


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and failure to so respond will result in a judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.
- 3. If you intend to seek the advice of any attorney in this matter, you should do so promptly so that your response may be filed on time.
- 4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the Complaint.

Submitted by:
JIMMERSON HANSEN, P.C.

By 
JAMES J. JIMMERSON, ESQ.
Nevada Bar No. 000264
jjj@jimmersonhansen.com
415 So. Sixth St., Ste. 100
Las Vegas, NV 89101
(702) 388-7171
Attorney for Plaintiffs
JAMES WOLFRAM and WALT WILKES

STEVEN D. GRIERSON
CLERK OF COURT

By: _____
Deputy Clerk
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0

David M. Briggs, being duly sworn, says: that at all times herein affiant was and is over 18 years of age, not a party to nor interested in the proceeding in which this affidavit is made. That affiant received one - copy(ies) of the ^{Amended} Summons and ^{Amended} Complaint, _____ on the 20th day of January, 20 11, and served the same on the 9th day of February, 20 11.

_____ Serving the Defendant _____ by personally delivering and leaving a copy with _____, a person of suitable age and discretion residing at the Defendant's usual place of abode located at _____

(a) with _____ as _____, an agent lawfully designated by statute to accept service of process;

(b) with Brianne Jibben, pursuant to NRS 14.010 as a person of suitable age and discretion at the above address, which address is the address of the resident agent as shown on the current certificate of designation file with the Secretary of State

____ Ordinary mail
____ Certified mail, return receipt requested

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

____ Registered mail, return receipt requested addressed to
Defendant _____ at Defendant's last
known address of which is _____
_____.

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

EXECUTED this 9th day of February, 2011.


Signature of person making service

Corporate Intelligence Int'l
707 S. 10th St.
Las Vegas, NV 89101
ST Lic# 595-595A

Exhibit 5

Exhibit 5

PRINCIPAL AND INTEREST CALCULATION OF OFFER OF JUDGMENT

Offer of Judgment: \$149,000.00

Rate: 5.25%¹

Time: 27 months or 2.25 years (From date of service of the Amended Complaint, February 9, 2011 to the date of service of the Offer of Judgment on April 29, 2013)

$P = \text{Amount} / (1 + (\text{rate})(\text{time}))$

$P = 149,000 / (1 + (0.0525 \times 2.25))$

Principal = \$133,258.80

Interest = \$15,741.20

¹ Pursuant to NRS 17.130 ("The judgment draws interest from the time of service of the summons and complaint until satisfied [...] at a rate equal to the prime rate at the largest bank in Nevada as ascertained by the Commissioner of Financial Institutions on January 1 or July 1, as the case may be, immediately preceding the date of judgment, plus 2 percent.")

Exhibit 6

Exhibit 6

JIMMERSON HANSEN, P.C.
415 South Sixth Street, Suite 100, Las Vegas, Nevada 89101
Telephone (702) 388-7171 - Facsimile (702) 387-1157

1 **SUPP**

2 JAMES J. JIMMERSON, ESQ.

3 Nevada Bar No. 000264

4 LYNN M. HANSEN, ESQ.

5 Nevada Bar No. 0244

6 JAMES M. JIMMERSON, ESQ.

7 Nevada Bar No. 12599

8 JIMMERSON HANSEN, P.C.

9 415 So. Sixth St., Ste. 100

10 Las Vegas, NV 89101

11 Tel No.: (702) 388-7171; Fax No.: (702) 380-6406

12 jjj@jimmersonhansen.com

13 lmh@jimmersonhansen.com

14 imi@jimmersonhansen.com

15 Attorney for Plaintiffs

16 *James Wolfram and Walt Wilkes*

17 **DISTRICT COURT**

18 **CLARK COUNTY, NEVADA**

19 JAMES WOLFRAM AND WALT WILKES

20 Plaintiffs,

21 vs.

22 PARDEE HOMES OF NEVADA,

23 Defendant.

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

24 **PLAINTIFFS' TENTH SUPPLEMENT TO NRCP 16.1 DISCLOSURE OF
25 WITNESSES AND DOCUMENTS**

26 COME NOW Plaintiffs, JAMES WOLFRAM and WALT WILKES, by and through their
27 attorneys, Lynn M. Hansen, Esq., and James M. Jimmerson, Esq., of the law firm of
28 Jimmerson Hansen, P.C., and hereby submit the following Tenth Supplement to their list of
witnesses and production of documents, as follows (*new items in bold*):

29 ///

30 ///

31 ///

I.
WITNESSES

Plaintiffs provide the following witnesses' identities, last known address and telephone numbers:

1. James Wolfram
c/o Jimmerson Hansen, P.C.
415 South Sixth Street, Suite 100
Las Vegas, Nevada 89101
(702) 388-7171

This person most knowledgeable is expected to render testimony regarding the facts and circumstances surrounding the subject matter of this litigation.

2. Walt Wilkes
c/o Jimmerson Hansen, P.C.
415 South Sixth Street, Suite 100
Las Vegas, Nevada 89101
(702) 388-7171

This person most knowledgeable is expected to render testimony regarding the facts and circumstances surrounding the subject matter of this litigation.

3. Frances Butler Dunlap
Chicago Title Company
Las Vegas, Nevada

This person was the head of the Real Estate Commercial Department of Chicago Title Company, is most knowledgeable, and is expected to render testimony regarding the facts and circumstances surrounding the subject matter of this litigation.

4. PARDEE HOMES OF NEVADA
Custodian of Records
McDonald Carano Wilson LLP
100 West Liberty Street, 10th Floor
Reno, Nevada 89501
(775) 788-2000

Pardee Homes of Nevada is a named Defendant in this matter. Its present or former employees, representatives, agents, person to be designated pursuant to NRCP 30(b)(6) and/or custodians of records are expected to testify regarding the facts and background of this case.

- 1 5. PARDEE HOMES OF NEVADA
2 Person Most Knowledgeable
3 McDonald Carano Wilson LLP
4 100 West Liberty Street, 10th Floor
5 Reno, Nevada 89501
6 (775) 788-2000

7 Pardee Homes of Nevada is a named Defendant in this matter. Its present or former
8 employees, representatives, agents, person to be designated pursuant to NRCP 30(b)(6)
9 and/or Person Most Knowledgeable are expected to testify regarding the facts and background
10 of this case.

- 11 6. Jon Lash
12 c/o McDonald Carano Wilson LLP
13 100 West Liberty Street, 10th Floor
14 Reno, Nevada 89501
15 (775) 788-2000

16 Mr. Lash is an employee of PARDEE HOMES OF NEVADA and is expected to testify
17 regarding the facts and background of this case.

- 18 7. Clifford Anderson
19 c/o McDonald Carano Wilson LLP
20 100 West Liberty Street, 10th Floor
21 Reno, Nevada 89501
22 (775) 788-2000

23 Mr. Anderson is an employee of PARDEE HOMES OF NEVADA and is expected to
24 testify regarding the facts and background of this case.

- 25 8. Harvey Whitmore
26 c/o Coyote Springs
27 Address Unknown

28 Mr. Whitmore is the owner of the property involved in this lawsuit and is expected to
testify regarding the facts and background of this case.

9. Chicago Title Company
Las Vegas, Nevada
Custodian of Records

The Custodian of Records is expected to testify regarding the facts and background of
this case.

10. Chicago Title Company
Las Vegas, Nevada
Person Most Knowledgeable

1 The Person Most Knowledgeable is expected to testify regarding the facts and
2 background of this case.

3 11. Peter J. Dingerson
4 D&W Real Estate
5 5455 S. Durango Dr., Ste 160
6 Las Vegas, NV 89113

7 Mr. Dingerson is the owner of D&W Real Estate and is expected to testify regarding the
8 facts and background of this case.

9 12. Jay Dana
10 General Realty Group
11 6330 S. Eastern Ave Ste 2
12 Las Vegas, NV 89119

13 Mr. Dana is the owner of General Realty Group Inc. and is expected to testify regarding
14 the facts and background of this case.

15 13. Jerry Masini
16 Award Realty Corp.
17 3015 S. Jones Blvd.
18 Las Vegas, NV 89146

19 Mr. Masini is the owner of Award Realty and is expected to testify regarding the
20 facts and background of this case.

21 14. Mark Carmen
22 Exit Realty Number One
23 6600 W. Charleston, Suite #119
24 Las Vegas, Nevada 89146

25 Mr. Carmen is the owner of Las Vegas Realty Center and is expected to testify
26 regarding the facts and background of this case.

27 Plaintiffs reserve the right to call any and all witnesses who may be disclosed or
28 deposed throughout the course of discovery.

Plaintiffs reserve the right to call any and all of Defendant's witnesses; and

Plaintiffs reserve the right to call any and all rebuttal witnesses.

Plaintiffs' experts, if any, as yet unidentified.

Plaintiffs reserve the right to supplement this list of witnesses as discovery
progresses and until the time of trial in this case.

II.

DOCUMENTS

Pursuant to NRCP 16.1(a)(1)(B), Plaintiffs provide the following documents relating to Plaintiffs and Defendants:

1. Any and all written agreements between the Parties;
2. Any and all documents evidencing damages to the Plaintiffs;
3. Any and all correspondence between the Parties;
4. Any and all appropriate Custodian of Record documents;
5. Any and all pleadings in this matter;

These documents are being reproduced as Plaintiffs' Initial NRCP 16.1 Disclosures of Witnesses and Documents had duplicate documents. The duplicate copies have been removed and the documents are listed as follows:

1. Option Agreement for the Purpose of Real Property and Joint Escrow Instructions dated May 2004 (Bates No. PLTF0001-0080);
2. Amended and Restated Option Agreement for the Purchase of Real Property and Joint Escrow Instructions dated March 28, 2005, (Bates No. PLTF0081-0152);
3. Two Assignments of Real Estate Commission and Personal Certification Agreement (Bates No. PLTF0153-0157A)
4. Letter dated September 2, 2004 from Pardee Homes to Mr. Walt Walkes regarding the attached Commission letter dated September 1, 2004, (Bates No. PLTF0158-0162);
5. Amendment No. 2 to Option Agreement for the Purchase of Real Property and Joint Escrow Instructions, (Bates No. PLTF0163-0174);
6. Letter dated April 6, 2009 from Pardee Homes to Mr. Jim Wolfram, (Bates No. PLTF0175-0179);
7. Letter dated April 23, 2009 from James J. Jimmerson, Esq., to Jim Stringer, Esq., (Bates No. PLTF0180-0187);
8. Letter dated May 19, 2011 from James J. Jimmerson, Esq., to Jim Stringer, Esq., (Bates No. PLTF0188-0191);
9. Letter dated July 10, 2009 from Charles E. Curtis to James J. Jimmerson, Esq., (Bates No. PLTF0192-0193);
10. Letter dated August 26, 2009 from James J. Jimmerson, Esq., to Charles E. Curtis, (Bates No. PLTF0194-0196);
11. Letter dated November 24, 2009 from Jon E. Lash to Mr. Jim Wolfram, (Bates No. PLTF0197-0202);

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

- 1 12. Letter dated April 21, 2010 from Jim Wolfram to Mr. Jon Lash, (Bates No. PLTF0203-0205);
- 2 13. Letter dated May 17, 2010 from James J. Jimmerson, Esq., to Mr. John E. Lash, (Bates No. PLTF0206-0209);
- 3 14. Letter dated June 14, 2010 from Charles E. Curtis to James J. Jimmerson, Esq., (Bates No. PLTF0210-0211);
- 4 15. Bates Nos. PLTF0212-0244 are the duplicative documents produced in Plaintiffs' Initial 16.1 Disclosure of Documents and Witnesses.
- 5 16. Documents produced by Stewart Title in response to Plaintiffs' Subpoena Duces Tecum on CD, (Bates No. PLTF0245-PLTF1423);
- 6 17. Documents produced by Chicago Title in response to Plaintiffs' Subpoena Duces Tecum on CD, (Bates No. PLTF1424-PLTF10414);
- 7 18. Documents produced by Coyote Springs Investments in response to Plaintiff's Duces Tecum on CD, (Bates No. CSI_Wolfram 000014 - CSI_Wolfram0003004), attached hereto;
- 8 19. Coyote Springs Investment, LLC's Privilege Log, (Bates No. PLTF10415 - PLTF10417), attached hereto;
- 9 20. Affidavit of Custodian of Records, (Bates No. PLTF10418-PLTF10419); attached hereto;
- 10 21. Non-Party Coyote Springs Investments, LLC's Supplement and Amended Objection and Response to Plaintiff's Subpoena Duces Tecum, (Bates PLTF10420-PLTF10424, attached hereto.
- 11 22. Chicago Title Company's previously bates stamped documents no. PLTF 1424 through PLTF 10414 (on bottom right of documents bates stamped) and rebated as bates nos: Cht 00001 through Cht 08998 (on bottom left of documents bates stamped), including the Custodian of Records Subpoena to Chicago Title Company including the executed Certificate of Custodian of Records bates stamped as Cht 08997.
- 12 23. Stewart Title Company's previously bates stamped documents no. PLTF 0245 through PLTF 1423 and rebated as bates nos: Stwt 0001 through 1202. Documents Stwt 0699 and Stwt 0731 are copy coversheets and were inadvertently bates stamped.
- 13 24. Copy of Plat Map recorded in the Clark County Recorder's Office in Book 138, page 51, bates PLTF 10427 through PLTF 10438.
- 14 25. Copy of Parcel Map recorded in the Clark County Recorder's Office in File 116, page 35, bates PLTF 10439 through PLTF 10440.
- 15 26. Copy of Parcel Map recorded in the Clark County Recorder's Office in File 117, page 18, bates PLTF 10441 through PLTF 10443.
- 16 27. Copy of Plat Map recorded in the Clark County Recorder's Office in Book 140, page 57, bates PLTF 10444 through PLTF10456.
- 17 28. Copy of Parcel Map recorded in the Clark County Recorder's Office in File 113, page 55, bates PLTF 10457 through PLTF 10462.

29. Copy of Parcel Map recorded in the Clark County Recorder's Office in File 98, page 57, bates PLTF 10463 through PLTF 10468.
30. Copy of redacted billing sheets representing attorney's fees charged by Jimmerson Hansen, P.C. from November 3, 2010 through October 19, 2012, bates PLTF 10469 through PLTF 10481.
31. Affidavit of Peter J. Dingerson, bates PLTF 10482 through PLTF 10484.
32. Assignment of Rights, Title and Interest from Jay Dana on behalf of General Realty Group Inc. to Walt Wilkes, dated January 11, 2011, bates PLTF 10485.
33. Assignment of Rights, Title and Interest from Jerry Masini on behalf of Award Realty to James Wolfram, dated December 20, 2010, bates PLTF 10486.
34. Letter from Jeffrey King, M.D. dated November 1, 2011 regarding the health of Walt Wilkes, bates PLTF 10487.
35. Affidavit of Jerry Masini, bates PLTF 10488 through PLTF 10490.
36. Assignment signed by Mark Carmen dated December 3, 2012 along with Exhibit A signed by Jay Dana dated January 11, 2011, attached hereto as bates PLTF 10491 through PLTF 10493; and
37. Assignment signed by Peter J. Dingerson dated December 20, 2012 along with Exhibit A signed by Jerry Masini dated December 20, 2010, attached hereto as bates PLTF 10494 through PLTF 10496.
38. Copy of redacted billing sheets representing attorney's fees charged by Jimmerson Hansen, P.C. from October 24, 2012 through February 21, 2013, bates PLTF 10497 through PLTF 10499.
39. Copy of redacted costs representing costs expended by Jimmerson Hansen, P.C. from December 29, 2010 through February 4, 2013 bates PLTF 10500 through PLTF 10505.
40. Copy of redacted billing sheets representing attorney's fees charged by Jimmerson Hansen, P.C. from February 21, 2013 through March 29, 2013, bates PLTF 10506 through PLTF 10508.
41. Copy of redacted costs representing costs expended by Jimmerson Hansen, P.C. from February 27, 2013 through March 13, 2013 bates PLTF 10509 through 10510.
42. Copy of redacted billing sheets representing attorney's fees charged by Jimmerson Hansen, P.C. from April 1, 2013 through April 18, 2013, bates PLTF 10511 through PLTF 10512.
43. Color copy of the map as edited by James Wolfram, attached hereto as bates PLTF 10513.
44. Color copy the original map from Jon Lash to James Wolfram of the entire site, attached hereto as bates PLTF 10514.

1 45. Three (3) color copies of maps from James Wolfram to Jon Lash, originally
2 produced by your office on April 21, 2010, attached hereto as bates PLTF
10515-10517; and

3 46. A further detailed computation of the attorney fee damages is found at
4 Exhibit "1" attached hereto. Exhibit "1" is a collection of the previously
5 produced attorney's fees with the highlighted sections representing the
6 line items which were aggregated at 100% plus the non-highlighted line
7 items which were aggregated at 33.3% to equal \$102,160.00. The pink
highlighted line items represent those damages for a breach of contract
and breach of the implied covenant of good faith and fair dealing claims,
which total \$7,602.50.

8 Plaintiffs reserve the right to any and all documents the Defendants disclosed by any
9 parties or used at any depositions.

10 Plaintiffs reserve the right to any and all other relevant documents to this matter.

11 Plaintiffs reserve the right to identify and produce different and/or additional documents
12 as the investigation and discovery in this case proceeds.

13 III.

14 COMPUTATION OF DAMAGES

15 Plaintiffs calculate their damages to be in excess of \$1,900,000.00 associated with the
16 Defendant's breach of contract and the Defendant's failure to faithfully meet their obligations
17 to the Plaintiffs.

18 There are two primary components to this calculation. The first component is the loss
19 of future commissions from future sales or takedowns of property located in Clark County,
20 subject to the September 1, 2004 Commission Letter Agreement. There appears to be at least
21 3,000 acres of property, defined as Option Property under the Option Agreement effective
22 June 1, 2004, currently owned by Coyote Springs Investment, LLC in Township 13 South,
23 Range 63 East M.D.M., Clark County, Nevada. Under the Option Agreement effective June
24 1, 2004, these 3,000 acres can be purchased by Pardee and designated as Production
25 Residential Property—a purchase and designation that would entitle Plaintiffs to a 1.5%
26 commission on a per-acre price of \$40,000.00. If 3,000 acres were purchased by Pardee
27 under this scenario, Plaintiffs would be entitled to \$1,800,000 in commissions. However,
28 Pardee's course of conduct in failing to appropriately discharge its duties under the
Commission Letter Agreement has robbed Plaintiffs of this opportunity to be paid these

1 commissions. Pardee's actions have served to reclassify the land originally labeled as
2 Purchase Property and Option Property, and under the new reclassification, all Option
3 Property has been removed from Clark County, thereby divesting Plaintiffs of any hope to
4 collect any part of the \$1.8 million in commissions they could be paid had no reclassification
5 occurred.

6 The second component of this calculation is attorney's fees. Plaintiffs' attorney's fees
7 and costs currently exceed \$146,000.00. This amount represents all work from the date of
8 drafting of the Complaint in November 2010 through April 20, 2013. Plaintiffs' attorney's fees
9 and costs constitute damages pursuant to the September 1, 2004 Commission Letter
10 Agreement. As stated in the Agreement, "In the event, either party brings an action to enforce
11 its rights under this Agreement, the prevailing party shall be awarded reasonable attorneys'
12 fees and costs." Plaintiffs in bringing this suit expect to be the prevailing party and, as such,
13 are entitled to their reasonable attorney's fees as damages for Defendant's breach of contract,
14 breach of the covenant of good faith and fair dealing, and for compelling the accounting due
15 to Plaintiffs.

16 As stated by the Court in its most recent minute order, Plaintiffs' claims for attorney fee
17 damages are governed by *Sandy Valley Assoc. v. Sky Ranch Estates Owners Assoc.*, 117
18 Nev. 948 (2001). Pursuant to *Sandy Valley*, Plaintiffs calculate their attorney fee damages as
19 follows: all fees and costs incurred for filing the complaint, prosecuting the claim for
20 accounting, and seeking documents owed to Plaintiffs under the September 1, 2004
21 Commission Letter Agreement (for the breach of contract and breach of the covenant of good
22 faith and fair dealing claims) plus one-third of the fees and costs incurred for the prosecution
23 of all of the claims (as one of the three claims is for an accounting for which all of Plaintiffs'
24 fees are damages). Exempt from the damages are fees in connection with the prosecution
25 of the breach of contract and breach of the implied covenant of good faith and fair dealing
26 claims, specifically not in furtherance of the recovery of documents. To date, Plaintiffs'
27 attorney fee damages are greater than or equal to: **\$102,160.00**. Specifically, Plaintiffs'
28 attorney fee damages for the accounting claim equal or exceed **\$102,160.00**; for the claim for
the breach of contract equal or exceed **\$7,602.50**; and for the claim for the breach of the

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

1 implied covenant of good faith and fair dealing claims equal or exceed \$7,602.50.

2 Finally, Plaintiffs must be compensated for the time and effort expended attempting to
3 discover from public records what information was owed to them under the Commission Letter
4 Agreement. Specifically, Plaintiffs spent at least 80 hours in attempting to acquire this
5 information. At a fair hourly rate of \$80.00 per hour, Plaintiffs' damages equal or exceed
6 \$6,400.00 for their time.

7 Discovery is still ongoing therefore the Plaintiffs reserve the right to amend and
8 supplement this response as the investigation and discovery in this case proceeds.

9 Dated this 31st day of May, 2013.

10 JIMMERSON HANSEN, P.C.

11
12 
13 JAMES J. JIMMERSON, ESQ.

Nevada Bar No. 000264

14 LYNN M. HANSEN, ESQ.

Nevada Bar No. 0244

15 JAMES M. JIMMERSON, ESQ.

Nevada Bar No. 12599

16 415 So. Sixth St., Ste. 100

17 Las Vegas, NV 89101

18 Attorney for Plaintiffs


19 James Wolfram and Walt Wilkes
20
21
22
23
24
25
26
27
28

JIMMERSON HANSEN, P.C.
415 South Sixth Street, Suite 100, Las Vegas, Nevada 89101
Telephone (702) 398-7171 • Facsimile (702) 397-1167

RECEIPT OF COPY

I, the undersigned, is hereby in receipt of copy of the foregoing PLAINTIFFS' TENTH
SUPPLEMENT TO NRCP 16.1 DISCLOSURE OF WITNESSES AND DOCUMENTS on the
31st day of May, 2013.

McDONALD CARANO WILSON, LLP


PAT LUNDVALL, ESQ.
AARON D. SHIPLEY, ESQ.
2300 W. Sahara Avenue, Suite 1000
Las Vegas, Nevada 89102
Attorneys for Defendant
Pardee Homes of Nevada

COMPUTATION OF ATTORNEY FEE DAMAGES

JA008282

Detail Fee Transaction File List
JIMMERSON HANSEN, P.C.

Client	Trans Date	Start Date	Rate	Hours to Bill	Amount	Ref
Client ID 4886.01 WILKES, WOLFRAM						
4886.01	11/03/2010	11/21/2010 A	175.00	4.00	700.00 Reviewed file for Complaint	ARCH
4886.01	11/04/2010	11/21/2010 A	175.00	3.50	137.50 Whole	ARCH
4886.01	11/05/2010	11/21/2010 A	175.00	1.50	262.50 Filing Complaint	ARCH
4886.01	11/05/2010	11/21/2010 A	550.00	2.00	1,100.00 Revised Draft Complaint	ARCH
4886.01	12/20/2010	12/21/2010 A	550.00	2.00	1,100.00 Revised Complaint for	ARCH
4886.01	12/20/2010	12/21/2010 A			-1,000.00 COURTESY DISCOUNT PER JAMES J. JIMMERSON, ESQ.	ARCH
4886.01	12/27/2010	01/21/2011 A	550.00	2.00	0.00 Revised final draft of Complaint. Ready for filing. (NO CHARGE)	ARCH
4886.01	12/28/2010	01/21/2011 A	550.00	2.00	0.00 Filed Complaint (NO CHARGE)	ARCH
4886.01	12/29/2010	01/21/2011 A	550.00	1.00	0.00 Complaint filed today. Service is sent out for effectuation. (NO CHARGE)	ARCH
4886.01	01/03/2011	01/21/2011 A	550.00	0.50	275.00 Received /	ARCH
4886.01	01/14/2011	01/21/2011 A	175.00	1.00	192.50 Preparation of Amended Complaint and Amended Summons. E-file Amended Complaint.	ARCH
4886.01	01/20/2011	01/21/2011 A	175.00	0.40	70.00 Preparation of Complaint and Summons for Service	ARCH
4886.01	04/01/2011	04/21/2011 A	550.00	1.00	550.00 Review	ARCH
4886.01	08/15/2011	08/21/2011 A	350.00	1.50	525.00 Draft and send 16.1 Case Conference Notice and draft and send email	ARCH
4886.01	08/16/2011	08/21/2011 A	550.00	0.20	110.00 Phone call with client	ARCH
4886.01	08/16/2011	08/21/2011 A	350.00	1.20	420.00 Review / Receipt and review from / Discussion with MA GI	ARCH
4886.01	08/16/2011	08/21/2011 A	350.00	1.50	525.00 Discussion with M : G concerning / Receive and review email correspondence from / : Draft and send response /	ARCH
4886.01	08/19/2011	08/21/2011 A	100.00	1.50	150.00 Draft and finalize 16.1 List call to / regarding /	ARCH
4886.01	08/19/2011	08/21/2011 A	550.00	2.50	1,375.00 Prepare for Rule 16.1 Case Conference attend Rule 16.1 Case Conference. Prepare Request for Production of Documents, redrafting of Requests.	ARCH
4886.01	08/19/2011	08/21/2011 A	350.00	2.00	700.00 Preparation for 16.1 Conference. Discussions with / : Discussion and instruction with / : Editing of Witness List. Search of the and production of documents for 16.1. Attendance a/e 16.1 Telephone call from Mr Wolfram regarding /	ARCH

P.17710466

Detail Fee Transaction File List JIMMERSON HANSEN, P.C.

Client	Trans Date	Sent H Date	Rate	Hours	Amount		Ref.
Client ID 4886.01 WILKES/ WOLFGRAM	08/22/2011	09/21/2011 A	350.00	0.40	140.00	Receipt and review of correspondence; Discussion with email concerning	ARCH
4886.01	08/30/2011	09/21/2011 A	350.00	0.20	70.00	Draft and send correspondence concerning	ARCH
4886.01	09/06/2011	09/21/2011 A	450.00	1.00	450.00	Review Pleadings File and Nature of Action	ARCH
4886.01	09/08/2011	09/21/2011 A	350.00	1.00	350.00	Discussion with 2 wherein 100 discussion with 1 Draft and send email to	ARCH
4886.01	09/12/2011	09/21/2011 A	450.00	2.50	1125.00	Review file	ARCH
4886.01	09/12/2011	09/21/2011 A	100.00	2.50	250.00	Draft JCCFR	ARCH
4886.01	09/13/2011	09/21/2011 A	300.00	2.00	1100.00	Conference with 1 regarding	ARCH
4886.01	09/13/2011	09/21/2011 A	450.00	0.50	150.00	Meeting with Lynn M. Hansen, Esq. and Philip Odunze, Esq.	ARCH
4886.01	09/13/2011	09/21/2011 A	100.00	0.50	225.00	Meeting with Philip Odunze, Esq. &	ARCH
4886.01	09/13/2011	09/21/2011 A	450.00	0.60	60.00	Continue draft of JCCFR	ARCH
4886.01	09/13/2011	09/21/2011 A	450.00	1.00	450.00	Review documents disclosed in 16.1. Draft Supplemental Disclosure	ARCH
4886.01	09/13/2011	09/21/2011 A	450.00	0.50	225.00	Review Joint Case Conference Report	ARCH
4886.01	09/26/2011	10/21/2011 A	450.00	0.20	225.00	Final draft of 1st Supplement to 16.1 Disclosure	ARCH
4886.01	10/05/2011	10/21/2011 A	550.00	0.40	90.00	Conference with Amanda J. Brooklyser, Esq. regarding	ARCH
4886.01	10/12/2011	10/21/2011 A	350.00	1.50	220.00	Schedule of depositions of our clients. Conference with client to be scheduled.	ARCH
4886.01	10/12/2011	10/21/2011 A	350.00	1.50	525.00	Document review and conference with Lynn M. Hansen, Esq. and James J. Jimmerson, Esq. in preparation for	ARCH
4886.01	10/13/2011	10/21/2011 A	350.00	1.50	525.00	Meeting with James J. Jimmerson, Esq., Lynn M. Hansen, Esq. and client to	ARCH
4886.01	10/13/2011	10/21/2011 A	450.00	1.50	675.00	Review file for meeting	ARCH
4886.01	10/13/2011	10/21/2011 A	450.00	1.00	450.00	Attend Meeting	ARCH
4886.01	10/13/2011	10/21/2011 A	550.00	1.00	550.00	Conference with Jim Wolfgram	ARCH
4886.01	10/14/2011	10/21/2011 A	450.00	1.50	675.00	Meeting with James J. Jimmerson, Esq. and Amanda J. Brooklyser, Esq. regarding	ARCH
4886.01	10/14/2011	10/21/2011 A	550.00	1.80	990.00	Outline of 1	ARCH
4886.01	10/24/2011	11/21/2011 A	175.00	0.30	52.50	Document review for Hearing in front of Discovery Commissioner	ARCH
4886.01	10/25/2011	11/21/2011 A	450.00	0.25	112.50	Conference with Amanda J. Brooklyser, Esq.	ARCH

Detail Fee Transaction File List
JIMMERSON HANSEN, P.C.

Page: 1

Client	Trans Date	Start Date	Rate	Hours to Bill	Amount	Ref #
Client ID 4886.01 WILKES/WOLFRAM						
4886.01	10/25/2011	11/21/2011 A	175.00	1.30	227.50 Attend Hearing in front of Discovery Commissioner regarding	ARCH
4886.01	10/25/2011	11/21/2011 A	175.00	4.50	737.50 Review file and documents in preparation for	ARCH
4886.01	10/26/2011	11/21/2011 A	550.00	0.50	275.00 Discovery Conference Court hearing	ARCH
4886.01	10/26/2011	11/21/2011 A	450.00	0.50	225.00 Meeting with Amanda J. Brookhyser, Esq.	ARCH
4886.01	10/26/2011	11/21/2011 A	450.00	1.25	562.50 Meeting with client	ARCH
4886.01	10/26/2011	11/21/2011 A	175.00	3.00	525.00 Complete document review and draft Memo of	ARCH
4886.01	10/26/2011	11/21/2011 A	175.00	0.50	87.50 Conference with Lynn M. Hansen, Esq. regarding	ARCH
4886.01	10/26/2011	11/21/2011 A	175.00	1.00	175.00 Meet with client, Lynn M. Hansen, Esq. regarding	ARCH
4886.01	10/27/2011	11/21/2011 A	175.00	4.00	700.00 Draft Motion for Preferential Trial Setting.	ARCH
4886.01	10/27/2011	11/21/2011 A	175.00	0.20	35.00 Phone call with opposing counsel regarding	ARCH
4886.01	10/27/2011	11/21/2011 A	175.00	0.50	87.50 Edit Motion for Preferential Trial Setting.	ARCH
4886.01	10/28/2011	11/21/2011 A	100.00	0.20	20.00 Draft Notice of Taking Deposition of Walt Wilkes.	ARCH
4886.01	10/28/2011	11/21/2011 A	100.00	0.50	50.00 Transcribe Motion for Preferential Trial Setting.	ARCH
4886.01	10/28/2011	11/21/2011 A	450.00	0.50	225.00 Revise Motion for Preferential Trial Setting.	ARCH
4886.01	10/31/2011	11/21/2011 A	100.00	0.10	10.00 Made changes from Lynn M. Hansen, Esq. to Motion for	ARCH
4886.01	11/01/2011	11/21/2011 A	100.00	0.10	10.00 Schedule videographer for deposition of Walt Wilkes.	ARCH
4886.01	11/02/2011	11/21/2011 A	100.00	0.20	20.00 Prepared Certificate of Service for Motion for Preferential	ARCH
4886.01	11/02/2011	11/21/2011 A	100.00	0.20	20.00 Drafted Amended Notice of Taking Deposition.	ARCH
4886.01	11/02/2011	11/21/2011 A	175.00	0.20	35.00 Review Supplement to Defendant's Disclosure with client's	ARCH
4886.01	11/02/2011	11/21/2011 A	175.00	0.30	52.50 notes regarding	ARCH
4886.01	11/02/2011	11/21/2011 A	175.00	0.20	35.00 Review draft of first set of Requests for Production of	ARCH
4886.01	11/02/2011	11/21/2011 A	100.00	0.20	20.00 Documents to Pardee.	ARCH
4886.01	11/03/2011	11/21/2011 A	100.00	0.20	20.00 Conference with JD re	ARCH
4886.01	11/03/2011	11/21/2011 A	100.00	0.20	20.00 Draft Subpoena for Custodian of Records of Coyote Springs.	ARCH
4886.01	11/03/2011	11/21/2011 A	100.00	0.20	20.00 Draft Subpoena for Custodian of Records of Chicago Title.	ARCH
4886.01	11/03/2011	11/21/2011 A	100.00	0.20	20.00 Draft Subpoena for Custodian of Records of Stewart Title.	ARCH
4886.01	11/03/2011	11/21/2011 A	100.00	0.10	10.00 Made changes from Lynn M. Hansen, Esq. on	ARCH
4886.01	11/03/2011	11/21/2011 A	175.00	0.30	52.50 Draft letter to opposing counsel re	ARCH
4886.01	11/03/2011	11/21/2011 A	175.00	0.30	52.50 Conference with MW re	ARCH

PLT11047

Transcript 11/03/2011 2:11 pm

JA008285

Date: 11/23/2012

Detail Fee Transaction File List
JIMMERSON HANSEN, P.C.

Page: 1

Client	Trans Date	Start Date	End Date	Rate	Hours to Bill	Amount	Ref
Client ID 4886.01 WILKES/ WOLFGRAM							
4886.01	11/03/2011	11/21/2011	A	175.00	0.50	87.50	ARCH
						Edi Subpoena Duces Tecum to Chicago Title, Stewart Title and Coyote Springs LLC	
4886.01	11/04/2011	11/21/2011	A	100.00	0.20	20.00	ARCH
						Made changes to Subpoenas (X3)	
4886.01	11/04/2011	11/21/2011	A	450.00	1.75	787.50	ARCH
						Meeting with J. Wolfgram and W. Wilkes	
4886.01	11/06/2011	11/21/2011	A	100.00	0.10	10.00	ARCH
						Made revisions from James J. Jimmerson Esq. to Subpoena to Custodian of Records of Stewart Title	
4886.01	11/06/2011	11/21/2011	A	100.00	0.10	10.00	ARCH
						Made revisions from James J. Jimmerson Esq. to Subpoena to Custodian of Records of Chicago Title	
4886.01	11/06/2011	11/21/2011	A	100.00	0.10	10.00	ARCH
						Made revisions from James J. Jimmerson Esq. to Subpoena to Custodian of Records of Coyote Springs	
4886.01	11/06/2011	11/21/2011	A	100.00	0.10	10.00	ARCH
						Drafted Notice of Taking Deposition - Custodian of Records of Chicago Title	
4886.01	11/06/2011	11/21/2011	A	100.00	0.10	10.00	ARCH
						Drafted Notice of Taking Deposition - Custodian of Records of Coyote Springs	
4886.01	11/07/2011	11/21/2011	A	450.00	3.00	1,350.00	ARCH
						Meeting with Amanda J. Brocktysen, Esq. and James J. Jimmerson, Esq.: analyse new	
4886.01	11/07/2011	11/21/2011	A	100.00	1.75	175.00	ARCH
						Prepare documents for	
4886.01	11/07/2011	11/21/2011	A	175.00	1.50	262.50	ARCH
						Review additional documents provided by client in	
4886.01	11/07/2011	11/21/2011	A	175.00	2.20	385.00	ARCH
						Attend depo prep meeting with clients and LMH and WW	
4886.01	11/07/2011	11/21/2011	A	175.00	0.30	52.50	ARCH
						Fall and finalize subpoenas to Chicago Title, Coyote Springs and Stewart Title	
4886.01	11/07/2011	11/21/2011	A	175.00	3.30	577.50	ARCH
						Conference with LMH and JJJ regarding	
4886.01	11/07/2011	11/21/2011	A	450.00	2.20	990.00	ARCH
						Meeting with Walter Wilkes for	
4886.01	11/08/2011	11/21/2011	A	450.00	2.30	1,035.00	ARCH
						Attend deposition of Plaintiff Jim Wolfgram	
4886.01	11/08/2011	11/21/2011	A	450.00	1.00	450.00	ARCH
						Office Conference with client	
4886.01	11/08/2011	11/21/2011	A	450.00	0.30	135.00	ARCH
						Review Subpoenas and Custodian of Records Notices	
4886.01	11/08/2011	11/21/2011	A	175.00	1.30	227.50	ARCH
						Meet with clients and JJJ before	
4886.01	11/08/2011	11/21/2011	A	175.00	5.00	875.00	ARCH
						Attend and deliver deposition of James Wolfgram	
4886.01	11/08/2011	11/21/2011	A	550.00	1.50	825.00	ARCH
						Prepared	
4886.01	11/09/2011	11/21/2011	A	175.00	0.20	35.00	ARCH
						Draft email to Wilkes re f	
4886.01	11/10/2011	11/21/2011	A	450.00	0.50	225.00	ARCH
						Review subpoena to Title Company and ISI	
4886.01	11/14/2011	11/21/2011	A	450.00	1.25	562.50	ARCH
						Prepare Requests for Production	

Thursday 10/23/2012 4:11 pm

JA008286

Client	Trans Date	Start Date	End Date	Rate	Hours to Bill	Amount	Description	Ref #
Client ID 4886.01 WILKES/WOLFRAM								
4886.01	11/24/2011	11/21/2011	A	100.00	0.20	20.00	Dismissed Amended Notice of Taking Deposition of the Custodian of Records of Chicago Title; sent to opposing counsel.	ARCH
4886.01	11/24/2011	11/21/2011	A	100.00	0.20	20.00	Drafted Amended Subpoena to the Custodian of Records of Chicago Title; sent out for service.	ARCH
4886.01	11/14/2011	11/21/2011	A	175.00	0.10	17.50	Draft email to client re	ARCH
4886.01	11/15/2011	11/21/2011	A	450.00	0.75	337.50	Edit Request for Production	ARCH
4886.01	11/18/2011	11/21/2011	A	450.00	2.50	1125.00	Review changes of deposition of James Wolfram	ARCH
4886.01	11/21/2011	12/21/2011	A	175.00	1.50	262.50	Telephone conference with Walt Wilkes to	ARCH
4886.01	11/22/2011	12/21/2011	A	175.00	0.20	35.00	Phone call with Walt Wilkes.	ARCH
4886.01	11/23/2011	12/21/2011	A	175.00	0.20	35.00	Phone conference with Wolfram regarding	ARCH
4886.01	11/23/2011	12/21/2011	A	100.00	0.20	20.00	Gather documents for meeting on Sunday with Walt Wilkes.	ARCH
4886.01	11/23/2011	12/21/2011	A	175.00	1.50	262.50	Phone conference with client Wilkes regarding	ARCH
4886.01	11/23/2011	12/21/2011	A	100.00	0.20	20.00	Phone call with counsel of Coyote Springs Investments regarding	ARCH
4886.01	11/23/2011	12/21/2011	A	175.00	1.00	175.00	Phone conference with client Wilkes regarding	ARCH
4886.01	11/25/2011	12/21/2011	A	175.00	0.80	140.00	Review deposition transcript of James Wolfram and draft email to Wilkes	ARCH
4886.01	11/27/2011	12/21/2011	A	450.00	2.20	990.00	Meeting with client regarding	ARCH
4886.01	11/28/2011	12/21/2011	A	450.00	3.50	1575.00	To Deposition with client	ARCH
4886.01	11/28/2011	12/21/2011	A	450.00	0.50	225.00	Review Walt Wilkes documents	ARCH
4886.01	11/28/2011	12/21/2011	A	450.00	0.25	112.50	Conference with James J. Jimmerson, Esq. regarding	ARCH
4886.01	11/28/2011	12/21/2011	A	175.00	0.30	52.50	Research with JD regarding ; emails with Lynn M. Hansen, Esq. regarding	ARCH
4886.01	11/28/2011	12/21/2011	A	175.00	0.30	52.50	Review documents sent by Wilkes; respond to several emails from Lynn M. Hansen, Esq. regarding	ARCH
4886.01	11/28/2011	12/21/2011	A	175.00	0.10	17.50	Conference with Lynn M. Hansen, Esq. regarding	ARCH
4886.01	11/28/2011	12/21/2011	A	175.00	0.20	35.00	Phone call with opposing counsel regarding	ARCH
4886.01	11/28/2011	12/21/2011	A	175.00	0.30	52.50	Review non-opposition to Motion for Preferential Trial	ARCH

Thursday 10/25/2012 4:11 PM

Figure 1

Client	Trans Date	Sum P Date
--------	------------	------------

ನಿರ್ದೇಶನ
ಕೆ. ಜಿ. ಜಿ.

Signature

5/26/26
1926

4886.01	11/28/2011	12/21/2011	A	100.00	0.30	30.00	Print out several documents provided to us by clients.	ARCH
4886.01	11/28/2011	12/21/2011	A	100.00	0.20	20.00	Draft Amended Notice of Taking Custodian of Records deposition of Stewart Title.	ARCH
4886.01	11/28/2011	12/21/2011	A	100.00	0.20	20.00	Draft subpoena to Stewart Title co registered agent.	ARCH
4886.01	11/28/2011	12/21/2011	A	100.00	0.20	20.00	Telephone call to Chicago Title inquiring about	ARCH
4886.01	11/29/2011	12/21/2011	A	450.00	0.20	90.00	Review Discovery Order	ARCH
4886.01	11/29/2011	12/21/2011	A	450.00	0.40	180.00	Review Jim Wolfgram's documents.	ARCH
4886.01	11/30/2011	12/21/2011	A	175.00	0.10	17.50	Conference with JD regarding	ARCH
4886.01	11/30/2011	12/21/2011	A	100.00	0.20	20.00	Copy clients' copy exhibits to James' deposition; send runner to	ARCH
4886.01	11/30/2011	12/21/2011	A	450.00	1.50	675.00	Review Jim Wolfgram's deposition for changes and and compare to his notes.	ARCH
4886.01	11/30/2011	12/21/2011	A	450.00	0.25	112.50	Review 2nd Request for Production	ARCH
4886.01	12/01/2011	12/21/2011	A	175.00	0.40	70.00	Send and respond to multiple emails regarding	ARCH
4886.01	12/01/2011	12/21/2011	A	175.00	0.10	17.50	Conference with Lynn M. Hansen, Esq. regarding	ARCH
4886.01	12/01/2011	12/21/2011	A	175.00	0.50	87.50	Review draft Confidentiality Agreement from opposing counsel and make edits.	ARCH
4886.01	12/02/2011	12/21/2011	A	175.00	0.10	17.50	Edit Subpoena to Stewart Title of Nevada.	ARCH
4886.01	12/02/2011	12/21/2011	A	100.00	0.30	30.00	Make revisions to Stipulated Confidentiality Agreement and Protective Order drafted by opposing counsel.	ARCH
4886.01	12/05/2011	12/21/2011	A	100.00	0.20	20.00	Make revisions from Amanda J. Brodthysen, Esq. to subpoena to Stewart Title.	ARCH
4886.01	12/05/2011	12/21/2011	A	100.00	0.10	10.00	Make revisions from Amanda J. Brodthysen, Esq. to Amended Notice of Taking Deposition of Stewart Title.	ARCH
4886.01	12/06/2011	12/21/2011	A	175.00	0.10	17.50	Conference with JD regarding	ARCH
4886.01	12/06/2011	12/21/2011	A	175.00	0.20	35.00	Phone call with client regarding	ARCH
4886.01	12/06/2011	12/21/2011	A	175.00	0.10	17.50	Conference with Lynn M. Hansen, Esq. regarding	ARCH
4886.01	12/06/2011	12/21/2011	A	175.00	0.10	17.50	Draft email to opposing counsel regarding	ARCH
4886.01	12/06/2011	12/21/2011	A	100.00	0.20	20.00	Make revisions to Amended Notice of Taking Deposition of	ARCH

2204

Thursday 10/26/2023 4:11 PM

JA008288

Detail Fee Transaction File List
JIMMERSON HANSEN, P.C.

Client	Trans Date	Sent Date	Rate	Hours to Bill	Amount	Ref
Client ID 4886.01 WILKES/ WOLFRAM						
4886.01	12/07/2011	12/21/2011 A	450.00	0.20	90.00	ARCH
4886.01	12/07/2011	12/21/2011 A	175.00	0.40	70.00	ARCH
4886.01	12/07/2011	12/21/2011 A	100.00	0.50	50.00	ARCH
4886.01	12/08/2011	12/21/2011 A	450.00	1.00	450.00	ARCH
4886.01	12/08/2011	12/21/2011 A	175.00	0.30	52.50	ARCH
4886.01	12/08/2011	12/21/2011 A	100.00	0.20	20.00	ARCH
4886.01	12/08/2011	12/21/2011 A	100.00	0.20	20.00	ARCH
4886.01	12/08/2011	12/21/2011 A	100.00	0.20	20.00	ARCH
4886.01	12/08/2011	12/21/2011 A	175.00	0.30	52.50	ARCH
4886.01	12/13/2011	12/21/2011 A	100.00	0.40	70.00	ARCH
4886.01	12/13/2011	12/21/2011 A	100.00	0.20	20.00	ARCH
4886.01	12/14/2011	12/21/2011 A	175.00	0.30	52.50	ARCH
4886.01	12/19/2011	12/21/2011 A	175.00	0.10	17.50	ARCH
4886.01	12/20/2011	12/21/2011 A	100.00	0.20	20.00	ARCH
4886.01	12/20/2011	12/21/2011 A	100.00	0.10	10.00	ARCH
4886.01	12/22/2011	01/21/2012 A	175.00	0.20	35.00	ARCH
4886.01	12/27/2011	01/21/2012 A	175.00	0.20	35.00	ARCH
4886.01	12/27/2011	01/21/2012 A	175.00	0.50	87.50	ARCH
4886.01	12/28/2011	01/21/2012 A	450.00	0.90	405.00	ARCH
4886.01	01/06/2012	01/21/2012 A	175.00	0.10	17.50	ARCH

12/11/2012
12/10/2012
12/10/2012

Thursday 10/23/2012 4:11 pm

JA008289

Date: 10/25/2012

Detail Fee Transaction File List
JIMMERSON HANSEN, P.C.

Page: 6

Client	Trans Date	Start Date	Rate	Hours to Bill	Amount	Ref #
Client ID 4886.01 WILKES/ WOLFGRAM						
4886.01	01/06/2012	01/21/2012	450.00	0.30	135.00 Reviewed revised changes to deposition transcript	ARCH-ARCH
4886.01	01/10/2012	01/21/2012	175.00	0.50	87.50 Review objections from Coyote Springs to Subpoena, begin draft of amended subpoena to address email to team regarding	ARCH-ARCH
4886.01	01/10/2012	01/21/2012	450.00	0.50	225.00 Review objections from Coyote Springs to subpoena	ARCH-ARCH
4886.01	01/11/2012	01/21/2012	175.00	0.30	52.50 Conference with Shanana Polsell regarding	ARCH-ARCH
4886.01	01/11/2012	01/21/2012	175.00	1.00	175.00 Conference with Lynn M. Hansen, Esq. regarding	ARCH
4886.01	01/11/2012	01/21/2012	450.00	1.00	450.00 Conference with Amanda J. Brookhyser, Esq. regarding	ARCH
4886.01	01/13/2012	01/21/2012	175.00	1.00	175.00 Begin drafting initial draft of deficiency letter to Purdue.	ARCH
4886.01	01/13/2012	01/21/2012	175.00	0.50	87.50 Review Plaintiff's responses to second set of Requests for Production.	ARCH
4886.01	01/13/2012	01/21/2012	175.00	0.50	87.50 Conference with LH and JD regarding	ARCH
4886.01	01/13/2012	01/21/2012	175.00	1.20	210.00 Conduct research for	ARCH
4886.01	01/13/2012	01/21/2012	175.00	0.30	52.50 Phone call with Chicago Title's Counsel regarding	ARCH
4886.01	01/13/2012	01/21/2012	175.00	0.40	70.00 Conduct additional research for	ARCH
4886.01	01/13/2012	01/21/2012	175.00	3.30	577.50 Complete first draft of letter to opposing counsel addressing	ARCH
4886.01	01/13/2012	01/21/2012	175.00	0.40	70.00 Phone call with opposing counsel regarding	ARCH
4886.01	01/13/2012	01/21/2012	450.00	0.50	225.00 Review Plaintiff's responses to discovery	ARCH
4886.01	01/20/2012	01/21/2012	450.00	0.50	225.00 Review letter to Plaintiff's counsel regarding	ARCH
4886.01	01/23/2012	02/21/2012	450.00	1.00	450.00 Review Discovery letter and Responses to Request for	ARCH

11/11/2012 4:11 PM

Thursday 10/25/2012 4:11 PM

JA008290

Detail Fee Transaction File List
JIMMERSON HANSEN, P.C.

Client	Trans Date	Start Date	Rate	Hours to Bill	Amount	Ref #
Client ID 4886.01 WILKES/ WOLFRAM						
4886.01	01/30/2012	02/21/2012 A	100.00	6.00	600.00	ARCH
Production						
600.00 Prepare working binders for Lynn M. Hansen, Esq. of documents from Stewart Title.						
4886.01	02/08/2012	02/21/2012 A	450.00	0.20	90.00	ARCH
90.00 Review 3rd Supplemental Disclosures.						
4886.01	02/06/2012	02/21/2012 A	300.00	2.50	750.00	ARCH
750.00 Begin review of documents produced by Chicago Title consists of 9 notebooks.						
4886.01	02/09/2012	02/21/2012 A	450.00	2.50	1,125.00	ARCH
1,125.00 Review Stewart Title document						
4886.01	02/28/2012	03/21/2012 A	450.00	0.30	135.00	ARCH
135.00 Telephone call with Harvey Whitmore						
4886.01	03/22/2012	04/21/2012 A	300.00	0.20	60.00	ARCH
60.00 Review correspondence from Opposing Counsel regarding						
4886.01	03/22/2012	04/21/2012 A	300.00	0.20	60.00	ARCH
60.00 Conference with Jessica Dennis and Lori Harrison regarding						
4886.01	03/22/2012	04/21/2012 A	450.00	0.20	90.00	ARCH
90.00 Review correspondence regarding						
4886.01	03/28/2012	04/21/2012 A	300.00	0.50	150.00	ARCH
150.00 Go through Request for Productions with Jessica Dennis to designate						
4886.01	04/16/2012	04/21/2012 A	300.00	2.00	600.00	ARCH
600.00 Document review						
4886.01	05/18/2012	05/21/2012 A	450.00	2.50	1,125.00	ARCH
1,125.00 Review Stewart Title documents.						
4886.01	05/20/2012	05/21/2012 A	450.00	3.00	1,350.00	ARCH
1,350.00 Review documents produced by Chicago Title						
4886.01	05/24/2012	06/29/2012 A	450.00	1.00	450.00	ARCH
450.00 Review Stewart Title Documents						
4886.01	06/22/2012	07/21/2012 A	450.00	1.75	787.50	ARCH
787.50 Review file for Motion to						
4886.01	07/12/2012	07/21/2012 A	450.00	2.00	900.00	ARCH
900.00 Review agreement with Stewart Title						
4886.01	07/17/2012	07/21/2012 A	450.00	0.25	112.50	ARCH
112.50 Meeting with James M. Jimmerson, Esq. regarding						
4886.01	07/17/2012	07/21/2012 A	300.00	5.70	1,710.00	ARCH
1,710.00 Review of the documents produced by Stewart Title.						
4886.01	07/19/2012	07/21/2012 A	300.00	2.00	600.00	ARCH
600.00 Review of the document production by Stewart Title.						
4886.01	07/20/2012	07/21/2012 A	300.00	2.00	600.00	ARCH
600.00 Drafting Motion						
4886.01	07/23/2012	08/27/2012 A	300.00	0.40	120.00	ARCH
120.00 Call with Pisanelli & Bice regarding						
4886.01	07/23/2012	08/27/2012 A	450.00	0.25	112.50	ARCH
112.50 Telephone conference with clients and James M. Jimmerson, Esq.						
4886.01	07/24/2012	08/27/2012 A	300.00	0.20	60.00	ARCH
60.00 Phone call with Pisanelli & Bice regarding						
4886.01	07/26/2012	08/27/2012 A	300.00	4.00	1,200.00	ARCH
1,200.00 Draft Motion to Compel for third party discovery.						
4886.01	07/27/2012	08/27/2012 A	300.00	0.20	60.00	ARCH
60.00 Phone call with J. Pisanelli regarding						
4886.01	07/27/2012	08/27/2012 A	300.00	0.20	60.00	ARCH
60.00 Call with James Pisanelli regarding						
4886.01	08/02/2012	08/27/2012 A	300.00	0.20	60.00	ARCH
60.00 Call with Wilgal Wyssong regarding						

7/17/10/4/7

Thursday 10/25/2012 4:11 pm

JA008291

Detail Fee Transaction File List
JIMMERSON HANSEN, P.C.

Page: 10

Client	Trans Date	Sent M Date P	Rate	Hours to Bill	Amount	Part 1
Client ID 4886.01 WILKES/WOLFRAM						
4886.01	09/09/2012	09/27/2012 A	300.00	1.00	300.00 Resolving the Subpoena issues with Michael Wysocki and	ARCH
4886.01	09/08/2012	09/27/2012 A	300.00	3.00	900.00 Drafting discovery extension Motion.	ARCH
4886.01	09/09/2012	09/27/2012 A	300.00	1.00	300.00 Drafting Motion to Extend Discovery.	ARCH
4886.01	09/10/2012	09/27/2012 A	450.00	1.00	450.00 Revisa Motion to Extend Time.	ARCH
4886.01	09/17/2012	09/27/2012 A	550.00	1.00	0.00 Telephone conference with J. Wolfram, Telephone conference with Lynn M. Hansen, Esq.	ARCH
CHARGE						
4886.01	09/21/2012	09/21/2012 A	300.00	0.50	150.00 Reviewing Stipulation and Order for Extension of Discovery.	ARCH
4886.01	09/24/2012	09/21/2012 A	300.00	0.10	30.00 Call with client regarding	ARCH
4886.01	09/27/2012	09/21/2012 A	450.00	0.50	225.00 Prepare Motion for Preferential Trial Setting	ARCH
4886.01	09/27/2012	09/21/2012 A	300.00	0.30	90.00 Attending the discovery motion where the Judge ordered the Stipulation to Extend Discovery.	ARCH
4886.01	09/04/2012	09/21/2012 A	300.00	5.70	1,710.00 Reviewing documents from Coyote Springs. Preparation for deposition.	ARCH
4886.01	09/04/2012	09/21/2012 A	450.00	1.00	450.00 Review the privilege logs from Coyote Springs	ARCH
4886.01	09/07/2012	09/21/2012 A	300.00	1.00	300.00 Meeting with James J. Jimmerson, Esq. regarding	ARCH
4886.01	09/12/2012	09/21/2012 A	300.00	5.60	1,680.00 Reviewing Coyote Springs documents produced by Picanelli Esq.	ARCH
4886.01	09/14/2012	09/21/2012 A	450.00	0.50	225.00 Review Coyote Springs Documents with James M. Jimmerson, Esq.	ARCH
4886.01	09/18/2012	09/21/2012 A	300.00	4.60	1,380.00 Review of the Coyote Springs documents	ARCH
4886.01	09/19/2012	09/21/2012 A	450.00	1.50	675.00 Meeting with James M. Jimmerson, Esq. regarding	ARCH
4886.01	09/19/2012	09/21/2012 A	450.00	2.00	900.00 Meeting with Jim Wolfram regarding	ARCH
4886.01	09/19/2012	09/21/2012 A	450.00	2.50	1,125.00 Review documents to	ARCH
4886.01	09/19/2012	09/21/2012 A	450.00	0.40	180.00 Conference with James J. Jimmerson, Esq.	ARCH
4886.01	09/19/2012	09/21/2012 A	300.00	2.80	840.00 Meeting with Lynn M. Hansen, Esq. and J. Wolfram for	ARCH
4886.01	09/20/2012	09/21/2012 A	450.00	1.00	450.00 Conference with James M. Jimmerson, Esq. regarding	ARCH
4886.01	09/20/2012	09/21/2012 A	300.00	2.40	720.00 Preparation for deposition and review of documents regarding	ARCH
4886.01	09/21/2012	09/21/2012 P	450.00	1.00	450.00 Review documents produced	388
4886.01	09/24/2012	09/24/2012 P	450.00	0.50	225.00 Meeting with James M. Jimmerson, Esq. to discuss	389

Thursday 10/25/2012 4:11 pm

JA008292

1 attorney's fees or costs would be assessed against them. *Id.* In the instant matter,
2 pursuant to the statutory authority and case law, Plaintiffs are to be considered the
3 prevailing party. In light of the fact that the amount awarded to Plaintiffs at the time of
4 trial exceeded Plaintiffs' Offer of Judgment amount of \$149,000.00, Defendant is
5 precluded from receiving an award of attorney's fees or costs and, conversely, Plaintiff
6 is entitled to its attorney's fees and costs pursuant to NRCP 68(f) and NRS 17.115.

7 3. *Plaintiffs' Attorney's Fees are Reasonable and Supported by Adequate*
8 *Evidentiary Documentation*

9 A request for attorneys' fees is analyzed under the Brunzell factors, including the
10 qualities of the advocate, the character of the work to be done, the work actually
11 performed and the result. See *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455
12 P.2d 31 (1969). Plaintiffs' attorney's fees with Jimmerson Hansen, P.C. have totaled
13 \$270,517.50 from the time at which the Offer of Judgment, dated April 29, 2013, expired,
14 May 11, 2013, to December 13, 2013. See the Redacted Detail Fee Transaction List,
15 attached hereto as **Exhibit 8**.

16 Considering the *Brunzell* factors, and the facts of this case, and NRPC 1.5, it
17 would be appropriate to award Plaintiffs' attorney's fees in the sum of \$270,517.50. The
18 final determination of reasonableness is left to the Court. The acceptance and complexity
19 of this work has precluded Plaintiffs' counsel from undertaking other matters, in as much
20 as it was a complicated matter and limited the number of other matters that Plaintiffs'
21 counsel, at its current size, was able to undertake. The work on this case has required
22 staff to work on evenings and weekends. Defendant's willful failure to abide by the
23 Commission Agreement and to keep the Plaintiffs reasonably informed of any potential
24 future commissions that may have been owing to Plaintiffs forced counsel to expend time
25 protecting the financial interests of the Plaintiffs. Counsel was forced to draft numerous
26 pleadings and correspondences, attend several hearings and a trial before this Court,

1 among other tasks, during the course of nearly five (5) years of representation in this
2 matter.

3 The fee customarily charged in the locality for similar legal services, namely hourly
4 rates of James J. Jimmerson, Esq. at \$550.00 per hour downward to paralegals at \$150-
5 \$250 per hour, in accordance with Jimmerson Hansen, P.C.'s fee agreement, are
6 customarily charged in Clark County, Nevada for similar legal services and are, indeed,
7 reasonable. See NRPC 1.5 (formerly SCR 1.5). The amount involved and the results
8 obtained are another factor for the Court to consider, as outlined hereinabove. The
9 amount of time spent on this file and the time limitations imposed by the client or by the
10 circumstances of this case were significant. Plaintiffs filed their Complaint on December
11 29, 2010, a trial was held by this Court on October 23, 2013 lasting until December 13,
12 2013, and this matter is still continuing with a fervor nearly five (5) years later. As
13 explained above, the Court awarded Plaintiffs a judgment in the amount of \$141,500.00,
14 plus mandated legal interest of \$35,000, while refusing to award Pardee any damages
15 they sought. Moreover, when factoring in interest on the damages and fees awarded to
16 Plaintiffs, the Plaintiffs' \$141,500.00 award, exclusive of mandated legal interest raising
17 the judgment to a figure in excess of \$149,000.00, clearly exceeded the Offer of
18 Judgment extended to and refused by Pardee. As such, Plaintiffs are the prevailing party
19 in this dispute.

20 The nature and length of the professional relationship with the client is such that
21 Plaintiffs sought out Jimmerson Hansen, P.C. believing it to be well-qualified to process
22 her work. The experience, reputation, and ability of the lawyer or lawyers performing the
23 services are certainly commensurate with the requests being made. Jimmerson Hansen,
24 P.C., is an AV rated law firm, and is also noted as a preeminent law firm in Martindale
25 Hubbell. Mr. Jimmerson has long been recognized as a skilled and competent attorney in
26 the civil litigation and domestic relations fields, and is recognized in Steven Neifeh's Best

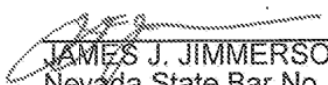
1 Achievement award, as a result of his excellence as a trial attorney. See Declaration of
2 James J. Jimmerson, Esq. attached hereto. This analysis, supports awarding Plaintiffs'
3 attorney's fees in the sum of Plaintiffs associated with the work necessary to gain
4 compliance with this Court's Orders.

5 **III. CONCLUSION**

6 Pursuant to the controlling case law, NRCP 68(f) and (g), NRS 17.130(2) and NRS
7 17.115(5), the Brunzell Factors and for the reasons set forth above, Plaintiffs respectfully
8 request an award of \$270,517.50 attorney's fees and costs incurred in the instant matter
9 and seek interest on the existing judgment .

10 DATED this 27 day of June, 2015.

11 JIMMERSON HANSEN, P.C.

12 
13 JAMES J. JIMMERSON, ESQ.
14 Nevada State Bar No. 000264
15 LYNN M. HANSEN, ESQ.
16 Nevada State Bar No. 000244
17 415 So. Sixth St., Ste. 100
18 Las Vegas, NV 89101
19 Attorneys for Plaintiffs
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that service of a true and correct copy **PLAINTIFFS' MOTION FOR ATTORNEY'S FEES AND COSTS** was made on the 27th day of June, 2015, 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 to Nevada State Welfare, Dept. of Human Resources;
- ☐ 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., Suite 1000
Las Vegas, NV 89102
Attorneys for Defendant


An employee of JIMMERSON HANSEN, P.C.

Exhibit 1

Exhibit 1


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 **I. FINDINGS OF FACT**

24 **A. THE PARTIES**

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

KERRY L. EARLEY
DISTRICT JUDGE
DEPARTMENT IV

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.
24
25
26
27
28

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 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

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

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. 4th 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

25
26
27
28
KERRY L. EARLEY
DISTRICT JUDGE
DEPARTMENT IV

Exhibit 2

Exhibit 2



JON E. LASH
Sr. Vice President
(310) 475-3525 ext. 251
(310) 446-1295

September 1, 2004

Mr. Walt Wilkes
General Realty Group, Inc.
10761 Turquoise Valley Dr.
Las Vegas, Nevada 89144-4141

Mr. Jim Wolfram
Award Realty Group
10761 Turquoise Valley Dr.
Las Vegas, Nevada 89144-4141

Re: Option Agreement for the Purchase of Real Property and Joint Escrow Instructions dated as of June 1, 2004, as amended (the "Option Agreement") between Coyote Springs Investment LLC ("Coyote") and Pardee Homes of Nevada ("Pardee")

Gentlemen:

This letter is intended to confirm our understanding concerning the pending purchase by Pardee from Coyote of certain real property located in the Counties of Clark and Lincoln, Nevada pursuant to the above-referenced Option Agreement. Except as otherwise defined herein, the capitalized words used in this Agreement shall have the meanings as set forth in the Option Agreement.

In the event Pardee approves the transaction during the Contingency Period, Pardee shall pay to you (one-half to each) a broker commission equal to the following amounts:

- (i) Pardee shall pay four percent (4%) of the Purchase Property Price payments made by Pardee pursuant to paragraph 1 of the Option Agreement up to a maximum of Fifty Million Dollars (\$50,000,000);
- (ii) Then, Pardee shall pay one and one-half percent (1-1/2%) of the remaining Purchase Property Price payments made by Pardee pursuant to paragraph 1 of the Option Agreement in the aggregate amount of Sixteen Million Dollars (\$16,000,000); and
- (iii) Then, with respect to any portion of the Option Property purchased by Pardee pursuant to paragraph 2 of the Option 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).

PH 000135

JA008252

Mr. Walt Wilkes
Mr. Jim Wolfram
September 1, 2004
Page 2

Pardee shall make the first commission payment to you upon the Initial Purchase Closing (which is scheduled to occur thirty (30) days following the Settlement Date) with respect to the aggregate Deposits made prior to that time. Pardee shall make each additional commission payment pursuant to clauses (i) and (ii) above concurrently with the applicable Purchase Property Price payment to Coyote. Thereafter, Pardee shall make each commission payment pursuant to clause (iii) above concurrently with the close of escrow on Pardee's purchase of the applicable portion of the Option Property; provided, however, that in the event the required Parcel Map creating the applicable Option Parcel has not been recorded as of the scheduled Option Closing, as described in paragraph 9(c) of the Option Agreement, the commission shall be paid into escrow concurrently with Pardee's deposit of the Option Property Price into Escrow and the commission shall be paid directly from the proceeds of said Escrow.

Pardee shall provide to each of you a copy of 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. 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.

In the event the Option Agreement terminates for any reason whatsoever prior to Pardee's purchase of the entire Purchase Property and Option Property, and Pardee thereafter purchases any portion of the Entire Site from Seller, at the closing of such purchase, Pardee shall pay to you a commission in the amount determined as described above as if the Option Agreement remained in effect.

For purposes of this Agreement, the term "Pardee" shall include any successor or assignee of Pardee's rights under the Option Agreement, and Pardee's obligation to pay the commission to you at the times and in the manner described above shall be binding upon Pardee and its successors and assigns. Pardee, its successors and assigns, shall take no action to circumvent or avoid its obligation to you as set forth in the Agreement. Nevertheless, in no event shall you be entitled to any commission or compensation as a result of the resale or transfer by Pardee or its successor in interest of any portion of the Entire Site after such property has been acquired from Seller and commission paid to you.

In the event any sum of money due hereunder remains unpaid for a period of thirty (30) days, said sum shall bear interest at the rate of ten percent (10%) per annum from the date due until paid. In the event either party brings an action to enforce its rights under this Agreement, the prevailing party shall be awarded reasonable attorneys' fees and costs.

This Agreement represents our entire understanding concerning the subject matter hereof, and all oral statements, representations, and negotiations are hereby merged into this Agreement and are superseded hereby. This Agreement may not be modified except by a written instrument signed by all of us. Nothing herein contained shall create a partnership, joint venture or employment relationship between the parties hereto unless expressly set forth to the contrary. The language of this Agreement shall be construed under the laws of the State of Nevada according to its normal and usual meaning, and not strictly for or against either you or Pardee.

\\cedmifs10\userdata\N\Lawson\my documents\Land Acq - JEL\Letters\2004 Letters\Wilkes_04.08.02.doc

PH 000136

JA008253

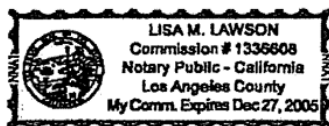
Mr. Walt Wilkes
Mr. Jim Wolfram
September 1, 2004
Page 3

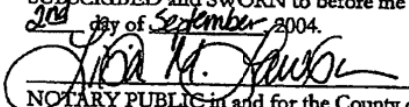
Our signatures below will represent our binding agreement to the above.

Sincerely,

PARDEE HOMES OF NEVADA,
a Nevada corporation

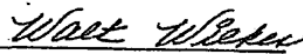
By: 
Jon E. Lash
Senior Vice President

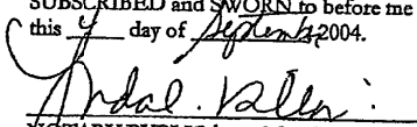


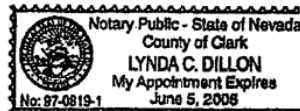
SUBSCRIBED and SWORN to before me this
2nd day of September 2004.

NOTARY PUBLIC in and for the County of
Los Angeles, State of California

Agreed to and accepted:

GENERAL REALTY GROUP, INC.

By: 
Walt Wilkes

SUBSCRIBED and SWORN to before me
this 4 day of September 2004.

NOTARY PUBLIC in and for the County
of Clark, State of Nevada



\\caladmf\0\userdata\Lawson\my documents\Land Acq - JEL\Letters\2004 Letters\Wilkes_04.09.02.doc

PH 000137

JA008254

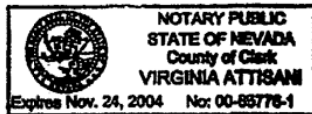
Mr. Walt Wilkes
Mr. Jim Wolfram
September 1, 2004
Page 4

AWARD REALTY GROUP

By: Jim Wolfram
Jim Wolfram

SUBSCRIBED and SWORN to before me
this 6 day of SEPT, 2004.

Virginia Attisani
NOTARY PUBLIC in and for the County
of Clark, State of Nevada



\\calredmfs1\pub\data\@Lawson\l\my documents\Land Acq - JEL\Letters\2004 Letters\Wilkes_04.09.02.doc

PH 000138

JA008255

Exhibit 3

Exhibit 3

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

OFFER

JAMES J. JIMMERSON, ESQ.
Nevada Bar No.: 00264
LYNN M. HANSEN, ESQ.
Nevada Bar No.: 00244
JAMES M. JIMMERSON, ESQ.
Nevada Bar No.: 12599
JIMMERSON HANSEN, P.C.
415 South 6th Street, Suite 100
Las Vegas, Nevada 89101
Tel No.: (702) 388-7171;
Fax No.: (702) 388-6406
jmh@jimmersonhansen.com
jmj@jimmersonhansen.com
Attorneys for Plaintiffs

**DISTRICT COURT
CLARK COUNTY, NEVADA**

JAMES WOLFRAM and WALK WILKES,)
Plaintiffs,)
vs.)
PARDEE HOMES OF NEVADA,)
Defendant.)

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

**PLAINTIFFS' OFFER OF JUDGMENT TO DEFENDANT
PARDEE HOMES OF NEVADA**

PLEASE TAKE NOTICE that pursuant to Nevada Rule of Civil Procedure 68, Plaintiffs, JAMES WOLFRAM and WALK WILKES, make to Defendant, PARDEE HOMES OF NEVADA, the following Offer of Judgment:

In accordance with NRS 17.115 and NRCP 68, in exchange for Defendants' acceptance of this Offer of Judgment, and filing an Acceptance, thus directing the Clerk of the Court to enter judgment against Defendant in the above-captioned action,

1 Defendant Pardee Homes of Nevada will pay to Plaintiffs the total amount of One
2 Hundred Forty Nine Thousand Dollars (\$149,000.00), inclusive of attorney's fees and
3 interest incurred to date and exclusive of costs incurred (see *Fletcher v. Fletcher*, 89
4 Nev. 540, 516 P.2d 103). As part and parcel of this Offer of Judgment, and as a
5 condition to the same, if Defendant, Pardee Homes of Nevada ("Pardee"), accepts this
6 Offer of Judgment, it also accepts the following conditions:
7

- 8 1. All purchases of real property designated for detached production
9 residential use, which includes, without limitation, all single-family
10 detached production residential lots (which shall include lots of which
11 custom homes are constructed), all land for roadways, utilities,
12 government facilities, including schools and parks (which school and park
13 sites are subject to the provisions of paragraph 7(c) of the Option
14 Agreement for the Purchase of Real Property and Joint Escrow
15 Instructions); open space required or designated for the benefit of the
16 residential development pursuant to the master plan, a habitat
17 conservation plan, or development agreement; drainage ways or any
18 other use associated with or resulting from the development of the
19 Purchase Property and each Option Parcel of the Option Property made
20 in the future, shall be deemed Option Property under the terms of the
21 Option Agreement for the Purchase of Real Property and Joint Escrow
22 Instructions executed May, 2004, Bates stamp numbers PLTF0001-0080;
23 and Pardee shall provide advanced notice of the pendency of an escrow,
24 fourteen (14) days prior to close of escrow, to advise James Wolfram or
25
26
27
28

1 Walter Wilkes, their heirs, successors or assigns, of the impending
2 purchase, of the date of close of escrow, and then to further advise them
3 as to their entitlement to commissions under the terms of the Option
4 Agreement. Notices to Mr. Wilkes and Mr. Wolfram, during their life shall
5 be to them directly, with copies to their counsel, Jimmerson Hansen,
6 P.C., James J. Jimmerson, Esq., and James M. Jimmerson, Esq., and
7 following the passing of either one or both of the Plaintiffs, to their heirs
8 and assigns to be designated at the appropriate time. Upon request by
9 Mr. Wolfram, Mr. Wilkes, their counsel, or their future designees, Pardee
10 shall provide true and complete copies of executed agreements or
11 contracts concerning the purchase of real property between Pardee
12 Homes of Nevada and Coyote Springs Investment LLC (or affiliated
13 entities). Mr. Wolfram, Mr. Wilkes and their counsel understand that
14 receipt of the requested documents may require consent to certain
15 confidentiality agreements. Mr. Wolfram, Mr. Wilkes, and their counsel
16 agree to be bound by the necessary confidentiality agreements.

- 17
18
19
20 2. The terms of the Commission Letter Agreement dated September 1,
21 2004, shall remain in full force and effect and the Defendant, by
22 accepting this Offer of Judgment, fully confirms and acknowledges its
23 continuing obligation to provide to Mr. Wilkes and Mr. Wolfram a copy of
24 each written option exercise notice given pursuant to paragraph 2 of the
25 Option Agreement for the Purchase of Real Property and Joint Escrow
26 Instructions, together with information as to the number of acres involved
27
28

1 and the scheduled closing date. In addition, Pardee shall keep Mr. Wilkes
2 and Mr. Wolfram reasonably informed as to all matters relating to the
3 amount and due dates of their commission payments.

- 4 3. With respect to any portion of Option Property purchased by Pardee
5 pursuant to this offer of Judgment, Pardee shall pay to Plaintiffs one and
6 one-half percent (1 ½%) of the amount derived by multiplying the number
7 of acres purchased by Pardee Homes of Nevada by Forty Thousand
8 Dollars (\$40,000.00).
9

10 This Offer of Judgment is made for the purposes stated in NRS 17.115 and in
11 Nevada Rule of Civil Procedure 68 and, if accepted, Plaintiffs will direct the Clerk of the
12 Court to enter a judgment against Defendant PARDEE HOMES OF NEVADA upon
13 receipt of payment of the offered amount of One Hundred Forty Nine Thousand Dollars
14 (\$149,000.00), inclusive of attorney's fees and interest incurred to date and exclusive
15 of costs incurred.
16

17 ///

18 ///


19 ///

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

1 This Offer of Judgment shall remain open for acceptance for ten (10) days from
2 the date of the service of this document.

3 DATED this 29th day of April, 2013.

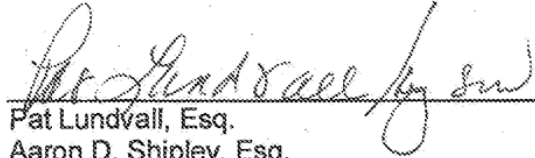
4 JIMMERSON HANSEN, P.C.

5
6 
7 JAMES J. JIMMERSON, ESQ.
8 Nevada State Bar No.: 00264
9 LYNN M. HANSEN, ESQ.
10 Nevada State Bar No.: 00244
11 JAMES M. JIMMERSON, ESQ.
12 Nevada State Bar No.: 12599
13 415 South 6th Street, Suite 100
14 Las Vegas, Nevada 89101
15 Attorneys for Plaintiffs
16 James Wolfram and
17 Walt Wilkes
18
19
20
21
22
23
24
25
26
27
28

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

RECEIPT OF ORIGINAL

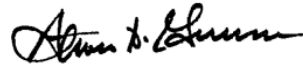
Receipt of the foregoing PLAINTIFFS' OFFER OF JUDGMENT TO DEFENDANT
PARDEE HOMES OF NEVADA by hand delivery is hereby acknowledged this 29 day
of April, 2013.



Pat Lundvall, Esq.
Aaron D. Shipley, Esq.
MCDONALD CARANO WILSON, LLP
2300 W. Sahara Ave., Suite 1000
Las Vegas, NV 89102
Attorneys for Defendant

Exhibit 4

Exhibit 4


CLERK OF THE COURT

SUMM

JIMMERSON HANSEN, P.C.
JAMES J. JIMMERSON, ESQ.
Nevada Bar No. 000264
jjj@jimersonhansen.com
415 So. Sixth St., Ste. 100
Las Vegas, NV 89101
(702) 388-7171
Attorney for Plaintiffs
James Wolfram and Walt Wilkes

DISTRICT COURT

CLARK COUNTY, NEVADA

JAMES WOLFRAM,
WALT WILKES,

Plaintiffs,
vs.

PARDEE HOMES OF NEVADA,
Defendant.

CASE NO.: A-10-632338-C
DOCKET NO.: XXIII

AMENDED SUMMONS - CIVIL

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ
THE INFORMATION BELOW:**

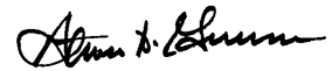
PARDEE HOMES OF NEVADA
c/o NATIONAL REGISTERED AGENTS, INC. OF NEVADA
1000 East William Street - #204
Carson City, NV 89701

TO THE DEFENDANT(S): A civil Complaint has been filed by the Plaintiff(s) against
you for the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is
served on you, exclusive of the day of service, you must do the following:
 - (a) File with the Clerk of the Court, whose address is shown below, a
formal written response to the Complaint in accordance with the rules of
the Court, with the appropriate filing fee.
 - (b) Serve a copy of your response upon the attorney whose name and
address is shown below.

Detail Cost Transaction File List JIMMERSON HANSEN, P.C.

Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Amount	Ref #
Tcode 121 Electronic Filing							
4886.01	08/18/2014	1	A	121		3.50 Electronic Filing - Plaintiff's Motion for Leave to File Second Amended Complaint on Order Shortening Time WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	08/25/2014	1	A	121		3.50 Electronic Filing - Plaintiff's Accounting Brief Pursuant to the Court's Order Entered on June 25, 2014 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
Total for Tcode 121					Billable	345.00 Electronic Filing	
Tcode 122 Copy Charges							
4886.01	10/22/2012	1	A	122	0.100	1,020.00 Copy Charges - Document Production (10,200 pgs @ .10) WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
Total for Tcode 122					Billable	1,020.00 Copy Charges	
Tcode 127 Transcript							
4886.01	10/08/2012	1	A	127		1,537.75 Original and 1 Certified Copy of Transcript of Jon Lash - Litigation Service - Invoice 904768 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	10/19/2012	1	A	127		924.15 Original and 1 Certified Copy of Transcript of: Harvey Whittemore, Esq. by Litigation Services Invoice # 906158 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/13/2012	1	A	127		36.60 Transcripts from Jennifer Church, Court Reporter - Check # 57707 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/13/2013	1	A	127		60.00 Transcript final payment for hearing 12/12/13 - Jennifer Church WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
Total for Tcode 127					Billable	2,558.50 Transcript	
Tcode 134 Legal document research at Federal Court serviced by PACER SERVICE							
4886.01	10/21/2012	1	A	134		2.20 Legal document research at Federal Court serviced by PACER SERVICE CENTER usage period: 07/01/12 - 07/31/12 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
Total for Tcode 134					Billable	2.20 Legal document research at Federal Court serviced by PACER	
Tcode 146 Subpoena Cost							
4886.01	11/22/2011	1	A	146		35.00 Subpoena Cost Custodian of Records of Chicago Title 11/10/11 Corporate invoice 127972 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	11/22/2011	1	A	146		120.00 Subpoena Cost Amended Notice Custodian of Records of Chicago Title 11/14/11 Corporate invoice 127975 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	11/22/2011	1	A	146		155.00 Subpoena Cost Subpoena Custodian of Records of Stewart Title 11/15/11 Corporate invoice 127974 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/23/2011	1	A	146		210.00 Subpoena Cost Custodian of Records, Stewart Title of Nevada 12/20/11 Legal Wings invoice 352624 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
Total for Tcode 146					Billable	520.00 Subpoena Cost	
GRAND TOTALS							
					Billable	50,897.03	



CLERK OF THE COURT

1 MRTX
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
10 rkay@mcdonaldcarano.com
11 *Attorneys for Defendant*
12 *Pardee Homes of Nevada*

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

15 JAMES WOLFRAM,
16 WALT WILKES

17 Plaintiffs,

18 vs.

19 PARDEE HOMES OF NEVADA,

20 Defendant.

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

21 **PARDEE'S MOTION TO RETAX**
22 **PLAINTIFFS' MEMORANDUM OF**
23 **COSTS FILED JUNE 19, 2015**

24 **Hearing Date:**

25 **Time:**

26 **AND RELATED CLAIMS**

27 Pursuant to NRS 18.110(4), Defendant Pardee Homes of Nevada ("Pardee")
28 hereby moves the Court to retax and settle the costs included in Plaintiffs'
Memorandum of Costs and Disbursements. See Plaintiffs James Wolfram and Walt
Wilkes' Memorandum of Costs and Disbursements, filed with the Court on June 19,
2015. Because the Plaintiffs were not the prevailing party in this case and did not make
the required demonstration under *Cadle Co. v. Woods & Erickson LLP*, Pardee
respectfully requests that the Court deny Plaintiffs' alleged costs.

1 This Motion is based on NRS 18.110(4), the pleadings and papers on file, the
2 attached Memorandum of Points and Authorities, and any oral argument the Court may
3 entertain at the hearing of this Motion.

4 DATED this 24th day of June, 2015.

6 McDONALD CARANO WILSON LLP

7 /s/ Rory T. Kay
8 PAT LUNDVALL (NBSN #3761)
9 RORY T. KAY (NSB #12416)
10 2300 West Sahara Avenue, Suite 1200
11 Las Vegas, Nevada 89102

12 *Attorneys for Pardee Homes of Nevada*

14 NOTICE OF MOTION

16 TO: All Parties and Their Counsel of Record:

17 PLEASE TAKE NOTICE that the undersigned will bring the foregoing
18 **PARDEE'S MOTION TO RETAX PLAINTIFFS' MEMORANDUM OF COSTS FILED**
19 **JUNE 19, 2015** for hearing before the above-entitled Court on the 27 day of
20 JULY, 2015 at the hour of ^{IN CHAMBERS} in Department IV of the above-entitled Court, or
21 as soon thereafter as counsel can be heard.

22 MCDONALD CARANO WILSON LLP

23 /s/ Rory T. Kay
24 PAT LUNDVALL (NSBN 3761)
25 RORY KAY (NSBN 12416)
26 2300 West Sahara Avenue, Suite 1000
27 Las Vegas, Nevada 89102

28 *Attorneys for Pardee Homes of Nevada*

MEMORANDUM OF POINTS AND AUTHORITIES

I. ARGUMENT.

A. Legal Standard.

Plaintiffs claim that they are entitled to \$50,897.03 in costs pursuant to NRS 18.110 and 18.020(3). NRS 18.110 states that “the party in whose favor judgment is rendered, and who claims costs, must file . . . within 5 days after the entry of judgment . . . a memorandum of the items of the costs in the action or proceeding . . . [that] have been necessarily incurred in the action or proceeding.” NRS 18.110(1). NRS 18.020(3) states that costs “must be allowed [] to the prevailing party . . . in an action for the recovery of money or damages, where the plaintiff seeks to recover more than \$2,500.” In sum, only a prevailing party is entitled to a cost award

Although NRS 18.110 and 18.020 give district courts considerable discretion in determining costs, the statutes do not grant unlimited discretion. See *Cadle Co. v. Woods & Erickson, LLP*, 131 Nev. Adv. Op. 15, 345 P.3d 1049, 1054 (Mar. 26, 2015). Instead, awarded costs must always be reasonable, necessary, and actually incurred, and parties cannot “simply estimate a reasonable amount of costs” without providing documentation of reasonableness and necessity. See *id.*; see also *Bobby Berosini, Ltd. v. PETA*, 114 Nev. 1348, 1352, 971 P.2d 383, 385 (1998); *Gibellini v. Klindt*, 110 Nev. 1201, 1205-06, 885 P.2d 540, 543 (1994). In sum, a party seeking cost recovery must provide the required justifying documentation.

A party moving for costs must provide this “justifying documentation” to show the district court that the “costs were reasonable, necessary and actually incurred.” See *Cadle Co.*, 131 Nev. Adv. Op. 15, 345 P.3d at 1244. An affidavit or verification from the party’s counsel telling the trial court that costs were reasonable and necessary is not sufficient under the statutes; instead, the party must “demonstrate how such fees were necessary to and incurred in the present action.” *Id.* Thus, mere invoices or line items showing the cost’s amount and date are insufficient to determine reasonableness and necessity under the statutes. See *id.* Rather the party must go beyond providing

1 mere documents and instead demonstrate why each cost was reasonable and
2 necessary. *Id.*; see also *Sheehan & Sheehan v. Nelson Malley and Co.*, 121 Nev. 481,
3 493, 117 P.3d 219, 227 (2005) ("Reasonable costs must be actual and reasonable,
4 'rather than a reasonable estimate or calculation of such costs.'").

5 B. Plaintiffs Are Not Entitled to Any Cost Recovery Under NRS 18.110 and
6 NRS 18.020.

7 1. Plaintiffs were not the prevailing party in the instant litigation.

8 In their two-page memorandum of costs, Plaintiffs do not include any analysis as
9 to why they are putatively entitled to their costs. Rather Plaintiffs ignore the prevailing
10 party requirement in this matter for the purposes of NRS 18.110 and NRS 18.020.
11 However, as Pardee addressed in its previously filed Motion for Attorney's Fees and
12 Costs, Pardee prevailed entirely on Plaintiffs' claim to lost future commissions, the most
13 significant issue in this litigation and the one that comprised over 90% of Plaintiffs'
14 claimed damages. See Pardee's Motion for Attorney's Fees and Costs at 12:23-14:2,
15 on file with the Court.¹ The Court recognized as much in its judgment, wherein in
16 stated that "judgment is entered against Plaintiffs and for Pardee as to Plaintiffs' claim
17 for \$1,800,000 in damages related to the lost future commissions under the
18 Commission Agreement." Judgment entered on June 15, 2015, on file with the Court.
19 Simply put, the Plaintiffs were not the prevailing party and therefore are not entitled to
20 recover any of their costs under either NRS 18.110 or NRS 18.020.

21 2. Plaintiffs have not provided the Court with any basis to conclude
22 their claimed costs were reasonable and necessary.

23 As *Cadle Co.* makes clear, a party must go beyond simply providing an invoice
24 or line item detailing the claimed costs. *Cadle Co.*, 131 Nev. Adv. Op. 15, 345 P.3d at
25 1244. The Nevada Supreme Court held in that case that a generalized affidavit from

26 ¹ Pardee's Motion for Attorney's Fees and Costs includes a more complete
27 analysis of why Plaintiffs, after claiming over \$1.9 million in damages but only
28 recovering less than a tenth of those damages, are not the "prevailing" party in this
litigation. Pardee incorporates the entirety of that analysis in this current motion as
well. A copy of this Motion is attached as Exhibit A.

1 counsel telling “the court that costs were reasonable and necessary” is not sufficient
2 under the statutes. *Id.* Instead, the affidavit and supporting documentation must
3 “demonstrate how such [costs] were necessary to and incurred in the present action.”
4 *Id.* A party should not be permitted to supply such information after the fact.

5 Under any possible reading of *Cadle Co.*’s standard, Plaintiffs’ Motion is deficient
6 in all respects. In “justifying” Plaintiffs’ claimed costs, Plaintiffs’ counsel’s verification
7 states only that “he believes those charges to be true and correct, and to be reasonably
8 and necessarily incurred in this action or proceeding.” See Motion at 3:1-9. The Motion
9 itself is only a paragraph long and does not provide any demonstration as to how such
10 costs “were necessary to and incurred in the present action.” See Motion at 1:19-26.
11 The supporting documentation attached to the Motion only shows the date and amount
12 of each cost, along with a generic (and at times incomplete) description of the cost.
13 See *id.* Thus, what is so obviously missing from the Motion and counsel’s verification is
14 **any demonstration as to why the costs were incurred**, which is what is required by
15 *Cadle Co.* and which would allow the Court to evaluate the reasonableness and
16 necessity of the costs.

17 Absent such a supporting demonstration, the Nevada Supreme Court has been
18 resolute in stating that a district court must deny the memorandum of costs, even when
19 a party is prevailing. See *Cadle Co.*, 131 Nev. Adv. Op. 15, 345 P.3d at 1244-45
20 (“Because the district court had no evidence on which to judge the reasonableness or
21 necessity of each photocopy charge, we conclude that the court lacked justifying
22 documentation to award photocopy costs.”). This Court must therefore deny Plaintiffs’
23 memorandum of costs because there is no evidence to judge the reasonableness or
24 necessity of their claimed costs.

25 Additionally, because the Plaintiffs have provided no explanation regarding the
26 purported reasonableness of their claimed costs, Pardee cannot determine if such
27 costs are genuinely recoverable under the Nevada statutes. Therefore Pardee
28

1 reserves the right to advance additional reasons why the costs are not recoverable if
2 the Plaintiffs provide supplemental explanation at a later date.

3 II. CONCLUSION.

4 Under *Cadle Co.* and the Nevada Supreme Court's prior precedent, the Plaintiffs'
5 bare motion, with no discussion as to why they incurred the costs they claim, does not
6 satisfy the reasonableness standard inherent in NRS 18.110 and 18.020. Moreover,
7 even assuming they had made such a showing, Plaintiffs were not the "prevailing party"
8 under either statute. Thus, Pardee respectfully requests that the Court deny Plaintiffs'
9 memorandum of costs.

10 DATED this 24th day of June, 2015.

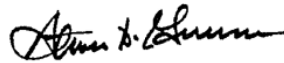
11
12 MCDONALD CARANO WILSON LLP

13
14 /s/ Rory T. Kay
15 Pat Lundvall (NSBN 3761)
16 Rory T. Kay (NSBN 12416)
17 2300 West Sahara Avenue, Suite 1200
18 Las Vegas, Nevada 89102
19 (702) 873-4100
20 (702) 873-9966 Facsimile

21
22 *Attorneys for Defendant Pardee Homes of*
23 *Nevada*
24
25
26
27
28

EXHIBIT A

Electronically Filed
05/28/2015 04:10:48 PM


CLERK OF THE COURT
ELECTRONICALLY SERVED
05/29/2015 11:44:19 AM

1 MAFC
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
10 rkay@mcdonaldcarano.com
11 Attorneys for Defendant
12 Pardee Homes of Nevada

DISTRICT COURT
CLARK COUNTY, NEVADA

10 JAMES WOLFRAM,
11 WALT WILKES

11 Plaintiffs,

12 vs.

13 PARDEE HOMES OF NEVADA,
14 Defendant.

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

PARDEE'S MOTION FOR ATTORNEY'S
FEES AND COSTS

Hearing Date:

Time:

15 AND RELATED CLAIMS

16
17
18 Pursuant to NRCP 54(d), NRS 18.010(1) and the Commission Agreement dated
19 September 1, 2004, Defendant Pardee Homes of Nevada ("Pardee") hereby moves the
20 Court for an award of its reasonable attorney's fees and costs incurred in defending and
21 prevailing in the above-referenced matter. In 2004, Pardee and plaintiffs James
22 Wolfram and Walt Wilkes (collectively "Plaintiffs") executed a Commission Agreement
23 concerning the Coyote Springs Project. The Commission Agreement broadly
24 discussed Pardee's development on the Coyote Springs Project and set forth a broker
25 commission for Plaintiffs subject to Pardee entering into certain land transactions. The
26 Commission Agreement also stated that the prevailing party in any litigation to enforce
27 its contractual rights was entitled to its reasonable attorney's fees and costs.
28

1 After disagreement between the parties regarding certain transactions on the
2 Coyote Springs Project, Plaintiffs brought suit and claimed over \$1.9 million in damages
3 resulting from Pardee's purported breach of the Commission Agreement, including the
4 following claimed damages:

5 (1) \$1.8 million in lost future commissions;

6 (2) \$146,000 in attorney's fees; and

7 (3) \$6,000 in time and effort expended searching for information regarding what
8 Pardee owed them under the Commission Agreement.

9 Perhaps realizing the frailty of these claimed damages, Plaintiffs served Pardee with an
10 Offer of Judgment for \$149,000 before trial. Pardee rejected the Offer, contending that
11 the Plaintiffs were not due any lost future commissions under the Commission
12 Agreement.

13 The parties' trial then began on October 23, 2013, and after a full presentation of
14 the evidence, the Court entirely rejected Plaintiffs' claim to \$1.8 million in damages in
15 lost future commissions, finding in favor of Pardee on that portion of plaintiffs' breach of
16 contract claim. The Court awarded Plaintiffs only \$6,000 in compensatory damages for
17 another portion of their breach of contract and accounting claim, and \$141,000 in
18 attorney's fees as special damages on those claims. In total, the Court awarded the
19 Plaintiffs only 7.5% of their total damages claim and only .03% of their claimed
20 compensatory damages. Plaintiffs' \$147,000 recovery also fell short of their Offer of
21 Judgment. Thus, Pardee entirely prevailed on Plaintiffs' claim to lost future
22 commissions, which was the case's most significant and bitterly contested issue.
23 Therefore, under the Commission Agreement, NRS 18.010(1), and applicable case law,
24 Pardee is entitled to its attorney's fees and costs as the prevailing party on this issue.

1 This Motion is based on NRS 18.010(1), the Commission Agreement, the
2 pleadings and papers on file, the attached Memorandum of Points and Authorities, the
3 declaration of Pat Lundvall, and any oral argument the Court may entertain at the
4 hearing of this Motion.

5 DATED this 28 day of May, 2015.

6
7 McDONALD CARANO WILSON LLP

8
9 /s/ Rory T. Kay
10 PAT LUNDVALL (NBSN #3761)
11 RORY T. KAY (NSB #12416)
12 2300 West Sahara Avenue, Suite 1200
13 Las Vegas, Nevada 89102

14 *Attorneys for Pardee Homes of Nevada*

15 NOTICE OF MOTION

16
17 TO: All Parties and Their Counsel of Record:

18 PLEASE TAKE NOTICE that the undersigned will bring the foregoing
19 **PARDEE'S MOTION FOR ATTORNEY'S FEES** for hearing before the above-entitled
20 Court on the 15 day of July, 2015 at the hour of 9:00am in Department IV of
21 the above-entitled Court, or as soon thereafter as counsel can be heard.

22 McDONALD CARANO WILSON LLP

23
24 /s/ Rory T. Kay
25 PAT LUNDVALL (NSBN 3761)
26 RORY KAY (NSBN 12416)
27 2300 West Sahara Avenue, Suite 1000
28 Las Vegas, Nevada 89102

Attorneys for Pardee Homes of Nevada

**DECLARATION OF PAT LUNDVALL IN SUPPORT OF PARDEE HOMES OF
NEVADA'S MOTION FOR ATTORNEY'S FEES**

Pat Lundvall declares as follows:

1. I am a partner in the law firm of McDonald Carano Wilson LLP ("McDonald Carano"), counsel of record for Pardee Homes of Nevada ("Pardee") in Clark County, Nevada District Court Case A-10-632338-C.

2. This Declaration, which is submitted in support of Pardee's Motion for Attorney's Fees and Costs, is made of my own personal knowledge. The information contained in this declaration and the attached invoices from McDonald Carano Wilson to Pardee for this case are not intended to waive the attorney-client or work product privileges, nor should they be construed to waive those privileges.

3. I have been practicing law in Nevada since 1989. I have been an attorney with McDonald Carano Wilson since June 1994, and a partner with the firm since 1996. I have represented clients in all aspects of commercial litigation in state court (including the Nevada Supreme Court), federal court, the Ninth Circuit of Appeals and the Supreme Court of the United States. A copy of my resume is attached as Exhibit A. I was lead counsel for Pardee in the case brought by Plaintiffs James Wolfram and Walt Wilkes. My hourly rate varied between \$465 and \$525 during the Plaintiffs' case against Pardee.

4. Aaron Shipley joined McDonald Carano in 2002. He is admitted to the Bars of Nevada and Utah. McDonald Carano offered Mr. Shipley partnership in 2012, which he accepted. He has over ten years of experience litigating complex commercial matters in Nevada and federal courts. A copy of his resume is attached as Exhibit B. Mr. Shipley served as second chair in this matter, and his hourly rate varied between \$290 and \$325 during the Plaintiffs' case against Pardee.

5. Rory Kay joined McDonald Carano in 2012. He is admitted to the Bars of Nevada and California. Mr. Kay is an associate at McDonald Carano, and he has three years of experience litigating complex commercial matters in Nevada and federal

1 courts, including representing Pardee in other litigation involving the Coyote Springs
2 Project. A copy of his resume is attached as Exhibit C. Mr. Kay provided limited
3 services in the post-trial phase of this case, and his hourly rate was \$240 during the
4 entire time he defended Pardee in Plaintiffs' case.

5 6. Brian Grubb and Karen Suroweic served as paralegals on this matter.
6 They helped prepare and present important documents during depositions, trial
7 preparation and the trial. They also completed relevant legal research related to the
8 plaintiffs' causes of action, helped the billing attorneys with witness preparation, and
9 assisted with various filings in the case.

10 7. All attorney's fees invoiced to Pardee were discounted 10%, pursuant to
11 an agreement with Pardee.

12 8. I am familiar with the billing rates for attorneys and paralegals in the Las
13 Vegas legal market. All of the foregoing hourly rates are fair and reasonable rates for
14 professional services by litigation attorneys and paralegals with similar levels of
15 experience and expertise within the Las Vegas legal market.

16 9. All of the work performed in this case was necessary to protect Pardee's
17 rights pursuant to the Commission Agreement and on the Coyote Springs Project.
18 Pardee's counsel handled the case from beginning to end, vigorously conducting
19 discovery, preparing for and executing the trial, and litigating the case until its final post-
20 trial judgment. Pardee also brought various meritorious motions and defeated a
21 substantial number of Plaintiffs' motions. All of the work done was consistent with civil
22 litigation practice in Las Vegas, Nevada in similar cases, especially in cases where
23 potential damages may exceed \$1,000,000.00.

24 10. In connection with the foregoing work, each attorney's work was billed on
25 an hourly basis and reflected on each attorney's time sheets, which were required to be
26 made at or about the time of the activity reflected thereon, and to accurately reflect the
27 amount of time expended on the particular activities done on Pardee's behalf. The
28 individual time sheets were entered into a billing program in McDonald Carano's

1 computer system, and sorted by client and matter number so that each client/matter
2 number received a separate accounting of the time spent by each attorney on that file
3 during the preceding month. Those entries were then prepared in a format that
4 constituted a draft of the monthly bill, with time converted to dollar amounts. Each
5 attorney and I reviewed the draft bills for accuracy. If I, as the billing attorney, believed
6 that a write down was appropriate, then the client was given a discount which was
7 never reflected on their invoice. I made such write downs to my time and other billing
8 professionals throughout the entire case. This procedure has proven to be trustworthy
9 and to render accurate and timely billing statements.

10 11. The billing statements that are attached hereto as Exhibit D are true and
11 correct copies of the billing statements generated in connection with McDonald
12 Carano's activities on Pardee's behalf in this case. All of the work identified in the
13 billing statements was reasonable and necessary, as were all of the costs. The
14 invoices were sent to the client and McDonald Carano Wilson has been paid in full on
15 those invoices.

16 12. The spreadsheet that is attached to the Motion as Exhibit E is a summary
17 of the fees and costs contained in the billing statement.

18 13. By this Motion, Pardee does not seek to recover all of its attorney's fees
19 and costs incurred in defending against the plaintiffs' claims. Instead, Pardee only
20 seeks to recover its reasonable attorney's fees and costs incurred in defending against
21 the lost future commissions portion of plaintiffs' breach of contract claim, which was the
22 most significant and bitterly contested portion of the case.

Pat Lundvall

MEMORANDUM OF POINTS AND AUTHORITIES

I. RELEVANT FACTS.

A. Plaintiffs and Pardee Execute the Commission Agreement.

In 1990s, Harvey Whittemore formed Coyote Springs Investment, LLC ("CSI") and began developing the Coyote Springs Project (the "Project"), a 43,000 acre development just northeast of Las Vegas, Nevada. The Project straddled both Clark and Lincoln Counties. See Findings of Fact and Conclusions of Law at 2:9-12, on file with the Court. As licensed real estate brokers, Plaintiffs began tracking Whittemore's Project in 2002, and shortly thereafter, they contacted Jon Lash, Pardee's executive responsible for land acquisition, to see if he was interested in purchasing land and/or developing homes on the Project. See *id.* at 1:27-2:18. Lash agreed to allow Plaintiffs to represent Pardee as a potential purchaser, and the Plaintiffs arranged a meeting between Pardee and Whittemore to discuss Pardee's interest in the Project. See *id.* at 2:24-3:8. At this meeting, Pardee indicated it only wanted to purchase the land designated as single-family detached production residential. See *id.*

After the initial meeting, Pardee and CSI informed Plaintiffs that their services were no longer needed because Pardee and CSI could negotiate the land sales between themselves. See *id.* at 3:9-12. Accordingly, Plaintiff and Pardee began negotiating the Plaintiffs' broker commissions related to the Project and Plaintiffs' introduction of Whittemore and Lash. See *id.* at 3:9-12. The end result of those negotiations was a Commission Agreement, which Pardee and James Wolfram executed on September 2, 2004 and Walt Wilkes executed on September 6, 2004. See *id.* at 4:24-26.

The Commission Agreement sets forth the parties' rights concerning Pardee's land purchases on the Project. See *generally* Commission Agreement Dated September 1, 2004, attached as Exhibit F. The only provision relevant to this Motion is the one that details the prevailing party's right to attorney's fees and costs if litigation arose to enforce the Commission Agreement:

1 In the event either party brings an action to enforce its rights under
2 this Agreement, the prevailing party shall be awarded reasonable
attorneys' fees and costs.

3 *Id.* at p .2 (emphasis added).

4 B. Pardee Purchases Land on the Project and Pays the Plaintiffs'
5 Commissions Pursuant to the Commission Agreement.

6 After the parties executed the Commission Agreement, Pardee purchased
7 relevant land from CSI that was covered by the Commission Agreement. See Findings
8 of Fact and Conclusion of Law at 8:6-9. Pursuant to the Commission Agreement,
9 Pardee also paid the Plaintiffs \$2,632,000.00 in commissions. See *id.* at 8:19-20.
10 These were the only commissions due under the Commission Agreement, and Pardee
11 has made no other purchases from CSI that would require them to pay Plaintiffs any
12 commissions under the Commission Agreement. See *id.* at 8:21-11:3.

13 C. Plaintiffs Demand \$1.8 Million in Additional Commissions and File Suit
14 Against Pardee.

15 Nevertheless, Plaintiffs insisted that they were due additional commissions from
16 Pardee and filed the current case on December 29, 2010. See Complaint, on file with
17 the Court. In their operative Complaint, the Plaintiffs alleged causes of action for
18 accounting, breach of the Commission Agreement, and breach of the implied duty of
19 good faith and fair dealing. See *generally* Second Amended Complaint. Plaintiffs
20 claimed over \$1.9 million in damages, including \$1.8 million in purportedly lost
21 commissions, \$146,000 in attorney's fees, and \$6,400 in time and effort expended
22 related to the accounting cause of action. See Plaintiffs' Twelfth Supplement to NRCP
23 16.1 Disclosure of Witnesses and Documents at 8:23-10:15, attached as Exhibit G.
24 The dominant theory in Plaintiffs' lawsuit was that Pardee purportedly reclassified
25 certain land purchases on the Project, therefore "robbing" Plaintiffs of \$1.8 million in
26 future commissions. See *id.* at 8:27-9:14. The \$1.8 million in future commissions were
27 92% of the Plaintiffs' claimed damages. See *generally id.*
28

1 D. The Suit Proceeds to Trial and the Court Entirely Rejects Plaintiffs' Claim
2 to Additional Commissions.

3 After a full bench trial beginning on October 23, 2013, the Court rejected the
4 Plaintiffs' claim to additional commissions. See *generally* Findings of Fact and
5 Conclusions of Law, on file with the Court. The Court noted that Pardee had paid the
6 Plaintiffs \$2.6 million in commissions pursuant to the Commission Agreement for all
7 land purchases that Pardee made on the Project. See *id.* at 8:19-20. The Court also
8 explained that "Pardee as of the present time does not owe any commission to Plaintiffs
9" See *id.* at 8:25-9:4. According to the Court, the Plaintiffs' dominant theory that
10 Pardee reclassified certain land purchases on the Project and "robbed" Plaintiffs of \$1.8
11 million in future commissions had no basis in law or in fact. See *id.* at 12:16-13:9.
12 Thus, the Court only awarded Plaintiffs \$6,000 in time and effort expended to research
13 accounting matters related to their commissions and \$135,500 in special damages for
14 attorney's fees and costs. See *id.* at 14:7-15:3 and 17:25-18:2. And the Court's total
15 award of \$141,500 was even less than the Plaintiffs' pre-trial Offer of Judgment. See
16 Plaintiffs' Offer of Judgment, attached as Exhibit H.

17 Because Pardee entirely prevailed on Plaintiffs' demand for \$1.8 million in lost
18 future commissions,, which was the case's most significant and bitterly contested issue,
19 Pardee now moves for the portion of its attorney's fees and costs incurred in defending
20 against that claim, pursuant to the Commission Agreement as the prevailing party in
21 this litigation.

22 II. ARGUMENT.

23 A. Legal Standard.

24 NRS 18.010(1) states that the fees of an attorney for his or her services are
25 governed by agreement, express or implied, which is not restrained by law. Thus, a
26 district court may award attorney's fees if authorized to do so by statute, rule or
27 contract, and parties "are free to provide for attorney fees by express contractual
28 provision." See *Davis v. Belling*, 128 Nev. Adv. Op. 28, 278 P. 3d 501, 515 (2012). The

1 goal in “interpreting an attorney fees provision, as with all contracts, is to discern the
2 intent of the contracting parties.” *Id.* In this matter, the Commission Agreement calls
3 for attorney’s fees for the “prevailing party.” Exhibit F, Commission Agreement at p. 2.

4 The term “prevailing party” is “broadly construed so as to encompass plaintiffs,
5 counterclaimants, and defendants.” *Valley Elec. Ass’n v. Overfield*, 121 Nev. 7, 10, 106
6 P.3d 1198, 1200 (2005). A party prevails if “it succeeds on any significant issue in
7 litigation which achieves some of the benefit it sought” *Cole-Monahan v. Salvo*,
8 No. 62849, 2014 WL 5686290, at *2 (Nev. Nov. 3, 2014); *see also Moritz v. Hoyt*
9 *Enterprises, Inc.*, 604 So. 2d 807, 810 (Fla. 1992) (“[T]he party prevailing on the
10 significant issue in the litigation is that party that should be considered the prevailing
11 party for attorney’s fees.”). And the fairest way to determine the prevailing party is “to
12 allow the trial judge to determine from the record which party has in fact prevailed on
13 the significant issues tried before the court.” *Moritz*, 604 So. 2d at 810. In considering
14 the prevailing party, the trial judge should always be mindful that “[c]ontract provisions
15 for the payment of attorney’s fees by the losing party provide an incentive to settle and
16 reduce litigation.” *Dimick v. Dimick*, 112 Nev. 402, 405, 915 P.2d 254, 256 (1996).

17 In determining how to apportion attorney’s fees and costs in cases where neither
18 party was entirely victorious, the trial court has discretion to award fees and costs using
19 its sound judgment. *See Gunderson v. D.R. Horton, Inc.*, 130 Nev. Op. 9, 319 P.3d
20 606, 616 (noting a trial court’s discretion “includes the power to determine questions to
21 which no strict rule of law is applicable but which, from their nature, and the
22 circumstances of the case, are controlled by the personal judgment of the court.”); *see*
23 *also Univ. of Nev. v. Tarkanian*, 110 Nev. 581, 594, 879 P.2d 1180, 1188 (1994)
24 (stating “a trial court must award a reasonable fee, however the method upon which a
25 reasonable fee is determined is subject to the direction of the court.”). Thus, the Court
26 is free to consider “unsuccessful claims” by the plaintiff and apportion attorney’s fees to
27 the defendant on such claims. *See Tarkanian*, 110 Nev. at 596, 879 P.2d at 1189
28 (“Tarkanian’s unsuccessful claims have been considered at various points throughout

1 this litigation, and the fees were accordingly reduced to arrive at a reasonable fee
2 award.”).

3 Once a litigant shows it is the prevailing party under a contract, it must also show
4 that its attorney’s fees and costs are reasonable. The guiding case in this analysis is
5 *Brunzell v. Golden Gate Nat’l Bank*, which demands that the trial court consider the
6 following factors to determine reasonableness: (1) the quality of the advocate; (2) the
7 character of the work done; (3) the work actually performed; and (4) the result obtained.
8 85 Nev. 345, 349, 455 P.2d 31, 33 (1969). NRCP 54 also requires an affidavit or
9 declaration from the movant’s attorney swearing that the fees were reasonably incurred
10 and supporting documentation evidencing the fees claimed.

11 The Nevada Supreme Court has further clarified that awarded costs must be
12 reasonable, and that the parties may not simply “estimate” a reasonable amount of
13 costs. See *Cadle Co. v. Woods & Erickson, LLP*, 131 Nev. Adv. Op. 15, 345 P.3d
14 1049, 1054 (Mar. 26, 2015). Instead, the statute requires the requesting party to
15 provide a verification under oath that “to the best of his or her knowledge and belief the
16 items are correct, and that the costs have been necessarily incurred in the action or
17 proceeding.” *Id.* Thus, the party must provide supporting documentation to
18 “demonstrate how such fees were necessary to and incurred in the present action.” *Id.*
19 This documentation may include receipts or court records, or it may be line item entries
20 of the cost so long as they indicate “the reason for each [cost],” which is “precisely what
21 is required under Nevada law.” *Id.*

22 B. Pardee is Entitled to Its Reasonable Attorney’s Fees and Costs in this
23 Litigation.

- 24 1. Pardee is the “prevailing party” and is therefore entitled to its
25 attorney’s fees pursuant to the Commission Agreement.

26 The significant issue in this case during trial was always Plaintiffs’ claim to \$1.8
27 million in lost future commissions under the Commission Agreement. The following
28 chart illustrates the Plaintiffs’ claimed damages in this case, including a breakdown of
each type of damages and the percentage of total damages that the type represented:

<u>Type of Damages</u>	<u>Claimed Amount</u>	<u>Amount Awarded by the Court</u>	<u>% of Plaintiffs' Total Claimed Damages</u>	<u>% of Plaintiffs' Total Awarded Damages</u>
Lost Future Commissions	\$1,800,000.00	\$0	92.2%	0%
Time and Expense to Conduct Accounting	\$6,400.00	\$6,000	.3%	4.2%
Attorney's Fees	\$146,000.00	\$135,500	7.5%	95.8%
Totals	\$1,952,000.00	\$141,500		

See Exhibit G, Plaintiffs' NRCP 16.1 Supplement at 8:23-10:15; see also Findings of Fact and Conclusions of Law. As the chart shows, the Plaintiffs' claim to lost future commissions was the significant issue in the case because it comprised 92.2% of the Plaintiffs' total claimed damages and also provided the very incentive for Plaintiffs to bring the lawsuit. See Letter Dated May 19, 2009 from James J. Jimmerson to Pardee ("My clients are of the belief that they have not been paid for all of the sales which they are due, and Pardee's failure to comply with its contract constitutes a material breach of this contract for which my clients will be obliged to seek appropriate legal redress for the harm your company has, and is, causing them."), attached as Exhibit I. Without Plaintiffs claiming \$1.8 million in damages for purported lost future commissions, they had no economic incentive to bring the lawsuit because their possible attorney's fees (\$146,000) far outweighed the meager damages they could possibly recover for their time and expense in conducting their own accounting (\$6,400).

And yet Pardee eviscerated Plaintiffs' demand for lost future commissions, with the Court finding that Pardee paid all necessary commissions under the Commission Agreement and awarding Plaintiffs not a single penny in damages for any commissions owed. See generally Findings of Fact and Conclusions of Law. Thus, on the case's significant issue, Pardee was the prevailing party having completely defeated Plaintiffs' claim to lost future commissions.¹ Under the plain language of the Commission

¹ In fact, as the above chart shows, because of Pardee's victory on the case's most significant issue, Plaintiffs only recovered 7.2% of their total claimed damages.

1 Agreement, then, Pardee is entitled to its reasonable attorney's fees and costs. See
2 Exhibit F, Commission Agreement at p. 2.

- 3 2. Pardee's attorney's fees are reasonable and supported by
4 adequate evidentiary documentation.

5 *Brunzell's* demand that the Court consider the quality of Pardee's counsel, the
6 character of the work done, the work actually performed, and the result obtained shows
7 the reasonableness of Pardee's claimed attorney's fees. Moreover, under *Cadle Co.*,
8 Pardee has provided sufficient supporting documentation to prove the reason for each
9 cost.

10 a. Quality of the Advocates.

11 Pardee was primarily represented by Pat Lundvall and Aaron Shipley through
12 trial, and Rory Kay performed minimal work after the trial concluded. Ms. Lundvall, as a
13 partner in the law firm of McDonald Carano Wilson LLP ("McDonald Carano"), has over
14 25 years of experience litigating in Nevada courts, is AV rated by her peers, and has
15 been named to the Legal Elite, Super Lawyers, Best Lawyers in America, the Silver
16 State's Top 100, and Chambers USA. She is board certified by the National Board of
17 Trial Advocacy, the National Board of Civil Pretrial Practice Advocacy, and the State
18 Bar of Nevada, and was lead counsel on this matter.

19 Mr. Shipley, as one of Ms. Lundvall's partners at McDonald Carano, has 13
20 years of experience in Nevada courts, and has been recognized as a Mountain States
21 Super Lawyer. He has experience handling commercial litigation, including claims
22 similar to the ones at issue in this case, and he served as second chair throughout the
23 trial.

24 Mr. Kay is an associate at McDonald Carano, having been admitted to the
25 Nevada Bar in 2011 and the California Bar in 2013. He has experience litigating

26
27 And Plaintiffs also recovered less in each of the other two damages types than they
28 claimed, as well as less than their pre-trial Offer of Judgment. See Exhibit H, Plaintiffs'
Offer of Judgment.

1 complex commercial matters, including representing Pardee in other litigation regarding
2 the Project.

3 Ms. Lundvall, Mr. Shipley and Mr. Kay all charged hourly rates commensurate
4 with their experience and education, and consistent with prevailing rates in the Nevada
5 legal market.

6 b. The Character of the Work Done.

7 The work of Pardee's attorneys was necessary to protect Pardee's interests on
8 the Project and under the Commission Agreement. Pardee's counsel handled the case
9 from beginning to end, vigorously conducting discovery, preparing for and executing the
10 trial, and litigating the case until its final post-trial judgment. Pardee also brought
11 various meritorious motions. All of the work done was consistent with civil litigation
12 practice in Las Vegas, Nevada in similar cases where potential damages may exceed
13 \$1,000,000.00.

14 c. The Work Actually Performed.

15 A breakdown of the work performed (including the nature of the work, the
16 attorneys' hourly rates, and total fees incurred in connection with each task) and costs
17 incurred is contained in Exhibits D and E.

18 d. The Results Obtained.

19 As discussed above, Pardee's counsel successfully defended Pardee on the
20 significant issue in the case, eliminating 92.2% of Plaintiffs' total claimed damages.
21 Moreover, Pardee's counsel successfully reduced Plaintiffs claimed damages for the
22 other types of damages so that Plaintiffs only recovered 7.2% of their total claimed
23 damages, an amount less than Plaintiffs' final pre-trial Offer of Judgment.

24 III. CONCLUSION.

25 The Commission Agreement grants attorney's fees and costs to the prevailing
26 party in any litigation arising from the contract. In this case, Pardee prevailed on the
27 most significant issue in the litigation, entirely eliminating Plaintiffs' claim to lost future
28 earnings, which equaled 92% of Plaintiffs' total claimed damages. Thus, Pardee is the

1 prevailing party pursuant to the Commission Agreement, and it is entitled to its
2 reasonable attorney's fees and costs. Consistent with the *Brunzell* analysis above,
3 Pardee respectfully requests that the Court award Pardee \$520,163.69 in attorney's
4 fees and \$17,826.40 in costs, for a total award of \$537,990.09.

5 DATED this 28th day of May, 2015.

6
7 MCDONALD CARANO WILSON LLP

8
9 /s/ Rory T. Kay

10 Pat Lundvall (NSBN 3761)
11 Rory T. Kay (NSBN 12416)
12 2300 West Sahara Avenue, Suite 1200
13 Las Vegas, Nevada 89102
14 (702) 873-4100
15 (702) 873-9966 Facsimile

16
17 *Attorneys for Defendant Pardee Homes of*
18 *Nevada*
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

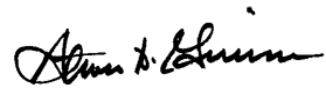
I HEREBY CERTIFY that I am an employee of McDonald Carano Wilson LLP and that on the 18 day of May, 2015, I e-served and e-filed a true and correct copy of the foregoing **PARDEE HOMES OF NEVADA'S MOTION FOR ATTORNEY'S FEES AND COSTS** via Wiznet, as utilized in the Eighth Judicial District in Clark County, Nevada, on the following:

James J. Jimmerson
Lynn M. Hansen
Burak Ahmed
JIMMERSON HANSEN, P.C.
415 S. Sixth Street, Suite 100
Las Vegas, Nevada 89101

Attorney for Plaintiffs

/s/ Sally Wexler
An Employee of McDonald Carano Wilson
LLP

327159



CLERK OF THE COURT

MAFC

JIMMERSON HANSEN, P.C.
JAMES J. JIMMERSON, ESQ.
Nevada State Bar No. 000264
LYNN M. HANSEN, ESQ.
Nevada State Bar No. 000244
415 South Sixth Street, Suite 100
Las Vegas, Nevada 89101
Telephone: (702) 388-7171
Facsimile: (702) 380-6406
jjj@jimmersonhansen.com
lmh@jimmersonhansen.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,

vs.

PARDEE HOMES OF NEVADA,

Defendant.

CASE NO.: A-10-632338

DEPT. NO.: IV

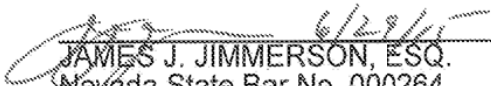
**PLAINTIFFS' MOTION FOR
ATTORNEY'S FEES AND COSTS**

COMES NOW Plaintiffs JAMES WOLFRAM and ANGELA L. LIMBOCKER-
WILKES as trustee of the WALTER D. WILKES AND ANGELA L. LIMBOCKER-WILKES
LIVING TRUST (hereinafter collectively "Plaintiffs"), by and through their counsel of
record, JAMES J. JIMMERSON, ESQ. and LYNN M. HANSEN, ESQ. of the law firm of
JIMMERSON HANSEN, P.C. hereby submit their Motion for Attorney's Fees and Costs.
This Opposition is based on the pleadings and papers on file, the attached Declaration

1 of James J. Jimmerson, Esq., the Memorandum of Points and Authorities attached
2 hereto and arguments of counsel at the hearing of this Motion.

3
4 DATED this 27 day of June, 2015.

5 JIMMERSON HANSEN, P.C.

6
7  6/29/15
8 JAMES J. JIMMERSON, ESQ.
9 Nevada State Bar No. 000264
10 LYNN M. HANSEN, ESQ.
11 Nevada State Bar No. 000244
12 415 So. Sixth St., Ste. 100
13 Las Vegas, NV 89101
14 Attorneys for Plaintiffs
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DECLARATION OF JAMES J. JIMMERSON ESQ.

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

JAMES J. JIMMERSON, under penalty of perjury, does hereby declare:

1. I am a Senior Shareholder at the law firm of Jimmerson Hansen, P.C., counsel for Plaintiffs JAMES WOLFRAM and ANGELA L. LIMBOCKER-WILKES as trustee of the WALTER D. WILKES AND ANGELA L. LIMBOCKER-WILKES LIVING TRUST in the above referenced matter. I have personal knowledge of the foregoing matters and am competent to testify thereto as follows, except for those matters stated upon information and belief, and as to those matters, I believe them to be true. I make this Declaration in support of Plaintiffs' request for attorney's fees and costs.

2. There has been a substantial amount of work which was reasonable and unfortunately necessary with regard to this issue. Redacted fee lists from May 2013 to December 2013 are attached hereto evidencing the same. The work associated with this matter commencing after the Offer of Judgment, dated April 29, 2013, was rejected on May 10, 2013 until December 13, 2013 has resulted in \$270,517.50 in attorney's fees. The attached fee list is prepared and kept in the ordinary course of our firm's accounting, and has been redacted consistent with attorney-client privilege.

3. A request for attorneys' fees is analyzed under the Brunzell factors, including the qualities of the advocate, the character of the work to be done, the work actually performed and the result. See Brunzell v. Golden Gate National Bank, 85 Nev.

1 345, 455 P.2d 31 (1969). Plaintiffs incurred \$484,128.98 in attorney's fees and
2 \$50,897.03 in costs with Jimmerson Hansen, P.C.

3 4. Considering the Brunzell factors, and the facts of this case, it would be
4 appropriate to award Plaintiff all of his attorney's fees in the sum of \$270,517.50.

5 5. The fee customarily charged in the locality for similar legal services,
6 namely hourly rates of James J. Jimmerson, Esq. at \$550.00 per hour downward to
7 paralegals at \$150-\$250 per hour, in accordance with Jimmerson Hansen, P.C.'s fee
8 agreement, are customarily charged in Clark County, Nevada for similar legal services
9 and are, indeed, reasonable. See NRPC 1.5 (formerly SCR 1.5).

10 6. The amount involved and the results obtained are another factor for the
11 Court to consider, as outlined hereinabove. Plaintiffs prevailed on every claim that they
12 brought against the Defendant. The results were consistent with the Plaintiffs' positions
13 at trial. The amount of time that Plaintiffs' counsel required to process this case was
14 much greater than it should have had to be, and Plaintiffs believes it would have been
15 resolved a years ago had Plaintiff simply honored their agreement and not forced the
16 issue to trial.

17 7. The nature and length of the professional relationship with the Defendant
18 is such that Defendant has sought out Jimmerson Hansen, P.C. believing it to be well-
19 qualified to process his work. Affiant has represented the Plaintiffs for more than 10
20 years. The experience, reputation, and ability of the lawyer or lawyers performing the
21 services are certainly commensurate with the requests being made. Jimmerson
22 Hansen, P.C., is an AV rated law firm, and is also noted as a preeminent law firm in
23
24
25
26

1 Martindale Hubbell. Mr. Jimmerson has long been recognized As a skilled and
2 competent attorney in the civil litigation and domestic relations fields, and is recognized
3 in Steven Neifeh's Best Lawyers in America. He was awarded the Ellis Island Medal of
4 Honor, a Lifetime Achievement award, as a result of his excellence as a trial attorney.


5 8. With expenditures of time in the sum of \$270,517.50 from May 11, 2013
6 to December 13, 2013, our client's request for an award of attorney's fees in the amount
7 \$270,517.50 is most reasonable for fees and costs necessarily incurred. This analysis
8 supports awarding Plaintiffs' attorney's fees in the sum of \$270,517.50.

9 9. Plaintiffs respectfully requests that the Court consider the facts outlined
10 herein and award a reasonable sum of attorney's fees and costs to Plaintiffs in the sum
11 of \$270,517.50 as requested.

12 10. Finally, Affiant incorporates his trial testimony regarding his qualifications
13 and efforts involved with cases as fully set forth herein.

14 I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS
15 TRUE AND CORRECT.

16 DATED this 29 day of June, 2015.

17
18
19
20
21
22  JAMES J. JIMMERSON, ESQ.
23
24
25
26
27
28

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION AND STATEMENT OF FACTS

Upon review of the papers and arguments on file with the Court, it is clear who the prevailing party is in this matter. While Pardee would like this Court to believe that they are the prevailing party due to the fact that Plaintiffs "lost" on the its "claim" for \$1.8 million, such a contention is simply not grounded in any evidence. In actuality, this claim was never made in any Complaint filed or any argument contended in trial. As this Court is well aware, Plaintiffs filed suit seeking damages for a full accounting, breach of contract and breach of the implied covenant of good faith and fair dealing on December 29, 2010. A simple review of this Court's Findings of Fact and Conclusions of Law and Order, filed June 25, 2014 and attached hereto as **Exhibit 1**, shows that Pardee did not succeed at defeating any of the aforementioned claims and, in fact, clearly states that Plaintiffs are "not liable to Defendant for breach of the implied covenant of good faith and fair dealing." The Court made each party aware that there would be "no damages" awarded to the Defendant. Now the Court must ask itself: how must Pardee be the prevailing party if it did not prevail on any claim before this Court?

Pardee would like this Court to believe that the Plaintiffs made a claim for \$1.8 million as damages associated with unpaid future commissions. This belief is simply false. Nowhere in Plaintiffs' Complaint filed December 29, 2010, Amended Complaint filed January 14, 2011, or Second Amended Complaint filed June 6, 2013, did the Plaintiffs *ever* make a claim for \$1.8 million dollars. The central issue in this case was Defendant's failure to keep the Plaintiffs reasonably informed. As part of their failure to keep them reasonably informed, Defendant failed to keep the Plaintiffs informed with regard to where they had built, what purchases of property they had made from Coyote Springs, where it was located, and whether or not it constituted purchased property or option property. Only after the Court made the determination of whether or not it

1 constituted purchased property as defined by the Option Agreement or option property,
2 as defined by the Option Agreement of June 1, 2004, would the Court then be in a
3 position to know, let alone the Plaintiffs be in a position to know, whether it was entitled
4 to further commissions. At no time did Plaintiffs' counsel ask the Court to enter a
5 judgment against the Defendants for \$1.8 Million.

6 This Court can know, with certainty, what the parties believed the core issues to
7 be throughout this case by reading the pleadings and papers of each party submitted to
8 the Court throughout the case, their argument at times of hearings before this Court, and
9 by the Court's Orders entered in this case. None of these filings, none of these hearings,
10 none of these arguments focused upon any claim by the Plaintiffs of an entitlement to
11 \$1,800,000.00 in damages for unpaid commissions. This is because, the Plaintiffs,
12 having been kept in the dark by the Defendant and not reasonably informed, had no
13 understanding how much money, if any, in unpaid commissions was due to them since
14 the Court would have to make the determination of whether or not the Defendant would
15 be permitted to build easterly outside the boundaries of Parcel 1, as defined within the
16 Option Agreement of June 1, 2004, or not.

17 Further, as Plaintiff, through counsel, repeatedly urged, after the Court made its
18 determination with regarding to liability and damages, an accounting would need to be
19 conducted for the Defendant to account to the Plaintiffs as to how many acres were
20 optioned, outside of Parcel 1 entitling the Plaintiffs to a commission under Plaintiffs'
21 claims. That disclosure as to how many acres was built outside of Parcel 1 was unknown
22 to the parties, and specifically unknown by Jon Lash, or any other Pardee witness when
23 asked as they had not done the computation. Plaintiffs simply did not know the amount
24 of acreage beyond Parcel 1 that had been taken down by Pardee and the argument and
25 one of the core issues in this case, was whether or not the Defendant had kept the
26 Plaintiffs reasonably informed with regard to what they had taken down, where they had

1 purchased the property, for what purpose had they purchased it, and whether a
2 commission was due for the same or not. This Court found that Defendant should have
3 known that the Plaintiffs needed to have access to information specifying the designation
4 as to the type of property being purchased by Defendant from CSI during the
5 development of Coyote Springs to verify the accuracy of their commissions. This Court
6 further found that due to Defendant's breach of the agreement, Plaintiffs were unable to
7 verify the accuracy of any commission payments that may have been due and owing
8 pursuant to section (3) of the agreement. In light of this Court's ruling in its Findings of
9 Fact and Conclusions of Law and Order along with the fact that the Plaintiffs secured a
10 judgment in excess of the Offer of Judgment, the Plaintiffs should be awarded attorney's
11 fees and costs in the amount of \$270,517.50.

12 II. ARGUMENT

13 A. Legal Standard

14 Pursuant to Nevada law, a court may provide for an award of attorney fees only
15 if a statute or rule authorizes such an award. *Valley Electric Association v. Overfield*, 106
16 P. 3d 1198, 121 Nev. 7 (2005). Further, a party prevails if it secures a judgment that is
17 monetary in nature. *Id.* See also *Richard & Sheila J. McKnight 2000 Family Trust v.*
18 *Barkett*, No. 2:10-cv-01617, 2011 U.S. Dist. LEXIS 141601, at *16 (D. Nev. Dec. 5, 2011)
19 ("Plaintiffs have prevailed, because they obtained a ruling in this case that not only
20 awards them the monetary relief they sought, but also precludes Defendants' claims.").
21 If a party does not prevail on any of its claims, they shall be not entitled to attorney's fees
22 and costs. *Chowdhry v. NLVH, Inc.*, 109 Nev. 478, 486, 851 P.2d 459, 464 (1993).

23 Furthermore, if a party recovers an amount that is in excess of a settlement offer,
24 that party shall be deemed the prevailing party in the dispute. *Valley*, 106 P. 3d 1198, at
25 1200. In pertinent part, NRCP 68(f) provides that, in a case where an Offer of Judgment
26 is extended, if the offeree rejects an offer and fails to obtain a more favorable judgment,

1 "the offeree cannot recover any costs or attorney's fees and shall not recover interest for
2 the period after the service of the offer and before the judgment." NRCP 68(f) (*emphasis*
3 *added*). Under Nevada law, if a party who rejects an offer of judgment fails to obtain a
4 more favorable judgment, the court may not award to the party any costs or attorney's
5 fees. See NRS 17.115(4)(a). The Court must determine if the offeree failed to obtain a
6 more favorable judgment by comparing the amount of the offer with the principal amount
7 of the judgment. See NRCP 68(g).

8 NRS 18.010(1) states that the fees of an attorney for his or her services are
9 governed by agreement, express or implied, which is not restrained by law. The goal in
10 "interpreting an attorney fees provision, as with all contract, is to discern the intent of the
11 contracting parties." See *Davis v. Beling*, 128 Nev. Adv. Op. 28, 278 P. 3d 501, 515
12 (2012). In this matter, the Commission Agreement calls for attorney's fees for the
13 "prevailing party." See Commission Agreement at p. 2, attached hereto as **Exhibit 2**.
14 See, also, EDCR 7.60.

15 Once a litigant shows it is the prevailing party under a contract, it must also show
16 that its attorney's fees and costs are reasonable. The guiding case in this analysis is
17 *Brunzell v. Golden Gate Nat'l Bank*, which demands that the trial court consider the
18 following factors to determine reasonableness: (1) the quality of the advocate; (2) the
19 character of the work done; (3) the work actually performed; and (4) the result obtained.
20 85 Nev. 345, 349, 455 P.2d 31, 33 (1969). NRCP 54 also requires an affidavit or
21 declaration from the movant's attorney swearing that the fees were reasonably incurred
22 and supporting documentation evidencing the fees claimed.

23 ///

24 ///

25 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2
3

4
5
6
7
8
9
10
11
12

13
14
15
16
17
18
19
20
21
22
23

24
25
26

1 the Plaintiffs were deemed the prevailing party because they succeeded on a "significant
2 issue in the litigation which achieves some benefit in bringing the suit." Not only were the
3 Plaintiffs in this action awarded damages in the amount of \$6,000.00 plus attorney's fees,
4 they were also awarded an accounting by this Court, requiring Pardee to relinquish any
5 information concerning the development of Coyote Springs in the future as it pertains to
6 Plaintiffs' commissions on option property. See Findings of Fact and Conclusions of Law
7 at 17:14-20. Therefore, due to the monetary damages awarded to the Plaintiffs along
8 with the claim for an accounting, it is clear that the Plaintiffs succeeded on the central
9 issue—the overt and disingenuous lack of communication on the part of Pardee.

10 *2. Plaintiffs are the Prevailing Party and are Entitled to Attorney's Fees*
11 *and Costs Pursuant to NRCP 68 and NRS 17.130*

12 On April 29, 2013, Plaintiffs served Pardee with an Offer of Judgment in the
13 amount of \$149,000.00. Prior to the trial in the instant matter, which commenced on or
14 about October 23, 2013, on April 29, 2013, Plaintiffs presented Defendant with an Offer
15 of Judgment of \$149,000.00, inclusive of attorney's fees and interest incurred to the date
16 of April 29, 2013, and exclusive of costs incurred. See Plaintiffs' Offer of Judgment, dated
17 April 29, 2013, attached hereto as **Exhibit 3**. Soon after being served with such an offer,
18 Pardee declined the offer and the parties proceeded to trial, at which time Plaintiffs were
19 awarded \$135,500.00 for attorney's fees and \$6,000.00 in compensatory damages, for
20 a total judgment of \$141,500.00.

21 On February 9, 2011 the Defendant Pardee was served with the Amended
22 Complaint and Amended Summons. Attached hereto as **Exhibit 4**. Pursuant to NRS
23 17.115 and NRCP 68(f), Plaintiff uses that date of February 9, 2011 as the starting point
24 in computing the interest of the Offer of Judgment, served on Pardee on April 29, 2013.
25 As such, the timeframe between February 9, 2011 and April 29, 2013 amounted to
26 twenty-six (27) months. Using a 5.25% interest rate pursuant to NRS 17.130, the

1 principal sum, exclusive of interest and costs, presented in Plaintiffs' Offer of Judgment
2 amounted to \$133,258.80 with interest equating to \$15,741.20, totaling \$149,000.
3 Attached hereto is **Exhibit 5** detailing a computation of the principal and interest of the
4 Offer of Judgment. The principal sum, exclusive of interest and costs, awarded to
5 Plaintiffs by this Court totaled \$141,500.00, well in excess of \$133,258.80. See Findings
6 of Fact and Conclusion of Law and Order. Note: The final judgment was exclusive of
7 legal interest, and Plaintiffs are entitled to prejudgment interest on that figure, raising the
8 award to a sum in excess of \$175,000, far beyond the Offer of Judgment unreasonably
9 refused by Pardee.

10 Using the formula to calculate attorney's fees and the interest on the same that
11 was outlined at trial by James J. Jimmerson, Esq., the award plus interest accruing at
12 5.25% starting from the commencement of the litigation to the service of the offer of
13 judgment equals \$154,765.25, exceeding the Offer of Judgment by \$5,765.25. See
14 Plaintiffs' Tenth Supplement to their Initial Disclosures and a detailed computation of the
15 attorney fee damages attached hereto as **Exhibit 6**. See also James J. Jimmerson, Esq.
16 trial testimony of December 13, 2013 attached hereto as **Exhibit 7**. Further, when
17 considering the Offer of Judgment of \$149,000, which included \$15,000 interest, as
18 against the more than \$175,000 award of this Court on June 25, 2014, including legal
19 interest, it is clear Plaintiffs have prevailed and are entitled to additional attorneys' fees
20 under NRS 17.115.

21 The undisputed fact that the Plaintiffs eclipsed the offer of judgment they extended
22 to Pardee on April 29, 2013 proves once more that Plaintiffs are the prevailing party in
23 the above-entitled dispute. If a party receives a judgment in excess of the purported offer
24 of judgment, they are to be deemed the prevailing parties. *See Ewing v. Bissell*, 105 Nev.
25 488, 493, 777 P.2d 1320, 1324 (1989). The Court in Ewing also ruled that because the
26 Plaintiffs received a judgment that eclipsed their \$5,000.00 offer of judgment, no

IN THE SUPREME COURT OF THE STATE OF NEVADA

Case No.: 72371

Electronically Filed
~~Feb 28 2018~~ 12:27 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

PARDEE HOMES OF NEVADA

Appellant,

v.

JAMES WOLFRAM and WALT WILKES, et al.

Respondents.

Appeal Regarding Judgment and Post-Judgment Orders
Eighth Judicial District Court
District Court Case No.: A-10-632338-C

JOINT APPENDIX – VOLUME 52 OF 88

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

Attorneys for Appellant

Chronological Index to Joint Appendix

Date	Document Description	Volume	Labeled
12/29/2010	Complaint	1	JA000001- JA000006
01/14/2011	Amended Complaint	1	JA000007- JA000012
02/11/2011	Amended Summons	1	JA000013- JA000016
03/02/2011	Answer to Amended Complaint	1	JA000017- JA000023
10/25/2011	Transcript re Discovery Conference	1	JA000024- JA000027
11/08/2011	Scheduling Order	1	JA000028- JA000030
11/29/2011	Order Setting Civil Non-Jury Trial	1	JA000031- JA000032
12/15/2011	Stipulated Confidentiality Agreement and Protective Order	1	JA000033- JA000039
12/16/2011	Notice of Entry of Stipulated Confidentiality Agreement and Protective Order	1	JA000040- JA000048
08/27/2012	Transcript re Hearing	1	JA000049- JA000050
08/29/2012	Stipulation and Order to Extend Discovery Deadlines (First Request)	1	JA000051- JA000054
08/30/2012	Notice of Entry of Stipulation and Order to Extend Discovery Deadlines (First Request)	1	JA000055- JA000060
09/21/2012	Amended Order Setting Civil Non-Jury Trial	1	JA000061- JA000062

Date	Document Description	Volume	Labeled
10/24/2012	Defendant's Motion for Summary Judgment	1	JA000063- JA000082
10/24/2012	Appendix of Exhibits in Support of Defendant's Motion for Summary Judgment	1	JA000083- JA000206
10/24/2012	Declaration of Aaron D. Shipley in Support of Defendant's Motion for Summary Judgment	1	JA000207- JA000211
10/25/2012	Appendix of Exhibits in Support of Defendant's Motion for Summary Judgment – filed under seal	2	JA000212- JA000321
11/07/2012	Opposition to Defendant's Motion for Summary Judgment and Plaintiffs' Counter Motion for Partial Summary Judgment	2	JA000322- JA000351
11/09/2012	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 – sections filed under seal	3-6	JA000352- JA001332
11/13/2012	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	7-12	JA001333- JA002053
11/29/2012	Defendant's Opposition to Plaintiff's Counter Motion for Partial Summary Judgment Re: Real Parties in Interest	13	JA002054- JA002065
12/06/2012	Transcript re Status Check	13	JA002066- JA002080
01/07/2013	Reply Brief in Support of Defendant's Motion for Summary Judgment	13	JA002081- JA002101

Date	Document Description	Volume	Labeled
01/17/2013	Plaintiffs' Reply in Further Support of Their Counter Motion for Partial Summary Judgment	13	JA002102- JA002144
03/01/2013	Defendant's Motion in Limine to Exclude Plaintiffs' Claim for Attorneys' Fees as an Element of Damages (MIL #1)	13	JA002145- JA002175
03/01/2013	Defendant's Motion in Limine to Exclude Plaintiffs' Claim for Damages in the Form of Compensation for Time (MIL #2)	13	JA002176- JA002210
03/05/2013	Transcript of Proceedings - March 5, 2013	14	JA002211- JA002350
03/14/2013	Order re Order Granting Plaintiffs Countermotion for Summary Judgment	14	JA002351- JA002353
03/15/2013	Notice of Entry of Order re Order Granting Plaintiffs Countermotion for Summary Judgment	14	JA002354- JA002358
03/20/2013	Plaintiffs Opposition to Defendant's Motion in Limine to Exclude Plaintiffs Claim for Attorney's Fees as an Element of Damages MIL 1	15	JA002359- JA002408
03/20/2013	Plaintiffs Opposition to Defendants Motion in Limine to Plaintiffs Claim for Damages in the form of compensation for time MIL 2	15	JA002409- JA002433
03/21/2013	Motion to File Second Amended Complaint	15	JA002434- JA002461
04/02/2013	Order re Order Denying Defendants Motion for Summary Judgment	16	JA002462- JA002464
04/03/2013	Notice of Entry of Order re Order Denying Defendants Motion for Summary Judgment	16	JA002465- JA002470

Date	Document Description	Volume	Labeled
04/08/2013	Defendant's Opposition to Plaintiffs' Motion for Leave to File a Second Amended Complaint	16	JA002471- JA002500
04/17/2013	Second Amended Order Setting Civil Non-Jury Trial	16	JA002501- JA002502
04/23/2013	Plaintiffs Reply in Further Support of Motion for Leave to File Second Amended Complaint	16	JA002503- JA002526
04/26/2013	Transcript re Hearing	16	JA002527- JA002626
05/10/2013	Plaintiffs Supplement to Motion for Leave to File a Second Amended Complaint Pursuant to the Courts order on Hearing on April 26, 2013	16	JA002627- JA002651
05/10/2013	Defendant's Supplemental Brief in Support of Its Opposition to Plaintiffs' Motion for Leave to File a Second Amended Complaint	16	JA002652- JA002658
05/30/2013	Order Granting Plaintiffs Motion for Leave to File a Second Amended Complaint	16	JA002659- JA002661
06/05/2013	Order Granting Plaintiffs Motion for Leave to File a Second Amended Complaint	16	JA002662- JA002664
06/05/2013	Notice of Entry of Order Granting Plaintiffs Motion for Leave to File a Second Amended Complaint	16	JA002665- JA002669
06/06/2013	Second Amended Complaint	16	JA002670- JA002677
07/03/2013	Answer to Second Amended Complaint and Counterclaim	16	JA002678- JA002687
07/09/2013	Transcript re Hearing	17	JA002688- JA002723

Date	Document Description	Volume	Labeled
07/15/2013	Plaintiffs Reply to Defendants Counterclaim	17	JA002724- JA002731
07/18/2013	Plaintiffs' Motion in Limine To Permit James J. Jimmerson, Esq. To Testify Concerning Plaintiffs' Attorney's Fees and Costs (MIL #25)	17	JA002732- JA002771
07/22/2013	Defendant's Motion for Partial Summary Judgment	17	JA002772- JA002786
07/22/2013	Plaintiffs Supplemental Opposition to Defendants Motion in Limine to Plaintiffs Claim for Damages in the Form of Compensation for Time MIL 2	17	JA002787- JA002808
07/23/2013	Transcript re Status Check	17	JA002809- JA002814
08/05/2013	Defendant Pardee Homes of Nevada's Response to Plaintiffs' Motions in Limine #1-5; And #20-25	17	JA002815- JA002829
08/06/2013	Plaintiffs Opposition to Defendants Motion for Partial Summary Judgment	17	JA002830- JA002857
09/16/2013	Reply in Support of Defendant's Motion for Partial Summary Judgment	17	JA002858- JA002864
09/16/2013	Reply in Support of Defendant's Motion in Limine to Exclude Plaintiff's Claim for Attorney's Fees As An Element of Damages	17	JA002865- JA002869
09/16/2013	Reply in Support of Defendant's Motion in Limine to Exclude Plaintiffs' Claim For Damages in the Form of Compensation for Time	17	JA002870- JA002874
09/23/2013	Transcript re Hearing	18	JA002875- JA002987

Date	Document Description	Volume	Labeled
09/27/2013	Plaintiffs Supplement to Their Opposition to Defendants Motion for Partial Summary Judgment	19-21	JA002988- JA003203
09/27/2013	Supplemental Brief in Support of Defendant's Motion for Partial Summary Judgment	21	JA003204- JA003209
10/23/2013	Order Denying Motion for Partial Summary Judgment	21	JA003210- JA003212
10/23/2013	Transcript re Trial	22	JA003213- JA003403
10/23/2013	Trial Exhibit A	23	JA003404- JA003544
10/23/2013	Trial Exhibit B – filed under seal	23	JA003545- JA003625
10/23/2013	Trial Exhibit C	23	JA003626- JA003628
10/23/2013	Trial Exhibit D	23	JA003629- JA003631
10/23/2013	Trial Exhibit E – filed under seal	23	JA003632- JA003634
10/23/2013	Trial Exhibit F	23	JA003635- JA003637
10/23/2013	Trial Exhibit G	23	JA003638
10/23/2013	Trial Exhibit H	23	JA003639- JA003640
10/23/2013	Trial Exhibit I	23	JA003641- JA003643

Date	Document Description	Volume	Labeled
10/23/2013	Trial Exhibit J – filed under seal	24	JA003644- JA003669
10/23/2013	Trial Exhibit K	24	JA003670- JA003674
10/23/2013	Trial Exhibit L	24	JA003675- JA003678
10/23/2013	Trial Exhibit M	24	JA003679- JA003680
10/23/2013	Trial Exhibit N	24	JA003681- JA003683
10/23/2013	Trial Exhibit O – filed under seal	25-26	JA003684- JA004083
10/23/2013	Trial Exhibit P	27	JA004084
10/23/2013	Trial Exhibit Q	27	JA004085
10/23/2013	Trial Exhibit R	27	JA004086- JA004089
10/23/2013	Trial Exhibit S	27	JA004090
10/23/2013	Trial Exhibit T	27	JA004091- JA004092
10/23/2013	Trial Exhibit U	27	JA004093
10/23/2013	Trial Exhibit V	27	JA004094
10/23/2013	Trial Exhibit W	27	JA004095- JA004096

Date	Document Description	Volume	Labeled
10/23/2013	Trial Exhibit X	27	JA004097
10/23/2013	Trial Exhibit Y	27	JA004098
10/23/2013	Trial Exhibit Z	27	JA004099- JA004100
10/23/2013	Trial Exhibit AA	27	JA004101- JA004102
10/23/2013	Trial Exhibit BB	27	JA004103
10/23/2013	Trial Exhibit CC	27	JA004104
10/23/2013	Trial Exhibit DD	27	JA004105
10/23/2013	Trial Exhibit EE	27	JA004106- JA004113
10/23/2013	Trial Exhibit FF	27	JA004114- JA004118
10/23/2013	Trial Exhibit GG	27	JA004119- JA004122
10/23/2013	Trial Exhibit HH	27	JA004123
10/23/2013	Trial Exhibit II	27	JA004124
10/23/2013	Trial Exhibit JJ	27	JA004125
10/23/2013	Trial Exhibit KK	27	JA004126- JA004167

Date	Document Description	Volume	Labeled
10/23/2013	Trial Exhibit LL	27	JA004168
10/23/2013	Trial Exhibit MM	27	JA004169
10/23/2013	Trial Exhibit NN	27	JA004170- JA004174
10/23/2013	Trial Exhibit OO	27	JA004175- JA004183
10/23/2013	Trial Exhibit PP	27	JA004184- JA004240
10/23/2013	Trial Exhibit QQ	27	JA004241- JA004243
10/23/2013	Trial Exhibit RR	27	JA004244- JA004248
10/23/2013	Trial Exhibit SS	27	JA004249- JA004255
10/23/2013	Trial Exhibit TT	27	JA004256- JA004262
10/23/2013	Trial Exhibit UU	27	JA004263- JA004288
10/23/2013	Trial Exhibit 1	27	JA004289- JA004292
10/23/2013	Trial Exhibit 6 – filed under seal	27	JA004293- JA004307
10/23/2013	Trial Exhibit 7 – filed under seal	27	JA004308- JA004310
10/23/2013	Trial Exhibit 8 – filed under seal	27	JA004311- JA004312

Date	Document Description	Volume	Labeled
10/23/2013	Trial Exhibit 9 – filed under seal	27	JA004313- JA004319
10/23/2013	Trial Exhibit 10 – filed under seal	27	JA004320- JA004329
10/23/2013	Trial Exhibit 11 – filed under seal	28	JA004330- JA004340
10/23/2013	Trial Exhibit 12 – filed under seal	28	JA004341- JA004360
10/23/2013	Trial Exhibit 13 – filed under seal	28	JA004361- JA004453
10/23/2013	Trial Exhibit 21	28	JA004454
10/23/2013	Trial Exhibit 25	28	JA004455- JA004462
10/24/2013	Transcript re Trial	29-30	JA004463- JA004790
10/24/2013	Trial Exhibit VV	31	JA004791
10/24/2013	Trial Exhibit 26	31	JA004792- JA004804
10/24/2013	Trial Exhibit 30	31	JA004805- JA004811
10/25/2013	Notice of Entry of Order Denying Motion for Partial Summary Judgment	31	JA004812- JA004817
10/25/2013	Plaintiffs Trial Brief Pursuant to EDCR 7.27	31	JA004818- JA004847
10/28/2013	Transcript re Trial – filed under seal	32-33	JA004848- JA005227

Date	Document Description	Volume	Labeled
10/28/2013	Trial Exhibit 15	34	JA005228- JA005232
10/28/2013	Trial Exhibit 18	34	JA005233- JA005235
10/28/2013	Trial Exhibit 19	34	JA005236- JA005237
10/28/2013	Trial Exhibit 20	34	JA005238- JA005254
10/28/2013	Trial Exhibit 23	34	JA005255- JA005260
10/28/2013	Trial Exhibit 24	34	JA005261- JA005263
10/29/2013	Transcript re Trial – filed under seal	35	JA005264- JA005493
10/29/2013	Trial Exhibit 28	36	JA005494- JA005497
10/29/2013	Trial Exhibit 29	36	JA005498- JA005511
10/30/2013	Transcript re Trial	37-38	JA005512- JA005815
10/30/2013	Trial Exhibit 23a	39	JA005816- JA005817
10/30/2013	Trial Exhibit 27	39	JA005818- JA005820
12/09/2013	Transcript re Trial – filed under seal	40-41	JA005821- JA006192
12/10/2013	Transcript re Trial	42-43	JA006193- JA006530

Date	Document Description	Volume	Labeled
12/10/2013	Trial Exhibit WW	43	JA006531- JA006532
12/12/2013	Transcript re Trial – filed under seal	44-45	JA006533- JA006878
12/12/2013	Trial Exhibit XX	46	JA006879- JA006935
12/12/2013	Trial Exhibit 39	46	JA006936- JA006948
12/12/2013	Trial Exhibit 40	46	JA006949- JA006950
12/12/2013	Trial Exhibit 41	46	JA006951- JA006952
12/13/2013	Transcript re Trial - Part 1	46	JA006953- JA007107
12/13/2013	Transcript re Trial - Part 2	47-48	JA007108- JA007384
12/13/2013	Trial Exhibit 31a	48	JA007385- JA007410
06/24/2014	Pardee's Motion to Expunge Lis Pendens – section filed under seal	48	JA007411- JA007456
06/25/2014	Findings of Fact, Conclusions of Law and Order	48	JA007457- JA007474
06/27/2014	Notice of Entry of Findings of Fact, Conclusions of Law and Order	48	JA007475- JA007494
07/14/2014	Opposition to Pardee's Motion to Expunge Lis Pendens	48	JA007495- JA007559
07/15/2014	Reply in Support of Pardee's Motion to Expunge Lis Pendens	48	JA007560- JA007570

Date	Document Description	Volume	Labeled
07/24/2014	Order Granting Motion to Expunge Lis Pendens	48	JA007571- JA007573
07/25/2014	Notice of Entry of Order Granting Motion to Expunge Lis Pendens	48	JA007574- JA007578
07/17/2014	Transcript re Hearing	49	JA007579- JA007629
07/31/2014	Transcript re Hearing	49	JA007630- JA007646
08/25/2014	Plaintiff's Accounting Brief Pursuant to the court's Order Entered on June 25, 2014	49	JA007647- JA007698
08/25/2014	Pardee Homes of Nevada's Supplemental Brief Regarding Future Accounting	49	JA007699- JA007707
05/13/2015	Findings of Fact and Conclusions of Law and Supplemental Briefing re Future Accounting	49	JA007708- JA007711
05/13/2015	Notice of Entry of Order on Findings of Fact and Conclusions of Law and Supplemental Briefing re Future Accounting	49	JA007712- JA007717
05/28/2015	Pardee's Motion for Attorney's Fees and Costs	49	JA007718- JA007734
05/28/2015	Appendix of Exhibits to Pardee's Motion for Attorney's Fees and Costs	50-51	JA007735- JA008150
06/15/2015	Judgment	52	JA008151- JA008153
06/15/2015	Notice of Entry of Judgment	52	JA008154- JA008158
06/19/2015	Plaintiffs, James Wolfram and Walt Wilkes' Memorandum of Costs and Disbursements	52	JA008159- JA008191

Date	Document Description	Volume	Labeled
06/24/2015	Pardee's Motion to Retax Plaintiffs' Memorandum of Costs Filed June 19, 2015	52	JA008192-JA008215
06/29/2015	Plaintiffs' Motion for Attorney's Fees and Costs	52-53	JA008216-JA008327
06/29/2015	Motion to Strike "Judgment", Entered June 15, 2015 Pursuant To NRC.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	53	JA008328-JA008394
06/29/2015	Plaintiffs' Motion Pursuant to NRC.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 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 – sections filed under seal	54-56	JA008395-JA008922
06/30/2015	Plaintiffs' Opposition to Pardee's Motion for Attorney's Fees and Costs	57-58	JA008923-JA009109

Date	Document Description	Volume	Labeled
06/30/2015	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	59	JA009110- JA009206
07/02/2015	Pardee Homes of Nevada's Motion to Amend Judgment	59	JA009207- JA009283
07/08/2015	Plaintiffs' Opposition to Pardee's Motion to Retax Costs	60-61	JA009284- JA009644
07/08/2015	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	62	JA009645- JA009652

Date	Document Description	Volume	Labeled
07/08/2015	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 Plaintiffs Whatsoever as Mistakenly Stated Within the Court's Latest "Judgment"	62	JA009653- JA009662
07/08/2015	Pardee's Emergency Motion to Stay Execution of Judgment: and Ex Parte Order Shortening Time	62	JA009663- JA009710
07/08/2015	Pardee's Supplemental Briefing in Support of its Emergency Motion to Stay Execution of Judgment	62	JA009711- JA009733
07/10/2015	Transcript re Hearing	62	JA009734- JA009752
07/10/2015	Order on Pardee's Emergency Motion to Stay Execution of Judgment; and Ex Parte Order Shortening Time	62	JA009753- JA009754

Date	Document Description	Volume	Labeled
07/10/2015	Notice of Entry of Order on Pardee's Emergency Motion to Stay Execution of Judgment; and Ex Parte Order Shortening Time	62	JA009755- JA009758
07/15/2015	Pardee Homes of Nevada's Opposition to Plaintiff's Motion for Attorney's Fees and Costs	62	JA009759- JA009771
07/15/2015	Appendix of Exhibits to Pardee Homes of Nevada's Opposition to Plaintiffs' Motion for Attorney's Fees and Costs	63	JA009772- JA009918
07/15/2015	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	63	JA009919- JA009943
07/15/2015	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	64	JA009944- JA010185
07/16/2015	Errata to Pardee Homes of Nevada's Opposition to Plaintiffs' Motion for Attorney's Fees and Costs	65	JA010186- JA010202
07/17/2015	Plaintiffs' Opposition to Pardee Homes of Nevada's Motion to Amend Judgment and Countermotion for Attorney's Fees	65-67	JA010203- JA010481

Date	Document Description	Volume	Labeled
07/24/2015	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	67	JA010482- JA010522
07/24/2015	Declaration of John W. Muije, Esq. In Support of Motion for Reconsideration	67	JA010523- JA010581
08/10/2015	Pardee Homes of Nevada's Opposition to Plaintiffs' Motion for Reconsideration of the Order on Pardee's Emergency Motion to Stay Execution of Judgment	67	JA010582- JA010669
08/17/2015	Reply Points and Authorities in Support of Motion for Reconsideration	67	JA010670- JA010678
08/24/2015	Minute Order Denying Plaintiff's 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	67	JA010679
09/11/2015	Plaintiffs' Reply to Defendant's Opposition to Plaintiff's Motion for Attorney's Fees and Costs	68	JA010680- JA010722
09/11/2015	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	68	JA010723- JA010767
09/11/2015	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	68	JA010768- JA010811

Date	Document Description	Volume	Labeled
09/12/2015	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	68	JA010812-JA010865
12/08/2015	Plaintiffs' Supplement to Plaintiffs' Opposition to Pardee's Motion for Attorney's Fees and Costs	68	JA010866-JA010895
12/08/2015	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"	69	JA010896-JA010945
12/30/2015	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 Countermotion for Attorney's Fees; and (2) Plaintiffs' Supplement to Plaintiffs' Opposition to Pardee's Motion for Attorney's Fees and Costs	69	JA010946-JA010953
01/11/2016	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 Countermotion for Attorney's Fees And (2) Plaintiffs' Supplement to Plaintiffs' Opposition to Pardee's Motion for Attorney's Fees and Costs	69	JA010954-JA010961
01/15/2016	Transcript re Hearing	70	JA010962-JA011167

Date	Document Description	Volume	Labeled
03/14/2016	Plaintiffs' Motion to Settle Two (2) Competing Judgments and Orders	70	JA011168- JA011210
03/16/2016	Release of Judgment	71	JA011211- JA011213
03/23/2016	Pardee Homes of Nevada's Response to Plaintiffs' Motion to Settle Two (2) Sets of Competing Judgments and Orders	71	JA011214- JA011270
04/20/2016	Plaintiffs' Reply to Defendant's Response and Supplement to Plaintiffs' Motion to Settle Two (2) Sets of Competing Judgments and Orders	71	JA011271- JA011384
04/26/2016	Order from January 15, 2016 Hearings	71	JA011385- JA011388
05/16/2016	Judgment	71	JA011389- JA011391
05/17/2016	Notice of Entry of Judgment	71	JA011392- JA011396
05/23/2016	Plaintiffs' Memorandum of Costs and Disbursements	71	JA011397- JA011441
05/31/2016	Pardee's Motion to Retax Plaintiffs' Memorandum of Costs Filed May 23, 2016	71	JA011442- JA011454
06/01/2016	Pardee Homes of Nevada's Motion to Amend Judgment	72	JA011455- JA011589
06/06/2016	Pardee's Motion for Attorney's Fees and Costs	72	JA011590- JA011614
06/06/2016	Appendix of Exhibits to Pardee Homes Motion for Attorney Fees and Costs - Volume 1	73-74	JA011615- JA011866

Date	Document Description	Volume	Labeled
06/06/2016	Appendix of Exhibits to Pardee Homes Motion for Attorney Fees and Costs - Volume 2	75-76	JA011867- JA012114
06/08/2016	Plaintiffs' Motion for Attorney's Fees and Costs	77	JA012115- JA012182
06/20/2016	Plaintiffs' Opposition to Pardee's Motion to Retax Plaintiffs' Memorandum of Costs Filed May 23, 2016	77-79	JA012183- JA012624
06/21/2016	Plaintiffs' Opposition to Pardee's Motion for Attorney's Fees and Costs	80	JA012625- JA012812
06/21/2016	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	81	JA012813- JA013024
06/27/2016	Pardee Homes of Nevada's Opposition to Plaintiffs' Motion for Attorney's Fees and Costs	82	JA013025- JA013170
06/30/2016	Pardee Homes of Nevada's Reply in Support of Motion for Attorney's Fees and Costs	82	JA013171- JA013182
06/30/2016	Pardee Homes of Nevada's Reply in Support of Motion to Amend Judgment; and Opposition to Plaintiffs' Countermotion for Attorney's Fees	82	JA013183- JA013196
07/01/2016	Pardee Homes of Nevada's Reply in Support of Motion to Retax Plaintiffs' Memorandum of Costs Filed May 23, 2016	82	JA013197- JA013204
08/02/2016	Plaintiffs' Reply in Support of Motion for Attorney's Fees and Costs	83-84	JA013205- JA013357

Date	Document Description	Volume	Labeled
08/02/2016	Plaintiffs' Reply in Support of Countermotion for Attorney's Fees and Costs	84-85	JA013358-JA013444
08/15/2016	Transcript re Hearing - August 15, 2016	86	JA013445-JA013565
09/12/2016	Plaintiffs' Brief on Interest Pursuant to the Court's Order Entered on August 15, 2016	86	JA013566-JA013590
10/17/2016	Pardee's Supplemental Brief Regarding Pre- and Post-Judgment Interest Pursuant to the Court's Order	86	JA013591-JA013602
11/04/2016	Plaintiffs' Reply Brief in Support of Brief on Interest Pursuant to the Court's Order Entered on August 15, 2016	86	JA013603-JA013612
01/09/2017	Order and Judgment from August 15, 2016 Hearings Regarding Defendants Motion to Amend Judgment	86	JA013613-JA013615
01/09/2017	Order and Judgment from August 15, 2016 Hearings Regarding Plaintiff's Motion for Attorney's Fees and Costs	86	JA013616-JA013618
01/09/2017	Order and Judgment from August 15, 2016 Hearings Regarding Defendant's Motion for Attorney's Fees and Costs	86	JA013619-JA013621
01/10/2017	Notice of Entry of Order and Judgment from August 15, 2016 Hearings Regarding Plaintiff's Motion for Attorney's Fees and Costs	86	JA013622-JA013628
01/10/2017	Notice of Entry of Order and Judgment from August 15, 2016 Hearings Regarding Defendant's Motion for Attorney's Fees and Costs	86	JA013629-JA013635

Date	Document Description	Volume	Labeled
01/10/2017	Notice of Entry of Order and Judgment from August 15, 2016 Hearings Regarding Defendant's Motion to Amend Judgment	86	JA013636- JA016342
01/12/2017	Order on Plaintiffs' Countermotion for Attorney's Fees and Costs Pursuant to NRS 18.010 and EDCR 7.60	86	JA013643- JA013644
01/12/2017	Notice of Entry of Order on Plaintiffs' Countermotion for Attorney's Fees and Costs Pursuant to NRS 18.010 and EDCR 7.60	86	JA013645- JA013648
01/12/2017	Order on Defendant's Motion to Retax Plaintiffs' Memorandum of Costs Filed May 23, 2016	86	JA013649- JA013651
01/13/2017	Notice of Entry of Order on Defendant's Motion to Retax Plaintiffs' Memorandum of Costs Filed May 23, 2016	86	JA013652- JA013656
02/08/2017	Pardee Notice of Appeal	86	JA013657- JA013659
04/07/2017	Pardee's Motion to Stay Execution of Judgment and Post-Judgment Orders	86	JA013660- JA013668
04/07/2017	Appendix of Exhibits in Support of Pardee's Motion to Stay Execution of Judgment and Post-Judgment Orders, [Volume I]	87	JA013669- JA013914
04/07/2017	Appendix of Exhibits in Support of Pardee's Motion to Stay Execution of Judgment and Post-Judgment Orders, [Volume II]	88	JA013915- JA014065
04/27/2017	Plaintiffs' Response to Pardee's Motion to Stay Execution of Judgment and Post-Judgment Orders	88	JA014066- JA014068

Date	Document Description	Volume	Labeled
05/10/2017	Pardee's Reply in Support of Motion to Stay Execution of Judgment and Post-Judgment Orders	88	JA014069- JA014071
05/12/2017	Plaintiffs' Opposition to Pardee's Motion Stay Execution of Judgment and Post-Judgment Orders	88	JA014072- JA014105
07/12/2007	Supplemental Order Regarding Plaintiffs' Entitlement to, and Calculation of, Prejudgment Interest	88	JA014106- JA014110
07/14/2017	Notice of Entry of Supplemental Order Regarding Plaintiffs' Entitlement to, and Calculation of, Prejudgment Interest	88	JA014111- JA014117
10/12/2017	Amended Judgment	88	JA014118- JA014129
10/13/2017	Notice of Entry of Amended Judgment	88	JA014130- JA014143
10/12/2017	Order Re: Defendant Pardee Homes of Nevada's Motion to Stay Execution of Judgment and Post-Judgment Orders	88	JA014144- JA014146
10/13/2017	Notice of Entry of Order Re: Defendant Pardee Homes of Nevada's Motion to Stay Execution of Judgment and Post-Judgment Orders	88	JA014147- JA014151
11/02/2017	Pardee Amended Notice of Appeal	88	JA014152- JA014154

Alphabetical Index to Joint Appendix

Date	Document Description	Volume	Labeled
01/14/2011	Amended Complaint	1	JA000007- JA000012
10/12/2017	Amended Judgment	88	JA014118- JA014129
09/21/2012	Amended Order Setting Civil Non-Jury Trial	1	JA000061- JA000062
02/11/2011	Amended Summons	1	JA000013- JA000016
03/02/2011	Answer to Amended Complaint	1	JA000017- JA000023
07/03/2013	Answer to Second Amended Complaint and Counterclaim	16	JA002678- JA002687
10/24/2012	Appendix of Exhibits in Support of Defendant's Motion for Summary Judgment	1	JA000083- JA000206
10/25/2012	Appendix of Exhibits in Support of Defendant's Motion for Summary Judgment – filed under seal	2	JA000212- JA000321
04/07/2017	Appendix of Exhibits in Support of Pardee's Motion to Stay Execution of Judgment and Post-Judgment Orders, [Volume I]	87	JA013669- JA013914
04/07/2017	Appendix of Exhibits in Support of Pardee's Motion to Stay Execution of Judgment and Post-Judgment Orders, [Volume II]	88	JA013915- JA014065
06/06/2016	Appendix of Exhibits to Pardee Homes Motion for Attorney Fees and Costs - Volume 1	73-74	JA011615- JA011866

Date	Document Description	Volume	Labeled
06/06/2016	Appendix of Exhibits to Pardee Homes Motion for Attorney Fees and Costs - Volume 2	75-76	JA011867- JA012114
07/15/2015	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	64	JA009944- JA010185
07/15/2015	Appendix of Exhibits to Pardee Homes of Nevada's Opposition to Plaintiffs' Motion for Attorney's Fees and Costs	63	JA009772- JA009918
05/28/2015	Appendix of Exhibits to Pardee's Motion for Attorney's Fees and Costs	50-51	JA007735- JA008150
11/09/2012	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 – sections filed under seal	3-6	JA000352- JA001332
11/13/2012	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	7-12	JA001333- JA002053
12/29/2010	Complaint	1	JA000001- JA000006
10/24/2012	Declaration of Aaron D. Shipley in Support of Defendant's Motion for Summary Judgment	1	JA000207- JA000211

Date	Document Description	Volume	Labeled
07/24/2015	Declaration of John W. Muije, Esq. In Support of Motion for Reconsideration	67	JA010523- JA010581
08/05/2013	Defendant Pardee Homes of Nevada's Response to Plaintiffs' Motions in Limine #1-5; And #20-25	17	JA002815- JA002829
07/22/2013	Defendant's Motion for Partial Summary Judgment	17	JA002772- JA002786
10/24/2012	Defendant's Motion for Summary Judgment	1	JA000063- JA000082
03/01/2013	Defendant's Motion in Limine to Exclude Plaintiffs' Claim for Attorneys' Fees as an Element of Damages (MIL #1)	13	JA002145- JA002175
03/01/2013	Defendant's Motion in Limine to Exclude Plaintiffs' Claim for Damages in the Form of Compensation for Time (MIL #2)	13	JA002176- JA002210
11/29/2012	Defendant's Opposition to Plaintiff's Counter Motion for Partial Summary Judgment Re: Real Parties in Interest	13	JA002054- JA002065
04/08/2013	Defendant's Opposition to Plaintiffs' Motion for Leave to File a Second Amended Complaint	16	JA002471- JA002500
05/10/2013	Defendant's Supplemental Brief in Support of Its Opposition to Plaintiffs' Motion for Leave to File a Second Amended Complaint	16	JA002652- JA002658
07/08/2015	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	62	JA009645- JA009652

Date	Document Description	Volume	Labeled
07/16/2015	Errata to Pardee Homes of Nevada's Opposition to Plaintiffs' Motion for Attorney's Fees and Costs	65	JA010186- JA010202
07/08/2015	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 Plaintiffs Whatsoever as Mistakenly Stated Within the Court's Latest "Judgment"	62	JA009653- JA009662
05/13/2015	Findings of Fact and Conclusions of Law and Supplemental Briefing re Future Accounting	49	JA007708- JA007711
06/25/2014	Findings of Fact, Conclusions of Law and Order	48	JA007457- JA007474
06/15/2015	Judgment	52	JA008151- JA008153
05/16/2016	Judgment	71	JA011389- JA011391

Date	Document Description	Volume	Labeled
08/24/2015	Minute Order Denying Plaintiff's 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	67	JA010679
03/21/2013	Motion to File Second Amended Complaint	15	JA002434- JA002461
06/29/2015	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	53	JA008328- JA008394
12/08/2015	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"	69	JA010896- JA010945
10/13/2017	Notice of Entry of Amended Judgment	88	JA014130- JA014143
06/27/2014	Notice of Entry of Findings of Fact, Conclusions of Law and Order	48	JA007475- JA007494
06/15/2015	Notice of Entry of Judgment	52	JA008154- JA008158
05/17/2016	Notice of Entry of Judgment	71	JA011392- JA011396
01/10/2017	Notice of Entry of Order and Judgment from August 15, 2016 Hearings Regarding Defendant's Motion for Attorney's Fees and Costs	86	JA013629- JA013635

Date	Document Description	Volume	Labeled
01/10/2017	Notice of Entry of Order and Judgment from August 15, 2016 Hearings Regarding Defendant's Motion to Amend Judgment	86	JA013636- JA016342
01/10/2017	Notice of Entry of Order and Judgment from August 15, 2016 Hearings Regarding Plaintiff's Motion for Attorney's Fees and Costs	86	JA013622- JA013628
10/25/2013	Notice of Entry of Order Denying Motion for Partial Summary Judgment	31	JA004812- JA004817
07/25/2014	Notice of Entry of Order Granting Motion to Expunge Lis Pendens	48	JA007574- JA007578
06/05/2013	Notice of Entry of Order Granting Plaintiffs Motion for Leave to File a Second Amended Complaint	16	JA002665- JA002669
01/13/2017	Notice of Entry of Order on Defendant's Motion to Retax Plaintiffs' Memorandum of Costs Filed May 23, 2016	86	JA013652- JA013656
05/13/2015	Notice of Entry of Order on Findings of Fact and Conclusions of Law and Supplemental Briefing re Future Accounting	49	JA007712- JA007717
07/10/2015	Notice of Entry of Order on Pardee's Emergency Motion to Stay Execution of Judgment; and Ex Parte Order Shortening Time	62	JA009755- JA009758
01/12/2017	Notice of Entry of Order on Plaintiffs' Countermotion for Attorney's Fees and Costs Pursuant to NRS 18.010 and EDCR 7.60	86	JA013645- JA013648
04/03/2013	Notice of Entry of Order re Order Denying Defendants Motion for Summary Judgment	16	JA002465- JA002470

Date	Document Description	Volume	Labeled
03/15/2013	Notice of Entry of Order re Order Granting Plaintiffs Countermotion for Summary Judgment	14	JA002354-JA002358
10/13/2017	Notice of Entry of Order Re: Defendant Pardee Homes of Nevada's Motion to Stay Execution of Judgment and Post-Judgment Orders	88	JA014147-JA014151
12/16/2011	Notice of Entry of Stipulated Confidentiality Agreement and Protective Order	1	JA000040-JA000048
08/30/2012	Notice of Entry of Stipulation and Order to Extend Discovery Deadlines (First Request)	1	JA000055-JA000060
07/14/2017	Notice of Entry of Supplemental Order Regarding Plaintiffs' Entitlement to, and Calculation of, Prejudgment Interest	88	JA014111-JA014117
11/07/2012	Opposition to Defendant's Motion for Summary Judgment and Plaintiffs' Counter Motion for Partial Summary Judgment	2	JA000322-JA000351
07/14/2014	Opposition to Pardee's Motion to Expunge Lis Pendens	48	JA007495-JA007559
01/09/2017	Order and Judgment from August 15, 2016 Hearings Regarding Defendant's Motion for Attorney's Fees and Costs	86	JA013619-JA013621
01/09/2017	Order and Judgment from August 15, 2016 Hearings Regarding Defendants Motion to Amend Judgment	86	JA013613-JA013615
01/09/2017	Order and Judgment from August 15, 2016 Hearings Regarding Plaintiff's Motion for Attorney's Fees and Costs	86	JA013616-JA013618
10/23/2013	Order Denying Motion for Partial Summary Judgment	21	JA003210-JA003212

Date	Document Description	Volume	Labeled
04/26/2016	Order from January 15, 2016 Hearings	71	JA011385- JA011388
07/24/2014	Order Granting Motion to Expunge Lis Pendens	48	JA007571- JA007573
05/30/2013	Order Granting Plaintiffs Motion for Leave to File a Second Amended Complaint	16	JA002659- JA002661
06/05/2013	Order Granting Plaintiffs Motion for Leave to File a Second Amended Complaint	16	JA002662- JA002664
01/12/2017	Order on Defendant's Motion to Retax Plaintiffs' Memorandum of Costs Filed May 23, 2016	86	JA013649- JA013651
07/10/2015	Order on Pardee's Emergency Motion to Stay Execution of Judgment; and Ex Parte Order Shortening Time	62	JA009753- JA009754
01/12/2017	Order on Plaintiffs' Countermotion for Attorney's Fees and Costs Pursuant to NRS 18.010 and EDCR 7.60	86	JA013643- JA013644
04/02/2013	Order re Order Denying Defendants Motion for Summary Judgment	16	JA002462- JA002464
03/14/2013	Order re Order Granting Plaintiffs Countermotion for Summary Judgment	14	JA002351- JA002353
10/12/2017	Order Re: Defendant Pardee Homes of Nevada's Motion to Stay Execution of Judgment and Post-Judgment Orders	88	JA014144- JA014146
11/29/2011	Order Setting Civil Non-Jury Trial	1	JA000031- JA000032
11/02/2017	Pardee Amended Notice of Appeal	88	JA014152- JA014154

Date	Document Description	Volume	Labeled
07/15/2015	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	63	JA009919- JA009943
09/12/2015	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	68	JA010812- JA010865
12/30/2015	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 Countermotion for Attorney's Fees; and (2) Plaintiffs' Supplement to Plaintiffs' Opposition to Pardee's Motion for Attorney's Fees and Costs	69	JA010946- JA010953
06/01/2016	Pardee Homes of Nevada's Motion to Amend Judgment	72	JA011455- JA011589
07/02/2015	Pardee Homes of Nevada's Motion to Amend Judgment	59	JA009207- JA009283
06/27/2016	Pardee Homes of Nevada's Opposition to Plaintiffs' Motion for Attorney's Fees and Costs	82	JA013025- JA013170
07/15/2015	Pardee Homes of Nevada's Opposition to Plaintiff's Motion for Attorney's Fees and Costs	62	JA009759- JA009771

Date	Document Description	Volume	Labeled
08/10/2015	Pardee Homes of Nevada's Opposition to Plaintiffs' Motion for Reconsideration of the Order on Pardee's Emergency Motion to Stay Execution of Judgment	67	JA010582-JA010669
06/30/2016	Pardee Homes of Nevada's Reply in Support of Motion for Attorney's Fees and Costs	82	JA013171-JA013182
06/30/2016	Pardee Homes of Nevada's Reply in Support of Motion to Amend Judgment; and Opposition to Plaintiffs' Countermotion for Attorney's Fees	82	JA013183-JA013196
07/01/2016	Pardee Homes of Nevada's Reply in Support of Motion to Retax Plaintiffs' Memorandum of Costs Filed May 23, 2016	82	JA013197-JA013204
03/23/2016	Pardee Homes of Nevada's Response to Plaintiffs' Motion to Settle Two (2) Sets of Competing Judgments and Orders	71	JA011214-JA011270
08/25/2014	Pardee Homes of Nevada's Supplemental Brief Regarding Future Accounting	49	JA007699-JA007707
02/08/2017	Pardee Notice of Appeal	86	JA013657-JA013659
07/08/2015	Pardee's Emergency Motion to Stay Execution of Judgment: and Ex Parte Order Shortening Time	62	JA009663-JA009710
06/06/2016	Pardee's Motion for Attorney's Fees and Costs	72	JA011590-JA011614
05/28/2015	Pardee's Motion for Attorney's Fees and Costs	49	JA007718-JA007734
06/24/2014	Pardee's Motion to Expunge Lis Pendens – section filed under seal	48	JA007411-JA007456

Date	Document Description	Volume	Labeled
06/24/2015	Pardee's Motion to Retax Plaintiffs' Memorandum of Costs Filed June 19, 2015	52	JA008192- JA008215
05/31/2016	Pardee's Motion to Retax Plaintiffs' Memorandum of Costs Filed May 23, 2016	71	JA011442- JA011454
04/07/2017	Pardee's Motion to Stay Execution of Judgment and Post-Judgment Orders	86	JA013660- JA013668
05/10/2017	Pardee's Reply in Support of Motion to Stay Execution of Judgment and Post-Judgment Orders	88	JA014069- JA014071
10/17/2016	Pardee's Supplemental Brief Regarding Pre- and Post-Judgment Interest Pursuant to the Court's Order	86	JA013591- JA013602
07/08/2015	Pardee's Supplemental Briefing in Support of its Emergency Motion to Stay Execution of Judgment	62	JA009711- JA009733
08/25/2014	Plaintiff's Accounting Brief Pursuant to the court's Order Entered on June 25, 2014	49	JA007647- JA007698
09/12/2016	Plaintiffs' Brief on Interest Pursuant to the Court's Order Entered on August 15, 2016	86	JA013566- JA013590
05/23/2016	Plaintiffs' Memorandum of Costs and Disbursements	71	JA011397- JA011441
06/08/2016	Plaintiffs' Motion for Attorney's Fees and Costs	77	JA012115- JA012182
06/29/2015	Plaintiffs' Motion for Attorney's Fees and Costs	52-53	JA008216- JA008327
07/24/2015	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	67	JA010482- JA010522

Date	Document Description	Volume	Labeled
07/18/2013	Plaintiffs' Motion in Limine To Permit James J. Jimmerson, Esq. To Testify Concerning Plaintiffs' Attorney's Fees and Costs (MIL #25)	17	JA002732- JA002771
06/29/2015	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 – sections filed under seal	54-56	JA008395- JA008922
03/14/2016	Plaintiffs' Motion to Settle Two (2) Competing Judgments and Orders	70	JA011168- JA011210
06/21/2016	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	81	JA012813- JA013024
08/06/2013	Plaintiffs Opposition to Defendants Motion for Partial Summary Judgment	17	JA002830- JA002857

Date	Document Description	Volume	Labeled
03/20/2013	Plaintiffs Opposition to Defendant's Motion in Limine to Exclude Plaintiffs Claim for Attorney's Fees as an Element of Damages MIL 1	15	JA002359- JA002408
03/20/2013	Plaintiffs Opposition to Defendants Motion in Limine to Plaintiffs Claim for Damages in the form of compensation for time MIL 2	15	JA002409- JA002433
07/17/2015	Plaintiffs' Opposition to Pardee Homes of Nevada's Motion to Amend Judgment and Countermotion for Attorney's Fees	65-67	JA010203- JA010481
06/30/2015	Plaintiffs' Opposition to Pardee's Motion for Attorney's Fees and Costs	57-58	JA008923- JA009109
06/21/2016	Plaintiffs' Opposition to Pardee's Motion for Attorney's Fees and Costs	80	JA012625- JA012812
05/12/2017	Plaintiffs' Opposition to Pardee's Motion Stay Execution of Judgment and Post-Judgment Orders	88	JA014072- JA014105
07/08/2015	Plaintiffs' Opposition to Pardee's Motion to Retax Costs	60-61	JA009284- JA009644
06/20/2016	Plaintiffs' Opposition to Pardee's Motion to Retax Plaintiffs' Memorandum of Costs Filed May 23, 2016	77-79	JA012183- JA012624
11/04/2016	Plaintiffs' Reply Brief in Support of Brief on Interest Pursuant to the Court's Order Entered on August 15, 2016	86	JA013603- JA013612
04/23/2013	Plaintiffs Reply in Further Support of Motion for Leave to File Second Amended Complaint	16	JA002503- JA002526

Date	Document Description	Volume	Labeled
01/17/2013	Plaintiffs' Reply in Further Support of Their Counter Motion for Partial Summary Judgment	13	JA002102- JA002144
08/02/2016	Plaintiffs' Reply in Support of Countermotion for Attorney's Fees and Costs	84-85	JA013358- JA013444
08/02/2016	Plaintiffs' Reply in Support of Motion for Attorney's Fees and Costs	83-84	JA013205- JA013357
01/11/2016	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 Countermotion for Attorney's Fees And (2) Plaintiffs' Supplement to Plaintiffs' Opposition to Pardee's Motion for Attorney's Fees and Costs	69	JA010954- JA010961
07/15/2013	Plaintiffs Reply to Defendants Counterclaim	17	JA002724- JA002731
09/11/2015	Plaintiffs' Reply to Defendant's Opposition to Plaintiff's Motion for Attorney's Fees and Costs	68	JA010680- JA010722
09/11/2015	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	68	JA010768- JA010811
09/11/2015	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	68	JA010723- JA010767
04/20/2016	Plaintiffs' Reply to Defendant's Response and Supplement to Plaintiffs' Motion to Settle Two (2) Sets of Competing Judgments and Orders	71	JA011271- JA011384

Date	Document Description	Volume	Labeled
04/27/2017	Plaintiffs' Response to Pardee's Motion to Stay Execution of Judgment and Post-Judgment Orders	88	JA014066- JA014068
05/10/2013	Plaintiffs Supplement to Motion for Leave to File a Second Amended Complaint Pursuant to the Courts order on Hearing on April 26, 2013	16	JA002627- JA002651
12/08/2015	Plaintiffs' Supplement to Plaintiffs' Opposition to Pardee's Motion for Attorney's Fees and Costs	68	JA010866- JA010895
09/27/2013	Plaintiffs Supplement to Their Opposition to Defendants Motion for Partial Summary Judgment	19-21	JA002988- JA003203
07/22/2013	Plaintiffs Supplemental Opposition to Defendants Motion in Limine to Plaintiffs Claim for Damages in the Form of Compensation for Time MIL 2	17	JA002787- JA002808
10/25/2013	Plaintiffs Trial Brief Pursuant to EDCR 7.27	31	JA004818- JA004847
06/19/2015	Plaintiffs, James Wolfram and Walt Wilkes' Memorandum of Costs and Disbursements	52	JA008159- JA008191
03/16/2016	Release of Judgment	71	JA011211- JA011213
01/07/2013	Reply Brief in Support of Defendant's Motion for Summary Judgment	13	JA002081- JA002101
09/16/2013	Reply in Support of Defendant's Motion for Partial Summary Judgment	17	JA002858- JA002864
09/16/2013	Reply in Support of Defendant's Motion in Limine to Exclude Plaintiff's Claim for Attorney's Fees as An Element of Damages	17	JA002865- JA002869

Date	Document Description	Volume	Labeled
09/16/2013	Reply in Support of Defendant's Motion in Limine to Exclude Plaintiffs' Claim for Damages in the Form of Compensation for Time	17	JA002870- JA002874
07/15/2014	Reply in Support of Pardee's Motion to Expunge Lis Pendens	48	JA007560- JA007570
08/17/2015	Reply Points and Authorities in Support of Motion for Reconsideration	67	JA010670- JA010678
11/08/2011	Scheduling Order	1	JA000028- JA000030
06/06/2013	Second Amended Complaint	16	JA002670- JA002677
04/17/2013	Second Amended Order Setting Civil Non-Jury Trial	16	JA002501- JA002502
12/15/2011	Stipulated Confidentiality Agreement and Protective Order	1	JA000033- JA000039
08/29/2012	Stipulation and Order to Extend Discovery Deadlines (First Request)	1	JA000051- JA000054
06/30/2015	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	59	JA009110- JA009206
09/27/2013	Supplemental Brief in Support of Defendant's Motion for Partial Summary Judgment	21	JA003204- JA003209
07/12/2007	Supplemental Order Regarding Plaintiffs' Entitlement to, and Calculation of, Prejudgment Interest	88	JA014106- JA014110

Date	Document Description	Volume	Labeled
03/05/2013	Transcript of Proceedings - March 5, 2013	14	JA002211- JA002350
10/25/2011	Transcript re Discovery Conference	1	JA000024- JA000027
08/27/2012	Transcript re Hearing	1	JA000049- JA000050
04/26/2013	Transcript re Hearing	16	JA002527- JA002626
07/09/2013	Transcript re Hearing	17	JA002688- JA002723
09/23/2013	Transcript re Hearing	18	JA002875- JA002987
07/17/2014	Transcript re Hearing	49	JA007579- JA007629
07/31/2014	Transcript re Hearing	49	JA007630- JA007646
07/10/2015	Transcript re Hearing	62	JA009734- JA009752
01/15/2016	Transcript re Hearing	70	JA010962- JA011167
08/15/2016	Transcript re Hearing - August 15, 2016	86	JA013445- JA013565
12/06/2012	Transcript re Status Check	13	JA002066- JA002080
07/23/2013	Transcript re Status Check	17	JA002809- JA002814
10/23/2013	Transcript re Trial	22	JA003213- JA003403

Date	Document Description	Volume	Labeled
10/24/2013	Transcript re Trial	29-30	JA004463- JA004790
10/28/2013	Transcript re Trial – filed under seal	32-33	JA004848- JA005227
10/29/2013	Transcript re Trial – filed under seal	35	JA005264- JA005493
10/30/2013	Transcript re Trial	37-38	JA005512- JA005815
12/09/2013	Transcript re Trial – filed under seal	40-41	JA005821- JA006192
12/10/2013	Transcript re Trial	42-43	JA006193- JA006530
12/12/2013	Transcript re Trial – filed under seal	44-45	JA006533- JA006878
12/13/2013	Transcript re Trial - Part 1	46	JA006953- JA007107
12/13/2013	Transcript re Trial - Part 2	47-48	JA007108- JA007384
10/23/2013	Trial Exhibit A	23	JA003404- JA003544
10/23/2013	Trial Exhibit B – filed under seal	23	JA003545- JA003625
10/23/2013	Trial Exhibit C	23	JA003626- JA003628
10/23/2013	Trial Exhibit D	23	JA003629- JA003631
10/23/2013	Trial Exhibit E – filed under seal	23	JA003632- JA003634

Date	Document Description	Volume	Labeled
10/23/2013	Trial Exhibit F	23	JA003635- JA003637
10/23/2013	Trial Exhibit G	23	JA003638
10/23/2013	Trial Exhibit H	23	JA003639- JA003640
10/23/2013	Trial Exhibit I	23	JA003641- JA003643
10/23/2013	Trial Exhibit J – filed under seal	24	JA003644- JA003669
10/23/2013	Trial Exhibit K	24	JA003670- JA003674
10/23/2013	Trial Exhibit L	24	JA003675- JA003678
10/23/2013	Trial Exhibit M	24	JA003679- JA003680
10/23/2013	Trial Exhibit N	24	JA003681- JA003683
10/23/2013	Trial Exhibit O – filed under seal	25-26	JA003684- JA004083
10/23/2013	Trial Exhibit P	27	JA004084
10/23/2013	Trial Exhibit Q	27	JA004085
10/23/2013	Trial Exhibit R	27	JA004086- JA004089
10/23/2013	Trial Exhibit S	27	JA004090

Date	Document Description	Volume	Labeled
10/23/2013	Trial Exhibit T	27	JA004091- JA004092
10/23/2013	Trial Exhibit U	27	JA004093
10/23/2013	Trial Exhibit V	27	JA004094
10/23/2013	Trial Exhibit W	27	JA004095- JA004096
10/23/2013	Trial Exhibit X	27	JA004097
10/23/2013	Trial Exhibit Y	27	JA004098
10/23/2013	Trial Exhibit Z	27	JA004099- JA004100
10/23/2013	Trial Exhibit 1	27	JA004289- JA004292
10/23/2013	Trial Exhibit 10 – filed under seal	27	JA004320- JA004329
10/23/2013	Trial Exhibit 11 – filed under seal	28	JA004330- JA004340
10/23/2013	Trial Exhibit 12 – filed under seal	28	JA004341- JA004360
10/23/2013	Trial Exhibit 13 – filed under seal	28	JA004361- JA004453
10/28/2013	Trial Exhibit 15	34	JA005228- JA005232
10/28/2013	Trial Exhibit 18	34	JA005233- JA005235

Date	Document Description	Volume	Labeled
10/28/2013	Trial Exhibit 19	34	JA005236- JA005237
10/28/2013	Trial Exhibit 20	34	JA005238- JA005254
10/23/2013	Trial Exhibit 21	28	JA004454
10/28/2013	Trial Exhibit 23	34	JA005255- JA005260
10/30/2013	Trial Exhibit 23a	39	JA005816- JA005817
10/28/2013	Trial Exhibit 24	34	JA005261- JA005263
10/23/2013	Trial Exhibit 25	28	JA004455- JA004462
10/24/2013	Trial Exhibit 26	31	JA004792- JA004804
10/30/2013	Trial Exhibit 27	39	JA005818- JA005820
10/29/2013	Trial Exhibit 28	36	JA005494- JA005497
10/29/2013	Trial Exhibit 29	36	JA005498- JA005511
10/24/2013	Trial Exhibit 30	31	JA004805- JA004811
12/13/2013	Trial Exhibit 31a	48	JA007385- JA007410
12/12/2013	Trial Exhibit 39	46	JA006936- JA006948

Date	Document Description	Volume	Labeled
12/12/2013	Trial Exhibit 40	46	JA006949- JA006950
12/12/2013	Trial Exhibit 41	46	JA006951- JA006952
10/23/2013	Trial Exhibit 6 – filed under seal	27	JA004293- JA004307
10/23/2013	Trial Exhibit 7 – filed under seal	27	JA004308- JA004310
10/23/2013	Trial Exhibit 8 – filed under seal	27	JA004311- JA004312
10/23/2013	Trial Exhibit 9 – filed under seal	27	JA004313- JA004319
10/23/2013	Trial Exhibit AA	27	JA004101- JA004102
10/23/2013	Trial Exhibit BB	27	JA004103
10/23/2013	Trial Exhibit CC	27	JA004104
10/23/2013	Trial Exhibit DD	27	JA004105
10/23/2013	Trial Exhibit EE	27	JA004106- JA004113
10/23/2013	Trial Exhibit FF	27	JA004114- JA004118
10/23/2013	Trial Exhibit GG	27	JA004119- JA004122
10/23/2013	Trial Exhibit HH	27	JA004123

Date	Document Description	Volume	Labeled
10/23/2013	Trial Exhibit II	27	JA004124
10/23/2013	Trial Exhibit JJ	27	JA004125
10/23/2013	Trial Exhibit KK	27	JA004126- JA004167
10/23/2013	Trial Exhibit LL	27	JA004168
10/23/2013	Trial Exhibit MM	27	JA004169
10/23/2013	Trial Exhibit NN	27	JA004170- JA004174
10/23/2013	Trial Exhibit OO	27	JA004175- JA004183
10/23/2013	Trial Exhibit PP	27	JA004184- JA004240
10/23/2013	Trial Exhibit QQ	27	JA004241- JA004243
10/23/2013	Trial Exhibit RR	27	JA004244- JA004248
10/23/2013	Trial Exhibit SS	27	JA004249- JA004255
10/23/2013	Trial Exhibit TT	27	JA004256- JA004262
10/23/2013	Trial Exhibit UU	27	JA004263- JA004288
10/24/2013	Trial Exhibit VV	31	JA004791

Date	Document Description	Volume	Labeled
12/10/2013	Trial Exhibit WW	43	JA006531- JA006532
12/12/2013	Trial Exhibit XX	46	JA006879- JA006935

Dated this 28th day of February, 2018.

McDONALD CARANO LLP

By: /s/ Rory T. Kay
Pat Lundvall (NSBN 3761)
Rory T. Kay (NSBN 12416)
2300 W. Sahara Ave., 12th Floor
Las Vegas, Nevada 89102
Telephone: (702) 873-4100
Facsimile: (702) 873-9966
lundvall@mcdonaldcarano.com
rkay@mcdonaldcarano.com

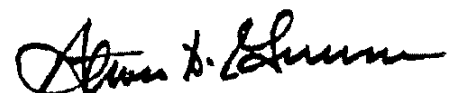
Attorneys for Appellant

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of McDonald Carano LLP, and on the 28th day of February, 2018, a true and correct copy of the foregoing document was e-filed and e-served on all registered parties to the Supreme Court's electronic filing system:

/s/ Beau Nelson

An Employee of McDonald Carano LLP


CLERK OF THE COURT

JUDG
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
rkay@mcdonaldcarano.com
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

JUDGMENT

AND RELATED CLAIMS

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

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

1 After reviewing the parties' supplemental briefing, the Court then entered an
2 order on April 20, 2015 reflecting its decision on the supplemental briefing (the
3 "Accounting Order") The Notice of Entry of the Accounting Order was filed on May 13,
4 2015.

5 In accordance with the Findings of Fact and Conclusions of Law entered on June
6 25, 2014 and the Accounting Order entered on May 13, 2015, the Court finds the
7 following:

8 Plaintiffs claimed \$1,952,000 in total damages related to their causes of action.
9 Specifically, Plaintiffs claimed \$1,800,000 in damages related to lost future
10 commissions from Pardee's purported breach of the Commission Agreement, \$146,500
11 in attorney's fees incurred as special damages in prosecuting the action, and \$6,000 in
12 consequential damages for time and effort expended searching for information
13 regarding what Pardee purportedly owed them under the Commission Agreement.

14 Having considered the entire record, including testimony of witnesses, the
15 documentary evidence, stipulations of counsel, the papers submitted by the respective
16 parties, and the arguments of counsel at trial in this matter, the Court enters judgment
17 as follows:

18 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT JUDGMENT IS**
19 **ENTERED** against Plaintiffs and for Pardee as to Plaintiffs' claim for \$1,800,000 in
20 damages related to lost future commissions under the Commission Agreement. Pardee
21 has not breached the Commission Agreement in such a way as to deny Plaintiffs any
22 future commissions, and Pardee has paid all commissions due and owing under the
23 Commission Agreement.

24 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT JUDGMENT IS**
25 **ENTERED** in favor of Plaintiffs and against Pardee on Plaintiffs' causes of action for
26 breach of contract and breach of the implied covenant of good faith and fair dealing.
27 Plaintiffs are entitled to damages from Pardee in an amount totaling \$141,500.00, of
28 which \$6,000 are consequential damages from Pardee's breach of the Commission

McDONALD-CARANO-WILSON^{LLP}
100 WEST LIBERTY STREET, 10TH FLOOR • RENO, NEVADA 89501
P.O. BOX 2670 • RENO, NEVADA 89505-2670
PHONE 775-788-2000 • FAX 775-788-2020

1 Agreement and the remaining \$135,500.00 are special damages in the form of
2 attorney's fees and costs.

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

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

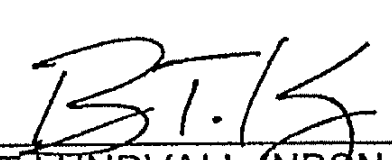
11 This Judgment may be amended upon entry of any further awards of interest,
12 costs and/or attorney's fees.

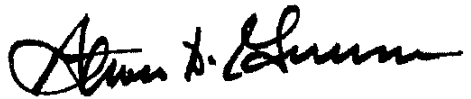
13 DATED this 3rd day of June, 2015.

14
15 
16 DISTRICT COURT JUDGE

17 Submitted by:

18 McDONALD CARANO WILSON LLP

19
20 
21 PAT LUNDVALL (NSB #3761)
22 RORY T. KAY (NSB #12416)
23 2300 West Sahara Avenue, Suite 1200
24 Las Vegas, Nevada 89102
25 Attorneys for Pardee Homes of Nevada
26
27
28



CLERK OF THE COURT

1 **NJUD**
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
10 rkay@mcdonaldcarano.com
11 *Attorneys for Defendant*
12 *Pardee Homes of Nevada*

DISTRICT COURT
CLARK COUNTY, NEVADA

13 JAMES WOLFRAM,
14 WALT WILKES

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 PLEASE TAKE NOTICE that a **JUDGMENT** was entered in the above-
20 referenced case on the 3rd day of June, 2015, a copy of which is attached hereto.

21 DATED this 15th day of June, 2015.

22 McDONALD CARANO WILSON LLP

23 /s/ Pat Lundvall
24 PAT LUNDVALL (#3761)
25 RORY T. KAY (#12416)
26 2300 West Sahara Avenue, Suite 1200
27 Las Vegas, Nevada 89102
28 *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 89505-2670
PHONE 775-788-2000 • FAX 775-788-2020

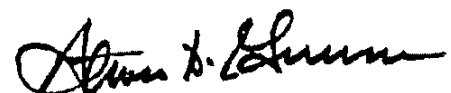
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of McDonald Carano Wilson LLP and that on this 15th day of June, 2015, I served a true and correct copy of the **NOTICE OF ENTRY JUDGMENT** 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/ Sally Wexler
An Employee of McDonald Carano Wilson LLP

336337.1


CLERK OF THE COURT

JUDG
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
rkay@mcdonaldcarano.com
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

JUDGMENT

AND RELATED CLAIMS

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

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

1 After reviewing the parties' supplemental briefing, the Court then entered an
2 order on April 20, 2015 reflecting its decision on the supplemental briefing (the
3 "Accounting Order") The Notice of Entry of the Accounting Order was filed on May 13,
4 2015.

5 In accordance with the Findings of Fact and Conclusions of Law entered on June
6 25, 2014 and the Accounting Order entered on May 13, 2015, the Court finds the
7 following:

8 Plaintiffs claimed \$1,952,000 in total damages related to their causes of action.
9 Specifically, Plaintiffs claimed \$1,800,000 in damages related to lost future
10 commissions from Pardee's purported breach of the Commission Agreement, \$146,500
11 in attorney's fees incurred as special damages in prosecuting the action, and \$6,000 in
12 consequential damages for time and effort expended searching for information
13 regarding what Pardee purportedly owed them under the Commission Agreement.

14 Having considered the entire record, including testimony of witnesses, the
15 documentary evidence, stipulations of counsel, the papers submitted by the respective
16 parties, and the arguments of counsel at trial in this matter, the Court enters judgment
17 as follows:

18 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT JUDGMENT IS**
19 **ENTERED** against Plaintiffs and for Pardee as to Plaintiffs' claim for \$1,800,000 in
20 damages related to lost future commissions under the Commission Agreement. Pardee
21 has not breached the Commission Agreement in such a way as to deny Plaintiffs any
22 future commissions, and Pardee has paid all commissions due and owing under the
23 Commission Agreement.

24 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT JUDGMENT IS**
25 **ENTERED** in favor of Plaintiffs and against Pardee on Plaintiffs' causes of action for
26 breach of contract and breach of the implied covenant of good faith and fair dealing.
27 Plaintiffs are entitled to damages from Pardee in an amount totaling \$141,500.00, of
28 which \$6,000 are consequential damages from Pardee's breach of the Commission

McDONALD-CARANO-WILSON³
100 WEST LIBERTY STREET, 10TH FLOOR • RENO, NEVADA 89501
P.O. BOX 2670 • RENO, NEVADA 89505-2670
PHONE 775-788-2000 • FAX 775-788-2020

1 Agreement and the remaining \$135,500.00 are special damages in the form of
2 attorney's fees and costs.

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

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

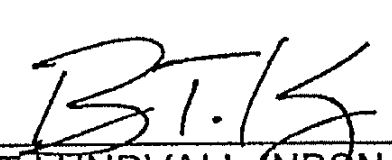
11 This Judgment may be amended upon entry of any further awards of interest,
12 costs and/or attorney's fees.

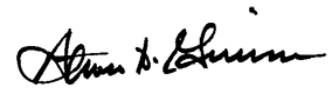
13 DATED this 3rd day of June, 2015.

14
15 
16 DISTRICT COURT JUDGE

17 Submitted by:

18 McDONALD CARANO WILSON LLP

19
20 
21 PAT LUNDVALL (NSB #3761)
22 RORY T. KAY (NSB #12416)
23 2300 West Sahara Avenue, Suite 1200
24 Las Vegas, Nevada 89102
25 Attorneys for Pardee Homes of Nevada
26
27
28



CLERK OF THE COURT

1 **MEMO**

2 JAMES J. JIMMERSON, ESQ.
3 Nevada Bar No.: 00264
4 LYNN M. HANSEN, ESQ.
5 Nevada Bar No.: 00244
6 JIMMERSON HANSEN, P.C.
7 415 South 6th Street, Suite 100
8 Las Vegas, Nevada 89101
9 Tel No.: (702) 388-7171;
10 Fax No.: (702) 388-6406
11 jjj@jimmersonhansen.com
12 lmh@jimmersonhansen.com
13 Attorneys for Plaintiffs

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 *****

11 JAMES WOLFRAM and
12 ESTATE OF WALT WILKES,

13 Plaintiffs,

14 vs.

15 PARDEE HOMES OF NEVADA,

16 Defendant

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

17 **PLAINTIFFS, JAMES WOLFRAM and WALT WILKES'**
18 **MEMORANDUM OF COSTS AND DISBURSEMENTS**

19 COME NOW, Plaintiffs, JAMES WOLFRAM and WALK WILKES ("Plaintiffs"), by and
20 through his counsel of record, James J. Jimmerson, Esq. and Lynn M. Hansen, Esq., of
21 JIMMERSON HANSEN, P.C., and submits this Memorandum of Costs and Disbursements,
22 pursuant to NRS 18.110. This Memorandum seeks an award of costs reasonably and
23 necessarily incurred in pursuit of that certain Judgment entered June 15, 2015 for claims in
24 which Plaintiffs were the prevailing party. As outlined in the Verification attached hereto,
25 Plaintiffs reasonably and necessarily incurred the following costs in this action, through May
26 20, 2015:

27 ///

28 ///

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

Transcripts	\$	19,308.74
Photocopies and Printing	\$	18,603.44
Legal Research	\$	5,159.96
UPS	\$	140.41
Filing Fees	\$	487.03
Travel and meals	\$	916.13
Certified Copies	\$	1,765.35
Recording Fee	\$	153.00
Fax Transaction Charges	\$	4.50
Hand Delivery	\$	55.00
Witness Fees	\$	434.00
Documents Requested (Clark County Recorder)	\$	107.33
Service of Process	\$	4,817.14
Subpoena Costs		\$ 520.00
TOTAL:	\$	52,472.03
Courtesy Discount on Costs	\$	-1,575.00
	\$	50,897.03

CONCLUSION

Plaintiffs respectfully requests the Court to enter the following Orders:

1. Awarding Plaintiff reasonable and necessary costs in the amount of **\$50,897.03**, pursuant to NRS 18.110 and NRS 18.020(3);
2. For such other and further relief as this Court deems just and proper.

DATED this 17 day of January, 2015.

Respectfully submitted by:

JIMMERSON HANSEN, P.C.

By: 

JAMES J. JIMMERSON, ESQ.

Nevada Bar No. 000264

415 South Sixth Street, Suite 100

Las Vegas, Nevada 89101

Attorneys for Plaintiffs,

JAMES WOLFRAM and WALT WILKES

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

VERIFICATION

STATE OF NEVADA }
COUNTY OF CLARK } ss:

JAMES J. JIMMERSON, ESQ., being first duly sworn, deposes and says:

That he is the counsel for the Plaintiff in the above-entitled action; that he has read the foregoing MEMORANDUM OF COSTS AND DISBURSEMENTS and knows the contents thereof; that the same are true of his own knowledge, that he believes those charges to be true and correct, and to be reasonably and necessarily incurred in this action or proceeding.


JAMES J. JIMMERSON, ESQ.

Subscribed and sworn to before me
this 19th day of June, 2015



NOTARY PUBLIC

Summary Cost Transaction File List

JIMMERSON HANSEN, P.C.

		<u>Amount</u>	
Total for Tcode 11	Billable	<u>16,750.24</u>	Deposition transcript of <i>TR</i>
Total for Tcode 18	Billable	<u>1,485.38</u>	Service fee for <i>Service</i>
Total for Tcode 22	Billable	<u>16,284.39</u>	Photocopies <i>Copy</i>
Total for Tcode 28	Billable	<u>140.41</u>	UNITED PARCEL SERVICE delivery ✓
Total for Tcode 41	Billable	<u>791.80</u>	Miscellaneous expenses ie., meals <i>TRAVEL</i>
Total for Tcode 49	Billable	<u>1,497.99</u>	Professional services of <i>COPY/SERVICE</i>
Total for Tcode 58	Billable	<u>124.33</u>	Travel expenses <i>TRAVEL</i>
Total for Tcode 59	Billable	<u>1,765.35</u>	Certified copies ✓
Total for Tcode 60	Billable	<u>30.53</u>	Filing <i>FILE</i>
Total for Tcode 61	Billable	<u>2,135.56</u>	Process Service <i>SERVICE</i>
Total for Tcode 62	Billable	<u>55.00</u>	Hand Delivery ✓
Total for Tcode 64	Billable	<u>4.50</u>	FAX Transaction Charges ✓
Total for Tcode 65	Billable	<u>523.89</u>	Copy charges <i>COPY</i>
Total for Tcode 68	Billable	<u>153.00</u>	Recording fee to CLARK COUNTY RECORDER for ✓
Total for Tcode 71	Billable	<u>434.00</u>	Witness fee ✓
Total for Tcode 76	Billable	<u>111.50</u>	Filing fees for <i>FILE</i>
Total for Tcode 86	Billable	<u>107.33</u>	Requested documents ✓

Summary Cost Transaction File List
JIMMERSON HANSEN, P.C.

		<u>Amount</u>	
Total for Tcode 88	Billable	<u>473.37</u>	Duplicate <i>copy</i>
Total for Tcode 103	Billable	<u>-1,575.00</u>	Write off costs ✓
Total for Tcode 108	Billable	<u>5,157.76</u>	Westlaw legal research charges, Usage Period: <i>RESEARCH</i>
Total for Tcode 121	Billable	<u>345.00</u>	Electronic Filing <i>FILE</i>
Total for Tcode 122	Billable	<u>1,020.00</u>	Copy Charges <i>copy</i>
Total for Tcode 127	Billable	<u>2,558.50</u>	Transcript <i>TR</i>
Total for Tcode 134	Billable	<u>2.20</u>	Legal document research at Federal Court serviced by <i>RESEARCH</i>
Total for Tcode 146	Billable	<u>520.00</u>	Subpoena Cost ✓
GRAND TOTALS			
	Billable	<u>50,897.03</u>	

Detail Cost Transaction File List JIMMERSON HANSEN, P.C.

Tcode	Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Amount		Ref #
11	Deposition transcript of								
4886.01		03/11/2013	1	A	11		287.00	Deposition transcript of Proceedings March 5, 2013 - Jennifer Church Court Reporter WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		05/03/2013	1	A	11		207.50	Copy of Transcript of Proceedings 4/26.13 - Jennifer Church, Court Reporter WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		06/04/2013	1	A	11		578.10	Deposition transcript of Video Depo Prep of Wolfram - Litigation Services WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		06/21/2013	1	A	11		269.00	Deposition transcript of James Wolfram - Litigation Services WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		07/18/2013	1	A	11		43.75	Transcript regarding July 9, 2013 hearing - Jennifer Church WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		08/12/2013	1	A	11		30.00	Jennifer Church Court Reporter - hearing 7/23/13 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		09/24/2013	1	A	11		219.70	Transcript of hearing 9/23/13 - Loree Murary (Court Reporter) WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		09/26/2013	1	A	11		35.80	Transcript of hearing 9/23/13 balance due - Loree Murray WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		09/26/2013	1	A	11		139.25	Exhibit copies - McDonald Carano & Wilson WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		10/01/2013	1	A	11		1,185.00	Deposition transcript of Whittemore #167740, Wilkes #147615, Wolfram #145442, Lash #166137, Wolfram #182441 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		10/15/2013	1	A	11		652.50	Deposition transcript of hearing - McDonald Carano Wilson WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		10/15/2013	1	A	11		913.75	Deposition transcript of Chars Curtis and James Stringer, Jr. - Litigation Services WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		10/24/2013	1	A	11		252.90	Transcript of Opening Statement of Patricia Lundvall 10/22/13 - Jennifer Church Court reporter WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		10/25/2013	1	A	11		1,433.10	transcript for trial transcript of Medical Records. Whittemore.- Loree Murray WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		10/29/2013	1	A	11		1,755.00	Hearing transcript of Jon Lash - Jennifer Church WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		10/30/2013	1	A	11		588.00	Trial Transcript of Whittemore (balance due) - Loree Murray WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		11/01/2013	1	A	11		121.00	Reimbursement James M. Jimmerson, Esq. - Clark County Comprehensive Planning Zoning Administration Division WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		11/20/2013	1	A	11		107.00	Deposition transcript of 10/23/13 opening statements WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		11/22/2013	1	A	11		414.15	Transcript Trial - Loree Murray WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		12/04/2013	1	A	11		550.00	Transcript - McDonald Carano Wilson WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		12/10/2013	1	A	11		2,057.74	Transcripts hearing 12/9 & 12/10/13 - Loree Murray WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		12/11/2013	1	A	11		2,340.00	Transcript for 12/10/13 hearing - Angela Campagna WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		12/19/2013	1	A	11		2,236.50	Trial transcript for the afternoon of 12/13/13-it will be volume II WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		04/11/2014	1	A	11		4.50	copy - civil fee sch - ASK WILKES/ WOLFRAM	ARCH

Detail Cost Transaction File List JIMMERSON HANSEN, P.C.

Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Amount	Ref #
Tcode 11 Deposition transcript of							
4886.01	07/17/2014	1	A	11		VS. PARDEE HOMES OF NEVADA Filing fees	ARCH
4886.01	07/18/2014	1	A	11		WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA CC Recorder - Recording fee	ARCH
4886.01	07/20/2014	1	A	11		WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA Refund from Lincoln County Recorder	ARCH
4886.01	08/04/2014	1	A	11		WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA Fee for reporting proceedings held on 7.31.14	ARCH
Total for Tcode 11							
					Billable	16,750.24	Deposition transcript of
Tcode 18 Service fee for							
4886.01	12/29/2010	1	A	18		270.00 Court Fee	ARCH
4886.01	12/29/2010	1	A	18		WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA Card Fee	ARCH
4886.01	02/21/2011	1	A	18		8.10 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA Service fee for Amended Summons and Amended Complaint served upon National Registered Agents, Inc. of Nevada by CORPORATE INTELLIGENCE INTERNATIONAL, Invoice 122826	ARCH
4886.01	12/12/2011	1	A	18		80.00 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA Service fee for Reno Carson Messenger Service Invoice 329878	ARCH
4886.01	12/27/2011	1	A	18		120.00 11/14/11 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA Service fee for Reno Carson Messenger invoice 331658	ARCH
4886.01	08/28/2012	1	A	18		84.00 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA Service fee from Quivx Invoice # 81192	ARCH
Total for Tcode 18							
					Billable	1,485.38	Service fee for
Tcode 22 Photocopies							
4886.01	11/16/2011	1	A	22		43.88 Photocopies oversize plans X 1 Quivx invoice 78270	ARCH
4886.01	01/19/2012	1	A	22	0.100	WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF SECOND SUPP, 7 PP @ \$0.10 PER PAGE.	ARCH
4886.01	01/26/2012	1	A	22	0.100	WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF DISCOVERY REQUEST FROM DEFT, 1 PP @ \$0.10 PER PAGE.	ARCH
4886.01	01/26/2012	1	A	22	0.100	WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF DISCOVERY REQUEST FROM PLT TO JAMES WOLFRAM, 9 PP @ \$0.10 PER PAGE.	ARCH
4886.01	01/26/2012	1	A	22	0.100	WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF DISCOVERY REQUEST FROM DEFT, 9 PP @ \$0.10 PER PAGE.	ARCH
4886.01	01/27/2012	1	A	22	0.100	WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF STEWART TITLE DOCS, 9 PP @ \$0.10 PER PAGE.	ARCH
4886.01	01/31/2012	1	A	22	0.100	WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF LETTER TO FIDELITY, 1 PP @ \$0.10 PER PAGE.	ARCH
4886.01	02/03/2012	1	A	22		3,693.91 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA Electronic Bates Numbering, three sets in three hole binders Quivx invoice 79114	ARCH
4886.01	03/30/2012	1	A	22	0.100	WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF DISCOVERY RESPONSES, 11 PP @ \$0.10 PER PAGE.	ARCH
4886.01	03/30/2012	1	A	22	0.100	WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF DISCOVERY RESPONSES, 40 PP @ \$0.10 PER PAGE.	ARCH
4886.01	07/18/2012	1	A	22	0.100	WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF RECORDS, 416 PP @ \$0.10 PER PAGE.	ARCH

Detail Cost Transaction File List JIMMERSON HANSEN, P.C.

Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Amount	Ref #
Tcode 22 Photocopies							
4886.01	07/18/2012	1	A	22	0.100	78.40	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF RECORDS, 784 PP @ \$0.10 PER PAGE.	
4886.01	08/17/2012	1	A	22	0.100	0.30	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF COYOTE SPRINGS, 3 PP @ \$0.10 PER PAGE.	
4886.01	08/23/2012	1	A	22	0.100	0.30	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF SAO EXTEND DISC, 3 PP @ \$0.10 PER PAGE.	
4886.01	08/24/2012	1	A	22	0.100	2.00	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF DISCOVERY, 20 PP @ \$0.10 PER PAGE.	
4886.01	08/27/2012	1	A	22	0.100	1.00	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF DOCS FROM COYOTE SPRINGS, 10 PP @ \$0.10 PER PAGE.	
4886.01	09/04/2012	1	A	22	0.100	0.60	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF MOTION PREF TRL STG, 6 PP @ \$0.10 PER PAGE.	
4886.01	09/04/2012	1	A	22	0.100	0.20	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF NOTICE HRG MOTION, 2 PP @ \$0.10 PER PAGE.	
4886.01	09/10/2012	1	A	22	0.100	1.00	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF COPY OF COYOTE SPRINGS INVESTMENT LLC'S PRIVILEGE LOG, 10 PP @ \$0.10 PER PAGE.	
4886.01	09/10/2012	1	A	22	0.100	0.40	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF COPY OF STIP AND ORDER TO EXTEND DISCOVERY DEADLINES, 4 PP @ \$0.10 PER PAGE.	
4886.01	09/12/2012	1	A	22	0.100	1.50	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF LETTER, 15 PP @ \$0.10 PER PAGE.	
4886.01	09/19/2012	1	A	22	0.100	12.50	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF BINDERS, 125 PP @ \$0.10 PER PAGE.	
4886.01	09/19/2012	1	A	22	0.100	3.20	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF PRODUCTION OF DOCUMENTS, 32 PP @ \$0.10 PER PAGE.	
4886.01	09/19/2012	1	A	22	0.100	5.20	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF BINDERS, 52 PP @ \$0.10 PER PAGE.	
4886.01	09/19/2012	1	A	22	0.100	7.50	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF BINDER, 75 PP @ \$0.10 PER PAGE.	
4886.01	09/20/2012	1	A	22	0.100	16.10	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF DOCS, 161 PP @ \$0.10 PER PAGE.	
4886.01	09/20/2012	1	A	22	0.100	0.90	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF DOCS, 9 PP @ \$0.10 PER PAGE.	
4886.01	09/20/2012	1	A	22	0.100	0.90	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF DOCS, 9 PP @ \$0.10 PER PAGE.	
4886.01	09/21/2012	1	A	22	0.100	0.20	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF BATE STAMP, 2 PP @ \$0.10 PER PAGE.	
4886.01	09/21/2012	1	A	22	0.100	70.30	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF BATE STAMP, 703 PP @ \$0.10 PER PAGE.	
4886.01	09/21/2012	1	A	22	0.100	0.10	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF BATE STAMP, 1 PP @ \$0.10 PER PAGE.	
4886.01	09/21/2012	1	A	22	0.100	41.00	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF DEPOSITION PREP DOCS, 410 PP @ \$0.10 PER PAGE.	
4886.01	09/21/2012	1	A	22	0.100	5.00	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF BATE STAMPED COLOR COPIES, 50 PP @ \$0.10 PER PAGE.	
4886.01	09/21/2012	1	A	22	0.100	101.40	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF BATE STAMPED BINDERS, 1014 PP @ \$0.10 PER PAGE.	
4886.01	09/21/2012	1	A	22	0.100	15.50	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF BATE STAMPED COLOR COPIES, 155 PP @ \$0.10	

Detail Cost Transaction File List JIMMERSON HANSEN, P.C.

Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Amount	Ref #
Tcode 22 Photocopies							
4886.01	09/21/2012	1	A	22	0.100	1.50	ARCH
						PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF BATE STAMPED COLOR COPIES, 15 PP @ \$0.10	
4886.01	09/21/2012	1	A	22	0.100	88.50	ARCH
						PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF BATE STAMPED COLOR COPIES, 885 PP @ \$0.10	
4886.01	09/21/2012	1	A	22	0.100	14.80	ARCH
						PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF EXHIBIT COPIES, 148 PP @ \$0.10	
4886.01	09/21/2012	1	A	22	0.100	30.80	ARCH
						PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF EXHIBIT COPIES, 308 PP @ \$0.10	
4886.01	09/21/2012	1	A	22	0.100	2.80	ARCH
						PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF EXHIBIT COPIES, 28 PP @ \$0.10	
4886.01	09/21/2012	1	A	22	0.100	154.40	ARCH
						PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF EXHIBIT COPIES, 1544 PP @ \$0.10	
4886.01	09/24/2012	1	A	22	0.100	32.00	ARCH
						PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF EXHIBITS, 320 PP @ \$0.10	
4886.01	09/24/2012	1	A	22	0.100	24.00	ARCH
						PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF EXHIBITS, 240 PP @ \$0.10	
4886.01	09/24/2012	1	A	22	0.100	109.60	ARCH
						PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF EXHIBITS, 1096 PP @ \$0.10	
4886.01	09/24/2012	1	A	22	0.100	30.40	ARCH
						PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF EXHIBITS, 304 PP @ \$0.10	
4886.01	09/24/2012	1	A	22	0.100	5.60	ARCH
						PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF EXHIBITS, 56 PP @ \$0.10	
4886.01	09/24/2012	1	A	22	0.100	2.90	ARCH
						PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF EXHIBITS, 29 PP @ \$0.10	
4886.01	09/24/2012	1	A	22	0.100	0.90	ARCH
						PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF MAP, 9 PP @ \$0.10	
4886.01	09/25/2012	1	A	22	0.100	0.40	ARCH
						PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF MAP, 4 PP @ \$0.10	
4886.01	09/25/2012	1	A	22	0.100	19.20	ARCH
						PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF MAP, 192 PP @ \$0.10	
4886.01	09/25/2012	1	A	22	0.100	0.30	ARCH
						PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF DOCS, 3 PP @ \$0.10	
4886.01	09/25/2012	1	A	22	0.100	2.20	ARCH
						PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF MAPS, 22 PP @ \$0.10	
4886.01	09/26/2012	1	A	22	0.100	5.90	ARCH
						PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF DOCS, 59 PP @ \$0.10	
4886.01	09/26/2012	1	A	22	0.100	1.10	ARCH
						PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF EXHIBIT 12, 11 PP @ \$0.10	
4886.01	10/05/2012	1	A	22	0.100	0.70	ARCH
						PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF SUB, 7 PP @ \$0.10	
4886.01	10/05/2012	1	A	22	0.100	0.40	ARCH
						PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF NOD, 4 PP @ \$0.10	
4886.01	10/08/2012	1	A	22	0.100	1.80	ARCH
						PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF DEPO, 18 PP @ \$0.10	
4886.01	10/11/2012	1	A	22	0.100	1.00	ARCH
						PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF DEPO, 10 PP @ \$0.10	
4886.01	10/12/2012	1	A	22	0.100	3.20	ARCH
						PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF DEPO, 32 PP @ \$0.10	
4886.01	10/15/2012	1	A	22	0.100	0.30	ARCH
						PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF NOTICE OF DEPO, 3 PP @ \$0.10	

Detail Cost Transaction File List
JIMMERSON HANSEN, P.C.

<u>Tcode</u>	<u>Client</u>	<u>Trans Date</u>	<u>Tmkr</u>	<u>H P</u>	<u>Tcode/ Task Code</u>	<u>Rate</u>	<u>Amount</u>	<u>Ref #</u>
Tcode 22 Photocopies								
4886.01		10/16/2012	1	A	22	0.100	99.90 VS. PARDEE HOMES OF NEVADA COPIES OF BATE STAMPING, 999 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/16/2012	1	A	22	0.100	141.50 VS. PARDEE HOMES OF NEVADA COPIES OF BATE STAMPING, 1415 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/17/2012	1	A	22	0.100	60.80 VS. PARDEE HOMES OF NEVADA COPIES OF DEPO OF JON LASH, 608 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/17/2012	1	A	22	0.100	86.00 VS. PARDEE HOMES OF NEVADA COPIES OF DEPO BINDER FOR JOHN LASH, 860 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/17/2012	1	A	22	0.100	42.40 VS. PARDEE HOMES OF NEVADA COPIES OF BATE STAMPING, 424 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/17/2012	1	A	22	0.100	124.70 VS. PARDEE HOMES OF NEVADA COPIES OF BATE STAMPING, 1247 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/17/2012	1	A	22	0.100	119.60 VS. PARDEE HOMES OF NEVADA COPIES OF DEPO BINDER FOR JON LASH, 1196 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/17/2012	1	A	22	0.100	130.10 VS. PARDEE HOMES OF NEVADA COPIES OF BATE STAMPING, 1301 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/17/2012	1	A	22	0.100	1.00 VS. PARDEE HOMES OF NEVADA COPIES OF DEPO PREP, 10 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/18/2012	1	A	22	0.100	0.30 VS. PARDEE HOMES OF NEVADA COPIES OF NOTICE OF DEPO LINDA JONES, 3 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/18/2012	1	A	22	0.100	74.00 VS. PARDEE HOMES OF NEVADA COPIES OF BATE STAMPING, 740 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/18/2012	1	A	22	0.100	0.30 VS. PARDEE HOMES OF NEVADA COPIES OF MAPS, 3 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/18/2012	1	A	22	0.100	0.10 VS. PARDEE HOMES OF NEVADA COPIES OF MAPS, 1 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/18/2012	1	A	22	0.100	81.50 VS. PARDEE HOMES OF NEVADA COPIES OF BATE STAMPING, 815 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/18/2012	1	A	22	0.100	86.30 VS. PARDEE HOMES OF NEVADA COPIES OF BATE STAMPING, 863 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/18/2012	1	A	22	0.100	64.20 VS. PARDEE HOMES OF NEVADA COPIES OF BATE STAMPING, 642 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/18/2012	1	A	22	0.100	35.00 VS. PARDEE HOMES OF NEVADA COPIES OF BATE STAMPING, 350 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/18/2012	1	A	22	0.100	41.00 VS. PARDEE HOMES OF NEVADA COPIES OF BATE STAMPING, 410 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/18/2012	1	A	22	0.100	44.50 VS. PARDEE HOMES OF NEVADA COPIES OF BATE STAMPING, 445 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/24/2012	1	A	22	0.100	25.00 VS. PARDEE HOMES OF NEVADA COPIES OF DEPO PREP, 250 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/25/2012	1	A	22	0.100	0.80 VS. PARDEE HOMES OF NEVADA COPIES OF ROC, 8 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/25/2012	1	A	22	0.100	0.30 VS. PARDEE HOMES OF NEVADA COPIES OF DEPO PREP, 3 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/26/2012	1	A	22	0.100	0.30 VS. PARDEE HOMES OF NEVADA COPIES OF BATE STAMPING, 3 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/26/2012	1	A	22	0.100	0.30 VS. PARDEE HOMES OF NEVADA COPIES OF BATE STAMPING, 3 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/26/2012	1	A	22	0.100	3.20 VS. PARDEE HOMES OF NEVADA COPIES OF FIFTH SUPPLEMENTAL, 32 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
							VS. PARDEE HOMES OF NEVADA	

Detail Cost Transaction File List JIMMERSON HANSEN, P.C.

Tcode	Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Amount		Ref #
Tcode 22 Photocopies									
4886.01		10/29/2012	1	A	22	0.100	0.60	COPIES OF BATE STAMPING, 6 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/29/2012	1	A	22	0.100	2.40	VS. PARDEE HOMES OF NEVADA COPIES OF DEPO PREP, 24 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/29/2012	1	A	22	0.100	1.20	VS. PARDEE HOMES OF NEVADA COPIES OF DEPO PREP, 12 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/29/2012	1	A	22	0.100	20.20	VS. PARDEE HOMES OF NEVADA COPIES OF DEPO PREP, 202 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/31/2012	1	A	22	0.100	21.60	VS. PARDEE HOMES OF NEVADA COPIES OF EXHIBITS TO MSJ, 216 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/07/2012	1	A	22	0.100	0.20	VS. PARDEE HOMES OF NEVADA COPIES OF MSJ, 2 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/08/2012	1	A	22	0.100	1.70	VS. PARDEE HOMES OF NEVADA COPIES OF MAPS, 17 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/08/2012	1	A	22	0.100	0.80	VS. PARDEE HOMES OF NEVADA COPIES OF MAP, 8 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/08/2012	1	A	22	0.100	24.80	VS. PARDEE HOMES OF NEVADA COPIES OF MSJ, 248 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/08/2012	1	A	22	0.100	0.40	VS. PARDEE HOMES OF NEVADA COPIES OF MSJ, 4 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/08/2012	1	A	22	0.100	74.70	VS. PARDEE HOMES OF NEVADA COPIES OF EXHIBITS FOR PLEADING, 747 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/08/2012	1	A	22	0.100	2.10	VS. PARDEE HOMES OF NEVADA COPIES OF EXHIBITS FOR PLEADING, 21 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/08/2012	1	A	22	0.100	114.00	VS. PARDEE HOMES OF NEVADA COPIES OF MSJ, 1140 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/08/2012	1	A	22	0.100	26.40	VS. PARDEE HOMES OF NEVADA COPIES OF EXHIBITS TO PLEADING, 264 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/08/2012	1	A	22	0.100	5.40	VS. PARDEE HOMES OF NEVADA COPIES OF EXHIBITS 8, 54 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/08/2012	1	A	22	0.100	2.70	VS. PARDEE HOMES OF NEVADA COPIES OF MSJ, 27 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/08/2012	1	A	22	0.100	0.30	VS. PARDEE HOMES OF NEVADA COPIES OF EXHIBITS, 3 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/08/2012	1	A	22	0.100	8.20	VS. PARDEE HOMES OF NEVADA COPIES OF MSJ, 82 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/09/2012	1	A	22	0.100	0.60	VS. PARDEE HOMES OF NEVADA COPIES OF EXHIBITS 8, 6 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/09/2012	1	A	22	0.100	2.40	VS. PARDEE HOMES OF NEVADA COPIES OF MSJ, 24 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/09/2012	1	A	22	0.100	1.80	VS. PARDEE HOMES OF NEVADA COPIES OF MSJ, 18 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/13/2012	1	A	22	0.100	1.00	VS. PARDEE HOMES OF NEVADA COPIES OF MSJ, 10 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/13/2012	1	A	22	0.100	31.70	VS. PARDEE HOMES OF NEVADA COPIES OF MSJ, 317 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/13/2012	1	A	22	0.100	0.20	VS. PARDEE HOMES OF NEVADA COPIES OF MSJ, 2 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/13/2012	1	A	22	0.100	6.90	VS. PARDEE HOMES OF NEVADA COPIES OF MAPS, 69 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/13/2012	1	A	22	0.100	0.80	VS. PARDEE HOMES OF NEVADA COPIES OF MAPS, 8 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH

Detail Cost Transaction File List
JIMMERSON HANSEN, P.C.

<u>Tcode</u>	<u>Client</u>	<u>Trans Date</u>	<u>Tmkr</u>	<u>H P</u>	<u>Tcode/ Task Code</u>	<u>Rate</u>	<u>Amount</u>	<u>Ref #</u>
Tcode 22 Photocopies								
4886.01		11/13/2012	1	A	22	0.100	VS. PARDEE HOMES OF NEVADA 0.40 COPIES OF MSJ, 4 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/13/2012	1	A	22	0.100	VS. PARDEE HOMES OF NEVADA 1.50 COPIES OF MAPS, 15 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/13/2012	1	A	22	0.100	VS. PARDEE HOMES OF NEVADA 6.40 COPIES OF MAPS, 64 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/14/2012	1	A	22	0.100	VS. PARDEE HOMES OF NEVADA 1.50 COPIES OF MSJ, 15 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/14/2012	1	A	22	0.100	VS. PARDEE HOMES OF NEVADA 0.40 COPIES OF MSJ, 4 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/14/2012	1	A	22	0.100	VS. PARDEE HOMES OF NEVADA 0.40 COPIES OF APPENDIX OF EXHIBITS, 4 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/14/2012	1	A	22	0.100	VS. PARDEE HOMES OF NEVADA 0.80 COPIES OF MSJ, 8 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/15/2012	1	A	22	0.100	VS. PARDEE HOMES OF NEVADA 0.40 COPIES OF APPENDIX, 4 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/15/2012	1	A	22	0.100	VS. PARDEE HOMES OF NEVADA 0.80 COPIES OF MSJ, 8 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/15/2012	1	A	22	0.100	VS. PARDEE HOMES OF NEVADA 0.10 COPIES OF MSJ, 1 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/16/2012	1	A	22	0.100	VS. PARDEE HOMES OF NEVADA 0.40 COPIES OF MSJ, 4 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/16/2012	1	A	22	0.100	VS. PARDEE HOMES OF NEVADA 0.10 COPIES OF MSJ, 1 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		11/29/2012	1	A	22	0.100	VS. PARDEE HOMES OF NEVADA 1.00 COPIES OF LETTER AND PROPOSED MOTION, 10 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		12/05/2012	1	A	22	0.100	VS. PARDEE HOMES OF NEVADA 0.70 COPIES OF HRG, 7 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		12/05/2012	1	A	22	0.100	VS. PARDEE HOMES OF NEVADA 2.40 COPIES OF EX PARTE REQUEST, 24 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		12/17/2012	1	A	22	0.100	VS. PARDEE HOMES OF NEVADA 0.10 COPIES OF AGMT, 1 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		12/18/2012	1	A	22	0.100	VS. PARDEE HOMES OF NEVADA 0.60 COPIES OF LTR, 6 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		01/18/2013	1	A	22	0.100	VS. PARDEE HOMES OF NEVADA 17.90 COPIES OF OPTION AGREEMENTS, 179 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		01/18/2013	1	A	22	0.100	VS. PARDEE HOMES OF NEVADA 6.70 COPIES OF OPTION AGREEMENTS, 67 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		01/18/2013	1	A	22	0.100	VS. PARDEE HOMES OF NEVADA 14.10 COPIES OF AMENDED AND RESTATED OPTION AGREEMENT, 141 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		01/18/2013	1	A	22	0.100	VS. PARDEE HOMES OF NEVADA 0.30 COPIES OF AMENDMENT NO. 2, 3 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		01/18/2013	1	A	22	0.100	VS. PARDEE HOMES OF NEVADA 23.30 COPIES OF OPTION AGREEMENT, 233 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		01/23/2013	1	A	22	0.100	VS. PARDEE HOMES OF NEVADA 321.30 COPIES OF HEARING, 3213 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		01/24/2013	1	A	22	0.100	VS. PARDEE HOMES OF NEVADA 6.90 COPIES OF HEARING, 69 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		01/25/2013	1	A	22	0.100	VS. PARDEE HOMES OF NEVADA 0.90 COPIES OF HEARING, 9 PP @ \$0.10 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		01/25/2013	1	A	22	0.100	VS. PARDEE HOMES OF NEVADA 1.20 COPIES OF HEARING, 12 PP @ \$0.10 PER PAGE.	ARCH

Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Amount	Ref #
Tcode 22 Photocopies							
4886.01	01/27/2013	1	A	22	0.100	0.20	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF HEARING, 2 PP @ \$0.10 PER PAGE.	
4886.01	01/27/2013	1	A	22	0.100	0.10	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF HEARING, 1 PP @ \$0.10 PER PAGE.	
4886.01	01/27/2013	1	A	22	0.100	0.10	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF HEARING, 1 PP @ \$0.10 PER PAGE.	
4886.01	01/29/2013	1	A	22	0.100	0.40	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF NOTICE OF ENTRY OF ORDER, 4 PP @ \$0.10 PER PAGE.	
4886.01	02/01/2013	1	A	22	0.100	1.00	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF MSJ, 10 PP @ \$0.10 PER PAGE.	
4886.01	02/04/2013	1	A	22	0.100	67.80	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF MOTION BINDER, 678 PP @ \$0.10 PER PAGE.	
4886.01	02/04/2013	1	A	22	0.100	85.30	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF MOTION BINDER, 853 PP @ \$0.10 PER PAGE.	
4886.01	02/04/2013	1	A	22	0.100	52.30	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF MOTION BINDER, 523 PP @ \$0.10 PER PAGE.	
4886.01	02/04/2013	1	A	22	0.100	56.90	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF MOTION BINDER, 569 PP @ \$0.10 PER PAGE.	
4886.01	02/27/2013	1	A	22	0.100	0.60	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF 7TH SUPP, 6 PP @ \$0.10 PER PAGE.	
4886.01	02/27/2013	1	A	22	0.100	0.10	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF 7TH SUPP, 1 PP @ \$0.10 PER PAGE.	
4886.01	02/27/2013	1	A	22	0.100	1.60	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF 7TH SUPPL, 16 PP @ \$0.10 PER PAGE.	
4886.01	02/28/2013	1	A	22	0.100	1.80	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF OPP, 18 PP @ \$0.10 PER PAGE.	
4886.01	02/28/2013	1	A	22	0.100	0.80	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF OPP, 8 PP @ \$0.10 PER PAGE.	
4886.01	03/15/2013	1	A	22	0.100	1.10	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF NOEJ, 11 PP @ \$0.10 PER PAGE.	
4886.01	03/19/2013	1	A	22	0.100	0.50	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF EXHIBITS, 5 PP @ \$0.10 PER PAGE.	
4886.01	03/20/2013	1	A	22	0.100	0.60	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF EXHIBITS, 6 PP @ \$0.10 PER PAGE.	
4886.01	03/20/2013	1	A	22	0.100	5.00	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF OPPOSITION MIL #1, 50 PP @ \$0.10 PER PAGE.	
4886.01	03/20/2013	1	A	22	0.100	1.90	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF BATES, 19 PP @ \$0.10 PER PAGE.	
4886.01	03/20/2013	1	A	22	0.100	0.20	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF OPP MIL 2, 2 PP @ \$0.10 PER PAGE.	
4886.01	03/20/2013	1	A	22	0.100	3.80	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF COPY MIL #3, 38 PP @ \$0.10 PER PAGE.	
4886.01	03/20/2013	1	A	22	0.100	0.60	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF EXHIBITS, 6 PP @ \$0.10 PER PAGE.	
4886.01	03/20/2013	1	A	22	0.100	5.00	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF OPPOSITION MIL #1, 50 PP @ \$0.10 PER PAGE.	
4886.01	03/20/2013	1	A	22	0.100	1.90	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF BATES, 19 PP @ \$0.10 PER PAGE.	
4886.01	03/20/2013	1	A	22	0.100	0.20	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF OPP MIL 2, 2 PP @ \$0.10 PER PAGE.	
4886.01	03/20/2013	1	A	22	0.100	3.80	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF COPY MIL #3, 38 PP @ \$0.10 PER PAGE.	

Detail Cost Transaction File List
JIMMERSON HANSEN, P.C.

<u>Tcode</u>	<u>Client</u>	<u>Trans Date</u>	<u>Tmkr</u>	<u>H P</u>	<u>Tcode/ Task Code</u>	<u>Rate</u>	<u>Amount</u>	<u>Ref #</u>
Tcode 22	Photocopies							
4886.01		03/21/2013	1	A	22	0.100	0.60	ARCH
					WILKES/ WOLFRAM			
					VS. PARDEE HOMES OF NEVADA			
					COPIES OF ORDER, 6 PP @ \$0.10 PER PAGE.			
4886.01		03/21/2013	1	A	22	0.100	1.50	ARCH
					WILKES/ WOLFRAM			
					VS. PARDEE HOMES OF NEVADA			
					COPIES OF WOLFRAM, 15 PP @ \$0.10 PER PAGE.			
4886.01		03/21/2013	1	A	22	0.100	0.60	ARCH
					WILKES/ WOLFRAM			
					VS. PARDEE HOMES OF NEVADA			
					COPIES OF ORDER, 6 PP @ \$0.10 PER PAGE.			
4886.01		03/21/2013	1	A	22	0.100	1.50	ARCH
					WILKES/ WOLFRAM			
					VS. PARDEE HOMES OF NEVADA			
					COPIES OF WOLFRAM, 15 PP @ \$0.10 PER PAGE.			
4886.01		03/22/2013	1	A	22	0.100	3.10	ARCH
					WILKES/ WOLFRAM			
					VS. PARDEE HOMES OF NEVADA			
					COPIES OF NOTICE OF HEARING, 31 PP @ \$0.10 PER PAGE.			
4886.01		03/22/2013	1	A	22	0.100	0.30	ARCH
					WILKES/ WOLFRAM			
					VS. PARDEE HOMES OF NEVADA			
					COPIES OF COPY JUDGE, 3 PP @ \$0.10 PER PAGE.			
4886.01		03/22/2013	1	A	22	0.100	3.10	ARCH
					WILKES/ WOLFRAM			
					VS. PARDEE HOMES OF NEVADA			
					COPIES OF NOTICE OF HEARING, 31 PP @ \$0.10 PER PAGE.			
4886.01		03/22/2013	1	A	22	0.100	0.30	ARCH
					WILKES/ WOLFRAM			
					VS. PARDEE HOMES OF NEVADA			
					COPIES OF COPY JUDGE, 3 PP @ \$0.10 PER PAGE.			
4886.01		03/28/2013	1	A	22	0.100	0.50	ARCH
					WILKES/ WOLFRAM			
					VS. PARDEE HOMES OF NEVADA			
					COPIES OF TRIAL REVIEW DOCS, 5 PP @ \$0.10 PER PAGE.			
4886.01		03/29/2013	1	A	22	0.100	14.90	ARCH
					WILKES/ WOLFRAM			
					VS. PARDEE HOMES OF NEVADA			
					COPIES OF BATES, 149 PP @ \$0.10 PER PAGE.			
4886.01		04/01/2013	1	A	22	0.100	0.10	ARCH
					WILKES/ WOLFRAM			
					VS. PARDEE HOMES OF NEVADA			
					COPIES OF LTR, 1 PP @ \$0.10 PER PAGE.			
4886.01		04/02/2013	1	A	22	0.200	0.20	ARCH
					WILKES/ WOLFRAM			
					VS. PARDEE HOMES OF NEVADA			
					COPIES OF DOCS, 1 PP @ \$0.20 PER PAGE.			
4886.01		04/08/2013	1	A	22	0.200	0.40	ARCH
					WILKES/ WOLFRAM			
					VS. PARDEE HOMES OF NEVADA			
					COPIES OF LTR, 2 PP @ \$0.20 PER PAGE.			
4886.01		04/09/2013	1	A	22	0.200	0.20	ARCH
					WILKES/ WOLFRAM			
					VS. PARDEE HOMES OF NEVADA			
					COPIES OF LETTER TO JUDGE, 1 PP @ \$0.20 PER PAGE.			
4886.01		04/10/2013	1	A	22	0.200	0.60	ARCH
					WILKES/ WOLFRAM			
					VS. PARDEE HOMES OF NEVADA			
					COPIES OF AMENDED NEOJ, 3 PP @ \$0.20 PER PAGE.			
4886.01		04/23/2013	1	A	22	0.200	4.80	ARCH
					WILKES/ WOLFRAM			
					VS. PARDEE HOMES OF NEVADA			
					COPIES OF REPLY, 24 PP @ \$0.20 PER PAGE.			
4886.01		04/29/2013	1	A	22	0.200	1.20	ARCH
					WILKES/ WOLFRAM			
					VS. PARDEE HOMES OF NEVADA			
					COPIES OF OFFER OF JUDGMENT, 6 PP @ \$0.20 PER PAGE.			
4886.01		05/06/2013	1	A	22	0.200	0.20	ARCH
					WILKES/ WOLFRAM			
					VS. PARDEE HOMES OF NEVADA			
					COPIES OF TRANSCRIPT REQ, 1 PP @ \$0.20 PER PAGE.			
4886.01		05/10/2013	1	A	22	0.200	2.40	ARCH
					WILKES/ WOLFRAM			
					VS. PARDEE HOMES OF NEVADA			
					COPIES OF ORDER, 12 PP @ \$0.20 PER PAGE.			
4886.01		05/10/2013	1	A	22	0.200	13.80	ARCH
					WILKES/ WOLFRAM			
					VS. PARDEE HOMES OF NEVADA			
					COPIES OF SUPP BRP, 69 PP @ \$0.20 PER PAGE.			
4886.01		05/13/2013	1	A	22	0.200	0.40	ARCH
					WILKES/ WOLFRAM			
					VS. PARDEE HOMES OF NEVADA			
					COPIES OF COPY, 2 PP @ \$0.20 PER PAGE.			
4886.01		05/20/2013	1	A	22	0.200	39.60	ARCH
					WILKES/ WOLFRAM			
					VS. PARDEE HOMES OF NEVADA			
					COPIES OF COPY 3, 198 PP @ \$0.20 PER PAGE.			
4886.01		05/20/2013	1	A	22	0.200	1.80	ARCH
					WILKES/ WOLFRAM			
					VS. PARDEE HOMES OF NEVADA			
					COPIES OF ORDER, 9 PP @ \$0.20 PER PAGE.			
4886.01		05/20/2013	1	A	22	0.200	0.20	ARCH
					WILKES/ WOLFRAM			
					VS. PARDEE HOMES OF NEVADA			
					COPIES OF COPY 3, 1 PP @ \$0.20 PER PAGE.			
4886.01		05/20/2013	1	A	22	0.200	7.20	ARCH
					WILKES/ WOLFRAM			
					VS. PARDEE HOMES OF NEVADA			
					COPIES OF COPY 3, 36 PP @ \$0.20 PER PAGE.			
4886.01		05/20/2013	1	A	22	0.200	0.60	ARCH
					WILKES/ WOLFRAM			
					VS. PARDEE HOMES OF NEVADA			
					COPIES OF COPY 3, 3 PP @ \$0.20 PER PAGE.			
					WILKES/ WOLFRAM			

Detail Cost Transaction File List JIMMERSON HANSEN, P.C.

Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Amount	Ref #
Tcode 22 Photocopies							
4886.01	05/21/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA COPIES OF COPY 3, 3 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	05/22/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA COPIES OF BATES, 20 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	05/22/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA COPIES OF COPIES, 9 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	05/22/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA COPIES OF SUPP, 7 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	05/24/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA COPIES OF COPY, 1 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	05/29/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA COPIES OF COPIES OF MAPS, 10 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	05/30/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA COPIES OF SUPPLEMENT, 12 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	06/03/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA COPIES OF 11TH SUPP, 31 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	06/03/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA COPIES OF 11TH SUPP, 10 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	06/03/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA COPIES OF REBATING, 10 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	06/03/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA COPIES OF 01, 17 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	06/05/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA COPIES OF NOTICE OF ENTRY OF ORDER, 5 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	06/06/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA COPIES OF AMENDED COMPLAINT, 8 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	06/25/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA COPIES OF MOTION OST, 44 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	06/25/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA COPIES OF COPY, 1 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	07/08/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA COPIES OF DOCUMENTS FOR COURT TOMORROW, 27 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	07/11/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA COPIES OF TRIAL, 2 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	07/15/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA COPIES OF REPLY, 17 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	07/18/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA COPIES OF RECEIPT, 2 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	07/18/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA COPIES OF MAPS, 77 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	07/18/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA COPIES OF MIL, 40 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	07/18/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA COPIES OF MIL, 8 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	07/18/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA COPIES OF MIL, 550 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	07/18/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA COPIES OF MOTION #1, 49 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	07/18/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA COPIES OF COPY MIL 2, 26 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	07/18/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA COPIES OF MOTION IN LIMINE #3, 43 PP @ \$0.20 PER PAGE.	ARCH

Detail Cost Transaction File List JIMMERSON HANSEN, P.C.

Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Amount	Ref #
Tcode 22 Photocopies							
4886.01	07/18/2013	1	A	22	0.200	33.40	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF COPU MIL 2, 167 PP @ \$0.20 PER PAGE.	
4886.01	07/18/2013	1	A	22	0.200	2.60	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF MOTIONS, 13 PP @ \$0.20 PER PAGE.	
4886.01	07/18/2013	1	A	22	0.200	163.20	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF MIL, 816 PP @ \$0.20 PER PAGE.	
4886.01	07/19/2013	1	A	22	0.200	1.20	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF BATES STAMP DOCS, 6 PP @ \$0.20 PER PAGE.	
4886.01	07/19/2013	1	A	22	0.200	115.80	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF MOTIONS, 579 PP @ \$0.20 PER PAGE.	
4886.01	07/19/2013	1	A	22	0.200	122.40	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF PLAINTIFF'S MOTION, 612 PP @ \$0.20 PER PAGE.	
4886.01	07/23/2013	1	A	22	0.200	7.00	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF ROC, 35 PP @ \$0.20 PER PAGE.	
4886.01	07/23/2013	1	A	22	0.200	15.60	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF ROC, 78 PP @ \$0.20 PER PAGE.	
4886.01	07/23/2013	1	A	22	0.200	7.80	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF RIC MOTION, 39 PP @ \$0.20 PER PAGE.	
4886.01	07/25/2013	1	A	22	0.200	9.80	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF COPY, 49 PP @ \$0.20 PER PAGE.	
4886.01	07/25/2013	1	A	22	0.200	16.40	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF COPY, 82 PP @ \$0.20 PER PAGE.	
4886.01	07/25/2013	1	A	22	0.200	85.40	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF MOTIONS, 427 PP @ \$0.20 PER PAGE.	
4886.01	07/26/2013	1	A	22	0.200	0.20	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF ROC, 1 PP @ \$0.20 PER PAGE.	
4886.01	07/29/2013	1	A	22	0.200	0.40	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF LETTER, 2 PP @ \$0.20 PER PAGE.	
4886.01	07/30/2013	1	A	22	0.200	0.80	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF LTR, 4 PP @ \$0.20 PER PAGE.	
4886.01	08/13/2013	1	A	22	0.200	3.60	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF COPY, 18 PP @ \$0.20 PER PAGE.	
4886.01	08/19/2013	1	A	22	0.200	0.20	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF 00, 1 PP @ \$0.20 PER PAGE.	
4886.01	08/21/2013	1	A	22	0.200	12.00	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF COPY, 60 PP @ \$0.20 PER PAGE.	
4886.01	08/21/2013	1	A	22	0.200	32.40	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF JON LASH DEPO, 162 PP @ \$0.20 PER PAGE.	
4886.01	08/22/2013	1	A	22	0.200	16.40	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF TRANSCRIPT, 82 PP @ \$0.20 PER PAGE.	
4886.01	08/22/2013	1	A	22	0.200	24.00	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF TRANSCRIPT, 120 PP @ \$0.20 PER PAGE.	
4886.01	08/22/2013	1	A	22	0.200	1.80	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF COPY, 9 PP @ \$0.20 PER PAGE.	
4886.01	08/22/2013	1	A	22	0.200	60.80	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF COPY, 304 PP @ \$0.20 PER PAGE.	
4886.01	08/22/2013	1	A	22	0.200	116.40	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF PLEAD, 582 PP @ \$0.20 PER PAGE.	
4886.01	08/23/2013	1	A	22	0.200	54.80	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF BATES, 274 PP @ \$0.20 PER PAGE.	
4886.01	09/16/2013	1	A	22	0.200	7.40	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF COPY, 37 PP @ \$0.20 PER PAGE.	

Detail Cost Transaction File List
JIMMERSON HANSEN, P.C.

<u>Tcode</u>	<u>Client</u>	<u>Trans Date</u>	<u>Tmkr</u>	<u>H P</u>	<u>Tcode/ Task Code</u>	<u>Rate</u>	<u>Amount</u>	<u>Ref #</u>
Tcode 22 Photocopies								
4886.01		09/24/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA 1.20 COPIES OF PT DISC, 6 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		09/25/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA 0.20 COPIES OF COPY, 1 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		09/26/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA 5.00 COPIES OF BILLING, 25 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		09/26/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA 49.80 COPIES OF BILLING, 249 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		09/27/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA 0.80 COPIES OF COPY, 4 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		09/27/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA 0.80 COPIES OF LETTER, 4 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		09/27/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA 48.00 COPIES OF SUPP, 240 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/01/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA 1.00 COPIES OF COPY, 5 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/04/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA 0.80 COPIES OF COPY, 4 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/04/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA 1.20 COPIES OF COPY, 6 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/07/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA 16.80 COPIES OF TRIAL EXHIBITS, 84 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/07/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA 1.20 COPIES OF COPY, 6 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/07/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA 70.40 COPIES OF TRIAL EXHIBITS, 352 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/07/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA 11.80 COPIES OF TRIAL EXHIBITS, 59 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/10/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA 36.80 COPIES OF COPIES FOR DEPO, 184 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/11/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA 2.40 COPIES OF TRIAL BINDERS, 12 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/11/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA 234.60 COPIES OF TRIAL BINDERS, 1173 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/11/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA 131.80 COPIES OF TRIAL EXHIBITS, 659 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/11/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA 30.40 COPIES OF TRIAL BINDERS, 152 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/11/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA 5.20 COPIES OF TRIAL BINDERS, 26 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/14/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA 1.60 COPIES OF REPLY, 8 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/14/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA 0.40 COPIES OF COPY, 2 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/14/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA 0.60 COPIES OF COPY, 3 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/15/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA 161.40 COPIES OF EXHIBITS, 807 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/15/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA 106.80 COPIES OF , 534 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01		10/15/2013	1	A	22	0.200	VS. PARDEE HOMES OF NEVADA 162.40 COPIES OF EXHIBITS, 812 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH

Detail Cost Transaction File List JIMMERSON HANSEN, P.C.

Tcode	Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Amount		Ref #
22	Photocopies								
4886.01		10/15/2013	1	A	22	0.200	58.00	COPIES OF EXHIBITS, 290 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		10/15/2013	1	A	22	0.200	5.80	COPIES OF COPY, 29 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		10/16/2013	1	A	22	0.200	0.40	COPIES OF LETTER, 2 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		10/16/2013	1	A	22	0.200	65.80	COPIES OF EXHIBITS, 329 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		10/16/2013	1	A	22	0.200	25.00	COPIES OF PLTF'S EXHIBITS, 125 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		10/17/2013	1	A	22	0.200	124.80	COPIES OF TRIAL EXHIBITS, 624 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		10/17/2013	1	A	22	0.200	1.20	COPIES OF TRIAL EXHIBITS, 6 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		10/17/2013	1	A	22	0.200	1.40	COPIES OF TRIAL SUB, 7 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		10/18/2013	1	A	22	0.200	2.40	COPIES OF TRIAL COVER PAGE, 12 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		10/18/2013	1	A	22	0.200	2.40	COPIES OF COPY, 12 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		10/18/2013	1	A	22	0.200	2.40	COPIES OF EXHIBITS, 12 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		10/18/2013	1	A	22	0.200	0.20	COPIES OF TRIAL EXHIBITS, 1 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		10/18/2013	1	A	22	0.200	0.20	COPIES OF TRIAL EXHIBITS, 1 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		10/21/2013	1	A	22	0.200	0.60	COPIES OF BRF, 3 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		10/21/2013	1	A	22	0.200	7.60	COPIES OF DEFENDANT'S EXHIBITS, 38 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		10/21/2013	1	A	22	0.200	48.00	COPIES OF DEFENDANT'S EXHIBITS, 240 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		10/21/2013	1	A	22	0.200	170.80	COPIES OF DEFENDANT'S EXHIBITS, 854 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		10/21/2013	1	A	22	0.200	1.60	COPIES OF COPIES, 8 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		10/22/2013	1	A	22	0.200	0.20	COPIES OF TRIAL, 1 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		10/22/2013	1	A	22	0.200	223.20	COPIES OF COPY TRIAL EXHIBITS, 1116 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		10/23/2013	1	A	22	0.200	90.60	COPIES OF EXHIBITS, 453 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		10/23/2013	1	A	22	0.200	28.20	COPIES OF PLEADINGS, 141 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		10/23/2013	1	A	22	0.200	0.40	COPIES OF EXH, 2 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		10/23/2013	1	A	22	0.200	1.60	COPIES OF TRANSCRIPT, 8 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		10/24/2013	1	A	22	0.200	10.00	COPIES OF EXHIBITS, 50 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01		10/24/2013	1	A	22	0.200	10.00	COPIES OF EXHIBITS, 50 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH

Detail Cost Transaction File List JIMMERSON HANSEN, P.C.

Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Amount	Ref #
Tcode 22 Photocopies							
4886.01	10/25/2013	1	A	22	0.200	0.20 VS. PARDEE HOMES OF NEVADA COPIES OF COPY, 1 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	10/28/2013	1	A	22	0.200	4.60 VS. PARDEE HOMES OF NEVADA COPIES OF DEPO OF JON LASH, 23 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	10/28/2013	1	A	22	0.200	172.60 VS. PARDEE HOMES OF NEVADA COPIES OF DEPO JOHN LASH, 863 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	10/28/2013	1	A	22	0.200	114.80 VS. PARDEE HOMES OF NEVADA COPIES OF DEPO JOHN LASH, 574 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	10/29/2013	1	A	22	0.200	0.80 VS. PARDEE HOMES OF NEVADA COPIES OF EXHIBITS, 4 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	10/29/2013	1	A	22	0.200	2.40 VS. PARDEE HOMES OF NEVADA COPIES OF EXHIBITS, 12 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	10/30/2013	1	A	22	0.200	1.00 VS. PARDEE HOMES OF NEVADA COPIES OF EXHIBIT, 5 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	10/30/2013	1	A	22	0.200	6.00 VS. PARDEE HOMES OF NEVADA COPIES OF EXHIBITS, 30 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	10/30/2013	1	A	22	0.200	6.00 VS. PARDEE HOMES OF NEVADA COPIES OF EXHIBITS, 30 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	11/22/2013	1	A	22	0.200	108.40 VS. PARDEE HOMES OF NEVADA COPIES OF BATES STAMPING, 542 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	11/22/2013	1	A	22	0.200	0.20 VS. PARDEE HOMES OF NEVADA COPIES OF CHECK, 1 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	11/22/2013	1	A	22	0.200	71.40 VS. PARDEE HOMES OF NEVADA COPIES OF BATES STAMPING, 357 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	11/22/2013	1	A	22	0.200	216.40 VS. PARDEE HOMES OF NEVADA COPIES OF BATES, 1082 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	11/22/2013	1	A	22	0.200	0.20 VS. PARDEE HOMES OF NEVADA COPIES OF COPY, 1 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	11/22/2013	1	A	22	0.200	0.20 VS. PARDEE HOMES OF NEVADA COPIES OF COPY, 1 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	11/23/2013	1	A	22	0.200	33.40 VS. PARDEE HOMES OF NEVADA COPIES OF TRANSCRIPY, 167 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	11/25/2013	1	A	22	0.200	31.40 VS. PARDEE HOMES OF NEVADA COPIES OF COPY, 157 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	11/25/2013	1	A	22	0.200	133.20 VS. PARDEE HOMES OF NEVADA COPIES OF COPY, 666 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	11/25/2013	1	A	22	0.200	142.80 VS. PARDEE HOMES OF NEVADA COPIES OF BATES STAMPING COPY, 714 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	11/26/2013	1	A	22	0.200	1.00 VS. PARDEE HOMES OF NEVADA COPIES OF LETTER, 5 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	11/27/2013	1	A	22	0.200	95.20 VS. PARDEE HOMES OF NEVADA COPIES OF BATES STAMPING, 476 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	11/27/2013	1	A	22	0.200	28.60 VS. PARDEE HOMES OF NEVADA COPIES OF BATES STAMP, 143 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	11/27/2013	1	A	22	0.200	7.80 VS. PARDEE HOMES OF NEVADA COPIES OF CERT OF RECORDS, 39 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	11/27/2013	1	A	22	0.200	103.00 VS. PARDEE HOMES OF NEVADA COPIES OF BATES STAMPING, 515 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	11/27/2013	1	A	22	0.200	316.20 VS. PARDEE HOMES OF NEVADA COPIES OF BATES STAMP, 1581 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	11/27/2013	1	A	22	0.200	40.00 VS. PARDEE HOMES OF NEVADA COPIES OF BATES STAMPING, 200 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH

Detail Cost Transaction File List JIMMERSON HANSEN, P.C.

Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Amount	Ref #
Tcode 22 Photocopies							
4886.01	11/27/2013	1	A	22	0.200	74.80 VS. PARDEE HOMES OF NEVADA COPIES OF BATES, 374 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	11/27/2013	1	A	22	0.200	0.40 VS. PARDEE HOMES OF NEVADA COPIES OF COPY, 2 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	11/27/2013	1	A	22	0.200	6.60 VS. PARDEE HOMES OF NEVADA COPIES OF COPY, 33 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	11/27/2013	1	A	22	0.200	5.60 VS. PARDEE HOMES OF NEVADA COPIES OF COPIES, 28 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	12/01/2013	1	A	22	0.200	31.80 VS. PARDEE HOMES OF NEVADA COPIES OF COPY BATES, 159 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	12/02/2013	1	A	22	0.200	31.80 VS. PARDEE HOMES OF NEVADA COPIES OF WOLFRAM, 159 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	12/02/2013	1	A	22	0.200	0.20 VS. PARDEE HOMES OF NEVADA COPIES OF COPY, 1 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	12/02/2013	1	A	22	0.200	13.00 VS. PARDEE HOMES OF NEVADA COPIES OF TRANSCRIPT, 65 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	12/03/2013	1	A	22	0.200	68.40 VS. PARDEE HOMES OF NEVADA COPIES OF TRIAL TRANSCRIPTS, 342 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	12/03/2013	1	A	22	0.200	117.60 VS. PARDEE HOMES OF NEVADA COPIES OF TRIAL TRANSCRIPTS, 588 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	12/03/2013	1	A	22	0.200	172.80 VS. PARDEE HOMES OF NEVADA COPIES OF TRIAL TRANSCRIPTS, 864 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	12/03/2013	1	A	22	0.200	135.60 VS. PARDEE HOMES OF NEVADA COPIES OF TRIAL TRANSCRIPTS, 678 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	12/04/2013	1	A	22	0.200	41.20 VS. PARDEE HOMES OF NEVADA COPIES OF TRIAL TRANSCRIPTS, 206 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	12/04/2013	1	A	22	0.200	51.20 VS. PARDEE HOMES OF NEVADA COPIES OF TRIAL TRANSCRIPTS, 256 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	12/04/2013	1	A	22	0.200	62.00 VS. PARDEE HOMES OF NEVADA COPIES OF TRIAL TRANSCRIPTS, 310 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	12/04/2013	1	A	22	0.200	109.60 VS. PARDEE HOMES OF NEVADA COPIES OF TRIAL TRANSCRIPTS, 548 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	12/04/2013	1	A	22	0.200	8.60 VS. PARDEE HOMES OF NEVADA COPIES OF TRIAL TRANSCRIPTS, 43 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	12/05/2013	1	A	22	0.200	7.20 VS. PARDEE HOMES OF NEVADA COPIES OF TRIAL TRANSCRIPTS, 36 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	12/05/2013	1	A	22	0.200	46.80 VS. PARDEE HOMES OF NEVADA COPIES OF TRIAL TRANSCRIPTS, 234 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	12/05/2013	1	A	22	0.200	404.60 VS. PARDEE HOMES OF NEVADA COPIES OF TRIAL TRANSCRIPTS, 2023 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	12/06/2013	1	A	22	0.200	3.60 VS. PARDEE HOMES OF NEVADA COPIES OF TRIAL TRANSCRIPTS, 18 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	12/06/2013	1	A	22	0.200	0.40 VS. PARDEE HOMES OF NEVADA COPIES OF COPY, 2 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	12/06/2013	1	A	22	0.200	0.20 VS. PARDEE HOMES OF NEVADA COPIES OF TRIAL TRANSCRIPTS, 1 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	12/06/2013	1	A	22	0.200	5.40 VS. PARDEE HOMES OF NEVADA COPIES OF COPY, 27 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	12/06/2013	1	A	22	0.200	46.40 VS. PARDEE HOMES OF NEVADA COPIES OF TRIAL BINDERS, 232 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM	ARCH
4886.01	12/07/2013	1	A	22	0.200	539.00 VS. PARDEE HOMES OF NEVADA COPIES OF EXHIBIT BOOKS, 2695 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH

Detail Cost Transaction File List JIMMERSON HANSEN, P.C.

Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Amount		Ref #
Tcode 22 Photocopies								
4886.01	12/08/2013	1	A	22	0.200	240.20	COPIES OF COPY BINDERS, 1201 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/08/2013	1	A	22	0.200	208.20	COPIES OF HEARING TRANSCRIPTS, 1041 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/08/2013	1	A	22	0.200	383.60	COPIES OF HEARING TRANSCRIPTS, 1918 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/08/2013	1	A	22	0.200	5.60	COPIES OF DEPO EXHIBITS, 28 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/08/2013	1	A	22	0.200	86.80	COPIES OF HEARING TRANSCRIPTS, 434 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/08/2013	1	A	22	0.200	255.80	COPIES OF DEPO TRANSCRIPTS, 1279 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/08/2013	1	A	22	0.200	43.00	COPIES OF DEPO EXHIBITS, 215 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/08/2013	1	A	22	0.200	69.60	COPIES OF DEPO EXHIBITS, 348 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/08/2013	1	A	22	0.200	43.20	COPIES OF COPY, 216 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/08/2013	1	A	22	0.200	6.00	COPIES OF COPY, 30 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/08/2013	1	A	22	0.200	0.60	COPIES OF COVER, 3 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/09/2013	1	A	22	0.200	19.80	COPIES OF TRIA, 99 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/09/2013	1	A	22	0.200	10.40	COPIES OF ZONING CODE, 52 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/11/2013	1	A	22	0.200	3.00	COPIES OF COPY, 15 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/11/2013	1	A	22	0.200	6.40	COPIES OF COPY TRIAL SUBPOENAS, 32 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/11/2013	1	A	22	0.200	6.40	COPIES OF COPY TRIAL SUBPOENAS, 32 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/11/2013	1	A	22	0.200	26.00	COPIES OF TAPES, 130 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/11/2013	1	A	22	0.200	0.20	COPIES OF CHECK, 1 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/11/2013	1	A	22	0.200	0.20	COPIES OF COPY, 1 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/11/2013	1	A	22	0.200	3.00	COPIES OF COPY OFRF DEFS. SUPPLEMENTAL EARLY CASE CONF, 15 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/11/2013	1	A	22	0.200	2.40	COPIES OF COPY, 12 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/12/2013	1	A	22	0.200	51.20	COPIES OF TRANSCRIPTS, 256 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/12/2013	1	A	22	0.200	1.20	COPIES OF 01, 6 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/12/2013	1	A	22	0.200	50.40	COPIES OF TRANSCRIPTS, 252 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/12/2013	1	A	22	0.200	219.00	COPIES OF TRANSCRIPTS, 1095 PP @ \$0.20 PER PAGE.	ARCH

Detail Cost Transaction File List JIMMERSON HANSEN, P.C.

Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Amount	Ref #
Tcode 22 Photocopies							
4886.01	12/13/2013	1	A	22	0.200	154.80	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF TRANSCRIPTS, 774 PP @ \$0.20 PER PAGE.	
4886.01	12/13/2013	1	A	22	0.200	6.20	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF TRANSCRIPTS, 31 PP @ \$0.20 PER PAGE.	
4886.01	12/13/2013	1	A	22	0.200	175.20	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF TRANSCRIPTS, 876 PP @ \$0.20 PER PAGE.	
4886.01	12/13/2013	1	A	22	0.200	3.00	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF COMPLAINT, 15 PP @ \$0.20 PER PAGE.	
4886.01	12/13/2013	1	A	22	0.200	1.80	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF COPY, 10 PP @ \$0.20 PER PAGE.	
4886.01	12/13/2013	1	A	22	0.200	2.00	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF DEFENDANT'S EXHIBIT LIST, 48 PP @ \$0.20 PER PAGE.	
4886.01	12/13/2013	1	A	22	0.200	18.40	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF TRIAL, 92 PP @ \$0.20 PER PAGE.	
4886.01	12/13/2013	1	A	22	0.200	10.80	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF TRIAL, 54 PP @ \$0.20 PER PAGE.	
4886.01	12/13/2013	1	A	22	0.200	193.20	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF EXHIBITS, 966 PP @ \$0.20 PER PAGE.	
4886.01	01/15/2014	1	A	22	0.200	12.80	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF TRANSCRIPTS, 64 PP @ \$0.20 PER PAGE.	
4886.01	02/06/2014	1	A	22	0.200	2.60	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF COPIES, 13 PP @ \$0.20 PER PAGE.	
4886.01	02/21/2014	1	A	22	0.200	20.40	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF LETTER W BILLING, 102 PP @ \$0.20 PER PAGE.	
4886.01	03/24/2014	1	A	22	0.200	0.20	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF CERTIFICATE OF SERVICE, 1 PP @ \$0.20 PER PAGE.	
4886.01	03/28/2014	1	A	22	0.200	6.00	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF DOCS, 30 PP @ \$0.20 PER PAGE.	
4886.01	04/08/2014	1	A	22	0.200	0.80	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF EXHIBIT, 4 PP @ \$0.20 PER PAGE.	
4886.01	05/28/2014	1	A	22	0.200	1.00	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF COPY, 5 PP @ \$0.20 PER PAGE.	
4886.01	06/16/2014	1	A	22	0.200	6.40	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF COPY, 32 PP @ \$0.20 PER PAGE.	
4886.01	07/14/2014	1	A	22	0.200	18.00	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF PETITION, 90 PP @ \$0.20 PER PAGE.	
4886.01	07/16/2014	1	A	22	0.200	0.40	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF COPY, 2 PP @ \$0.20 PER PAGE.	
4886.01	07/23/2014	1	A	22	0.200	4.20	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF SUBSTITUTION, 21 PP @ \$0.20 PER PAGE.	
4886.01	07/24/2014	1	A	22	0.200	5.60	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF EXHIBITS, 28 PP @ \$0.20 PER PAGE.	
4886.01	07/30/2014	1	A	22	0.200	4.40	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF BINDER, 22 PP @ \$0.20 PER PAGE.	
4886.01	07/30/2014	1	A	22	0.200	2.40	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF BINDER, 12 PP @ \$0.20 PER PAGE.	
4886.01	07/30/2014	1	A	22	0.200	2.00	ARCH
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA COPIES OF DOCS, 10 PP @ \$0.20 PER PAGE.	
						WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	

Detail Cost Transaction File List JIMMERSON HANSEN, P.C.

Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Amount		Ref #
Tcode 22 Photocopies								
4886.01	08/15/2014	1	A	22	0.200	1.40	COPIES OF NOE, 7 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	08/18/2014	1	A	22	0.200	6.80	COPIES OF COPIES, 34 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	08/18/2014	1	A	22	0.200	34.00	COPIES OF COPIES, 170 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	08/20/2014	1	A	22	0.200	1.80	COPIES OF COPIES, 9 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	08/25/2014	1	A	22	0.200	20.80	COPIES OF COPIES, 104 PP @ \$0.20 PER PAGE. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
Total for Tcode 22					Billable	16,284.39	Photocopies	
Tcode 28 UNITED PARCEL SERVICE delivery								
4886.01	10/20/2012	1	A	28		140.41	UNITED PARCEL SERVICE delivery - Invoice 0000864181422 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
Total for Tcode 28					Billable	140.41	UNITED PARCEL SERVICE delivery	
Tcode 41 Miscellaneous expenses ie., meals								
4886.01	08/20/2013	1	A	41		400.00	Telephone and Long Distance James M. Jimmerson, Esq. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	10/25/2013	1	A	41		311.80	REimbursement for expenses Transportation, Meals, Travel to Los Angeles WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	10/31/2013	1	A	41		20.00	Parking Court 10/30/13 - James J. Jimmerson, Esq. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/12/2013	1	A	41		40.00	Parking - James J. Jimmerson, Esq. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/13/2013	1	A	41		20.00	Parking Court WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
Total for Tcode 41					Billable	791.80	Miscellaneous expenses ie., meals	
Tcode 49 Professional services of								
4886.01	07/03/2013	1	A	49		224.74	Copied over-sized - Quivx WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	07/15/2013	1	A	49		77.05	Outside Printing - Quivx WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/19/2013	1	A	49		1,196.20	Professional services of De Becker Investigations, Inc.- rush locate & service upon: Klif Andrews, Chelsea Peltier, Jerry Stater, Kenneth Hanifin & James Rizzi: WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
Total for Tcode 49					Billable	1,497.99	Professional services of	
Tcode 58 Travel expenses								
4886.01	10/18/2012	1	A	58		124.33	Travel expenses -Car Service from Carey International for Harvey Whittemore's Deposition in Reno - American Express Receipt 1210070873 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
Total for Tcode 58					Billable	124.33	Travel expenses	
Tcode 59 Certified copies								
4886.01	11/22/2011	1	A	59		1,152.65	Certified copy of expedited transcript of James Wolfram 11/8/11 Litigation invoice 888200 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/13/2011	1	A	59		612.70	Certified copies of Walter Wilkes 11/28/11 Litigation invoice 888982 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH

Detail Cost Transaction File List JIMMERSON HANSEN, P.C.

Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Amount		Ref #
Tcode 59 Certified copies								
Total for Tcode 59					Billable	1,765.35	Certified copies	
Tcode 60 Filing								
4886.01	10/31/2013	1	A	60	1.000	15.53	Reimbursement for expenses on James M. Jimmerson, Esq. for Clark County Recorder WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/11/2013	1	A	60	1.000	3.50	Filing Fee for Legal Research/Wiznet WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/12/2013	1	A	60	1.000	3.50	Filing Fee for Legal Research/Wiznet WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/12/2013	1	A	60	1.000	3.50	Filing Fee for Legal Research/Wiznet WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/12/2013	1	A	60	1.000	3.50	Filing Fee for Legal Research/Wiznet WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	07/18/2014	1	A	60	1.000	1.00	Recording Fees WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
Total for Tcode 60					Billable	30.53	Filing	
Tcode 61 Process Service								
4886.01	01/27/2012	1	A	61	25.000	90.00	Process Service Custodian of records Coyote Springs 1/12/12 Legal Wings invoice 355164 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	03/01/2012	1	A	61	25.000	61.00	Process Service Subpoena Stewart Title 2/22/12 Corporate invoice 128001 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	03/05/2012	1	A	61	25.000	95.50	Process Service Harvey Whittemore 2/27/12 Reno/Carson invoice 0334631 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	10/25/2012	1	A	61		135.00	Process Service on Harvey Whittemore by Junes Legal Service, Inc. Invoice # 12101604 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	08/08/2013	1	A	61	25.000	890.00	Process Service - Jon Lash Chief Operating Officer of Defendant Pardee Homes of Nevada - Legal Process Service WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	10/04/2013	1	A	61	25.000	809.06	Process Service Oversize printing - Quivx WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	07/08/2014	1	A	61	25.000	55.00	Process Service WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
Total for Tcode 61					Billable	2,135.56	Process Service	
Tcode 62 Hand Delivery								
4886.01	08/27/2012	1	A	62	5.000	5.00	Hand Delivery Item: Receipt of Copy of Plaintiff's 4th Supplement Hand Delivered to Aaron Shipley, Esq. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	10/29/2012	1	A	62	5.000	5.00	Hand Delivery Item: Receipt of Copy 16.1 Supplement to Aaron Shipely, Esq. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	04/29/2013	1	A	62	5.000	5.00	Hand Delivery Item: Offer of Judgment Hand Delivered to McDonald Carano Wilson, LLP WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	07/23/2013	1	A	62	5.000	5.00	Hand Delivery Item: Receipt of Copy (Interrogatories, Request for Productions and ADMS) Hand Delivered to McDonald Carano Wilson, LLP WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	08/06/2013	1	A	62	5.000	5.00	Hand Delivery Item: WILKES/ WOLFRAM	ARCH

Detail Cost Transaction File List JIMMERSON HANSEN, P.C.

Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Amount	Ref #
Tcode 62 Hand Delivery							
4886.01	10/16/2013	1	A	62	5.000	5.00 VS. PARDEE HOMES OF NEVADA Hand Delivery Item: Check and Letter Hand Delivered to McDonald, Carano, Wilson WILKES/ WOLFRAM	ARCH
4886.01	12/04/2013	1	A	62	5.000	5.00 VS. PARDEE HOMES OF NEVADA Hand Delivery Item: Check and Letter Hand Delivered to McDonald Carano Wilson WILKES/ WOLFRAM	ARCH
4886.01	06/27/2014	1	A	62	5.000	5.00 VS. PARDEE HOMES OF NEVADA Hand Delivery Item: Receipt of Copy - Notice of Entry of Findings of Fact, Conclusions of Law and Order Hand Delivered to McDonald Carano Wilson, LLP WILKES/ WOLFRAM	ARCH
4886.01	07/14/2014	1	A	62	5.000	5.00 VS. PARDEE HOMES OF NEVADA Hand Delivery Item: Receipt of Copy - Plaintiff's Opposition to Defendant's Motion to Expunge Lis Pendens Hand Delivered to McDonald Carano Wilson, LLP WILKES/ WOLFRAM	ARCH
4886.01	07/29/2014	1	A	62	5.000	5.00 VS. PARDEE HOMES OF NEVADA Hand Delivery Item: Declaration of Thomas Wilkes Hand Delivered to Thomas Wilkes WILKES/ WOLFRAM	ARCH
4886.01	08/04/2014	1	A	62	5.000	5.00 VS. PARDEE HOMES OF NEVADA Hand Delivery Item: Order Picked up from McDonald Carano Wilson WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
Total for Tcode 62					Billable	55.00 Hand Delivery	
Tcode 64 FAX Transaction Charges							
4886.01	11/08/2007	1	A	64	1.500	4.50 FAX Transaction Charges - Correspondence from Hope Samworth to client WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
Total for Tcode 64					Billable	4.50 FAX Transaction Charges	
Tcode 65 Copy charges							
4886.01	09/27/2011	1	A	65	0.300	194.40 Copy charges - Various documents (648 pgs @ .30) WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	01/31/2012	1	A	65	0.300	329.49 Medium Litigation Copy services Quivx invoice 78979 1/20/12 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
Total for Tcode 65					Billable	523.89 Copy charges	
Tcode 68 Recording fee to CLARK COUNTY RECORDER for							
4886.01	11/01/2013	1	A	68		13.00 Recording fee to CLARK COUNTY RECORDER - James M. Jimmerson, Esq. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	03/28/2014	1	A	68		68.00 Recording fee Lincoln County Recorder WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	03/28/2014	1	A	68		71.00 Recording fee to CLARK COUNTY RECORDER WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	04/18/2014	1	A	68		1.00 Recording fee Lincoln County Recorder WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
Total for Tcode 68					Billable	153.00 Recording fee to CLARK COUNTY RECORDER for	
Tcode 71 Witness fee							
4886.01	11/09/2011	1	A	71		26.00 Witness fee Custodian of Records pf Stewart Title WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	11/09/2011	1	A	71		26.00 Witness fee Custodian of Records of Coyote Springs Investments, LLC WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	11/14/2011	1	A	71		26.00 Witness fee Chicago Title WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH

Detail Cost Transaction File List JIMMERSON HANSEN, P.C.

Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Amount	Ref #
Tcode 71 Witness fee							
4886.01	04/05/2013	1	A	71		26.00 Witness fee - Pardee Homes of Nevada - Trial Subpoena WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	04/05/2013	1	A	71		400.00 Witness fee - Trial Subpoena - Jon Lash WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	04/05/2013	1	A	71		400.00 Witness fee - Trial Subpoena - Harvey Whittmore WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	04/05/2013	1	A	71		-400.00 Witness fee Void ck Pardee Homes of NV WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	04/05/2013	1	A	71		-400.00 Witness fee Void Harvey Whittmore WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	04/05/2013	1	A	71		-400.00 Witness fee Void Jon Lash WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	07/11/2013	1	A	71		300.00 Witness fee - Harvey Whittmore WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	07/11/2013	1	A	71		300.00 Witness fee - Jon Lash WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/10/2013	1	A	71		26.00 Witness fee - Klif Andreas WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/11/2013	1	A	71	26.000	104.00 Witness fee - Chelsea Peltier - Kenneth Hanifan - Jerry Slater - Jim Rizzi - WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
Total for Tcode 71					Billable	434.00	Witness fee
Tcode 76 Filing fees for							
4886.01	10/20/2013	1	A	76		3.50 Filing fees for Joint Pre-Trial Memorandum Pursuant to EDCR 2.67 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	10/20/2013	1	A	76		3.50 Filing fees for Plaintiffs Supplement to Their Opposition to Defendants Motion for Partial Summary Judgment WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	10/20/2013	1	A	76		3.50 Filing fees for Plaintiffs Pretrial Disclosures Pursuant to NRCP 16.1a3 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	10/20/2013	1	A	76		3.50 Filing fees for Plaintiffs Pre-Trial Disclosures Pursuant to NRCP 16.1A3 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	10/25/2013	1	A	76		3.50 Filing fees for Notice of Entry of Order WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	10/25/2013	1	A	76		3.50 Filing fees for Notice of Entry of Order WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	10/25/2013	1	A	76		3.50 Filing fees for Trial Brief WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	03/17/2014	1	A	76		42.00 Recording fee WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	03/17/2014	1	A	76		45.00 Recording Fee WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
Total for Tcode 76					Billable	111.50	Filing fees for
Tcode 86 Requested documents							
4886.01	09/30/2012	1	A	86		107.33 Requested documents 10/8/12 Clark County Recorder Map Copies WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
Total for Tcode 86					Billable	107.33	Requested documents
Tcode 88 Duplicate							
4886.01	01/18/2012	1	A	88		242.21 Duplicate CD and 3" binder Quivx invoice 78917 1/17/11 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH

Detail Cost Transaction File List JIMMERSON HANSEN, P.C.

<u>Client</u>	<u>Trans Date</u>	<u>Tmkr</u>	<u>H P</u>	<u>Tcode/ Task Code</u>	<u>Rate</u>	<u>Amount</u>	<u>Ref #</u>
Tcode 88 Duplicate							
4886.01	11/05/2013	1	A	88		231.16 Oversize printing - Quivx WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
Total for Tcode 88					Billable	473.37 Duplicate	
Tcode 103 Write off costs							
4886.01	10/25/2011	1	A	103		975.00 Courtesy Discount per James J. Jimmerson, Esq. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	11/19/2011	1	A	103		-550.00 Courtesy Discount per JJJ WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	05/20/2012	1	A	103		-2,000.00 Courtesy Discount per JJJ WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
Total for Tcode 103					Billable	-1,575.00 Write off costs	
Tcode 108 Westlaw legal research charges, Usage Period:							
4886.01	02/01/2012	1	A	108		72.26 Westlaw legal research charges, Usage Period: 01/01/2012 - 01/31/2012 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	10/31/2012	1	A	108		216.40 Westlaw legal research charges, Usage Period: 10/01/2012 - 10/31/2012 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	11/30/2012	1	A	108		1.82 Westlaw legal research charges, Usage Period: 11/20/2012 - 1/20/2013 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/17/2012	1	A	108		117.89 Westlaw legal research charges, Usage Period: 11/20/2012 - 1/20/2013 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	01/17/2013	1	A	108		37.29 Westlaw legal research charges, Usage Period: 11/20/2012 - 1/20/2013 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	03/20/2013	1	A	108		847.04 Westlaw legal research charges, Usage Period: March 2013 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	04/20/2013	1	A	108		132.34 Westlaw legal research charges, Usage Period: April 20, 2013 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	05/20/2013	1	A	108		753.07 Westlaw legal research charges, Usage Period: May 21, 2013 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	07/20/2013	1	A	108		715.50 Westlaw legal research charges, Usage Period: July 2013 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	08/20/2013	1	A	108		359.12 Westlaw legal research charges, Usage Period: July 2013 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	09/20/2013	1	A	108		564.96 Westlaw legal research charges, Usage Period: Sept 2013 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	10/20/2013	1	A	108		363.00 Westlaw legal research charges, Usage Period: September 2013 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	11/20/2013	1	A	108		13.78 Westlaw legal research charges, Usage Period: November 2013 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/10/2013	1	A	108		115.21 Westlaw legal research charges, Usage Period: 11.21.2013 - 12.20.2013 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/12/2013	1	A	108		171.26 Westlaw legal research charges, Usage Period: 11.21.2013 - 12.20.2013 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/13/2013	1	A	108		286.82 Westlaw legal research charges, Usage Period: 11.21.2013 - 12.20.2013 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	12/13/2013	1	A	108		390.00 Westlaw legal research charges, Usage Period: 11.21.2013 - 12.20.2013 WILKES/ WOLFRAM	ARCH

Detail Cost Transaction File List
 JIMMERSON HANSEN, P.C.

Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Amount	Ref #
Tcode 108 Westlaw legal research charges, Usage Period:						VS. PARDEE HOMES OF NEVADA	
Total for Tcode 108					Billable	5,157.76 Westlaw legal research charges, Usage Period:	
Tcode 121 Electronic Filing							
4886.01	12/29/2010	1	A	121	3.50	Electronic Filing - Complaint WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	01/14/2011	1	A	121	3.50	Electronic Filing - Amended Complaint WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	02/11/2011	1	A	121	3.50	Electronic Filing - Amended Summons - Civil WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	03/03/2011	1	A	121	3.50	Electronic Filing - Notice of Intent to Take Default WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	05/10/2011	1	A	121	3.50	Electronic Filing - Petition for Exemption from Arbitration WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	09/26/2011	1	A	121	5.50	Electronic Filing - Joint Case Conference Report WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	11/02/2011	1	A	121	3.50	Electronic Filing - Motion for Preferential Trial Setting WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	11/02/2011	1	A	121	3.50	Electronic Filing - Certificate of Service WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	08/15/2012	1	A	121	3.50	Electronic Filing - Plaintiff's James Wolfram and Walt Wilkes' Motion to Extend Discovery Deadlines on Order Shortening Time (First Request) WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	08/16/2012	1	A	121	3.50	Electronic Filing - Receipt of Copy - Motion to Extend Discovery WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	08/31/2012	1	A	121	3.50	Electronic Filing - notice of Hearing for Preferential Trial Setting WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	09/04/2012	1	A	121	3.50	Electronic Filing - Motion for Preferential Trial Setting WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	09/04/2012	1	A	121	3.50	Electronic Filing - Notice of Hearing of Motion for Preferential Trial Setting WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	09/04/2012	1	A	121	3.50	Electronic Filing - Motion for Preferential Trial Setting WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	09/04/2012	1	A	121	3.50	Electronic Filing - Notice of Hearing of Motion for Preferential Trial Setting WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	10/25/2012	1	A	121	3.50	Electronic Filing - Order Granting Plaintiffs' Motion for Preferential Trial Setting WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	10/29/2012	1	A	121	3.50	Electronic Filing - Subpoena - Whittemore WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	11/07/2012	1	A	121	3.50	Electronic Filing - Opposition to Defendant's Motion for Summary Judgment and Plaintiff's Counter Motion for Partial Summary Judgment WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	11/09/2012	1	A	121	3.50	Electronic Filing - Plaintiff's Motion to File Exhibits Under Seal WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	11/09/2012	1	A	121	3.50	Electronic Filing - Affidavit of James J. Jimmerson, Esq. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	11/09/2012	1	A	121	3.50	Electronic Filing - Certificate of Service WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	11/14/2012	1	A	121	3.50	Electronic Filing - Notice of Entry of Order WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	03/14/2013	1	A	121	3.50	Electronic Filing - Order Granting Plaintiffs Countermotion for	ARCH

Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Amount	Ref #
Tcode 121 Electronic Filing							
4886.01	03/15/2013	1	A	121	3.50	Summary Judgment WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA Electronic Filing	ARCH
4886.01	03/15/2013	1	A	121	3.50	WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA Electronic Filing	ARCH
4886.01	03/15/2013	1	A	121	3.50	WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA Electronic Filing - Notice of Entry of Order	ARCH
4886.01	03/20/2013	1	A	121	3.50	WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA Electronic Filing - Plaintiff's Opposition to Defendant's Motion in Limine to Exclude Plaintiff's Claim for Attorney's Fees as an Element of Damages MIL 1	ARCH
4886.01	03/20/2013	1	A	121	3.50	WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA Electronic Filing - Plaintiff's Opposition to Defendants Motion in Limine to Plaintiffs Claim for Damages in the Form of Compensation for Time MIL 2	ARCH
4886.01	03/20/2013	1	A	121	3.50	WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA Electronic Filing - Plaintiff's Opposition to Defendants Motion in Limine to exclude Parol Evidence MIL 3	ARCH
4886.01	03/20/2013	1	A	121	3.50	WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA Electronic Filing - Plaintiffs' Opposition to defendant's Motion in Limine to Exclude all Documents and Witnesses Disclosed After the Close of Discovery (MIL #4)	ARCH
4886.01	03/20/2013	1	A	121	3.50	WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA Electronic Filing - Plaintiffs' Opposition to Defendant's Motion in Limine to Exclude all Documents and Witnesses Disclosed After the Close of Discovery (MIL #4)	ARCH
4886.01	03/21/2013	1	A	121	3.50	WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA Electronic Filing - Plaintiff's Motion for Leave to File a Second Amended Complaint	ARCH
4886.01	03/22/2013	1	A	121	3.50	WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA Electronic Filing - Notice of Hearing on Plaintiff's Motion for Leave to file a Second Amended Complaint.	ARCH
4886.01	03/22/2013	1	A	121	3.50	WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA Electronic Filing - Notice of Hearing on Plaintiff's Motion for Leave to to file a Second Amended Complaint.	ARCH
4886.01	04/02/2013	1	A	121	3.50	WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA Electronic Filing - Order Denying Defendant's Motion for Summary Judgment	ARCH
4886.01	04/03/2013	1	A	121	3.50	WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA Electronic Filing - Notice of Entry of Order	ARCH
4886.01	04/10/2013	1	A	121	3.50	WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA Electronic Filing - Amended Notice of Hearing on Plaintiff's Motion for Leave to File a Second Amended Complaint.	ARCH
4886.01	05/10/2013	1	A	121	3.50	WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA Electronic Filing - Plaintiff's Supplement to Motion for Leave to File a Second Amended complaint Pursuant to the Courts Order on Hearing on April 26, 2013	ARCH
4886.01	05/10/2013	1	A	121	3.50	WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA Electronic Filing - Plaintiff's Supplement to Motion for Leave to File a Second Amended Complaint Pursuant to the Courts Order on Hearing on April 26, 2013	ARCH
4886.01	06/05/2013	1	A	121	3.50	WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA Electronic Filing - Order Granting Plaintiff's Motion for Leave to File a Second Amended Complaint	ARCH
4886.01	06/05/2013	1	A	121	3.50	WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA Electronic Filing - Notice of Entry of Order	ARCH
4886.01	06/06/2013	1	A	121	3.50	WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA Electronic Filing - Notice of Entry of Order on Hearing of Hearing 4-26-13	ARCH
						WILKES/ WOLFRAM	

Detail Cost Transaction File List JIMMERSON HANSEN, P.C.

Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Amount	Ref #
Tcode 121 Electronic Filing							
4886.01	06/06/2013	1	A	121		VS. PARDEE HOMES OF NEVADA Electronic Filing - Second Amended Complaint WILKES/ WOLFRAM	ARCH
4886.01	06/27/2013	1	A	121		VS. PARDEE HOMES OF NEVADA Electronic Filing - Plaintiffs Motion for Leave to File Supplements to Their Oppositions to Defendants Motions in Limine on an Order Shortening Time WILKES/ WOLFRAM	ARCH
4886.01	06/27/2013	1	A	121		VS. PARDEE HOMES OF NEVADA Electronic Filing - Receipt of Copy WILKES/ WOLFRAM	ARCH
4886.01	07/15/2013	1	A	121		VS. PARDEE HOMES OF NEVADA Electronic Filing - Plaintiffs' Reply to Defendant's Counterclaim WILKES/ WOLFRAM	ARCH
4886.01	07/18/2013	1	A	121		VS. PARDEE HOMES OF NEVADA Electronic Filing - Plaintiff's Motion in Limine to Admit Retainer Agreement WILKES/ WOLFRAM	ARCH
4886.01	07/18/2013	1	A	121		VS. PARDEE HOMES OF NEVADA Electronic Filing - Plaintiffs' Motion in Limine to Admit the September 1, 2004 Commission Letter Agreement (MIL #1) WILKES/ WOLFRAM	ARCH
4886.01	07/18/2013	1	A	121		VS. PARDEE HOMES OF NEVADA Electronic Filing - Plaintiffs' Motion in Limine to Admit the Option Agreement for the Purchase of Real Property and Joint Escrow Instruction (MIL #2) WILKES/ WOLFRAM	ARCH
4886.01	07/18/2013	1	A	121		VS. PARDEE HOMES OF NEVADA Electronic Filing - Plaintiffs' Motion in Limine to Admit Amendment to the Option Agreement for the Purchase of Real Property and Joint Escrow Instruction (MIL #3) WILKES/ WOLFRAM	ARCH
4886.01	07/18/2013	1	A	121		VS. PARDEE HOMES OF NEVADA Electronic Filing - Plaintiffs' Motion in Limine to Admit Amendment No. 2 to the Option Agreement for the Purchase of Real Property and Joint Escrow Instruction (MIL #4) WILKES/ WOLFRAM	ARCH
4886.01	07/18/2013	1	A	121		VS. PARDEE HOMES OF NEVADA Electronic Filing - Plaintiffs' Motion in Limine to Admit Amended and REstated Option Agreement for the Purchase of Real Property and Joint Escrow Instruction (MIL #5) WILKES/ WOLFRAM	ARCH
4886.01	07/18/2013	1	A	121		VS. PARDEE HOMES OF NEVADA Electronic Filing - 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 Instruction (MIL #6) WILKES/ WOLFRAM	ARCH
4886.01	07/18/2013	1	A	121		VS. PARDEE HOMES OF NEVADA Electronic Filing - 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 Instruction (MIL #7) WILKES/ WOLFRAM	ARCH
4886.01	07/18/2013	1	A	121		VS. PARDEE HOMES OF NEVADA Electronic Filing - 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 Instruction (MIL #8) WILKES/ WOLFRAM	ARCH
4886.01	07/18/2013	1	A	121		VS. PARDEE HOMES OF NEVADA Electronic Filing - 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 Instruction (MIL #10) WILKES/ WOLFRAM	ARCH
4886.01	07/18/2013	1	A	121		VS. PARDEE HOMES OF NEVADA Electronic Filing - 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 Instruction (MIL #11) WILKES/ WOLFRAM	ARCH
4886.01	07/18/2013	1	A	121		VS. PARDEE HOMES OF NEVADA Electronic Filing - 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 Instruction (MIL #12) WILKES/ WOLFRAM	ARCH
4886.01	07/18/2013	1	A	121		VS. PARDEE HOMES OF NEVADA Electronic Filing - Plaintiffs' Motion in Limine to Admit Amendment No. 8 to the Amended and Restated Option Agreement for the Purchase of Real Property and Joint Escrow Instruction (MIL #13) WILKES/ WOLFRAM	ARCH
4886.01	07/18/2013	1	A	121		VS. PARDEE HOMES OF NEVADA Electronic Filing - Plaintiffs' Motion in Limine to Admit Parcel Map	ARCH

Detail Cost Transaction File List JIMMERSON HANSEN, P.C.

Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Amount	Ref #
Tcode 121 Electronic Filing							
						Recorded in the Clark County Recorder's Office in File 98, Page 57 (MIL # 14) WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	
4886.01	07/18/2013	1	A	121	3.50	Electronic Filing - Plaintiffs Motion in Limine to Admit Plat Map Recorded in the Clark county Recorders Office in Book 138 Page 51 (MIL 15) WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	07/18/2013	1	A	121	3.50	Electronic Filing - Plaintiffs' Motion in Limine to Admit Parcel Map Recorded in the Clark County Recorder's Office in File 116, Page 35 (MIL # 16) WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	07/18/2013	1	A	121	3.50	Electronic Filing - Plaintiffs' Motion in Limine to Admit Parcel Map Recorded in the Clark county Recorder's Office in File 117, Page 18 (MIL #17) WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	07/18/2013	1	A	121	3.50	Electronic Filing - Plaintiffs' Motion in Limine to Admit Plat Map Recorded in Clark County Recorder's Office in Book 140, Page 57 (MIL # 18) WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	07/18/2013	1	A	121	3.50	Electronic Filing - Plaintiffs' Motion in Limine to Admit Parcel Map Recorded in the Clark County Recorder's Office in File 113, Page 55 (MIL # 19) WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	07/18/2013	1	A	121	3.50	Electronic Filing - Plaintiffs' Motion in Limine to Admit the April 6, 2009 Letter from Jim Stringer, Jr. to James Wolfram (MIL # 20) WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	07/18/2013	1	A	121	3.50	Electronic Filing - Plaintiffs' Motion in Limine to Admit the November 24, 2009 Letter from Jon Lash to James Wolfram (MIL #21) WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	07/18/2013	1	A	121	3.50	Electronic Filing - Plaintiffs' Motion in Limine to Admit the August 23, 2007 Letter from Jon Lash to Walt Wilkes and James Wolfram (MIL #22) WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	07/18/2013	1	A	121	3.50	Electronic Filing - Plaintiffs' Motion in Limine to Admit the July 10, 2009 Letter from James J. Jimmerson, Esq. (MIL #23) WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	07/18/2013	1	A	121	3.50	Electronic Filing - Plaintiffs' Motion in Limine to Admit the March 14, 2008 Letter from Jon Lash and Walt Wilkes (MIL #24) WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	07/18/2013	1	A	121	3.50	Electronic Filing - Plaintiffs' Motion in Limine to Permit James J. Jimmerson, Esq. to Testify Concerning Plaintiff Attorney's Fees and Costs (MIL #25) WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	07/22/2013	1	A	121	3.50	Electronic Filing - Affidavit of Service Trial Subpoena Witness Whittemore WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	07/22/2013	1	A	121	3.50	Electronic Filing - Affidavit of Service Trial Subpoena Witness Whittemore WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	07/22/2013	1	A	121	3.50	Electronic Filing - Plaintiff's Supplemental opposition to Defendants Motion in Limine to Plaintiffs Claim for Damages in the Form of Compensation for Time (MIL 2) WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	07/23/2013	1	A	121	3.50	Electronic Filing - Order Granting Plaintiffs Motion for Leave to File Supplements to Their Opposition to Defendants Motion in Limine WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	07/24/2013	1	A	121	3.50	Electronic Filing - Notice of Entry of Order WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	07/31/2013	1	A	121	3.50	Electronic Filing - Affidavit of Service on Lash Trial Subpoena WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	09/16/2013	1	A	121	3.50	Electronic Filing - Plaintiff's Omnibus Reply in Further Support of	ARCH

Detail Cost Transaction File List JIMMERSON HANSEN, P.C.

<u>Client</u>	<u>Trans Date</u>	<u>Tmkr</u>	<u>H P</u>	<u>Tcode/ Task Code</u>	<u>Rate</u>	<u>Amount</u>	<u>Ref #</u>
Tcode 121 Electronic Filing							
						Motion in Limine 6 Through 13, 21 through 22 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	
4886.01	09/16/2013	1	A	121	3.50	Electronic Filing - Plaintiff's Omnibus Notice of Withdrawal of Motion in Limine 1 through 5, 20 and 23-25 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	09/16/2013	1	A	121	3.50	Electronic Filing - Plaintiff's Omnibus Reply in Further Support of Motion in Limine 6 through 19, and 21 through 22 WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	03/20/2014	1	A	121	3.50	Electronic Filing - Suggestion of Death on the Record WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	03/24/2014	1	A	121	3.50	Electronic Filing - Amended Certificate of Service - suggestion of Death WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	06/12/2014	1	A	121	3.50	Electronic Filing - Motion for Substitution of Parties WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	06/27/2014	1	A	121	3.50	Electronic Filing - Notice of Entry of Findings of Fact, Conclusions of Law and Order WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	06/30/2014	1	A	121	3.50	Electronic Filing - Receipt of Copy - Findings of Fact, Conclusions of Law WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	07/02/2014	1	A	121	3.50	Electronic Filing - Affidavit of Acceptance of Service WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	07/14/2014	1	A	121	3.50	Electronic Filing - Receipt of Copy - Opposition to Defendant's Motion to Expunge Lis Pendens WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	07/14/2014	1	A	121	3.50	Electronic Filing - Plaintiff's Opposition to Defendant's Motion to Expunge Lis Pendens and for Sanctions regarding Plaintiffs' Violation of the Court's Protective Order WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	07/24/2014	1	A	121	3.50	Electronic Filing - 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. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	07/25/2014	1	A	121	3.50	Electronic Filing - Certificate of Service - Reply in Support of Motion for Substitution of Parties and Petition WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	07/25/2014	1	A	121	3.50	Electronic Filing - Initial Appearance Fee Disclosure WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	07/25/2014	1	A	121	3.50	Electronic Filing - Notice of Appearance - A. Limbocker-Wilkes WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	07/30/2014	1	A	121	3.50	Electronic Filing - Notice of Thomas Wilkes' Waiver of Notice of Hearings of Angela L. Limbocker-Wilkes Petition for Confirmation of Appointment as Trustee of Walter D. Wilkes and Angela L. Limbocker-Wilkes Living Trust WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	08/14/2014	1	A	121	3.50	Electronic Filing - 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 Trust in the Place of Plaintiff Walt Wilkes, Deceased. WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	08/15/2014	1	A	121	3.50	Electronic Filing - Notice of Entry of Order WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH
4886.01	08/18/2014	1	A	121	3.50	Electronic Filing Notice of Angela L. Limbocker-Wilkes Petition for Confirmation of Appointment as Trustee of Walter D. Wilkes and Angela L. Limbocker - Wilkes Living Trust WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA	ARCH