

## Detail Cost Transaction File List

JIMMERSON HANSEN, P.C.

Client	Trans Date	Stmnt H Date	Rate	Amount	Ref #
Client ID 4886.01 WILKES/ WOLFRAM					
4886.01	09/19/2012	09/21/2012 A	0.100	PAGE. 5.20 COPIES OF BINDERS, 52 PP @ \$0.10 PER PAGE.	ARCH
4886.01	09/19/2012	09/21/2012 A	0.100	7.50 COPIES OF BINDER, 75 PP @ \$0.10 PER PAGE.	ARCH
4886.01	09/20/2012	09/21/2012 A	0.100	16.10 COPIES OF DOCS, 161 PP @ \$0.10 PER PAGE.	ARCH
4886.01	09/20/2012	09/21/2012 A	0.100	0.90 COPIES OF DOCS, 9 PP @ \$0.10 PER PAGE.	ARCH
4886.01	09/20/2012	09/21/2012 A	0.100	0.90 COPIES OF DOCS, 9 PP @ \$0.10 PER PAGE.	ARCH
4886.01	09/21/2012	10/21/2012 A	0.100	0.20 COPIES OF BATE STAMP, 2 PP @ \$0.10 PER PAGE.	ARCH
4886.01	09/21/2012	10/21/2012 A	0.100	70.30 COPIES OF BATE STAMP, 703 PP @ \$0.10 PER PAGE.	ARCH
4886.01	09/21/2012	10/21/2012 A	0.100	0.10 COPIES OF BATE STAMP, 1 PP @ \$0.10 PER PAGE.	ARCH
4886.01	09/21/2012	10/21/2012 A	0.100	41.00 COPIES OF DEPOSITION PREP DOCS, 410 PP @ \$0.10 PER PAGE.	ARCH
4886.01	09/21/2012	10/21/2012 A	0.100	5.00 COPIES OF BATE STAMPED COLOR COPIES, 50 PP @ \$0.10 PER PAGE.	ARCH
4886.01	09/21/2012	10/21/2012 A	0.100	101.40 COPIES OF BATE STAMPED BINDERS, 1014 PP @ \$0.10 PER PAGE.	ARCH
4886.01	09/21/2012	10/21/2012 A	0.100	15.50 COPIES OF BATE STAMPED COLOR COPIES, 155 PP @ \$0.10 PER PAGE.	ARCH
4886.01	09/21/2012	10/21/2012 A	0.100	1.50 COPIES OF BATE STAMPED COLOR COPIES, 15 PP @ \$0.10 PER PAGE.	ARCH
4886.01	09/21/2012	10/21/2012 A	0.100	88.50 COPIES OF BATE STAMPED COLOR COPIES, 885 PP @ \$0.10 PER PAGE.	ARCH
4886.01	09/21/2012	10/21/2012 A	0.100	PAGE. 14.80 COPIES OF EXHIBIT COPIES, 148 PP @ \$0.10 PER PAGE.	ARCH
4886.01	09/21/2012	10/21/2012 A	0.100	30.80 COPIES OF EXHIBIT COPIES, 308 PP @ \$0.10 PER PAGE.	ARCH
4886.01	09/21/2012	10/21/2012 A	0.100	2.80 COPIES OF EXHIBIT COPIES, 28 PP @ \$0.10 PER PAGE.	ARCH
4886.01	09/21/2012	10/21/2012 A	0.100	154.40 COPIES OF EXHIBIT COPIES, 1544 PP @ \$0.10 PER PAGE.	ARCH
4886.01	09/24/2012	10/21/2012 A	0.100	32.00 COPIES OF COPIES OF EXHIBITS, 320 PP @ \$0.10 PER PAGE.	ARCH
4886.01	09/24/2012	10/21/2012 A	0.100	24.00 COPIES OF COPY OF EXHIBITS, 240 PP @ \$0.10 PER PAGE.	ARCH
4886.01	09/24/2012	10/21/2012 A	0.100	109.60 COPIES OF COPY OF EXHIBITS, 1096 PP @ \$0.10 PER PAGE.	ARCH
4886.01	09/24/2012	10/21/2012 A	0.100	30.40 COPIES OF COPY OF EXHIBITS, 304 PP @ \$0.10 PER PAGE.	ARCH
4886.01	09/24/2012	10/21/2012 A	0.100	5.60 COPIES OF COPY OF EXHIBITS, 56 PP @ \$0.10 PER PAGE.	ARCH
4886.01	09/24/2012	10/21/2012 A	0.100	2.90 COPIES OF COPY OF EXHIBITS, 29 PP @ \$0.10 PER PAGE.	ARCH
4886.01	09/24/2012	10/21/2012 A	0.100	0.90 COPIES OF MAP, 9 PP @ \$0.10 PER PAGE.	ARCH
4886.01	09/25/2012	10/21/2012 A	0.100	0.40 COPIES OF MAP, 4 PP @ \$0.10 PER PAGE.	ARCH
4886.01	09/25/2012	10/21/2012 A	0.100	19.20 COPIES OF MAP, 192 PP @ \$0.10 PER PAGE.	ARCH
4886.01	09/25/2012	10/21/2012 A	0.100	0.30 COPIES OF DOCS, 3 PP @ \$0.10 PER PAGE.	ARCH
4886.01	09/25/2012	10/21/2012 A	0.100	2.20 COPIES OF COPIES OF MAPS, 22 PP @ \$0.10 PER PAGE.	ARCH
4886.01	09/25/2012	10/21/2012 A	0.100	5.90 COPIES OF DOCS, 59 PP @ \$0.10 PER PAGE.	ARCH
4886.01	09/26/2012	10/21/2012 A	0.100	1.10 COPIES OF EXHIBIT 12, 11 PP @ \$0.10 PER PAGE.	ARCH
4886.01	09/30/2012	10/21/2012 A	0.100	107.33 Requested documents 10/8/12 Clark County Recorder Map Copies	ARCH
4886.01	10/05/2012	10/21/2012 A	0.100	0.70 COPIES OF SUB, 7 PP @ \$0.10 PER PAGE.	ARCH
4886.01	10/05/2012	10/21/2012 A	0.100	0.40 COPIES OF NOD, 4 PP @ \$0.10 PER PAGE.	ARCH
4886.01	10/08/2012	10/21/2012 A	0.100	1,537.75 Original and 1 Certified Copy of Transcript of Jon Lash - Litigation Service - Invoice 904768	ARCH

PLTF10502



## Detail Cost Transaction File List

JIMMERSON HANSEN, P.C.

Client	Trans Date	Stmt H Date P	Rate	Amount	Ref #
Client ID 4886.01 WILKES/ WOLFRAM					
4886.01	10/08/2012	10/21/2012 A	0.100	1.80 COPIES OF DEPO, 18 PP @ \$0.10 PER PAGE.	ARCH
4886.01	10/11/2012	11/21/2012 A	0.100	1.00 COPIES OF DEPO, 10 PP @ \$0.10 PER PAGE.	ARCH
4886.01	10/12/2012	11/21/2012 A	0.100	3.20 COPIES OF DEPO, 32 PP @ \$0.10 PER PAGE.	ARCH
4886.01	10/15/2012	11/21/2012 A	0.100	0.30 COPIES OF NOTICE OF DEPO, 3 PP @ \$0.10 PER PAGE.	ARCH
4886.01	10/16/2012	11/21/2012 A	0.100	99.90 COPIES OF BATE STAMPING, 999 PP @ \$0.10 PER PAGE.	ARCH
4886.01	10/16/2012	11/21/2012 A	0.100	141.50 COPIES OF BATE STAMPING, 1415 PP @ \$0.10 PER PAGE.	ARCH
4886.01	10/17/2012	11/21/2012 A	0.100	60.80 COPIES OF DEPO OF JON LASH, 608 PP @ \$0.10 PER PAGE.	ARCH
4886.01	10/17/2012	11/21/2012 A	0.100	86.00 COPIES OF DEPO BINDER FOR JON LASH, 860 PP @ \$0.10 PER PAGE.	ARCH
4886.01	10/17/2012	11/21/2012 A	0.100	42.40 COPIES OF BATE STAMPING, 424 PP @ \$0.10 PER PAGE.	ARCH
4886.01	10/17/2012	11/21/2012 A	0.100	124.70 COPIES OF BATE STAMPING, 1247 PP @ \$0.10 PER PAGE.	ARCH
4886.01	10/17/2012	11/21/2012 A	0.100	119.60 COPIES OF DEPO BINDER FOR JON LASH, 1196 PP @ \$0.10 PER PAGE.	ARCH
4886.01	10/17/2012	11/21/2012 A	0.100	130.10 COPIES OF BATE STAMPING, 1301 PP @ \$0.10 PER PAGE.	ARCH
4886.01	10/17/2012	11/21/2012 A	0.100	1.00 COPIES OF DEPO PREP, 10 PP @ \$0.10 PER PAGE.	ARCH
4886.01	10/18/2012	10/21/2012 A	0.100	124.33 Travel expenses -Car Service from Carey International for Harvey Whittemore's Deposition in Reno - American Express Receipt	ARCH
4886.01	10/18/2012	11/21/2012 A	0.100	0.30 COPIES OF NOTICE OF DEPO LINDA JONES, 3 PP @ \$0.10 PER PAGE.	ARCH
4886.01	10/18/2012	11/21/2012 A	0.100	74.00 COPIES OF BATE STAMPING, 740 PP @ \$0.10 PER PAGE.	ARCH
4886.01	10/18/2012	11/21/2012 A	0.100	0.30 COPIES OF MAPS, 3 PP @ \$0.10 PER PAGE.	ARCH
4886.01	10/18/2012	11/21/2012 A	0.100	0.10 COPIES OF MAPS, 1 PP @ \$0.10 PER PAGE.	ARCH
4886.01	10/18/2012	11/21/2012 A	0.100	81.50 COPIES OF BATE STAMPING, 815 PP @ \$0.10 PER PAGE.	ARCH
4886.01	10/18/2012	11/21/2012 A	0.100	86.30 COPIES OF BATE STAMPING, 863 PP @ \$0.10 PER PAGE.	ARCH
4886.01	10/18/2012	11/21/2012 A	0.100	64.20 COPIES OF BATE STAMPING, 642 PP @ \$0.10 PER PAGE.	ARCH
4886.01	10/18/2012	11/21/2012 A	0.100	35.00 COPIES OF BATE STAMPING, 350 PP @ \$0.10 PER PAGE.	ARCH
4886.01	10/18/2012	11/21/2012 A	0.100	41.00 COPIES OF BATE STAMPING, 410 PP @ \$0.10 PER PAGE.	ARCH
4886.01	10/18/2012	11/21/2012 A	0.100	44.50 COPIES OF BATE STAMPING, 445 PP @ \$0.10 PER PAGE.	ARCH
4886.01	10/19/2012	11/21/2012 A	0.100	924.15 Original and 1 Certified Copy of Transcript of: Harvey Whittemore, Esq. by Litigation Services Invoice # 906158	ARCH
4886.01	10/20/2012	11/21/2012 A	0.100	140.41 UNITED PARCEL SERVICE delivery - Invoice 0000864181422	ARCH
4886.01	10/21/2012	11/21/2012 A	0.100	2.20 Legal document research at Federal Court serviced by PACER SERVICE CENTER usage period: 07/01/12 - 07/31/12	ARCH
4886.01	10/22/2012	11/21/2012 A	0.100	1,020.00 Copy Charges - Document Production (10,200 pgs @ .10)	ARCH
4886.01	10/24/2012	11/21/2012 A	0.100	25.00 COPIES OF DEPO PREP, 250 PP @ \$0.10 PER PAGE.	ARCH
4886.01	10/25/2012	11/21/2012 A	0.100	135.00 Process Service on Harvey Whittemore by Junes Legal Service, Inc. Invoice # 12101604	ARCH
4886.01	10/25/2012	11/21/2012 A	0.100	3.50 Electronic Filing - Order Granting Plaintiffs' Motion for Preferential Trial Setting	ARCH
4886.01	10/25/2012	11/21/2012 A	0.100	0.80 COPIES OF ROC, 8 PP @ \$0.10 PER PAGE.	ARCH
4886.01	10/25/2012	11/21/2012 A	0.100	0.30 COPIES OF DEPO PREP, 3 PP @ \$0.10 PER PAGE.	ARCH

PLTF10503

JA008775



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

Client ID	Client	Trans Date	Stmt Date	Rate	Amount	Ref #
Client ID 4886.01 WILKES/ WOLFRAM						
4886.01		10/26/2012	11/21/2012	A	0.30	COPIES OF BATE STAMPING, 3 PP @ \$0.10 PER PAGE.
4886.01		10/26/2012	11/21/2012	A	0.30	COPIES OF BATE STAMPING, 3 PP @ \$0.10 PER PAGE.
4886.01		10/26/2012	11/21/2012	A	0.100	COPIES OF FIFTH SUPPLEMENTAL, 32 PP @ \$0.10 PER PAGE.
4886.01		10/29/2012	11/21/2012	A	5.000	Hand Delivery
Item: Receipt of Copy 16.1 Supplement to Aaron Shipely, Esq.						
4886.01		10/29/2012	11/21/2012	A	3.50	Electronic Filing - Subpoena - Whittemore
4886.01		10/29/2012	11/21/2012	A	0.60	COPIES OF BATE STAMPING, 6 PP @ \$0.10 PER PAGE.
4886.01		10/29/2012	11/21/2012	A	2.40	COPIES OF DEPO PREP, 24 PP @ \$0.10 PER PAGE.
4886.01		10/29/2012	11/21/2012	A	1.20	COPIES OF DEPO PREP, 12 PP @ \$0.10 PER PAGE.
4886.01		10/29/2012	11/21/2012	A	20.20	COPIES OF DEPO PREP, 202 PP @ \$0.10 PER PAGE.
4886.01		10/31/2012	11/21/2012	A	216.40	Westlaw legal research charges, Usage Period: 10/01/2012 - 10/31/2012
4886.01		10/31/2012	11/21/2012	A	21.60	COPIES OF EXHIBITS TO MSJ, 216 PP @ \$0.10 PER PAGE.
4886.01		11/07/2012	11/21/2012	A	3.50	Electronic Filing - Opposition to Defendant's Motion for Summary Judgment and Plaintiffs Counter Motion for Partial Summary Judgment
4886.01		11/07/2012	11/21/2012	A	0.20	COPIES OF MSJ, 2 PP @ \$0.10 PER PAGE.
4886.01		11/08/2012	11/21/2012	A	1.70	COPIES OF MAPS, 17 PP @ \$0.10 PER PAGE.
4886.01		11/08/2012	11/21/2012	A	0.80	COPIES OF MAP, 8 PP @ \$0.10 PER PAGE.
4886.01		11/08/2012	11/21/2012	A	24.80	COPIES OF MSJ, 248 PP @ \$0.10 PER PAGE.
4886.01		11/08/2012	11/21/2012	A	0.40	COPIES OF MSJ, 4 PP @ \$0.10 PER PAGE.
4886.01		11/08/2012	11/21/2012	A	74.70	COPIES OF EXHIBITS FOR PLEADING, 747 PP @ \$0.10 PER PAGE.
4886.01		11/08/2012	11/21/2012	A	2.10	COPIES OF EXHIBITS FOR PLEADING, 21 PP @ \$0.10 PER PAGE.
4886.01		11/08/2012	11/21/2012	A	114.00	COPIES OF MSJ, 1140 PP @ \$0.10 PER PAGE.
4886.01		11/08/2012	11/21/2012	A	26.40	COPIES OF EXHIBITS TO PLEADING, 264 PP @ \$0.10 PER PAGE.
4886.01		11/08/2012	11/21/2012	A	5.40	COPIES OF EXHIBITS 8, 54 PP @ \$0.10 PER PAGE.
4886.01		11/08/2012	11/21/2012	A	2.70	COPIES OF MSJ, 27 PP @ \$0.10 PER PAGE.
4886.01		11/08/2012	11/21/2012	A	0.30	COPIES OF EXHIBITS, 3 PP @ \$0.10 PER PAGE.
4886.01		11/08/2012	11/21/2012	A	8.20	COPIES OF MSJ, 82 PP @ \$0.10 PER PAGE.
4886.01		11/09/2012	11/21/2012	A	3.50	Electronic Filing - Plaintiff's Motion to File Exhibits Under Seal
4886.01		11/09/2012	11/21/2012	A	3.50	Electronic Filing - Affidavit of James J. Jimmerson, Esq.
4886.01		11/09/2012	11/21/2012	A	3.50	Electronic Filing - Certificate of Service
4886.01		11/09/2012	11/21/2012	A	0.60	COPIES OF EXHIBITS 8, 6 PP @ \$0.10 PER PAGE.
4886.01		11/09/2012	11/21/2012	A	2.40	COPIES OF MSJ, 24 PP @ \$0.10 PER PAGE.
4886.01		11/09/2012	11/21/2012	A	1.80	COPIES OF MSJ, 18 PP @ \$0.10 PER PAGE.
4886.01		11/09/2012	11/21/2012	A	1.00	COPIES OF MSJ, 10 PP @ \$0.10 PER PAGE.
4886.01		11/13/2012	11/21/2012	A	31.70	COPIES OF MSJ, 317 PP @ \$0.10 PER PAGE.
4886.01		11/13/2012	11/21/2012	A	0.20	COPIES OF MSJ, 2 PP @ \$0.10 PER PAGE.
4886.01		11/13/2012	11/21/2012	A	6.90	COPIES OF MAPS, 69 PP @ \$0.10 PER PAGE.
4886.01		11/13/2012	11/21/2012	A	0.80	COPIES OF MAPS, 8 PP @ \$0.10 PER PAGE.
4886.01		11/13/2012	11/21/2012	A	0.40	COPIES OF MSJ, 4 PP @ \$0.10 PER PAGE.
4886.01		11/13/2012	11/21/2012	A	1.50	COPIES OF MAPS, 15 PP @ \$0.10 PER PAGE.
4886.01		11/13/2012	11/21/2012	A	6.40	COPIES OF MAPS, 64 PP @ \$0.10 PER PAGE.



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JIMMERSON HANSEN, P.C.

Client ID	Client	Trans Date	Stmnt Date	Rate	Amount	Ref #
Client ID 4886.01 WILKES/ WOLFRAM						
4886.01		11/14/2012	11/21/2012 A		3.50 Electronic Filing - Notice of Entry of Order	ARCH
4886.01		11/14/2012	11/21/2012 A	0.100	1.50 COPIES OF MSJ, 15 PP @ \$0.10 PER PAGE.	ARCH
4886.01		11/14/2012	11/21/2012 A	0.100	0.40 COPIES OF MSJ, 4 PP @ \$0.10 PER PAGE.	ARCH
4886.01		11/14/2012	11/21/2012 A	0.100	0.40 COPIES OF APPENDIX OF EXHIBITS, 4 PP @ \$0.10 PER PAGE.	ARCH
4886.01		11/14/2012	11/21/2012 A	0.100	0.80 COPIES OF MSJ, 8 PP @ \$0.10 PER PAGE.	ARCH
4886.01		11/15/2012	11/21/2012 A	0.100	0.40 COPIES OF APPENDIX, 4 PP @ \$0.10 PER PAGE.	ARCH
4886.01		11/15/2012	11/21/2012 A	0.100	0.80 COPIES OF MSJ, 8 PP @ \$0.10 PER PAGE.	ARCH
4886.01		11/15/2012	11/21/2012 A	0.100	0.10 COPIES OF MSJ, 1 PP @ \$0.10 PER PAGE.	ARCH
4886.01		11/16/2012	11/21/2012 A	0.100	0.40 COPIES OF MSJ, 4 PP @ \$0.10 PER PAGE.	ARCH
4886.01		11/16/2012	11/21/2012 A	0.100	0.10 COPIES OF MSJ, 1 PP @ \$0.10 PER PAGE.	ARCH
4886.01		11/29/2012	12/21/2012 A	0.100	1.00 COPIES OF LETTER AND PROPOSED MOTION, 10 PP @ \$0.10 PER PAGE.	ARCH
4886.01		11/30/2012	01/21/2013 A		1.82 Westlaw legal research charges, Usage Period: 11/20/2012 - 1/20/2013	ARCH
4886.01		12/05/2012	12/21/2012 A	0.100	0.70 COPIES OF HRG, 7 PP @ \$0.10 PER PAGE.	ARCH
4886.01		12/05/2012	12/21/2012 A	0.100	2.40 COPIES OF EX PARTE REQUEST, 24 PP @ \$0.10 PER PAGE.	ARCH
4886.01		12/13/2012	12/21/2012 A		36.60 Transcripts from Jennifer Church, Court Reporter - Check # 57707	ARCH
4886.01		12/17/2012	12/21/2012 A	0.100	0.10 COPIES OF AGMT, 1 PP @ \$0.10 PER PAGE.	ARCH
4886.01		12/17/2012	01/21/2013 A		117.89 Westlaw legal research charges, Usage Period: 11/20/2012 - 1/20/2013	ARCH
4886.01		12/18/2012	12/21/2012 A	0.100	0.60 COPIES OF LTR, 6 PP @ \$0.10 PER PAGE.	ARCH
4886.01		01/17/2013	01/21/2013 A		37.29 Westlaw legal research charges, Usage Period: 11/20/2012 - 1/20/2013	ARCH
4886.01		01/18/2013	01/21/2013 A	0.100	17.90 COPIES OF OPTION AGREEMENTS, 179 PP @ \$0.10 PER PAGE.	ARCH
4886.01		01/18/2013	01/21/2013 A	0.100	6.70 COPIES OF OPTION AGREEMENTS, 67 PP @ \$0.10 PER PAGE.	ARCH
4886.01		01/18/2013	01/21/2013 A	0.100	14.10 COPIES OF AMENDED AND RESTATED OPTION AGREEMENT, 141 PP @ \$0.10 PER PAGE.	ARCH
4886.01		01/18/2013	01/21/2013 A		0.30 COPIES OF AMENDMENT NO. 2, 3 PP @ \$0.10 PER PAGE.	ARCH
4886.01		01/18/2013	01/21/2013 A	0.100	23.30 COPIES OF OPTION AGREEMENT, 233 PP @ \$0.10 PER PAGE.	ARCH
4886.01		01/23/2013	02/21/2013 A	0.100	321.30 COPIES OF HEARING, 3213 PP @ \$0.10 PER PAGE.	ARCH
4886.01		01/24/2013	02/21/2013 A	0.100	6.90 COPIES OF HEARING, 69 PP @ \$0.10 PER PAGE.	ARCH
4886.01		01/25/2013	02/21/2013 A	0.100	0.90 COPIES OF HEARING, 9 PP @ \$0.10 PER PAGE.	ARCH
4886.01		01/25/2013	02/21/2013 A	0.100	1.20 COPIES OF HEARING, 12 PP @ \$0.10 PER PAGE.	ARCH
4886.01		01/27/2013	02/21/2013 A	0.100	0.20 COPIES OF HEARING, 2 PP @ \$0.10 PER PAGE.	ARCH
4886.01		01/27/2013	02/21/2013 A	0.100	0.10 COPIES OF HEARING, 1 PP @ \$0.10 PER PAGE.	ARCH
4886.01		01/27/2013	02/21/2013 A	0.100	0.10 COPIES OF HEARING, 1 PP @ \$0.10 PER PAGE.	ARCH
4886.01		01/29/2013	02/21/2013 A	0.100	0.40 COPIES OF NOTICE OF ENTRY OF ORDER, 4 PP @ \$0.10 PER PAGE.	ARCH
4886.01		02/01/2013	02/21/2013 A	0.100	1.00 COPIES OF MSJ, 10 PP @ \$0.10 PER PAGE.	ARCH
4886.01		02/04/2013	02/21/2013 A	0.100	67.80 COPIES OF MOTION BINDER, 678 PP @ \$0.10 PER PAGE.	ARCH
4886.01		02/04/2013	02/21/2013 A	0.100	85.30 COPIES OF MOTION BINDER, 853 PP @ \$0.10 PER PAGE.	ARCH
4886.01		02/04/2013	02/21/2013 A	0.100	52.30 COPIES OF MOTION BINDER, 523 PP @ \$0.10 PER PAGE.	ARCH
4886.01		02/04/2013	02/21/2013 A	0.100	56.90 COPIES OF MOTION BINDER, 569 PP @ \$0.10 PER PAGE.	ARCH



EXHIBIT 12

EXHIBIT 12



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

1 **SUPP**

2 JAMES J. JIMMERSON, ESQ.

3 Nevada Bar No. 000264

4 LYNN M. HANSEN, ESQ.

5 Nevada Bar No. 0244

6 JAMES M. JIMMERSON, ESQ.

7 Nevada Bar No. 12599

8 JIMMERSON HANSEN, P.C.

9 415 So. Sixth St., Ste. 100

10 Las Vegas, NV 89101

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

12 jji@jimmersonhansen.com

13 lmh@jimmersonhansen.com

14 jmj@jimmersonhansen.com

15 Attorney for Plaintiffs

16 *James Wolfram and Walt Wilkes*

17 **DISTRICT COURT**

18 **CLARK COUNTY, NEVADA**

19 JAMES WOLFRAM AND WALT WILKES

20 Plaintiffs,

21 vs.

22 PARDEE HOMES OF NEVADA,

23 Defendant.

CASE NO.: A-10-632338-C

DEPT NO.: IV

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

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

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///

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I.

WITNESSES

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

Plaintiffs' experts, if any, as yet unidentified.

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



II.

DOCUMENTS

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

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

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

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



- 1 L. Letter dated April 21, 2010 from Jim Wolfram to Mr. Jon Lash, (Bates No.  
2 PLTF0203-0205);
- 3 M. Letter dated May 17, 2010 from James J. Jimmerson, Esq., to Mr. John E. Lash,  
4 (Bates No. PLTF0206-0209);
- 5 N. Letter dated June 14, 2010 from Charles E. Curtis to James J. Jimmerson, Esq.,  
6 (Bates No. PLTF0210-0211);
- 7 Bates Nos. PLTF0212-0244 are the duplicative documents produced in  
8 Plaintiffs' Initial 16.1 Disclosure of Documents and Witnesses.
- 9 7. Documents produced by Stewart Title in response to Plaintiffs' Subpoena Duces  
10 Tecum on CD, (Bates No. PLTF0245-PLTF1423);
- 11 8 Documents produced by Chicago Title in response to Plaintiffs' Subpoena  
12 Duces Tecum on CD, (Bates No. PLTF1424-PLTF10414);
- 13 9. Documents produced by Coyote Springs Investments in response to Plaintiff's  
14 Duces Tecum on CD, (Bates No. CSI\_Wolfram 000014 -  
15 CSI\_Wolfram0003004), attached hereto;
- 16 10. Coyote Springs Investment, LLC's Privilege Log, (Bates No. PLTF10415 -  
17 PLTF10417), attached hereto;
- 18 11. Affidavit of Custodian of Records, (Bates No. PLTF10418-PLTF10419); attached  
19 hereto;
- 20 12. Non-Party Coyote Springs Investments, LLC's Supplement and Amended  
21 Objection and Response to Plaintiff's Subpoena Duces Tecum, (Bates  
22 PLTF10420-PLTF10424, attached hereto.
- 23 13. Chicago Title Company's previously bates stamped documents no. PLTF 1424  
24 through PLTF 10414 (on bottom right of documents bate stamped) and rebated  
25 as bates nos: Cht 00001 through Cht 08998 (on bottom left of documents bate  
26 stamped), including the Custodian of Records Subpoena to Chicago Title  
27 Company including the executed Certificate of Custodian of Records bates  
28 stamped as Cht 08997.
14. Stewart Title Company's previously bate stamped documents no. PLTF 0245  
through PLTF 1423 and rebated as bates nos: Stwt 0001 through 1202.  
Documents Stwt 0699 and Stwt 0731 are copy coversheets and were  
inadvertently bates stamped.
15. Copy of Plat Map recorded in the Clark County Recorder's Office in Book 138,  
page 51, bates PLTF 10427 through PLTF 10438.
16. Copy of Parcel Map recorded in the Clark County Recorder's Office in File 116,  
page 35, bates PLTF 10439 through PLTF 10440.
17. Copy of Parcel Map recorded in the Clark County Recorder's Office in File 117,  
page 18, bates PLTF 10441 through PLTF 10443.
18. Copy of Plat Map recorded in the Clark County Recorder's Office in Book 140,  
page 57, bates PLTF 10444 through PLTF10456.
19. Copy of Parcel Map recorded in the Clark County Recorder's Office in File 113,  
page 55, bates PLTF 10457 through PLTF 10462.



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

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

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

Plaintiffs reserve the right to identify and produce different and/or additional documents



1 as the investigation and discovery in this case proceeds.

3 III.

4 COMPUTATION OF DAMAGES

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

8 There are two primary components to this calculation. The first component is the loss  
9 of future commissions from future sales or takedowns of property located in Clark County,  
10 subject to the September 1, 2004 Commission Letter Agreement. There appears to be at least  
11 3,000 acres of property, defined as Option Property under the Option Agreement effective  
12 June 1, 2004, currently owned by Coyote Springs Investment, LLC in Township 13 South,  
13 Range 63 East M.D.M., Clark County, Nevada. Under the Option Agreement effective June  
14 1, 2004, these 3,000 acres can be purchased by Pardee and designated as Production  
15 Residential Property—a purchase and designation that would entitle Plaintiffs to a 1.5%  
16 commission on a per-acre price of \$40,000.00. If 3,000 acres were purchased by Pardee  
17 under this scenario, Plaintiffs would be entitled to \$1,800,000 in commissions. However  
18 Pardee's course of conduct in failing to appropriately discharge its duties under the  
19 Commission Letter Agreement has robbed Plaintiffs of this opportunity to be paid these  
20 commissions. Pardee's actions have served to reclassify the land originally labeled as  
21 Purchase Property and Option Property, and under the new reclassification, all Option  
22 Property has been removed from Clark County, thereby divesting Plaintiffs of any hope to  
23 collect any part of the \$1.8 million in commissions they could be paid had no reclassification  
24 occurred.

25 The second component of this calculation is attorney's fees. Plaintiffs' attorney's fees  
26 and costs currently exceed **\$146,000.00**. This amount represents all work from the date of  
27 drafting of the Complaint in November 2010 through **April 20, 2013**. Plaintiffs' attorney's fees  
28 and costs constitute damages pursuant to the September 1, 2004 Commission Letter  
Agreement. As stated in the Agreement, "In the event, either party brings an action to enforce



1 its rights under this Agreement, the prevailing party shall be awarded reasonable attorneys'  
2 fees and costs." Plaintiffs in bringing this suit expect to be the prevailing party and, as such,  
3 are entitled to their reasonable attorney's fees as damages for Defendant's breach of contract,  
4 breach of the covenant of good faith and fair dealing, **and for compelling the accounting**  
5 **due to Plaintiffs.**

6 As stated by the Court in its most recent minute order, Plaintiffs' claims for  
7 attorney fee damages are governed by *Sandy Valley Assoc. v. Sky Ranch Estates*  
8 *Owners Assoc.*, 117 Nev. 948 (2001). Pursuant to *Sandy Valley*, Plaintiffs calculate their  
9 attorney fee damages as follows: all fees and costs incurred for filing the complaint,  
10 prosecuting the claim for accounting, and seeking documents owed to Plaintiffs under  
11 the September 1, 2004 Commission Letter Agreement (for the breach of contract and  
12 breach of the covenant of good faith and fair dealing claims) plus one-third of the fees  
13 and costs incurred for the prosecution of all of the claims (as one of the three claims  
14 is for an accounting for which all of Plaintiffs' fees are damages). Exempt from the  
15 damages are fees in connection with the prosecution of the breach of contract and  
16 breach of the implied covenant of good faith and fair dealing claims, specifically not in  
17 furtherance of the recovery of documents. To date, Plaintiffs' attorney fee damages are  
18 greater than or equal to: \$102,960.00. Specifically, Plaintiffs' attorney fee damages for  
19 the accounting claim equal or exceed \$102,960.00; for the claim for the breach of  
20 contract equal or exceed \$7,307.50; and for the claim for the breach of the implied  
21 covenant of good faith and fair dealing claims equal or exceed \$7,307.50.

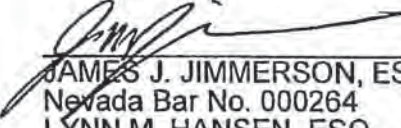
22 Finally, Plaintiffs must be compensated for the time and effort expended attempting to  
23 discover from public records what information was owed to them under the Commission Letter  
24 Agreement. Specifically, Plaintiffs spent at least 80 hours in attempting to acquire this  
25 information. At a fair hourly rate of \$80.00 per hour, Plaintiffs' damages equal or exceed  
26 \$6,400.00 for their time.



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

3       Dated this 22nd day of May, 2013.

4                               JIMMERSON HANSEN, P.C.

5                                 
6                               JAMES J. JIMMERSON, ESQ.  
7                               Nevada Bar No. 000264  
8                               LYNN M. HANSEN, ESQ.  
9                               Nevada Bar No. 0244  
10                              JAMES M. JIMMERSON, ESQ.  
11                              Nevada Bar No. 12599  
12                              415 So. Sixth St., Ste. 100  
13                              Las Vegas, NV 89101  
14                              Attorney for Plaintiffs  
15                              James Wolfram and Walt Wilkes



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

CERTIFICATE OF SERVICE

I hereby certify that service of a true and correct copy of PLAINTIFFS' NINTH SUPPLEMENT TO NRCP 16.1 DISCLOSURE OF WITNESSES AND DOCUMENTS was made on the 22nd day of May, 2013, 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 electronic service through the E-filing system

By facsimile, pursuant to EDCR 7.26

By receipt of copy as indicated below

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

  
An Employee of JIMMERSON HANSEN, P.C.



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

Client ID	Client	Trans Date	Stmnt Date	H P	Rate	Hours to Bill	Amount	Ref #
Client ID 4886.01 WILKES/ WOLFRAM								
4886.01		02/21/2013	03/21/2013	A	450.00	1.00	450.00	ARCH
4886.01		02/26/2013	03/21/2013	A	450.00	0.25	112.50	ARCH
4886.01		02/26/2013	03/21/2013	A	300.00	1.00	300.00	ARCH
4886.01		02/27/2013	03/21/2013	A	300.00	0.50	150.00	ARCH
4886.01		02/28/2013	03/21/2013	A	300.00	8.10	2,430.00	ARCH
4886.01		03/01/2013	03/21/2013	A	450.00	0.25	112.50	ARCH
4886.01		03/01/2013	03/21/2013	A	300.00	0.80	240.00	ARCH
4886.01		03/04/2013	03/21/2013	A	450.00	1.50	675.00	ARCH
4886.01		03/04/2013	03/21/2013	A	450.00	0.50	225.00	ARCH
4886.01		03/04/2013	03/21/2013	A	300.00	5.00	1,500.00	ARCH
4886.01		03/05/2013	03/21/2013	A	450.00	3.50	1,575.00	ARCH
4886.01		03/05/2013	03/21/2013	A	450.00	0.30	135.00	ARCH
4886.01		03/05/2013	03/21/2013	A	300.00	5.30	1,590.00	ARCH
4886.01		03/05/2013	03/21/2013	A	550.00	5.00	2,750.00	ARCH
4886.01		03/06/2013	03/21/2013	A	300.00	0.50	150.00	ARCH
4886.01		03/07/2013	03/21/2013	A	450.00	1.25	562.50	ARCH
4886.01		03/08/2013	03/21/2013	A	300.00	2.70	810.00	ARCH
4886.01		03/11/2013	03/21/2013	A	450.00	0.25	112.50	ARCH



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

Client	Trans Date	Stmt H Date P	Rate	Hours to Bill	Amount	Ref #
Client ID 4886.01 WILKES/ WOLFRAM						
4886.01	03/11/2013	03/21/2013 A	300.00	0.20	60.00	ARCH
					Telephone conference with client regarding	
4886.01	03/12/2013	03/21/2013 A	300.00	2.60	780.00	ARCH
					Telephone conference with client (.2); Legal research in (2.4).	
4886.01	03/13/2013	03/21/2013 A	300.00	3.20	960.00	ARCH
					Legal research regarding (1.5); drafting Order regarding Motion for Summary Judgment (.5); call with clients regarding (1.2).	
4886.01	03/14/2013	03/21/2013 A	300.00	3.20	960.00	ARCH
					Legal research in (1.2); drafting order denying summary judgment (.5); drafting motion for leave to amend (1.5).	
4886.01	03/15/2013	03/21/2013 A	300.00	6.40	1,920.00	ARCH
					Review opposition to Motions in Limine (.2); drafting opposition to Motion in Limine on parol evidence (4.2); legal research regarding orders and Motions in Limine (.5).	
4886.01	03/18/2013	03/21/2013 A	300.00	10.40	3,120.00	ARCH
					Drafting opposition to motion in limine regarding attorney's fees (8.4); legal research (2.0); call with client regarding	
4886.01	03/19/2013	03/21/2013 A	300.00	8.00	2,400.00	ARCH
					Revise 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	
4886.01	03/19/2013	03/21/2013 A	450.00	1.25	562.50	ARCH
					8TH JUDICIAL DISTRICT COURT CLERK supplement (.5).	
4886.01	03/20/2013	03/21/2013 A	300.00	8.20	2,460.00	ARCH
					Review Objections to Motion in Limine	
					Prepare Opposition to Motion in Limine regarding disclosure after discovery deadline.	
4886.01	03/20/2013	03/21/2013 A	550.00	2.00	1,100.00	ARCH
					Pardee's Motion for Summary Judgment denied; Minutes received; Telephone conference with J. Wolfram and W. Wilkes;	
Total for Client ID 4886.01			Billable	83.15	28,202.50	WILKES/ WOLFRAM VS. PARDEE HOMES OF NEVADA
				GRAND TOTALS		
				Billable	83.15	28,202.50



Date: 05/21/2013

## Detail Fee Transaction File List

Page: 1

JIMMERSON HANSEN, P.C.

Client	Trans Date	Stmt Date	H P	Rate	Hours to Bill	Amount	Ref #
Client ID 4886.01 WILKES/ WOLFRAM							
4886.01	03/21/2013	03/21/2013	A	300.00	0.40	120.00	ARCH
4886.01	03/21/2013	03/21/2013	A	300.00	0.40	120.00	ARCH
4886.01	03/21/2013	04/21/2013	A	300.00	4.20	1,260.00	ARCH
						Redact billing statement	
						Review Motion for Leave to File Second Amended Complaint.	
						Prepare and draft Motion to Leave to File 2nd Amended Complaint, e-filed, emailed and mailed to opposing counsel.	
4886.01	03/22/2013	03/21/2013	A	450.00	0.60	270.00	ARCH
4886.01	03/22/2013	04/21/2013	A	300.00	0.20	60.00	ARCH
4886.01	03/25/2013	04/21/2013	A	300.00	0.30	90.00	ARCH
4886.01	03/26/2013	04/21/2013	A	300.00	0.20	60.00	ARCH
						Prepare e-mail to opposing counsel regarding: settlement, conference.	
4886.01	03/29/2013	04/21/2013	A	300.00	1.50	450.00	ARCH
						Prepare email to opposing counsel regarding: motions in limine, EDCR 2.67 conference and phone call regarding the same.	
*total for Client ID 4886.01				Billable	7.80	2,430.00	
						WILKES/ WOLFRAM	
						VS. PARDEE HOMES OF NEVADA	

## GRAND TOTALS

Billable	7.80	2,430.00
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PLTF10508

JA008792

Tuesday 05/21/2013 4:20 pm



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

Client	Trans Date	Stmt Date	H Date	P	Rate	Amount	Ref #
Client ID 4886.01 WILKES/ WOLFRAM							
4886.01	02/27/2013	03/21/2013	A		0.100	0.60 COPIES OF 7TH SUPP, 6 PP @ \$0.10 PER PAGE.	ARCH
4886.01	02/27/2013	03/21/2013	A		0.100	0.10 COPIES OF 7TH SUPP, 1 PP @ \$0.10 PER PAGE.	ARCH
4886.01	02/27/2013	03/21/2013	A		0.100	1.60 COPIES OF 7TH SUPPL, 16 PP @ \$0.10 PER PAGE.	ARCH
4886.01	02/28/2013	03/21/2013	A		0.100	1.80 COPIES OF OPP, 18 PP @ \$0.10 PER PAGE.	ARCH
4886.01	02/28/2013	03/21/2013	A		0.100	0.80 COPIES OF OPP, 8 PP @ \$0.10 PER PAGE.	ARCH
4886.01	03/11/2013	03/21/2013	A			287.00 Deposition transcript of Proceedings March 5, 2013 - Jennifer Church Court Reporter	ARCH
4886.01	03/14/2013	03/21/2013	A			3.50 Electronic Filing - Order Granting Plaintiffs Counter-motion for Summary Judgment	ARCH
4886.01	03/15/2013	03/21/2013	A			3.50 Electronic Filing	ARCH
4886.01	03/15/2013	03/21/2013	A			3.50 Electronic Filing	ARCH
4886.01	03/15/2013	03/21/2013	A			3.50 Electronic Filing - Notice of Entry of Order	ARCH
4886.01	03/15/2013	03/21/2013	A	0.100	1.10	COPIES OF NOEJ, 11 PP @ \$0.10 PER PAGE.	ARCH
4886.01	03/19/2013	03/21/2013	A	0.100	0.50	COPIES OF EXHIBITS, 5 PP @ \$0.10 PER PAGE.	ARCH
4886.01	03/20/2013	03/21/2013	A		3.50	Electronic Filing - Plaintiffs Opposition to Defendant's Motion in Limine to Exclude Plaintiffs Claim for Attorney's Fees as an Element of Damages MIL 1	ARCH
4886.01	03/20/2013	03/21/2013	A		3.50	Electronic Filing - Plaintiffs Opposition to Defendants Motion in Limine to Plaintiffs Claim for Damages in the Form of Compensation for Time MIL 2	ARCH
4886.01	03/20/2013	03/21/2013	A		3.50	Electronic Filing - Plaintiffs Opposition to Defendants Motion in Limine to exclude Parol Evidence MIL 3	ARCH
4886.01	03/20/2013	03/21/2013	A		3.50	Electronic Filing - Plaintiffs' Opposition to defendant's Motion in Limine to Exclude all Documents and Witnesses Disclosed After the Close of Discovery (MIL #4)	ARCH
4886.01	03/20/2013	03/21/2013	A		3.50	Electronic Filing - Plaintiffs' Opposition to Defendant's Motion in Limine to Exclude all Documents and Witnesses Disclosed After the Close of Discovery (MIL #4)	ARCH
4886.01	03/20/2013	03/21/2013	A		847.04	Westlaw legal research charges, Usage Period: March 2013	ARCH
Total for Client ID 4886.01					Billable	1,172.04	
WILKES/ WOLFRAM							
VS. PARDEE HOMES OF NEVADA							
GRAND TOTALS							
					Billable	1,172.04	



Date: 04/02/2013

**Detail Payment Transaction File List**  
JIMMERSON HANSEN, P.C.

Page: 1

Client	Trans Date	Stmt H Date	Rate	Amount	Ref #
Client ID 4886.01 WILKES/ WOLFRAM	03/13/2013	03/21/2013	A		
4886.01				10.25	ARCH
				Payment received. Thank you.	
				Check # 104 Jennifer D. Church Court Reporter (refund overpayment)	
Total for Client ID 4886.01				10.25	
				WILKES/ WOLFRAM	
				VS. PARDEE HOMES OF NEVADA	

**GRAND TOTALS**

Payments 10.25

JA008794 PLTF10510

Tuesday 04/02/2013 11:04 am



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

Client	Trans Date	Stmt Date	H	Rate	Hours to Bill	Amount	Ref #
Client ID 4886.01 WILKES/WOLFRAM							
4886.01	04/01/2013	04/21/2013	A	300.00	6.20	1,860.00	ARCH
						Trial preparation,	
4886.01	04/02/2013	04/21/2013	A	300.00	0.70	210.00	ARCH
						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	ARCH
						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	ARCH
						Conference with James M. Jimmerson, Esq. regarding	
4886.01	04/03/2013	04/21/2013	A	300.00	1.50	450.00	ARCH
						Drafting of Offer of Judgment.	
4886.01	04/03/2013	04/21/2013	A	300.00	0.20	60.00	ARCH
						Review of	
4886.01	04/03/2013	04/21/2013	A	300.00	0.50	150.00	ARCH
						Prepare letter to counsel with opposing counsel regarding: teleconference.	
4886.01	04/03/2013	04/21/2013	A	300.00	0.30	90.00	ARCH
						Telephone call to Judge's chambers regarding: trial dates.	
4886.01	04/04/2013	04/21/2013	A	300.00	0.30	90.00	ARCH
						Telephone conference with Pat Lundvall regarding: setting of trial.	
4886.01	04/05/2013	04/21/2013	A	300.00	0.40	120.00	ARCH
						Call with P Lundvall re: trial setting	
4886.01	04/05/2013	04/21/2013	A	300.00	0.20	60.00	ARCH
						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	ARCH
						Legal research on	
4886.01	04/05/2013	04/21/2013	A	300.00	1.00	300.00	ARCH
						drafting subpoenas of trial	
4886.01	04/05/2013	04/21/2013	A	550.00	0.40	220.00	ARCH
						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	ARCH
						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	ARCH
						Review deposition of Jim Wolfram.	
4886.01	04/08/2013	04/21/2013	A	450.00	1.50	675.00	ARCH
						Meeting with client for	
4886.01	04/08/2013	04/21/2013	A	300.00	1.50	450.00	ARCH
						Meeting with client regarding:	
4886.01	04/08/2013	04/21/2013	A	300.00	0.20	60.00	ARCH
						email with opposing counsel re: trial date.	
4886.01	04/08/2013	04/21/2013	A	300.00	0.30	90.00	ARCH
						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	ARCH
						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	ARCH
						email w/opp; counsel re: trial date	
4886.01	04/09/2013	04/21/2013	A	300.00	0.30	90.00	ARCH
						correspondence w/ court on trial	
4886.01	04/10/2013	04/21/2013	A	450.00	0.50	225.00	ARCH
						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	ARCH
						Telephone conference with client regarding;	
4886.01	04/18/2013	04/21/2013	A	550.00	1.60	880.00	ARCH
						Review and revise Reply to Opposition and Amend Complaint	

PLTF10511

JA008795



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

Client	Trans Date	Stmnt H Date	Rate Billable	Hours to Bill	Amount
Total for Client ID 4886.01				27.65	9,492.50

WILKES/ WOLFRAM  
VS. PARDEE HOMES OF NEVADA

**GRAND TOTALS**

Billable	27.65	9,492.50
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EXHIBIT 13

EXHIBIT 13



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

1 **SUPP**  
2 JAMES J. JIMMERSON, ESQ.  
3 Nevada Bar No. 000264  
4 LYNN M. HANSEN, ESQ.  
5 Nevada Bar No. 0244  
6 JAMES M. JIMMERSON, ESQ.  
7 Nevada Bar No. 12599  
8 JIMMERSON HANSEN, P.C.  
9 415 So. Sixth St., Ste. 100  
10 Las Vegas, NV 89101  
11 Tel No.: (702) 388-7171; Fax No.: (702) 380-6406  
12 [jjj@jimmersonhansen.com](mailto:jjj@jimmersonhansen.com)  
13 [lmh@jimmersonhansen.com](mailto:lmh@jimmersonhansen.com)  
14 [imj@jimmersonhansen.com](mailto:imj@jimmersonhansen.com)  
15 Attorney for Plaintiffs  
16 *James Wolfram and Walt Wilkes*

DISTRICT COURT  
CLARK COUNTY, NEVADA

12 JAMES WOLFRAM AND WALT WILKES  
13 Plaintiffs,  
14 vs.  
15 PARDEE HOMES OF NEVADA,  
16 Defendant.

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

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

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

23 ///

24 ///

25 ///



I.

WITNESSES

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

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

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

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

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

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

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

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

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



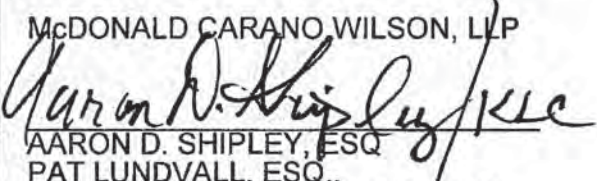
JIMMERSON HANSEN, P.C.  
415 South Sixth Street, Suite 100, Las Vegas, Nevada 89101  
Telephone (702) 388-7171 Facsimile (702) 387-1167

RECEIPT OF COPY

The undersigned hereby acknowledges receipt of copy of **PLAINTIFFS' FOURTH  
SUPPLEMENT TO NRCP 16.1 DISCLOSURE OF WITNESSES AND DOCUMENTS**

on this 27<sup>th</sup> day of August, 2011, at 3:45 a.m./p.m.

McDONALD CARANO WILSON, LLP

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



PISANELLI BICE  
3883 HOWARD HUGHES PARKWAY, SUITE 800  
LAS VEGAS, NEVADA 89169

1 James J. Pisanelli, Esq., Bar No. 4027  
jip@pisanellibice.com  
2 M. Magali Wysong, Esq., Bar No. 11742  
mmw@pisanellibice.com  
3 PISANELLI BICE PLLC  
3883 Howard Hughes Parkway, Suite 800  
4 Las Vegas, Nevada 89169  
Telephone: 702.214.2100  
5 Facsimile: 702.214.2101

6 *Attorneys for Non-Party*  
7 *Coyote Springs Investment LLC*

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

10  
11 JAMES WOLFRAM and WALT WILKES

12 Plaintiffs,

13 vs.

14 PARDEE HOMES OF NEVADA,

15 Defendants.

Case No.: A-10-632338-C  
Dept. No.: IV

**COYOTE SPRINGS INVESTMENT  
LLC'S PRIVILEGE LOG**

16 Coyote Springs Investment LLC ("CSI"), by and through its undersigned counsel, hereby  
17 submits its log of privileged documents as follows:

18 19 20	Document Number	Date	Document Type	Author(s)	Recipient	Subject of Document	Privilege Claimed
21	CSI_WOLFRAM0000150	October 2006	Bank statement	Bank of the West	Coyote Springs Investment LLC	Redacted bank account number.	Confidential information
22							
23	CSI_WOLFRAM0000151	August - October 2009	Bank statements	Bank of the West	Coyote Springs Investment LLC	Redacted bank account number.	Confidential information
24	CSI_WOLFRAM0000153						



PISANELLI BICE  
3883 HOWARD HUGHES PARKWAY, SUITE 800  
LAS VEGAS, NEVADA 89169

Doc. Number	Date	Type	Author(s)	Recipient	Notes/Attachments	Review Status
CSI_WOLFRAM0000154 - CSI_WOLFRAM0000168	August 2006 - November 2008	Bank statements	Bank of the West	Coyote Springs Investment LLC	Redacted bank account number.	Confidential information
CSI_WOLFRAM0000169 - CSI_WOLFRAM0000216	August 2004 - April 2009	Bank statements	U.S. Bank	Coyote Springs Investment LLC	Redacted bank account number.	Confidential information
CSI_WOLFRAM0000217	March 2005	Bank statement	Bank of the West	Coyote Springs Investment LLC	Redacted bank account number.	Confidential information
CSI_WOLFRAM0001467 - CSI_WOLFRAM0001547	May 2004	Agreement	Coyote Springs Investment and Pardee Homes of Nevada		Redacted. Attorney Work Product. Carl Savely, Esq.'s hand written notes regarding agreement.	Attorney Work Product
CSI_WOLFRAM0002519 - CSI_WOLFRAM0002520	Sept. 2006	Check	GC Wallace	Clark County	Redacted bank account number	Confidential information
CSI_WOLFRAM0002532 - CSI_WOLFRAM0002556	Sept. 2006	Check	GC Wallace	Clark County	Redacted bank account number	Confidential information
CSI_WOLFRAM0003000 - CSI_WOLFRAM0003004	August 4, 2004	Email	S. Levy	C. Savely, H. Whittemore, R. Derck, J. Lash, K. Andrews, D. Hale, S. Whittemore	Redacted note regarding forward of communication to counsel	Attorney Client Privilege
CSI_WOLFRAM0002997 - CSI_WOLFRAM0002999	July 6, 2004	Checklist	C. Savely		Withheld checklist prepared by counsel	Attorney Work Product



PISANELLI BICE  
3883 HOWARD HUGHES PARKWAY, SUITE 800  
LAS VEGAS, NEVADA 89169

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CSI reserves the right to amend, supplement or otherwise revise its privilege log.  
DATED this 24<sup>th</sup> day of August, 2012.

PISANELLI BICE PLLC

By: 

James J. Pisanelli, Esq., Bar No. 4027  
M. Magali Wysong, Esq., Bar No. 11742  
3883 Howard Hughes Parkway, Suite 800  
Las Vegas, NV 89169

*Attorneys for Plaintiffs Coyote Springs Investment  
LLC*



PISANELLI BICE  
3883 HOWARD HUGHES PARKWAY, SUITE 800  
LAS VEGAS, NEVADA 89169

1 **AFET**

2 James J. Pisanelli, Esq., Bar No. 4027

3 [jip@pisanellibice.com](mailto:jip@pisanellibice.com)

4 M. Magali Wysong, Esq., Bar No. 11742

5 [mmw@pisanellibice.com](mailto:mmw@pisanellibice.com)

6 PISANELLI BICE PLLC

7 3883 Howard Hughes Parkway, Suite 800

8 Las Vegas, Nevada 89169

9 Telephone: 702.214.2100

10 Facsimile: 702.214.2101

11 *Attorneys for Non-Party*

12 *Coyote Springs Investment LLC*

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

15 JAMES WOLFRAM and WALT WILKES

16 Plaintiffs,

17 vs.

18 PARDEE HOMES OF NEVADA,

19 Defendants.

Case No.: A-10-632338-C  
Dept. No.: IV

**AFFIDAVIT OF CUSTODIAN OF  
RECORDS**

20 STATE OF NEVADA

21 COUNTY OF CLARK

22 } ss:

23 I, EMILIA K. CARGILL, being duly sworn do hereby depose and say:

24 1. I am a resident of the State of Nevada, over 18 years of age, and am competent to  
25 testify to the matters stated herein based upon personal knowledge, except for those matters  
26 stated upon information and belief, and to those matters, I believe them to be true. If called as a  
27 witness, I would testify competently thereto.

28 2. I am the Senior Vice-President & General Counsel for Coyote Springs  
Investment LLC ("CSI"). In this capacity, I am in possession, custody and/or control of records  
for CSI and its affiliated entities

3. In or about November 2011, Coyote Springs Investment LLC ("CSI") received a  
Subpoena Duces Tecum ("Subpoena") in the above-captioned case of *Wolfram, et al. v. Pardee*



PISANELLI BICE  
3883 HOWARD HUGHES PARKWAY, SUITE 800  
LAS VEGAS, NEVADA 89169

1 *Homes of Nevada*, Case No. A-10-632338-C, requesting the production of documents and things  
2 delineated in the Subpoena.

3 4. I and/or persons acting under my supervision searched CSI's records for  
4 documents responsive to the Subpoena subject to the objections previously served.

5 5. CSI maintains records for varying lengths of time depending upon the subject  
6 matter of the records.

7 6. CSI located responsive documents, true and correct copies of which have been  
8 produced herewith in electronic form, and Bates numbered CSI\_WOLFRAM0000001 -  
9 CSI\_WOLFRAM0003004.

10 DATED this 24<sup>th</sup> day of August, 2012.

11 *Emilia K. Cargill*  
12 EMILIA K. CARGILL

13 SIGNED and SWORN to before me  
14 on this 24<sup>th</sup> day of August, 2012.

15 *Chappell Towne*  
16 NOTARY PUBLIC, in and for said  
17 County and State





PISANELLI BICE  
3883 HOWARD HUGHES PARKWAY, SUITE 800  
LAS VEGAS, NEVADA 89169

1 **RESP**

2 James J. Pisanelli, Esq., Bar No. 4027

3 [jjp@pisanellibice.com](mailto:jjp@pisanellibice.com)

4 M. Magali Wyson, Esq., Bar No. 11742

5 [mmw@pisanellibice.com](mailto:mmw@pisanellibice.com)

6 PISANELLI BICE PLLC

7 3883 Howard Hughes Parkway, Suite 800

8 Las Vegas, Nevada 89169

9 Telephone: 702.214.2100

10 Facsimile: 702.214.2101

11 *Attorneys for Non-Party*

12 *Coyote Springs Investment LLC*

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 JAMES WOLFRAM and WALT WILKES

16 Plaintiffs,

17 vs.

18 PARDEE HOMES OF NEVADA,

19 Defendants.

Case No.: A-10-632338-C

Dept. No.: IV

**NON-PARTY COYOTE SPRINGS  
INVESTMENT LLC'S  
SUPPLEMENTAL AND AMENDED  
OBJECTION AND RESPONSE TO  
PLAINTIFFS' SUBPOENA DUCES  
TECUM**

20 Coyote Springs Investment LLC ("CSI")<sup>1</sup> by and through its attorneys, the law firm of  
21 PISANELLI BICE, PLLC, hereby objects to the Subpoena Duces Tecum ("Subpoena") issued by  
22 Amanda J. Brookhyser, Esq., of Jimmerson Hansen, P.C., on behalf of Plaintiffs James Wolfram  
23 and Walt Wilkes ("Plaintiffs"), pursuant to Nev. R. Civ. P. 45(c)(2)(B) as follows;

24 1. CSI objects to the Subpoena as vague and ambiguous in that the phrase "Pardee  
25 Homes" appears to be a defined phrase, yet it is not defined or explained and is thus, subject to  
26 numerous interpretations making the request indecipherable and unduly burdensome by requiring  
27 CSI to speculate as to the information sought by the request;

28 <sup>1</sup> Initially, CSI objects to the Subpoena as vague and ambiguous in that the term "Coyote  
Springs Investments, LLC" is undefined and is not a legal entity. CSI assumes that Plaintiffs are  
referring to CSI and respond accordingly.



1           2.     CSI objects to the Subpoena as Plaintiffs failed to take reasonable steps to avoid  
2 imposing an undue burden and expense on CSI by first seeking information in the possession,  
3 custody, or control of parties to the litigation that are duplicative of the information sought from  
4 CSI;

5           3.     CSI objects to the Subpoena as it is overly broad and unduly burdensome in its  
6 scope;

7           4.     CSI objects to the Subpoena as it requests the disclosure of confidential,  
8 proprietary information that is sensitive in nature that has not been disseminated publicly and is  
9 not subject to production;

10          5.     CSI objects to the Subpoena to the extent it seeks the production of information  
11 which is not in CSI's possession;

12          6.     CSI objects to the Subpoena to the extent it seeks the production of information  
13 that is protected by any absolute or qualified privilege or exemption, including, but not limited to,  
14 the attorney-client privilege and the attorney work-product exemption; and

15          7.     CSI objects to the Subpoena as it seeks the production of irrelevant information  
16 that is not reasonably calculated to lead to the discovery of admissible evidence.

17 **AMENDED RESPONSE TO SUBPOENA**

18           CSI hereby amends its response to the Subpoena by withdrawing objection No. 4 above to  
19 the extent it seeks production of confidential information in light of the Stipulated Confidentiality  
20 Agreement and Protective Order entered by the Court in the above referenced matter on  
21 December 16, 2011 and provided to CSI on or around July 27, 2012.

22 **SUPPLEMENTAL RESPONSE TO SUBPOENA**

23           CSI hereby supplements its objections to the Subpoena as follows: CSI further objects to  
24 the Subpoena as it is unduly burdensome in that CSI will incur excessive costs when the  
25 documents may be obtained by Plaintiffs from other sources more conveniently, less expensively,  
26 and with less burden.



PISANELLI BICE  
3883 HOWARD HUGHES PARKWAY, SUITE 800  
LAS VEGAS, NEVADA 89169

1 Subject to and without waiving the foregoing objections, CSI supplements its response to  
2 the Subpoena as follows: Please see documents produced concurrently herewith in electronic  
3 form, and Bates numbered CSI\_WOLFRAM0000001 - CSI\_WOLFRAM0003004.

4 Respondents reserve the right to amend and/or supplement their response, should they  
5 discover additional documents responsive to the Subpoenas.

6 DATED this <sup>24<sup>th</sup></sup> day of August, 2012.

7 PISANELLI BICE PLLC

8  
9 By: 

10 James J. Pisanelli, Esq., #4027  
11 M. Magali Wyson, Esq., #11742  
12 3883 Howard Hughes Parkway, Suite 800  
13 Las Vegas, Nevada 89169

14 Attorneys for Non-Party  
15 Coyote Springs Investment LLC  
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McDONALD-CARANO-WILSON  
100 WEST LEGACY STREET, 10<sup>TH</sup> FLOOR - SUITE 1000, LAS VEGAS, NV 89101  
TEL: 702.398.1100 FAX: 702.398.1101  
FACSIMILE: 702.398.1102

FORM ATTACHMENT "A"

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I, EMILIA K. Cargill (print or type full name), of  
Coyote Springs Inv. LLC (print or type full address), declare under penalty of perjury that I  
have read in its entirety and understand the Stipulated Confidentiality Agreement and  
Protective Order that was issued by the Eighth Judicial District Court of Clark County, Nevada  
on \_\_\_\_\_ [date] in the action entitled JAMES WOLFRAM and WALT WILKES v.  
PARDEE HOMES OF NEVADA; Case No. A-10-632338-C. I agree to comply with and to be  
bound by all of the terms of this Stipulated Confidentiality Agreement and Protective Order and  
I understand and acknowledge that failure to so comply could expose me to sanctions and  
punishment in the nature of contempt. I solemnly promise that I will not disclose in any  
manner any information or item that is subject to this Stipulated Confidentiality Agreement and  
Protective Order to any person or entity except in strict compliance with the provisions of this  
Stipulated Confidentiality Agreement and Protective Order.

I further agree to submit to the jurisdiction of the Eighth Judicial District Court of Clark  
County, Nevada for the purpose of enforcing the terms of this Stipulated Confidentiality  
Agreement and Protective Order, even if such enforcement proceedings occur after termination  
of this action.

Date: 8/24/2012

City and State where sworn and signed: Las Vegas, NV

Printed name: EMILIA K Cargill

Signature: Emilia K. Cargill



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3 I, EMILIA K. Cargill (print or type full name), of  
4 Coyote Springs Inv. LLC (print or type full address), declare under penalty of perjury that I  
5 have read in its entirety the foregoing instrument and agree to be bound by its terms.

I further agree to submit to the jurisdiction of the Eighth Judicial District Court of Clark County, Nevada for the purpose of enforcing the terms of this Stipulated Confidentiality Agreement and Protective Order, even if such enforcement proceedings occur after termination of this action.

Printed name: EMILIA K Cargill

Signature: Smriti K. Gupta

JA008711



EXHIBIT 8

EXHIBIT 8



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

**SUPP**

JAMES J. JIMMERSON, ESQ.  
Nevada Bar No. 000264  
LYNN M. HANSEN, ESQ.  
Nevada Bar No. 0244  
JAMES M. JIMMERSON, ESQ.  
Nevada Bar No. 12599  
JIMMERSON HANSEN, P.C.  
415 So. Sixth St., Ste. 100  
Las Vegas, NV 89101  
Tel No.: (702) 388-7171; Fax No.: (702) 380-6406  
[jjj@jimmersonhansen.com](mailto:jjj@jimmersonhansen.com)  
[lmh@jimmersonhansen.com](mailto:lmh@jimmersonhansen.com)  
[jmj@jimmersonhansen.com](mailto:jmj@jimmersonhansen.com)

Attorney for Plaintiffs  
*James Wolfram and Walt Wilkes*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

JAMES WOLFRAM AND WALT WILKES

Plaintiffs,

vs.

PARDEE HOMES OF NEVADA,

Defendant.

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

**PLAINTIFFS' FIFTH SUPPLEMENT TO NRCP 16.1 DISCLOSURE OF  
WITNESSES AND DOCUMENTS**

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

///

///

///



I.  
**WITNESSES**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

12 13. Jerry Masini  
Award Realty Corp.  
13 3015 S. Jones Blvd.  
14 Las Vegas, NV 89146

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

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

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

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

21 Plaintiffs' experts, if any, as yet unidentified.

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

24 II.

25 DOCUMENTS

26 Pursuant to NRCP 16.1(a)(1)(B), Plaintiffs provide the following documents relating to  
27 Plaintiffs and Defendants:  
28



1. Any and all written agreements between the Parties;
2. Any and all documents evidencing damages to the Plaintiffs;
3. Any and all correspondence between the Parties;
4. Any and all appropriate Custodian of Record documents;
5. Any and all pleadings in this matter;
6. Documents labeled Bates Numbers PLTL0001-PLTL00244;

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

- A. Option Agreement for the Purpose of Real Property and Joint Escrow Instructions dated May 2004 (Bates No. PLTF0001-0080);
- B. Amended and Restated Option Agreement for the Purchase of Real Property and Joint Escrow Instructions dated March 28, 2005, (Bates No. PLTF0081-0152);
- C. Two Assignments of Real Estate Commission and Personal Certification Agreement (Bates No. PLTF0153-0157A)
- D. Letter dated September 2, 2004 from Pardee Homes to Mr. Walt Walkes regarding the attached Commission letter dated September 1, 2004, (Bates No. PLTF0158-0162);
- E. Amendment No. 2 to Option Agreement for the Purchase of Real Property and Joint Escrow Instructions, (Bates No. PLTF0163-0174);
- F. Letter dated April 6, 2009 from Pardee Homes to Mr. Jim Wolfram, (Bates No. PLTF0175-0179);
- G. Letter dated April 23, 2009 from James J. Jimmerson, Esq., to Jim Stringer, Esq., (Bates No. PLTF0180-0187);
- H. Letter dated May 19, 2011 from James J. Jimmerson, Esq., to Jim Stringer, Esq., (Bates No. PLTF0188-0191);
- I. Letter dated July 10, 2009 from Charles E. Curtis to James J. Jimmerson, Esq., (Bates No. PLTF0192-0193);
- J. Letter dated August 26, 2009 from James J. Jimmerson, Esq., to Charles E. Curtis, (Bates No. PLTF0194-0196);
- K. Letter dated November 24, 2009 from Jon E. Lash to Mr. Jim Wolfram, (Bates No. PLTF0197-0202);
- L. Letter dated April 21, 2010 from Jim Wolfram to Mr. Jon Lash, (Bates No. PLTF0203-0205);
- M. Letter dated May 17, 2010 from James J. Jimmerson, Esq., to Mr. John E. Lash, (Bates No. PLTF0206-0209);



- N. Letter dated June 14, 2010 from Charles E. Curtis to James J. Jimmerson, Esq., (Bates No. PLTF0210-0211);
- Bates Nos. PLTF0212-0244 are the duplicative documents produced in Plaintiffs' Initial 16.1 Disclosure of Documents and Witnesses.
7. Documents produced by Stewart Title in response to Plaintiffs' Subpoena Duces Tecum on CD, (Bates No. PLTF0245-PLTF1423);
8. Documents produced by Chicago Title in response to Plaintiffs' Subpoena Duces Tecum on CD, (Bates No. PLTF1424-PLTF10414);
9. Documents produced by Coyote Springs Investments in response to Plaintiff's Duces Tecum on CD, (Bates No. CSI\_Wolfram 000014 - CSI\_Wolfram0003004), attached hereto;
10. Coyote Springs Investment, LLC's Privilege Log, (Bates No. PLTF10415 - PLTF10417), attached hereto;
11. Affidavit of Custodian of Records, (Bates No. PLTF10418-PLTF10419); attached hereto;
12. Non-Party Coyote Springs Investments, LLC's Supplement and Amended Objection and Response to Plaintiff's Subpoena Duces Tecum, (Bates PLTF10420-PLTF10424, attached hereto.
13. **Chicago Title Company's previously bates stamped documents no. PLTF 1424 through PLTF 10414 (on bottom right of documents bate stamped) and rebated as bates nos: Cht 00001 through Cht 08998 (on bottom left of documents bate stamped), including the Custodian of Records Subpoena to Chicago Title Company including the executed Certificate of Custodian of Records bates stamped as Cht 08997.**
14. **Stewart Title Company's previously bate stamped documents no. PLTF 0245 through PLTF 1423 and rebated as bates nos: Stwt 0001 through 1202. Documents Stwt 0699 and Stwt 0731 are copy coversheets and were inadvertently bates stamped.**
15. **Copy of Plat Map recorded in the Clark County Recorder's Office in Book 138, page 51, bates PLTF 10427 through PLTF 10438.**
16. **Copy of Parcel Map recorded in the Clark County Recorder's Office in File 116, page 35, bates PLTF 10439 through PLTF 10440.**
17. **Copy of Parcel Map recorded in the Clark County Recorder's Office in File 117, page 18, bates PLTF 10441 through PLTF 10443.**
18. **Copy of Plat Map recorded in the Clark County Recorder's Office in Book 140, page 57, bates PLTF 10444 through PLTF10456.**
19. **Copy of Parcel Map recorded in the Clark County Recorder's Office in File 113, page 55, bates PLTF 10457 through PLTF 10462.**
20. **Copy of Parcel Map recorded in the Clark County Recorder's Office in File 98, page 57, bates PLTF 10463 through PLTF 10468.**
21. **Copy of redacted billing sheets representing attorney's fees charged by**



1 Jimmerson Hansen, P.C. from November 3, 2010 through October 19, 2012,  
2 bates PLTF 10469 through PLTF 10481.

3 22. Affidavit of Peter J. Dingerson, bates PLTF 10482 through PLTF 10484.

4 23. Assignment of Rights, Title and Interest from Jay Dana on behalf of  
5 General Realty Group Inc. to Walt Wilkes, dated January 11, 2011, bates  
6 PLTF 10485.

7 24. Assignment of Rights, Title and Interest from Jerry Masini on behalf of  
8 Award Realty to James Wolfram, dated December 20, 2010, bates PLTF  
9 10486.

10 25. Letter from Jeffrey King, M.D. dated November 1, 2011 regarding the health  
11 of Walt Wilkes, bates PLTF 10487.

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

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

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

### 17 III.

### 18 COMPUTATION OF DAMAGES

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

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




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

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

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

22 Dated this 26<sup>th</sup> October, 2012

23 JIMMERSON HANSEN, P.C.

24   
25 JAMES J. JIMMERSON, ESQ.  
26 Nevada Bar No. 000264  
27 LYNN M. HANSEN, ESQ.  
28 Nevada Bar No. 0244  
JAMES M. JIMMERSON, ESQ.  
Nevada Bar No. 12599  
415 So. Sixth St., Ste. 100  
Las Vegas, NV 89101  
Attorney for Plaintiffs  
*James Wolfram and Walt Wilkes*



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

RECEIPT OF COPY

The undersigned hereby acknowledges receipt of copy of **PLAINTIFFS' FIFTH  
SUPPLEMENT TO NRCP 16.1 DISCLOSURE OF WITNESSES AND DOCUMENTS**

on this \_\_\_\_\_ day of October, 2012, at \_\_\_\_\_ a.m./p.m.

McDONALD CARANO WILSON, LLP

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



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

**AFFT**

JAMES J. JIMMERSON, ESQ.

Nevada Bar No.: 00264

LYNN M. HANSEN, ESQ.

Nevada Bar No.: 00244

JAMES M. JIMMERSON, ESQ.

Nevada Bar No.: 12599

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

Las Vegas, Nevada 89101

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

[jmh@jimmersonhansen.com](mailto:jmh@jimmersonhansen.com)

[jmi@jimmersonhansen.com](mailto:jmi@jimmersonhansen.com)

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

JAMES WOLFRAM and WALT WILKES

Plaintiffs,

vs.

PARDEE HOMES OF NEVADA,

Defendant

) CASE NO.: A-10-632338-C

) DEPT NO.: IV

**AFFIDAVIT OF PETER J. DINGERSON**

PETER J. DINGERSON, being first duly sworn, deposes and states:

I am over the age of 18 and am not a party to this action. I am familiar with the facts set forth herein, with the exception of those facts stated on information and belief and as to those facts, I believe them to be true.



1           1. Your Affiant is the owner and broker of D&W Real Estate, LLC and has  
2           personal knowledge of the facts and circumstances surrounding the issues stated in a  
3           letter from D&W Real Estate to Linda Jones at Stewart Title on May 3, 2005.

4           2. Your Affiant makes this Affidavit to clarify the purpose, intent, and effect  
5           of the letter dated May 3, 2005 from your Affiant to Linda Jones at Stewart Title;  
6           subject line re: Central Line Coyote Springs Transaction , escrow no.: 04-09-0209LJ.  
7

8           3. In May 2005, Award Realty Corp. irrevocably assigned, conveyed and  
9           granted to James Wolfram at D&W Real Estate all rights, title and interest Award  
10          Realty Corp. had in the September 1, 2004 Commission Letter Agreement, by and  
11          between Award Realty Corp., General Realty Group, Inc. and Pardee Homes of  
12          Nevada.  
13

14          4. For the avoidance of doubt as to the effect of Award Realty Corp.'s  
15          assignment to James Wolfram, in his personal capacity, your Affiant drafted a letter to  
16          Linda Jones at Stewart Title on May 3, 2005 instructing Stewart Title to make all  
17          commission payments owed to Mr. Wolfram, payable to Mr. Wolfram personally, and  
18          not to D&W Real Estate.  
19

20          5. Your Affiant, as the owner of D&W Real Estate, never intended to acquire  
21          any interest in Mr. Wolfram's rights, title and interest in the September 1, 2004  
22          Commission Letter Agreement. To the extent that Award Realty Corp. is unclear  
23          about the nature of the assignment of its rights and interest in the September 1, 2004  
24          Commission Letter Agreement to D&W Real Estate, your Affiant confirmed that Mr.  
25          Wolfram, personally, was being assigned Award Realty Corp.'s rights and interests  
26          under the September 1, 2004 Commission Letter Agreement.  
27  
28



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

1 6. Since May, 2005, Award Realty Corp. has not taken any interest in the  
2 Coyote Springs land transaction, escrow no.: 04-09-0209LJ. This is a result of Award  
3 Realty Corp.'s full and complete assignment to James Wolfram of all rights, title and  
4 interest it once had in the September 1, 2004 Commission Letter Agreement prior to  
5 the assignment.


6  
7 7. This Affidavit is made in good faith and for the purposes of clarifying any  
8 questions or uncertainties, if any there be, about certain documents related to the  
9 litigation between Mr. Wolfram and Mr. Wilkes and Pardee Homes of Nevada.

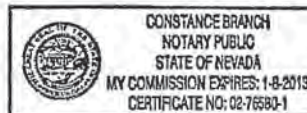
10 Further your Affiant sayeth naught.

11 DATED this 26<sup>TH</sup> day of October, 2012.

12  
13  
14  
15   
16 PETER JAY DINGERSON

17 SUBSCRIBED and SWORN to before  
18 me this 26 day of October, 2012.

19  
20  exp 1-8-13  
21 NOTARY PUBLIC in and for said  
22 COUNTY and STATE





FROM :

01/11/2011 14:03 17027364353

FAX NO. :

GENERALREALTYGROUP

Oct. 26 2012 02:58PM P5

PAGE 01

January 11, 2011

I, Jay Dana, Owner/Broker of General Realty Group INC, on behalf of General Realty Group, INC. hereby assign to Walter D. Wilkes and/or, Las Vegas Realty Center, Mark Carmen, Owner, Broker, all rights, title, and interest in that certain Commission Agreement (Commission Letter) dated September 1, 2004 between General Realty and Pardee Homes

January 11, 2011

By: Jay Dana, Owner/Broker  
General Realty Group, INC.



PLTF10485

JA008725



FROM :

FAX NO. :

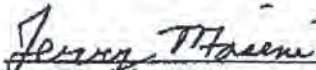
Oct. 26 2012 02:57PM P2

December 20, 2010

I, Jerry Masini, Owner/ Broker of Award Realty, on behalf of Award Realty, hereby assign to James F. Wolfram and/or D & W Real Estate LLC, Peter Dingerson, broker, all rights, title, and interest in that certain Commission Agreement (Commission Letter) dated September 1, 2004 between Award Realty and Pardee Homes.

December 20, 2010

By: Jerry Masini, Owner/Broker  
Award Realty

  
\_\_\_\_\_  
Jerry Masini

PLTF10486

JA008726



FROM :  
Nov 01 11 05:40p

WALT WILKES LVRC

FAX NO. :

Oct. 26 2012 02:59PM P7  
7029403373 p.1

Jeffrey King, MD

3438 Loma Vista Road  
Ventura CA 93003  
Phone: (805) 642-8109  
Fax: (805) 642-8100

November 1, 2011

To whom it may concern:

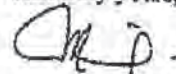
I have been Walter Wilkes' primary care physician since 2008. Over that time he has had multiple medical issues which have required supervision and treatment. These include hypertension, insulin dependent diabetes, cardiomyopathy, chronic kidney disease, kidney stones, prostate cancer, arthritis, neuropathy and atrial fibrillation. These affect his ability to travel and to sit for a prolonged time such as to give a deposition.

Additionally, he recently spent 4 days hospitalized at Community Memorial Hospital which included an intensive care unit stay while on a ventilator with blood pressure supporting medications.

I would appreciate any accommodations you could offer him in order to avoid exacerbating his medical conditions.

Thank you for your assistance.

Sincerely yours,



Jeffrey King MD

PLTF10487

JA008727



EXHIBIT 9

EXHIBIT 9



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

1 **SUPP**

2 JAMES J. JIMMERSON, ESQ.

3 Nevada Bar No. 000264

4 LYNN M. HANSEN, ESQ.

5 Nevada Bar No. 0244

6 JAMES M. JIMMERSON, ESQ.

7 Nevada Bar No. 12599

8 JIMMERSON HANSEN, P.C.

9 415 So. Sixth St., Ste. 100

10 Las Vegas, NV 89101

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

12 jjj@jimmersonhansen.com

13 lmh@jimmersonhansen.com

14 jmj@jimmersonhansen.com

15 Attorney for Plaintiffs

16 *James Wolfram and Walt Wilkes*

17 **DISTRICT COURT**

18 **CLARK COUNTY, NEVADA**

19 JAMES WOLFRAM AND WALT WILKES

20 Plaintiffs,

21 vs.

22 PARDEE HOMES OF NEVADA,

23 Defendant.

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

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

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

///

///

///



I.  
**WITNESSES**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

25 Plaintiffs' experts, if any, as yet unidentified.

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

## 28 II.

### DOCUMENTS

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



1. Any and all written agreements between the Parties;
2. Any and all documents evidencing damages to the Plaintiffs;
3. Any and all correspondence between the Parties;
4. Any and all appropriate Custodian of Record documents;
5. Any and all pleadings in this matter;
6. Documents labeled Bates Numbers PLTL0001-PLTL00244;

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

- A. Option Agreement for the Purpose of Real Property and Joint Escrow Instructions dated May 2004 (Bates No. PLTF0001-0080);
- B. Amended and Restated Option Agreement for the Purchase of Real Property and Joint Escrow Instructions dated March 28, 2005, (Bates No. PLTF0081-0152);
- C. Two Assignments of Real Estate Commission and Personal Certification Agreement (Bates No. PLTF0153-0157A)
- D. Letter dated September 2, 2004 from Pardee Homes to Mr. Walt Walkes regarding the attached Commission letter dated September 1, 2004, (Bates No. PLTF0158-0162);
- E. Amendment No. 2 to Option Agreement for the Purchase of Real Property and Joint Escrow Instructions, (Bates No. PLTF0163-0174);
- F. Letter dated April 6, 2009 from Pardee Homes to Mr. Jim Wolfram, (Bates No. PLTF0175-0179);
- G. Letter dated April 23, 2009 from James J. Jimmerson, Esq., to Jim Stringer, Esq., (Bates No. PLTF0180-0187);
- H. Letter dated May 19, 2011 from James J. Jimmerson, Esq., to Jim Stringer, Esq., (Bates No. PLTF0188-0191);
- I. Letter dated July 10, 2009 from Charles E. Curtis to James J. Jimmerson, Esq., (Bates No. PLTF0192-0193);
- J. Letter dated August 26, 2009 from James J. Jimmerson, Esq., to Charles E. Curtis, (Bates No. PLTF0194-0196);
- K. Letter dated November 24, 2009 from Jon E. Lash to Mr. Jim Wolfram, (Bates No. PLTF0197-0202);
- L. Letter dated April 21, 2010 from Jim Wolfram to Mr. Jon Lash, (Bates No. PLTF0203-0205);
- M. Letter dated May 17, 2010 from James J. Jimmerson, Esq., to Mr. John E. Lash, (Bates No. PLTF0206-0209);



- 1 N. Letter dated June 14, 2010 from Charles E. Curtis to James J. Jimmerson, Esq.,  
2 (Bates No. PLTF0210-0211);
- 3 Bates Nos. PLTF0212-0244 are the duplicative documents produced in  
4 Plaintiffs' Initial 16.1 Disclosure of Documents and Witnesses.
- 5 7. Documents produced by Stewart Title in response to Plaintiffs' Subpoena Duces  
6 Tecum on CD, (Bates No. PLTF0245-PLTF1423);
- 7 8 Documents produced by Chicago Title in response to Plaintiffs' Subpoena  
8 Duces Tecum on CD, (Bates No. PLTF1424-PLTF10414);
- 9 9. Documents produced by Coyote Springs Investments in response to Plaintiff's  
10 Duces Tecum on CD, (Bates No. CSI\_Wolfram 000014 -  
11 CSI\_Wolfram0003004), attached hereto;
- 12 10. Coyote Springs Investment, LLC's Privilege Log, (Bates No. PLTF10415 -  
13 PLTF10417), attached hereto;
- 14 11. Affidavit of Custodian of Records, (Bates No. PLTF10418-PLTF10419); attached  
15 hereto;
- 16 12. Non-Party Coyote Springs Investments, LLC's Supplement and Amended  
17 Objection and Response to Plaintiff's Subpoena Duces Tecum, (Bates  
18 PLTF10420-PLTF10424, attached hereto.
- 19 13. Chicago Title Company's previously bates stamped documents no. PLTF 1424  
20 through PLTF 10414 (on bottom right of documents bates stamped) and rebated  
21 as bates nos: Cht 00001 through Cht 08998 (on bottom left of documents bates  
22 stamped), including the Custodian of Records Subpoena to Chicago Title  
23 Company including the executed Certificate of Custodian of Records bates  
24 stamped as Cht 08997.
- 25 14. Stewart Title Company's previously bates stamped documents no. PLTF 0245  
26 through PLTF 1423 and rebated as bates nos: Stwt 0001 through 1202.  
27 Documents Stwt 0699 and Stwt 0731 are copy coversheets and were  
28 inadvertently bates stamped.
15. Copy of Plat Map recorded in the Clark County Recorder's Office in Book 138,  
page 51, bates PLTF 10427 through PLTF 10438.
16. Copy of Parcel Map recorded in the Clark County Recorder's Office in File 116,  
page 35, bates PLTF 10439 through PLTF 10440.
17. Copy of Parcel Map recorded in the Clark County Recorder's Office in File 117,  
page 18, bates PLTF 10441 through PLTF 10443.
18. Copy of Plat Map recorded in the Clark County Recorder's Office in Book 140,  
page 57, bates PLTF 10444 through PLTF10456.
19. Copy of Parcel Map recorded in the Clark County Recorder's Office in File 113,  
page 55, bates PLTF 10457 through PLTF 10462.
20. Copy of Parcel Map recorded in the Clark County Recorder's Office in File 98,  
page 57, bates PLTF 10463 through PLTF 10468.
21. Copy of redacted billing sheets representing attorney's fees charged by



1 Jimmerson Hansen, P.C. from November 3, 2010 through October 19, 2012,  
2 bates PLTF 10469 through PLTF 10481.

3 22. Affidavit of Peter J. Dingerson, bates PLTF 10482 through PLTF 10484.

4 23. Assignment of Rights, Title and Interest from Jay Dana on behalf of General  
5 Realty Group Inc. to Walt Wilkes, dated January 11, 2011, bates PLTF 10485.

6 24. Assignment of Rights, Title and Interest from Jerry Masini on behalf of Award  
7 Realty to James Wolfram, dated December 20, 2010, bates PLTF 10486.

8 25. Letter from Jeffrey King, M.D. dated November 1, 2011 regarding the health of  
9 Walt Wilkes, bates PLTF 10487.

10 26. **Affidavit of Jerry Masini, bates PLTF 10488 through PLTF 10490.**

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

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

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

### 16 III.

#### 17 COMPUTATION OF DAMAGES

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

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



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

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

16 Finally, Plaintiffs must be compensated for the time and effort expended attempting to  
17 discover from public records what information was owed to them under the Commission Letter  
18 Agreement. Discovery is still ongoing therefore the Plaintiffs reserve

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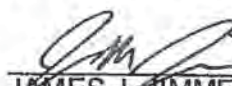


JIMMERSON HANSEN, P.C.  
415 South Sixth Street, Suite 100, Las Vegas, Nevada 89101  
Telephone (702) 388-7171 Facsimile (702) 387-1167

1 the right to amend and supplement this response as the investigation and discovery in this  
2 case proceeds.

3 Dated this 29<sup>th</sup> October, 2012

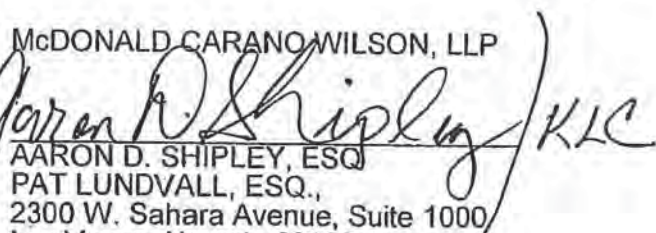
4 JIMMERSON HANSEN, P.C.

5  
6   
7 JAMES J. JIMMERSON, ESQ.  
8 Nevada Bar No. 000264  
9 LYNN M. HANSEN, ESQ.  
10 Nevada Bar No. 0244  
11 JAMES M. JIMMERSON, ESQ.  
12 Nevada Bar No. 12599  
13 415 So. Sixth St., Ste. 100  
14 Las Vegas, NV 89101  
15 Attorney for Plaintiffs  
16 James Wolfram and Walt Wilkes

17 RECEIPT OF COPY

18 The undersigned hereby acknowledges receipt of copy of PLAINTIFFS' SIXTH  
19 SUPPLEMENT TO NRCP 16.1 DISCLOSURE OF WITNESSES AND DOCUMENTS  
20 on this 29<sup>th</sup> day of October, 2012, at 8:21 a.m./p.m.

21 McDONALD CARANO WILSON, LLP

22  KLC  
23 AARON D. SHIPLEY, ESQ.  
24 PAT LUNDVALL, ESQ.,  
25 2300 W. Sahara Avenue, Suite 1000  
26 Las Vegas, Nevada 89102  
27 Attorneys for Defendant  
28 Pardee Homes of Nevada



JIMMERSON HANSEN, P.C.  
415 South 6<sup>th</sup> Street, Suite 100, Las Vegas, Nevada 89101  
Telephone (702) 388-7171 Fax (702) 388-1167

1 AFFT

2 JAMES J. JIMMERSON, ESQ.

3 Nevada Bar No.: 00264

4 LYNN M. HANSEN, ESQ.

5 Nevada Bar No.: 00244

6 JAMES M. JIMMERSON, ESQ.

7 Nevada Bar No.: 12599

8 JIMMERSON HANSEN, P.C.

9 415 South 6<sup>th</sup> Street, Suite 100

10 Las Vegas, Nevada 89101

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

12 [jmh@jimmersonhansen.com](mailto:jmh@jimmersonhansen.com)

13 [jmj@jimmersonhansen.com](mailto:jmj@jimmersonhansen.com)

14 DISTRICT COURT

15 CLARK COUNTY, NEVADA

16 JAMES WOLFRAM and WALT WILKES )

CASE NO.: A-10-632338-C

17 Plaintiffs, )

DEPT NO.: IV

18 vs. )

19 PARDEE HOMES OF NEVADA, )

20 Defendant )

21 AFFIDAVIT OF JERRY INSTANT

22 JERRY INSTANT, being first duly sworn, deposes and states:

23 I am over the age of 18 and am not a party to this action. I am familiar with  
24 the facts set forth herein, with the exception of those facts stated on information and  
25 belief and as to those facts, I believe them to be true.

26 1. Your Affiant is an agent and representative of Award Realty Corp.,  
27 ("Award") capable of acting on behalf of Award.  
28



1           2. Your Affiant has personal knowledge of the facts and circumstances  
2 surrounding the issues discussed in the letter from Award to Linda Jones at Stewart  
3 Title dated May 5, 2005, with the subject line: James Wolfram, and makes this Affidavit  
4 based upon said knowledge.

5           3. Your Affiant makes this Affidavit to clarify the purpose, intent and effect of  
6 that May 5, 2005 letter from Award to Stewart Title.  
7

8           4. In May, 2005, Award irrevocably assigned, conveyed and granted to  
9 James Wolfram at D&W Realty all rights, title and interest Award had in the  
10 September 1, 2004 Commission Letter Agreement, by and between Award, General  
11 Realty Group, Inc. and Pardee Homes of Nevada.

12           5. The May 5, 2005 letter from Award Realty Corp. to Stewart Title, reflected  
13 Award's assignment and conveyance to James Wolfram at D&W Realty all rights, title  
14 and interest it had in the September 1, 2004 Commission Letter Agreement, by and  
15 between Award, General Realty Group, Inc. and Pardee Homes of Nevada.  
16

17           6. Since May 5, 2005, Award Realty has not taken any interest in the  
18 Coyote Springs land transaction, escrow no.: 04-09-0209LJ. This is a result of  
19 Award's full and complete assignment of all rights, title and interest it once had the  
20 September 1, 2004 Commission Letter Agreement prior to the assignment.  
21

22       ///

23       ///

24       ///



JIMMERSON HANSEN, P.C.  
415 South Main Street, S. 100, Las Vegas, Nevada 89101  
Telephone (702) 338-7111 Fax (702) 327-1167

1           7. This Affidavit is made in good faith and for the purposes of clarifying any  
2 questions or uncertainties, if any there be, about certain documents related to the  
3 litigation between Mr. Wolfram and Mr. Wilkes and Pardee Homes of Nevada.

4           Further your Affiant sayeth naught.

5           DATED this 26 day of October, 2012.

6  
7  
8  
9           Jeffrey Wolfram

10  
11  
12          SUBSCRIBED and SWORN to before  
13 me this 26 day of October, 2012.

14  
15  
16  
17  
18          Deborah Cundari

19          NOTARY PUBLIC in and for said  
20 COUNTY and STATE

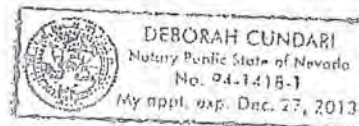




EXHIBIT 10

EXHIBIT 10



1 **SUPP**

JAMES J. JIMMERSON, ESQ.

2 Nevada Bar No. 000264

LYNN M. HANSEN, ESQ.

3 Nevada Bar No. 0244

JAMES M. JIMMERSON, ESQ.

4 Nevada Bar No. 12599

JIMMERSON HANSEN, P.C.

5 415 So. Sixth St., Ste. 100

Las Vegas, NV 89101

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

[jjj@jimmersonhansen.com](mailto:jjj@jimmersonhansen.com)

7 [lmh@jimmersonhansen.com](mailto:lmh@jimmersonhansen.com)

[jmj@jimmersonhansen.com](mailto:jmj@jimmersonhansen.com)

8 Attorney for Plaintiffs

9 *James Wolfram and Walt Wilkes*

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 JAMES WOLFRAM AND WALT WILKES

13 Plaintiffs,

14 vs.

15 PARDEE HOMES OF NEVADA,

16 Defendant.

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

17 **PLAINTIFFS' SEVENTH SUPPLEMENT TO NRCP 16.1 DISCLOSURE OF**  
18 **WITNESSES AND DOCUMENTS**

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

23 ///

24 ///

25 ///



I.

WITNESSES

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

Plaintiffs' experts, if any, as yet unidentified.

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



II.

DOCUMENTS

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

1. Any and all written agreements between the Parties;
2. Any and all documents evidencing damages to the Plaintiffs;
3. Any and all correspondence between the Parties;
4. Any and all appropriate Custodian of Record documents;
5. Any and all pleadings in this matter;
6. **Documents labeled Bates Numbers PLTF0001-PLTL10496.**

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

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



- 1 K. Letter dated November 24, 2009 from Jon E. Lash to Mr. Jim Wolfram, (Bates  
2 No. PLTF0197-0202);
- 3 L. Letter dated April 21, 2010 from Jim Wolfram to Mr. Jon Lash, (Bates No.  
4 PLTF0203-0205);
- 5 M. Letter dated May 17, 2010 from James J. Jimmerson, Esq., to Mr. John E. Lash,  
6 (Bates No. PLTF0206-0209);
- 7 N. Letter dated June 14, 2010 from Charles E. Curtis to James J. Jimmerson, Esq.,  
8 (Bates No. PLTF0210-0211);
- 9 Bates Nos. PLTF0212-0244 are the duplicative documents produced in  
10 Plaintiffs' Initial 16.1 Disclosure of Documents and Witnesses.
- 11 7. Documents produced by Stewart Title in response to Plaintiffs' Subpoena Duces  
12 Tecum on CD, (Bates No. PLTF0245-PLTF1423);
- 13 8 Documents produced by Chicago Title in response to Plaintiffs' Subpoena  
14 Duces Tecum on CD, (Bates No. PLTF1424-PLTF10414);
- 15 9. Documents produced by Coyote Springs Investments in response to Plaintiff's  
16 Duces Tecum on CD, (Bates No. CSI\_Wolfram 000014 -  
17 CSI\_Wolfram0003004), attached hereto;
- 18 10. Coyote Springs Investment, LLC's Privilege Log, (Bates No. PLTF10415 -  
19 PLTF10417), attached hereto;
- 20 11. Affidavit of Custodian of Records, (Bates No. PLTF10418-PLTF10419); attached  
21 hereto;
- 22 12. Non-Party Coyote Springs Investments, LLC.'s Supplement and Amended  
23 Objection and Response to Plaintiff's Subpoena Duces Tecum, (Bates  
24 PLTF10420-PLTF10424, attached hereto.
- 25 13. Chicago Title Company's previously bates stamped documents no. PLTF 1424  
26 through PLTF 10414 (on bottom right of documents bates stamped) and rebated  
27 as bates nos: Cht 00001 through Cht 08998 (on bottom left of documents bates  
28 stamped), including the Custodian of Records Subpoena to Chicago Title  
Company including the executed Certificate of Custodian of Records bates  
stamped as Cht 08997.
14. Stewart Title Company's previously bates stamped documents no. PLTF 0245  
through PLTF 1423 and rebated as bates nos: Stwt 0001 through 1202.  
Documents Stwt 0699 and Stwt 0731 are copy coversheets and were  
inadvertently bates stamped.
15. Copy of Plat Map recorded in the Clark County Recorder's Office in Book 138,  
page 51, bates PLTF 10427 through PLTF 10438.
16. Copy of Parcel Map recorded in the Clark County Recorder's Office in File 116,  
page 35, bates PLTF 10439 through PLTF 10440.
17. Copy of Parcel Map recorded in the Clark County Recorder's Office in File 117,  
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18. Copy of Plat Map recorded in the Clark County Recorder's Office in Book 140,  
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19. Copy of Parcel Map recorded in the Clark County Recorder's Office in File 113, page 55, bates PLTF 10457 through PLTF 10462.
20. Copy of Parcel Map recorded in the Clark County Recorder's Office in File 98, page 57, bates PLTF 10463 through PLTF 10468.
21. Copy of redacted billing sheets representing attorney's fees charged by Jimmerson Hansen, P.C. from November 3, 2010 through October 19, 2012, bates PLTF 10469 through PLTF 10481.
22. Affidavit of Peter J. Dingerson, bates PLTF 10482 through PLTF 10484.
23. Assignment of Rights, Title and Interest from Jay Dana on behalf of General Realty Group Inc. to Walt Wilkes, dated January 11, 2011, bates PLTF 10485.
24. Assignment of Rights, Title and Interest from Jerry Masini on behalf of Award Realty to James Wolfram, dated December 20, 2010, bates PLTF 10486.
25. Letter from Jeffrey King, M.D. dated November 1, 2011 regarding the health of Walt Wilkes, bates PLTF 10487.
26. Affidavit of Jerry Masini, bates PLTF 10488 through PLTF 10490.
27. **Assignment signed by Mark Carmen dated December 3, 2012 along with Exhibit A signed by Jay Dana dated January 11, 2011, attached hereto as bates PLTF 10491 through PLTF 10493; and**
28. **Assignment signed by Peter J. Dingerson dated December 20, 2012 along with Exhibit A signed by Jerry Masini dated December 20, 2010, attached hereto as bates PLTF 10494 through PLTF 10496.**

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

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

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

### III.

#### COMPUTATION OF DAMAGES

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

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 Clark County, subject to the September 1, 2004 Commission Letter Agreement. There appears to be at least 3,000 acres of property, defined as Option Property under the Option Agreement effective



June 1, 2004, currently owned by Coyote Springs Investment, LLC in Township 13 South, Range 63 East M.D.M., Clark County, Nevada. Under the Option Agreement effective June 1, 2004, these 3,000 acres can be purchased by Pardee and designated as Production Residential Property—a purchase and designation that would entitle Plaintiffs to a 1.5% commission on a per-acre price of \$40,000.00. If 3,000 acres were purchased by Pardee under this scenario, Plaintiffs would be entitled to \$1,800,000 in commissions. However, Pardee's course of conduct in failing to appropriately discharge its duties under the Commission Letter Agreement has robbed Plaintiffs of this opportunity to be paid these commissions. Pardee's actions have served to reclassify the land originally labeled as Purchase Property and Option Property, and under the new reclassification, all Option Property has been removed from Clark County, thereby divesting Plaintiffs of any hope to collect any part of the \$1.8 million in commissions they could be paid had no reclassification occurred.

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

Finally, Plaintiffs must be compensated for the time and effort expended attempting to discover from public records what information was owed to them under the Commission Letter Agreement. Discovery is still ongoing therefore the Plaintiffs reserve

///

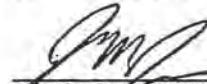
///



1 the right to amend and supplement this response as the investigation and discovery in this  
2 case proceeds.

3 Dated this 27<sup>th</sup> February, 2013.

JIMMERSON HANSEN, P.C.



JAMES J. JIMMERSON, ESQ.

Nevada Bar No. 000264

LYNN M. HANSEN, ESQ.

Nevada Bar No. 0244

JAMES M. JIMMERSON, ESQ.

Nevada Bar No. 12599

415 So. Sixth St., Ste. 100

Las Vegas, NV 89101

Attorney for Plaintiffs

*James Wolfram and Walt Wilkes*



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

CERTIFICATE OF SERVICE

I hereby certify that service of a true and correct copy of PLAINTIFFS' SEVENTH SUPPLEMENT TO NRCP 16.1 DISCLOSURE OF WITNESSES AND DOCUMENTS was made on the 27<sup>th</sup> day of February, 2013, 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 electronic service through the E-filing system

X By facsimile, pursuant to EDCR 7.26

By receipt of copy as indicated below

PAT LUNDVALL, ESQ.,  
AARON D. SHIPLEY, ESQ.  
McDONALD CARANO WILSON, LLP  
2300 W. Sahara Avenue, Suite 1000  
Las Vegas, Nevada 89102  
Attorneys for Defendant  
Pardee Homes of Nevada  
Fax No.: 702-873-9966

  
An Employee of JIMMERSON HANSEN, P.C.



**ASSIGNMENT**

Reference is made to the January 11, 2011 Assignment by Jay Dana, owner/broker of General Realty Group, Inc. and made on behalf of General Realty Group, Inc., a copy of which is attached hereto as Exhibit A. I, Mark Carmen, owner/broker of Las Vegas Realty Center, and on behalf of Las Vegas Realty Center, hereby assign to Walt Wilkes all the rights, title and interest in that certain Commission Letter Agreement of September 1, 2004, by and between General Realty, Award Realty and Pardee Homes, to the extent that Las Vegas Realty Center has any rights, title or interest in the same.

Dated: December 3, 2012

LAS VEGAS REALTY CENTER

By:

  
MARK CARMEN  
OWNER/BROKER

PLTF10491

JA008752



**EXHIBIT "A"**

**EXHIBIT "A"**

PLTF10492

JA008753



FROM :

01/11/2011 14:03

17027364353

FAX NO. :

GENERALREALTYGROUP

Oct. 26 2012 02:58PM P5  
PAGE 01

January 11, 2011

I, Jay Dana, Owner/Broker of General Realty Group INC, on behalf of General Realty Group, INC, hereby assign to Walter D. Wilkes and/or, Las Vegas Realty Center, Mark Cammen, Owner, Broker, all rights, title, and interest in that certain Commission Agreement (Commission Letter) dated September 1, 2004 between General Realty and Pardo Homes

January 11, 2011

By: Jay Dana, Owner/Broker  
General Realty Group, INC.

PLTF10485

PLTF10493

JA008754



**ASSIGNMENT**

Reference is made to the December 20, 2010 Assignment by Jerry Masini, owner/broker of Award Realty and made on behalf of Award Realty, a copy of which is attached hereto as Exhibit A. I, Peter J. Dingerson, owner/broker of D&W Real Estate LLC, hereby assign to James F. Wolfram all the right, title and interest in that certain Commission Letter Agreement of September 1, 2010, between General Realty, Award Realty and Pardee Homes, to the extent it has any rights, title or interest in the same.

Dated: December 3, 2012

D&W REAL ESTATE, LLC

By: 

PETER J. DINGERSON  
OWNER/BROKER

SHS\Gen.assignment agr.

PLTF10494

JA008755



**EXHIBIT "A"**

**EXHIBIT "A"**



FROM :

FAX NO. :

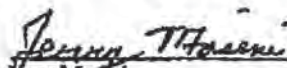
Oct. 25 2012 02:57PM P2

December 20, 2010

I, Jerry Masini, Owner/ Broker of Award Realty, on behalf of Award Realty, hereby assign to James F. Wolfram and/or D & W Real Estate LLC, Peter Dingerson, broker, all rights, title, and interest in that certain Commission Agreement (Commission Letter) dated September 1, 2004 between Award Realty and Pardee Homes.

December 20, 2010

By: Jerry Masini, Owner/Broker  
Award Realty

  
\_\_\_\_\_  
Jerry Masini

PLTF10486

PLTF10496

JA008757



EXHIBIT 11

EXHIBIT 11



1 **SUPP**

2 JAMES J. JIMMERSON, ESQ.

3 Nevada Bar No. 000264

4 LYNN M. HANSEN, ESQ.

5 Nevada Bar No. 0244

6 JAMES M. JIMMERSON, ESQ.

7 Nevada Bar No. 12599

8 JIMMERSON HANSEN, P.C.

9 415 So. Sixth St., Ste. 100

10 Las Vegas, NV 89101

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

12 jjj@jimmersonhansen.com

13 lmh@jimmersonhansen.com

14 jmj@jimmersonhansen.com

15 Attorney for Plaintiffs

16 *James Wolfram and Walt Wilkes*

17 **DISTRICT COURT**

18 **CLARK COUNTY, NEVADA**

19 JAMES WOLFRAM AND WALT WILKES

20 Plaintiffs,

21 vs.

22 PARDEE HOMES OF NEVADA,

23 Defendant.

CASE NO.: A-10-632338-C

DEPT NO.: IV

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

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

///

///

///



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

I.

WITNESSES

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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7 facts and background of this case.

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General Realty Group  
6330 S. Eastern Ave Ste 2  
9 Las Vegas, NV 89119

10 Mr. Dana is the owner of General Realty Group Inc. and is expected to testify regarding  
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12 13. Jerry Masini  
Award Realty Corp.  
3015 S. Jones Blvd.  
14 Las Vegas, NV 89146

15 Mr. Masini is the owner of Award Realty and is expected to testify regarding the  
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Exit Realty Number One  
6600 W. Charleston, Suite #119  
18 Las Vegas, Nevada 89146

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21  
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25 Plaintiffs reserve the right to call any and all rebuttal witnesses.

26 Plaintiffs' experts, if any, as yet unidentified.

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5. Any and all pleadings in this matter;
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- I. Letter dated July 10, 2009 from Charles E. Curtis to James J. Jimmerson, Esq., (Bates No. PLTF0192-0193);
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23 Objection and Response to Plaintiff's Subpoena Duces Tecum, (Bates  
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26 through PLTF 10414 (on bottom right of documents bates stamped) and rebated  
27 as bates nos: Cht 00001 through Cht 08998 (on bottom left of documents bates  
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Company including the executed Certificate of Custodian of Records bates  
stamped as Cht 08997.
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through PLTF 1423 and rebated as bates nos: Stwt 0001 through 1202.  
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29. **Copy of redacted billing sheets representing attorney's fees charged by Jimmerson Hansen, P.C. from October 24, 2012 through February 21, 2013, bates PLTF 10497 through PLTF 10499.**
30. **Copy of redacted costs representing costs expended by Jimmerson Hansen, P.C. from December 29, 2010 through February 4, 2013 bates PLTF 10500 through PLTF 10505.**

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

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

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COMPUTATION OF DAMAGES

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

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 Clark County, subject to the September 1, 2004 Commission Letter Agreement. There appears to be at least 3,000 acres of property, defined as Option Property under the Option Agreement effective June 1, 2004, currently owned by Coyote Springs Investment, LLC in Township 13 South, Range 63 East M.D.M., Clark County, Nevada. Under the Option Agreement effective June 1, 2004, these 3,000 acres can be purchased by Pardee and designated as Production Residential Property—a purchase and designation that would entitle Plaintiffs to a 1.5% commission on a per-acre price of \$40,000.00. If 3,000 acres were purchased by Pardee under this scenario, Plaintiffs would be entitled to \$1,800,000 in commissions. However, Pardee's course of conduct in failing to appropriately discharge its duties under the Commission Letter Agreement has robbed Plaintiffs of this opportunity to be paid these commissions. Pardee's actions have served to reclassify the land originally labeled as Purchase Property and Option Property, and under the new reclassification, all Option Property has been removed from Clark County, thereby divesting Plaintiffs of any hope to collect any part of the \$1.8 million in commissions they could be paid had no reclassification occurred.

The second component of this calculation is attorney's fees. Plaintiffs' attorney's fees **and costs** currently exceed \$102,700.00. This amount represents all work from the date of drafting of the Complaint in November 2010 through **February 20, 2013**. These attorney's fees **and costs** constitute damages pursuant to the September 1, 2004 Commission Letter Agreement. As stated in the Agreement, "In the event, either party brings an action to enforce its rights under this Agreement, the prevailing party shall be awarded reasonable attorneys' fees and costs." Plaintiffs in bringing this suit expect to be the prevailing party and, as such,



1 are entitled to their reasonable attorney's fees as damages for Defendant's breach of contract  
2 and breach of the covenant of good faith and fair dealing.

3 Finally, Plaintiffs must be compensated for the time and effort expended attempting to  
4 discover from public records what information was owed to them under the Commission Letter  
5 Agreement. **Specifically, Plaintiffs spent at least 80 hours in attempting to acquire this**  
6 **information. At a fair hourly rate of \$80.00 per hour, Plaintiffs' damages equal or exceed**  
7 **\$6,400.00 for their time.**

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

10 Dated this 20<sup>th</sup> March, 2013.

JIMMERSON HANSEN, P.C.

  
JAMES J. JIMMERSON, ESQ.

Nevada Bar No. 000264

LYNN M. HANSEN, ESQ.

Nevada Bar No. 0244

JAMES M. JIMMERSON, ESQ.

Nevada Bar No. 12599

415 So. Sixth St., Ste. 100

Las Vegas, NV 89101

Attorney for Plaintiffs

*James Wolfram and Walt Wilkes*



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

CERTIFICATE OF SERVICE

I hereby certify that service of a true and correct copy of PLAINTIFFS' EIGHTH SUPPLEMENT TO NRCP 16.1 DISCLOSURE OF WITNESSES AND DOCUMENTS was made on the 20<sup>th</sup> day of March, 2013, as indicated below:

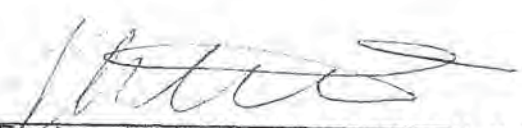
X By first class mail, postage prepaid from Las Vegas, Nevada pursuant to N.R.C.P. 5(b) addressed as follows below

By electronic service through the E-filing system

By facsimile, pursuant to EDCR 7.26

By receipt of copy as indicated below

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

  
An Employee of JIMMERSON HANSEN, P.C.



## Detail Fee Transaction File List

JIMMERSON HANSEN, P.C.

Client	Trans Date	Stmnt Date	Rate	Hours to Bill	Amount	Ref #
Client ID 4886.01 WILKES/ WOLFRAM						
4886.01	10/24/2012	11/21/2012 A	450.00	0.25	112.50	ARCH
					Conference with James M. Jimmerson, Esq.	
4886.01	10/25/2012	11/21/2012 A	300.00	1.00	300.00	ARCH
					Legal research	
4886.01	10/25/2012	11/21/2012 A	300.00	3.50	1,050.00	ARCH
					Responding to Motion for Summary Judgment	
4886.01	10/26/2012	11/21/2012 A	450.00	2.00	900.00	ARCH
					Review supplemental disclosure.	
4886.01	10/26/2012	11/21/2012 A	300.00	2.50	750.00	ARCH
					Supplement to Initial Disclosures.	
4886.01	10/29/2012	11/21/2012 A	450.00	0.75	337.50	ARCH
					Review Motion for Summary Judgment; Review e-mail	
4886.01	10/29/2012	11/21/2012 A	300.00	0.80	240.00	ARCH
					Supplement to Initial Disclosures.	
4886.01	10/29/2012	11/21/2012 A	300.00	0.30	90.00	ARCH
					Email and conversation with A. Shipley regarding Motion for Summary Judgment.	
4886.01	11/01/2012	11/21/2012 A	300.00	2.00	600.00	ARCH
					Drafting Opposition to Motion for Summary Judgment.	
4886.01	11/02/2012	11/21/2012 A	300.00	1.20	360.00	ARCH
					Revising Opposition for Motion for Summary Judgment.	
4886.01	11/03/2012	11/21/2012 A	300.00	1.50	450.00	ARCH
					Legal research	
					on opposition for Motion for Summary Judgment.	
4886.01	11/05/2012	11/21/2012 A	300.00	0.60	180.00	ARCH
					Emails with opposing counsel regarding Motion for Summary Judgment.	
4886.01	11/06/2012	11/21/2012 A	300.00	2.00	600.00	ARCH
					Legal research regarding	
4886.01	11/08/2012	11/21/2012 A	450.00	1.50	675.00	ARCH
					Revised Opposition to Motion for Summary Judgment	
4886.01	11/08/2012	11/21/2012 A	300.00	0.20	60.00	ARCH
					Emails and phone conversation with opposing counsel regarding service of the Opposition to Motion for Summary Judgment	
4886.01	11/08/2012	11/21/2012 A	300.00	1.50	450.00	ARCH
					Drafting Motion to Seal Certain Exhibits in support of Opposition to Motion for Summary Judgment	
4886.01	11/08/2012	11/21/2012 A	300.00	0.50	150.00	ARCH
					Preparing hard copy filings and exhibits for the court	
4886.01	11/08/2012	11/21/2012 A	300.00	0.50	150.00	ARCH
					Call with Lynn M. Hansen, Esq. and opposing counsel regarding Motion for Summary Judgment	
4886.01	11/08/2012	11/21/2012 A	300.00	0.50	150.00	ARCH
					Email with opposing counsel regarding hearing for Motion for Summary Judgment	
4886.01	11/09/2012	11/21/2012 A	300.00	0.50	150.00	ARCH
					Call with Aaron Shipley regarding authentication of certain documents	
4886.01	11/13/2012	11/21/2012 A	300.00	0.20	60.00	ARCH
					Emails to third parties regarding	
4886.01	11/13/2012	11/21/2012 A	300.00	0.20	60.00	ARCH
					Emails with opposing counsel regarding motion for summary judgment.	
4886.01	11/14/2012	11/21/2012 A	450.00	0.25	112.50	ARCH
					Review	
4886.01	11/16/2012	11/21/2012 A	300.00	1.00	300.00	ARCH
					Meeting with Aaron Shipley regarding original documents and Motion for Summary Judgment	
4886.01	11/16/2012	11/21/2012 A	300.00	1.50	450.00	ARCH
					Draft letter in response to	



Date: 03/13/2013

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

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Client	Trans Date	Stmt H Date P	Rate	Hours to Bill	Amount	Ref #
Client ID 4886.01 WILKES/ WOLFRAM						
4886.01	11/19/2012	11/21/2012 A	140.00	3.00	420.00	ARCH
4886.01	11/29/2012	12/21/2012 A	300.00	0.30	90.00	ARCH
4886.01	11/30/2012	12/21/2012 A	450.00	0.50	225.00	ARCH
4886.01	11/30/2012	12/21/2012 A	450.00	0.30	135.00	ARCH
4886.01	11/30/2012	12/21/2012 A	450.00	0.30	135.00	ARCH
4886.01	12/03/2012	12/21/2012 A	300.00	0.50	150.00	ARCH
4886.01	12/05/2012	12/21/2012 A	450.00	0.30	135.00	ARCH
4886.01	12/05/2012	12/21/2012 A	300.00	0.10	30.00	ARCH
4886.01	12/06/2012	12/21/2012 A	550.00	1.00	550.00	ARCH
4886.01	12/17/2012	12/21/2012 A		1.20	0.00	ARCH
4886.01	12/17/2012	12/21/2012 A	300.00	1.00	300.00	ARCH
4886.01	12/17/2012	12/21/2012 A	300.00	2.50	750.00	ARCH
4886.01	12/17/2012	12/21/2012 A	300.00	0.10	30.00	ARCH
4886.01	12/18/2012	12/21/2012 A	450.00	0.50	225.00	ARCH
4886.01	12/19/2012	12/21/2012 A	300.00	0.50	150.00	ARCH
4886.01	12/20/2012	12/21/2012 A	300.00	1.50	450.00	ARCH
4886.01	12/20/2012	12/21/2012 A	550.00		-30,686.52	ARCH
4886.01	12/27/2012	01/21/2013 A	300.00	0.50	150.00	ARCH
4886.01	12/28/2012	01/21/2013 A	450.00	0.25	112.50	ARCH
4886.01	12/31/2012	01/21/2013 A	450.00	0.20	90.00	ARCH
4886.01	01/09/2013	01/21/2013 A	450.00	1.60	720.00	ARCH
4886.01	01/14/2013	01/21/2013 A	300.00	0.30	90.00	ARCH

correspondence.  
Deposition summary Harvey Whittemore  
Responding to the letter from  
Review letter to Plaintiff's Counsel  
Conference with James M. Jimmerson, Esq.; Review  
deposition of H. Whittemore  
Review Opposition to Countermotion  
Drafting assignment  
Review Order changing Status Check; Phone call with court;  
Review memo from court regarding  
Client email  
Court status check; new dates set; Orders entered  
Conference with  
Legal research  
Drafting response to Pat Lundvall's letter of November 29, 2012.  
Email Mark Carmen  
Review correspondence to Defense Counsel regarding  
Letter to  
Drafting reply  
Balance  
Review of transcript of December 6 status check.  
Review transcript of hearing.  
Conference with James M. Jimmerson, Esq. regarding  
Review Reply to Our Opposition  
Telephone conference with opposing counsel regarding order  
and motion for summary judgment.

Wednesday 03/13/2013 1:16 pm

JA008770

PI TE10498



Date: 03/13/2013

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

Page: 3

Client	Trans Date	Stmt H Date P	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	ARCH
4886.01	01/18/2013	01/21/2013 A	300.00	0.10	30.00	ARCH
4886.01	01/21/2013	02/21/2013 A	300.00	1.50	450.00	ARCH
4886.01	01/21/2013	02/21/2013 A	550.00	3.00	1,650.00	ARCH
4886.01	01/22/2013	02/21/2013 A	300.00	0.50	150.00	ARCH
4886.01	01/22/2013	02/21/2013 A	300.00	1.50	450.00	ARCH
4886.01	01/23/2013	02/21/2013 A	550.00	1.50	825.00	ARCH
4886.01	01/23/2013	02/21/2013 A	300.00	0.50	150.00	ARCH
4886.01	01/23/2013	02/21/2013 A	300.00	0.50	150.00	ARCH
4886.01	01/27/2013	02/21/2013 A	550.00	2.00	1,100.00	ARCH
4886.01	01/28/2013	02/21/2013 A	450.00	0.25	112.50	ARCH
4886.01	02/14/2013	02/21/2013 A	450.00	1.00	450.00	ARCH
4886.01	02/20/2013	02/21/2013 A	550.00		-4,000.00	ARCH
Total for Client ID 4886.01				59.95	-14,174.02	ARCH
					WILKES/ WOLFRAM	
					VS. PARDEE HOMES OF NEVADA	

Total for Client ID 4886.01

## GRAND TOTALS

Billable 59.95 -14,174.02

JA008771

PI TF10499

Wednesday 03/13/2013 1:16 pm



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

Client ID	Client	Trans Date	Stmnt Date	H	Rate	Amount	Ref #
Client ID 4886.01 WILKES/ WOLFRAM							
4886.01		12/29/2010	01/21/2011	A		270.00	Court Fee
4886.01		12/29/2010	01/21/2011	A		8.10	Card Fee
4886.01		12/29/2010	01/21/2011	A		3.50	Electronic Filing - Complaint
4886.01		01/14/2011	01/21/2011	A		3.50	Electronic Filing - Amended Complaint
4886.01		02/11/2011	02/21/2011	A		3.50	Electronic Filing - Amended Summons - Civil
4886.01		02/21/2011	03/21/2011	A		80.00	Service fee for Amended Summons and Amended Complaint served upon National Registered Agents, Inc. of Nevada by CORPORATE INTELLIGENCE INTERNATIONAL, Invoice 122826
4886.01		03/03/2011	03/21/2011	A		3.50	Electronic Filing - Notice of Intent to Take Default
4886.01		05/10/2011	05/21/2011	A		3.50	Electronic Filing - Petition for Exemption from Arbitration
4886.01		09/26/2011	10/21/2011	A		5.50	Electronic Filing - Joint Case Conference Report
4886.01		09/27/2011	10/21/2011	A	0.300	194.40	Copy charges - Various documents (648 pgs @ .30)
4886.01		10/25/2011	11/21/2011	A		975.00	Courtesy Discount per James J. Jimmerson, Esq.
4886.01		11/02/2011	11/21/2011	A		3.50	Electronic Filing - Motion for Preferential Trial Setting
4886.01		11/02/2011	11/21/2011	A		3.50	Electronic Filing - Certificate of Service
4886.01		11/09/2011	11/21/2011	A		26.00	Witness fee Custodian of Records of Stewart Title
4886.01		11/09/2011	11/21/2011	A		26.00	Witness fee Custodian of Records of Coyote Springs Investments, LLC
4886.01		11/14/2011	11/21/2011	A		26.00	Witness fee Chicago Title
4886.01		11/16/2011	11/21/2011	A		43.88	Photocopies oversize plans X 1 Quix invoice 78270
4886.01		11/19/2011	11/21/2011	A		-550.00	Courtesy Discount per JJJ
4886.01		11/22/2011	12/21/2011	A		35.00	Subpoena Cost Custodian of Records of Chicago Title 11/10/11 Corporate invoice 127972
4886.01		11/22/2011	12/21/2011	A		120.00	Subpoena Cost Amended Notice Custodian of Records of Chicago Title 11/14/11 Corporate invoice 127975
4886.01		11/22/2011	12/21/2011	A		155.00	Subpoena Cost Subpoena Custodian of Records of Stewart Title 11/15/11 Corporate invoice 127974
4886.01		11/22/2011	12/21/2011	A		1,152.65	Certified copy of expedited transcript of James Wolfram 11/8/11 Litigation invoice 888200
4886.01		12/12/2011	12/21/2011	A		120.00	Service fee for Reno Carson Messenger Service Invoice 329878 11/14/11
4886.01		12/13/2011	12/21/2011	A		612.70	Certified copies of Walter Wilkes 11/28/11 Litigation invoice 888982
4886.01		12/23/2011	01/21/2012	A		210.00	Subpoena Cost Custodian of Records, Stewart Title of Nevada 12/20/11 Legal Wings invoice 352624
4886.01		12/27/2011	01/21/2012	A		84.00	Service fee for Reno Carson Messenger invoice 331658
4886.01		01/18/2012	01/21/2012	A		242.21	Duplicate CD and 3" binder Quix invoice 78917 1/17/11
4886.01		01/19/2012	08/27/2012	A	0.100	0.70	COPIES OF SECOND SUPP, 7 PP @ \$0.10 PER PAGE.
4886.01		01/26/2012	02/21/2012	A	0.100	0.10	COPIES OF DISCOVERY REQUEST FROM DEFT, 1 PP @ \$0.10 PER PAGE.
4886.01		01/26/2012	02/21/2012	A	0.100	0.90	COPIES OF DISCOVERY REQUEST FROM PLT TO JAMES WOLFRAM, 9 PP @ \$0.10 PER PAGE.
4886.01		01/26/2012	02/21/2012	A	0.100	0.90	COPIES OF DISCOVERY REQUEST FROM DEFT, 9 PP @ \$0.10 PER PAGE.



## Detail Cost Transaction File List

JIMMERSON HANSEN, P.C.

Client ID	Client	Trans Date	Stmnt Date	Rate	Amount	Ref #
Client ID 4886.01 WILKES/ WOLFRAM						
4886.01		01/27/2012	02/21/2012 A	25.000	90.00	Process Service Custodian of records Coyote Springs 1/12/12 Legal Wings invoice 355164
4886.01		01/27/2012	02/21/2012 A	0.100	0.90	COPIES OF STEWART TITLE DOCS, 9 PP @ \$0.10 PER PAGE.
4886.01		01/31/2012	02/21/2012 A	0.300	329.49	Medium Litigation Copy services Quivx invoice 78979 1/20/12
4886.01		01/31/2012	02/21/2012 A	0.100	0.10	COPIES OF LETTER TO FIDELITY, 1 PP @ \$0.10 PER PAGE.
4886.01		02/01/2012	02/21/2012 A		72.26	Westlaw legal research charges, Usage Period: 01/01/2012 - 01/31/2012
4886.01		02/03/2012	02/21/2012 A		3,693.91	Electronic Bates Numbering, three sets in three hole binders Quivx invoice 79114
4886.01		03/01/2012	03/21/2012 A	25.000	61.00	Process Service Subpoena Stewart Title 2/22/12 Corporate invoice 128001
4886.01		03/05/2012	03/21/2012 A	25.000	95.50	Process Service Harvey Whittemore 2/27/12 Reno/Carson invoice 0334631
4886.01		03/30/2012	04/21/2012 A	0.100	1.10	COPIES OF DISCOVERY RESPONSES, 11 PP @ \$0.10 PER PAGE.
4886.01		03/30/2012	04/21/2012 A	0.100	4.00	COPIES OF DISCOVERY RESPONSES, 40 PP @ \$0.10 PER PAGE.
4886.01		05/20/2012	05/21/2012 A		-2,000.00	Courtesy Discount per JJJ
4886.01		07/18/2012	07/21/2012 A	0.100	41.60	COPIES OF RECORDS, 416 PP @ \$0.10 PER PAGE.
4886.01		07/18/2012	07/21/2012 A	0.100	78.40	COPIES OF RECORDS, 784 PP @ \$0.10 PER PAGE.
4886.01		08/15/2012	08/27/2012 A		3.50	Electronic Filing - Plaintiff's James Wolfram and Walt Wilkes' Motion to Extend Discovery Deadlines on Order Shortening Time (First Request)
4886.01		08/16/2012	08/27/2012 A		3.50	Electronic Filing - Receipt of Copy - Motion to Extend Discovery
4886.01		08/17/2012	08/27/2012 A	0.100	0.30	COPIES OF COYOTE SPRINGS, 3 PP @ \$0.10 PER PAGE.
4886.01		08/23/2012	09/21/2012 A	0.100	0.30	COPIES OF SAO EXTEND DISC, 3 PP @ \$0.10 PER PAGE.
4886.01		08/24/2012	09/21/2012 A	0.100	2.00	COPIES OF DISCOVERY, 20 PP @ \$0.10 PER PAGE.
4886.01		08/27/2012	09/21/2012 A	5.000	5.00	Hand Delivery
Item: Receipt of Copy of Plaintiff's 4th Supplement Hand Delivered to Aaron Shipley, Esq.						
4886.01		08/27/2012	09/21/2012 A	0.100	1.00	COPIES OF DOCS FROM COYOTE SPRINGS, 10 PP @ \$0.10 PER PAGE.
4886.01		08/28/2012	09/21/2012 A		923.28	Service fee from Quivx Invoice # 81192
4886.01		08/31/2012	09/21/2012 A		3.50	Electronic Filing - notice of Hearing for Preferential Trial Setting
4886.01		09/04/2012	09/21/2012 A		3.50	Electronic Filing - Motion for Preferential Trial Setting
4886.01		09/04/2012	09/21/2012 A		3.50	Electronic Filing - Notice of Hearing of Motion for Preferential Trial Setting
4886.01		09/04/2012	09/21/2012 A	0.100	0.60	COPIES OF MOTION PREF TRL STG, 6 PP @ \$0.10 PER PAGE.
4886.01		09/04/2012	09/21/2012 A	0.100	0.20	COPIES OF NOTICE HRG MOTION, 2 PP @ \$0.10 PER PAGE.
4886.01		09/04/2012	10/21/2012 A		3.50	Electronic Filing - Motion for Preferential Trial Setting
4886.01		09/04/2012	10/21/2012 A		3.50	Electronic Filing - Notice of Hearing of Motion for Preferential Trial Setting
4886.01		09/10/2012	09/21/2012 A	0.100	1.00	COPIES OF COPY OF COYOTE SPRINGS INVESTMENT LLC'S PRIVILEGE LOG, 10 PP @ \$0.10 PER PAGE.
4886.01		09/10/2012	09/21/2012 A	0.100	0.40	COPIES OF COPY OF STIP AND ORDER TO EXTEND DISCOVERY DEADLINES, 4 PP @ \$0.10 PER PAGE.
4886.01		09/12/2012	09/21/2012 A	0.100	1.50	COPIES OF LETTER, 15 PP @ \$0.10 PER PAGE.
4886.01		09/19/2012	09/21/2012 A	0.100	12.50	COPIES OF BINDERS, 125 PP @ \$0.10 PER PAGE.
4886.01		09/19/2012	09/21/2012 A	0.100	3.20	COPIES OF PRODUCTION OF DOCUMENTS, 32 PP @ \$0.10 PER PAGE.



**IN THE SUPREME COURT OF THE STATE OF NEVADA**

**Case No.: 72371**

Electronically Filed  
~~Feb 28 2018~~ 12:34 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

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PARDEE HOMES OF NEVADA

Appellant,

v.

JAMES WOLFRAM and WALT WILKES, et al.

Respondents.

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

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**JOINT APPENDIX – VOLUME 55 OF 88**

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McDONALD CARANO LLP  
Pat Lundvall (NSBN 3761)  
[lundvall@mcdonaldcarano.com](mailto:lundvall@mcdonaldcarano.com)  
Rory T. Kay (NSBN 12416)  
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Facsimile: (702) 873-9966

Attorneys for Appellant



**Chronological Index to Joint Appendix**

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
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



<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
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 – <b>filed under seal</b>	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 – <b>sections filed under seal</b>	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
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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 – <b>sections filed under seal</b>	54-56	JA008395-JA008922
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12/10/2013	Transcript re Trial	42-43	JA006193- JA006530
12/12/2013	Transcript re Trial – <b>filed under seal</b>	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 – <b>filed under seal</b>	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 – <b>filed under seal</b>	23	JA003632- JA003634

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
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 – <b>filed under seal</b>	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 – <b>filed under seal</b>	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



<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
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 – <b>filed under seal</b>	27	JA004320- JA004329
10/23/2013	Trial Exhibit 11 – <b>filed under seal</b>	28	JA004330- JA004340
10/23/2013	Trial Exhibit 12 – <b>filed under seal</b>	28	JA004341- JA004360
10/23/2013	Trial Exhibit 13 – <b>filed under seal</b>	28	JA004361- JA004453
10/28/2013	Trial Exhibit 15	34	JA005228- JA005232
10/28/2013	Trial Exhibit 18	34	JA005233- JA005235

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
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



<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
12/12/2013	Trial Exhibit 40	46	JA006949- JA006950
12/12/2013	Trial Exhibit 41	46	JA006951- JA006952
10/23/2013	Trial Exhibit 6 – <b>filed under seal</b>	27	JA004293- JA004307
10/23/2013	Trial Exhibit 7 – <b>filed under seal</b>	27	JA004308- JA004310
10/23/2013	Trial Exhibit 8 – <b>filed under seal</b>	27	JA004311- JA004312
10/23/2013	Trial Exhibit 9 – <b>filed under seal</b>	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

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
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 28<sup>th</sup> day of February, 2018.

McDONALD CARANO LLP

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

Attorneys for Appellant

## **CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of McDonald Carano LLP, and on the 28<sup>th</sup> 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



JA008586 – JA008603

FILED UNDERSEAL

# Exhibit C

# Exhibit C

JA008604



**ORIGINAL**

**Assignment of Real Estate Commission and  
Personal Certification Agreement**

This Assignment of Real Estate Commission and Personal Certification Agreement [hereinafter "Agreement"] is entered this \_\_\_\_\_ day of \_\_\_\_\_, 2006 (the "Effective Date") by and between WALT WILKES [hereinafter "WILKES"] and GENERAL REALTY GROUP, [hereinafter "GENERAL"] upon the following terms and conditions.

**RECITALS**

A. Whereas WILKES is a licensed real estate agent, and GENERAL is a licensed Nevada real estate company and broker, both of whom are now and have at all times relevant hereto been duly licensed and authorized to participate in and conduct real estate transactions and business in the State of Nevada.

B. WILKES is presently affiliated with GENERAL and is entitled to receive a monthly commission and option fee for the transaction identified by the Purchase Sale and Option Agreement as between Coyote Springs, LLC and Pardee Homes of Nevada, identified as Escrow Number 04-09-0209MLJJ on file with Stewart Title of Nevada, 3773 Howard Hughes Parkway, Suite 160 North, Las Vegas, Nevada 89109.

C. Whereas, pursuant to the terms of the Purchase Sale and Option Agreement on file with Stewart Title, Pardee Homes of Nevada is required to pay a monthly commission to GENERAL on behalf of WILKES [the "Coyote Springs Commission"].

D. Whereas issues have arisen as between WILKES and GENERAL regarding the commissions and fees paid and the properly payable nature thereof, said issues which WILKES and GENERAL wish to resolve and settle;

E. Whereas GENERAL desires to assign all or a portion of the Coyote Springs Commission to WILKES and to ensure that all option fees, commissions and compensation paid by or on behalf of Pardee, its successors and assigns under the Coyote Springs Commission are paid directly by Stewart Title of Nevada to WILKES.

**TERMS AND CONDITIONS**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **Recitals.** WILKES and GENERAL hereby certify that the Recitals set forth above are true and correct and are incorporated herein by this reference.

2. **Assignment of Coyote Springs Commission Rights.** In exchange for the consideration set forth herein and resolution of the claims as between the parties, GENERAL hereby irrevocably transfers, assigns, delivers and conveys to WILKES, his successors, heirs and assigns, all right, title and interest of GENERAL in and to the Coyote Springs Commission(s) as



of the Effective Date herein. This assignment shall have the effect of ordering and allowing Stewart Title to issue any and all commissions, fees, compensation or monies otherwise payable to either WILKES and/or GENERAL directly and irrevocably to WILKES. The assignment herein is for the sole purpose of insuring and enabling WILKES to obtain certain payment of WILKES's commission for valuable consideration and shall not be deemed a sharing of commissions or an act for the circumvention of any statute. It is understood and agreed by and between the parties that this Agreement merely effectuates the terms and conditions of WILKES's contract and Agreement with GENERAL for any real estate commissions earned during WILKES's tenure with GENERAL and that WILKES is not entitled to, is not claiming any entitlement to and is not receiving any monies or commissions in addition to or beyond those presently payable to WILKES.

3. **Accrual of Commissions.** Because of the nature of the Coyote Springs Commission and fact that commissions and fees are earned as additional parcels are taken down, it is expressly understood and agreed that WILKES shall be entitled to assert and enforce his right to said Coyote Springs Commission, fees, monies and compensation regardless of with what brokerage WILKES is affiliated at the time that any commission or fee is earned by WILKES. GENERAL will not interrupt, impede or interfere with WILKES's right to collect any and all fees, compensation, commissions or monies due and owing from any real estate transaction undertaken by WILKES, *inter alia* the Coyote Springs Commission.

4. **Instructions to Escrow Holder(s).** GENERAL and WILKES hereby authorize, order and instruct Stewart Title of Nevada, or any other escrow holder affiliated with the Coyote Springs Transaction, to disburse and pay any and all commissions and fees for the Coyote Springs transaction directly to WILKES without demand or delay each month upon receipt from Pardee Homes. This instruction is irrevocable, unmodifiable and not subject to challenge, collateral attack or interpretation by GENERAL or any other person and shall not be subject to rescission, review or revocation under any circumstances. WILKES and GENERAL hereby relieve Stewart Title and/or any or any other escrow holder affiliated with the Coyote Springs Transaction from any liability in connection with or related to disbursement of commissions directly to WILKES, except for the right to enforce the payment of monies properly deposited and distributable by said escrow holders.

5. **Subsequent Transactions.** It is recognized and understood by and between GENERAL and WILKES that the Coyote Springs Commission(s) is presently the only transaction and commission presently pending. However GENERAL and WILKES agree to enter into an identical Agreement and/or agree that any and all commissions and fees earned after the Effective Date hereof shall be disbursed and paid directly to WILKES, his successors, heirs and assigns. This instruction is irrevocable, unmodifiable and not subject to challenge, collateral attack or interpretation by GENERAL or any other person and shall not be subject to rescission, review or revocation under any circumstances. WILKES and GENERAL hereby relieve any or any other escrow holder affiliated with any future commissions earned by WILKES from any liability in connection with or related to disbursement of commissions directly to WILKES, except for the right to enforce the payment of monies properly deposited and distributable by said escrow holders.



6. **Warranties and Acknowledgements.**

a. ***Assignments.*** GENERAL represents and warrants that it has not assigned or transferred, and shall not assign or transfer, any interest in the Coyote Springs Commission(s) or any other transaction with which WILKES is affiliated to any person other than WILKES.

b. ***Waiver of Restrictions Imposed by Law.*** The Parties to this Agreement also understand and agree that all rights under any law of any state or territory of the United States limiting or exempting any provision of this Agreement are expressly waived. It is the intention of the Parties to irrevocably assign these payments to WILKES and to ensure that WILKES receives these monthly payments without demand or delay.

c. ***Authority to Execute this Agreement.*** Each party represents and warrants that the person signing this Agreement on the party's behalf has been duly authorized to do so by the party and, if a corporation or other entity, that all necessary steps have been taken by that party's officers, directors, members and other authorized persons to ratify and otherwise assent to this Agreement on the party's behalf. Each of the signatories to this Agreement represents and warrants that he/she has full and complete authority to execute this Agreement on behalf of the party named immediately above his or her signature.

d. ***No Undue Influence.*** Each party to this Agreement represents and warrants that it has not been influenced to any extent in entering this Agreement by any representations or statements made by any other party (or any other party's representatives, officers, agents or attorneys) concerning their claims or the propriety of the Agreement, but has relied solely upon his, her or its own judgment and the judgment and advice of his/her or its respective attorneys and other consultants.

e. ***This Agreement Has Been Read and Understood.*** Each party to this Agreement represents and warrants that the terms of this Agreement have been completely and carefully read and are fully understood after advice of his, her or its counsel and voluntarily accepted for the purposes of making a full, final and complete Agreement.

f. ***Best Efforts.*** Each of the Parties to this Agreement shall use his, her or its best efforts to take, or cause to be taken, and to cooperate in the taking of any and all actions that may be reasonably required to effectuate this Agreement's terms and conditions. It is expressly understood and agreed between the Parties that if for any reason this Agreement, or any part thereof, is declared to be void that the Parties shall enter into an amended or new agreement to effectuate the purposes set forth herein.

g. ***Binding Effect.*** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, predecessors, parents, affiliates, subsidiaries, divisions, officers, directors, shareholders, employees, insurers, attorneys, heirs, executors, administrators and any persons claiming rights by, through or under them.



entire understanding, terms and conditions of the Parties with respect to the matters discussed. The provisions of this Agreement (including this term) may not be altered, superseded or otherwise modified except in a writing signed by the party to be bound. The provisions of this Agreement are contractual and not mere recitals, and no representation has been made to any of the undersigned that is not contained in this Agreement.

i. **Governing Law.** The law of Nevada shall govern the interpretation and enforcement of this Agreement.

j. **Severability.** Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said illegal, unenforceable, or invalid part, term or provision shall be deemed not to be a part of this Agreement.

k. **Plain Meaning.** This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties hereto.

l. **Specific Performance.** If, at any time, a violation of this Agreement is asserted by any party to this Agreement, that party shall have the right to seek specific performance of that term and/or any other necessary and proper relief, including, but not limited to, damages from any court of competent jurisdiction and the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

m. **No Delay.** A delay or omission by a party hereto to exercise any right or power under this Agreement shall not be construed to be a waiver thereof. A waiver by a party hereto of any of the covenants to be performed by another party or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant herein contained.

n. **Titles and Headings.** This Agreement's section titles and headings are reference aids only, are not intended to define, limit, or describe the scope or intent of any provision of this Agreement, and shall not affect the interpretation of any of this Agreement's provisions.

o. **Notice.** Any notice required under this Agreement shall be deemed duly delivered (and shall be deemed to have been duly received if so given), if personally delivered, sent by a reputable courier service, or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties as follows:

If to GENERAL:

Jay Dana  
General Realty Group, Inc.  
6330 S. Eastern Avenue, Suite 2  
Las Vegas, Nevada 89119



If to WILKES:

Walt Wilkes  
9357 Outer Banks Avenue  
Las Vegas, Nevada 89149

or to such other address as any party may have furnished to the other in writing in accordance with this Section.

p. **Counterparts and Copies.** This Agreement may be executed in counterparts and shall be deemed executed when counterparts of this Agreement have been executed by all the Parties; such counterparts taken together shall be deemed to be the Agreement. All fully executed copies of this Agreement are duplicate, originals, equally admissible in evidence.

q. **Effective Date.** The date of this Agreement's execution shall be the date on which the last party to do so signs the Agreement.

r. **No Inducements; Entire Agreement.** The undersigned further declare and represent that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Agreement contains the entire agreement between the Parties hereto and the terms of this Agreement are contractual and not a mere recital.

s. **Entire Agreement.** The foregoing agreement, including any attachments incorporated by reference, constitutes the entire agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party. Furthermore each party represents that he/it has relied solely on his/its own independent judgment in entering into this Agreement. All Parties acknowledge having been advised to consult with independent legal counsel before entering into this Agreement. Each Party acknowledges that it has read and understood this agreement and has been furnished a duplicate original.

THE UNDERSIGNED HEREBY ACKNOWLEDGES REVIEW AND RECEIPT OF  
THIS AGREEMENT PRIOR TO EXECUTION AND AGREES TO THE TERMS HEREIN.

Dated and done this \_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Authorized Representative of GENERAL REALTY  
GROUP, INC.

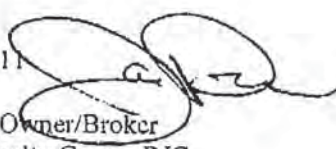
\_\_\_\_\_  
WALT WILKES

January 11, 2011

I, Jay Dana, Owner/Broker of General Realty Group INC, on behalf of General Realty Group, INC. hereby assign to Walter D. Wilkes and/or, Las Vegas Realty Center, Mark Carmen, Owner, Broker, all rights, title, and interest in that certain Commission Agreement (Commission Letter) dated September 1, 2004 between General Realty and Pardee Homes

January 11, 2011

By: Jay Dana, Owner/Broker  
General Realty Group, INC.





## Exhibit D

## Exhibit D

JA008611

FROM :

FAX NO. :

Apr. 28 2004 11:18AM P5

 **PardeeHomes**  
10880 Wilshire Boulevard, Suite 1900  
Los Angeles, California 90024-4101

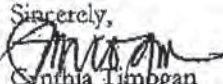
JON E. LASH  
Sr. Vice President  
(310) 475-3525 ext. 251  
(310) 446-1295

September 2, 2004

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

Mr. Wilkes,

Per Jon Lash request please sign and return the attached copy of the Commission Letter for the purchase of Coyote Springs property. The extra copy is for you to you keep for your records.

Sincerely,  
  
Cynthia Limbagan  
Land Acquisition Dept.

PLTF0158

JA008612



FROM :

FAX NO. :

Apr. 28 2004 11:16AM P1



10880 Wilshire Boulevard, Suite 1900  
Los Angeles, California 90024-4101

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

September 1, 2004

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

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

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

Gentlemen:

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

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

- (i) Pardee shall pay four percent (4%) of the Purchase Property Price payments made by Pardee pursuant to paragraph 1 of the Option Agreement up to a maximum of Fifty Million Dollars (\$50,000,000);
- (ii) Then, Pardee shall pay one and one-half percent (1-1/2%) of the remaining Purchase Property Price payments made by Pardee pursuant to paragraph 1 of the Option Agreement in the aggregate amount of Sixteen Million Dollars (\$16,000,000); and
- (iii) Then, with respect to any portion of the Option Property purchased by Pardee pursuant to paragraph 2 of the Option Agreement, Pardee shall pay one and one-half percent (1-1/2%) of the amount derived by multiplying the number of acres purchased by Pardee by Forty Thousand Dollars (\$40,000).

PLTF0159

JA008613

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

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

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

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

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

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

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



FROM :

FAX NO. :

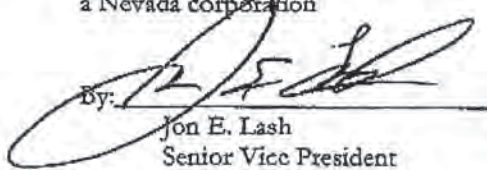
Apr. 28 2004 11:17AM P3

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

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

Sincerely,

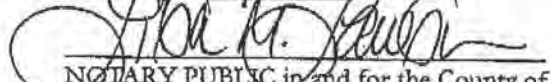
PARDEE HOMES OF NEVADA,  
a Nevada corporation

By:   
Jon E. Lash  
Senior Vice President



SUBSCRIBED and SWORN to before me this

2nd day of September 2004.

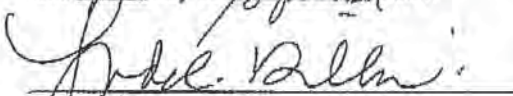
  
NOTARY PUBLIC in and for the County of  
Los Angeles, State of California

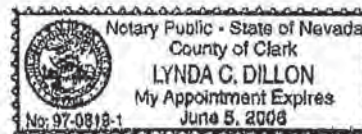
Agreed to and accepted:

GENERAL REALTY GROUP, INC.

By:   
Walt Wilkes

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

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



FROM :

FAX NO. :

Apr. 28 2004 11:17AM P4

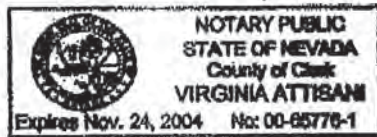
Mr. Walt Wilkes  
Mr. Jim Wolfram  
September 1, 2004  
Page 4

AWARD REALTY GROUP

By: Jim Wolfram  
Jim Wolfram

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

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





# Exhibit E

# Exhibit E

JA008617

JA008618 – JA008629

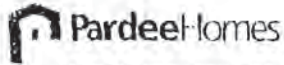
FILED UNDERSEAL



# Exhibit F

# Exhibit F

JA008630



10880 Wilshire Boulevard, Suite 1000  
Los Angeles, California 90024-4101

JIM STRINGER, JR., ESQ.  
Director, Land Acquisition  
(310) 475-3525 ext. 209  
(310) 446-1295

April 6, 2009

Mr. Jim Wolfram  
212 Canyon Drive  
Las Vegas, NV 89107

Re: Amended and Restated Option Agreement for the Purchase of Real Property and Joint Escrow Instructions dated as of March 28, 2005, as amended (the "Agreement"), between Pardee Homes of Nevada ("Pardee") and Coyote Springs Investment LLC (the "Coyote")

Dear Jim:

On April 1, 2009, Pardee made its last land payment to Coyote for the "Purchase Property" pursuant to the above-referenced Agreement in the amount of \$2,000,000 (for a total of \$84,000,000). Both General Realty Group, Inc. and D&W Real Estate, LLC (formerly Award Realty Group) have now been paid in full with respect to the Purchase Property under the Commission Agreement dated September 1, 2004, as supplemented by Pardee's letter dated August 23, 2007.

As you will recall, Pardee has been paying your commissions as the land payments are made, rather than upon the later date when Pardee receives legal title to the property. I have attached for your files three closing statements for land acquired by Pardee. We are in the process of closing on the final parcel later this month. As you can see, the entire purchase price at each closing has been paid by applying the land payments previously made by Pardee.

Please let me know if you have any questions.

Very truly yours,

PARDEE HOMES  
a California corporation

By: 

Jim Stringer, Jr.

Enclosures



**CHICAGO TITLE**

2370 Corporate Circle, #100 Henderson, NV 89074  
(702) 407-8894

**BUYERS/BORROWERS CLOSING STATEMENT**

Final

Buyer / Borrower: Paredes Homes of Nevada

Escrow No: 03007389 027 FB

Close Date: 05/07/2007

Proration Date:

Date Prepared: 08/08/2008

Property: "1st Add'l Purchase Parcel"  
"2nd Purchase Closing", NV

Description	Debit	Credit
<b>TOTAL CONSIDERATION:</b>		
Total Consideration	12,641,331.00	
<b>PRORATIONS AND ADJUSTMENTS:</b>		
Credit Unapplied Deposits		12,641,331.00
Deposit - Buyer		8,393.86
<b>ESCROW CHARGES:</b>		
Escrow Fee to Chicago Title	250.00	
<b>TITLE CHARGES:</b>		
"Split" \$10,000,000 to Chicago Title	2,590.00	
ALTA Ext. \$22,641,331 to Chicago Title	3,803.86	
Endorsements to Chicago Title	1,750.00	
<b>Sub Totals</b>	12,649,724.86	12,649,724.86
<b>Totals</b>	\$12,649,724.86	\$12,649,724.86

1993

TX 100

Apr 09 2008 04:00 PM 14

**CHICAGO TITLE**

2370 Corporate Circle, #100, Henderson, NV 89074  
(702) 407-8894

**BUYERS/BORROWERS CLOSING STATEMENT**

Final

Buyer / Borrower: Paradise Homes of Nevada

Escrow No: 08007209-027 FB

Close Date: 08/08/2008

Proration Date: 08/08/2008

Date Prepared: 08/08/2008

Property: "3rd Purchase Closing"  
Second Add'l Purchase Parcel, NV

Description	Debit	Credit
<b>TOTAL CONSIDERATION:</b>		
Total Consideration	37,043,138.48	
Deposit - Buyer		233,850.00
<b>PRORATIONS AND ADJUSTMENTS:</b>		
County Taxes From 06/08/08 To 10/01/08	29,651.40	
Based on the Annual amount of \$182,388.84		
Credit for Unapplied Deposits		37,043,138.48
<b>ESCROW CHARGES:</b>		
Escrow Fee to Chicago Title	750.00	
<b>TITLE CHARGES:</b>		
Owners Policy (ALTA Extended) to Chicago Title	8,890.56	
Endorsements to Chicago Title	1,750.00	
Date Down End. (LP-2) to Chicago Title	300.00	
Transfer Tax (1st Deed) to Chicago Title	170,518.50	
Transfer Tax (2nd Deed) to Chicago Title	18,405.00	
Recording Fee - deed to Chicago Title	16.00	
E-Record Fee to Chicago Title	4.50	
HOLD FOR POST CLOSING RECORD to hold	184.00	
<b>Sub Totals</b>	37,270,809.32	37,276,988.48
Refund Due Buyer/Borrower	6,179.14	
<b>Totals</b>	\$37,276,988.48	\$37,276,988.48

JA008633LTF0177



# CHICAGO TITLE

2370 Corporate Circle, #100, Henderson, NV 89074  
(702) 407-8894

## BUYERS/BORROWERS CLOSING STATEMENT

Final

Buyer / Borrower: Pardae Homes of Nevada

Escrow No: 09006085-027 FR

Close Date: 02/11/2009

Proration Date:

Date Prepared: 02/11/2009

Property: Fourth Purchase Closing  
Coyote Springs, NV

Description	Debit	Credit
<b>TOTAL CONSIDERATION:</b>		
Total Consideration	17,753,291.04	
Deposit		106,716.79
<b>PRORATIONS AND ADJUSTMENTS:</b>		
County Taxes From 02/11/09 To 04/01/09	15,013.55	
Based on the Annual amount of \$100,097.58		
Credit for Unapplied Deposits		17,753,291.04
<b>ESCROW CHARGES:</b>		
Escrow Fee to Chicago Title	750.00	
<b>TITLE CHARGES:</b>		
Recording Fees to Chicago Title	45.50	
Upgrade ALTA \$16,885,838.46 to Chicago Title	4,004.84	
Endorsements per Proforma to Chicago Title	1,750.00	
RPIT \$16,885,838.46 to Chicago Title	85,088.60	
<b>Sub Totals</b>	<b>17,860,953.33</b>	<b>17,860,007.83</b>
Refund Due Buyer/Borrower	54.50	
<b>Totals:</b>	<b>\$17,860,007.83</b>	<b>\$17,860,007.83</b>

Are the 776<sup>and 91 acres</sup> acres parcel and the 71<sup>acres</sup> parcel part of the original sale or in addition — we need proof since we have had no way of tracking sales. Since they explain all of this to us with maps and back up information we could agree — we still need an accounting of how the land is taken down. I think it is additional acreage.

Last payment was Apr. 1, 2007 and they closed 766 acres on Aug 8, 2008. If so did they get title to land before it was all paid for?

Mr. Stringer told you there were no parcel numbers but I gave you the parcel numbers for the 776 acres.

Jim



# Exhibit G

# Exhibit G

JA008636



**JIMMERSON HANSEN**

ATTORNEYS AT LAW

NOTARY PUBLIC  
JIMMERSON HANSEN  
10880 WILSHIRE BOULEVARD  
SUITE 1900  
LOS ANGELES, CALIFORNIA 90024-4101  
(310) 205-1100  
FAX (310) 205-1101  
WWW.JIMMERSONHANSEN.COM

April 23, 2009

**VIA FACSIMILE & U.S. MAIL**

Jim Stringer, Esq.  
Pardee Homes Inc.  
10880 Wilshire Boulevard  
Suite 1900  
Los Angeles, California 90024-4101

Re: Wolfram Award Realty Group vs. Pardee Homes

Dear Jim:

Thank you for speaking with me on Wednesday April 1, 2009, with regard to Award Realty Inc. and Jim Wolfram's concern that their sales of real estate acreage from Coyote Springs Inc. to Pardee Homes for which Award Realty and Mr. Wolfram would be entitled to commissions they have not been paid.

Pursuant to our telephone call, I would like to thank you for your willingness to send to my office copies of the escrow documents, purchase agreement, settlement statement and all documents supplied in escrow with regard to the sale by CSI to Pardee Homes of the 91 acres in approximately January, 2008, and the 776 acres which also closed escrow in approximately August, 2008 about which we spoke.

I also would like to ask for you to provide all information that you have to demonstrate, as your client alleges, that there is "no entitlement" by Award Realty or Mr. Wolfram to any commission and that there simply was a "true-up" as you used the term to have property transferred from seller Coyote Springs Inc. to Pardee Homes, Inc. as a result of Pardee having prepaid monies to CSI for which they have not received acreage at which was "trued-up" through these two sales that went through escrow. You can appreciate Mr. Wolfram's and Mr. Wilkes' skepticism.

I will note that pursuant to the agreement reached between Award/General Realty and Pardee Homes in 2004, it was the obligation of Pardee Homes to set up a system to show to Award Realty and Mr. Wolfram what properties were being purchased by Pardee Homes, where they were located within the CSI Holdings, what the purchase price was, and to demonstrate to Award Realty and Mr. Wolfram what commissions were owed to them as a result of their agreement. General Realty and Award Realty believe that Pardee Inc. has done a poor job

I:\WP\DATA\W\Wolfram\Correspondence to Jim Stringer 04-02-2009.wpd sa



Jim Stringer, Esq.  
Pardee Homes Inc.  
April 23, 2009  
Page 2

in this regard and has not met their contractual obligations. When you and I spoke, you told me that you knew of no other way for Mr. Wolfram and Mr. Wilkes to follow whether or not his company and himself have received the proper commissions except for "following the dollar," or to use your words, "track the dollars" that have been paid by Pardee Homes, Inc. to CSI. Of course there is no way for my client to be able to do that without obtaining records that would be in Pardee Home Inc's possession regarding how much money has been spent by Pardee Homes Inc. to CSI and to ascertain whether or not the percentage commission otherwise that would be due pursuant to the agreement reached between Pardee Homes Inc., General Realty and Award Realty have in fact been paid. In this regard, I would ask you to provide to Mr. Wolfram a copy of all documents that would evidence the total property purchased and the amount of money that has been paid by Pardee Homes Inc. to CSI, broken down parcel by parcel and close of escrow by close of escrow, and a total from all those transactions, so as to allow Mr. Wolfram and Mr. Wilkes to ascertain whether or not their companies had in fact received the monies that he is entitled to. You mentioned in my telephone conversation that Mr. Wolfram would have seen that the closings total 84 million dollars and that Mr. Wolfram has been paid a commission based upon that figure. I am in receipt of a copy of your letter dated April 6, 2009 to Mr. Wolfram. As I prepare this letter to you, I am not certain I understand what exactly you are communicating to me here, since just the 776 acre purchase in August of 2008 would be approximately 30 million dollars by itself for which Mr. Wolfram states he did not receive a commission at the time of close of escrow or afterwards.

The information needed by Mr. Wolfram and to Mr. Wilkes to track the land purchases by Pardee Homes from CSI includes, but is not limited to, the following: the name of the seller, the buyer, the parcel numbers, amount of acres, purchase price, the commission payment schedule and amount, Title company contact information, Escrow number(s), copy of the close of escrow documents to see the terms and document date, document number and page number and order to pay commission. Would you please forward all of this information for every purchase by Pardee Homes of property from CSI from the time that Pardee purchased its initial real estate from Coyote Springs Inc. As part of this request, respectfully, is the request that this information provided relative to Pardee Home Inc's operations include the 91 acres in approximately January, 2008, and the 776 acres that Pardee Homes Inc. purchased from CSI in August of 2008, about which we spoke during our telephone conversation.

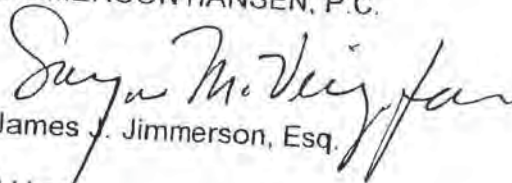
We would appreciate receiving these documents within a reasonable period of time. We certainly would like to see the close of escrow documents with regard to these two latest closes of escrow transactions and you had indicated you would provide the requested documents perhaps by April 8, 2009, but they have not yet been provided by you to me. We would expect to receive the balance of the documents that we requested herein within the next twenty one (21) days.

Jim Stringer, Esq.  
Pardee Homes Inc.  
April 23, 2009  
Page 3

There is a real concern by Mr. Wilkes and Mr. Wolfram that they have not been paid commissions that they are due pursuant to the agreement with Pardee Homes Inc. Your cooperation is appreciated.

Sincerely,

JIMMERSON HANSEN, P.C.

  
James J. Jimmerson, Esq.

JJJ:sa

cc: Jim Wolfram  
Walt Wilkes



\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO 0788  
CONNECTION TEL 13104461293  
CONNECTION ID  
ST. TIME 04/23 17:01  
USAGE T 01'01  
PGS. SENT 4  
RESULT OK

**JIMMERSON HANSEN  
ATTORNEYS AT LAW**

**415 SOUTH SIXTH STREET • SUITE 100 • LAS VEGAS, NEVADA 89101  
TELEPHONE: (702) 388-7171 • FACSIMILE: (702) 387-1167**

Date: April 23, 2009

No. of Pages: (including cover sheet): 4

Deliver To: Jim Stringer, Esq.  
Pardee Homes Inc

Fax No. (310) 446-1293

Re: Wolfram Award Realty Group vs. Pardee Homes

From: James J. Jimmerson/Suzanne Allison

- ☐ Original will **NOT** Follow
- ☒ Original will Follow By: U.S. Mail
- ☐ Please Call Upon Receipt
- ☐ Response Needed By:
- ☐ For Your Approval/Suggestions/Information
- ☐ Service by Facsimile pursuant to EDCR 7.26

MESSAGE: Please see correspondence dated April 23, 2009.

IF YOU DO NOT RECEIVE ALL PAGES PLEASE CONTACT ME IMMEDIATELY AT (702) 498-8475

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\*\*\* TX REPORT \*\*\*  
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TRANSMISSION OK

TX/RX NO 0789  
CONNECTION TEL 13104461212  
CONNECTION ID  
ST. TIME 04/23 17:03  
USAGE T 00'57  
PGS. SENT 4  
RESULT OK

**JIMMERSON HANSEN  
ATTORNEYS AT LAW**

**415 SOUTH SIXTH STREET • SUITE 100 • LAS VEGAS, NEVADA 89101  
TELEPHONE: (702) 388-7171 • FACSIMILE: (702) 387-1167**

Date: April 23, 2009

No. of Pages: (including cover sheet): 4

Deliver To: Jim Stringer, Esq.  
Pardee Homes Inc

Fax No. (310) 446-1212

Re: Wolfram Award Realty Group vs. Pardee Homes

From: James J. Jimmerson/Suzanne Allison

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JA008641LTF0184



**JIMMERSON HANSEN  
ATTORNEYS AT LAW**

**415 SOUTH SIXTH STREET • SUITE 100 • LAS VEGAS, NEVADA 89101  
TELEPHONE: (702) 388-7171 • FACSIMILE: (702) 387-1167**

Date: April 23, 2009

No. of Pages: (including cover sheet) 4

Deliver To: Jim Stringer, Esq.  
Pardee Homes Inc

Fax No. (310) 446-1293

Re: Wolfram Award Realty Group vs. Pardee Homes

From: *James J. Jimmerson/Suzanne Allison*

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**JIMMERSON HANSEN  
ATTORNEYS AT LAW**

**415 SOUTH SIXTH STREET • SUITE 100 • LAS VEGAS, NEVADA 89101  
TELEPHONE: (702) 388-7171 • FACSIMILE: (702) 387-1167**

Date: April 23, 2009

No. of Pages: (including cover sheet) 4

Deliver To: Jim Stringer, Esq.  
Pardee Homes Inc

Fax No. (310) 446-1212

Re: Wolfram Award Realty Group vs. Pardee Homes

From: *James J. Jimmerson/Suzanne Allison*

- ☐ Original will **NOT** Follow
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\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
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TRANSMISSION OK

TX-RX NO 0801  
CONNECTION TEL 2580881  
CONNECTION ID  
ST. TIME 04/24 11:35  
USAGE T 03'21  
PGS. SENT 3  
RESULT OK



James J. Jimmerson \*  
Lynn M. Hansen \*  
Malia P. Lavinia \*  
Michele L. Roberts  
\*ALSO ADMITTED IN CALIFORNIA

April 23, 2009

VIA FACSIMILE & U.S. MAIL

Jim Stringer, Esq.  
Pardee Homes Inc.  
10880 Wilshire Boulevard  
Suite 1900  
Los Angeles, California 90024-4101

Re: Wolfram Award Realty Group vs. Pardee Homes

Dear Jim:

Thank you for speaking with me on Wednesday April 1, 2009, with regard to Award Realty Inc. and Jim Wolfram's concern that their sales of real estate acreage from Coyote Springs Inc. to Pardee Homes for which Award Realty and Mr. Wolfram would be entitled to commissions they have not been paid.

Pursuant to our telephone call, I would like to thank you for your willingness to send to my office copies of the escrow documents, purchase agreement, settlement statement and all documents supplied in escrow with regard to the sale by CSI to Pardee Homes of the 91 acres in approximately January, 2008, and the 776 acres which also closed escrow in approximately August, 2008 about which we spoke.

I also would like to ask for you to provide all information that you have to demonstrate, as your client alleges, that there is "no entitlement" by Award Realty or Mr. Wolfram to any commis-

PLTF0187  
JA008644

# Exhibit H

# Exhibit H

JA008645





CELEBRATING 25 YEARS 1984-2009

James E. Hansen  
David M. Hansen  
Steph P. Hansen  
Michael Hansen  
James M. Hansen

May 19, 2009

**VIA FACSIMILE & U.S. MAIL**

Jim Stringer, Esq.  
Pardee Homes Inc.  
10880 Wilshire Boulevard  
Suite 1900  
Los Angeles, California 90024-4101

Re: Jim Wolfram Award Realty Group and Walt Wilkes General Realty –  
Pardee Homes

Dear Mr. Stringer:

Reference is made to my letter of April 23, 2009.

To date, you have not responded to our request for documentation that you had told me by telephone would be available to me so that my clients could attempt to understand whether or not they have been paid appropriate commissions for the purchase transactions by Pardee from Coyote Springs Investment, LLC

Despite the passage of nearly a month, we have not had the favor of your reply.

Pursuant to the terms of the contract between Pardee and my clients, there is an obligation to account for all purchases and sales and commissions. My clients are of the belief that they have not been paid for all of the sales which they are due, and Pardee's failure to comply with its contract constitutes a material breach of this contract for which my clients will be obliged to seek appropriate legal redress for the harm your company has, and is, causing them.

My clients would like to avoid that and would like to receive the information and accounting that they are entitled to and need. If they have been paid all that they are entitled to, which is what your position was in our last telephone call, it is important for Pardee to demonstrate the same as Pardee is obliged to produce this information. If not, my clients must be paid in full forthwith.

Jim Stringer, Esq.  
Pardee Homes Inc.  
May 19, 2009  
Page 2

May I hear from you within the next week.

Sincerely,

JIMMERSON HANSEN, P.C.



James J. Jimmerson, Esq.

JJJ:ak

cc: Jim Wolfram  
Walt Wilkes



\*\*\*\*\*  
 \*\*\* FX REPORT \*\*\*  
 \*\*\*\*\*

TRANSMISSION OK

TX/RX NO 0996  
 CONNECTION TEL 13104461212  
 CONNECTION ID  
 ST. TIME 05/19 14:58  
 USAGE T 00'36  
 PGS. SENT 3  
 RESULT OK

**JIMMERSON HANSEN  
 ATTORNEYS AT LAW**

**415 SOUTH SIXTH STREET • SUITE 100 • LAS VEGAS, NEVADA 89101  
 TELEPHONE: (702) 388-7171 • FACSIMILE: (702) 387-1167**

Date: May 19, 2009

No. of Pages: (including cover sheet): 3

Deliver To: Jim Stringer, Esq.  
 Pardee Homes Inc

Fax No. (310) 446-1212

Re: Wolfram Award Realty Group vs. Pardee Homes

From: James J. Jimmerson/Adele Koch

- ☐ Original will **NOT** Follow
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- ☐ For Your Approval/Suggestions/Information
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**MESSAGE: Please see correspondence dated May 19, 2009.**

**IF YOU DO NOT RECEIVE ALL PAGES PLEASE CONTACT ME IMMEDIATELY AT (702) 498-8475**

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**JIMMERSON HANSEN  
ATTORNEYS AT LAW**

**415 SOUTH SIXTH STREET • SUITE 100 • LAS VEGAS, NEVADA 89101  
TELEPHONE: (702) 388-7171 • FACSIMILE: (702) 387-1167**

Date: May 19, 2009

No. of Pages: (including cover sheet): 3

Deliver To: Jim Stringer, Esq.  
Pardee Homes Inc

Fax No. (310) 446-1212

Re: Wolfram Award Realty Group vs. Pardee Homes

From: *James J. Jimmerson/Adele Koch*

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# Exhibit I

# Exhibit I

JA008650



10880 Wilshire Boulevard, Suite 1900  
Los Angeles, CA 90024  
Tel: (310) 475 3525  
Fax: (213) 928 2626

July 10, 2009

James J. Jimmerson, Esq.  
Jimmerson Hansen Attorneys at Law  
415 South Sixth Street, Suite 100  
Las Vegas, NV 89101

Re: Coyote Springs Real Estate Commissions  
Your Clients: Jim Wolfram Award Realty Group and  
Wait Wilkes General Realty

Dear Mr. Jimmerson:

The Legal Department of Pardee Homes ("Pardee") has reviewed your letters of April 23, 2009 and May 19, 2009 to Jim Stringer, Jr., Pardee Director of Land Acquisition, and we have discussed those letters with those Pardee personnel who negotiated and administered the payment of real estate commissions in connection with Pardee's purchase of certain property at Coyote Springs.

Pardee's obligation to pay any and all such commissions is set forth within the four corners of that letter of September 1, 2004, from Jon Lash of Pardee to General Realty Group, Inc. and Award Realty Group (collectively, the "Brokers"), which the Brokers countersigned (the "2004 Letter Agreement").

As Pardee finds that all commissions payable under the 2004 Letter Agreement have already been paid, we believe that this matter has been fully resolved. If, however, your clients have a specific claim, we invite you to make it on their behalf.

Very truly yours,

**PARDEE HOMES**

By: 

Charles E. Curtis  
Legal Counsel

ccs: Christopher Hallman, Esq.  
Jon Lash  
Jim Stringer, Jr.



MESSAGE CONFIRMATION

MAY-19-2009 02:48 PM TUE

FAX NUMBER : 7023871167  
NAME : JIMMERSON HANSEN

NAME/NUMBER : 13104461212  
PAGE : 3  
START TIME : MAY-19-2009 02:48PM TUE  
ELAPSED TIME : 00'22"  
MODE : STD ECM  
RESULTS : [ O.K ]

JIMMERSON HANSEN  
ATTORNEYS AT LAW

415 SOUTH SIXTH STREET • SUITE 100 • LAS VEGAS, NEVADA 89101  
TELEPHONE: (702) 388-7171 • FACSIMILE: (702) 387-1167

Date: May 19, 2009

No. of Pages: (including cover sheet) 3

Deliver To: Jim Stringer, Esq.  
Pardee Homes Inc

Fax No. (310) 446-1212

Re: Wolfram Award Realty Group vs. Pardee Homes

From: James J. Jimmerson/Adele Koch

- ☐ Original will **NOT** Follow
- ☒ Original will Follow By: U.S. Mail
- ☐ Please Call Upon Receipt
- ☐ Response Needed By:
- ☐ For Your Approval/Suggestions/Information
- ☐ Service by Facsimile pursuant to EDCR 7.26

MESSAGE: Please see correspondence dated May 19, 2009.

IF YOU DO NOT RECEIVE ALL PAGES PLEASE CONTACT ME IMMEDIATELY AT (702) 498-8475

The information contained in this facsimile is from Adele Koch which may be confidential and may also be attorney-privileged. The information is intended for the use of the individual or entity to whom it is addressed and others who have been specifically authorized to receive it. If you are not the intended recipient, you are hereby notified that any disclosure, dissemination, distribution, use or copying of the contents of this information is strictly prohibited. If you have received this communication in error, please immediately notify me by telephone (702-388-7171) or by electronic mail (ak@jimmersonhansen.com) immediately and return the original message to us at the address above via the appropriate means of post. Thank you.

JA008652 PLTF0193

## Exhibit J

## Exhibit J

JA008653





**JIMMERSON HANSEN**

ATTORNEYS AT LAW

**CELEBRATING 25 YEARS 1984-2009**

August 26, 2009

James L. Hansen, Esq.  
Loren M. Hansen, Esq.  
Mikko P. Leventis, Esq.  
Michael J. Leventis, Esq.  
Robert M. Leventis, Esq.  
John M. Leventis, Esq.

Mr. Charles E. Curtis  
Legal Counsel  
Pardee Homes  
10880 Wilshire Blvd., Suite 1900  
Los Angeles, CA 90024

Re: Coyote Springs Real Estate Commissions  
Our Clients: Jim Wolfram Award Realty Group and  
Walt Wilkes General Realty

Dear Mr. Curtis:

I am in receipt of your letter of July 10, 2009.

Respectfully, your letter ignores my clients' request for written documentation that was promised to be delivered to us by Mr. Stringer, Esq., as a result of our conversation and our letter of April 23, 2009, delivered to him. To date, we have yet to receive the promised documentation. As contained in our correspondence of April 23, 2009, we specifically request that Pardee Homes deliver to my clients the documents requested within the next fifteen (15) days. Specifically, the requested documents are restated herein as set forth in our April 23, 2009 correspondence, to wit:

"I will note that pursuant to the agreement reached between Award/General Realty and Pardee Homes in 2004, it was the obligation of Pardee Homes to set up a system to show to Award Realty and Mr. Wolfram what properties were being purchased by Pardee Homes, where they were located within the CSI Holdings, what the purchase price was, and to demonstrate to Award Realty and Mr. Wolfram what commissions were owed to them as a result of their agreement. General Realty and Award Realty believe that Pardee Inc. has done a poor job in this regard and has not met their contractual obligations. When you and I spoke, you told me that you knew of no other way for Mr. Wolfram and Mr. Wilkes to follow whether or not his company and himself have received the proper commissions except for 'following the dollar,' or to use your words, 'track the dollars' that have been paid by Pardee Homes, Inc. to CSI. Of course there is no way for my client to be able to do that without obtaining records that would be in Pardee Home Inc's possession regarding how much money has been spent by Pardee Homes Inc. to CSI and to ascertain whether or not the percentage commission otherwise that would be due pursuant to the agreement reached between



Mr. Charles E. Curtis  
Legal Counsel  
Pardee Homes

Re: Coyote Springs Real Estate Commissions  
Our Clients: Jim Wolfram Award Realty Group and  
Walt Wilkes General Realty

August 26, 2009  
Page 2

Pardee Homes Inc., General Realty and Award Realty have in fact been paid. In this regard, I would ask you to provide to Mr. Wolfram a copy of all documents that would evidence the total property purchased and the amount of money that has been paid by Pardee Homes Inc. to CSI, broken down parcel by parcel and close of escrow by close of escrow, and a total from all those transactions, so as to allow Mr. Wolfram and Mr. Wilkes to ascertain whether or not their companies had in fact received the monies that he is entitled to. You mentioned in my telephone conversation that Mr. Wolfram would have seen that the closings total 84 million dollars and that Mr. Wolfram has been paid a commission based upon that figure. I am in receipt of a copy of your letter dated April 6, 2009 to Mr. Wolfram. As I prepare this letter to you, I am not certain I understand what exactly you are communicating to me here, since just the 776 acre purchase in August of 2008 would be approximately 30 million dollars by itself for which Mr. Wolfram states he did not receive a commission at the time of close of escrow or afterwards.

The information needed by Mr. Wolfram and to Mr. Wilkes to track the land purchases by Pardee Homes from CSI includes, but is not limited to, the following: the name of the seller, the buyer, the parcel numbers, amount of acres, purchase price, the commission payment schedule and amount, Title company contact information, Escrow number(s), copy of the close of escrow documents to see the terms and document date, document number and page number and order to pay commission. Would you please forward all of this information for every purchase by Pardee Homes of property from CSI from the time that Pardee purchased its initial real estate from Coyote Springs Inc. As part of this request, respectfully, is the request that this information provided relative to Pardee Home Inc's operations include the 91 acres in approximately January, 2008, and the 776 acres that Pardee Homes Inc. purchased from CSI in August of 2008, about which we spoke during our telephone conversation."

I do not feel it necessary to reiterate, again, Pardee Inc.'s obligation to provide the documents referenced herein as part of their contractual obligation to produce the requested information to our clients. My clients are hopeful that Pardee, Inc. will voluntarily



Mr. Charles E. Curtis  
Legal Counsel  
Pardee Homes

Re: Coyote Springs Real Estate Commissions  
Our Clients: Jim Wolfram Award Realty Group and  
Walt Wilkes General Realty

August 26, 2009

Page 3

produce, as has been promised, to voluntarily produce these documents at this time. Pardee's failure to do so would clearly establish a breach of contract by it, and such improper action would constitute intentional tortious behavior towards my client. My clients simply wish to be paid what they are owed and to possess all the documentation demonstrating the same.

Please forward these requested documents to us within the next fifteen (15) days.

Sincerely,

JIMMERSON HANSEN, P.C.

James J. Jimmerson, Esq.

JJJ:ak

cc: Mr. Jim Wolfram

Wolfram 8-26-09 R/ to Charles Curtis ak

# Exhibit K

# Exhibit K

JA008657



**PardeeHomes**

10880 Wilshire Blvd., Suite 1900  
Los Angeles, California 90024  
Tel (310) 475-3525  
Fax (310) 446-1295  
jon.lash@pardeehomes.com

**Jon E. Lash**  
Executive Vice President

November 24, 2009

Mr. Jim Wolfram  
D & W Real Estate  
212 Canyon Drive  
Las Vegas, NV 89107

Dear Mr. Wolfram:

This letter follows our recent telephone conversation during which I explained why you have been fully compensated for your professional services in relation to Coyote Springs pursuant to the Real Estate commission letter ("Commission Letter") dated September 1, 2004, which you executed. As we discussed, I agreed to provide this letter in response to your ongoing inquiries and that of your attorney regarding the commission payments.

This letter should satisfy your ongoing requirements, and those of your attorney, for information and documentation relating to all commission payments regarding the Coyote Springs project.

The transaction was amended on March 28, 2005 to reflect an adjusted acquisition price of \$84 Million. Pardee has been purchasing acreage for supporting land uses such as parks, utilities, rights of way and open space at a price per acre significantly below the price per acre Pardee has been paying for residential land. **The adjustment in price per acre, for these non-residential uses, has increased the 1950 acres originally described in the Purchase and Sale Agreement, but has not changed the original purchase price. Your commission is based on a percentage of the total price and not the number of acres.**

Listed below is a narrative description of the land takedowns as-well-as a corresponding color coded map:

- **Initial Takedown.** Since a separate parcel of land did not exist to match the monthly land payments, Pardee acquired a larger parcel of land at the initial closing with the obligation to deed back to the seller the excess acreage once a parcel map was recorded. This is reflected on the enclosed map as a "cross hatched" area.

- Takedowns #1 and #2. In one increment in 2006 and a second in 2007, Pardee took title to an 822.87-acre parcel; this parcel's boundary was adjusted, reducing its size to 810.05-acres. This amount is reflected in the attached exhibits as Takedowns #1 and #2 in the "gold" color. However, when this land is adjusted for the required transfer of lands (golf parcels) back to Coyote Springs, Pardee nets 618.74-acres.
- Takedown #3. Takedown #3 in 2008 required two deed transfers due to release issues with Wells Fargo Bank, seller's lender. These parcels are shown in "red" on the exhibits. They amount to 859.93-acres acquired by Pardee.
- Takedown #4. Takedown #4 was a single deed transfer and is shown in "green" on the attached exhibits. This amounts to 393.45-acres acquired by Pardee.
- Takedown #5. Takedown #5, shown in "blue" on the exhibits, was documented by two deeds which were recorded on the same date. It also included some "clean up" adjustments within the purchase price to allow for trail connectivity from other Pardee-owned lands. Takedown #5 accounts for 240.75-acres acquired by Pardee.

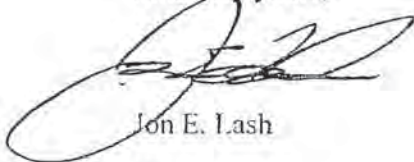
The attached exhibits reflect that Pardee still has over \$116,000 on account from the \$84 Million Option Agreement deposits and has acquired 2,112.87 acres.

Listed below is a chronological summary of the land takedowns to date at Coyote Springs:

<u>Date of Closing</u>	<u>Takedown #</u>	<u>Purchase Price</u>
10/20/2006	1	combined with #2
5/7/2207	2	\$23,287,822.91
8/8/2008	3	see below for #3
12/22/2008	3	\$34,507,622.64
2/11/2009	4	\$16,651,376.92
8/18/2009	5	\$959,300.00
8/18/2009	5	\$243,169.21
8/18/2009	5	\$8,233,722.91

In conclusion, I reiterate Pardee's appreciation for your services, and I trust that you agree that full payment has been made in accordance with the schedules set forth in the Commission Letter. Naturally, Pardee reserves all rights and remedies with respect to any claim you may assert to the contrary.

Sincerely yours,



Jon E. Lash

JEL/cr

Enclosures:





Date	Parcels	Instrument Number	Acres	Note	Purchase Price
4/1/2005	Sec 20 & 21 of Patent	20050401-0002085	512.08	Initial Closing	\$
10/20/2006	Quick Claim PHN to CSI	20061020-0002838	(512.08)	Quick Claim to CSI of Initial Closing	\$
10/20/2006	Parcel 1 (Village 1)	20061020-0002839	n/a	Takedown 1 & 2 per recorded maps	\$ (10,000,000.00)
5/7/2007	Village 1	20070507-0003982	618.74	Takedown 1 & 2 amended boundary	\$
2/11/2009	AAC 3 & 4 & LP-18	20090211-0003400	393.45	Takedown 4	\$ 23,287,822.91
8/18/2009	Adjustment for parks, school, etc	n/a	38.32	Village 5 Adjustment	\$ 16,651,376.92
8/18/2009	WWTP	20090818-0002105	11.29	Takedown 5	\$ 959,300.00
8/18/2009	LP-4	20090818-0002103	191.14	Takedown 5	\$ 243,169.21
TOTAL			2112.87		\$ 8,233,722.91
					\$ 83,883,014.59





nday, Jan 25, 2010 02:48 PM

JA008662 PLTF0201

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10

GREEN  
PINK  
ORANGE

ES - 0116101-01-011, 0, 00.00



# Exhibit L

# Exhibit L

JA008664

212 Canyon Drive



Las Vegas, NV 89107

April 21, 2010

Mr. Jon Lash  
Executive Vice President  
Pardee Homes  
10880 Wilshire Blvd, Suite 1900  
Los Angeles, CA 90021


Dear Jon:

As we discussed on the phone, please find enclosed a map of purchases on Coyote Springs. As you can see my map does not agree with your map on acreage purchased by Pardee. My information came from county records. Please study the map as I have your map; then we can discuss the situation.

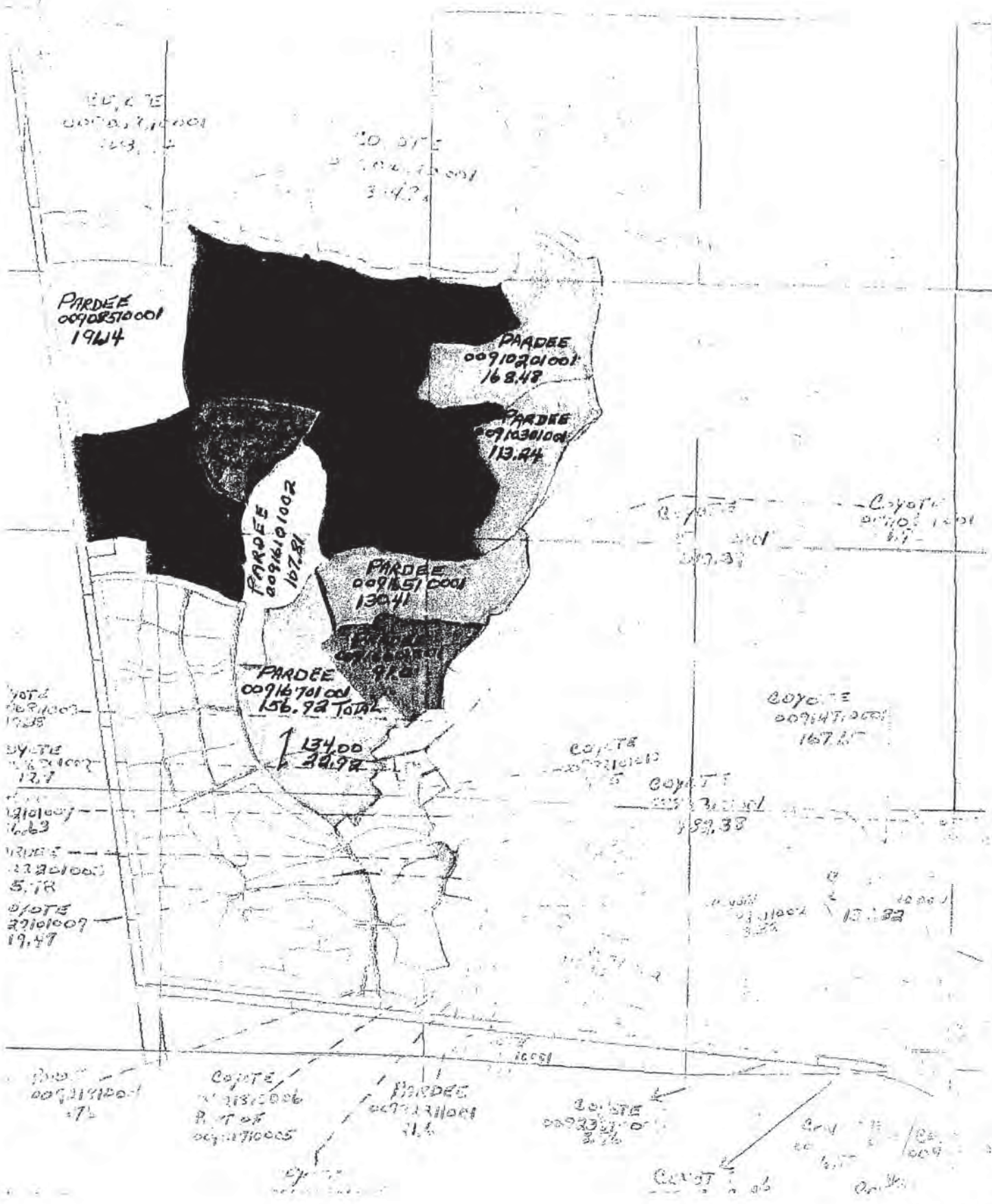
Once we get the acreage settled, it is imperative we establish a format for future transactions on Coyote Springs. My attorney sent your attorneys a simple format that would take any title company only a few minutes to complete; but we never received a reply. Walt's family, my family and Pardee could understand this document in the event something happened to any of us.

I will contact you in a few days after you have had time to study the maps.

Sincerely,

  
Jim Wolfram





REAR

7. 100000 007192-1001

5. TURFEE

8. 100000 007192-1001

5

100000 007192-1001

6

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134.00

15.93

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00916601-01-11, 000.00

9. [REDACTED] - PARDEE - 16.43 ACRES - 00922101007

10. [REDACTED] - PARDEE - 5.78 ACRES - 00922201003

11. [REDACTED] - PARDEE - 21.6 ACRES - 00922211001



# Exhibit M

# Exhibit M

JA008668



JOHN E. JIMMERSON  
JAMES M. HANSEN  
—  
Attorneys at Law  
—  
10880 Wilshire Blvd., Suite 1900  
Los Angeles, CA 90024  
(310) 471-1111  
FAX (310) 471-1112

May 17, 2010

Mr. Jon E. Lash  
10880 Wilshire Blvd.,  
Suite 1900  
Los Angeles, CA 90024

Re: Coyote Springs Real Estate Commissions  
Our Clients: Jim Wolfram Award Realty Group and  
Walt Wilkes General Realty

Dear Mr. Lash:

Reference is made to your correspondence of November 24, 2009, as well as subsequent conversations that you may have had with Mr. Wolfram. I also left a message for you last week with your secretary, Carol. Pursuant to the parties written agreement, Pardee was obligated to provide to Mr. Walt Wilkes now of Rubicon Realty Group, and Mr. Jim Wolfram of D&W Real Estate LLC., Realty Group the following:

Pardee shall notify you, and each of you, at the time of its exercise of all options, of the number of acres being closed upon, the date of closing, and all pertinent information as it relates to your entitlement to a brokerage commission, and shall provide a copy to you of the written exercise of option(s) concurrently with Pardee's notifying Seller of its intent to exercise the option (s) as set forth within the Option Agreement, and particularly paragraphs 1 and 2, at pages 2 through 7, respectively.

In my written correspondence to Jim Stringer, Esq., on April 23, 2009 after my conversation with him, together with correspondence sent to Charles Curtis on August 26, 2009, Mr. Wilkes and Mr. Wolfram on behalf of their respective companies had requested of Pardee Homes through yourself, as well as your multiple lawyers, written documentation to satisfy the contractual obligation of Pardee Homes to Mr. Wilkes and Mr. Wolfram. It was promised by Mr. Stringer, Esq., to be forwarded to me. To date, all of these requests have been ignored, and Pardee's willful failure to provide these responses, and the needed documents, certainly constitutes a material breach of the Commission Agreement entered into between the parties. As is referenced in prior correspondences, Mr. Wilkes and Mr. Wolfram have been unable to obtain the following, despite repeated requests:



Mr. Jon E. Lash

Re: Coyote Springs Real estate Commissions

Our Clients: Jim Wolfram Award Realty Group and  
Walt Wilkes General Realty

May 17, 2010

Page Two

"I will note that pursuant to the agreement reached between Award/General Realty and Pardee Homes in 2004, it was the obligation of Pardee Homes to set up a system to show to Award Realty, Mr. Wolfram, General Realty and Mr. Wilkes what properties were being purchased by Pardee Homes, where they were located within the CSI Holdings, what the purchase price was, and to demonstrate to Award Realty, Mr. Wolfram and General Realty and Mr. Wilkes what commissions were owed to them as a result of their agreement. General Realty and Award Realty believe that Pardee Inc., has done a poor job in this regard and has not met their contractual obligations. When you and I spoke, you told me that you knew of no other way for Mr. Wolfram and Mr. Wilkes to follow whether or not their companies and themselves have received the proper commissions except for 'following the dollar,' or to use your words, 'track the dollars' that have been paid by Pardee Homes, Inc. to CSI. Of course there is no way for my client to be able to do that without obtaining records that would be in Pardee Home Inc's possession regarding how much money has been spent by Pardee Homes Inc. to CSI and to ascertain whether or not the percentage commission otherwise that would be due pursuant to the agreement reached between Pardee Homes Inc., General Realty and Award Realty have in fact been paid. In this regard, I would ask you to provide to Mr. Wolfram a copy of all documents that would evidence the total property purchased and the amount of money that has been paid by Pardee Homes Inc. to CSI, broken down parcel by parcel and close of escrow by close of escrow, and a total from all those transactions, so as to allow Mr. Wolfram and Mr. Wilkes to ascertain whether or not their companies had in fact received the monies that they are entitled to. You mentioned in my telephone conversation that Mr. Wolfram would have seen that the closings total 84 million dollars and that Mr. Wolfram has been paid a commission based upon that figure. I am in receipt of a copy of your letter dated April 6, 2009 to Mr. Wolfram. As I prepare this letter to you, I am not certain I understand what exactly you are communicating to me here, since we have found several parcels that were purchased by Pardee and were not addressed by your letter and map dated November 24, 2009. It is obvious that our acreage purchased by Pardee and your explanation of acreage do not agree. We need to solve this problem.



Mr. Jon E. Lash

Re: Coyote Springs Real estate Commissions

Our Clients: Jim Wolfram Award Realty Group and  
Walt Wilkes General Realty

May 17, 2010

Page Three

The information needed by Mr. Wolfram and to Mr. Wilkes to track the land purchases by Pardee Homes from CSI includes, but is not limited to, the following: the name of the seller, the buyer, the parcel numbers, amount of acres, purchase price, the commission payment schedule and amount, Title company contact information, Escrow number(s), copy of the close of escrow documents to see the terms and documents date, document number and page number and order to pay commission. Would you please forward all of this information for every purchase by Pardee Homes of property from CSI from the time that Pardee purchased its initial real estate from Coyote Springs Inc. See letter from James J. Jimmerson to Jim Stringer, Esq., dated May 19, 2009.

My clients have worked very hard with the Clark County Recorder's Office and the Clark County Assessor's Office to try to understand what take downs of property have been closed by Pardee Homes which are not explained within your letter of November 24, 2009. In fact, it appears as if your letter of November 24, 2009 is materially inaccurate and constitutes misstatements and/or misrepresentations of the actual events regarding Pardee Homes purchases which otherwise entitle our firm's clients to receive appropriate real estate commissions plus late fee penalties.

I further note that you have instructed Francis Butler of Chicago Title not to provide the closing escrow documents regarding the purchase of properties from Coyote Springs, notwithstanding your affirmative contractual obligation to do so.

In addition, your company's affirmative instruction to Francis Butler of Chicago Title not to release the documents that would evidence the purchases by Pardee Homes of properties at Coyote Springs is another material breach of the parties Commission Agreement.

Demand is formally made to provide to Mr. Wilkes and Mr. Wolfram true and correct copies of the escrow instructions for all purchases by Pardee Homes of property at Coyote Springs, handled by any title company, and specifically including those handled by Chicago Title.



Mr. Jon E. Lash

Re: Coyote Springs Real estate Commissions  
Our Clients: Jim Wolfram Award Realty Group and  
Walt Wilkes General Realty

May 17, 2010

Page Four

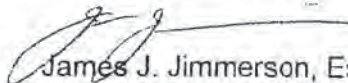
From the information you provided to Mr. Wolfram on November 24, 2009, there is insufficient explanation to understand what is being represented by the gold legend, referenced within your map, a copy of your map and legend is enclosed herewith. Mr. Wolfram has prepared a new map, which is enclosed, that he believes more accurately sets forth the purchases of properties by Pardee Homes based upon his extensive efforts to try to ascertain the information that your company is obligated to provide to him for which your company has willfully refused to do. His maps and notes attached appear to be far more accurate than the explanation you gave on November 24, 2009. Please provide further explanation with regard to the property colored in the gold, which Mr. Wilkes and Mr. Wolfram believe was the original takedown of property but which was later then modified and/or expanded. The purchase of gold-legend property, which is referenced in the map at the bottom left-hand corner and the bottom right-hand portion of the map, has not been accurately described by Pardee Homes within your letter of November 24, 2009. This purchase does bear upon my clients' entitlement to further commission beyond that paid by Pardee Homes.

My clients would appreciate you providing this information, and providing all escrow instructions, and close of escrow documents regarding all purchases of property by Pardee Homes of Coyote Springs property, and your authorization to allow Francis Butler to provide the documents directly to Mr. Wolfram from Chicago Title, within the next three (3) weeks. My clients plead for Pardee Homes to stop its continuing breach of the Commission Agreement and to allow Mr. Wilkes and Mr. Wolfram to verify their entitlement to appropriate brokerage commissions, and the receipt of any funds due to them, for what remains unpaid, if any.

Your assistance in this matter is appreciated.

Sincerely,

JIMMERSON HANSEN, P.C.

  
James J. Jimmerson, Esq.  
JJJ/sy

Enclosures

cc: Mr. Jim Wolfram  
Mr. Walt Wilkes  
Jim Stringer, Esq  
Mr. Charles E. Curtis

# Exhibit N

# Exhibit N

JA008673



Pardee Homes

June 14, 2010

James J. Jimmerson, Esq.  
Jimmerson Hansen Attorneys at Law  
415 South Sixth Street, Suite 100  
Las Vegas, NV 89101

Re: Coyote Springs Real Estate Commissions  
Your Clients: Jim Wolfram (Award Realty Group) and  
Walt Wilkes (General Realty)

Dear Mr. Jimmerson:

This will respond to Mr. Wolfram's letter of April 21, 2010 and to yours of May 17, 2010, both addressed to Jon Lash at Pardee Homes ("Pardee").

Despite the length of your letter of May 17, 2010 and its attachments, the issue is not what land Pardee owns, but what land is *within the express scope of the September 1, 2004 commission letter* (the "Commission Letter") which your clients and Pardee signed.

The map prepared by Mr. Wolfram that he enclosed with his letter of April 21, 2010 includes additional real property not within the scope of the Commission Letter.

Please note that, by its terms, the Commission Letter was concerned only with the sale of certain property pursuant to Paragraphs 1 and 2 of the Option Agreement as defined therein, and the Commission Letter provided in relevant part that it "represents our entire understanding concerning the subject matter hereof."

James J. Jimmerson, Esq.  
June 14, 2010  
Page Two

Pardee denies any allegation that it materially breached any representation to provide documents. Pardee further denies that it has any contractual obligation to provide any documents to your clients except for such documents as expressly contemplated in the Commission Letter, all of which were timely furnished to your clients long ago.

If your clients' claim is reassessed in light of the foregoing, it can readily be established that no further compensation is due them pursuant to the Commission Letter.

Very truly yours,

**PARDEE HOMES**

By: 

Charles E. Curtis,  
Legal Counsel

cc: Jon Lash



# Exhibit A

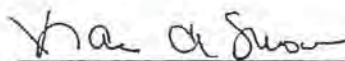
# Exhibit A

JA008676

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of McDonald Carano Wilson LLP and that  
on the 2<sup>nd</sup> day of September, 2011, I served a true and correct copy of the foregoing  
**DEFENDANTS' INITIAL DISCLOSURE STATEMENT AND PROPOSED WITNESS**  
**STATEMENT PURSUANT TO NRCP 16.1** via US Mail on the following:

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



An Employee of McDonald Carano Wilson LLP

231145.1



EXHIBIT 5

EXHIBIT 5



1 **SUPP**

JAMES J. JIMMERSON, ESQ.

2 Nevada Bar No. 000264

LYNN M. HANSEN, ESQ.

3 Nevada Bar No. 0244

AMANDA J. BROOKHYSER, ESQ.

4 Nevada Bar No. 11526

JIMMERSON HANSEN, P.C.

5 415 So. Sixth St., Ste. 100

Las Vegas, NV 89101

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

7 [lmh@jimmersonhansen.com](mailto:lmh@jimmersonhansen.com)

8 [ajb@jimmersonhansen.com](mailto:ajb@jimmersonhansen.com)

9 Attorney for Plaintiffs

*James Wolfram and Walt Wilkes*

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 JAMES WOLFRAM AND WALT WILKES

13 Plaintiffs,

14 vs.

15 PARDEE HOMES OF NEVADA,

16 Defendant.

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

**DEPT NO.: IV**

17 **PLAINTIFFS' SECOND SUPPLEMENT TO NRCP 16.1 DISCLOSURE OF**  
18 **WITNESSES AND DOCUMENTS**

19 COME NOW Plaintiffs, JAMES WOLFRAM and WALT WILKES, by and through their  
20 attorneys, Lynn M. Hansen, Esq., and Amanda J. Brookhyser, Esq., of the law firm of  
21 Jimmerson Hansen, P.C., and hereby submits the following Second Supplement to list of  
22 witnesses and production of documents, as follows (**new items in bold**):

23 ///

24 ///

25 ///

26 ///

27

28



I.

WITNESSES

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

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

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

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

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

3. Frances Butler  
Chicago Title Company  
Las Vegas, Nevada

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

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

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

///

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

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

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

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

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

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

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

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

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

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

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



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

3 Plaintiff reserves the right to call any and all witnesses who may be disclosed or  
4 deposed throughout the course of discovery.

5 Plaintiff reserves the right to call any and all of Defendant's witnesses; and

6 Plaintiff reserves the right to call any and all rebuttal witnesses.

7 Plaintiff's experts, if any, as yet unidentified.

8 Plaintiff reserves the right to supplement this list of witnesses as discovery progresses  
9 and until the time of trial in this case.

10 **II.**

11 **DOCUMENTS**

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

- 14 1. Any and all written agreements between the Parties;
- 15 2. Any and all documents evidencing damages to the Plaintiffs;
- 16 3. Any and all correspondence between the Parties;
- 17 4. Any and all appropriate Custodian of Record documents;
- 18 5. Any and all pleadings in this matter;
- 19 6. Documents labeled Bates Numbers PLTL0001-PLTL00244;

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

- 23 A. Option Agreement for the Purpose of Real Property and Joint Escrow  
Instructions dated May 2004 (Bates No. PLTF0001-0080);
- 24 B. Amended and Restated Option Agreement for the Purchase of Real Property  
25 and Joint Escrow Instructions dated March 28, 2005, (Bates No. PLTF0081-  
0152);
- 26 C. Two Assignments of Real Estate Commission and Personal Certification  
27 Agreement (Bates No. PLTF0153-0157A)
- 28 D. Letter dated September 2, 2004 from Pardee Homes to Mr. Walt Walkes  
regarding the attached Commission letter dated September 1, 2004, (Bates No.

1 PLTF0158-0162);

2 E. Amendment No. 2 to Option Agreement for the Purchase of Real Property and  
3 Joint Escrow Instructions, (Bates No. PLTF0163-0174);

4 F. Letter dated April 6, 2009 from Pardee Homes to Mr. Jim Wolfram, (Bates No.  
5 PLTF0175-0179);

6 G. Letter dated April 23, 2009 from James J. Jimmerson, Esq., to Jim Stringer,  
7 Esq., (Bates No. PLTF0180-0187);

8 H. Letter dated May 19, 2011 from James J. Jimmerson, Esq., to Jim Stringer,  
9 Esq., (Bates No. PLTF0188-0191);

10 I. Letter dated July 10, 2009 from Charles E. Curtis to James J. Jimmerson, Esq.,  
11 (Bates No. PLTF0192-0193);

12 J. Letter dated August 26, 2009 from James J. Jimmerson, Esq., to Charles E.  
13 Curtis, (Bates No. PLTF0194-0196);

14 K. Letter dated November 24, 2009 from Jon E. Lash to Mr. Jim Wolfram, (Bates  
15 No. PLTF0197-0202);

16 L. Letter dated April 21, 2010 from Jim Wolfram to Mr. Jon Lash, (Bates No.  
17 PLTF0203-0205);

18 M. Letter dated May 17, 2010 from James J. Jimmerson, Esq., to Mr. Joh E. Lash,  
19 (Bates No. PLTF0206-0209);

20 N. Letter dated June 14, 2010 from Charles E. Curtis to James J. Jimmerson, Esq.,  
21 (Bates No. PLTF0210-0211);

22 **Bates Nos. PLTF0212-0244 are the duplicative documents produced in**  
23 **Plaintiffs' Initial 16.1 Disclosure of Documents and Witnesses.**

24 **7. Documents produced from Stewart Title in response to Plaintiffs'**  
25 **Subpoena Duces Tecum on CD, (Bates No. PLTF0245-PLTF1423);**

26 **8. Any and all documents the Defendants disclosed by any parties or used at any**  
27 **depositions;**

28 **9. Any and all other relevant documents to this matter.**

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

///

///

///



III.

COMPUTATION OF DAMAGES

Plaintiffs calculate their damages to be all damages associated with the Defendant's breach of contract and the Defendant's failure to meet their obligations to the Plaintiffs, Attorney fees and costs of the suit. 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.

Dated this 18 January, 2012.

JIMMERSON HANSEN, P.C.



JAMES J. JIMMERSON, ESQ.

Nevada Bar No. 000264

LYNN M. HANSEN, ESQ.

Nevada Bar No. 0244

AMANDA J. BROOKHYSER, ESQ.

Nevada Bar No. 11526

415 So. Sixth St., Ste. 100

Las Vegas, NV 89101

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

[lmh@jimmersonhansen.com](mailto:lmh@jimmersonhansen.com)

[ajb@jimmersonhansen.com](mailto:ajb@jimmersonhansen.com)

Attorney for Plaintiffs

James Wolfram and Walt Wilkes

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

**CERTIFICATE OF SERVICE**

I here by certify that service of a true and correct copy of **PLAINTIFFS' SECOND SUPPLEMENT TO NRCP 16.1 DISCLOSURE OF WITNESSES AND DOCUMENTS** was made on the 19 day of January, 2012, as indicated below:

- ☒ By first class mail, postage prepaid from Las Vegas, Nevada pursuant to N.R.C.P. 5(b) addressed as follows below
- ☐ By electronic service through the E-filing system
- ☐ By facsimile, pursuant to EDCR 7.26 (as amended)
- ☐ By receipt of copy as indicated below

PAT LUNDVALL, ESQ.,  
AARON D. SHIPLEY, ESQ.  
McDONALD CARANO WILSON, LLP  
2300 W. Sahara Avenue, Suite 1000  
Las Vegas, Nevada 89102  
Attorneys for Defendant  
*Pardee Homes of Nevada*  
**Fax No.: 702-873-9966**

  
An Employee of JIMMERSON HANSEN, P.C.



EXHIBIT 6

EXHIBIT 6



1 **SUPP**  
2 JAMES J. JIMMERSON, ESQ.  
3 Nevada Bar No. 000264  
4 LYNN M. HANSEN, ESQ.  
5 Nevada Bar No. 0244  
6 AMANDA J. BROOKHYSER, ESQ.  
7 Nevada Bar No. 11526  
8 JIMMERSON HANSEN, P.C.  
9 415 So. Sixth St., Ste. 100  
10 Las Vegas, NV 89101  
11  
12 Tel No.: (702) 388-7171; Fax No.: (702) 380-6406  
13 [lmh@jimmersonhansen.com](mailto:lmh@jimmersonhansen.com)  
14 [ajb@jimmersonhansen.com](mailto:ajb@jimmersonhansen.com)

15 Attorney for Plaintiffs  
16 *James Wolfram and Walt Wilkes*

17 **DISTRICT COURT**  
18 **CLARK COUNTY, NEVADA**

19 JAMES WOLFRAM AND WALT WILKES  
20 Plaintiffs,  
21 vs.  
22 PARDEE HOMES OF NEVADA,  
23 Defendant.

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

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

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

///

///

///



I.  
WITNESSES

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

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

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

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

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

3. Frances Butler  
Chicago Title Company  
Las Vegas, Nevada

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

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

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

///

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

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

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

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

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

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

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

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

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

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

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



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

3 Plaintiff reserves the right to call any and all witnesses who may be disclosed or  
4 deposed throughout the course of discovery.

5 Plaintiff reserves the right to call any and all of Defendant's witnesses; and

6 Plaintiff reserves the right to call any and all rebuttal witnesses.

7 Plaintiff's experts, if any, as yet unidentified.

8 Plaintiff reserves the right to supplement this list of witnesses as discovery progresses  
9 and until the time of trial in this case.

10 **II.**

11 **DOCUMENTS**

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

- 14 1. Any and all written agreements between the Parties;
- 15 2. Any and all documents evidencing damages to the Plaintiffs;
- 16 3. Any and all correspondence between the Parties;
- 17 4. Any and all appropriate Custodian of Record documents;
- 18 5. Any and all pleadings in this matter;
- 19 6. Documents labeled Bates Numbers PLTL0001-PLTL00244;

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

- 23 A. Option Agreement for the Purpose of Real Property and Joint Escrow  
Instructions dated May 2004 (Bates No. PLTF0001-0080);
- 24 B. Amended and Restated Option Agreement for the Purchase of Real Property  
25 and Joint Escrow Instructions dated March 28, 2005, (Bates No. PLTF0081-  
0152);
- 26 C. Two Assignments of Real Estate Commission and Personal Certification  
27 Agreement (Bates No. PLTF0153-0157A)
- 28 D. Letter dated September 2, 2004 from Pardee Homes to Mr. Walt Walkes  
regarding the attached Commission letter dated September 1, 2004, (Bates No.



- 1 PLTF0158-0162);
- 2 E. Amendment No. 2 to Option Agreement for the Purchase of Real Property and
- 3 Joint Escrow Instructions, (Bates No. PLTF0163-0174);
- 4 F. Letter dated April 6, 2009 from Pardee Homes to Mr. Jim Wolfram, (Bates No.
- 5 PLTF0175-0179);
- 6 G. Letter dated April 23, 2009 from James J. Jimmerson, Esq., to Jim Stringer,
- 7 Esq., (Bates No. PLTF0180-0187);
- 8 H. Letter dated May 19, 2011 from James J. Jimmerson, Esq., to Jim Stringer,
- 9 Esq., (Bates No. PLTF0188-0191);
- 10 I. Letter dated July 10, 2009 from Charles E. Curtis to James J. Jimmerson, Esq.,
- 11 (Bates No. PLTF0192-0193);
- 12 J. Letter dated August 26, 2009 from James J. Jimmerson, Esq., to Charles E.
- 13 Curtis, (Bates No. PLTF0194-0196);
- 14 K. Letter dated November 24, 2009 from Jon E. Lash to Mr. Jim Wolfram, (Bates
- 15 No. PLTF0197-0202);
- 16 L. Letter dated April 21, 2010 from Jim Wolfram to Mr. Jon Lash, (Bates No.
- 17 PLTF0203-0205);
- 18 M. Letter dated May 17, 2010 from James J. Jimmerson, Esq., to Mr. Joh E. Lash,
- 19 (Bates No. PLTF0206-0209);
- 20 N. Letter dated June 14, 2010 from Charles E. Curtis to James J. Jimmerson, Esq.,
- 21 (Bates No. PLTF0210-0211);

22 Bates Nos. PLTF0212-0244 are the duplicative documents produced in Plaintiffs'  
23 Initial 16.1 Disclosure of Documents and Witnesses.

- 24 7. Documents produced by Stewart Title in response to Plaintiffs' Subpoena Duces
- 25 Tecum on CD, (Bates No. PLTF0245-PLTF1423);
- 26 8. **Documents produced by Chicago Title in response to Plaintiffs' Subpoena**
- 27 **Duces Tecum on CD, (Bates No. PLTF1424-PLTF10414);**
- 28 9. Any and all documents the Defendants disclosed by any parties or used at any
- depositions;
10. Any and all other relevant documents to this matter.

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

///

///

///




III.

COMPUTATION OF DAMAGES

Plaintiffs calculate their damages to be all damages associated with the Defendant's breach of contract and the Defendant's failure to meet their obligations to the Plaintiffs, Attorney fees and costs of the suit. 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.

Dated this 6 February, 2012.

JIMMERSON HANSEN, P.C.

  
JAMES J. JIMMERSON, ESQ.

Nevada Bar No. 000264

LYNN M. HANSEN, ESQ.

Nevada Bar No. 0244

AMANDA J. BROOKHYSER, ESQ.

Nevada Bar No. 11526

415 So. Sixth St., Ste. 100

Las Vegas, NV 89101

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

[lmh@jimmersonhansen.com](mailto:lmh@jimmersonhansen.com)

[ajb@jimmersonhansen.com](mailto:ajb@jimmersonhansen.com)

Attorney for Plaintiffs

*James Wolfram and Walt Wilkes*

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

CERTIFICATE OF SERVICE

I here by certify that service of a true and correct copy of **PLAINTIFFS' THIRD SUPPLEMENT TO NRCP 16.1 DISCLOSURE OF WITNESSES AND DOCUMENTS** was made on the 6<sup>th</sup> day of February, 2012, as indicated below:

- ☒ By first class mail, postage prepaid from Las Vegas, Nevada pursuant to N.R.C.P. 5(b) addressed as follows below
- ☐ By electronic service through the E-filing system
- ☐ By facsimile, pursuant to EDCR 7.26 (as amended)
- ☐ By receipt of copy as indicated below

PAT LUNDVALL, ESQ.,  
AARON D. SHIPLEY, ESQ.  
McDONALD CARANO WILSON, LLP  
2300 W. Sahara Avenue, Suite 1000  
Las Vegas, Nevada 89102  
Attorneys for Defendant  
*Pardee Homes of Nevada*  
**Fax No.: 702-873-9966**

  
An Employee of JIMMERSON HANSEN, P.C.



EXHIBIT 7

EXHIBIT 7



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

1 **SUPP**  
2 JAMES J. JIMMERSON, ESQ.  
3 Nevada Bar No. 000264  
4 LYNN M. HANSEN, ESQ.  
5 Nevada Bar No. 0244  
6 JAMES M. JIMMERSON, ESQ.  
7 Nevada Bar No. 12599  
8 JIMMERSON HANSEN, P.C.  
9 415 So. Sixth St., Ste. 100  
10 Las Vegas, NV 89101  
11 Tel No.: (702) 388-7171; Fax No.: (702) 380-6406  
12 [jjj@jimmersonhansen.com](mailto:jjj@jimmersonhansen.com)  
13 [jmh@jimmersonhansen.com](mailto:jmh@jimmersonhansen.com)  
14 [jmj@jimmersonhansen.com](mailto:jmj@jimmersonhansen.com)  
15 Attorney for Plaintiffs  
16 James Wolfram and Walt Wilkes

10 DISTRICT COURT  
11 CLARK COUNTY, NEVADA

12 JAMES WOLFRAM AND WALT WILKES  
13 Plaintiffs,  
14 vs.  
15 PARDEE HOMES OF NEVADA,  
16 Defendant.

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

17 **PLAINTIFFS' FOURTH SUPPLEMENT TO NRCP 16.1 DISCLOSURE OF**  
18 **WITNESSES AND DOCUMENTS**

19 COME NOW Plaintiffs, JAMES WOLFRAM and WALT WILKES, by and through their  
20 attorneys, Lynn M. Hansen, Esq., and Amanda J. Brookhyser, Esq., of the law firm of  
21 Jimmerson Hansen, P.C., and hereby submits the following Fourth Supplement to list of  
22 witnesses and production of documents, as follows (*new items in bold*):

23 ///

24 ///

25 ///



I.

WITNESSES

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

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

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

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

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

3. Frances Butler  
Chicago Title Company  
Las Vegas, Nevada

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

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

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

///

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

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

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

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

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

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

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

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

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

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

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



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

4 Plaintiff reserves the right to call any and all witnesses who may be disclosed or  
5 deposed throughout the course of discovery.

6 Plaintiff reserves the right to call any and all of Defendant's witnesses; and

7 Plaintiff reserves the right to call any and all rebuttal witnesses.

8 Plaintiff's experts, if any, as yet unidentified.

9 Plaintiff reserves the right to supplement this list of witnesses as discovery progresses  
10 and until the time of trial in this case.

11 II.

12 DOCUMENTS

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

- 15 1. Any and all written agreements between the Parties;
- 16 2. Any and all documents evidencing damages to the Plaintiffs;
- 17 3. Any and all correspondence between the Parties;
- 18 4. Any and all appropriate Custodian of Record documents;
- 19 5. Any and all pleadings in this matter;
- 20 6. Documents labeled Bates Numbers PLTL0001-PLTL00244;

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

- 23 A. Option Agreement for the Purpose of Real Property and Joint Escrow  
24 Instructions dated May 2004 (Bates No. PLTF0001-0080);
- 25 B. Amended and Restated Option Agreement for the Purchase of Real Property  
26 and Joint Escrow Instructions dated March 28, 2005, (Bates No. PLTF0081-  
0152);
- 27 C. Two Assignments of Real Estate Commission and Personal Certification  
28 Agreement (Bates No. PLTF0153-0157A)



- 1 D. Letter dated September 2, 2004 from Pardee Homes to Mr. Walt Walkes  
2 regarding the attached Commission letter dated September 1, 2004, (Bates No.  
3 PLTF0158-0162);
- 4 E. Amendment No. 2 to Option Agreement for the Purchase of Real Property and  
5 Joint Escrow Instructions, (Bates No. PLTF0163-0174);
- 6 F. Letter dated April 6, 2009 from Pardee Homes to Mr. Jim Wolfram, (Bates No.  
7 PLTF0175-0179);
- 8 G. Letter dated April 23, 2009 from James J. Jimmerson, Esq., to Jim Stringer,  
9 Esq., (Bates No. PLTF0180-0187);
- 10 H. Letter dated May 19, 2011 from James J. Jimmerson, Esq., to Jim Stringer,  
11 Esq., (Bates No. PLTF0188-0191);
- 12 I. Letter dated July 10, 2009 from Charles E. Curtis to James J. Jimmerson, Esq.,  
13 (Bates No. PLTF0192-0193);
- 14 J. Letter dated August 26, 2009 from James J. Jimmerson, Esq., to Charles E.  
15 Curtis, (Bates No. PLTF0194-0196);
- 16 K. Letter dated November 24, 2009 from Jon E. Lash to Mr. Jim Wolfram, (Bates  
17 No. PLTF0197-0202);
- 18 L. Letter dated April 21, 2010 from Jim Wolfram to Mr. Jon Lash, (Bates No.  
19 PLTF0203-0205);
- 20 M. Letter dated May 17, 2010 from James J. Jimmerson, Esq., to Mr. Joh E. Lash,  
21 (Bates No. PLTF0206-0209);
- 22 N. Letter dated June 14, 2010 from Charles E. Curtis to James J. Jimmerson, Esq.,  
23 (Bates No. PLTF0210-0211);
- 24 Bates Nos. PLTF0212-0244 are the duplicative documents produced in  
25 Plaintiffs' Initial 16.1 Disclosure of Documents and Witnesses.
- 26 7. Documents produced by Stewart Title in response to Plaintiffs' Subpoena Duces  
27 Tecum on CD, (Bates No. PLTF0245-PLTF1423);
- 28 8. Documents produced by Chicago Title in response to Plaintiffs' Subpoena  
Duces Tecum on CD, (Bates No. PLTF1424-PLTF10414);
9. Documents produced by Coyote Springs Investments in response to  
Plaintiffs Duces Tecum on CD, (Bates No. CSI\_Wolfram 000014 -  
CSI\_Wolfram0003004), attached hereto;
10. Coyote Springs Investment, LLC's Privilege Log, (Bates No. PLTF10415 -  
PLTF10417), attached hereto;
11. Affidavit of Custodian of Records, (Bates No. PLTF10418-PLTF10419);  
attached hereto;
12. Non-Party Coyote Springs Investments, LLC's Supplement and Amended  
Objection and Response to Plaintiff's Subpoena Duces Tecum, (Bates  
PLTF10420-PLTF10424, attached hereto.

///



JIMMERSON HANSEN, P.C.  
415 South Sixth Street, Suite 100, Las Vegas, Nevada 89101  
Telephone (702) 386-7171 • Facsimile (702) 387-1167

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

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

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

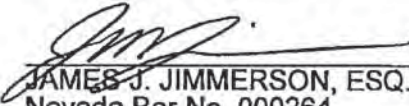
6 III.

7 COMPUTATION OF DAMAGES

8 Plaintiffs calculate their damages to be all damages associated with the Defendant's  
9 breach of contract and the Defendant's failure to meet their obligations to the Plaintiffs,  
10 Attorney fees and costs of the suit. Discovery is still ongoing therefore the Plaintiffs reserve  
11 the right to amend and supplement this response as the investigation and discovery in this  
12 case proceeds.

13 Dated this 27<sup>th</sup> August, 2012

14 JIMMERSON HANSEN, P.C.

15   
16 JAMES J. JIMMERSON, ESQ.  
17 Nevada Bar No. 000264  
18 LYNN M. HANSEN, ESQ.  
19 Nevada Bar No. 0244  
20 JAMES M. JIMMERSON, ESQ.  
21 Nevada Bar No. 12599  
22 415 So. Sixth St., Ste. 100  
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