) and NRCP 59(e) to grant Defendant's Motion to Amend Judgment.

19 ///

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21 ///

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27 ///

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1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Defendant's Motion  
2 to Amend Judgment is denied.

3 DATED this 5 day of January, <sup>2017</sup>~~2016~~.

4  
5  
6 Kerry S. Early  
DISTRICT COURT JUDGE

7  
8  
9 Respectfully submitted by:

APPROVED AS TO FORM AND CONTENT:

10 Dated this \_\_\_ day December, 2016.

Dated this \_\_\_ day December, 2016.

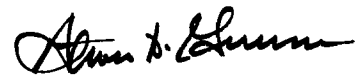
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*Attorneys for Plaintiffs*

PAT LUNDVALL, ESQ.  
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*Attorneys for Defendant*

20  
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CLERK OF THE COURT

**ORDR**  
PAT LUNDVALL (NSBN 3761)  
RORY T. KAY (NSBN 12416)  
McDONALD CARANO WILSON LLP  
2300 West Sahara Avenue, Suite 1200  
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(702) 873-4100  
(702) 873-9966 Facsimile  
[lundvall@mcdonaldcarano.com](mailto:lundvall@mcdonaldcarano.com)  
[rkay@mcdonaldcarano.com](mailto:rkay@mcdonaldcarano.com)  
*Attorneys for Defendant*  
*Pardee Homes of Nevada*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

JAMES WOLFRAM,  
ANGELA L. LIMBOCKER-WILKES as  
trustee of the WALTER D. WILKES AND  
ANGELA L. LIMBOCKER-WILKES LIVING  
TRUST,

Plaintiffs,

vs.

PARDEE HOMES OF NEVADA,

Defendant.

CASE NO.: A-10-632338-C  
DEPT NO.: IV

**ORDER ON DEFENDANT'S MOTION  
TO RETAX PLAINTIFFS'  
MEMORANDUM OF COSTS FILED  
MAY 23, 2016**

**AND RELATED CLAIMS**

On August 15, 2016, the Court heard Defendant PARDEE HOMES OF NEVADA's (hereinafter "Pardee") Motion to Retax Plaintiffs' Memorandum of Costs (the "Motion"). James J. Jimmerson, Esq. and Michael C. Flaxman, Esq. of THE JIMMERSON LAW FIRM, P.C. appeared for Plaintiffs, JAMES WOLFRAM and ANGELA L. LIMBOCKER-WILKES as trustee of the WALTER D. WILKES AND ANGELA L. LIMBOCKER-WILKES LIVING TRUST. Plaintiff James Wolfram also attended. Pat Lundvall and Rory T. Kay appeared for Pardee.

The Court, having reviewed the papers and pleadings on file herein, and heard the arguments of counsel, and for good cause appearing, rules as follows:

1 THE COURT FINDS that, pursuant to NRS 18.020, NRS 18.110 and the  
2 Judgment entered on May 16, 2016, Plaintiffs are entitled to certain of their costs.

3 THE COURT FURTHER FINDS that, pursuant to NRS 18.005, Plaintiffs cannot  
4 recover the costs detailed in Plaintiffs' Memorandum of Costs, filed May 23, 2016, for  
5 John Muije, Esq.'s professional services and expert fees in the cumulative amount of  
6 \$13,265.71.

7 THE COURT FURTHER FINDS that, pursuant to NRS 18.005, Plaintiffs can  
8 recover all other costs in Plaintiffs' Memorandum of Costs, filed May 23, 2016. Under  
9 the standard in *Cadle Co. v. Woods & Erickson, LLP*, 131 Nev. Adv. Op. 15 (2015), the  
10 Court finds that these remaining costs were reasonable, necessary and actually  
11 incurred. Exhibit 4 of Plaintiffs' Opposition to Pardee's Motion to Retax Plaintiffs'  
12 Memorandum of Costs provides the level of detail required by *Cadle Co.*

13 Therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that  
14 Pardee's Motion is granted in part and denied in part.

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiffs cannot  
16 recover the specific costs associated with John Muije, Esq.'s expert services, totaling  
17 \$13,264.55, which equals a \$12,651.81 professional legal services fee and a \$613.22  
18 expert witness fee.

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1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court  
2 awards Plaintiffs all remaining costs enumerated in its Memorandum of Costs, filed May  
3 23, 2016, in the amount of \$56,129.56.

4 DATED this 6 day of January, <sup>2017</sup>~~2016~~.

5  
6  
7   
8 DISTRICT COURT JUDGE

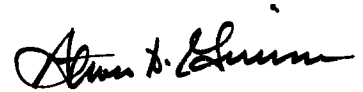
9 Respectfully submitted by:  
10 Dated this 15<sup>th</sup> day December, 2016.

11 McDONALD CARANO WILSON, LLP

12  
13   
14 PAT LUNDVALL  
15 Nevada State Bar No. 3761  
16 RORY T. KAY  
17 Nevada State Bar No. 12416  
18 2300 West Sahara Ave., Ste. 1200  
19 Las Vegas, Nevada 89102

20 *Attorneys for Defendant*

21  
22  
23  
24 375309  
25  
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27  
28



CLERK OF THE COURT

NEOJ  
PAT LUNDVALL (NSBN 3761)  
RORY T. KAY (NSBN 12416)  
McDONALD CARANO WILSON LLP  
2300 West Sahara Avenue, Suite 1200  
Las Vegas, Nevada 89102  
(702) 873-4100  
(702) 873-9966 Facsimile  
[lundvall@mcdonaldcarano.com](mailto:lundvall@mcdonaldcarano.com)  
[rkay@mcdonaldcarano.com](mailto:rkay@mcdonaldcarano.com)  
*Attorneys for Defendant*  
*Pardee Homes of Nevada*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

JAMES WOLFRAM,  
WALT WILKES

CASE NO.: A-10-632338-C  
DEPT NO.: IV

Plaintiffs,  
vs.

**NOTICE OF ENTRY OF  
ORDER**

PARDEE HOMES OF NEVADA,  
Defendant.

PLEASE TAKE NOTICE that an **ORDER ON DEFENDANT'S MOTION TO  
RETAX PLAINTIFFS' MEMORANDUM OF COSTS FILED MAY 23, 2016** was  
entered in the above-referenced case on the 12th day of January, 2017, a copy of  
which is attached hereto.

DATED this 12<sup>th</sup> day of January, 2017.

McDONALD CARANO WILSON LLP

/s/ Rory T. Kay  
PAT LUNDVALL (#3761)  
RORY T. KAY (#12416)  
2300 West Sahara Avenue, Suite 1200  
Las Vegas, Nevada 89102  
*Attorneys for Defendant Pardee Homes of  
Nevada*



MCDONALD-CARANO-WILSON  
100 WEST LIBERTY STREET, 10TH FLOOR • RENO, NEVADA 89501  
P.O. BOX 2670 • RENO, NEVADA 89502-2670  
PHONE 775-786-2000 • FAX 775-788-1000

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**CERTIFICATE OF SERVICE**

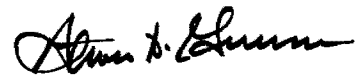
I HEREBY CERTIFY that I am an employee of McDonald Carano Wilson LLP and that on this 12<sup>th</sup> day of January, 2017, I served a true and correct copy of the **NOTICE OF ENTRY OF ORDER** via Wiznet electronic service as utilized by the Eighth Judicial District in Clark County, Nevada.

James J. Jimmerson, Esq.  
Lynn Hansen, Esq.  
James M. Jimmerson, Esq  
JIMMERSON, HANSEN, P.C.  
415 S. Sixth Street, Ste 100  
Las Vegas, NV 89101  
*Attorney for Plaintiffs*

/s/ Michelle Wade  
An Employee of McDonald Carano Wilson LLP

377343v2





CLERK OF THE COURT

1 **ORDR**  
2 PAT LUNDVALL (NSBN 3761)  
3 RORY T. KAY (NSBN 12416)  
4 McDONALD CARANO WILSON LLP  
5 2300 West Sahara Avenue, Suite 1200  
6 Las Vegas, Nevada 89102  
7 (702) 873-4100  
8 (702) 873-9966 Facsimile  
9 [lundvall@mcdonaldcarano.com](mailto:lundvall@mcdonaldcarano.com)  
10 [rkay@mcdonaldcarano.com](mailto:rkay@mcdonaldcarano.com)  
11 Attorneys for Defendant  
12 Pardee Homes of Nevada

13 **DISTRICT COURT**  
14 **CLARK COUNTY, NEVADA**

15 JAMES WOLFRAM,  
16 ANGELA L. LIMBOCKER-WILKES as  
17 trustee of the WALTER D. WILKES AND  
18 ANGELA L. LIMBOCKER-WILKES LIVING  
19 TRUST,

20 Plaintiffs,

21 vs.

22 PARDEE HOMES OF NEVADA,  
23 Defendant.

24 AND RELATED CLAIMS

CASE NO.: A-10-632338-C  
DEPT NO.: IV

**ORDER ON DEFENDANT'S MOTION  
TO RETAX PLAINTIFFS'  
MEMORANDUM OF COSTS FILED  
MAY 23, 2016**

25 On August 15, 2016, the Court heard Defendant PARDEE HOMES OF  
26 NEVADA's (hereinafter "Pardee") Motion to Retax Plaintiffs' Memorandum of Costs  
27 (the "Motion"). James J. Jimmerson, Esq. and Michael C. Flaxman, Esq. of THE  
28 JIMMERSON LAW FIRM, P.C. appeared for Plaintiffs, JAMES WOLFRAM and  
ANGELA L. LIMBOCKER-WILKES as trustee of the WALTER D. WILKES AND  
ANGELA L. LIMBOCKER-WILKES LIVING TRUST. Plaintiff James Wolfram also  
attended. Pat Lundvall and Rory T. Kay appeared for Pardee.

The Court, having reviewed the papers and pleadings on file herein, and heard  
the arguments of counsel, and for good cause appearing, rules as follows:

1 THE COURT FINDS that, pursuant to NRS 18.020, NRS 18.110 and the  
2 Judgment entered on May 16, 2016, Plaintiffs are entitled to certain of their costs.

3 THE COURT FURTHER FINDS that, pursuant to NRS 18.005, Plaintiffs cannot  
4 recover the costs detailed in Plaintiffs' Memorandum of Costs, filed May 23, 2016, for  
5 John Muije, Esq.'s professional services and expert fees in the cumulative amount of  
6 \$13,265.71.

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8 recover all other costs in Plaintiffs' Memorandum of Costs, filed May 23, 2016. Under  
9 the standard in *Cadle Co. v. Woods & Erickson, LLP*, 131 Nev. Adv. Op. 15 (2015), the  
10 Court finds that these remaining costs were reasonable, necessary and actually  
11 incurred. Exhibit 4 of Plaintiffs' Opposition to Pardee's Motion to Retax Plaintiffs'  
12 Memorandum of Costs provides the level of detail required by *Cadle Co.*

13 Therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that  
14 Pardee's Motion is granted in part and denied in part.

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiffs cannot  
16 recover the specific costs associated with John Muije, Esq.'s expert services, totaling  
17 \$13,264.55, which equals a \$12,651.81 professional legal services fee and a \$613.22  
18 expert witness fee.

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1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court  
2 awards Plaintiffs all remaining costs enumerated in its Memorandum of Costs, filed May  
3 23, 2016, in the amount of \$56,129.56.

4 DATED this 6 day of January, <sup>2017</sup>~~2016~~.

5  
6  
7   
8 DISTRICT COURT JUDGE

9 Respectfully submitted by:  
10 Dated this 15<sup>th</sup> day December, 2016.

11 McDONALD CARANO WILSON, LLP

12  
13   
14 PAT LUNDVALL  
15 Nevada State Bar No. 3761  
16 RORY T. KAY  
17 Nevada State Bar No. 12416  
18 2300 West Sahara Ave., Ste. 1200  
19 Las Vegas, Nevada 89102

20 *Attorneys for Defendant*

21  
22  
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24 375309  
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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**October 25, 2011**

---

A-10-632338-C      James Wolfram, Plaintiff(s)  
vs.  
Pardee Homes of Nevada, Defendant(s)

---

**October 25, 2011      9:00 AM      Discovery Conference**

**HEARD BY:** Bulla, Bonnie      **COURTROOM:** RJC Level 5 Hearing Room

**COURT CLERK:** Jennifer Lott

**RECORDER:** Yvette G. Sison

**REPORTER:**

**PARTIES**

**PRESENT:**      Brookhyser, Amanda Jeanine      Attorney  
                 Lundvall, Patricia K.      Attorney  
                 Shipley, Aaron D.      Attorney

**JOURNAL ENTRIES**

- Marshal K. Hawkes present.

A telephonic ECC requires a Stipulation in place. Ms. Lundvall appeared by telephonic conference. Counsel anticipate 5-7 days for trial re: Breach of contract. COMMISSIONER RECOMMENDED, discovery cutoff is 8/28/12; adding parties, amended pleadings, and initial expert disclosures DUE 3/14/12; rebuttal expert disclosures DUE 5/16/12; dispositive motions FILED by 9/28/12. Scheduling Order will issue.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**December 05, 2011**

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A-10-632338-C      James Wolfram, Plaintiff(s)  
vs.  
Pardee Homes of Nevada, Defendant(s)

---

**December 05, 2011      3:00 AM      Motion for Preferential  
Trial Setting**

**HEARD BY:** Hardcastle, Kathy      **COURTROOM:**

**COURT CLERK:** Sharon Coffman

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- COURT ORDERED, Plaintiff's Motion for Preferential Trial Setting GRANTED; new Trial Order to issue.

CLERK'S NOTE: A copy of this minute order was placed in the attorney folder(s) of: Jimmerman Hansen, P. C. and Pat Lundvall, Esq. and Aaron Shipley, Esq. (McDonald Carano Wilson LLP

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**August 27, 2012**

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A-10-632338-C	James Wolfram, Plaintiff(s) vs. Pardee Homes of Nevada, Defendant(s)
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<b>August 27, 2012</b>	<b>1:30 PM</b>	<b>Motion to Extend Discovery</b>
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**HEARD BY:** Beecroft, Chris A., Jr.

**COURTROOM:** Phoenix Building Courtroom -  
11th Floor

**COURT CLERK:** Alan Castle

**RECORDER:** Richard Kangas

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Pardee Homes of Nevada	Defendant
	Shipley, Aaron D.	Attorney
	Wilkes, Walt	Plaintiff
	Wolfram, James	Plaintiff

**JOURNAL ENTRIES**

- James M. Jimmerson, Esq. (#12599), counsel for Plaintiffs also present. Mr. Shipley indicated a Stipulation and order has been submitted. COMMISSIONER RECOMMENDED, motion OFF CALENDAR.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**October 16, 2012**

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A-10-632338-C	James Wolfram, Plaintiff(s)
	vs.
	Pardee Homes of Nevada, Defendant(s)

---

<b>October 16, 2012</b>	<b>9:00 AM</b>	<b>Decision</b>
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<b>HEARD BY:</b> Earley, Kerry	<b>COURTROOM:</b> RJC Courtroom 16A
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**COURT CLERK:** Roshonda Mayfield

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Having examined the Motions and noting no other Opposition has been filed and good cause appearing, COURT ORDERED, Plaintiff s Motion for Preferential Trial Setting is hereby GRANTED pursuant to EDCR 2.20(e) and case has been set on the February 04, 2013 Trial Stack. Matter set for October 18, 2012 is VACATED pursuant to EDCR 2.23. Order to be submitted to the Court within 10 days from this minute order, or not later than November 05, 2012 pursuant to EDCR 7.21.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**December 06, 2012**

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A-10-632338-C      James Wolfram, Plaintiff(s)  
vs.  
Pardee Homes of Nevada, Defendant(s)

---

**December 06, 2012      8:30 AM      Status Check**

**HEARD BY:** Earley, Kerry      **COURTROOM:** RJC Courtroom 16A

**COURT CLERK:** Kristin Duncan

**RECORDER:**

**REPORTER:**

**PARTIES**

**PRESENT:**      Jimmerson, James Joseph, ESQ      Attorney  
Lundvall, Patricia K.      Attorney  
Shipley, Aaron D.      Attorney

**JOURNAL ENTRIES**

- Ms. Lundvall indicated she would like to avoid the Motion for Summary Judgment being set so close to the beginning of the Trial; in speaking with Mr. Jimmerson, a possible resolution to the scheduling issue was reached. Ms. Lundvall requested the Motion for Summary Judgment be continued to January, and the Trial be reset on a later stack. COURT ORDERED Motion for Summary Judgment and Trial date VACATED and RESET; all Motions in Limine DUE BY 3/1/13; Pre-Trial Memorandum DUE BY 4/2/13. Colloquy between Court and Counsel regarding the Motion to File Exhibits Under Seal, set for January 29, 2012; Ms. Lundvall advised that the same Motion had been filed by both parties, and non-oppositions to the Motion had also been filed by both parties. Ms. Lundvall stated she would prepare an Order regarding the unopposed Motions; Counsel stipulated to the vacating of the Motion Hearing. COURT ORDERED Motion to File Exhibits Under Seal VACATED.

1/24/13 8:30 AM DEFENDANT'S MOTION FOR SUMMARY JUDGMENT...OPPOSITION TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT AND PLAINTIFFS' COUNTERMOTION FOR PARTIAL SUMMARY JUDGMENT



**A-10-632338-C**

4/4/13 8:30 AM PRE-TRIAL CONFERENCE / CALENDAR CALL

4/15/13 8:30 AM JURY TRIAL

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**March 05, 2013**

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A-10-632338-C	James Wolfram, Plaintiff(s) vs. Pardee Homes of Nevada, Defendant(s)
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**March 05, 2013      8:30 AM      All Pending Motions**

**HEARD BY:** Earley, Kerry      **COURTROOM:** Phoenix Building Courtroom - 11th Floor

**COURT CLERK:** Kristin Duncan

**RECORDER:**

**REPORTER:** Loree Murray

**PARTIES**

<b>PRESENT:</b>	Hansen, Lynn M.	Attorney
	Jimmerson, James Joseph, ESQ	Attorney
	Jimmerson, James M.	Attorney
	Lundvall, Patricia K.	Attorney
	Shipley, Aaron D.	Attorney

**JOURNAL ENTRIES**

**- DEFENDANT'S MOTION FOR SUMMARY JUDGMENT**

Ms. Lundvall provided a summary of the case to date, and stated the undisputed facts. Ms. Lundvall indicated that Purchase Property was purchased by Defendant Pardee Homes in the amount of eighty-four million dollars, with an Option Agreement allowing the purchase of Option Property until the year 2045. Pursuant to the Option Agreement, Plaintiffs were to be provided written notice if Pardee intended to purchase Option Property; Ms. Lundvall argued in favor of the Motion, stating that this provision was not breached, as Pardee Homes had never purchased any of the Option Property.

Mr. James J. Jimmerson argued in opposition to the Motion, stating that Option Property was purchased, and then redefined by Defendant Pardee Homes as Purchase Property in amendments to the Option Agreement. Further, Mr. Jimmerson argued that Plaintiffs did not concede that they have

been paid their full commission, hence the request for an Accounting.

Mr. Jimmerson inquired as to whether the Court would accept an Oral Motion to Amend under Rule 15(b). Court DIRECTED Mr. Jimmerson to file a written Motion, to allow opposing Counsel to respond.

COURT ORDERED Motion CONTINUED to Chambers Calendar; a written decision to issue.

PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT AND  
PLAINTIFF'S COUNTERMOTION FOR PARTIAL SUMMARY JUDGMENT

COURT ORDERED Plaintiff's Countermotion GRANTED on the assignment of real parties in interest. Mr. James J. Jimmerson to prepare the Order.

DEFENDANT'S MOTION TO ENFORCE ORDER SHORTENING TIME FOR HEARING ON  
DEFENDANT'S MOTION FOR SUMMARY JUDGMENT AND TO CONTINUE TRIAL ON ORDER  
SHORTENING TIME

Colloquy between Court and Counsel as to whether this issue could be settled outside of Court. Ms. Hansen advised that this matter was to receive a preferential Trial setting. COURT ORDERED Motion to Continue Trial GRANTED; FIRM TRIAL DATE SET.

5/13/13 10:00 AM BENCH TRIAL

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**March 13, 2013**

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A-10-632338-C	James Wolfram, Plaintiff(s) vs. Pardee Homes of Nevada, Defendant(s)
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March 13, 2013	3:00 AM	Motion for Summary Judgment
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**HEARD BY:** Earley, Kerry

**COURTROOM:**

**COURT CLERK:** Kristin Duncan

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- (1) This matter comes before the Court on a Motion for Summary Judgment filed by Defendant Pardee Homes of Nevada.
- (2) A party seeking Summary Judgment under Rule 56 of the Nevada Rules of Civil Procedure bears the burden of demonstrating that there are no genuine issues of material fact, and that it is entitled to Judgment as a matter of law. In considering such a Motion the Court must view all of the evidence in the light most favorable to the non-moving party, unless it is clear that there are no genuine issues of fact.
- (3) A dispute of fact is genuine if a Jury could return a verdict for the non-moving party on that issue. Whether a fact is material is determined by the governing substantive law applicable to the underlying cause of action(s).
- (4) The Plaintiff s Complaint alleges three different causes of action, namely, Breach of Contract, Breach of Good Faith and Fair Dealing, and for an Accounting. However, all three causes of action rest upon the terms of the Commission Agreement dated September 1, 2004, between the parties.
- (5) The court finds, based upon all the papers, and hearing extensive oral argument, that there are genuine issues of material fact as to whether Defendant has breached the Commission Agreement dated September 1, 2004, regarding its purchases of property from Coyote Springs LLC.
- (6) Therefore, in view of the foregoing, the COURT hereby finds, ORDERS, and adjudges as follows:

The Defendant s Motion for Summary Judgment is hereby DENIED.

CLERK'S NOTE: A copy of this minute order distributed to the following parties via facsimile: James Joseph Jimmerson, Esq. and Patricia Lundvall, Esq.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

## Breach of Contract

# COURT MINUTES

**April 26, 2013**

A-10-632338-C      James Wolfram, Plaintiff(s)  
vs.  
Pardee Homes of Nevada, Defendant(s)

**April 26, 2013                      8:30 AM                      Motion for Leave**

**HEARD BY:** Earley, Kerry                      **COURTROOM:** Phoenix Building Courtroom -  
11th Floor

**COURT CLERK:** Kristin Duncan

**RECORDER:**

**REPORTER:** Jennifer Church

## PARTIES

<b>PRESENT:</b>	Hansen, Lynn M.	Attorney
	Jimmerson, James M.	Attorney
	Lundvall, Patricia K.	Attorney
	Shipley, Aaron D.	Attorney

## JOURNAL ENTRIES

- Mr. Jimmerson indicated the requested amendments addressed Plaintiff's claims for special damages, specifically claims for attorney's fees. Furthermore, Mr. Jimmerson argued in support of the Motion, stating that the facts as pled established the necessity for attorney's fees under the provisions of Sandy Valley. Ms. Lundvall argued in opposition, stating that the claims for attorney's fees as special damages were futile, as they were not recoverable. Additionally, Ms. Lundvall argued issues of prejudice against her clients, and the undue delay of bringing forth the claims. COURT Found there was no undue delay and no prejudice to the Defendant in bringing the claims for special damages. COURT ORDERED Motion CONTINUED to the Chamber's Calendar for a written decision; Counsel to provide supplemental briefing by May 10, 2013 on the issue of futility under the Motion for Leave to Amend. FURTHER ORDERED, Discovery reopened for the limited purpose of obtaining information as to whether the attorney's fees and costs incurred by James J. Jimmerson's firm were special damages, and whether Plaintiffs incurred individual time and effort damages.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract****COURT MINUTES****May 16, 2013**

A-10-632338-C

James Wolfram, Plaintiff(s)

vs.

Pardee Homes of Nevada, Defendant(s)

**May 16, 2013****3:00 AM****Minute Order**

**MINUTE ORDER  
RE: PLAINTIFFS'  
MOTION FOR  
LEAVE TO FILE A  
SECOND  
AMENDED  
COMPLAINT**

**HEARD BY:** Earley, Kerry**COURTROOM:****COURT CLERK:** Louisa Garcia**RECORDER:****REPORTER:****PARTIES****PRESENT:**

**JOURNAL ENTRIES**

- This matter was heard on April 26, 2013, after extensive oral argument by counsel for Plaintiffs and Defendant, the Court granted both parties leave to file supplemental briefs. The matter was subsequently placed on the Chamber Calendar of Department IV on May 15, 2013.

Upon review of the papers and pleadings on file in this matter, including Plaintiff's Supplement to Motion for Leave to File a Second Amended Complaint and Defendants' Supplemental Brief in support of its Opposition to Plaintiff's Motion for Leave to File a Second Amended Complaint, the Court finds as follows:

First, the Court notes that in the absence of any apparent reason involving undue delay, bad faith or dilatory motive on behalf of Plaintiffs, the leave to amend should be freely given. *Stephens v. Southern Nevada Music Co.*, 89 Nev. 104 (1973). The Court finds no such reasons to be present in the

instant case. Further, the Court ordered at the court hearing on April 26, 2013 that discovery is to be reopened for the limited purpose of Defendant obtaining information regarding any alleged attorney's fees as special damages as well as any alleged time and effort damages incurred by Plaintiffs. The Court granted Defendant the opportunity to conduct the aforementioned discovery to avoid any prejudice to Defendant.

Second, the Court addressed the issue of whether Plaintiff's proposed amendment was futile because Plaintiff's request for attorney's fees as special damages is not viable pursuant to *Sandy Valley Assoc. v. Sky Ranch Estates Owners Assoc.*, 117 Nev. 948 (2001).

The Sandy Valley case is the seminal case regarding the issue of whether attorney's fees may be considered as an element of special damages or as a cost of litigation. The Nevada Supreme Court held attorney's fees may be considered an element of special damages in those rare cases when they were reasonably foreseeable and the natural and proximate consequence of the injurious conduct. 117 Nev at 957. The above referenced general criteria in the Sandy Valley case allows the Court to determine in a specific case if a Plaintiff's damages could include attorney's fees as special damages. The Sandy Valley case and its progeny discuss specific types of claims that allow attorney's fees as special damages. However, even if a Plaintiff's claim does not fall under all of the specific types of claims cited in those cases, the general criteria in Sandy Valley is still determinative of whether a case is eligible for attorney's fees as special damages.

Based upon the foregoing, the Court does not find that the Plaintiff's Motion for Leave to File a Second Amended Complaint should be denied on the basis that the amendment sought is futile under Nevada law. Whether Plaintiffs during the trial of this matter provide evidence to fit the narrow circumstances of Sandy Valley and its progeny will be decided by the Court at the appropriate time.

Therefore, the Court GRANTS Plaintiff's Motion for Leave to File a Second Amended Complaint. Counsel for Plaintiffs is to prepare a proposed order and provide a copy to Defendant's counsel for approval as to form and content.

CLERK'S NOTE: A copy of this minute order distributed to the following parties via facsimile: James M. Jimmerson, Esq. and Patricia Lundvall, Esq. (LG 5/16/13)



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

## Breach of Contract

# COURT MINUTES

**July 09, 2013**

A-10-632338-C      James Wolfram, Plaintiff(s)  
vs.  
Pardee Homes of Nevada, Defendant(s)

**July 09, 2013                      8:30 AM                      Motion for Leave**

**HEARD BY:** Earley, Kerry

**COURTROOM:** Phoenix Building Courtroom - 11th Floor

**COURT CLERK:** Kristin Duncan  
Teresa Slade

**RECORDER:**

**REPORTER:** Jennifer Church

## PARTIES

<b>PRESENT:</b>	Jimmerson, James Joseph, ESQ	Attorney
	Jimmerson, James M.	Attorney
	Lundvall, Patricia K.	Attorney

## JOURNAL ENTRIES

- Ms. Lundvall made an oral Opposition to the Motion for Leave and requested that she be allowed to review Mr. Jimmerson's supplements. Colloquy between Court and Counsel regarding a timeline for deadlines. COURT ORDERED Motion for Leave GRANTED, Plaintiff's supplements due by 7/22/13; Defendant's reply due by 8/12/13. Mr. J. M. Jimmerson to prepare the order and to forward to Ms. Lundvall for review. Mr. J. J. Jimmerson alerted the Court that Ms. Lundvall had filed a Counterclaim. Colloquy regarding a cutoff date for the supplemental Discovery. Mr. Jimmerson confirmed they would supplement all their bills through May. Further, Mr. J. J. Jimmerson stated that all documents dealing with time and effort damages had been submitted; however, their attorney's fees were still accruing. Upon Court's inquiry, Ms. Lundvall noted she was not prepared to say if they would be taking a deposition of Mr. J. J. Jimmerson regarding attorney's fees as special damages. Mr. Jimmerson stated he would make himself available in the next two weeks to accommodate Ms. Lundvall if a deposition was needed. Ms. Lundvall confirmed 16.1 disclosures for the Counterclaim would be done by 7/17/13. COURT ORDERED Status Check SET.

7/23/13 8:30 am STATUS CHECK: STATUS OF CASE



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**August 14, 2013**

---

A-10-632338-C	James Wolfram, Plaintiff(s)
	vs.
	Pardee Homes of Nevada, Defendant(s)

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<b>August 14, 2013</b>	<b>3:00 AM</b>	<b>Minute Order</b>
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HEARD BY: Earley, Kerry	COURTROOM:
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COURT CLERK: Kristin Duncan

RECORDER:

REPORTER:

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Having examined Plaintiffs Motion to File Exhibits Under Seal, noting the filing of Nonopposition to Plaintiffs Motion to File Exhibits Under Seal on August 5, 2013 by Defendant and for good cause appearing, it is ORDERED that Plaintiffs Motion to File Exhibits Under Seal is hereby GRANTED. Hearing set for August 23, 2013 is VACATED. Plaintiffs' Counsel to submit a proposed Order within 10 days of this Minute Order.

CLERK'S NOTE: A copy of this minute order distributed to the following parties via facsimile: James J. Jimmerson, Esq. [380-6422] and Patricia Lundvall, Esq. [873-9966]. (KD 8/14/13)

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

## Breach of Contract

# COURT MINUTES

September 23, 2013

A-10-632338-C      James Wolfram, Plaintiff(s)  
vs.  
Pardee Homes of Nevada, Defendant(s)

**September 23, 2013      8:30 AM      All Pending Motions**

HEARD BY: Earley, Kerry

**COURTROOM:** Phoenix Building Courtroom -  
11th Floor

**COURT CLERK:** Kristin Duncan

**RECORDER:**

**REPORTER:** Loree Murray

## PARTIES

<b>PRESENT:</b>	Jimmerson, James Joseph, ESQ	Attorney
	Jimmerson, James M.	Attorney
	Lundvall, Patricia K.	Attorney
	Shipley, Aaron D.	Attorney

## JOURNAL ENTRIES

- DEFENDANT'S MOTION TO COMPEL PRODUCTION OF NOTES JAMES WOLFRAM  
REVIEWED IN PREPARATION FOR HIS DEPOSITION

Ms. Lundvall argued in support of the Motion, stating that, pursuant to NRS 50.125, any documents used as an aid, either before or during testimony, were discoverable. Mr. J.M. Jimmerson argued in opposition, stating that, pursuant to NRS 50.125, no proof had been provided to show that the notes in question were used to refresh Mr. Wolfram's recollections prior to his second deposition being taken. COURT ORDERED Motion DENIED, Finding no foundation for the assertion that Mr. Wolfram used notes from his first deposition, or any handwritten notes, to refresh his recollection before, or during, his second deposition. Mr. J.M. Jimmerson to prepare the Order

DEFENDANT'S MOTION FOR PARTIAL SUMMARY JUDGMENT

Ms. Lundvall argued in support of the Motion, stating that an accounting was a remedy, and not a cause of action; therefore, accounting as a separate cause of action should be dismissed. Mr. J.M. Jimmerson argued in opposition, stating that an accounting was both a remedy and a cause of action. Additionally, Mr. J.M. Jimmerson indicated that a special relationship of trust between parties triggered an accounting; however, the relationship did not have to be a fiduciary one. Further arguments by counsel regarding accounting and the relationship that had to exist between parties to trigger an accounting. Ms. Lundvall requested she be allowed to submit supplemental briefing regarding the issues argued above, and whether this case demonstrated a special relationship which would trigger an accounting. COURT ORDERED both counsel to provide supplemental briefing by the close of business on September 27, 2013; matter CONTINUED to this department's chamber's calendar for further review and the issuance of a written decision.

PLAINTIFFS' MOTION IN LIMINE TO ADMIT THE SEPTEMBER 1, 2004 COMMISSION LETTER AGREEMENT (MIL #1)...PLAINTIFFS' MOTION IN LIMINE TO ADMIT THE OPTION AGREEMENT FOR THE PURCHASE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS (MIL #2)...PLAINTIFFS' MOTION IN LIMINE TO ADMIT AMENDMENT TO THE OPTION AGREEMENT FOR THE PURCHASE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS (MIL #3)...PLAINTIFFS' MOTION IN LIMINE TO ADMIT AMENDMENT NO. 2 OF THE OPTION AGREEMENT FOR THE PURCHASE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS (MIL #4)...PLAINTIFFS' MOTION IN LIMINE TO ADMIT THE AMENDED AND RESTATED OPTION AGREEMENT FOR THE PURCHASE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS (MIL #5)...PLAINTIFFS' MOTION IN LIMINE TO ADMIT THE APRIL 6, 2009 LETTER FROM JIM STRINGER JR. TO JAMES WOLFRAM (MIL #20)...PLAINTIFFS' MOTION IN LIMINE TO ADMIT THE JULY 10, 2009 LETTER FROM JAMES J. JIMMERSON, ESQ. (MIL #23)...PLAINTIFFS' MOTION IN LIMINE TO ADMIT THE MARCH 14, 2008 LETTER FROM JON LASH TO JAMES WOLFRAM AND WALT WILKES (MIL #24)...PLAINTIFFS' MOTION IN LIMINE TO PERMIT JAMES J. JIMMERSON, ESQ. TO TESTIFY CONCERNING PLAINTIFFS' ATTORNEY'S FEES AND COSTS (MIL #25)

Mr. J.M. Jimmerson indicated these Motions had been withdrawn by stipulation.

PLAINTIFF'S MOTION IN LIMINE TO ADMIT AMENDMENT NO. 1 TO THE AMENDED AND RESTATE OPTION AGREEMENT FOR THE PURCHASE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS (MIL #6)...PLAINTIFFS' MOTION IN LIMINE TO ADMIT AMENDMENT NO. 2 TO THE AMENDED AND RESTATED OPTION AGREEMENT FOR THE PURCHASE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS (MIL #7)...PLAINTIFFS' MOTION IN LIMINE TO ADMIT AMENDMENT NO. 3 TO THE AMENDED AND RESTATED OPTION AGREEMENT FOR THE PURCHASE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS (MIL #8)...PLAINTIFFS' MOTION IN LIMINE TO ADMIT RETAINER AGREEMENT (MIL #9)...PLAINTIFFS' MOTION IN LIMINE TO ADMIT AMENDMENT NO. 5 TO THE AMENDED AND RESTATE OPTION AGREEMENT FOR THE PURCHASE OF REAL

PROPERTY AND JOINT ESCROW INSTRUCTIONS (MIL #10)...PLAINTIFFS' MOTION IN LIMINE TO ADMIT AMENDMENT NO. 6 TO THE AMENDED AND RESTATED OPTION AGREEMENT FOR THE PURCHASE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS (MIL #11)...PLAINTIFFS' MOTION IN LIMINE TO ADMIT AMENDMENT NO. 7 TO THE AMENDED AND RESTATED OPTION AGREEMENT FOR THE PURCHASE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS (MIL #12)...PLAINTIFFS' MOTION IN LIMINE TO ADMIT AMENDMENT NO. 8 TO THE AMENDED AND RESTRICTED OPTION AGREEMENT FOR THE PURCHASE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS (MIL #13)

Mr. J.M. Jimmerson argued in support of the Motions, stating that the documents were both authentic and relevant, with ample proof to support their authenticity. Ms. Lundvall argued in opposition, stating that there were stray marks and handwritten notes on the documents in question. Colloquy regarding Defendant Pardee Homes being in possession of clean copies of the documents Mr. Jimmerson wished to admit. Ms. Lundvall agreed to produce clean copies of the documents; parties STIPULATED to the use of the clean copies. Counsel further STIPULATED that the documents were admissible as to foundational requirements, which include authenticity and hearsay; the relevancy of the documents must still be proven at trial. COURT ORDERED Motions WITHDRAWN pursuant to the stipulation. Ms. Lundvall to provide clean copies of the documents by September 27, 2013, and present Plaintiffs' counsel with a copying bill.

PLAINTIFFS' MOTION IN LIMINE TO ADMIT PARCEL MAP RECORDED IN THE CLARK COUNTY RECORDER'S OFFICE IN FILE 98, PAGE 57 (MIL #14)...PLAINTIFFS' MOTION IN LIMINE TO ADMIT PLAT MAP RECORDED IN THE CLARK COUNTY RECORDER'S OFFICE IN BOOK 138 PAGE 51 (MIL #15)...PLAINTIFFS' MOTION IN LIMINE TO ADMIT PARCEL MAP RECORDED IN THE CLARK COUNTY RECORDER'S OFFICE IN FILE 116, PAGE 35 (MIL #16)...PLAINTIFFS' MOTION IN LIMINE TO ADMIT PARCEL MAP RECORDED IN THE CLARK COUNTY RECORDER'S OFFICE IN FILE 117, PAGE 18 (MIL #17)...PLAINTIFFS' MOTION IN LIMINE TO ADMIT PLAT MAP RECORDED IN CLARK COUNTY RECORDER'S OFFICE IN BOOK 140, PAGE 57 (MIL #18)...PLAINTIFFS' MOTION IN LIMINE TO ADMIT PARCEL MAP RECORDED IN THE CLARK COUNTY RECORDER'S OFFICE IN FILE 113, PAGE 55 (MIL #19)

Mr. J.M. Jimmerson argued in support of the Motions, stating that the documents were certified copies of public records; therefore, not only were the documents relevant, they were also self-authenticating. Ms. Lundvall argued in opposition, stating that the maps were of purchased land, and foundation needed to be laid before their admittance. Counsel STIPULATED that the documents were admissible as to foundational requirements, which include authenticity and hearsay; the relevancy of the documents must still be proven at trial. COURT ORDERED Motions WITHDRAWN pursuant to the stipulation.

PLAINTIFFS' MOTION IN LIMINE TO ADMIT THE NOVEMBER 24, 2009 LETTER FROM JON LASH TO JAMES WOLFRAM (MIL #21)...PLAINTIFFS' MOTION IN LIMINE TO ADMIT THE

AUGUST 23, 2007 LETTER FROM JON LASH TO WALT WILKES AND JAMES WOLFRAM (MIL #22)

Mr. J.M. Jimmerson argued in support of the Motions, stating these documents were produced by the Defendant, and they were both relevant and authentic. Ms. Lundvall argued in opposition, indicating that if her Motion to Exclude Parol Evidence was granted, then these documents would be excluded as Parol Evidence. Counsel STIPULATED that the documents were admissible as to foundational requirements, which include authenticity and hearsay; the relevancy of the documents must still be proven at trial. COURT ORDERED Motions WITHDRAWN pursuant to the stipulation.

- DEFENDANT'S MOTION IN LIMINE TO EXCLUDE PLAINTIFFS' CLAIM FOR ATTORNEY'S FEES AS AN ELEMENT OF DAMAGES (MIL #1)...DEFENDANTS' MOTION IN LIMINE TO EXCLUDE PLAINTIFFS' CLAIM FOR DAMAGES IN THE FORM OF COMPENSATION FOR TIME (MIL #2)

Court indicated its belief that the issues in these Motions had already been briefed and decided during prior Motions. Ms. Lundvall stated that the Court had expressed a wish to hear certain evidence relating to these issues at the time of trial, and suggested the rulings on these Motions be held in abeyance. COURT SO ORDERED.

DEFENDANTS' MOTION IN LIMINE TO EXCLUDE PAROL EVIDENCE

Ms. Lundvall argued in support of the Motion, stating that the commission agreement in the contract was clear and unambiguous, rendering parol evidence inadmissible. Mr. J.M. Jimmerson argued in opposition, stating that Plaintiffs had never proposed the admittance of any prior negotiations or agreements; the issue at hand was what the terms of the contract meant. COURT ORDERED Motion GRANTED: any documents or evidence relating to prior terms or negotiations may not come in under parol evidence; however, this ruling would not limit any testimony regarding what the contractual terms meant.

DEFENDANT'S MOTION IN LIMINE TO EXCLUDE ALL DOCUMENTS AND WITNESSES DISCLOSED AFTER THE CLOSE OF DISCOVERY (MIL #4)

Ms. Lundvall indicated she wished to withdraw this Motion.

Mr. J.M. Jimmerson raised the issue of obtaining certified copies of the maps from the Recorder's office, and requested Plaintiffs be allowed to obtain only one certified copy and then make additional



copies from that original. Ms. Lundvall stipulated to the request.

Mr. J.M. Jimmerson to prepare the Order for today's hearing.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**October 07, 2013**

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A-10-632338-C	James Wolfram, Plaintiff(s) vs. Pardee Homes of Nevada, Defendant(s)
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October 07, 2013	3:00 AM	<b>Motion for Partial Summary Judgment</b>
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HEARD BY: Earley, Kerry	COURTROOM:
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COURT CLERK: Kristin Duncan

RECORDER:

REPORTER:

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Defendant s Motion for Partial Summary Judgment, requesting this Court grant partial summary judgment in favor of Defendant Pardee and against Plaintiffs James Wolfram and Walt Wilkes on Plaintiffs First Cause of Action for an accounting pled in the Plaintiffs Second Amended Complaint, came on for hearing on September 23, 2013. This matter was continued to allow both parties to file supplemental briefs to further address legal issues presented by said Motion. The legal issues addressed in the supplemental briefs included:

- 1) whether a claim for accounting is solely an equitable remedy or whether it is also an independent cause of action, and
- 2) if Nevada recognizes a claim for accounting as a freestanding claim in equity, what are the requirements to sustain a claim for accounting, and
- 3) whether there is a genuine issue of material fact that would preclude the Court from granting summary judgment in favor of Defendant and against Plaintiffs on the First Cause of Action.

Upon review of all of the papers and pleadings on file in this matter, and hearing the oral argument presented by both parties, and upon further consideration and good cause appearing, the Court Finds that an accounting is an independent cause of action that is distinct from the equitable remedy of accounting. See, e.g., Botsford vs. Van Riper, 33 Nev. 156 (1910); Young vs. Johnny Ribiero Bldg.,

Inc. 787 P. 2d 777 (1990); Oracle USA, Inc. vs. Rimini Street, Inc., 2010 WC 3257933 (D. Nev. Aug 13, 2010); Teselle vs. McLoughlin, 173 Cal. App. 4th 156 (2009); Mobius Connections Group, Inc. vs. Tech Skills, LLC, 2012 WL 194434.

In order to prevail on a claim for accounting, a Plaintiff must establish the existence of a special relationship whereby a duty to account may arise. See Teselle vs. McLoughlin, 173 Cal. App. 4th 156 (2009). The right to an accounting can arise from Defendant's possession of money or property which, because of the Defendant's relationship with the Plaintiff, the Defendant is obliged to surrender. Id.

The Court further Finds that there is a genuine issue of material fact as to whether the relationship between the parties establishes the existence of a special relationship whereby a duty to account may arise. Accordingly, IT IS HEREBY ORDERED that Defendant's Motion for Partial Summary Judgment against Plaintiffs is DENIED. Counsel to prepare the Order and request approval as to form and content from Defendant's counsel.

CLERK'S NOTE: A copy of this minute order distributed to the following parties via facsimile: James M. Jimmerson, Esq. [380-6417] and Patricia Lundvall, Esq. [788-2020]. (KD 10/7/13)

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**October 23, 2013**

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A-10-632338-C      James Wolfram, Plaintiff(s)  
vs.  
Pardee Homes of Nevada, Defendant(s)

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**October 23, 2013      8:30 AM      Bench Trial - FIRM**

**HEARD BY:** Earley, Kerry      **COURTROOM:** Phoenix Building Courtroom -  
11th Floor

**COURT CLERK:** Kristin Duncan

**RECORDER:**

**REPORTER:** Jennifer Church

**PARTIES**

**PRESENT:**      Hansen, Lynn M.      Attorney  
                 Jimmerson, James Joseph, ESQ      Attorney  
                 Jimmerson, James M.      Attorney  
                 Lundvall, Patricia K.      Attorney  
                 Shipley, Aaron D.      Attorney  
                 Wilkes, Walt      Plaintiff  
                      Counter Defendant  
                 Wolfram, James      Plaintiff  
                      Counter Defendant

**JOURNAL ENTRIES**

- Also present: Chris Hallman and Jon Lash, representatives of Pardee Homes of Nevada

ORDERS FOR MOTION TO COMPEL AND MOTION FOR PARTIAL SUMMARY JUDGMENT - previously decided - SIGNED IN OPEN COURT. Mr. J.M. Jimmerson indicated he wished to use demonstrative exhibits of parcel maps in his opening statement which had not yet been admitted into evidence; objection by Ms. Lundvall. COURT ORDERED Mr. J.M. Jimmerson to be allowed to use the exhibits for demonstrative purposes. EXCLUSIONARY RULE INVOKED. Opening statements by J.M. Jimmerson and Ms. Lundvall. Testimony and Exhibits presented (see worksheets). Mr. J.J. Jimmerson noted that Mr. Wolfram had become distressed while testifying, and requested a

continuance to the following day. COURT SO ORDERED. Colloquy between Court and counsel regarding scheduling.

CONTINUED TO: 10/24/13 9:30 AM

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**October 24, 2013**

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A-10-632338-C	James Wolfram, Plaintiff(s) vs. Pardee Homes of Nevada, Defendant(s)
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**October 24, 2013      9:30 AM      Bench Trial - FIRM**

**HEARD BY:** Earley, Kerry      **COURTROOM:** Phoenix Building Courtroom - 11th Floor

**COURT CLERK:** Kristin Duncan

**RECORDER:**

**REPORTER:** Loree Murray

**PARTIES**

<b>PRESENT:</b>	Hansen, Lynn M.	Attorney
	Jimmerson, James Joseph, ESQ	Attorney
	Jimmerson, James M.	Attorney
	Lundvall, Patricia K.	Attorney
	Shiple, Aaron D.	Attorney
	Wilkes, Walt	Plaintiff
		Counter Defendant
	Wolfram, James	Plaintiff
		Counter Defendant

**JOURNAL ENTRIES**

- Also present: Chris Hallman, Representative for Defendant Pardee Homes of Nevada

Testimony and exhibits presented (see worksheets). TRIAL CONTINUED.

CONTINUED TO: 10/28/13 8:30 AM

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**October 28, 2013**

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A-10-632338-C	James Wolfram, Plaintiff(s) vs. Pardee Homes of Nevada, Defendant(s)
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**October 28, 2013      8:30 AM      Bench Trial - FIRM**

**HEARD BY:** Earley, Kerry      **COURTROOM:** Phoenix Building Courtroom - 11th Floor

**COURT CLERK:** Sylvia Perez

**RECORDER:**

**REPORTER:** Jennifer Church

**PARTIES**

<b>PRESENT:</b>	Jimmerson, James Joseph, ESQ	Attorney
	Jimmerson, James M.	Attorney
	Lundvall, Patricia K.	Attorney
	Shipley, Aaron D.	Attorney
	Wilkes, Walt	Plaintiff
		Counter Defendant
	Wolfram, James	Plaintiff
		Counter Defendant

**JOURNAL ENTRIES**

- Testimony and exhibits presented (See Worksheets).

Court recessed for the evening. Trial will resume 10/29/13 10:00 AM.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**October 29, 2013**

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A-10-632338-C	James Wolfram, Plaintiff(s) vs. Pardee Homes of Nevada, Defendant(s)
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**October 29, 2013      9:45 AM      Bench Trial - FIRM**

**HEARD BY:** Earley, Kerry      **COURTROOM:** Phoenix Building Courtroom - 11th Floor

**COURT CLERK:** Tia Everett

**RECORDER:**

**REPORTER:** Loree Murray

**PARTIES**

<b>PRESENT:</b>	Hansen, Lynn M.	Attorney
	Jimmerson, James Joseph, ESQ	Attorney
	Jimmerson, James M.	Attorney
	Lundvall, Patricia K.	Attorney
	Shipley, Aaron D.	Attorney

**JOURNAL ENTRIES**

- Testimony and exhibits presented. (See worksheets)

Colloquy regarding scheduling. Court recessed for the evening.

CONTINUED TO: 10/30/2013 10:00 AM



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**October 30, 2013**

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A-10-632338-C	James Wolfram, Plaintiff(s) vs. Pardee Homes of Nevada, Defendant(s)
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**October 30, 2013      10:00 AM      Bench Trial - FIRM**

**HEARD BY:** Earley, Kerry      **COURTROOM:** Phoenix Building Courtroom - 11th Floor

**COURT CLERK:** Andrea Natali

**RECORDER:**

**REPORTER:** Loree Murray

**PARTIES**

<b>PRESENT:</b>	Jimmerson, James Joseph, ESQ	Attorney
	Jimmerson, James M.	Attorney
	Lundvall, Patricia K.	Attorney
	Shipley, Aaron D.	Attorney
	Wolfram, James	Plaintiff
		Counter Defendant

**JOURNAL ENTRIES**

- Testimony and Exhibits presented (see worksheets). COURT ORDERED, Trial CONTINUED.  
Colloquy between Court and counsel regarding trial schedule.

TRIAL CONTINUED TO: 12/9/13 8:30 AM

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**December 09, 2013**

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A-10-632338-C	James Wolfram, Plaintiff(s) vs. Pardee Homes of Nevada, Defendant(s)
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**December 09, 2013      8:30 AM      Bench Trial - FIRM**

**HEARD BY:** Earley, Kerry      **COURTROOM:** Phoenix Building Courtroom - 11th Floor

**COURT CLERK:** Phyllis Irby

**RECORDER:**

**REPORTER:** Loree Murray

**PARTIES**

<b>PRESENT:</b>	Jimmerson, James Joseph, ESQ	Attorney
	Jimmerson, James M.	Attorney
	Lundvall, Patricia K.	Attorney

**JOURNAL ENTRIES**

- Testimony and exhibits presented (see worksheet.). COURT ORDERED, MATTER CONTINUED.

12-10-13 8:30 AM BENCH TRIAL (DEPT. IV)

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**December 10, 2013**

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A-10-632338-C	James Wolfram, Plaintiff(s)
	vs.
	Pardee Homes of Nevada, Defendant(s)

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**December 10, 2013      8:30 AM      Bench Trial - FIRM**

**HEARD BY:** Earley, Kerry      **COURTROOM:** Phoenix Building Courtroom - 11th Floor

**COURT CLERK:** Kristin Duncan

**RECORDER:**

**REPORTER:** Angela Campagna

**PARTIES**

<b>PRESENT:</b>	Hansen, Lynn M.	Attorney
	Jimmerson, James Joseph, ESQ	Attorney
	Jimmerson, James M.	Attorney
	Lundvall, Patricia K.	Attorney
	Shiple, Aaron D.	Attorney
	Wolfram, James	Plaintiff
		Counter Defendant

**JOURNAL ENTRIES**

- Testimony and Exhibits presented (see worksheets). Arguments by counsel regarding the admittance of exhibits dealing with multi-family agreements. Ms. Lundvall indicated the issue of the multi-family agreements was a brand new issue that was not raised in Discovery or during the Pre-Trial Motion practice. Court stated there was a legitimate issue regarding the multi-family agreements, and that questions addressing the issue could be asked; however, Court reserved any decision regarding the admittance of the above-mentioned exhibits until such time as a foundation could be laid. TRIAL CONTINUED.

CONTINUED TO: 12/12/13 8:30 AM

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**December 12, 2013**

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A-10-632338-C	James Wolfram, Plaintiff(s) vs. Pardee Homes of Nevada, Defendant(s)
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**December 12, 2013      8:30 AM      Bench Trial - FIRM**

**HEARD BY:** Earley, Kerry      **COURTROOM:** Phoenix Building Courtroom - 11th Floor

**COURT CLERK:** Kristin Duncan

**RECORDER:**

**REPORTER:** Jennifer Church

**PARTIES**

<b>PRESENT:</b>	Hansen, Lynn M.	Attorney
	Jimmerson, James Joseph, ESQ	Attorney
	Jimmerson, James M.	Attorney
	Lundvall, Patricia K.	Attorney
	Shipley, Aaron D.	Attorney
	Wolfram, James	Plaintiff
		Counter Defendant

**JOURNAL ENTRIES**

- Oral Motion by Ms. Lundvall to quash the subpoenas served on December 11, 2013, on Jim Rizzi and any employee of Slater Hanifan, made pursuant to NRCP 16.1(e)(3)(b). Opposition by James J. Jimmerson. COURT ORDERED Motion GRANTED IN PART as to any subpoenas served on an employee of Slater Hanifan; as to the subpoena served on Jim Rizzi, COURT ORDERED Motion DENIED, due to Mr. Rizzi being an employee of Pardee Homes.

Testimony and exhibits presented (see worksheets). TRIAL CONTINUED.

CONTINUED TO: 12/13/13 8:30 AM

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**December 13, 2013**

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A-10-632338-C	James Wolfram, Plaintiff(s) vs. Pardee Homes of Nevada, Defendant(s)
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**December 13, 2013      8:30 AM      Bench Trial - FIRM**

**HEARD BY:** Earley, Kerry      **COURTROOM:** Phoenix Building Courtroom - 11th Floor

**COURT CLERK:** Kristin Duncan

**RECORDER:**

**REPORTER:** Loree Murray

**PARTIES**

<b>PRESENT:</b>	Jimmerson, James Joseph, ESQ      Attorney Jimmerson, James M.      Attorney Lundvall, Patricia K.      Attorney Shipley, Aaron D.      Attorney Wolfram, James      Plaintiff Counter Defendant
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**JOURNAL ENTRIES**

- Testimony and exhibits presented (see worksheets). Mr. James J. Jimmerson requested that the Court take Judicial Notice of exhibit number 42. COURT ORDERED request GRANTED and Judicial Notice taken. Oral Motion by Mr. James J. Jimmerson to amend the Complaint to conform to the evidence presented at trial. COURT ORDERED Oral Motion to Amend DENIED, Finding that, although new facts were presented at trial, they related to the Complaint; therefore, the new facts would be taken into consideration, rendering amendment unnecessary. Plaintiff and Defense RESTED. Closing arguments by Ms. Lundvall, James J. Jimmerson and James M. Jimmerson. Due to their confidential status, COURT ORDERED the following exhibits be lodged UNDER SEAL: Plaintiff's exhibits 2, 6, 7, 8, 9, 10, 11, 12 and 13; Defendant's exhibits B, J and O. BENCH TRIAL CONCLUDED - Findings of Fact and Conclusions of Law to be issued by the Court.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**July 17, 2014**

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A-10-632338-C      James Wolfram, Plaintiff(s)  
vs.  
Pardee Homes of Nevada, Defendant(s)

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**July 17, 2014      8:30 AM      Motion to Expunge Lis  
Pendens**

**HEARD BY:** McGee, Charles

**COURTROOM:** Phoenix Building Courtroom -  
11th Floor

**COURT CLERK:** Kristin Duncan

**RECORDER:**

**REPORTER:** Loree Murray

**PARTIES**

**PRESENT:**      AHMED, BURAK      Attorney  
                 Jimmerson, James Joseph, ESQ      Attorney  
                 Kay, Rory T.      Attorney  
                 Lundvall, Patricia K.      Attorney

**JOURNAL ENTRIES**

- Upon Court's inquiry, Ms. Lundvall provided the case's background. Colloquy between Court and counsel regarding whether the recorded document would put a cloud on title and have a dampening effect on the marketability of the property; Mr. Jimmerson stated that it would not have a dampening effect, but he would be willing to work with opposing counsel on this issue and would be willing to expunge the confidential attachment to the document. Ms. Lundvall stated that the recorded document was a cloud on the title and it impacted Pardee land, not only Coyote Springs' land. Furthermore, Ms. Lundvall argued that the documents made part of the public record by Mr. Jimmerson were confidential and were part of a Protective Order issued by the Court. COURT ORDERED the immediate expungement of the filed document and the removal of the document from the file by the Recorder's office. Mr. Jimmerson requested the Court Order that the Plaintiff be notified of any sale of option property. COURT SO ORDERED. Ms. Lundvall requested that she be permitted to submit the attorney's fees and costs that were incurred in the bringing of this Motion and utilize those fees and costs as a consequence to Mr. Jimmerson's failure to adhere to the

Protective Order. Court stated that it would allow Ms. Lundvall to file those documents. Ms. Lundvall to prepare the Order and forward to Mr. Jimmerson for review.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

## Breach of Contract

# COURT MINUTES

**July 31, 2014**

A-10-632338-C      James Wolfram, Plaintiff(s)  
vs.  
Pardee Homes of Nevada, Defendant(s)

**July 31, 2014                      8:30 AM                      Motion for Substitution**

HEARD BY: Earley, Kerry

**COURTROOM:** Phoenix Building Courtroom -  
11th Floor

**COURT CLERK:** Kristin Duncan

**RECORDER:**

**REPORTER:** Loree Murray

## PARTIES

<b>PRESENT:</b>	AHMED, BURAK	Attorney
	Jimmerson, James Joseph, ESQ	Attorney
	Kay, Rory T.	Attorney
	Shipley, Aaron D.	Attorney
	Wolfram, James	Plaintiff
		Counter Defendant

## JOURNAL ENTRIES

- Mr. James J. Jimmerson argued in support of the Motion, stating that he would be substituting, as party Plaintiff in place of Walt D. Wilkes, the Walter D. Wilkes and Angela D. Limbocker-Wilkes Living Trust, with Angela Wilkes as the trustee and Thomas Wilkes as successor trustee. Mr. Shipley indicated he had a limited opposition, arguing that for the Court to take jurisdiction over the trust in rem and confirm a successor trustee, Plaintiff should have provided 10 days notice to all interested parties, which they did not do. Mr. James J. Jimmerson responded that he would be willing to prepare an Order with the following language in order to satisfy Mr. Shipley's objection: absent objection within 10 business days from today, the order will be confirmed. COURT ORDERED Motion GRANTED, with the above-mentioned caveat included to address the notice issue. Mr. James J. Jimmerson to prepare the Proposed Order and forward to opposing counsel for approval as to form and content.



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**February 10, 2015**

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A-10-632338-C	James Wolfram, Plaintiff(s)
	vs.
	Pardee Homes of Nevada, Defendant(s)

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**February 10, 2015      3:00 AM      Minute Order**

**HEARD BY:** Earley, Kerry      **COURTROOM:**

**COURT CLERK:** Kristin Duncan

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- After reviewing Plaintiffs Accounting Brief pursuant to the Court's Order, Pardee Homes of Nevada's Supplemental Brief regarding future accounting, and Pardee's Notice of Submission, the Court rules as follows:

1. Defendant to provide to Plaintiffs an Affidavit or an unsworn declaration in lieu thereof pursuant to NRS 53.045 executed under penalty of perjury by a corporate representative from Weyerhaeuser Company NR (WNR) acknowledging and confirming the representations contained in Ms. Lundvall's letter dated August 5, 2014, regarding the transactions which resulted in Pardee's rights and obligations under the Commission Agreement being assigned/transferred to WNR.
2. All future amendments, if any, to the Amended and Restated Option Agreement dated March 28, 2005, be provided to Plaintiffs and their successors and/or assigns (hereinafter referred to as Plaintiffs). These documents will be designated CONFIDENTIAL pursuant to the protective order in this case.
3. This COURT ORDERS, in compliance with its Decision in this matter, that Pardee or its successor in interest and/or assigns (hereinafter referred to as Pardee ) provide the following to Plaintiffs in the future to keep Plaintiffs reasonably informed pursuant to the Commission Agreement:
  - (1) Within fourteen (14) days of the relevant event described below, Pardee shall provide Plaintiffs with courtesy copies of the following:
    - (a) All publicly-recorded documents related to any transaction involving

Pardee's purchase of Option Property from CSI;

(b) Each written option exercise notice given pursuant to paragraph 2 of the Option Agreement, together with information as to the number of acres involved and the scheduled closing date;

(c) A parcel map which reflects the exact location of the related Option Property, if one is available; and

(d) Documents that reflect the purchase price of the Option Property, along with a breakdown of the calculation of commission owed pursuant to paragraph (iii) of the Commission Agreement.

(e) Pardee shall notify Plaintiffs which escrow company will handle any Option Property purchases

(2) In the event there is a purchase of Option Property, Pardee shall pay into escrow any commissions owed to Plaintiffs concurrently with Pardee's deposit of the Option Property Price.

(3) In the event that the Option Agreement is terminated, Pardee shall provide notice thereof to Plaintiffs within fourteen (14) days of the effective date of the termination.

(4) Plaintiffs shall notify Pardee of the name and address of the person or entity that should receive notice of the foregoing information and documents. Ms. Lundvall to prepare the order and Mr. Jimmerson to sign off as to form and content.

CLERK'S NOTE: A copy of this minute order was e-mailed to: Patricia Lundvall, Esq. [lundvall@mcdonaldcarano.com] and James J. Jimmerson, Esq. [jjj@jimmersonhansen.com] (KD 2/11/15)

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**July 10, 2015**

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A-10-632338-C	James Wolfram, Plaintiff(s) vs. Pardee Homes of Nevada, Defendant(s)
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<b>July 10, 2015</b>	<b>9:00 AM</b>	<b>Motion for Stay of Execution</b>
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**HEARD BY:** Earley, Kerry

**COURTROOM:** RJC Courtroom 16B

**COURT CLERK:** Kristin Duncan

**RECORDER:**

**REPORTER:** Jennifer Church

**PARTIES**

<b>PRESENT:</b>	Fic, Holly A.	Attorney
	Kay, Rory T.	Attorney
	Lundvall, Patricia K.	Attorney
	Muije, John W.	Attorney

**JOURNAL ENTRIES**

- Ms. Lundvall argued this stay is based procedurally to keep the status quo from today until this Court has time to hear post judgment motions. She asked the Court for a Stay until the Court can sort any of the issues with the post judgement issues. Opposition to the stay by Mr. Muije, he stated case law and believed there is no reason to stay and if allowed to stay then he asked the Plaintiff post a bond. Ms. Lundvall addressed the case law cited by Mr. Muije and Plaintiff's trying to execute for more money; however, she addressed reasons they are entitled for a stay without posting a bond until the Court decides on post judgment motions. Mr. Muije stated it is not customary to issue a stay without posting a bond and he addressed interest and cost and they are entitled to enforce judgment. Ms. Lundvall advised interest, and cost fees are the issues of post judgment decision. Court stated his findings, and ORDERED, Pardee's emergency motion to STAY Execution of Judgment is GRANTED and no posting of security is required. Order signed and FILED IN OPEN COURT.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**July 23, 2015**

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A-10-632338-C      James Wolfram, Plaintiff(s)  
vs.  
Pardee Homes of Nevada, Defendant(s)

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**July 23, 2015      3:00 AM      Minute Order**

**HEARD BY:** Earley, Kerry      **COURTROOM:**

**COURT CLERK:** Kristin Duncan

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- The currently scheduled hearings for the following Motions have been VACATED AND RESET for hearing on October 2, 2015, at 9:00 a.m.:  
Pardee s Motion For Attorney s Fees and Costs (July 27, 2015 hearing date VACATED);  
Pardee s Motion To Retax Plaintiffs Memorandum of Costs Filed June 19, 2015 (July 27, 2015 hearing date VACATED);  
Plaintiff s Motion Pursuant to NRCP 52(b) and 59 To Amend Judgment Entered on June 15, 2015 (August 3, 2015 hearing date VACATED);  
Plaintiffs Motion To Strike Judgment Entered on June 15, 2015 (August 5, 2015 hearing date VACATED);  
Pardee Homes of Nevada s Motion To Amend Judgment / Countermotion For Attorney s Fees (August 5, 2015 hearing date VACATED);  
Plaintiffs Motion For Attorney s Fees and Costs (August 10, 2015 hearing date VACATED); and  
Plaintiff s Motion For Order Requesting Defendant, When Serving By Electronic Means, To Serve Three Specific Persons (August 12, 2015 hearing date VACATED).  
All reply briefs are due on or before September 11, 2015. No further filing shall be permitted. All courtesy copies must be delivered to chambers no later than September 11, 2014.

**CLERK S NOTE:** A copy of this Minute Order was distributed to the following parties via e-mail: Pat

Lundvall, Esq. [plundvall@mcdonaldcarano.com] and James Jimmerson, Esq. [jjj@jimmersonhansen.com]. (KD 7/23/15)

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**August 24, 2015**

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A-10-632338-C	James Wolfram, Plaintiff(s) vs. Pardee Homes of Nevada, Defendant(s)
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<b>August 24, 2015</b>	<b>3:00 AM</b>	<b>Motion For Reconsideration</b>
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<b>HEARD BY:</b> Earley, Kerry	<b>COURTROOM:</b>
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**COURT CLERK:** Kristin Duncan

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- This matter came before the court on August 24, 2015 for Plaintiffs Motion for Reconsideration, Ex Parte (With Notice) of Application for Order Shortening Time Regarding Stay of Execution and Order Shortening Time Regarding Stay of Execution. Having considered the Motion, Defendant s Opposition, Plaintiffs Reply, and all arguments and authorities therein, COURT ORDERS Plaintiffs Motion DENIED as Plaintiffs have not satisfied E.D.C.R. 2.24 s requirements for a motion for reconsideration. Plaintiffs have failed to produce new facts or law other than that presented or considered at the prior hearing. COURT hereby AFFIRMS previous ruling.

CLERK'S NOTE: A copy of this minute order emailed to: James Jimmerson, Esq. [jjj@jimmersonhansen.com] and Patricia Lundvall, Esq. [plundvall@mcdonaldcarano.com] (KD 9/22/15)

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**January 15, 2016**

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A-10-632338-C	James Wolfram, Plaintiff(s) vs. Pardee Homes of Nevada, Defendant(s)
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**January 15, 2016      10:00 AM      All Pending Motions**

**HEARD BY:** Earley, Kerry      **COURTROOM:** RJC Courtroom 16B

**COURT CLERK:** April Watkins

**RECORDER:**

**REPORTER:** Loree Murray

**PARTIES**

<b>PRESENT:</b>	Flaxman, Michael C, ESQ	Attorney
	Jimmerson, James Joseph, ESQ	Attorney
	Kay, Rory T.	Attorney
	Lundvall, Patricia K.	Attorney
	Wolfram, James	Plaintiff
		Counter Defendant

**JOURNAL ENTRIES**

- PLTFS' MOTION TO STRIKE "JUDGMENT", ENTERED June 15, 2015, PURSUANT TO N.R.C.P. 52(B) AND N.R.C.P. 59, AS UNNECESSARY AND DUPLICATIVE ORDERS OF FINAL ORDERS ENTERED ON June 25, 2014, AND MAY 13, 2015, AND AS SUCH, IS A FUGITIVE DOCUMENT:

Mr. Jimmerson noted for the record trial was in December of 2013, first order issued June 25, 2014, which addressed all issues presented by both sides at trial. The Court also granted Pltf's request for an accounting. Further, all matters were resolved and then the Court granted Pltf's request that there be a second proceeding of some sort. Counsel is not sure if the Court intended it to be a final order. Court stated after supplemental, Court envisioned a final judgment. Colloquy. Additionally, Mr. Jimmerson stated purpose for motion was when the Court did May 13, 2015, supplemental order, that in counsel's judgment, completed the Court's decision making relative to facts and laws and final order. This is why counsel did not believe it was appropriate for Pardee to submit a judgment. Colloquy. COURT ORDERED, motion DENIED pursuant to N.R.C.P. 58(a).

PLTF'S MOTION PURSUANT TO N.R.C.P. 52(B) AND 59 TO AMEND THE COURT'S JUDGMENT ENTERED ON June 15, 2015, TO AMEND THE FINDINGS OF FACT/CONCLUSIONS OF LAW AND JUDGMENT CONTAINED THEREIN, SPECIFICALLY REFERRED TO IN THE LANGUAGE INCLUDED IN THE JUDGMENT AT PAGE 2, LINES 8 THROUGH 13 AND THE JUDGMENT AT PAGE 2, LINES 18 THROUGH 23 TO DELETE THE SAME OR AMEND THE SAME TO REFLECT THE TRUE FACT THAT PLTF. PREVAILED ON THEIR ENTITLEMENT TO THE FIRST CLAIM FOR RELIEF; FOR AN ACCOUNTING AND DAMAGES FOR THEIR SECOND CLAIM FOR RELIEF OF BREACH OF CONTRACT, AND THEIR THIRD CLAIM FOR RELIEF FOR BREACH OF THE IMPLIED COVENANT FOR GOOD FAITH AND FAIR DEALING AND THAT DEFT. NEVER RECEIVED A JUDGMENT IN ITS FORM AND AGAINST PLTF'S WHATSOEVER AS MISTAKENLY STATED WITHIN THE COURT'S LATEST JUDGMENT:

Mr. Jimmerson stated he did not anticipate need for third document called judgment. Further, judgment proposed by Deft. was e-mailed to counsel only which counsel did not read, copied to no one else even after counsel referenced e-mails need to be sent to secretary and associate assigned to case at the time. Court stated June 15, 2015, judgment did not comply with the known practices and standards ordered by the Court. Mr. Jimmerson stated the Court made findings of fact and conclusions of law as to the June 15, 2015, order, there was never a claim by the Pltf. for \$1.8 million in damages, argued that was inserted improperly into judgment by Pardee and requested it be stricken from page 2, lines 18 through 23. Additionally, Mr. Jimmerson argued this is a phoney assertion of words not supported by the Court's findings of fact and conclusions of law and it is an attempt by Pardee for attorney fees and that they were the prevailing party. Mr. Jimmerson further argued Pardee acting in bad faith making this kind of finding and order which would of never been approved by counsel if counsel would of seen it. No where in opening statements does Deft. speak about \$1.8 million nor does Pltf. \$1.8 million dollars only appears as a number in two places and none of them are part of the court record in terms of the trial. First time the \$1.8 million referenced is in the filing of the 16.1 supplemental disclosures by Pltf. and the second time it is referenced was in Pltf's opposition to Defts' motion for summary judgment that was argued in 2013, which was denied by the Court. Mr. Jimmerson argued neither one of those references were introduced into evidence or spoken to the Court. Further, there was not one reference for future commissions. Colloquy. Mr. Jimmerson stated during course of trial, counsel doubled checked County Commission records and found that they redesignated a multi-family parcel which the Court ruled against the Pltfs' and redesignation did not entitle Pltfs' to damages. Deft. Pardee has mislead the Court and has inserted a finding that lead to an order that somehow Pardee prevailed in this case is completely a mischaracterization of this trial. Additionally, an accounting is warranted as to the first claim of relief by the Pltf. and it would be determined how that would be done by briefs within 60 days. Entitled to accounting because of the special relationship that existed between Pltf. and Pardee. Also, there was an intentional bad faith withholding of information particularly as to designation of property that the Deft. owed to the Pltfs'. Pltfs' prevailed as to accounting, Court found for Pltf. as to breach of contract, special damages are ordered per Sandy Valley, judgment of \$141,500.00 plus interest, found breach of bad faith of the Deft. for failure to provide information, found breach of implied covenant of good faith and fair dealing not complied with by Pardee with the same damages. Further, the



Court does not make any findings that the Deft. prevailed. In the opening statements of Ms. Lundvall does not reference one thing as to the \$1.8 million. In Pltfs' opening statements simply states this is a case about a need for information and damages that follow therefore. Mr. Jimmerson further argued Defts' are trying to find away to get attorney fees back, counsel did not see judgment or sign off on judgment and balance of judgment does not say judgment for Pltf. against Deft. Court inquired why standard order of Department IV was not complied with. Ms. Lundvall noted findings of fact and conclusions of law entered on June 25, 2014, and in that, the Court requested supplemental briefing. Supplemental briefing done, submitted, minute order was issued and order was submitted. Further, in minute order Court informed counsel to work with Pltfs' counsel on submitting order and from counsel's point of view, the Court standing order applies to orders. Colloquy. Additionally, Ms. Lundvall stated a letter was sent to the Court with copy of judgment and copied Pltfs' counsel on that letter. Counsel further stated the Court's order was reduced to judgment, sent along with a cover letter to the Court and Pltf's counsel. Even if the attorney's bring order with approval of form and content, the Court does not have to sign. If the Court had agreed with Pltfs' counsel as to the purchase of option property then there would of been money due and owing. Pltfs' set up two theories of liability. Colloquy. Ms. Lundvall argued Pltfs' asked for money damages and quantified the \$1.8 million. Further, Ms. Lundvall went through history of case for the record. Colloquy. Additionally, Ms. Lundvall stated the theory tried before the Court was Pltfs' had purchased option property and the theory Deft's defended against was we did not purchase any option property and the Court agreed with Defts'. Pltfs' identified case as a lost commissions, attempt to then quantify and was told case was worth \$1.8 million in lost commissions. The Pltfs' quantification of that purchase was the \$1.8 million. Colloquy. Further argument by Ms. Lundvall. Court stated she did not determine claim was \$1.8 million and was not shown at trial. Ms. Lundvall further argued judgment entered does not need to be amended. Ms. Lundvall requested that the theory of liability that the Pltf. did not prevail upon is memorialized in the judgment. Court stated she does not agree that this judgment of June 15, 2015, is erroneous, not in compliance with the Court's previous orders and ORDERED, judgment STRICKEN dated June 15, 2015, as well as the notice of entry of judgment. Ms. Lundvall stated she will craft a new judgment and submit to Pltfs' counsel for his review, If parties are not agreeing, counsel will submit competing judgments for the Court to decide. Further, the Court FINDS judgement is erroneous under N.R.C.P. 58(a), N.R.C.P. 52(b), does not reflect the Court's findings and ORDERED, motion GRANTED.

Ms. Lundvall stated currently there is a stay in place of any enforcement and request counsel have the opportunity to allow that stay to be in place for any new judgment until there is resolution of any outstanding motions to amend, any additional motion practice that may result by reason of a new judgment. Mr. Jimmerson argued the rules call for a 10 day stay once judgment is entered. After 10 days, Deft. must post bond. COURT ORDERED, stay is in place as previously ordered by Senior Judge Bonaventure's prior order. Ms. Lundvall stated any new judgment that the Court intends to enter, that Senior Judge Bonaventure order of a stay pending resolution of any post judgment motions continues to be in place. COURT SO ORDERED.

Mr. Jimmerson argued judgment has to mirror the Court's findings of fact and conclusions of law. Further, Mr. Jimmerson argued bond would of been appropriate and Defts' have not posted a bond.

FURTHER ORDERED, posting of bond is not required at this time.

As to prevailing party issue, Ms. Lundvall argued reason the Court is being asked to make determination is because there is a clause regarding attorney fees. Further, the Court has already quantified the amount of attorney fees for not providing the information. Defts' also prevailed on a portion of this case. Colloquy.

PARDEE HOMES OF NEVADA'S MOTION TO AMEND JUDGMENT:

Statements by counsel. COURT ORDERED, motion DENIED WITHOUT PREJUDICE.

PLTFS' OPPOSITION TO PARDEE HOMES OF NEVADA'S MOTION TO AMEND JUDGMENT AND COUNTERMOTION FOR ATTORNEY FEES:

COURT ORDERED, countermotion MOOT. Separate motion required.

PLTFS' MOTION FOR ORDER REQUIRING DEFT., WHEN SERVING BY ELECTRONIC MEANS, TO SERVE THREE SPECIFIC PERSONS:

Mr. Jimmerson stated he wants all e-mails sent to counsel, secretary and associate to be added to every correspondent on this case. Opposition by Ms. Lundvall. COURT ORDERED, motion DENIED. Any e-mails are to be sent to Pltfs' counsel and his secretary, not to counsel himself. Ms. Lundvall stated she will from this point on will do everything through Wiznet.

PARDEE'S MOTION FOR ATTORNEY'S FEES AND COSTS:

COURT ORDERED, motion DENIED as MOOT. Statement by Ms. Lundvall.

PARDEE'S MOTION TO RETAX PLTFS' MEMORANDUM OF COSTS FILED June 19, 2015:

COURT ORDERED, motion DENIED as MOOT.

PLTFS' MOTION FOR ATTORNEY'S FEES AND COSTS:

COURT ORDERED, motion DENIED as MOOT.

As to exchanging new judgment, Mr. Jimmerson requested 10 days. Statement by Ms. Lundvall. Court stated one party does proposed judgment, other party look at it, try to work together, if not, give the Court competing judgments or sections not agreeing on.

Ms. Lundvall stated she will prepare the judgment and submit to Pltfs' counsel.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**August 15, 2016**

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A-10-632338-C	James Wolfram, Plaintiff(s) vs. Pardee Homes of Nevada, Defendant(s)
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**August 15, 2016      9:00 AM      All Pending Motions**

**HEARD BY:** Earley, Kerry      **COURTROOM:** RJC Courtroom 16B

**COURT CLERK:** April Watkins

**RECORDER:**

**REPORTER:** Loree Murray

**PARTIES**

<b>PRESENT:</b>	Flaxman, Michael C, ESQ	Attorney
	Jimmerson, James Joseph, ESQ	Attorney
	Kay, Rory T.	Attorney
	Lundvall, Patricia K.	Attorney

**JOURNAL ENTRIES**

- PARDEE HOMES OF NEVADA'S MOTION TO AMEND JUDGMENT:

Mr. Kay argued in support of motion. Opposition by Mr. Jimmerson. After reviewing verbiage, this Court FINDS there is no legal factual basis pursuant to NRCP 52(b) and 59(e) to grant said motion. Of note, the Court was aware of Liu v. Christopher Homes, LLC, 103 Nev. Adv. Op. 17, 321 P.3d, 875 (2014). When the Court entered findings of fact, conclusions of law and order filed June 25, 2014, (see page 14, lines 23-25) wherein the Court cited the Liu case to support it's holding. Therefore, COURT ORDERED, motion DENIED. Pltf. to prepare the order and form and content to be approved by both sides.

PLTF'S OPPOSITION TO DEFT. PARDEE HOMES OF NEVADA'S MOTION TO AMEND AND  
PLTF'S COUNTERMOTION FOR ATTORNEY'S FEES AND COSTS PURSUANT TO NRS 18.010  
AND EDCR 7/60:

Mr. Jimmerson argued if the Court finds lack of good faith in motion filed, the Court can grant

attorney fees. Further, Mr. Jimmerson argued this is the fourth time this Court has addressed this and requested \$6,170.00 in attorney's fees due to having to respond to this motion. Mr. Kay requested this motion be denied on substantive and procedural grounds. Court DOES NOT FIND lack of good faith and ORDERED, motion DENIED. Deft. to prepare the order and form and content to be approved by both sides.

PARDEE'S MOTION TO RETAX PLTFS' MEMORANDUM OF COSTS FILED MAY 23, 2016:

Mr. Kay argued in support of motion. Opposition by Mr. Jimmerson. Court FINDS pursuant to the judgment entered May 16, 2016, Pltfs' are entitled to costs pursuant to NRS 18.020 and NRS 18.110. Further, after review of all pleadings, the Court FINDS the professional services in the amount of \$12,651.81 and the expert fees in the amount of \$613.90 ARE NOT recoverable under NRS 18.005. Thus, the costs recoverable by the Pltfs' is \$56,129.56. The Court further FINDS all the other costs are recoverable under NRS 18.005 and, further, were reasonable, necessary and actually incurred. Cadle Co. v. Woods & Erickson, LLP, 131 Nev. Adv. Op. 15 (2015). Based on the above, COURT ORDERED, motion GRANTED and Pltfs' awarded costs in the amount of \$56,129.56. Ms. Lundvall requested Pltfs' breakdown costs. FURTHER ORDERED, request DENIED. Pltf. to prepare the order and form and content to be approved by both sides.

PARDEE'S MOTION FOR ATTORNEY'S FEES AND COSTS:

Mr. Kay argued in support of motion. Opposition by Mr. Jimmerson. Court FINDS Pltfs' were to be provided information and also were to be provided an accounting to determine if there were due any more commissions and to make sure there was an accounting to monitor future commissions. Further, Court FINDS Pltfs' were prevailing party on must substantial claim, no legal basis pursuant to either the judgment entered on May 16, 2016, nor the commission agreement as this Court has held and FINDS Deft. was not the prevailing party on either of the above referenced bases. Pltf. to prepare the order and form and content to be approved by both sides.

PLTFS' MOTION FOR ATTORNEY'S FEES AND COSTS:

Mr. Jimmerson argued in support of motion. Opposition by Mr. Kay. This Court specifically FINDS that Pltfs' are the prevailing party pursuant to the Court's decisions of June 25, 2014, the Court's decision of May 13, 2015, and the Final Judgment entered on May 16, 2016. Therefore, the Court AWARDS Pltfs' attorney's fees and costs pursuant to the commission agreement executed September 1, 2004, that states "in the event either party brings an action to enforce it's rights under this agreement, the prevailing party shall be awarded reasonable attorney's fees and costs". The Court has analyzed the proposed attorney's fees presented by Pltfs' and pursuant to the guiding case of Brunzell v. Golden Gate Nat's Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969). The Court conducted an extensive review of all of the documentation supporting the proposed attorney's fees utilizing the following factors to determine the reasonableness of the attorney's fees: (1) the quality of the advocate; (2) the character of the work done; (3) the work actually performed; and (4) the result obtained. Based upon said review of the supporting affidavit and evidentiary documentation, taking

into account any duplicative fees and inapplicable fees, the Court FINDS \$428,462.75 are reasonable attorney's fees to be awarded Pltfs'. Therefore, COURT ORDERED, motion GRANTED.

Mr. Jimmerson argued in support of pre-judgment interest. Opposition by Ms. Lundvall. COURT ORDERED, supplemental briefing as to interest as follows: Pltfs' Supplemental Brief due by September 12, 2016, Defts' Supplemental Opposition due by October 17, 2016, Pltfs' Supplemental Reply due by October 31, 2016, and matter SET thereafter on Pltfs' Motion to Assess Interest.

Mr. Jimmerson requested parties meet and confer and go over figures. Ms. Lundvall advised counsel will meet with Pltfs' counsel to go over figures. Further, Ms. Lundvall stated she does not agree with statements as to posting the bond.

12/12/16 PLTFS' MOTION TO ASSESS INTEREST (CHAMBERS)

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract****COURT MINUTES****December 12, 2016**

A-10-632338-C      James Wolfram, Plaintiff(s)  
                                  vs.  
                                  Pardee Homes of Nevada, Defendant(s)

**December 12, 2016      3:00 AM      Motion      Plaintiff's Motion to Assess Interest**

**HEARD BY:** Earley, Kerry**COURTROOM:** Chambers**COURT CLERK:** April Watkins**RECORDER:****REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- This matter originally came before the court for Plaintiff's Motion for Attorney's Fees and Costs, filed June 8, 2016 by counsel Michael Flaxman, Esq. The matter was argued in open court on August 15, 2016 and GRANTED in favor of the Plaintiff. Pursuant to oral argument, the Court instructed the parties to submit supplemental briefing regarding prejudgment interest. The matter was then set on Department 4's Chambers Calendar for decision. Having reviewed the matter, along with all points, authorities, and exhibits submitted by counsel, including the supplemental briefs submitted by the parties, the court hereby enters its Decision. The Court FINDS the prejudgment interest on the \$6000.00 awarded to Plaintiff as consequential damages from Pardee's breach of the Commission Agreement pursuant to NRS 17.130 is \$1795.10. The Court further FINDS the prejudgment interest on the \$135,500.00 awarded to Plaintiff as special damages in the form of attorney's fees and costs accrued from June 25, 2014 through May 16, 2016. The computations for said accrued interest in light of the modification to the Nevada Prime Interest Rate in December 2015 are explicitly detailed in the Plaintiff's opening brief and are incorporated in this Minute Order. The post-judgment interest on the Court's award of \$428,262.75 in attorney's fees and \$56,129.56 in costs shall be calculated from the date of entry of judgment when said judgment is entered. Counsel for Plaintiff to prepare the Supplement to the Order and Judgment From August 15, 2016 Hearings Regarding Plaintiff's Motion for Attorney's Fees and Costs, filed January 9, 2017, to be approved as to form and content by counsel

for the Defendant.

CLERK'S NOTE: The above minute order has been distributed to: James Jimmerson, Esq., (ks@jimmersonlawfirm.com) and Patricia Lundvall, Esq., (plundvall@mcdonaldcarano.com). aw

**PLAINTIFF'S EXHIBITS****CASE NO.: A-10-632338-C**

Ex No.	Description	Date offered	Objection	Date Admitted
1	September 1, 2004 Commission Letter signed by Jon Lash, James Wolfram, and Walt Wilkes	10/23/13	<b>Stipulated 7/25/13</b>	10/23/13
2	Option Agreement For The Purchase of Real Property And Joint Escrow Instructions – May 2004 <b>(CONFIDENTIAL)</b>	10/23/13	<b>Stipulated 7/25/13</b>	10/23/13
3	Amendment to Option Agreement for the Purchase of Real Property and Joint Escrow Instructions dated July 28, 2004	10/23/13	<b>Stipulated 7/25/13</b>	10/23/13
4	Amendment No. 2 to Option Agreement for the Purchase of Real Property and Joint Escrow Instructions dated August 31, 2004	10/23/13	<b>Stipulated 7/25/13</b>	10/23/13
5	Amended and Restated Option Agreement for the Purchase of Real Property and Joint Escrow Instructions dated March 28, 2005 - confidential	10/23/13	<b>Stipulated 7/25/13</b>	10/23/13
6	Amendment No. 1 to Amended and Restated Option Agreement for the Purchase of Real Property and Joint Escrow Instructions dated July 28, 2006 <b>(CONFIDENTIAL)</b>	10/23/13	<b>Stipulated 9/23/13</b>	10/23/13
7	Amendment No. 2 to Amended and Restated Option Agreement for the Purchase of Real Property and Joint Escrow Instructions dated September 30, 2006 <b>(CONFIDENTIAL)</b>	10/23/13	<b>Stipulated 9/23/13</b>	10/23/13
8	Amendment No. 3 to Amended and Restated Option Agreement for the Purchase of Real Property and Joint Escrow Instructions dated November 22, 2006 <b>(CONFIDENTIAL)</b>	10/23/13	<b>Stipulated 9/23/13</b>	10/23/13
9	Amendment No. 4 to Amended and Restated Option Agreement for the Purchase of Real Property and Joint Escrow Instructions dated December 20, 2007 <b>(CONFIDENTIAL)</b>	10/23/13	<b>Stipulated 9/23/13</b>	10/23/13
10	Amendment No. 5 to Amended and Restated Option Agreement for the Purchase of Real Property and Joint Escrow Instructions dated May 12, 2008 <b>(CONFIDENTIAL)</b>	10/23/13	<b>Stipulated 9/23/13</b>	10/23/13
11	Amendment No. 6 to Amended and Restated Option Agreement for the Purchase of Real Property and Joint Escrow Instructions dated January 30, 2009 <b>(CONFIDENTIAL)</b>	10/23/13	<b>Stipulated 9/23/13</b>	10/23/13
12	Amendment No. 7 to Amended and Restated Option Agreement for the Purchase of Real Property and Joint Escrow Instructions dated April 24, 2009	10/23/13	<b>Stipulated 9/23/13</b>	10/23/13



Ex No.	Description	Date offered	Objection	Date Admitted
	<b>(CONFIDENTIAL)</b>			
13	Amendment No. 8 to Amended and Restated Option Agreement for the Purchase of Real Property and Joint Escrow Instructions dated June 18, 2009 <b>(CONFIDENTIAL)</b>	10/23/13	<b>Stipulated 9/23/13</b>	10/23/13
14	April 6, 2009 letter from Jim Stringer Jr. to Jim Wolfram	10/23/13	<b>Stipulated 7/25/13</b>	10/23/13
15	November 24, 2009 letter from Jon Lash to Jim Wolfram	10/28/13	<b>Stipulated</b>	10/28/13
16	August 23, 2007 letter from Mr. Lash to Walt Wilkes and Jim Wolfram	10/24/13	<b>Stipulated</b>	10/24/13
17	March 14, 2008 letter from Jon Lash to Jim Wolfram and Walt Wilkes	10/23/13	<b>Stipulated 7/25/13</b>	10/23/13
18	August 26, 2009 letter from Jim Jimmerson to Charles Curtis	10/28/13	<b>YES</b>	10/28/13
19	May 19, 2009 letter from Jim Jimmerson to Stringer	10/28/13	<b>YES</b>	10/28/13
20	May 17, 2010, letter from Jim Jimmerson to John Lash	10/28/13	<b>YES</b>	10/28/13
21	July 10, 2009 letter from Charles Curtis to Jim Jimmerson	10/23/13	<b>Stipulated 7/25/13</b>	10/23/13
22	February 1, 2008 letter from Jim Wolfram to Jon Lash	10/24/13	<b>Stipulated</b>	10/24/13
23	April 21, 2010 letter from Jim Wolfram to Jon Lash	10/28/13	<b>NO</b>	10/28/13
23A	Map	10/30/13	<b>YES</b>	10/30/13
24	April 23, 2009 letter from Jim Jimmerson to Jim Stringer	10/28/13	<b>YES</b>	10/28/13
25	Parcel Map recorded in the Clark County Recorder's Office in File 98, Page 57, Bates 10463-10468	10/23/13	<b>YES</b>	10/23/13
26	Parcel Map recorded in the Clark County Recorder's Office in File 138, Page 51, Bates 10427-10438	10/24/13	<b>NO</b>	10/24/13
27	Parcel Map recorded in the Clark County Recorder's Office in File 116, Page 35, Bates 10439-10440	10/30/13	<b>NO</b>	10/30/13
28	Parcel Map recorded in the Clark County Recorders' Office in File 117, Page 18, Bates 10441-10443	10/29/13	<b>NO</b>	10/29/13
29	Parcel Map recorded in the Clark County Recorder's Office in File 140, Page 57, Bates 10444-10456	10/29/13	<b>NO</b>	10/29/13
30	Parcel Map recorded in the Clark County Recorder's Office in File 113, Page 55, Bates 10457-10462	10/24/13	<b>NO</b>	10/24/13
31	Plaintiffs' Attorney's Fees and Costs (highlighted pink)			
31A	Plaintiffs' Attorney's Fees and Costs (highlighted yellow)	12/13/13	<b>YES</b>	12/13/13
32	Defendant Pardee Homes of Nevada's Responses to Plaintiffs' First Request for Production of Documents			

Ex No.	Description	Date offered	Objection	Date Admitted
33	Defendant Pardee Homes of Nevada's Responses to Plaintiffs' Second Request for Production of Documents			
34A	Staff Notes and Comments 8/19/08 (BATES CNTY00001)	12/12/13	<b>YES</b>	NOT ADMITTED
34B	Commission Agenda Map MP-0760-08 (BATES CNTY00002)	12/12/13	<b>YES</b>	NOT ADMITTED
34C	Desktop Photo 09161808A (BATES CNTY00003)	12/12/13	<b>YES</b>	NOT ADMITTED
34D	Clark County Fire Department Permit Survey Form MP-0760-08 – dated/24/2008 (BATES CNTY00004)	12/12/13	<b>YES</b>	NOT ADMITTED
34E	Letter to Cindie Gee Re: Application MP-0760-08 – dated 9/10/2008 (BATES CNTY00005)	12/12/13	<b>YES</b>	NOT ADMITTED
34F	Desktop Photo 09161808A (BATES CNTY00006)	12/12/13	<b>YES</b>	NOT ADMITTED
34G	Commission Agenda Map Clark Mp-0760-08 (BATES CNTY00007)	12/12/13	<b>YES</b>	NOT ADMITTED
34H	Entitlement Application for Major Projects dated 8/9/2008 (BATES CNTY00008)	12/12/13	<b>YES</b>	NOT ADMITTED
34I	Letter to Kaseko from Cindie Gee Re: MP-0760-08 – dated 7/24/2008 (BATES CNTY00009 – CNTY00012)	12/12/13	<b>YES</b>	NOT ADMITTED
34J	Department of Comprehensive Planning Land Use (BATES CNTY00013 – CNTY00014)	12/12/13	<b>YES</b>	NOT ADMITTED
34K	Mount Diablo Meridian, Nevada Township (BATES CNTY00017 – CNTY00020)	12/12/13	<b>YES</b>	NOT ADMITTED
34L	Letter from Department of Comprehensive Planning Re: Notice of Final Action – dated 09/25/08 (BATES CNTY00021 – CNTY00024)	12/12/13	<b>YES</b>	NOT ADMITTED
34M	Ownership/Application Disclosure Form – dated 7/28/2008 (BATES CNTY00025 – CNTY00029)	12/12/13	<b>YES</b>	NOT ADMITTED
34N	Email from Ed Zagalo Re: Specific Plan Update – dated 8/25/2008 (BATES CNTY00030 – CNTY00035)	12/12/13	<b>YES</b>	NOT ADMITTED
34O	9/17/08 BCC Agenda Sheet (BATES CNTY00036 – CNTY00042)	12/12/13	<b>YES</b>	NOT ADMITTED
34P	Department of Comprehensive Planning (BATES CNTY00043 – CNTY00052)	12/12/13	<b>YES</b>	NOT ADMITTED
34Q	Wednesday – Board of County Commissioners Agenda – 9/17/08 (BATES CNTY00053 – CNTY00068)	12/12/13	<b>YES</b>	NOT ADMITTED
34R	Notice Information dated 9/17/2008 (BATES CNTY00069 – CNTY00094)	12/12/13	<b>YES</b>	NOT ADMITTED

Ex No.	Description	Date offered	Objection	Date Admitted
34S	Assessor's Copy of Re-Record Grant Bargain Recorded 5/24/2007 (BATES CNTY00095 – CNTY00170)	12/12/13	<b>YES</b>	NOT ADMITTED
34T	Major Projects (BATES CNTY00171 – CNTY00300)	12/12/13	<b>YES</b>	NOT ADMITTED
34U	Coyote Springs Specific Plan dated 8/4/2008 (BATES CNTY00301 – CNTY00433)	12/12/13	<b>YES</b>	NOT ADMITTED
35A	Commission Agenda Map (BATES CNTY00542)	12/12/13	<b>YES</b>	NOT ADMITTED
35B	Clark County Department of Development Services Major Project Application Dated 1/5/2006 (BATES CNTY00543)	12/12/13	<b>YES</b>	NOT ADMITTED
35C	Staff Notes and Comments MP-0874-06 (BATES CNTY00544)	12/12/13	<b>YES</b>	NOT ADMITTED
35D	Ownership/Applicant Disclosure Form dated 1/5/2006 (BATES CNTY00545)	12/12/13	<b>YES</b>	NOT ADMITTED
35E	Commission Agenda Map (BATES CNTY00546)	12/12/13	<b>YES</b>	NOT ADMITTED
35F	Letter to Burgess dated 7/26/2006 (BATES CNTY00547)	12/12/13	<b>YES</b>	NOT ADMITTED
35G	Desktop of MP-0874-06 (BATES CNTY00548)	12/12/13	<b>YES</b>	NOT ADMITTED
35H	Board of County Commissioners dated 8/2/06 (BATES CNTY00549 – CNTY00550)	12/12/13	<b>YES</b>	NOT ADMITTED
35I	Letter from Cindie Gee to Linda Perri dated 6/12/06 (BATES CNTY00551 – CNTY00552)	12/12/13	<b>YES</b>	NOT ADMITTED
35J	Department of Comprehensive Planning Land Use (BATES CNTY00553)	12/12/13	<b>YES</b>	NOT ADMITTED
35K	Department of Comprehensive Planning Land Use (BATES CNTY00554)	12/12/13	<b>YES</b>	NOT ADMITTED
35L	Exhibit A Legal Description (BATES CNTY00557 – CNTY00559)	12/12/13	<b>YES</b>	NOT ADMITTED
35M	Department of Comprehensive Planning dated 8/10/2006 (BATES CNTY00560 – CNTY00562)	12/12/13	<b>YES</b>	NOT ADMITTED
35N	Notice is Hereby Given – Public Hearing dated 8/2/06 (BATES CNTY00563 – CNTY00565)	12/12/13	<b>YES</b>	NOT ADMITTED
35O	8/6/06 BCC Agenda Sheet (BATES CNTY00566 – CNTY00570)	12/12/13	<b>YES</b>	NOT ADMITTED
35P	Unanimous Consent of Managers of Coyote Springs dated 3/27/2006 (BATES CNTY00571 – CNTY00575)	12/12/13	<b>YES</b>	NOT ADMITTED
35Q	Department of Comprehensive Planning (BATES CNTY00576 – CNTY00585)	12/12/13	<b>YES</b>	NOT ADMITTED

Ex No.	Description	Date offered	Objection	Date Admitted
	(BATES CNTY00925 – CNTY00929)			ADMITTED
36P	Department of Comprehensive Planning Land Use (BATES CNTY00930 – CNTY00937)	12/12/13	<b>YES</b>	NOT ADMITTED
36Q	Letter from Coyote Springs to Ms. Marta Golding Brown dated 1/23/2002 (BATES CNTY00938 – CNTY00945)	12/12/13	<b>YES</b>	NOT ADMITTED
36R	Notification Information dated 7/7/2002 (BATES CNTY00946 – CNTY956)	12/12/13	<b>YES</b>	NOT ADMITTED
36S	Coyote Springs Preliminary Development Scheduling dated 6/13/2002 (BATES CNTY00957 - CNTY00968)	12/12/13	<b>YES</b>	NOT ADMITTED
36T	Coyote Springs Application for a Major Project – Specific Plan (BATES CNTY00969 – CNTY01193)	12/12/13	<b>YES</b>	NOT ADMITTED
37	The Coyote Springs Development Agreement (including the First Amendment to the Development Agreement between The County of Clark and Coyote Springs) (Recorded 6/16/2004) (BATES CNTY01194 – CNTY01262)	12/12/13	<b>YES</b>	NOT ADMITTED
38	Development Agreement between The County of Clark and Coyote Springs dated 12/18/2002 (BATES CNTY01263 – CNTY01334)	12/12/13	<b>YES</b>	NOT ADMITTED
39	Notice of Final Action Clark County Zoning Commission dated 2/16/2011 (BATES CNTY01335 – CNTY01347)	12/12/13	<b>YES</b>	12/12/13
40	Tentative Map Application filed 12/29/10 (BATES CNTY01348 – CNTY01349)	12/12/13	<b>YES</b>	12/12/13
41	Zoning Commission 2/16/2011 – SB Final (BATES CNTY01350 – CNTY01351)	12/12/13	<b>YES</b>	12/12/13
42	Coyote Springs Map – Filed with Comprehensive Planning Department on 10/31/2013 (BATES CNTY001352)	12/12/13	<b>YES</b>	RULING RESERVED – NOT ADMITTED AS OF 12/13/13
43	Pardee Homes Nevada – Coyote Springs Village 4 – Tentative Map (BATES CNTY01353)	12/12/13	<b>YES</b>	12/12/13
44	Section of Parcel Map (BATES PH000055)	12/9/13	<b>NO</b>	12/9/13
45	Description of Seller Exchange Parcel (BATES CSI_WOLFRAM0001190)	12/9/13	<b>NO</b>	12/9/13

Ex No.	Description	Date offered	Objection	Date Admitted
35R	Wednesday Board of County Commissioners Agenda 8/2/2006 (BATES CNTY00586 – CNTY00598)	12/12/13	<b>YES</b>	NOT ADMITTED
35S	Wednesday Board of County Commissioners Agenda 8/2/2006 (BATES CNTY00599 – CNTY00611)	12/12/13	<b>YES</b>	NOT ADMITTED
35T	Notification Information dated 8/2/2006 (BATES CNTY00612 – CNTY00625)	12/12/13	<b>YES</b>	NOT ADMITTED
35U	The United States of America Patent – Coyote Springs Recorded 2/18/2005 (BATES CNTY00626 – CNTY00678)	12/12/13	<b>YES</b>	NOT ADMITTED
35V	Coyote Springs Application for a Major Project – Specific Plan updated 05/2006 (BATES CNTY00679 – CNTY00898)	12/12/13	<b>YES</b>	NOT ADMITTED
36A	Clark County Board of Commission Recommendations (BATES CNTY00899)	12/12/13	<b>YES</b>	NOT ADMITTED
36B	Commission Agenda Map (BATES CNTY00900)	12/12/13	<b>YES</b>	NOT ADMITTED
36C	Staff Notes and Comments (BATES CNTY00901)	12/12/13	<b>YES</b>	NOT ADMITTED
36D	Coyote Springs Legal Description dated 6/13/2002 (BATES CNTY00902)	12/12/13	<b>YES</b>	NOT ADMITTED
36E	R2B Major Projects (BATES CNTY00903)	12/12/13	<b>YES</b>	NOT ADMITTED
36F	Title 30 Land Use Application dated 6/17/2002 (BATES CNTY00904)	12/12/13	<b>YES</b>	NOT ADMITTED
36G	Commission Agenda Map (BATES CNTY00905)	12/12/13	<b>YES</b>	NOT ADMITTED
36H	Department of Comprehensive Planning Land Use (BATES CNTY00906 – CNTY00907)	12/12/13	<b>YES</b>	NOT ADMITTED
36I	Department of Comprehensive Planning Land Use (BATES CNTY00908 – CNTY00909)	12/12/13	<b>YES</b>	NOT ADMITTED
36J	Board of County Commissioners dated 08/7/2002 (BATES CNTY00910 – CNTY00911)	12/12/13	<b>YES</b>	NOT ADMITTED
36K	Department of Comprehensive Planning dated 08/16/2002 (BATES CNTY00912 – CNTY00914)	12/12/13	<b>YES</b>	NOT ADMITTED
36L	Department of Comprehensive Planning Land Use (BATES CNTY00915 – CNTY00917)	12/12/13	<b>YES</b>	NOT ADMITTED
36M	Letter from Coyote Springs to Ms. Marta Golding Brown dated 6/13/2002 (BATES CNTY00918 – CNTY00920)	12/12/13	<b>YES</b>	NOT ADMITTED
36N	8/7/02 BCC Agenda Sheet (BATES CNTY00921 – CNTY00924)	12/12/13	<b>YES</b>	NOT ADMITTED
36O	8/7/02 BCC Agenda Sheet	12/12/13	<b>YES</b>	NOT

**DEFENDANT'S EXHIBITS****CASE NO.: A-10-632338-C**

Ex No.	Description	Date offered	Objection	Date Admitted
A	Orders to Pay Commission to Broker & US Bank Outgoing Wire Transfer Requests	10/23/13	Stipulated 07/25/13	10/23/13
B	Option Agreement for the Purchase of Real Property and Joint Escrow Instructions, dated May 2004 <b>(CONFIDENTIAL)</b>	10/23/13	Stipulated 07/25/13	10/23/13
C	Letter from Lash to Wilkes, dated July 1, 2004, re Option Agreement for the Option Agreement for the Purchase of Real Property and Joint Escrow Instructions	10/23/13	Stipulated 07/25/13	10/23/13
D	Letter from Lash to Wilkes and Wolfram, dated July 28, re Option Agreement for the Purchase of Real Property and Joint Escrow Instructions	10/23/13	Stipulated 07/25/13	10/23/13
E	Amendment to Option Agreement for the Purchase of Real Property and Joint Escrow Instructions, dated July 28, 2004	10/23/13	Stipulated 07/25/13	10/23/13
F	Letter from Lash to Wilkes and Wolfram, dated August 5, 2004, re Option Agreement for the Purchase of Real Property and Joint Escrow Instructions	10/23/13	Stipulated 07/25/13	10/23/13
G	Letter from Jones to Whittemore, dated August 6, 2004, re Coyote Springs / Pardee Homes of Nevada	10/23/13	Stipulated 07/25/13	10/23/13
H	Letter from Wilkes to Lash, dated August 2, 2004, re letter of July 28, 2004 and discussion re same	10/23/13	Stipulated 07/25/13	10/23/13
I	(Draft) Letter from Lash to Wilkes, dated August 16, 2004, re Commission Agreement re Option Agreement for the Purchase of Real Property and Joint Escrow Instructions	10/23/13	Stipulated 07/25/13	10/23/13
J	Amendment 2 to Option Agreement for the Purchase of Real Property and Joint Escrow Instructions, dated August 31, 2004 <b>(CONFIDENTIAL)</b>	10/23/13	Stipulated 07/25/13	10/23/13
K	(Draft) Letter from Lash to Wilkes and Wolfram, dated September 1, 2004, re Option Agreement for the Purchase of Real Property and Joint Escrow Instructions	10/23/13	Stipulated 07/25/13	10/23/13
L	Letter from Lash to Wilkes and Wolfram, dated September 1, 2004, re Option Agreement for the Purchase of Real Property and Joint Escrow Instructions	10/23/13	Stipulated 07/25/13	10/23/13
M	Facsimile from Jones to Wilkes, dated September 13, 2004, re Coyote Springs Investments LLC	10/23/13	Stipulated 07/25/13	10/23/13
N	Letter from Wilkes and Wolfram to Lash, dated October 5, 2004, re commission of payment	10/23/13	Stipulated 07/25/13	10/23/13
O	Amended and Restated Option Agreement for the Purchase of Real Property and Joint Escrow Instructions, dated March 28, 2005 <b>(CONFIDENTIAL)</b>	10/23/13	Stipulated 07/25/13	10/23/13

Ex No.	Description	Date offered	Objection	Date Admitted
P	Letter from Jones to Wilkes, dated April 12, 2005, re Coyote springs – Pardee Homes	10/23/13	Stipulated 07/25/13	10/23/13
Q	Letter from Jones to D and W Real Estate, dated April 18, 2005, re Coyote springs / Pardee Homes	10/23/13	Stipulated 07/25/13	10/23/13
R	Facsimile from D and W Real Estate LLC to Jones, dated May 25, 2005, re wiring the Coyote Springs commission	10/23/13	Stipulated 07/25/13	10/23/13
S	Email from Jones to Lawson, dated July 28, 2005, re commission orders	10/23/13	Stipulated 07/25/13	10/23/13
T	Stewart Title of Nevada Escrow Accounting File Ledger, dated October 3, 2006	10/23/13	Stipulated 07/25/13	10/23/13
U	Email from Lawson to Wilkes, dated November 2, 2006, re transferring escrow and commission	10/23/13	Stipulated 07/25/13	10/23/13
V	Email from Wilkes to Frances, dated November 15, 2006, re commission	10/23/13	Stipulated 07/25/13	10/23/13
W	Letter dated April 23, 2007 from Lash to Wilkes re: Letter agreement	10/23/13	Stipulated 07/25/13	10/23/13
X	Email dated November 1, 2007 from Frances to Lawson re: Commission order	10/23/13	Stipulated 07/25/13	10/23/13
Y	Memo dated January 6, 2008 from FB	10/23/13	Stipulated 07/25/13	10/23/13
Z	Letter dated February 1, 2008 from Wilkes to Lash re: Coyote Springs Development	10/23/13	Stipulated 07/25/13	10/23/13
AA	Letter dated March 14, 2008 from Lash to Wolfram re: Broker agreement	10/23/13	Stipulated 07/25/13	10/23/13
BB	Email dated May 12, 2008 from Wilkes to Wilkes re: Walt Wilkes new email address	10/23/13	Stipulated 07/25/13	10/23/13
CC	Email dated January 6, 2009 from Butler to Butler re: Call back	10/23/13	Stipulated 07/25/13	10/23/13
DD	Memo dated January 15, 2009 from Dunlap	10/23/13	Stipulated 07/25/13	10/23/13
EE	Email dated April 2, 2009 from Lawson to Butler re: Coyote Springs	10/23/13	Stipulated 07/25/13	10/23/13
FF	Email dated April 6, 2009 from Butler to Lawson re: Copy of ledger	10/23/13	Stipulated 07/25/13	10/23/13
GG	Letter dated April 6, 2009 from Stringer to Wolfram re: Amended and Restated Option Agreement	10/23/13	Stipulated 07/25/13	10/23/13
HH	Letter dated July 10, 2009 from Curtis to Jimmerson re: Coyote Springs Real Estate Commissions	10/23/13	Stipulated 07/25/13	10/23/13
II	Email dated January 7, 2010 from Lawson to Dunlap re: Jim Wolfram / Coyote Springs	10/23/13	Stipulated 07/25/13	10/23/13
JJ	Email dated January 14, 2010 from Lawson to Dunlap re: Jim Wolfram	10/23/13	Stipulated 07/25/13	10/23/13
KK	Fax dated January 19, 2010 from Dunlap to Wolfram re: Recorded deeds	10/23/13	Stipulated 07/25/13	10/23/13

Ex No.	Description	Date offered	Objection	Date Admitted
LL	Email dated January 26, 2010 from Blackburn to Dunlap re: Jim Wolfram	10/23/13	Stipulated 07/25/13	10/23/13
MM	Fax dated January 26, 2010 from Dunlap to Wolfram re: Coyote Springs/Pardee Homes of Nevada	10/23/13	Stipulated 07/25/13	10/23/13
NN	Chicago Title of Nevada, Inc. Final Disbursement Report, printed April 1, 2011	10/23/13	Stipulated 07/25/13	10/23/13
OO	Complaint, dated December 29, 2010	10/23/13	Stipulated 07/25/13	10/23/13
PP	Subpoena to Coyote Springs Investments, dated January 11, 2012	10/23/13	Stipulated 07/25/13	10/23/13
QQ	Non-Party Coyote Springs Investment LLC's Objection to Plaintiffs' Subpoena Duces Tecum dated January 25, 2012	10/23/13	Stipulated 07/25/13	10/23/13
RR	Non-Party Coyote Springs Investment LLC's Supplemental and Amended Objection and Response to Plaintiffs' Subpoena Duces Tecum dated August 24, 2012	10/23/13	Stipulated 07/25/13	10/23/13
SS	Subpoena to the Custodian of Records of Stewart Title Company	10/23/13	Stipulated 07/25/13	10/23/13
TT	Subpoena to the Custodian of Records of Chicago Title	10/23/13	Stipulated 07/25/13	10/23/13
UU	Exhibit 25 to Plaintiffs' Opposition to Pardee's Motion for Summary Judgment	10/23/13	Stipulated 07/25/13	10/23/13
VV	Google Earth Image	10/24/13	No	10/24/13
WW	Letter from Charles E. Curtis to James J. Jimmerson, Esq. – Dated June 14, 2010 (BATES PLTF0210)	12/10/13	No	12/10/13
XX	Tentative Map Application filed 12/29/10 – Non-Duplicative documents from the same application contained in Plaintiff's Exhibit #40	12/12/13	No	12/12/13



# Certification of Copy

State of Nevada }  
County of Clark } SS:

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

PARDEE HOMES OF NEVADA'S NOTICE OF APPEAL REGARDING JUDGMENT AND POST-JUDGMENT ORDERS; PARDEE HOMES OF NEVADA'S CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER; NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER; JUDGMENT; NOTICE OF ENTRY OF JUDGMENT; ORDER AND JUDGMENT FROM AUGUST 15, 2016 HEARINGS REGARDING PLAINTIFF'S MOTION FOR ATTORNEY'S FEES AND COSTS; NOTICE OF ENTRY OF ORDER AND JUDGMENT FROM AUGUST 15, 2016 HEARINGS REGARDING PLAINTIFF'S MOTION FOR ATTORNEY'S FEES AND COSTS; ORDER AND JUDGMENT FROM AUGUST 15, 2016 HEARINGS REGARDING PLAINTIFF'S MOTION FOR ATTORNEY'S FEES AND COSTS; NOTICE OF ENTRY OF ORDER AND JUDGMENT FROM AUGUST 15, 2016 HEARINGS REGARDING PLAINTIFF'S MOTION FOR ATTORNEY'S FEES AND COSTS; ORDER AND JUDGMENT FROM AUGUST 15, 2016 HEARINGS REGARDING DEFENDANT'S MOTION TO AMEND JUDGMENT; NOTICE OF ENTRY OF ORDER AND JUDGMENT FROM AUGUST 15, 2016 HEARINGS REGARDING DEFENDANT'S MOTION TO AMEND JUDGMENT; ORDER ON DEFENDANT'S MOTION TO RETAX PLAINTIFFS' MEMORANDUM OF COSTS FILED MAY 23, 2016; NOTICE OF ENTRY OF ORDER; DISTRICT COURT MINUTES; EXHIBITS LIST

JAMES WOLFRAM; WALT WILKES;  
ANGELA L. LIMBOCKER-WILKES AS  
TRUSTEE OF THE WALTER D. WILKES  
AND ANGELA L. LIMBOCKER-WILKES  
LIVING TRUST,

Plaintiff(s),

vs.

PARDEE HOMES OF NEVADA,

Defendant(s),

Case No: A-10-632338-C

Dept No: IV

now on file and of record in this office.

**IN WITNESS THEREOF**, I have hereunto  
Set my hand and Affixed the seal of the  
Court at my office, Las Vegas, Nevada  
This 10 day of February 2017.

Steven D. Grierson, Clerk of the Court

A handwritten signature in black ink, appearing to read 'Amanda Hampton', is written over a faint, circular court seal. The seal contains the text 'CLERK OF THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF NEVADA'.

---

Amanda Hampton, Deputy Clerk  
A-10-632338-C

DATE	INVOICE NUMBER	MEMO	BALANCE
02/09/2017	RTK/02092017	250.00	
		RTK / 14155.3 - Appeal re A-10-632338 / Pardee Homes, et al adv. James Wolfram, et al	
CHECK DATE	CHECK NUMBER		
02/09/2017	000026129	TOTAL	250.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER



McDONALD-CARANO-WILSON

2300 W. SAHARA AVENUE, #1000  
LAS VEGAS, NEVADA 89102  
(702) 873-4100



NEVADA STATE BANK  
1 West Liberty Street  
Reno, Nevada 89501

94-77/1224

26129

**PAY:** Two Hundred Fifty and 00/100 Dollars

NUMBER	DATE	AMOUNT
000026129	02/09/2017	*****250.00

TO THE  
ORDER  
OF

**Nevada Supreme Court**

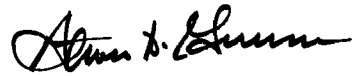
2 SIGNATURES REQUIRED IF OVER \$2500.00



SECURITY FEATURES INCLUDED. DETAILS ON BACK.



⑈026129⑈ ⑆122400779⑆0542004562⑈



CLERK OF THE COURT

Electronically Filed  
Feb 16 2017 08:16 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

**NOAS**  
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*Attorneys for Defendant*  
*Pardee Homes of Nevada*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

JAMES WOLFRAM,  
WALT WILKES

Plaintiffs,

vs.

PARDEE HOMES OF NEVADA,  
Defendant.

CASE NO.: A-10-632338-C  
DEPT NO.: IV

**PARDEE HOMES OF NEVADA'S  
NOTICE OF APPEAL REGARDING  
JUDGMENT AND POST-JUDGMENT  
ORDERS**

AND RELATED CLAIMS

Notice is hereby given that defendant Pardee Homes of Nevada appeals to the  
Supreme Court of Nevada from the following Orders and Judgment:

- Findings of Fact and Conclusions of Law, notice of which was entered on  
June 27, 2014
- Judgment, entered on May 16, 2016;

- Order and Judgment from August 15, 2016 Hearings Regarding Defendant's Motion to Amend Judgment, notice of which was entered on January 10, 2017;<sup>1</sup>
- Order and Judgment from August 15, 2016 Hearings Regarding Defendant's Motion for Attorney's Fees and Costs, notice of which was entered on January 10, 2017;
- Order and Judgment from August 15, 2016 Hearings Regarding Plaintiff's Motion for Attorney's Fees and Costs, notice of which was entered January 10, 2017; and
- Order on Defendant's Motion to Retax Plaintiffs' Memorandum of Costs Filed May 23, 2016, notice of which was entered on January 13, 2017.

True and correct copies of the above-referenced Judgment and Orders are attached hereto.

DATED this 8th day of February, 2017.

MCDONALD CARANO WILSON LLP

/s/ Rory T. Kay  
Pat Lundvall (NSBN 3761)  
Rory T. Kay (NSBN 12416)  
2300 West Sahara Avenue, Suite 1200  
Las Vegas, Nevada 89102  
(702) 873-4100  
(702) 873-9966 Facsimile

*Attorneys for Defendant Pardee Homes of Nevada*

---

<sup>1</sup> This Motion to Amend Judgment pursuant to NRCP 52 and 59 was directed at the Judgment entered May 16, 2016 and the Findings of Fact and Conclusions of Law.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of McDonald Carano Wilson LLP and that on the 8<sup>th</sup> day of February, 2017, I e-served and e-filed a true and correct copy of the foregoing **PARDEE HOMES OF NEVADA'S NOTICE OF APPEAL REGARDING JUDGMENT AND POST-JUDGMENT ORDERS** via Wiznet, as utilized in the Eighth Judicial District in Clark County, Nevada, on the following:

James J. Jimmerson  
Michael Flaxman  
JIMMERSON LAW FIRM, P.C.  
415 S. Sixth Street, Suite 100  
Las Vegas, Nevada 89101

And by U.S. Mail:

John W. Muije  
John W. Muije & Associates  
1840 E. Sahara Avenue #106  
Las Vegas, Nevada 89104

*Attorney for Plaintiffs*

/s/ CaraMia Gerard  
An Employee of McDonald Carano Wilson LLP

  
CLERK OF THE COURT

1 **ASTA**  
2 PAT LUNDVALL (NSBN 3761)  
3 RORY T. KAY (NSBN 12416)  
4 McDONALD CARANO WILSON LLP  
5 2300 West Sahara Avenue, Suite 1200  
6 Las Vegas, Nevada 89102  
7 (702) 873-4100  
8 (702) 873-9966 Facsimile  
9 [lundvall@mcdonaldcarano.com](mailto:lundvall@mcdonaldcarano.com)  
10 [rkay@mcdonaldcarano.com](mailto:rkay@mcdonaldcarano.com)  
11 *Attorneys for Defendant*  
12 *Pardee Homes of Nevada*

DISTRICT COURT  
CLARK COUNTY, NEVADA

10 JAMES WOLFRAM,  
11 WALT WILKES

Plaintiffs,

12 vs.

13 PARDEE HOMES OF NEVADA,

14 Defendant.

15  
16 AND RELATED CLAIMS  
17

CASE NO.: A-10-632338-C  
DEPT NO.: IV

PARDEE HOMES OF NEVADA'S CASE  
APPEAL STATEMENT

18  
19 Pardee Homes of Nevada, defendant in Case No. A-10-632338-C, submits the  
20 following case appeal statement pursuant to Nevada Rule of Appellate Procedure 3(f):

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

22 Pardee Homes of Nevada, a Nevada company.

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

24 The Honorable Kerry Earley, Department 4, Eighth Judicial District Court, Clark  
25 County, Nevada.

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

28 Pardee Homes of Nevada, a Nevada company.

Pardee is represented by:

Pat Lundvall (NSBN 3761)  
Rory T. Kay (NSBN 12416)  
McDONALD CARANO WILSON LLP  
2300 West Sahara Avenue, Suite 1200  
Las Vegas, Nevada 89102  
Telephone: (702) 873-4100  
Facsimile: (702) 873-9966  
lundvall@mcdonaldcarano.com  
rkay@mcdonaldcarano.com

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

James Wolfram, an individual.

Angela L. Limbocker-Wilkes as trustee of the Walter D. Wilkes and Angela L. Limbocker-Wilkes Living Trust (the "Trust"), a Nevada trust.

Wolfram and the Trust are represented by:

James J. Jimmerson (NSBN 264)  
Michael C. Flaxman (NSBN 12963)  
THE JIMMERSON LAW FIRM, P.C.  
415 South Sixth Street, Suite 100  
Las Vegas, NV 89101  
Telephone: (702) 388-7171  
Facsimile: (702) 380-6406  
jjj@jimmersonlawfirm.com  
mflaxman@jimmersonlawfirm.com

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

All attorneys identified above are licensed to practice law in Nevada.

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

Appellant was represented by retained counsel in the district court.

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

Appellant is represented by retained counsel on appeal.



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

3 Not applicable.

4 **9. Indicate the date the proceedings commenced in the district court:**

5 Plaintiff filed its complaint in Case No. A-10-632338-C on December 29, 2010.

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

9 Defendant Pardee contracted with non-party Coyote Springs Investment, LLC  
10 ("CSI") to purchase certain real property at the Coyote Springs development project, a  
11 master-planned community in Lincoln County and Clark County, Nevada. James  
12 Wolfram and Walt Wilkes were real estate brokers who purportedly introduced Pardee's  
13 principals to CSI's principals. Wolfram and Wilkes executed a Commission Agreement  
14 with Pardee, under which Pardee was to pay Wolfram and Wilkes commissions for  
15 certain real property Pardee purchased related to the Coyote Springs project.

16 After Pardee made certain purchases and paid commissions for those  
17 purchases, Wolfram and Wilkes filed this suit alleging that Pardee breached the  
18 Commission Agreement by failing to pay them millions of dollars in commissions due  
19 and owing, and also by failing to provide them information from which they could verify  
20 these commissions. Wolfram and Wilkes also asked the district court for an accounting  
21 regarding these commissions.

22 The case proceeded to trial in October and December 2013, and on June 27,  
23 2014, the district court entered Findings of Fact and Conclusions of Law ("Findings and  
24 Conclusion") in the lawsuit. In the Findings and Conclusions, the district court ruled in  
25 Pardee's favor regarding Wolfram and Wilkes' claim that Pardee breached the  
26 Commission Agreement and the implied duty of faith therein by failing to pay them  
27 additional commissions. Accordingly, the district court found that Pardee did not owe  
28 Wolfram and Wilkes any additional commissions. The court did, however, rule in  
Wolfram and Wilkes' favor on the breach of contract, breach of the implied duty of good



1 faith and fair dealing, and accounting claims regarding their argument that Pardee failed  
2 to provide them information from which they could verify their commissions. For these  
3 breaches, the district court awarded Wolfram and Wilkes \$6,000 in compensatory  
4 damages for time and effort searching for information, and \$135,500.00 in special  
5 damages for certain of their attorney's fees and costs in bringing the action.

6 On May 17, 2016, the district court entered a written judgment (the "Judgment"),  
7 prepared by Wolfram and Wilkes' counsel, that expressly incorporated the Findings and  
8 Conclusions therein. This Judgment affirmed the award of \$6,000 in compensatory  
9 damages and \$135,500 in special damages for certain of Wolfram and Wilkes'  
10 attorney's fees and costs regarding their causes of action for breach of contract and  
11 breach of the implied duty of good faith and fair dealing therein.

12 Both parties filed various post-Judgment motions. During proceedings on these  
13 post-Judgment motions, the district court denied Pardee's motion to amend the  
14 Judgment regarding the attorney's fees as special damages, and further awarded  
15 Wolfram and Wilkes \$428,462.75 in attorney's fees, \$56,129.56 in costs, and both pre-  
16 and post-Judgment interest on these awards. The district court separately denied  
17 Pardee's request for attorney's fees and costs.

18 Pardee now appeals the Findings and Conclusions, the underlying Judgment,  
19 and the district court's award of Wolfram and Wilkes' attorney's fees and costs, and  
20 pre- and post-Judgment interest. Pardee also appeals the district court's denial of  
21 Pardee's attorney's fees and costs.

22 **11. Indicate whether the case has previously been the subject of an appeal to**  
23 **or original writ proceedings in the Supreme Court and, if so, the caption**  
24 **and Supreme Court docket number of the prior proceeding:**

25 Not applicable.

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

27 Not applicable.

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

1 It is unknown whether settlement is a possibility in this case.

2 DATED this 8th day of February, 2017.

3 McDONALD CARANO WILSON LLP

4 /s/ Rory T. Kay

5 PAT LUNDVALL (NBSN #3761)

6 RORY T. KAY (NSB #12416)

7 2300 West Sahara Avenue, Suite 1200

8 Las Vegas, Nevada 89102

9 *Attorneys for Pardee Homes of Nevada*

 MCDONALD·CARANO·WILSON<sup>LLP</sup>  
100 WEST LIBERTY STREET, 10<sup>TH</sup> FLOOR • RENO, NEVADA 89501  
P.O. BOX 2670 • RENO, NEVADA 89505-2670  
PHONE 775-788-2000 • FAX 775-788-2020

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of McDonald Carano Wilson LLP and that on the 8th day of February, 2017, I e-served and e-filed a true and correct copy of the foregoing **PARDEE HOMES OF NEVADA'S CASE APPEAL STATEMENT** via Wiznet, as utilized in the Eighth Judicial District in Clark County, Nevada, on the following:

James J. Jimmerson  
Michael Flaxman  
JIMMERSON LAW FIRM, P.C.  
415 S. Sixth Street, Suite 100  
Las Vegas, Nevada 89101

And by U.S. Mail:

John W. Muije  
John W. Muije & Associates  
1840 E. Sahara Avenue #106  
Las Vegas, Nevada 89104

*Attorney for Plaintiffs*

/s/ CaraMia Gerard  
An Employee of McDonald Carano Wilson LLP

DEPARTMENT 4  
**CASE SUMMARY**  
**CASE NO. A-10-632338-C**

James Wolfram, Plaintiff(s)  
vs.  
Pardee Homes of Nevada, Defendant(s)

Location: Department 4  
Judicial Officer: Earley, Kerry  
Filed on: 12/29/2010  
Case Number History:  
Cross-Reference Case Number: A632338

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CASE INFORMATION

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Statistical Closures  
08/22/2014 Judgment Reached (bench trial)

Case Type: Breach of Contract  
Subtype: Other Contracts/Acc/Judgment  
Case Flags: Appealed to Supreme Court  
Arbitration Exemption Granted

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DATE

CASE ASSIGNMENT

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**Current Case Assignment**

Case Number	A-10-632338-C
Court	Department 4
Date Assigned	08/06/2012
Judicial Officer	Earley, Kerry

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PARTY INFORMATION

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Plaintiff	Limbocker-Wilkes, Angela L.	<i>Lead Attorneys</i> <b>Jimmerson, James Joseph, ESQ</b> <i>Retained</i> 702-388-7171(W)
	Walter D Wilkes and Angela L Limbocker-Wilkes Living Trust Removed: 07/25/2014 Data Entry Error	<b>Jimmerson, James Joseph, ESQ</b> <i>Retained</i> 702-388-7171(W)
	Wilkes, Walt	<b>Jimmerson, James Joseph, ESQ</b> <i>Retained</i> 702-388-7171(W)
	Wolfram, James	<b>Jimmerson, James Joseph, ESQ</b> <i>Retained</i> 702-388-7171(W)
Defendant	Pardee Homes of Nevada	<b>Lundvall, Patricia K.</b> <i>Retained</i> 702-873-4100(W)
Counter Claimant	Pardee Homes of Nevada	<b>Lundvall, Patricia K.</b> <i>Retained</i> 702-873-4100(W)
Counter Defendant	Wilkes, Walt	<b>Jimmerson, James Joseph, ESQ</b> <i>Retained</i> 702-388-7171(W)
	Wolfram, James	<b>Jimmerson, James Joseph, ESQ</b> <i>Retained</i> 702-388-7171(W)

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DEPARTMENT 4  
**CASE SUMMARY**  
**CASE NO. A-10-632338-C**  
EVENTS & ORDERS OF THE COURT

DATE














INDEX

12/29/2010	 Complaint Filed By: Counter Defendant Wolfram, James <i>Complaint</i>
01/02/2011	 Notice of Department Reassignment
01/14/2011	 Amended Complaint Filed By: Counter Defendant Wolfram, James; Counter Defendant Wilkes, Walt <i>Amended Complaint</i>
01/31/2011	Case Reassigned to Department 4 <i>Case reassigned from Judge Jerome Tao</i>
02/11/2011	 Amended Summons Filed By: Counter Defendant Wolfram, James <i>Amended Summons</i>
03/02/2011	 Answer to Amended Complaint Filed By: Counter Claimant Pardee Homes of Nevada <i>Answer to Amended Complaint</i>
03/02/2011	 Initial Appearance Fee Disclosure Filed By: Counter Claimant Pardee Homes of Nevada <i>Initial Appearance Fee Disclosure</i>
03/03/2011	 Notice of Intent to Take Default <i>Notice of Intent to Take Default</i>
06/01/2011	 Commissioners Decision on Request for Exemption - Granted Party: Counter Claimant Pardee Homes of Nevada <i>Commissioner s Decision on Request for Exemption</i>
06/09/2011	 Arbitration File <i>Arbitration File</i>
08/15/2011	 Early Case Conference Filed By: Counter Defendant Wolfram, James <i>Notice of 16.1 Early Case Conference</i>
09/26/2011	 Joint Case Conference Report Filed By: Counter Defendant Wolfram, James <i>Joint Case Conference Report</i>
10/03/2011	 Notice to Appear for Discovery Conference Filed By: Counter Defendant Wolfram, James <i>Notice to Appear for Discovery Conference</i>
10/25/2011	 <b>Discovery Conference</b> (9:00 AM) (Judicial Officer: Bulla, Bonnie)
11/02/2011	 Motion Filed By: Counter Defendant Wolfram, James <i>Motion for Preferential Trial Setting</i>

DEPARTMENT 4  
**CASE SUMMARY**  
**CASE NO. A-10-632338-C**





11/02/2011	 Certificate of Service Filed by: Counter Defendant Wolfram, James <i>Certificate of Service</i>
11/08/2011	 Scheduling Order <i>Scheduling Order</i>
11/23/2011	 Notice of Non Opposition Filed By: Counter Claimant Pardee Homes of Nevada <i>Notice of Non Opposition to Motion for Preferential Trial Setting</i>
11/29/2011	 Order Setting Civil Non-Jury Trial <i>Order Setting Civil Non-Jury Trial And Calendar Call</i>
12/05/2011	 <b>Motion for Preferential Trial Setting</b> (3:00 AM) (Judicial Officer: Hardcastle, Kathy) Events: 11/02/2011 Motion <i>Plaintiff's Motion for Preferential Trial Setting</i>
12/15/2011	 Stipulation and Order Filed by: Counter Claimant Pardee Homes of Nevada <i>Stipulated Confidentiality Agreement and Protective Order</i>
12/16/2011	 Notice of Entry of Stipulation and Order Filed By: Counter Claimant Pardee Homes of Nevada <i>Notice of Entry of Stipulated Confidentiality Agreement and Protective Order</i>
12/19/2011	 Certificate of Service Filed by: Counter Claimant Pardee Homes of Nevada <i>Certificate of Service</i>
08/15/2012	 Motion to Extend Discovery Filed By: Counter Defendant Wolfram, James <i>Plaintiffs James Wolfram and Walt Wilkes' Motion to Extend Discovery Deadlines on Order Shortening Time (First Request)</i>
08/16/2012	 Receipt of Copy Filed by: Counter Defendant Wolfram, James <i>Receipt of Copy</i>
08/27/2012	 <b>Motion to Extend Discovery</b> (1:30 PM) (Judicial Officer: Beecroft, Chris A., Jr.) Events: 08/15/2012 Motion to Extend Discovery <i>Plaintiffs James Wolfram and Walt Wilkes' Motion to Extend Discovery Deadlines on Order Shortening Time (First Request)</i>
08/29/2012	 Stipulation and Order to Extend Discovery Deadlines Filed By: Counter Claimant Pardee Homes of Nevada <i>Stipulation and Order to Extend Discovery Deadlines (First Request)</i>
08/30/2012	 Notice of Entry of Stipulation and Order Filed By: Counter Claimant Pardee Homes of Nevada <i>Notice of Entry of Stipulation and Order to Extend Discovery Deadlines (First Request)</i>
09/04/2012	

DEPARTMENT 4  
**CASE SUMMARY**  
**CASE NO. A-10-632338-C**

	 Notice of Hearing Filed By: Counter Defendant Wolfram, James <i>Notice of Hearing of Motion for Preferential Trial Setting</i>
09/04/2012	 Motion for Preferential Trial Setting Filed By: Counter Defendant Wolfram, James <i>Motion for Preferential Trial Setting</i>
09/21/2012	 Amended Order Setting Civil Non-Jury Trial <i>Amended Order Setting Civil Non-Jury Trial</i>
10/16/2012	 Certificate of Service Filed by: Counter Defendant Wolfram, James <i>Certificate of Service</i>
10/16/2012	 <b>Decision</b> (9:00 AM) (Judicial Officer: Earley, Kerry)
10/18/2012	<b>CANCELED Motion for Preferential Trial Setting</b> (9:00 AM) (Judicial Officer: Earley, Kerry) <i>Vacated - per Clerk</i> <i>Plaintiff's Motion for Preferential Trial Setting</i>
10/19/2012	 Notice Filed By: Counter Claimant Pardee Homes of Nevada <i>Notice Regarding Plaintiffs' Second Motion for Preferential Trial Setting</i>
10/24/2012	 Motion to Seal/Redact Records Filed By: Counter Claimant Pardee Homes of Nevada <i>Defendant's Motion to File Exhibits to Defendant's Motion For Summary Judgment Under Seal</i>
10/24/2012	 Motion for Summary Judgment Filed By: Counter Claimant Pardee Homes of Nevada <i>Defendant's Motion for Summary Judgment</i>
10/24/2012	 Declaration Filed By: Counter Claimant Pardee Homes of Nevada <i>Declaration of Aaron D. Shipley in Support of Defendant's Motion for Summary Judgment</i>
10/24/2012	 Appendix Filed By: Counter Claimant Pardee Homes of Nevada <i>Appendix of Exhibits in Support of Defendant's Motion for Summary Judgment</i>
10/25/2012	 Notice of Hearing Filed By: Counter Claimant Pardee Homes of Nevada <i>Notice of Hearing on Defendant's Motion for Summary Judgment</i>
10/25/2012	 Notice of Hearing Filed By: Counter Claimant Pardee Homes of Nevada <i>Notice of Hearing on Defendant's Motion to File Exhibits to Defendant's Motion for Summary Judgment Under Seal</i>
10/25/2012	 Appendix Filed By: Counter Claimant Pardee Homes of Nevada <i>Appendix of exhibits in support of Defendants Motion for Summary Judgment</i>













DEPARTMENT 4  
**CASE SUMMARY**  
**CASE NO. A-10-632338-C**

10/25/2012	 Order Granting Motion Filed By: Counter Defendant Wolfram, James <i>Order Granting Plaintiffs' Motion for Preferential Trial Setting</i>
10/29/2012	 Subpoena Filed by: Counter Defendant Wolfram, James <i>Subpoena</i>
10/30/2012	 Notice Filed By: Counter Claimant Pardee Homes of Nevada <i>Notice of Status Check</i>
11/05/2012	 Application Filed By: Counter Claimant Pardee Homes of Nevada <i>Ex Parte Application to Shorten Time For Hearing on Defendant's Motion for Summary Judgment</i>
11/05/2012	 Amended Notice Filed By: Counter Claimant Pardee Homes of Nevada <i>Amended Notice of Hearing on Defendant's Motion for Summary Judgment</i>
11/07/2012	 Notice of Non Opposition Filed By: Counter Defendant Wolfram, James <i>Notice of Non-Opposition to Defendant's Motion to File Exhibits to Defendant's Motion for Summary Judgment Under Seal</i>
11/07/2012	 Opposition to Motion For Summary Judgment Filed By: Counter Defendant Wolfram, James <i>Opposition to Defendant's Motion for Summary Judgment and Plaintiffs' Counter Motion for Partial Summary Judgment</i>
11/07/2012	<b>CANCELED Calendar Call (10:00 AM)</b> (Judicial Officer: Earley, Kerry) <i>Vacated - per Commissioner</i>
11/08/2012	 Notice of Non Opposition Filed By: Counter Claimant Pardee Homes of Nevada <i>Notice of Nonopposition to Defendant's Motion to File Exhibits to Defendant's Motion for Summary Judgment Under Seal</i>
11/08/2012	 Initial Appearance Fee Disclosure Filed By: Counter Defendant Wolfram, James <i>Plaintiff's Initial Appearance Fee Disclosrue - for purpose of Opposition to Defendant's Motion for Summary Judgment and Plaintiff's Counter Motion for Partial Summary Judgment</i>
11/09/2012	 Certificate of Service Filed by: Counter Defendant Wolfram, James <i>Certificate of Service</i>
11/09/2012	 Motion Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Motion to File Exhibits Under Seal</i>
11/09/2012	 Affidavit Filed By: Counter Defendant Wolfram, James





DEPARTMENT 4  
**CASE SUMMARY**  
**CASE NO. A-10-632338-C**

*Affidavit of James M. Jimmerson, Esq.*

11/09/2012	 Filed Under Seal Filed By: Counter Defendant Wolfram, James; Counter Defendant Wilkes, Walt <i>Appendix of Exhibits to Plaintiffs' Memorandum of Points and Authorities in Opposition to Defendant's Motion for Summary Judgment and in Support of Plaintiffs' Counter Motion for Summary Judgment</i>
11/13/2012	 Appendix Filed By: Counter Defendant Wolfram, James <i>Appendix of Exhibits to Plaintiffs' Memorandum of Points and Authorities in Opposition to Defendant's Motion for Summary Judgment and in Support of Plaintiffs' Countermotion for Summary Judgment</i>
11/13/2012	 Exhibits Filed By: Counter Defendant Wolfram, James <i>Exhibits to Appendix of Exhibits to Plaintiffs' Memorandum of Points and Authorities in Opposition to Defendant's Motion for Summary Judgment and in Support of Plaintiffs' Counter Motion for Summary Judgment</i>
11/13/2012	<b>CANCELED Bench Trial</b> (1:30 PM) (Judicial Officer: Earley, Kerry) <i>Vacated - per Commissioner</i>
11/14/2012	 Notice of Entry of Order Filed By: Counter Defendant Wolfram, James <i>Notice of Entry of Order</i>
11/29/2012	 Opposition to Motion Filed By: Counter Claimant Pardee Homes of Nevada <i>Defendant's Opposition to Plaintiff's Counter Motion For Partial Summary Judgment Re: Real Parties In Interest</i>
12/06/2012	 <b>Status Check</b> (8:30 AM) (Judicial Officer: Earley, Kerry)
01/07/2013	 Reply in Support Filed By: Counter Claimant Pardee Homes of Nevada <i>Reply Brief In Support of Defendant's Motion for Summary Judgment</i>
01/11/2013	<b>CANCELED Motion</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Vacated - Moot</i> <i>Defendant's Motion to File Exhibits to Defendant's Motion For Summary Judgment Under Seal</i>
01/17/2013	 Reply in Support Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Reply in Further Support of Their Counter Motion for Partial Summary Judgment</i>
01/24/2013	<b>CANCELED Pretrial/Calendar Call</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Vacated - per Judge</i>
01/25/2013	 Order Granting Motion Filed By: Counter Claimant Pardee Homes of Nevada <i>Order Granting Parties' Motions to File Exhibits Under Seal</i>
01/28/2013	 Notice of Entry of Order Filed By: Counter Claimant Pardee Homes of Nevada

DEPARTMENT 4  
**CASE SUMMARY**  
**CASE NO. A-10-632338-C**

*Notice of Entry of Order Granting Parties' Motions to File Exhibits Under Seal*





01/29/2013	<b>CANCELED Motion</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Vacated - per Judge</i> <i>Plaintiffs' Motion to File Exhibits Under Seal</i>
02/04/2013	<b>CANCELED Jury Trial</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Vacated - per Judge</i>
02/25/2013	 <b>Motion to Continue Trial</b> Filed By: Counter Claimant Pardee Homes of Nevada <i>Defendant's Motion to Enforce Order Shortening Time for Hearing on Defendant's Motion for Summary Judgment and to Continue Trial on Order Shortening Time</i>
02/25/2013	 <b>Notice of Hearing</b> Filed By: Counter Claimant Pardee Homes of Nevada <i>Notice of Hearing on Defendant's Motion to Enforce Order Shortening Time For Hearing on Defendant's Motion for Summary Judgment and to Continue Trial on Order Shortening Time</i>
02/28/2013	 <b>Opposition to Motion For Summary Judgment</b> Filed By: Counter Defendant Wolfram, James <i>Plaintiffs Opposition to Defendants Motion to Enforce Order Shortening Time for Hearing on Defendants Motion for Summary Judgment and To Continue Trial on Order Shortening Time</i>
03/01/2013	 <b>Motion in Limine</b> Filed By: Counter Claimant Pardee Homes of Nevada <i>Defendant's Motion in Limine to Exclude Plaintiffs' Claim For Attorneys' Fees as an Element of Damages (MIL #1)</i>
03/01/2013	 <b>Motion in Limine</b> Filed By: Counter Claimant Pardee Homes of Nevada <i>Defendant's Motion in Limine to Exclude Plaintiffs' Claim for Damages in the Form of Compensation for Time (MIL #2)</i>
03/01/2013	 <b>Motion in Limine</b> Filed By: Counter Claimant Pardee Homes of Nevada <i>Defendant's Motion in Limine to Exclude Parol Evidence (MIL #3)</i>
03/01/2013	 <b>Motion in Limine</b> Filed By: Counter Claimant Pardee Homes of Nevada <i>Defendant's Motion in Limine to Exclude All Documents and Witnesses Disclosed After the Close of Discovery (MIL #4)</i>
03/05/2013	 <b>Motion for Summary Judgment</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <b>03/05/2013, 03/13/2013</b> Events: 10/24/2012 Motion for Summary Judgment <i>Defendant's Motion for Summary Judgment</i>
03/05/2013	<b>Opposition and Countermotion</b> (8:30 AM) (Judicial Officer: Earley, Kerry) Events: 10/24/2012 Motion for Summary Judgment <i>Plaintiff's Opposition to Defendant's Motion for Summary Judgment and Plaintiffs's Countermotion for Partial Summary Judgment</i>
03/05/2013	<b>Motion to Continue Trial</b> (8:30 AM) (Judicial Officer: Earley, Kerry) Events: 02/25/2013 Motion to Continue Trial <i>Defendant's Motion to Enforce Order Shortening Time for Hearing on Defendant's Motion for Summary Judgment and to Continue Trial on Order Shortening Time</i>

DEPARTMENT 4  
**CASE SUMMARY**  
**CASE NO. A-10-632338-C**

03/05/2013	 <b>All Pending Motions</b> (8:30 AM) (Judicial Officer: Earley, Kerry) Events: 10/24/2012 Motion for Summary Judgment
03/06/2013	 Notice of Hearing Filed By: Counter Claimant Pardee Homes of Nevada <i>Notice of Hearing on Defendant's Motion on Limine to Exclude Plaintiff's Claim for Attorneys' Fees as an Element of Damages (MIL#1)</i>
03/06/2013	 Notice of Hearing Filed By: Counter Claimant Pardee Homes of Nevada <i>Notice of Hearing on Defendant's Motion in Limine to Exclude Plaintiffs' Claim for Damages in the Form of Compensation for Time (MIL#2)</i>
03/06/2013	 Notice of Hearing Filed By: Counter Claimant Pardee Homes of Nevada <i>Notice of Hearing on Defendant's Motion in Limine to Exclude Parol Evidence (MIL#3)</i>
03/06/2013	 Notice of Hearing Filed By: Counter Claimant Pardee Homes of Nevada <i>Notice of Hearing on Defendant's Motion in Limine to Exclude All Documents and Witnesses Disclosed After the Close of Discovery (MIL #4)</i>
03/08/2013	 Certificate of Service Filed by: Counter Claimant Pardee Homes of Nevada <i>Certificate of Service</i>
03/14/2013	 Order Granting Summary Judgment Filed By: Counter Defendant Wolfram, James; Counter Defendant Wilkes, Walt <i>Order Granting Plaintiffs Countermotion for Summary Judgment</i>
03/14/2013	<b>Partial Summary Judgment</b> (Judicial Officer: Earley, Kerry) Debtors: Pardee Homes of Nevada (Defendant) Creditors: James Wolfram (Plaintiff), Walt Wilkes (Plaintiff) Judgment: 03/14/2013, Docketed: 03/21/2013
03/15/2013	 Notice of Entry of Order Filed By: Counter Defendant Wolfram, James <i>Notice of Entry of Order</i>
03/16/2013	 Transcript of Proceedings <i>Reporter's Transcript Of Proceedings 3/5/2013</i>
03/20/2013	 Opposition to Motion in Limine Filed By: Counter Defendant Wolfram, James <i>Plaintiffs Opposition to Defendant's Motion in Limine to Exclude Plaintiffs Claim for Attorneys Fees as an Element of Damages MIL 1</i>
03/20/2013	 Opposition to Motion in Limine Filed By: Counter Defendant Wolfram, James <i>Plaintiffs Opposition to Defendants Motion in Limine to Plaintiffs Claim for Damages in the form of compensation for time MIL 2</i>
03/20/2013	 Opposition to Motion in Limine Filed By: Counter Defendant Wolfram, James

DEPARTMENT 4  
**CASE SUMMARY**  
**CASE NO. A-10-632338-C**














*Plaintiffs Opposition to Defendants Motion in Limine to Exclude Parol Evidence MIL 3*

03/20/2013	 Opposition to Motion in Limine Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Opposition to Defendant's Motion in Limine to Exclude all Documents and Witnesses Disclosed After the Close of Discovery (MIL #4)</i>
03/21/2013	 Motion to Amend Complaint Filed By: Counter Defendant Wolfram, James <i>Plaintiffs Motion for Leave to file a Second Amended Complaint</i>
03/22/2013	 Notice of Hearing Filed By: Counter Defendant Wolfram, James <i>Notice of Hearing on Plaintiffs Motion for Leave to file a Second Amended Complaint</i>
03/22/2013	 Amended Notice Filed By: Counter Claimant Pardee Homes of Nevada <i>Amended Notice of Hearing on Defendant's Motion on Limine to Exclude Plaintiff's Claim for Attorneys' Fees as an Element of Damages (MIL#1)</i>
03/22/2013	 Amended Notice Filed By: Counter Claimant Pardee Homes of Nevada <i>Amended Notice of Hearing on Defendant's Motion in Limine to Exclude Plaintiffs' Claim for Damages in the Form of Compensation for Time (MIL#2)</i>
03/22/2013	 Amended Notice Filed By: Counter Claimant Pardee Homes of Nevada <i>Amended Notice of Hearing on Defendant's Motion in Limine to Exclude Parol Evidence (MIL#3)</i>
03/22/2013	 Amended Notice Filed By: Counter Claimant Pardee Homes of Nevada <i>Amended Notice of Hearing on Defendant's Motion in Limine to Exclude all Documents and Witnesses Disclosed After Close of Discovery (MIL #4)</i>
04/02/2013	 Order Denying Motion Filed By: Counter Defendant Wolfram, James <i>Order Denying Defendants Motion for Summary Judgment</i>
04/03/2013	 Notice of Entry of Order Filed By: Counter Defendant Wolfram, James <i>Notice of Entry of Order</i>
04/05/2013	<b>CANCELED Pretrial/Calendar Call (8:30 AM) (Judicial Officer: Earley, Kerry)</b> <i>Vacated - Moot</i>
04/08/2013	 Opposition to Motion Filed By: Counter Claimant Pardee Homes of Nevada <i>Defendant's Opposition to Plaintiffs' Motion for Leave to File a Second Amended Complaint</i>
04/10/2013	 Amended Notice Filed By: Counter Defendant Wolfram, James <i>Amended Notice of Hearing on Plaintiffs Motion for Leave to File a Second Amended Complaint</i>
04/15/2013	

DEPARTMENT 4  
**CASE SUMMARY**  
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	<p><b>CANCELED Bench Trial</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Vacated - per Judge</i></p>
04/16/2013	<p> Amended Notice Filed By: Counter Claimant Pardee Homes of Nevada <i>Second Amended Notice of Hearing on Defendant's Motion in Limine to Exclude Plaintiffs' Claim for Attorneys' Fees as an Element of Damages</i></p>
04/16/2013	<p> Amended Notice Filed By: Counter Claimant Pardee Homes of Nevada <i>Second Amended Notice of Hearing on Defendant's Motion in Limine to exclude Plaintiffs' Claim for Damages in the Form of Compensation for Time</i></p>
04/16/2013	<p> Amended Notice Filed By: Counter Claimant Pardee Homes of Nevada <i>Second Amended Notice of Hearing on Defendant's Motion in Limine to Exclude Parol Evidence</i></p>
04/16/2013	<p> Amended Notice Filed By: Counter Claimant Pardee Homes of Nevada <i>Second Amended Notice of Hearing on Defendant's Motion in Limine to Exclude All Documents and Witnesses Disclosed After the Close of Discovery</i></p>
04/17/2013	<p> Amended Order Setting Civil Non-Jury Trial <i>Second Amended Order Setting Civil Non-Jury Trial</i></p>
04/23/2013	<p> Reply in Support Filed By: Counter Defendant Wolfram, James <i>Plaintiffs Reply in Support of Motion for Leave to File Second Amended Complaint</i></p>
04/26/2013	<p> <b>Motion for Leave</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <b>04/26/2013, 05/15/2013</b> Events: 03/21/2013 Motion to Amend Complaint <i>Plaintiffs Motion for Leave to file a Second Amended Complaint</i></p>
05/10/2013	<p> Supplement Filed by: Counter Defendant Wolfram, James <i>Plaintiffs Supplement to Motion for Leave to File a Second Amended Complaint Pursuant to the Courts order on Hearing on April 26, 2013</i></p>
05/10/2013	<p> Supplemental Brief Filed By: Counter Claimant Pardee Homes of Nevada <i>Defendant's Supplemental Brief in Support of Its Opposition to Plaintiffs' Motion for Leave to File a Second Amended Complaint</i></p>
05/13/2013	<p><b>CANCELED Bench Trial - FIRM</b> (10:00 AM) (Judicial Officer: Earley, Kerry) <i>Vacated - per Judge</i></p>
05/16/2013	<p> <b>Minute Order</b> (3:00 AM) (Judicial Officer: Earley, Kerry) <i>MINUTE ORDER RE: PLAINTIFFS' MOTION FOR LEAVE TO FILE A SECOND AMENDED COMPLAINT</i></p>
05/30/2013	<p> Order Filed By: Counter Defendant Wolfram, James <i>Order on Hearing on April 26, 2013</i></p>

DEPARTMENT 4  
**CASE SUMMARY**  
**CASE NO. A-10-632338-C**

06/05/2013	 Order Granting Motion Filed By: Counter Defendant Wolfram, James <i>Order Granting Plaintiffs Motion for Leave to File a Second Amended Complaint</i>
06/05/2013	 Notice of Entry of Order Filed By: Counter Defendant Wolfram, James <i>Notice of Entry of Order</i>
06/06/2013	 Second Amended Complaint Filed By: Counter Defendant Wolfram, James <i>Second Amended Complaint</i>
06/06/2013	 Notice of Entry of Order Filed By: Counter Defendant Wolfram, James <i>Notice of Entry of Order</i>
06/27/2013	 Motion for Leave to File Party: Counter Defendant Wolfram, James <i>Plaintiffs Motion for Leave to File Supplements to Their Oppositions to Defendants Motions in Limine on an Order Shortening Time</i>
06/27/2013	 Receipt of Copy Filed by: Counter Defendant Wolfram, James <i>Receipt of Copy</i>
07/03/2013	 Answer to Amended Complaint Filed By: Counter Claimant Pardee Homes of Nevada <i>Answer to Second Amended Complaint and Counterclaim</i>
07/09/2013	 <b>Motion for Leave</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiffs Motion for Leave to File Supplements to Their Oppositions to Defendants Motions in Limine on an Order Shortening Time</i>
07/15/2013	 Reply to Counterclaim Filed by: Counter Defendant Wolfram, James <i>Plaintiffs Reply to Defendants Counterclaim</i>
07/18/2013	 Motion in Limine Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Motion in Limine to Admit the September 1, 2004 Commission Letter Agreement (MIL #1)</i>
07/18/2013	 Motion in Limine Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Motion in Limine To Admit The Option Agreement For The Purchase Of Real Property And Joint Escrow Instructions (MIL#2)</i>
07/18/2013	 Motion in Limine Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Motion in Limine to Admit Amendment No. 2 of the option Agreement for the Purchase of Real Property and Joint Escrow Instructions (MIL #4)</i>
07/18/2013	 Motion in Limine Filed By: Counter Defendant Wolfram, James

**CASE SUMMARY**  
**CASE NO. A-10-632338-C**

*Plaintiffs' Motion in Limine to Admit the Amended and Restated Option Agreement for the Purchase of Real Property and Joint Escrow Instructions (MIL #5)*

07/18/2013



Motion in Limine

Filed By: Counter Defendant Wolfram, James  
*Plaintiffs' Motion in Limine to Admit Amendment No. 1 to the Amended and Restated Option Agreement for the Purchase of Real Property and Joint Escrow Instructions (MIL #6)*

07/18/2013



Motion in Limine

Filed By: Counter Defendant Wolfram, James  
*Plaintiffs' Motion in Limine to Admit Amendment No. 2 to the Amended and Restated Option Agreement for the Purchase of Real Property and Joint Escrow Instructions (MIL #7)*

07/18/2013



Motion in Limine

Filed By: Counter Defendant Wolfram, James  
*Plaintiffs' Motion in Limine to Admit Amendment No. 3 to the Amended and Restated Option Agreement for the Purchase of Real Property and Joint Escrow Instructions (MIL #8)*

07/18/2013



Motion in Limine

Filed By: Counter Defendant Wolfram, James  
*Plaintiffs Motion in Limine to Admit Amendment No 5 to the Amended and Restated Option Agreement for the Purchase of Real Property and Joint Escrow Instructions MIL 10*

07/18/2013



Motion in Limine

Filed By: Counter Defendant Wolfram, James  
*Plaintiffs Motion in Limine to Admit Amendment No 6 to the Amended and Restated Option Agreement for the Purchase of Real property and Joint Escrow Instructions MIL 11*

07/18/2013



Motion in Limine

Filed By: Counter Defendant Wolfram, James  
*Plaintiffs Motion in Limine to Admit Amendment No 7 to the Amended and Restated Option Agreement for the Purchase of Real Property and Joint Escrow Instructions MIL 12*

07/18/2013



Motion in Limine

Filed By: Counter Defendant Wolfram, James  
*Plaintiffs' Motion in Limine to Admit Amendment No. 8 to the Amended and Restricted Option Agreement for the Purchase of Real Property and Joint Escrow Instructions (MIL #13)*

07/18/2013



Motion in Limine

Filed By: Counter Defendant Wolfram, James  
*Plaintiffs' Motion in Limine to Admit Parcel Map Recorded in the Clark County Recorder's Office in File 98, Page 57 (MIL #14)*

07/18/2013



Motion

Filed By: Counter Defendant Wolfram, James  
*Plaintiffs Motion to File Exhibits Under Seal*

07/18/2013



Motion in Limine

Filed By: Counter Defendant Wolfram, James  
*Plaintiffs' Motion in Limine to Admit Plat Map Recorded in Clark County Recorder's Office in Book 140, Page 57 (MIL #18)*

07/18/2013



Motion in Limine











Filed By: Counter Defendant Wolfram, James  
*Plaintiffs Motion in Limine to Admit Plat Map Recorded in the Clark County Recorders Office in Book 138 Page 51 MIL 15*















DEPARTMENT 4  
**CASE SUMMARY**  
**CASE NO. A-10-632338-C**

07/18/2013	 Motion in Limine Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Motion in Limine to Admit Parcel Map Recorded in the Clark County Recorder's Office in File 113, Page 55 (MIL #19)</i>
07/18/2013	 Motion in Limine Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Motion In Limine To Admit The April 6, 2009 Letter From Jim Stringer Jr. To James Wolfram (MIL #20)</i>
07/18/2013	 Motion in Limine Filed By: Counter Defendant Wolfram, James <i>Plaintiffs Motion in Limine to Admit Amendment to the Option Agreement for the Purchase of Real Property and Joint Escrow Instructions MIL 3</i>
07/18/2013	 Motion in Limine Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Motion in Limine to Admit Parcel Map Recorded in the Clark County Recorder's Office in File 116, Page 35 (MIL #16)</i>
07/18/2013	 Motion in Limine Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Motion In Limine To Admit The November 24, 2009 Letter From Jon Lash to James Wolfram (MIL #21)</i>
07/18/2013	 Motion in Limine Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Motion in Limine to Admit Parcel Map Recorded in the Clark County Recorder's Office in File 117, Page 18 (MIL #17)</i>
07/18/2013	 Motion in Limine Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Motion in Limine to Admit the March 14, 2008 Letter from Jon Lash to James Wolfram and Walt Wilkes (MIL #24)</i>
07/18/2013	 Motion in Limine Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Motion In Limine To Admit The August 23, 2007 Letter From Jon Lash To Walk Wilkes And James Wolfram (MIL #22)</i>
07/18/2013	 Motion in Limine Filed By: Counter Defendant Wolfram, James <i>Plaintiffs Motion in Limine to Admit the July 10 2009 Letter from James J Jimmerson Esq MIL 23</i>
07/18/2013	 Motion in Limine Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Motion In Limine To Permit James J. Jimmerson, Esq. To Testify Concerning Plaintiffs' Attorney's Fees And Costs (MIL #25)</i>
07/18/2013	 Motion in Limine Filed By: Counter Defendant Wolfram, James <i>Plaintiff's Motion in Limine to Admit Amendment No. 4 to the Amended and Restated Option Agreement for the Purchase of Real Property and Joint Escrow Instructions (MIL #9)</i>

DEPARTMENT 4  
**CASE SUMMARY**  
**CASE NO. A-10-632338-C**

07/22/2013	 Motion to Compel Filed By: Counter Claimant Pardee Homes of Nevada <i>Motion to Compel Production of Notes James Wolfram Reviewed in Preparation for His Deposition</i>
07/22/2013	 Motion for Partial Summary Judgment Filed By: Counter Claimant Pardee Homes of Nevada <i>Defendant's Motion for Partial Summary Judgment</i>
07/22/2013	 Supplement to Opposition Filed By: Counter Defendant Wolfram, James <i>Plaintiffs Supplemental Opposition to Defendants Motion in Limine to Plaintiffs Claim for Damages in the Form of Compensation for Time MIL 2</i>
07/22/2013	 Affidavit of Service Filed By: Counter Defendant Wolfram, James <i>Affidavit of Service</i>
07/23/2013	 <b>Status Check</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Status Check: Status of Case</i>
07/23/2013	 Order Granting Motion Filed By: Counter Defendant Wolfram, James <i>Order Granting Plaintiffs Motion for Leave to File Supplements to Their Oppositions to Defendants Motion in Limine</i>
07/24/2013	 Notice of Entry of Order Filed By: Counter Defendant Wolfram, James <i>Notice of Entry of Order</i>
07/24/2013	 Notice of Rescheduling <i>Notice of Rescheduling of Hearing</i>
07/31/2013	 Affidavit of Service Filed By: Counter Defendant Wolfram, James <i>Affidavit of Service</i>
08/05/2013	 Opposition to Motion in Limine Filed By: Counter Claimant Pardee Homes of Nevada <i>Defendant Pardee Homes of Nevada's Opposition to Plaintiffs' Motions in Limine #6-19</i>
08/05/2013	 Opposition to Motion in Limine Filed By: Counter Claimant Pardee Homes of Nevada <i>Defendant Pardee Homes of Nevada's Response to Plaintiffs' Motions in Limine #1-5; And #20-25</i>
08/05/2013	 Notice of Non Opposition Filed By: Counter Claimant Pardee Homes of Nevada <i>Notice of Nonopposition to Plaintiffs' Motion to File Exhibits Under Seal</i>
08/06/2013	 Opposition to Motion For Summary Judgment Filed By: Counter Defendant Wolfram, James <i>Plaintiffs Opposition to Defendants Motion for Partial Summary Judgment</i>

DEPARTMENT 4  
**CASE SUMMARY**  
**CASE NO. A-10-632338-C**

08/06/2013	 Opposition to Motion to Compel Filed By: Counter Defendant Wolfram, James <i>Plaintiffs Opposition to Defendants Motion to Compel Production of Notes James Wolfram Review in Preparation for his Deposition</i>
08/14/2013	 <b>Minute Order</b> (3:00 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiffs Motion to File Exhibits Under Seal---GRANTED BY MINUTE ORDER 8/14/13</i>
08/19/2013	<b>CANCELED Pretrial/Calendar Call</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Vacated - per Secretary</i>
09/03/2013	 Stipulation and Order Filed by: Counter Claimant Pardee Homes of Nevada <i>Stipulation and Order to Continue Hearing</i>
09/04/2013	 Notice of Entry of Stipulation and Order Filed By: Counter Claimant Pardee Homes of Nevada <i>Notice of Entry of Stipulation and Order to Continue Hearing</i>
09/09/2013	<b>CANCELED Bench Trial - FIRM</b> (9:00 AM) (Judicial Officer: Earley, Kerry) <i>Vacated</i>
09/16/2013	 Notice Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Omnibus Notice of Withdrawal of Motions in Limine 1 through 5, 20, and 23-25</i>
09/16/2013	 Notice of Withdrawal Filed By: Counter Claimant Pardee Homes of Nevada <i>Notice of Withdrawal of Defendant's Motion in Limine to Exclude All Documents and Witnesses Disclosed After the Close of Discovery</i>
09/16/2013	 Reply in Support Filed By: Counter Claimant Pardee Homes of Nevada <i>Reply in Support of Defendant's Motion to Compel Production of Notes James Wolfram Reviewed in Preparation for His Deposition</i>
09/16/2013	 Reply in Support Filed By: Counter Claimant Pardee Homes of Nevada <i>Reply in Support of Defendant's Motion in Limine to Exclude Plaintiff's Claim for Attorney's Fees As An Element of Damages</i>
09/16/2013	 Reply in Support Filed By: Counter Claimant Pardee Homes of Nevada <i>Reply in Support of Defendant's Motion in Limine to Exclude Parol Evidence</i>
09/16/2013	 Reply in Support Filed By: Counter Claimant Pardee Homes of Nevada <i>Reply in Support of Defendant's Motion in Limine to Exclude Plaintiffs' Claim For Damages in the Form of Compensation for Time</i>
09/16/2013	 Reply in Support Filed By: Counter Claimant Pardee Homes of Nevada <i>Reply in Support of Defendant's Motion for Partial Summary Judgment</i>
09/16/2013	 Reply in Support

DEPARTMENT 4  
**CASE SUMMARY**  
**CASE NO. A-10-632338-C**

Filed By: Counter Defendant Wolfram, James  
*Plaintiffs' Omnibus Reply in Further Support of Motions in Limine 6 through 19, and 21 through 22*












09/23/2013	 Pre-Trial Disclosure Party: Counter Claimant Pardee Homes of Nevada <i>Defendant Pardee Homes of Nevada's Pretrial Disclosures Pursuant to NRCP 16.1(a)(3)</i>
09/23/2013	<b>Motion in Limine</b> (8:30 AM) (Judicial Officer: Earley, Kerry) Events: 03/01/2013 Motion in Limine <i>Defendant's Motion in Limine to Exclude Plaintiffs' Claim For Attorneys' Fees as an Element of Damages (MIL #1)</i>
09/23/2013	<b>Motion in Limine</b> (8:30 AM) (Judicial Officer: Earley, Kerry) Events: 03/01/2013 Motion in Limine <i>Defendant's Motion in Limine to Exclude Plaintiffs' Claim for Damages in the Form of Compensation for Time (MIL #2)</i>
09/23/2013	<b>Motion in Limine</b> (8:30 AM) (Judicial Officer: Earley, Kerry) Events: 03/01/2013 Motion in Limine <i>Defendant's Motion in Limine to Exclude Parol Evidence (MIL #3)</i>
09/23/2013	<b>Motion in Limine</b> (8:30 AM) (Judicial Officer: Earley, Kerry) Events: 03/01/2013 Motion in Limine <i>Defendant's Motion in Limine to Exclude All Documents and Witnesses Disclosed After the Close of Discovery (MIL #4)</i>
09/23/2013	<b>Motion in Limine</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiff's Motion in Limine to Admit the September 1, 2004 Commission Letter Agreement (MIL#1)</i>
09/23/2013	<b>Motion in Limine</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiffs' Motion in Limine To Admit The Option Agreement For The Purchase Of Real Property And Joint Escrow Instructions (MIL#2)</i>
09/23/2013	<b>Motion in Limine</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiffs' Motion in Limine to Admit Amendment No. 2 of the option Agreement for the Purchase of Real Property and Joint Escrow Instructions (MIL #4)</i>
09/23/2013	<b>Motion in Limine</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiffs' Motion in Limine to Admit the Amended and Restated Option Agreement for the Purchase of Real Property and Joint Escrow Instructions (MIL #5)</i>
09/23/2013	<b>Motion in Limine</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiffs' Motion in Limine to Admit Amendment No. 1 to the Amended and Restated Option Agreement for the Purchase of Real Property and Joint Escrow Instructions (MIL #6)</i>
09/23/2013	<b>Motion in Limine</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiffs' Motion in Limine to Admit Amendment No. 2 to the Amended and Restated Option Agreement for the Purchase of Real Property and Joint Escrow Instructions (MIL #7)</i>
09/23/2013	<b>Motion in Limine</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiffs' Motion in Limine to Admit Amendment No. 3 to the Amended and Restated Option Agreement for the Purchase of Real Property and Joint Escrow Instructions (MIL #8)</i>
09/23/2013	<b>Motion in Limine</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiff's Motion in Limine to Admit Amendment No. 4 to the Amended and Restated Option Agreement for the Purchase of Real Property and Joint Escrow Instructions (MIL #9)</i>
09/23/2013	<b>Motion in Limine</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiffs Motion in Limine to Admit Amendment No 5 to the Amended and Restated Option</i>

DEPARTMENT 4  
**CASE SUMMARY**  
**CASE NO. A-10-632338-C**

*Agreement for the Purchase of Real Property and Joint Escrow Instructions MIL 10*

09/23/2013	<b>Motion in Limine</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiffs Motion in Limine to Admit Amendment No 6 to the Amended and Restated Option Agreement for the Purchase of Real Property and Joint Escrow Instructions MIL 11</i>
09/23/2013	<b>Motion in Limine</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiffs Motion in Limine to Admit Amendment No 7 to the Amended and Restated Option Agreement for the Purchase of Real Property and Joint Escrow Instructions MIL 12</i>
09/23/2013	<b>Motion in Limine</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiffs' Motion in Limine to Admit Amendment No. 8 to the Amended and Restricted Option Agreement for the Purchase of Real Property and Joint Escrow Instructions (MIL #13)</i>
09/23/2013	<b>Motion in Limine</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiffs' Motion in Limine to Admit Parcel Map Recorded in the Clark County Recorder's Office in File 98, Page 57 (MIL #14)</i>
09/23/2013	<b>Motion in Limine</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiffs' Motion in Limine to Admit Plat Map Recorded in Clark County Recorder's Office in Book 140, Page 57 (MIL #18)</i>
09/23/2013	<b>Motion in Limine</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiffs Motion in Limine to Admit Plat Map Recorded in the Clark County Recorders Office in Book 138 Page 51 MIL 15</i>
09/23/2013	<b>Motion in Limine</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiffs' Motion in Limine to Admit Parcel Map Recorded in the Clark County Recorder's Office in File 113, Page 55 (MIL #19)</i>
09/23/2013	<b>Motion in Limine</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiffs' Motion In Limine To Admit The April 6, 2009 Letter From Jim Stringer Jr. To James Wolfram (MIL #20)</i>
09/23/2013	<b>Motion in Limine</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiffs Motion in Limine to Admit Amendment to the Option Agreement for the Purchase of Real Property and Joint Escrow Instructions MIL 3</i>
09/23/2013	<b>Motion in Limine</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiffs' Motion in Limine to Admit Parcel Map Recorded in the Clark County Recorder's Office in File 116, Page 35 (MIL #16)</i>
09/23/2013	<b>Motion in Limine</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiffs' Motion In Limine To Admit The November 24, 2009 Letter From Jon Lash to James Wolfram (MIL #21)</i>
09/23/2013	<b>Motion in Limine</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiffs' Motion in Limine to Admit Parcel Map Recorded in the Clark County Recorder's Office in File 117, Page 18 (MIL #17)</i>
09/23/2013	<b>Motion in Limine</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiffs' Motion in Limine to Admit the March 14, 2008 Letter from Jon Lash to James Wolfram and Walt Wilkes (MIL #24)</i>
09/23/2013	<b>Motion in Limine</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiffs' Motion In Limine To Admit The August 23, 2007 Letter From Jon Lash To Walk Wilkes And James Wolfram (MIL #22)</i>
09/23/2013	<b>Motion in Limine</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiffs Motion in Limine to Admit the July 10 2009 Letter from James J Jimmerson Esq MIL 23</i>













DEPARTMENT 4  
**CASE SUMMARY**  
**CASE NO. A-10-632338-C**

09/23/2013	<b>Motion in Limine</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiffs' Motion In Limine To Permit James J. Jimmerson, Esq. To Testify Concerning Plaintiffs' Attorney's Fees And Costs (MIL #25)</i>
09/23/2013	<b>CANCELED Motion</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Vacated - per Law Clerk</i> <i>Plaintiffs Motion to File Exhibits Under Seal</i>
09/23/2013	<b>Motion to Compel</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Defendant's Motion to Compel Production of Notes James Wolfram Reviewed in Preparation for His Deposition</i>
09/23/2013	 <b>Motion for Partial Summary Judgment</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <b>09/23/2013, 10/07/2013</b> <i>Defendant's Motion for Partial Summary Judgment</i>
09/23/2013	 <b>All Pending Motions</b> (8:30 AM) (Judicial Officer: Earley, Kerry)
09/26/2013	 Pre-Trial Disclosure Party: Counter Defendant Wolfram, James <i>Plaintiffs Pretrial Disclosures Pursuant to NRCP 16.1a3</i>
09/27/2013	 Supplement to Opposition Filed By: Counter Defendant Wolfram, James <i>Plaintiffs Supplement to Their Opposition to Defendants Motion for Partial Summary Judgment</i>
09/27/2013	 Supplemental Brief Filed By: Counter Claimant Pardee Homes of Nevada <i>Supplemental Brief in Support of Defendant's Motion for Partial Summary Judgment</i>
10/07/2013	 Objection Filed By: Counter Claimant Pardee Homes of Nevada <i>Defendant Pardee Homes of Nevada's Objections to Plaintiffs' Pretrial Disclosures Pursuant to NRCP 16.1(a)(3)</i>
10/08/2013	 Joint Pre-Trial Memorandum Filed By: Counter Defendant Wolfram, James <i>Joint Pre-Trial Memorandum Pursuant to EDCR 2.67</i>
10/08/2013	 Order Granting Motion Filed By: Counter Claimant Pardee Homes of Nevada <i>Order Granting Defendant's Motion in Limine to Exclude Parol Evidence (MIL #3)</i>
10/09/2013	 Notice of Entry of Order Filed By: Counter Claimant Pardee Homes of Nevada <i>Notice of Entry of Order Granting Defendant's Motion in Limine to Exclude Parol Evidence (MIL #3)</i>
10/23/2013	 <b>Bench Trial - FIRM</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <b>10/23/2013-10/24/2013, 10/28/2013-10/30/2013, 12/09/2013-12/10/2013, 12/12/2013-12/13/2013</b>
10/23/2013	 Order Denying Motion Filed By: Counter Defendant Wolfram, James <i>Order Denying Motion for Partial Summary Judgment</i>

DEPARTMENT 4  
**CASE SUMMARY**  
**CASE NO. A-10-632338-C**

10/23/2013	 Order Denying Motion Filed By: Counter Defendant Wolfram, James <i>Order Denying Defendants Motion to Compel Production of Notes James Wolfram Reviewed in Preparation for his Deposition</i>
10/25/2013	 Brief Filed By: Counter Defendant Wolfram, James <i>Plaintiffs Trial Brief Pursuant to EDCR 7.27</i>
10/25/2013	 Notice of Entry of Order Filed By: Counter Defendant Wolfram, James <i>Notice of Entry of Order</i>
10/25/2013	 Notice of Entry of Order Filed By: Counter Defendant Wolfram, James <i>Notice of Entry of Order</i>
12/11/2013	 Certificate of Service Filed by: Counter Defendant Wolfram, James <i>Certificate of Service</i>
12/12/2013	 Trial Subpoena Filed by: Counter Defendant Wolfram, James <i>Trial Subpoena</i>
12/12/2013	 Trial Subpoena Filed by: Counter Defendant Wolfram, James <i>Trial Subpoena for Rebuttal Testimony</i>
12/12/2013	 Trial Subpoena Filed by: Counter Defendant Wolfram, James <i>Trial Subpoena for Rebuttal Testimony</i>
03/20/2014	 Suggestion of Death Filed by: Counter Defendant Wolfram, James <i>Suggestion of Death on the Record</i>
03/24/2014	 Amended Certificate of Service Party: Counter Defendant Wolfram, James <i>Amended Certificate of Service</i>
06/12/2014	 Motion Filed By: Counter Defendant Wolfram, James <i>Motion for Substitution of Parties</i>
06/24/2014	 Motion to Expunge Lis Pendens Filed By: Counter Claimant Pardee Homes of Nevada <i>Motion to Expunge Lis Pendens and For Sanctions Regarding Plaintiffs' Violation Of The Court's Protective Order and Ex Parte Application for an Order Shortening Time</i>
06/25/2014	 Findings of Fact, Conclusions of Law and Order <i>Findings of Fact, Conclusions of Law and Order</i>

DEPARTMENT 4  
**CASE SUMMARY**  
**CASE NO. A-10-632338-C**












06/25/2014	<b>Order</b> (Judicial Officer: Earley, Kerry) Debtors: Pardee Homes of Nevada (Defendant) Creditors: James Wolfram (Plaintiff), Walt Wilkes (Plaintiff) Judgment: 06/25/2014, Docketed: 07/02/2014 Total Judgment: 141,500.00
06/27/2014	 Notice of Entry of Order Filed By: Counter Defendant Wolfram, James <i>Notice of Entry of Findings of Fact, Conclusions of Law and Order</i>
06/30/2014	 Receipt of Copy Filed by: Counter Defendant Wolfram, James <i>Receipt of Copy</i>
06/30/2014	 Opposition to Motion Filed By: Counter Claimant Pardee Homes of Nevada <i>Defendant's Limited Opposition To Motion For Substitution of Parties</i>
07/02/2014	 Affidavit Filed By: Counter Defendant Wolfram, James <i>Affidavit of Acceptance of Service</i>
07/14/2014	 Receipt of Copy Filed by: Counter Defendant Wolfram, James <i>Receipt of Copy</i>
07/14/2014	 Opposition to Motion Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Opposition to Defendant's Motion to Expunge Lis Pendens and for Sanctions Regarding Plaintiffs' Violation of the Court's Protective Order</i>
07/15/2014	 Reply in Support Filed By: Counter Claimant Pardee Homes of Nevada <i>Reply In Support of Motion to Expunge Lis Pendens; and For Sanctions Regarding Plaintiffs' Violation of the Court's Protective Order</i>
07/17/2014	 <b>Motion to Expunge Lis Pendens</b> (8:30 AM) (Judicial Officer: McGee, Charles) <i>Defendant's Motion to Expunge Lis Pendens and For Sanctions Regarding Plaintiffs' Violation Of The Court's Protective Order and Ex Parte Application for an Order Shortening Time</i>
07/24/2014	 Reply in Support Filed By: Counter Defendant Wolfram, James <i>Reply in Support of Motion for Substitution of Parties and Angela L. Limbocker-Wilkes' Petition for Confirmation of Appointment as Trustee of the Walter D. Wilkes and Angela L. Limbocker-Wilkes Living Trust</i>
07/24/2014	 Order Granting Motion Filed By: Counter Claimant Pardee Homes of Nevada <i>Order Granting Defendant's Motion to Expunge Lis Pendens</i>
07/25/2014	 Certificate of Service Filed by: Counter Defendant Wolfram, James <i>Certificate of Service</i>
07/25/2014	 Initial Appearance Fee Disclosure



DEPARTMENT 4  
**CASE SUMMARY**  
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	Filed By: Plaintiff Limbocker-Wilkes, Angela L. <i>Initial Appearance Fee Disclosure</i>
07/25/2014	 Notice of Appearance Party: Counter Defendant Wolfram, James <i>Notice of Appearance</i>
07/25/2014	 Notice of Entry of Order Filed By: Counter Claimant Pardee Homes of Nevada <i>Notice of Entry of Order Granting Defendant's Motion to Expunge Lis Pendens</i>
07/30/2014	 Notice Filed By: Counter Defendant Wolfram, James <i>Notice of Thomas Wilkes' Waiver of Notice of Hearing of Angela L. Limbocker-Wilkes Petition for Confirmation of Appointment as Trustee of Walter D. Wilkes and Angela L. Limbocker-Wilkes Living Trust</i>
07/31/2014	 <b>Motion for Substitution</b> (8:30 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiff's Motion for Substitution of Parties</i>
08/14/2014	 Order Filed By: Counter Defendant Wolfram, James <i>Order Confirming Angela L. Limbocker-Wilkes' Appointment as Trustee of the Walter D. Wilkes and Angela L. Limbocker-Wilkes Living Trust and Order Substituting Angela L. Limbocker-Wilkes as Trustee of the Walter D. Wilkes and Angela L. Limbocker-Wilkes Living Trust in the Place of Plaintiff Walt Wilkes, Deceased</i>
08/15/2014	 Notice of Entry of Order Filed By: Counter Defendant Wolfram, James <i>Notice of Entry of Order</i>
08/18/2014	 Notice Filed By: Counter Defendant Wolfram, James <i>Notice of Angele L. Limbocker-Wilkes Petition for Confirmation of Appointment as Trustee of Walter D. Wilkes and Angela L. Limbocker-Wilkes Living Trust</i>
08/18/2014	 Notice Filed By: Counter Defendant Wolfram, James <i>Notice of Angele L. Limbocker-Wilkes Petition for Confirmation of Appointment as Trustee of Walter D. Wilkes and Angela L. Limbocker-Wilkes Living Trust</i>
08/18/2014	 Notice Filed By: Counter Defendant Wolfram, James <i>Notice of Angela L. Limbocker-Wilkes Petition for Confirmation of Appointment as Trustee of Walter D. Wilkes and Angela L. Limbocker-Wilkes Living Trust</i>
08/18/2014	 Notice Filed By: Counter Defendant Wolfram, James <i>Notice of Angela L. Limbocker-Wilkes Petition for Confirmation of Appointment as Trustee of Walter D. Wilkes and Angela L. Limbocker-Wilkes Living Trust</i>
08/18/2014	 Notice Filed By: Counter Defendant Wolfram, James <i>Notice of Angela L. Limbocker-Wilkes Petition for Confirmation of Appointment as Trustee of Walter D. Wilkes and Angela L. Limbocker-Wilkes Living Trust</i>

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**CASE SUMMARY**  
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08/22/2014	 Order to Statistically Close Case <i>Civil Order to Statistically Close Case</i>
08/25/2014	 Supplemental Filed by: Counter Claimant Pardee Homes of Nevada <i>Pardee Homes of Nevada's Supplemental Brief Regarding Future Accounting</i>
08/25/2014	 Brief Filed By: Counter Defendant Wolfram, James <i>Plaintiff's Accounting Brief Pursuant to the court's Order Entered on June 25, 2014</i>
09/12/2014	 Notice Filed By: Counter Claimant Pardee Homes of Nevada <i>Pardee's Notice of Submission</i>
02/10/2015	 <b>Minute Order</b> (3:00 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiffs' Accounting Brief</i>
05/13/2015	 Order Filed By: Counter Claimant Pardee Homes of Nevada <i>Order On Findings Of Fact And Conclusions Of Law And Supplemental Briefing Re Future Accounting</i>
05/13/2015	 Notice of Entry of Order Filed By: Counter Claimant Pardee Homes of Nevada <i>Notice of Entry of Order On Findings Of Fact And Conclusions Of Law And Supplemental Briefing Re Future Accounting</i>
05/14/2015	 Affidavit Filed By: Counter Claimant Pardee Homes of Nevada <i>Affidavit of Conrad J. Smucker</i>
05/28/2015	 Motion for Attorney Fees and Costs Filed By: Counter Claimant Pardee Homes of Nevada <i>Pardee's Motion For Attorney's Fees and Costs</i>
05/28/2015	 Appendix Filed By: Counter Claimant Pardee Homes of Nevada <i>Appendix of Exhibits To Pardee's Motion For Attorney's Fees and Costs</i>
06/15/2015	<b>Judgment</b> (Judicial Officer: Earley, Kerry) Debtors: James Wolfram (Plaintiff), Walt Wilkes (Plaintiff), Angela L. Limbocker-Wilkes (Plaintiff) Creditors: Pardee Homes of Nevada (Defendant) Judgment: 06/15/2015, Docketed: 06/23/2015
06/15/2015	<b>Judgment</b> (Judicial Officer: Earley, Kerry) Debtors: Pardee Homes of Nevada (Defendant) Creditors: James Wolfram (Plaintiff), Walt Wilkes (Plaintiff), Angela L. Limbocker-Wilkes (Plaintiff) Judgment: 06/15/2015, Docketed: 06/23/2015 Total Judgment: 141,500.00
06/19/2015	 Memorandum of Costs and Disbursements Filed By: Counter Defendant Wolfram, James











DEPARTMENT 4  
**CASE SUMMARY**  
**CASE NO. A-10-632338-C**

*Plaintiffs, James Wolfram and Walt Wilkes' Memorandum of Costs and Disbursements*

06/24/2015	 Motion to Retax Filed By: Counter Claimant Pardee Homes of Nevada <i>Pardee's Motion to Retax Plaintiffs' Memorandum of Costs Filed June 19, 2015</i>
06/29/2015	 Motion for Attorney Fees and Costs Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Motion for Attorney's Fees and Costs</i>
06/29/2015	 Motion to Strike Filed By: Counter Defendant Wolfram, James <i>Motion To Strike "Judgment", Entered June 15, 2015 Pursuant To N.R.Cp. 52 (B) And N.R.C.P. 59, As Unnecessary And Duplicative Orders Of Final Orders Entered On June 25, 2014 And May 13, 2015, And As Such, Is A Fugitive Document</i>
06/29/2015	 Motion Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Motion Pursuant to Nrcp 52(b) and 59 to Amend The Court's Judgment Entered on June 15, 2015, to Amend the Findings of Fact/conclusions of Law and Judgment Contained Therein, Specifically Referred to in the Language Included in the Judgment at Page 2, Lines 8 Through 13 and the Judgment At Page 2, Lines 18 Through 23 to Delete the Same or Amend The Same to Reflect the True Fact That Plaintiff Prevailed On Their Entitlement to the First Claim for Relief For an Accounting, and Damages for Their Second Claim for Releaf of Breach of Contract, and Their Third Claim for Relief for Breach of the Implied Covenant for Good Faith and Fair Dealing and That Defendant Never Received a Judgment in its Form and Against Plaintiffs Whatsoever as Mistakenly Stated Within the Court's Latest "Judgment</i>
06/30/2015	 Association of Counsel Filed By: Counter Defendant Wolfram, James <i>Association of Counsel</i>
06/30/2015	 Supplement Filed by: Counter Defendant Wolfram, James <i>Supplement to Plaintiffs' Pending Motion for Attorney's Fees and Costs, Motion to Strike Judgment, Motion Pursuant to NRCP 52(b) and NRCP 59 to Amend the Court's Judgment, and Plaintiffs' Opposition to Pardee's Motion for Attorney's Fees and Costs</i>
06/30/2015	 Opposition Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Opposition To Pardee's Motion For Attorney's Fees And Costs</i>
07/01/2015	 Receipt of Copy Filed by: Counter Defendant Wolfram, James <i>Receipt of Copy</i>
07/02/2015	 Motion to Amend Judgment Filed By: Counter Claimant Pardee Homes of Nevada <i>Pardee Homes of Nevada's Motion to Amend Judgment</i>
07/04/2015	 Receipt of Copy Filed by: Counter Defendant Wolfram, James <i>Receipt of Copy</i>
07/06/2015	 Notice of Motion Filed By: Counter Defendant Wolfram, James

DEPARTMENT 4  
**CASE SUMMARY**  
**CASE NO. A-10-632338-C**

*Notice of Motion on Plaintiffs' Motion for Attorney's Fees and Costs*


07/07/2015	 Motion Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Motion for Order Requiring Defendant, When Serving by Electronic Means, to Serve Three Specific Persons</i>
07/07/2015	 Receipt of Copy Filed by: Counter Defendant Wolfram, James <i>Receipt of Copy</i>
07/08/2015	 Errata Filed By: Counter Defendant Wolfram, James <i>Errata to Motion to Strike "Judgment", Entered June 15, 2015 Pursuant to NRCP 52(b) and NRCP 59, as Unnecessary and Duplicative Orders of Final Orders Entered on June 25, 2014 and May 13, 2015, and as such, is a Fugitive Document</i>
07/08/2015	 Errata Filed By: Counter Defendant Wolfram, James <i>Errata to Plaintiffs' Motion Pursuant to NRCP 52(b) and 59 to Amend the Court's Judgment Entered on June 15, 2015, to Amend the Findings of Fact/Conclusions of Law and Judgment Contained Therein, Specifically Referred to in the Language Included in the Judgment at Page, 2, Lines 8 through 13 and the Judgment at Page 2, Lines 18 through 23 to Delete the Same or Amend the Same to Reflect the True Fact that Plaintiff Prevailed on their Entitlement to the First Claim for Relief for an Accounting, and Damages for their Second Claim for Relief of Breach of Contract, and Their Third Claim for Relief for Breach of the Implied Covenant for Good Faith and Fair Dealing and that Defendant Never Received a Judgment in its form and Against Ploaintiffs Whatsoever as Mistakenly Stated Within the Court's Latest "Judgment"</i>
07/08/2015	 Motion for Stay of Execution Filed By: Counter Claimant Pardee Homes of Nevada <i>Pardee's Emergency Motion to Stay Execution of Judgment: and Ex Parte Order Shortening Time</i>
07/08/2015	 Opposition Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Opposition to Pardee's Motion to Retax Costs</i>
07/08/2015	 Receipt of Copy Filed by: Counter Defendant Wolfram, James <i>Receipt of Copy</i>
07/08/2015	 Supplement Filed by: Counter Claimant Pardee Homes of Nevada <i>Pardee's Supplemental Briefing in Support of it's Emergency Motion to Stay Execution of Judgment</i>
07/10/2015	 Notice of Entry of Order Filed By: Counter Claimant Pardee Homes of Nevada <i>Notice of Entry of Order on Pardee's Emergency Motion to Stay Execution of Judgment; and Ex Parte Order Shortening Time</i>
07/10/2015	 <b>Motion for Stay of Execution (9:00 AM)</b> (Judicial Officer: Earley, Kerry) <i>Pardee's Emergency Motion to Stay Execution of Judgment: and Ex Parte Order Shortening Time</i>
07/10/2015	

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**CASE SUMMARY**  
**CASE NO. A-10-632338-C**

	 Receipt of Copy Filed by: Counter Defendant Wolfram, James <i>Receipt of Copy</i>
07/10/2015	 Order Filed By: Counter Claimant Pardee Homes of Nevada <i>Order On Pardee's Emergency Motion to Stay Execution of Judgment; and Ex Parte Order Shortening Time</i>
07/10/2015	 Order <i>Order on Pardee's Emergency Motion to Stay Execution of Judgment; and Ex Parte Order Shortening Time</i>
07/15/2015	 Opposition to Motion Filed By: Counter Claimant Pardee Homes of Nevada <i>Pardee Homes of Nevada's Consolidated Opposition To: (1) Plaintiff's Motion to Strike Judgment Entered On June 15, 2015 Pursuant to NRCP 52(b) and NRCP 59; and (2) Plaintiffs' Motion Pursuant to NRCP 52(b) and 59 to Amend The Court's Judgment Entered on June 15, 2015</i>
07/15/2015	 Appendix Filed By: Counter Claimant Pardee Homes of Nevada <i>Appendix of Exhibits to Pardee Homes of Nevada's Consolidated Opposition to: (1) Plaintiff's Motion to Strike Judgment Entered on June 15, 2015 Pursuant to NRCP 52(b) and NRCP 59; and Plaintiffs' Motion Pursuant to NRCP 52(b) and 59 to Amend the Court's Judgment Entered on June 15, 2015</i>
07/15/2015	 Opposition to Motion Filed By: Counter Claimant Pardee Homes of Nevada <i>Pardee Homes of Nevada's Opposition to Plaintiff's Motion for Attorney's Fees and Costs</i>
07/15/2015	 Appendix Filed By: Counter Claimant Pardee Homes of Nevada <i>Appendix of Exhibits to Pardee Homes of Nevada's Opposition to Plaintiffs' Motion for Attorney's Fees and Costs</i>
07/16/2015	 Errata Filed By: Counter Claimant Pardee Homes of Nevada <i>Errata to Pardee Homes of Nevada's Opposition to Plaintiffs' Motion For Attorney's Fees and Costs</i>
07/17/2015	 Opposition Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Opposition to Pardee Homes of Nevada's Motion to Amend Judgment and Countermotion for Attorney's Fees</i>
07/20/2015	 Notice Filed By: Counter Defendant Wolfram, James <i>Notice of Filing</i>
07/20/2015	 Opposition to Motion Filed By: Counter Claimant Pardee Homes of Nevada <i>Pardee's Opposition to Plaintiffs' Motion for Order Requiring Defendant, When Serving By Electronic Means, to Serve Three Specific Persons</i>
07/23/2015	 <b>Minute Order</b> (3:00 AM) (Judicial Officer: Earley, Kerry)

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**CASE SUMMARY**  
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*Resetting of pending Motions*

07/24/2015	 Motion Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Motion for Reconsideration, Ex Parte (With Notice) of Application for Order Shortening Time Regarding Stay of Execution and Order Shortening Time Regarding Stay of Execution</i>
07/24/2015	 Declaration Filed By: Counter Defendant Wolfram, James <i>Declaration of John W. Muije, Esq. In Support of Motion for Reconsideration</i>
08/10/2015	 Opposition to Motion Filed By: Counter Claimant Pardee Homes of Nevada <i>Pardee Homes of Nevada's Opposition to Plaintiffs' Motion for Reconsideration of the Order on Pardee's Emergency Motion to Stay Execution of Judgment</i>
08/17/2015	 Reply Points and Authorities Filed by: Counter Defendant Wolfram, James <i>Reply Points and Authorities In Support of Motion for Reconsideration</i>
08/24/2015	 <b>Motion For Reconsideration</b> (3:00 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiffs' Motion for Reconsideration, Ex Parte (With Notice) of Application for Order Shortening Time Regarding Stay of Execution and Order Shortening Time Regarding Stay of Execution</i>
09/11/2015	 Opposition Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Reply to Defendant's Opposition to Plaintiff's Motion Pursuant to NRCP 52(b) and NRCP 59 to Amend the Court's Judgment Entered on June 15, 2015</i>
09/11/2015	 Opposition Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Reply to Defendant's Opposition to Plaintiff's Motion to Strike "Judgment" Entered June 15, 2015 Pursuant to NRCP 52(b) and NRCP 59</i>
09/11/2015	 Opposition Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Reply to Defendant's Opposition to Plaintiff's Motion for Attorney's Fees and Costs</i>
09/12/2015	 Reply in Support Filed By: Counter Claimant Pardee Homes of Nevada <i>Pardee Homes of Nevada's Consolidated Reply in Support of (1) Motion to Retax Plaintiffs' Memorandum of Costs Filed June 19, 2015; and (2) Motion for Attorney's Fees and Costs</i>
09/21/2015	 Notice of Rescheduling <i>Notice of Rescheduling of Hearing</i>
12/08/2015	 Notice of Non Opposition Filed By: Counter Defendant Wolfram, James <i>Notice of Defendant Pardee Homes of Nevada's Non-Reply and Non-Opposition to "Plaintiff's Opposition to Pardee Homes of Nevada's Motion to Amend Judgment and Countermotion for Attorney's Fees"</i>
12/08/2015	 Receipt of Copy

# CASE SUMMARY

## CASE NO. A-10-632338-C

Filed by: Counter Defendant Wolfram, James  
*Receipt of Copy*

12/08/2015



Supplement

Filed by: Counter Defendant Wolfram, James  
*Plaintiffs' Supplement to Plaintiffs' Opposition to Pardee's Motion for Attorney's Fees and Costs*

12/09/2015



Notice of Rescheduling

*Notice of Rescheduling of Hearing*

12/30/2015



Response

Filed by: Counter Claimant Pardee Homes of Nevada  
*Pardee Homes of Nevada's Consolidated Response to: (1) Plaintiffs' Notice of Non-Reply and Non-Opposition to Plaintiffs' Opposition to Pardee's Motion to Amend Judgment and Counter-motion for Attorney's Fees; and (2) Plaintiffs' Supplement to Plaintiffs' Opposition to Pardee's Motion for Attorney's Fees and Costs*

01/07/2016



Notice of Change of Firm Name

Filed By: Counter Defendant Wolfram, James  
*Notice of Change of Firm Name*

01/11/2016



Reply

Filed by: Counter Defendant Wolfram, James  
*Plaintiffs' Reply To Defendants' Consolidated Response to (1) Plaintiffs' Notice Of Non-Reply And Non-Opposition to Plaintiff's Opposition To Pardee's Motion To Amend Judgment And Counter-motion For Attorney's Fees And (2) Plaintiffs' Supplement To Plaintiffs' Opposition To Pardee's Motion For Attorney's Fees And Costs*

01/15/2016

**Motion for Attorney Fees and Costs** (10:00 AM) (Judicial Officer: Earley, Kerry)  
*Pardee's Motion For Attorney's Fees and Costs*

01/15/2016

**Motion to Retax** (10:00 AM) (Judicial Officer: Earley, Kerry)  
*Pardee's Motion to Retax Plaintiffs' Memorandum of Costs Filed June 19, 2015*

01/15/2016

**Motion to Strike** (10:00 AM) (Judicial Officer: Earley, Kerry)  
*Plaintiffs' Motion to Strike "Judgment", Entered June 15, 2015 Pursuant to N.R.Cp. 52 (B) and N.R.C.P. 59, as Unnecessary and Duplicative Orders of Final Orders Entered on June 25, 2014 and May 13, 2015, and as Such, is a Fugitive Document*

01/15/2016

**Motion to Amend** (10:00 AM) (Judicial Officer: Earley, Kerry)  
*Plaintiffs' Motion Pursuant to Nrcp 52(b) and 59 to Amend The Court's Judgment Entered on June 15, 2015, to Amend the Findings of Fact/conclusions of Law and Judgment Contained Therein, Specifically Referred to in the Language Included in the Judgment at Page 2, Lines 8 Through 13 and the Judgment At Page 2, Lines 18 Through 23 to Delete the Same or Amend The Same to Reflect the True Fact That Plaintiff Prevailed On Their Entitlement to the First Claim for Relief For an Accounting, and Damages for Their Second Claim for Relief of Breach of Contract, and Their Third Claim for Relief for Breach of the Implied Covenant for Good Faith and Fair Dealing and That Defendant Never Received a Judgment in its Form and Against Plaintiffs Whatsoever as Mistakenly Stated Within the Court's Latest "Judgment*

01/15/2016

**Motion** (10:00 AM) (Judicial Officer: Earley, Kerry)  
*Pardee Homes of Nevada's Motion to Amend Judgment*

01/15/2016

**Motion for Attorney Fees and Costs** (10:00 AM) (Judicial Officer: Earley, Kerry)  
*Plaintiff's Motion for Attorney's Fees and Costs*

01/15/2016













**Motion for Order** (10:00 AM) (Judicial Officer: Earley, Kerry)  
*Plaintiffs' Motion for Order Requiring Defendant, When Serving by Electronic Means, to Serve Three Specific Persons*

DEPARTMENT 4  
**CASE SUMMARY**  
**CASE NO. A-10-632338-C**













01/15/2016	<b>Opposition and Counter-motion</b> (10:00 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiffs' Opposition to Pardee Homes of Nevada's Motion to Amend Judgment and Counter-motion for Attorney's Fees</i>
01/15/2016	 <b>All Pending Motions</b> (10:00 AM) (Judicial Officer: Earley, Kerry)
03/14/2016	 Motion Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Motion to Settle Two (2) Competing Judgments and Orders</i>
03/15/2016	 Certificate of Service Filed by: Counter Defendant Wolfram, James <i>Certificate of Service</i>
03/16/2016	 Release Filed By: Counter Defendant Wolfram, James <i>Release of Judgment</i>
03/18/2016	 Receipt of Copy Filed by: Counter Defendant Wolfram, James <i>Receipt of Copy</i>
03/23/2016	 Response Filed by: Counter Claimant Pardee Homes of Nevada <i>Pardee Homes of Nevada's Response to Plaintiffs' Motion to Settle Two (2) Sets of Competing Judgments and Orders</i>
04/20/2016	 Reply Filed by: Counter Defendant Wolfram, James <i>Plaintiffs' Reply to Defendant's Response and Supplement to Plaintiffs' Motion to Settle Two (2) Sets of Competing Judgments and Orders</i>
04/20/2016	 Receipt of Copy Filed by: Counter Defendant Wolfram, James <i>Receipt of Copy</i>
04/26/2016	 Order Filed By: Counter Defendant Wolfram, James <i>Order from January 15, 2016 Hearings</i>
04/27/2016	<b>CANCELED Motion</b> (9:00 AM) (Judicial Officer: Earley, Kerry) <i>Vacated - per Judge</i> <i>Plaintiffs' Motion to Settle Two (2) Competing Judgments and Orders</i>
05/16/2016	 Judgment <i>Judgment</i>
05/16/2016	<b>Judgment</b> (Judicial Officer: Earley, Kerry) Debtors: Pardee Homes of Nevada (Defendant) Creditors: James Wolfram (Plaintiff), Walt Wilkes (Plaintiff) Judgment: 05/16/2016, Docketed: 05/23/2016 Total Judgment: 141,500.00
05/17/2016	 Notice of Entry of Judgment



DEPARTMENT 4  
**CASE SUMMARY**  
**CASE NO. A-10-632338-C**

	Filed By: Counter Defendant Wolfram, James <i>Notice of Entry of Judgment</i>
05/17/2016	 Receipt of Copy Filed by: Counter Defendant Wolfram, James <i>Receipt of Copy</i>
05/23/2016	 Memorandum of Costs and Disbursements Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Memorandum of Costs and Disbursements</i>
05/31/2016	 Motion to Retax Filed By: Counter Claimant Pardee Homes of Nevada <i>Pardee's Motion to Retax Plaintiffs' Memorandum of Costs Filed May 23, 2016</i>
06/01/2016	 Motion to Amend Judgment Filed By: Counter Claimant Pardee Homes of Nevada <i>Pardee Homes of Nevada's Motion to Amend Judgment</i>
06/06/2016	 Motion for Attorney Fees and Costs Filed By: Counter Claimant Pardee Homes of Nevada <i>Pardee's Motion for Attorney's Fees and Costs</i>
06/06/2016	 Appendix Filed By: Counter Claimant Pardee Homes of Nevada <i>Appendix of Exhibits to Pardee Homes Motion for Attorney Fees and Costs - Volume 1</i>
06/06/2016	 Appendix Filed By: Counter Claimant Pardee Homes of Nevada <i>Appendix of Exhibits to Pardee Homes Motion for Attorney Fees and Costs - Volume 2</i>
06/08/2016	 Motion for Attorney Fees and Costs Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Motion for Attorney's Fees and Costs</i>
06/08/2016	 Receipt of Copy Filed by: Counter Defendant Wolfram, James <i>Receipt of Copy</i>
06/20/2016	 Opposition Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Opposition to Pardee's Motion to Retax Plaintiffs' Memorandum of Costs Filed May 23, 2016</i>
06/20/2016	 Receipt of Copy Filed by: Counter Defendant Wolfram, James <i>Receipt of Copy</i>
06/21/2016	 Opposition and Countermotion Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Opposition to Defendant, Pardee Homes of Nevada's, Motion to Amend Judgment and Plaintiffs' Countermotion for Attorneys' Fees and Costs Pursuant to NRS 18.010 and EDCR 7.60</i>
06/21/2016	

DEPARTMENT 4  
**CASE SUMMARY**  
**CASE NO. A-10-632338-C**

	 Receipt of Copy Filed by: Counter Defendant Wolfram, James <i>Receipt of Copy</i>
06/21/2016	 Opposition to Motion Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Opposition to Pardee's Motion for Attorney's Fees and Costs</i>
06/22/2016	 Receipt of Copy Filed by: Counter Defendant Wolfram, James <i>Receipt of Copy</i>
06/27/2016	 Opposition to Motion Filed By: Counter Claimant Pardee Homes of Nevada <i>Pardee Homes of Nevada's Opposition to Plaintiffs' Motion for Attorney's Fees and Costs</i>
06/30/2016	 Notice of Change of Hearing <i>notice of rescheduling of hearing</i>
06/30/2016	 Reply in Support Filed By: Counter Claimant Pardee Homes of Nevada <i>Pardee Homes of Nevada's Reply in Support of Motion for Attorney's Fees and Costs</i>
06/30/2016	 Reply in Support Filed By: Counter Claimant Pardee Homes of Nevada <i>Pardee Homes of Nevada's Reply in Support of Motion to Amend Judgment; and Opposition to Plaintiffs' Countermotion for Attorney's Fees</i>
07/01/2016	 Reply in Support Filed By: Counter Claimant Pardee Homes of Nevada <i>Pardee Homes of Nevada's Reply In Support of Motion to Retax Plaintiffs' Memorandum of Costs Filed May 23, 2016</i>
08/02/2016	 Notice of Rescheduling <i>Notice of Rescheduling of Hearing</i>
08/02/2016	 Receipt of Copy Filed by: Counter Defendant Wolfram, James <i>Receipt of Copy</i>
08/02/2016	 Reply in Support Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Reply in Support of Countermotion for Attorney's Fees and Costs</i>
08/02/2016	 Reply in Support Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Reply in Support of Motion for Attorney's Fees and Costs</i>
08/15/2016	<b>Motion to Retax</b> (9:00 AM) (Judicial Officer: Earley, Kerry) <i>Pardee's Motion to Retax Plaintiffs' Memorandum of Costs Filed May 23, 2016</i>
08/15/2016	<b>Motion to Amend Judgment</b> (9:00 AM) (Judicial Officer: Earley, Kerry) <i>Pardee Homes of Nevada's Motion to Amend Judgment</i>
08/15/2016	<b>Motion for Attorney Fees</b> (9:00 AM) (Judicial Officer: Earley, Kerry)

DEPARTMENT 4  
**CASE SUMMARY**  
**CASE NO. A-10-632338-C**

*Pardee's Motion for Attorney's Fees and Costs*

08/15/2016	<b>Motion for Attorney Fees and Costs</b> (9:00 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiffs' Motion for Attorney's Fees and Costs</i>
08/15/2016	<b>Opposition and Countermotion</b> (9:00 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiffs' Opposition to Defendant, Pardee Homes of Nevada's, Motion to Amend Judgment and Plaintiffs' Countermotion for Attorneys' Fees and Costs Pursuant to NRS 18.010 and EDCR 7.60</i>
08/15/2016	 <b>All Pending Motions</b> (9:00 AM) (Judicial Officer: Earley, Kerry)
08/24/2016	 Reporters Transcript <i>Reporter's Transcript of Proceedings 8-15-16</i>
09/12/2016	 Brief Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Brief on Interest Pursuant to the Court's Order Entered on August 15, 2016</i>
09/13/2016	 Receipt of Copy Filed by: Counter Defendant Wolfram, James <i>Receipt of Copy</i>
10/17/2016	 Supplemental Brief Filed By: Counter Claimant Pardee Homes of Nevada <i>Pardee's Supplemental Brief Regarding Pre- and Post-Judgment Interest Pursuant to the Court's Order</i>
11/04/2016	 Reply in Support Filed By: Counter Defendant Wolfram, James <i>Plaintiffs' Reply Brief in Support of Brief on Interest Pursuant to the Court's Order Entered on August 15, 2016</i>
12/09/2016	 Stipulation and Order Filed by: Counter Defendant Wolfram, James <i>Stipulation and Order for Extension of Time to File Plaintiffs' Reply Brief</i>
12/12/2016	 <b>Motion</b> (3:00 AM) (Judicial Officer: Earley, Kerry) <i>Plaintiff's Motion to Assess Interest</i>
12/13/2016	 Notice of Entry of Order Filed By: Counter Defendant Wolfram, James <i>Notice of Entry of Stipulation and Order for Extension of Time to File Plaintiffs' Reply Brief</i>
01/09/2017	 Order Filed By: Counter Defendant Wolfram, James <i>Order and Judgment from August 15, 2016 Hearings Regarding Plaintiff's Motion for Attorney's Fees and Costs</i>
01/09/2017	 Order Denying Filed By: Counter Defendant Wolfram, James <i>Order and Judgment from August 15, 2016 Hearings Regarding Defendant's Motion For Attorney's Fees and Cost</i>
01/09/2017	 Order Denying

# CASE SUMMARY

## CASE NO. A-10-632338-C

	<p>Filed By: Counter Defendant Wolfram, James  <i>Order and Judgment from August 15, 2016 Hearings Regarding Defendant's Motion to Amend Judgment</i></p>
01/09/2017	<p><b>Judgment Plus Interest</b> (Judicial Officer: Earley, Kerry)  Debtors: Pardee Homes of Nevada (Defendant)  Creditors: James Wolfram (Plaintiff), Angela L. Limbocker-Wilkes (Plaintiff)  Judgment: 01/09/2017, Docketed: 01/17/2017  Total Judgment: 428,462.75</p>
01/10/2017	<p> Notice of Entry of Order  Filed By: Counter Defendant Wolfram, James  <i>Notice of Entry of Order and Judgment from August 15, 2016 Hearings Regarding Plaintiff's Motion for Attorney's Fees and Costs</i></p>
01/10/2017	<p> Notice of Entry of Order  Filed By: Counter Defendant Wolfram, James  <i>Notice of Entry of Order and Judgment from August 15, 2016 Hearings Regarding Defendant's Motion for Attorney's Fees</i></p>
01/10/2017	<p> Notice of Entry of Order  Filed By: Counter Defendant Wolfram, James  <i>Notice of Entry of Order and Judgment from August 15, 2016 Hearings Regarding Defendant's Motion to Amend Judgment</i></p>
01/12/2017	<p> Order  Filed By: Counter Claimant Pardee Homes of Nevada  <i>Order on Defendant's Motion to Retax Plaintiffs' Memorandum of Costs Filed May 23, 2016</i></p>
01/12/2017	<p> Notice of Entry of Order  Filed By: Counter Claimant Pardee Homes of Nevada  <i>Notice of Entry of Order</i></p>
01/12/2017	<p> Order Denying  Filed By: Counter Claimant Pardee Homes of Nevada  <i>Order on Plaintiffs' Countermotion for Attorney's Fees and Costs Pursuant to NRS 18.010 and EDCR 7.60</i></p>
01/12/2017	<p><b>Order</b> (Judicial Officer: Earley, Kerry)  Debtors: Pardee Homes of Nevada (Defendant)  Creditors: James Wolfram (Plaintiff), Angela L. Limbocker-Wilkes (Plaintiff)  Judgment: 01/12/2017, Docketed: 01/17/2017  Total Judgment: 56,129.56</p>
01/13/2017	<p> Notice of Entry of Order  Filed By: Counter Claimant Pardee Homes of Nevada  <i>Notice of Entry of Order</i></p>
02/08/2017	<p> Notice of Appeal  Filed By: Counter Claimant Pardee Homes of Nevada  <i>Pardee Homes of Nevada's Notice of Appeal Regarding Judgment and Post-Judgment Orders</i></p>
02/08/2017	<p> Case Appeal Statement  Filed By: Counter Claimant Pardee Homes of Nevada  <i>Pardee Homes of Nevada's Case Appeal Statement</i></p>

**DEPARTMENT 4**  
**CASE SUMMARY**  
**CASE NO. A-10-632338-C**

\_\_\_ County, Nevada

XXIII

Case No. \_\_\_\_\_

(Assigned by Clerk's Office)

**I. Party Information**

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

JAMES WOLFRAM and WALT WILKES

Attorney (name/address/phone):

JAMES J. JIMMERSON, ESQ./JIMMERSONHANSEN.P.C  
 415 S. Sixth Street  
 Las Vegas, NV 89101  
 (702) 388-7171

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

PARDEE HOMES OF NEVADA

Attorney (name/address/phone):

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

- ☐ **Landlord/Tenant**
- ☐ Unlawful Detainer
- ☐ **Title to Property**
- ☐ Foreclosure
- ☐ Liens
- ☐ Quiet Title
- ☐ Specific Performance
- ☐ **Condemnation/Eminent Domain**
- ☐ **Other Real Property**
- ☐ Partition
- ☐ Planning/Zoning

**Torts**

- ☐ **Negligence**
- ☐ Negligence – Auto
- ☐ Negligence – Medical/Dental
- ☐ Negligence – Premises Liability (Slip/Fall)
- ☐ Negligence – Other
- ☐ **Product Liability**
- ☐ Product Liability/Motor Vehicle
- ☐ Other Torts/Product Liability
- ☐ **Intentional Misconduct**
- ☐ Torts/Defamation (Libel/Slander)
- ☐ Interfere with Contract Rights
- ☐ **Employment Torts** (Wrongful termination)
- ☐ **Other Torts**
- ☐ Anti-trust
- ☐ Fraud/Misrepresentation
- ☐ Insurance
- ☐ Legal Tort
- ☐ Unfair Competition

**Probate**

- ☐ **Summary Administration**
- ☐ **General Administration**
- ☐ **Special Administration**
- ☐ **Set Aside Estates**
- ☐ **Trust/Conservatorships**
- ☐ Individual Trustee
- ☐ Corporate Trustee
- ☐ **Other Probate**

**Other Civil Filing Types**

- ☐ **Construction Defect**
- ☐ Chapter 40
- ☐ General
- ☒ **Breach of Contract**
- ☐ Building & Construction
- ☐ Insurance Carrier
- ☐ Commercial Instrument
- ☒ Other Contracts/Acct/Judgment
- ☐ Collection of Actions
- ☐ Employment Contract
- ☐ Guarantee
- ☐ Sale Contract
- ☐ Uniform Commercial Code
- ☐ **Civil Petition for Judicial Review**
- ☐ Other Administrative Law
- ☐ Department of Motor Vehicles
- ☐ Worker's Compensation Appeal
- ☐ **Appeal from Lower Court** (also check applicable civil case box)
- ☐ Transfer from Justice Court
- ☐ Justice Court Civil Appeal
- ☐ **Civil Writ**
- ☐ Other Special Proceeding
- ☐ **Other Civil Filing**
- ☐ Compromise of Minor's Claim
- ☐ Conversion of Property
- ☐ Damage to Property
- ☐ Employment Security
- ☐ Enforcement of Judgment
- ☐ Foreign Judgment – Civil
- ☐ Other Personal Property
- ☐ Recovery of Property
- ☐ Stockholder Suit
- ☐ Other Civil Matters

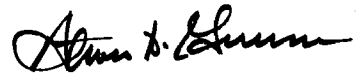
**III. Business Court Requested** (Please check applicable category; for Clark or Washoe Counties only.)

- ☐ NRS Chapters 78-88
- ☐ Investments (NRS 104 Art. 8)
- ☐ Enhanced Case Mgmt/Business
- ☐ Commodities (NRS 90)
- ☐ Deceptive Trade Practices (NRS 598)
- ☐ Other Business Court Matters
- ☐ Securities (NRS 90)
- ☐ Trademarks (NRS 600A)

Date

12/29/16

Signature of initiating party or representative

  
CLERK OF THE COURT

1     ORDR

2                             DISTRICT COURT  
3                             CLARK COUNTY, NEVADA

4     JAMES WOLFRAM and  
5     WALT WILKES,

6                             Plaintiffs,

7     vs.

8     PARDEE HOMES OF NEVADA,

9                             Defendant.

CASE NO.:   A-10-632338-C

DEPT NO.:   IV

Trial Date: October 23, 2013

10    AND RELATED CLAIMS

11                             **FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER**

12                             On October 23, 2013, this matter came on for bench trial before the Honorable Kerry L.  
13     Earley. The Court, having reviewed the record, the testimony of witnesses, the documentary  
14     evidence, stipulations of counsel, the papers submitted by the respective parties, and considered the  
15     arguments of counsel at trial in this matter, with good cause appearing therefor, the Court now enters  
16     the following Findings of Fact and Conclusions of Law. Plaintiffs James Wolfram ("Wolfram") and  
17     Walt Wilkes ("Wilkes") (collectively "Plaintiffs") filed this action against defendant Pardee Homes  
18     of Nevada ("Pardee") alleging claims for breach of contract, breach of the covenant of good faith  
19     and fair dealing, and accounting related to a Commission Agreement entered into on September 1,  
20     2004, between Plaintiffs and Pardee (See Second Amended Complaint). As a conditional  
21     counterclaim, Pardee alleges against Plaintiffs breach of the covenant of good faith and fair dealing  
22     arising from the Commission Agreement.  
23

24                             **I.     FINDINGS OF FACT**

25                             **A.     THE PARTIES**

26                             1.     Plaintiffs James Wolfram and Walt Wilkes have been licensed real estate  
27  
28

1 brokers working in Southern Nevada and the surrounding area for over 35 years.

2           2. Plaintiff Wolfram previously worked for Award Realty Group. Plaintiff  
3 Wilkes previously worked for General Realty Group. In a previous order, the Court ruled that  
4 Wolfram and Wilkes were assigned all claims from Award Realty Group and General Realty Group,  
5 and, therefore, had standing to assert the claims at issue.

6           3. Defendant Pardee Homes of Nevada ("Pardee") is a Nevada corporation  
7 operating as a residential homebuilder constructing homes and other structures in Southern Nevada  
8 and elsewhere.

9           4. In the 1990's, Harvey Whittemore, through his then-owned company, Coyote  
10 Springs Investment LLC ("CSI") began developing a project to be known as ("Coyote Springs".)  
11 The project included over 43,000 acres of unimproved real property located north of Las Vegas in  
12 the Counties of Clark and Lincoln.

13           5. In 2002, Plaintiffs had begun tracking the status and progress of Coyote  
14 Springs located in the Counties of Clark and Lincoln, Nevada.

15           6. By 2002, Plaintiffs had become acquainted with Jon Lash, who was then  
16 responsible for land acquisition for Pardee's parent company, Pardee Homes. Plaintiffs had  
17 previously worked with Mr. Lash in the pursuit of different real estate transactions, but none were  
18 ever consummated prior to the Coyote Springs transaction.

19           7. After learning that Mr. Whittemore had obtained water rights for Coyote  
20 Springs, Plaintiffs contacted Mr. Lash and asked if he would be interested in meeting with Mr.  
21 Whittemore of CSI, for the purposes of entering into an agreement for the purchase of real property  
22 in Coyote Springs. When Mr. Lash agreed, Plaintiffs contacted Mr. Whittemore advising they had a  
23 client interested in Coyote Springs and wanted to schedule a meeting.

24           8. Mr. Lash agreed to allow Plaintiffs to represent Pardee as a potential  
25 purchaser, and a meeting was scheduled to take place at Pardee's office in Las Vegas. Present at the  
26 meeting were Plaintiffs, Mr. Whittemore from CSI, and Mr. Lash and Mr. Klif Andrews from  
27 Pardee. While this meeting was introductory in nature, it ultimately resulted in plans to structure a  
28



1 deal between Pardee and CSI to develop Coyote Springs after approximately 200 meetings between  
2 Pardee and CSI. During the extensive negotiating process, Mr. Whittemore, on behalf of CSI,  
3 expressed CSI's decision to only sell certain portions of real estate at Coyote Springs. Pardee made  
4 it clear that it only wanted to purchase the land designated as single-family detached production  
5 residential ("Production Residential Property") at Coyote Springs. At that time it was understood by  
6 Pardee and CSI, that CSI was to maintain ownership and control of all other land at Coyote Springs  
7 including land designated as commercial land, multi-family land, the custom lots, the golf courses,  
8 the industrial lands, as well as all other development deals at Coyote Springs.

9 9. Plaintiffs only participated in the initial meeting, as Pardee and CSI informed  
10 Plaintiffs their participation was not required for any of the negotiations by Pardee to purchase  
11 Production Residential Property. As such, Plaintiffs were the procuring cause of Pardee's right to  
12 buy Production Residential Property in Coyote Springs from CSI.

13 **B. OPTION AGREEMENT BETWEEN CSI and PARDEE AND COMMISSION**  
14 **AGREEMENT**  
15

16 10. In or about May 2004, Pardee and CSI entered into a written agreement  
17 entitled Option Agreement for the Purchase of Real Property and Joint Escrow Instructions ("Option  
18 Agreement"), which set forth the terms of the deal, among many others, concerning Pardee's  
19 acquisition of the Production Residential Property from CSI at Coyote Springs.

20 11. Prior to the Commission Agreement at issue in this case being agreed upon  
21 between Pardee and Plaintiffs, the Option Agreement was amended twice. First, on July 28, 2004,  
22 Pardee and CSI executed the Amendment to Option Agreement for the Purchase of Real Property  
23 and Joint Escrow Instructions. Subsequently, on August 31, 2004, Pardee and CSI executed the  
24 Amendment No. 2 to Option Agreement for the Purchase of Real Property and Joint Escrow  
25 Instructions. (The Option Agreement, along with the subsequent amendments, will be collectively  
26 referred to as the "Option Agreement"). Plaintiffs acknowledged receiving the Option Agreement  
27 and the two amendments.  
28

1           12.     At the time of Pardee's and CSI's original negotiations, the land was the  
2 rawest of all in terms of land development. No zoning, parceling, mapping, entitlements, permitting,  
3 etc., had been accomplished. All of that work had yet to be done. At that time multiple issues were  
4 outstanding that would impact the boundaries of any land to be acquired by Pardee from CSI for  
5 Production Residential Property. Those issues included, among others, the BLM reconfiguration,  
6 Moapa Dace and other wildlife protections, moving a utility corridor from Coyote Springs to federal  
7 lands, and the design by Jack Nicklaus of the golf courses. At multiple places in the Option  
8 Agreement it was acknowledged by CSI and Pardee that boundaries of various lands would change.

9           13.     At the same time Pardee was negotiating with CSI, Pardee was also  
10 negotiating with Plaintiffs concerning their finders' fee/commissions. Pardee and Plaintiffs  
11 extensively negotiated the Commission Agreement dated September 1, 2004. Plaintiffs were  
12 represented by James J. Jimmerson, Esq. throughout those negotiations. Plaintiffs offered edits, and  
13 input was accepted into the Commission Agreement under negotiation, with certain of their input  
14 accepted by Pardee. The Plaintiffs' and Pardee's obligations to each other were agreed to be set  
15 forth within the four corners of the Commission Agreement. Plaintiffs and Pardee acknowledge that  
16 the Commission Agreement was an arms-length transaction.

17           14.     The Commission Agreement between Plaintiffs and Pardee provided that, in  
18 exchange for the procuring services rendered by Plaintiffs, Pardee agreed to (1) pay to Plaintiffs  
19 certain commissions for land purchased from CSI, and (2) send Plaintiffs information concerning the  
20 real estate purchases made under the Option Agreement and the corresponding commission  
21 payments.

22           15.     Since Mr. Wolfram and Mr. Wilkes had already performed services for  
23 Pardee, the Commission Agreement placed no affirmative obligation on them.

24           16.     The Commission Agreement, dated September 1, 2004, was executed by  
25 Pardee on September 2, 2004, by Mr. Wolfram on September 6, 2006, and Mr. Wilkes on September  
26 4, 2004.

1           17. The Commission Agreement provides for the payment of "broker  
2 commission[s]" to Plaintiffs in the event that Pardee approved the transaction during the  
3 Contingency Period, equal to the following amounts:

4           (i) Pardee shall pay four percent (4%) of the Purchase Property Price  
5 payments made by Pardee pursuant to Paragraph 1 of the Option  
6 Agreement up to a maximum of Fifty Million Dollars (\$50,000,000);

7           (ii) Then, Pardee shall pay one and one-half percent (1-1/2%) of the  
8 remaining Purchase Property Price payments made by Pardee pursuant  
9 to paragraph 1 of the Option Agreement in the aggregate amount of  
Sixteen Million Dollars (\$16,000,000); and

10          (iii) Then, with respect to any portion of the Option Property  
11 purchased by Pardee pursuant to paragraph 2 of the Option  
12 Agreement, Pardee shall pay one and one-half percent (1-1/2%) of the  
amount derived by multiplying the number of acres purchased by  
Pardee by Forty Thousand Dollars (\$40,000).

13          18. The Commission Agreement states that all of the capitalized terms used in the  
14 Commission Agreement shall have the exact meanings set forth in the Option Agreement. Copies of  
15 the Option Agreement, the amendments including changes to the Purchase Property Price, and the  
16 subsequent Amended and Restated Option Agreement were given to Plaintiffs by Stewart Title  
17 Company, the escrow company chosen by Pardee and CSI to handle all of its land transactions.  
18 Plaintiffs also acknowledge receiving these documents. However, Amendments 1 through 8 to the  
19 Amended and Restated Option Agreement between CSI and Pardee were not provided to Plaintiffs  
20 until after this litigation was commenced by Plaintiffs.

21          19. The term "Purchase Property Price" was defined in Amendment No. 2 to the  
22 Option Agreement as Eighty-Four Million Dollars (\$84,000,000), which was payable in installments  
23 over a period of time. The due dates for commissions' payable under paragraphs i and ii were  
24 described in the Commission Agreement as follows:

25               Pardee shall make the first commission payment to you upon the Initial  
26 Purchase Closing (which is scheduled to occur thirty (30) days following the  
27 Settlement Date) with respect to the aggregate Deposits made prior to that  
28 time. Pardee shall make each additional commission payment pursuant to

1 clauses (i) and (ii) above concurrently with the applicable Purchase Property  
2 Price payment to Coyote.

3 20. By virtue of Amendment No. 2 increasing the Purchase Property Price from  
4 \$66 million to \$84 million, Plaintiffs became entitled to commissions on the increased Purchased  
5 Property Price, which they subsequently received.

6 21. Commission payments required under paragraphs i and ii were not dependent  
7 upon acreage or location of the lands being acquired, or upon the closing of any land transaction. In  
8 sum, when Pardee paid CSI a portion of the Purchase Property Price, under the agreed schedule,  
9 then Plaintiffs were also paid their commission. Pardee and CSI anticipated that the Purchase  
10 Property would be, and was, cooperatively mapped and entitled before the specific location of any  
11 lands designated for single family detached production residential would be transferred by CSI to  
12 Pardee.

13 22. The due date for any commissions payable under paragraph iii was described  
14 in the Commission Agreement as follows: "Thereafter, Pardee shall make such commission  
15 payment pursuant to clause (iii) above concurrently with the close of escrow on Pardee's purchase of  
16 the applicable portion of the Option Property; provided, however, that in the event the required  
17 Parcel Map creating the applicable Option Parcel has not been recorded as of the scheduled Option  
18 Closing, as described in paragraph 9(c) of the Option Agreement, the commission shall be paid into  
19 escrow concurrently with Pardee's deposit of the Option Property Price into escrow and the  
20 commission shall be paid directly from the proceeds of said Escrow."

21 23. The general term "Option Property" is defined in the Option Agreement as  
22 follows: "the remaining portion of the Entire Site which is or becomes designated for single-family  
23 detached production residential use, as described below . . . in a number of separate phases (referred  
24 to herein collectively as the "Option Parcels" and individually as an "Option Parcel"), upon the  
25 terms and conditions hereinafter set forth." The general definition of "Option Property" was never  
26 changed by CSI and Pardee in any documents amending either the initial Option Agreement or the  
27 subsequent Amended and Restated Option Agreement. The definitions of other capitalized terms  
28 found within the Commission Agreement were never changed by CSI and Pardee.

1           24. The Commission Agreement requires Pardee to provide Plaintiffs with  
2 notifications and information concerning future transactions between Pardee and CSI under the  
3 Option Agreement. Specifically, the Commission Agreement states:

4           Pardee shall provide to each of you a copy of each written option  
5 exercise notice given pursuant to paragraph 2 of the Option  
6 Agreement, together with information as to the number of acres  
7 involved and the scheduled closing date. In addition, Pardee shall  
8 keep each of you reasonably informed as to all matters relating to the  
9 amount and due dates of your commission payments. (Emphasis  
10 Added)

11           25. After executing the Commission Agreement, Plaintiffs never entered into  
12 another agreement with Pardee concerning the development of Coyote Springs.

13           26. Pardee's purchase of the "Purchase Property Price" property and any Option  
14 Property designated in the future as single family detached production residential lands was a  
15 separate and distinct transaction from any other purchases by Pardee from CSI for unrelated property  
16 at Coyote Springs.

17           27. The relationship between Pardee and Plaintiffs was such that Plaintiffs  
18 reasonably imparted special confidence in Pardee to faithfully inform them of the developments at  
19 Coyote Springs which would impact their future commission payments. Pardee and CSI agreed to  
20 designate documents relevant to the development of Coyote Springs as confidential. Among said  
21 documents were documents relating to the designation of the type of property Pardee was purchasing  
22 from CSI during the development of Coyote Springs that were part of a distinct and separate  
23 agreement between Pardee and CSI.

24           28. The designation of the type of property Pardee was purchasing from CSI  
25 during the development of Coyote Springs was material to Plaintiffs to verify if the commissions  
26 they had received were accurate and, if not, what amount they were entitled as further commissions  
27 pursuant to the Commission Agreement.

28           29. Pardee should have known that the Plaintiffs needed to have access to  
information specifying the designation as to the type of property being purchased by Pardee from  
CSI during the development of Coyote Springs to verify the accuracy of their commissions.

1                   30.     Although certain documents were public record regarding the development of  
2 Coyote Springs, the documents referencing internally set land designations for certain land in  
3 Coyote Springs were not available to Plaintiffs.

4                   **C.     PARDEE'S PERFORMANCE UNDER THE COMMISSION AGREEMENT**  
5

6                   31.     Pardee did purchase "Purchase Property Price" property from CSI for  
7 \$84,000,000.00. Plaintiffs have been paid in full their commissions on the \$84,000,000.00 Purchase  
8 Property Price.

9                   32.     Plaintiffs were informed of the amount and due dates of each commission  
10 payment for the Purchase Property Price: first through Stewart Title Company, and then Chicago  
11 Title Company, pursuant to the Commission Agreement.  
12

13                  33.     Under the express terms of the Commission Agreement, pursuant to  
14 paragraphs i and ii, these commissions were based solely on the Purchase Property Price for the  
15 land, not the number of acres acquired or the location of those acres. Under the Purchase Property  
16 formula, they were entitled to a percentage of the Purchase Property Price. There was no benefit or  
17 additional commission for additional acreage being purchased if there is no corresponding increase  
18 in price.

19                  34.     Plaintiffs were paid a total of \$2,632,000.00 in commissions pursuant to  
20 paragraphs i and ii of the Commission Agreement.

21                  35.     Pardee did not pay more than 84,000,000.00 as the Purchase Property Price to  
22 CSI under the Option Agreement, the Amended and Restated Option Agreement, or any  
23 amendments thereto. CSI has never received more than \$84,000,000.00 as payment under the  
24 Option Agreement, the Amended and Restated Option Agreement, or any amendments thereto.

25                  36.     No commission to Plaintiffs is payable under clause (iii) of the Commission  
26 Agreement unless the property purchased fell within the definition of Option Property purchased  
27 pursuant to paragraph 2 of the Option Agreement.  
28

1 Pardee as of the present time has not exercised any options to purchase single  
2 family production residential property pursuant to paragraph 2 of the Option Agreement. Therefore,  
3 Pardee as of the present time does not owe any commission to Plaintiffs under paragraph iii of the  
4 Commission Agreement.

5 37. The other provision of the Commission Agreement alleged by Plaintiffs to  
6 have been breached states as follows:

7 Pardee shall provide to each of you a copy of each written option  
8 exercise notice given pursuant to paragraph 2 of the Option  
9 Agreement, together with information as to the number of acres  
10 involved and the scheduled closing date. In addition, Pardee shall  
keep each of you reasonably informed as to all matters relating to the  
amount and due dates of your commission payments.

11 38. Pardee did provide information relating to the amount and due dates on  
12 Plaintiffs' commission payments under paragraphs i and ii. Specifically, Plaintiffs were paid their  
13 first commission at the Initial Purchase Closing and then each commission thereafter concurrently  
14 with each Purchase Property Price payment made by Pardee to CSI pursuant to Amendment No. 2 to  
15 the Option Agreement as was required by the Commission Agreement. Each commission payment  
16 was made pursuant to an Order to Pay Commission to Broker prepared by Stewart Title (later  
17 Chicago Title) which contained information including the date, escrow number, name of title  
18 company, percentage of commission to be paid, to whom and the split between Plaintiffs. Each  
19 Order to Pay Commission to Broker was signed by Pardee and sent to either Plaintiffs brokerage  
20 firms or Plaintiffs directly. Each commission check received by Plaintiffs contained the amount,  
21 escrow number, payee and payer, along with a memo explaining how the amount was determined.  
22 When Plaintiffs were overpaid commissions, a letter was sent by Pardee explaining the overpayment  
23 and how the amount and due dates to compensate for the overpayment would be handled. An  
24 Amended Order to Pay Commission to Broker reflecting these changes was sent to and signed by  
25 each Plaintiff. A letter was sent by Pardee to Plaintiffs informing them when Pardee made its last  
26 payment of the Purchase Property Price to CSI.

27 39. However, from the documents in Plaintiffs' possession provided by Pardee,  
28

1 Plaintiffs were unable to verify the accuracy of any commission payments that may have been due  
2 and owing pursuant to paragraph iii of the Commission Agreement. The documents in Plaintiffs'  
3 possession included the Option Agreement and Amendments No. 1 and No. 2 to the Option  
4 Agreement, the Amended and Restated Option Agreement, various Orders to Pay Commissions, and  
5 their commission payments. Amendments Nos. 1 through 8 to the Amended Restated Option  
6 Agreement were not provided to Plaintiffs until after commencement of this litigation.

7 40. When Plaintiffs began requesting information regarding Pardee's land  
8 acquisitions from CSI, the only information provided by Pardee was the location of the Purchase  
9 Property purchased for the Purchase Property Price from CSI. All information provided was limited  
10 to the single family production property acquisitions. Pardee informed the Plaintiffs that it had  
11 purchased from CSI additional property at the Coyote Springs development, but took the position  
12 that any documentation regarding the designations of the use of the additionally purchased property  
13 was confidential and would not be provided to Plaintiffs. Interestingly, Pardee had already provided  
14 to Plaintiffs the initial Option Agreement, Amendments No. 1 and 2 and the Amended Restated  
15 Option Agreement, which were also confidential documents between Pardee and CSI.

16 41. Although Pardee co-developed with CSI a separate land transaction  
17 agreement for the acquisition of lands designated for other uses than single family detached  
18 production residential lots, Pardee had a separate duty to Plaintiffs pursuant to the Commission  
19 Agreement to provide information so Plaintiffs could verify the accuracy of their commission  
20 payments.

21 42. Without access to the information regarding the type of land designation that  
22 was purchased by Pardee as part of the separate land transaction with CSI, Plaintiffs were not  
23 reasonably informed as to all matters relating to the amount of their commission payments as they  
24 could not verify the accuracy of their commission payments.

25 43. Although the complete documentation when provided in this litigation  
26 verified that Plaintiffs were not due any further commissions at this time for the additional purchases  
27 of land by Pardee, Pardee still had a duty to provide sufficient information regarding the designation  
28



1 of the type of land that had been purchased to Plaintiffs. Plaintiff Wolfram attempted through public  
2 records to ascertain information regarding the additional lands, but he was unable to verify the  
3 required information of the land use designations.

4 44. Plaintiffs have also contended that they are entitled to a commission if Pardee  
5 re-designates any of its land purchased from CSI to single family production residential property.  
6 Plaintiffs are not entitled to commissions on any re-designation of lands by Pardee pursuant to the  
7 Commission Agreement.

## 8 II. CONCLUSIONS OF LAW

### 9 A. PLAINTIFFS' CAUSE OF ACTION FOR BREACH OF CONTRACT

10 1. To sustain a claim for breach of contract, Plaintiffs must establish (1) the  
11 existence of a valid contract between Plaintiffs and Defendant; (2) a breach by Defendant, and (3)  
12 damages as a result of the breach. *Richardson v. Jones*, 1 Nev. 405, 405 (1865); *Calloway v. City of*  
13 *Reno*, 116 Nev. 250, 256, 993 P.3d 1259, 1263 (2000) (*overruled on other grounds by Olson v.*  
14 *Richard*, 120 Nev. 240, 241–44, 89 P.3d 31, 31–33 (2004)).

15 2. Contract interpretation strives to discern and give effect to the parties'  
16 intended meaning...before an interpreting court can conclusively declare a contract ambiguous or  
17 unambiguous, it must consult the context in which the parties exchanged promises. *Galardi v.*  
18 *Naples Polaris*, 129 Nev. Adv. Op. 33, 301 P.3d 364, 367 (2013).

19 3. Contractual provisions should be harmonized whenever possible, and  
20 construed to reach a reasonable solution. *Eversole v. Sunrise Villas VIII Homeowners Ass'n*, 112  
21 Nev. 1255, 1260, 925 P.2d 505, 509 (1996).

22 4. The Commission Letter Agreement constitutes a valid and enforceable  
23 contract between Plaintiffs and Defendant.

1           5.     Pardee agreed to pay commissions and provide information to keep Plaintiffs  
2 reasonably informed as to all matters relating to the amount and due date of their commissions  
3 pursuant to the express terms of the Commission Agreement.

4           6.     The language of the Commission Agreement required the payment of  
5 commissions under paragraphs i and ii according to percentages of the Purchase Property Price.  
6 Undisputedly, those commissions were paid.

7           7.     The Commission Agreement also required Pardee to pay commissions on the  
8 purchase of Option Property if Pardee exercised its option to purchase Option Property pursuant to  
9 paragraph 2 of the Option Agreement.

10          8.     Pardee has never exercised any such option.

11          9.     Pardee paid Plaintiffs in full and timely commissions on the \$84,000,000.00  
12 Purchase Property Price.

13          10.    The Purchase Property Price was \$84,000,000.00.

14          11.    CSI has not received more than \$84,000,000.00 for the single family detached  
15 production residential land acquisition by Pardee from CSI at the Coyote Springs project.

16          12.    From the very beginning, CSI and Pardee acknowledged that the specific  
17 boundaries of the Purchase Property and Option Property may change, for a variety of reasons.  
18 There are many references to the changing boundaries of property at Coyote Springs in Pardee's and  
19 CSI's Option Agreement. There are many factors that necessitated those changes, including the  
20 BLM configuration, moving the utility corridor, mapping, the subdivision process, the entitlement  
21 and permitting processes, the Moapa Dace issue and other wildlife issues, and the design by Jack  
22 Nicklaus of the golf courses. There were a number of factors that were out of CSI's and Pardee's  
23 control that were expected to change and did change the boundaries and configuration of the  
24 Purchase Property. As a result of those boundaries changing, so too did the potential boundaries for  
25 Option Property change.

26          13.    The Plaintiffs' commissions pursuant to paragraphs i and ii were solely based  
27 on the Purchase Property Price, not the acreage acquired by Pardee or its location or its closing.  
28

1 Therefore, the change in boundaries had absolutely no impact on the amount or due date of  
2 Plaintiffs' commissions.

3 14. Plaintiffs were also entitled to be paid commissions if Pardee exercised  
4 option(s) to purchase Option Property pursuant to paragraph 2 of the Option Agreement. To exercise  
5 such an option is a multi-step process involving a myriad of written documents. If such an option  
6 had been exercised by Pardee those documents would be found in the public record. Since Pardee as  
7 of the present time has not exercised any options pursuant to paragraph 2 of the Option Agreement,  
8 no commissions are due at the present time to Plaintiffs.

9 15. In addition, the Commission Agreement required Pardee to keep Plaintiffs  
10 reasonably informed as to all matters relating to the amount and due dates of Plaintiffs' commission  
11 payments.

12 16. Plaintiffs did not receive amendments 1 through 8 to the Amended and  
13 Restated Option Agreement. Although those amendments did not change Plaintiffs' commissions  
14 due under the Commission Agreement, the information contained in the amendments contained the  
15 designation information about the separate land transactions involving multi-family, custom lots,  
16 and commercial. This information was needed by Plaintiffs as it was necessary to determine the  
17 impact, if any on their commission payments. However, Pardee could have provided the requisite  
18 information in various forms other than the amendments. Pardee failed to provide information in any  
19 form required by Plaintiffs to determine the accuracy of their commission payments.

20 17. Pardee did not keep Plaintiffs reasonably informed as to all matters relating to  
21 the amount of their commission payments that would be due and owing pursuant to the Commission  
22 Agreement. Therefore, Pardee breached the Commission Agreement.

23 18. Plaintiffs satisfied any and all of their obligations under the Commission  
24 Agreement.

25 19. In order to award consequential damages, the damages claimed for the breach  
26 of contract must be foreseeable. *See Barnes v. W.U. Tel. Co.*, 27 Nev. 438, 76 P. 931 (1904). Under  
27 the watershed case, *Hadley v. Baxendale*, 156 Eng. Rep. 145, 151 (1854), foreseeability requires  
28

1 that: (1) damages for loss must “fairly and reasonably be considered [as] arising naturally . . . from  
2 such breach of contract itself,” and (2) the loss must be “such as may reasonably be supposed to  
3 have been in the contemplation of both parties, at the time they made the contract as the probable  
4 result of the breach of it.” See Clark County School District v. Rolling Plains Const., Inc., 117 Nev.  
5 101, 106, 16 P.3d 1079, 1082 (2001) (disapproved of on other grounds, 117 Nev. 948). Stated  
6 another way, the damages claimed for the breach of contract must be foreseeable. Id.

7           20. Plaintiffs suffered foreseeable damages due to Defendant’s breach of not  
8 keeping Plaintiffs reasonably informed as to all matters relating to the amount due and owing on the  
9 Commission Agreement in the form of their time and efforts attempting to obtain the information  
10 owed to them pursuant to the Commission Agreement. The testimony by Plaintiff Wolfram was that  
11 he expended 80 hours of time to obtain said information by going through public records and  
12 contacting different sources. Using a rate of \$75.00 per hour for Mr. Wolfram’s time as a real estate  
13 agent, the damages total \$6,000.00.

14           21. Plaintiffs also suffered damages in the form of the attorney’s fees and costs  
15 incurred as they were necessary and reasonably foreseeable to obtain the requisite information  
16 regarding the land designations of land acquired by Pardee from CSI in the Coyote Development  
17 pursuant to the separate transaction between Pardee and CSI. Plaintiffs specifically requested  
18 numerous times from Pardee information to determine the land designations of these additional  
19 purchases, but to no avail. In fact, Mr. Lash on behalf of Pardee instructed a third party that said  
20 information should not be provided. CSI was not able to provide the requisite information due to the  
21 confidentiality agreement with Pardee. Plaintiffs had no alternative but to file suit, use the litigation  
22 process to obtain the requisite information, and request an equitable remedy from this Court to  
23 obtain said information in the future. The above-referenced facts allow this Court to award  
24 reasonable attorney’s fees and costs as special damages. See Liu v. Christopher Homes, LLC, 103,  
25 Nev. Adv. Op. 17, 321 P.3d, 875 (2014); Sandy Valley Assoc v. Sky Ranch Owners Assoc., 117 Nev.  
26 948, 35 P.3d 964 (2001).

27           Mr. Jimmerson testified regarding the attorney’s fees and costs to pursue the  
28

1 Plaintiffs' claim for acquiring the information from Pardee related to the Plaintiffs' commission  
2 amounts based on billings contained in exhibits 31A. The damages for reasonable attorneys' fees  
3 and costs are \$135,500.00.

4           **B.       PLAINTIFFS' CAUSE OF ACTION FOR BREACH OF THE COVENANT OF**  
5 **GOOD FAITH AND FAIR DEALING**  
6

7           1.       To sustain a claim for breach of the implied covenant of good faith and fair  
8 dealing sounding in contract, Plaintiffs must establish: (1) Plaintiffs and Defendant were parties to  
9 the contract; (2) the Defendant owed a duty of good faith to Plaintiffs; (3) the Defendant breached  
10 that duty by performing in a manner that was unfaithful to the purpose of the contract; and (4)  
11 Plaintiff's justified expectations were thus denied. See Perry v. Jordan, 111 Nev. 943, 947, 900  
12 P.2d 335, 338 (1995);

13           2.       An implied covenant of good faith and fair dealing is recognized in every  
14 contract under Nevada law. Consolidated Generator-Nevada, Inc. v. Cummins Engine Co., Inc., 114  
15 Nev. 1304, 1311, 971 P.2d 1251, 1256 (1998). Under the implied covenant, each party must act in a  
16 manner that is faithful to the purpose of the contract and the justified expectations of the other party.  
17 Morris v. Bank of America Nevada, 110 Nev. 1274, 1278 n. 2, 886 P.2d 454, 457 (1994). The  
18 implied covenant of good faith and fair dealing forbids arbitrary, unfair acts by one party that  
19 disadvantages the other. Frantz v. Johnson, 116 Nev. 455, 465 n. 4., 999 P.2d 351, 358 (2000).

20           3.       Plaintiffs, pursuant to the Commission Agreement, were entitled to  
21 commissions for Purchase Price Property and Option Property. Plaintiffs had justifiable expectations  
22 that Pardee would keep Plaintiffs reasonably informed as to all matters related to the amount and due  
23 dates of their commission payments.

24           4.       Plaintiffs needed sufficient information regarding purchases of land by Pardee  
25 from CSI at Coyote Springs to enable Plaintiffs to verify the accuracy of commission payments. The  
26 designation of the land purchased by Pardee from CSI was the basis for Plaintiffs' entitlement to  
27 commissions pursuant to Option Property under iii of the Commission Agreement.  
28

5. Pardee was not faithful to the purpose of the Commission Agreement by failing to provide information regarding other land designations purchased by Pardee at Coyote Springs so Plaintiffs could verify the accuracy of their commission payments. Without this information, Pardee failed to keep Plaintiffs reasonably informed as to all matters relating to their Commission Agreement.

6. Pardee did not act in good faith when it breached its contractual duty to keep Plaintiffs reasonably informed as to all matters relating to the amount and due dates of their commission payments. Plaintiffs did not breach any obligation they had to Pardee under the Commission Agreement by requesting information regarding other land acquisitions by Pardee from CSI at Coyote Springs. Plaintiffs acted in good faith at all times toward Pardee and did not deny Pardee its justified expectations under the Commission Agreement.

7. Pardee suffered no recoverable damages from Plaintiffs' inquiries.

### C. PLAINTIFFS' CLAIM FOR AN ACCOUNTING

1. An accounting is an independent cause of action that is distinct from the equitable remedy of accounting. *See e.g. Botsford v. Van Riper*, 33 Nev. 156, 110 P. 705 (1910); *Young v. Johnny Ribiero Bldg., Inc.*, 106 Nev. 88, 787 P.2d 777 (1990); *Oracle USA, Inc. v. Rimini Street, Inc.*, No. 2:10-CV-00106-LRH-PAL, 2010 WL 3257933 (D. Nev. Aug. 13, 2010); *Teselle v. McLoughlin*, 173 Cal. App. 4th 156, 92 Cal. Rptr. 3d 696 (Cal. App. 2009); *Mobius Connections Group, Inc. v. Techskills, LLC*, No. 2:10-CV-01678-GMN-RJJ, 2012 WL 194434 (D. Nev. Jan. 23, 2012).

2. To prevail on a claim for accounting, a Plaintiff must establish the existence of a special relationship whereby a duty to account may arise. *See Teselle v. McLoughlin*, 173 Cal. App. 4th 156, 92 Cal. Rptr. 3d 696 (Cal. App. 2009). The right to an accounting can arise from Defendant's possession of money or property which, because of the Defendant's relationship with the Plaintiff, the Defendant is obliged to surrender. *Id.*

3. This Court has previously held that for Plaintiffs to prevail on an independent

1 cause of action for an accounting, Plaintiffs must establish the existence of a special relationship of  
2 trust whereby a duty to account may arise. See Teselle v. McLoughlin, 173 Cal. App. 4<sup>th</sup> 156 (2009);  
3 see also, Order Denying Pardee's Motion for Partial Summary Judgment.

4 4. Courts have found the existence of a special relationship of trust when, in a  
5 contractual relationship, payment is collected by one party and the other party is paid by the  
6 collecting party. Wolf v. Superior Court, 130 Cal. Rptr. 2d 860 (Cal. Ct. App. 2003); Mobius  
7 Connections Group, Inc. v. Techskills, LLC, No. 2:10-CV-01678-GMN-RJJ, 2012 WL 194434 (D.  
8 Nev. Jan. 23, 2012).

9 5. In contractual relationships requiring payment by one party to another of  
10 profits received, the right to an accounting can be derived from the implied covenant of good faith  
11 and fair dealing inherent in every contract, because without an accounting there may be no way by  
12 which such a party entitled to a share in profits could determine whether there were any profits.  
13 Mobius Connections Group v. Techskills, LLC, Id.

14 6. The Court finds there is a special relationship of trust between Plaintiffs and  
15 Pardee that entitles Plaintiffs to an accounting for the information concerning the development of  
16 Coyote Springs in the future as it pertains to Plaintiffs' commissions on option property. There is no  
17 way for Plaintiffs or their heirs to determine whether a commission payment is due in the future  
18 without an accounting of the type of land of any future purchases by Pardee from CSI at Coyote  
19 Springs. Access to said information is required to ensure the accuracy of commission payments that  
20 may be due and owing in the future.

## 21 DECISION

22  
23 Now, therefore, in consideration of the Findings of Fact and Conclusions of Law by this  
24 Court, IT IS HEREBY ORDERED as follows:

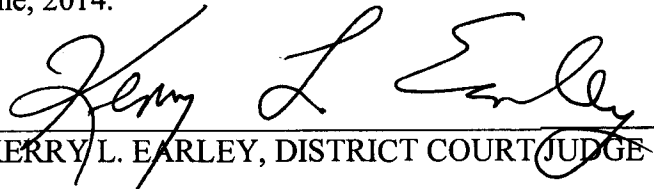
25 1. The Court finds that Defendant Pardee Homes of Nevada is liable to Plaintiffs for  
26 breach of contract, breach of the covenant of good faith and fair dealing, and its failure to account to  
27 Plaintiffs regarding the information concerning the development of Coyote Springs because it  
28

1 pertained to Plaintiffs' present and potential future commissions. Damages are to be awarded to  
2 Plaintiffs from Defendant in an amount totaling \$141,500.00

3 2. The Court finds that Plaintiffs are not liable to Defendant for breach of the implied  
4 covenant of good faith and fair dealing. As such, no damages will be awarded to Defendant.

5 3. The Court orders both parties to provide to the Court within 60 days after entry of this  
6 order supplemental briefs detailing what information should be provided - and under what  
7 circumstances - by Pardee to Plaintiffs consistent with this decision. The Court will schedule after  
8 receiving the supplemental briefs further proceedings to determine what information should be  
9 provided by Pardee to Plaintiffs, and their heirs when applicable, as an accounting.

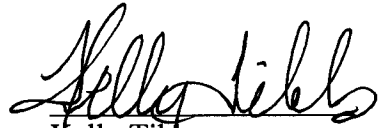
10  
11 DATED this 25 day of June, 2014.

12  
13   
14 KERRY L. EARLEY, DISTRICT COURT JUDGE

15  
16 **CERTIFICATE OF SERVICE**

17 I hereby certify that on June 25, 2014, I mailed, electronically served, or placed a copy of  
18 this order in the attorney's folder on the first floor of the Regional Justice Center as follows:

19 James M. Jimmerson, Esq. - Jimmerson Hansen  
20 Pat Lundvall - McDonald Carano Wilson

21  
22   
23 Kelly Tibbs  
24 Judicial Executive Assistant



  
CLERK OF THE COURT

NEOJ  
JAMES J. JIMMERSON, ESQ.  
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415 South 6<sup>th</sup> Street, Suite 100  
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DISTRICT COURT  
CLARK COUNTY, NEVADA

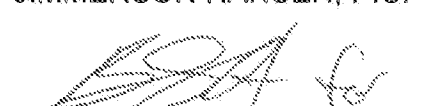
JAMES WOLFRAM and	)	
WALT WILKES,	)	CASE NO.: A-10-632338-C
	)	DEPT. NO.: IV
Plaintiffs,	)	
	)	
vs.	)	
	)	
PARDEE HOMES OF NEVADA,	)	
	)	
Defendant.	)	

NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

PLEASE TAKE NOTICE that the Findings of Fact and Conclusions of Law and Order was entered in the above-captioned matter on June 25, 2014. A true and correct file -stamped copy of said Order is attached hereto.

Dated this 27 day of June, 2014.

JIMMERSON HANSEN, P.C.

  
JAMES J. JIMMERSON, ESQ.  
Nevada State Bar No.: 00264  
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CERTIFICATE OF SERVICE

I hereby certify that service of a true and correct copy NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER was made on the 27 day of June, 2014, as indicated below:

X By first class mail, postage prepaid from Las Vegas, Nevada pursuant to N.R.C.P. 5(b) addressed as follows below

By facsimile, pursuant to EDCR 7.26 (as amended)

X By receipt of copy as indicated below

Pat Lundvall, Esq.  
Aaron D. Shipley, Esq.  
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Attorneys for Defendant

  
An employee of JIMMERSON HANSEN, P.C.

  
CLERK OF THE COURT

1 ORDR

2 DISTRICT COURT  
3 CLARK COUNTY, NEVADA

4 JAMES WOLFRAM and  
5 WALT WILKES,

6 Plaintiffs,

7 vs.

8 PARDEE HOMES OF NEVADA,

9 Defendant.

CASE NO.: A-10-632338-C  
DEPT NO.: IV

Trial Date: October 23, 2013

10 AND RELATED CLAIMS

11 **FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER**

12  
13 On October 23, 2013, this matter came on for bench trial before the Honorable Kerry L.  
14 Earley. The Court, having reviewed the record, the testimony of witnesses, the documentary  
15 evidence, stipulations of counsel, the papers submitted by the respective parties, and considered the  
16 arguments of counsel at trial in this matter, with good cause appearing therefor, the Court now enters  
17 the following Findings of Fact and Conclusions of Law. Plaintiffs James Wolfram ("Wolfram") and  
18 Walt Wilkes ("Wilkes") (collectively "Plaintiffs") filed this action against defendant Pardee Homes  
19 of Nevada ("Pardee") alleging claims for breach of contract, breach of the covenant of good faith  
20 and fair dealing, and accounting related to a Commission Agreement entered into on September 1,  
21 2004, between Plaintiffs and Pardee (See Second Amended Complaint). As a conditional  
22 counterclaim, Pardee alleges against Plaintiffs breach of the covenant of good faith and fair dealing  
23 arising from the Commission Agreement.

24 **I. FINDINGS OF FACT**

25 **A. THE PARTIES**

26  
27 1. Plaintiffs James Wolfram and Walt Wilkes have been licensed real estate  
28

1 brokers working in Southern Nevada and the surrounding area for over 35 years.

2           2. Plaintiff Wolfram previously worked for Award Realty Group. Plaintiff  
3 Wilkes previously worked for General Realty Group. In a previous order, the Court ruled that  
4 Wolfram and Wilkes were assigned all claims from Award Realty Group and General Realty Group,  
5 and, therefore, had standing to assert the claims at issue.

6           3. Defendant Pardee Homes of Nevada ("Pardee") is a Nevada corporation  
7 operating as a residential homebuilder constructing homes and other structures in Southern Nevada  
8 and elsewhere.

9           4. In the 1990's, Harvey Whittemore, through his then-owned company, Coyote  
10 Springs Investment LLC ("CSI") began developing a project to be known as ("Coyote Springs".)  
11 The project included over 43,000 acres of unimproved real property located north of Las Vegas in  
12 the Counties of Clark and Lincoln.

13           5. In 2002, Plaintiffs had begun tracking the status and progress of Coyote  
14 Springs located in the Counties of Clark and Lincoln, Nevada.

15           6. By 2002, Plaintiffs had become acquainted with Jon Lash, who was then  
16 responsible for land acquisition for Pardee's parent company, Pardee Homes. Plaintiffs had  
17 previously worked with Mr. Lash in the pursuit of different real estate transactions, but none were  
18 ever consummated prior to the Coyote Springs transaction.

19           7. After learning that Mr. Whittemore had obtained water rights for Coyote  
20 Springs, Plaintiffs contacted Mr. Lash and asked if he would be interested in meeting with Mr.  
21 Whittemore of CSI, for the purposes of entering into an agreement for the purchase of real property  
22 in Coyote Springs. When Mr. Lash agreed, Plaintiffs contacted Mr. Whittemore advising they had a  
23 client interested in Coyote Springs and wanted to schedule a meeting.

24           8. Mr. Lash agreed to allow Plaintiffs to represent Pardee as a potential  
25 purchaser, and a meeting was scheduled to take place at Pardee's office in Las Vegas. Present at the  
26 meeting were Plaintiffs, Mr. Whittemore from CSI, and Mr. Lash and Mr. Klif Andrews from  
27 Pardee. While this meeting was introductory in nature, it ultimately resulted in plans to structure a  
28

1 deal between Pardee and CSI to develop Coyote Springs after approximately 200 meetings between  
2 Pardee and CSI. During the extensive negotiating process, Mr. Whittemore, on behalf of CSI,  
3 expressed CSI's decision to only sell certain portions of real estate at Coyote Springs. Pardee made  
4 it clear that it only wanted to purchase the land designated as single-family detached production  
5 residential ("Production Residential Property") at Coyote Springs. At that time it was understood by  
6 Pardee and CSI, that CSI was to maintain ownership and control of all other land at Coyote Springs  
7 including land designated as commercial land, multi-family land, the custom lots, the golf courses,  
8 the industrial lands, as well as all other development deals at Coyote Springs.

9           9. Plaintiffs only participated in the initial meeting, as Pardee and CSI informed  
10 Plaintiffs their participation was not required for any of the negotiations by Pardee to purchase  
11 Production Residential Property. As such, Plaintiffs were the procuring cause of Pardee's right to  
12 buy Production Residential Property in Coyote Springs from CSI.

13           **B. OPTION AGREEMENT BETWEEN CSI and PARDEE AND COMMISSION**  
14           **AGREEMENT**  
15

16           10. In or about May 2004, Pardee and CSI entered into a written agreement  
17 entitled Option Agreement for the Purchase of Real Property and Joint Escrow Instructions ("Option  
18 Agreement"), which set forth the terms of the deal, among many others, concerning Pardee's  
19 acquisition of the Production Residential Property from CSI at Coyote Springs.

20           11. Prior to the Commission Agreement at issue in this case being agreed upon  
21 between Pardee and Plaintiffs, the Option Agreement was amended twice. First, on July 28, 2004,  
22 Pardee and CSI executed the Amendment to Option Agreement for the Purchase of Real Property  
23 and Joint Escrow Instructions. Subsequently, on August 31, 2004, Pardee and CSI executed the  
24 Amendment No. 2 to Option Agreement for the Purchase of Real Property and Joint Escrow  
25 Instructions. (The Option Agreement, along with the subsequent amendments, will be collectively  
26 referred to as the "Option Agreement"). Plaintiffs acknowledged receiving the Option Agreement  
27 and the two amendments.  
28

1           12. At the time of Pardee's and CSI's original negotiations, the land was the  
2 rawest of all in terms of land development. No zoning, parceling, mapping, entitlements, permitting,  
3 etc., had been accomplished. All of that work had yet to be done. At that time multiple issues were  
4 outstanding that would impact the boundaries of any land to be acquired by Pardee from CSI for  
5 Production Residential Property. Those issues included, among others, the BLM reconfiguration,  
6 Moapa Dace and other wildlife protections, moving a utility corridor from Coyote Springs to federal  
7 lands, and the design by Jack Nicklaus of the golf courses. At multiple places in the Option  
8 Agreement it was acknowledged by CSI and Pardee that boundaries of various lands would change.

9           13. At the same time Pardee was negotiating with CSI, Pardee was also  
10 negotiating with Plaintiffs concerning their finders' fee/commissions. Pardee and Plaintiffs  
11 extensively negotiated the Commission Agreement dated September 1, 2004. Plaintiffs were  
12 represented by James J. Jimmerson, Esq. throughout those negotiations. Plaintiffs offered edits, and  
13 input was accepted into the Commission Agreement under negotiation, with certain of their input  
14 accepted by Pardee. The Plaintiffs' and Pardee's obligations to each other were agreed to be set  
15 forth within the four corners of the Commission Agreement. Plaintiffs and Pardee acknowledge that  
16 the Commission Agreement was an arms-length transaction.

17           14. The Commission Agreement between Plaintiffs and Pardee provided that, in  
18 exchange for the procuring services rendered by Plaintiffs, Pardee agreed to (1) pay to Plaintiffs  
19 certain commissions for land purchased from CSI, and (2) send Plaintiffs information concerning the  
20 real estate purchases made under the Option Agreement and the corresponding commission  
21 payments.

22           15. Since Mr. Wolfram and Mr. Wilkes had already performed services for  
23 Pardee, the Commission Agreement placed no affirmative obligation on them.

24           16. The Commission Agreement, dated September 1, 2004, was executed by  
25 Pardee on September 2, 2004, by Mr. Wolfram on September 6, 2006, and Mr. Wilkes on September  
26 4, 2004.

1           17. The Commission Agreement provides for the payment of "broker  
2 commission[s]" to Plaintiffs in the event that Pardee approved the transaction during the  
3 Contingency Period, equal to the following amounts:

4           (i) Pardee shall pay four percent (4%) of the Purchase Property Price  
5 payments made by Pardee pursuant to Paragraph 1 of the Option  
6 Agreement up to a maximum of Fifty Million Dollars (\$50,000,000);

7           (ii) Then, Pardee shall pay one and one-half percent (1-1/2%) of the  
8 remaining Purchase Property Price payments made by Pardee pursuant  
9 to paragraph 1 of the Option Agreement in the aggregate amount of  
Sixteen Million Dollars (\$16,000,000); and

10          (iii) Then, with respect to any portion of the Option Property  
11 purchased by Pardee pursuant to paragraph 2 of the Option  
12 Agreement, Pardee shall pay one and one-half percent (1-1/2%) of the  
amount derived by multiplying the number of acres purchased by  
Pardee by Forty Thousand Dollars (\$40,000).

13          18. The Commission Agreement states that all of the capitalized terms used in the  
14 Commission Agreement shall have the exact meanings set forth in the Option Agreement. Copies of  
15 the Option Agreement, the amendments including changes to the Purchase Property Price, and the  
16 subsequent Amended and Restated Option Agreement were given to Plaintiffs by Stewart Title  
17 Company, the escrow company chosen by Pardee and CSI to handle all of its land transactions.  
18 Plaintiffs also acknowledge receiving these documents. However, Amendments 1 through 8 to the  
19 Amended and Restated Option Agreement between CSI and Pardee were not provided to Plaintiffs  
20 until after this litigation was commenced by Plaintiffs.

21          19. The term "Purchase Property Price" was defined in Amendment No. 2 to the  
22 Option Agreement as Eighty-Four Million Dollars (\$84,000,000), which was payable in installments  
23 over a period of time. The due dates for commissions' payable under paragraphs i and ii were  
24 described in the Commission Agreement as follows:

25               Pardee shall make the first commission payment to you upon the Initial  
26 Purchase Closing (which is scheduled to occur thirty (30) days following the  
27 Settlement Date) with respect to the aggregate Deposits made prior to that  
28 time. Pardee shall make each additional commission payment pursuant to

1 clauses (i) and (ii) above concurrently with the applicable Purchase Property  
2 Price payment to Coyote.

3 20. By virtue of Amendment No. 2 increasing the Purchase Property Price from  
4 \$66 million to \$84 million, Plaintiffs became entitled to commissions on the increased Purchased  
5 Property Price, which they subsequently received.

6 21. Commission payments required under paragraphs i and ii were not dependent  
7 upon acreage or location of the lands being acquired, or upon the closing of any land transaction. In  
8 sum, when Pardee paid CSI a portion of the Purchase Property Price, under the agreed schedule,  
9 then Plaintiffs were also paid their commission. Pardee and CSI anticipated that the Purchase  
10 Property would be, and was, cooperatively mapped and entitled before the specific location of any  
11 lands designated for single family detached production residential would be transferred by CSI to  
12 Pardee.

13 22. The due date for any commissions payable under paragraph iii was described  
14 in the Commission Agreement as follows: "Thereafter, Pardee shall make such commission  
15 payment pursuant to clause (iii) above concurrently with the close of escrow on Pardee's purchase of  
16 the applicable portion of the Option Property; provided, however, that in the event the required  
17 Parcel Map creating the applicable Option Parcel has not been recorded as of the scheduled Option  
18 Closing, as described in paragraph 9(c) of the Option Agreement, the commission shall be paid into  
19 escrow concurrently with Pardee's deposit of the Option Property Price into escrow and the  
20 commission shall be paid directly from the proceeds of said Escrow."

21 23. The general term "Option Property" is defined in the Option Agreement as  
22 follows: "the remaining portion of the Entire Site which is or becomes designated for single-family  
23 detached production residential use, as described below . . . in a number of separate phases (referred  
24 to herein collectively as the "Option Parcels" and individually as an "Option Parcel"), upon the  
25 terms and conditions hereinafter set forth." The general definition of "Option Property" was never  
26 changed by CSI and Pardee in any documents amending either the initial Option Agreement or the  
27 subsequent Amended and Restated Option Agreement. The definitions of other capitalized terms  
28 found within the Commission Agreement were never changed by CSI and Pardee.



1           24. The Commission Agreement requires Pardee to provide Plaintiffs with  
2 notifications and information concerning future transactions between Pardee and CSI under the  
3 Option Agreement. Specifically, the Commission Agreement states:

4           Pardee shall provide to each of you a copy of each written option  
5 exercise notice given pursuant to paragraph 2 of the Option  
6 Agreement, together with information as to the number of acres  
7 involved and the scheduled closing date. In addition, Pardee shall  
8 keep each of you reasonably informed as to all matters relating to the  
9 amount and due dates of your commission payments. (Emphasis  
10 Added)

11           25. After executing the Commission Agreement, Plaintiffs never entered into  
12 another agreement with Pardee concerning the development of Coyote Springs.

13           26. Pardee's purchase of the "Purchase Property Price" property and any Option  
14 Property designated in the future as single family detached production residential lands was a  
15 separate and distinct transaction from any other purchases by Pardee from CSI for unrelated property  
16 at Coyote Springs.

17           27. The relationship between Pardee and Plaintiffs was such that Plaintiffs  
18 reasonably imparted special confidence in Pardee to faithfully inform them of the developments at  
19 Coyote Springs which would impact their future commission payments. Pardee and CSI agreed to  
20 designate documents relevant to the development of Coyote Springs as confidential. Among said  
21 documents were documents relating to the designation of the type of property Pardee was purchasing  
22 from CSI during the development of Coyote Springs that were part of a distinct and separate  
23 agreement between Pardee and CSI.

24           28. The designation of the type of property Pardee was purchasing from CSI  
25 during the development of Coyote Springs was material to Plaintiffs to verify if the commissions  
26 they had received were accurate and, if not, what amount they were entitled as further commissions  
27 pursuant to the Commission Agreement.

28           29. Pardee should have known that the Plaintiffs needed to have access to  
information specifying the designation as to the type of property being purchased by Pardee from  
CSI during the development of Coyote Springs to verify the accuracy of their commissions.

1           30.     Although certain documents were public record regarding the development of  
2 Coyote Springs, the documents referencing internally set land designations for certain land in  
3 Coyote Springs were not available to Plaintiffs.

4           **C.     PARDEE'S PERFORMANCE UNDER THE COMMISSION AGREEMENT**  
5

6           31.     Pardee did purchase "Purchase Property Price" property from CSI for  
7 \$84,000,000.00. Plaintiffs have been paid in full their commissions on the \$84,000,000.00 Purchase  
8 Property Price.

9  
10          32.     Plaintiffs were informed of the amount and due dates of each commission  
11 payment for the Purchase Property Price: first through Stewart Title Company, and then Chicago  
12 Title Company, pursuant to the Commission Agreement.

13          33.     Under the express terms of the Commission Agreement, pursuant to  
14 paragraphs i and ii, these commissions were based solely on the Purchase Property Price for the  
15 land, not the number of acres acquired or the location of those acres. Under the Purchase Property  
16 formula, they were entitled to a percentage of the Purchase Property Price. There was no benefit or  
17 additional commission for additional acreage being purchased if there is no corresponding increase  
18 in price.

19          34.     Plaintiffs were paid a total of \$2,632,000.00 in commissions pursuant to  
20 paragraphs i and ii of the Commission Agreement.

21          35.     Pardee did not pay more than 84,000,000.00 as the Purchase Property Price to  
22 CSI under the Option Agreement, the Amended and Restated Option Agreement, or any  
23 amendments thereto. CSI has never received more than \$84,000,000.00 as payment under the  
24 Option Agreement, the Amended and Restated Option Agreement, or any amendments thereto.

25          36.     No commission to Plaintiffs is payable under clause (iii) of the Commission  
26 Agreement unless the property purchased fell within the definition of Option Property purchased  
27 pursuant to paragraph 2 of the Option Agreement.  
28

1 Pardee as of the present time has not exercised any options to purchase single  
2 family production residential property pursuant to paragraph 2 of the Option Agreement. Therefore,  
3 Pardee as of the present time does not owe any commission to Plaintiffs under paragraph iii of the  
4 Commission Agreement.

5 37. The other provision of the Commission Agreement alleged by Plaintiffs to  
6 have been breached states as follows:

7 Pardee shall provide to each of you a copy of each written option  
8 exercise notice given pursuant to paragraph 2 of the Option  
9 Agreement, together with information as to the number of acres  
10 involved and the scheduled closing date. In addition, Pardee shall  
keep each of you reasonably informed as to all matters relating to the  
amount and due dates of your commission payments.

11 38. Pardee did provide information relating to the amount and due dates on  
12 Plaintiffs' commission payments under paragraphs i and ii. Specifically, Plaintiffs were paid their  
13 first commission at the Initial Purchase Closing and then each commission thereafter concurrently  
14 with each Purchase Property Price payment made by Pardee to CSI pursuant to Amendment No. 2 to  
15 the Option Agreement as was required by the Commission Agreement. Each commission payment  
16 was made pursuant to an Order to Pay Commission to Broker prepared by Stewart Title (later  
17 Chicago Title) which contained information including the date, escrow number, name of title  
18 company, percentage of commission to be paid, to whom and the split between Plaintiffs. Each  
19 Order to Pay Commission to Broker was signed by Pardee and sent to either Plaintiffs brokerage  
20 firms or Plaintiffs directly. Each commission check received by Plaintiffs contained the amount,  
21 escrow number, payee and payer, along with a memo explaining how the amount was determined.  
22 When Plaintiffs were overpaid commissions, a letter was sent by Pardee explaining the overpayment  
23 and how the amount and due dates to compensate for the overpayment would be handled. An  
24 Amended Order to Pay Commission to Broker reflecting these changes was sent to and signed by  
25 each Plaintiff. A letter was sent by Pardee to Plaintiffs informing them when Pardee made its last  
26 payment of the Purchase Property Price to CSI.

27 39. However, from the documents in Plaintiffs' possession provided by Pardee,  
28

1 Plaintiffs were unable to verify the accuracy of any commission payments that may have been due  
2 and owing pursuant to paragraph iii of the Commission Agreement. The documents in Plaintiffs'  
3 possession included the Option Agreement and Amendments No. 1 and No. 2 to the Option  
4 Agreement, the Amended and Restated Option Agreement, various Orders to Pay Commissions, and  
5 their commission payments. Amendments Nos. 1 through 8 to the Amended Restated Option  
6 Agreement were not provided to Plaintiffs until after commencement of this litigation.

7 40. When Plaintiffs began requesting information regarding Pardee's land  
8 acquisitions from CSI, the only information provided by Pardee was the location of the Purchase  
9 Property purchased for the Purchase Property Price from CSI. All information provided was limited  
10 to the single family production property acquisitions. Pardee informed the Plaintiffs that it had  
11 purchased from CSI additional property at the Coyote Springs development, but took the position  
12 that any documentation regarding the designations of the use of the additionally purchased property  
13 was confidential and would not be provided to Plaintiffs. Interestingly, Pardee had already provided  
14 to Plaintiffs the initial Option Agreement, Amendments No. 1 and 2 and the Amended Restated  
15 Option Agreement, which were also confidential documents between Pardee and CSI.

16 41. Although Pardee co-developed with CSI a separate land transaction  
17 agreement for the acquisition of lands designated for other uses than single family detached  
18 production residential lots, Pardee had a separate duty to Plaintiffs pursuant to the Commission  
19 Agreement to provide information so Plaintiffs could verify the accuracy of their commission  
20 payments.

21 42. Without access to the information regarding the type of land designation that  
22 was purchased by Pardee as part of the separate land transaction with CSI, Plaintiffs were not  
23 reasonably informed as to all matters relating to the amount of their commission payments as they  
24 could not verify the accuracy of their commission payments.

25 43. Although the complete documentation when provided in this litigation  
26 verified that Plaintiffs were not due any further commissions at this time for the additional purchases  
27 of land by Pardee, Pardee still had a duty to provide sufficient information regarding the designation  
28

1 of the type of land that had been purchased to Plaintiffs. Plaintiff Wolfram attempted through public  
2 records to ascertain information regarding the additional lands, but he was unable to verify the  
3 required information of the land use designations.

4 44. Plaintiffs have also contended that they are entitled to a commission if Pardee  
5 re-designates any of its land purchased from CSI to single family production residential property.  
6 Plaintiffs are not entitled to commissions on any re-designation of lands by Pardee pursuant to the  
7 Commission Agreement.

## 8 II. CONCLUSIONS OF LAW

### 9 A. PLAINTIFFS' CAUSE OF ACTION FOR BREACH OF CONTRACT

10 1. To sustain a claim for breach of contract, Plaintiffs must establish (1) the  
11 existence of a valid contract between Plaintiffs and Defendant; (2) a breach by Defendant, and (3)  
12 damages as a result of the breach. *Richardson v. Jones*, 1 Nev. 405, 405 (1865); *Calloway v. City of*  
13 *Reno*, 116 Nev. 250, 256, 993 P.3d 1259, 1263 (2000) (*overruled on other grounds by Olson v.*  
14 *Richard*, 120 Nev. 240, 241–44, 89 P.3d 31, 31–33 (2004)).

15 2. Contract interpretation strives to discern and give effect to the parties'  
16 intended meaning...before an interpreting court can conclusively declare a contract ambiguous or  
17 unambiguous, it must consult the context in which the parties exchanged promises. *Galardi v.*  
18 *Naples Polaris*, 129 Nev. Adv. Op. 33, 301 P.3d 364, 367 (2013).

19 3. Contractual provisions should be harmonized whenever possible, and  
20 construed to reach a reasonable solution. *Eversole v. Sunrise Villas VIII Homeowners Ass'n*, 112  
21 Nev. 1255, 1260, 925 P.2d 505, 509 (1996).

22 4. The Commission Letter Agreement constitutes a valid and enforceable  
23 contract between Plaintiffs and Defendant.

1           5.     Pardee agreed to pay commissions and provide information to keep Plaintiffs  
2 reasonably informed as to all matters relating to the amount and due date of their commissions  
3 pursuant to the express terms of the Commission Agreement.

4           6.     The language of the Commission Agreement required the payment of  
5 commissions under paragraphs i and ii according to percentages of the Purchase Property Price.  
6 Undisputedly, those commissions were paid.

7           7.     The Commission Agreement also required Pardee to pay commissions on the  
8 purchase of Option Property if Pardee exercised its option to purchase Option Property pursuant to  
9 paragraph 2 of the Option Agreement.

10          8.     Pardee has never exercised any such option.

11          9.     Pardee paid Plaintiffs in full and timely commissions on the \$84,000,000.00  
12 Purchase Property Price.

13          10.    The Purchase Property Price was \$84,000,000.00.

14          11.    CSI has not received more than \$84,000,000.00 for the single family detached  
15 production residential land acquisition by Pardee from CSI at the Coyote Springs project.

16          12.    From the very beginning, CSI and Pardee acknowledged that the specific  
17 boundaries of the Purchase Property and Option Property may change, for a variety of reasons.  
18 There are many references to the changing boundaries of property at Coyote Springs in Pardee's and  
19 CSI's Option Agreement. There are many factors that necessitated those changes, including the  
20 BLM configuration, moving the utility corridor, mapping, the subdivision process, the entitlement  
21 and permitting processes, the Moapa Dace issue and other wildlife issues, and the design by Jack  
22 Nicklaus of the golf courses. There were a number of factors that were out of CSI's and Pardee's  
23 control that were expected to change and did change the boundaries and configuration of the  
24 Purchase Property. As a result of those boundaries changing, so too did the potential boundaries for  
25 Option Property change.

26          13.    The Plaintiffs' commissions pursuant to paragraphs i and ii were solely based  
27 on the Purchase Property Price, not the acreage acquired by Pardee or its location or its closing.  
28

1 Therefore, the change in boundaries had absolutely no impact on the amount or due date of  
2 Plaintiffs' commissions.

3 14. Plaintiffs were also entitled to be paid commissions if Pardee exercised  
4 option(s) to purchase Option Property pursuant to paragraph 2 of the Option Agreement. To exercise  
5 such an option is a multi-step process involving a myriad of written documents. If such an option  
6 had been exercised by Pardee those documents would be found in the public record. Since Pardee as  
7 of the present time has not exercised any options pursuant to paragraph 2 of the Option Agreement,  
8 no commissions are due at the present time to Plaintiffs.

9 15. In addition, the Commission Agreement required Pardee to keep Plaintiffs  
10 reasonably informed as to all matters relating to the amount and due dates of Plaintiffs' commission  
11 payments.

12 16. Plaintiffs did not receive amendments 1 through 8 to the Amended and  
13 Restated Option Agreement. Although those amendments did not change Plaintiffs' commissions  
14 due under the Commission Agreement, the information contained in the amendments contained the  
15 designation information about the separate land transactions involving multi-family, custom lots,  
16 and commercial. This information was needed by Plaintiffs as it was necessary to determine the  
17 impact, if any on their commission payments. However, Pardee could have provided the requisite  
18 information in various forms other than the amendments. Pardee failed to provide information in any  
19 form required by Plaintiffs to determine the accuracy of their commission payments.

20 17. Pardee did not keep Plaintiffs reasonably informed as to all matters relating to  
21 the amount of their commission payments that would be due and owing pursuant to the Commission  
22 Agreement. Therefore, Pardee breached the Commission Agreement.

23 18. Plaintiffs satisfied any and all of their obligations under the Commission  
24 Agreement.

25 19. In order to award consequential damages, the damages claimed for the breach  
26 of contract must be foreseeable. *See Barnes v. W.U. Tel. Co.*, 27 Nev. 438, 76 P. 931 (1904). Under  
27 the watershed case, *Hadley v. Baxendale*, 156 Eng. Rep. 145, 151 (1854), foreseeability requires  
28

1 that: (1) damages for loss must “fairly and reasonably be considered [as] arising naturally . . . from  
2 such breach of contract itself,” and (2) the loss must be “such as may reasonably be supposed to  
3 have been in the contemplation of both parties, at the time they made the contract as the probable  
4 result of the breach of it.” *See Clark County School District v. Rolling Plains Const., Inc.*, 117 Nev.  
5 101, 106, 16 P.3d 1079, 1082 (2001) (disapproved of on other grounds, 117 Nev. 948). Stated  
6 another way, the damages claimed for the breach of contract must be foreseeable. *Id.*

7           20. Plaintiffs suffered foreseeable damages due to Defendant’s breach of not  
8 keeping Plaintiffs reasonably informed as to all matters relating to the amount due and owing on the  
9 Commission Agreement in the form of their time and efforts attempting to obtain the information  
10 owed to them pursuant to the Commission Agreement. The testimony by Plaintiff Wolfram was that  
11 he expended 80 hours of time to obtain said information by going through public records and  
12 contacting different sources. Using a rate of \$75.00 per hour for Mr. Wolfram’s time as a real estate  
13 agent, the damages total \$6,000.00.

14           21. Plaintiffs also suffered damages in the form of the attorney’s fees and costs  
15 incurred as they were necessary and reasonably foreseeable to obtain the requisite information  
16 regarding the land designations of land acquired by Pardee from CSI in the Coyote Development  
17 pursuant to the separate transaction between Pardee and CSI. Plaintiffs specifically requested  
18 numerous times from Pardee information to determine the land designations of these additional  
19 purchases, but to no avail. In fact, Mr. Lash on behalf of Pardee instructed a third party that said  
20 information should not be provided. CSI was not able to provide the requisite information due to the  
21 confidentiality agreement with Pardee. Plaintiffs had no alternative but to file suit, use the litigation  
22 process to obtain the requisite information, and request an equitable remedy from this Court to  
23 obtain said information in the future. The above-referenced facts allow this Court to award  
24 reasonable attorney’s fees and costs as special damages. *See Liu v. Christopher Homes, LLC*, 103,  
25 Nev. Adv. Op. 17, 321 P.3d, 875 (2014); *Sandy Valley Assoc v. Sky Ranch Owners Assoc.*, 117 Nev.  
26 948, 35 P.3d 964 (2001).

27           Mr. Jimmerson testified regarding the attorney’s fees and costs to pursue the  
28



1 Plaintiffs' claim for acquiring the information from Pardee related to the Plaintiffs' commission  
2 amounts based on billings contained in exhibits 31A. The damages for reasonable attorneys' fees  
3 and costs are \$135,500.00.

4  
5 **B. PLAINTIFFS' CAUSE OF ACTION FOR BREACH OF THE COVENANT OF**  
6 **GOOD FAITH AND FAIR DEALING**

7  
8 1. To sustain a claim for breach of the implied covenant of good faith and fair  
9 dealing sounding in contract, Plaintiffs must establish: (1) Plaintiffs and Defendant were parties to  
10 the contract; (2) the Defendant owed a duty of good faith to Plaintiffs; (3) the Defendant breached  
11 that duty by performing in a manner that was unfaithful to the purpose of the contract; and (4)  
12 Plaintiff's justified expectations were thus denied. *See Perry v. Jordan*, 111 Nev. 943, 947, 900  
13 P.2d 335, 338 (1995);

14 2. An implied covenant of good faith and fair dealing is recognized in every  
15 contract under Nevada law. *Consolidated Generator-Nevada, Inc. v. Cummins Engine Co., Inc.*, 114  
16 Nev. 1304, 1311, 971 P.2d 1251, 1256 (1998). Under the implied covenant, each party must act in a  
17 manner that is faithful to the purpose of the contract and the justified expectations of the other party.  
18 *Morris v. Bank of America Nevada*, 110 Nev. 1274, 1278 n. 2, 886 P.2d 454, 457 (1994). The  
19 implied covenant of good faith and fair dealing forbids arbitrary, unfair acts by one party that  
20 disadvantages the other. *Frantz v. Johnson*, 116 Nev. 455, 465 n. 4., 999 P.2d 351, 358 (2000).

21 3. Plaintiffs, pursuant to the Commission Agreement, were entitled to  
22 commissions for Purchase Price Property and Option Property. Plaintiffs had justifiable expectations  
23 that Pardee would keep Plaintiffs reasonably informed as to all matters related to the amount and due  
24 dates of their commission payments.

25 4. Plaintiffs needed sufficient information regarding purchases of land by Pardee  
26 from CSI at Coyote Springs to enable Plaintiffs to verify the accuracy of commission payments. The  
27 designation of the land purchased by Pardee from CSI was the basis for Plaintiffs' entitlement to  
28 commissions pursuant to Option Property under iii of the Commission Agreement.

1           5.     Pardee was not faithful to the purpose of the Commission Agreement by  
2 failing to provide information regarding other land designations purchased by Pardee at Coyote  
3 Springs so Plaintiffs could verify the accuracy of their commission payments. Without this  
4 information, Pardee failed to keep Plaintiffs reasonably informed as to all matters relating to their  
5 Commission Agreement.

6           6.     Pardee did not act in good faith when it breached its contractual duty to keep  
7 Plaintiffs reasonably informed as to all matters relating to the amount and due dates of their  
8 commission payments. Plaintiffs did not breach any obligation they had to Pardee under the  
9 Commission Agreement by requesting information regarding other land acquisitions by Pardee from  
10 CSI at Coyote Springs. Plaintiffs acted in good faith at all times toward Pardee and did not deny  
11 Pardee its justified expectations under the Commission Agreement.

12           7.     Pardee suffered no recoverable damages from Plaintiffs' inquiries.

13  
14           **C.     PLAINTIFFS' CLAIM FOR AN ACCOUNTING**

15           1.     An accounting is an independent cause of action that is distinct from the  
16 equitable remedy of accounting. *See e.g. Botsford v. Van Riper*, 33 Nev. 156, 110 P. 705 (1910);  
17 *Young v. Johnny Ribiero Bldg., Inc.*, 106 Nev. 88, 787 P.2d 777 (1990); *Oracle USA, Inc. v. Rimini*  
18 *Street, Inc.*, No. 2:10-CV-00106-LRH-PAL, 2010 WL 3257933 (D. Nev. Aug. 13, 2010); *Teselle v.*  
19 *McLoughlin*, 173 Cal. App. 4th 156, 92 Cal. Rptr. 3d 696 (Cal. App. 2009); *Mobius Connections*  
20 *Group, Inc. v. Techskills, LLC*, No. 2:10-CV-01678-GMN-RJJ, 2012 WL 194434 (D. Nev. Jan. 23,  
21 2012).

22           2.     To prevail on a claim for accounting, a Plaintiff must establish the existence  
23 of a special relationship whereby a duty to account may arise. *See Teselle v. McLoughlin*, 173 Cal.  
24 App. 4th 156, 92 Cal. Rptr. 3d 696 (Cal. App. 2009). The right to an accounting can arise from  
25 Defendant's possession of money or property which, because of the Defendant's relationship with  
26 the Plaintiff, the Defendant is obliged to surrender. *Id.*

27           3.     This Court has previously held that for Plaintiffs to prevail on an independent  
28

1 cause of action for an accounting, Plaintiffs must establish the existence of a special relationship of  
2 trust whereby a duty to account may arise. *See Teselle v. McLoughlin*, 173 Cal. App. 4<sup>th</sup> 156 (2009);  
3 *see also*, Order Denying Pardee's Motion for Partial Summary Judgment.

4 4. Courts have found the existence of a special relationship of trust when, in a  
5 contractual relationship, payment is collected by one party and the other party is paid by the  
6 collecting party. *Wolf v. Superior Court*, 130 Cal. Rptr. 2d 860 (Cal. Ct. App. 2003); *Mobius*  
7 *Connections Group, Inc. v. Techskills, LLC*, No. 2:10-CV-01678-GMN-RJJ, 2012 WL 194434 (D.  
8 Nev. Jan. 23, 2012).

9 5. In contractual relationships requiring payment by one party to another of  
10 profits received, the right to an accounting can be derived from the implied covenant of good faith  
11 and fair dealing inherent in every contract, because without an accounting there may be no way by  
12 which such a party entitled to a share in profits could determine whether there were any profits.  
13 *Mobius Connections Group v. Techskills, LLC, Id.*

14 6. The Court finds there is a special relationship of trust between Plaintiffs and  
15 Pardee that entitles Plaintiffs to an accounting for the information concerning the development of  
16 Coyote Springs in the future as it pertains to Plaintiffs' commissions on option property. There is no  
17 way for Plaintiffs or their heirs to determine whether a commission payment is due in the future  
18 without an accounting of the type of land of any future purchases by Pardee from CSI at Coyote  
19 Springs. Access to said information is required to ensure the accuracy of commission payments that  
20 may be due and owing in the future.

## 21 DECISION

22  
23 Now, therefore, in consideration of the Findings of Fact and Conclusions of Law by this  
24 Court, IT IS HEREBY ORDERED as follows:

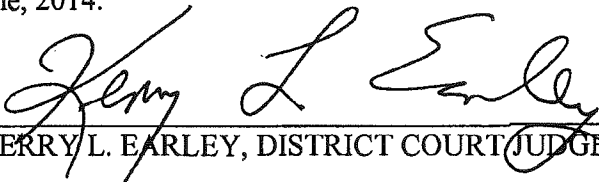
25 1. The Court finds that Defendant Pardee Homes of Nevada is liable to Plaintiffs for  
26 breach of contract, breach of the covenant of good faith and fair dealing, and its failure to account to  
27 Plaintiffs regarding the information concerning the development of Coyote Springs because it  
28

1 pertained to Plaintiffs' present and potential future commissions. Damages are to be awarded to  
2 Plaintiffs from Defendant in an amount totaling \$141,500.00

3 2. The Court finds that Plaintiffs are not liable to Defendant for breach of the implied  
4 covenant of good faith and fair dealing. As such, no damages will be awarded to Defendant.

5 3. The Court orders both parties to provide to the Court within 60 days after entry of this  
6 order supplemental briefs detailing what information should be provided - and under what  
7 circumstances - by Pardee to Plaintiffs consistent with this decision. The Court will schedule after  
8 receiving the supplemental briefs further proceedings to determine what information should be  
9 provided by Pardee to Plaintiffs, and their heirs when applicable, as an accounting.

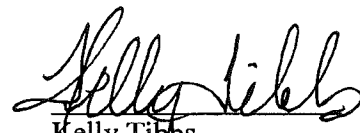
10  
11 DATED this 25 day of June, 2014.

12  
13   
14 KERRY L. EARLEY, DISTRICT COURT JUDGE

15  
16 **CERTIFICATE OF SERVICE**

17 I hereby certify that on June 25, 2014, I mailed, electronically served, or placed a copy of  
18 this order in the attorney's folder on the first floor of the Regional Justice Center as follows:

19 James M. Jimmerson, Esq. - Jimmerson Hansen  
20 Pat Lundvall - McDonald Carano Wilson

21  
22   
23 Kelly Tibbs  
24 Judicial Executive Assistant

1 ORDR

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5 JAMES WOLFRAM AND WALTER D. WILKES  
6 and ANGELA L. LIMBOCKER-WILKES  
7 LIVING TRUST, ANGELA L. LIMBOCKER-  
WILKES, TRUSTEE,

8 Plaintiffs,

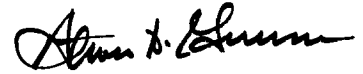
9 vs.

10 PARDEE HOMES OF NEVADA,

11 Defendant.  
12

CASE NO.: A-10-632338-C

DEPT. NO.: IV Electronically Filed  
05/16/2016 02:03:58 PM



CLERK OF THE COURT

13 JUDGMENT

14  
15 On October 23, 2013, the above-referenced matter came on for bench trial before the  
16 Honorable Judge Kerry Earley. The Court, having reviewed the record, testimony of witnesses, the  
17 documentary evidence, stipulations of counsel, the papers submitted by the respective parties, and  
18 considered the arguments of counsel at trial in this matter, entered Findings of Fact and Conclusions  
19 of Law on June 25, 2014.

20  
21 In the Findings of Fact and Conclusions of Law, the Court ordered the parties to provide  
22 supplemental briefing within 60 days detailing what information Defendant Pardee homes of Nevada  
23 ("Pardee") and its successors and/or assigns should provide Plaintiffs James Wolfram and Walt  
24 Wilkes ("Plaintiffs") and their successors and/or assigns consistent with the Court's decision on the  
25 accounting cause of action.  
26

27 After reviewing the parties' supplemental briefing, the Court then entered an order on May  
28 13, 2015 reflecting its decision on the supplemental briefing (the "Accounting Order"). Having

1 considered the entire record presented at trial, including testimony of witnesses, the documentary  
2 evidence, stipulations of counsel, the papers submitted by the respective parties, and the arguments  
3 of counsel at trial in this matter, and in accordance with the findings of fact and conclusions of law  
4 incorporated by reference in the May 13, 2015 Order and June 25, 2014 Order, this Court enters  
5 judgment as follows:

6 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT JUDGMENT IS  
7 ENTERED in favor of Plaintiffs and against Pardee on Plaintiffs' causes of action for breach of  
8 contract and breach of the implied covenant of good faith and fair dealing. Plaintiffs are entitled to  
9 damages from Pardee in an amount totaling \$141,500.00, of which \$6000.00 are consequential  
10 damages from Pardee's breach of the Commission Agreement and the remaining \$135,500.00 are  
11 special damages in the form of attorney's fees and costs.  
12

13 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT JUDGMENT IS  
14 ENTERED in favor of Plaintiffs and against Pardee on Plaintiffs' cause of action for accounting.  
15 Pardee shall provide Plaintiffs with future accountings related to the Commission Agreement  
16 consistent with the Accounting Order entered by the Court on May 13, 2015.  
17

18 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT JUDGMENT IS  
19 ENTERED in favor of Plaintiffs and against Pardee on Pardee's cause of action for the breach of  
20 implied covenant of good faith and fair dealing.  
21

22 The Court reserves jurisdiction over this Judgment regarding the issues of attorney's fees,  
23 costs, and legal interest, therefore, this Judgment may be amended upon entry of any further awards  
24 of interest, costs, and/or attorney's fees.

25 DATED: May 11, 2016.

26  
27   
28  
KERRY L. EARLEY, DISTRICT COURT JUDGE

**CERTIFICATE OF SERVICE**

I hereby certify that on or about the date filed, I electronically served, sent by facsimile, emailed, or placed a copy of this order in the attorney's folder on the first floor of the Regional Justice Center as follows:

James J. Jimmerson, Esq. - The Jimmerson Law Firm  
Michael C. Flaxman, Esq. - The Jimmerson Law Firm  
Pat Lundvall, Esq. - McDonald Carano Wilson  
Rory T. Kay, Esq. - McDonald Carano Wilson

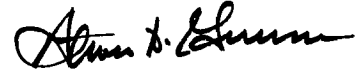


Kelly Tibbs  
Judicial Executive Assistant

1 **NOEJ**

2 JAMES J. JIMMERSON, ESQ.  
3 Nevada Bar No. 264  
4 MICHAEL C. FLAXMAN, ESQ.  
5 Nevada Bar No. 012963  
6 THE JIMMERSON LAW FIRM, P.C.  
7 415 South Sixth Street, Suite 100  
8 Las Vegas, Nevada 89101  
9 Tel No.: (702) 388-7171  
10 Fax No.: (702) 380-6406  
11 [jjj@jimersonlawfirm.com](mailto:jjj@jimersonlawfirm.com)  
12 [mcf@jimersonlawfirm.com](mailto:mcf@jimersonlawfirm.com)  
13 Attorneys for Plaintiffs

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05/17/2016 09:57:23 AM



CLERK OF THE COURT

8  
9  
10 **DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA**

11 JAMES WOLFRAM and ANGELA L.  
12 LIMBOCKER-WILKES as trustee of the  
13 WALTER D. WILKES AND ANGELA L.  
14 LIMBOCKER-WILKES LIVING TRUST,

15 Plaintiffs,

16 vs.

17 PARDEE HOMES OF NEVADA,

18 Defendant.

CASE NO. A-10-632338-C  
DEPT. NO. IV

**NOTICE OF ENTRY OF JUDGMENT**

19  
20 PLEASE TAKE NOTICE that a Judgment was entered in the above-captioned matter  
21 on May 16, 2016. A true and correct file-stamped copy of said Judgment is attached hereto.

22 DATED this 17th day of May, 2016.

23 THE JIMMERSON LAW FIRM, P.C.

24  #7699

25 JAMES J. JIMMERSON, ESQ.  
26 Nevada Bar No.: 000264  
27 MICHAEL C. FLAXMAN, ESQ.  
28 Nevada Bar No. 012963  
415 South Sixth Street, Suite 100  
Las Vegas, Nevada 89101  
Attorneys for Plaintiffs



**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 17th day of May, 2016, I caused a document entitled Notice of Entry of Judgment to be served as follows:

☒ pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system upon each party in this case who is registered as an electronic case filing user with the Clerk;

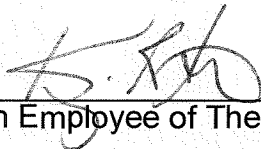
☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;

☐ pursuant to EDCR 7.26, to be sent via **facsimile**, by duly executed consent for service by electronic means;

☒ by hand-delivery with signed Receipt of Copy.

To the parties listed below at the address, email address, and/or facsimile number indicated below:

Pat Lundvall, Esq.  
Rory T. Kay, Esq.  
MCDONALD CARANO WILSON, LLP  
2300 W. Sahara Ave., Suite 1000  
Las Vegas, Nevada 89102  
*Attorneys for Defendant*

  
An Employee of The Jimmerson Law Firm, P.C.

1 ORDR

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5 JAMES WOLFRAM AND WALTER D. WILKES  
6 and ANGELA L. LIMBOCKER-WILKES  
7 LIVING TRUST, ANGELA L. LIMBOCKER-  
WILKES, TRUSTEE,

8 Plaintiffs,

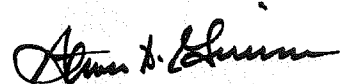
9 vs.

10 PARDEE HOMES OF NEVADA,

11 Defendant.

CASE NO.: A-10-632338-C

DEPT. NO.: IV Electronically Filed  
05/16/2016 02:03:58 PM



CLERK OF THE COURT

12  
13 JUDGMENT

14  
15 On October 23, 2013, the above-referenced matter came on for bench trial before the  
16 Honorable Judge Kerry Earley. The Court, having reviewed the record, testimony of witnesses, the  
17 documentary evidence, stipulations of counsel, the papers submitted by the respective parties, and  
18 considered the arguments of counsel at trial in this matter, entered Findings of Fact and Conclusions  
19 of Law on June 25, 2014.

20  
21 In the Findings of Fact and Conclusions of Law, the Court ordered the parties to provide  
22 supplemental briefing within 60 days detailing what information Defendant Pardee homes of Nevada  
23 ("Pardee") and its successors and/or assigns should provide Plaintiffs James Wolfram and Walt  
24 Wilkes ("Plaintiffs") and their successors and/or assigns consistent with the Court's decision on the  
25 accounting cause of action.

26  
27 After reviewing the parties' supplemental briefing, the Court then entered an order on May  
28 13, 2015 reflecting its decision on the supplemental briefing (the "Accounting Order"). Having

1 considered the entire record presented at trial, including testimony of witnesses, the documentary  
2 evidence, stipulations of counsel, the papers submitted by the respective parties, and the arguments  
3 of counsel at trial in this matter, and in accordance with the findings of fact and conclusions of law  
4 incorporated by reference in the May 13, 2015 Order and June 25, 2014 Order, this Court enters  
5 judgment as follows:

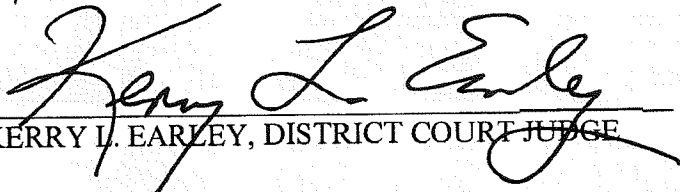
6 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT JUDGMENT IS  
7 ENTERED in favor of Plaintiffs and against Pardee on Plaintiffs' causes of action for breach of  
8 contract and breach of the implied covenant of good faith and fair dealing. Plaintiffs are entitled to  
9 damages from Pardee in an amount totaling \$141,500.00, of which \$6000.00 are consequential  
10 damages from Pardee's breach of the Commission Agreement and the remaining \$135,500.00 are  
11 special damages in the form of attorney's fees and costs.

12 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT JUDGMENT IS  
13 ENTERED in favor of Plaintiffs and against Pardee on Plaintiffs' cause of action for accounting.  
14 Pardee shall provide Plaintiffs with future accountings related to the Commission Agreement  
15 consistent with the Accounting Order entered by the Court on May 13, 2015.

16 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT JUDGMENT IS  
17 ENTERED in favor of Plaintiffs and against Pardee on Pardee's cause of action for the breach of  
18 implied covenant of good faith and fair dealing.

19 The Court reserves jurisdiction over this Judgment regarding the issues of attorney's fees,  
20 costs, and legal interest, therefore, this Judgment may be amended upon entry of any further awards  
21 of interest, costs, and/or attorney's fees.

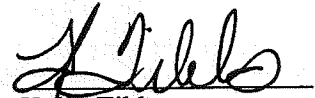
22 DATED: May 11, 2016.

23  
24  
25  
26  
27  
28  
  
KERRY L. EARLEY, DISTRICT COURT JUDGE

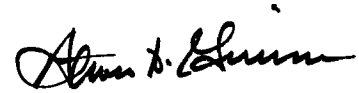
**CERTIFICATE OF SERVICE**

I hereby certify that on or about the date filed, I electronically served, sent by facsimile, emailed, or placed a copy of this order in the attorney's folder on the first floor of the Regional Justice Center as follows:

James J. Jimmerson, Esq. - The Jimmerson Law Firm  
Michael C. Flaxman, Esq. - The Jimmerson Law Firm  
Pat Lundvall, Esq. - McDonald Carano Wilson  
Rory T. Kay, Esq. - McDonald Carano Wilson



Kelly Tibbs  
Judicial Executive Assistant



CLERK OF THE COURT

**ORDR**

JAMES J. JIMMERSON, ESQ.  
Nevada Bar No. 000264  
MICHAEL C. FLAXMAN, ESQ.  
Nevada Bar No. 0012963  
THE JIMMERSON LAW FIRM, P.C.  
415 South Sixth Street, Suite 100  
Las Vegas, Nevada 89101  
Telephone: (702) 388-7171  
Facsimile: (702) 380-6406  
[jjj@jimmersonlawfirm.com](mailto:jjj@jimmersonlawfirm.com)  
[mcf@jimmersonlawfirm.com](mailto:mcf@jimmersonlawfirm.com)  
Attorneys for Plaintiffs

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

JAMES WOLFRAM and WALTER D. WILKES  
and ANGELA L. LIMBOCKER-WILKES  
LIVING TRUST, ANGELA L.  
LIMBOCKER-WILKES, TRUSTEE,

Plaintiffs,

v.

PARDEE HOMES OF NEVADA,

Defendant.

CASE NO.: A-10-632338  
DEPT. NO.: IV

**ORDER AND JUDGMENT FROM  
AUGUST 15, 2016 HEARINGS  
REGARDING PLAINTIFF'S  
MOTION FOR ATTORNEY'S FEES  
AND COSTS**

This matter coming on for a hearing on the 15<sup>th</sup> day of August, 2016, upon Plaintiffs', JAMES WOLFRAM and ANGELA L. LIMBOCKER-WILKES as trustee of the WALTER D. WILKES AND ANGELA L. LIMBOCKER-WILKES LIVING TRUST, Motion for Attorney's Fees and Costs, James J. Jimmerson, Esq. and Michael C. Flaxman, Esq. of THE JIMMERSON LAW FIRM, P.C. appearing on behalf of Plaintiffs and Plaintiff James Wolfram being present, and Pat Lundvall, Esq. and Rory T. Kay, Esq. appearing on behalf of Defendant and no corporate representative being present, and the Court

1 having reviewed the papers and pleadings on file herein, and heard the arguments of  
2 counsel, and for good cause appearing:

3 THE COURT HEREBY NOTES that it has analyzed the proposed attorney's fees  
4 presented by Plaintiffs pursuant to the controlling case of *Brunzell v. Golden Gate Nat'l*  
5 *Bank*, 85 Nev. 345, 455 P.2d 31 (1969) and NRPC 1.5, conducted an extensive review  
6 of all documentation supporting Plaintiffs' requested attorney's fees and also,  
7 Defendant's Opposition thereto;  
8

9 THE COURT HEREBY FINDS that Plaintiffs' Offer of Judgment, remitted to  
10 Defendant on or about April 29, 2013, contained a conditional provision and as such,  
11 does not provide Plaintiffs with a basis to recover attorney's fees.  
12

13 THE COURT FURTHER FINDS that Plaintiffs are the prevailing party in the  
14 instant litigation pursuant to the Court's Findings of Fact and Conclusions of Law, filed  
15 June 25, 2014, the Findings of Fact and Conclusions of Law and Supplemental Briefing  
16 Regarding Future Accounting, filed May 13, 2015 and the final Judgment entered on  
17 May 16, 2016.  
18

19 THE COURT FURTHER FINDS that, the Commission Agreement, executed by  
20 the parties on or about September 1, 2004, specifically provides that, in the event either  
21 party brings an action to enforce its right under that agreement, the prevailing party shall  
22 be awarded reasonable attorney's fees and costs.

23 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiffs' Motion  
24 for Attorney's Fees and Costs is granted. Based upon the pleadings before the Court,  
25 and upon the Affidavit of James J. Jimmerson, Esq. and the evidentiary documentation  
26 provided by both parties before the Court, Plaintiffs' request for \$428,462.75 is  
27 reasonable, necessarily incurred, and is separate from, and in addition to, Plaintiff's  
28

1 attorney's fees damages in the amount of \$135,500.00 as part of the \$141,500.00 in  
2 damages awarded in favor of Plaintiffs and against Defendant within its final Judgment,  
3 filed May 16, 2016. As such, Plaintiffs shall take Judgment in favor of Plaintiffs and  
4 against Defendant, Pardee Homes of Nevada in the sum of \$428,462.75, plus legal  
5 interest until paid in full, collectible by any and all lawful means.

6  
7 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that with respect to  
8 the commencement date for prejudgment interest, the parties shall brief the issue for  
9 the Court. Plaintiffs' brief shall be filed on or before September 12, 2016, with  
10 Defendant's Opposition to be filed on or before October 17, 2016. Plaintiffs' Reply brief  
11 shall be filed on or before October 31, 2016. The Court shall conduct a hearing on the  
12 issue of prejudgment interest on December 12, 2016 at 3:00 a.m., in chambers.

13  
14 DATED this 6 day of January, 2016. 2017

15  
16   
DISTRICT COURT JUDGE

17 Respectfully submitted by:

APPROVED AS TO FORM AND CONTENT:

18  
19 Dated this \_\_\_ day December, 2016.

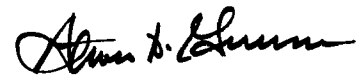
Dated this \_\_\_ day December, 2016.

20 THE JIMMERSON LAW FIRM,  
21 P.C.

McDONALD CARANO WILSON, LLP

22  
23  
24 JAMES J. JIMMERSON, ESQ.  
Nevada State Bar No. 000264  
25 MICHAEL C. FLAXMAN, ESQ.  
Nevada Bar No. 012963  
26 415 South Sixth St., Ste. 100  
Las Vegas, NV 89101  
27 Attorneys for Plaintiffs

28  
PAT LUNDVALL, ESQ.  
Nevada State Bar No. 3761  
RORY T. KAY, ESQ.  
Nevada State Bar No. 12416  
2300 West Sahara Ave., Ste. 1200  
Las Vegas, Nevada 89102  
Attorneys for Defendant



CLERK OF THE COURT

1 **NEOJ**

2 THE JIMMERSON LAW FIRM, P.C.

3 JAMES J. JIMMERSON, ESQ.

4 Nevada Bar No. 000264

5 MICHAEL C. FLAXMAN, ESQ.

6 Nevada Bar No. 0012963

7 415 South Sixth Street, Suite 100

8 Las Vegas, Nevada 89101

9 Telephone: (702) 388-7171

10 Facsimile: (702) 380-6406

11 [jjj@jimersonlawfirm.com](mailto:jjj@jimersonlawfirm.com)

12 [mcf@jimersonlawfirm.com](mailto:mcf@jimersonlawfirm.com)

13 Attorneys for Plaintiffs

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

14 JAMES WOLFRAM and WALTER D. WILKES  
15 and ANGELA L. LIMBOCKER-WILKES  
16 LIVING TRUST, ANGELA L.  
17 LIMBOCKER-WILKES, TRUSTEE,

18 Plaintiffs,

19 v.

20 PARDEE HOMES OF NEVADA,

21 Defendant.

CASE NO.: A-10-632338

DEPT. NO.: IV

Courtroom No. 16B

**NOTICE OF ENTRY OF ORDER  
AND JUDGMENT FROM AUGUST  
15, 2016 HEARINGS REGARDING  
PLAINTIFF'S MOTION FOR  
ATTORNEY'S FEES AND COSTS**

22 PLEASE TAKE NOTICE that an ORDER AND JUDGMENT FROM AUGUST 15,  
23 2016 HEARINGS REGARDING PLAINTIFF'S MOTION FOR ATTORNEY'S FEES AND  
24 COSTS was entered in the above-captioned matter on January 9, 2017. A true and correct  
25 file -stamped

26 ///

27 ///

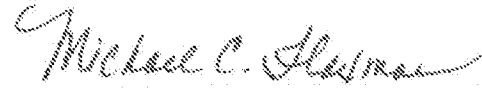
28 ///



1 copy of said Order is attached hereto as Exhibit "1".

2 Dated this 10<sup>th</sup> day of January, 2017.

3  
4 THE JIMMERSON LAW FIRM, P.C.

5 

6 JAMES J. JIMMERSON, ESQ.  
7 Nevada State Bar No.: 00264  
8 MICHAEL C. FLAXMAN, ESQ.  
9 Nevada State Bar No.: 12963  
10 415 South 6<sup>th</sup> Street, Suite 100  
11 Las Vegas, Nevada 89101  
12 Attorneys for Plaintiffs  
13  
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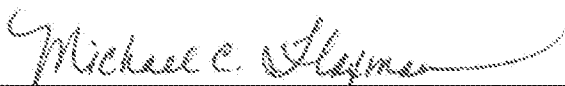
CERTIFICATE OF SERVICE

I hereby certify that I am an employee of THE JIMMERSON LAW FIRM, P.C.  
that on the 10th day of January, 2017, service of the above and foregoing **NOTICE  
OF ENTRY OF ORDER AND JUDGMENT FROM AUGUST 15, 2016 HEARINGS  
REGARDING PLAINTIFF'S MOTION FOR ATTORNEY'S FEES AND COSTS** was  
made as indicated below:

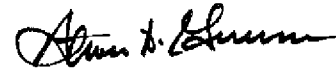
- ☒ pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and  
Administrative Order 14-2 captioned "In the Administrative Matter of  
Mandatory Electronic Service in the Eighth Judicial District Court," by  
mandatory electronic service through the Eighth Judicial District Court's  
electronic filing system;  
☐ 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;  
☐ by electronic mail;  
☐ 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:

Pat Lundvall, Esq.  
Rory T. Kay, Esq.  
MCDONALD CARANO WILSON, LLP  
2300 W. Sahara Ave., Ste. 1200  
Las Vegas, Nevada 89102  
Attorneys for Defendant

  
An employee of THE JIMMERSON LAW FIRM, P.C.

# Exhibit "1"



CLERK OF THE COURT

**ORDR**

JAMES J. JIMMERSON, ESQ.  
Nevada Bar No. 000264  
MICHAEL C. FLAXMAN, ESQ.  
Nevada Bar No. 0012963  
THE JIMMERSON LAW FIRM, P.C.  
415 South Sixth Street, Suite 100  
Las Vegas, Nevada 89101  
Telephone: (702) 388-7171  
Facsimile: (702) 380-6406  
[jjj@jimmersonlawfirm.com](mailto:jjj@jimmersonlawfirm.com)  
[mcf@jimmersonlawfirm.com](mailto:mcf@jimmersonlawfirm.com)  
Attorneys for Plaintiffs

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

JAMES WOLFRAM and WALTER D. WILKES  
and ANGELA L. LIMBOCKER-WILKES  
LIVING TRUST, ANGELA L.  
LIMBOCKER-WILKES, TRUSTEE,

Plaintiffs,

v.

PARDEE HOMES OF NEVADA,

Defendant.

CASE NO.: A-10-632338  
DEPT. NO.: IV

**ORDER AND JUDGMENT FROM  
AUGUST 15, 2016 HEARINGS  
REGARDING PLAINTIFF'S  
MOTION FOR ATTORNEY'S FEES  
AND COSTS**

This matter coming on for a hearing on the 15<sup>th</sup> day of August, 2016, upon Plaintiffs', JAMES WOLFRAM and ANGELA L. LIMBOCKER-WILKES as trustee of the WALTER D. WILKES AND ANGELA L. LIMBOCKER-WILKES LIVING TRUST, Motion for Attorney's Fees and Costs, James J. Jimmerson, Esq. and Michael C. Flaxman, Esq. of THE JIMMERSON LAW FIRM, P.C. appearing on behalf of Plaintiffs and Plaintiff James Wolfram being present, and Pat Lundvall, Esq. and Rory T. Kay, Esq. appearing on behalf of Defendant and no corporate representative being present, and the Court

1 having reviewed the papers and pleadings on file herein, and heard the arguments of  
2 counsel, and for good cause appearing:

3 THE COURT HEREBY NOTES that it has analyzed the proposed attorney's fees  
4 presented by Plaintiffs pursuant to the controlling case of *Brunzell v. Golden Gate Nat'l*  
5 *Bank*, 85 Nev. 345, 455 P.2d 31 (1969) and NRPC 1.5, conducted an extensive review  
6 of all documentation supporting Plaintiffs' requested attorney's fees and also,  
7 Defendant's Opposition thereto;  
8

9 THE COURT HEREBY FINDS that Plaintiffs' Offer of Judgment, remitted to  
10 Defendant on or about April 29, 2013, contained a conditional provision and as such,  
11 does not provide Plaintiffs with a basis to recover attorney's fees.

12 THE COURT FURTHER FINDS that Plaintiffs are the prevailing party in the  
13 instant litigation pursuant to the Court's Findings of Fact and Conclusions of Law, filed  
14 June 25, 2014, the Findings of Fact and Conclusions of Law and Supplemental Briefing  
15 Regarding Future Accounting, filed May 13, 2015 and the final Judgment entered on  
16 May 16, 2016.  
17

18 THE COURT FURTHER FINDS that, the Commission Agreement, executed by  
19 the parties on or about September 1, 2004, specifically provides that, in the event either  
20 party brings an action to enforce its right under that agreement, the prevailing party shall  
21 be awarded reasonable attorney's fees and costs.  
22

23 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiffs' Motion  
24 for Attorney's Fees and Costs is granted. Based upon the pleadings before the Court,  
25 and upon the Affidavit of James J. Jimmerson, Esq. and the evidentiary documentation  
26 provided by both parties before the Court, Plaintiffs' request for \$428,462.75 is  
27 reasonable, necessarily incurred, and is separate from, and in addition to, Plaintiff's  
28

1 attorney's fees damages in the amount of \$135,500.00 as part of the \$141,500.00 in  
2 damages awarded in favor of Plaintiffs and against Defendant within its final Judgment,  
3 filed May 16, 2016. As such, Plaintiffs shall take Judgment in favor of Plaintiffs and  
4 against Defendant, Pardee Homes of Nevada in the sum of \$428,462.75, plus legal  
5 interest until paid in full, collectible by any and all lawful means.  
6

7 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that with respect to  
8 the commencement date for prejudgment interest, the parties shall brief the issue for  
9 the Court. Plaintiffs' brief shall be filed on or before September 12, 2016, with  
10 Defendant's Opposition to be filed on or before October 17, 2016. Plaintiffs' Reply brief  
11 shall be filed on or before October 31, 2016. The Court shall conduct a hearing on the  
12 issue of prejudgment interest on December 12, 2016 at 3:00 a.m., in chambers.  
13

14 DATED this 6 day of January, 2016. 2017

15   
16 DISTRICT COURT JUDGE

17 Respectfully submitted by:

APPROVED AS TO FORM AND CONTENT:

18 Dated this \_\_\_ day December, 2016.

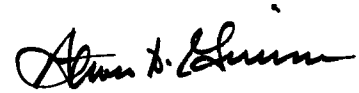
19 Dated this \_\_\_ day December, 2016.

20 THE JIMMERSON LAW FIRM,  
21 P.C.

McDONALD CARANO WILSON, LLP

22  
23 JAMES J. JIMMERSON, ESQ.  
24 Nevada State Bar No. 000264  
25 MICHAEL C. FLAXMAN, ESQ.  
26 Nevada Bar No. 012963  
27 415 South Sixth St., Ste. 100  
28 Las Vegas, NV 89101  
*Attorneys for Plaintiffs*

PAT LUNDVALL, ESQ.  
Nevada State Bar No. 3761  
RORY T. KAY, ESQ.  
Nevada State Bar No. 12416  
2300 West Sahara Ave., Ste. 1200  
Las Vegas, Nevada 89102  
*Attorneys for Defendant*



CLERK OF THE COURT

**ORDR**

JAMES J. JIMMERSON, ESQ.  
Nevada Bar No. 000264  
MICHAEL C. FLAXMAN, ESQ.  
Nevada Bar No. 0012963  
THE JIMMERSON LAW FIRM, P.C.  
415 South Sixth Street, Suite 100  
Las Vegas, Nevada 89101  
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Attorneys for Plaintiffs

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

JAMES WOLFRAM and WALTER D. WILKES  
and ANGELA L. LIMBOCKER-WILKES  
LIVING TRUST, ANGELA L.  
LIMBOCKER-WILKES, TRUSTEE,

Plaintiffs,

v.

PARDEE HOMES OF NEVADA,

Defendant.

CASE NO.: A-10-632338  
DEPT. NO.: IV

**ORDER AND JUDGMENT FROM  
AUGUST 15, 2016 HEARINGS  
REGARDING DEFENDANT'S  
MOTION FOR ATTORNEY'S FEES  
AND COSTS**

This matter coming on for a hearing on the 15<sup>th</sup> day of August, 2016, upon Defendant, PARDEE HOMES OF NEVADA's (hereinafter "Pardee"), Motion for Attorney's Fees and Costs, James J. Jimmerson, Esq. and Michael C. Flaxman, Esq. of THE JIMMERSON LAW FIRM, P.C. appearing on behalf of Plaintiffs, JAMES WOLFRAM and ANGELA L. LIMBOCKER-WILKES as trustee of the WALTER D. WILKES AND ANGELA L. LIMBOCKER-WILKES LIVING TRUST and Plaintiff James Wolfram being present, and Pat Lundvall, Esq. and Rory T. Kay, Esq. appearing on