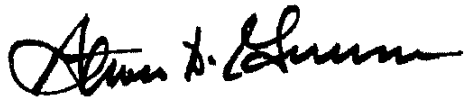


EXHIBIT “3”

EXHIBIT “3”



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

JAMES WOLFRAM,
WALT WILKES

Plaintiffs,

vs.

PARDEE HOMES OF NEVADA,

Defendant.

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

**NOTICE OF ENTRY OF
JUDGMENT**

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

DATED this 15th day of June, 2015.

McDONALD CARANO WILSON LLP

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

McDONALD-CARANO-WILSON
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PHONE 775-788-2000 • FAX 775-788-2020

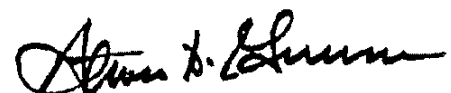
CERTIFICATE OF SERVICE

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
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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

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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

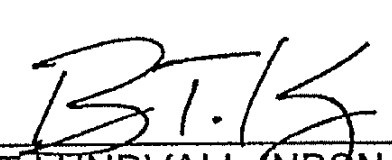
19
20 
21 PAT LUNDVALL (NSB #3761)
22 RORY T. KAY (NSB #12416)
23 2300 West Sahara Avenue, Suite 1200
24 Las Vegas, Nevada 89102
25 Attorneys for Pardee Homes of Nevada
26
27
28

EXHIBIT “4”

EXHIBIT “4”

AFFIDAVIT OF JAMES J. JIMMERSON, ESQ.

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

James J. Jimmerson, being duly sworn deposes and says:

1. I am an attorney duly licensed to practice law in the State of Nevada and A Shareholder of the law firm of Jimmerson Hansen, P.C., and counsel for Plaintiffs, JAMES WOLFRAM and WALTER D. WILKES and ANGELA L. LIMBOCKER-WILKES LIVING TRUST, ANGELA L. LIMBOCKER-WILKES, TRUSTEE in the above entitled matter. I have personal knowledge of all matters contained herein, and am competent to testify thereto, expect for those matter stated on information and belief, and to those matters, I believe them to be true.

2. I personally did not read communication of the Defendant on May 28, 2015, in which the Defendant's counsel emailed me a copy of a proposed Judgment that was ultimately entered by the Court on June 15, 2015. This is because, as the Defendant's counsel specifically knows, I do not routinely read my emails. This is known to Defendant's counsel, since, the Defendant had submitted a paper in the fall of 2014 in this case, to the Court, in which he purported to email the document to me and also purported to send the document to me by U.S. Mail. By an email that I sent on September 15, 2014, a copy of which is attached hereto as Exhibit "5," I advised defense counsel that I do not routinely read my emails, that I had no seen the email directed to me, and only me, by defense counsel, and that in the future, I requested Defendant's counsel to copy my secretary, Kim Stewart, at ks@jimmersonhansen.com and my then associate Burak Ahmed at bsa@jimmersonhansen.com. See email of September 15, 2014 attached hereto as Exhibit "5."

3. Defendant's counsel failed to do so with regard to this crucial document called a "Judgment" that was ultimately filed by this Court when the Court did not hear any objection on June 15, 2015. Note that the defense counsel did not sent the proposed Order by U.S. Mail,

1 and did not copy my legal secretary at ks@jimmersonhansen.com or Mr. Ahmed at
2 bsa@jimmersonhansen.com.

3 4. As a result, neither I nor my staff who are designated to read these emails, did not saw
4 the Judgment until after it was entered by the Court. I will be filing a Motion to Compel the
5 Defendants in this case, and in every case I have against this specific defense counsel, since
6 they do not honor the professional courtesies requested, that any and all documents that are
7 going to be emailed to myself, also be emailed to my legal secretary, Kim Stewart, and our
8 associates, as is my practice.

9 5. That had I seen the Judgment, particularly considering the faults and the fabricated
10 wording at page 2, lines 8 – 13, and page 2, lines 22 – 29, I would certainly have objected
11 since a so-called finding and the so-called Order completely misstate the Court's Findings of
12 Fact, Conclusions of Law and Order of June 25, 2014 and it should be stricken. Furthermore,
13 a review of the Judgment, when compared to the Court's overall Findings of Fact, Conclusions
14 of Law and Order, misstates or softens the Court's findings the Court made in favor of Plaintiffs
15 and against Defendant on each of Plaintiffs' claims, and Plaintiffs request that the Judgment
16 be deleted and stricken, or in the alternative, that the offending language be deleted, and finally
17 that the Judgment comport verbatim to the Court's Findings of Fact, Conclusions of Law and
18 Order.
19

20 FURTHER, AFFIANT SAYETH NAUGHT.

21
22
23 SUBSCRIBED AND SWORN to before me
24 this 20th day of June, 2015.

25 Sharon A. Hill
26 NOTARY PUBLIC in and for said
27 County and State
28

JAMES J. JIMMERSON, ESQ.

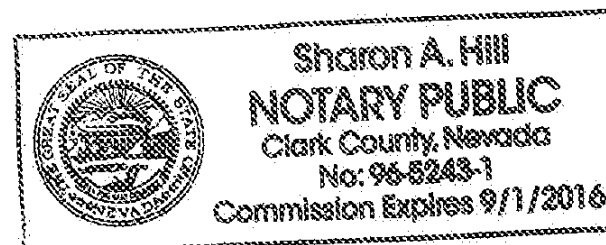


EXHIBIT “5”

EXHIBIT “5”

Kim Stewart

From: James J. Jimmerson, Esq.
Sent: Monday, September 15, 2014 6:07 PM
To: Sally Wexler
Cc: Pat Lundvall; Aaron Shipley; Burak S. Ahmed; Kim Stewart
Subject: RE: Pardee/Wolfram

Ms. Lundvall:

Late Friday afternoon at 4:53 pm September 12, 2014, our office received by Wiznet your document "Pardee's Notice of Submission" dated September 11, 2014, which purports to evidence said Notice sent on September 11, 2014, received a day later on late Friday, September 12, 2014. Enclosed with said "Notice of Submission" which your office emailed me on September 11, 2104, was attached a letter dated September 10, 2014, addressed to me but copied to the Court purportedly by "email and US Mail." I note that nothing was emailed to me on September 10, 2014, as the letter is dated, but instead was apparently emailed to me the next day, September 11, 2014, as noted herein, and to this date, I have never received by mail your letter which you represent was also sent to me by "US Mail." Why you do not also copy Mr. Burak Ahmed, Esq., who you know is working with me on this matter is also unclear, but to insure our receipt of any and all documents you wish to send or serve upon me, I once again ask that you send them to Mr. Ahmed at his email address bsa@jimmersonhansen.com; my legal assistant Kim Stewart at ks@jimmersonhansen, as well as to myself.

I do object to your ex-parte communication with the Court. I did not copy my letter sent to you of August 21, 2014, to the Court, and our timely-filed Brief was served upon you and filed with the Court Clerk like any other Court filing on August 25, 2014. Why you take it upon yourself to communicate with the Court in an exparte fashion about this matter is beyond me, but it is not appropriate for you to do so. I object to your doing so, and i would ask you to cease doing so in the future.

To keep this matter on track, we will be serving and filing a Notice of Motion upon Plaintiff's Accounting Brief Pursuant to the Court's Order Entered on June 25, 2014, later this week, and we can discuss it with the Court at the appropriate time.

JJJ

From: Sally Wexler [mailto:swexler@mcdonaldcarano.com]
Sent: Thursday, September 11, 2014 2:46 PM
To: James J. Jimmerson, Esq.
Cc: Pat Lundvall; Aaron Shipley
Subject: Pardee/Wolfram

Pursuant to Pat Lundvall's instructions, please find attached correspondence regarding the above-referenced matter.

Sally Wexler|Executive Assistant to
Pat Lundvall| assistant to Rory T. Kay and
Jeff S. Riesenmy

MCDONALD CARANO WILSON LLP

2300 West Sahara Avenue, Suite 1200 | Las Vegas, NV 89102
phone (702) 257-4512|facsimile (702) 873-9966

WEBSITE



PERSONAL AND CONFIDENTIAL: This message originates from the law firm of McDonald Carano Wilson LLP. This message and any file(s) or attachment(s) transmitted with it are confidential, intended only for the named recipient, and may contain information that is a trade secret, proprietary, protected by the attorney work product doctrine, subject to the attorney-client privilege, or is otherwise protected against unauthorized use or disclosure. This message and any file(s) or attachment(s) transmitted with it are transmitted based on a reasonable expectation of privacy consistent with ABA Formal Opinion No. 99-413. Any disclosure, distribution, copying, or use of this information by anyone other than the intended recipient, regardless of address or routing, is strictly prohibited. If you receive this message in error, please advise the sender by immediate reply and delete the original message. Personal messages express only the view of the sender and are not attributable to McDonald Carano Wilson LLP.

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

Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Hours to Bill	Amount	Ref #
Client ID 4886.01 WILKES/ WOLFRAM								
4886.01	08/01/2013	12	A	7	350.00	0.50	175.00 Conference with James M. Jimmerson, Esq. regarding [REDACTED]	ARCH
4886.01	08/01/2013	2	A	5	450.00	0.75	337.50 Review opposition to Motion for Summary Judgment;	ARCH
4886.01	08/01/2013	19	A	37	350.00	1.00	350.00 Meeting with [REDACTED]	ARCH
4886.01	08/01/2013	19	A	37	350.00	0.80	280.00 Emails with opposing counsel regarding MILs.	ARCH
4886.01	08/02/2013	12	A	77	350.00	7.00	2,450.00 Draft Opposition to Motion to Compel; Conference with James M. Jimmerson, Esq. regarding same; Review Opposition to Motion regarding Accounting for James M. Jimmerson, Esq.	ARCH
4886.01	08/02/2013	19	A	37	350.00	5.00	1,750.00 Draft opposition to Motion for Summary Judgment.	ARCH
4886.01	08/05/2013	12	A	37	350.00	2.00	700.00 Continue drafting and revise Opposition to Motion to Compel; Email to James M. Jimmerson, Esq. for review.	ARCH
4886.01	08/06/2013	12	A	5	350.00	0.80	280.00 Review and finalize Opposition to Motion for Partial Summary Judgment; Finalize Opposition to Motion to Compel.	ARCH
4886.01	08/07/2013	2	A	5	450.00	0.75	337.50 Review Opposition to Motion in Limine	ARCH
4886.01	08/08/2013	1	A	1	550.00	0.80	440.00 Emails to [REDACTED]	ARCH
4886.01	08/08/2013	19	A	37	350.00	0.80	280.00 Reviewing opposing Counsel oppositions to MIL.	ARCH
4886.01	08/08/2013	19	A	37	350.00	1.50	525.00 Drafting notices of non-opp.	ARCH
4886.01	08/08/2013	19	A	37	350.00	0.50	175.00 Review Court Orders and rescheduling.	ARCH
4886.01	08/12/2013	2	A	5	450.00	0.25	112.50 Conference with [REDACTED]	ARCH
4886.01	08/12/2013	2	A	4	450.00	0.50	225.00 Prepare Phone call with with Pat Lundvall, Esq.;	ARCH
4886.01	08/13/2013	2	A	1	450.00	0.50	225.00 Telephone conference with Pat Lundvall, Esq.,	ARCH
4886.01	08/13/2013	19	A	37	350.00	1.00	350.00 Calls with [REDACTED]	ARCH
4886.01	08/14/2013	19	A	37	350.00	2.00	700.00 Drafting pretrial memo.	ARCH
4886.01	08/21/2013	1	A	7	550.00	0.30	165.00 Conference with W. Wilkes; [REDACTED]	ARCH
4886.01	08/21/2013	19	A	37	350.00	1.50	525.00 Meeting with Walt Wilkes re: [REDACTED]	ARCH
4886.01	08/21/2013	2	A	1	450.00	1.50	675.00 Meet with W. Wilkes [REDACTED]	ARCH
4886.01	08/21/2013	2	A	1	450.00	1.00	450.00 Review Defendant's reply to Motion in Limine to compel and Motion for Summary Judgment	ARCH
4886.01	08/23/2013	2	A	7	450.00	0.25	112.50 Conference with James M. Jimmerson, Esq.	ARCH
4886.01	08/23/2013	2	A	5	450.00	1.30	585.00 Review Defendant's Responses to Discovery	ARCH
4886.01	08/23/2013	19	A	37	350.00	1.20	420.00 Review discovery responses	ARCH
4886.01	08/26/2013	2	A	5	450.00	0.75	337.50 Review Answers to Interrogatories	ARCH
4886.01	08/26/2013	19	A	37	350.00	0.60	210.00 Call with opp-counsel re: rescheduling of motions; discovery responses	ARCH
4886.01	08/27/2013	19	A	37	350.00	0.30	105.00 Review & sign Stip to continue hearing	ARCH
4886.01	08/27/2013	2	A	1	450.00	1.50	675.00 Review Defendant's Reply to Motion in Limine	ARCH
4886.01	09/16/2013	12	A	37	350.00	0.40	140.00 Review Reply in Support of Motions in Limine for JMJ	ARCH
4886.01	09/16/2013	19	A	37	350.00	9.70	3,395.00 Drafting reply re: MIL's	ARCH
4886.01	09/16/2013	19	A	37	350.00	0.50	175.00 [REDACTED]	ARCH
4886.01	09/16/2013	19	A	37	350.00	0.30	105.00 Call with client re [REDACTED]	ARCH
4886.01	09/17/2013	19	A	37	350.00	0.80	280.00 Review Def't's replies on MIL's, MSJ, & Motion to Compel	ARCH
4886.01	09/18/2013	19	A	37	350.00	3.20	1,120.00 Gathering documents, draft outline send to Walt Wilkes	ARCH
4886.01	09/20/2013	19	A	37	350.00	0.50	175.00 Calls with opposing counsel re discovery & disclosures	ARCH
4886.01	09/21/2013	2	A	7	450.00	0.50	225.00 Conference with James M. Jimmerson, Esq. regarding Court Appearance	ARCH
4886.01	09/23/2013	1	A	37	550.00	3.00	1,650.00 Attended Court Appearance regarding Motion for Summary Judgment, Motion in Limine from both sides, [REDACTED]	ARCH
4886.01	09/23/2013	19	A	6	350.00	2.70	945.00 Hearing on Motions in Limine, Motion to Compel and Motion for Partial Summary Judgment.	ARCH
4886.01	09/23/2013	19	A	4	350.00	1.30	455.00 Prepare for hearings.	ARCH
4886.01	09/24/2013	19	A	8	350.00	1.20	420.00 Legal research on [REDACTED]	ARCH
4886.01	09/24/2013	19	A	4	350.00	0.50	175.00 Prepare e-mails with opposing counsel regarding: bench trial.	ARCH
4886.01	09/25/2013	19	A	4	350.00	0.80	280.00 Research on [REDACTED]	ARCH
4886.01	09/26/2013	2	A	5	450.00	0.50	225.00 Review Pretrial Disclosure	ARCH
4886.01	09/26/2013	2	A	5	450.00	1.00	450.00 Review Trial Memorandum	ARCH
4886.01	09/26/2013	2	A	5	450.00	0.50	225.00 Review Pre-trial Disclosure	ARCH
4886.01	09/26/2013	19	A	1	350.00	4.50	1,575.00 Drafting accounting supplement	ARCH
4886.01	09/26/2013	19	A	1	350.00	1.00	350.00 Drafting Pretrial Memorandum	ARCH
4886.01	09/26/2013	2	A	5	450.00	0.60	270.00 Review draft of pretrial memorandum	ARCH
4886.01	09/27/2013	2	A	5	450.00	0.75	337.50 Review transcript of Hearing, Motion for Partial Summary Judgment to Compel	ARCH
4886.01	09/27/2013	2	A	5	450.00	0.75	337.50 Review Supplemental Brief	ARCH
4886.01	09/27/2013	2	A	7	450.00	0.25	112.50 Conference with James M. Jimmerson, Esq.	ARCH
4886.01	09/27/2013	12	A	5	350.00	1.00	350.00 Review supplement to opposition to motion for partial summary judgment for James M. Jimmerson, Esq.	ARCH
4886.01	09/27/2013	19	A	1	350.00	10.50	3,675.00 Drafting [REDACTED]	ARCH
4886.01	09/27/2013	19	A	1	350.00	0.20	70.00 Review of Defendants accounting supplement	ARCH
4886.01	09/30/2013	2	A	5	450.00	0.40	180.00 Review Defendant's Supplemental Brief	ARCH
4886.01	09/30/2013	19	A	1	350.00	1.00	350.00 Trial prep, review of depositions	ARCH

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

Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Hours to Bill	Amount	Ref #
Client ID 4886.01 WILKES/ WOLFRAM								
4886.01	10/01/2013	19	A	5	350.00	1.00	350.00 Email with Opposing Counsel and drafting notice of depositions of Curtis and Stinger	ARCH
4886.01	10/02/2013	19	A	1	350.00	1.80	630.00 Trial prep-call with client regarding: [REDACTED]	ARCH
4886.01	10/03/2013	19	A	37	350.00	0.30	105.00 Review and sign Order on Motion in Limine; [REDACTED]	ARCH
4886.01	10/03/2013	19	A	37	350.00	0.50	175.00 Drafting Order on Motion to Compel.	ARCH
4886.01	10/03/2013	19	A	37	350.00	1.00	350.00 Drafting stipulation and orders.	ARCH
4886.01	10/03/2013	2	A	5	450.00	0.25	112.50 Review draft Order prepared by James M. Jimmerson, Esq.	ARCH
4886.01	10/04/2013	19	A	4	350.00	1.50	525.00 [REDACTED]	ARCH
4886.01	10/07/2013	19	A	37	350.00	0.50	175.00 Call with opposing counsel regarding pretrial memo, drafting changes.	ARCH
4886.01	10/08/2013	2	A	7	450.00	0.40	180.00 Conference with James M. Jimmerson, Esq. and James J. Jimmerson, Esq.	ARCH
4886.01	10/08/2013	2	A	5	450.00	0.25	112.50 Review Minute Order	ARCH
4886.01	10/08/2013	2	A	37	450.00	0.20	90.00 Discussion with James J. Jimmerson, Esq.	ARCH
4886.01	10/08/2013	2	A	5	450.00	0.25	112.50 Review Defendant's Objection to Plaintiff's Pretrial.	ARCH
4886.01	10/08/2013	19	A	37	350.00	1.50	525.00 Drafting order on Motion for Partial Summary Judgment.	ARCH
4886.01	10/08/2013	19	A	37	350.00	0.30	105.00 E-mails regarding partial summary judgment.I	ARCH
4886.01	10/08/2013	19	A	37	350.00	1.50	525.00 Trial preparation; calls with clients.	ARCH
4886.01	10/09/2013	19	A	4	350.00	1.00	350.00 Trial preparation regarding [REDACTED]	ARCH
4886.01	10/10/2013	19	A	4	350.00	1.80	630.00 Prepare for depositions of Curtis and Stringer.	ARCH
4886.01	10/11/2013	2	A	5	450.00	0.75	337.50 Review various e-mails and Joint Pretrial Memorandum	ARCH
4886.01	10/11/2013	19	A	37	350.00	1.10	385.00 Deposition of Curtis.	ARCH
4886.01	10/11/2013	19	A	37	350.00	0.90	315.00 Deposition of Stringer.	ARCH
4886.01	10/11/2013	19	A	37	350.00	2.40	840.00 Travel to/from Los Angeles for depositions.	ARCH
4886.01	10/11/2013	19	A	4	350.00	2.20	770.00 Prepare for depositions.	ARCH
4886.01	10/14/2013	19	A	5	350.00	1.50	525.00 Review of exhibits; Preparation for trial.	ARCH
4886.01	10/15/2013	19	A	1	350.00	6.70	2,345.00 Prepare for trial, [REDACTED]	ARCH
4886.01	10/16/2013	1	A	5	550.00	4.00	2,200.00 Review Review Non-Motions of Summary Judgement; [REDACTED]	ARCH
4886.01	10/16/2013	19	A	37	350.00	2.70	945.00 Meeting with client regarding trial preparation.	ARCH
4886.01	10/16/2013	19	A	37	350.00	4.70	1,645.00 Trial preparation on [REDACTED]	ARCH
4886.01	10/17/2013	1	A	37	550.00	3.60	1,980.00 Continued trial preparation	ARCH
4886.01	10/17/2013	19	A	37	350.00	2.20	770.00 Meeting with client regarding [REDACTED]	ARCH
4886.01	10/17/2013	19	A	37	350.00	0.20	70.00 Drafting subpoena.	ARCH
4886.01	10/17/2013	19	A	37	350.00	0.20	70.00 Call with opposing counsel regarding trial.	ARCH
4886.01	10/17/2013	19	A	37	350.00	4.60	1,610.00 Trial preparation [REDACTED]	ARCH
4886.01	10/18/2013	1	A	37	550.00	2.90	1,595.00 Trial preparation; Conference with James M. Jimmerson, Esq. ; Review of trial exhibits	ARCH
4886.01	10/18/2013	19	A	7	350.00	1.30	455.00 meeting with clients for trial preparation, [REDACTED]	ARCH
4886.01	10/19/2013	1	A	37	550.00	4.80	2,640.00 Trial Preparation continues	ARCH
4886.01	10/20/2013	1	A	37	550.00	6.00	3,300.00 Trial preparation; [REDACTED]	ARCH
4886.01	10/20/2013	19	A	37	350.00	10.00	3,500.00 Drafting Findings of Fact, Conclusions of Law and EDCR 7.27 Trial Brief.	ARCH
4886.01	10/21/2013	12	A	5	350.00	1.20	420.00 Review Confidential Trial Brief and Proposed Findings of Fact for James M. Jimmerson, Esq.	ARCH
4886.01	10/21/2013	19	A	4	350.00	10.50	3,675.00 Prepare / draft Findings of Facts/Conclusions of Law.	ARCH
4886.01	10/21/2013	19	A	1	350.00	10.00	3,500.00 Prepare/draft EDCR 7.27 memo	ARCH
4886.01	10/21/2013	1	A	87	550.00	5.80	3,190.00 Trial preparation continues	ARCH
4886.01	10/22/2013	12	A	5	350.00	1.20	420.00 Review Confidential Trial Brief; Conference with James M. Jimmerson, Esq. regarding same [REDACTED]	ARCH
4886.01	10/22/2013	2	A	5	450.00	1.25	562.50 Review 7.27 Brief	ARCH
4886.01	10/22/2013	2	A	5	450.00	0.75	337.50 Review final trial brief	ARCH
4886.01	10/22/2013	19	A	4	350.00	8.00	2,800.00 Prepare / draft EDCR 7.27 memo	ARCH
4886.01	10/22/2013	19	A	4	350.00	2.00	700.00 Trial prep, [REDACTED]	ARCH
4886.01	10/22/2013	19	A	2	350.00	0.50	175.00 Telephone call to opposing counsel regarding: orders.	ARCH
4886.01	10/22/2013	19	A	4	350.00	4.00	1,400.00 Trial prep [REDACTED]	ARCH
4886.01	10/22/2013	1	A	87	550.00	6.00	3,300.00 Trial preparation	ARCH
4886.01	10/23/2013	5	A	37	225.00	1.00	225.00 Research [REDACTED]	ARCH
							Meeting with Lynn M. Hansen, Esq. regarding [REDACTED]	
							Meeting with Kim Stewart regarding same (1.0)	
4886.01	10/23/2013	15	A	37	250.00	1.00	250.00 Office conference with Kim Stewart and research regarding [REDACTED]	ARCH

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

Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Hours to Bill	Amount		Ref #
Client ID 4886.01 WILKES/ WOLFRAM									
4886.01	10/23/2013	2	A	7	450.00	0.25	112.50	Conference with James M. Jimmerson, Esq. regarding trial exhibits.	ARCH
4886.01	10/23/2013	2	A	6	450.00	3.75	1,687.50	Attend Trial	ARCH
4886.01	10/23/2013	2	A	45	450.00	1.00	450.00	Meeting during lunch	ARCH
4886.01	10/23/2013	19	A	6	350.00	4.00	1,400.00	Trial prep - [REDACTED]	ARCH
4886.01	10/23/2013	19	A	6	350.00	1.00	350.00	trial prep [REDACTED]	ARCH
4886.01	10/23/2013	19	A	6	350.00	7.00	2,450.00	Trial	ARCH
4886.01	10/23/2013	1	A	87	550.00	10.00	5,500.00	Day 1 of Trial commences; [REDACTED]	ARCH
4886.01	10/24/2013	2	A	45	450.00	1.00	450.00	Meeting with James M. Jimmerson, Esq., James J. Jimmerson, Esq. and J. Wolfram.	ARCH
4886.01	10/24/2013	2	A	6	450.00	4.50	2,025.00	Attend trial	ARCH
4886.01	10/24/2013	19	A	6	350.00	7.00	2,450.00	Trial.	ARCH
4886.01	10/24/2013	19	A	6	350.00	3.50	1,225.00	Trial prep - [REDACTED]	ARCH
4886.01	10/24/2013	1	A	5	550.00	9.00	4,950.00	Revise Confidential Brief and submitted same to Judge Early; Day 2 of Trial	ARCH
4886.01	10/25/2013	19	A	6	350.00	2.50	875.00	Attend meeting with [REDACTED]	ARCH
4886.01	10/25/2013	19	A	6	350.00	2.50	875.00	Attend meeting with [REDACTED]	ARCH
4886.01	10/25/2013	19	A	2	350.00	1.00	350.00	Telephone call to opposing counsel regarding: trial settlement.	ARCH
4886.01	10/25/2013	19	A	4	350.00	3.00	1,050.00	Trial prep: [REDACTED]	ARCH
4886.01	10/26/2013	1	A	1	550.00	6.50	3,575.00	Trial preparation for Day 3 on Monday; Examination	ARCH
4886.01	10/27/2013	1	A	1	550.00	4.30	2,365.00	Continued preparation and outline of Order of Examination and Order of Exhibits received; [REDACTED]	ARCH
4886.01	10/28/2013	2	A	7	450.00	0.20	90.00	Conference with James M. Jimmerson, Esq.	ARCH
4886.01	10/28/2013	19	A	6	350.00	9.00	3,150.00	Trial.	ARCH
4886.01	10/28/2013	19	A	6	350.00	3.50	1,225.00	Trial prep: [REDACTED]	ARCH
4886.01	10/28/2013	1	A	5	550.00	10.00	5,500.00	Day 3 of trial; prepared for same and prepared for Tuesday's trial	ARCH
4886.01	10/29/2013	12	A	7	350.00	1.00	350.00	Conference with James M. Jimmerson, Esq. regarding [REDACTED]	ARCH
4886.01	10/29/2013	2	A	6	450.00	3.00	1,350.00	Attend Trial	ARCH
4886.01	10/29/2013	2	A	7	450.00	0.75	337.50	Conference with James M. Jimmerson, Esq. and James J. Jimmerson, Esq.	ARCH
4886.01	10/29/2013	2	A	6	450.00	0.20	90.00	Attend Conference call with Judge	ARCH
4886.01	10/29/2013	19	A	6	350.00	7.00	2,450.00	Trial	ARCH
4886.01	10/29/2013	19	A	6	350.00	4.50	1,575.00	Trial preparation; [REDACTED]	ARCH
4886.01	10/29/2013	1	A	1	550.00	9.00	4,950.00	Day 4 of trial	ARCH
4886.01	10/30/2013	2	A	37	450.00	0.50	225.00	Dictate Order to Show Cause	ARCH
4886.01	10/30/2013	19	A	6	350.00	7.50	2,625.00	Trial	ARCH
4886.01	10/30/2013	19	A	6	350.00	5.00	1,750.00	trial prep- [REDACTED]	ARCH
4886.01	10/30/2013	1	A	87	550.00	9.50	5,225.00	Day 5 of Trial conference with clients	ARCH
4886.01	10/31/2013	2	A	7	450.00	0.50	225.00	Conference with James J. Jimmerson, Esq.	ARCH
4886.01	10/31/2013	19	A	6	350.00	4.50	1,575.00	Attend @ [REDACTED]	ARCH
4886.01	10/31/2013	19	A	6	350.00	1.00	350.00	Attend meeting with James J. Jimmerson, Esq. and Lynn M. Hansen, Esq. regarding: [REDACTED]	ARCH
4886.01	11/08/2013	19	A	1	350.00	0.20	70.00	Email to opposing counsel.	ARCH
4886.01	11/14/2013	19	A	6	350.00	1.00	350.00	Attend meeting with opposing counsel regarding: settlement.	ARCH
4886.01	11/14/2013	1	A	7	550.00	2.00	1,100.00	Conference with Pat Lundvall and Aaron Shipley regarding settlement talks; [REDACTED]	ARCH
4886.01	11/22/2013	19	A	6	350.00	1.50	525.00	Attend meeting with client.	ARCH
4886.01	11/25/2013	19	A	6	350.00	2.00	700.00	Attend meeting with client [REDACTED]	ARCH
4886.01	11/27/2013	19	A	4	350.00	1.50	525.00	Prepare [REDACTED]	ARCH
4886.01	12/06/2013	2	A	5	450.00	2.25	1,012.50	Review exhibits and notes for trial.	ARCH
4886.01	12/06/2013	2	A	7	450.00	0.25	112.50	Conference with Stephanie Spilotro regarding [REDACTED]	ARCH
4886.01	12/06/2013	2	A	37	450.00	0.75	337.50	Organize trial documents with Stephanie Spilotro	ARCH
4886.01	12/07/2013	19	A	4	350.00	4.50	1,575.00	Prepare for trial.	ARCH
4886.01	12/07/2013	1	A	37	550.00	6.00	3,300.00	Began preparation for beginning of trial (3rd) week of trial on Monday; [REDACTED]	ARCH


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

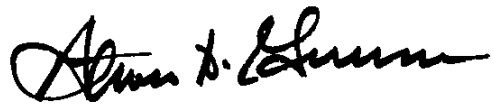
Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Hours to Bill	Amount	Ref #
Client ID 4886.01 WILKES/ WOLFRAM								
							Telephone conference with James M. Jimmerson, Esq.	
4886.01	12/08/2013	19	A	4	350.00	6.00	2,100.00	ARCH
4886.01	12/08/2013	1	A	37	550.00	12.00	6,600.00	ARCH
							All day preparation of continuation of trial, week 3;	
							Conference with J. Wolfram and Shawn M. Goldstein, Esq	
4886.01	12/09/2013	15	A	37	250.00	0.30	75.00	ARCH
							Office conference with James J. Jimmerson, Esq. and research regarding	
4886.01	12/09/2013	2	A	6	450.00	9.50	4,275.00	ARCH
							Attend Trial and prepare memo	
4886.01	12/09/2013	19	A	6	350.00	10.00	3,500.00	ARCH
4886.01	12/09/2013	1	A	37	550.00	13.50	7,425.00	ARCH
							Attended Day 6 of trial before Judge Early;	
							Office conference with James J. Jimmerson, Esq. and research and preparation for Trial (1); Attend Trial with James J. Jimmerson, Esq. and James M. Jimmerson, Esq. (4.5);	
4886.01	12/10/2013	15	A	37	250.00	5.50	1,375.00	ARCH
							Attend Trial	
4886.01	12/10/2013	2	A	6	450.00	7.00	3,150.00	ARCH
4886.01	12/10/2013	19	A	6	350.00	10.00	3,500.00	ARCH
4886.01	12/10/2013	1	A	37	550.00	10.00	5,500.00	ARCH
							Attended Day 7 of trial;	
							Review e-mail from James J. Jimmerson, Esq.; call with James M. Jimmerson, Esq. regarding	
4886.01	12/11/2013	2	A	5	450.00	0.60	270.00	ARCH
							Review and edit trial subpoenas	
4886.01	12/11/2013	2	A	5	450.00	0.50	225.00	ARCH
4886.01	12/11/2013	2	A	37	450.00	0.25	112.50	ARCH
4886.01	12/11/2013	15	A	5	250.00	3.20	800.00	ARCH
							Review and analyze James J. Jimmerson, Esq. email regarding service of Trial subpoenas and assist with same (.6); Telephone conference with James M. Jimmerson, Esq. regarding	
							(.3); Work with James J. Jimmerson, Esq. and James M. Jimmerson, Esq. regarding	
							(1.5); Multiple copies of documents per James J. Jimmerson, Esq. and James M. Jimmerson, Esq. for tomorrow's hearing (.8)	
4886.01	12/11/2013	19	A	4	350.00	3.00	1,050.00	ARCH
4886.01	12/11/2013	1	A	37	550.00	5.00	2,750.00	ARCH
							Prepare for trial.	
							Prepared for continued trial;	
4886.01	12/12/2013	2	A	6	450.00	7.50	3,375.00	ARCH
4886.01	12/12/2013	15	A	5	250.00	3.00	750.00	ARCH
							Review James J. Jimmerson, Esq.'s email and	
							(1.0); Review James J. Jimmerson, Esq. email, office conference with James M. Jimmerson, Esq. and further assistance with Trial prep for tomorrow (1.5);	
							(.5)	
4886.01	12/12/2013	19	A	6	350.00	10.00	3,500.00	ARCH
4886.01	12/12/2013	1	A	37	550.00	13.00	7,150.00	ARCH
							Attended Day 8 of Trial;	
							repared for tomorrow's final day	
4886.01	12/13/2013	15	A	37	250.00	3.70	925.00	ARCH
							Arrive early to assist James J. Jimmerson, Esq. with trial prep (.5); Telephone conference with James J. Jimmerson, Esq. regarding	
							(.4); Office conference with James J. Jimmerson, Esq. and	
							(1); Download findings of fact, conclusions of law and order and deliver to Court (.8); Prepare documents for closing argument per James J. Jimmerson, Esq. (1);	
4886.01	12/13/2013	19	A	6	350.00	13.00	4,550.00	ARCH
4886.01	12/13/2013	1	A	37	550.00	16.00	8,800.00	ARCH
							Attend Trial and Prep for Trial.	
							Day 9 of Trial; final day testimony completed; lengthy argument given by both sides;	

Date: 06/29/2015

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

Page: 7

Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Hours to Bill	Amount	Ref #
Client ID 4886.01 WILKES/ WOLFRAM								
								
Total for Client ID 4886.01					Billable	653.35	270,517.50	WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA
GRAND TOTALS								
					Billable	653.35	270,517.50	



CLERK OF THE COURT

MSTR

JAMES J. JIMMERSON, ESQ.

Nevada Bar No.: 00264

HOLLY A. FIC, ESQ.

Nevada Bar No.: 007699

JIMMERSON HANSEN, P.C.

415 South Sixth Street, Suite 100

Las Vegas, Nevada 89101

Tel No.: (702) 388-7171;

Fax No.: (702) 388-6406

jjj@jimmersonhansen.com

haf@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

**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**

COMES NOW, Plaintiffs JAMES WOLFRAM, ANGELA L. LIMBOCKER-WILKES as trustee of the WALTER D. WILKES AND ANGELA L. LIMBOCKER-WILKES LIVING TRUST (hereinafter PLAINTIFFS), by and through their counsel James J. Jimmerson, Esq., and Holly A. Fic, Esq., of JIMMERSON HANSEN, P.C., and moves this Court for an Order striking that certain "Judgment" filed June 15, 2015 in its entirety, and duplicative of final two (2) Orders and Judgments entered on June 25, 2014 and May 13, 2015, and the document is a fugitive document. See, N.R.C.P. 52(b) and N.R.C.P. 59.

1 The basis for this Motion is that the Court has previously entered its final Judgment
2 on liability and damages by the Court entering of its Findings of Fact, Conclusions of Law
3 and Order filed June 25, 2014, a copy of which is attached hereto as Exhibit "1," and the
4 Court's final Order regarding Accounting by its Findings of Fact and Conclusions of Law
5 and Supplemental Briefing Re: Future Accounting, filed on May 13, 2015, a copy of which
6 is attached hereto as Exhibit "2." Each of these final Judgments were accompanied by
7 Notice of Entry of each set of Findings, Conclusions and Orders. They were final Orders of
8 the Court. No further issues for the Court needed to be decided or rendered, and with the
9 Court's final Order of May 13, 2015, the case was complete. The Court, on May 13, 2015,
10 specifically incorporated by reference the Court's Findings of Fact, Conclusions of Law and
11 Order of June 25, 2014. As such, that certain "Judgment" prepared by the Defendant and
12 filed with the Court on June 15, 2015, is unnecessary and duplicative of the final Orders
13 previously entered by the Court and as such should be stricken as a fugitive or unnecessary
14 and confusing document. In addition, it is not a fair statement by the Court's previous Order,
15 and contains false and fraudulent Findings and Order.
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1 This Motion is based upon the papers and pleadings on file in this matter, the
2 Transcripts of the Court's Trial between October 23, 2013 and December 13, 2013, Affidavit
3 of James J. Jimmerson, Esq., attached hereto as Exhibit "4," and such other further
4 documents and arguments that may come before the Court.

5 DATED this 27 day of June, 2015.

6 JIMMERSON HANSEN, P.C.

7
8 
9 JAMES J. JIMMERSON, ESQ.

10 Nevada Bar No.: 00264

11 HOLLY A. FIC, ESQ.

12 Nevada Bar No.: 007699

13 415 South Sixth Street, Suite 100

14 Las Vegas, Nevada 89101

15 jjj@jimmersonhansen.com

16 haf@jimmersonhansen.com

17 Attorneys for Plaintiffs
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NOTICE OF MOTION

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD HEREIN:

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the undersigned will bring MOTION TO STRIKE "JUDGMENT", ENTERED JUNE 15, 2015 AS UNNECESSARY AND DUPLICATIVE ORDERS OF FINAL ORDERS ENTERED ON JUNE 25, 2014 AND MAY 13, 2015, AND AS SUCH, IS A FUGITIVE DOCUMENT on for hearing before the above-entitled Court on the 5 day of AUG, 2015, at the hour of 9:00 AM .m., or as soon thereafter as counsel may be heard.

DATED this _____ day of June, 2015.

JIMMERSON HANSEN, P.C.


JAMES J. JIMMERSON, ESQ.
Nevada Bar No.: 00264
HOLLY A. FIC, ESQ.
Nevada Bar No.: 007699
415 South Sixth Street, Suite 100
Las Vegas, Nevada 89101
jjj@jimmersonhansen.com
haf@jimmersonhansen.com
Attorneys for Plaintiffs

MEMORANDUM OF POINTS AND AUTHORITIES

A. STATEMENT OF FACTS

1. The case was commenced by Plaintiffs' Complaint filed December 29, 2010. An Amended Complaint was filed on January 14, 2011. The Second Amended Complaint was filed, after permission from the Court was received, on June 6, 2013. All three (3) Complaints were the same in alleging three (3) Claims for Relief: 1. Request for An Accounting due to Defendant's failure to keep the Plaintiffs reasonably informed; 2. Defendant's Breach of Contract for failing to keep the Plaintiffs reasonably informed; and 3. Defendant's Breach of the Implied Covenant of Good Faith and Fair Dealing for failing to keep the Plaintiffs reasonably informed. The Second Amended Complaint was filed by the Plaintiffs, after being approved by the Court, to specifically identify a portion of Plaintiffs' attorney's fees as direct damages as result of Defendant's failure to keep the Plaintiffs reasonably informed.

2. The case went through substantial discovery between January, 2011, to the Summer of 2013. Dispositive Motions were filed by the Defendant in the Spring of 2013, and were denied by the Court. In those Motions, there was extensive briefing with regard to the nature and status of the case, the status and nature of discovery taken to that point, and the parties' respective overall view and understanding of the nature and gravamen of this case.

3. Trial commenced on October 23, 2013. Due to the Trial extending beyond either party's expectations, and due to the Court own heavy calendars, the case continued from time-to-time as to the Court's availability for Trial dates, and the Trial completed on December 13, 2013. The Trial lasted approximately nine (9) days, over two (2) months: October 23, 24, 28, 29, and 30, 2013, and December 9, 10, 12, and 13, 2013.

4. The Court heard lengthy opening statements presented by each party's counsel, and lengthy closing arguments and summations argued by Plaintiffs' and Defendant's counsel. In addition, the Court requested, and received from each party, each party's

1 proposed Findings of Fact and Conclusions of Law and proposed Orders/Judgment that
2 each party sought the Court to entertain based upon the evidence that was introduced at
3 time of trial. A reading of final summations reveals that the proposed Findings of Fact and
4 Conclusions of Law and Order/Judgment posed by each party, provided a skeleton or
5 outline of each party's final arguments before the Court.

6 5. After extensive review of the record, the Court issued its final Findings of Fact and
7 Conclusions of Law and Orders, filed June 25, 2014. Said Findings of Fact and Conclusions
8 of Law and Order is attached hereto as Exhibit "1." The Court found in favor the Plaintiffs
9 and against the Defendant on each of the three (3) Claims for Relief Plaintiffs brought
10 against Defendant. Specifically, the Court found that Plaintiffs were entitled to an
11 accounting inasmuch as there was a special relationship between the parties, Defendant
12 possessed a superior-knowledge of its purchase of land and location of land, and Defendant
13 owed a duty to Plaintiffs to keep them reasonably informed, and Defendant failed to do so.
14 As such, as accounting was ordered. Specifically, the Court stated as follows:
15

16 The Court orders both parties to provide to the Court within 60 days after
17 entry of this order supplemental briefs detailing what information should be
18 provided – and under what circumstances – by Pardee to Plaintiffs
19 consistent with this decision. The Court will schedule after receiving the
20 supplemental briefs further proceedings to determine what information
should be provided by Pardee to Plaintiffs, and their heirs when applicable,
as an accounting.

21 6. Further, within the Court's final Findings of Fact and Conclusions of Law and Order,
22 filed June 25, 2014 (see, Exhibit "1," attached hereto), the Court found that Defendant had
23 breached its written Commission Letter Agreement (hereinafter "contract") of September 1,
24 2004, by failing to keep the Plaintiffs reasonably informed. Specifically, the Court found that
25 Defendant owed to Plaintiffs an obligation and duty to keep the Plaintiffs reasonably
26 informed with regard to Defendant Pardee Homes' (hereinafter "Pardee") purchase of real
27 estate designated for single-family residential use, which the Defendant failed to do. As a
28

1 result of Defendant's breach of its contract with Plaintiffs, Defendant caused Plaintiffs
2 damages in the sum of \$141,500.00, composed of \$6,000.00 in time for Plaintiff, James
3 Wolfram, and \$135,500.00 in attorney's fees that the Court awarded. Total of the Judgment
4 of \$141,500.00. (See, Findings of Fact and Conclusions of Law and Order 20, 21, and the
5 Court's final Judgment.

6 The Court finds that Defendant Pardee Homes of Nevada is liable to Plaintiffs
7 for breach of contract, breach of the covenant of good faith and fair dealing,
8 and its failure to account to Plaintiffs regarding the information concerning the
9 development of Coyote Springs because it pertained to Plaintiffs' present and
potential future commissions. Damages are to be awarded to Plaintiffs from
Defendant in an amount totaling \$141,500.00.

10 7. Further, as stated above, the Court found in favor of Plaintiffs on Plaintiffs Third
11 Claim for Relief, finding that Defendant breach the Implied Covenant of Good Faith and Fair
12 Dealing contained within their written contract, specifically finding that Defendant had failed
13 to keep Plaintiffs reasonably informed. The Court further found that the failure to keep the
14 Plaintiffs reasonably informed and its breach of Implied Covenant of Good Faith and Fair
15 Dealing had caused Plaintiffs damages as stated above, in the sum of \$141,500.00. *Id.*

16 8. Lastly within the Findings of Fact and Conclusions of Law and Order, the Court
17 Ordered, that upon Defendant Pardee's Counterclaim for Breach of the Implied Covenant
18 of Good Faith and Fair Dealing, that the Plaintiffs were not liable to Defendant, Pardee, and
19 that no damages would be awarded to Defendant, and that Defendant's Counterclaim that
20 the Plaintiffs had breached the Implied Covenant of Good Faith and Fair Dealing within the
21 contract, was without merit and dismissed the same with prejudice.

22 The Court specifically stated:

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

26 9. Finally, the Court ordered that an Accounting be provided in the form of each party
27 submitting to the Court Briefing with regard to how best to keep the Plaintiffs reasonably
28

1 informed with regard to Defendant Pardee's further purchases of Option Property
2 designated for use as single-family residential homes in the future, for the remainder of the
3 forty (40) year contract that existed between Pardee and Coyote Springs, Investment, LLC
4 of the Coyote Springs project.

5 Specifically, the Court directed the parties as follows:

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

12 10. See, the final Order of the Court, attached hereto as Exhibit "1". As such, the Orders
13 were final on June 25, 2014. They were without question final by May 13, 2015, unless the
14 Court issued its final Orders or Findings of Fact, Conclusions of Law. No one sought to
15 appeal the Court's final Orders.

16 11. After, the parties submitted Briefs to the Court in compliance with the Court's
17 direction regarding what notice and/or further accounting was needed to be provided by the
18 Defendant to the Plaintiffs to keep the Plaintiffs reasonably informed for the remaining thirty-
19 one (30) plus years of the contract that remained consistent with the Court's Findings of
20 Fact and Conclusions of Law and Order filed June 25, 2014. On August 14, 2014, the Court
21 learned of Walt Wilkes' passing, and allowed his Trust, WALTER D. WILKES and ANGELA
22 L. LIMBOCKER-WILKES LIVING TRUST, ANGELA L. LIMBOCKER-WILKES,
23 TRUSTEE, to be substituted as a party Plaintiff pursuant to N.R.C.P. 25. See, the Court's
24 Order, filed August 14, 2014. Further, by virtue of the fact that the remaining term of the
25 contract even after the ten (10) years had passed from September 1, 2004 to the Court's
26 decision of June 25, 2014, thirty (30) plus years still remain on the contract, and that the
27 remaining natural Plaintiff, JAMES WOLFRAM, would likely also pass before the expiration
28 of the contract, the obligation of the Defendant, Pardee to keep the Plaintiffs, including their

1 heirs, successors, and assigns, reasonably informed, would require official notice in a
2 manner to let JAMES WOLFRAM's and WALT WILKES' wives and children learn and know,
3 and to keep each reasonably informed, of Pardee's activities at Coyote Springs, and
4 particularly its purchase of Option Property and designation of future residential home
5 construction entitling the Plaintiffs, or their successors or assigns, to further commissions.

6 12. As part of this case, the Plaintiffs were unaware of how many acres Defendant,
7 Pardee had actually purchased from Coyote Springs Investments, LLC, and, of those acres,
8 how many acres were designated for residential use entitling the Plaintiffs to a real estate
9 commission under the terms of the June 1, 2004 Option Agreement. Plaintiffs also
10 contended that Defendant had exercised, although failing to comply with the technical terms
11 of the contract or how to do so, the purchase of Option Property, as that term was defined
12 within the Option Agreement, dated June 1, 2004, by changing the direction and location of
13 its initial purchase of property northerly along the state highway, and instead selecting to
14 build easterly beyond the designated borders of Parcel One (1), specifically defined in the
15 June 1, 2004 Option Agreement, and the Second Amendment to the Option Agreement,
16 dated September 1, 2004. See Trial Exhibits "1" and "5".

17 13. In that regard, the Court found that the June 1, 2004 Option Agreement allowed
18 Defendant to relocate the property that it was going to build upon, designated as Purchase
19 Price Property, and instead of being located within Parcel One (1), as shown within the
20 Exhibits to the June 1, 2004 Option Agreement, allowed to build easterly and upon acreage
21 the Plaintiffs underlined for the Option Agreement was Option Property as therein defined.
22 As a result, the Court found that Defendant's change regarding where it was going to build
23 its \$84 million worth of real estate, from building north, to building east, detailed with the
24 Amended and Restated Option Agreement, dated March 23, 2005, about which document
25 the Plaintiffs had not been party to consulted prior to its execution. By notice of this finding
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27
28

1 by the Court, no further commissions were due and owing by Defendant to Plaintiffs beyond
2 those already paid of approximately \$2.6 million. The Court further found that through
3 acquired information during the course of the extended trial that Defendant, Pardee had re-
4 designated from multi-family property to single-family production residential property for
5 which Plaintiffs had not been paid a commission. That Plaintiffs learned during trial that
6 Pardee had re-designated property it had purchased from Coyote Springs that originally
7 was to be for multi-family use, to single-family production residential use, which under the
8 terms of the parties' Commission Agreement, would have, in Plaintiffs' view, entitled
9 Plaintiffs to a further commission payment. Thus, despite Plaintiff's discovery mid-trial of
10 Defendant's re-designation of property from multi-family to residential, which under the
11 terms of the June 1, 2004 Option Agreement, Plaintiffs' believed they would have been
12 entitled to a further commission, the Court found that the re-designation of property by
13 Pardee within the Option Agreement did not entitle the Plaintiffs to an additional commission
14 and, as such, no further commissions were found to be due and owing by the Defendant to
15 the Plaintiffs. See Finding 36, p. 8, Exhibit "1", attached hereto.
16

17
18 14. It should be noted that within the Opening Statements of each counsel made before
19 the Court, and by the final summations of each party, including the proposed Findings of
20 Fact, Conclusions of Law and Orders submitted by each party at the Court's request, neither
21 party, and particularly as it relates to the issue before this Court, certainly not the Plaintiffs
22 ever asked for a specific money damage award based upon what it claimed was past due
23 commissions except for the discovery by the Plaintiffs during the course of trial that the
24 Defendant, without any notice to the Plaintiffs, had re-designated a portion of its formerly
25 designated multi-family property to single family residential property, which otherwise would
26 have entitled the Plaintiffs to additional commission, and Plaintiffs asked that an Accounting
27 be made by the Defendant to the Plaintiffs of the amount of acreage so re-designated, and
28

1 award the Plaintiffs, after the accounting, the money that would be mathematically
2 calculated would be due and owing. Likewise, the Plaintiffs sought, as part of their final
3 summation, an Accounting from the Court that would occur following the Court's entry of its
4 final Findings of Fact, Conclusions of Law and Orders, to ascertain the specific amount of
5 Option Property designated for single family residential production property that had been
6 purchased by Defendant from Coyote Springs, Inc., which under the terms of the Option
7 Agreement of June 1, 2004, would entitle the Plaintiffs to possibly receive to further
8 commissions and to know what monies were due and owing, if any. Defendants, as they
9 argued claimed it had the right to change the location of the property upon which it built,
10 that instead of building North within Parcel 1 as defined within the June 1, 2004 Option
11 Agreement, it could build easterly in to what was then denominated Option Property on the
12 border of Parcel 1, which it ultimately did develop. The Court's Final Orders ruled in favor
13 of the Defendant and against the Plaintiffs in a Finding but did not issue Orders, regarding
14 the same, as Finding simply reduced the amount of damages Plaintiffs may have eventually
15 received. The issue was a subsection of Plaintiffs' Third Claim for Relief found within the
16 Complaint. All Orders, or all Judgments, were specifically in favor of the Plaintiffs and
17 against the Defendant.
18

19
20 15. Knowing the Court's entry of its Findings of Fact, Conclusions of Law and Order
21 dated June 25, 2014, the Court entered its Order regarding an accounting. The Court stated
22 as follows:

23 "The Court orders both parties to provide to the Court within 60 days after
24 entry of this order supplemental briefs detailing what information should be
25 provided – and under what circumstances – by Pardee to Plaintiffs
26 consistent with this decision. The Court will schedule after receiving the
27 supplemental briefs further proceedings to determine what information
28 should be provided by Pardee to Plaintiffs, and their heirs when applicable,
as an accounting."

16. In compliance with the Court's Orders, the parties submitted to the Court, their

1 respective Briefs with regard to what accounting was needed in light of the Court's entry of
2 final Findings of Facts, Conclusions of Law and Orders filed June 25, 2014. Thereafter, the
3 Court did not feel any testimony was required. The Court did hold a hearing in Chambers
4 on February 10, 2015. The Court's heard the positions of each party with regard to what
5 accounting was needed, and the Court also noted the passing of Plaintiff Walt Wilkes. The
6 Estate of Walt Wilkes, by and through the Walter D. Wilkes and Angela D. Limbocker-Wilkes
7 Living Trust, with Angela Wilkes as the Trustee and Thomas Wiles as Successor Trustee,
8 were to substitute in as the Plaintiff in this case.
9

10 17. On May 13, 2015, the Court entered its Final Order regarding accounting, compelling
11 Defendant to provide written declaration from the Defendant and information from the
12 Defendant that would be required of the Defendant to deliver to the Plaintiffs throughout the
13 remaining 30 years of the contract, to meet Defendant's obligation to keep Plaintiffs
14 reasonably informed as set forth in the parties' Commission Agreement of September 1,
15 2004. The Court's Final Order of May 13, 2015, states in part as follows:
16

17 "IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREES that, in
18 compliance with the Court's Decision, Pardee provide the following to Plaintiffs in the
19 future to keep them reasonably informed pursuant to the Commission Agreement:

20 Within fourteen (14) days of the relevant event described below, Pardee shall
21 provide Plaintiffs with courtesy copies of the following:

- 22 a) All public- recorded documents related to any transaction involving Pardee's
23 purchase of Option Property from CSI;
- 24 b) Each written option exercise notice given pursuant to Paragraph 2 of the Option
25 Agreement, together with information as to the number o acres involved and the
26 scheduled closing date;
- 27 c) A parcel map which reflects the exact location of the related Option Property, if
28 one is available;
- d) Documents that reflect the purchase price of the Option Property, along with a
breakdown of the calculation of commission owed pursuant to paragraph (iii) of
the Commission Agreement; and
- e) Pardee shall notify Plaintiffs which escrow company will handle any Option
Property purchases.

1 18. This Order and Findings of Facts, Conclusions of Law and Supplemental Briefing for
2 Future Accounting filed May 13, 2015 completed the Court's work and completed this case
3 in Plaintiffs' opinion. No further Orders were needed or requested by the Court and no
4 further Orders were needed.

5 19. Notwithstanding the same, the Defendant Pardee, on its own, and without any prior
6 input from the Plaintiffs, submitted to the Court on or about May 28, 2015, the so-called
7 proposed "Judgment" which the Court signed and filed on or about June 15, 2015. See
8 Exhibit 3 attached. Presumably the Court waited the time between May 28, 2015, and
9 June 15, 2015, Plaintiffs assume on the basis that if the Plaintiffs disagreed with the
10 proposed Judgment or the wording of the same, it would notify the Court in a reasonable
11 time period. Since the Plaintiffs were unaware of the proposed Judgment, the Plaintiffs did
12 not contact the Court as to its objection to the presentation of a Judgment in the first place,
13 let alone the words contained within the Judgment which are also false and fabricated and
14 totally inconsistent with the Court's final Findings of Fact, Conclusions of Law and Orders
15 filed a year earlier on June 25, 2014, Exhibit "1" hereto. See also Affidavit of James J.
16 Jimmerson, Esq., attached hereto.
17
18

19 20. Specifically, the Defendant knows that Plaintiffs' counsel does not routinely read his
20 emails and that the Defendant had been specifically advised of the same in writing. If letters
21 or documents were going to be sent to Mr. Jimmerson, by email and not by hard copy via
22 United States Mail, Defendant's counsel was requested to copy Plaintiffs' chief counsel Mr.
23 Jimmerson's legal assistant, Kim Stewart, and his then associate counsel, Burak Ahmed,
24 Esq. See Plaintiffs' correspondence to Defendant dated September 15, 2014, which was
25 necessitated because the Defendant had failed to notify Plaintiffs' counsel, Mr. Jimmerson,
26 Esq., of its filing in the Fall of 2014. See, Exhibit "5," attached hereto. Nonetheless, the
27 Defendant failed to do so knowing specifically that the Plaintiffs' lead counsel would be
28

1 unaware of the email. Notably, the Defendant did not send the Plaintiffs a hard copy of the
2 proposed so-called Judgment through the mail as they had always claimed to have done in
3 the past. Thus, the Plaintiffs were unaware of the proposed Judgment being submitted to
4 the Court, and the Court signed the same and entered the same on June 15, 2015.

5 21. The Court is requested to review the language drafted by the Defendant Pardee and
6 compare it to the Court's Findings of Facts, Conclusions of Law and Orders filed June 25,
7 2014, Exhibit '1' hereto. Specifically, the Court within its Findings of Facts, Conclusions of
8 Law and Order, ordered as follows:
9

10 "1. The Court finds that Defendant Pardee Homes of Nevada is liable to
11 Plaintiffs for breach of contract, breach of the covenant of good faith and fair dealing,
12 and its failure to account to Plaintiffs regarding the information concerning the
13 development of Coyote Springs because it pertained to Plaintiffs' present and
14 potential future commissions. Damages are to be awarded to Plaintiffs from
15 Defendant in an amount totaling \$141,500.00.

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

19 3. The Court orders both parties to provide to the Court within 60 days
20 after entry of this order supplemental briefs detailing what information should be
21 provided - and under what circumstances — by Pardee to Plaintiffs consistent
22 with this decision. The Court will schedule after receiving the supplemental briefs
23 further proceedings to determine what information should be provided by Pardee
24 to Plaintiffs, and their heirs when applicable, as an accounting."

25 22. Thereafter, with the Court's briefing, the Court entered its final Order on Findings of
26 Fact, Conclusions of Law and Order based on supplemental briefing regarding future
27 accounting on May 15, 2015, see Exhibit "2" attached hereto. The Court specifically
28 incorporated by reference its previous Findings of Facts, Conclusions of Law and Order,
dated June 25, 2014, Exhibit "1" attached hereto, as the Court's final Order and Judgment.
No further Orders were contemplated by the Court, were needed by the Court, or were called
for by either party. The so-called proposed "Judgment" submitted by Defendant unilaterally
was unnecessary, is confusing upon the record, particularly as the final Orders are already

1 entered, and as such, it constitutes a fugitive document. It should be stricken. But the
2 Defendant, Pardee, had an ulterior motive in submitting its proposed Judgment. The ulterior
3 motive was to seek to have the Court sign a Judgment that deemed the fabricated and false
4 Finding at Page 2, Lines 8 through 13, and the false Order at Page 2, Lines 18 through 23,
5 which wrongly purports to enter a Judgment "against Plaintiff and for Pardee as to Plaintiffs'
6 claim for \$1.8 Million in damages related to loss of future commissions under the Commission
7 Agreement. Pardee has not breached the Commission Agreement in such a way as to deny
8 Plaintiffs any future commissions, and Pardee has paid all commissions due and owing under
9 the Commission Agreement." This sentence in this Order completely distorts the Court's
10 Findings and Orders. At no time did the Court enter Judgment against the Plaintiffs and for
11 Pardee within its Findings of Fact, Conclusions of Law and Order of June 25, 2014.

13 Further, at no time did the Plaintiffs please in its Complaint or Amended Complaint
14 any claim for \$1.8 Million in damages. Further, at no time did Plaintiffs introduce any testimony
15 seeking \$1.8 Million in damages, nor did they introduce any exhibits that sought to prove \$1.8
16 Million in damages. A review of Plaintiffs' Complaint, which this Court has probably
17 memorized by now, is very simple and straight forward, it is a Complaint for information and
18 documents. It seeks an accounting from the Plaintiff in its First Claim as a result of
19 Defendant's failure to keep Plaintiffs reasonably informed. It seeks money damages
20 associated with the Defendant's failure to keep Plaintiffs informed both in breach of contract
21 and by breach of the implied covenant in good faith and fair dealing, Counts II and III.
22 Nowhere is there a Complaint for unpaid commissions in the sum of \$1.8 Million or any other
23 sum. Why would Defendant Pardee insert this fraudulent language? In order to avoid Pardee
24 from having to pay the Judgment entered against it, and in an effort to advance a claim for
25 attorneys' fees in the absurd sum of nearly \$600,000.00, of which Pardee prevaricates and
26 states that "90% of the fees" were dedicated to defeating the Plaintiffs' claim for \$1.8 Million
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1 in unpaid commissions. Pardee wants the Court to reverse its final Orders and find Defendant
2 Pardee as the "prevailing" party. Defendant Pardee's position is specious and it constitutes
3 bad faith in the opinion of the Plaintiffs.

4 23. The Court is requested to strike the "Judgment" and delete it in its entirety. There is
5 no place in the Court record, and by Plaintiffs' review of the record, was not contemplated
6 by the Court, requested by the Court, or needed by the Court in accordance with NRCP 54
7 and 58 regarding entry of Judgments. As such, it should be stricken.
8

9 NRCP 54 states as follows:

10 (a) Definition; Form. "Judgment" as used in these rules includes a decree
11 and any order from which an appeal lies. A judgment shall not contain a recital of
12 pleadings, the report of a master, or the record of prior proceedings.

13 (b) Judgment Involving Multiple Parties. When multiple parties are
14 involved, the court may direct the entry of a final judgment as to one or more but
15 fewer than all of the parties only upon an express determination that there is no just
16 reason for delay and upon an express direction for the entry of judgment. In the
17 absence of such determination and direction, any order or other form of decision,
18 however designated, which adjudicates the rights and liabilities of fewer than all the
19 parties shall not terminate the action as to any of the parties, and the order or other
20 form of decision is subject to revision at any time before the entry of judgment
21 adjudicating all the rights and liabilities of all the parties. [As amended; effective
22 January 1, 2005.]

23 (2)(C) Exceptions. Subparagraphs (A)-(B) do not apply to claims for
24 fees and expenses as sanctions pursuant to a rule or statute, or when the applicable
25 substantive law requires attorney fees to be proved at trial as an element of
26 damages. [Added; effective May 1, 2009.]

27 NRCP 58 regarding Judgments states as follows:

28 (a) Judgment. Subject to the provisions of Rule 54(b):

(1) upon a general verdict of a jury, or upon a decision by the court that a
party shall recover only a sum certain or costs or that all relief shall be denied, the
court shall sign the judgment and the judgment shall be filed by the clerk;

(2) upon a decision by the court granting other relief, or upon a special
verdict or a general verdict accompanied by answers to interrogatories, the court
shall promptly approve the form and sign the judgment, and the judgment shall be
filed by the clerk.

The court shall designate a party to serve notice of entry of the judgment on the
other parties under subdivision (e). [As amended; effective January 1, 2005.]

1 24. The Court has the authority to enter Findings of Fact, Conclusions of Law and final
2 Orders. Indeed, it is contemplated, in a Court trial, as opposed to a jury trial, to do exactly
3 that, enter Findings of Fact, Conclusions of Law and final Orders at the conclusion of the
4 case. See NRCP 52, 54, 58 and 59. In entering its Findings of Fact, Conclusions of Law
5 and Orders, on June 25, 2014 and May 13, 2015, the Court had fully resolved the Plaintiffs'
6 claims for relief: breach of contract and breach of implied covenant of good faith and fair
7 dealing, and entered Plaintiffs money damages as a result of Defendant's improper actions
8 in breaching the Commission Agreement between the Plaintiffs and the Defendant. The
9 Commission Agreement was Plaintiffs' Exhibit "1" at the time of the Court trial. The Court
10 also found that the Plaintiffs were entitled to an accounting going forward with regard to
11 Defendant's potential future purchases of Option Property at Coyote Springs. Indeed, the
12 testimony of John Lash, President of Defendant Pardee, at the time of trial, in arguing
13 Defendant's case that it was entitled to build East into what otherwise had been defined as
14 Option Property, that "the very next purchase" of the property "would be Option Property"
15 and "would entitle Plaintiffs to further commissions" if designated as single family production
16 residential property. See trial testimony of John Lash.

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19 25. The Court well knew this. While the Court made two Findings against the Plaintiffs
20 that the change in direction of development of the property beyond the original Parcel I
21 bounds to the East, and the discovery trial of multi-family property being designated from
22 multi-family use to single-family residential use, did not result in further commissions being
23 then due and owing, the Court specifically recognized, as all parties did, the potential, that
24 of the remaining 3,000 acres that Pardee had the option to purchase, that as some or all of
25 the property may be developed as single family production residential property for which
26 the Plaintiffs would be entitled to further commissions for the balance of the 30 years of the
27 Commission Agreement. Thus, the Court ordered Pardee to submit to Plaintiffs, statements
28

1 that contained the information the Court deemed to be needed and necessary to meet the
2 Defendant's obligation to keep the Plaintiffs' reasonably informed as those terms were used
3 within the Commission Agreement Trial Exhibit "1". Thus the Court having reviewed
4 pleadings and papers of the parties, entered its final Order regarding accounting on May
5 13, 2015. See, Exhibit "3," attached hereto.

6 26. As set forth hereinabove, clearly the Court did not require, did not need, and did not
7 call for a final so-called "Judgment". But the Court, at the Defendant's submission, without
8 hearing from the Plaintiffs, because Plaintiffs' counsel was unaware of the same, signed
9 the Judgment on June 15, 2015. However, as the Court can see by reviewing the Judgment,
10 see, Exhibit "3," attached hereto, in reaction to the adverse findings against Pardee found
11 within the Court's Judgment of June 25, 2014, see, Exhibit "1" attached hereto, Pardee
12 engaged upon a scheme to attempt to defeat the Plaintiffs' right to collect its Judgment
13 against the Defendant by fabricating a Finding and fabricating an Order that was never
14 made by the Court, never viewed by the Plaintiffs, but nonetheless entered for the reasons
15 stated on June 15, 2015. The Judgment, as submitted to the Court, does not accurately set
16 forth the Court's Findings of Fact, Conclusions of Law and Orders entered a year earlier,
17 does not mirror the language of the Court's Orders, and, instead, attempts to recast and
18 rewrite the Court's Orders to favor the Defendant. What's worse, in addition to submitting a
19 proposed Judgment that was not even needed or called for, the Defendant intentionally
20 writes a Finding and the first Order of the Judgment, claiming that the Court entered a
21 "Judgment against the Plaintiff" when it failed to award the Plaintiffs \$1.8 Million in damages
22 for commissions under the Commission Agreement. Plaintiffs never asked for that relief at
23 trial nor within its Complaint!!! The Judgment and Order is absurd. The Court can plainly
24 see the distorted nature of this language of the so-called Finding and the Court's first Order
25 at Page 2 of the so-called "Judgment". It is important to note, that no one, no witness, no
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1 lawyer, from either Plaintiffs' or Defendant's side, made any request for \$1.8 Million in
2 damages against the Defendant. The Plaintiffs did not testify to this, the Plaintiffs' counsel
3 did not argue this at the time of opening statement or conclusion of trial, the Plaintiffs never
4 argued its entitlement to \$1.8 Million in commissions at any point in the case, in no brief, in
5 no Motion and no Opposition to a Motion. The claim that Pardee is entitled to a judgment
6 against the Plaintiffs and that Plaintiffs are not entitled to its claim of \$1.8 Million is a
7 complete fabrication by the Defendant. In fact, the only mention of \$1.8 Million is the
8 theoretical computation provided by the Plaintiffs in its Sixth Supplement under NRCP 16.1
9 of documents, witnesses, supplemental documents, and calculation of damages, out of the
10 thirteen Supplements that Plaintiffs provided to the Defendant during the course of this
11 case, in which in the Sixth Supplement at Paragraph 5, the Defendant advised the Plaintiffs
12 about the theoretical possibility over the remaining 31 years of the contract with Pardee,
13 with the remaining 3,000 acres that remained after the initial construction, produced and
14 developed into single-family production residential property as those terms were defined
15 within the June 1, 2004, Option Agreement, then, under the formula set forth in the
16 Commission Agreement, up to \$1.8 Million would be payable in future commissions as
17 additional properties were purchased, close of escrow occurred, and designation was
18 made. This is the only time and only context in which the number \$1.8 Million, or any number
19 like that has ever been utilized. And most importantly, it was never utilized at trial. It is not
20 the subject matter of any testimony, it is not the subject matter of any exhibit, it is not the
21 subject matter of any opening statement or closing argument of any party. It is a fabrication
22 by the Defendant nearly two (2) years after trial, and an improper attempt to mischaracterize
23 itself, instead of the party who lost in every claim Plaintiff filed for relief brought by the
24 Plaintiffs to bootstrap itself to become a "prevailing party" to make a claim for attorney's
25 fees which has been filed with the Court on May 28, 2015.

1 27. The issue of computation of Plaintiffs' possible potential future entitlement to
2 commissions only surfaced as a matter of discovery. It never was an exhibit. It was never
3 testified to. The Complaint sought an accounting in the First Claim and then sought damages
4 in a sum in excess of \$10,000.00 as a result of Defendant's breach of contract and breach
5 of implied covenant of good faith and fair dealing within that contract for failure to keep the
6 Plaintiffs reasonably informed, not for future possible commissions. As discovery unfolds,
7 the Plaintiffs supplement with opposing counsel, additional names of witnesses it learns
8 who have pertinent information, and documents that arguably bear a relationship to the
9 issues in the case. As those documents and witnesses are identified, the Plaintiff also
10 examined and further refined its claim for damages. After five (5) N.R.C.P 16.1
11 Supplemental Disclosures in the Sixth Disclosure, the Plaintiffs gave further details as to
12 what they believed they may or could be hypothetically owed.

14 28. Further, refinement of their damages by stating that \$102,700.00 was then due and
15 owing in the form of attorneys' fees plus the value of the Plaintiffs' time, and in addition,
16 Whichever Option Property had been purchased by Defendant for single-family production
17 residential use. It was unknown to the Plaintiffs, and the damages beyond the \$102,700.00
18 was clearly stated to be theoretical or hypothetical and based upon "if and when" Pardee
19 purchased additional real estate and designated it for single-family production residential
20 use. The Plaintiffs disclosures talked specifically in term of "scenarios." This further
21 disclosure was never submitted to the Court at time of trial, was never an Exhibit and
22 absolutely no testimony was offered regarding it. Specifically, Plaintiffs Fifth Supplement
23 Disclosure stated:
24

25 "Plaintiffs calculate their damages to be in excess of \$1,900,000.00 associated with
26 the Defendant's breach of contract and the defendant's failure to faithfully meet their
27 obligations to the Plaintiffs.

28 There are two primary components to this calculation. The first component is the
loss of future commissions from future sales or takedowns of property located in

1 Clark County, subject to the September 1, 2004 Commission Letter Agreement.
2 There appears to be at least 3,000 acres of property, defined as Option Property
3 under the Option Agreement effective June 1, 2004, currently owned by Coyote
4 Springs Investment, LLC in Township 1 South, Range 63 East M.D.M., Clark County,
5 Nevada. Under the Option Agreement effective June 1, 2004, these 3,000 acres can
6 be purchased by Pardee and designated as Production Residential Property – a
7 purchase and designation that would entitle Plaintiffs to a 1.5% commission on a
8 per-acre price of \$40,000.00. If 3,000 acres were purchased by Pardee under **this**
9 **scenario**, Plaintiffs would be entitled to \$1,000,000 in commissions. However,
10 Pardee's course of conduct in failing to appropriately discharge its duties under the
11 Commission Letter Agreement has robbed Plaintiffs of this opportunity to be paid
12 these commissions. Pardee's actions have served to reclassify the land original
13 labeled as Purchase Property and Option Property, and under the new
14 reclassification, all Option Property has been removed from Clark County, thereby
15 divesting Plaintiffs of any hope to collect **any part** of the \$1.8 million in commissions
16 **they could be paid** had no reclassification occurred.

17 The second component of this calculation is attorney's fees. Plaintiffs' attorney's
18 fees currently exceed \$102,700.00. This amount represents all work from the date
19 of drafting of the Complaint in November 2010 through October 19, 2012. These
20 attorney's fees constitute damages pursuant to the September 1, 2004 Commission
21 Letter Agreement. As stated in the Agreement, "In the event, either party brings an
22 action to enforce its rights under this Agreement, the prevailing party shall be
23 awarded reasonable attorneys' fees and costs." Plaintiffs in bringing this suit expect
24 to be the prevailing party and, as such, are entitled to their reasonable attorney's
25 fees as damages for Defendant's breach of contract and breach of the covenant of
26 good faith and fair dealing.

27 Finally, Plaintiffs must be compensated for the time and effort expended attempting
28 to discover from public records what information was owed to them under the
Commission Letter Agreement. Discovery is still ongoing therefore the Plaintiffs
reserve the right to amend and supplement this response as the investigation and
discovery in this case proceeds."

29. This document was never filed with the Court or made a part of the Court's record. As
stated hereinabove, it is the Plaintiffs' computation of possible future commissions, which is
on its face is hypothetical and based upon if's and when's and scenarios. If something were
to occur, then monies may be owed. Specifically, if new acres were purchased by Pardee
and the same was designated for single family residential property, then Plaintiffs would be
entitled to commissions that, if 3,000 acres of Option Property were so designated, could
entitle Plaintiffs to as much as \$1.8 Million in future commissions over the life of the 30 plus
years remaining on the contract. This Court precisely recognized this possibility, that is why

1 the Court ordered the accounting and supplemental briefing so that the Plaintiffs', their
2 successor and heirs, could be kept reasonably informed, as the Defendant precluded the
3 Plaintiffs from informed, with regard to Defendant Pardee's purchase of Option Property at
4 Coyote Springs that it would choose to designate to be single family production residential
5 property. The point here, however, is that at no time did the Plaintiffs in any pleading, any
6 Motion, any Affidavit, any trial testimony, any exhibit, any argument at trial, either from
7 opening argument, throughout the course of the trial, to final summation, ever claim that
8 Plaintiffs were entitled now to \$1.8 million in damages for lost future commissions. That
9 statement was never made. The issue was never advanced by Plaintiffs. This was a case
10 about Plaintiffs' need for information. The Complaint is so timid and it simply asked for an
11 accounting as to what property had been purchased by Pardee to that point, where it was
12 located, how it was designated, and whether the Plaintiffs were entitled to commissions that
13 were due and owing but not yet paid. But this related to 500 acres. This did not relate to 3,000
14 acres. This related to the \$2.6 Million in commissions the Plaintiffs did receive under the
15 purchase price property and whether or not Pardee had purchased Option Property and within
16 that Option Property designated property as single family production real estate. The Court
17 can see how distorted and warped the Defendant and Order at Page 2 of the Judgment is,
18 how unfair and fundamentally flawed it is, how improper Defendant's submission of this
19 Judgment with this language has been. The language should be stricken.

22 30. Neither before, within Plaintiffs' Complaint, or thereafter, the theoretical computation
23 of damages by the Sixth Supplement, is the sum of \$1.8 Million referenced as somehow being
24 due and owing. Nowhere in this case, in the thousands and thousands of pages of
25 documents, hearing transcripts and trial transcripts and trial testimony, briefs, opening
26 statements, closing statements or each parties' Proposed Findings of Fact, Conclusions of
27 Law, to this Court or the Court's own final Findings of Fact, Conclusions of Law and Orders,
28

1 filed June 25, 2014, is there any argument or contention by the Plaintiffs that they are entitled
2 to \$1.8 Million in commissions that are due and payable, but unpaid. All the Court needs to
3 do is to review its own Findings of Fact, Conclusions of Law and Orders to know that the
4 Court never entered a Finding that the Defendant had prevailed over the Plaintiffs in defeating
5 a claim by Plaintiffs for an alleged \$1.8 Million in unpaid future commissions, nor did the Court
6 make any judgment against the Plaintiffs and in favor of Pardee for any matter. Simply
7 because the Plaintiffs did not know what the Defendant had done with the property, what
8 property they had purchased, where it was located, and whether it was part of the \$84 Million
9 initial purchased parcel or not. The Plaintiffs did understand the Defendant had built East of
10 the line that had been represented to be the Eastern boundary of the initial project, and the
11 Plaintiffs did believe that in doing so Defendant effectively exercised its right to purchase
12 Option Property and designated some of the Option Property for single family production
13 residential use that the Plaintiffs believed would entitle it to additional commissions. But the
14 Plaintiffs did not know what the Defendant had done. The Defendant had failed to provide the
15 information to the Plaintiffs and the Plaintiffs were forced to bring this lawsuit to learn more
16 about what the Defendant had done in the past but had failed to advise the Plaintiffs about,
17 breaching the contractual obligation it had to the Plaintiffs.
18
19

20 31. This was a case about a request for information, not money damages. Since the
21 project would go on for another 30 plus years after the Sixth Supplemental disclosure was
22 made, and because the Plaintiffs would be unaware of the Defendant's future actions, the
23 Plaintiffs were requesting an accounting, which would provide the Plaintiffs the information
24 needed to understand if any further commissions were due and owing to the Plaintiffs and, if
25 so, how much. It was further needed in order to protect the Plaintiffs in the remaining 30 plus
26 years which would be so far in the future that both Plaintiffs would be dead and buried and
27 the Plaintiffs heirs, wives, and children surviving them, would need to have some ability to
28

1 obtain information with regard to any commissions that may be due and owing possibly up to
2 \$1.8 million in the future as a result of further purchases of option property by the Defendant
3 from the Coyote Springs project.

4 32. Were the Court to pull out the list of Exhibits introduced by the Plaintiffs, or sought to
5 be introduced, the list of Exhibits introduced by the Defendants, or sought to be introduced,
6 or reviewed the trial testimony of every witness in this case, whether they be called by the
7 Plaintiffs or by the Defendant, the Court would find no mention, not any, of a purported claim
8 by Plaintiffs for \$1.8 million, or \$1.920 million in alleged loss of future commissions. Yet, this
9 is "core issue" that Defendant's counsel swears under oath occupied 90% of her law firm's
10 attorney's fees and time. What a joke. In the end, the Court will rely upon its own memory
11 of the trial. The Plaintiffs do request the Court review its own Findings of Fact, Conclusions
12 of Law and Order, filed June 25, 2014, in which the Court itself does not make any Finding or
13 Conclusion or Order that any way mentions or references any alleged claim by Plaintiffs for
14 a loss of future commissions of \$1.8 million, or \$1.920 million, or any other such number.
15 Why is that? Because it's a fiction of Defendant Pardee's imagination in an effort to overcome
16 the Judgment that is now final, entered by the Court on June 25, 2014, as augmented by the
17 Court's Order of May 13, 2015, both Orders of which are final, and neither one of its Orders
18 were appealed by either party. At some point in litigation, our Nevada Supreme Court, and
19 our trial Court, often tell the litigants and counsel of the necessity and the importance of using
20 common sense. Common sense, coupled to the specific facts and law of the case, supports
21 the rejection of the entry of the Judgment as it relates to Page 2, Line 8-13, and Page 2, Lines
22 22-29, in that at no time did this Court make a Finding against the Plaintiffs that had failed to
23 establish a claim for \$1.8 million in loss future commissions which was never discussed by
24 the Plaintiffs at time of trial, nor the Court at any time enter a Judgment in favor of Pardee
25
26
27
28

1 and against the Plaintiffs anywhere within the Court's Findings of Fact, Conclusions of Law
2 and Order.

3 33. Finally, this Court is asked to compare this "so called" Judgment prepared by
4 Defendant's counsel with the Court's own Findings of Fact, Conclusions of Law and Order.
5 This "so called" Judgment fails to include the exact language of the Court in any of its Orders.
6 Instead, it attempts to paraphrase the Court's Findings in an effort to soften the Findings of
7 Fact, Conclusions of Law and Order of this Court. In this regard, the Plaintiffs specifically
8 requests this Court to determine that no Judgment is necessary to be entered, and the same
9 should be stricken, but if the Court feels that yet a third Judgment should be entered, which
10 the Plaintiffs oppose, then it should be completely rewritten to match word-for-word the
11 Findings of Fact, Conclusions of Law and Orders of the Court. The attempt to truncate,
12 rewrite, and engage in revisional history by the Defendant Pardee is certainly not a credit to
13 it, and interferes with the proper administration of justice. At the time of hearing, the Plaintiffs
14 will produce for the Court, a proposed final Judgment, but if, and only if, the Court finds that
15 a third Judgment is even needed or required. The Plaintiffs do not believe that the same is
16 needed or required and actually constitutes a fugitive document. Ultimately, the Court
17 is left to decide these issues.¹

18
19
20 34. On behalf of the Plaintiffs, the Court is thanked for its time and efforts in reviewing
21 these important matters pending before this Court in this interesting and significant case.

22 **CONCLUSION:**

23 For the foregoing reasons, Plaintiffs request the Court to strike the Judgment entered
24 on June 15, 2015, as being unnecessary, duplicative of the Court's earlier Order, uncalled
25 for, and as such, a fugitive document and the Judgment should be stricken in its entirety.
26
27

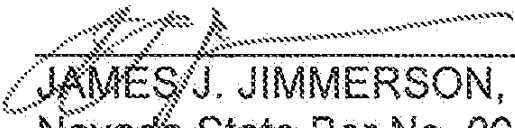
28 ¹ In this regard with the Court's determination that the so-called Judgment of June 25, 2014, is to be
stricken, Plaintiffs withdrew its claim to taxable costs that Plaintiffs filed June 19, 2015.

1 The Court's final Orders are contained within the Trial Court's Findings of Fact, Conclusions
2 of Law and Orders filed-stamped June 24, 2015, Exhibit "1" attached hereto, as augmented
3 by the Court's final Order regarding accounting file-stamped May 13, 2015, attached hereto
4 as Exhibit "2". No further Order or Judgment is necessary or appropriate.

5 DATED this 24 day of June, 2015.

6 Respectfully Submitted,

7 JIMMERSON HANSEN, P.C.

8
9
10  JAMES J. JIMMERSON, ESQ.
11 Nevada State Bar No. 000264
12 HOLLY A. FIC, ESQ.
13 Nevada Bar No.: 007699
14 415 So. Sixth St., Ste. 100
15 Las Vegas, NV 89101
16 Attorneys for Plaintiffs
17
18
19
20
21
22
23
24
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26
27
28

CERTIFICATE OF SERVICE

I hereby certify that service of a true and correct copy 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

was made on the 29th day of July, 2014, 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.

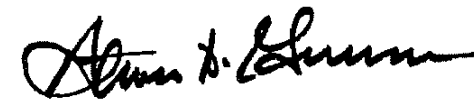
To the attorney(s) listed below at the address, email address, and/or facsimile number
indicated below:

Pat Lundvall, Esq.
Aaron D. Shipley, 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 NEOJ
2 JAMES J. JIMMERSON, ESQ.
3 Nevada State Bar No.: 00264
4 jjj@jimmersonhansen.com
5 LYNN M. HANSEN, ESQ.
6 Nevada State Bar No.: 00244
7 lmh@jimmersonhansen.com
8 415 South 6th Street, Suite 100
9 Las Vegas, Nevada 89101
10 Attorney for Plaintiffs

7 DISTRICT COURT
8 CLARK COUNTY, NEVADA

9 JAMES WOLFRAM and
10 WALT WILKES,
11
12 Plaintiffs,

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

11 vs.

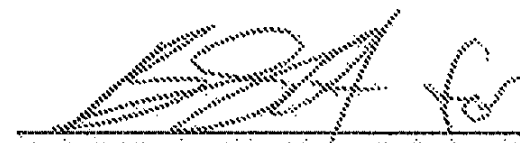
12 PARDEE HOMES OF NEVADA,
13
14 Defendant.

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

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

19 Dated this 27 day of June, 2014.

20
21 JIMMERSON HANSEN, P.C.

22 
23 JAMES J. JIMMERSON, ESQ.
24 Nevada State Bar No.: 00264-12547
25 LYNN M. HANSEN, ESQ.
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27 415 South 6th Street, Suite 100
28 Las Vegas, Nevada 89101
Attorneys for Plaintiffs

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

CERTIFICATE OF SERVICE

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

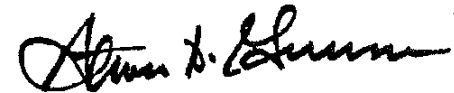
X By first class mail, postage prepaid from Las Vegas, Nevada pursuant to N.R.C.P. 5(b) addressed as follows below

By facsimile, pursuant to EDCR 7.26 (as amended)

X By receipt of copy as indicated below

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


An employee of JIMMERSON HANSEN, P.C.



CLERK OF THE COURT

1 ORDR

2 DISTRICT COURT

3 CLARK COUNTY, NEVADA

4 JAMES WOLFRAM and
5 WALT WILKES,

6 Plaintiffs,

7 vs.

8 PARDEE HOMES OF NEVADA,

9 Defendant.

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

Trial Date: October 23, 2013

10 AND RELATED CLAIMS

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

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

24 **I. FINDINGS OF FACT**

25 **A. THE PARTIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 II. CONCLUSIONS OF LAW

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

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

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

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

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

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

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

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

10 8. Pardee has never exercised any such option.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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:

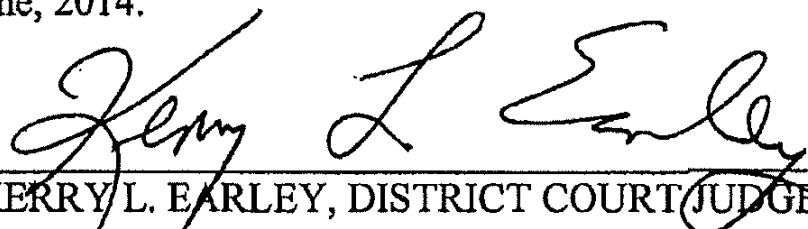
25 1. The Court finds that Defendant Pardee Homes of Nevada is liable to Plaintiffs for
26 breach of contract, breach of the covenant of good faith and fair dealing, and its failure to account to
27 Plaintiffs regarding the information concerning the development of Coyote Springs because it
28

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.

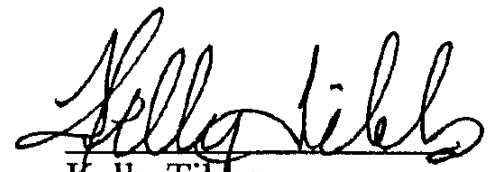
10
11 DATED this 25 day of June, 2014.

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:

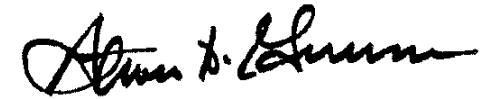
19 James M. Jimmerson, Esq. - Jimmerson Hansen
20 Pat Lundvall - McDonald Carano Wilson

21
22 
23 Kelly Tibbs
24 Judicial Executive Assistant

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

EXHIBIT “2”

EXHIBIT “2”



CLERK OF THE COURT

1 **NEOJ**
PAT LUNDVALL (NSBN 3761)
2 RORY T. KAY (NSBN 12416)
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3 2300 West Sahara Avenue, Suite 1200
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6 *Attorneys for Defendant*
Pardee Homes of Nevada

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

9 JAMES WOLFRAM,
10 WALT WILKES

11 Plaintiffs,

12 vs.

13 PARDEE HOMES OF NEVADA,
14 Defendant.

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

**NOTICE OF ENTRY OF
ORDER ON FINDINGS OF
FACT AND CONCLUSIONS OF
LAW AND SUPPLEMENTAL
BRIEFING RE FUTURE
ACCOUNTING**

15
16 PLEASE TAKE NOTICE that an **ORDER ON FINDINGS OF FACT AND**
17 **CONCLUSIONS OF LAW AND SUPPLEMENTAL BRIEFING RE FUTURE**
18 **ACCOUNTING** was entered in the above-referenced case on the 20th day of April,
19 2015, a copy of which is attached hereto.

20
21 DATED this 13th day of May, 2014.

22 McDONALD CARANO WILSON LLP

23
24 /s/ Pat Lundvall
PAT LUNDVALL (#3761)
25 RORY T. KAY (#12416)
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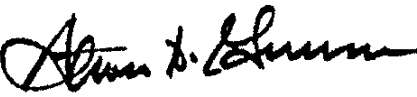
334032.1

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of McDonald Carano Wilson LLP and that on this 13th day of May, 2015, I served a true and correct copy of the **NOTICE OF ENTRY OF ORDER ON FINDINGS OF FACT AND CONCLUSIONS OF LAW AND SUPPLEMENTAL BRIEFING RE FUTURE ACCOUNTING** 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


CLERK OF THE COURT

1 **ORDR**
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12 *Pardee Homes of Nevada*

DISTRICT COURT
CLARK COUNTY, NEVADA

10 JAMES WOLFRAM,
11 WALT WILKES

12 Plaintiffs,

13 vs.

14 PARDEE HOMES OF NEVADA,
15 Defendant.

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

ORDER ON FINDINGS OF FACT AND
CONCLUSIONS OF LAW AND
SUPPLEMENTAL BRIEFING RE
FUTURE ACCOUNTING

16
17 AND RELATED CLAIMS
18

19 On October 23, 2013, the above-referenced matter came on for bench trial
20 before the Honorable Judge Kerry Earley. The Court, having reviewed the record,
21 testimony of witnesses, the documentary evidence, stipulations of counsel, the papers
22 submitted by the respective parties, and considered the arguments of counsel at trial in
23 this matter, entered Findings of Fact and Conclusions of Law (the "Decision") on June
24 25, 2014. That Decision is hereby incorporated into this Order.

25 In the Decision, the Court ordered both parties to provide the Court with
26 supplemental briefs detailing information the Defendant should provide to the Plaintiffs
27 consistent with the Court's Decision. The parties complied with the Court's order, as
28 the Plaintiffs submitted Plaintiffs' Accounting Brief and the Defendant submitted Pardee

1 Homes of Nevada's Supplemental Brief Regarding Future Accounting as well as a
2 Notice of Submission. On February 10, 2015, the Court issued a minute order
3 reflecting its decision on the supplemental briefing.

4 Now, having considered the parties' briefings, any arguments by counsel
5 presented in support of the same, and good cause appearing therefore, the Court
6 decides the submitted issues as follows:

7 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that defendant Pardee
8 Homes of Nevada or its successors in interest and/or assigns (hereinafter collectively
9 referred to as "Pardee") shall provide to Plaintiffs an affidavit or unsworn declaration in
10 lieu thereof pursuant to NRS 53.045 executed under penalty of perjury by a corporate
11 representative from Weyerhaeuser NR Company ("WNR") acknowledging and
12 confirming the representations contained in Pat Lundvall's letter dated August 5, 2014,
13 regarding the transactions which resulted in Pardee's rights and obligations under the
14 Commission Agreement being assigned/transferred to WNR.

15 IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that
16 Pardee shall provide to Plaintiffs and their successors and/or assigns all future
17 amendments, if any, to the Amended and Restated Option Agreement dated March 28,
18 2005. The documents will be designated CONFIDENTIAL pursuant to the protective
19 order in the above-referenced matter.

20 IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that, in
21 compliance with the Court's Decision, Pardee provide the following to Plaintiffs in the
22 future to keep them reasonably informed pursuant to the Commission Agreement:

- 23 1. Within fourteen (14) days of the relevant event described below, Pardee shall
24 provide Plaintiffs with courtesy copies of the following:
- 25
26
27
28

- a. All publicly-recorded documents related to any transaction involving Pardee's purchase of Option Property¹ from CSI;
 - b. Each written option exercise notice given pursuant to Paragraph 2 of the Option Agreement, together with information as to the number of acres involved and the scheduled closing date;
 - c. A parcel map which reflects the exact location of the related Option Property, if one is available;
 - d. Documents that reflect the purchase price of the Option Property, along with a breakdown of the calculation of commission owed pursuant to paragraph (iii) of the Commission Agreement; and
 - e. Pardee shall notify Plaintiffs which escrow company will handle any Option Property purchases.
2. If there is a purchase of Option Property, Pardee shall pay into escrow any commissions owed to Plaintiffs concurrently with Pardee's deposit of the Option Property Price.
 3. If the Option Agreement is terminated, Pardee shall provide notice thereof to Plaintiffs within fourteen (14) days of the effective date of the termination.
 4. Plaintiffs shall notify counsel for Pardee and WNR of the name and address of the person or entity that should receive notice of the foregoing information and documents.

DATED this 20th day of April, 2015.



DISTRICT COURT JUDGE
upk

¹ Any capitalized term in this Order referring to the Amended and Restated Option Agreement dated March 28, 2005 will have the same meaning as in the Amended and Restated Option Agreement or any amendments thereto.

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Submitted by:

McDONALD CARANO WILSON LLP


PAT LUNDVALL (NBSN #3761)

RORY T. KAY (NSB #12416)

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Attorneys for Pardee Homes of Nevada

Reviewed and approved by:

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 3/3/15
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2300 West Sahara Avenue, Suite 1200

Las Vegas, Nevada 89102

Attorneys for Pardee Homes of Nevada

IN THE SUPREME COURT OF THE STATE OF NEVADA

Case No.: 72371

Electronically Filed
~~Feb 28 2018~~ 12:29 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 53 OF 88

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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 NRCF 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
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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

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

Client	Trans Date	Start Date	End Date	Rate	Hours to Bill	Amount	Ref #
Client ID 4886.01 WILKES/ WOLFGRAM							
4886.01	09/24/2012	mm/dd/yyyy	P	450.00	5.00	2,250.00 Prepare for deposition of Jon Lash - Review	390
4886.01	09/24/2012	mm/dd/yyyy	P	450.00	2.00	900.00 Meeting with James M. Jimmerson, Esq. to discuss	391
4886.01	09/24/2012	mm/dd/yyyy	P	300.00	5.20	1,560.00 Preparation in anticipation of deposition of Jon Lash; meeting with client and Lynn M. Hansen Esq. regarding	393
4886.01	09/24/2012	mm/dd/yyyy	P	550.00	1.50	825.00 Telephone conference with client to	405
4886.01	09/25/2012	mm/dd/yyyy	P	300.00	3.80	1,140.00 Deposition preparation for the deposition of John Lash	394
4886.01	09/25/2012	mm/dd/yyyy	P	450.00	1.00	450.00 Review Stewart Title records regarding	396
4886.01	09/25/2012	mm/dd/yyyy	P	450.00	5.00	2,250.00 Review prepare	397
4886.01	09/26/2012	mm/dd/yyyy	P	300.00	6.10	1,830.00 Deposition of John Lash, after deposition before and	395
4886.01	09/26/2012	mm/dd/yyyy	P	450.00	2.00	900.00 Review	398
4886.01	09/26/2012	mm/dd/yyyy	P	450.00	1.25	562.50 Take deposition of Jon Lash. Set up meeting	399
4886.01	09/26/2012	mm/dd/yyyy	P	550.00	2.00	0.00 Attended deposition of Jon Lash with Jim Wolfgram, Lynn M. Hansen, Esq. and James M. Jimmerson, Esq. (NO CHARGE)	406
4886.01	09/27/2012	mm/dd/yyyy	P	450.00	0.50	225.00 Review	400
4886.01	09/27/2012	mm/dd/yyyy	P	450.00	0.20	90.00 Review trial setting	401
4886.01	10/01/2012	mm/dd/yyyy	P	300.00	0.50	150.00 Drafting of, and,	402
4886.01	10/01/2012	mm/dd/yyyy	P	550.00	1.20	660.00 Prepare for tomorrow's	414
4886.01	10/02/2012	mm/dd/yyyy	P	300.00	0.60	180.00 Drafting	403
4886.01	10/02/2012	mm/dd/yyyy	P	300.00	0.60	180.00 with Lynn M. Hansen, Esq. and Pat	404
4886.01	10/02/2012	mm/dd/yyyy	P	450.00	1.00	450.00 Lundvall	411
4886.01	10/02/2012	mm/dd/yyyy	P	450.00	0.50	225.00 Conference with James J. Jimmerson, Esq.	412
4886.01	10/02/2012	mm/dd/yyyy	P	450.00	0.25	112.50 Phone call with Harvey Whitman	413
4886.01	10/02/2012	mm/dd/yyyy	P	550.00	0.40	0.00 Conference with Lynn M. Hansen, Esq. and Shawn M. Goldstein, Esq.	415
4886.01	10/03/2012	mm/dd/yyyy	P	550.00	0.40	220.00 Conference with Lynn M. Hansen, Esq. and James M. Jimmerson, Esq. regarding	416

Using 10/23/2012

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

Page: 12

Client	Trans Date	Start Date	End Date	Rate	Hours to Bill	Amount	Ref #
Client ID 4886.01 WILKES/WOLFMAN							
4886.01	10/03/2012	mm/dd/yyyy	P	450.00	0.60	270.00 Telephone conference with clients	421
4886.01	10/04/2012	mm/dd/yyyy	P	300.00	0.30	90.00 Telephone conference with client	407
4886.01	10/04/2012	mm/dd/yyyy	P	300.00	2.00	600.00 Review of	406
4886.01	10/04/2012	mm/dd/yyyy	P	300.00	2.30	690.00 Settlement conference call	405
4886.01	10/04/2012	mm/dd/yyyy	P	300.00	0.70	210.00 Meeting with S. Goldstein regarding	411
4886.01	10/04/2012	mm/dd/yyyy	P	375.00	1.00	375.00 Conference with James M. Jimmerson, Esq. regarding	417
4886.01	10/05/2012	mm/dd/yyyy	P	375.00	0.50	187.50 Reviewed and revised Notice of Deposition. Prepared, reviewed and revised letter to Opposing Counsel enclosing Notice of Deposition and Subpoena.	412
4886.01	10/05/2012	mm/dd/yyyy	P	450.00	0.75	337.50 Review James M. Jimmerson, Esq. and James J. Jimmerson, Esq.	423
4886.01	10/05/2012	mm/dd/yyyy	P	300.00	1.70	510.00 Drafting memorandum regarding	424
4886.01	10/06/2012	mm/dd/yyyy	P	300.00	0.50	150.00 Issuing subpoena and notice of deposition of Harvey Whittemore	425
4886.01	10/07/2012	mm/dd/yyyy	P	300.00	0.40	120.00 Meeting with JJ regarding	426
4886.01	10/08/2012	mm/dd/yyyy	P	450.00	0.50	225.00 Meeting with James M. Jimmerson, Esq.	421
4886.01	10/08/2012	mm/dd/yyyy	P	450.00	0.50	225.00 Phone call with client	422
4886.01	10/08/2012	mm/dd/yyyy	P	300.00	0.10	30.00 Securing the Certificate of the Custodian of Records from Chicago Title	427
4886.01	10/08/2012	mm/dd/yyyy	P	300.00	0.50	150.00 Call with client regarding	428
4886.01	10/08/2012	mm/dd/yyyy	P	300.00	3.60	1080.00 Records Office acquiring maps	429
4886.01	10/08/2012	mm/dd/yyyy	P	300.00	0.20	60.00 Meeting with Lynn M. Hansen, Esq. and James J. Jimmerson, Esq. regarding	430
4886.01	10/08/2012	mm/dd/yyyy	P	300.00	1.60	480.00 Review documents from Chicago Title specifically looking at	431
4886.01	10/09/2012	mm/dd/yyyy	P	300.00	1.60	480.00 Email to client attaching certain explaining the	432
4886.01	10/12/2012	mm/dd/yyyy	P	300.00	0.70	210.00 Telephone conference with client regarding	433

PLT:10480

Tuesday 10/23/2012 4:11 pm

JA008294

Client	Trans Date	Start Date	End Date	Rate	Hours to Bill	Amount	Ref #
Client ID 4886.01 WILKES/ WOLFGRAM							
4886.01	10/12/2012	mm/dd/yyyy	P	300.00	0.30	90.00 Meeting with Lynn M. Hansen, Esq. regarding	434
4886.01	10/12/2012	mm/dd/yyyy	P	450.00	0.50	225.00 Telephone conference with Jim Wolfgram and Walt Wilkes.	435
4886.01	10/16/2012	mm/dd/yyyy	P	450.00	1.50	675.00 Conference with James M. Jimmerson, Esq. regarding	436
4886.01	10/16/2012	mm/dd/yyyy	P	450.00	0.25	112.50 E-mail to Pat Lundvall, Esq.	437
4886.01	10/16/2012	mm/dd/yyyy	P	450.00	0.25	112.50 Phone call with Pat Lundvall, Esq. regarding	438
4886.01	10/16/2012	mm/dd/yyyy	P	300.00	0.80	240.00 Telephone conference with Harvey Whittemore.	441
4886.01	10/16/2012	mm/dd/yyyy	P	300.00	0.58	174.00 Meeting with Lynn M. Hansen, Esq. regarding	442
4886.01	10/16/2012	mm/dd/yyyy	P	300.00	0.50	150.00 Meeting with Lynn M. Hansen, Esq. regarding	443
4886.01	10/17/2012	mm/dd/yyyy	P	450.00	3.00	1350.00 Review documents to take Harry Whittemore's deposition	439
4886.01	10/17/2012	mm/dd/yyyy	P	140.00	3.00	420.00 Deposition summary Jon Lash	448
4886.01	10/18/2012	mm/dd/yyyy	P	450.00	0.30	135.00 Conference with James M. Jimmerson, Esq. regarding	440
4886.01	10/18/2012	mm/dd/yyyy	P	300.00	4.80	1470.00 Preparation for the Whittemore deposition.	444
4886.01	10/18/2012	mm/dd/yyyy	P	300.00	1.30	390.00 Research regarding	445
4886.01	10/18/2012	mm/dd/yyyy	P	450.00	0.75	337.50 Review Court Order. Phone call with Defense Counsel. Prepare e-mail to	449
4886.01	10/19/2012	mm/dd/yyyy	P	300.00	1.50	450.00 Preparation for the Whittemore deposition in Reno	446
4886.01	10/19/2012	mm/dd/yyyy	P	300.00	3.50	1050.00 Taking of the Whittemore deposition.	447
4886.01	10/19/2012	mm/dd/yyyy	P	450.00	3.50	1575.00 Amend and take deposition of Harvey Whittemore	450
4886.01	10/19/2012	mm/dd/yyyy	P	450.00	1.50	675.00 Prepare for Harvey Whittemore's deposition in Reno	451
4886.01	10/19/2012	mm/dd/yyyy	P	450.00	3.00	1350.00 Travel to and from Reno.	452
Client ID 4886.01							
				Billable	317.93	102,761.50 WILKES/ WOLFGRAM	
				Non-billable	10.40	600.00 VS. PARDEE HOMES OF NEVADA	
				Total	328.33	103,361.50	

GRAND TOTALS

Billable	317.93	102,761.50
Non-billable	10.40	600.00
Total	328.33	103,361.50

PLTFF10481

Thursday 10/25/2012 4:11 pm

JA008295

Date: 03/13/2013

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

Page: 1

Client	Trans Date	Sent Date	Rate	Hours to Bill	Amount	Ref #
Client ID 4886.01 WILLKES/ WOLFRAM	10/24/2012	11/21/2012	A	0.25	112.50	ARCH
4886.01	10/24/2012	11/21/2012	A	0.25	300.00	ARCH
4886.01	10/25/2012	11/21/2012	A	1.00	1,050.00	ARCH
4886.01	10/25/2012	11/21/2012	A	3.50	300.00	ARCH
4886.01	10/26/2012	11/21/2012	A	2.00	900.00	ARCH
4886.01	10/26/2012	11/21/2012	A	2.50	750.00	ARCH
4886.01	10/29/2012	11/21/2012	A	0.75	337.50	ARCH
4886.01	10/29/2012	11/21/2012	A	0.30	240.00	ARCH
4886.01	10/29/2012	11/21/2012	A	0.30	90.00	ARCH
4886.01	11/01/2012	11/21/2012	A	2.00	600.00	ARCH
4886.01	11/02/2012	11/21/2012	A	1.20	360.00	ARCH
4886.01	11/03/2012	11/21/2012	A	1.50	450.00	ARCH
4886.01	11/05/2012	11/21/2012	A	0.60	180.00	ARCH
4886.01	11/05/2012	11/21/2012	A	2.00	600.00	ARCH
4886.01	11/05/2012	11/21/2012	A	1.50	675.00	ARCH
4886.01	11/06/2012	11/21/2012	A	0.20	60.00	ARCH
4886.01	11/08/2012	11/21/2012	A	1.50	450.00	ARCH
4886.01	11/08/2012	11/21/2012	A	0.50	150.00	ARCH
4886.01	11/08/2012	11/21/2012	A	0.50	150.00	ARCH
4886.01	11/09/2012	11/21/2012	A	0.50	150.00	ARCH
4886.01	11/13/2012	11/21/2012	A	0.20	60.00	ARCH
4886.01	11/13/2012	11/21/2012	A	0.20	60.00	ARCH
4886.01	11/14/2012	11/21/2012	A	0.25	112.50	ARCH
4886.01	11/16/2012	11/21/2012	A	1.00	300.00	ARCH
4886.01	11/16/2012	11/21/2012	A	1.50	450.00	ARCH

03/13/2013

Wednesday 03/13/2013 1:16 pm

JA008296

Date: 03/13/2013

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

Page: 2

Client	Trans Date	Sent Date	Rate	Hours to Bill	Amount	Ref #
Client ID 4886.01 WILKES/ WOLFRAM						
4886.01	11/19/2012	11/21/2012	140.00	3.00	correspondence.	ARCH
4886.01	11/23/2012	12/21/2012	300.00	0.30	420.00 Deposition summary Harvey Whittemore	ARCH
4886.01	11/30/2012	12/21/2012	450.00	0.50	80.00 Responding to the letter from	ARCH
4886.01	11/30/2012	12/21/2012	450.00	0.30	225.00 Review letter to Plaintiff's Counsel	ARCH
4886.01	11/30/2012	12/21/2012	450.00	0.30	135.00 Conference with James M. Jimmerson, Esq. Review deposition of H. Willemore	ARCH
4886.01	11/30/2012	12/21/2012	450.00	0.30	135.00 Review Opposition to Counter-motion	ARCH
4886.01	12/03/2012	12/21/2012	300.00	0.50	150.00 Drafting assignment	ARCH
4886.01	12/05/2012	12/21/2012	450.00	0.30	135.00 Review Order changing Status Check. Phone call with court. Review memo from court regarding	ARCH
4886.01	12/05/2012	12/21/2012	300.00	0.10	30.00 Client email	ARCH
4886.01	12/05/2012	12/21/2012	550.00	1.00	550.00 Court status check, new dates set. Orders entered	ARCH
4886.01	12/17/2012	12/21/2012		1.20	0.00 Conference with	ARCH
4886.01	12/17/2012	12/21/2012	300.00	1.00	300.00 Legal research	ARCH
4886.01	12/17/2012	12/21/2012	300.00	2.50	750.00 Drafting response to Pat Linnvall's letter of November 29, 2012.	ARCH
4886.01	12/17/2012	12/21/2012	300.00	0.10	30.00 Email Mark Carman	ARCH
4886.01	12/18/2012	12/21/2012	450.00	0.50	225.00 Review correspondence to Defense Counsel regarding	ARCH
4886.01	12/19/2012	12/21/2012	300.00	0.50	150.00 Letter to	ARCH
4886.01	12/20/2012	12/21/2012	300.00	1.50	450.00 Drafting reply	ARCH
4886.01	12/20/2012	12/21/2012	550.00		-30,686.52 Balance	ARCH
4886.01	12/27/2012	01/21/2013	300.00	0.50	150.00 Review of transcript of December 6 status check.	ARCH
4886.01	12/28/2012	01/21/2013	450.00	0.25	112.50 Review transcript of hearing.	ARCH
4886.01	12/31/2012	01/21/2013	450.00	0.20	90.00 Conference with James M. Jimmerson, Esq. regarding	ARCH
4886.01	01/09/2013	01/21/2013	450.00	1.60	720.00 Review Reply to Our Opposition	ARCH
4886.01	01/14/2013	01/21/2013	300.00	0.30	90.00 Telephone conference with opposing counsel regarding order and motion for summary judgment.	ARCH

Wednesday 03/13/2013 1:16 pm

JA008297

Date: 03/13/2013

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

Page: 3

Client	Trans Date	Start Date	End Date	Rate	Hours to Bill	Amount	Ref #
Client ID 4886.01 WILKES/WOLFRAM							
4886.01	01/17/2013	01/21/2013	A	300.00	4.40	1,320.00 Drafting Reply on Counter-motion for Summary Judgment	ARCH
4886.01	01/18/2013	01/21/2013	A	300.00	0.10	30.00 Editing and signing Order granting Motion to File Exhibits under Seal.	ARCH
4886.01	01/21/2013	02/21/2013	A	300.00	1.50	450.00 Meeting with James J. Jimmerson, Esq. regarding	ARCH
4886.01	01/21/2013	02/21/2013	A	550.00	3.00	1,650.00 Conference with James M. Jimmerson, Esq.	ARCH
4886.01	01/22/2013	02/21/2013	A	300.00	0.50	150.00 Preparation for Motion for Summary Judgment hearing	ARCH
4886.01	01/22/2013	02/21/2013	A	300.00	1.50	450.00 Meeting with James J. Jimmerson, Esq. regarding	ARCH
4886.01	01/23/2013	02/21/2013	A	550.00	1.50	825.00 Phone call with Dept. IV, Telephone conference with clients' Hearing on Summary Judgment set over to 2/08/13	ARCH
4886.01	01/23/2013	02/21/2013	A	300.00	0.50	150.00 Meeting with James J. Jimmerson, Esq. regarding	ARCH
4886.01	01/23/2013	02/21/2013	A	300.00	0.50	150.00 Preparation for the hearing on the Motion for Summary Judgment.	ARCH
4886.01	01/27/2013	02/21/2013	A	550.00	2.00	1,100.00 Preparing Motions for Court Hearing; Review Submissions	ARCH
4886.01	01/28/2013	02/21/2013	A	450.00	0.25	112.50 Conference with James M. Jimmerson, Esq.	ARCH
4886.01	02/14/2013	02/21/2013	A	450.00	1.00	450.00 Review of the deposition of Jon Lash regarding	ARCH
4886.01	02/20/2013	02/21/2013	A	550.00		-4,000.00 Courtesy Discount per James J. Jimmerson, Esq.	ARCH
Total for Client ID 4886.01							
				Billable	59.95	-14,174.02 WILKES/WOLFRAM	
						-14,174.02 VS. PARDEE HOMES OF NEVADA	
GRAND TOTALS							
				Billable	59.95	-14,174.02	

PL7310488

Wednesday 03/13/2013 1:16 pm

JA008298

Date: 04/02/2013

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 WILLKES/ WOLF/FRAM						
4886.01	02/21/2013	03/21/2013 A	450.00	1.00	450.00 Review Pleadings for Court	ARCH
4886.01	02/26/2013	03/21/2013 A	450.00	0.25	112.50 Review Motion to Enforce Order Shortening Time and Summary Judgment	ARCH
4886.01	02/28/2013	03/21/2013 A	300.00	1.00	300.00 Review of Motion to Continue Trial	ARCH
4886.01	02/27/2013	03/21/2013 A	300.00	0.50	150.00 Prepare Plaintiff's 7th Supplement to 18.1 Disclosures	ARCH
4886.01	02/28/2013	03/21/2013 A	300.00	8.10	2,430.00 Prepare Opposition to Motion to Continue (735), telephone call with opposing counsel regarding Motion to Continue and Motions in Limine (8).	ARCH
4886.01	03/01/2013	03/21/2013 A	450.00	0.25	112.50 Review Opposition to Defendant's Motion to Enforce Order Shortening Time	ARCH
4886.01	03/01/2013	03/21/2013 A	300.00	0.80	240.00 Telephone conference with opposing counsel regarding Motion to Continue and Motions in Limine.	ARCH
4886.01	03/04/2013	03/21/2013 A	450.00	1.50	675.00 Review the Agreement for Hearing.	ARCH
4886.01	03/04/2013	03/21/2013 A	450.00	0.50	225.00 Meeting with James J. Jimmerson, Esq. and James M. Jimmerson, Esq. regarding	ARCH
4886.01	03/04/2013	03/21/2013 A	300.00	5.00	1,500.00 Prepare Memo in preparation with James J. Jimmerson, Esq. (1.0); Prep with James J. Jimmerson, Esq. on Motion for Summary Judgment Hearing (1.5); Research on (1.7) and Memo on standards on	ARCH
4886.01	03/05/2013	03/21/2013 A	450.00	3.50	1,575.00 Attend Hearing on Motion for Summary Judgment	ARCH
4886.01	03/05/2013	03/21/2013 A	450.00	0.30	135.00 Provide dates and tasks for calendaring pre-trial activities to assistant.	ARCH
4886.01	03/05/2013	03/21/2013 A	300.00	5.30	1,590.00 Attend Hearing on Motion for Summary Judgment (3.0); Meeting with client regarding Hearing on Motion for Summary Judgment (5); Meeting with James J. Jimmerson, Esq. regarding (1.0) and meeting with James J. Jimmerson, Esq. in	ARCH
4886.01	03/05/2013	03/21/2013 A	550.00	5.00	2,750.00 Prepared for and attended court hearing with Jim Wolfman in Pardee's Motion for Summary Judgment and our cross-motion for summary judgment; matter taken under advisement, but our cross-motion for summary judgment is granted; teleconference with Wilkes; trial dates set.	ARCH
4886.01	03/05/2013	03/21/2013 A	300.00	0.50	150.00 Telephone conference with client regarding	ARCH
4886.01	03/07/2013	03/21/2013 A	450.00	1.25	562.50 Review	ARCH
4886.01	03/08/2013	03/21/2013 A	300.00	2.70	810.00 Prepare Order regarding Partial Summary Judgment (1.4); Email with James J. Jimmerson, Esq. regarding (1.0); (3); Research regarding	ARCH
4886.01	03/11/2013	03/21/2013 A	450.00	0.25	112.50 Conference with James M. Jimmerson, Esq. regarding	ARCH

Transaction 04/02/2013 2:44:02 PM

JA008299

Date: 04/02/2013

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

Page: 2

Client	Trans Date	Start Date	Rate	Hours to Bill	Amount	Ref #	
Client ID 4886.01 WILKES/ WOLFGRAM							
4886.01	03/11/2013	03/21/2013	A	300.00	0.20	60.00 Telephone conference with client regarding	ARCH
4886.01	03/12/2013	03/21/2013	A	300.00	2.60	760.00 Telephone conference with client (.2); Legal research in (2.4).	ARCH
4886.01	03/13/2013	03/21/2013	A	300.00	3.20	960.00 Legal research regarding (1.5); drafting Order regarding Motion for Summary Judgment (.5); call with clients regarding (1.2).	ARCH
4886.01	03/14/2013	03/21/2013	A	300.00	3.20	960.00 Legal research in (1.2); drafting order denying summary judgment (.5); drafting motion for leave to amend (1.5).	ARCH
4886.01	03/15/2013	03/21/2013	A	300.00	6.40	1,920.00 Review opposition to Motions in Limine (.2); drafting opposition to Motion in Limine on parol evidence (4.2); legal research (1.5); call with opposing counsel regarding orders and Motions in Limine (.5).	ARCH
4886.01	03/18/2013	03/21/2013	A	300.00	10.40	3,120.00 Drafting opposition to motion in limine regarding attorney's fees (8.4); legal research (2.0); call with client regarding	ARCH
4886.01	03/19/2013	03/21/2013	A	300.00	8.00	2,400.00 Reverse order denying Motion for Summary Judgment (.2); Draft Opposition to Motion in Limine for compensation of time (6.8); call with client regarding (1.5) and 8TH JUDICIAL DISTRICT COURT CLERK supplement (.5).	ARCH
4886.01	03/19/2013	03/21/2013	A	450.00	1.25	562.50 Review Objections to Motion in Limine	ARCH
4886.01	03/20/2013	03/21/2013	A	300.00	8.20	2,460.00 Prepare Opposition to Motion in Limine regarding disclosure after discovery deadline.	ARCH
4886.01	03/20/2013	03/21/2013	A	550.00	2.00	1,100.00 Pardee's Motion for Summary Judgment denied. Minutes received. Telephone conference with J. Wolfgram and W. Wilkes.	ARCH
Total for Client ID 4886.01							
			Billable	83.15	28,202.50	WILKES/ WOLFGRAM VS. PARDEE HOMES OF NEVADA	
GRAND TOTALS							
			Billable	83.15	28,202.50		

PLT710507

Tuesday 04/02/2013 11:03 am

JA008300

Date: 03/21/2013

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

Page: 1

Client	Trans Date	Sent Date	Rate	Hours to Bill	Amount	Ref #
Client ID 4886.01 WILKES/ WOLFGRAM						
4886.01	03/21/2013	03/21/2013	300.00	0.40	120.00 Redacted billing statement	ARCH
4886.01	03/21/2013	03/21/2013	300.00	0.40	120.00 Review Motion for Leave to File Second Amended Complaint	ARCH
4886.01	03/21/2013	04/21/2013	300.00	4.20	1,260.00 Prepare and draft Motion to Leave to File 2nd Amended Complaint, e-filed, emailed and mailed to opposing counsel	ARCH
4886.01	03/22/2013	03/21/2013	450.00	0.60	270.00 Review Reply Brief	ARCH
4886.01	03/22/2013	04/21/2013	300.00	0.20	60.00 Prepared and filed Notice of Hearing on Motion.	ARCH
4886.01	03/25/2013	04/21/2013	300.00	0.30	90.00 Prepare e-mail to opposing counsel regarding settlement.	ARCH
4886.01	03/26/2013	04/21/2013	300.00	0.20	60.00 Prepare e-mail for opposing counsel regarding EDCR 2.57 conference.	ARCH
4886.01	03/29/2013	04/21/2013	300.00	1.50	450.00 Prepare email to opposing counsel regarding motions in limine, EDCR 2.67 conference and phone call regarding the same.	ARCH
Total for Client ID 4886.01						
			Billable	7.80	2,430.00	WILKES/ WOLFGRAM
						VS. PARDEE HOMES OF NEVADA

GRAND TOTALS

Billable 7.80 2,430.00

PLTFF10508

Tuesday 03/21/2013 4:36 pm

JA008301

Date: 05/20/2013

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/WOLFGRAM						
4886.01	04/01/2013	04/21/2013	A	300.00	6.20	1,860.00 Trial preparation.
4886.01	04/02/2013	04/21/2013	A	300.00	0.70	210.00 Review of letter from opposing counsel regarding requesting advancing calendar call.
4886.01	04/02/2013	04/21/2013	A	300.00	4.50	1,350.00 Draft of letter in response to letter from opposing counsel regarding requesting advancing calendar call.
4886.01	04/03/2013	04/21/2013	A	450.00	0.25	112.50 Conference with James M. Jimmerson, Esq. regarding
4886.01	04/03/2013	04/21/2013	A	300.00	1.50	450.00 Drafting of Offer of Judgment
4886.01	04/03/2013	04/21/2013	A	300.00	0.20	60.00 Review of
4886.01	04/03/2013	04/21/2013	A	300.00	0.50	150.00 Prepare letter to counsel with opposing counsel regarding teleconference.
4886.01	04/04/2013	04/21/2013	A	300.00	0.30	90.00 Telephone call to Judge's chambers regarding trial dates.
4886.01	04/04/2013	04/21/2013	A	300.00	0.30	90.00 Telephone conference with Pal Lundvall regarding setting of trial.
4886.01	04/05/2013	04/21/2013	A	300.00	0.40	120.00 Call with P. Lundvall re: trial setting
4886.01	04/05/2013	04/21/2013	A	300.00	0.20	60.00 Conference with James J. Jimmerson, Esq. in advance of call with opposing counsel
4886.01	04/05/2013	04/21/2013	A	300.00	1.40	420.00 Legal research on
4886.01	04/05/2013	04/21/2013	A	300.00	1.00	300.00 drafting subpoenas of trial
4886.01	04/05/2013	04/21/2013	A	550.00	0.40	220.00 Telephone conference; Pardee wants to bifurcate Trial; we do not agree.
4886.01	04/08/2013	04/21/2013	A	450.00	0.40	180.00 Conference with James M. Jimmerson, Esq. and James J. Jimmerson, Esq. regarding
4886.01	04/08/2013	04/21/2013	A	450.00	2.00	900.00 Review deposition of Jim Wolfgram.
4886.01	04/08/2013	04/21/2013	A	300.00	1.50	450.00 Meeting with client for
4886.01	04/08/2013	04/21/2013	A	300.00	1.50	450.00 Meeting with client regarding
4886.01	04/08/2013	04/21/2013	A	300.00	0.20	60.00 email with opposing counsel re: trial date.
4886.01	04/08/2013	04/21/2013	A	300.00	0.30	90.00 Telephone Conference with opposing counsel re: trial date and preserving Wilkes testimony
4886.01	04/08/2013	04/21/2013	A	300.00	1.00	300.00 Drafting reply to motion for leave to amend to file 2nd amended complaint.
4886.01	04/09/2013	04/21/2013	A	300.00	0.20	60.00 email w/copp, counsel re: trial date
4886.01	04/09/2013	04/21/2013	A	300.00	0.30	90.00 correspondence w/ court on trial
4886.01	04/10/2013	04/21/2013	A	450.00	0.50	225.00 Review Opposition to Plaintiff's Motion to file Amended Complaint
4886.01	04/12/2013	04/21/2013	A	300.00	0.30	90.00 Telephone conference with client regarding
4886.01	04/18/2013	04/21/2013	A	550.00	1.60	880.00 Review and revise Reply to Opposition and Amend Complaint

22/11/2013

Monday 05/20/2013 7:48 am

JA008302

Total for Client ID 4886.01

Client

Trans
Date

Sent M
Date P

Rate
Bilable

Hours
to Bill
27.65

Amount
9,492.50

GRAND TOTALS

Bilable

27.65

9,492.50

Veran Fee: SECTION FIVE LIST
JIMMER, HANSEN, P.C.

WILKES/WOLFRAM
VS. PARDEE HOMES OF NEVADA

PLTF10812

JA008303

Monday 05/20/2013 1:48 PM

Date: 07. . J13

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

Page: 1

Client	Trans Date	Start Date	Hours to Bill	Amount	Ref #
Client ID 4886.01 WILKES/ WOLFRAH					
4886.01	04/22/2013	05/21/2013 A	6.00		ARCH
4886.01	04/22/2013	05/21/2013 A	0.50		ARCH
4886.01	04/23/2013	05/21/2013 A	10.50		ARCH
4886.01	04/23/2013	05/21/2013 A	0.75		ARCH
4886.01	04/25/2013	05/21/2013 A	2.00		ARCH
4886.01	04/26/2013	05/21/2013 A	0.50		ARCH
4886.01	04/26/2013	05/21/2013 A	2.00		ARCH
4886.01	04/26/2013	05/21/2013 A	0.20		ARCH
4886.01	04/26/2013	05/21/2013 A	0.50		ARCH
4886.01	04/26/2013	05/21/2013 A	0.40		ARCH
4886.01	04/29/2013	05/21/2013 A	4.80		ARCH
4886.01	04/29/2013	05/21/2013 A	0.20		ARCH
4886.01	04/30/2013	05/21/2013 A	0.30		ARCH
4886.01	05/01/2013	05/21/2013 A	3.20		ARCH
4886.01	05/09/2013	05/21/2013 A	0.50		ARCH
4886.01	05/09/2013	05/21/2013 A	6.00		ARCH
4886.01	05/09/2013	05/21/2013 A	0.50		ARCH
4886.01	05/10/2013	05/21/2013 A	1.50		ARCH
4886.01	05/10/2013	05/21/2013 A	14.20		ARCH
4886.01	05/11/2013	05/21/2013 A	0.60		ARCH
4886.01	05/13/2013	05/21/2013 A	0.20		ARCH
4886.01	05/13/2013	05/21/2013 A	0.75		ARCH
4886.01	05/14/2013	05/21/2013 A	0.10		ARCH
4886.01	05/15/2013	05/21/2013 A	0.10		ARCH
4886.01	05/15/2013	05/21/2013 A	0.50		ARCH

JA008304

SUMMARY OF PLAINTIFFS ATTORNEY FEES & DAMAGES, FEB 9 2011 – MAY 10 2013

Timeframe	Gross Amount of Fees ¹	Interest on Fees ²	
Feb 2011 (28)	\$0	\$0	
Mar 2011 (27)	\$0	\$0	
Apr 2011 (26)	\$181.50	\$20.65	
May 2011 (25)	\$0	\$0	
June 2011 (24)	\$0	\$0	
July 2011 (23)	\$0	\$0	
Aug 2011 (22)	\$3,183.95	\$306.46	
Sept 2011 (21)	\$3,416.95	\$313.93	
Oct 2011 (20)	\$4,650.37	\$406.91	
Nov 2011 (19)	\$8,797.57	\$731.30	
Dec 2011 (18)	\$1,450.00	\$114.19	
Jan 2012 (17)	\$3,190.28	\$237.28	
Feb 2012 (16)	\$2,100.00	\$147.00	
Mar 2012 (15)	\$219.30	\$14.39	
Apr 2012 (14)	\$600.00	\$36.75	
May 2012 (13)	\$2,925.00	\$166.36	
June 2012 (12)	\$259.88	\$13.64	
July 2012 (11)	\$4,178.25	\$201.08	
Aug 2012 (10)	\$1,607.85	\$70.34	
Sept 2012 (9)	\$20,684.55	\$814.45	
Oct 2012 (8)	\$17,416.47	\$609.58	
Nov 2012 (7)	\$5,706.23	\$174.75	
Dec 2012 (6)	\$2,604.25	\$68.36	
Jan 2013 (5)	\$6,338.23	\$138.65	
Feb 2013 (4)	\$3,591.00	\$62.84	
Mar 2013 (3)	\$25,320.70	\$332.33	
Apr 2013 (2)	\$16,571.98	\$145.00	
May 2013 (1)	\$7,875.00	\$34.45	
TOTAL	\$142,869.56	\$5,160.69	\$148,030.25

TOTAL COMPENSATORY DAMAGES: \$6,000 (INTEREST FROM FEB 2011-MAY 2013: \$735.00)

TOTAL ATTORNEY FEES AND COMPENSATORY DAMAGES FACTORING IN INTEREST: \$154,765.25

¹ Computed by adding all fees highlighted in Purple and Yellow plus all non-highlighted fees that are first multiplied by 33.3%. For Reference, please see the attached computation of attorney fee damages, which was attached as Exhibit 1 to Plaintiff's 10th Supplement to NRCP 16.1 Disclosure of Witnesses and Documents, dated 5/31/2013.

² Computed by multiplying each month's fee amount by a rate of 5.25%, compounded monthly from the date of service of the Amended Complaint (2/9/2011) until the date when the Offer of Judgment expired (5/10/2013).

Exhibit 7

Exhibit 7

JA008306

DISTRICT COURT
CLARK COUNTY, NEVADA

JAMES WOLFRAM,
PLAINTIFF,

vs.

PARDEE HOMES OF NEVADA,
DEPENDANT.

CASE NO. A-10-632338-C

 COPY

TRANSCRIPT
OF
TRIAL PROCEEDINGS
VOLUME I

BEFORE THE HONORABLE KERRY L. EARLEY

DISTRICT COURT JUDGE

HELD ON FRIDAY, DECEMBER 13, 2013

AT 8:30 A.M.

APPEARANCES:

For the Plaintiff:	JAMES J. JIMMERSON, ESQ.
	JAMES M. JIMMERSON, ESQ.
For the Defendant:	PATRICIA K. LUNDVALL, ESQ.
	AARON D. SHIPLEY, ESQ.

Reported by: Loree Murray, CCR No. 426

Loree Murray, CCR #426
District Court IV

JA008307

1	<u>I N D E X</u>		
2	PLAINTIFFS'		PAGE
3	KLIF ANDREWS,		
4	Cross-Examination by Ms. Lundvall		3
5	Redirect Examination by Mr. J.J. Jimmerson		43
6	Recross-Examination by Ms. Lundvall		94
7	JAMES J. JIMMERSON,		
8	Direct Examination by Mr. J.J. Jimmerson		98
9	Cross-Examination by Ms. Lundvall	108,	117
10			
11			
12			
13			
14			
15	<u>EXHIBITS</u>	<u>IDENTIFIED</u>	<u>ADMITTED</u>
16	PLAINTIFFS'		
17	31 Copy of Billing Records	101	105
18			
19			
20			
21			
22			
23			
24			
25			

1 MR. J.M. JIMMERSON: Pat, I'm calling in all
2 favors for the scope objections to be waived for five
3 minutes myself.

4 JAMES J. JIMMERSON,
5 having been duly sworn to tell the truth, the whole
6 truth, and nothing but the truth, was examined and
7 testified as follows:

8 THE CLERK: For the record, please state your
9 first and last name.

10 THE WITNESS: James J. Jimmerson,
11 J-i-m-m-e-r-s-o-n.

12 THE CLERK: Thank you.

13 THE COURT: He's gonna do some housekeeping.
14 Let's go.

15 THE WITNESS: Go ahead, Jim.

16 DIRECT EXAMINATION

17 BY MR. J.M. JIMMERSON:

18 Q. I don't know what to call him, Mr. Jimmerson?

19 A. There you go, that's about as good as it's
20 ever been.

21 Q. What's your current occupation?

22 A. An attorney at law.

23 Q. And how are you employed as an employee?

24 A. The firm Jimmerson Hansen, A Professional
25 Corporation, employees me. I'm the president and

1 secretary.

2 Q. And how long have you been at Jimmerson
3 Hansen?

4 A. 1983 or '84.

5 Q. And how long have you been practicing law?

6 A. 37 years.

7 Q. And give us a brief history of some of your
8 career highlights, awards, etc.

9 MS. LUNDVALL: You know, your Honor.

10 THE COURT: We'll stipulate.

11 MS. LUNDVALL: Is this gonna be relevant.

12 THE COURT: I'll stipulate for foundation.

13 Just, why don't you just do his qualifications for
14 saying what the hourly rate was, his knowledge on that.

15 Isn't that the substance basically?

16 THE WITNESS: Totally.

17 MR. J.M. JIMMERSON: Exactly.

18 THE COURT: I'm sure Ms. Lundvall will
19 stipulate he's qualified to practice law, he has the
20 experience to do what he does, but do what you want.

21 THE WITNESS: All right.

22 THE COURT: I want to hear your highlights.

23 THE WITNESS: I don't want to tell them to
24 you. I'm just kidding, that's fine.

25 THE COURT: I think I've watched them.

1 OBY MR. J.M. JIMMERSON:

2 Q. I'll withdraw the question, Mr. Jimmerson.

3 What is your hourly rate you charged in this
4 matter?

5 A. \$550.

6 Q. Are you familiar with the market rate
7 generally for this type of litigation in Las Vegas?

8 A. Yes.

9 Q. And for your level of experience and
10 expertise, is this above market? Below market? At
11 market?

12 A. I think it's probably at market. It might be
13 a little lower. I've seen where other civil litigation
14 firms now are in the 6- to 800 an hour range.

15 Q. Okay. Do you supervise associates and other
16 staff in the course of this matter?

17 A. I did. I do.

18 Q. And do you believe, are they attached to an
19 hourly rate as well?

20 A. They are.

21 Q. And how do you assign that hourly rate?

22 A. I evaluate their length of experience as
23 lawyers, their skill irrespective of length of service,
24 their efficiency, if they're able to accomplish a great
25 deal in a shorter period of time, as opposed to taking

1 a lot of hours to accomplish what we think might take a
2 little shorter time.

3 So I look at their qualifications, I look at
4 their efficiency, I look at their dedication. And
5 there are factors under both Supreme Court Rule 1.5 and
6 a case many years ago in 1969 called Brunsell versus
7 Golden Gate National Bank that gives guidance to the
8 Court. There's also, in the family law world, a case
9 called Love versus Love, but between those sources.

10 There are some common factors that lawyers
11 and the Court look to toward setting reasonable fees
12 that are reasonably and necessarily incurred.

13 Q. And did you apply those factors as you set
14 your rates as it pertains to this case?

15 A. I do.

16 Q. And can you please flip to Exhibit 31A?

17 MS. LUNDVALL: Your Honor, all I have is 31.
18 Maybe counsel can give me a 31A.

19 THE COURT: Here's what I have as 31A.

20 Am I right?

21 MR. J.M. JIMMERSON: Yes, yes, your Honor.

22 Are we all on 31A now?

23 THE WITNESS: I will tell you the book
24 doesn't distinguish, Mr. Jimmerson, between 31 or 31A.

25 THE COURT: We were supposed to do this

1 insert over the pink.

2 THE WITNESS: We have the pink.

3 THE COURT: Do you have this?

4 THE WITNESS: Yes, ma'am, I do.

5 THE COURT: This is what I have.

6 MR. J.M. JIMMERSON: Yes, that's, that's 31A.

7 We did basically a substitute.

8 THE COURT: We did a substitute, so we need
9 the highlight in green.

10 Do you have it?

11 THE CLERK: I'll give him my copy here.

12 THE COURT: That book may not have it. We'll
13 give you the copy in the Court's exhibits. Okay, all
14 right. We can fix that.

15 Kristin said it must have happened when she
16 wasn't here.

17 MS. LUNDVALL: I agree, your Honor.

18 THE COURT: We'll stipulate.

19 BY MR. J.M. JIMMERSON:

20 Q. Mr. Jimmerson, what is that exhibit?

21 A. It is marked as Exhibit 31A. It is a portion
22 of the billings to Mr. Wolfram and Mr. Wilkes, pursuant
23 to our written fee agreements, for work that began in
24 November of 2010 through roughly mid June of 2013, that
25 focuses upon the work we did in this case prosecuting

1 the three claims in the complaint filed December of
2 2010.

3 Q. Is it a true and accurate copy of those
4 records?

5 A. I believe it is.

6 Q. Okay.

7 A. I personally reviewed this, obviously, before
8 I came here today.

9 Q. All right. Is that the bill that you would
10 send to Mr. Wolfram or Mr. Wilkes?

11 A. Yes, it has been sent --

12 Q. Okay.

13 A. -- to each of them.

14 Q. I can see there's highlights on that. Can
15 you, were those highlights part of the original bill
16 sent to the client, or were they added later?

17 A. No. They were added later.

18 Q. Why were they added later?

19 A. Well, we were trying to present, as part of
20 the plaintiffs' case in chief, the damages that would
21 speak to a couple of elements. One would be --

22 MS. LUNDVALL: Your Honor, I don't think this
23 witness is entitled to argue to the Court.

24 THE WITNESS: I'm not.

25 MS. LUNDVALL: I think he's entitled to

1 describe what the highlights are.

2 THE COURT: Explain the purpose of the
3 highlights.

4 MS. LUNDVALL: Thank you.

5 THE WITNESS: The purposes of the highlights
6 is to allocate the work that we believe is the totality
7 of work that is directed to the first claim for relief
8 from seeking an accounting from Pardee Homes of Nevada,
9 Inc.

10 BY MR. J.M. JIMMERSON:

11 Q. Are there highlights pertaining to other two
12 claims for relief?

13 A. The first claim for relief, I apologize. The
14 first claim for relief for accounting, the second claim
15 for relief is for the breach of the implied covenant of
16 good faith and fair dealing, and the third claim is
17 breach of contract for failure to keep them reasonably
18 informed.

19 MS. LUNDVALL: Your Honor, I'm going to move
20 to strike the last objection [sic]. The complaint is
21 itself -- the last piece of testimony. The complaint
22 itself would identify the specificity of the
23 allegations.

24 THE COURT: It would. I just want to orient,
25 because obviously they've broken it up, so for our

1 purposes, that's what you're doing.

2 THE WITNESS: And for the record, the
3 complaint is Exhibit O at trial.

4 Go ahead.

5 MR. J.M. JIMMERSON: I would like to move
6 this into evidence as Exhibit 31A.

7 THE COURT: Any objection, Ms. Lundvall?

8 MS. LUNDVALL: Your Honor, our objection
9 would be based upon relevance, but I believe that the
10 Court has already dealt with this issue, so there would
11 be a conditional admission.

12 THE COURT: I'm gonna go ahead and admit it.
13 You have your record on the issue.

14 MS. LUNDVALL: I do. Thank you.

15 THE COURT: You're not waiving anything by --

16 MS. LUNDVALL: Thank you, your Honor.

17 THE COURT: It's admitted. 31A is admitted.

18 BY MR. J.M. JIMMERSON:

19 Q. Have you come to a conclusion as to a
20 calculation of attorney fee damages as it pertains to
21 the accounting claim?

22 A. Yes.

23 Q. Okay. And how did you arrive at that
24 conclusion? What was the formula you applied?

25 A. I focused upon the task undertaken and

1 whether it had a direct relationship to accounting and
2 work needed to process our claim for accounting, "our
3 claim," meaning Mr. Wolfram and Mr. Wilkes. I, for
4 those specific tasks, I assigned a 100 percent charge.
5 If I charged \$250 for that day's entry, I would charge
6 a hundred percent for that. That is in yellow.

7 In addition, I added to that one third of the
8 unyellowed amount, which I call the white entries, just
9 simply black and white entries, because of the three
10 counts, we just associated one third for the accounting
11 counts of those unyellowed numbers, and the total is a
12 little over \$135,000 between the entire period of
13 November 2010 through June, the middle of June 2011,
14 which would put it essentially before we began the
15 trial.

16 Go ahead.

17 Q. Mr. Jimmerson, do you see that there is a set
18 of pink or purple highlights?

19 A. I do.

20 Q. Okay. And what do those apply to?

21 A. Those are specifically the breach of the
22 implied covenant of good faith and fair dealing and
23 breach of contract regarding failure to provide, to
24 keep the clients reasonably informed. On subpoenas and
25 custodians of records depositions, and a finite pinpointed

1 effort for those matters only totaling 7,600 and
2 change, but \$7,600.

3 Q. Okay. Do you believe that --

4 A. And let me add, the \$7,600 is part of the
5 135,000, it's not to be added on.

6 THE COURT: Okay. So the pink highlighted
7 ones are not to be added on, they've already been
8 assigned?

9 THE WITNESS: They were \$7,600 for purposes
10 of what we felt we had to do to obtain this information
11 under Counts 2 and 3, but they're part of the 135,000.
12 We aren't seeking a ago duplication.

13 THE COURT: That's what the highlights are?

14 THE WITNESS: That's correct.

15 BY MR. J.M. JIMMERSON:

16 Q. Have you supervised or been a participant in
17 the work since the drafting of the complaint in this
18 matter?

19 A. Yes.

20 Q. And has that supervision or participation
21 been continued to the present?

22 A. It has.

23 Q. Do you believe that these charges are a fair
24 and, fair and reasonable in light of the factors that
25 you discussed?

1 A. I do.

2 Q. Do you believe Mr. Wolfram and Mr. Wilkes
3 have received fair value for the charges?

4 A. I do.

5 MR. J.M. JIMMERSON: That's all I have, your
6 Honor.

7 THE COURT: Okay. I need to understand --
8 why don't you do cross-examination. I'm sorry.

9 CROSS-EXAMINATION

10 BY MS. LUNDVALL:

11 Q. Let me see if I can't understand your
12 testimony. Anything in yellow, you're asking for in
13 total; is that correct?

14 A. Yes. As aimed for the accounting claims,
15 Ms. Lundvall.

16 Q. Anything in black and white, you are dividing
17 that by three and asking for that?

18 A. That's right, as part of the accounting
19 claim.

20 Q. And anything in purple, that you're not
21 asking for?

22 A. No. Purple is what I call the breach of
23 contract for the keep reasonably informed information
24 and breach the implied covenant.

25 THE COURT: It's just for subpoenas, depositions,

Exhibit 8

Exhibit 8

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

Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Hours to Bill	Amount	Ref #
Client ID 4886.01 WILKES/ WOLFRAM								
4886.01	05/11/2013	1	A	5	550.00	0.60	330.00 Review Supplemental points and authorities regarding [REDACTED]	ARCH
4886.01	05/13/2013	19	A	4	350.00	0.20	70.00 Prepare emails to opposing counsel regarding: discovery	ARCH
4886.01	05/13/2013	2	A	5	450.00	0.75	337.50 Review Plaintiff's Supplement to Motion to Amend	ARCH
4886.01	05/14/2013	19	A	1	350.00	0.10	35.00 Telephone conference with opposing counsel regarding: discovery.	ARCH
4886.01	05/15/2013	19	A	2	350.00	0.10	35.00 Telephone call to opposing counsel regarding: discovery.	ARCH
4886.01	05/15/2013	19	A	2	350.00	0.50	175.00 Telephone call to opposing counsel regarding: trial date.	ARCH
4886.01	05/16/2013	19	A	4	350.00	0.30	105.00 Prepare email to opposing counsel regarding: deposition dates.	ARCH
4886.01	05/16/2013	19	A	1	350.00	0.30	105.00 Telephone conference with client regarding: [REDACTED]	ARCH
4886.01	05/16/2013	19	A	4	350.00	0.50	175.00 Prepare and draft Order.	ARCH
4886.01	05/16/2013	19	A	4	350.00	0.50	175.00 Prepare 9th Supplemental Disclosures.	ARCH
4886.01	05/20/2013	2	A	45	450.00	1.75	787.50 Meeting with Jim Wolfram	ARCH
4886.01	05/20/2013	19	A	7	350.00	1.00	350.00 Conference with client regarding: [REDACTED]	ARCH
4886.01	05/20/2013	19	A	4	350.00	0.50	175.00 Prepare for meeting.	ARCH
4886.01	05/20/2013	19	A	4	350.00	0.50	175.00 Draft of 9th Supplement, redacted billing.	ARCH
4886.01	05/22/2013	12	A	7	300.00	0.50	150.00 Discussion with James M. Jimmerson, Esq. [REDACTED]	ARCH
4886.01	05/22/2013	19	A	4	350.00	1.00	350.00 Prepare 9th Supplement.	ARCH
4886.01	05/22/2013	19	A	4	350.00	0.50	175.00 Prepare redacting bills.	ARCH
4886.01	05/22/2013	19	A	4	350.00	1.00	350.00 Prepare calculating dates.	ARCH
4886.01	05/22/2013	2	A	5	450.00	0.40	180.00 Review 9th supplement	ARCH
4886.01	05/24/2013	2	A	37	450.00	2.00	900.00 [REDACTED]	ARCH
4886.01	05/24/2013	19	A	6	350.00	1.50	525.00 Attend [REDACTED]	ARCH
4886.01	05/24/2013	19	A	7	350.00	0.50	175.00 Conference with Lynn M. Hansen, Esq. regarding: [REDACTED]	ARCH
4886.01	05/25/2013	2	A	136	450.00	0.50	225.00 Meet with James M. Jimmerson, Esq. regarding [REDACTED]	ARCH
4886.01	05/28/2013	19	A	4	350.00	1.20	420.00 Prepare Order, emailed opposing counsel for review and signature.	ARCH
4886.01	05/29/2013	2	A	37	450.00	2.00	900.00 Meet with Jim Wolfram regarding [REDACTED]	ARCH
4886.01	05/29/2013	2	A	5	450.00	0.25	112.50 Review proposed Order	ARCH
4886.01	05/29/2013	19	A	4	350.00	0.20	70.00 Prepare email to opposing counsel with scans of map.	ARCH
4886.01	05/29/2013	19	A	2	350.00	0.50	175.00 Telephone call to opposing counsel regarding: depo and order.	ARCH
4886.01	05/29/2013	19	A	1	350.00	0.30	105.00 Telephone conference with client.	ARCH
4886.01	05/29/2013	19	A	6	350.00	1.50	525.00 Attend [REDACTED]	ARCH
4886.01	05/29/2013	2	A	6	450.00	1.50	675.00 Attend [REDACTED]	ARCH
4886.01	05/30/2013	19	A	4	350.00	0.50	175.00 Prepare redacted billing statements.	ARCH
4886.01	05/31/2013	2	A	6	450.00	1.50	675.00 Attend deposition of Jim Wolfram	ARCH
4886.01	05/31/2013	19	A	111	350.00	1.40	490.00 Deposition of client.	ARCH
4886.01	05/31/2013	19	A	4	350.00	0.10	35.00 Email to opposing counsel regarding Eleventh Supplement.	ARCH
4886.01	05/31/2013	19	A	5	350.00	1.50	525.00 Drafting Eleventh Supplement / [REDACTED]	ARCH
4886.01	05/31/2013	2	A	6	450.00	1.40	630.00 Attend depo of client	ARCH
4886.01	06/03/2013	2	A	5	450.00	0.25	112.50 Review email to Opposing Counsel	ARCH
4886.01	06/06/2013	19	A	4	350.00	0.20	70.00 Prepare and filed Notice of Entry of Order.	ARCH
4886.01	06/06/2013	19	A	4	350.00	0.10	35.00 Filed Second Amended Complaint.	ARCH
4886.01	06/11/2013	19	A	4	350.00	0.50	175.00 Prepare emails to opposing counsel regarding: [REDACTED]	ARCH
4886.01	06/12/2013	19	A	4	350.00	1.00	350.00 Prepare emails to opposing counsel regarding: extension of time to respond.	ARCH
4886.01	06/12/2013	2	A	7	450.00	0.30	135.00 Conference with James M. Jimmerson, Esq. regarding [REDACTED]	ARCH
4886.01	06/13/2013	19	A	4	350.00	0.50	175.00 Prepare 9th Supplement.	ARCH
4886.01	06/19/2013	19	A	4	350.00	0.30	105.00 Prepare email to opposing counsel regarding: EDCR 2.67.	ARCH
4886.01	06/20/2013	19	A	2	350.00	0.10	35.00 Telephone call to [REDACTED]	ARCH
4886.01	06/24/2013	19	A	1	350.00	0.60	210.00 Telephone conference with opposing counsel and emails.	ARCH
4886.01	06/24/2013	19	A	8	350.00	2.00	700.00 Legal research [REDACTED]	ARCH
4886.01	06/24/2013	19	A	4	350.00	5.00	1,750.00 Prepare/Draft Motion to Supplement.	ARCH
4886.01	06/25/2013	19	A	4	350.00	0.80	280.00 Prepare / Revise Motion to Supplement.	ARCH
4886.01	06/28/2013	19	A	4	350.00	0.20	70.00 Prepare email to opposing counsel regarding: Motion to Supplement.	ARCH
4886.01	07/02/2013	19	A	4	350.00	0.30	105.00 Prepare email to opposing counsel regarding: EDCR 2.67 and Motions in Limine.	ARCH
4886.01	07/03/2013	19	A	5	350.00	0.50	175.00 Review answer and counterclaim.	ARCH
4886.01	07/03/2013	19	A	1	350.00	0.50	175.00 Telephone conference with opposing counsel	ARCH

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

Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Hours to Bill	Amount	Ref #
Client ID 4886.01 WILKES/ WOLFRAM								
4886.01	07/05/2013	19	A	4	350.00	2.50	875.00 regarding: answer and counterclaim.	ARCH
4886.01	07/08/2013	2	A	7	450.00	0.75	337.50 Prepare / draft reply to counterclaim.	ARCH
4886.01	07/08/2013	19	A	4	350.00	0.20	70.00 Conference with James M. Jimmerson, Esq.	ARCH
4886.01	07/09/2013	2	A	7	450.00	0.50	225.00 Prepare email to opposing counsel regarding: 2.67 discovery on counterclaim.	ARCH
4886.01	07/09/2013	19	A	9	350.00	2.00	700.00 Conference with James M. Jimmerson, Esq. and James J. Jimmerson, Esq. regarding [REDACTED]	ARCH
4886.01	07/09/2013	19	A	8	350.00	1.00	350.00 Court hearing regarding Motion for Leave to File Supplement, [REDACTED]	ARCH
4886.01	07/09/2013	19	A	1	350.00	0.50	175.00 Legal research on [REDACTED]	ARCH
4886.01	07/09/2013	1	A	79	550.00	1.00	550.00 Telephone conference with opposing counsel regarding: hearings and motions in limine.	ARCH
4886.01	07/10/2013	19	A	4	350.00	0.50	175.00 Court appearance on Motion for Leave to file Supplements; [REDACTED]	ARCH
4886.01	07/11/2013	2	A	7	450.00	0.60	270.00 Prepare / draft Order on motion for leave to supplement.	ARCH
4886.01	07/11/2013	19	A	10	350.00	0.70	245.00 Conference with James M. Jimmerson, Esq. regarding [REDACTED]	ARCH
4886.01	07/11/2013	19	A	4	350.00	4.00	1,400.00 Revise Order on Motion for Leave to Supplement.	ARCH
4886.01	07/11/2013	2	A	5	450.00	0.20	90.00 Prepare / draft reply to answer and counterclaim.	ARCH
4886.01	07/15/2013	2	A	7	450.00	0.20	90.00 Review Order and Supplement	ARCH
4886.01	07/15/2013	19	A	4	350.00	1.20	420.00 Conference with James M. Jimmerson, Esq. regarding [REDACTED]	ARCH
4886.01	07/16/2013	2	A	7	450.00	0.20	90.00 Prepare emails and telephone calls with opposing counsel regarding: motions in limine and EDCR 2.67 and Order.	ARCH
4886.01	07/17/2013	19	A	8	350.00	3.00	1,050.00 Conference with James M. Jimmerson, Esq. regarding [REDACTED]	ARCH
4886.01	07/17/2013	19	A	4	350.00	1.20	420.00 Legal research [REDACTED]	ARCH
4886.01	07/17/2013	19	A	8	350.00	2.00	700.00 Prepare emails with opposing counsel regarding: motions in limine and EDCR 2.67 and Order.	ARCH
4886.01	07/17/2013	19	A	1	350.00	0.20	70.00 Legal research on [REDACTED]	ARCH
4886.01	07/18/2013	2	A	7	450.00	0.25	112.50 Telephone conference with opposing counsel regarding: privilege.	ARCH
4886.01	07/18/2013	2	A	5	450.00	2.50	1,125.00 Conference with James M. Jimmerson, Esq. regarding [REDACTED]	ARCH
4886.01	07/18/2013	2	A	5	450.00	0.25	112.50 Review Motion to File Exhibits Under Seal	ARCH
4886.01	07/18/2013	19	A	4	350.00	2.50	875.00 Review Motion in Limine	ARCH
4886.01	07/18/2013	19	A	4	350.00	1.00	350.00 Prepare / drafting supplement to 16.1 disclosures.	ARCH
4886.01	07/18/2013	19	A	4	350.00	4.00	1,400.00 Prepare emails back and forth with opposing counsel regarding: motions in limine and EDCR 2.67 conference.	ARCH
4886.01	07/18/2013	19	A	4	350.00	6.00	2,100.00 Prepare / Draft Motions in Limine regarding: [REDACTED]	ARCH
4886.01	07/18/2013	19	A	4	350.00	3.50	1,225.00 Prepare / Draft Motions in Limine regarding: [REDACTED]	ARCH
4886.01	07/18/2013	19	A	4	350.00	1.50	525.00 Prepare / Draft Motion to File Exhibits Under Seal.	ARCH
4886.01	07/18/2013	19	A	4	350.00	2.00	700.00 Prepare / Draft Motions in Limine regarding: [REDACTED]	ARCH
4886.01	07/19/2013	12	A	4	350.00	1.30	455.00 [REDACTED]	ARCH
4886.01	07/22/2013	19	A	4	350.00	3.50	1,225.00 Prepare Privilege Log including [REDACTED]	ARCH
4886.01	07/22/2013	19	A	1	350.00	0.20	70.00 Prepare / drafting supplement to opposition to Motion in Limine #2.	ARCH
4886.01	07/22/2013	2	A	5	450.00	0.75	337.50 Telephone conference with opposing counsel regarding: disclosures and email same.	ARCH
4886.01	07/23/2013	19	A	4	350.00	2.00	700.00 Review and revise Motion	ARCH
4886.01	07/23/2013	19	A	79	350.00	1.00	350.00 Prepare / draft written discovery (RFA's, RFP'S and ROG's)	ARCH
4886.01	07/23/2013	2	A	6	450.00	0.75	337.50 Court appearance on Status Check.	ARCH
4886.01	07/23/2013	2	A	5	450.00	0.50	225.00 Attend Status Check	ARCH
4886.01	07/23/2013	2	A	5	450.00	0.75	337.50 Review Motion for Partial Summary Judgment filed by Defendant	ARCH
4886.01	07/24/2013	19	A	4	350.00	0.50	175.00 Revise and edit document request	ARCH
4886.01	07/25/2013	19	A	4	350.00	1.50	525.00 Prepare for EDCR 2.67 conference.	ARCH
4886.01	07/25/2013	19	A	4	350.00	0.20	70.00 Prepare for EDCR 2.67 conference.	ARCH
4886.01	07/25/2013	19	A	6	350.00	1.00	350.00 Prepare email to opposing counsel regarding: agreements on Harvey Whittemore.	ARCH
4886.01	07/25/2013	1	A	1	550.00	2.00	1,100.00 Attend EDCR 2.67 conference with Pat Lundvall and James J. Jimmerson, Esq..	ARCH
4886.01	07/29/2013	19	A	37	350.00	0.70	245.00 Rule 2.6 conference with Opposing Counsel	ARCH
4886.01	07/30/2013	19	A	37	350.00	0.30	105.00 Email and call to opposing counsel regarding: Motion & 7DCR 7.67.	ARCH
							Memo.	ARCH